

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



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**October 01, 2024**

**Regular City Council Meeting at 5:00 PM**

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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 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** - Juliana Borrego and Lucious Garcia, Red Rock Elementary R.I.S.E. Program

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

- 3. INVOCATION** - Ketrich Steger, Police Chaplain

**4. EXECUTIVE SESSION**

- 4A.** The Bastrop City Council will conduct an Executive Session under the Texas Open Meetings Act:

**Section 551.071(1)(A) Consultations with City Attorney** George Hyde: To consult with its attorney in an executive session to seek advice on legal matters: *Cause No# 03-24-00610-V Court of Appeals Third District in RE Lyle Nelson, Relator, Original Petition for Writ of Mandamus vs. City of Bastrop, Texas and City Secretary I Parker*

**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

**7. STAFF AND BOARD REPORTS**

7A. City Manager's Report

A. Prescribed Burn - Bastrop State Park

**8. CITIZEN COMMENTS**

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

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

**9. 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.**

9A. Consider and act on Resolution No. R-2024-133, awarding a contract for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Two Thousand Five Hundred Ninety-Five Dollars and 94/100 (\$202,595.94); attached as 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.

Submitted by: Terry Moore, Parks & Recreation Director

## 10. ITEMS FOR INDIVIDUAL CONSIDERATION

[10A.](#) Consider and act on Resolution No. R-2024-115, Approving and authorizing the execution of a renewal of the Property Use License Agreement between the City of Bastrop and the 1832 Farmer's Market, located at 1302 Chestnut Street, Bastrop, Texas; providing for finding of facts; providing for severability; providing an effective date; and providing for proper notice and meeting.

Submitted by: Vivianna Andres, Assistant to the City Manager

[10B.](#) Consider and act on Resolution No. R-2024-130, approving a construction contract with Joe Bland Construction, LLC for a not-to-exceed amount of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents (\$3,246,606.00) for the construction of the Agnes Street Extension Project; 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.

Submitted by: Andres Rosales, Assistant City Manager

[10C.](#) Consider and act on the Preliminary Engineering Study and Water/Wastewater Master Plan conducted by Freese and Nichols as requested by Council Member Lee and Mayor Nelson as previously discussed at the September 17, 2024 City Council Meeting.

Submitted By: Andres Rosales, Assistant City Manager

[10D.](#) Consider and act on Resolution No. R2024-134, Appointing four (4) Members to the Bastrop Central Appraisal District Board of Directors for a Term Beginning January 2025; Providing for the Executive of Official Ballot; and Providing an Effective Date.

Submitted by: Irma Parker, City Secretary

[10E.](#) Consider and act on first reading of Ordinance No. 2024-34, Regarding the City of Bastrop's Texas Municipal Retirement System (TMRS) Benefits, Authorizing: (1) 20-Year Retirement Eligibility; (2) Non-Retroactive Repeating COLAS for Retirees and their Beneficiaries Under TMRS Act Section 853.404(f) and (f-1); (3) Annually Accruing Updated Service Credits and Transfer Updated Service Credits; and (4) Authorizing Actuarially Determined City Contribution Rate Payment.

Submitted By: Edi McIlwain, Chief Finance Officer

## 11. 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: Thursday, September 26, 2024 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik  
Victoria Psencik, Assistant City Secretary





# STAFF REPORT

**MEETING DATE:** October 1, 2024

**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:** October 1, 2024

**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 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;
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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:** October 1, 2024

**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.

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- (4) a reminder about an upcoming event organized or sponsored by the governing body;
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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:** October 01, 2024

**TITLE:**

Consider and act on Resolution No. R-2024-133, awarding a contract for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Two Thousand Five Hundred Ninety-Five Dollars and 94/100 (\$202,595.94); attached as 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:**

Terry Moore, Parks & Recreation Director

**BACKGROUND/HISTORY:**

This item is identified in the Work Plan as UE#7 (Unique Environment), which is "Improve Christmas Lighting at Fisherman's Park & Downtown." The City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfill the City's Mission & Vision. 2017 was the first year to improve the holiday lighting and we received a great deal of positive feedback. This year's proposal includes lighting Downtown, City Hall, Convention Center, Fire Station, and Library, as well as in Fisherman's Park, at a cost of \$202,595.94. The proposal has all the community favorites for the River of Lights event such as the Walk Through Ornaments, beautiful lighted trees, Branded Photo Frame, and large Decorated Holiday Tree as well as new features like the Shooting Star Arch, Red and White Tunnel, additional colored lighting along the walk and more.

**FISCAL IMPACT:**

These funds are budgeted for FY25

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2024-133, awarding a contract for the installation of holiday lighting to Decor IQ in the amount of Two Hundred Two Thousand Five Hundred Ninety-Five and 94/100 Dollars (\$202,595.94); attached as Exhibit A.

**ATTACHMENTS:**

- Resolution No. R-2024-133
- Holiday Light Proposal
- Draft Contract with Décor IQ

**RESOLUTION NO. R-2024-133**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT, ATTACHED AS EXHIBIT A, FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, IN THE AMOUNT OF TWO HUNDRED TWO THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS AND 94/100 (\$202,595.94); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS,** The City Council has the vision to improve Bastrop’s Unique Environment through enhancing programming to a four-diamond, AAA standard Christmas; and

**WHEREAS,** Improving the holiday lighting at Fisherman’s Park and on Main Street meets that intent and is Item UE#7 in the City’s Workplan; and

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

**Section 1:** That the City Manager is hereby authorized to execute a contract for the installation of holiday lighting in Fisherman’s Park and on Main Street with Décor IQ in an amount of Two Hundred Two Thousand Five Hundred Ninety-Five Dollars and 94/100 (\$202,595.94), which is attached as Exhibit A.

**Section 2:** That the City Council of the City of Bastrop has found Décor IQ, to be a subject matter expert in the field of holiday lighting.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 1st day of October 2024.

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

**APPROVED AS TO FORM:**

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



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**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 **Décor IQ** acting by **Hailey Weidenfeller** (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 “City of Bastrop Holiday Lighting Installation.”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address: Décor IQ  
1310 West Laurel Street  
San Antonio, Texas 78201  
Attn: Hailey Weidenfeller

General Description of Services: Christmas Lights

Maximum Contract Amount: \$202,595.94

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

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

**II. Standard Contractual Provisions.**

A. Contractor’s Services. The Contractor will provide to the City 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 from receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days from receipt of Contractor’s invoices for the Services provided



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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 (Texas Tax Code Section 151.309 and Title 3) and federal excise tax (Internal Revenue Code Subtitle D). 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 that is not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

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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, then before bringing any legal action, the parties agree to try in good faith, 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

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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

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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 Texas Government Code Section 2252.908. 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 Texas Government Code Section 2270.002, (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

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(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 and the Contractor's affiliates, subsidiaries, subcontractors, consultants, agents, and any other person associated with Contractor shall keep full and accurate books and records with respect to all Work performed, all payments and all expenditures in connection with this Agreement. The records to be maintained and retained by Contractor 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

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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 provide notice, 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.**

**Décor IQ**

**CITY OF BASTROP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

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**EXHIBIT A-1**

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

*(See Attached)*



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**EXHIBIT A-2**

Scope of Services dated **XXXX XX, 2022**

*(See Attached)*

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**DRAFT**

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

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**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**  
**Public Works Department**  
**1311 Chestnut Street**  
**Bastrop, TX 78602**

**DRAFT**

**INSURANCE REQUIREMENTS**

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

**Coverages Required & Limits (Figures Denote Minimums)**

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

Commercial General Liability:

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

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

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$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.



# City of Bastrop, Texas 2024 Holiday Decor

City of Bastrop, Texas  
 1311 Chestnut Street  
 Bastrop, TX 78602  
 United States

Reference: 20240701-162409680

Quote created: July 1, 2024

Quote expires: September 13, 2024

Quote created by: Hailey

Account Executive

[hweidenfeller@decoriq.com](mailto:hweidenfeller@decoriq.com)

+12109125052

Terry Moore  
 Parks & Recreation Director  
[tmoores@cityofbastrop.org](mailto:tmoores@cityofbastrop.org)  
 +15123328825

### Comments from Hailey

**Please note the following exclusions to the listed pricing:**

Electrical Infrastructure

Shipping

Local Permitting

Thank you so much for the opportunity!

### Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
Annual Lease Installation and Removal of Warm White 5mm lights wrapped on (10) Crape Myrtles on East Side of Chestnut Street Bridge (52,000 lights)		ANNUALLEASE	1	\$9,595.00	\$9,595.00

Item & Description	Image	SKU	Quantity	Unit Price	Total
<p>Annual Lease</p> <p>Installation and Removal of Warm White 5mm lights wrapped on (1) Burr Oak on the East Side of Chestnut Street Bridge (4,000 lights)</p>		ANNUALLEASE	1	\$731.50	\$731.50
<p>Annual Lease</p> <p>Installation and Removal of Warm White 5mm lights wrapped on (4) Trees on West Side of Chestnut Street Bridge (20,000 lights)</p>		ANNUALLEASE	1	\$3,629.00	\$3,629.00
<p>Annual Lease</p> <p>Installation and Removal of Warm White C9 lights on Roofline at Bastrop City Hall (1,000 feet)</p>		ANNUALLEASE	1	\$3,360.00	\$3,360.00
<p>Annual Lease</p> <p>Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Convention Center (1,000 feet)</p>		ANNUALLEASE	1	\$3,360.00	\$3,360.00
<p>Annual Lease</p> <p>Installation and Removal of 5mm Warm White Lights on Trunks and Canopy lights with Twinkle every 5th bulb on Loop 150 Trees</p>		ANNUALLEASE	1	\$4,978.00	\$4,978.00
<p>Annual Lease</p> <p>Installation and Removal 200ft of Warm White 5mm LED Lights on Library Switchback Ramp at Bastrop Library</p>		ANNUALLEASE	1	\$1,008.00	\$1,008.00
<p>Annual Lease</p> <p>Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Library (780 feet)</p>		ANNUALLEASE	1	\$3,120.00	\$3,120.00
<p>Annual Lease</p> <p>Installation and Removal of Warm White C9 LED Lights on Roofline at Bastrop Fire Department (350 feet)</p>		ANNUALLEASE	1	\$1,400.00	\$1,400.00



Item 9A.

Item & Description	Image	SKU	Quantity	Unit Price	
Annual Lease Installation and Removal of Warm White 5mm LED Lights in Trunk and Canopy of Trees in (13) Trees in Downtown Bastrop		ANNUALLEASE	1	\$23,341.50	\$23,341.50
Annual Lease Installation and Removal of Decorated and LED Garland on (15) Pine Street Parking Lot Lamp Posts in Downtown Bastrop		ANNUALLEASE	1	\$2,550.00	\$2,550.00
Annual Lease Installation and Removal of Warm White 5mm LED Lights on pipe railing and fence (12,000 feet) in Fishermans Park		ANNUALLEASE	1	\$11,970.00	\$11,970.00
Annual Lease Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (7) Pecan Tree Trunks in Fishermans Park		ANNUALLEASE	1	\$2,327.50	\$2,327.50
Annual Lease Installation and Removal of Warm White 5mm LED Lights on black iron fence rail (850 feet) in Fishermans Park		ANNUALLEASE	1	\$847.87	\$847.87
Annual Lease Installation and Removal of Warm White 5mm LED Lights wrapped to 15ft height on (61) Fishermans Park Riverwalk Trees		ANNUALLEASE	1	\$9,127.13	\$9,127.13
Annual Lease Installation and Removal of Warm White Twinkle 5mm LED Lights draped from tree Canopies of (25) Fishermans Park Riverwalk Trees		ANNUALLEASE	1	\$5,106.25	\$5,106.25
Annual Lease Installation and Removal of Lighted Garland on (2) Overlooks on the Fishermans Park Riverwalk		ANNUALLEASE	1	\$945.00	\$945.00



Item & Description	Image	SKU	Quantity	Unit Price	Total
Annual Lease Installation and Removal of Red and White LED Mini Lights for (41) Light Poles in Fishermans Park - One Red and White Strand Per Pole (82 Strands Total)		ANNUALLEASE	1	\$3,063.75	\$3,063.75
Fishermans Park Installation and Removal of Logo Photo Frame in Fishermans Park		ANNUALLEASE	1	\$4,200.00	\$4,200.00
Fishermans Park Installation and Removal of 24ft Artificial Branch Christmas Tree with Candy Cane Decor Package in Fishermans Park		ANNUALLEASE	1	\$12,975.00	\$12,975.00
Fishermans Park Installation and Removal of (3) Walk Through Shooting Archs in Fishermans Park		ANNUALLEASE	1	\$4,200.00	\$4,200.00
Fishermans Park Installation and Removal of Large Shooting Star in Fishermans Park		ANNUALLEASE	1	\$14,200.00	\$14,200.00
Fishermans Park Installation and Removal of Snowflake Arch in Fishermans Park		ANNUALLEASE	1	\$8,800.00	\$8,800.00
Fishermans Park Installation and Removal of Regal Snowflakes - 4ft, 6.5ft and 10 ft. One of Each Size (colors TBD) in Fishermans Park		ANNUALLEASE	1	\$10,600.00	\$10,600.00
Fishermans Park Installation and Removal of Walk Through Ornament in Fishermans Park		ANNUALLEASE	1	\$14,200.00	\$14,200.00
Fishermans Park Installation and Removal 50FT LED Walk-Thru Tunnel. Red and Cool White in Fishermans Park		ANNUALLEASE	1	\$17,750.00	\$17,750.00

Item & Description	Image	SKU	Quantity	Unit Price	
Fishermans Park Installation and Removal of (30) 12-inch and (45) 24-inch Grapevine Lights Scattered through trees in Fishermans Park		ANNUALLEASE	1	\$10,355.44	\$10,355.44
Fishermans Park Installation and Removal of (60) multicolor RGB Par lights in trees in Fishermans Park		ANNUALLEASE	1	\$14,855.00	\$14,855.00
				One-time subtotal	\$202,595.94
				<b>Total</b>	<b>\$202,595.94</b>

**Terms & Agreement**

**Type of Transaction:**

1 Year Lease and Labor Services

**Term of Transaction:**

Single Transaction

**Billing Address for AP:**

PO Box 427, Bastrop, Texas, 78602

[Click to Review the Client Agreement](#)

By signing this quote/proposal, client agrees that they have read & reviewed our client "purchase, lease, & services agreement," linked above, and further approves & agrees to the terms outlined.

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Terry Moore**  
tmoore@cityofbastrop.org

Signed

**Payment Schedule**

A Item 9A.

Name	Due	
Payment 1	Upon New Fiscal Year	\$101,297.97 (Due now)
Payment 2	Upon Install	\$101,297.97

**Questions? Contact me**



Hailey Weidenfeller  
Account Executive  
hweidenfeller@decoriq.com  
+12109125052

Decor IQ  
1310 W. Laurel St  
San Antonio, TX 78201  
United States



# STAFF REPORT

**MEETING DATE:** October 1, 2024

**TITLE:**

Consider and act on Resolution No. R-2024-115, Approving and authorizing the execution of a renewal of the Property Use License Agreement between the City of Bastrop and the 1832 Farmer's Market, located at 1302 Chestnut Street, Bastrop, Texas; providing for finding of facts; providing for severability; providing an effective date; and providing for proper notice and meeting.

