

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



April 13, 2021 Executive Session at 5:30 P.M. and Regular Session at 6:30 P.M.

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON APRIL 13, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. EXECUTIVE SESSION

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel for a de-briefing regarding the withdrawn matter of Cause No. D-1-GN-21-00128 Cox v City of Bastrop in the 201st District Court of Travis County, TX.

3. **TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
4. **CALL TO ORDER – REGULAR SESSION – 6:30 P.M.**
5. **PLEDGE OF ALLEGIANCE**

TEXAS PLEDGE OF ALLEGIANCE
Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
6. **INVOCATION – Jimmy Cottle, Police Chaplain**
7. **PRESENTATIONS**
 - 7A. Mayor's Report
 - 7B. Council Members' Report
 - 7C. City Manager's Report
 - 7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 18th as National Lineman Appreciation Day. (Submitted by: Paul A. Hofmann, City Manager)
 - 7E. Receive presentation on the Temporary Disaster Exemption for Disaster Declaration by Faun Cullens, Chief Appraiser with the Bastrop Central Appraisal District. (Submitted by: Tracy Waldron, Chief Financial Officer)
8. **WORK SESSION/BRIEFINGS - NONE**
9. **STAFF AND BOARD REPORTS**
 - 9A. Receive presentation on the Comprehensive Employee Classification and Compensation Study, including the list and schedule of City Holidays, and provide direction as appropriate. (Submitted by: Tanya Cantrell, Human Resources Director)
 - 9B. Receive Quarterly Report from Bastrop Museum and Visitor Center. (Submitted by: Tracy Waldron, Chief Financial Officer)
 - 9C. Receive Quarterly Report from Bastrop Opera House. (Submitted by: Tracy Waldron, Chief Financial Officer)
 - 9D. Receive Quarterly Report from Lost Pines Art Center. (Submitted by: Tracy Waldron, Chief Financial Officer)
 - 9E. Receive Quarterly Report from Bastrop Economic Development Corporation. (Angela Ryan, Operations Manager; Jean Riemenschneider, Project Manager)
 - 9F. Receive Quarterly Report from Visit Bastrop. (Submitted by: Tracy Waldron, Chief Financial Officer)
 - 9G. Receive update on the Hotel Occupancy Tax revenue projections for Fiscal Year 2021, and provide direction as appropriate. (Submitted by: Tracy Waldron, Chief Financial Officer)

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on April 13, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

11. CONSENT AGENDA

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

- 11A. Consider action to approve City Council minutes from the March 23, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11B. Consider action to approve the following resolutions of the City Council of the City of Bastrop, Texas approving Public Improvement Plan Agreements:
- Resolution No. R-2021-36 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 2, as attached in Exhibit A,
 - Resolution No. R-2021-37 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 3, as attached in Exhibit A,
 - Resolution No. R-2021-38 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove Section 4, Phase 1A, as attached in Exhibit A,
 - Resolution No. R-2021-39 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove, Section 4 Phase 1B, as attached in Exhibit A,
 - Resolution No. R-2021-40 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 5, as attached in Exhibit A,
 - Resolution No. R-2021-41 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 5, as attached in Exhibit A,
 - Resolution No. R-2021-42 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 6, as attached in Exhibit A;

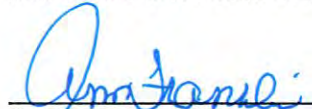
authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Planning Director)

12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 12B. Hold public hearing and consider action to approve Resolution No. R-2021-34 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 924 Main St, within the city limits of Bastrop, Texas, as shown in Exhibit A, within the city limits of Bastrop, Texas; establishing an effective date. (Submitted by: Allison Land, Planner II)
- 12C. Hold public hearing and consider action to approve Resolution No. R-2021-35 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.85 acres of Bastrop Town Tract A11, located near Farm Street and Willow Street in Fisherman's Park, to be known as the Mason Chalmers Fireplace, within the City Limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Planning Director)
- 12D. Consider action to approve Resolution No. R-2021-43 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Robbie Sanders to Place 1 and Bryan Whitten to Place 5 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 12E. Consider action to approve Resolution No. R-2021-44 of the City Council of the City of Bastrop, Texas, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the 2021-2022 Texas Community Development Block Grant Program-Community Development Fund grant of up to \$350,000 water line improvements; authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the Community Development Block Grant Program; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 12F. Consider action to approve adoption of a Citizen Participation Plan and Citizen Complaint Procedures, attached as Exhibit A, to be followed during application for and implementation of Texas Community Development Block Grant Program projects under the Texas Department of Agriculture. (Submitted by: Tracy Waldron, Chief Financial Officer)

14. 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 and said Notice was posted on the following date and time: Thursday, April 8, 2021 at 2:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: April 13, 2021

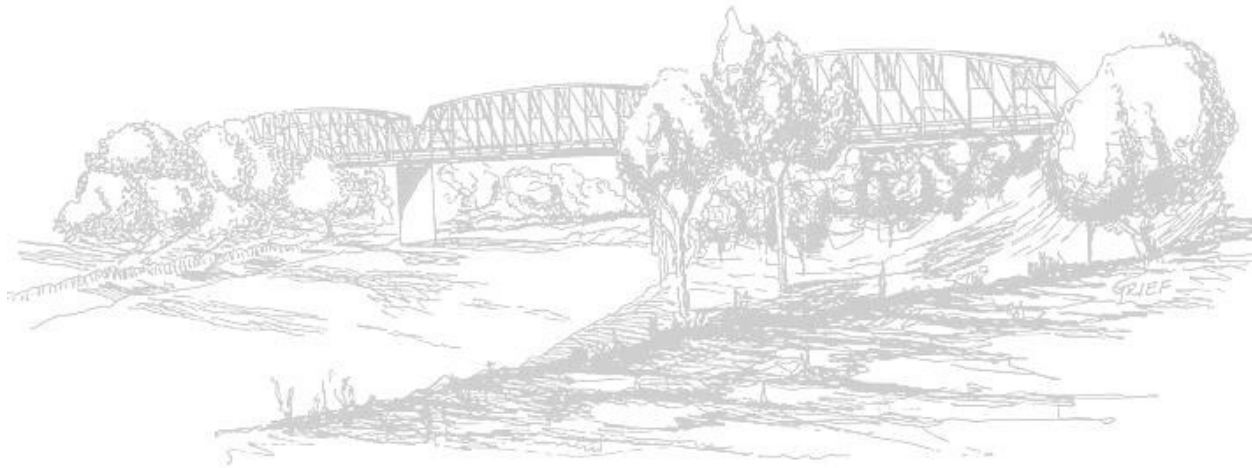
AGENDA ITEM: 2A

TITLE:

