

**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 12, 2021,**  
**Regular Meeting at 6:30 P.M.**

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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 [WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM](http://WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM) BEFORE 5:00 P.M. ON OCTOBER 12, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE** – Karlee Arellano, Kirin Belcher, Peyton Buckler, Sophie Godinez, Riley Graham, Jamie Green, Ellie Hoover, And Sophia Leal, Girl Scout Troop #42805, Bastrop Intermediate and Cedar Creek Intermediate Schools

**TEXAS PLEDGE OF ALLEGIANCE**

*Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

- 3. INVOCATION** – Phil Woods, Police Chaplain

#### **4. PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing October 18-23, 2021, as Chamber of Commerce Week. (Submitted by: Ann Franklin, City Secretary)

#### **5. WORK SESSION/BRIEFINGS**

- 5A. Presentation on the Bastrop City Council's establishment of economic development policy directive. (Submitted by: Paul A. Hofmann, City Manager)

#### **6. STAFF AND BOARD REPORTS**

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

#### **7. 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) before 5:00 p.m. on October 12, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.*

#### **8. APPROVAL OF THE MINUTES**

- 8A. Consider action to approve City Council minutes from the September 21, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

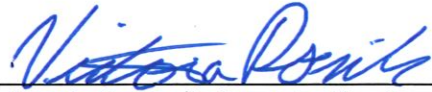


**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Consider action to approve Resolution No. R-2021-93 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9B. Consider action to approve Resolution No. R-2021-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty Thousand and 00/100 dollars (\$60,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date. (Submitted by: Candice Butts, Community Impact Manager)
- 9C. Consider action to approve Resolution No. R-2021-95 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and providing cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred and Eighteen Thousand and Eight Hundred Six 00/100 Dollars (\$118,806), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date. (Submitted by: Candice Butts, Community Impact Manager)
- 9D. Consider action to approve Resolution No. R-2021-96 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing museum and visitor center services, to the Bastrop County Historical Society, at a cost of One Hundred and Ninety-Five Thousand and Two-Hundred Forty-Three and 00/100 dollars (\$195,243) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date. (Submitted by: Candice Butts, Community Impact Manager)
- 9E. Consider action to approve the second reading of Ordinance No. 2021-14 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9F. Consider action to approve Resolution No. R-2021-97 of the City Council of the City of Bastrop, Texas, awarding a service agreement to Tyler Technologies for implementation of the conversion to new software platform (V10), at a cost of Sixty-Seven Thousand Three Hundred Twenty and 11/100 Dollars (\$67,320) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

**10. ADJOURNMENT**

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, October 7, 2021 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.



Victoria Psencik, Deputy City Secretary





# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 4A

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

- Power Point Presentation



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 4B

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, 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 12, 2021

**AGENDA ITEM:** 4C

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, 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 12, 2021

**AGENDA ITEM:** 4D

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas recognizing October 18-23, 2021, as Chamber of Commerce Week.

**STAFF REPRESENTATIVE:**

Ann Franklin, City Secretary

**ATTACHMENTS:**

- Proclamation for Chamber of Commerce Week





# P

# ROCLAMATION



**BASTROPTX**  
Heart of the Lost Pines / Est. 1832

**WHEREAS**, more than 3000 chambers of commerce in the United States distinguish themselves as the voice of business; and

**WHEREAS**, more than 600 chambers of commerce in the State of Texas actively provide services to their communities; and

**WHEREAS**, the work accomplished by the Bastrop Chamber of Commerce has benefited our community through their economic development, tourism promotion and community development programs; and

**WHEREAS**, the Bastrop Chamber of Commerce unceasingly promotes our community for quality growth and development; and

**WHEREAS**, the business community, represented through the Bastrop Chamber of Commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the job creation, and a positive vision of the future; and

**WHEREAS**, the Bastrop Chamber of Commerce in our community has and continues to seek to achieve successful results for our community in a cooperative spirit with other organizations; and

**WHEREAS**, the Bastrop Chamber of Commerce has proudly represented the business community in Bastrop County for almost 100 years; and

**WHEREAS**, the Bastrop Chamber has been a strong partner with the City of Bastrop in endeavors to promote and develop our local business community.

**NOW THEREFORE**, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim October 18-23, 2021 as:

## **CHAMBER OF COMMERCE WEEK**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 12<sup>th</sup> day of October 2021.

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Connie B. Schroeder, Mayor





# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 5A

**TITLE:**

Presentation on the Bastrop City Council's establishment of economic development policy directive.

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, City Manager

**BACKGROUND/HISTORY:**

The Bastrop Economic Development Corporation (BEDC) is a Type B Economic Development Corporation as authorized by Chapters 501 and 505 of the Texas Local Government Code. The City Council is responsible for authorizing the creation of the corporation, appointing the corporation's board of directors, and approving all programs and expenditures.

The City Council and the BEDC met in joint session on July 12, 2021. A significant area of discussion was how to align City Council's focus areas and priorities with the strategic objectives of the BEDC.

The July 12 joint session and subsequent conversations have indicated there is work to be done to achieve alignment. A particular discussion point has been the lack of clear direction from the City Council on economic development objectives and priorities, and on the particular roles of the BEDC and City of Bastrop in achieving those objectives.

The City of Bastrop has contracted with Joe Esch of Esch Development Solutions LLC to facilitate the creation of clear and concise policy directive from the City Council. That policy directive will include an alignment of purpose of the BEDC with the City of Bastrop, the role of the BEDC in support of the city's economic development efforts, roles and responsibilities, and the operational relationship between the BEDC and the City of Bastrop.

The details of the program of work will be presented to Council on October 12, and include steps taken to receive BEDC input and keep the BEDC informed of the status of the development of the policy directive.

**FISCAL IMPACT:**

The estimated fee for services is \$10,545. Sufficient funds are budgeted for third – party facilitation services for the City Council.

**RECOMMENDATION:**



Bastrop City Manager Paul A. Hofmann recommends the City Council receive the presentation and provide feedback as appropriate.

**ATTACHMENTS:**





# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 6A

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2021.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

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

**REVENUE**

General Fund is exceeding the forecast by 22%. This is attributed substantially to development fees and sales tax. Sales tax is 14% above forecast (forecast was adjusted for the latest budget amendment) and the development services category of revenue is already \$1,329,551 over the budgeted amount.

Debt Service received the bond refunding proceeds which is an inflow of resources, and you will see on the expense summary an outflow of resources. This will be resolved with a budget amendment in October.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry to a greater extent than projected. July was the first month revenues have exceeded forecast. August continued that trend bringing the shortfall down to 18% less than forecast.

The Capital Bond funds are short of forecast due to interest returns being lower than forecast.

All other funds are performing positive to forecast.

**EXPENDITURES**

Debt service has a transaction for the bond refunding.

Water/Wastewater received bond proceeds which resulted in a transfer out to the bond capital fund. This will be resolved with a budget amendment in October.

The cemetery is trending short of forecast due to several plot buybacks. This is offset by plot sales revenue exceeding budget.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2021-80 on August 24, 2021.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending August 31, 2021

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
August 2021





# Performance at a Glance as of August 31, 2021



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

## BUDGET SUMMARY OF ALL FUNDS

	<u>FY2021 Approved Budget</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
<b><u>Revenues:</u></b>				
General	\$ 13,231,238	\$ 11,860,613	\$ 14,493,246	22.2%
Designated	63,583	38,583	50,500	30.9%
Innovation	795,894	645,894	646,438	0.0%
Street Maintenance	1,024,000	1,023,750	1,029,371	0.5%
Debt Service	2,863,181	2,604,785	9,069,113	248.2%
Water/Wastewater	6,587,165	5,872,908	6,301,372	7.3%
Water/Wastewater Debt	2,956,026	1,889,045	1,893,539	0.2%
Water/Wastewater Capital Proj	130,000	119,167	119,889	0.6%
Impact Fees	1,571,278	1,435,338	2,996,749	108.8%
Vehicle & Equipment Replacement	537,111	497,768	497,788	0.0%
Electric	7,154,050	6,447,398	6,542,537	1.5%
HOT Tax Fund	2,548,212	2,334,587	1,916,263	-17.9%
Library Board	20,600	14,700	14,589	-0.8%
Cemetery	108,750	90,625	107,326	18.4%
Capital Bond Projects	1,105,793	1,096,861	37,861,609	3351.8%
Grant Fund	731,851	87,000	87,276	0.3%
Park/Trail Land Dedicaiton	1,865	1,710	1,954	14.3%
Hunter's Crossing PID	580,031	578,871	578,619	0.0%
Bastrop EDC	3,953,570	2,440,231	3,446,241	41.2%
<b>TOTAL REVENUES</b>	<b>\$ 45,964,198</b>	<b>\$ 39,079,834</b>	<b>\$ 87,654,419</b>	<b>124.3%</b>

**POSITIVE**  
**WARNING**  
**NEGATIVE**

= Positive variance or negative variance < 1% compared to forecast  
 = Negative variance of 1-5% compared to forecast  
 = Negative variance of >5% compared to forecast

## BUDGET SUMMARY OF ALL FUNDS

	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Expense:</u></b>				
General	\$ 13,748,678	\$ 12,259,181	\$ 11,496,512	-6.2%
Designated	501,000	# 297,250	280,996	-5.5%
Innovation	958,130	812,457	814,129	0.2%
Street Maintenance	1,020,654	1,202,345	92,155	-92.3%
Debt Service	2,997,157	2,756,616	8,908,949	223.2%
Water/Wastewater	6,228,137	5,974,077	41,880,007	601.0%
Water/Wastewater Debt	2,174,353	2,174,353	2,166,968	-0.3%
Water/Wastewater Capital Proj.	583,900	545,000	539,396	-1.0%
Impact Fees	1,984,939	90,000	74,689	-17.0%
Vehicle & Equipment Replacement	272,262	272,262	241,162	-11.4%
Electric	8,355,845	7,490,397	7,006,544	-6.5%
HOT Tax Fund	2,678,012	2,588,368	2,232,665	-13.7%
Library Board	23,450	21,496	5,027	-76.6%
Park Dedication	100,000	100,000	100,000	0.0%
Cemetery	79,803	75,123	77,103	2.6%
Hunter's Crossing PID	501,025	469,731	470,460	0.2%
Capital Projects (Bond)	24,944,196	9,747,736	9,765,190	0.2%
Grant Fund	731,851	45,642	44,685	-2.1%
Bastrop EDC	5,131,091	3,034,213	2,564,474	-15.5%
<b>TOTAL EXPENSES</b>	<b>\$ 73,014,483</b>	<b>\$ 49,956,247</b>	<b>\$ 88,761,111</b>	<b>77.7%</b>