**STAFF REPRESENTATIVE:**

Vivianna Nicole Andres, Assistant to the City Manager

**BACKGROUND/HISTORY:**

In 2008 the City of Bastrop entered into a month-to-month lease agreement with the Bastrop 1832 Farmers Market.

Then, in 2016, the City Council approved a transition from a month-to-month lease to a six-month lease, part of the agreement required the 1832 Farmers Market to collaborate with the Main Street Director to create a business plan to help the market flourish.

After meeting the requirements of the lease agreement that was approved in 2016, the City Council approved a Property Use Agreement between the 1832 Farmers Market and the City of Bastrop in 2017.

The Property Use Agreement that was approved in 2017 is the current agreement under which the 1832 Farmers Market has been operating. Key points of the agreement are as follows:

1. Defined the use of the lot by the 1832 Farmers Market on Saturday's and Tuesday's and on Special Holiday Markets and Special Events as permitted by the Main Street Director
2. The 1832 Farmers Market is not an exclusive user of the lot
  - a. The intent of this term in the agreement was to encourage the space to become a community hub for other entities when not in use by the 1832 Farmers Market
3. It transferred the utility payments and maintenance responsibilities to the City in exchange for a monthly lease payment of \$300 per month

Staff is seeking to update the terms of the Property Use Agreement at this time to further clarify the following items:

1. The Agreement is for an initial 1 year, with up to 5 automatic extensions (i.e., through Sept. 2030), unless earlier terminated.
  - a. In 5 years Staff will revisit the agreement with the 1832 Farmer's Market to update any terms as needed
2. The Nonprofit's payment for its use of the property increased from \$300/month to \$350/month.

3. The updated Agreement expressly clarifies that this Farmers Market agreement is a license agreement.
  - a. A license is most appropriate where the City is granting permission to another entity to use City-owned property for specific, limited purposes only at certain days or times, and that property remains available for other uses or users at other times.
4. Clarifications have been made to provisions relating to obtaining permissions for structures on the property, the use of the storage shed by the Nonprofit and other groups, and other minor revisions for clarity of the agreement's structure and terms.

The updated Property Use Agreement with the 1832 Farmers Market nonprofit allows the Farmers Market to continue its weekly Tuesday and Saturday markets (plus special holiday markets and other events) at the City's property at 1302 Chestnut and maintains the key terms of the agreement.

Finally, engaging with the leadership of the 1832 Farmers Market throughout this process has also proven to be highly beneficial in re-establishing the relationship between City Staff and the 1832 Farmers Market. Because of the level of interaction required to update the Property Use Agreement, many meaningful connections have been made between Staff and the Farmers Market, allowing Staff to place the priority of excellence in customer service at the forefront of this process.

**POLICY EXPLANATION:**

The revised Property Use Agreement requires approval from the City Council by Resolution.

**FISCAL IMPACT:**

The revised property use agreement will increase the monthly payment from the 1832 Farmers Market from \$300 per month to \$350 per month.

**RECOMMENDATION:**

Take action on Resolution No. R-2024-115, Approving and authorizing the execution of a renewal of the Property Use License Agreement between the City of Bastrop and the 1832 Farmer's Market, located at 1302 Chestnut Street, Bastrop, Texas; providing for finding of facts; providing for severability; providing an effective date; and providing for proper notice and meeting.

**ATTACHMENTS:**

- Resolution No. R-2024-115
- Property Use Agreement
- Rules and Regulations Updated March 25, 2024
- Location Map

**RESOLUTION NO. R-2024-115**

**APPROVING A RENEWAL OF A PROPERTY USE LICENSE AGREEMENT WITH THE 1832 FARMER’S MARKET**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A PROPERTY USE LICENSE AGREEMENT BETWEEN THE CITY OF BASTROP AND THE 1832 FARMER'S MARKET, LOCATED AT 1302 CHESTNUT STREET, BASTROP, TEXAS; PROVIDING FOR FINDING OF FACTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.**

**WHEREAS,** the City owns the property located at 1302 Chestnut Street; and

**WHEREAS,** the 1832 Farmer’s Market, operated by the nonprofit known as the Bastrop Sustainable Agricultural Community (“Nonprofit”), desires to continue to use a lot on the property for conducting and operating a community farmer’s market; and

**WHEREAS,** having a farmer’s market in the Main Street Program Area benefits the public and fulfills one of the goals/objectives of the City of Bastrop Main Street Program; and

**WHEREAS,** the Nonprofit agrees to pay the City of Bastrop \$350 per month for use of the lot for the renewal of its license to use the lot for the Farmer’s Market; and

**WHEREAS,** the City Council has reviewed and desires to enter into the Property Use License Agreement for the 1832 Farmers Market (“Agreement”), which is attached hereto and incorporated herein as **Exhibit A**.

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

**Section 1. Finding of Facts:** 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. Approval & Execution:** The City Council of the City of Bastrop hereby approves the Agreement (attached hereto and incorporated herein as **Exhibit A**) and authorizes the execution of the Agreement.

**Section 3. Severability:** 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 4. Effective Date:** This Resolution shall be in full force and effect from and after its passage.

**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 1<sup>st</sup> day of October 2024.**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

**APPROVED AS TO FORM:**

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



**PROPERTY USE LICENSE AGREEMENT  
BETWEEN THE CITY OF BASTROP, TEXAS, AND  
BASTROP 1832 FARMER’S MARKET**

This Property Use License Agreement (the “Agreement”) is made by and between the City of Bastrop, Texas, a municipal corporation (the “City”), and the Bastrop Sustainable Agricultural Community, also known as the Bastrop 1832 Farmer’s Market, a Texas nonprofit corporation (the “Nonprofit”).

**WHEREAS,** the City is the owner of certain property located at 1302 Chestnut Street, Bastrop, Texas, as shown on the map attached as Exhibit "A" (the “Property”); and

**WHEREAS,** the Nonprofit desires to use a portion of the Property for conducting and operating a farmer's market to provide a local market space for small family farmers, ranchers, producers, and artisans, including those who are economically disadvantaged, to sell and promote their own farm and ranch products, artisan wares, ready-to-eat foods, and other homemade products in a family-oriented environment (the “Farmer’s Market”); and

**WHEREAS,** the City finds that having a Farmer’s Market in the City’s Main Street Program Area benefits the public and fulfills one of the goals of the City’s Main Street Program and Culinary District; and

**WHEREAS,** the Nonprofit agrees to pay the City a monthly fee for a license to use a portion of the Property as set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the recitals and mutual covenants and agreements contained herein, the parties hereto agree as follows:

**ARTICLE 1  
PREMISES AND PRIVILEGES**

- A. The portion of Property subject to this Property Use License Agreement is shown as the area within the blue boundary on Exhibit "A" (the “Premises”).
- B. For and in consideration of the terms, conditions and covenants of this Agreement to be performed by the Nonprofit, all of which the Nonprofit hereby accepts, the City hereby grants to the Nonprofit a license to authorize and permit the Nonprofit to operate the Farmer’s Market on the Premises on the following days and times during

the term of this Agreement:

- 1) Saturdays, 8:00 A.M. to 3:00 P.M.;
- 2) Tuesdays, 1:00 P.M. to 7:00 P.M.; and
- 3) Special holiday markets or other special events on specific dates and times as permitted in writing by the City’s Main Street Director, provided that the Nonprofit must submit a written request for permission for such special events at least fourteen (14) days in advance, if such special events are to occur outside of the normal operation hours in subsections 1 & 2 above.

C. This Agreement grants only a license to the Nonprofit to use the Premises for the purposes and under the terms and conditions set forth herein. This Agreement shall not be deemed to be a lease or deemed to grant any estate or interest in the Premises or any other part of the Property.

**ARTICLE 2**  
**TERM**

- A. The initial term of this Agreement shall be for a period, beginning on the Effective Date of this Agreement and ending on September 30, 2025, unless otherwise terminated as provided for under other provisions of this Agreement.
- B. Thereafter, this Agreement shall automatically renew for a maximum of five subsequent one year terms from October 1 through September 30 of the following year, unless otherwise terminated as provided for under other provisions of this Agreement. (For clarity, the initial term plus five renewal terms would allow this Agreement to be in effect through September 30, 2030, unless otherwise terminated earlier.)

**ARTICLE 3**  
**OBLIGATIONS OF THE NONPROFIT**

- A. FEE. The Nonprofit shall pay to the City \$350.00 per month for the license to use the Premises as set forth in this Agreement. Payment shall be due by or before the first day of each month.
- B. CONDITION OF PREMISES. The Nonprofit accepts the Premises in the Premises’ condition as of the date of this Agreement in accordance with terms of this Agreement.

- C. USE OF PREMISES. The Nonprofit shall use the Premises only for conducting and operating the Farmer's Market in a manner as set forth in this Agreement and in the Nonprofit's Vendor Rules & Regulations. The Nonprofit shall provide the City with a copy of its Vendor Rules & Regulations upon request. If there is a conflict between this Agreement and the Nonprofit's Vendor Rules & Regulations regarding the use of the Premises, this Agreement shall control.
- D. STRUCTURES; DAMAGES TO THE PROPERTY. Without obtaining prior written permission from the City's Main Street Director in conjunction with the City's Development Office, the Nonprofit shall not:
- 1) Construct or permit any permanent or additional buildings or structures to be located on the Property by the Nonprofit or its vendors; or
  - 2) Make any alterations to existing structures; or
  - 3) Anchor and/or attach any temporary structures to the Property, or permit its vendors to do so.

If any permanent buildings or structures are located on the Property or temporary structures anchored and/or attached to the Property without obtaining prior written permission from the City, then upon notice by the City of such a violation, the Nonprofit shall be responsible for promptly removing such unauthorized structures from the Property and repairing any damages to the Property, or reimbursing the City for the costs incurred by the City to remove such unauthorized structures and repairing any damages to the Property.

- E. TRASH. The Nonprofit shall dispose of all trash, garbage, and other refuse generated by the operation of Farmer's Market at the end of each day of Farmer's Market operations. The refuse shall be disposed of in the dumpster provided on the Property by the City or its contractor.
- F. WASTE AND NUISANCE PROHIBITED. The Nonprofit shall not commit or maintain, nor permit its vendors to permit or maintain, any waste or nuisance on the Property.
- G. ITEMS LEFT ON PROPERTY; STORAGE.
- 1) The City may remove any items of personal property remaining on the Premises after a Farmer's Market and place them in the storage shed when

the Nonprofit is not using the Premises, to ensure the Property is available for other uses and users.

- 2) The City shall not be responsible or liable to the Nonprofit or its vendors for any damages resulting from the loss or theft of authorized temporary structures, equipment, accessories, materials or other items of personal property left on the Property when the Farmer’s Market is not in session.
- 3) The Nonprofit shall have access to the storage shed on the Property when the Farmer’s Market is in session.
- 4) The City retains the right to allow third parties to use the storage shed. In the event City permits a third party to use the storage shed, the City shall notify the Nonprofit at least fourteen (14) days in advance, and the Nonprofit must promptly remove the Nonprofit’s property from the storage shed.

H. COMPLIANCE WITH LAWS. The Nonprofit shall comply with all applicable federal, state, and municipal laws, ordinances, standards, codes, and other regulatory measures now in existence, or as may be hereafter modified or amended, in regard to operating the Farmer’s Market.

**ARTICLE 4**  
**INSURANCE**

A. ACQUISITION AND MAINTENANCE OF INSURANCE. The Nonprofit shall obtain insurance coverage at its sole expense, to be maintained in full force and effect for the duration of this Agreement, for the coverage written on an occurrence basis in the following types and amounts:

<b>Type</b>	<b>Amount</b>
Comprehensive General Liability, including: <ul style="list-style-type: none"> <li>• Premises/Operations;</li> <li>• Personal &amp; Advertising Injury;</li> <li>• Explosion, Collapse, Underground; and</li> <li>• Broad form property damage, to include fire liability.</li> </ul>	<i>For Bodily Injury:</i> \$25,000 per occurrence; and \$500,000 General Aggregate or its equivalent in umbrella or excess coverage.  <i>For Property Damage:</i> \$100,000 per occurrence; and \$100,000 aggregate.

B. TERM OF POLICY. The required coverage must remain in effect for the effective period of this Agreement.

C. PROOF OF INSURANCE REQUIRED.

- 1) Examination & Approval. All insurance policies shall be subject to the examination and approval of the City as to their adequacy as to form, content, coverage types and amounts, and insurance company.
- 2) When to Submit. Within ten (10) days after execution of this Agreement, the Nonprofit shall: (i) furnish to the City's Main Street Director all required certificates of insurance, including policy endorsements, exclusions, and/or relevant extracts from the insurance policy; or (ii) copies of the policies, plainly and clearly evidencing such insurance. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, shall be provided prior to the expiration date of any prior certificate, endorsement, or policy.
- 3) Insurers. The Nonprofit shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, and which are satisfactory to the City.
- 4) Additional Insured Parties. The City of Bastrop, its elected officials, officers, servants, agents, volunteers, and employees shall be named as additional insured parties.
- 5) Other-Insurance Endorsements. Where the City is an additional insured shown on the policy, there shall be a provision or endorsement stating that any "other insurance" clause shall not apply to the City.
- 6) Agent Information. The insurance certificates must be completed by an agent authorized to bind the named underwriter and their company to the coverage, limits, and termination provisions shown thereon, and contain all required information referenced or indicated thereon. The certificate or form must have the agent's signature, including the signer's company affiliation, title, and phone number. The certificate must be provided directly from the agent to the City.
- 7) Notice Of Cancellation, Non-Renewal, Material Change. If a cancellation, non-renewal, or material change in insurance coverage occurs (and such change was not made at the request of the City), the Nonprofit shall notify the City not less

than thirty (30) days prior to the change in coverage. If the Nonprofit does not know of the change thirty (30) days in advance, then the Nonprofit shall notify the City no later than ten (10) days after the change occurs. Such notice must be accompanied by a replacement certificate of insurance, including all required policy endorsements, exclusions, and/or relevant extracts from the insurance policy.

**ARTICLE 5**  
**RETENTION OF RIGHTS BY CITY & CITY’S OBLIGATIONS**

- A. The City hereby retains the right of access on, over, and across the Property for itself and the public.
- B. The City reserves the right to allow use of the Property by the City or other third parties at any times not assigned to the Nonprofit under this Agreement.
- C. The City retains the right to access the Property for necessary maintenance, replacement, relocation, repair, and all other rights incidental to, and necessary in connection with, any utility lines or facilities which may be located on or under the Property.
- D. The City will perform ordinary maintenance related to the Property at its discretion, such as landscaping, resurfacing of gravel or paved driveway or parking areas, utility maintenance, and other related maintenance activities.
- E. The City shall be responsible for electric, sewer, and water utility fees for the Property.
- F. The City shall provide a dumpster on site at the Property and the City shall be responsible for any and all fees associated with emptying said dumpster.

**ARTICLE 6**  
**ASSIGNMENT**

- A. The Nonprofit shall not assign this agreement without the prior consent of the City in writing. The Nonprofit shall not enter any agreement allowing any third party to use the Property other than the vendors participating in the Farmer’s Market, special holiday markets, and special events as permitted by the City’s Main Street Director under this Agreement.

