

**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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**April 24, 2018 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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As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

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

**1. CALL TO ORDER**

- 2. PLEDGE OF ALLEGIANCE** – Diamond Cooper - 5<sup>th</sup> and Yadhyra Lozada - 6<sup>th</sup>, Regional Day School Program for the Deaf

**TEXAS PLEDGE OF ALLEGIANCE**

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

- 3. INVOCATION** – Pastor Bob Long, Retired

**4. PRESENTATIONS**

- 4A. A proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners Court recognizing May 3, 2018, as a Day of Prayer.
- 4B. A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2018 as Firefighter Day for the City of Bastrop.
- 4C. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 27, 2018, as National Arbor Day.
- 4D. Mayor's Report
- 4E. Councilmembers' Report
-

4F. City Manager's Report

5. **WORK SESSION/BRIEFINGS**

5A. Discuss the proposed Ethics Ordinance and receive public comment.

6. **STAFF AND BOARD REPORTS**

6A. Presentation on the Quarterly Investment Report for the period ending March 31, 2018.

7. **CITIZEN COMMENTS**

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

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

*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. **CONSENT AGENDA**

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

8A. Consider action to approve City Council minutes from the March 24, 2018 Water/Wastewater Workshop and April 10, 2018 Regular meeting.

8B. Consider action to approve Resolution No. R-2018-30 of the City Council of the City of Bastrop, Texas accepting a right-of-way dedication of five feet for Childers Drive, along the east property line of Bastrop Station Addition, Lot 2, located at 300 West State Highway 71, within the city limits of Bastrop, Texas, as attached in Exhibit A; and establishing an effective date.

8C. Consider action to approve Resolution No. R-2018-29 of the City Council of the City of Bastrop, Texas approving the authorization and recordation of a Release of Judgment in the matter of Warren v. Clampit, Cause No. 18,852, as attached in Exhibit A; and establishing an effective date.

## **9. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Consider action to approve the creation of a Cultural Arts Master Plan Task Force to coordinate with GO Collaborative during the development of the Cultural Arts Master Plan.
- 9B. Consider action to approve the second reading of Ordinance No. 2018-03 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 14 titled "Zoning," Article 14.03 titled "Historic Landmark Preservation"; and adding Appendix A titled "Fee Schedule," Section A14.01.003 titled "Fees for Historic Landmark Preservation," as attached in Exhibit A; providing for a penalty for the violation of this ordinance; providing a repealing clause; providing a severability clause; and providing an effective date.
- 9C. Consider action to approve Resolution No. R-2018-27 of the City Council of the City of Bastrop, Texas to enter a contract for the purchase through Buy Board of an emergency generator to Waukesha-Pearce Industries, Inc., in the amount of \$81,329.00 (Eighty-one thousand three hundred twenty-nine dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9D. Consider action to approve Resolution No. R-2018-28 of the City Council of the City of Bastrop, Texas awarding a contract for the repainting of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location, to Tri-State Coatings, Inc., at a cost of \$115,000.00 (One hundred fifteen thousand dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9E. Consider action to approve the first reading of Ordinance No. 2018-05 amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date and move to include on the May 8, 2018, City Council agenda for a second reading.

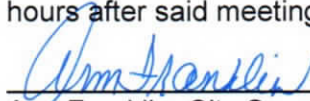
## **10. EXECUTIVE SESSION**

- 10A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code as per the written request of S. Adcock to hear his appeal from a disciplinary employment action (termination as Director of Public Safety) in accordance with Chapter 7, Section 8 of the City's Personnel Policies Manual. City Council may also convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with the City Attorney.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss code compliance and anticipated litigation with the City Attorney regarding 2505 Main Street.

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

## 12. 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: Friday, April 20, 2018 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

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





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 4A

**TITLE:**

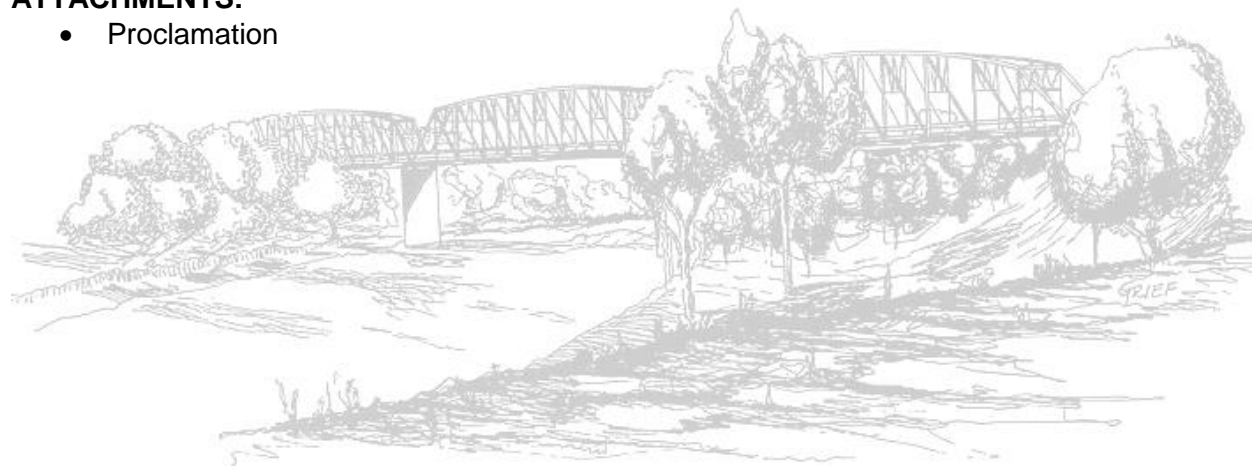
A proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners Court recognizing May 3, 2018, as a Day of Prayer.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**ATTACHMENTS:**

- Proclamation



P

# PROCLAMATION



**WHEREAS**, our forefathers recognized the importance of prayer in building a nation; and

**WHEREAS**, in 1775, the First Continental Congress proclaimed a National Day of Prayer; and

**WHEREAS**, in 1952, Congress and the President set aside the first Thursday in May to celebrate a National Day of Prayer; and

**WHEREAS**, it is a constitutional right for leaders, pastors and citizens in Bastrop County to gather and lift their voices in prayer for our nation, state, community, leaders, schools and youth; and

**WHEREAS**, it is appropriate to gather in joyous times and sad times, to pray and ask God's continued blessings on this nation; and

**WHEREAS**, the theme for National Day of Prayer 2018 is "Unity!"

**NOW, THEREFORE**, the Bastrop County Commissioners Court and the City of Bastrop do hereby proclaim May 3, 2018, as a Day of Prayer in the County, and urge citizens to gather and reverently pray for our Nation.

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Paul Pape  
Bastrop County Judge

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Connie Schroeder  
City of Bastrop, Mayor

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Mel Hamner  
Commissioner – Pct. 1

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Gary Schiff  
City of Bastrop, Mayor Pro Tem

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Clara Beckett  
Commissioner – Pct. 2

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Bill Peterson  
Council Member – Place 1

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Mark Meuth  
Commissioner – Pct. 3

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Lyle Nelson  
Council Member – Place 3

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Bubba Snowden  
Commissioner – Pct. 4

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Bill Ennis  
Council Member – Place 4

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Deborah Jones  
Council Member – Place 5





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:**4B

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2018 as Firefighter Day for the City of Bastrop.

**STAFF REPRESENTATIVE:**

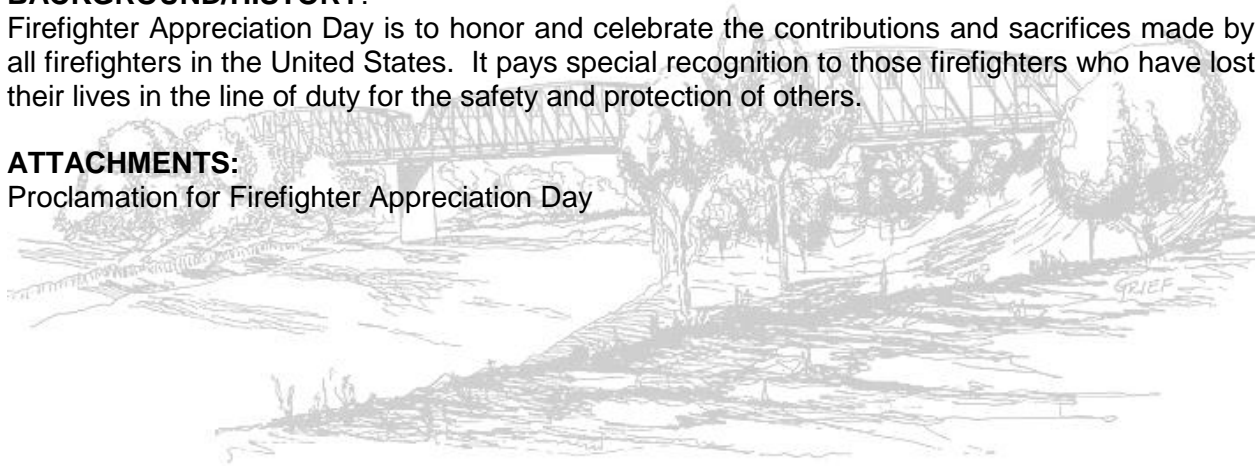
James Altgelt, Interim Public Safety Director

**BACKGROUND/HISTORY:**

Firefighter Appreciation Day is to honor and celebrate the contributions and sacrifices made by all firefighters in the United States. It pays special recognition to those firefighters who have lost their lives in the line of duty for the safety and protection of others.

**ATTACHMENTS:**

Proclamation for Firefighter Appreciation Day





# P

# ROCLAMATION



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

**WHEREAS**, in June of 2007 the United States Senate passed a resolution creating National First Responder Appreciation Day to honor and celebrate the contributions and sacrifices made by all first responders in the United States; and

**WHEREAS**, the men and women who serve as firefighters are worthy of recognition for their courage, heroism, and concern for the welfare of the communities they serve, regardless of peril or injury to themselves; and

**WHEREAS**, thousands of firefighters, both career and volunteer, risk their lives every day to make our communities safer through such efforts as search and rescue operations, hazardous materials response, fire prevention and safety education, and responding and treating a variety of life-threatening emergencies; and

**WHEREAS**, firefighters make the ultimate sacrifice to protect the citizens they serve whether danger is the result of natural or manmade disasters as witnessed by fire suppression deaths and other contributing causes;

**NOW, THEREFORE**, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim May 4<sup>th</sup>, 2018 as:

## **FIREFIGHTER DAY IN BASTROP, TEXAS**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24<sup>th</sup> day of April 2018.

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Connie B. Schroeder, Mayor



# STAFF REPORT

**MEETING DATE:** April 24, 2018

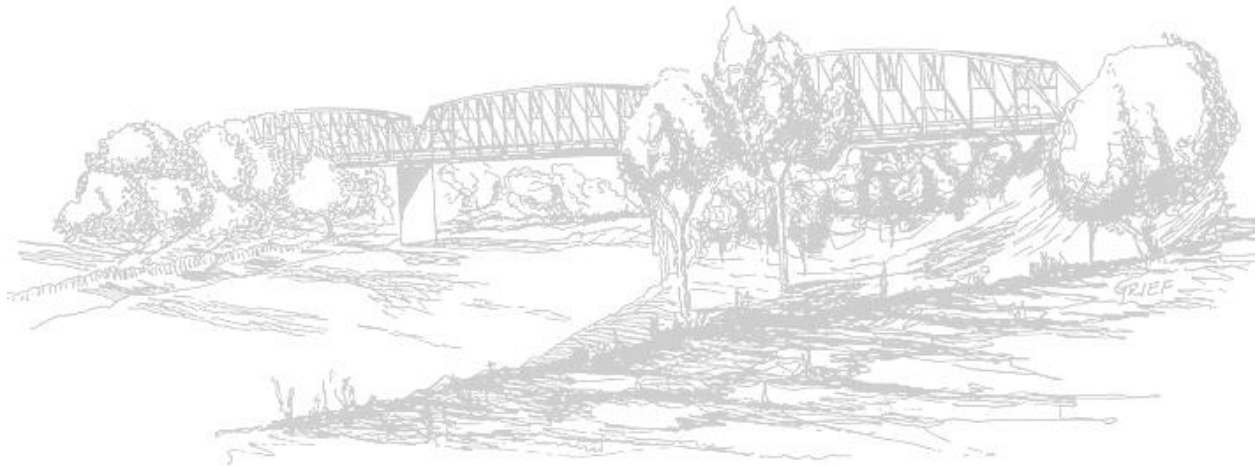
**AGENDA ITEM:** 4C

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 27, 2018, as National Arbor Day.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services



# P

# ROCLAMATION



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

**WHEREAS**, Arbor Day is observed throughout the world in many languages and cultures; and

**WHEREAS**, trees are a renewable resource providing us with paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees provide environmental benefits by providing shade for people and our buildings, removing air pollution, abating storm water runoff and providing wildlife habitat; and

**WHEREAS**, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our parks and streets; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and enjoyment.

**NOW, THEREFORE**, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim April 27, 2018, as **NATIONAL ARBOR DAY** in the City of Bastrop, and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.

**IN WITNESS WHEREOF**, I have set my hand and caused the seal of the City of Bastrop to be affixed this 24<sup>th</sup> day of April, 2018.

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Connie B. Schroeder, Mayor



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 4D

**TITLE:**

Mayor's Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

- Power Point Presentation

*Mayor's Report*  
*April 24, 2018*



# Latest Activities

March 29 – April 9



Supreme Lending Ribbon Cutting



Bastrop Library & Bluebonnet Elementary ABC Books



Bastrop State Park Easter Sunrise Service Ministerial Alliance



Judge Paper Chamber Lunch



HOPE Fund Raiser



Playhouse Ribbon Cutting



CES Spring Fling



First Friday Art Walk

Events in 2018: 105



LCRA Steps Forward

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



# Planned Events

*April 11 - 24*

- April 11 – Texas Electric Power Conference
- April 12-14 – Cultivating Strong Towns Workshop
- April 15 – Annual Lost Pines Art Center Gala
- April 16 – BECD Monthly Meeting
- April 18 – NJROTC Cadet Inspection (w/Regional Commander)
- April 19
  - Bastrop Beer Company – Ribbon Cutting
  - Mid-Year Budget City Council Work Session
- April 20
  - BEDC Workforce Development Program
  - Texas Historical Foundation Annual Meeting
- April 21
  - Keep Bastrop County Beautiful River Rally Race
  - Crawfish on the Colorado benefiting Bastrop Animal Rescue
- April 22
  - River Clean-up Day
- **April 23**
  - **EARLY VOTING STARTS!**
  - Deluxe Corporation Marketing Seminar
- April 24
  - Rotary Speaker
  - City Council



# Upcoming Events & City Meetings

- April 25 – Ribbon Cutting; Family Heritage
- April 26 – Ribbon Cutting; Serenity Ballistics
- April 27 - BEST Breakfast
- April 29 – Table on Main
- April 30 – Texas State Prayer Breakfast
- May 1
  - Last day of Early Voting
  - Seton Hospital Ground Breaking
  - Bastrop Business Bash
- May 2
  - Chamber Luncheon – The State of the City
  - BAIPP Monthly Meeting
- May 3
  - National Day of Prayer (County Courthouse)
  - Ribbon Cutting; Hero Water Sports
  - Farm Street Opry
- May 4 – First Friday Art Walk
- May 5
  - **ELECTION DAY**
  - Cinco De Mayo Pub Crawl
- May 8 City Council







# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 4E

**TITLE:**

Councilmembers' Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 4F

**TITLE:**

City Manager's Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

(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:** April 10, 2018

**AGENDA ITEM:** 5A

**TITLE:**

Discuss the proposed Ethics Ordinance and receive public comment.

**STAFF REPRESENTATIVE:**

Lynda K. Humble, City Manager  
Alan Bojorquez, City Attorney

**BACKGROUND/HISTORY:**

City Council requested that City Attorney Alan Bojorquez, when hired in October, draft a new Ethics Ordinance for discussion and consideration, rather than attempting to amend the current ordinance.

City Attorney Alan Bojorquez is passionate about Ethics, specifically in the realm of local government. The City Attorney is considered an industry expert on this topic and has published numerous articles and routinely speaks on this subject.

At the March 27<sup>th</sup> Council meeting a discussion was facilitated by the City Attorney the proposed Ethics Ordinance. His presentation:

1. Educated the Council on the importance of how a quality Ethics ordinance should be structured.
2. Educated the Council on the important elements that should be contained in a quality Ethics ordinance.
3. Discussed the draft ordinance, sought input to ensure it meets the Council's expectations, and to understand additional issues that need to be addressed in an Ethics Ordinance specifically written for the City of Bastrop.

At the April 10<sup>th</sup> Council meeting, a discussion was facilitated by the City Attorney regarding Draft C of the Ethics Ordinance, which contained feedback from the March 27<sup>th</sup> Council briefing as well as emails from citizens.

1. Discussed the draft ordinance, sought input to ensure it meets the Council's expectations, and to understand additional issues that need to be addressed in an Ethics Ordinance specifically written for the City of Bastrop.

**POLICY EXPLANATION:**

At the April 10<sup>th</sup> Council meeting, staff was instructed to place this Ethics Ordinance on a future agenda for additional discussion with Council and to provide time for public comment.

**ATTACHMENTS:**

- Draft Ethics Ordinance

CITY OF BASTROP, TX  
ORDINANCE NO. 2018-\_\_\_\_\_

**CODE OF ETHICS**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS  
AMENDING THE CODE OF ORDINANCES, REPEALING  
AND REPLACING ARTICLE 1.15 TITLED "CODE OF  
ETHICS" AND PROVIDING FOR FINDINGS OF FACT,  
REPEALER, SEVERABILITY, CODIFICATION,  
EFFECTIVE DATE, PROPER NOTICE AND MEETING**

**WHEREAS,** the City Council of the City of Bastrop enacts this new Code of Ethics to foster a culture of integrity for those who serve the municipality and our citizenry; and

**WHEREAS,** the City Council strives to increase public confidence in our municipal government; and

**WHEREAS,** the City Council finds that it is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust; and

**WHEREAS,** the City Council has determined that city officials have a responsibility to the citizens to administer and enforce the City Charter and City Ordinances in an ethical manner; and

**WHEREAS,** the City Council wants to enhance public confidence in our municipal government, by providing that each city official must strive not only to maintain technical compliance with the principles of conduct set forth in this Article, but to aspire daily to carry out their duties objectively, fairly, and lawfully; and

**WHEREAS,** the City Council enacts this Ordinance to ensure that decision makers provide responsible stewardship of City resources and assets; and

**WHEREAS,** the City Council intends this Ordinance to provide a framework within which to encourage ethical behavior, and enforce basic standards of conduct while providing due process that protects the rights of the complainant and the accused, and not to provide a mechanism to defame, harass or abuse political opponents, or publicize personal grudges; and

**WHEREAS,** the City Council enacts this Ordinance pursuant to Section 3.14 of the Charter.

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

**1. FINDINGS OF FACT**

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

**2. AMENDMENT**

Chapter 1, Article 1.15 of the City of Bastrop Code of Ordinances is hereby repealed and replaced, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. CODIFICATION**

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

**6. EFFECTIVE DATE**

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

**7. PROPER NOTICE & MEETING**

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

**READ & ACKNOWLEDGED** on First Reading on this, the \_\_\_\_ day of April 2018.

**READ & APPROVED** on the Second Reading on this, the \_\_\_\_ day of May 2018.

**APPROVED:**

by: \_\_\_\_\_  
Connie Schroeder, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF BASTROP  
CODE OF ORDINANCES  
CHAPTER 1: GENERAL PROVISIONS  
ARTICLE 1.15. CODE OF ETHICS**

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**CITY OF BASTROP**  
**CODE OF ORDINANCES**  
**CHAPTER 1: GENERAL PROVISIONS**  
**ARTICLE 1.15. CODE OF ETHICS**

**DIVISION 1. GENERAL**

**1.15.1 Authority**

This Article is enacted pursuant to the authority granted to the City under Section 3.14 of the Charter.

**1.15.2 Purpose**

The purpose of this Article is to foster an environment of integrity for those that serve the City of Bastrop and our citizenry. The City Council enacted this Article in order to increase public confidence in our municipal government. It is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust. City Officials have a responsibility to the citizens to administer and enforce the City Charter and City Ordinances in an ethical manner. To ensure and enhance public confidence in our municipal government, each City Official must strive not only to maintain technical compliance with the principles of conduct set forth in this Article, but to aspire daily to carry out their duties objectively, fairly, and lawfully. Furthermore, this Article was enacted to ensure that decision makers provide responsible stewardship of City resources and assets.

It is not the purpose of this Article to provide a mechanism to defame, harass or abuse their political opponents, or publicize personal grudges. Rather, this Article is intended to provide a framework within which to encourage ethical behavior, and enforce basic standards of conduct while providing due process that protects the rights of the Complainant and the Accused.

**1.15.3 Prospective**

This Article shall apply prospectively, and shall not sustain any Complaints based on acts or omissions alleged to have taken place prior to adoption of this Article.

**1.15.4 Applicability**

This Article applies to the following persons:

- (a) City Officials.



- (b) Former City Officials whose separation from city service occurred less than two (2) years from the date of the alleged violation of this Article. Application of this Article to Former City Officials shall be limited to alleged violations:
  - (1) that occurred during the term as a City Official;
  - (2) of the prohibition on representing others for compensation; or
  - (3) of the prohibition of subsequent work on prior projects .
- (c) Vendors; and
- (d) Complainant(s).

Concerns regarding City employees not listed above may be brought to the attention of the City Manager for assessment in accordance with any applicable personnel policies.

### **1.15.5 Definitions**

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accepted Complaint:* a sworn allegation of a violation of this Article after the required documentation has been submitted to the City Secretary and determined to be administratively complete.

*Accused:* a City Official who has been charged in a Complaint with having violated this Article.

*Actionable Complaint:* an Accepted Complaint that has been deemed by a Panel to contain allegations and evidence that, if accepted as true, would support a finding that a violation of this Article occurred.

*Advisory Opinions:* written rulings regarding the application of this Article to a particular situation or behavior.

*Article:* the Code of Ethics for the City of Bastrop.

*Baseless Complaint:* a Complaint that does not allege conduct that would constitute a violation of this Article, or that does not provide evidence that, if true, would support a violation of this Article.

*Board of Ethics:* the oversight entity established by the Council to administer this Article.

*Business Entity:* a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, political subdivision, government agency, university, or any other entity recognized by law.

*Candidate:* a person who has filed an application for a place on a ballot seeking public office, or one who has publicly announced the intention to do so.

*Charged:* to be charged with a violation of this Article is to have an Accepted Complaint deemed Actionable.

*City:* the City of Bastrop in the County of Bastrop and State of Texas.