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

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: April 13, 2021

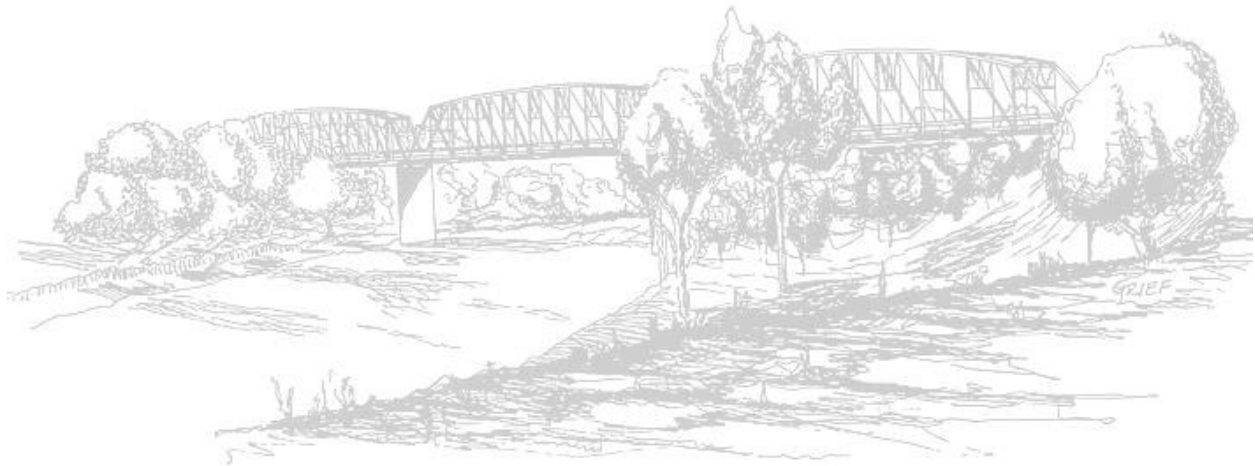
AGENDA ITEM: 2B

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel for a de-briefing regarding the withdrawn matter of Cause No. D-1-GN-21-00128 Cox v City of Bastrop in the 201st District Court of Travis County, TX.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 3

TITLE:

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

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 7A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report

April 13, 2021



Latest Activities

March 24 – April 4

Events in 2021: 106



Planned Events

April 5 - 13

- April 5
 - Centennial Committee Planning Meeting
 - Library Board Meeting
- April 6 – Radiant Mama Ribbon Cutting
- April 7
 - Chamber Luncheon (Convention Center)
 - Bobby in the Lobby (BISD)
- April 8
 - Mayor's Prayer Lunch (Bastrop Ministerial Alliance)
 - Alive After Five (Rogue Prosthetics)
- April 13 - City Council Meeting



Upcoming Events & City Meetings

- April 15 –
 - Colorado River Collegiate Academy Partner Mtg (Generation Citizen)
 - Heart of Bastrop Talk Show Filming
- April 16
 - Emile Career Day
 - Roadrunner Radiology & Lone Star House Call Physicians Ribbon Cutting
- April 19 – BEDC Board Meeting
- April 20 – EOC Policy Group Meeting
- April 22 – Heart of Bastrop Talk Show Filming
- April 24 - 7th Annual Murder Trial: The Killing of Arthur Burford
- April 27 - City Council Meeting





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 7B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 7C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 7D

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing April 18th as National Lineman Appreciation Day.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, This holiday can be traced back to April 10, 2013. This is when United States Senate Resolution 95 established the 18th of April as National Lineman Appreciation Day; and

WHEREAS, This day was established then because the year before a hurricane had disrupted the power in 24 U.S states, toppling power lines and caused over \$65 billion dollars in damages; and

WHEREAS, After this natural disaster, linesmen all over the country worked hand-in-hand to restore power in the U.S.; and

WHEREAS, The Lineworker profession began during the 1840s to work on telegraph lines; and

WHEREAS, In the United States, there are over 9 million miles of wire on 170 million wooden poles; and

WHEREAS, National Lineman Day is a time to express our utmost appreciation to the great men and women that work on a daily basis in ensuring reliable electricity, a role that is performed almost invisibly; and

WHEREAS, the City of Bastrop is especially proud of the hard-working linemen of Bastrop Power and Light, who have allowed us to become accustomed to having very few outages lasting a short amount of time; and

WHEREAS, the City Council encourage all residents to also recognize the vital role our linemen play in providing safe, reliable, affordable electricity by expressing your thanks on social media using #ThankALineman.

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby recognize April 18, 2021 as:

NATIONAL LINEMAN APPRECIATION DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 13th day of April, 2021.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 7E

TITLE:

Receive presentation on the Temporary Disaster Exemption for Disaster Declaration by Faun Cullens, Chief Appraiser with the Bastrop Central Appraisal District.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

In the Tax Code, section 11:35, there is a temporary exemption for qualified property damaged by disaster. Governor Abbott declared the winter storm Uri disaster on February 12, 2021. Section 11.35 (c) states

"if the governor first declares territory in a taxing unit to be a disaster area as a result of a disaster on or after the date a taxing unit adopts a tax rate for the tax year in which the declaration is issued, a person is not entitled to the exemption for that tax year unless the governing body of the taxing unit adopts the exemption in the manner b=provided by law for official action by the body."

Since the City of Bastrop has not adopted the tax rate for 2021 as of the declaration of this disaster, the exemption is mandatory, and no action is required by the governing body.

Ms. Cullen's presentation will explain how this exemption will be applied and the effect it could have on property values for 2021.

ATTACHMENTS:

- presentation

IMPACT OF TEMPORARY DISASTER EXEMPTION ON TAX BASE

WINTER STORM URI

FEBRUARY 10 –
17, 2021



DISASTER DECLARATIONS

Governor Abbott declared a statewide disaster for all 254 counties on February 12, 2021.

- Invokes Temporary Disaster Exemption
Tax Code 11.35 (adopted 2019)

STATE MANDATE VS LOCAL OPTION

- **State Mandated** if disaster occurs **before** tax rates are adopted.
- **Local Option** if disaster occurs **after** tax rates are adopted.

QUALIFIED PROPERTY



Business Personal Property

Must file a rendition to qualify



Residential and Commercial Buildings



Mobile Homes



**Qualified property must be at
least 15% damaged**

APPLICATION

- Application required.
- Deadline to file is 105th day after the date that the Governor declares the disaster.
- Owner must submit estimated cost to repair and supporting documentation (photos, etc...).

Application deadline for Winter Storm Uri Disaster
Friday, May 28, 2021

ASSIGNING A DAMAGE ASSESSMENT LEVEL

Level 1 -- 15%

Between 15 and 30% damaged. Minimal damage, may continue to be used as intended

Level 2 -- 30%

Between 30 and 60% damaged. Nonstructural damage to roof, walls, foundation and mechanical components. Waterline < 18 in.

Level 3 -- 60%

Between 60 and 99% damaged. Structural damage requiring extensive repair. Waterline > 18 in.

Level 4 -- 100%

Total loss. Repair of building is not feasible.

** Exemption % does not apply to land value*

PRORATION

If the disaster happens after the beginning of the tax year, a proration is required.

- Divide total number of days in the year (365) by the number of days remaining in the year to include the day that the disaster declaration is issued.
 - $2/12/2021-12/31/2021 = 322$ days
 - $322/365 = 0.882192$

TYPES OF DAMAGE

- Frozen pipes and flooding
 - Plumbing
 - Slab and access repairs
 - Drywall
 - Flooring
- Fixtures and mechanical failures
- Roof damage from snow weight and falling tree limbs
- Business equipment and inventory
 - Business vehicle damage from accidents

Improvement	\$	230,000
Land	\$	110,000
	\$	340,000
Damage Cost Estimates	\$	46,000
Percent of Imprv		20.0%
Damage Assessment Level		1
Level % Exemption		15%
Date of Disaster		2/12/2021
Days Remaining in Year		323
		365
Proration Percentage		88%
Exemption Amount	\$	34,500
Prorated Exemption Amount	\$	30,360

POTENTIAL IMPACT

“We expect insured losses for US P&C insurers to total in the billions of dollars, with claims from homeowners, commercial property, and auto lines of business,” Moody’s said in its report.