## **ARTICLE 7**

### **TERMINATION**

- A. TERMINATION BY CITY, DUE TO DEFAULT BY NONPROFIT. If the Nonprofit defaults in the performance of any of the covenants or conditions required herein to be kept and performed by the Nonprofit, and such default continues for a period of ten (10) days after the receipt of written notice from the City of said default, then the City may terminate this Agreement immediately.

Failure of the City to declare this Agreement terminated upon a particular default of the Nonprofit shall not operate to bar or waive the right of the City to terminate this Agreement upon any subsequent violation of the terms hereof.

- B. TERMINATION BY EITHER PARTY. Either the City or the Nonprofit may terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the date of such termination.
- C. NONPROFIT REQUIREMENTS UPON TERMINATION. Upon termination of this Agreement, the Nonprofit shall, within five (5) business days:
- 1) Remove all temporary structures, equipment, and materials brought to the Premises by the Nonprofit or its vendors, including any items remaining in the storage shed; and
  - 2) Restore the Premises as nearly as practicable to the condition the Premises were in prior to the granting of this Agreement (except for normal wear and tear due to the passage of time).

## **ARTICLE 8**

### **GENERAL PROVISIONS**

- A. ATTORNEY'S FEES. In any action brought for the enforcement of the obligations hereunder, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
- B. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.
- C. NOTICES. Notices provided herein shall be sufficient if sent by electronic mail or



by certified mail, postage prepaid, addressed to the parties as follows:

The City of Bastrop,  
ATTN : Main Street Program Director  
1311 Chestnut Street  
Bastrop, TX 78602  
Email: \_\_\_\_\_

Bastrop 1832 Farmer’s Market  
ATTN: President  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

- D. CHOICE OF LAW AND VENUE. This Agreement is made and entered into in Bastrop County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. The venue for any suits arising hereunder shall be Bastrop County, Texas.
- E. ENTIRE AGREEMENT; AMENDMENT. This Agreement, including all exhibits, constitutes the full and entire understanding and agreement between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. This Agreement may not be amended except by a written instrument signed by both parties.
- F. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided by this Agreement are cumulative; the use of any one right or remedy by either party shall not preclude either party from asserting, nor shall waive, such party’s right to use any or all other remedies available under the law. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- G. AGREEMENT APPROVAL. Each party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the parties indicated.

IN WITNESS, WHEREOF, the parties have executed this Agreement to be effective as of the latter of the dates signed below.

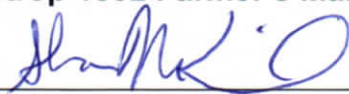
*[Signatures on following page.]*

**City of Bastrop, Texas**

By: \_\_\_\_\_  
Sylvia Carrillo-Trevino, City Manager

Date: October 3, 2024

**Bastrop 1832 Farmer's Market**

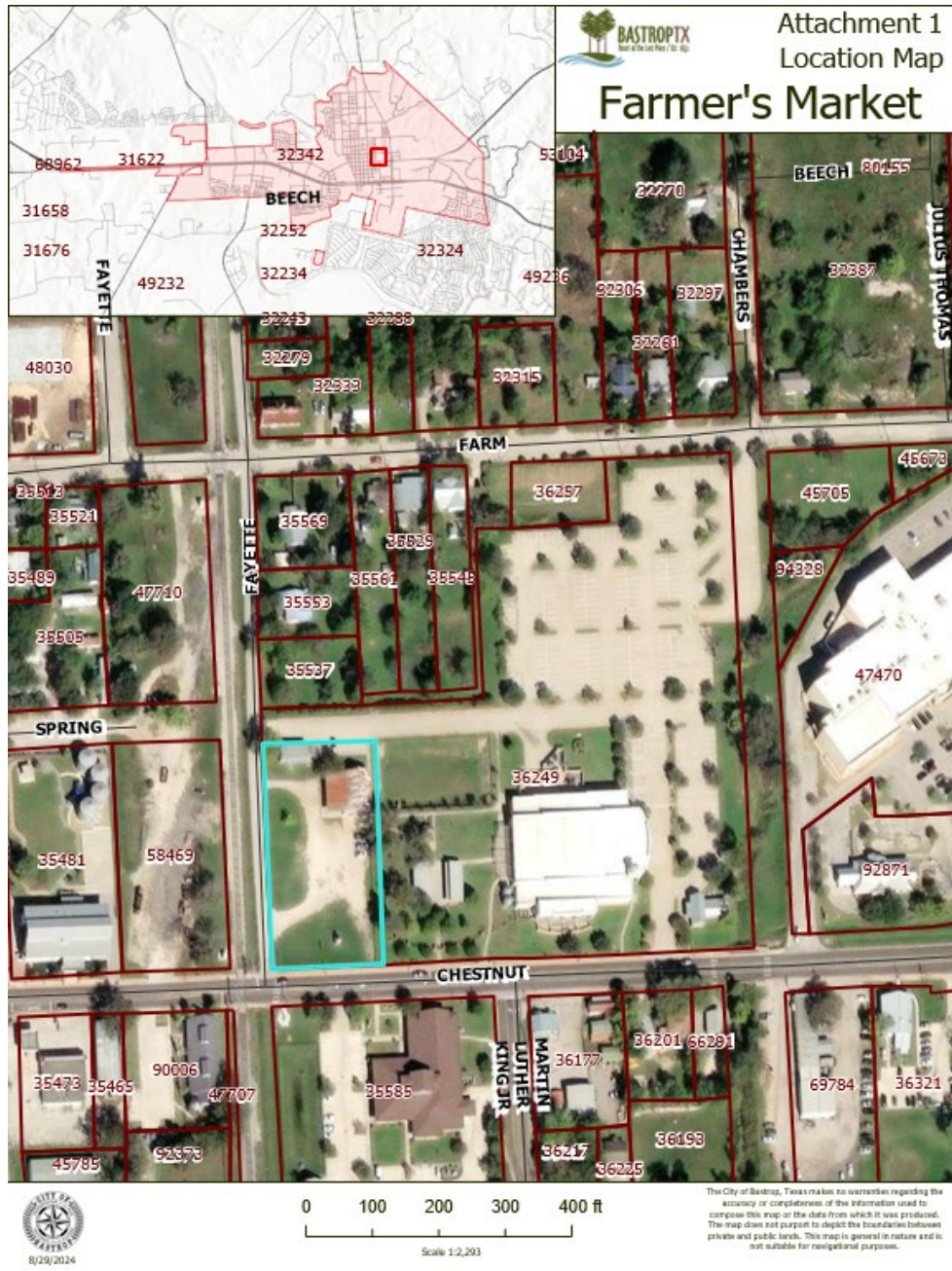
By:  \_\_\_\_\_  
Shawn McDaniel

Name: Shawn McDaniel

Title: President, Bastrop 1832 Farmers Market

### EXHIBIT A The Property and the Premises

The Property is 1302 Chestnut Street, Bastrop, Texas (Bastrop County Appraisal District Parcel 36249). The Premises are the area within the blue boundary.





## **Bastrop 1832 Farmers Market 2024 – 2025 Rules and Regulations**

The Bastrop 1832 Farmers Market is a non-profit market, operated in accordance with local, county and state laws and ordinances.

The mission of the Corporation is to create and sustain a market space for small family farmers, ranchers, producers, and artisans, including those who are economically disadvantaged, to sell and promote their own farm and ranch products, artisan wares, ready-to-eat foods, and other homemade products in a family-oriented environment.

In this manner, the Market provides access to local, healthy, affordable food for children and adults of Bastrop and the surrounding area while supporting family farmers and ranchers to create a local, sustainable agricultural economy, preserve farmland, and improve individual health and strengthen the community. When food is produced, processed, distributed, and sold all within the same region, more money stays in the local economy, which leads to economic development and job creation.

The Market also supports and provides donations to local food banks to help those in need have access to healthy food. Additionally, the Market donates to other tax-exempt charities and provides education about and the support of the region’s agriculture.

The Bastrop 1832 Farmers Market is a producer’s only market: all products offered for sale at the Market are grown, made, baked, or prepared personally by the vendor – no reselling is allowed. Also, no wholesaling to the general public is allowed at the Market, nor is selling for substantially less than Market averages (“dumping”).

### **Market Governance:**

The Market is a Texas Department of Agriculture certified farmers market and is governed by a Board of Directors whose function is to provide strategic policy direction and operational oversight for the Market. Board Director members are elected at an annual Vendor membership meeting

and serve a four-year term, until they resign, retire, or until they are removed. The Board includes two non-vendor Directors.

Board Directors are nominated and voted to serve on the Board by current Board Directors. Newly elected Board Directors are introduced to the Vendor Members of the Market and are elected in a finalized vote at the Annual Market Vendor Membership Meeting.

Board member elections occur annually, at the annual Vendor membership meeting. As specified in the Bylaws, Board members are elected by the membership to four-year terms; terms are staggered to ensure continuity.

Board Directors serve a four-year term and may be re-elected by the Board of Directors to serve multiple, consecutive terms. Board officers (a President, Vice-President/Market Manager, Assistant Market Manager, and Secretary/Treasurer) are elected by the Board, upon recommendation by the Board Directors. For further information on the Board and officer duties, elections, and other governance provisions, please refer to the Bylaws. Copies of the Bylaws will be provided to each vendor, upon request.

### **Market Management:**

The Board appoints a Market Manager, who serves as chief administrator of the Market. The Market Manager is responsible for all aspects of the Market operations, and is the main contact for Vendors and customers. The Manager serves at the pleasure of the Board, is also the Vice President of the Board, and acts as President of the Board when the President is not available. In the absence of the Market Manager, the Assistant Market Manager shall perform the same duties of the Market Manager and when so acting shall have all the powers of, and be subject to, all the restrictions upon the Market Manager. The Market Manager shall:

- Receive and review vendor applications to ensure that all applicable licenses and permits have been secured with relevant agencies – State of Texas, County of Bastrop, and the City of Bastrop. **New Vendor Application fees are \$25, which is non-refundable.**
- Review the vendor application to determine that the products are within the approved category guidelines based on the rules established by the Board.



- Approve vendor applications that are complete and consistent with the Market’s purpose and practices and that are compliant with licensing/permitting requirements.
- The Manager may refer to the Board for its review and action any applications that introduce new product categories, present unique vendor requirements.
- The Manager may refer to the Board for its review and action any applications that relate to reinstatement of a vendor whose Market privileges have been previously terminated or otherwise present an exceptional circumstance.
- Monitor approved vendor compliance with health department requirements regarding food safety, including but not limited to food displays, handwashing stations, and safe sampling.
- Assign selling spaces to vendors:
  - Booth assignments will be made by the Manager, based on space availability. Changes for booth assignments will be made at the discretion of the Manager, based on space vacancies.
  - Each “full-time” vendor shall keep the same “assigned” selling space throughout the season, which helps customers know where a vendor will consistently be at the Market.
  - Vendors who choose to participate at the Market “part-time” (not at the Market on a weekly basis) will be assigned selling spaces as determined by the Manager, based on space availability, and may not be the same selling space each time.
  - There is no provision to appeal to the Board with respect to space assignments.
- Exercise supervisory authority over Market operations, including operating rules and regulations.
- Provide all approved vendors, both new and returning, with a copy of the Market Rules and Regulations at the beginning of the membership year (or when subsequently joining as a Market vendor).
- Address violations of Market rules and, if the violation endangers the operation of the Market or public safety, may recommend to the Board revocation of the vendor’s privilege of continued participation in the Market.

### **Licensing:**

**All Vendors are required to present copies of all applicable licenses as required by law, including sales tax, and permitting requirements, before being accepted for Vendor membership.**

- Food truck vendors are required to obtain a food truck vendor permit from the **Bastrop City Planning Department**.

### **State and Federal Insurance Requirements:**

- All vendors must have liability insurance to be a member of the Market as required by the **Certified Farmers Market Association** and their insurance policies.
- A **Certificate of Vendor Product Liability Insurance with the Market (Bastrop 1832 Farmers Market)** as an extra insured (should be free of additional charge) is also required as part of your membership.

**Best resources are:**

1. **American National** - we currently have - \$500 for the market association's general liability. \$250-275 upward for vendors depending on total sales for product liability coverage. Contact: Dan Baze.

2. **Campbell Risk Management** - \$300 (same coverage as American National)

<https://www.campbellriskmanagement.com> All info can be filled in online, and after your payment with your credit card, you can immediately print your Certificate of Liability Insurance. Our market purchased this policy this year. The vendor can take the same steps for product liability coverage and print their certificate. (Same price as American National)

3. **Fliprogram Insurance** - \$299 (One of our market associations carries this policy)

**With all policies, our vendors are required to carry product liability. Some vendors can add this to their business or farm policy. All three (3) companies above offer Vendor Product Liability.**

### **The Market Year and Membership Categories:**



**VENDOR MEMBERSHIP FEES AND BOOTH FEE RATES FOR ALL VENDOR MEMBERS:**

The Market membership year begins on April 1 and ends March 31. Fees are based on two variables:

- 1. Vendor members participating throughout the Market year are required to pay an annual membership fee of \$75, which is non-refundable.
- 2. Vendor Members who join the Market after April 1, with the intention of completing the Market year will be charged a prorated membership fee. Prorated vendor membership fees are as follows:

April through June start date:	\$75
July through September start date:	\$60
October through December start date:	\$50
January through March start date:	\$40

The membership fee for a vendor joining the Market for a specific season, that grows only agricultural products that are product specific, and highly seasonal (watermelons, lemons, or blueberries), and are not possible to grow year-round, will be \$40.

Membership fees may be paid in installments of \$15 or more, payable to the Market Manager at the close of the Market day, in addition to the following fees based on sales.

**Proceeds:** In addition to the membership fee, vendors will be assessed a daily sales fee, due in full at the close of the Market day, in accordance with the following schedule:

\$5 on sales of \$0-\$49	\$10 on sales of \$50-\$99
\$15 on sales of \$100-\$199	\$20 on sales \$200 to \$299
\$25 on sales \$300 to \$399	\$30 on sales \$400 to \$499
\$35 on sales \$500 to \$600	<b>\$40 on sales \$600 and up</b>

**NOTE:** If the vendor chooses to occupy two or more vendor spaces, all sales will be consolidated in determining the fee due. For example, if both vendor spaces total \$150 in sales, fees will be based on the \$150 total.

The vendor will be assessed \$5 for each booth space occupied (e.g., \$5 for one booth, \$10 for two booths).