**POSITIVE**

**WARNING**

**NEGATIVE**

= Negative variance or positive variance < 1% compared to forecast

= Positive variance of 1-5% compared to forecast

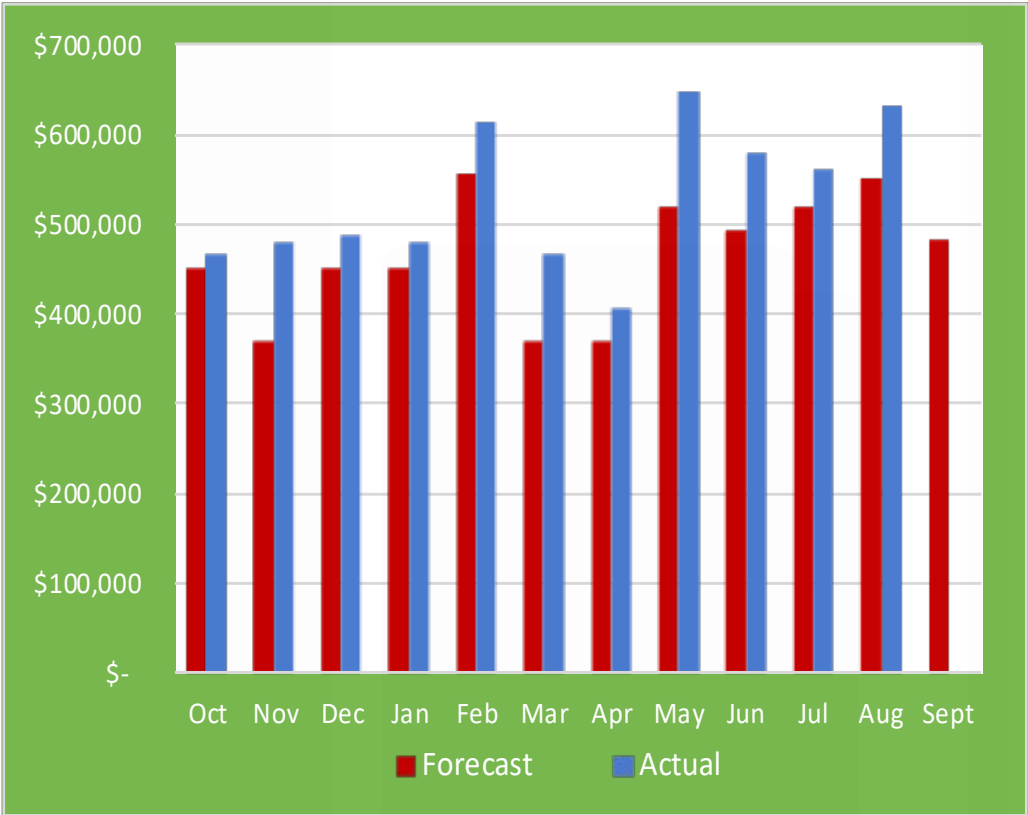
= Positive variance of >5% compared to forecast



REVENUE ANALYSIS

**SALES TAX REVENUE**

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 447,689	\$ 464,945	\$ 17,256
Nov	368,685	477,068	\$ 108,383
Dec	447,689	484,697	\$ 37,008
Jan	447,689	478,752	\$ 31,063
Feb	553,028	609,630	\$ 56,602
Mar	368,685	464,043	\$ 95,358
Apr	368,685	404,900	\$ 36,215
May	517,079	644,971	\$ 127,892
Jun	490,744	577,121	\$ 86,377
Jul	517,079	557,711	\$ 40,632
Aug	547,761	630,101	\$ 82,340
Sept	479,291		\$ -
<b>Total</b>	<b>\$ 5,554,104</b>	<b>\$ 5,793,939</b>	<b>\$ 719,126</b>
Cumulative Forecast	\$ 5,074,813		
Actual to Forecast	\$ 719,126	14.2%	

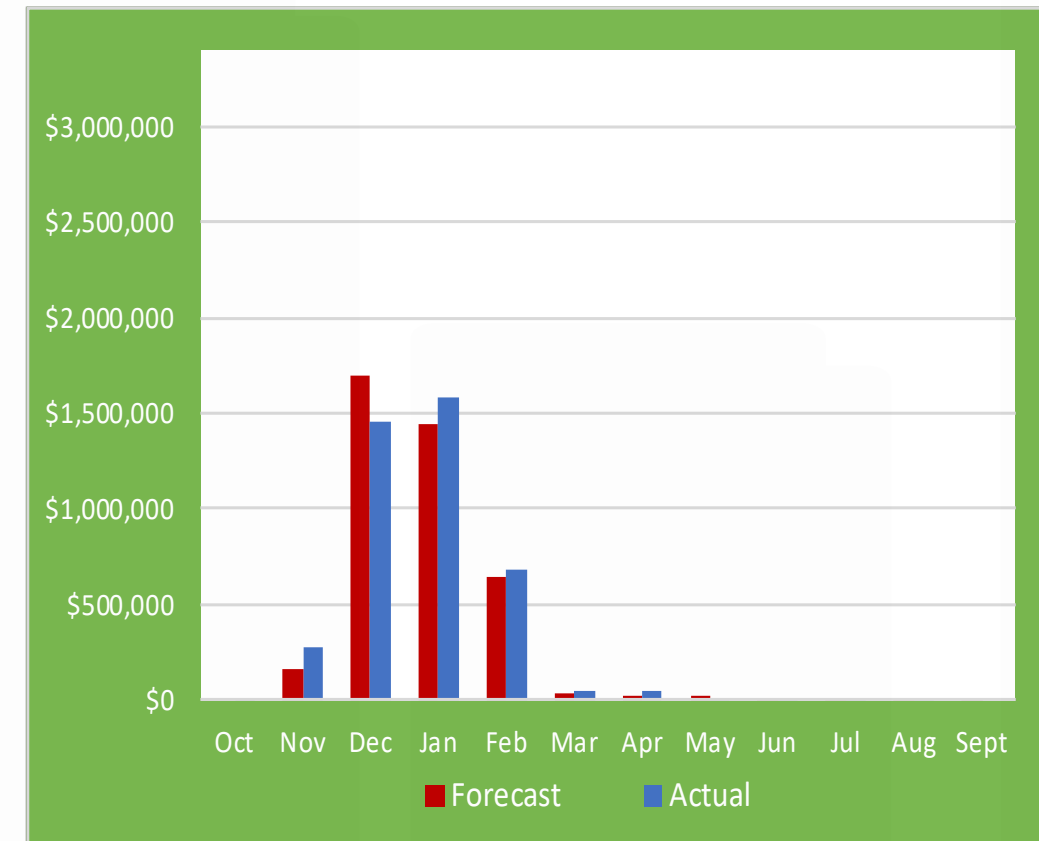


**POSITIVE**

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual is almost 14% greater than forecasted. Research into the increase has shown the home improvement stores and lumber are a large part of the increase. This report reflects the budget amendment which increased this revenue source by \$287,172.

# PROPERTY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ -	\$ 696	\$ 696
Nov	161,543	280,465	\$ 118,922
Dec	1,696,205	1,451,029	\$ (245,176)
Jan	1,437,736	1,584,842	\$ 147,106
Feb	646,173	682,148	\$ 35,975
Mar	32,309	49,771	\$ 17,462
Apr	16,154	41,972	\$ 25,818
May	16,154	8,341	\$ (7,813)
Jun	8,077	15,630	\$ 7,553
Jul	8,077	11,068	\$ 2,991
Aug	8,077	7,707	\$ (370)
Sept	8,077		
<b>Total</b>	<b>\$ 4,038,582</b>	<b>\$ 4,133,669</b>	<b>\$ 103,164</b>
Cumulative Forecast	\$ 4,030,505		
Actual to Forecast	\$ 103,164	2.56%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is 2.5% over forecast. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthly receipts.