POTENTIAL IMPACT

The Insurance Council of Texas (ICT) has said the storm “may be the costliest winter weather event in the state’s history.” Hundreds of thousands of claims are expected as a result of the storm, according to ICT spokesperson Camille Garcia. The Independent Insurance Agents of Texas said in a statement on its website that it “is expected to be the largest insurance claim event in Texas history.”

POTENTIAL IMPACT

Karen Clark & Company has told its clients in a briefing document that the ultimate industry loss from this winter storm was already likely in the double-digit billions of dollars, on a modelled estimate basis. Before later updating its insured industry loss for the storm to \$18 billion, more than half of which will be from Texas.

POTENTIAL IMPACT

Local Impact still to be determined

- Damage still being discovered
- Application deadline May 28, 2021
- Minimum 15% is a significant threshold for qualification that many properties, although damaged, may have difficulty meeting.
- Tax Code 11.35(g)(1) - “a Level 1 damage assessment rating if the property is at least 15 percent, but less than 30 percent, damaged, **meaning** *that the property suffered minimal damage* and may continue to be used as intended”
 - Statutory language, if interpreted differently by property owners and tax agents, may be protested and granted by Appraisal Review Boards significantly increasing the value lost to disaster exemption.

TAX RATE CALCULATIONS

In the tax rate calculation worksheets there is not a deduction of the disaster exemption amount from the taxable value; however, the disaster does invoke other provisions of the tax rate calculation affecting M&O and voter approval tax rates.

- Taxing units should consult their attorney to determine how the disaster will impact their tax rate calculations.

TAX RATE CALCULATIONS

- **Taxing Units other than School District or Water District:**
 - “Taxing unit affected by disaster declaration. If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08”

TAX RATE CALCULATIONS

- **School Districts:**
 - “A district must complete an efficiency audit before seeking voter approval to adopt a M&O rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election. Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two -year period following the date of the declaration without conducting an efficiency audit”.

TAX RATE CALCULATIONS

- **Water Districts:**
 - “If any part of a developed water district is located in an area declared a disaster area during the current tax year by the governor or by the president, the board of the district may calculate the voter-approval tax rate in the manner provided in Water Code Section 49.23601(a) and determine whether an election is required to approve the adopted tax rate in the manner provided in Water Code Section 49.23601(c). In such cases, the developed water district may use this form to calculate its voter-approval tax rate.”

QUESTIONS

Contact: Bastrop Central Appraisal District faun@bastropcad.org

512-303-1930



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9A

TITLE:

Receive presentation on the Comprehensive Employee Classification and Compensation Study, including the list and schedule of City Holidays, and provide direction as appropriate.

AGENDA ITEM SUBMITTED BY:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

Public Sector Personnel Consultants (PSPC) were selected to conduct a comprehensive classification and compensation study for FY2021. The last study was completed in 2015. It is recommended that Cities repeat this process every 3 to 5 years. Employees were required to review their specific position descriptions and complete an extensive Job Analysis Questionnaire that was then reviewed by the employee's supervisor and/or department director for accuracy prior to being submitted to PSPC. Seventeen cities were selected by PSPC as pay comparators which entailed collecting data from the entities, applying a trend factor, calculating the average mid-point and comparing that to our current midpoint.

POLICY EXPLANATION:

N/A

FISCAL IMPACT:

A budget amendment will be presented to Council at the April 27, 2021 meeting.

RECOMMENDATIONS FOR FY2021:

- Provide a mid-year adjustment of 2% to the pay scale and salaries, estimated cost is \$76,000.
- Move employees to their current step within the pay grade proposed for their job (for those whose pay grade is recommended for market movement), estimated cost is \$200,000. Please note, positions at pay grade 30 and above will only be moved to the next nearest step above their current salary.
- Increase City Holidays from 12 to 13.

RECOMMENDATIONS FOR POSSIBLE INCLUSION IN FY2022 BUDGET:

- Plan to budget for step increases.
- Increase longevity pay from \$3.00/month to \$5.00/month.
- Increase vacation time accruals for employees with 10 or more years of service.
- Firefighters certification pay.
- Increase certification pay for Police Officers.
- Shift Differential pay for Police Officers.
- Retention Bonus for Police Officers to be paid out sooner, no change in the amount.

- Contribution to dependent insurance premiums
- Increase Texas Municipal Retirement System (TMRS) contribution from 6% to 7%

ATTACHMENTS:

Executive Summary

Executive Summary Power Point Presentation

Classification Plans with Proposed Grade Placements

Title Changes

Benefits Survey Data



CLASSIFICATION AND COMPENSATION STUDY

Proposed FY 2021-2022 Plan for the City of Bastrop



**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

(888) 522-7772

www.pspc.us

1. EXECUTIVE SUMMARY

It is with pleasure that we present this summary describing the findings and recommendations from the FY 2021-2022 Classification and Compensation Study.

A. SUMMARY OF FINDINGS

1. The City has approximately 108 unique job descriptions in use for providing municipal services; minor title modifications have been proposed (displayed in the Appendix) to best reflect the “work of today”.
2. Using +/- 5% to define competitive, the City’s current civilian pay grades are below market average for 31% of the survey sample, and competitive for 69% of the survey sample (page 2).
3. Using +/- 5% to define competitive, the City’s current Police pay grades are competitive for most line staff ranks (except for -5% at top out of Police Officer), and falling below market for the rank of Lieutenant (page 3).
4. When including benefits in the comparisons, the City of Bastrop’s premium contributions towards dependent/family health, dental, and vision insurance lags slightly below market practices as the market cities pay an average of 35% of the dependent/family premiums.
5. The City’s longevity pay program is below market average; the average provided in the survey cities is \$5 per month of service compared to Bastrop at \$3 per month of service (page 3).
6. Retirement plan contributions lag below market average as 11 of the 14 survey cities provide a “14% employer, 7% employee” contribution program, compared to Bastrop at “12% employer, 6% employee” (page 3).
7. Updated pay grade placements including a 2% increase to the pay tables have been proposed using the available market data and our interpretation of the City’s hierarchy and internal equity (page 4 and Appendix).
8. If pay grades are adopted “at market average”, the estimated 12-month base pay cost to place employees on to their new proposed pay grades after a 2% increase and at their same earned step¹ is \$157,200 or 2.12% of total base payroll.

1 – positions above grade 30 taken to next nearest step only

B. SUMMARY OF RECOMMENDATIONS

1. Adopt the new pay grade placements for all employees found in the Appendix.
2. Provide a mid-year adjustment of 2% to the pay scale and salaries, estimated cost is \$76,000 plus benefits.
3. Move employees to their current step within the pay grade proposed for their job (for those whose pay grade is recommended for market movement).
4. Continue to provide salary increases within the new pay grades as budget allows (steps).

2. EXTERNAL COMPARISONS

The following paragraphs and tables describe the market data collected and used for pay plan development. Details on the benefits comparisons appear in the appendix.

A. SURVEY COMPARATORS

We obtained salary plan, benefits, and job description details from the following employers for comparison:

Boerne	Elgin	Leander
Brenham	Fredericksburg	Lockhart*
Bridgeport	Georgetown	Pflugerville
Burnet	Granbury	Seguin
Copperas Cove	Hutto*	Smithville
Dripping Springs	Kerrville	

* limited data reported at time of report

Data from the private sector was also included wherever job matches exist using Economic Research Institute's Salary Assessor for the local / regional market.

B. SURVEY METHODOLOGY: MIDPOINT COMPARISONS

Market salary structures and the prevailing rates are often represented by their Midpoints, which are the amounts employers pay for sustained competent job performance.