## General Requirements of all Vendors:

- Each vendor must have a signed and submitted vendor application, including copies of required licenses/permits at the Market at least three weeks (or earlier to allow the Manager to make allowances or exceptions) before the vendor may begin selling.
- Vendors **MUST**: display all licenses, sales tax certificates, all required forms to sell any/all items they offer at the Market.
- The Market is not responsible for product liability, fines, penalties, or the payment of sales taxes or any other taxes for individual vendors.
- Vendors who have been inspected and certified by representatives of the Market may sell at the market. Vendors may be represented at the Market by their employees, agents, or family (**the names of all sellers must be on the application**).
- Vendors are required to bring appropriate equipment to the Market for selling, including tables, chairs, tents, ice-chests, and containers;

**NOTE:** “limited” electrical outlets are available.

- Each vendor is required to contact the Manager **no later than 24 hours** prior to the Market day if the vendor will not be at that Market, which will allow the vendor space to be reassigned.
- In the event of an emergency, each vendor is required to contact the Manager no later than **two hours** prior to the time the Market opens if the vendor will not be at the Market, which will allow the vendor space to be reassigned.
- Should a vendor fail to timely notify the Manager that he/she will not be at the Market at least two hours before the Market start, the vendor at the discretion of the Manager, may be charged for his/her space.
- Should the vendor fail to timely contact the Manager **on three consecutive Market dates, the vendor will forfeit his/her space**, which will be reassigned.
- Normally, Market hours are from 10 a.m. to 2 p.m. Set-up time is 30 minutes before opening time. Vendors must be ready to conduct business by five minutes prior to opening. **All vendors are expected to remain at the Market throughout the hours of operation.**
- **Vendors must wait for the opening time of Market to begin selling unless an earlier notification is given by the Market Manager.**

- Handicapped customers may shop 15 minutes before Market opening time.
- Vendors must keep the entrance and walkways free and clear for customer access and safety.
- Safety around selling area: Tables and products must not extend into customer aisles. A pre-determined fire lane (3 ft.) must be maintained. Any tents, signs, and posts used must be adequately tied and weighted down.
- Each member should have a sign identifying vendor's name (business/farm) and physical location.
- Vendors should be dressed appropriately.
- Vendors must always conduct themselves in a courteous and professional manner and treat customers and other vendors with respect. Vendors should be attentive to customers.
- All food items should be stored at least 6 inches off the ground. Each vendor must provide a trash container at the vendor's space for public use if offering samples or other waste materials.
- Vendors must remove from the Market discarded products, including unsold produce. Vendors must leave the vendor space clean and free of litter, produce and trash.
- All animals brought to Market by customers **MUST** be kept on a leash and away from all food areas.
- Vendors are not permitted to bring pets to the Market, where food items are sold.
- Music is provided by the Market for entertainment. Music playing by a vendor during music provided by the market is not acceptable. On a Market day when music provided by the Market is not available, music may be played by a vendor with the consent of the Manager, if it is not loud, disturbing the other vendors, or disturbing vendor interactions with customers.
- Vendors are not permitted to smoke in the selling area. No consumption of alcoholic beverages is allowed onsite during Market hours. Illegal drugs are never allowed.

### Special Requirements for Agricultural Products:

Market Vendor members must:

- Grow the local product that vendor sells.

- Not resell products of any type at the Market, except for value-added products.
- Allow an inspection of the farm or facilities.
- Provide a copy of all required licenses, permits, licenses and insurance policies necessary for vendor's operation, to the Market prior to selling.
- If grown organic, the vendor must be Texas Department of Agriculture certified to be able to advertise that the produce is organically grown and present certification.
- Organic vendors must meet the requirement of the National Organic Program as far as labeling and a copy of the certification must be on file with the Market, and display vendor's booth signs using the word "organic."
- ALL vendors must post their prices in a way that a customer can know the price of items without speaking to the vendor. A printout on the table is acceptable.
- Vendors should keep a fair price on their product. All vendors must respect the prevailing pricing levels set at the Market; "lowballing" is not permitted.
- All vendors will provide their own means of display, necessary bags, approved calibrated scales (if using scales), and keep their space free of trash.
- All produce must be fresh, neat, and attractively displayed.
- All vendors may accept the Texas Lone Star card for food purchases (See attached chart for allowable items). Please have customer fill in Lone Star form available at Scented Pleasures space; the form needs to be returned there to be processed. Vendors are paid every Saturday for their Lone Star sales.

### **Approved Agricultural Products:**

- Any vegetables grown by the vendor from seeds, sets, or seedlings.
- Any fruits, nuts (shelled or unshelled), berries grown by the vendor from trees, bushes, or vines on the vendor's farm.
- Any plant, trees, fresh and dried flowers, herbs, and decorative vegetation grown or legally gathered by the vendor.
- Fresh cut flowers grown by the vendor.
- Nursery and cut flowers require a state inspection from the Texas Department of Agriculture. All vendors selling flowers and nursery

products must also carry a tax identification number for sales tax purposes.

- Bulbs, sprouted seeds and grains propagated by the vendor.
- Mushrooms produced and cultivated by the vendor.
- Eggs produced by the vendor's poultry.
- Fish, meat, or dairy products from animals raised on the vendor's premises.
- Honey produced by the vendor's bees.
- Firewood from vendor's property.

**NOTE: Live animals, such as rabbits, chickens, birds, etc., raised/grown by vendors on their farm/ranch, may be sold at the Market, with approval of the Market Manager. Domestic animals such as cats and dogs may NOT be sold at the Market, by Market Vendors.**

### Special Requirements for Value-Added Products

Vendors may sell value-added products if made in accordance with Market rules and approved by the Manager before they are offered for sale at the Market.

Value-added vendor at the Market must:

- Allow for an inspection of the vendor's facilities.
- Hold all required permits, licenses, and insurance policies necessary for the vendor's operation and provide copies to the Manager.

Value-added products may include:

- Dried herbs, spices, dried tea mixes, beans, grains, fruits, nuts and vegetables grown by the vendor and prepared by the vendor in compliance with all health regulations.
- Shelled nuts from the vendor's trees, including those which have been salted, roasted or flavored.
- Dried flower arrangements and wreaths, produced by the vendor.
- Herbal products including salves, lotions, soaps, teas, etc.
- Other products approved by the Manager and consistent with the Market's purpose to give regional producers direct access to customers.
- Jams, preserves, vinegars, salsas, pesto, oils and flavored oils, baked goods and other edible products that have been prepared by the vendor.

- Cottage law produced foods are permitted at the Market with proper licenses and package labels, as space allows.

## **Special Requirements for Artisan Products**

Vendors may sell artisan products if made in accordance with Market rules and approved by the Manager before they are offered for sale at the Market. An artisan vendor at the Market must produce the product to be offered.

### **Artisan products may include:**

- Ceramics and pottery,
- Glass mosaics,
- Painting,
- Hand-made jewelry,
- Photography,
- Fiber art,
- Wood art,
- Metal art,
- Folk art-baskets, cards (hand-drawn, photographic), soaps and candles.

## **Standards of Conduct and Market Etiquette**

All vendors are expected to maintain high standards of honesty and integrity with respect to the representation and sale of their products and to conduct themselves at all times in a professional, courteous, and helpful manner towards customers, other vendors, and the Manager. Vendors are expected to be Market ambassadors, helping to tell its story, supporting vendor recruitment, encouraging public utilization of the Market and effectively representing the “Grow Local” movement.

The Market makes every effort and takes pride in promoting and providing a cohesive, welcoming marketplace and respect for those whose product is their passion. Discord will not be tolerated. It is a privilege and not a right to sell at the Market.

Each member of the Market should recognize that the Market is essentially a cooperative of equal shareholders. It takes a collective effort to make the Market a success ... in terms of product, of public perception and of securing its place in and value to the community. It requires all to be respectful in dealings with fellow vendors and with Market management.

Issues will inevitably arise. Vendors are encouraged to work through them with the Manager. If the Manager is unable to resolve the problem, the vendor may request an opportunity to be heard by the Board at its next quarterly meeting. If the matter is urgent, however, the vendor may request a special meeting of the Board, called for that purpose.

All customer or vendor comments and/or complaints should be referred directly to the Manager. The Manager will make every attempt to resolve an issue, including discussing the issue with the Board.

**Rule Violations**

Whenever the Manager believes a vendor has violated the Market rules and regulations, the Manager may talk to the vendor about the rule and the rationale behind it. The Manager may follow up the verbal warning with a written confirmation of the alleged violation with a copy provided to the Board.

Misrepresentation about a vendor’s product or discourteous, rude, or disruptive behavior to another vendor or a customer is grounds for immediate suspension from the Market. Other serious break of a Market rule or behavior that undermines the viability or respect of the Market or repeated violations of Market rules may result in suspension or revocation of the vendor’s privilege of participating in the Market.

The Board reserves the right to deny the admittance to any vendor’s application or to expel any vendor that it believes not in the best interest of the Market.

**For additional information contact:**  
**Market Manager: Robert Fajkus**  
**Home: 830-839-4335 or Cell: 512-237-0553**  
**Email: [sunsethillfarms@gmail.com](mailto:sunsethillfarms@gmail.com)**



# Using SNAP Benefits



## SNAP Benefits CAN Buy:

- Foods for you and your household to eat, such as:
  - breads and cereals;
  - fruits and vegetables;
  - meats, fish and poultry; and
  - dairy products.
- Seeds and plants which produce food for you and your household to eat.

## SNAP Benefits CANNOT Buy:

- Beer, wine, liquor, cigarettes or tobacco.
- Any nonfood items, such as:
  - pet foods;
  - soaps, paper products; and
  - household supplies.
- Vitamins and medicines.
- Food that will be eaten in the store.
- Hot foods.

## Remember:

- Do not exchange SNAP benefits for cash.
- SNAP benefits may not be used to pay a credit account.
- Retailers shall not collect state or local sales taxes on purchases made with SNAP benefits.
- SNAP benefits expand your ability to eat a variety of foods.



## For information on applying for SNAP benefits, call 1-800-221-5689

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs or disability.

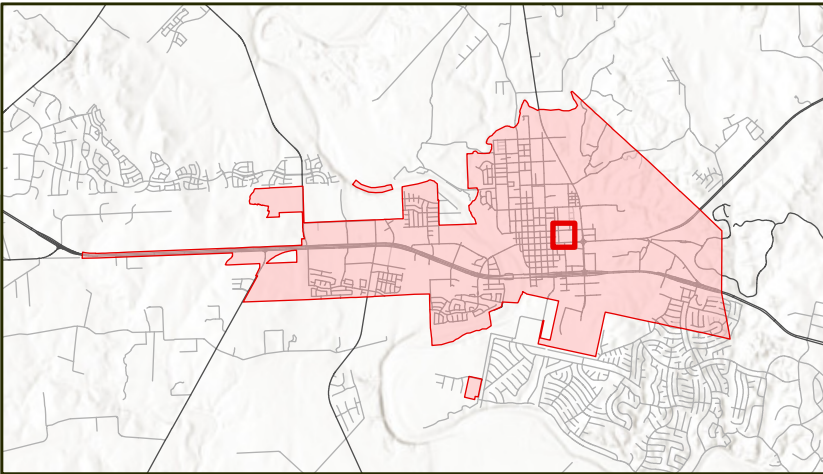
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

**USDA** USDA is an equal opportunity provider and employer.  
 United States Department of Agriculture • Food and Nutrition Service  
 FNS-110 • Revised December 2008

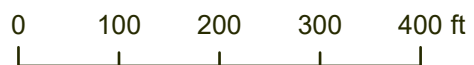




# Attachment 1 Location Map Farmer's Market



8/29/2024



Scale 1:2,293

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.



# STAFF REPORT

**MEETING DATE:** October 1, 2024

**TITLE:**

Consider and act on Resolution No. R-2024-130, approving a construction contract with Joe Bland Construction, LLC for a not-to-exceed amount of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents (\$3,246,606.00) for the construction of the Agnes Street Extension Project; 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:**

Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

On December 14, 2021, City Council passed Resolution No. R-2021-122 entering into a professional services contract with Kimley-Horn for the design and construction phase services for the Agnes Street Extension project.

The Agnes Street Extension project will extend and widen Agnes Street from State Highway 304 to Sterling Drive with approximately 4,000 LF of asphalt pavement. Water, wastewater and storm sewer infrastructure will be extended along the new roadway.

On August 13, 2024, the City published an Invitation to Bid (ITB) for construction services for the Agnes Street Extension project. The competitive sealed bids were opened on September 16, 2024. The City of Bastrop received 5 bids for this project. After Kimley-Horn evaluation of the bids, Kimley-Horn provided a Recommendation to Award the construction contract for this project to Joe Bland Construction, LLC, the lowest responsible bidder.

A bid summary table is provided below:

Rank	Contractor	Non-GLO (City Funded)	GLO and Non-GLO
1	Joe Bland Construction, LLC	\$1,244,495.00	\$3,246,606.00
2	Patin Construction	\$1,432,020.42	\$3,499,786.22
3	Packsaddle Management, LLC	\$1,505,030.00	\$3,876,058.00
4	Capital Excavation Co.	\$1,559,057.80	\$4,113,753.20
5	Aaron Concrete Contractors, LLC	\$1,839,335.90	\$4,471,272.25

Kimley-Horn’s opinion of probable construction cost was approximately \$4.8M.

**FISCAL IMPACT:**

FY 2025 Budget

- CO, Series 2023 Bond, issued December 2022

**RECOMMENDATION:**

Consider and act on Resolution No. R-2024-130, approving a construction contract with Joe Bland Construction, LLC for a not-to-exceed amount of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents (\$3,246,606.00) for the construction of the Agnes Street Extension Project; 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.

**ATTACHMENTS:**

- Exhibit A: Resolution No. R-2024-130
- Exhibit B: Draft Agnes Street Extension Construction Contract
- Exhibit C: Agnes Street Extension project location map



**RESOLUTION NO. R-2024-130**

**CONSTRUCTION CONTRACT  
WITH JOE BLAND CONSTRUCTION, LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH JOE BLAND CONSTRUCTION, LLC, FOR A NOT-TO-EXCEED AMOUNT OF THREE MILLION, TWO HUNDRED FORTY-SIX THOUSAND, SIX HUNDRED SIX DOLLARS AND ZERO CENTS (\$3,246,606.00) FOR THE CONSTRUCTION OF THE AGNES STREET EXTENSION PROJECT; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.**

**WHEREAS,** the City finds it necessary to extend and widen Agnes Street from State Highway 304 to Sterling Drive, and install water, wastewater, storm, and sewer infrastructure along the new roadway; and

**WHEREAS,** on December 14, 2021, the City Council passed Resolution No. R-2021-122 entering into a professional services contract with Kimley-Horn for the design and construction phase services for the Agnes Street Extension project (“Project”); and

**WHEREAS,** on August 13, 2024, the City published an Invitation to Bid (“ITB”) for construction services for the Project; and

**WHEREAS,** Joe Bland Construction, LLC (“Contractor”), timely filed a bid in response to the ITB; and

**WHEREAS,** Kimley-Horn evaluated all bids that were timely received in response to the ITB, and provided a Recommendation to Award the construction contract for the Project to Contractor, the lowest responsible bidder.

**WHEREAS,** City has the power to execute the Construction Contract (“Contract”) attached and incorporated herein as **Exhibit A**, with Contractor; and

**WHEREAS,** City desires to hire Contractor to provide those construction services specified in the Contract.

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

**Section 1. Finding of Facts:** 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. Execution:** The City Council hereby authorizes the City Manager to execute the Construction Contract with Joe Bland Construction, LLC, (incorporated herein as **Exhibit A**) for a not-to-exceed amount of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents (\$3,246,606.00).

**Section 3. 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 4. Severability:** 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. Effective Date:** This Resolution shall be in full force and effect from and after its passage.