## GENERAL FUND EXPENDITURES BY DEPT.

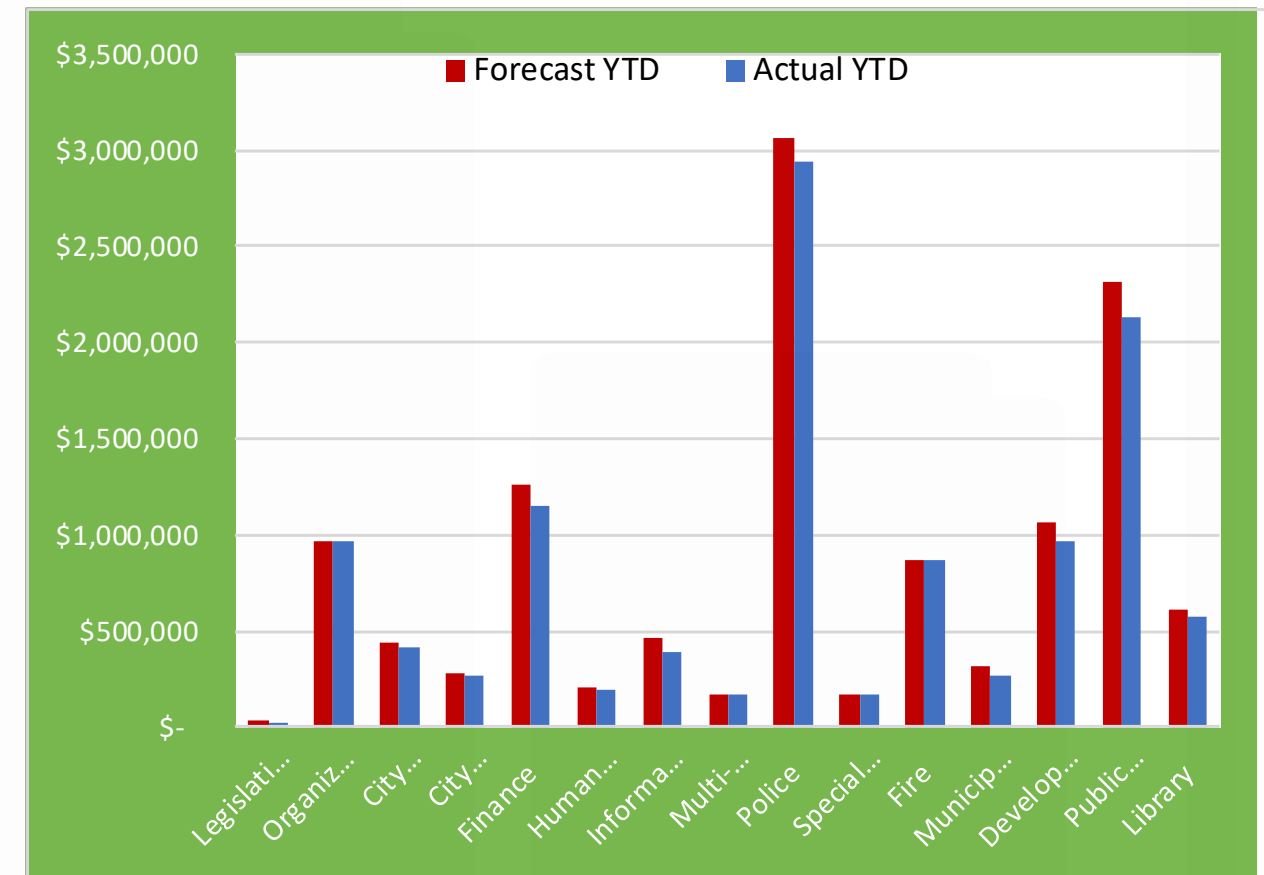
<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 32,159	\$ 21,642	\$ (10,517)
Organizational	970,687	967,475	\$ (3,212)
City Manager	442,510	417,488	\$ (25,022)
City Secretary	278,004	272,486	\$ (5,518)
Finance	1,261,975	1,152,070	\$ (109,905)
Human Resources	206,605	194,073	\$ (12,532)
Information Technology	468,034	390,689	\$ (77,345)
Multi-Media	172,425	171,316	\$ (1,109)
Police	3,067,656	2,934,085	\$ (133,571)
Special Events/Reserv.	175,671	173,276	\$ (2,395)
Fire	864,931	866,479	\$ 1,548
Municipal Court	313,254	265,172	\$ (48,082)
Development Services	1,066,928	966,905	\$ (100,023)
Public Works	2,317,205	2,125,566	\$ (191,639)
Library	613,934	577,790	\$ (36,144)
<b>Total</b>	<b>\$ 12,251,978</b>	<b>\$ 11,496,512</b>	<b>\$ (755,466)</b>

Actual to Forecast

93.8%

**POSITIVE**

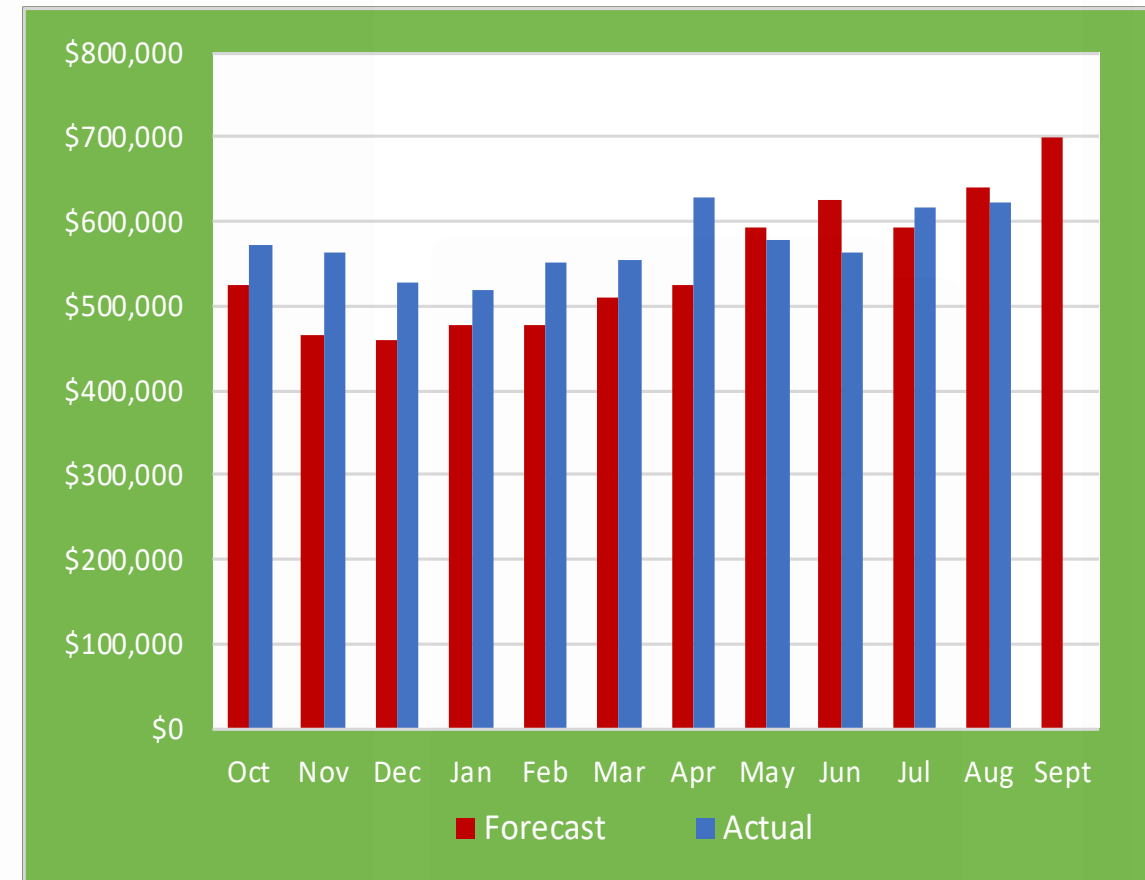
This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is almost 94% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted. The departments that are close to forecast will be reviewed to make sure they will finish short of budget.



REVENUE ANALYSIS

**WATER/WASTEWATER REVENUE**

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 525,920	\$ 572,388	\$ 46,468
Nov	466,616	564,581	\$ 97,965
Dec	460,044	527,318	\$ 67,274
Jan	476,204	518,692	\$ 42,488
Feb	476,616	552,417	\$ 75,801
Mar	509,760	555,134	\$ 45,374
Apr	525,920	629,467	\$ 103,547
May	591,384	576,861	\$ (14,523)
Jun	624,116	564,540	\$ (59,576)
Jul	591,796	616,974	\$ 25,178
Aug	638,797	623,000	\$ (15,797)
Sept	699,992		
<b>Total</b>	<b>\$ 6,587,165</b>	<b>\$ 6,301,372</b>	<b>\$ 414,199</b>
Cumulative Forecast	\$ 5,887,173		
Actual to Forecast	\$ 414,199	7.04%	



**POSITIVE**

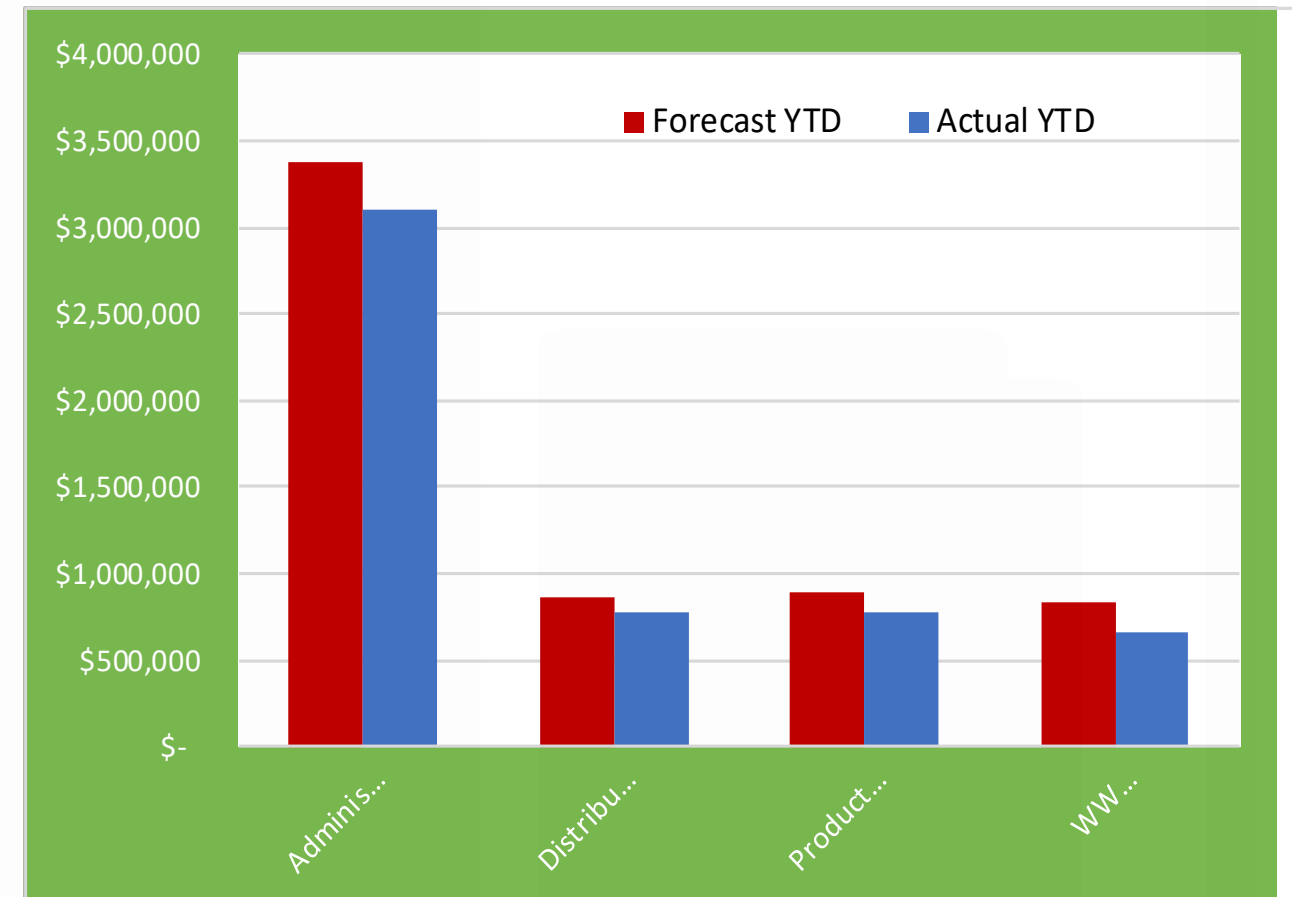
The water and wastewater actual revenue is higher than forecast 7%. There were 53 new meters set this month, 47 residential and 6 commercial.