*City Secretary:* the person appointed to serve in the capacity provided for by Section 6.04 of the City Charter, or their designee and clerical staff acting in the City Secretary's absence.

*City Official:* for purposes of this Article, the term consists of the Council Members, City Manager, City Attorney, Department Directors, and members of the Planning and Zoning Commission, Zoning Board of Adjustment, and Bastrop Economic Development Corporation's Board of Directors.

*Code:* the Code of Ordinances of the City of Bastrop, Texas, as such Code may be amended from time to time.

*Complainant:* the human individual who submitted a Complaint to the City.

*Complaint:* written documentation submitted to the City accusing a City Official of violating this Article.

*Confidential Information:* any written information that could or must be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written, could be excepted from disclosure under that Act, unless disclosure has been authorized by the City Council or City Manager. The term also includes data conveyed in Executive Session (i.e., a closed meeting) in accordance with the Texas Open Meetings Act. Data shall not be considered Confidential Information if public disclosure has been authorized by the City Council, City Manager, or City Attorney.

*Council:* the governing body of the City of Bastrop, Texas, including the Mayor and City Council Members.

*Deliberations:* discussions at the dais; voting as a Member of the Board or Commission; presentations as a member of the audience before any City Board or Commission. This term does not apply to a general vote on a broad, comprehensive or omnibus motion, such as approval of the City budget.

*Department Directors:* the employees appointed by the City Council, those being the City Manager, City Attorney, and Municipal Court Judges.

*Former City Official:* a City Official whose separation from city service occurred less than one (1) year from the date of an alleged violation of this Article.

*Frivolous Complaint:* a sworn Complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

*Interfere:* a person interferes with a process or activity pertaining to this section when they intentionally and wrongfully take part in, or prevent, a City process or activity from continuing or being carried out properly or lawfully.

*Panel:* an *ad hoc* subcommittee of the Board of Ethics consisting of three (3) members assigned by the Chairperson or designated by the City Secretary (as applicable) on a rotating basis, at least one (1) of which is an attorney or retired jurist.

*Pending Matter:* an application seeking approval of a permit or other form of authorization required by the City, State or Federal law; a proposal to enter into a contract or arrangement with the City for the provision of goods, services, real property or other things of value; a case involving the City that is (or is anticipated to be) before a civil, criminal or administrative tribunal.

*Person:* associations, corporations, firms, partnerships, bodies politic and corporate, as well as to individuals.

*Recklessly:* a person acts recklessly when they are aware of but consciously disregard a substantial and unjustifiable risk that a certain result is probable from either their conduct, or in light of the circumstances surrounding their conduct. The risk must be of such a nature and degree that to disregard it constitutes a gross deviation from the standard of care that an ordinary person would exercise under the circumstances.

*Relative:* a family member related to a City Official within the third (3<sup>rd</sup>) degree of affinity (marriage) or consanguinity (blood or adoption).

*Shall:* a mandatory obligation, not a permissive choice.

*Special Counsel:* an independent, outside attorney engaged by the City to advise the City as an organization and/or the Board of Ethics.

*Vendor:* a person who provides or seeks to provide goods, services, real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way.

### **1.15.6 Cumulative & Non-Exclusive**

This Article is cumulative of and supplemental to all applicable provisions of the City Charter, other City Ordinances, and State/Federal laws and regulations. Compliance with this Article does not excuse or relieve any person from any obligation imposed by any other Rule. Attempts to enforce this Article shall not be construed as foreclosing or precluding other enforcement options provided by other law.

## DIVISION 2. RULES OF CONDUCT

### 1.15.7 Expectations

The following list conveys the City Council's expectations for City Officials. These expectations are aspirational, and shall not serve as the basis for a Complaint.

- (a) City Officials are expected to conduct themselves in a manner that fosters public trust.
- (b) City Officials are charged with performing their public duties in a way that projects a high level of personal integrity and upholds the integrity of the organization.
- (c) City Officials must avoid behavior that calls their motives into question and erodes public confidence.
- (d) City Officials shall place the municipality's interests and the concerns of those the City serves above private, personal interests.
- (e) Those who serve the City are expected to value honesty, trustworthiness, diligence, objectivity, fairness, due process, efficiency, and prudence as values the City professes.
- (f) City Officials must balance transparency with the duty to protect personal privacy and preserve the confidential information with which the City has been entrusted.
- (g) It is neither expected nor required that those subject to this Article relinquish or waive their individual rights.

### 1.15.8 Mandates

- (a) **Financial Disclosures.** All Candidates for City Council, including Candidates for Mayor, shall file financial information reports as required by, and in accordance with, State law. All prospective Vendors and City Officials shall file disclosure forms as required by, and in accordance with, State law.
- (b) **Business Disclosures.** All City Officials shall file with the City Secretary annual reports listing the names of human individuals with whom the City Official or the City Official's spouse is named partner in the following types of businesses: General Partnership, Limited Partnership, Limited Liability Partnership, or Limited Liability Corporation, or Professional Corporation. Annual reports shall be submitted within ninety (90) days of taking office. Failure to submit a report shall not serve as a basis for a Complaint unless the City Official fails to submit a report within thirty (30) days of being provided written notification of the omission. Neither the existence of a business relationship as described in this Section, nor the submission of a report required by this Section shall prevent a City Official from participating in Deliberations on matters pending before the City absent a Conflicting Interest.

### 1.15.9 Prohibitions

- (a) **Conflicts of Interest:**

- (1) *Deliberation Prohibited.* It shall be a violation of this Code for a City Official to knowingly deliberate regarding a Pending Matter for which the City Official currently has a Conflicting Interest. City Officials with a current Conflicting Interest in a Pending Matter must recuse themselves and abstain from Deliberations. It is an exception to this recusal requirement if the City Official serves on the City Council, Planning and Zoning Commission, or Board of Adjustment; and a majority of the members of that body is composed of persons who are likewise required to file (and who do file) disclosures on the same Pending Matter.
- (2) *Disclosure Required.* If a City Official has a Conflicting Interest in a Pending Matter, the City Official shall disclose the nature of the Conflicting Interest by filing a sworn statement with the City Secretary. Disclosures under this subsection shall be for the time period, including the previous calendar year, and up to date where the Conflicting Interest arises before the City Official.
- (3) *Definition of Conflicting Interest.* For purposes of this Article, the term is defined as follows:

*Conflicting Interest:* a stake, share, equitable interest or involvement in an undertaking in the form of any one (1) or more of the following:

- (A) ownership of five percent (5%) or more voting shares or stock in a Business Entity;
- (B) receipt of more than five thousand dollars (\$5,000.00) in gross annual income from a Business Entity, as evidenced by a W-2, 1099, K-1, or similar tax form;
- (C) ownership of more than five thousand dollars (\$5,000.00) of the fair market value of a Business Entity;
- (D) ownership of an interest in real property with a fair market value of more than one thousand dollars (\$1,000.00);
- (E) serves on the Board of Directors or as an Officer of a Business Entity, unless the City Official was appointed to that position by the City Council; and/or
- ~~(F)~~ (F) serves on the Board of Directors (i.e., governing body) or as an Officer of a nonprofit corporation or an unincorporated association, unless the City Official was appointed to that position by the City Council; ~~and/or-~~
- ~~(G)~~ (G) serves in an official, named capacity as a designated fundraiser for a nonprofit corporation or an unincorporated association, unless the City Official was appointed to that position by the City Council.

A City Official is considered to have a Conflicting Interest if the City Official's relative has a conflicting interest.

The term Conflicting Interest does not include ownership of an interest in a mutual or common investment fund that holds securities or assets unless the City Official participates in the management of the fund.

**(b) Gifts.**

- (1) *General.* It shall be a violation of this Article for a City Official to accept any gift that might reasonably tend to influence such Officer in the discharge of official duties.
- (2) *Specific.* It shall be a violation of this Article for a City Official to accept any gift for which the fair market value is greater than fifty dollars (\$50.00). It shall be a violation of this Article for a City Official to accept multiple gifts from a single source for which the cumulative fair market value exceeds two-hundred dollars (\$200.00) in a single fiscal year.
- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to a City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two-hundred dollars (\$200.00) per a single fiscal year.
- (4) *Definition of Gift.* Anything of monetary value, including but not limited to cash, the extension of credit, personal property, real property, services, meals, entertainment, and travel expenses.
- (5) *Exceptions.* This definition shall not apply to the following, which are allowed under this Article:
  - (A) a lawful campaign contribution;
  - (B) meals, lodging, transportation, entertainment, and related travel expenses paid for (or reimbursed by) the City in connection with the City Official's attendance at a conference, seminar or similar event, or the coordinator of the event;
  - (C) meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, or charity functions, or community events, if furnished by the sponsor of such events (who is in attendance);
  - (D) complimentary copies of trade publications and other related materials;
  - (E) attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;

- (F) any gift that would have been offered or given to the City Official because of a personal, familial, professional relationship regardless of the City Official's capacity with the City;
  - (G) tee shirts, caps and other similar promotional material;
  - (H) complimentary attendance at political or charitable fund raising events.
- (6) *Donations.* It is not a violation under this Article for a City Official to accept a Gift prohibited by this Article on behalf of the City of Bastrop. Conveyance of a Gift prohibited by this Article to the City of Bastrop or a nonprofit corporation cures any potential violation.

**(c) Outside Employment.**

- (1) *Applicability of Section.* This subsection applies to Department Heads.
- (2) *Prohibition.* It is a violation of this Article for a Department Head to solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties.
- (3) *Disclosure and Consent.* It is a violation of this Article for a Department Head to accept employment from any Person other than the City without first disclosing the prospective employment arrangement in writing to the Mayor and receiving the Mayor's written consent.

**(d) Representation of Others.**

- (1) *Current City Officials.* It shall be a violation of this Article for a City Official to represent ~~for compensation~~ any person, group, or entity before the City. ~~For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.~~ This section does not limit the ability of a City Official to represent themselves or their property in dealings with the City.
- (2) *Former City Officials.* It shall be a violation of this Article for a City Official to represent for compensation any person, group, or entity before the City Council, or a board or commission of the City for a period of one (1) year after termination of official duties. This prohibition applies to representation in the form of advocacy or lobbying regarding discretionary approvals of the City, not the routine, ministerial actions. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation. The prohibition in this subsection solely applies to the Former City Official, and shall not be construed to apply to other affiliated Persons.

- (e) Improper Influence.** It shall be a violation of this Article for a City Official to use such person's official title/position to:

- (1) secure special privileges or benefits for such person or others;
  - (2) grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;
  - (3) assert the prestige of the official's or employee's City position for the purpose of advancing or harming private interests;
  - (4) state or imply that the City Official is able to influence City action on any basis other than the merits; and
  - (5) state or imply to state or local governmental agencies that the City Official is acting as a representative of the City, as an organization, or as a representative of the City Council without first having been authorized by the City Council to make such representation (except the Mayor, City Manager, and City Attorney).
- (f) Misuse of Information.**
- (1) *Personal Gain.* It shall be a violation of this Article for a former City Official to use any confidential information to which the City Official had access by virtue of their official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal or private financial interest of any Person.
  - (2) *Confidential Information.* It shall be a violation of this Article for a City Official to intentionally, knowingly, or recklessly disclose any confidential information gained by reason of the City Official's position concerning the property, operations, policies or affairs of the City. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.
- (g) Abuse of Resources.** It shall be a violation of this Article for a City Official to use, request, or permit the use of City facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to other citizens and the City Officials for official City purposes.
- (h) Abuse of Position.** It shall be a violation of this Article for any City Official to:
- (1) *Harassment & Discrimination.* Use the Official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, or religion.
  - (2) *Interference.* Interfere with any criminal or administrative investigation alleging the violation of any provision of this Article, the City Charter, administrative policy or executive order in any manner, including but not limited to seeking to persuade or coerce City employees or others to withhold their cooperation in such investigation is a violation of this Article.



- (i) **Subsequent Work on Prior Projects.** It shall be a violation of this Article for any former City Official, within one (1) year of the cessation of official duties for the City, to perform work on a compensated basis relating to a City contract or arrangement for the provision of goods, services, real property or other things of value, if while in City service the former City Official personally and substantially participated in the negotiation, award or administration of the contract or other arrangement. This Section does not apply to a City Official whose involvement with a contract or arrangement was limited to Deliberations as a member of the City Council, or a board or commission.

### DIVISION 3. IMPLEMENTATION

#### 1.15.10 Staffing

- (a) **City Secretary.** The City Secretary's Office shall be responsible to provide staff and clerical support to the Board of Ethics to assist in the implementation and enforcement of this Article. The degree of support required shall be at the discretion of the City Secretary. Nothing herein creates a duty for the City Secretary to enforce this Article. Furthermore, this Article shall not be construed as requiring the City Secretary to investigate allegations of violations of this Article submitted via the Fraud, Waste or Abuse hotline.
- (b) **Conflicts Log.** The City Secretary's Office shall, in cooperation with the City Secretary's Office, maintain a Conflicts Log on an ongoing basis listing the Conflicting Interests disclosed by City Officials in accordance with this Article. The log is a public record. The City Secretary is neither authorized nor required to inspect or act upon the content of the Conflicts Log.
- (c) **City Manager.** If a Complaint accuses the City Secretary of violating this Article, the duties of the City Secretary under this Article shall be performed by the City Manager for purposes of processing that Complaint.

#### 1.15.11 Legal Counsel

- (a) **City Attorney.** The City Attorney shall provide legal support to the City Secretary and Board of Ethics in the administration of this Article. Nothing herein shall be construed to limit the authority of the City Attorney to render legal guidance in accordance with the City Attorney's professional obligations and standards.
- (b) **Special Counsel.** Independent, outside legal services shall be engaged by the City Attorney on the City's behalf to provide legal support to the City Secretary and Board of Ethics when:
- (1) in the City Attorney's discretion it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the City; or
  - (2) when the City Council deems Special Counsel is necessary.

**1.15.12 Training**

- (a) **Curriculum.** The City Secretary shall approve a training program that provides an introduction and overview of the expectation, mandates and prohibitions provided for by this Article.
- (b) **Orientation.** City Officials shall complete a training session regarding this Article within ninety (90) days of commencing the official duties.
- (c) **Annual.** City Officials shall complete an annual training session regarding this Article.
- (d) **Exiting Officials.** Information shall be provided to City Officials terminating their City service regarding the continuing restrictions on the representation of others by certain former City Officials.

**1.15.13 Board of Ethics**

- (a) **Creation.** There is hereby created a Board of Ethics for the City of Bastrop.
- (b) **Appointment.** The Board of Ethics shall be appointed by majority vote of the City Council.
- (c) **Number.** The Board of Ethics shall consist of five (5) regular members, and three (3) alternate members.
- (d) **Terms.** Board of Ethics members (regular and alternates) shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which two (2) members shall receive an initial term of one (1) year in order to stagger terms. In total, members may only serve three (3) consecutive terms. A member may be reappointed no sooner than one (1) year after expiration of a previous term.
- (e) **Eligibility.** Membership on the Board of Ethics is limited to residents of the City of Bastrop.
- (f) **Ineligibility.** The following shall disqualify a person from serving on the Board of Ethics:
  - (1) current service as a City Official;
  - (2) separation from city service as a City Official within two (2) years of the appointment;
  - (3) familial relations within the third (3<sup>rd</sup>) degree of affinity (marriage) or consanguinity (blood or adoption);
  - (4) ~~current service as an elected official in Bastrop County;~~ and / or
  - (5) conviction of a felony, or crime of moral turpitude.
- (g) **Alternates.** Alternate members of the Board of Ethics shall attend meetings only upon request by the City Secretary's Office. The role of an alternate is to participate in

meetings of the Board of Ethics as a replacement for a regular member who is absent or abstaining.

- (h) **Scope of Authority.** The Board of Ethic's jurisdiction shall be limited to implementation and enforcement of this Article.
- (i) **Amendments.** The Board of Ethics may recommend amendments to this Article. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this Article.
- (j) **Officers.** At the first meeting of each fiscal year the Board of Ethics shall select from among its members a Chairperson and Vice-Chairperson.
- (k) **Rules of Procedure:** The Board of Ethics shall adopt rules of procedure governing how to conduct meetings and hearings. Such procedural rules are subject to confirmation or modification by the City Council.
- (l) **Removal:** The City Council may by a vote of two-thirds (2/3) remove a member of the Board of Ethics for cause. Justifications warranting removal for cause shall include neglect of duty, incompetence, gross ignorance, inability or unfitness for duty, or disregard of the Code of Ordinances.

#### 1.15.14 Advisory Opinions

- (a) **Requests.** Any City Official may request an Advisory Opinion on a question of compliance with this Article. Requests shall be submitted in writing to the City Secretary, who shall assign the request to a Panel.
- (b) **Issuance.** A Panel of the Board of Ethics shall issue Advisory Opinions upon request. Advisory Opinions shall be issued within thirty (30) days of receipt of the request.
- (c) **Reliance.** It shall be an affirmative defense to a Complaint that the Accused relied upon an Advisory Opinion. In making a determination on the proper disposition of a Complaint, the Board of Ethics may dismiss the Complaint if the Board finds that:
  - (1) the Accused reasonably relied in good faith upon an Advisory Opinion;
  - (2) the request for an Advisory Opinion fairly and accurately disclosed the relevant facts; and
  - (3) less than five (5) years elapsed between the date the Advisory Opinion was issued and the date of the conduct in question.

#### 1.15.15 Complaints

- (a) **Complainants.** Any person who has first-hand knowledge that there has been a violation of Sections 3-112 and 3-113 of this Article may allege such violations by submitting a Complaint. The persons who may submit Complaints includes (but is not limited to) members of the Board of Ethics.
- (b) **Form.** Complaints shall be written on, or accompanied by, a completed form promulgated by the City Secretary.

- (c) **Contents.** A Complaint filed under this section must be in writing and under oath and must set forth in simple, concise, direct statements and must state:
- (1) the name of the Complainant;
  - (2) the street or mailing address, email address, and the telephone number of the Complainant;
  - (3) the name of each person Accused of violating this Article;
  - (4) the position or title of each person Accused of violating this Article;
  - (5) the nature of the alleged violation, including (whenever possible) the specific provision of this Article alleged to have been violated;
  - (6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
  - (7) all documents or other material available to the Complainant that are relevant to the allegation.
- (d) **Violation Alleged.** The Complaint must state on its face an allegation that, if true, constitutes a violation of this Article.
- (e) **Affidavit.** A Complaint must be accompanied by an affidavit stating that the Complaint is true and correct or that the Complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Article. The Complainant shall swear to the facts by oath before a Notary Public or other person authorized by law to administer oaths under penalty of perjury.
- (f) **Limitations Period.** To be accepted, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- (g) **Filing.** Complaints shall be submitted to the City Secretary. Submission of Complaints may be made by hand delivery, by U.S. Mail, or email directed to an email address publicly listed by the City Secretary.
- (h) **Acceptance of Complaint.** Within five (5) business days of receiving a Complaint, the City Secretary shall determine if it is administratively complete, and timely.
- (1) *Administratively Complete.* A Complaint is administratively complete if it contains the information described above. If the Complaint is administratively complete, the City Secretary shall proceed as described in this Article. If the Complaint is incomplete the City Secretary shall send a written deficiency notice to the Complainant identifying the required information that was not submitted.
- The Complainant shall have ten (10) business days after the date the City Secretary sends a deficiency notice to the Complainant to provide the required information to the City Secretary, or the Complaint is automatically deemed abandoned and may not be processed in accordance with this Article. Within five

(5) business days of a Complaint being abandoned, the City Secretary shall send written notification to the Complainant and the Accused.

- (2) *Timely.* To be timely, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Article. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- (i) **Notification of Acceptance.** Within five (5) business days of determining that a Complaint is administratively complete, the City Secretary shall send a written notification of acceptance to the Complainant, the Accused, and the City Attorney.

For purposes of this provision, a Complaint shall be considered Accepted when the City Secretary has deemed the submittal administratively complete, and timely.

- (j) **Confidentiality.** A Complaint that has been submitted to the City is hereby deemed confidential until such time as the Complaint is either dismissed or placed on an agenda for consideration by the Board of Ethics in accordance with this Article. Clerical and administrative steps shall be taken to identify and manage confidential information in accordance with this Article. The confidentiality created by this Article includes the fact that a Complaint was submitted and the contents of that Complaint. It shall be a violation of this Article for a City Official to publicly disclose information relating to the filing or processing of a Complaint, except as required for the performance of official duties or as required by law. Requests for records pertaining to Complaints shall be responded to in compliance with the State law. The limited confidentiality created by this Article is limited in scope and application by the mandates of the Texas Public Information Act, Chapter 552 of the Texas Government Code.
- (k) **Ex Parte Communications.** After a Complaint has been filed and during the pendency of a Complaint before the Board of Ethics, it shall be a violation of this Article:
- (1) for the Complainant, the Accused, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a Complaint in *ex parte* communication with a member of the Board of Ethics or any known witness to the Complaint; or
  - (2) for a Member of the Board of Ethics, to knowingly allow an *ex parte* communication about the subject matter or merits of a Complaint, or to communicate about any issue of fact or law relating to the Complaint directly or indirectly with any person other than a Member of the Board of Ethics, the City Secretary's office, the City Attorney's office, or Special Counsel.

#### 1.15.16 Preliminary Assessment

- (a) **Referral to Chairperson.** Accepted Complaint(s) shall be referred to the Chairperson of the Board of Ethics within five (5) business days of being determined administratively complete.
- (b) **Assignment of Panel.** Within five (5) business days of receiving an Accepted Complaint, the Chairperson of the Board of Ethics shall assign the Complaint to a Panel

for Preliminary Assessment. The Chairperson shall order a meeting of the Panel, which shall be conducted in compliance with the Texas Open Meetings Act. Each Panel shall select a Presiding Officer to conduct Panel deliberations.

- (c) **Panel Determination.** Within ten (10) business days of being assigned an Accepted Complaint, the Panel shall review the Complaint on its face and determine whether the Complaint is:

- (1) *Actionable:* the allegations and evidence contained in the Complaint, if true, would constitute a violation of this Article.
- (2) *Baseless:* the allegations and evidence contained in the Complaint, if true, would not constitute a violation of this Article.

Actionable Complaints shall be returned to the Chairperson for listing on an agenda for a public hearing. Baseless Complaints shall be dismissed. Written notification of the Panel's determination shall be filed with the City Secretary and sent to the Chairperson, Complainant, the Accused, and the City Attorney within two (2) business days. Written notifications of dismissal shall include notice of the right to appeal.

- (d) **Appeals.** A Panel's preliminary assessment under this Section 3-120 may be appealed to the Board of Ethics by either the Complainant or the Accused, as applicable. An appeal shall be perfected by filing a written notice of appeal with the City Secretary within ten (10) business days of the date of the written notification.