**Section 6. 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 1<sup>st</sup> day of October 2024.**

**[ Signature Page to Follow ]**

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

**APPROVED AS TO FORM:**

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



**ATTACHMENT A**



September 24, 2024

Elizabeth Wick, CFM  
Project Manager  
Engineering Department  
City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas, 78602

RE: Agnes Street Extension – SH 304 to Shaefer Boulevard  
GLO Contract No: 22-085-059-D316

Dear Ms. Wick:

On September 16, 2024, the City of Bastrop received bids for the Agnes Street Extension project. The following bids were received:

<b>Bidder</b>	<b>GLO Base Bid</b>	<b>Non-GLO Base Bid</b>	<b>Total Base Bid</b>
Joe Bland Construction, LLC	\$2,002,111.00	\$1,244,495.00	\$3,246,606.00
Patin Construction, LLC	\$2,067,765.80	\$1,432,020.42	\$3,499,786.22
Packsaddle Management, LLC	\$2,371,028.00	\$1,505,030.00	\$3,876,058.00
Capital Excavation Company	\$2,554,695.40	\$1,559,057.80	\$4,113,753.20
Aaron Concrete Contractors, LLC	\$2,712,950.35	\$1,839,335.90	\$4,552,286.25

Kimley-Horn and Associates, Inc. has reviewed the lowest bidders' qualifications and verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Joe Bland Construction, LLC is the lowest responsive bidder.

Enclosed is a copy of the Bid Tabulation for your reference. Thank you for the opportunity to be of service to the City of Bastrop. Should you have any questions or comments, please to not hesitate to contact us.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Ryan Delmotte, P.E., CFM

Client: City of Bastrop				Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Engineer's OPCC	
Job No.: GLO Contract No. 22-0850059-D316				Joe Bland Construction, LLC 9500 W. Parmer Ln, Unit 1301 Austin, TX 78717		Patin Construction 3800 W 2nd St. Taylor, TX 76574		Packsaddle Management, LLC P.O. Box 4385 Horseshoe Bay, TX 78657		Capital Excavation Co. 2967 Business Park Drive Buda, TX 78610		Aaron Concrete Contractors, LLC 4108 Nixon Lane Austin, TX 78725		Kimley-Horn and Associates, Inc.	
Project: Agnes Street Extension															
Date: September 16, 2024															
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
<b>GLO Funded Items</b>															
<b>Base Bid - General</b>															
101	MOBILIZATION (5% MAX) (GLO FUNDED)	1.0	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$110,000.00	\$110,000.00	\$112,000.00	\$112,000.00	\$140,000.00	\$140,000.00	\$150,000.00	\$150,000.00
102	STORM WATER POLLUTION PREVENTION PLAN	1.0	LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$7,566.00	\$7,566.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
103	RIGHT-OF-WAY AND EASEMENT PREPARATION (GLO FUNDED)	1.0	LS	\$20,500.00	\$20,500.00	\$120,000.00	\$120,000.00	\$17,765.00	\$17,765.00	\$160,000.00	\$160,000.00	\$200,000.00	\$200,000.00	\$60,000.00	\$60,000.00
<b>General Subtotal</b>					<b>\$73,500.00</b>		<b>\$147,500.00</b>		<b>\$135,331.00</b>		<b>\$277,000.00</b>		<b>\$355,000.00</b>		<b>\$230,000.00</b>
<b>Base Bid - Paving</b>															
201	UNCLASSIFIED ROADWAY EXCAVATION	8,889.0	CY	\$16.00	\$142,224.00	\$30.00	\$266,670.00	\$40.00	\$355,560.00	\$9.00	\$80,001.00	\$35.00	\$311,115.00	\$30.00	\$266,670.00
202	COMPACTED ROADWAY FILL & EMBANKMENT	174.0	CY	\$8.00	\$1,392.00	\$15.00	\$2,610.00	\$50.00	\$8,700.00	\$35.00	\$6,090.00	\$32.00	\$5,568.00	\$30.00	\$5,220.00
203	10" LIME TREATED SUBGRADE	11,250.0	SY	\$10.00	\$112,500.00	\$6.00	\$67,500.00	\$9.00	\$101,250.00	\$8.20	\$92,250.00	\$7.00	\$78,750.00	\$10.00	\$112,500.00
204	HYDRATED LIME (48 LBS/SY)	270.0	TON	\$365.00	\$98,550.00	\$400.00	\$108,000.00	\$400.00	\$108,000.00	\$430.00	\$116,100.00	\$408.00	\$110,160.00	\$350.00	\$94,500.00
205	10" FLEXIBLE BASE (CMP IN PLACE) (TXDOT TY A GR 1-2)	2,946.0	CY	\$55.00	\$162,030.00	\$50.00	\$147,300.00	\$80.00	\$235,680.00	\$135.00	\$397,710.00	\$87.00	\$256,302.00	\$90.00	\$265,140.00
206	3" HMA CONCRETE (TXDOT TY D)	1,501.0	TON	\$130.00	\$195,130.00	\$155.412	\$233,273.41	\$155.00	\$232,655.00	\$133.00	\$199,633.00	\$150.00	\$225,150.00	\$220.00	\$330,220.00
207	CONCRETE CURB AND GUTTER	6,445.0	LF	\$22.00	\$141,790.00	\$18.00	\$116,010.00	\$18.00	\$116,010.00	\$25.00	\$161,125.00	\$25.00	\$161,125.00	\$45.00	\$290,025.00
208	CONCRETE SIDEWALK (4")	1,134.0	SY	\$55.00	\$62,370.00	\$50.00	\$56,700.00	\$64.00	\$72,576.00	\$120.00	\$136,080.00	\$120.00	\$136,080.00	\$80.00	\$90,720.00
209	SIDEWALK PEDESTRIAN RAMP (TY 7)	4.0	EA	\$4,000.00	\$16,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$4,000.00	\$16,000.00	\$2,800.00	\$11,200.00	\$3,500.00	\$14,000.00
210	TRAFFIC CONTROL	1.0	LS	\$12,750.00	\$12,750.00	\$7,500.00	\$7,500.00	\$7,236.00	\$7,236.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
211	REFL PAV MRK TY I (W) 6" LANE LINE	800.0	LF	\$3.00	\$2,400.00	\$2.60	\$2,080.00	\$3.00	\$2,400.00	\$1.50	\$1,200.00	\$2.40	\$1,920.00	\$2.00	\$1,600.00
212	REFL PAV MRK TY I (W) 8" SOLID	715.0	LF	\$3.00	\$2,145.00	\$3.575	\$2,556.13	\$4.00	\$2,860.00	\$2.60	\$1,859.00	\$3.30	\$2,359.50	\$4.00	\$2,860.00
213	REFL PAV MRK TY I (W) 8" DASHED	111.0	LF	\$3.00	\$333.00	\$3.90	\$432.90	\$4.00	\$444.00	\$3.00	\$330.00	\$3.60	\$399.60	\$6.00	\$666.00
214	REFL PAV MRK TY I (W) 24" SOLID	366.0	LF	\$20.00	\$7,320.00	\$22.10	\$8,088.60	\$20.00	\$7,320.00	\$9.70	\$3,550.20	\$21.00	\$7,686.00	\$12.00	\$4,392.00
217	REFL PAV MRK TY I (W) ARROW	8.0	EA	\$275.00	\$2,200.00	\$325.00	\$2,600.00	\$295.00	\$2,360.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$175.00	\$1,400.00
218	REFL PAV MRK TY I (W) WORD	7.0	EA	\$325.00	\$2,275.00	\$390.00	\$2,730.00	\$353.00	\$2,471.00	\$320.00	\$2,240.00	\$360.00	\$2,520.00	\$200.00	\$1,400.00
219	REFL RAISED MARKER TYPE I-C	40.0	EA	\$9.00	\$360.00	\$10.40	\$416.00	\$10.00	\$400.00	\$10.80	\$432.00	\$10.00	\$400.00	\$4.00	\$160.00
220	REFL RAISED MARKER TYPE II-C-R	40.0	EA	\$9.00	\$360.00	\$10.40	\$416.00	\$10.00	\$400.00	\$10.80	\$432.00	\$10.00	\$400.00	\$4.00	\$160.00
222	REFL RAISED MARKER (BLUE)	7.0	EA	\$9.00	\$63.00	\$10.40	\$72.80	\$10.00	\$70.00	\$16.20	\$113.40	\$10.00	\$70.00	\$4.00	\$28.00
223	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	4.0	EA	\$1,100.00	\$4,400.00	\$1,267.50	\$5,070.00	\$1,148.00	\$4,592.00	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00
224	PEDESTRIAN HANDRAIL (TY D WACO)	50.0	LF	\$375.00	\$18,750.00	\$390.00	\$19,500.00	\$380.00	\$19,000.00	\$420.00	\$21,000.00	\$390.00	\$19,500.00	\$275.00	\$13,750.00
229	REMOVE AND REPLACE ASPHALT PAVEMENT	2.0	SY	\$50.00	\$100.00	\$1,000.00	\$2,000.00	\$100.00	\$200.00	\$1,900.00	\$3,800.00	\$36.00	\$72.00	\$200.00	\$400.00
231	STREET END BARRICADES	2.0	EA	\$1,950.00	\$3,900.00	\$2,100.00	\$4,200.00	\$2,059.00	\$4,118.00	\$2,050.00	\$4,100.00	\$2,100.00	\$4,200.00	\$1,000.00	\$2,000.00
232	4" CONCRETE MEDIAN	173.0	SY	\$115.00	\$19,895.00	\$200.00	\$34,600.00	\$70.00	\$12,110.00	\$150.00	\$25,950.00	\$86.00	\$14,878.00	\$120.00	\$20,760.00
<b>Paving Subtotal</b>					<b>\$1,009,237.00</b>		<b>\$1,098,325.84</b>		<b>\$1,304,412.00</b>		<b>\$1,290,998.60</b>		<b>\$1,372,055.10</b>		<b>\$1,542,571.00</b>
<b>Base Bid - Illumination</b>															
301	FURNISH AND INSTALL STREET LIGHT POLE	12.0	EA	\$9,950.00	\$119,400.00	\$11,700.00	\$140,400.00	\$6,942.00	\$83,304.00	\$8,200.00	\$98,400.00	\$9,200.00	\$110,400.00	\$5,000.00	\$60,000.00
302	STREET LIGHT POLE FOUNDATION	12.0	EA	\$7,500.00	\$90,000.00	\$1,440.00	\$17,280.00	\$4,118.00	\$49,416.00	\$1,620.00	\$19,440.00	\$1,800.00	\$21,600.00	\$3,000.00	\$36,000.00
303	CONDT (PVC) (SCH 40) (2") (TRENCH)	2,110.0	LF	\$20.00	\$42,200.00	\$9.42	\$19,876.20	\$22.00	\$46,420.00	\$19.50	\$41,145.00	\$22.00	\$46,420.00	\$20.00	\$42,200.00
304	CONDT SLEEVE (PVC) (SCH 40) (4")	350.0	LF	\$50.00	\$17,500.00	\$31.08	\$10,878.00	\$82.00	\$28,700.00	\$48.70	\$17,045.00	\$54.00	\$18,900.00	\$30.00	\$10,500.00
305	ELEC CONDR (NO. 8) BARE	2,110.0	LF	\$2.00	\$4,220.00	\$2.58	\$5,443.80	\$3.00	\$6,330.00	\$1.60	\$3,376.00	\$1.75	\$3,692.50	\$3.00	\$6,330.00
306	ELEC CONDR (NO. 8) INSULATED	4,220.0	LF	\$2.00	\$8,440.00	\$2.70	\$11,394.00	\$3.00	\$12,660.00	\$1.80	\$7,596.00	\$2.00	\$8,440.00	\$3.00	\$12,660.00
307	TYPE C GROUND BOX WITH APRON	8.0	EA	\$2,750.00	\$22,000.00	\$2,220.00	\$17,760.00	\$2,389.00	\$19,112.00	\$2,650.00	\$21,200.00	\$3,000.00	\$24,000.00	\$1,300.00	\$10,400.00
308	ELEC SERV TY A	1.0	EA	\$14,250.00	\$14,250.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$13,800.00	\$13,800.00	\$15,400.00	\$15,400.00	\$3,500.00	\$3,500.00
<b>Illumination Subtotal</b>					<b>\$318,010.00</b>		<b>\$227,232.00</b>		<b>\$247,365.00</b>		<b>\$222,002.00</b>		<b>\$248,852.50</b>		<b>\$181,590.00</b>
<b>Base Bid - Drainage</b>															
401	CLASS III 42" RCP	17.0	LF	\$315.00	\$5,355.00	\$600.00	\$10,200.00	\$460.00	\$7,820.00	\$300.00	\$5,100.00	\$390.00	\$6,630.00	\$260.00	\$4,420.00
402	CLASS III 36" RCP	481.0	LF	\$175.00	\$84,175.00	\$185.00	\$88,985.00	\$229.00	\$110,149.00	\$200.00	\$96,200.00	\$230.00	\$110,630.00	\$225.00	\$108,225.00
403	CLASS III 30" RCP	122.0	LF	\$150.00	\$18,300.00	\$120.00	\$14,640.00	\$200.00	\$24,400.00	\$150.00	\$18,300.00	\$180.00	\$21,960.00	\$175.00	\$21,350.00
404	CLASS III 24" RCP	591.0	LF	\$95.00	\$56,145.00	\$90.00	\$53,190.00	\$114.00	\$67,374.00	\$120.00	\$70,920.00	\$150.00	\$88,650.00	\$150.00	\$88,650.00
405	CLASS III 18" RCP	349.0	LF	\$75.00	\$26,175.00	\$80.00	\$27,920.00	\$84.00	\$29,316.00	\$100.00	\$34,900.00	\$106.00	\$36,994.00	\$130.00	\$45,370.00
406	CLASS III 5'X3' RCB	64.0	LF	\$625.00	\$40,000.00	\$550.00	\$35,200.00	\$700.00	\$44,800.00	\$500.00	\$32,000.00	\$593.00	\$37,952.00	\$600.00	\$38,400.00
407	CLASS III 6'X5' RCB	115.0	LF	\$725.00	\$83,375.00	\$650.00	\$74,750.00	\$740.00	\$85,100.00	\$600.00	\$69,000.00	\$872.00	\$100,280.00	\$800.00	\$92,000.00
408	TRENCH EXCAVATION PROTECTION (STORM DRAIN)	1,739.0	LF	\$5.00	\$8,695.00	\$5.00	\$8,695.00	\$5.00	\$8,695.00	\$5.00	\$8,695.00	\$1.25	\$2,173.75	\$5.00	\$8,695.00
409	RIPRAP (STONE PROTECTION)(DRY)(24 IN)	317.0	CY	\$125.00	\$39,625.00	\$100.00	\$31,700.00	\$150.00	\$47,550.00	\$200.00	\$63,400.00	\$230.00	\$72,910.00	\$250.00	\$79,250.00
410	RIPRAP (CONC)(5 IN)	27.0	CY	\$750.00	\$20,250.00	\$500.00	\$13,500.00	\$863.00	\$23,301.00	\$900.00	\$24,300.00	\$715.00	\$19,305.00	\$1,200.00	\$32,400.00
411	REMOVE CONC RETAINING WALL	11.0	SY	\$130.00	\$1,430.00	\$250.00	\$2,750.00	\$250.00	\$2,750.00	\$530.00	\$5,830.00	\$155.00	\$1,705.00	\$40.00	\$440.00
412	HEADWALL MODIFICATION (TXDOT DETAIL PW)	1.0	EA	\$4,915.00	\$4,915.00	\$12,500.00	\$12,500.00	\$18,265.00	\$18,265.00	\$30,000.00	\$30,000.00	\$26,000.00	\$26,000.00	\$20,000.00	\$20,000.00
413	SET (TY I)(S=6FT)(HW=6FT)(4:1)(C)	2.0	EA	\$18,500.00	\$37,000.00	\$5,000.00	\$10,000.00	\$18,559.00	\$37,118.00	\$27,000.00	\$54,000.00	\$8,000.00	\$16,000.00	\$20,000.00	\$40,000.00
414	6'X6' STORM DRAIN JUNCTION BOX	1.0	EA	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$8,400.00	\$8,400.00	\$12,500.00	\$12,500.00
415	5'X5' STORM DRAIN JUNCTION BOX	1.0	EA	\$4,500.00	\$4,500.00	\$11,500.00	\$11,500.00	\$8,662.00	\$8,662.00	\$7,000.00	\$7,000.00	\$6,200.00	\$6,200.00	\$10,000.00	\$10,000.00
416	4'X4' STORM DRAIN JUNCTION BOX	1.0	EA	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$6,371.00	\$6,371.00	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$8,000.00	\$8,000.00
417	4'X4' AREA ZONE DRAIN WITH 2" CONCRETE APRON	3.0	EA	\$4,500.00	\$13,500.00	\$10,000.00	\$30,000.00	\$5,480.00	\$16,440.00	\$7,000.00	\$21,000.00	\$5,			