The Midpoint is the most objective, occupation-specific and consistent component of salary structures among employers, as the varying widths of salary ranges are too great to utilize Minimum or Maximum. Midpoint is not affected by actual salary averages which may reflect longevity, pay-for-performance, and a myriad of subjective salary plan administration characteristics of the comparator employers.

For all classifications we compared the City's mathematical midpoints (bottom step plus top step, divided by two) to the same calculated midpoints found in the market. Additional analysis at entry and top out were performed for Police classifications.

C. MARKET COMPETITIVENESS COMPARISON – CIVILIAN BASE PAY

The following table summarizes the City's variance to market; the City's current pay grades are competitive for 69% of the survey sample, and behind market by more than -5% for 31% of the survey sample.

<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>
Below	26	31%	- 9.35%
Comparable	36	43%	- 0.07%
Above	22	26%	+ 11.36%

D. MARKET COMPETITIVENESS COMPARISON – POLICE BASE PAY

The following table summarizes the City's variance to market; the City's current pay grades for Police classifications are fairly competitive for line staff, and behind market by more than -5% for supervisory and command staff:

Rank	Variance	
	Entry	Top
Police Recruit	15.29%	-4.62%
Police Officer	1.11%	-5.33%
Police Detective	5.53%	-1.19%
Police Sergeant	-4.67%	-7.94%
Police Lieutenant	-11.29%	-14.24%

See Police Pay Scale for proposed adjustments including adding steps to top of several ranks

E. MARKET COMPETITIVENESS COMPARISONS – BENEFITS

The City is offering a lower pension contribution and lower health insurance premium allowances than are typically found among the comparator agencies.

<u>Benefit Offering</u>	<u>Bastrop</u>	<u>Market Average</u>	<u>Market Variance</u>
Employee Health Insurance - Employer Pays	100%	96%	At Market
Family Health Insurance - Employer Pays	0%	35%	Behind Market
Retirement	TMRS	TMRS	
Retirement Match	2:1 (12% / 6%)	2:1 (14% / 7%)	Behind Market
Paid Time Off - Vacation Hours at Year 1	10 Days	10.5 Days	At Market
Paid Time Off - Vacation Hours at Year 10	15 Days	18.5 Days	Slightly Behind Market
Paid Holidays	12 Days	13 Days	Slightly Behind Market
Longevity	\$3/mo of service	\$5/mo of service	Slightly Behind Market
Fire Certification Pay	\$0	\$50-\$100/mo	Behind Market

Additional pay and benefits details are found in the Appendices

3. UPDATED PAY GRADE PLACEMENTS AND IMPLEMENTATION

A listing of the suggested pay grades for each classification can be found in the Appendix. The narrative below is provided to describe the steps taken in the updating process.

A. ASSIGNMENT OF JOB CLASSES TO SALARY GRADES

Survey benchmark job classes were placed as close to the prevailing rates for comparable job classes as was practical, with consideration given for job complexity, minimum qualifications, and supervision exercised.

We utilized our professional judgment to prevent illogical relationships that could result from survey data directly linked into salary ranges, as there is no automatic logical job content relationship among survey data collected from various employers. Non-benchmark job classes were linked to benchmark job classes by professional judgment.

B. INITIAL IMPLEMENTATION AND ANNUAL UPDATES

We recommend the City's salary plan be established with approval of the proposed pay grade placements, and subsequent plan updates made on the basis of the external prevailing rates.

Proposed Implementation – “At Market”

- Adopt new pay table including 2% increase effective 4/1/2021
- Adopt new pay grades and bring all employees to their current step within the new grade

Subsequent Years

- Example: Adjust Pay Scales 2%: estimated cost \$151,000 plus benefits
- Regular adjustments to salaries within adopted grades (step increases)
- Individual pay grade placement adjustments per market survey (every 4-5 years)

C. REGULAR PLAN UPDATE STEPS

1. Secure re-affirmation of the City's prevailing rate salary policy (+/-5% of market).
2. Obtain latest pay data from approved comparator employers (suggest every 2-4 years).
3. Compute the prevailing rate for each of the benchmark job classes.
4. Re-assign job classes to the salary grades whose Mathematical Midpoints most closely match prevailing rates.
5. Utilize professional judgment in job class re-assignment to prevent internal inequities and relationships not supported by relative job complexity.
6. Provide information to the City Council for budgeting purposes.

APPENDIX

PROPOSED GRADE PLACEMENTS

PUBLIC SECTOR PERSONNEL CONSULTANTS

2021-2022 COMPENSATION AND CLASSIFICATION STUDY

APRIL 13, 2021

The logo for Public Sector Personnel Consultants. It features a solid red square on the left. To its right is a white rectangular box with a thin red border. Inside this box, the words "PUBLIC SECTOR" are written in bold, black, uppercase letters. Below this, the words "PERSONNEL CONSULTANTS" are written in a smaller, black, uppercase font.

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PROJECT SCOPE

- REVIEW OF JOB TITLES AND JOB DUTIES – EMPLOYEE INPUT ON JOB QUESTIONNAIRES
- COMPENSATION SURVEY INCLUDING PAY AND BENEFITS
- PLACEMENT OF JOBS ON UPDATED PAY GRADES

CLASSIFICATION NOTES:

- APPROXIMATELY 110 JOB DESCRIPTIONS; MINOR TITLE MODIFICATIONS PROPOSED
- 2 NEW JOB CLASSIFICATIONS PROPOSED TO REFLECT WORK CURRENTLY BEING PERFORMED

SALARY SURVEY NOTES

- PSPC SOUGHT JOB DESCRIPTIONS, ORGANIZATION CHARTS, BENEFITS AND SALARY STRUCTURES FROM THE FOLLOWING ORGANIZATIONS:

Boerne	Elgin	Leander
Brenham	Fredericksburg	Lockhart
Bridgeport	Georgetown	Pflugerville
Burnet	Granbury	Seguin
Copperas Cove	Hutto	Smithville
Dripping Springs	Kerrville	

- DATA ALSO INCLUDES REGIONAL PRIVATE SECTOR WHERE APPROPRIATE

Bastrop Current Job Class	Survey Job Class	Participant Organization	Bastop Calculated Midpoint	External Midpoint	Variance	
					\$	%
Admin Assistant - Police			\$45,882	\$50,676	-\$4,794	-9.46%
	Executive Administrative Assistant	Boerne		\$68,027		
	Executive Assistant	Georgetown		\$61,611		
	Executive Assistant	Brenham		\$51,750		
	Administrative Assistant - Police	Leander		\$49,556		
	Senior Administrative Assistant	Seguin		\$48,755		
	Executive Assistant	Kerrville		\$48,644		
	Special Assistant to Chief	Pflugerville		\$43,332		
	Executive Secretary (To Chief)	Copperas Cove		\$43,316		
	Executive Assistant	Dipping Springs		\$41,820		
	Administrative Assistant I	Granbury		\$39,701		
	Administrative Assistant III	Elgin		\$39,052		
	No Match	Bridgeport		-		
	No Match	Burnet		-		
	No Match	Fredericksburg		-		
	No Match	Hutto		-		
	No Match	Lockhart		-		
	No Match	Smithville		-		
		Public Sector Rate:		<u>\$48,687</u>		
	Executive Secretary I	Regional Private Sector		<u>\$52,665</u>		
		Private Sector Rate:		<u>\$52,665</u>		
		Prevailing Rate:		<u>\$50,676</u>		

SURVEY ILLUSTRATION

Bastrop Current Job Class	Survey Job Class	Participant Organization	Bastrop Calculated Midpoint	External Midpoint	Variance	
					\$	%