#### 1.15.17 Meetings

- (a) **Calling Meetings.** Meetings of the Board of Ethics shall be called upon request of the Chairperson, three (3) members, or the City Secretary.
- (b) **Quorum.** The quorum necessary to conduct meetings of the Board of Ethics shall be four (4). The Chairperson (or acting chairperson) shall count toward the establishment of a quorum and retains the right to vote.
- (c) **Hearings:**
  - (1) *Scheduling:* Hearings shall be scheduled by the City Secretary upon the filing of:
    - (A) a Panel determination that a Complaint is Actionable; or
    - (B) an Appeal challenging a Panel's dismissal of a Complaint as Baseless.
  - (2) *Purpose:* The purpose of the hearing(s) shall be solely to determine whether:
    - (A) a violation of this Article occurred, and if so to assess the appropriate sanction;
    - (B) an Accepted Complaint was erroneously dismissed as Baseless by a Panel; and/ or
    - (C) an Accepted Complaint is Frivolous.

- (3) *Sworn Testimony:* All witness testimony provided to the Board of Ethics shall be under oath.
  - (4) *Burden of Proof:* Because the burden of showing that a violation of this Article occurred is placed on the Complainant, it is the Complainant that has the obligation to put forth evidence, including testimony, supporting the Complaint. The Complainant is required to testify at the hearing. A Complainant's failure to testify at a hearing shall be grounds for dismissal of a Complaint.
  - (5) *Representation:* The Accused shall have a right to present a defense. Both the Complainant and the Accuser have a right to be represented by legal counsel.
- (d) **Open Meetings.** All meetings and hearings of the Board of Ethics, including Panel deliberations, shall be conducted pursuant to the Texas Open Meetings Act. The Board of Ethics may convene in Executive Session (i.e., conduct a closed meeting) as allowed by the Act. All final actions of the Board of Ethics shall take place in open session.
- (e) **Postponement in Certain Instances.**
- (1) *Board:* Proceedings may be postponed upon majority vote by the members of the Board of Ethics.
  - (2) *Parties:* The Complainant and the Accused are each entitled to one (1) postponement without cause. Additional postponements shall be solely for good cause and at the discretion of the Board of Ethics.
  - (3) *Criminal Proceedings:* If a Complaint alleges facts that are involved in a criminal investigation or a criminal proceeding before a grand jury or the courts, the Board of Ethics may, when a majority of its members deem appropriate, postpone any hearing or any appeal concerning the Complaint until after the criminal investigation or criminal proceedings are terminated.

### 1.15.18 Disposition

- (a) **Dismissal.** If the Board of Ethics determines by simple majority vote (of those present and voting) at the conclusion of a hearing by simple majority vote of its members that a Complaint should be dismissed, it may do so upon finding:
  - (1) the Complaint is Baseless;
  - (2) the alleged violation did not occur;
  - (3) the Accused reasonably relied in good faith upon an Advisory Opinion, as provided in this Article; or
  - (4) the Complainant failed to testify at the hearing.
- (b) **Sanctions.** If the Board of Ethics determines by simple majority vote at the conclusion of a hearing that a violation has occurred, it may within ten (10) business days impose or recommend any of the following sanctions:

- (1) *Letter of Notification.* If the violation is clearly unintentional, or when the Accused's action was made in reliance on a written Advisory Opinion. A letter of notification shall advise the Accused of any steps to be taken to avoid future violations.
- (2) *Letter of Admonition.* If the Board of Ethics finds that the violation is minor and may have been unintentional, but calls for a more substantial response than a letter of notification.
- (3) *Letter of Reprimand.* If the Board of Ethics finds that the violation:
  - (A) was minor and was committed knowingly, intentionally or in disregard of this Article; or
  - (B) was serious and may have been unintentional.
- (4) *Recommendation of Suspension.* If the Board of Ethics finds that a violation was committed by a member of the Board of Ethics, Planning & Zoning Commission, Zoning Board of Adjustment, Bastrop Economic Development Corporation's Board of Directors, or a Department Director, and it:
  - (A) was serious and was committed knowingly, intentionally or in disregard of this Article or a state conflict of interest law; or
  - (B) was minor but similar to a previous violation by the Person, and was committed knowingly, intentionally or in disregard of this Article.

The final authority to impose a suspension rests with the City Council.

- (5) *Ineligibility.* If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Notice of all sanctions imposed by the Board of Ethics shall be transmitted to the Accused, Complainant, City Secretary, City Attorney, and City Council.

**(c) Frivolous.**

- (1) *Prohibition.* It is a violation of this Article for a Person to submit a Frivolous Complaint.
- (2) *Super-Majority Vote.* If the Board of Ethics determines at the conclusion of a hearing by a vote of two-thirds (2/3) of its Members that a Complaint was Frivolous, the Board may impose a sanction as provided by Section 3-122(b).
- (3) *Factors.* In making a determination on frivolity, the Board of Ethics shall consider the following factors:



- (A) the timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Accused is a Candidate or is involved with a candidacy, if any;
  - (B) the nature and type of any publicity surrounding the filing of the sworn Complaint, and the degree of participation by the Complainant in publicizing the fact that a Complaint was filed;
  - (C) the existence and nature of any relationship between the Accused and the Complainant before the Complaint was filed;
  - (D) if the Accused is a Candidate for Election to Office, the existence and nature of any relationship between the Complainant and any Candidate or group opposing the Accused;
  - (E) any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
  - (F) any evidence of the Complainant's motives in filing the Complaint.
- (4) *External Remedies.* Complainants who submit Frivolous Complaints are hereby notified that their actions may subject them to criminal prosecution for perjury (criminal prosecution), or civil liability for the torts of defamation or abuse of process.

#### **1.15.19 Reconsideration**

The Complainant or Accused may request the Board of Ethics to reconsider its decision. The request must be filed with the City Secretary within five (5) business days of receiving the final opinion of the Board of Ethics. The request for reconsideration shall be sent to the Chairperson of the Board of Ethics and the non-filing party (Complainant or Accused). If the Chairperson finds, in the Chairperson's sole discretion, that the request includes new evidence that was not submitted at a prior hearing, and that the new evidence bears directly on the Board of Ethic's previous determination, the Chairperson shall schedule a hearing on the request for reconsideration to occur within thirty (30) business days after filing with the City Secretary. Absent new evidence, the Chairperson shall unilaterally dismiss the request for reconsideration and provide notice to the Parties.

#### **1.15.20 Nepotism**

- (a) **City Council.** No Person shall be employed by the City who is related to any member of the City Council within the third (3<sup>rd</sup>) degree of affinity or consanguinity.
- (b) **Department Supervisor.** No Person shall be employed by the City in a department if the Person is related to the City Manager or the department supervisor within the third (3<sup>rd</sup>) degree of affinity or consanguinity.

- (c) **Preexisting Employment.** The prohibitions of this Section do not apply to a Person who was employed by the City more than six (6) months prior.

#### 1.15.21 General Procedural Matters

- (a) **Deadlines.** Any deadline provided in this Article shall be construed as expiring at 5:00 p.m. local time on the last day.
- (b) **Mailbox Rule.** Under this Article, a deadline for any response or request for appeal is met when the date the response or request for appeal is mailed falls within the timeline requirements of this Article. The posted date of any mailing will control whether it meets the timeline requirements of this Article.



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 6A

**TITLE:**

Presentation on the Quarterly Investment Report for the period ending March 31, 2018.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The Chief Financial Officer has been slowly diversifying the funds available for investment to increase the rate of return we have seen in the past, while safekeeping our principle. As shown in this report, we have expanded our Certificates of Deposits, and purchased some agency funds, which are yielding a better rate of return than the investment pools.

**POLICY EXPLANATION:**

This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code, Chapter 2256 and is also a requirement of the City of Bastrop Financial Management Policies, Chapter VIII. ASSET MANAGEMENT, Section C. INVESTMENT PERFORMANCE, as adopted by Resolution R2017-75 on September 26, 2017.

**FUNDING SOURCE:**

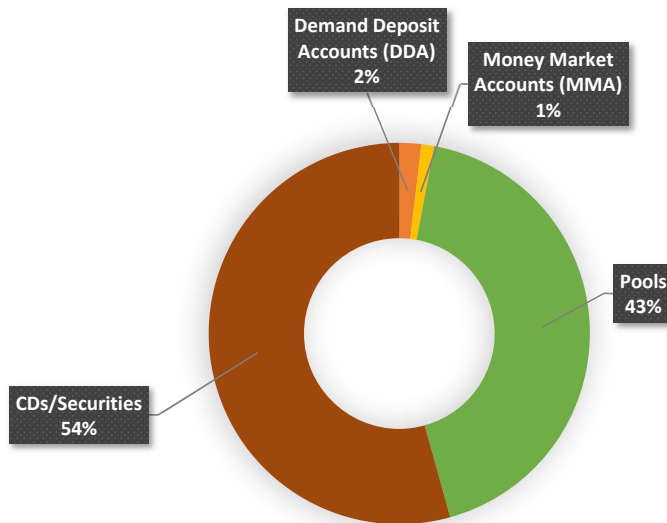
NA

**ATTACHMENTS:**

- Quarterly Investment Report for the period ending March 31, 2018.

**City of Bastrop**  
**Quarterly Investment Report**  
**Portfolio Summary**  
**period ending March 31, 2018**

Investments Description	March 31, 2018		December 31, 2017		QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
	Book Value	Market Value	Book Value	Market Value			
Demand Deposit Accounts (DDA)	\$ 9,831	\$ 9,831	\$ 504,973	\$ 504,973	\$ 3,261	\$ 5,629	0.02
Money Market Accounts (MMA)	\$ 265,679	\$ 265,679	\$ 290,046	\$ 290,046	\$ 1,276	\$ 1,519	0.01
Pools	\$ 12,177,086	\$ 12,177,086	\$ 11,638,867	\$ 11,638,867	\$ 45,846	\$ 73,787	0.43
CDs/Securities	\$ 14,836,835	\$ 12,958,204	\$ 14,772,201	\$ 14,728,313	\$ 28,259	\$ 77,612	3.46
<b>Total Investments</b>	<b>\$ 27,289,431</b>	<b>\$ 25,410,800</b>	<b>\$ 27,206,087</b>	<b>\$ 27,162,199</b>	<b>\$ 78,642</b>	<b>\$ 158,547</b>	<b>3.91</b>



*The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.*

Prepared by:

Tracy Waldron

Tracy Waldron, Chief Financial Officer

# City of Bastrop

## Detail of Investment Holdings

period ending March 31, 2018

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2017 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2018 Book Value	March 31, 2018 Market Value
DDA	FNB-Pooled Cash				\$ 504,973			\$ 9,831	\$ 9,831
MMA	FNB-Escrow Acct				\$ 250,433			\$ 250,589	\$ 250,589
MMA	FNC-Dreyfus				\$ 36,665			\$ 7,530	\$ 7,530
MMA	MBS-MM Acct				\$ 2,948			\$ 7,560	\$ 7,560
Pools	Texpool				\$ 1,813,786			\$ 728,963	\$ 728,963
Pools	Texas Class				\$ 5,707,265			\$ 8,144,068	\$ 8,144,068
Pools	Texas Term				\$ 4,117,815			\$ 3,304,055	\$ 3,304,055
Security	FHLMC	3134GA4T8	1.13%	02/28/2020	\$ 499,820		\$ 500,000	\$ -	\$ -
Security	FHLMC	3134GATV6	1.73%	10/28/2019	\$ 747,345			\$ 748,797	\$ 746,370
Security	FHLMC	3134GALS1	1.51%	09/12/2019	\$ 493,210			\$ 498,122	\$ 492,500
Security	FHLMC	3134GATH7	1.43%	04/28/2020	\$ 492,605			\$ 499,486	\$ 491,415
Security	FHLMC	3130ACHA5	1.75%	09/28/2020	\$ 497,370			\$ 499,625	\$ 494,535
Security	FHLMC	3134GBG55	1.93%	09/29/2020	\$ 247,273			\$ 248,980	\$ 245,157
Security	Intern Bk	45905UQ23	2.00%	10/30/2020	\$ 516,693			\$ 520,488	\$ 512,242
Security	FHLMC	3134GSGA7	2.58%	02/24/2021	\$ -	\$ 510,220		\$ 510,220	\$ 509,939
CD	FNC	20033ANZ5	1.30%	01/19/2018	\$ 245,034		\$ 245,000	\$ -	\$ -
CD	FNC	12738RCW2	1.25%	02/12/2018	\$ 100,009		\$ 100,000	\$ -	\$ -
CD	FNC	04407RAX9	0.85%	02/13/2018	\$ 244,931		\$ 245,000	\$ -	\$ -
CD	FNC	06414QXX2	1.00%	02/27/2018	\$ 244,907		\$ 245,000	\$ -	\$ -
CD	FNC	20786ABK0	1.00%	02/28/2018	\$ 244,980		\$ 245,000	\$ -	\$ -
CD	FNC	88241TAL4	1.00%	03/12/2018	\$ 244,924		\$ 245,000	\$ -	\$ -
CD	FNC	32112UCC3	1.00%	03/15/2018	\$ 244,819		\$ 245,000	\$ -	\$ -
CD	FNC	55266CRV0	0.90%	03/26/2018	\$ 189,816		\$ 190,000	\$ -	\$ -
CD	FNC	PER200CW7	1.05%	05/04/2018	\$ 199,944			\$ 200,000	\$ 199,932
CD	FNC	465076JH1	1.05%	05/04/2018	\$ 244,733			\$ 245,000	\$ 244,922
CD	FNC	02006LA78	1.00%	05/07/2018	\$ 244,610			\$ 245,000	\$ 244,880
CD	FNC	46176PFA8	1.00%	05/04/2018	\$ 244,733			\$ 245,000	\$ 244,922
CD	FNC	981571CD2	1.10%	05/04/2018	\$ 199,782			\$ 200,000	\$ 199,938
CD	FNC	57116ALT3	1.00%	05/07/2018	\$ 244,723			\$ 245,000	\$ 244,914
CD	FNC	845182AM6	1.00%	05/07/2018	\$ 244,723			\$ 245,000	\$ 244,914
CD	FNC	29266N2A4	0.95%	05/07/2018	\$ 244,566			\$ 245,000	\$ 244,868
CD	FNC	59013JNX3	1.00%	05/10/2018	\$ 244,713			\$ 245,000	\$ 244,904
CD	FNC	49306SWN2	1.00%	05/11/2018	\$ 244,708			\$ 245,000	\$ 244,902
CD	FNC	140420ZA1	1.00%	05/11/2018	\$ 244,708			\$ 245,000	\$ 244,902
CD	FNC	05581WGE9	1.05%	05/25/2018	\$ 244,559			\$ 245,000	\$ 244,814
CD	FNC	466682AF8	0.90%	05/29/2018	\$ 244,539			\$ 245,000	\$ 244,799
CD	FNC	74316VEN1	0.90%	05/31/2018	\$ 244,532			\$ 245,000	\$ 244,787
CD	FNC	69413CES4	0.90%	05/31/2018	\$ 244,534			\$ 245,000	\$ 244,792
CD	FNC	307660KA7	0.90%	06/04/2018	\$ 244,515			\$ 245,000	\$ 244,770
CD	FNC	254672F86	1.00%	08/17/2018	\$ 244,130			\$ 245,000	\$ 244,319
CD	FNC	066519CA5	1.00%	08/27/2018	\$ 243,983			\$ 245,000	\$ 244,194
CD	FNC	06425KBR9	1.00%	09/14/2018	\$ 29,866			\$ 30,000	\$ 29,889
CD	FNC	05580AFE9	1.10%	09/17/2018	\$ 245,854			\$ 247,000	\$ 246,024
CD	FNC	084601GN7	1.25%	11/29/2018	\$ 247,008			\$ 248,000	\$ 246,968
CD	FNC	29976DX62	1.25%	11/30/2018	\$ 247,001			\$ 248,000	\$ 246,961
CD	FNC	58403B5P7	1.40%	12/13/2018	\$ 248,263			\$ 249,000	\$ 248,126
CD	FNC	68621KAJ0	1.50%	03/18/2019	\$ 247,117			\$ 248,000	\$ 246,676
CD	FNC	508176CH5	1.60%	03/22/2019	\$ 248,395			\$ 249,000	\$ 247,889
CD	Frontier	501272	0.95%	05/25/2018	\$ 248,522			\$ 249,117	\$ 248,522
CD	FNB	74957	0.80%	06/27/2018	\$ 130,000			\$ 130,000	\$ 130,000
CD	MBS	049060BE5	1.40%	01/14/2019	\$ 248,104			\$ 249,000	\$ 247,922
CD	FNC	02587DM88	1.65%	04/05/2019	\$ 244,388			\$ 245,000	\$ 243,937
CD	FNC	02587CEH9	1.55%	05/03/2019	\$ 246,906			\$ 248,000	\$ 246,448
CD	MBS	71270QQW9	1.60%	05/10/2019	\$ 247,211			\$ 248,000	\$ 246,572
CD	FNC	48126XW35	1.50%	05/17/2019	\$ 247,837			\$ 249,000	\$ 247,235
CD	FNC	949763HU3	1.65%	06/21/2019	\$ 248,208			\$ 249,000	\$ 247,404
CD	FNC	856285BZ3	1.70%	06/24/2019	\$ 246,383			\$ 247,000	\$ 245,545
CD	FNC	06740KKN6	1.65%	07/26/2019	\$ 55,788			\$ 56,000	\$ 55,581
CD	FNC	33715LAK6	1.75%	06/17/2019	\$ 248,584			\$ 249,000	\$ 247,733
CD	FNC	06740KKW6	1.70%	09/27/2019	\$ 190,207			\$ 191,000	\$ 189,298

**City of Bastrop**  
**Detail of Investment Holdings**  
**period ending March 31, 2018**

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	December 31, 2017 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	March 31, 2018 Book Value	March 31, 2018 Market Value
CD	FNC	55266CWX0	1.70%	09/27/2019	\$ 58,755			\$ 59,000	\$ 58,475
CD	FNC	14042RKA8	1.75%	11/08/2019	\$ 245,990			\$ 247,000	\$ 244,631
CD	FNC	90352RAA3	1.80%	11/18/2019	\$ 246,170			\$ 247,000	\$ 244,737
CD	FNC	45673KAM8	1.75%	05/21/2019	\$ 248,676			\$ 249,000	\$ 247,904
CD	MBS	474067AG0	1.90%	11/22/2019	\$ 246,610			\$ 247,000	\$ 245,098
CD	FNC	61747MG47	2.20%	01/21/2020	\$ -	\$ 247,000		\$ 247,000	\$ 245,884
CD	FNC	27002YDN3	2.40%	03/16/2020	\$ -	\$ 245,000		\$ 245,000	\$ 244,412
CD	FNC	38148PZR1	2.50%	03/23/2020	\$ -	\$ 245,000		\$ 245,000	\$ 244,836
CD	FNC	32021SEU6	2.40%	03/23/2020	\$ -	\$ 245,000		\$ 245,000	\$ 244,363
CD	FNC	101120DX8	2.40%	03/23/2020	\$ -	\$ 151,000		\$ 151,000	\$ 150,607
CD	FNC	92937CGZ5	2.40%	03/23/2020	\$ -	\$ 245,000		\$ 245,000	\$ 244,363
CD	FNC	947547JX4	2.45%	03/30/2020	\$ -	\$ 245,000		\$ 245,000	\$ 244,539
CD	FNC	066851WA0	2.50%	03/30/2020	\$ -	\$ 190,000		\$ 190,000	\$ 189,829
TOTAL					\$ 27,162,199	\$ 2,323,220	\$ 2,260,000	\$ 27,289,430	\$ 27,219,633

DATES: 1/01/2018- 3/31/2018

	BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE	AVERAGE DAILY BALANCE
WATER/WASTEWATER FUND					
202-00-00-1010 XS RANCH WELL MI	250,432.55	156.12	0.00	250,588.67	250,490.24
FUND 202 TOTAL	250,432.55	156.12	0.00	250,588.67	250,490.24
FAIRVIEW CEMETERY-PERMAN					
526-00-00-1142 CERT OF DEPOSIT-	248,521.72	595.09	0.00	249,116.81	248,733.31
526-00-00-1148 CD - FNB	130,000.00	0.00	0.00	130,000.00	130,000.00
FUND 526 TOTAL	378,521.72	595.09	0.00	379,116.81	378,733.31
2013 COMB REV/TAX BOND					
724-00-00-1100 TEXAS TERM	1,421,188.12	12,116.78	9,253.00CR	1,424,051.90	1,421,215.70
FUND 724 TOTAL	1,421,188.12	12,116.78	9,253.00CR	1,424,051.90	1,421,215.70
CO 2014 SERIES					
725-00-00-1100 TEXAS TERM	2,696,627.32	8,278.08	824,902.28CR	1,880,003.12	2,430,368.29
FUND 725 TOTAL	2,696,627.32	8,278.08	824,902.28CR	1,880,003.12	2,430,368.29
POOLED CASH FUND					
991-00-00-1000 POOLED CASH ACCO	504,973.09	8,724,159.87	9,219,301.36CR	9,831.60	498,866.50
991-00-00-1100 TEX POOL	1,813,786.41	465,027.53	1,549,850.56CR	728,963.38	871,580.52
991-00-00-1105 TEXAS CLASS	5,707,264.76	2,819,477.67	382,674.25CR	8,144,068.18	7,198,393.89
991-00-00-1135 DREYFUS MM ACCT	36,665.06	1,538,865.21	1,568,000.00CR	7,530.27	280,228.88
991-00-00-1136 MULTI-BANK SECUR	2,948.25	514,831.44	510,219.58CR	7,560.11	92,832.75
991-00-00-1140 CERTIFICATE OF D	0.00	0.00	0.00	0.00	0.00
991-00-00-1141 CERTIFICATE OF D	10,135,000.00	1,813,000.00	1,760,000.00CR	10,188,000.00	9,898,511.11
991-00-00-1146 CERTIFICATES OF	744,000.00	0.00	0.00	744,000.00	744,000.00
991-00-00-1147 U.S. AGENCY	3,514,679.29	510,219.58	499,181.25CR	3,525,717.62	3,427,898.33
FUND 991 TOTAL	22,459,316.86	16,385,581.30	15,489,227.00CR	23,355,671.16	23,012,311.98
REPORT TOTALS	27,206,086.57	16,406,727.37	16,323,382.28CR	27,289,431.66	27,493,119.52



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 7

**TITLE:**

## **CITIZEN COMMENTS**

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

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

*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:** April 24, 2018

**AGENDA ITEM:** 8A

**TITLE:**

Consider action to approve City Council minutes from the March 24, 2018 Water/Wastewater Workshop and April 10, 2018 Regular meeting.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager  
Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**POLICY EXPLANATION:**

Section 551.021 of the Government Code provides as follows:

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

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the March 24, 2018 Water/Wastewater Workshop and April 10, 2018 Regular meeting.