Client: <b>City of Bastrop</b>				<b>Bidder 1</b>		<b>Bidder 2</b>		<b>Bidder 3</b>		<b>Bidder 4</b>		<b>Bidder 5</b>		<b>Engineer's OPC</b>	
Job No.: <b>GLO Contract No. 22-0850059-D316</b>				<b>Joe Bland Construction, LLC</b> 9500 W. Parmer Ln, Unit 1301 Austin, TX 78717		<b>Patin Construction</b> 3800 W 2nd St. Taylor, TX 76574		<b>Packsaddle Management, LLC</b> P.O. Box 4385 Horseshoe Bay, TX 78657		<b>Capital Excavation Co.</b> 2967 Business Park Drive Buda, TX 78610		<b>Aaron Concrete Contractors, LLC</b> 4108 Nixon Lane Austin, TX 78725		<b>Kimley-Horn and Associates, Inc.</b>	
Project: <b>Agnes Street Extension</b>				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Date: <b>September 16, 2024</b>				Item Cost		Item Cost		Item Cost		Item Cost		Item Cost		Item Cost	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
<b>Alternate Bid - Cement Stabilization</b>															
203	10" LIME TREATED SUBGRADE	-11,250.0	SY	\$10.00	-\$112,500.00	\$6.00	-\$67,500.00	\$9.00	-\$101,250.00	\$8.20	-\$92,250.00	\$7.00	-\$78,750.00	\$10.00	-\$112,500.00
204	HYDRATED LIME (48 LBS/SY)	-270.0	TON	\$365.00	-\$98,550.00	\$400.00	-\$108,000.00	\$400.00	-\$108,000.00	\$430.00	-\$116,100.00	\$408.00	-\$110,160.00	\$350.00	-\$94,500.00
1000A	10" CEMENT STABILIZED SUBGRADE	11,250.0	SY	\$8.00	\$90,000.00	\$3.00	\$33,750.00	\$9.00	\$101,250.00	\$11.30	\$127,125.00	\$7.00	\$78,750.00	\$10.00	\$112,500.00
1001A	CEMENT STABILIZATION	270.0	SY	\$265.00	\$71,550.00	\$350.00	\$94,500.00	\$257.00	\$69,390.00	\$280.00	\$75,600.00	\$240.00	\$64,800.00	\$350.00	\$94,500.00
<b>Alternate Bid Subtotal</b>					<b>-\$49,500.00</b>		<b>-\$47,250.00</b>		<b>-\$38,610.00</b>		<b>-\$5,625.00</b>		<b>-\$45,360.00</b>		<b>\$0.00</b>
<b>GLO Funded Items</b>															
<b>CONSTRUCTION TOTAL - BASE BID</b>				<b>\$2,002,111.00</b>		<b>\$2,067,765.797</b>		<b>\$2,371,028.00</b>		<b>\$2,554,695.40</b>		<b>\$2,712,950.35</b>		<b>\$2,742,296.00</b>	
<b>CONSTRUCTION TOTAL - BID ALTERNATE</b>				<b>-\$49,500.00</b>		<b>-\$47,250.00</b>		<b>-\$38,610.00</b>		<b>-\$5,625.00</b>		<b>-\$45,360.00</b>		<b>\$0.00</b>	
<b>CONSTRUCTION TOTAL - BASE BID + BID ALTERNATE</b>				<b>\$1,952,611.00</b>		<b>\$2,020,515.80</b>		<b>\$2,332,418.00</b>		<b>\$2,549,070.40</b>		<b>\$2,667,590.35</b>		<b>\$2,742,296.00</b>	
<b>Non-GLO (City Funded) Items</b>															
<b>Base Bid - General</b>															
101	MOBILIZATION (5% MAX) (Non-GLO FUNDED)	1.0	LS	\$30,250.00	\$30,250.00	\$25,000.00	\$25,000.00	\$71,000.00	\$71,000.00	\$71,000.00	\$71,000.00	\$95,000.00	\$95,000.00	\$105,000.00	\$105,000.00
102	STORM WATER POLLUTION PREVENTION PLAN	1.0	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,566.00	\$7,566.00	\$3,160.00	\$3,160.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
103	RIGHT-OF-WAY AND EASEMENT PREPARATION (Non-GLO FUNDED)	1.0	LS	\$20,500.00	\$20,500.00	\$120,000.00	\$120,000.00	\$17,765.00	\$17,765.00	\$50,000.00	\$50,000.00	\$120,000.00	\$120,000.00	\$60,000.00	\$60,000.00
<b>General Subtotal</b>					<b>\$53,250.00</b>		<b>\$147,500.00</b>		<b>\$96,331.00</b>		<b>\$124,160.00</b>		<b>\$230,000.00</b>		<b>\$185,000.00</b>
<b>Base Bid - Paving</b>															
201	UNCLASSIFIED ROADWAY EXCAVATION	3,150.0	CY	\$16.00	\$50,400.00	\$30.00	\$94,500.00	\$40.00	\$126,000.00	\$9.00	\$28,350.00	\$47.00	\$148,050.00	\$30.00	\$94,500.00
202	COMPACTED ROADWAY FILL & EMBANKMENT	9.0	CY	\$100.00	\$900.00	\$15.00	\$135.00	\$50.00	\$450.00	\$35.00	\$315.00	\$51.00	\$459.00	\$30.00	\$270.00
203	10" LIME TREATED SUBGRADE	5,899.0	SY	\$10.00	\$58,990.00	\$6.00	\$35,394.00	\$9.00	\$53,091.00	\$8.00	\$47,192.00	\$9.00	\$53,091.00	\$10.00	\$58,990.00
204	HYDRATED LIME (48 LBS/SY)	142.0	TON	\$365.00	\$51,830.00	\$400.00	\$56,800.00	\$400.00	\$56,800.00	\$430.00	\$61,060.00	\$408.00	\$57,936.00	\$350.00	\$49,700.00
205	10" FLEXIBLE BASE (CMP IN PLACE) (TXDOT TY A GR 1-2)	1,535.0	CY	\$55.00	\$84,425.00	\$50.00	\$76,750.00	\$80.00	\$122,800.00	\$135.00	\$207,225.00	\$87.00	\$133,545.00	\$90.00	\$138,150.00
206	3" HMA CONCRETE (TXDOT TY D)	769.0	TON	\$130.00	\$99,970.00	\$155.412	\$119,511.83	\$155.00	\$119,195.00	\$133.00	\$102,277.00	\$150.00	\$115,350.00	\$220.00	\$169,180.00
207	CONCRETE CURB AND GUTTER	3,721.0	LF	\$22.00	\$81,862.00	\$18.00	\$66,978.00	\$18.00	\$66,978.00	\$21.40	\$79,629.40	\$25.00	\$93,025.00	\$45.00	\$167,445.00
208	CONCRETE SIDEWALK (4")	2.0	SY	\$55.00	\$110.00	\$50.00	\$100.00	\$64.00	\$128.00	\$67.00	\$134.00	\$27.00	\$54.00	\$80.00	\$160.00
209	SIDEWALK PEDESTRIAN RAMP (TY 7)	3.0	EA	\$4,000.00	\$12,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$3,740.00	\$11,220.00	\$2,400.00	\$7,200.00	\$3,500.00	\$10,500.00
210	TRAFFIC CONTROL	1.0	LS	\$13,500.00	\$13,500.00	\$1,500.00	\$1,500.00	\$7,236.00	\$7,236.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
211	REFL PAV MRK TY I (W) 6" LANE LINE	840.0	LF	\$3.00	\$2,520.00	\$2.60	\$2,184.00	\$3.00	\$2,520.00	\$1.50	\$1,260.00	\$2.40	\$2,016.00	\$2.00	\$1,680.00
212	REFL PAV MRK TY I (W) 8" SOLID	222.0	LF	\$3.00	\$666.00	\$3.575	\$793.65	\$4.00	\$888.00	\$2.60	\$577.20	\$3.30	\$732.60	\$4.00	\$888.00
214	REFL PAV MRK TY I (W) 24" SOLID	311.0	LF	\$18.00	\$5,598.00	\$22.10	\$6,873.10	\$20.00	\$6,220.00	\$9.70	\$3,016.70	\$21.00	\$6,531.00	\$12.00	\$3,732.00
215	REFL PAV MRK TY I (Y) 4" DOUBLE SOLID	407.0	LF	\$3.00	\$1,221.00	\$3.575	\$1,455.03	\$4.00	\$1,628.00	\$3.00	\$1,221.00	\$3.30	\$1,343.10	\$4.00	\$1,628.00
216	REFL PAV MRK TY I (Y) 8" SOLID	61.0	LF	\$3.00	\$183.00	\$3.575	\$218.08	\$4.00	\$244.00	\$2.60	\$158.60	\$3.30	\$201.30	\$4.00	\$244.00
217	REFL PAV MRK TY I (W) ARROW	3.0	EA	\$275.00	\$825.00	\$325.00	\$975.00	\$295.00	\$885.00	\$300.00	\$900.00	\$300.00	\$900.00	\$175.00	\$525.00
218	REFL PAV MRK TY I (W) WORD	2.0	EA	\$325.00	\$650.00	\$390.00	\$780.00	\$353.00	\$706.00	\$320.00	\$640.00	\$360.00	\$720.00	\$200.00	\$400.00
219	REFL RAISED MARKER TYPE I-C	12.0	EA	\$10.00	\$120.00	\$10.40	\$124.80	\$10.00	\$120.00	\$10.80	\$129.60	\$10.00	\$120.00	\$4.00	\$48.00
220	REFL RAISED MARKER TYPE II-C-R	41.0	EA	\$10.00	\$410.00	\$10.40	\$426.40	\$10.00	\$410.00	\$10.80	\$442.80	\$10.00	\$410.00	\$4.00	\$164.00
221	REFL RAISED MARKER TYPE II-A-A	40.0	EA	\$10.00	\$400.00	\$10.40	\$416.00	\$10.00	\$400.00	\$10.80	\$432.00	\$10.00	\$400.00	\$10.00	\$400.00
222	REFL RAISED MARKER (BLUE)	5.0	EA	\$10.00	\$50.00	\$10.40	\$52.00	\$10.00	\$50.00	\$16.20	\$81.00	\$11.00	\$55.00	\$4.00	\$20.00
223	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	9.0	EA	\$1,050.00	\$9,450.00	\$1,267.50	\$11,407.50	\$1,148.00	\$10,332.00	\$980.00	\$8,820.00	\$1,200.00	\$10,800.00	\$1,000.00	\$9,000.00
225	ADJUST EXISTING WASTEWATER CLEANOUT	1.0	EA	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$1,250.00	\$1,250.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
226	ADJUST EXISTING MANHOLE	1.0	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00	\$1,910.00	\$1,910.00	\$1,200.00	\$1,200.00	\$7,500.00	\$7,500.00
227	REMOVE CONC CURB AND GUTTER	442.0	LF	\$5.00	\$2,210.00	\$35.00	\$15,470.00	\$18.00	\$7,956.00	\$40.00	\$17,680.00	\$6.00	\$2,652.00	\$25.00	\$11,050.00
228	REMOVE STAB BASE & ASPH PAV(13")	22.0	SY	\$5.00	\$110.00	\$100.00	\$2,200.00	\$150.00	\$3,300.00	\$197.00	\$4,334.00	\$43.00	\$946.00	\$35.00	\$770.00
229	REMOVE AND REPLACE ASPHALT PAVEMENT	97.0	SY	\$40.00	\$3,880.00	\$36.00	\$3,492.00	\$100.00	\$9,700.00	\$97.50	\$9,457.50	\$36.00	\$3,492.00	\$200.00	\$19,400.00
230	RAPID RECTANGULAR FLASHING BEACON (2-WAY SOLAR)	2.0	EA	\$15,000.00	\$30,000.00	\$7,800.00	\$15,600.00	\$14,118.00	\$28,236.00	\$14,600.00	\$29,200.00	\$16,000.00	\$32,000.00	\$25,000.00	\$50,000.00
231	STREET END BARRICADES	1.0	EA	\$1,200.00	\$1,200.00	\$2,100.00	\$2,100.00	\$2,059.00	\$2,059.00	\$1,260.00	\$1,260.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00
<b>Paving Subtotal</b>					<b>\$515,230.00</b>		<b>\$525,236.38</b>		<b>\$645,132.00</b>		<b>\$633,378.80</b>		<b>\$693,110.00</b>		<b>\$818,344.00</b>
<b>Base Bid - Drainage</b>															
419	10' CURB INLET	1.0	EA	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$6,671.00	\$6,671.00	\$9,400.00	\$9,400.00	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00
422	ARMOR CURB SLOT	9.0	EA	\$4,750.00	\$42,750.00	\$3,500.00	\$31,500.00	\$4,765.00	\$42,885.00	\$6,800.00	\$61,200.00	\$5,300.00	\$47,700.00	\$7,000.00	\$63,000.00
423	CONCRETE ARMORING	11.0	SY	\$750.00	\$8,250.00	\$350.00	\$3,850.00	\$104.00	\$1,144.00	\$440.00	\$4,840.00	\$130.00	\$1,430.00	\$110.00	\$1,210.00
<b>Drainage Subtotal</b>					<b>\$55,500.00</b>		<b>\$44,350.00</b>		<b>\$50,700.00</b>		<b>\$75,440.00</b>		<b>\$62,130.00</b>		<b>\$70,210.00</b>
<b>Base Bid - Landscaping</b>															
501	TOP SOIL (4" DEPTH)	77.0	CY	\$60.00	\$4,620.00	\$50.00	\$3,850.00	\$39.00	\$3,003.00	\$146.00	\$11,242.00	\$52.00	\$4,004.00	\$15.00	\$1,155.00
502	BLOCK SODDING	686.0	SY	\$10.00	\$6,860.00	\$13.14	\$9,014.04	\$11.00	\$7,546.00	\$11.60	\$7,957.60	\$13.00	\$8,918.00	\$30.00	\$20,580.00
503	INLET PROTECTION	7.0	EA	\$175.00	\$1,225.00	\$132.00	\$924.00	\$177.00	\$1,239.00	\$125.00	\$905.00	\$140.00	\$980.00	\$35.00	\$245.00
504	TURF REINFORCEMENT MAT & SEEDING	2,240.0	SY	\$9.00	\$20,160.00	\$1.80	\$4,032.00	\$10.00	\$22,400.00	\$4.40	\$9,856.00	\$5.00	\$11,200.00	\$2.30	\$5,152.00
<b>Landscaping Subtotal</b>					<b>\$32,865.00</b>		<b>\$17,820.04</b>		<b>\$34,188.00</b>		<b>\$29,930.60</b>		<b>\$25,102.00</b>		<b>\$27,132.00</b>