Customer Service Specialist II			\$37,811	\$37,425	\$385	1.03%
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Customer Care & Account Rep II	Boerne	\$48,152
Utility Customer Service Rep	Georgetown	\$39,694
Utility Billing Specialist	Pflugerville	\$39,368
Customer Service Specialist	Elgin	\$39,052
Utility Billing Clerk/Cashier	Brenham	\$38,594
Customer Service Representative	Fredericksburg	\$38,320
Customer Service Rep I	Burnet	\$38,116
Customer Service Rep	Seguin	\$38,085
Utility Billing Clerk II	Leander	\$37,242
Utility Billing Clerk	Granbury	\$36,933
Senior Utility Clerk	Kerrville	\$36,341
Customer Service Representative	Copperas Cove	\$33,946
AP/Utility Clerk	Bridgeport	\$32,217
Utility Clerk	Smithville	\$30,389
No Match	Dripping Springs	-
No Match	Hutto	-
No Match	Lockhart	-

Public Sector Rate: \$37,603

Customer Service Representative II	Regional Private Sector	<u>\$37,248</u>
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Private Sector Rate: \$37,248

Prevailing Rate: \$37,425

SURVEY ILLUSTRATION

Bastrop Current Job Class	Survey Job Class	Participant Organization	Bastop Calculated Midpoint	External Midpoint	Variance	
					\$	%
Court Clerk - Juvenile Cases			\$41,656	\$43,869	-\$2,213	-5.05%
	Deputy MC Clerk II	Boerne		\$55,838		
	Deputy Court Clerk II	Brenham		\$46,914		
	Juvenile Case Manager	Seguin		\$46,405		
	Deputy Court Clerk, Senior	Georgetown		\$45,962		
	Court Clerk	Pflugerville		\$45,498		
	Municipal Court Clerk	Fredericksburg		\$44,360		
	Municipal Court Clerk	Burnet		\$41,964		
	Deputy Court Clerk II	Copperas Cove		\$41,257		
	Sr. Deputy Court Clerk	Leander		\$40,955		
	Deputy Court Clerk II	Elgin		\$39,052		
	Deputy Court Clerk	Granbury		\$34,355		
	No Match	Bridgeport		-		
	No Match	Dripping Springs		-		
	No Match	Hutto		-		
	No Match	Kerrville		-		
	No Match	Lockhart		-		
	No Match	Smithville		-		
				Public Sector Rate:	\$43,869	

Bastrop Current Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Police Officer			\$50,953	\$65,214
	Police Officer I	Boerne	\$51,459	\$78,021
	Police Officer	Brenham	\$50,210	\$65,411
	Police Officer	Bridgeport	\$37,502	\$50,256
	Police Officer	Burnet	\$46,758	\$65,437
	Patrol Officer - Certified	Copperas Cove	\$46,800	\$68,931
	Officer	Elgin	\$48,817	\$65,594
	Patrol Officer	Fredericksburg	\$47,764	\$71,130
	Police Officer	Georgetown	\$56,661	\$83,193
	Patrol Officer	Granbury	\$55,837	\$86,223
	Police Officer	Kerrville	\$49,046	\$62,046
	Officer I - Patrol	Leander	\$58,240	\$72,530
	Police Officer	Lockhart	\$52,874	\$64,230
	Police Officer	Pflugerville	\$55,760	\$81,885
	Police Officer	Seguin	\$53,477	\$73,715
	Police Officer	Smithville	\$44,720	\$44,720
	Not Reported	Dripping Springs		
	Not Reported	Hutto		
Average Entry / Top			\$50,395	\$68,888
Variance Entry / Top			1.11%	-5.33%

SALARY SURVEY HIGHLIGHTS

- 80+ JOBS SURVEYED FOR COMPARISON
- USING +/- 5% TO DEFINE COMPETITIVE, 31% OF JOBS SURVEYED ARE MORE THAN -5% BELOW MARKET AT MIDPOINT

<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>
Below	26	31%	-9.35%
Comparable	36	43%	-0.07%
Above	22	26%	11.36%

<u>Rank</u>	<u>Variance</u>	
	<u>Entry</u>	<u>Top</u>
Police Recruit	15.29%	-4.62%
Police Officer	1.11%	-5.33%
Police Detective	5.53%	-1.19%
Police Sergeant	-4.67%	-7.94%
Police Lieutenant	-11.29%	-14.24%

BENEFITS SURVEY HIGHLIGHTS

- THE SURVEY CITIES PROVIDE AN AVERAGE 35% CONTRIBUTION TOWARD FAMILY HEALTH INSURANCE; BASTROP DOES NOT OFFER ANY ALLOWANCE TOWARDS DEPENDENT OR FAMILY PREMIUMS
- 11 OF THE 17 SURVEY CITIES PARTICIPATE IN TMRS AT THE 14% / 7% CONTRIBUTION RATE, COMPARED TO BASTROP'S 12% / 6%
- PAID TIME OFF VACATION AND # HOLIDAYS SLIGHTLY BELOW MARKET PRACTICES
- LONGEVITY PAY AND SOME CERTIFICATION PAYS ARE BELOW MARKET

ADDITIONAL SURVEY NOTES

- THE SURVEY CITIES ADJUSTED EMPLOYEE SALARIES AND PAY SCALES FOR 2021 BY AN AVERAGE OF 2.3% FOR CIVILIAN EMPLOYEES AND 3.4% FOR PUBLIC SAFETY.
- AN OVERALL ADJUSTMENT TO THE CITY'S PAY TABLE WOULD BE APPROPRIATE.

PAY PLAN UPDATING

- A MID YEAR 2% ADJUSTMENT TO THE PAY TABLE RESULTS IN A 6-MONTH COST OF \$76,000
- UPDATED PAY GRADES HAVE BEEN PROPOSED FOR JOBS BELOW MARKET, TO RE-ALIGN THE CITY'S PAY GRADES TO +/- 5% OF MARKET
- PLACEMENT OF EMPLOYEES ON THEIR EARNED STEP WITHIN THE PROPOSED PAY GRADE TO RESULT IN "FULL MARKET EQUITY ADJUSTMENT"
- ESTIMATED BASE PAY 12-MONTH COST OF MARKET IS \$157,200 OR 2.12% OF BASE PAYROLL
- ONGOING AND FUTURE STEP INCREASES AND OCCASIONAL MARKET OR COST OF LIVING ADJUSTMENTS TO SCALES AND SALARIES REMAIN APPROPRIATE

QUESTIONS?