**ATTACHMENTS:**

- March 24, 2018, DRAFT Water/Wastewater Workshop Minutes.
- April 10, 2018, DRAFT Regular Meeting Minutes.

**MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP  
MARCH 24, 2018**

The Bastrop City Council met on Saturday, March 24, 2018, at 8:30 a.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Schiff, and Council Members Ennis and Nelson. Officers present were: City Manager Lynda Humble and City Secretary Ann Franklin. Staff present: Managing Director of Public Works & Leisure Services, Trey Job; Assistant Director of Public Works, Curtis Hancock; and Chief Financial Officer, Tracy Waldron.

**CALL TO ORDER**

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 8:30 a.m. Council Member Peterson was absent.

Council Member Jones arrived to the meeting at 9:39 a.m.

**WORK SESSION****Session 1 – Water****Overview of Water Resources**

Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job.

**HDR – Water Treatment Options**

Presentation was made by Greg Pierson, Wastewater Project Manager and Stan Williams, Senior Vice President, HDR.

**Staff Overview of Potential Rate Increases**

Presentation was made by City Manager, Lynda Humble.

**Break – 10:00 a.m. – 10:16 a.m.****Session 2 – Wastewater****Staff Overview**

Presentation was made by Assistant Director of Public Works, Curtis Hancock.

**HDR Presentation – Evaluation of Wastewater Treatment Options**

Presentation was made by John Marler, Project Manager, HDR.

**Packaged Plant vs. Wastewater Treatment/Treatment**

Presentation was made by City Manager, Lynda Humble.

**Break 12:12 p.m. – 12:20 p.m.****Lunch – Working lunch****Session 3 – Aqua/Wholesale Water**

Presentation was made by City Manager, Lynda Humble.

Council gave a consensus to a partnership between the City of Bastrop and Aqua Water Supply Corporation.

City Manager, Lynda Humble stated that between now and adoption of the budget the agreement will be worked out.

#### **Session 4 – What are the next steps?**

##### **Finalize design decisions**

##### **What are the next steps?**

Presentation was made by City Manager, Lynda Humble.

Satisfy Goal 2.2 of the Comprehensive Plan. - Goal 2.2 Ensure long-term water system capacity and water quality for existing customers, while accommodating incremental growth and development.

A consensus was publicly acknowledged by Council that a plan has been prepared to meet Goal 2.2 of the Comprehensive Plan.

Alternate B One centralized location on West Side – 30 Year Life.

A consensus was acknowledged by Council that Alternate B is the best choice.

#### **ALTERNATE B**

##### **“Finalize Wastewater Treatment Decision”**

Phase 1 -	\$24,984,000 (2018)
Phase 2 -	-0-
Phase 3 -	\$21,535,000 (2035)
Total Capital Costs -	\$46,516,000
Total O&M -	\$24,287,000 (2018-2048)
Total Capital and O&M (4% PV) -	\$59,900,000
Required Permits –	1
Redundancy –	Yes
Peak –	4.0Q

City Manager summarized steps needing to take place in the near future: To build a centralized activated sludge wastewater treatment plant on 26 acres. This will allow for one (1) wastewater treatment permit rather than two (2), this will be done under rule 217 that allows a more stringent outflow. This also assumes that a wholesale wastewater module contract will be approved. A wholesale wastewater rate classification must be established to make the wholesale wastewater model contract work.

##### **• Timeline 2018**

- Complete purchase of 3,000 acre feet of water in XS Ranch
- Bid water tower at SH 20
- Complete 16” water line across the River
- Council approve a Qualified Engineers List
- Design Water Treatment Plant
- Design Wastewater Treatment Plant
- Design Water Distribution Lines from XS Ranch to Willow
- Complete Emergency Connections with Aqua & WCID
- Execute Wholesale Water
- Adopt Wholesale WW Contract & Rate

##### **• Timeline 2019**

- Complete Design of Water Treatment Plant and Treatment Source
- Complete Design of Wastewater Treatment Plant
- Update Rate Study for Water & Wastewater
- Design Distribution Lines to Wastewater Treatment Plant
- Complete Tower at SH 20

- Acquire Rights-of Way for Water Distribution Lines
- Start Permitting Process for 2<sup>nd</sup> well at XS Ranch
- Address Rate Policy Issues
- Update Water & Wastewater Impact Fees
- Timeline 2020
  - Start construction of a water treatment plant
  - Start construction of a wastewater treatment plant
  - Start construction of a water distribution line to connect the centralized water plant to Willow
  - Start construction of a wastewater distribution line to get wastewater from zone one (1) and two (2) to plant three (3)
  - Operationally – develop a process to transition the new water treatment plant on line and take the old one off.
- Timeline 2021
  - Complete water treatment plant
  - Complete wastewater treatment plant
  - Complete construction of water distribution line

**ADJOURNMENT**

**Mayor Connie Schroeder adjourned the Bastrop City Council meeting at 2:13 p.m. without objection.**

APPROVED:

ATTEST:

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

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

**MINUTES OF REGULAR COUNCIL MEETING  
BASTROP CITY COUNCIL  
April 10, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, April 10, 2018, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Schiff and Council Members Ennis, Nelson and Peterson. Officers present were City Manager Lynda Humble, Deputy City Secretary Traci Chavez and City Attorney Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Sinclair, Dovie and Olivia Guerra, the children of Bastrop's Chief Story Teller Colin Guerra, led the Pledge of Allegiance.

**INVOCATION**

Reverend Steve Newman gave the invocation.

**Council Member Jones arrived at 6:40 p.m.**

**PRESENTATIONS**

- 4A. A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as Fair Housing Month.  
**The proclamation was read into record by Mayor Schroeder.  
Executive Director for the Bastrop Housing Authority, Ms. Brandy Spencer, received the proclamation.**
- 4B. A proclamation of the City Council of the City of Bastrop, Texas recognizing April 8<sup>th</sup>-14<sup>th</sup>, 2018 as National Public Safety Telecommunicators Week for the City of Bastrop.  
**The proclamation was read into record by Mayor Schroeder.  
Bastrop County Telecommunicators, Dawn Adams and Desirae' Walters-Breare, received the proclamation.**
- 4C. A proclamation of the City Council of the City of Bastrop, Texas recognizing April 18, 2018 as National Lineman Appreciation Day.  
**The proclamation was read into record by Mayor Schroeder.  
Bastrop Power & Light employees Tim Goetz, Bubba Townsend, Jimmie Shumake, Jeff Bartsch, James Holder, Lucas Hernandez, Gunnar Schwartz and Cheryl Renfro received the proclamation.**
- 4D. Receive presentation on availability of electricity in Downtown Bastrop.  
**Presentation was made by Director of Public Works, Utilities and Leisure Services, Trey Job.**

## 4E. Mayor's Report

**ACTIVITIES OF MAYOR SCHROEDER PLANNED EVENTS**

- March 29
  - Guest Speaker for FCI National Women's History Month
  - Ribbon Cutting – Supreme Lending
- March 30
  - Good Friday (City Offices Closed)
- April 1
  - Easter Sunrise Service (Bastrop State Park)
- April 3
  - Ribbon Cutting – RC's Playhouse
- April 4
  - Monthly Chamber Luncheon
  - BAIPP Meeting
- April 5
  - Farm Street Opry
- April 6
  - First Friday Art Walk
- April 10
  - Bastrop City Council Meeting

**UPCOMING EVENTS & CITY MEETINGS**

- April 11
  - Welcome Texas Electric Power Conference (3 days in Bastrop)
- April 12-14
  - Cultivating Strong Towns Conference (San Marcos)
- April 15
  - Annual Lost Pines Art Center Gala
- April 16
  - BEDC Monthly
- April 19
  - Mid-Year Budget City Council Work Session

## 4F. Councilmembers' Report

**Mayor Pro Tem Schiff**

- **The Bastrop Public Library held its annual book and plant sale. This raised \$13,000.00. Mayor Pro Tem Schiff thanked the Friends of the Library and all the people who made this great event possible.**

**Council Member Nelson**

- **A public meeting was held for citizens to ask questions or make comments regarding the proposed Bastrop Wheeled Sports Plaza. He informed the Council that they had a good turnout and it was very interactive.**

**Council Member Ennis**

- **Recognized Mr. Paul Alexander who was born in Cedar Creek Texas. He attended Bastrop schools and served three tours of duty in Vietnam. He also served as a police officer in Bastrop. He passed away last month but is one of the many folks that helped make Bastrop a place we know and love.**

**Council Member Jones**

- **Attended a Planning & Zoning Workshop and would like to give a shout out to the Planning & Zoning Commission and Debbie Moore who is an excellent chair.**

**WORK SESSION/BRIEFINGS**

- 5A. Receive presentation on the "Service Agreement for Water Customers". **Managing Director Trey Job addressed the Council and presented a power point regarding a service agreement form with respect to back flow prevention.**
- 5B. Receive presentation from Tim Sanders with BEFCO Engineering about the updated cost estimate to include bank stabilization between 104 and 106 Bush Cove. **Mr. Sanders addressed the Council and gave an overview and proposed 3 phase solution of the Bush Cove/Riverside Drive drainage issues. Council and Mr. Sanders had discussion. Ms. Glenda Dayton addressed the Council. Ms. Dayton stated that when in the process of building her home she obtained all necessary permits and inspections per the City and does not feel like the responses she is getting from the City are satisfactory. Mr. Harley Davenport addressed the Council. He feels that the drainage pipe is a primary source of erosion and needs to be addressed by the City. He would like to see future conversations about this problem. Mayor Schroeder addressed Council and stated that City Manager Humble is looking for some direction on this matter and asked the Council for comments. Mayor Pro Tem Schiff addressed BEFCO and requested that they look at encapsulating the existing drain line so that it would stay in place (i.e. concrete it in place) perhaps a concrete shaft. Council member Peterson suggested possibly using boulders to stabilize the area similar to the train trusses. Council Member Jones asked BEFCO about just going straight to phase III. Discussion continued. City Manager Humble informed the Council that there is no money for this project. HALFF Associates identified 20.2 million dollars' worth of drainage problems. Since that report there have been 7-8 additional projects added to it. Ms. Humble would like to add the additional projects to the CIP Plan and let them all be scored. Council Member Jones agreed with City Manager Humble.**

**At 8:08 p.m. Mayor Schroeder called for a 5-minute break. Mayor Schroeder called meeting to order at 8:14 p.m.**

- 5C. Discuss changes to the HOT Grant Process to better align with the purpose and values established with HOT Funding through the establishment of Visit Bastrop. **City Manager Humble addressed the Council to provide background on item. Ms. Humble would like direction from the Council as this will impact the budget. Mayor Schroeder recognized Herb Goldsmith who addressed the Council. Mayor Schroeder recognized Connor McAnally who addressed the Council. Mayor Schroeder recognized Bonnie Coffey who addressed the Council. CFO Waldron stated the next step was to bring a policy to Council.**
- 5D. Discuss the Proposed Ethics Ordinance and receive public comment. **City Attorney Alan Bojorquez made a presentation of Draft C to the Ethics Ordinance. Mayor Schroeder recognized Mr. Glenn Johnson, Ms. Linda Curtis and Mr. Connor McAnally who addressed the Council.**

- 5E. Discuss painting the trees as a part of the Bastrop story on the TxDOT Tahitian Overpass to make them more visible.  
**Mayor Pro Tem Schiff presented this item to Council. City Manager Humble requested that Mr. Trey Job provide additional information on this item. Mayor Schroeder recognized Ms. Deborah Johnson who requested to speak.**

### STAFF AND BOARD REPORTS

- 6A. Receive a Presentation from Melissa Middlebrooks, President, Keep Bastrop County Beautiful (KBCB), about the "Adopt a Street Program."  
**Ms. Middlebrooks presented to the Council.**
- 6B. Receive an update regarding the closure of the pool at Bastrop State Park for repairs beginning on April 2, 2018.  
**Mr. Trey Job provided update to the Council.**

### CITIZEN COMMENTS

Connor McAnally addressed the Council regarding the Vandiver settlement. He requested answers as to whether the City had made any payments under the settlement and if the Vandiver's had upheld their end of the agreement. Mr. McAnally asked that those answers be brought back to the citizens at a later meeting.

### CONSENT AGENDA

**A motion was made by Mayor Pro Tem Schiff to approve Item 8A listed on the Consent Agenda after being read into the record by Mayor Schroeder. Seconded by Council Member Ennis, after correction of Patricia Rendulic's name, motion was approved on a 5-0 vote.**

- 8A. Consider action to approve City Council minutes from the March 22, 2018 Joint Council and Bastrop Economic Development Corporation meeting and March 27, 2018 regular meeting.

### ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2018-23 of the City Council of the City of Bastrop, Texas adopting the Community Support Funding Calendar for the Fiscal Year 2019, as shown in Exhibit A; repealing all resolutions in conflict; and providing an effective date.  
**Chief Financial Officer, Tracy Waldron, presented this item to Council.**

**A motion was made by Council Member Nelson to approve Resolution No. R-2018-23, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 9B. Hold Public Hearing and consider action to approve Resolution R-2018-22 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1800 Walnut Street within the city limits of Bastrop, Texas; and establishing an effective date.  
**City Planner Allison Land, presented item to Council.**



**A motion was made by Council Member Ennis to approve Resolution R-2018-22, seconded by Council Member Nelson, motion was approved on a 5-0 vote.**

- 9C. Consider action to approve Resolution No. R-2018-24 of the City Council of the City of Bastrop, Texas approving a Settlement and Release Agreement regarding *Crump, et al. v. Lost Pines Groundwater Conservation District, et al.*, Cause No. 194-21, 21st Judicial District, Bastrop County, Texas; *Crump, et al. v. Lost Pines Groundwater Conservation District*, Cause No. 232-21, 21st Judicial District, Bastrop County, Texas; and *McCall Ranch, L.P., et al. v. Lost Pines Groundwater Conservation District and City of Bastrop*, Cause No. 423-4980, 423rd Judicial District, Bastrop County, Texas, attached as Exhibit A; delegating certain actions related thereto; authorizing the City Manager to execute all necessary documentation; providing for severability; and establishing an effective date. **Attorney Art Rodriquez, on behalf of Attorney George Hyde, presented item to Council.**

**A motion was made by Mayor Pro Tem Schiff to approve Resolution R-2018-24, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 9D. Hold a Public Hearing and consider action to approve Ordinance 2018-03 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 14 titled "Zoning," Article 14.03 titled "Historic Landmark Preservation"; and adding Appendix A titled "Fee Schedule," Section A14.01.003 titled "Fees for Historic Landmark Preservation," as attached in Exhibit A; providing for a penalty for the violation of this ordinance; providing a repealing clause; providing a severability clause; and providing an effective date and move to include on the April 22, 2018 agenda for a second reading. **Assistant Planning Director, Jennifer Bills, presented item to Council. Mr. Dan Hayes-Clark addressed the Council on this item.**

**A motion was made by Mayor Pro Tem Schiff to approve the first reading of Ordinance 2018-03 and place on April 24, 2018 agenda for second reading, seconded by Council Member Nelson, motion was approved on a 3-0 vote. Council Members Ennis and Jones recused themselves.**

## **EXECUTIVE SESSION**

**The City Council met at 10:50 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 10A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.

**The Bastrop City Council reconvened at 11:04 p.m. into open (public) session.**

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

**A motion was made by Council Member Nelson to authorize the City Manager to make an Amendment to the January 2015 interlocal agreement as discussed in executive session with the condition of the city attorney approval on final draft, seconded by Council Member Ennis, motion was approved on a 5-0 vote.**

**ADJOURNMENT**

**Adjourned at 11:07 p.m. without objection.**

APPROVED:

ATTEST:

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

\_\_\_\_\_  
Deputy City Secretary Traci Chavez





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 8B

**TITLE:**

Consider action to approve Resolution No. R-2018-30 of the City Council of the City of Bastrop, Texas accepting a right-of-way dedication of five feet for Childers Drive, along the east property line of Bastrop Station Addition, Lot 2, located at 300 West State Highway 71, within the city limits of Bastrop, Texas, as attached in Exhibit A; and establishing an effective date.

**STAFF REPRESENTATIVE:**

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

**BACKGROUND/HISTORY:**

The Transportation Master Plan has identified Childers Drive to be a Collector Level roadway, which is defined as 60 feet wide. The existing right-of-way for Childers Drive is approximately 50 feet wide adjacent to the east side of Lot 2 of Bastrop Station Addition Subdivision. The Subdivision Ordinance requires the dedication of half of the remaining right-of-way required, which is five feet, when development or redevelopment occurs.

The Site Development Plan for the building that will house Denny's and Burger King was approved on July 24, 2017, with the requirement that the right-of-way dedication documents must be executed prior to the issuance of a Certificate of Occupancy. The construction of the Denny's/Burger King building is complete and the dedication document (Exhibit A) must be recorded before the final Certificate of Occupancy can be issued.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-30 of the City Council of the City of Bastrop, Texas accepting a right-of-way dedication of five feet for Childers Drive, along the east property line of Bastrop Station Addition, Lot 2, Located at 300 West State Highway 71, within the city limits of Bastrop, Texas, as attached in Exhibit A; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Exhibit A

**RESOLUTION NO. R-2018-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A RIGHT-OF-WAY DEDICATION OF FIVE FEET FOR CHILDERS DRIVE, ALONG THE EAST PROPERTY LINE OF BASTROP STATION ADDITION, LOT 2, LOCATED AT 300 WEST STATE HIGHWAY 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS AS ATTACHED IN EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City has adopted the Transportation Master Plan on February 28, 2017;  
and

**WHEREAS**, the Transportation Master Plan requires Childers Drive to be a Collector Level roadway with a 60-foot right-of-way width; and

**WHEREAS**, the existing right-of-way for Childers Drive is 50 feet, and five feet is required from the adjacent properties on each side at the time of development or redevelopment; and

**WHEREAS**, Live Oak BK L.L.C., wishes to participate in the project to further the development of area and the construction of the commercial development at 300 West State Highway 71 by dedicating the right-of-way needed for the additional roadway width adjacent to the property.

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

**Section 1:** The recitals set forth in this Resolution are true and correct and are incorporated herein for all purposes.

**Section 2:** This resolution is duly adopted by the City Council of the City of Bastrop at a public meeting held in conformity with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

**Section 3:** The City Council authorizes the Mayor or her designee to execute the General Warranty Deed and authorizes acceptance of the resulting General Warranty Deed Dedicating Property as Public Right-of-Way from the property owner, in a substantial form as that attached hereto as Exhibit A, dedicating such property as public right-of-way under the terms and conditions as set forth therein.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 24<sup>th</sup> day of April, 2018.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**RIGHT-OF-WAY DEDICATION DEED**

STATE OF TEXAS           §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BASTROP   §

That LIVE OAK BK LLC ("Grantor"), a Texas corporation, whose address is 17171 PARK ROW DRIVE, HOUSTON, HARRIS County, Texas, 7 7084, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF BASTROP, TEXAS**, ("Grantee"), a Texas home rule municipality whose mailing address is P. O. Box 427 Bastrop, Bastrop County, Texas, 78602, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as for public use an easement and right-of-way in, upon, across and under the real property (the "Property") described on Exhibit "A" identified on the map attached as Exhibit B attached hereto, and incorporated herein, for the construction, reconstruction, operation and maintenance of public streets and public utilities, and for making connections thereto, and together with all necessary appurtenances thereto, including, but not limited to, the road improvements, traffic control devices, signs and similar facilities, sidewalks, and ground-level and below-ground public utilities and facilities, or any other public purpose authorized by Local Government Code § 273.001 and deemed necessary, together with the right and privilege at any and all times to enter the Property or any part thereof, as is necessary for the proper use of any right granted herein.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this 6TH day of APRIL, 2018.

*Grantee:*  
**CITY OF BASTROP**  
By \_\_\_\_\_  
Connie Schroeder  
Mayor \_\_\_\_\_

*Grantor:*  
**(NAME OF PROPERTY OWNER)**  
By \_\_\_\_\_  
Name: FAZIL MALIK  
Title: PRESIDENT

ACKNOWLEDGMENT FOR CORPORATIONS, PARTNERSHIPS, ASSOCIATIONS, ETC.

STATE OF TEXAS §

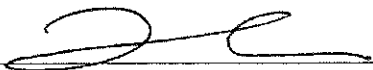
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 6<sup>TH</sup> day of APR 2018, by  
FAZIL MAWK, PRESIDENT  
(name) (title)

of LIVE OAK BK LLC on behalf of  
(name of corporation, partnership, association, etc.)

\_\_\_\_\_  
(corporation, partnership, association, etc.)



  
\_\_\_\_\_  
Notary Public in and for the  
State of TEXAS

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

The City of Bastrop a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on \_\_\_\_\_, 2018 vote to authorize the acceptance of this dedication of the Property as a public right of way.

\_\_\_\_\_  
Connie Schroeder, Mayor

Attest:

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

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me on \_\_\_\_\_, 2018 by  
Connie Schroeder, in her capacity as Mayor of the City of Bastrop.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas



Attachments:

Exhibit A: Description of the Property

Exhibit B: Map of area identifying Property

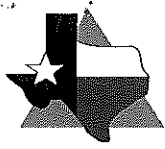
*After recording, return to:*

Bojorquez Law Firm, PC

Attn: Alan Bojorquez

12325 Hymeadow Dr. Ste. 2-100

Austin TX 78750



# TRI-TECH SURVEYING CO., L.P.

## METES AND BOUNDS DESCRIPTION OF A PROPOSED 5' WIDE, 1053 SQ. FT. RIGHT OF WAY DEDICATION, PART OF LOT 2, BASTROP STATION ADDITION, A SUBDIVISION OF RECOD IN CABINET 5, PAGE 164-A, PLAT RECORDS, BASTROP COUNTY, TEXAS.

Being a proposed 5' wide 1053 sq. ft. Right-of-Way dedication, part of Lot 2, Bastrop Station Addition, a Subdivision, recorded in Cabinet 5, Page 164-A, Plat Records of Bastrop County, Texas. Said 1053 sq. ft. of land being more particularly described as follows, to wit:

**Beginning** at a 1/2" iron rod found for the Northeast corner of said Lot 2, same rod being at the intersection of Highway 71 Frontage Road (300' R.O.W.) and Childers Drive (50' R.O.W.), same point being the Northeast corner of hereon described tract;

**Thence** S20° 00'05"W, with the East line of said Lot 2 and the West right-of-way line of said Childers Drive, a distance of 151.35 feet to a 1/2" iron rod with "Tri-Tech" cap set for an angle corner of Lot 2 and angle corner of hereon described tract;

**Thence** S01° 14'57"W continuing with the said East Boundary line of said Lot 2, and the West right-of-way of said Childers Drive, a distance of 58.59 feet to a 1/2" iron rod with "Tri-Tech" cap set in the West right-of-way of Childers Drive, same point being the Northeast Corner of Lot 1, the Southeast corner of Lot 2 and the Southeast corner of hereon described tract;

**Thence** S89° 48'39"W with the Common boundary line of said Lot 1 and Lot 2, a distance of 5.00 feet to an "X" marked in concrete in the common boundary line of said lots, and being the Southwest Corner of hereon described tract;

**Thence** through and across Lot 2, parallel with the East boundary line of same the following Two (2) calls;

1. N01° 14'57"E, 59.54 feet to a 1/2" iron rod found with cap "Cunningham";
2. N20° 00'05"E, 151.60 feet to a 1/2" iron rod with "Tri-Tech" cap set in the North Boundary line of said Lot 2 and the curving South right-of-way of said Highway 71 Frontage Road, having a Radius of 5258.71 feet;

**Thence** with the said curving right-of-way and the North boundary line of said Lot 2, a distance of 5.03 feet along a curve to the left, same curve having a chord bearing and distance S76° 29'54"E, 5.03 feet to the point of beginning and containing 1053 sq. ft. of land to be dedicated for right-of-way.