EXPENSE ANALYSIS

## WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Administration	\$ 3,378,878	\$ 3,102,124	\$ (276,754)
Distribution/Collection	858,380	782,598	\$ (75,782)
Production/Treatment	896,391	775,120	\$ (121,271)
WW Treatment Plant	<u>840,429</u>	<u>663,983</u>	<u>\$ (176,446)</u>
<b>Total</b>	<b><u>\$ 5,974,078</u></b>	<b><u>\$ 5,323,825</u></b>	<b><u>\$ (650,253)</u></b>
Actual to Forecast		89.1%	

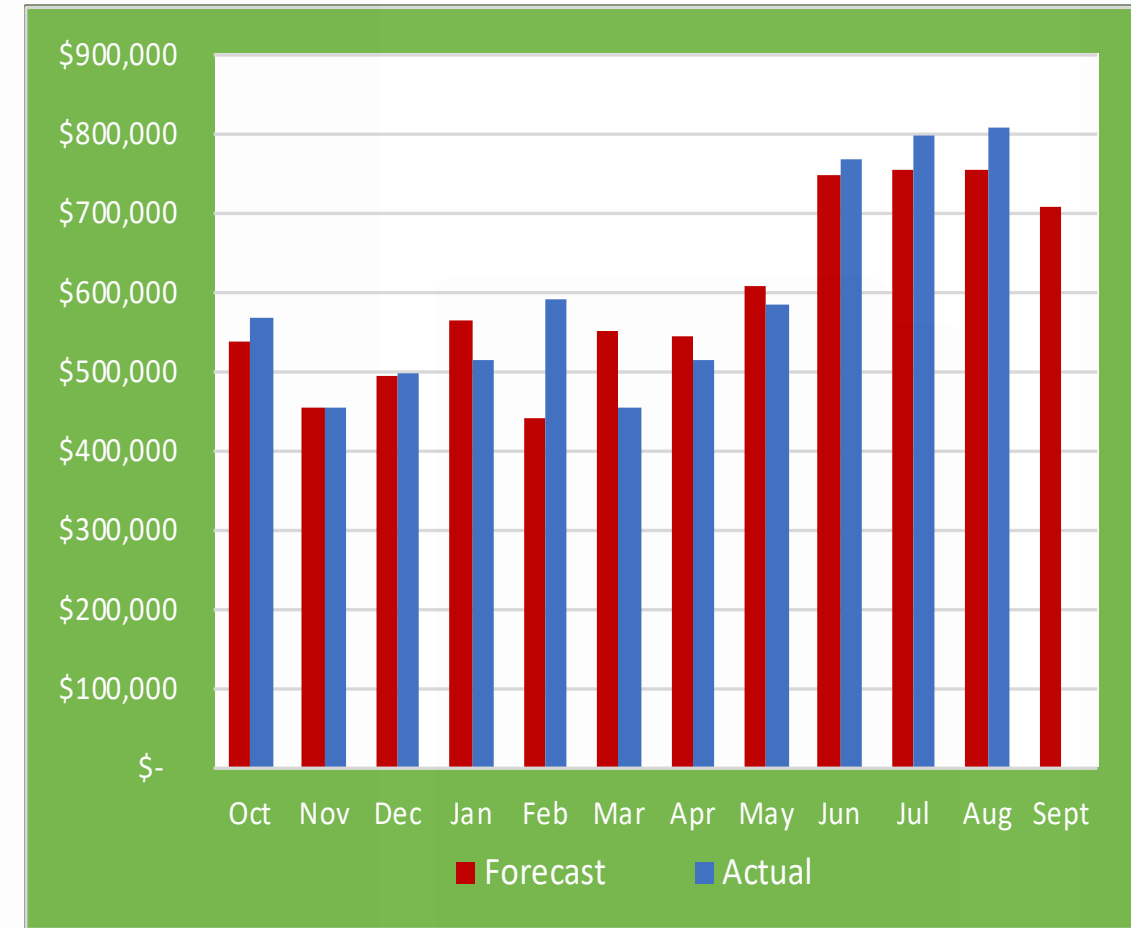


**POSITIVE**

This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 89% of forecast. The bond transaction has been taken out of the Administration department for analysis purposes only.

# ELECTRIC FUND REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 537,087	\$ 566,455	\$ 29,368
Nov	452,966	454,582	\$ 1,616
Dec	495,027	497,321	\$ 2,294
Jan	563,804	513,921	\$ (49,883)
Feb	439,936	589,838	\$ 149,902
Mar	551,107	453,586	\$ (97,521)
Apr	544,097	514,320	\$ (29,777)
May	607,188	584,871	\$ (22,317)
Jun	747,389	765,696	\$ 18,307
Jul	754,399	795,891	\$ 41,492
Aug	754,399	806,058	\$ 51,659
Sept	706,651		\$ -
<b>Total</b>	<b>\$ 7,154,050</b>	<b>\$ 6,542,539</b>	<b>\$ 95,140</b>
Cumulative Forecast	\$ 6,447,399		
Actual to Forecast	\$ 95,140	1.48%	



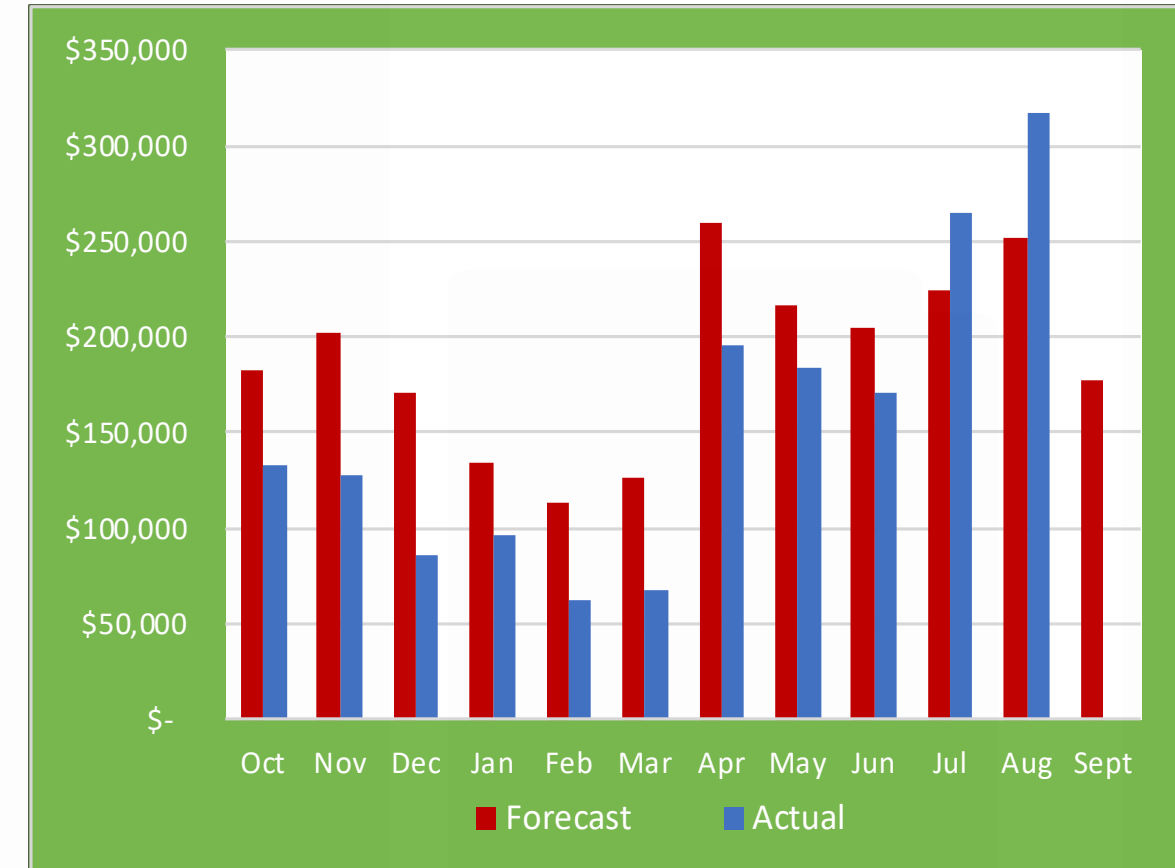
POSITIVE

The Electric utility revenue is almost 1.5% above forecasted revenue. There were 13 new meters set this month all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 182,735	\$ 132,707	\$ (50,028)
Nov	201,789	127,813	\$ (73,976)
Dec	170,328	85,533	\$ (84,795)
Jan	134,764	96,666	\$ (38,098)
Feb	113,497	62,522	\$ (50,975)
Mar	126,348	67,186	\$ (59,162)
Apr	259,365	195,099	\$ (64,266)
May	217,006	183,582	\$ (33,424)
Jun	205,131	170,854	\$ (34,277)
Jul	224,808	264,886	\$ 40,078
Aug	251,780	317,371	\$ 65,591
Sept	176,849		
<b>Total</b>	<b>\$ 2,264,400</b>	<b>\$ 1,704,219</b>	<b>\$ (383,332)</b>
Cumulative Forecast	\$ 2,087,551		
Actual to Forecast %	\$ (383,332)	-18.4%	