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PSPC		PAY GROUP	PAY BASIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16
	1		A	19,412.64	19,897.90	20,395.44	20,905.25	21,427.95	21,963.55	22,512.67	23,075.52	23,652.51	24,243.86	24,849.97	25,471.26	26,107.95	26,760.66	27,429.58	28,115.36
			M	1,617.72	1,658.16	1,699.62	1,742.10	1,785.66	1,830.30	1,876.06	1,922.96	1,971.04	2,020.32	2,070.83	2,122.61	2,175.66	2,230.05	2,285.80	2,342.95
			B	746.64	765.30	784.44	804.05	824.15	844.75	865.87	887.52	909.71	932.46	955.77	979.66	1,004.15	1,029.26	1,054.98	1,081.36
			H	9.33	9.57	9.81	10.05	10.30	10.56	10.82	11.09	11.37	11.66	11.95	12.25	12.55	12.87	13.19	13.52
	2		A	20,363.20	20,862.40	21,382.40	21,902.40	22,443.20	22,984.00	23,545.60	24,128.00	24,731.20	25,334.40	25,958.40	26,603.20	27,248.00	27,913.60	28,600.00	29,307.20
			M	1,696.93	1,738.53	1,781.87	1,825.20	1,869.98	1,915.33	1,962.13	2,010.67	2,060.93	2,111.20	2,163.20	2,216.93	2,272.67	2,330.33	2,389.33	2,442.27
			B	783.20	802.40	822.40	842.40	863.20	884.00	905.60	928.00	951.20	974.40	998.40	1,023.20	1,048.00	1,073.60	1,100.00	1,127.20
			H	9.79	10.03	10.28	10.53	10.79	11.05	11.32	11.60	11.89	12.18	12.48	12.79	13.10	13.42	13.75	14.09
	3		A	21,361.60	21,895.54	22,442.78	23,003.76	23,578.67	24,167.94	24,771.97	25,391.18	26,025.79	26,676.42	27,343.26	28,026.75	28,727.30	29,445.31	30,181.42	30,935.84
			M	1,780.13	1,824.63	1,870.23	1,916.98	1,964.89	2,013.99	2,064.33	2,115.93	2,168.82	2,223.03	2,278.61	2,335.56	2,393.94	2,453.78	2,515.12	2,577.99
			B	821.60	842.14	863.18	884.76	906.87	929.54	952.77	976.58	1,000.99	1,026.02	1,051.66	1,077.95	1,104.90	1,132.51	1,160.82	1,189.84
			H	10.27	10.53	10.79	11.06	11.34	11.62	11.91	12.21	12.51	12.83	13.15	13.47	13.81	14.16	14.51	14.87
4	Library Clerk VOE (was 1)	4	A	22,422.40	22,982.96	23,557.46	24,146.30	24,749.92	25,368.51	26,002.70	26,652.70	27,318.93	28,001.79	28,701.71	29,419.10	30,154.38	30,908.18	31,680.69	32,472.54
			M	1,868.53	1,915.25	1,963.12	2,012.19	2,062.88	2,114.04	2,166.89	2,221.06	2,276.58	2,333.48	2,391.81	2,451.59	2,512.87	2,575.68	2,640.06	2,706.05
			B	862.40	883.96	906.06	928.70	951.92	975.71	1,000.10	1,025.10	1,050.73	1,076.99	1,103.91	1,131.50	1,159.78	1,188.78	1,218.49	1,248.94
			H	10.78	11.05	11.33	11.61	11.90	12.20	12.50	12.81	13.13	13.46	13.80	14.14	14.50	14.86	15.23	15.61
	5		A	23,524.80	24,112.82	24,715.60	25,333.36	25,966.51	26,615.47	27,280.66	27,962.48	28,661.36	29,377.71	30,111.95	30,864.70	31,636.18	32,426.99	33,237.57	34,068.32
			M	1,960.40	2,009.40	2,059.63	2,111.11	2,163.88	2,217.96	2,273.39	2,330.21	2,388.45	2,448.14	2,508.33	2,569.46	2,631.65	2,694.94	2,759.57	2,825.93
			B	904.80	927.42	950.60	974.36	998.71	1,023.67	1,049.26	1,075.48	1,102.36	1,129.91	1,158.15	1,187.10	1,216.78	1,247.19	1,278.37	1,310.32
			H	11.31	11.59	11.88	12.18	12.48	12.80	13.12	13.44	13.78	14.12	14.48	14.84	15.21	15.59	15.98	16.38
	6		A	24,689.60	25,306.74	25,939.26	26,587.60	27,252.16	27,933.36	28,631.62	29,347.34	30,080.96	30,832.88	31,603.52	32,393.50	33,203.25	34,033.17	34,883.89	35,755.82
			M	2,057.47	2,108.89	2,161.61	2,215.63	2,271.01	2,327.78	2,385.97	2,445.61	2,506.75	2,569.41	2,633.63	2,699.46	2,766.94	2,836.10	2,906.99	2,979.65
			B	949.60	973.34	997.66	1,022.60	1,048.16	1,074.36	1,101.22	1,128.74	1,156.96	1,185.88	1,215.52	1,245.90	1,277.05	1,308.97	1,341.69	1,375.22
			H	11.87	12.17	12.47	12.78	13.10	13.43	13.77	14.11	14.46	14.82	15.19	15.57	15.96	16.36	16.77	17.19
	7		A	25,916.80	26,564.72	27,228.66	27,909.23	28,606.86	29,321.97	30,054.96	30,806.26	31,576.27	32,365.63	33,174.75	34,004.05	34,854.14	35,725.46	36,618.40	37,533.81
			M	2,159.73	2,213.73	2,269.05	2,325.77	2,383.88	2,443.50	2,504.58	2,567.19	2,631.36	2,697.14	2,764.56	2,833.67	2,904.51	2,977.12	3,051.53	3,127.82
			B	996.80	1,021.72	1,047.26	1,073.43	1,100.26	1,127.77	1,155.96	1,184.86	1,214.47	1,244.83	1,275.95	1,307.85	1,340.54	1,374.06	1,408.40	1,443.61
			H	12.46	12.77	13.09	13.42	13.75	14.10	14.45	14.81	15.18	15.56	15.95	16.35	16.76	17.18	17.61	18.05
8	Library Associate II / Admin Services	8	A	27,206.40	27,886.56	28,583.57	29,298.05	30,030.42	30,781.09	31,550.48	32,339.22	33,147.50	33,976.18	34,825.44	35,695.92	36,588.24	37,502.82	38,440.27	39,401.23
			M	2,267.20	2,323.88	2,381.96	2,441.50	2,502.53	2,565.09	2,629.21	2,694.93	2,762.29	2,831.35	2,902.12	2,974.66	3,049.02	3,125.23	3,203.36	3,283.44
			B	1,046.40	1,072.56	1,099.37	1,126.85	1,155.02	1,183.89	1,213.48	1,243.82	1,274.90	1,306.78	1,339.44	1,372.92	1,407.24	1,442.42	1,478.47	1,515.43
			H	13.08	13.41	13.74	14.09	14.44	14.80	15.17	15.55	15.94	16.33	16.74	17.16	17.59	18.03	18.48	18.94
9	Conv. Center Custodian	9	A	28,558.40	29,272.26	30,004.00	30,754.05	31,522.82	32,310.72	33,118.38	33,946.22	34,794.86	35,664.72	36,556.21	37,469.95	38,406.58	39,366.70	40,350.75	41,359.34
			M	2,379.87	2,439.35	2,500.33	2,562.84	2,626.90	2,692.56	2,759.87	2,828.85	2,899.57	2,972.06	3,046.35	3,122.50	3,200.55	3,280.56	3,362.56	3,446.61
			B	1,098.40	1,125.86	1,154.00	1,182.85	1,212.42	1,242.72	1,273.78	1,305.62	1,338.26	1,371.72	1,406.01	1,441.15	1,477.18	1,514.10	1,551.95	1,590.74
			H	13.73	14.07	14.43	14.79	15.16	15.53	15.92	16.32	16.73	17.15	17.58	18.01	18.46	18.93	19.40	19.88
10	Cemetery Assoc/Groundskeeper	10	A	29,972.80	30,722.02	31,489.95	32,277.02	33,083.86	33,910.86	34,758.46	35,627.28	36,517.94	37,430.85	38,366.43	39,325.52	40,308.53	41,316.08	42,348.80	43,407.52
			M	2,497.73	2,560.17	2,624.16	2,689.75	2,756.99	2,825.91	2,896.54	2,968.94	3,043.16	3,119.24	3,197.20	3,277.13	3,359.04	3,443.01	3,529.07	3,617.29
			B	1,152.80	1,181.62	1,211.15	1,241.42	1,272.46	1,304.26	1,336.86	1,370.28	1,404.54	1,439.65	1,475.63	1,512.52	1,550.33	1,589.08	1,628.80	1,669.52
			H	14.41	14.77	15.14	15.52	15.91	16.30	16.71	17.13	17.56	18.00	18.45	18.91	19.38	19.86	20.36	20.87
11	Merge - All Maintenance Workers	11	A	31,470.40	32,257.06	33,063.47	33,889.86	34,737.04	35,605.44	36,495.47	37,407.76	38,342.93	39,301.39	40,283.78	41,290.70	42,322.80	43,380.69	44,465.20	45,576.75
			M	2,622.53	2,688.09	2,755.29	2,824.15	2,894.75	2,967.12	3,041.29	3,117.31	3,195.24	3,275.12	3,356.98	3,440.89	3,526.90	3,615.06	3,705.43	3,798.06
			B	1,210.40	1,240.66	1,271.67	1,303.46	1,336.04	1,369.44	1,403.67	1,438.76	1,474.73	1,511.59	1,549.38	1,588.10	1,627.80	1,668.49	1,710.20	1,752.95
			H	15.13	15.51	15.90	16.29	16.70	17.12	17.55	17.98	18.43	18.89	19.37	19.85	20.35	20.86	21.38	21.91
12	PW Equipment Operator I (was 11)	12	A	33,030.40	33,856.16	34,702.51	35,569.87	36,459.07	37,370.53	38,304.66	39,262.08	40,243.63	41,249.52	42,280.58	43,337.42	44,420.69	45,531.20	46,669.38	47,836.05
			M	2,752.53	2,821.35	2,891.88	2,964.16	3,038.26	3,114.21	3,192.05	3,271.84	3,353.64	3,437.46	3,523.38	3,611.45	3,701.72	3,794.27	3,889.11	3,986.34
			B	1,270.40	1,302.16	1,334.71	1,368.07	1,402.27	1,437.33	1,473.26	1,510.08	1,547.83	1,586.52	1,626.18	1,666.82	1,708.49	1,751.20	1,794.98	1,839.85
			H	15.88	16.28	16.68	17.10	17.53	17.97	18.42	18.88	19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00