Client: **City of Bastrop**  
 Job No.: **GLO Contract No. 22-0850059-D316**  
 Project: **Agnes Street Extension**  
 Date: **September 16, 2024**

				Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Engineer's OPCC	
				<b>Joe Bland Construction, LLC</b> 9500 W. Parmer Ln, Unit 1301 Austin, TX 78717		<b>Patin Construction</b> 3800 W 2nd St. Taylor, TX 76574		<b>Packsaddle Management, LLC</b> P.O. Box 4385 Horseshoe Bay, TX 78657		<b>Capital Excavation Co.</b> 2967 Business Park Drive Buda, TX 78610		<b>Aaron Concrete Contractors, LLC</b> 4108 Nixon Lane Austin, TX 78725		<b>Kimley-Horn and Associates, Inc.</b>	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
<b>Base Bid - Water</b>															
601	24" STEEL ENCASUREMENT PIPE (3/8" THICKNESS)	177.0	LF	\$175.00	\$30,975.00	\$300.00	\$53,100.00	\$160.00	\$28,320.00	\$225.00	\$39,825.00	\$300.00	\$53,100.00	\$520.00	\$92,040.00
602	16" STEEL ENCASUREMENT PIPE (1/4" THICKNESS)	237.0	LF	\$150.00	\$35,550.00	\$250.00	\$59,250.00	\$84.00	\$19,908.00	\$161.00	\$38,157.00	\$200.00	\$47,400.00	\$250.00	\$59,250.00
603	12" PVC WATER LINE (AWWA, C900 DR-18, RESTRAINED)	1,756.0	LF	\$110.00	\$193,160.00	\$105.00	\$184,380.00	\$123.00	\$215,988.00	\$131.00	\$230,036.00	\$175.00	\$307,300.00	\$175.00	\$307,300.00
604	6" DIP WATER LINE (AWWA, C151, RESTRAINED)	355.0	LF	\$75.00	\$26,625.00	\$89.00	\$31,595.00	\$90.00	\$31,950.00	\$129.00	\$45,795.00	\$120.00	\$42,600.00	\$110.00	\$39,050.00
605	12" GATE VALVE (AWWA, C509)	4.0	EA	\$4,500.00	\$18,000.00	\$7,500.00	\$30,000.00	\$5,700.00	\$22,800.00	\$4,590.00	\$18,360.00	\$5,700.00	\$22,800.00	\$5,700.00	\$22,800.00
606	6" GATE VALVE (AWWA, C509)	15.0	EA	\$2,000.00	\$30,000.00	\$2,500.00	\$37,500.00	\$2,252.00	\$33,780.00	\$2,290.00	\$34,350.00	\$3,100.00	\$46,500.00	\$3,300.00	\$49,500.00
607	FIRE HYDRANT ASSEMBLY (AWWA, C502)	7.0	EA	\$6,500.00	\$45,500.00	\$7,500.00	\$52,500.00	\$5,900.00	\$41,300.00	\$9,400.00	\$65,800.00	\$6,500.00	\$45,500.00	\$8,700.00	\$60,900.00
608	200A 2" COMBINATION AIR RELEASE VALVE	3.0	EA	\$6,250.00	\$18,750.00	\$7,500.00	\$22,500.00	\$10,000.00	\$30,000.00	\$4,210.00	\$12,630.00	\$5,100.00	\$15,300.00	\$6,500.00	\$19,500.00
609	CONNECT TO EXISTING WATER LINE (WET CONNECTION)	2.0	EA	\$1,500.00	\$3,000.00	\$7,500.00	\$15,000.00	\$3,678.00	\$7,356.00	\$7,600.00	\$15,200.00	\$7,600.00	\$15,200.00	\$6,000.00	\$12,000.00
610	TRENCH EXCAVATION PROTECTION	2,115.0	LF	\$5.00	\$10,575.00	\$3.00	\$6,345.00	\$5.00	\$10,575.00	\$5.40	\$11,421.00	\$1.30	\$2,749.50	\$7.00	\$14,805.00
611	DUCTILE IRON FITTINGS	3.0	TON	\$7,500.00	\$22,500.00	\$5,000.00	\$15,000.00	\$16,000.00	\$48,000.00	\$1,130.00	\$3,390.00	\$19,000.00	\$57,000.00	\$12,000.00	\$36,000.00
612	CONCRETE SIDEWALK REPAIR	5.0	CY	\$235.00	\$1,175.00	\$500.00	\$2,500.00	\$907.00	\$4,535.00	\$1,930.00	\$9,650.00	\$920.00	\$4,600.00	\$140.00	\$700.00
613	RESTRAIN EXISTING PIPE, 12" DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	1.0	EA	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$9,300.00	\$9,300.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
<b>Water Subtotal</b>					<b>\$436,810.00</b>		<b>\$512,170.00</b>		<b>\$496,512.00</b>		<b>\$533,914.00</b>		<b>\$661,449.50</b>		<b>\$716,845.00</b>
<b>Base Bid - Wastewater</b>															
701	16" STEEL ENCASUREMENT PIPE (1/4" THICKNESS)	118.0	LF	\$150.00	\$17,700.00	\$250.00	\$29,500.00	\$112.00	\$13,216.00	\$162.00	\$19,116.00	\$225.00	\$26,550.00	\$250.00	\$29,500.00
702	10" PVC WASTEWATER LINE (SDR-26)	560.0	LF	\$85.00	\$47,600.00	\$100.00	\$56,000.00	\$111.00	\$62,160.00	\$84.50	\$47,320.00	\$102.00	\$57,120.00	\$175.00	\$98,000.00
703	6" PVC WASTEWATER LINE (SDR-26)	162.0	LF	\$65.00	\$10,530.00	\$95.00	\$15,390.00	\$80.00	\$12,960.00	\$72.50	\$11,745.00	\$84.00	\$13,608.00	\$175.00	\$28,350.00
704	6" DIA. STANDARD PRE-CAST MANHOLE W/ CIP BASE	1.0	EA	\$27,500.00	\$27,500.00	\$25,000.00	\$25,000.00	\$17,881.00	\$17,881.00	\$29,900.00	\$29,900.00	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00
705	4" DIA. STANDARD PRE-CAST MANHOLE W/ PRE-CAST BASE	4.0	EA	\$9,500.00	\$38,000.00	\$10,000.00	\$40,000.00	\$9,000.00	\$36,000.00	\$9,100.00	\$36,400.00	\$8,200.00	\$32,800.00	\$8,000.00	\$32,000.00
706	WASTEWATER CLEAN-OUT	4.0	EA	\$750.00	\$3,000.00	\$1,500.00	\$6,000.00	\$2,485.00	\$9,940.00	\$1,030.00	\$4,120.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00
707	CONNECT TO EXISTING WASTEWATER LINE	1.0	EA	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$7,600.00	\$7,600.00	\$9,600.00	\$9,600.00	\$5,500.00	\$5,500.00
708	TRENCH EXCAVATION PROTECTION	722.0	LF	\$5.00	\$3,610.00	\$7.00	\$5,054.00	\$5.00	\$3,610.00	\$8.20	\$5,920.40	\$1.20	\$866.40	\$7.00	\$5,054.00
709	DUCTILE IRON FITTINGS	0.1	TON	\$4,000.00	\$400.00	\$5,000.00	\$500.00	\$14,000.00	\$1,400.00	\$1,130.00	\$113.00	\$18,000.00	\$1,800.00	\$12,000.00	\$1,200.00
<b>Wastewater Subtotal</b>					<b>\$150,840.00</b>		<b>\$184,944.00</b>		<b>\$182,167.00</b>		<b>\$162,234.40</b>		<b>\$167,544.40</b>		<b>\$215,604.00</b>
<b>Alternate Bid - Cement Stabilization</b>															
203	10" LIME TREATED SUBGRADE	-5,899.0	SY	\$10.00	-\$58,990.00	\$6.00	-\$35,394.00	\$9.00	-\$53,091.00	\$8.00	-\$47,192.00	\$9.00	-\$53,091.00	\$10.00	-\$58,990.00
204	HYDRATED LIME (48 LBS/SY)	-142.0	TON	\$365.00	-\$51,830.00	\$400.00	-\$56,800.00	\$400.00	-\$56,800.00	\$430.00	-\$61,060.00	\$408.00	-\$57,936.00	\$350.00	-\$49,700.00
1000A	10" CEMENT STABILIZED SUBGRADE	5,899.0	SY	\$8.00	\$47,192.00	\$3.00	\$17,697.00	\$9.00	\$53,091.00	\$11.30	\$66,658.70	\$7.00	\$41,293.00	\$10.00	\$58,990.00
1001A	CEMENT STABILIZATION	142.0	TON	\$265.00	\$37,630.00	\$350.00	\$49,700.00	\$257.00	\$36,494.00	\$280.00	\$39,760.00	\$240.00	\$34,080.00	\$350.00	\$49,700.00
<b>Alternate Bid Subtotal</b>					<b>-\$25,998.00</b>		<b>-\$24,797.00</b>		<b>-\$20,306.00</b>		<b>-\$1,833.30</b>		<b>-\$35,654.00</b>		<b>\$0.00</b>
<b>Non-GLO (City Funded) Items</b>															
<b>CONSTRUCTION TOTAL - BASE BID</b>					<b>\$1,244,495.00</b>		<b>\$1,432,020.42</b>		<b>\$1,505,030.00</b>		<b>\$1,559,057.80</b>		<b>\$1,839,335.90</b>		<b>\$2,033,135.00</b>
<b>CONSTRUCTION TOTAL - BID ALTERNATES</b>					<b>-\$25,998.00</b>		<b>-\$24,797.00</b>		<b>-\$20,306.00</b>		<b>-\$1,833.30</b>		<b>-\$35,654.00</b>		<b>\$0.00</b>
<b>CONSTRUCTION TOTAL - BASE BID + BID ALTERNATE</b>					<b>\$1,218,497.00</b>		<b>\$1,407,223.42</b>		<b>\$1,484,724.00</b>		<b>\$1,557,224.50</b>		<b>\$1,803,681.90</b>		<b>\$2,033,135.00</b>
<b>GLO and Non-GLO Items</b>															
<b>TOTAL AMOUNT BID - BASE BID - GLO and NON-GLO FUNDED</b>					<b>\$3,246,606.00</b>		<b>\$3,499,786.22</b>		<b>\$3,876,058.00</b>		<b>\$4,113,753.20</b>		<b>\$4,552,286.25</b>		<b>\$4,775,431.00</b>
<b>TOTAL AMOUNT BID - ALTERNATE BID - GLO and NON-GLO FUNDED</b>					<b>-\$75,498.00</b>		<b>-\$72,047.00</b>		<b>-\$58,916.00</b>		<b>-\$7,458.30</b>		<b>-\$81,014.00</b>		<b>\$0.00</b>
<b>TOTAL AMOUNT BID - BASE + ALTERNATE BID - GLO and NON-GLO FUNDED</b>					<b>\$3,171,108.00</b>		<b>\$3,427,739.22</b>		<b>\$3,817,142.00</b>		<b>\$4,106,294.90</b>		<b>\$4,471,272.25</b>		<b>\$4,775,431.00</b>

# CONSTRUCTION CONTRACT

THIS AGREEMENT made this the 1<sup>st</sup> day of O c t o b e r, 2 0 2 4, by and between Joe Bland Construction, LLC (a corporation organized and existing under the laws of the State of Texas) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) [Note 1] hereinafter called the "Contractor", and City of Bastrop hereinafter called the "City."

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Agnes Street Extension paving [Note 2] for the paving, drainage, water lines, sewer lines GLO Community Development Block Grant (CDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered 1, dated 8/28/2024 all as prepared by Kimley-Horn acting and in these contract documents preparation, referred to as the "Engineer".

**Special Notes:**

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in (as listed in the construction contract) hereof.

**Alternate Pricing Techniques:** In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

“**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents Dollars (\$3,246,606.00).”

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- a. This Agreement (pgs. 1-2)
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions
- g. Special Conditions
- h. Technical Specifications
- i. Construction Plans (incorporated by reference)
- j. HUD Form 4010

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated O c t o b e r 1, 2 0 2 4, shall commence on or before O c t o b e r 8, 2 0 2 4, and Contractor shall complete the WORK within 360 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 3, 2025.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

\_\_\_\_\_  
*(The Contractor)*

By \_\_\_\_\_ [Note 4]

Title \_\_\_\_\_

\_\_\_\_\_  
*(City)*

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

**Special Notes:**

*Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.*

*Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).*

**Corporate Certifications**

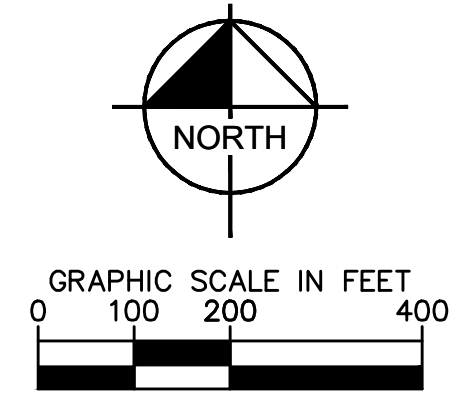
I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
*(Corporate Secretary)*



Plotted By: Holl, Keaton - August 27, 2024 - 02:17:27pm - K:\VAC-Civil\069786007\_Bastrop-Agnes\_GLO\CAD\Exhibits\Overall Roadway Exhibit.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
---	EX ROW
---	EX EASEMENT
---	PROP ROW
---	PROP EASEMENT
---	PROP STORM DRAIN
(Symbol)	EX TREE

- NOTES**
1. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
  2. GLO FUNDING DOES NOT INCLUDE WATER & WASTEWATER IMPROVEMENTS

NO.	REVISIONS	DATE	BY

**Kimley»Horn**  
 225 E. John W. Carpenter Freeway, Suite 1100, Irving, TX 75062  
 PHONE: 214-420-5800  
 WWW.KIMLEY-HORN.COM  
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
 TEXAS REGISTERED ENGINEERING FIRM #F-928

FOR REVIEW ONLY  
 Not for construction or permit purposes.  
**Kimley»Horn**  
 Engineer: RYAN M. DELMOTTE  
 P.E. No. 114242 Date: 8/27/2024

KHA PROJECT	069786007
DATE	8/27/2024
SCALE	AS SHOWN
DESIGNED BY	KCH
DRAWN BY	KCH
CHECKED BY	RMD

**CITY OF BASTROP**  
**AGNES STREET**  
**EXTENSION**  
**FROM STATE HIGHWAY 304**  
**TO STERLING DRIVE**

**OVERALL EXHIBIT**

SHEET NUMBER  
 1

Item 10B  
 PROJECT NO. 069786007 / BID NO. XXXX-X





# STAFF REPORT

**MEETING DATE:** October 1, 2024

**TITLE:**

Consider and act on the Preliminary Engineering Study and Water/Wastewater Master Plan conducted by Freese and Nichols.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Council Member Cheryl Lee and Mayor Lyle Nelson

**BACKGROUND/HISTORY:**

This item was placed on the agenda at the request of Council Member Lee as a result of a request for information shown as follows:

1. All purchase orders and invoices (paid and unpaid) from the firm Freese and Nichols from October 2022 to the current date regarding the WWTP #3 Phase 2 Project;
2. A copy or link to the Wastewater Master Plan drafted by Freese and Nichols and any correspondence and memos related to the progress of the plan; and
3. All email correspondence discussing the directive to "stop work" sent to staff and all firms, contractors, and subcontractors in February, March, and April 2024.