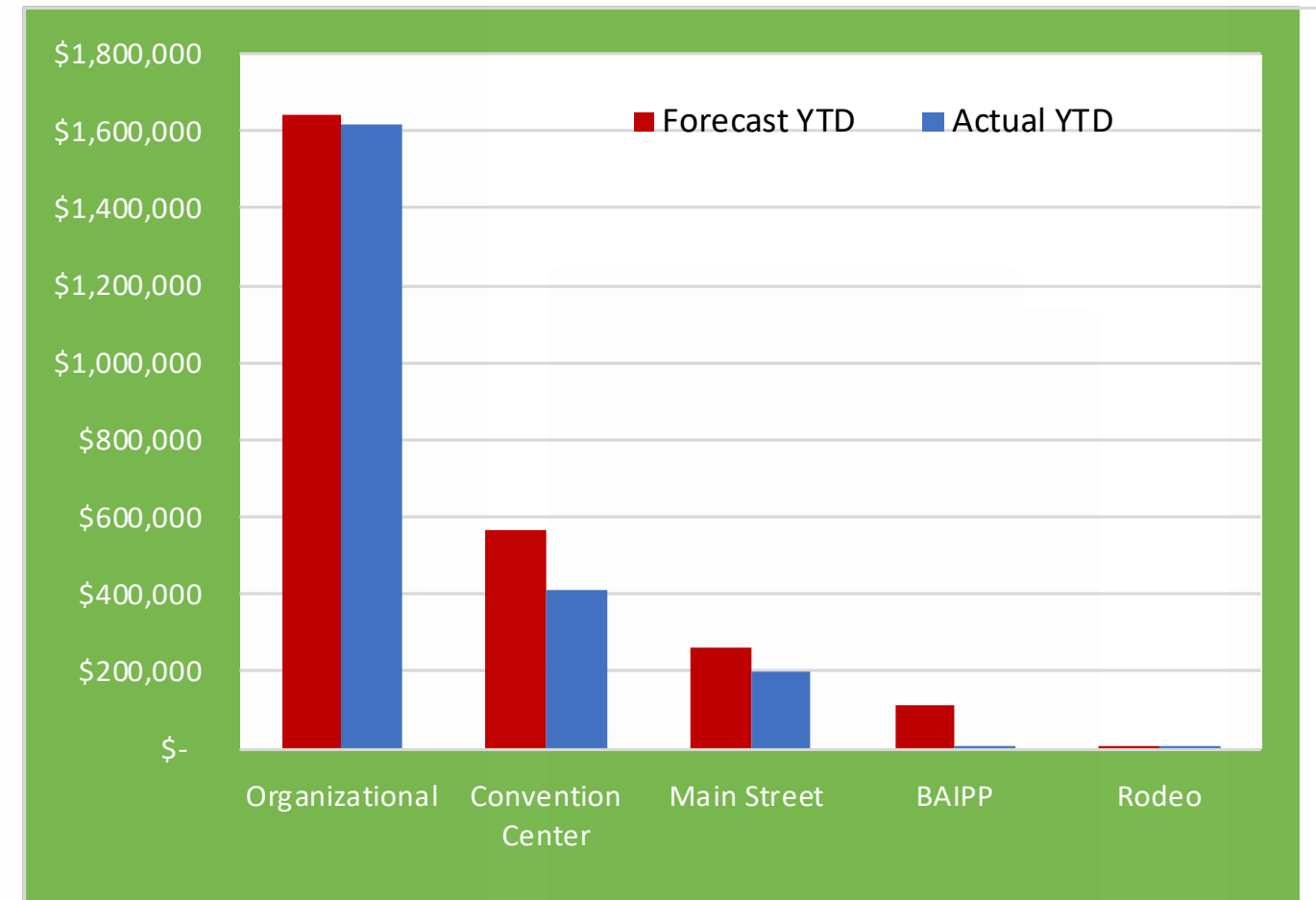
**NEGATIVE**

So far YTD we are over 18% negative actual to forecast. July is the first month that actual exceeded forecast. This is a great sign that the actuals are starting to trend up! ***The Hotel Tax revenue YTD is \$93,358 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 1,641,395	\$ 1,619,389	\$ (22,006)
Convention Center	566,344	411,563	\$ (154,781)
Main Street	263,643	197,792	\$ (65,851)
BAIPP	114,338	724	\$ (113,614)
Rodeo	<u>2,658</u>	<u>3,197</u>	<u>\$ 539</u>
<b>Total</b>	<b>\$ 2,588,378</b>	<b>\$ 2,232,665</b>	<b>\$ (355,713)</b>
Actual to Forecast		86.3%	



**POSITIVE**

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual 86% of forecast.



# Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2021

FIRM	CASE	FY18-19	FY19-20	FY20-21
<b>BUNDREN</b>				
	Pine Forest Interlocal	\$ 6,195	\$ 1,298	\$ 944
<b>BOJORQUEZ</b>				
	General Legal	\$ 432,931	\$ 185,102	\$ 145,347
	NEU Review	\$ -	\$ -	\$ 8,493
	Bastrop 552	\$ -	\$ -	\$ 2,810
	COVID-19	\$ -	\$ 8,687	\$ 186
	Vandiver	\$ 1,857	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 1,275	\$ -
	Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 13,212
	Water/WW	\$ 46,721	\$ 57,168	\$ 88,239
<b>RUSSEL RODRIGUEZ HYDE</b>				
	Hunter's Crossing PID	\$ -	\$ 7,378	\$ 6,057
<b>MULTIPLE FIRMS</b>				
	XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
	Hunter's Crossing PID	\$ 89,899	\$ 10,391	\$ -
<b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM</b>				
	71 Bastrop & MC Bastrop 71	\$ -	\$ -	\$ -
	Red Light Camera Suit	\$ 717	\$ 64	\$ -
		<b>\$ 607,881</b>	<b>\$ 291,777</b>	<b>\$ 265,288</b>

## SUMMARY OF CASE/TYPE

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	\$ -	\$ 8,687	\$ 186
General Legal	\$ 432,931	\$ 185,102	\$ 145,347
Hunter's Crossing PID	\$ 89,899	\$ 17,769	\$ 6,057
Pine Forest Interlocal	\$ 6,195	\$ 2,573	\$ 944
Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 13,212
Red Light Camera Suit	\$ 717	\$ 64	\$ -
Vandiver	\$ 1,857	\$ -	\$ -
Water/WW	\$ 46,721	\$ 57,168	\$ 88,239
XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
NEU Review	\$ -	\$ -	\$ 8,493
Bastrop 552	\$ -	\$ -	\$ 2,810
<b>Grand Total</b>	<b>\$ 607,881</b>	<b>\$ 291,777</b>	<b>\$ 265,288</b>



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 7

**TITLE:**

## **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) before 5:00 p.m. on October 12, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.*



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 8A

**TITLE:**

Consider action to approve City Council minutes from the September 21, 2021, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Ann Franklin, City Secretary recommends approval of the City Council minutes from the September 21, 2021, Regular meeting.

**ATTACHMENTS:**

- September 21, 2021 DRAFT Regular Meeting Minutes.



**SEPTEMBER 21, 2021**

The Bastrop City Council met in a regular meeting on Tuesday, September 21, 2021, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; Deputy City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez.

**CALL TO ORDER – EXECUTIVE SESSION**

Mayor Schroeder called the meeting to order at 5:30 p.m. with a quorum present.

**EXECUTIVE SESSION**

**The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.076, to deliberate regarding security devices or security audits in consultation with the Chief of Police.

**Mayor Schroeder recessed the Executive Session at 6:10 p.m.**

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

No action taken.

**Mayor Schroeder recessed the Council Meeting at 6:10 p.m.**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Cadet Lieutenant Commander, Priscilla Segura; Cadet Lieutenant (junior grade), Allan Janes; and Cadet Senior Chief Petty Officer, Mariah Greenlaw, Bastrop Independent School District, NJROTC led the pledges.

**INVOCATION**

Hardy Overton, Police Chaplain, gave the invocation.



**PRESENTATIONS**

- 7D. A proclamation of the City Council of the City of Bastrop, Texas recognizing October 5th, 2021, as National Night Out for the City of Bastrop. (Submitted by: Ann Franklin, City Secretary)  
**The proclamation was read into record by Mayor Schroeder and accepted by Chief Clint Nagy.**
- 7E. A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of October as Domestic Violence Awareness Month. (Submitted by: Ann Franklin, City Secretary)  
**The proclamation was read into record by Mayor Schroeder and accepted by Bernie Jackson of the Family Crisis Center.**
- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

**WORK SESSION/BRIEFINGS - NONE****STAFF AND BOARD REPORTS - NONE****CITIZEN COMMENTS - NONE****CONSENT AGENDA**

**A motion was made by Council Member Jackson to approve Items 11A, 11B, 11D, and 11E as listed on the Consent Agenda after being read into the record by Deputy City Secretary, Victoria Psencik. Seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 11A. Consider action to approve City Council minutes from the September 14, 2021, Regular meeting.
- 11B. Consider action to approve second reading of Resolution No. R-2021-84 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds in the amount of NINETY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$94,300.00) to enter into a professional services agreement with Corix for a wastewater study in Bastrop's Extraterritorial Jurisdiction (ETJ); and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)
- 11C. Consider action to approve Resolution No. R-2021-89 approving a second amendment to the Destination and Marketing Services Agreement; attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date. (Submitted by: Rebecca Gleason, Assistant City Manager)  
**This item was pulled from the Agenda.**