- A.) This field note description is produced in conjunction with an exhibit of same date.
- B.) This field note description is valid for this transaction only.
- C.) Basis of Bearings: Texas State Plane Coordinate System, Texas South Central Zone, NAD 83.

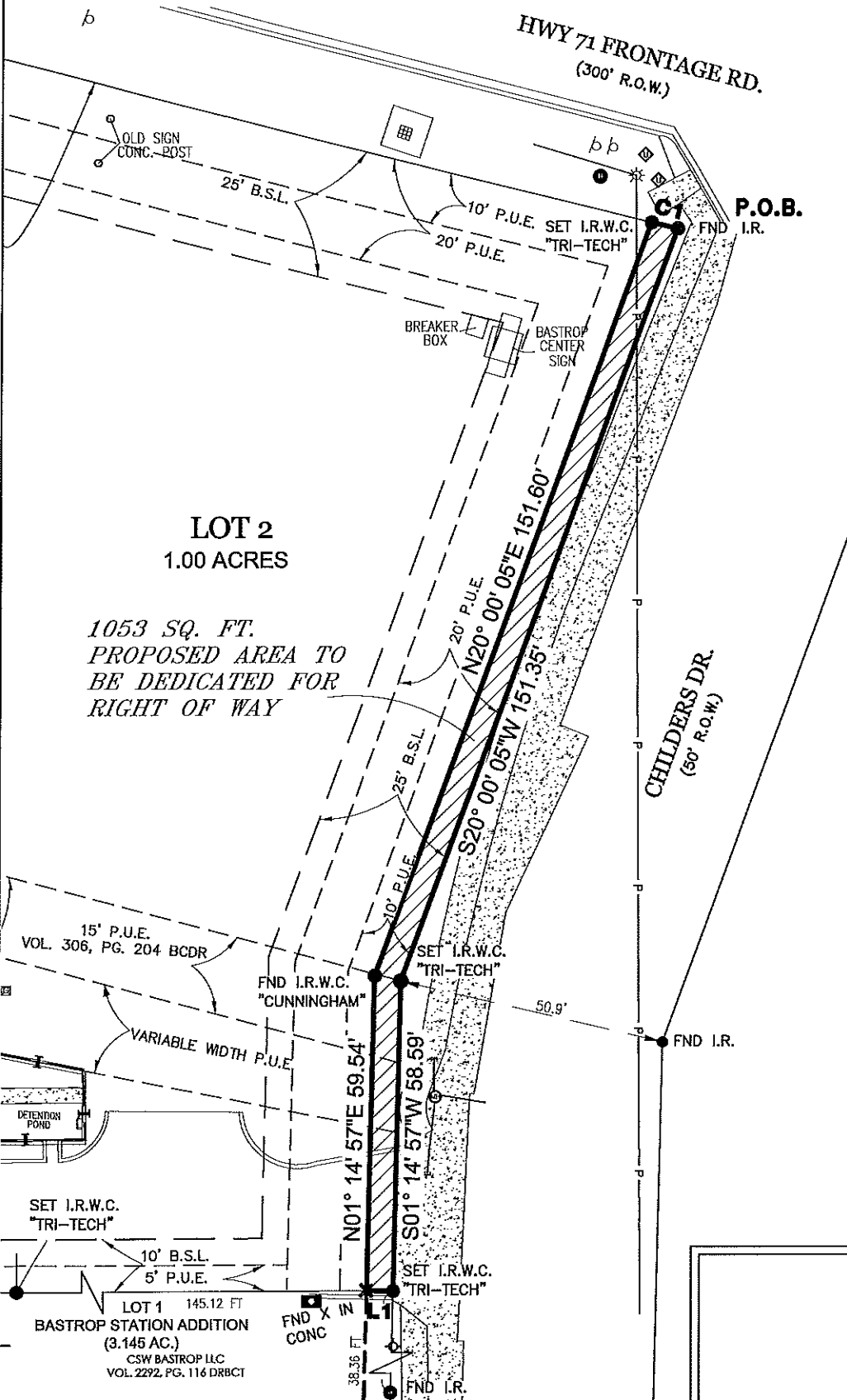
Kelly Kilber, R.P.L.S. No. 2219  
Date: 01/24/2017  
Job No.: SMS-549-16



1-24-17

"EXHIBIT A" SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1"=30'



**LOT 2**  
1.00 ACRES

1053 SQ. FT.  
PROPOSED AREA TO  
BE DEDICATED FOR  
RIGHT OF WAY

L1  
S89° 48' 39"W 5.00'

C1  
L=5.03'  
R=5258.71'  
CH=S76°29'54"E  
CL=5.03'

PROPOSED AREA TO BE DEDICATED  
FOR RIGHT OF WAY  
1053 SQUARE FEET OF LAND  
PART OF LOT 2, BASTROP STATION  
ADDITION, A SUBDIVISION  
RECORDED IN CABINET 5, PAGE  
164-A, PLAT RECORDS, BASTROP  
COUNTY, TEXAS



**TRI-TECH**  
SURVEYING CO., L.P.

WWW.SURVEYINGCOMPANY.COM  
100 E. San Antonio St. Ste. 100 Phone: (512) 440-0222  
San Marcos, Texas 78666 Fax: (512) 440-0224

Firm Reg. Number 10193729

**LEGEND**

- \* CITY ORDINANCES
- \*\* RESTRICTIVE COVENANTS
- \*\*\* BUILDER GUIDELINES
- WIRE FENCE — X —
- CHAIN LINK FENCE — O —
- IRON FENCE — I —
- WOOD FENCE — // —
- BUILDING LINE — — — — —
- ESMT LINE — — — — —
- OVERHEAD UTILITIES — OHU —
- BL = BUILDING LINE
- MH = MANHOLE
- FNC = FENCE
- FND = FOUND
- I.R. = IRON ROD
- I.P. = IRON PIPE
- PUE = PUBLIC UTILITY ESMT.

BASIS OF BEARINGS:  
BEARINGS ARE BASED ON  
STATE PLANE CENTRAL ZONE  
NAD 83

FIELD DATE: 10-12-16  
DRAWN BY: FJA  
TT JOB NO.: SMS-549-16

**SURVEYOR REGISTRATION**

THIS SURVEY IS VALID FOR THIS TRANSACTION ONLY.  
THIS SURVEY IS INVALID WITHOUT THE ORIGINAL EMBOSSED SURVEYORS SEAL AND SIGNATURE.  
© 2017 TRI-TECH SURVEYING COMPANY, L.P.



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 8C

**TITLE:**

Consider action to approve Resolution No. R-2018-29 of the City Council of the City of Bastrop, Texas approving the authorization and recordation of a Release of Judgement in the matter of Warren v. Clampit, Cause No. 18,852, as attached in Exhibit A; and establishing an effective date.

**STAFF REPRESENTATIVE:**

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

**BACKGROUND/HISTORY:**

The City of Bastrop was named as a third party/intervenor in the suit Warren v. Clampit regarding a disagreement on the right-of-way alignment for Pecan Street, north of Mesquite Street. The City entered into a "Full and Complete Mutual Release Agreement" on July 10, 1990 in the settlement of all claims in the suit.

The gravel street that was present in 1990 for Pecan Street did not fall within the right-of-way boundaries between the two property owners. The owners wanted the City to pave Pecan Street, but disputed who should give up property to correct the alignment of the right-of-way. The mutual release agreement stated that the City would pave the street once the property owners corrected the right-of-way. The property owners settled their dispute and the City paved Pecan Street. This release clears the judgement from the title records for both properties.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-29 of the City Council of the City of Bastrop, Texas approving the authorization and recordation of a Release of Judgement in the matter of Warren v. Clampit, Cause No. 18,852, as attached in Exhibit A; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Exhibit A

**RESOLUTION NO. R-2018-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS  
APPROVING THE AUTORIZATION AND RECORDATION OF A RELEASE OF  
JUDGEMENT IN THE MATTER OF WARREN V. CLAMPIT, CAUSE NO. 18,852.  
AS ATTACHED IN EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop was a third party and/or intervenor in this suit and, as a party, entered into a "Full and Complete Mutual Release Agreement" on July 10, 1990 in settlement of all claims in this suit; and

**WHEREAS**, judgment was entered pursuant to the Agreement; and

**WHEREAS**, in accordance with the Agreement, upon receipt from third party plaintiff Berniece Irby of a quitclaim deed for acreage by Poplar Street, the City of Bastrop agreed to construct a paved public street adjacent to the property within eighteen months of approval of the Agreement by the parties; and

**WHEREAS**, the City of Bastrop received the deed, and constructed and completed the public street in fulfillment of its obligations under the Agreement.

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

**Section 1:** The recitals set forth in this Resolution are true and correct and are incorporated herein for all purposes.

**Section 2:** This resolution is duly adopted by the City Council of the City of Bastrop at a public meeting held in conformity with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

**Section 3:** The City Council authorizes the Mayor or her designee to execute the release of judgement and authorizes the recordation of the document, in a substantial form as that attached hereto as Exhibit A.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 24<sup>th</sup> day of April, 2018.

APPROVED:

---

Connie B. Schroeder, Mayor

ATTEST:

---

Ann Franklin, City Secretary

APPROVED AS TO FORM:

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Alan Bojorquez, City Attorney

**CAUSE NO. 18,852**

**PATRICIA H. WARREN**

§  
§  
§  
§  
§

**IN THE**

**VS.**

**21st JUDICIAL DISTRICT COURT**

**PAM CLAMPIT, ET. AL.**

**BASTROP COUNTY TEXAS**

**RELEASE OF JUDGMENT**

WHEREAS, the City of Bastrop was a third party and/or intervenor in this suit and, as a party, entered into a "Full and Complete Mutual Release Agreement" on July 10, 1990 in settlement of all claims in this suit; and

WHEREAS, judgment was entered pursuant to the Agreement; and

WHEREAS, in accordance with the Agreement, upon receipt from third party plaintiff Berniece Irby of a quitclaim deed for acreage by Poplar Street, the City of Bastrop agreed to construct a paved public street adjacent to the property within eighteen months of approval of the Agreement by the parties; and

WHEREAS, the City of Bastrop received the deed, and constructed and completed the public street in fulfillment of its obligations under the Agreement.

NOW THEREFORE, the City of Bastrop, hereby acknowledge receipt of the quitclaim deed and, in turn, its completion of the construction of the public street, and do hereby release unto the Plaintiff, his/her heirs and assigns, any and all liens, theretofore existing by reason of such Judgment upon; any property of the said Plaintiff, whatsoever.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Connie B. Schroeder, Mayor  
City of Bastrop

BEFORE ME, the undersigned notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name was subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and official seal.

\_\_\_\_\_  
Notary Public



# STAFF REPORT

**MEETING DATE:** April 24th, 2018

**AGENDA ITEM:** 9A

**TITLE:**

Consider action to approve the creation of a Cultural Arts Master Plan Task Force to coordinate with GO Collaborative during the development of the Cultural Arts Master Plan.

**STAFF REPRESENTATIVE:**

Sarah O'Brien, Hospitality & Downtown Department Director

**BACKGROUND/HISTORY:**

Bastrop Art in Public Places appointed a Cultural Arts Master Plan committee at their March 7<sup>th</sup> meeting. Originally the committee was tasked with reviewing the Cultural Arts Master Plan proposals and recommending a firm. As the planning process for the plan gets underway, GO Collaborative has requested that a Task Force be created for the duration of the project, which is expected to be completed in November of 2018. A Task Force of this nature should be made up of community representatives from the diverse range of arts professions and organizations working within the community, since these professions and organizations were identified and represented on the original committee, staff and Bastrop Arts in Public Places believes these individuals and the organizations they represent should continue to serve throughout the process.

The main charge of the Task Force will be to oversee the overall planning process and to assist with providing feedback and ideas as the various planning processes are mapped out. Specific community related planning processes will include: stakeholder interviews, focus groups, community meetings, and online data collection. In addition, the Task Force will oversee consultant and city staff communication strategies to ensure that the modes of outreach and the communication message content are well targeted and sufficient for reaching City of Bastrop residents at large.

It is expected that the Task Force will meet monthly for the life of the project. The consultant, GO collaborative will provide monthly summary updates either in person or by phone as appropriate.

To ensure the projects adheres to the timeline, staff is recommending that each organization or cultural arts group be represented by their current committee member, or a replacement be recommended to fill their place and approved by the Bastrop Art in Public Places commission.

- BAIPP, Ed Skarnulis
- Bastrop Opera House, Terry Moore
- Film, Debbie Moore
- Music, Brenda Bush
- Bastrop County Historical Society, Dan Hays-Clark
- Lost Pines Art Center, Mark Rose
- Parks Board, Barbara Wolanksi
- Arts at Large, Karen Sterling



- City Staff, Sarah O'Brien & Colin Guerra

Visit Bastrop and BISD are in the process of submitting a new representative due to time constraints.

**POLICY EXPLANATION:**

Bastrop was designated by the Texas Commission on the Arts as a Cultural Arts District in 2012. Since that time, Bastrop, through the Bastrop Art in Public Places (BAIPP), has been instrumental in creating a public art scene that has been mimicked across the country. The City of Bastrop collects approximately \$2,880,000 annually in hotel occupancy tax and has dedicated \$455,000 to BAIPP over the last six (6) years.

Bastrop Comprehensive Plan 2036, adopted November 22, 2016, established the need to create a long-term strategy for placement of visual and performing arts assets as Goal 8.4. Two (2) supporting objectives were established to ensure Goal 8.4 was achieved: • Objective 8.4.1 states “develop a Bastrop Art in Public Places Master Plan for the community.” City of Bastrop, TX RFP for Cultural Arts Master Plan Page 8 • Objective 8.4.2 states “align land-use policy and practices to make certain space is available for arts and tourism.”

The RFP was also identified in the FY 18 Work Plan, and during the joint workshop between City Council and Bastrop Art in Public Places in December 2017.

The GO Collaborative team will be responsible for organizing and implementing the public participation program, asset inventory and mapping, collecting and analyzing accumulated data and historically relevant information, identifying trends and developments, and producing the final report with proposed recommendations. They will work directly with the Task Force and the Bastrop Art in Public Places board.

**FUNDING SOURCE:**

HOT

**RECOMMENDATION:**

Approve creation of task force.

**ATTACHMENTS:**

None



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 9B

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2018-03 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 14 titled "Zoning," Article 14.03 titled "Historic Landmark Preservation"; and adding Appendix A titled "Fee Schedule," Section A14.01.003 titled "Fees for Historic Landmark Preservation," as attached in Exhibit A; providing for a penalty for the violation of this ordinance; providing a repealing clause; providing a severability clause; and providing an effective date.

**STAFF REPRESENTATIVE:**

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

**ACTION FROM FIRST READING:**

At the meeting on April 10, 2018, the first reading was conducted and staff was instructed to bring back changes to the Historic Landmark Preservation Section 14.03.006 Incentives for Historic Landmarks. City Council requested that this section include minimum maintenance standards that will be required in order for Historic Landmark property owners to be eligible to receive the annual refund. The following language has been added:

(a) *Required Maintenance Standards*

To be eligible to receive the annual refund, all buildings and the exterior premise of a historic landmark property shall be properly maintained to achieve a presentable appearance, avoid hazardous conditions, and meet the following minimum standards:

- (1) Roof: The roof shall not have any missing or broken shingles, significant buckling, warping, or peeling of the surface and must be clear of vegetation. There shall be no signs of decay, dry rot or structural integrity issues in the roof structure.
- (2) Exterior walls: The exterior walls shall not have any missing boards, bricks or other materials. No signs of cracks, dry rot or decay should be evident. Except for materials that have been designed to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained to be kept clean and free of flaking, loose, or peeling paint or covering.
- (3) Foundations: The foundation shall not have any significant cracking, shifting, or erosion. For pier and beam foundations, skirting should be in good condition and have no missing sections. The foundation shall be in good condition and not have missing foundation supports or signs of sagging.
- (4) Exterior Doors: Doors shall be maintained to be structurally sound, fit within frames to be weatherproof, and have hardware that is in good condition.

- (5) Windows: Windows shall be fully supplied with window glass, which is glazed and is without cracks or broken panes, shall have sashes in good condition, which fit within the frames, and maintained to exclude adverse weather elements from entering the structure.
- (6) Porches: Every porch shall be maintained to be free of missing, defective, rotting or deteriorated foundations, supports, floors and steps, to be safe to use and kept in sound condition and in good repair.
- (7) Stairways: Stairways shall be maintained free of rotted or deteriorated supports. Handrails and/or railings shall be firmly fastened and maintained in good conditions.
- (8) Accessory Structures: All structures accessory to the dwellings, including detached garages, shall be maintained to be structurally sound, neatly maintained and in good repair.
- (9) Fences and walls: If any fence, retaining wall, or similar structure is not found to be in a good state of structural repair, it shall be removed, replaced or repaired as required.
- (10) Landscaping: All landscaping shall be maintained in a presentable appearance. Any landscaping or vegetation that is causing damage to the structure must be removed.
- (11) Decorative features: Any other decorative elements of the site shall be maintained in good repair with property anchorage and in a safe condition.

If a historic landmark property has been determined by the Historic Preservation Officer, the Building Official, and Code Enforcement Official to be inadequately maintained, the property owner will be notified in writing and given thirty days (30) to correct the deficiencies. If the repairs are not completed and standards are not met, the Incentive will not be paid. An aggrieved property owner may appeal that determination to the City Council.

Additionally, concerns were raised about having a single staff person responsible for determining if a property meets the minimum standards. The section has been changed to have the determination made by the Historic Preservation Officer, the Building Official and Code Enforcement Official. Staff contemplated using a sub-committee from the Historic Landmark Commission, but several Commission members receive Historic Landmark refunds, and will have conflicts of interest. The three staff positions will have knowledge regarding historic standards, building codes and property maintenance codes with which to make determinations on levels of compliance.

#### **BACKGROUND/HISTORY:**

The Historic Landmark Commission was created in 1998 to prioritize the protection, enhancement, and perpetuation of sites, landmarks or districts of historical and cultural importance and significance, which is necessary to promote the economic, cultural, educational, and general welfare of the public.

The Historic Landmark Preservation Ordinance is within Chapter 14 – Zoning of the Bastrop Code of Ordinances. The last major update to this section was adopted on October 23, 2007. Work was done in 2009-10 to update the ordinance in order to give the Historic Landmark Commission and City Council the ability to establish historic overlay districts and bring the ordinance up to Certified Local Government standards. The draft amendment went to City Council but was not approved. Since that draft was completed, the City has adopted the Form-Based Code, which contains standards that address some of the concerns of the 2009-10 draft ordinance.

The Texas Historical Commission manages the Certified Local Government (CLG) program. It is a local, state and federal government partnership for historic preservation. As a CLG city, Bastrop would be eligible to apply for grant funds to complete historic surveys and draft historic design guidelines. To qualify for CLG status the local government must:

1. Enforce state or local legislation that protects historic properties
2. Establish a qualified review commission composed of professional and lay members
3. Maintain a system for surveying and inventorying historic properties
4. Provide for public participation in the historic preservation process, including recommending properties to the National Register of Historic Places.

The HLC reviewed recommendations from the CLG Program Manager. Using the recommendations and the 2009 draft as a starting point, the Commission began work in January 2018 to revise the ordinance.

Below is a summary of the main changes being proposed (from the currently adopted code):

#### Section 14.03.001: General

- Updated definitions.
- Historic Landmark Commission
  - Added some flexibility if members with exact criteria are not available.
  - Updated commission responsibilities.
  - Historic Preservation Officer moved to a staff position.

#### Section 14.03.002 – Categories of Preservation

- Categories for categories.
  - Removed Significant designation (process to convert To Historic Landmarks in section 14.0.002(g))
  - Historic Landmarks
  - Created a process for designating Historic Districts
- Process for designation of Historic Landmarks
  - Change to the process - HLC recommends directly to City Council, does not go through P&Z Commission first.
- Process for removal of Historic Landmarks
  - The original criteria to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.
  - The site or structure has been rendered unreasonably irreparably altered by an Act of God.
  - The required majority for City Council approval for removal of designation shall be two-thirds of the full membership.
- Added process for designation of historic districts.
- Added process for the removal of historic districts.
  - The required majority for City Council approval for removal of designation shall be two-thirds of the full membership.

#### Section 14.03.003 – Certificate of Appropriateness

- Required for any alteration of site, structure or sign (Historic Landmark & historic district)
- Defined exemptions

- Application Procedure
  - Added reference to fee schedule
  - Added Administrative Approval
  - Revised application timelines
  - Appeal process
  - Clarified expiration

Section 14.03.004 – COA for Demolition or Relocation

- Added differentiation for relocation (moving onto or off of a site within a historic district)
- Added application information
- Added criteria for demolition and relocation
- Demolition for unsafe building as deemed by the city moved to exemptions (Section 14.03.003)

Section 14.03.006 – Incentive

- Continue the refund incentive for current and future Historic Landmarks.
- Revised section to clarify refund amount based on annual budget.

**PUBLIC COMMENTS:**

No public comments have been received at the time of this report.

**POLICY EXPLANATION:**

City Council identified Historic Landmark Ordinance Review as one of the priorities for Fiscal Year 2018. This has been further defined in the five-year Organizational Work Plan that was developed by the City Manager.

<h2>8. Uniquely Bastrop</h2>			
<b>Maintain and enhance our historic community feel by leveraging the unique combination of community, cultural and recreational assets that make Bastrop a special place to live and work.</b>			
<b>UB#2: Strengthen local preservation ordinance and obtain Certified Local Government designation.</b>			
Responsible Parties	Planning & Zoning; Hospitality & Downtown	Quarters:	2-4
Comprehensive Plan:	8.3.3	Council Priority:	Uniquely Bastrop
Funding Source:	N/A	Secondary Focus Areas:	Economic Vitality, Manage Growth
<b>UB#12: Apply for funding to develop design guidelines for the Historic District.</b>			
Responsible Parties	Hospitality & Downtown; Planning & Zoning	Quarters:	FY 2019
Comprehensive Plan:	8.3.3	Council Priority:	Uniquely Bastrop
Funding Source:	Grants	Secondary Focus Areas:	Economic Vitality, Organizational Excellence, Fiscal Responsibility

**HISTORIC LANDMARK COMMISSION RECOMMENDATION:**

The Historic Landmark Commission has reviewed the attached draft and recommended approval to the Planning & Zoning Commission.