A decision was made to bring these questions and concerns at an open meeting for general discussion by the City Council.

**FISCAL IMPACT:**

Unknown

**RECOMMENDATION:**

Unknown

**ATTACHMENTS:**

[Click Here - Open Records Request Documents - ORR 9-6-2024 LeeC](#)



# STAFF REPORT

**MEETING DATE:** October 1, 2024

**TITLE:**

Consider and act on Resolution No. R2024-134, Appointing four (4) Members to the Bastrop Central Appraisal District Board of Directors for a Term Beginning January 2025; Providing for the Executive of Official Ballot; and Providing an Effective Date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Irma Parker, City Secretary

**BACKGROUND/HISTORY:**

At the City Council Meeting on September 10, 2024, Resolution No. R-2024-122 was approved. This resolution appointed five (5) members to the Bastrop Central Appraisal District Board of Directors for a term starting in January 2025. However, on September 23, 2024, the City received an email from the Bastrop Central Appraisal District stating that the sample resolution previously submitted to the Taxing Entities contained the wrong date regarding the term of office. Terms will be staggered, so the start date of service will not be the same for all members.

In an email, the Chief Appraiser informed us that Mr. William Archer has declined to be reappointed. Board members who are interested in continuing their service are Justin Bezner, David Glass, Jeannie Ralph, and David Reed. The city has the option to submit a replacement for Mr. Archer's vacancy. If the city chooses to name a replacement, they have 45 days to submit a nominee to the chief appraiser. The deadline for nomination is November 8<sup>th</sup>. A new member will be reviewed and appointed at the November 13 BCAD Meeting.

The attached resolution lists the four individuals who wish to be reappointed. The City Council should inform the staff whether they wish to consider nominating a citizen for the position being vacated by Mr. William Archer for a discussion and appointment at a future council meeting.

**FISCAL IMPACT:**

n/a

**RECOMMENDATION:**

Approve the Resolution as presented and advise Staff to prepare a future council agenda for nomination to replace Mr. Archer.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. R-2024-134**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPOINTING FOUR (4) MEMBERS TO THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR A TERM BEGINNING JANUARY 2025; PROVIDING FOR THE EXECUTION OF OFFICIAL BALLOT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** at the September 10, 2024 City Council Meeting the Council approved Resolution No. R-2024-122 appointing five (5) members to the Bastrop Central Appraisal District Board of Directors; and

**WHEREAS,** on September 23, 2024 the City received an email from the Bastrop Central Appraisal District that the sample resolution previously submitted to the Taxing Entities contained the wrong date pertaining to the term of office; and

**WHEREAS,** the email also advised that Mr. William Archer has declined to be reappointed. Board members expressing interest in continuing service to the Board are Justin Bezner, David Glass, Jeannie Ralph and David Reed; and

**WHEREAS,** due to the late notification regarding naming a replacement for Mr. Archer, the city has 45 days to submit to the chief appraiser a nominee to replace the board member. The deadline for nomination closes on November 8<sup>th</sup>. Board members will review and appoint a new member at the November 13, 2024 BCAD Meeting.

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

**Section 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

**Section 2.** The Bastrop City Council cast their official votes for Justin Bezner, David Glass, Jeannie Ralph and David Reed to Bastrop Central Appraisal District Board of Directors.

**Section 3.** The Bastrop City Council *wishes* OR *does not wish* to consider a nominee for the position being vacated by Mr. William Archer at a future council meeting

**Section 4.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**Section 5.** 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 AND ADOPTED** by the City Council of the City of Bastrop, Texas this 1<sup>st</sup> day of OCTOBER 2024.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

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



# STAFF REPORT

**MEETING DATE:** October 1, 2024

**TITLE:**

Consider and act on Ordinance No. 2024-34 of the City Council of the City of Bastrop, Texas, authorizing the City's Texas Municipal Retirement System Benefits: (1) 20-year retirement eligibility; (2) Non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §8953.404(f) and (f-1); (3) Annually accruing updated service credits and transfer updated service credits; and 4) authorizing actuarially determined City Contribution rate payments; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date

**STAFF REPRESENTATIVE:**

Edi McIlwain, Chief Financial Officer

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code; as amended which subtitle is referred to as the "TMRS Act). Each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires service hours of 1,000 or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment.

House Bill 2464, 88<sup>th</sup> Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS and authorized cities participating in the System to provide certain retirees and the beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retractive repeating COLA").

New TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA.

The City Council of the City of Bastrop, Texas acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

**POLICY EXPLANATION:**

The City Council of the City of Bastrop, Texas finds that it is in the public interest to: (1) adopt twenty (20) year retirement eligibility, (2) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (3) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and Transfer Updated Service Credits, and (4) removal of maximum contribution rate limit.

**FUNDING SOURCE:**

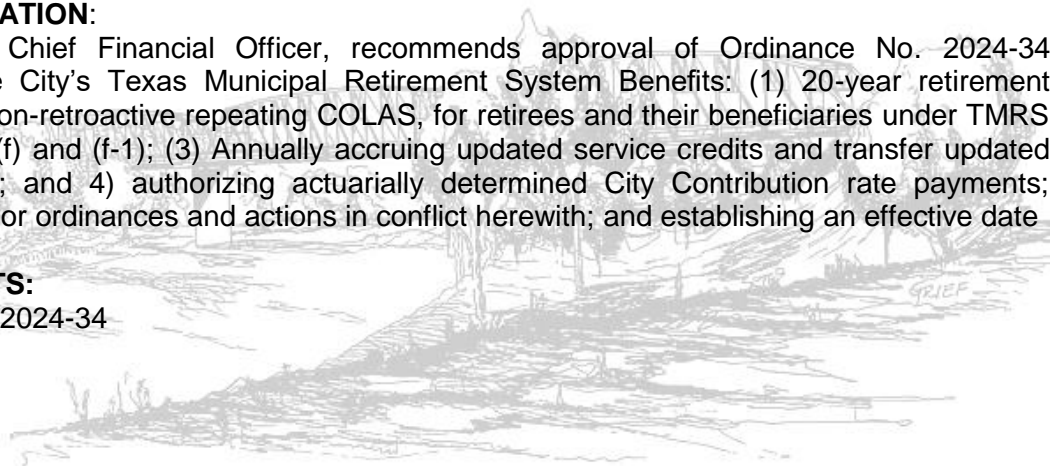
FY2024-2025 Budget

**RECOMMENDATION:**

Edi McIlwain, Chief Financial Officer, recommends approval of Ordinance No. 2024-34 authorizing the City's Texas Municipal Retirement System Benefits: (1) 20-year retirement eligibility; (2) Non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §8953.404(f) and (f-1); (3) Annually accruing updated service credits and transfer updated service credits; and 4) authorizing actuarially determined City Contribution rate payments; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date

**ATTACHMENTS:**

Ordinance No. 2024-34





**ORDINANCE NO. 2024-34**

**AN ORDINANCE REGARDING THE CITY OF BASTROP’S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS, AUTHORIZING: (1) 20 YEAR RETIREMENT ELIGIBILITY; (2) NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1); (3) ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (4) AUTHORIZING ACTUARIALLY DETERMINED CITY CONTRIBUTION RATE PAYMENTS.**

**WHEREAS**, the City of Bastrop, Texas (the “City”), elected to participate in the Texas Municipal Retirement System (the “System” or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

**WHEREAS**, each person who is or becomes an employee of the City on or after the effective date of the City’s participation in the System in a position that normally requires services of 1,000 hours or more per year (“Employee”) shall be a member of the System (“Member”) as a condition of their employment; and

**WHEREAS**, House Bill 2464, 88th Texas Legislature, R.S., 2023 (“HB 2464”), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing (“repeating”) annuity increase (also known as a cost of living adjustment, or “COLA”) based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a “non-retroactive repeating COLA”); and

**WHEREAS**, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

**WHEREAS**, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

**WHEREAS**, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under

§853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

**WHEREAS,** the City Council finds that it is in the public interest to: (1) adopt twenty (20) year retirement eligibility, (2) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (3) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and Transfer Updated Service Credits, and (4) authorize actuarially determined city contribution rate payments; now therefore,

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

**SECTION 1. Authorization of Twenty (20) Year Retirement Eligibility.**

(a) Pursuant to TMRS Act §854.202(g), the City authorizes any Member of the System who is or was an Employee of the City to retire and receive a service retirement benefit if the Member has at least twenty (20) years of credited service in the System performed for one or more municipalities, including the City, that have adopted a like provision under TMRS Act §854.202(g).

(b) Prior to adopting this Ordinance, the City has: (1) prepared an actuarial analysis of Member retirement annuities at twenty (20) years of service; and (2) held a public hearing pursuant to the notice provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code).

(c) The retirement eligibility authorized in this Ordinance shall be in addition to the plan provisions previously adopted by the City and in force at the effective date of this Ordinance pursuant to the TMRS Act.

(d) The retirement eligibility authorized by this Section shall be effective on the first day of the month of October 2024.

**SECTION 2. Adoption of Non-Retroactive Repeating COLAs.**

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City Employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose

service the annuities are based on the effective date of the annuity increase, multiplied by **70%** of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System (“Board”). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

**SECTION 3. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.**

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each Member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing Employee of the City, to receive “Updated Service Credit,” as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each Employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act

§853.601 (also known as “Transfer USC”), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS Member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System’s Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

**SECTION 4. Removal of Maximum Contribution Rate Limit.**

(a) Pursuant to TMRS Act §855.407, the City elects to make normal service and prior service contributions to the City’s BAF at the combined rate of the total compensation paid to its Employees who are System Members as the System’s actuary annually determines is necessary to fund all obligations chargeable to the City’s BAF, within the amortization period determined as applicable to the City under the TMRS Act and regardless of other TMRS Act provisions limiting the combined rate of City contributions.

(b) The removal of the maximum contribution rate limit under this Section shall be effective on the first day of the month of October 2024.

**READ AND APPROVED** on 1<sup>st</sup> Reading by the Bastrop City Council on this the \_\_\_ day of **SEPTEMBER 2024.**

**READ AND ADOPTED** on 2<sup>nd</sup> Reading by the Bastrop City Council on this the \_\_\_ day of **SEPTEMBER 2024**

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

## 2024 Rates • Bastrop (00092)

Report Date - September 24, 2024

Plan Provisions	Current	Option 1
Deposit Rate	6.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	Yes
20 Year/Any Age Retirement	No	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2024	2024
Normal Cost Rate	8.42%	10.67%
Prior Service Rate	<u>1.53%</u>	<u>3.60%</u>
Retirement Rate	<b>9.95%</b>	<b>14.27%</b>
Supplemental Death Rate	<u>0.27%</u>	<u>0.27%</u>
Total Contribution Rate	<b>10.22%</b>	<b>14.54%</b>
Unfunded Actuarial Liability	\$2,009,874	\$4,661,715
Amortization Period	20 years	20 years
Funded Ratio	93.2%	85.4%
Stat Max	12.50%	13.50%
Study Exceeds Stat Max	No	Yes

\* As of the December 31, 2022 valuation date, there were 20 employees with service in other TMRS cities eligible for transfer USC.



September 25, 2024

Edi McIlwain  
Chief Finance Officer  
City of Bastrop  
1311 Chestnut St  
Bastrop, TX 78602-3404

Dear Ms. McIlwain:

We are pleased to enclose a model ordinance for your city to adopt:

**100% Updated Service Credit with Transfers  
&  
70% Non-retroactive Cost of Living Adjustment Increase to Annuitants  
Both Annually Repeating  
Both Effective January 1, 2025  
&  
20-Year Retirement Eligibility  
&  
Removal of the Statutory Maximum Contribution Rate Limit  
Both Effective October 1, 2024**

By statute, when a city offers Updated Service Credits (USC) on an annually repeating basis, the city must readopt this annually repeating provision when adopting Cost of Living Adjustments (COLA). Therefore, the enclosed ordinance includes the city’s readoption of this benefit.

By adopting this ordinance, the city will not have to adopt an ordinance each year to reauthorize the calculation of USC/COLA. These benefits will remain in effect for future years until such time as they are discontinued by an ordinance adopted by the City Council.

Additionally, prior to adopting the 20-Year Retirement Eligibility provision, the TMRS Act (Texas Government Code, Chapters 851 - 855) requires that the city holds a public hearing pursuant to the notice provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551). Please have your city attorney review these and any other related necessary actions.

Furthermore, by adopting this ordinance, your city is agreeing to fully fund the cost of the pension benefits included in the city’s plan.

This ordinance will allow your city to impose its own “limit” on the contribution rate by using its discretion in determining which potential plan improvements to adopt, or not to adopt, based on



the calculated contribution rate. The TMRS actuary will perform a valuation of the city's plan of benefits each year and forward this rate to your city.

With the adoption of these benefits, the city's contribution rate will be **14.54%** beginning October 1, 2024. Starting January 1, 2025, the city's contribution rate will be **14.47%**.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at [cityservices@tmrs.com](mailto:cityservices@tmrs.com).

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,



Colin Davidson  
Director of City and Member Services

## 2025 Rates • Bastrop

September 23, 2024

Plan Provisions	Current	Option 1
Employee Contribution Rate	7%	7%
City Matching Ratio	2 to 1	2 to 1
Updated Service Credit (USC)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	No
Retirement Eligibility Any Age	25 years	20 years
Vesting	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025
Normal Cost Rate	10.48%	11.46%
Prior Service Rate	<u>2.58%</u>	<u>2.78%</u>
Retirement Rate	<b>13.06%</b>	<b>14.24%</b>
Supplemental Death Rate	<u>0.23%</u>	<u>0.23%</u>
Total Contribution Rate	<b>13.29%</b>	<b>14.47%</b>
Unfunded Actuarial Liability	\$3,906,559	\$4,209,499
Funded Ratio	88.4%	87.6%
Benefit Increase Amortization Period	20 years	20 years
Stat Max	13.50%	13.50%
Retirement Rate Exceeds Stat Max	No	Yes

\* As of the December 31, 2023 valuation date, there were 21 employees with service in other TMRS cities eligible for transfer USC.