- 11D. Consider action to approve Resolution No. R-2021-90 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners, LP. for Bastrop Grove Section 3 lot 7, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 11E. Consider action to approve Resolution No. R-2021-91 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement, Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove Section 4 Phase 2, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date (Submitted by: Trey Job, Assistant City Manager)

**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 12A. Consider action to approve the second reading of Ordinance No. 2021-12 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2021-2022 (October 1, 2021 through September 30, 2022) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; and proper notice and meeting. (Submitted by: Tracy Waldron, Chief Financial Officer)

**Presentation was made by Tracy Waldron, Chief Financial Officer.**

**A motion was made by Council Member Peterson to approve the second reading of Ordinance No. 2021-12, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

<b>Mayor Pro Tem Nelson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Jackson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Crouch</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Rogers</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Peterson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____

- 12B. Consider action to approve Resolution R-2021-88 ratifying that the adoption on the Fiscal Year 2021-2022 budget will require raising more revenues from property taxes than in the previous year. (Submitted by: Tracy Waldron, Chief Financial Officer)

**Presentation was made by Tracy Waldron, Chief Financial Officer.**

**A motion was made by Council Member Jackson to approve Resolution No. R-2021-88 to ratify the vote just taken to approve the Fiscal Year 2021-2022 budget which will raise more revenue from ad valorem taxes than in the prior fiscal year, seconded by Council Member Rogers, motion was approved on a 5-0 vote.**

<b>Mayor Pro Tem Nelson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Jackson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Crouch</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Rogers</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____
<b>Council Member Peterson</b>	Yea <u>  X  </u>	Nay _____	Abstain _____	Absent _____

- 12C. Consider action to approve the second reading of Ordinance No. 2021-13 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2021-2022 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting. (Submitted by: Tracy Waldron, Chief Financial Officer)

**Presentation was made by Tracy Waldron, Chief Financial Officer.**

**A motion was made by Mayor Pro Tem Nelson to increase the property tax rate by the adoption of a tax rate of \$0.5794 per \$100 valuation, which is effectively a 6.2 percent increase in the tax rate, approve the second reading of Ordinance No. 2021-13, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

<b>Mayor Pro Tem Nelson</b>	Yea <u>  X  </u>	Nay <u>      </u>	Abstain <u>      </u>	Absent <u>      </u>
<b>Council Member Jackson</b>	Yea <u>  X  </u>	Nay <u>      </u>	Abstain <u>      </u>	Absent <u>      </u>
<b>Council Member Crouch</b>	Yea <u>  X  </u>	Nay <u>      </u>	Abstain <u>      </u>	Absent <u>      </u>
<b>Council Member Rogers</b>	Yea <u>  X  </u>	Nay <u>      </u>	Abstain <u>      </u>	Absent <u>      </u>
<b>Council Member Peterson</b>	Yea <u>  X  </u>	Nay <u>      </u>	Abstain <u>      </u>	Absent <u>      </u>

- 12D. Consider action to approve the first reading of Ordinance No. 2021-14 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice and meeting, and move to include on the October 12, 2021 agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

**Presentation was made by Tracy Waldron, Chief Financial Officer.**

**A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-14, and include on the October 12, 2021 agenda for a second reading, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.**

**Adjourned at 7:17 p.m. without objection.**

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Deputy City Secretary Victoria Psencik

**The Minutes were approved on October 12, 2021, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9A

**TITLE:**

Consider action to approve Resolution No. R-2021-93 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2021-93 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

**ATTACHMENTS:**

- Resolution



**RESOLUTION NO. R-2021-93**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS  
CONFIRMING APPOINTMENTS BY THE MAYOR TO THE BASTROP  
HOUSING AUTHORITY AND FAIRVIEW CEMETERY ADVISORY BOARD, AS  
REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING  
AN EFFECTIVE DATE.**

**WHEREAS**, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

**WHEREAS**, Mayor Connie Schroeder has appointed Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

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

**Section 1:** That Mayor Connie Schroeder has appointed Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board.

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments Christina Keeney to Place 2 and Cynthia Hellesvig to Place 4 of the Bastrop Housing Authority and Darren Kesselus to Place 3 of the Fairview Cemetery Advisory Board.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9B

**TITLE:**

Consider action to approve Resolution No. R-2021-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty Thousand and 00/100 dollars (\$60,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Candice Butts, Community Impact Manager

**BACKGROUND/HISTORY:**

The Lost Pines Art Center has received HOT funding going back to FY 2013 through FY 2017 and again in FY 2020 and 2021.

The organization presented to Council at the July 27, 2021 meeting the funding request for FY 2022.

**POLICY EXPLANATION:**

The Lost Pines Art Center plans to continue to effectively market and promote the Lost Pines Art Center as part of the overall Bastrop visitor experience. The FY 2022 Community Support Service Agreement outlines specific deliverables and reflects the services that the Lost Pines Art Center stated would be provided as part of their funding request.

**FUNDING SOURCE:**

FY 2022 Hotel Tax Fund (**Page 141 of the of the proposed Budget on August 17, 2021**)

**RECOMMENDATION:**

Candice Butts, Community Impact Manager, recommends Council approval of Resolution No. 2021-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty Thousand and 00/100 dollars (\$60,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No-R-2021-94
- DRAFT - Community Support Service Agreement



## COMMUNITY SERVICES FUNDING AGREEMENT FY 2021 - 2022

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

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

### 1. SCOPE OF SERVICES

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

## 2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Sixty Thousand and 00/100 dollars (\$60,000.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

## 3. ACCOUNTABILITY

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

- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

#### 4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2021-2022, which commences October 1<sup>st</sup>, 2021 and ends September 30<sup>th</sup>, 2022 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**IN WITNESS, WHEREOF:**

**CITY:**

*by:* \_\_\_\_\_  
Paul A. Hofmann, City Manager  
City of Bastrop  
Date of Execution: \_\_\_\_\_

**ORGANIZATION:**

*by:* \_\_\_\_\_  
Executive Director  
Lost Pines Art Center  
Date of Execution: \_\_\_\_\_

**ATTEST:**

*by:* \_\_\_\_\_  
Ann Franklin, City Secretary  
City of Bastrop

## **Exhibit "A"**

HOT funds for the 2020-2021 timeline will be used for: arts and culture programs, community activities, festivals, healing arts, marketing and promotions, and staffing and operations.



### **Lost Pines Art Center Program Schedule**

- Monthly - Art After Dark
- Ongoing
  - Glassblowing
    - Demonstrations
    - Blow your own
  - Acrylic Pour
  - Alcohol Ink
  - Wood Carving
- March 2022 Full Conference
- Wine and Unwind
- Handmade Craft Shows
- Partner projects – like the Healing Arts Program for veterans developed with Bastrop County Cares and BCHS quarterly meeting featuring artist Lee Jamison
- Quarterly art shows featuring member artwork for viewing and selling
- Spring Gala
- Online art shows



### **Lost Pines Art Center Other Funding Sources**

Facilities Rental – silo studios, main building, grounds  
Classes – drawing, acrylic, painting, woodcarving, etc.  
Art Experiences  
Membership  
Circle of Friends  
Art Sales  
Donations  
Sponsorships  
Gala

## Lost Pines Art Center

		<u>2022</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Revenue</b>		
HOT Fund Revenue		
<b>Total Revenue</b>		
<b>Total Income</b>		<u>89,516.00</u>
<b>Gross Profit</b>		<u>89,516.00</u>
<b>Expense</b>		
<b>Advertising</b>		
General - Center		
Advertising - Other		
<b>Total Advertising</b>		<u>5,000.00</u>
<b>Office/General Administrative E</b>		
Comm-email system		500.00
Supplies/Office Supplies		750.00
Office/General Administrative E - Other		
<b>Total Office/General Administrative E</b>		<u>1,250.00</u>
<b>Payroll Expenses</b>		<u>69,766.00</u>
<b>Program Expenses</b>		
Classes Expenses		2,000.00
Conference		
Festival-Show Expenses		500.00
Glass Silo		3,000.00
Program Grant Expenses		
Receptions-Art Show Expenses		2,500.00
Venue Expenses		500.00
Program Expenses - Other		
<b>Total Program Expenses</b>		<u>8,500.00</u>
<b>Subcontract Staffing</b>		
Glass Silo Salary		1,500.00
Instructor Pay		3,500.00
<b>Total Subcontract Staffing</b>		<u>5,000.00</u>
<b>Total Expense</b>		<u>89,516.00</u>
<b>Net Ordinary Income</b>		<u>0.00</u>
<b>Net Income</b>		<u>0.00</u>
<p>With the Art Institute's 10-year lease covering a good portion of the Art Center's operational costs (fundraising provides the rest) and the pandemic nearly behind us, we are poised to continue our focus on providing and expanding our exceptional experiences for visitors and residents of Bastrop and Bastrop County. To that end this year's HOT fund request includes an increase to help with the funding needed to not only provide program oversight, but program development as well. It is our goal, to continue the outstanding programs we have become known for along with providing new programs like a high-end conference, ceramics, and additional classes/experiences.</p>		



## ***Exhibit "B"***

### **CITY'S MODIFIED SERVICES PLAN**

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

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

Include claiming your google listing, yelp, trip advisor, and similar listings.  
Maintain an active social media and online digital presence.

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

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

Develop and present an annual operating budget to the City.

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

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

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

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

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

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

expenditures of Hotel Occupancy Tax funds.

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

***Exhibit "C"***

**NOTICE TO ORGANIZATION**

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

Lost Pines Art Center  
Attn: Mark Rose  
1204 Chestnut Street  
Bastrop, Texas 78602

**RESOLUTION NO. R-2021-94**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING LOST PINES ART CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing and staffing an art center to the Lost Pines Art Center, at a cost of Sixty Thousand and 00/100 dollars (\$60,000) attached as Exhibit A.

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

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October 2021.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9C

**TITLE:**

Consider action to approve Resolution No. R-2021-95 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred and Eighteen Thousand and Eight Hundred Six 00/100 Dollars (\$118,806), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Candice Butts, Community Impact Manager

**BACKGROUND/HISTORY:**

The City has been supporting the Bastrop Opera House through Hotel Occupancy Tax since 2003. The Opera House has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the July 27, 2021 meeting the funding request for FY 2022.