**PLANNING & ZONING RECOMMENDATION:**

The Planning & Zoning Commission recommended approval of the attached draft by a unanimous vote at their regular meeting on March 29, 2018.

Comments and question from P&Z:

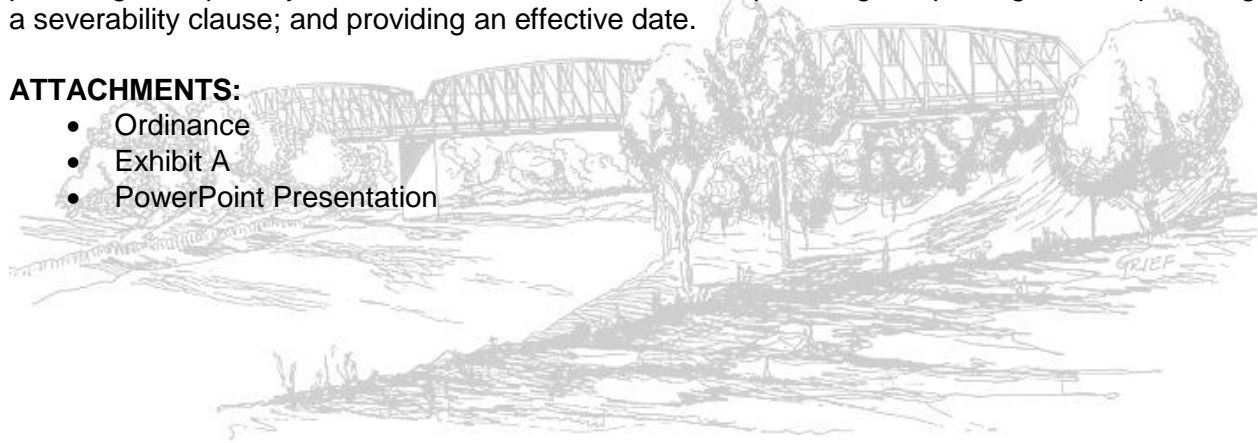
- Do houses destroyed by an Act of God have to be rebuilt with historic standards?
  - No. Infill and rebuilding standards will be in the future Design Standards. They cover general compatibility (size, height, setbacks) with the area not strict building design.
- Do window replacements need Certificates of Appropriateness?
  - Not if they are replaced with the same style of window.
- The incentive should be greater.
  - The refund is more of an acknowledgement of the property and funds to maintain the historic nature.

**RECOMMENDATION:**

Consider action to approve the second reading of Ordinance No. 2018- 03 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 14 titled “Zoning,” Article 14.03 titled “Historic Landmark Preservation”; and adding Appendix A titled “Fee Schedule,” Section A14.01.003 titled “Fees for Historic Landmark Preservation,” as attached in Exhibit A; providing for a penalty for the violation of this ordinance; providing a repealing clause; providing a severability clause; and providing an effective date.

**ATTACHMENTS:**

- Ordinance
- Exhibit A
- PowerPoint Presentation



## ORDINANCE 2018-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 14 TITLED "ZONING," ARTICLE 14.03 TITLED "HISTORIC LANDMARK PRESERVATION"; AND ADDING APPENDIX A TITLED "FEE SCHEDULE," SECTION A14.01.003 TITLED "FEES FOR HISTORIC LANDMARK PRESERVATION"; AS ATTACHED IN EXHIBIT A; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City adopted Ordinance 98-42 creating the Historic Landmark Preservation Ordinance, in recognition of the need and desire to preserve and maintain historic structures within the City; and

**WHEREAS**, Ordinance 98-42 was amended by Ordinance 2003-12 and Ordinance 2007-30 to continue and strengthen historic preservation through creating incentives; and

**WHEREAS**, the City Council finds that the Historic Landmark Preservation Ordinance has been beneficial to the health, safety, and welfare of the public by preserving historic assets within the City; and

**WHEREAS**, the Historic Landmark Commission has evaluated the effectiveness of the Historic Landmark Preservation Ordinance and recommended certain revisions to improve the effectiveness and administration of the ordinance; and

**WHEREAS**, the Historic Landmark Commission reviewed the proposed ordinance and recommended approval at their regular February 22, 2018 meeting; and

**WHEREAS**, notice of the public hearing was placed in the newspaper March 3, 2018, in accordance with the Bastrop Code of Ordinances, Chapter 14; and

**WHEREAS**, the Planning & Zoning Commission reviewed the proposed ordinance, and after a public hearing, recommended approval at their regular March 29, 2018 meeting; and

**WHEREAS**, the City Council finds that the adoption of the ordinance would further enhance the public health, safety, and welfare for the citizens of Bastrop through preservation of historic landmarks and historic districts.

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

**Section 1:** The Code of Ordinances of the City of Bastrop, Texas, is hereby amended by replacing Chapter 14 "Zoning," Article 14.03 "Historic Landmark Preservation" and adding Appendix A "Fee Schedule," Section A14.01.003 "Fees for Historic Landmark Preservation"; as attached in Exhibit A.

**Section 2:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any

provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated, herein.

**Section 3:** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Bastrop Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Bastrop Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**Section 4:** This Ordinance shall take effect upon adoption, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on the First Reading on the 10<sup>th</sup> day of April, 2018.

READ and ADOPTED on the Second Reading on the 24<sup>th</sup> day of April, 2018.

**APPROVED:**

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Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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Alan Bojorquez, City Attorney



## ARTICLE 14.03 - HISTORIC LANDMARK PRESERVATION

**Sec. 14.03.001 - General.**

(a) *Purpose and intent.* The City Council hereby declares that as a matter of public policy the protection, enhancement, and perpetuation of sites, landmarks or districts of historical and cultural importance and significance is necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the city represents the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage. This article is intended to:

- (1) Protect and enhance the landmarks, which represent distinctive elements of the city's historic, architectural, and cultural heritage;
- (2) Foster civic pride in the accomplishments of the past;
- (3) Protect and enhance the city's attractiveness to visitors, thereby supporting and stimulating the economy;
- (4) Insure the harmonious, orderly, and efficient growth and development of the city;
- (5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the city;
- (6) Encourage stabilization, restoration, and improvements of such properties and their values.

(b) *Definitions.* The following definitions shall apply to this article.

*Alteration.* Any change, demolition or modification to a structure or site designated as a Historic Landmark or located in a local historic district including, but not limited to the following:

- (1) Exterior changes to or modification of any buildings or structures, architectural details or visual characteristics
- (2) Construction of new structures
- (3) Disturbance, placement or removal of exterior objects that affect the exterior qualities of the property.

*Architectural Element.* The unique details and component parts that combined, form the architectural style of a structure, building or object.

*Certificate of Appropriateness.* A document evidencing the approval of the Historic Landmark Commission, signed and dated by the Chairperson of the Historic Landmark Commission, for alteration, installation, relocation, excavation, restoration, modification, rehabilitation, change, demolition, construction, removal, or improvement of a Historic Landmark or of a building or property located within a local historic district.

*Construction.* The act of adding an addition to an existing building, structure or object or the erection of a new principal or accessory building, structure or object on any lot, parcel or site.

*Contributing Structure.* A building, structure, property or object within a local historic district which has not been designated a historic landmark under this ordinance, but which adds to the historical integrity or architectural qualities that make the local Historic District significant.

*Demolition:* An act or process which: (1) destroys a lot, parcel or site or building, structure or object in its entirety, (2) destroys a part of a lot, parcel or site or building, structure or object and permanently impairs its structural, historic or architectural integrity, (3) removes the building, structure or object or any part thereof from the original lot, parcel or site without the requisite Certificate of Appropriateness and/or moving permit, or (4) removes architectural elements and features from the exterior of a building, structure or object.

*Design Guidelines:* Architectural and style guidelines adopted by the City that encourage and promote the existing historical features of the City and detail those alterations, installations, relocations, excavations, restorations, modifications, rehabilitations, changes, demolition, construction, removal, or improvement of a Historic Landmark or of a structure or site located within a local historic district that are deemed compatible and appropriate for the area. If local design guidelines have not been adopted, *The Secretary of the Interior's Standards for the Treatment of Historic Properties* shall be used as the design guidelines.

*Historic district:* A geographically defined neighborhood or area that has a significant historical, architectural, or cultural significance to the overall character and identity of the City.

*Historic Landmark:* A site, and/or all structure(s), located *thereon*, that have been designated by the City of Bastrop through criteria established within this Ordinance.

*Inventory:* A list of properties that have been identified and evaluated as meeting specified criteria of significance as a contributing or non-contributing historic structure or site.

*Non-Contributing Structure:* A structure within a designated local historic district that is not considered to be of historical significance or which does not possess significant physical features, historical associations, or historical architectural qualities.

*Ordinary maintenance:* This generally refers to activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) Repair using the same material and design as the original and does not require structural modifications; b) Repainting; c) Reroofing, using the same type; or d) Repair of sidewalks and driveways.

*Overlay zones:* A set of zoning requirements that is described in the ordinance text, is mapped, and is imposed in addition to those of the underlying district. Development within the overlay zone must conform to the requirements of both zones or the more restrictive of the two.

*Preservation:* The stabilization of an historic building, its materials and features in their present condition to prevent future deterioration. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

*Reconstruction:* The act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of property and its setting as it appeared at a particular period of time by means of removal of later work or by the replacement of missing earlier work or by reuse of original materials.

*Rehabilitation:* The act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural, and cultural values.

*Removal:* Permanently moving a structure or feature from its current location.

*Relocation:* Any change of the location of a structure in its present location to another location within the city limits.

*Restoration:* The act or process of accurately recovering the form and details of a building, structure or object or lot, parcel or site and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacements of missing earlier work.

*Sign:* Any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. The foregoing enumeration of signs shall not be considered exclusive. The term "sign" shall include all other devices or structures as may reasonably be included under it, whether attached or unattached. The definition excludes all governmental flags and signs of governmental entities.

*Significant Historic Landmark:* A designation established under Ordinance 2007-30 for a site or structures.

*Site:* The location of a significant event, a prehistoric or historic occupation or activity, building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, architectural or archeological value regardless of the value of any existing structure.

*Structure:* Something built or constructed, such as a building, bridge, monument, or statue.

- (c) *Historic landmark commission created.* There is hereby created a commission to be known as the city historic landmark commission.
- (1) The commission shall consist of seven members, residents of the city, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals who meet the criteria below:
    - (A) One shall be an architect, planner, or representative of a design profession;
    - (B) One shall be a representative elected by the county historical society;
    - (C) One shall be a licensed real estate professional;
    - (D) One shall be an owner of an historic commercial structure or property;
    - (E) One shall be an owner of an historic residential structure or property;
    - (F) One shall be a member from the city's Planning and Zoning Commission;
    - (G) One shall be a general resident of the city.

However, if specified professionals above cannot be appointed, City Council will consider other types of professionals.

- (2) All commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic preservation within the city.
  - (3) Commission members shall serve for a term of three (3) years, with the exception of the member who is serving on the commission as the Planning and Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning and Zoning Commission term.
  - (4) Each seat on the commission will be assigned a "place." Commission members' terms of service shall be "staggered," so that the entire membership of the commission will not be subject to replacement at any single point in time. In the event of a vacancy on the commission, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.
  - (6) Attendance requirements for the commission members are set forth in Section 1.02.002(b).
  - (7) The commission shall be empowered to:
    - (A) Prepare rules and procedures as necessary to carry out the business of the commission, which shall be ratified by the City Council.
    - (B) Approve or disapprove Certificates of Appropriateness, demolition or removal of historic structures, and economic hardship applications.
    - (C) Conduct surveys and maintain an inventory of significant historic, architectural, and cultural landmarks.
    - (D) Make recommendations to the City Council on the designation of Historic Landmarks, Historic Districts, contributing and non-contributing structures.
    - (E) Make recommendations for properties to the National Register of Historic Places.
    - (F) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
    - (G) To assist the City Council in the adoption of design guidelines for the exteriors of Historic Landmarks, properties located inside of Historic Districts, and contributing and non-contributing structures, to address architectural and general design elements of structures, including acceptable materials for construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing structures; and acceptable textures and ornamentation.
    - (H) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.
    - (I) To perform any other functions requested by City Council.
  - (8) The commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two commission members.
- (d) *Appointment of Historic Preservation Officer.* The City's Planning Director or other city staff designated by the City Manager shall serve as Historic Preservation Officer. This officer shall

have as a principal duty the administration of this ordinance and the coordination of the City's various efforts and programs that further historic preservation.

**Sec. 14.03.002 - Categories of preservation.**

(a) *Establishment of categories*

There shall be two categories of preservation for historically, culturally, architecturally or archaeologically significant properties in the city, as follows:

- (1) Historic Landmarks,
- (2) Local Historic Districts, which may contain Historic Landmarks and contributing structures or sites; and non-contributing structures or sites.

(b) *Criteria for Historic Landmark status*

- (1) A structure or site is considered a local Historic Landmark if it is designated as a Recorded Texas Historic Landmark or State Archeological Landmark, or is included on the National Register of Historic Places.
- (2) A structure or site also may be designated by the City as a Historic Landmark if it meets two or more of the criteria set out below.
  - (A) Possesses significance in history, architecture, archeology, or culture;
  - (B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
  - (C) Is associated with the lives of persons significant in our past;
  - (D) Embodies the distinctive characteristics of a type, period, or method of construction;
  - (E) Represents the work of a master designer, builder, or craftsman; or
  - (F) Represents an established and familiar visual feature of the City.

(c) *Process for designation of Historic Landmarks*

- (1) Owners of property being considered for designation as a Historic Landmark shall be notified prior to the Commission hearing on the recommended designation. The Commission shall provide notice to property owners within two hundred (200) feet of the property and conduct a public hearing.
- (2) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to conduct a public hearing and consider the designations of a Historic Landmark. The adoption of the Landmark shall be through a Resolution.
- (3) Upon designation of a Historic Landmark, the City Council shall cause the designation to be noted as follows:
  - (a) Recorded in the Official Real Property Records of Bastrop County
  - (b) Designated on the Historic Resource Map of the City of Bastrop
  - (c) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a City of Bastrop Historic Landmark.

(d) *Process for removal of Historic Landmarks designation*

- (1) Designated Historic Landmarks shall retain such designation until such time as the City Council, upon receipt of an application from the owner, approves the withdrawal. The procedures for a removal of designation of a Historic Landmark shall follow the same process as the designation process.

(A) Criteria for approving removal:

- i. The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.
  - ii. The site or structure has been rendered unreasonably irreparably altered by an Act of God.
- (2) The required majority for City Council approval for removal of designation shall be two-thirds of the full membership.

(e) *Criteria for creation of a Historic District*

An area of the City may be considered for designation as a Historic District if it:

- (1) Contains properties and an environmental setting which meet one or more of the criteria for designation of a Historic Landmark; or
- (2) Constitutes a distinct section of the City that possesses a unique historical, architectural, archeological or cultural significance.

(f) *Process for the designation of local historic district*

- (1) These provisions pertaining to the designation of local historic districts constitute a part of the official zoning map of the City of Bastrop.
- (2) Upon recommendation of the Historic Landmark Commission and the Planning and Zoning Commission, the City Council may establish, after following all required legal procedures, one or more Historic Districts. The Historic Landmark Commission shall prepare, or cause to be prepared, and adopt, design guidelines for each individual district, including standards for new and/or infill construction. If there is more than one district, and the Historic Landmark Commission finds that design guidelines for one district are appropriate for another district, they may adopt the same guidelines.
- (3) An inventory of all contributing and non-contributing structures located within a historic district to be prepared and the record of the status of each structure within each historic district shall be maintained in City records.
- (4) Owners of property located within an area considered for designation as a local historic district shall be notified prior to the public hearing(s) on the recommended designation. The adoption of a local district will be processed according to the same procedures required for a zoning amendment. At the public hearing(s), owners, interested parties, and technical experts may present testimony or documentary evidence that will become part of a record regarding the historic, architectural, or cultural importance of the proposed local Historic District.
- (5) Upon designation of a local historic district, the City Council shall cause the designation to be recorded as follows:
  - (a) Recorded in the Official Real Property Records of Bastrop County,

- (b) Designated on the Historic Resource Map of the City of Bastrop.
- (6) Designated Historic Districts shall retain such designation until such time as the City Council, upon receipt of an application and formal request made by at least 51 percent of the owners of real property located within the Historic District petitions for removal. The procedures for a removal of designation of a local Historic District shall follow the same process as the designation process.
  - (A) Criteria for approving removal
    - i. The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.
    - ii. The site or structure has been rendered unreasonably irreparably altered by an Act of God.
- (7) The required majority for City Council approval for removal of designation shall be two-thirds of the full membership.
- (g) Any existing structure or site designated as a Significant Landmark or a Historic Landmark under Ordinance No. 2007-30 are specifically saved from repeal and shall retain such designation until such time that those designated landmarks are redesignated in accordance with the processes and procedures under this ordinance. As soon as practical following adoption of this Ordinance, the City shall begin the process to designate any landmarks deemed appropriate for consideration as Historic Landmarks in accordance with the processes and procedures contained within this ordinance.
- (h) *Relationship of designations to zoning*
  - (1) If there is any conflict between the design guidelines and any provision of the zoning ordinance, the most restrictive regulation shall apply.
  - (2) If there is any conflict between the provisions of this section and any other provision of the zoning ordinance, the most restrictive regulation shall apply, in the absence of a specific directive to the contrary.

### **Section 14.03.003. Certificate of Appropriateness**

- (a) *Requirement for Certificate of Appropriateness*

No person, firm, corporation or other organization shall carry out any project that includes the construction, reconstruction, alteration, restoration, rehabilitation, relocation or demolition of any Historic Landmark or any structure, site or sign within a Historic District, nor shall any person make any material change to any structural exterior elements or architectural features visible from a public right-of-way which affect the appearance and cohesiveness of any Historic Landmark or any structure or site within a Historic District without prior approval of a Certificate of Appropriateness.
- (b) *Certificate of Appropriateness Exemptions*

A Certificate of Appropriateness shall not be required for the following:

  - (1) Ordinary maintenance, as defined in this Ordinance.

- (2) Interior construction or alterations provided the alterations do not alter the exterior wall of the building.
- (3) New, modifications or removal of existing awnings (to include changes in color), canopies, exterior paint color or exterior lighting that are attached to a single-family or two-family residential structure provided the alterations do not alter the exterior wall of a building designated as a historic landmark.
- (4) Demolition of a building or structure that the Building Official has declared a dangerous structure in accordance with Article 3.12 of this Ordinance, as amended, or determined that demolition is necessary for the preservation of the public health, safety and welfare.
  - (A) Should the Building Official declare a building a dangerous structure or determine that demolition is necessary for the preservation of public health, safety and welfare, the Building Official shall coordinate with the Historic Preservation Officer and property owner to identify historic and significant architectural features that are unique to the building or structure, era or district and that may be salvaged.
  - (B) The Historic Preservation Officer shall create a record of the building or structure to be demolished through archival-quality photo-documentation, drawings, and other information similar to those required by the Historic American Buildings Survey. The list of identified historic and significant architectural features to be salvaged shall also be made part of this record.
- (5) New fence, railing or wall that is consistent with the Historic District's characteristics and applicable guidelines.
- (6) Site landscape alterations and other hardscape features provided that these do not alter a building or structure designated as a Historic Landmark or that is a contributing historic structure to the Historic District.

(c) *Certificate of Appropriateness Application Procedure*

- (1) When a Certificate of Appropriateness is required, no work can begin before the Historic Preservation Officer or the Commission has first issued a Certificate of Appropriateness. The Certificate of Appropriateness shall be in addition to and not in lieu of any permits required (i.e. building, sign, alcohol, etc.). The Building Official cannot approve any application for a sign or building permit to a structure and/or site that requires, but does not have a Certificate of Appropriateness.
- (2) The owner or owner's agent shall file an application, as provided by the City, for such a certificate. The application shall contain at a minimum:
  - (A) Application fee as established in Appendix A – Fee Schedule
  - (B) Contact information for the applicant and/or owner;
  - (C) A detailed description of all proposed work;
  - (D) Location and photographs of existing conditions;
  - (E) Elevation drawings, photographs, or illustrations of the proposed changes;
  - (F) Samples of materials to be used;
  - (G) If the proposal includes signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the sign's location on the property; and
  - (H) Any other information that the City may deem necessary in order to visualize the proposed work.



- (l) The Historic Preservation Officer shall review the submission and determine if the application is complete. If the application does not meet the requirements to be approved administratively, the application will be forward to the Historic Landmark Commission for consideration at their next available meeting agenda.
- (d) *Administrative Approval of a Certificate of Appropriateness*
- (1) A Certificate of Appropriateness may qualify for administrative approval by the Historic Preservation Officer if the proposed project meets all of the following conditions:
    - (A) All of the standards identified in the Design Guidelines for the specific district in which it is located are met;
    - (B) There will not be a change in materials or design of the structure or site;
    - (C) There is no increase in the height of an existing structure or site;
    - (D) The neighborhood compatibility standards established within the Design Guidelines for the specific district in which it is located are met;
    - (E) There is no demolition of any structure or site;
    - (F) The proposed structure or site is not designated as a Historic Landmark.
  - (2) The Historic Preservation Officer may elect to present a Certificate of Appropriateness to the Historic Landmark Commission for review and consideration.
  - (3) If the Historic Preservation Officer does not approve a Certificate of Appropriateness, the application may be forwarded to the Historic Landmark Commission for review and consideration at the request of the applicant.
- (e) *Historic Landmark Commission Approval of Certificate of Appropriateness*
- (1) The Commission shall review an application for a certificate of appropriateness at a regularly scheduled or special meeting within forty-five (45) days from the date the application is deemed administratively complete for review, at which time an opportunity will be provided for the applicant to be heard. The Commission shall approve, deny, or approve with conditions or modifications the permit, within thirty (30) days after the review meeting, provided however, both review and action may occur at the same meeting. In the event the Commission does not act within sixty (60) days from the date the application is deemed administratively complete for review, a permit will be deemed approved.
  - (2) All decisions of the Commission shall be in writing. The Commission's decision shall state its findings pertaining to the approval, denial, or modification of the application. A copy shall be provided to the applicant and a copy shall be maintained in the files of the Planning and Development Department and distributed to other appropriate city departments.
  - (3) An applicant for a Certificate of Appropriateness who is dissatisfied with the action of the Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to appeal the determination to the City Council. The applicant has fifteen (15) calendar days from date of the Commission action to file for the appeal. The appeal request will be place on the next available City Council agenda. To be considered, the appeal shall set forth in writing the grounds for such appeal and shall provide the City with any pertinent evidence and all related documentation related to the appeal. The City Council shall use the adopted approval criteria for the appeal review.