A = Annual

M = Monthly

B = Biweekly

H = Hourly

PSPC Draft Including 2%

Pay Schedule

2.5% Steps

13	Court Clerk - Collections (was 12)	13	A	34,673.60	35,540.34	36,428.70	37,339.33	38,272.62	39,229.42	40,210.14	41,215.20	42,245.42	43,301.44	44,383.87	45,493.34	46,630.48	47,796.11	48,990.86	50,215.57
13	Court Trial Coordinator (was 12)	13	M	2,889.47	2,961.69	3,035.73	3,111.61	3,189.39	3,269.12	3,350.85	3,434.60	3,520.45	3,608.45	3,698.66	3,791.11	3,885.87	3,983.01	4,082.57	4,184.63
13	Electric Lineman Trainee	13	B	1,333.60	1,366.94	1,401.10	1,436.13	1,472.02	1,508.82	1,546.54	1,585.20	1,624.82	1,665.44	1,707.07	1,749.74	1,793.48	1,838.31	1,884.26	1,931.37
13	Parks Maintenance Specialist	13	H	16.67	17.09	17.51	17.95	18.40	18.86	19.33	19.82	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14
13	PW Custodian Crew Leader (was 12)	13																	
13	PW Equipment Operator II (was 12)	13																	
13	W/WWW Plant Operator - D	13																	
14	Court Clerk - Juvenile Cases (was 13)	14	A	36,400.00	37,310.00	38,242.67	39,198.64	40,178.53	41,182.96	42,212.35	43,267.54	44,349.14	45,457.78	46,594.08	47,758.88	48,952.80	50,176.46	51,430.70	52,716.35
14	Facility Specialist	14	M	3,033.33	3,109.17	3,186.89	3,266.55	3,348.21	3,431.91	3,517.70	3,605.63	3,695.76	3,788.15	3,882.84	3,979.91	4,079.40	4,181.37	4,285.89	4,393.03
14	Library Assoc./Web & Graphics	14	B	1,400.00	1,435.00	1,470.87	1,507.64	1,545.33	1,583.96	1,623.55	1,664.14	1,705.74	1,748.38	1,792.08	1,836.88	1,882.80	1,929.86	1,978.10	2,027.55
14	PW Mechanic	14	H	17.50	17.94	18.39	18.85	19.32	19.80	20.29	20.80	21.32	21.85	22.40	22.96	23.54	24.12	24.73	25.34
14	Senior Records Technician (New)	14																	
15	GIS/ Permit Specialist	15	A	38,209.60	39,164.74	40,143.79	41,147.18	42,175.74	43,230.10	44,310.66	45,418.26	46,553.52	47,717.28	48,910.16	50,132.78	51,385.98	52,670.59	53,987.23	55,336.74
15	PZ Planning Technician	15	M	3,184.13	3,263.73	3,345.32	3,428.93	3,514.65	3,602.51	3,692.55	3,784.85	3,879.46	3,976.44	4,075.85	4,177.73	4,282.17	4,389.22	4,498.94	4,611.39
15	W/WWW Plant Operator - C (was 14)	15	B	1,469.60	1,506.34	1,543.99	1,582.58	1,622.14	1,662.70	1,704.26	1,746.86	1,790.52	1,835.28	1,881.16	1,928.18	1,976.38	2,025.79	2,076.43	2,128.34
15	Executive Admin Assistant - HR	15	H	18.37	18.83	19.30	19.78	20.28	20.78	21.30	21.84	22.38	22.94	23.51	24.10	24.70	25.32	25.96	26.60
16	Admin Assistant - Conv. Center (was 15)	16	A	40,102.40	41,104.96	42,132.48	43,185.79	44,265.31	45,371.87	46,506.10	47,668.61	48,860.24	50,081.62	51,333.57	52,616.72	53,932.11	55,280.37	56,662.32	58,078.80
16	Admin Assistant - Police (was 15)	16	M	3,341.87	3,425.41	3,511.04	3,598.82	3,688.78	3,780.99	3,875.51	3,972.38	4,071.69	4,173.47	4,277.80	4,384.73	4,494.34	4,606.70	4,721.86	4,839.90
16	Admin Assistant - Public Works (was 15)	16	B	1,542.40	1,580.96	1,620.48	1,660.99	1,702.51	1,745.07	1,788.70	1,833.41	1,879.24	1,926.22	1,974.37	2,023.72	2,074.31	2,126.17	2,179.32	2,233.80
16	Code Compliance/ Animal Control Officer	16	H	19.28	19.76	20.26	20.76	21.28	21.81	22.36	22.92	23.49	24.08	24.68	25.30	25.93	26.58	27.24	27.92
16	Executive Admin Assistant - BP&L (was 15)	16																	
16	Finance Specialist I	16																	
16	Librarian - Children's Services	16																	
16	Library Tech Services & Circ Supervisor	16																	
17	Community, Recreation & Events Specialist	17	A	42,099.20	43,151.68	44,230.37	45,336.10	46,469.49	47,631.17	48,821.76	50,042.30	51,293.22	52,575.54	53,889.89	55,237.10	56,618.02	58,033.46	59,484.26	60,971.25
17	Electric Lineman Apprentice (was 15)	17	M	3,508.27	3,595.97	3,685.86	3,778.01	3,872.46	3,969.26	4,068.48	4,170.19	4,274.43	4,381.29	4,490.82	4,603.09	4,718.17	4,836.12	4,957.02	5,080.94
17	Librarian - Young Adult (was 16)	17	B	1,619.20	1,659.68	1,701.17	1,743.70	1,787.29	1,831.97	1,877.76	1,924.70	1,972.82	2,022.14	2,072.69	2,124.50	2,177.62	2,232.06	2,287.86	2,345.05
17	Parks Crew Leader (was 16)	17	H	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	25.28	25.91	26.56	27.22	27.90	28.60	29.31
17	PW Crew Leader (was 16)	17																	
17	Special Programs Coordinator	17																	
17	W/WWW Crew Leader (was 15)	17																	
17	Utility Customer Service Coordinator	17																	
17	W/WWW Plant Operator - B (was 15)	17																	