**POLICY EXPLANATION:**

The Bastrop Opera House plans to continue to effectively market and promote the Bastrop Opera House as part of the overall Bastrop visitor experience. The FY 2022 Community Support Service Agreement outlines specific deliverables and reflects the services that the Bastrop Opera House stated would be provided as part of their funding request.

**FUNDING SOURCE:**

FY 2022 Hotel Tax Fund (**Page 141 of the of the proposed Budget on August 17, 2021**)

**RECOMMENDATION:**

Candice Butts, Community Impact Manager, recommends approval of Resolution No. R-2021-95 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and providing cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred and Eighteen Thousand and Eight Hundred Six 00/100 Dollars (\$118,806), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2021-95
- DRAFT - Community Service Support Agreement



## COMMUNITY SERVICES FUNDING AGREEMENT

FY 2021 - 2022

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

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

### 1. SCOPE OF SERVICES

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

## 2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred and Eighteen Thousand and Eight Hundred Six 00/100 Dollars (\$118,806.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due annually as an installment.

## 3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
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  - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
  - (3) Promotions:** copies of promotional materials distributed; and
  - (4) Data:** such data as deemed necessary to adequately measure the Organizations impact on increasing visitors to the area and recognition to the city as cultural art destination
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- A. Duration.** This Agreement shall be in effect for fiscal year 2021-2022, which commences October 1<sup>st</sup>, 2021 and ends September 30<sup>th</sup>, 2022 / a term of 1 year (365 days), unless earlier terminated as provided herein.
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- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
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**D. Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

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

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

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

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

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

**N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**IN WITNESS, WHEREOF:**

**CITY:**

*by:* \_\_\_\_\_  
Paul A. Hofmann, City Manager  
City of Bastrop  
Date of Execution: \_\_\_\_\_

**ORGANIZATION:**

*by:* \_\_\_\_\_  
Executive Director  
Bastrop Opera House  
Date of Execution: \_\_\_\_\_

**ATTEST:**

*by:* \_\_\_\_\_  
Ann Franklin, City Secretary  
City of Bastrop

## **Exhibit "A"**

### **Budget relevant to Hot Fund request**

Production:	64,806.00
Advertising:	18,000.00
Production Equipment:	20,000.00
Academy:	16,000.00

**TOTAL Requested:        \$118,806**

### **Advertising Plan for the 2021-2022 Season**

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

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

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

### **Other Sources of Income:**

**Dell: \$100 - \$150 monthly**  
**Income from ticket sales**  
**Income from Academy tuition**

## ***Exhibit "B"***

# **CITY'S MODIFIED SERVICES PLAN**

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

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

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

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

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

Develop and present an annual operating budget to the City.

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

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

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

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

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

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

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

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



***Exhibit "C"***

**NOTICE TO ORGANIZATION**

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

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

**RESOLUTION NO. R-2021-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING CULTURAL ART AND THEATER SERVICES TO THE BASTROP OPERA HOUSE, AT A COST OF ONE HUNDRED - EIGHTEEN THOUSAND EIGHT HUNDRED SIX AND 00/100 DOLLARS (\$118,806) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and providing cultural art and theater services, to the Bastrop Opera House, at a cost of One Hundred – Eighteen Thousand Eight Hundred Six and 00/100 dollars (\$118,806) attached as Exhibit A.

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

**SECTION 3.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October 2021.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9D

**TITLE:**

Consider action to approve Resolution No. R-2021-96 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing museum and visitor center services, to the Bastrop County Historical Society, at a cost of One Hundred and Ninety-Five Thousand and Two-Hundred Forty-Three and 00/100 dollars (\$195,243) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Candice Butts, Community Impact Manager

**BACKGROUND/HISTORY:**

The City has been supporting the Bastrop County Historical Society through Hotel Occupancy Tax since 2003 and the Visitor Center since 2006. The organization has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the July 27, 2021 meeting the funding request for FY 2022.

**POLICY EXPLANATION:**

The Bastrop County Historical Society plans to continue to effectively market and promote the Bastrop County Historical Society as part of the overall Bastrop visitor experience. The FY 2022 Community Support Service Agreement outlines specific deliverables and reflects the services that the organization stated would be provided as part of their funding request.

**FUNDING SOURCE:**

FY 2022 Hotel Occupancy Tax Fund (**Page 141 of the of the proposed Budget on August 17, 2021**)

**RECOMMENDATION:**

Candice Butts, Community Impact Manager, recommends approval of Resolution No. R-2021-96 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing museum and visitor center services, to the Bastrop County Historical Society, at a cost of One Hundred and Ninety-Five Thousand and Two-Hundred Forty-Three and 00/100 dollars (\$195,243) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2021-96
- DRAFT - Community Service Support Agreement



## COMMUNITY SERVICES FUNDING AGREEMENT

FY 2021 - 2022

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

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

### 1. SCOPE OF SERVICES

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

## 2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred and Ninety-Five Thousand and Two Hundred Forty-Three and 00/100 dollars (\$195,243.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

## 3. ACCOUNTABILITY

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





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

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

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

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

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

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

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

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



**IN WITNESS, WHEREOF:**

**CITY:**

*by:* \_\_\_\_\_

Paul A. Hofmann, City Manager

City of Bastrop

Date of Execution: \_\_\_\_\_

**ORGANIZATION:**

*by:* \_\_\_\_\_

Executive Director

Bastrop County Historical  
Society

Date of Execution: \_\_\_\_\_

**ATTEST:**

*by:* \_\_\_\_\_

Ann Franklin, City Secretary

City of Bastrop

**Exhibit "A"**



**BCHS Visitor Center  
Budget FY 2022 DRAFT**

<b>Expenses:</b>	
<b>Dedicated Visitor Center Facility</b>	<b>2022</b>
Administration & Office	
Computer Equipment & Software	\$1,000
Computer Maintenance & Repair	\$1,000
Insurance	\$4,000
Office Supplies	\$700
Telephone	\$1,000
Printing	\$800
Postage	\$800
Building Operations (50%)	
Building Maintenance (Includes Elevator & AC)	\$10,000
Housekeeping	\$3,000
Janitorial Supplies	\$500
Utilities	\$6,000
Payroll & Payroll Taxes (See attachment)	\$92,880
Special Events	
Housekeeping/Janitorial Service	\$600
Payroll & Payroll Taxes	<u>\$1,625</u>
<b>Subtotal</b>	<b>\$123,905</b>
<b>Marketing &amp; Promotion</b>	<b><u>\$3,000</u></b>
<b>Total</b>	<b>\$126,905</b>



### Visitor Center Payroll Detail

	2022
VC Manager (75%) (100% + COLA)	\$37,800
VC Associate (12 hrs) (35hrs)	\$27,000
Director (50%)	<u>\$ 28,080</u>
<b>Total</b>	<b>\$92,880</b>

**BCHS Museum  
HOT Fund Budget FY 2022**

	<b>2022</b>
<b>Income from HOT Funds</b>	<b>\$68,338</b>
<b>Allotment for Preservation &amp; Promotion</b>	
Archival Equipment	\$720
Archival Supplies*	\$2,560
Exhibits (Temporary & Traveling)	\$5,000
Permanent Exhibit Maintenance	\$1,000
Guest Speakers	\$250
Continuing Visitor Communication	\$3,000
Payroll & Taxes	\$22,848
Postage	\$500
Signage	\$0
Website	\$500
	<b>\$36,378</b>
<b>Allotment for Tours &amp; Rendezvous Public Gala</b>	
(Homes Tour/Tour Expenses)	
Advertising Home Tour	\$1,500
Gift for Homeowners on Tour	\$600
Home Tour Printing	\$900
Payroll & Taxes	\$6,500
Postage	\$350
Refreshments for VC Day of Tour	\$110
Rendezvous	\$3,000
Sponsor Board	\$0
	<b>\$12,960</b>
<b>Tour (Step-on bus, walking, docent led museum) Program Implementation</b>	
Coordinator	\$13,000
Training Materials & other supplies	\$2,500
Recruitment & Training	\$3,500
	<b>\$19,000</b>
	 <b>\$68,338</b>

\*Includes PastPerfect online conversion

**BCHS Museum  
HOT Fund Budget FY 2022**

**Preservation Budget Detail**

<b>Archival Equipment</b>	<b>2022</b>
Laptop/Computer Repair & Updates	\$500
Printer Cartridges	\$50
Envelopes, Packing Tape, Binders	\$170
Document Repair Tape	\$0
	<u>\$720</u>

**Archival Supplies**

**Storage Materials**

Hanging File Frames	\$55
Hanging File Folders - Expansion Folders	\$55
Archival File Folders	\$125
Archival Photo Sleeves 8 1/2 x 10	\$100
Archival Photo Sleeves 5 x 7	\$100
Archival Boxes	\$400
Shipping Estimate	\$150
Miscellaneous	\$75
	<u>\$1,060</u>

**Preservation & Promotion Payroll Detail**

Archivist (12 Months - Part time)	\$15,828
Director (12 Months - 1/8 time)	\$7,020
	<u>\$22,848</u>



## ***Exhibit "B"***

# **CITY'S MODIFIED SERVICES PLAN**

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

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

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

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

Develop and present an annual operating budget to the City.

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

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

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

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

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

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

Provide volunteer assistance for goodie bag stuffing and distribution to meeting

attendees.

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

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

*Exhibit "C"*

**NOTICE TO ORGANIZATION**

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

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

**RESOLUTION NO. R-2021-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE CITY OF BASTROP, AT A COST OF ONE HUNDRED AND NINETY-FIVE THOUSAND AND TWO HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$195,243) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of One Hundred and Ninety-Five Thousand and Two-Hundred Forty-Three and 00/100 dollars (\$195,243) attached as Exhibit A.

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

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October 2021.

**CITY OF BASTROP, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9E

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2021-14 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The City Manager engaged NewGen Strategies and Solutions in May 2018 to perform a Water and Wastewater Rate Study. This study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology. The consultant provided city staff with a rate model tool to be used to forecast rate scenarios based on actual and projected revenue and expense assumptions.