- (4) A Certificate of Appropriateness shall expire two (2) years from the date of approval if the proposed scope of work has not been completed. If a building permit for approved work has been issued, the Certificate of Appropriateness will expire two (2) year from the permit issue date. The Commission, upon determination of a reasonable need, may authorize one (1) extension of an additional six (6) months to obtain a building permit for the work in which the Certificate of Appropriateness was approved upon showing of just cause by the applicant.

(f) *Criteria of Approval of a Certificate of Appropriateness*

- (1) In considering an application for a Certificate of Appropriateness, the commission shall be guided by any locally adopted design standards, and where applicable, the following from the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*. Any adopted design standards and *Secretary of the Interior's Standards* shall be made to the property owners of historic landmarks.
  - (A) Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.
  - (B) The distinguishing original qualities or character of a building, structure, object, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
  - (C) All buildings, structures, objects, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier or later appearance shall be discouraged.
  - (D) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
  - (E) Distinctive stylistic features or examples of skilled craftsmanship which characterize, a building, structure, object, or site shall be kept to the greatest extent practical.
  - (F) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other building or structures.
  - (G) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
  - (H) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
  - (I) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant

historical, architectural, or cultural material, and such design is compatible with the size, color, material, and character of the property, neighborhood, or environment.

- (J) Wherever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

(g) *Consideration of Previously Denied Application*

A new application for a Certificate of Appropriateness for a structure or site that was previously denied a similar Certificate of Appropriateness shall not be considered if the Historic Landmark Commission or the City Council, on appeal, for the structure or site within one (1) year from the date of the final decision. If there has been a substantial change in the conditions affecting the structure or site or the proposed project is substantially different from the previous application, the City may find that are sufficient to warrant consideration prior to the one (1) year period.

(h) *Enforcement*

- (1) All work performed pursuant to a Certificate of Appropriateness issued under this ordinance shall conform to any conditions or requirements included therein. It shall be the duty of the building inspector or his designee to inspect periodically any such work to assure compliance. In the event work is not being performed in accordance with the Certificate of Appropriateness, the building official or his designee shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.
- (2) A stop-work order may be lifted following submission and approval of plans for corrective action or work, or other plans to bring the project into compliance with the conditions or requirements of the Certificate of Appropriateness or other approvals.

**Section 14.03.004. Certificate of Appropriateness Required for Demolition or Relocation**

(f) *Certificate of Appropriateness for Demolition or Relocation Required*

A permit for demolition, removal, or relocation for any Historic Landmark or any structure or site within a local historic district shall not be granted by the City without the review and approval of a Certificate of Appropriateness by the Historic Landmark Commission in accordance with the provisions of this ordinance.

(g) *Procedure for Certificate of Appropriateness for Demolition*

- (1) An application for a Certificate of Appropriateness shall contain the following minimum information:
  - (A) Application fee as established in Appendix A – Fee Schedule
  - (B) Owner and agent contact information;
  - (C) A detailed description of the reason the proposed demolition is necessary;
  - (D) Location of the proposed demolition;

- (E) Evidence of the existing conditions of the property which justify the need for demolition;
  - (F) A detailed description of the methods of demolition including the process and procedure for removal of all debris and how surrounding properties will be protected during the demolition process;
  - (G) Any other information that the City may deem necessary in order to determine the need for the proposed demolition.
- (2) The Commission shall hold a public hearing on the application within forty-five (45) days after the date a complete application is filed with the City. The applicant, property owner, and all property owners located within two hundred (200) feet of the property proposed to be demolished shall be mailed a written notice ten (10) days prior to the hearing.
- (3) When considering the Certificate of Appropriateness for Demolition, the Commission shall consider the following:
- (A) The historic value of the structures or site;
  - (B) The state of repair of the structures or site;
  - (C) The existing and potential usefulness, including the economic usefulness, of the structures, buildings or objects on the lot, parcel or site;
  - (D) The reasons for preserving the structures, buildings or objects on the lot, parcel or site;
  - (E) The character of the neighborhood;
  - (F) Any other factors the Commission deems appropriate when considering the proposed demolition.
- (4) When considering the Certificate of Appropriateness for Relocation, the Commission shall consider the following:
- (A) The style of construction and compatibility with the local Historic District
  - (B) The historic value and structural state of the structure;
  - (C) The historic value of the site;
  - (D) The reasons for preserving the structure on an alternate site;
  - (E) The character of the neighborhood;
  - (F) Any other factors the Commission deems appropriate when considering the proposed demolition.
- (5) If the Commission determines, that the evidence supports the demolition, removal or relocation of the structure or if the Commission determines that the interest of preserving historic values will not be adversely affected by such demolition, removal or relocation that the interest of preserving historical values can best be served by the removal of the structures, buildings or objects, it shall issue a Certificate of Appropriateness for Demolition of the structures or site.
- (6) If no action has been taken by the Commission within sixty (60) days of original receipt by the Commission of the application, the Certificate of Appropriateness for Demolition shall be deemed approved by the Commission.
- (7) Any applicant who is dissatisfied with the action of the Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to appeal the determination to the City Council. The applicant has fifteen (15) calendar days from date of the Commission action to file for the appeal. The appeal request will be place on the next available City Council agenda. To be considered, the appeal shall set forth

the grounds for such appeal and shall provide the City with any pertinent evidence and all related documentation related to the appeal. The City Council shall use the adopted approval criteria for the appeal review.

### **Section 14.03.005. Failure to Maintain Resulting in Demolition by Neglect**

#### *(a) State of Demolition by Neglect*

No owner or person, firm, corporation or other organization with an interest in real property that is designated as a Historic Landmark, a structure or site that has been certified, registered or designated by any Federal, State or other authorized body/entity as having historical significance, or any structure or site that is located within a local Historic District, shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Commission, produce a detrimental effect upon the character of a Historic Landmark, the District as a whole, or the life and character of the property itself. Examples of such deterioration include:

- (1) Deterioration of exterior walls or other vertical supports.
- (2) Deterioration of roofs or other horizontal members.
- (3) Deterioration of exterior chimneys.
- (4) Deterioration or crumbling of exterior stucco or mortar.
- (5) Ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors.
- (6) Deterioration of any feature creating a hazardous condition which could lead to the claim that demolition is necessary for the public safety.

#### *(b) Demolition By Neglect Hearing Procedure*

- (1) Upon notification to the Commission of such a state of disrepair, the Commission shall notify the owner in writing, informing the owner of the violation and the specifics of the alleged deterioration, requesting that the owner appear before the Commission for determination of the existence of detrimental deterioration.
- (2) If, after a public hearing before the Commission, the Commission determines that the deterioration has produced a detrimental effect as described in Subsection A of this section, the owner shall cure the deterioration by restoration or other appropriate actions within a reasonable period of time as determined by the Commission but in no case longer than 180 calendar days from the determination by the Commission. The owner must comply with all requirements of requesting a Certificate of Appropriateness from the Commission. Failure of the owner to cure the deterioration within the time specified by the Commission shall cause the property owner to be subject to penalties as defined in Section 14.03.009, which may be assessed civilly or in municipal court.

- (c) Any applicant who is dissatisfied with the action of the Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to appeal the determination to the City Council. The applicant has fifteen (15) calendar days from date of the Commission action to file for the appeal. The appeal request will be placed on the next available City Council agenda. To be considered, the appeal shall set forth the grounds for such appeal and shall provide the City with any pertinent evidence and all related documentation related to the appeal. The City Council shall use the adopted approval criteria for the appeal review.

**Section 14.03.006. Incentives for Historic Landmarks****(a) Continuation of Existing Incentives**

All properties previously granted an Incentive (refund of City Taxes) under Section 14.03.002 of the Bastrop Code of Ordinances as of the date of this Ordinance shall be eligible to maintain the Incentive and are specifically saved from repeal; however, the City Council may modify or end the program at any time at the City's discretion. A list of all properties subject to the Incentive, along with the determination of what historic elements are to be included in the valuation of the Incentive, shall be maintained on file in the City's Historic Preservation Officer's and the City Secretary's office.

**(b) New Applications for Incentives**

To encourage historic preservation, the City may offer an incentive to owners of local Historic Landmarks to encourage the stabilization, rehabilitation and renovation of properties designated as historic landmarks. The incentives may include:

- (1) Historic Landmark Marker: Owners of qualifying historic landmarks will be presented with an official historic landmark marker to designate the structure, with the cost of the marker borne by the City.
- (2) Property Tax refund: Owners of qualifying historic landmarks may be eligible for a refund of a portion of their City property taxes, provided under paragraph (c) below.

An owner seeking inclusion in the Incentive program shall submit an application to the Historic Preservation Officer to determine whether the property meets the criteria for a local Historic Landmark. Incentives will be granted upon the favorable recommendation of the Historic Landmark Commission and approval by the City Council.

**(c) Calculation of Refund Incentives**

The amount of the refund shall be based on a uniform percentage of the assessed value of the contributing structures, determined by the City Council, each budget year, which can be financed by the amount of general funds appropriated for such refunds. Refunds shall be based on the assessed value of the historic improvements only and shall exclude the value of the underlying land or any noncontributing structures. Refunds will be based on taxes paid in full by July 31<sup>st</sup>. Eligibility for such refund shall require compliance with all requirements of this Ordinance.

**(d) Required Maintenance Standards**

To be eligible to receive the annual refund, all buildings and the exterior premise of a historic landmark property shall be properly maintained to achieve a presentable appearance, avoid hazardous conditions, and meet the following minimum standards:

- (1) Roof: The roof shall not have any missing or broken shingles, significant buckling, warping, or peeling of the surface and must be clear of vegetation. There shall be no signs of decay, dry rot or structural integrity issues in the roof structure.
- (2) Exterior walls: The exterior walls shall not have any missing boards, bricks or other materials. No signs of cracks, dry rot or decay should be evident. Except for

- materials that have been designed to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained to be kept clean and free of flaking, loose, or peeling paint or covering.
- (3) Foundations: The foundation shall not have any significant cracking, shifting, or erosion. For pier and beam foundations, skirting should be in good condition and have no missing sections. The foundation shall be in good condition and not have missing foundation supports or signs of sagging.
  - (4) Exterior Doors: Doors shall be maintained to be structurally sound, fit within frames to be weatherproof, and have hardware that is in good condition.
  - (5) Windows: Windows shall be fully supplied with window glass, which is glazed and is without cracks or broken panes, shall have sashes in good condition, which fit within the frames, and maintained to exclude adverse weather elements from entering the structure.
  - (6) Porches: Every porch shall be maintained to be free of missing, defective, rotting or deteriorated foundations, supports, floors and steps, to be safe to use and kept in sound condition and in good repair.
  - (7) Stairways: Stairways shall be maintained free of rotted or deteriorated supports. Handrails and/or railings shall be firmly fastened and maintained in good conditions.
  - (8) Accessory Structures: All structures accessory to the dwellings, including detached garages, shall be maintained to be structurally sound, neatly maintained and in good repair.
  - (9) Fences and walls: If any fence, retaining wall, or similar structure is not found to be in a good state of structural repair, it shall be removed, replaced or repaired as required.
  - (10) Landscaping: All landscaping shall be maintained in a presentable appearance. Any landscaping or vegetation that is causing damage to the structure must be removed.
  - (11) Decorative features: Any other decorative elements of the site shall be maintained in good repair with property anchorage and in a safe condition.

If a historic landmark property has been determined by the Historic Preservation Officer, the Building Official, and Code Enforcement Official to be inadequately maintained, the property owner will be notified in writing and given thirty days (30) to correct the deficiencies. If the repairs are not completed and standards are not met, the Incentive will not be paid. An aggrieved property owner may appeal that determination to the City Council.

(e) *Loss of Incentives*

No owner, owner's agents, contractors and/or representatives shall alter or totally or partially destroy any Historic Landmark subject to incentives under this Section without first obtaining a Certificate of Appropriateness or Demolition Permit in accordance with the terms of this ordinance. If a Historic Landmark subject to incentives is altered or totally or partially destroyed without a Certificate of Appropriateness, the owner shall be required to restore the structure to its original state, within a reasonable period of time as established by the Commission but in no case longer than 180 calendar days from the date of any notice of violation provided to the property owner. No incentives will apply during the time that the owner is restoring the property. Failure to restore the Historical Landmark to its pre-destruction condition shall subject the owner to the penalties set forth in this Ordinance and the owner shall:

- (1) no longer be entitled to the incentives set forth herein, and

- (2) immediately remit to the City monies in an amount equal to the total City Tax revenues that were refunded in the current and prior years because of the incentives, plus interest calculated at an annual rate as established by the then-current Texas Private Prompt Payment Act.

If an owner has obtained a Certificate of Appropriateness for Demolition or Relocation under Section 14.03.004, then the Incentive for the structure will cease immediately upon the demolition or relocation, but no remittance of past refunds is required.

(f) *Transferability of Incentives*

The benefits of the incentive program relating to Historic Structures under this Section are transferable and run with the property.

**Sec. 14.03.007 - Economic hardship.**

(a) *Economic hardship application procedure*

- (1) After receiving written notification from the commission of the denial of a certificate of appropriateness, or an application to demolish, an applicant may commence the hardship process. No building permit or demolition permit shall be issued unless the commission makes a finding that hardship exists.
- (2) When a claim of economic hardship is made due to the effect of this article, the owner must prove that:
  - (A) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible;
  - (B) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
  - (C) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- (3) The applicant shall consult in good faith with the commission, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property. Such efforts must be shown to the commission.
- (4) The commission shall hold a public hearing on the application within sixty (60) days from the date the application is received by the either the building inspector or the preservation officer. Following the hearing, the commission has thirty (30) days in which to prepare a written recommendation to the building inspector or other official. In the event that the commission does not act within ninety (90) days of the receipt of the application, a permit may be granted by the building inspector.
- (5) All decisions of the commission shall be in writing. A copy shall be sent to the applicant by certified mail and a copy filed with the city clerk's office for public inspection. The commission's decision shall state the reasons for granting or denying the hardship application.
- (6) An applicant submitting a hardship application who is dissatisfied with the decision of the commission relating to the approval or denial of such application shall have the right to appeal the commission's decision to the City Council. The applicant has fifteen (15) calendar days from date of the Commission action to file for the appeal. The appeal



request will be placed on the next available City Council agenda. To be considered, the appeal shall set forth the grounds for such appeal and shall provide the City with any pertinent evidence and all related documentation related to the appeal. The City Council shall use the adopted approval criteria for the appeal review.

**Section 14.03.08. Penalties**

Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed the amount set out in Appendix A – Fee Schedule, Article A14.01 of the Bastrop Code of Ordinances. Each day that a violation continues shall be deemed a separate and distinct offense. Violations of this ordinance may be enforced civilly and/or in municipal court, at the City’s discretion.

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**Appendix A – Fee Schedule**

**A14.001.003 Fees for Historic Landmark Preservation**

Historic Landmark Designation Consideration	\$100
Removal of Historic Landmark or Historic District	\$300
Certificate of Appropriateness	\$50
Certificate of Appropriateness Demolition or Relocation	\$100

# Historic Landmark Preservation Ordinance Amendment

April 24, 2018



# Section 14.03.006 – Incentives for Historic Landmarks

- Current code requires refund amount to be between 0.15 and 0.2245 percent of the value of the historic structures
- Update continues incentives with modifications:
  - Amount of refund will depend of amount annually budgeted by City Council
  - **No minimum or maximum percentage**
- Value used for the refund is based on the real property identified as the contributing historic property during the Historic Landmark designation and does not include land value
- When submitting the budget request, staff will include rebate data to allow City Council to increase or decrease the budget



# Loss of Incentive for Inadequate Maintenance

Direction from First Reading

- New language for proper maintenance:
  - All buildings and the exterior premise of a historic landmark property shall be properly maintained to achieve a presentable appearance, avoid hazardous conditions, and meet the minimum standards for:
    - Roof
    - Exterior walls
    - Foundations
    - Exterior doors
    - Windows
    - Porches
    - Exterior stairways
    - Accessory structures
    - Fences and retaining walls
    - Landscaping
    - Decorative features
- Will be given a written notice and 30 days to come into compliance before the loss of incentive for that year.



# Maintenance Determinations

- Inadequate maintenance determination will be made by a staff team consisting of the:
  - Historic Preservation Officer
  - Building Official
  - Code Enforcement Official
- Staff positions have knowledge of historic standards, building codes and property maintenance codes.
- Potential Conflict of interest with an HLC sub-committee:
  - Several members receive Historic Landmark refunds.



# Historic Landmark Commission Recommendation

- The HLC reviewed the current draft at their regular meeting on February 21, 2018 meeting.
- Recommended forwarding the current draft Historic Landmark Preservation Ordinance to Planning & Zoning Commission for review and a recommendation of approval to City Council.



# Planning & Zoning Commission Recommendation

- The P&Z reviewed the current draft at their regular meeting on March 29, 2018 meeting.
  - Recommended approval of the draft ordinance by a vote of 7-0.



# Recommendation

- Approve the second reading of the Historic Landmark Preservation Ordinance with the revisions requested from the April 10 meeting.







# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 9C

**TITLE:**

Consider action to approve Resolution No. R-2018-27 of the City Council of the City of Bastrop, Texas to enter a contract for the purchase through Buy Board of an emergency generator to Waukesha-Pearce Industries, Inc., in the amount of \$81,329.00 (Eighty-one thousand three hundred twenty-nine dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services

**BACKGROUND/HISTORY:**

After multiple disasters such as flooding, fire, and hurricane over a five-year period. The residents of the City of Bastrop began to understand the necessity of an emergency shelter. The City applied for grant funding provided to Bastrop County by FEMA and the General Land Office. The City was awarded the amount of \$1.6 million in grant funding, to build an emergency shelter. The construction bid was awarded at \$1,067,000.00 and provides the city with an opportunity to enhance the level of customer service we can provide to people who will use the shelter.

We believe it prudent to use the surplus grant funds to equip the shelter with an emergency, natural gas, stand-by generator to ensure for the safety and comfort of evacuees in the building during a disaster. This purchase would require a change order in the amount of \$81,329.00.

**POLICY EXPLANATION:**

In accordance with the City's purchasing policy, an amount of over \$50,000.00 requires council approval, furthermore the quote received by Waukesha-Pearce Industries, Inc. the purchasing requirements found in the Texas Local Government Code, Subchapter B, Section 252.021 a request for proposal must be issued for amounts over \$50,000.00.

Buy Board is a purchasing cooperative that has been vetted by the State of Texas, and has been found to meet all state purchasing requirements.

**FUNDING SOURCE:**

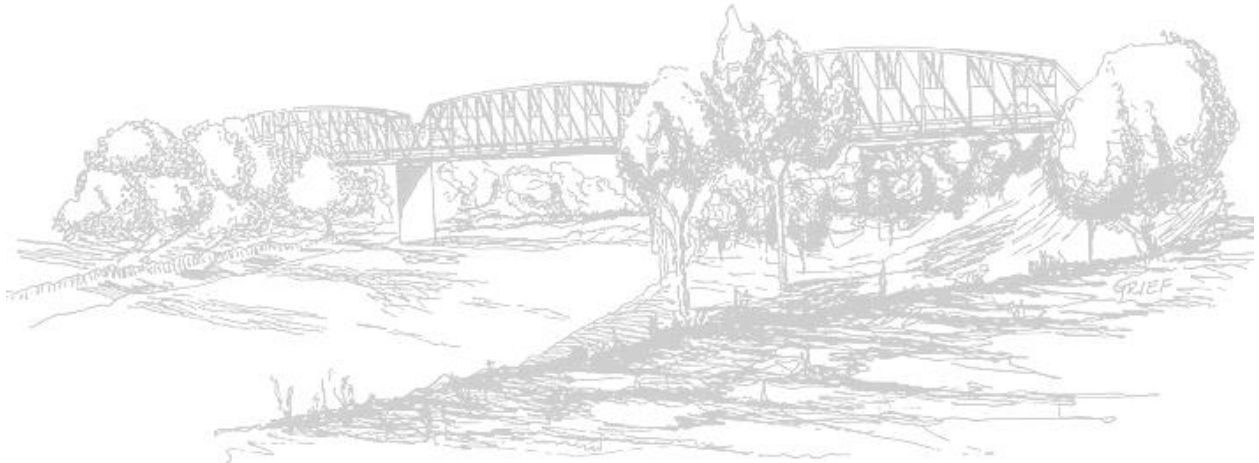
These funds are available through the grant that was received through Bastrop County.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-27 of the City Council of the City of Bastrop, Texas to enter a contract for the purchase through Buy Board of an emergency generator to Waukesha-Pearce Industries, Inc., in the amount of \$81,329.00 (Eighty-one thousand three hundred twenty-nine dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Terms & Conditions
- BUYBOARD Quotation – Wakesha-Pearce, Industries, Inc.



**RESOLUTION NO. R-2018-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ENTER A CONTRACT FOR THE PURCHASE THROUGH BUY BOARD OF AN EMERGENCY GENERATOR TO WAUKESHA-PEARCE INDUSTRIES, INC., IN THE AMOUNT OF \$81,329.00 (EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND 00/100 CENTS); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, The City Council has the steadfastness to ensure the safety of its citizens during a disaster.

**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 award a contract to Waukesha-Pearce Industries, Inc. for the purchase of an emergency generator in the amount of \$81,329.00. (Attached as Exhibit A)

**Section 2:** That the City Council of the City of Bastrop has found Waukesha-Pearce Industries, Inc., to be a subject matter expert in the field of emergency generators.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 24<sup>th</sup> day of April 2018.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

## **Waukesha-Pearce Industries, Inc. (WPI)** **Standard Terms and Conditions of Sale**

### **1. Acceptance**

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

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Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. On any GE Waukesha Gas Engines or WPI fabricated products quoted at \$150,000 or more, WPI requires progress payments with the following milestone achievements:

- 20% upon submittal of drawings
- 20% upon completion of skid fabrication
- 50% upon receipt of major components (engine(s), pump(s) generator(s) & switchgear)
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### **3. Cancellation or Termination**

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges on GE Waukesha Engines are 100% after the engine order is placed with GE Waukesha. Cancellations charges for completed fabrication projects are 100%. No termination by Buyer for default shall be effective unless and until WPI shall have failed to correct such alleged fault within sixty (60) days after receipt by WPI of written notice specifying such default. WPI further reserves the right to fabricate ahead of the shipping schedule whenever it is deemed necessary and upon notification to Buyer. Such advance fabrication shall not void Buyer's responsibility for cancellation charges.

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In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales or use tax incident to this transaction for which WPI may be liable or compelled to collect.