This rate model was used during the FY 2022 budget process to project revenue and expense assumptions. Based on this analysis the wastewater minimum charge is being increase by \$5.00 to \$46.97.

The Water and Wastewater Rate Study recommended that the city use a phase-in approach to increasing the demand charge by meter size for water meters to reflect the American Waterworks Associations meter equivalency standards. This step increase will continue through FY 2025.

Article III, Section 3.01(13) states the City Council has the power and duty to provide for a sanitary sewer and water system. Section 3.14 (9) states that action requiring an ordinance includes the amending or repealing of a previously adopted ordinance.

Approved on first reading by City Council on September 21, 2021.

**FISCAL IMPACT:**

Water and wastewater revenue

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-14 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in

Exhibit A; providing for: findings of fact, enactment, repealer, severability, and providing for an effective date.

**ATTACHMENTS:**

- Ordinance 2021-14 (including Exhibit A)



**ORDINANCE NO. 2021-14**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE A13.02 “WATER AND WASTEWATER RATES AND CHARGES”, SECTIONS A13.02.002 WASTEWATER SERVICE CHARGE, AND A13.02.004 WATER SERVICE CHARGE, AS ATTACHED IN EXHIBIT A; PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE AND MEETING**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council of the City of Bastrop, Texas engaged NewGen Strategies and Solutions to conduct a Water and Wastewater Rate Study in May 2018; and

**WHEREAS**, the rate study was to evaluate revenue requirements forecasted out over five (5) years and review current water and wastewater rate ordinance along with billing methodology; and

**WHEREAS**, the rate study recommended a phase-in plan for the demand charge by meter size for water meters that reflects the American Waterworks Associations industry standards; and

**WHEREAS**, this ordinance increases the minimum customer charge for wastewater by five dollars (\$5.00) as part of the forecasted five-year plan to fund ongoing water and wastewater infrastructure projects; and

**WHEREAS**, this ordinance increases the demand charge for meter sizes greater than 1.5”; and

**WHEREAS**, the City Council of the City of Bastrop, Texas has determined that in order to properly bill water and wastewater charges to the customers, it is necessary to amend the City Code of Ordinances Appendix A: Fee Schedule Article A13.02 Water and Wastewater Rates and Charges, Sections 13.02.002 and 13.02.004, as attached in Exhibit A.

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



**SECTION 1: FINDINGS OF FACT** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION 2. ENACTMENT** Appendix A, Article A13.02 Water and Wastewater Rates and Charges, Sections A13.02.002 Wastewater service charge and A13.02.004 Water service charge are hereby amended to read in accordance with Exhibit A which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined language shall be added. Stricken language shall be deleted.

**SECTION 3. REPEALER** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**SECTION 4. SEVERABILITY** Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**SECTION 5. EFFECTIVE DATE** This Ordinance shall be effective November 1, 2021.

**SECTION 6. PROPER NOTICE & MEETING** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & APPROVED** on First Reading on the 21<sup>st</sup> day of September 2021.

**READ & ADOPTED** on the Second Reading on the 12<sup>th</sup> day of October 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

*Exhibit "A"*

**Appendix A – Fee Schedule**

**Sec. A13.02.002 - Wastewater service charge.**

- a) These rates are applicable to all residential, multifamily, commercial and commercial multi-unit retail wastewater customers within the corporate limits of the city who have metered water connections and to whom city wastewater service has actually been connected, except for customers who have a city-approved, on-site sewer system, septic system or other on-site wastewater system, and have not connected to the city's wastewater system, or customers who have a water meter for irrigation use only, as long as the irrigation meter does not provide water to plumbing fixtures.

Minimum charge:	\$46.97
Plus the following charges for consumption per 1,000 gallons:	
0-5,000 gallons	\$2.45
5,000 – 10,000 gallons	\$2.77
10,000 – 20,000 gallons	\$2.95
20,001-50,000 gallons	\$3.18
Over 50,000 gallons	\$3.47

**Sec. A13.02.004 - Water service charges.**

- (a) Retail Water: The following rates will be applicable to retail all sales or service of water within the corporate limits of the city.

- (1) Residential - In city limits

Meter Size	Minimum Charge
¾" (or smaller)	\$27.72

1"	\$47.13
1½"	\$84.65
2"	\$130.10
3"	\$243.94
4"	\$337.85
6"	\$766.60

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04
5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

(3) Commercial - In city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$27.72
1"	\$47.13
1½"	\$84.65
2"	\$130.10
3"	\$243.94
4"	\$337.85
6"	\$766.60

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 2.85
3,001—5,000 gallons	\$ 3.04

5,001—10,000 gallons	\$ 3.22
10,001—20,000 gallons	\$ 3.42
20,001—50,000 gallons	\$ 3.69
Over 50,000 gallons	\$ 3.87

(5) Residential and Commercial - Outside city limits.

Meter Size	Minimum Charge
¾" (or smaller)	\$41.59
1"	\$70.70
1½"	\$126.97
2"	\$195.15
3"	\$365.91
4"	\$506.78
6"	\$1,149.90

Plus the following charges for consumption per 1,000 gallons:

0—3,000 gallons	\$ 4.12
3,001—5,000 gallons	\$ 4.42
5,001—10,000 gallons	\$ 4.70
10,001—20,000 gallons	\$ 4.98
20,001—50,000 gallons	\$ 5.39
Over 50,000 gallons	\$ 5.66



# STAFF REPORT

**MEETING DATE:** October 12, 2021

**AGENDA ITEM:** 9F

**TITLE:**

Consider action to approve Resolution No. R-2021-97 of the City Council of the City of Bastrop, Texas, awarding a service agreement to Tyler Technologies for implementation of the conversion to new software platform (V10), at a cost of Sixty-Seven Thousand Three Hundred Twenty and 11/100 Dollars (\$67,320) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The finance software that the city is currently working using is not the latest version available. The newest version has been out for many years, giving it time to work out kinks that always come with new versions. The V10 that we are wanting to convert to has many advantages. For IT, it is built in a more stable environment. For staff that use it, the functionality is more user friendly and much easier to get data and reports. The current version will not allow for running reports across fiscal years. This is not an issue with the new version. This new version comes with an Employee Self Service platform that is cloud based, allowing employees to access it from anywhere. The security in this version is more flexible and can be more granularly defined.

This upgrade is in addition to the new budget software that is a separate item in the budget.

**FISCAL IMPACT:**

Included in the FY2022 budget in General Fund One-time expense Page 75.

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of Resolution No. R-2021-97 of the City Council of the City of Bastrop, Texas, awarding a service agreement to Tyler Technologies for implementation of the conversion to new software platform (V10), at a cost of Sixty-Seven Thousand Three Hundred Twenty and 11/100 Dollars (\$67,320) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause and establishing an effective date.

**ATTACHMENTS:**

- Resolution R-2021-97
- Tyler Tech Quote

**RESOLUTION NO. R-2021-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR IMPLEMENTATION OF THE CONVERSION TO NEW SOFTWARE PLATFORM (V10), AT A COST OF SIXTY-SEVEN THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$67,320) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council realizes the importance of providing city staff with the most up to date software; and

**WHEREAS**, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop, and for the orderly operation of the City's Finance Department, to approve the contract to upgrade the accounting software.

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

**SECTION 1.** That the City Manager is hereby authorized to execute a contract with Tyler Technologies, at a cost of Sixty-Seven Thousand Three Hundred Twenty and 00/100 dollars (\$67,320) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found Tyler Technologies, to be subject matter experts in the field of software technology.

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October 2021.

**APPROVED:**

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Connie B. Schroeder, Mayor

**ATTEST:**

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Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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Alan Bojorquez, City Attorney



# EXHIBIT A



Quoted By: Robin Reeves  
 Quote Expiration: 6/14/2021  
 Quote Name: City of Bastrop-LGD-Incode 10 Migration  
 Quote Number: 2020-120763  
 Quote Description: Incode 10 Migration

## Sales Quotation For

Tracy Waldron  
 City of Bastrop  
 PO Box 427  
 Bastrop , TX 78602-0427  
 Phone: +1 (512) 332-8820  
 Email: twaldron@cityofbastrop.org

## Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Community Development</b>						
Code Enforcement	\$0	0	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>	<i>\$0</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>TOTAL:</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Tyler Software and Related Services - Annual

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
<b>Financial Management Suite</b>			
ESS Time and Attendance	0	\$0	\$0
<i>Sub-Total:</i>		<i>\$0</i>	<i>\$0</i>
<b>TOTAL:</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>

## Tyler Migration Services

Description	Investment
<b>Financial Migration Services</b>	
Core Financials	\$21,600
Fixed Assets	
Inventory Control	
Project Accounting	
Purchasing	
<b>Personnel Management Migration Services</b>	
Employee Self Service (Employee Portal)	\$20,000
Personnel Management (Includes Position Budgeting)	
<b>CIS Migration Services</b>	
Additional Utility Meter-Reader Interface	\$20,000

Cashiering	
Meter Data Sync	
Meter Data Sync with Scheduler	
Utility CIS System	
Utility Payment Import (Generic Interface)	
<b>CRM Migration Services</b>	<b>\$5,720</b>
<b>Content/ Document Mgt Migration Services</b>	
Enhanced Utility Bill Form Service (8.5"X11", up to 2 graphs)	
Output Director	
Secure Signatures (includes 2 signatures)	
Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)	

*Sub-Total:* \$67,320  
**TOTAL:** **\$67,320**

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$0	\$0	\$0
<b>TOTAL:</b>			<b>\$0</b>	<b>\$0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Services	\$0	\$0
Total Migration Services	\$67,320	
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$67,320</b>	<b>\$0</b>
<b>Contract Total</b>	<b>\$67,320</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
  - Expenses associated with onsite services are invoiced as incurred.
- All services quoted herein are assumed to be delivered remote unless otherwise indicated.
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Core Financials includes general ledger, budget prep, bank recon, and accounts payable. Five (5) years plus the current year of historical data are included in the Migration Fees listed above.