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Any shipment date provided in the quote is **approximate** and is **estimated** based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if require, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

### **7. Indemnity**

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligence in its responsibilities.

### **8. Consequential Damages and Other Charges**

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

### **9. Performance Guarantee**

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

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When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

## **11. Structural, Current-Pulsation, Vibration, Torsional, Transport Studies**

When requested by the Buyer, WPI will arrange for a third party analysis of the quoted fabricated equipment systems or components. Any changes or modifications to the original design, which result from these analyses are considered outside the scope of the original quote and will be charged at WPI's published rates for engineering, material, labor and necessary supervision in effect at that time.

## **12. Warranty**

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include labor, will be billed to the Buyer. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

## **13. Literature**

WPI will provide upon request the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

## **14. Hours of Operation**

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

## **15. Shipping Dates**

Any shipment date given herein is approximate and is estimated from the date of receipt of order with complete specifications, date approvals and acceptance of Credit Application with Contractor & Job bonding information. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reasons of force majeure, which shall be deemed to mean all other causes whatsoever not reasonably in the control of WPI, including, but not limited to acts of God, war riots, or insurrection, blockades, embargos, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, inability to secure materials, labor or manufacturing facilities. Any delay resulting from such causes shall extend delivery dates correspondingly. WPI shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason therefore, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.

## **16. Start-Up**

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window.





## WAUKESHA-PEARCE INDUSTRIES, INC.

12320 S. Main Houston TX 77035

Phone 713-723-1050 / Fax 713-551-0424

Date: 4/5/2018  
Company: City of Bastrop  
Quote Number: 3018TJ  
Reference: Rec. Center Generator Addition

Attn: Curtis Hancock

### SCOPE OF WORK

- Install new Generac 130KW Natural Gas Generator.
- Install new Generac 400AMP Non-Service Rated Automatic Transfer Switch, ATS.
- Electrical Labor and Materials
  - Rework Existing Service Feeder to Accommodate new ATS
  - Installation of New Underground Control and Feeder Conduit from ATS to Gen
  - Installation of New Annunciator Panel
- Installation of New Concrete Pad for Generator, Saw Cutting and Replacement of Sidewalk
- Plumbing Labor and Materials
  - Provide and install approximately 110' of 2" poly with gas piping with risers.
  - Make a new connect to the existing gas meter to except the new gas piping.
  - Connect new gas piping to the new generator.
- Delivery, Off-Loading, and Placement Equipment (**Crane Cost Included**).
- Startup, Commissioning, and Warranty Registration.
- Owner/End User Training (**Not to Exceed 4hrs**).
- **Cellular Monitoring Available for an Additional \$ 1500**

**\*\*\*ASK ABOUT OUR GENERATOR SERVICE PLANS TO PROTECT YOUR INVESTMENT\*\*\***



## **BILL OF MATERIAL**

Quantity 1 - Generac Industrial gaseous V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 130 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications
  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation
    - Full system status on all AC output and engine function parameters
    - Service reminders, trending, fault history (alarm log)
    - I2T function for full generator protection
    - Selectable low-speed exercise
  - HTS transfer switch function monitoring and control
  - 2-wire start controls for any 2-wire transfer switch
- Natural Gas fuel system
- Air Filter Restriction Ind
- 21 Light Annunciator - Surface
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Extreme Cold Weather Kit
- Flex Fuel Line
- Flush Mount Annunciator Kit
- MLCB, 100% rated thermal-magnetic
  - 350 Amp
- Standard 2-Year Limited Warranty
- SG0130GG189.0S18HPYYE

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup

- Inphase Monitor
- Time Delay Neutral
- Return to Utility
- Engine Cooldown
- Transfer on Exercise
- Auto/Normal/Standby switch
- Return to Normal Bypass
- Signal Before Transfer contacts
- Single set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 3R Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS040W-3G2LDNCY

Estimated Shipment: 9 weeks from release to order from WPI Credit

**Project Specific Clarifications:**

- 1) Offering equipment by Generac Power Systems
- 2) Offering manufacturers standard materials of construction.
- 3) Quotation is limited to the quantity and description listed above.

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Revised 07 July 2013

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When requested by the Buyer, WPI will arrange for a third party analysis of the quoted fabricated equipment systems or components. Any changes or modifications to the original design, which result from these analyses are considered outside the scope of the original quote and will be charged at WPI's published rates for engineering, material, labor and necessary supervision in effect at that time.

## **12. Warranty**

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include labor, will be billed to the Buyer. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

## **13. Literature**

WPI will provide upon request the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

## **14. Hours of Operation**

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

## **15. Shipping Dates**

Any shipment date given herein is approximate and is estimated from the date of receipt of order with complete specifications, date approvals and acceptance of Credit Application with Contractor & Job bonding information. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reasons of force majeure, which shall be deemed to mean all other causes whatsoever not reasonably in the control of WPI, including, but not limited to acts of God, war riots, or insurrection, blockades, embargos, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, inability to secure materials, labor or manufacturing facilities. Any delay resulting from such causes shall extend delivery dates correspondingly. WPI shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason therefore, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.

## **16. Start-Up**

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window.



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 9D

**TITLE:**

Consider action to approve Resolution No. R-2018-28 of the City Council of the City of Bastrop, Texas awarding a contract for the repainting of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location, to Tri-State Coatings, Inc., at a cost of \$115,000.00 (One hundred fifteen thousand dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services

**BACKGROUND/HISTORY:**

The City of Bastrop is a municipal water supplier that provides clean, safe, potable water to its customers 365 days a year. An important part of that is maintaining a painted surface of the stand pipe, elevated tank and ground storage tank. To prevent basic wear and tear, and to prolong the life of the facilities, up to 15-years, with favorable weather conditions. Tri-state Coatings has met the bidding requirements and has been found to be a responsible bidder. The contract for this project is currently pending legal review.

**POLICY EXPLANATION:**

In accordance with state law and the City's purchasing policy, sequential purchasing of any kind is prohibited. Therefore, to remain in compliance with the Texas Local Government Code, Subchapter B, Section 252.021 a request for proposal must be issued for amounts over \$50,000.00.

**FUNDING SOURCE:**

This was budgeted as part of maintaining the water system in the FY 18 Current Budget.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-28 of the City Council of the City of Bastrop, Texas awarding a contract for the repainting of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location, to Tri-State Coatings, Inc., at a cost of \$115,000.00 (One hundred fifteen thousand dollars and 00/100 cents); as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Contract
- Bid Tabulation

**RESOLUTION NO. R-2018-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT FOR THE REPAINTING OF THE 1 MILLION GALLON STAND PIPE, 250 THOUSAND GALLON ELEVATED TANK LOCATED AT LOOP 150 FACILITY, AND THE 500 THOUSAND GALLON GROUND STORAGE TANK AT WILLOW TREATMENT PLANT LOCATION, TO TRI-STATE COATINGS, INC., AT A COST OF \$115,000.00 (ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 CENTS); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS,** The City Council has the steadfastness to ensure the quality of our City water supply; and

**WHEREAS,** The City of Bastrop has received all bids, and found the lowest responsible bidder to be qualified.

**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 award a contract to Tri-State Coatings, Inc. for the repainting of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location in the amount of \$115,000.00. (Attached as Exhibit A)

**Section 2:** That the City Council of the City of Bastrop has found Tri-State Coatings, Inc., to be a subject matter expert in the field of tank coating systems.

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

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



**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 24<sup>th</sup> day of April, 2018.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

## TRI STATE COATINGS

16258 150th street  
Wadena, MN 56482



### SOW for Agreement to Perform Tank Rehabilitation Services to City of Bastrop, Texas

Date	Services Performed By:	Services Performed For:
April 20, 2018	TRI STATE COATINGS 16258 150th street Wadena, MN 56482	City of Bastrop, Texas 300 Water Street Bastrop, Tx 78602

This Statement of Work (SOW) is issued pursuant to the tank rehabilitation agreement between City of Bastrop, Texas (“Client”) and TRI STATE COATINGS (“Contractor”), effective upon signing(the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

This SOW (hereinafter called the “SOW”), effective as of April 20, 2018, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

### Period of Performance

The Services shall commence on the 2018 painting season.

### Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Exterior of loop 150 elevated, loop 150 stand pipe and willow ground storage tank

1. Pressure wash entire exterior to remove foreign matters
2. Spot prime required areas
3. Full finish coat

## Contractor Responsibilities

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The contractor shall supply the owner with certificate of liability insurance and provide a one (1) year warranty period on workmanship and material.

## Client Responsibilities

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Repair of any rutting or sod damage on site from the use of JLG boom lift

## Invoice Procedures

---

The contractor agrees to perform all the work described for the sum of One-hundred and fifteen-thousand dollars (\$115,000) to be paid within thirty (30) calendar days of invoice.

## Project Change Control Procedure

---

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Bastrop, Texas

TRI STATE COATINGS

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



City of Bastrop Water/Wastewater  
300 Water Street  
Bastrop, TX 78602  
(512)332-8960

## BID OPENING TABULATION

**Bid Number:** N/A

**Bid Title:** Power Washing, Surface Preparation and New Coating System of the 1 million gallon Stand Pipe, 250 thousand gallon Elevated Tank located at Loop 150 facility, and the 500 thousand gallon Ground Storage Tank at Willow Treatment Plant location.

**Opening Date:** 3/30/2018 **Opening Time:** 1:00 p.m.

**Opened By:** Curtis Hancock **Title:** Assistant Director of Public Works

**Verified By:** Trey Job, Director of Public Works

**VERIFICATION SIGNATURE:** \_\_\_\_\_

**NOTES:** Bid is "all or nothing".

### **PUBLIC/BIDDERS IN ATTENDANCE**

**No public or bidders were in attendance.**

**\*\* AWARD TO BE MADE FOLLOWING STAFF REVIEW/RECOMMENDATION AND CITY COUNCIL APPROVAL AT A LATER DATE. \*\***

### **Selection Criteria.**

The City will evaluate each qualified Proposal and select a single Bidder based on criteria deemed important to providing a competent provider to provide the type of work and services outlined in this RFP. Each Proposal will be ranked by the following criteria:

- Professionalism and completeness of the Proposal
- Ability to perform
- Detail in which service is described
- Experience and references
- Proposed costs

**REQUIRED BID DOCUMENTATION AND ATTACHMENTS (CHECK EACH ITEM SUBMITTED)**

COMPLETE BIDDER CONTACT INFO IN PACKET	COPIES (3)	W-9, LICENSES, CREDENTIALS	PROOF OF EXPERIENCE (5 YRS)	REFERENCES (10)	PRICE & BID INFO	INSURANCE	FORM CIS	FORM 1295	FORM TCG 2270
Tri-State Coatings Yes	✓	✓	✓	✓	✓	✓ expires 9/28/18	✓	✓ *will file if awarded	✓
D.E.M. Enterprises LLC Yes	✓	✓	X	✓ 7 references	✓	✓ EXPIRED 4/15/18 Need COB as insured	✓	✓ *blank form, no notes	✓
TMI Coatings, Inc. Yes	✓	✓	✓	✓	✓	✓ EXPIRED 4/1/18 Need COB as insured	✓	X Do not see form in packet	✓
Preferred Tank & Tower Yes	✓	✓	✓	✓	✓	✓ EXPIRED 4/1/18	✓	✓	✓
Superior Tank Company, Inc. Yes	✓	✓	✓	✓	✓	✓ expires 6/1/18 Need COB as insured	✓	✓ *blank form, no notes	✓
Pittsburg Tank and Tower Yes	✓	✓	X	X	✓	✓ EXPIRED 4/1/18 Need COB as insured	X	X	X
N. G. Painting, LP Yes	✓	✓	✓	✓	✓	X	X	X	✓
SES Infrastructure Services, LLC Yes	✓	X	✓	✓	✓	✓ EXPIRED 4/1/18	✓	✓	✓
T & G Services Yes	X 1 copy provided	X	X	X	✓	✓ EXPIRED 4/30/18	✓	X	✓

**\*Per House Bill 1295, this form must be signed prior to submitting signed Contract. We must have a completed, printed & signed Form 1295 with the certification of filing number. The City must acknowledge receipt of the filed form not later than the 30<sup>th</sup> day after receipt of the form.**

**BID AMOUNT TABULATION**

BIDDER NAME	LOOP150 STANDPIPE POWER WASH, PREP & PAINT	LOOP 150 STANDPIPE ADD OR REPLACE LETTERING OR LOGO	LOOP 150 ELEVATED TANK POWER WASH, PREP & PAINT	LOOP 150 ELEVATED TANK ADD OR REPLACE LETTERING OR LOGO	WILLOW GROUND STORAGE POWER WASH, PREP & PAINT	GRAND TOTAL BID
Tri-State Coatings	40000	2500	50000	2500	20000	\$115,000
D.E.M. Enterprises LLC	38850	3800	41275	4800	22903	\$111,628
TMI Coatings, Inc.	78000	4000	80000	4000	48000	\$214,000
Preferred Tank & Tower	69300	3000	60325	3000	39937	\$175,562
Superior Tank Company, Inc.	61730	18900	64584	6985	35551	\$187,750
Pittsburg Tank and Tower	61967	9500	72300	9500	21200	\$174,467
N. G. Painting, LP	60000	5000	85000	5000	30000	\$185,000
SES Infrastructure Services, LLC	51132	6000	51132	6000	57132	\$171,396
T & G Services	45000	5000	45000	5000	30000	\$130,000



# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 9E

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2018-05 amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date and move to include on the May 8, 2018, City Council agenda for a second reading.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2018. Funds included in these amendments are detailed below:

General Fund includes:

- Transfer any salary vacancy savings to contingency for City Manager discretion. There were savings in Finance, Information Technology, Police and Public Works.
- The grant for the Shelter, received from the County, does not cover supplies and equipment required to operate the shelter day to day. This transfer from contingency covers to cost of purchasing these items (ie. appliances, tables, chairs, emergency management equipment, cots, supplies, etc.)

Vehicle & Equipment Replacement Fund includes:

- There is available fund balance in this fund and there are many vehicle and equipment needs throughout the organization. This budget amendment funds a water department truck, grant match for new servers at the Police department for camera video and an extraction tool for Fire.

Bastrop Power & Light includes:

- This fund received \$25,000 from Buc-ee's as part of an outdoor alternative light plan approved by Council. This amendment recognizes the additional revenue and budgets an expense for the new lighting that will be purchased and installed.

Water/Wastewater department includes:

- The XS Ranch well settlement agreement required a hydraulic study as part of the permit for Well J. This study was not budgeted in FY19. This amendment increases the expense code to cover this required study.

Hunter's Crossing Public Improvement District includes:

- This amendment increases the Legal service expense to cover the compliance audit approved by Council. The General Fund will need to cover the cash shortage with a due from the PID fund until the assessments can be increased to cover the shortfall.

Bastrop Economic Development Corporation includes:

- Increase expense for redevelopment at 921 Main Street.

**POLICY EXPLANATION:**

- The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.
- The Financial Management Policy states that the level of budgetary control is the department level in all funds. When budget amendments are required between departments and funds, these must be approved by City Council through an Ordinance. The Financial Management Policy further states that the contingency account can be increased by the amount available from vacancy savings on a quarterly basis.

**FUNDING SOURCE:**

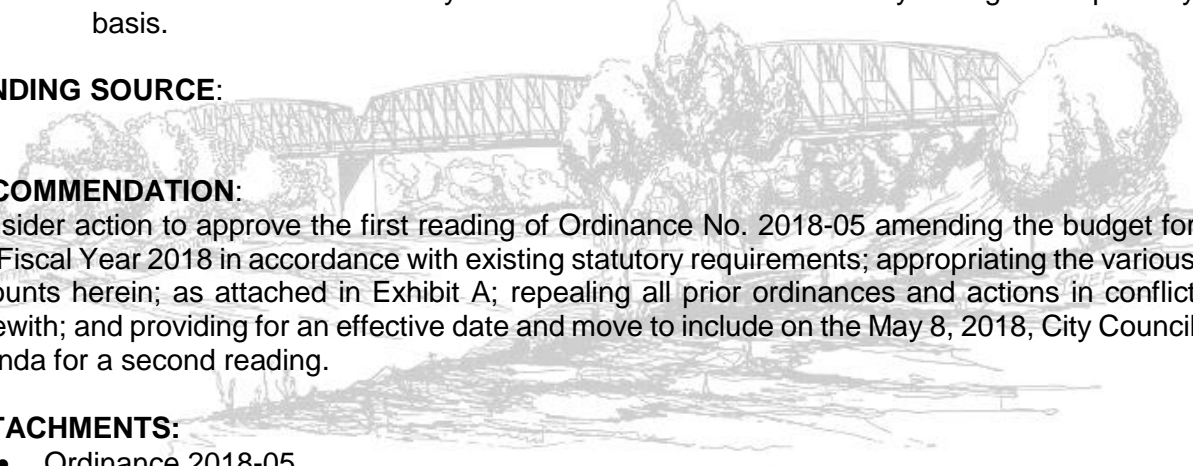
N/A

**RECOMMENDATION:**

Consider action to approve the first reading of Ordinance No. 2018-05 amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date and move to include on the May 8, 2018, City Council agenda for a second reading.

**ATTACHMENTS:**

- Ordinance 2018-05
- Exhibit "A"





**ORDINANCE NO. 2018-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2018 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; AS ATTACHED IN EXHIBIT A; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Bastrop has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2018; and

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

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

**Section 1:** That the proposed budget amendments for the Fiscal Year 2018, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2018.

**Section 2:** This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

**Section 3:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 4:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 24<sup>th</sup> day of April 2018.

READ and ADOPTED on Second Reading on the 8<sup>rd</sup> day of May 2018.

**APPROVED:**

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Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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Alan Bojorquez, City Attorney

**Exhibit "A"**  
**FY 2018**  
**BUDGET AMENDMENTS**  
**GENERAL FUND**

Audited Fund Balance as of 9-30-17	3,261,139	
FY2018 Budgeted Revenues	10,712,030	
FY2018 Budgeted Expenses	(10,712,030)	
1/2018 Budget Amendments (net)	(252,328)	
4/2018 Budget Amendments (net)	0	
Ending Fund Balance	<u>3,008,811</u>	(25% policy = \$2,678,008)

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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**New Revenue:**

**Matching Revenues to Expenditures:**

Total Revenues 0

**Matching Expenditures to Revenues:**

**New Expenditures:**

PD-Emergency Mgmt	Increase	50,000	Equipment	101-09-14-5206
Organizational	Decrease	(50,000)	Contingency	101-02-00-5900
Finance	Decrease	(21,925)	Operational Salaries	101-05-00-5101
IT	Decrease	(3,000)	Group Insurance	101-07-00-5155
Police	Decrease	(24,342)	Operational Salaries	101-09-21-5101
Public Works	Decrease	(23,514)	Operational Salaries	101-18-10-5101
Parks	Decrease	(17,304)	Operational Salaries	101-18-19-5101
Organizational	Increase	90,085	Contingency	101-02-00-5900
Total Expenditures		<u>0</u>		
Net Change		0		

**FY 2018  
BUDGET AMENDMENTS  
WATER/WASTEWATER FUND**

Operating Fund Balance as of 9/30/17	4,221,052
FY 2018 Budgeted Revenues	5,121,640
FY 2018 Budgeted Expenses	(6,679,564)
4/2018 Budget Amendments (net)	<u>(60,000)</u>
Ending Fund Balance	<u>2,603,128</u>

<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
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**Matching Revenues to Expenditures:**

Total Revenues 0

**Matching Expenditures to Revenues:**

Increase

<b>New Expenditures:</b>			
Administration	Increase	(60,000) Professional Services	202-35-10-5505
	Increase		
	Total Expense	<u>(60,000)</u>	
	Net Change	(60,000)	

**FY 2018**  
**BUDGET AMENDMENTS**  
**VEHICLE & EQUIPMENT REPLACEMENT FUND**

Audited Fund Balance as of 9-30-17	982,991
FY2018 Budgeted Revenues	561,371
FY2018 Budgeted Expenses	(82,000)
1/2018 Budget Amendments (net)	(293,276)
4/2018 Budget Amendments (net)	(57,000)
Ending Fund Balance	<u>1,112,086</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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**Matching Revenues to Expenditures:**

Total Revenue 0

**Matching Expenditures to Revenues:**

**New Expenditures:**

Fire	Increase	(7,000)	Equipment	380-00-00-6010
IT	Increase	(20,000)	Capital Outlay	380-00-00-6000
W/WW	Increase	(30,000)	Vehicle	380-00-00-6030

Total Expense (57,000)  
Net Change (57,000)

**FY 2018  
BUDGET AMENDMENTS  
BP&L**

Operating Fund Balance as of 9/30/17	4,264,411
FY2018 Budgeted Revenues	7,323,696
FY2018 Budgeted Appropriations	(7,908,734)
4/2018 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u><u>3,679,373</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
<b>Matching Revenues to Expenditures:</b>				
	Neutral	25,000	Special Project Reimbursement	404-00-00-4317
	Total Revenues <u>25,000</u>			
<b>Matching Expenditures to Revenues:</b>				
	Neutral	(25,000)	Special Project Expense	404-60-00-6401
<b>New Expenditures:</b>				
	Total Expense <u>(25,000)</u>			
	Net Change 0			

**FY 2018  
BUDGET AMENDMENTS  
BASTROP ECONOMIC DEVELOPMENT CORP.**

Audited Fund Balance as of 9-30-17	3,895,093
FY 2018 Budgeted Revenues	3,708,922
FY 2018 Budgeted Expenses	(5,141,465)
4/2018 Budget Amendments (net)	(40,000)
Ending Fund Balance	<u>2,422,550</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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**Matching Revenues to Expenditures:**

Total Revenue 0

**Matching Expenditures to Revenues:**

**New Expenditures:**

Increase	(40,000)	921 Main Street Redevelopment	601-70-00-6714
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Total Expense (40,000)

Net Change (40,000)

**FY 2018  
BUDGET AMENDMENTS  
HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT**

Audited Fund Balance as of 9-30-17	44,462
FY 2018 Budgeted Revenues	379,237
FY 2018 Budgeted Appropriations	(415,750)
4/2018 Budget Amendments (net)	<u>(40,000)</u>
Ending Fund Balance	<u><u>(32,051)</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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**Matching Revenues to Expenditures:**

Total Revenue 0

**Matching Expenditures to Revenues:**

**New Expenditures:**

Increase      (40,000)    Legal Services      710-00-00-5525

Total Expense (40,000)

Net Change      (40,000)





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 10A

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code as per the written request of S. Adcock to hear his appeal from a disciplinary employment action (termination as Director of Public Safety) in accordance with Chapter 7, Section 8 of the City's Personnel Policies Manual. City Council may also convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with the City Attorney.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 10B

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss code compliance and anticipated litigation with the City Attorney regarding 2505 Main Street.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** April 24, 2018

**AGENDA ITEM:** 11

**TITLE:**

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

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