18	Finance Specialist II	18	A	44,200.00	45,304.90	46,437.46	47,598.30	48,788.06	50,007.57	51,257.65	52,538.93	53,852.24	55,198.42	56,578.29	57,992.69	59,442.45	60,928.40	62,451.58	64,012.83
18	HR Generalist	18	M	3,683.33	3,775.41	3,869.79	3,966.53	4,065.67	4,167.30	4,271.47	4,378.24	4,487.69	4,599.87	4,714.86	4,832.72	4,953.54	5,077.37	5,204.30	5,334.40
18	IT Technician	18	B	1,700.00	1,742.50	1,786.06	1,830.70	1,876.46	1,923.37	1,971.45	2,020.73	2,071.24	2,123.02	2,176.09	2,230.49	2,286.25	2,343.40	2,401.98	2,462.03
18	W/WWW Foreman (was 17)	18	H	21.25	21.78	22.33	22.88	23.46	24.04	24.64	25.26	25.89	26.54	27.20	27.88	28.58	29.29	30.02	30.78
19	Library Associate Supervisor	19	A	46,404.80	47,564.82	48,753.74	49,972.42	51,221.66	52,502.11	53,814.59	55,159.94	56,538.77	57,952.13	59,400.85	60,885.76	62,407.90	63,967.90	65,567.01	67,206.05
19	PW Technician	19	M	3,867.07	3,963.81	4,062.81	4,164.37	4,268.47	4,375.18	4,484.55	4,596.66	4,711.56	4,829.34	4,950.07	5,073.81	5,200.66	5,330.66	5,463.92	5,600.50
19	Library Supervisor of Public Services (was 18)	19	B	1,784.80	1,829.42	1,875.14	1,922.02	1,970.06	2,019.31	2,069.79	2,121.54	2,174.57	2,228.93	2,284.65	2,341.76	2,400.30	2,460.30	2,521.81	2,584.85
			H	22.31	22.87	23.44	24.03	24.63	25.24	25.87	26.52	27.18	27.86	28.56	29.27	30.00	30.75	31.52	32.31
20	Building Inspector	20	A	48,713.60	49,931.44	51,179.65	52,459.06	53,770.50	55,114.59	56,492.38	57,904.50	59,351.97	60,835.63	62,356.32	63,915.07	65,512.93	67,150.72	68,829.49	70,550.06
20	Digital Media Specialist	20	M	4,059.47	4,160.95	4,264.97	4,371.59	4,480.87	4,592.88	4,707.70	4,825.37	4,946.00	5,069.64	5,196.36	5,326.26	5,459.41	5,595.89	5,735.79	5,879.17
20	Executive Admin Assistant - CM	20	B	1,873.60	1,920.44	1,968.45	2,017.66	2,068.10	2,119.79	2,172.78	2,227.10	2,282.77	2,339.83	2,398.32	2,458.27	2,519.73	2,582.72	2,647.29	2,713.46
20	W/WWW Chief Plant Operator	20	H	23.42	24.01	24.61	25.22	25.85	26.50	27.16	27.84	28.53	29.25	29.98	30.73	31.50	32.28	33.09	33.92
21	Accountant	21	A	51,147.20	52,425.78	53,736.38	55,079.65	56,456.61	57,867.89	59,314.53	60,797.36	62,317.22	63,875.14	65,471.95	67,108.70	68,786.22	70,505.76	72,268.35	74,075.04
21	Customer Service Supervisor (was 20)	21	M	4,262.27	4,368.81	4,478.03	4,589.97	4,704.72	4,822.32	4,942.88	5,066.45	5,193.10	5,322.93	5,456.00	5,592.39	5,732.19	5,875.48	6,022.36	6,172.92
21	Electric Lineworker - Journey (was 20)	21	B	1,967.20	2,016.38	2,066.78	2,118.45	2,171.41	2,225.69	2,281.33	2,338.36	2,396.82	2,456.74	2,518.15	2,581.10	2,645.62	2,711.76	2,779.55	2,849.04
			H	24.59	25.20	25.83	26.48	27.14	27.82	28.52	29.23	29.96	30.71	31.48	32.26	33.07	33.90	34.74	35.61
22	PZ Planning Coordinator	22	A	53,684.80	55,026.82	56,402.32	57,812.35	59,257.54	60,738.91	62,257.31	63,813.57	65,408.72	67,043.81	68,719.87	70,437.74	72,198.67	74,003.49	75,853.44	77,749.78
22	Building Inspector, Senior	22	M	4,473.73	4,585.57	4,700.19	4,817.70	4,938.13	5,061.58	5,188.11	5,317.80	5,450.73	5,586.98	5,726.66	5,869.81	6,016.56	6,166.96	6,321.12	6,479.15
22	Planner	22	B	2,064.80	2,116.42	2,169.32	2,223.55	2,279.14	2,336.11	2,394.51	2,454.37	2,515.72	2,578.61	2,643.07	2,709.14	2,776.87	2,846.29	2,917.44	2,990.38
			H	25.81	26.46	27.12	27.79	28.49	29.20	29.93	30.68	31.45	32.23	33.04	33.86	34.71	35.58	36.47	37.38

A = Annual

M = Monthly

B = Biweekly

H = Hourly

23	Court Administrator (was 21)	23	A	56,368.00	57,777.20	59,221.55	60,701.89	62,219.25	63,774.67	65,368.99	67,003.04	68,678.06	70,394.90	72,154.58	73,958.35	75,807.26	77,702.35	79,644.86	81,635.84
23	Parks Superintendent (was 22)	23	M	4,697.33	4,814.77	4,935.13	5,058.49	5,184.94	5,314.56	5,447.42	5,583.59	5,723.17	5,866.24	6,012.88	6,163.20	6,317.27	6,475.20	6,637.07	6,802.99
23	W/WW Plant Superintendent	23	B	2,168.00	2,222.20	2,277.75	2,334.69	2,393.05	2,452.87	2,514.19	2,577.04	2,641.46	2,707.50	2,775.18	2,844.55	2,915.66	2,988.55	3,063.26	3,139.84
	Main Street Director	23	H	27.10	27.78	28.47	29.18	29.91	30.66	31.43	32.21	33.02	33.84	34.69	35.56	36.45	37.36	38.29	39.25
24	BEDC Operations Manager	24	A	59,176.00	60,655.30	62,171.62	63,725.79	65,318.86	66,951.66	68,625.44	70,341.02	72,099.46	73,901.78	75,749.23	77,642.86	79,583.92	81,573.44	83,612.67	85,702.86
24	Exec Admin Asst to CM/Deputy City Sec	24	M	4,931.33	5,054.61	5,180.97	5,310.48	5,443.24	5,579.31	5,718.79	5,861.75	6,008.29	6,158.48	6,312.44	6,470.24	6,631.99	6,797.79	6,967.72	7,141.91
24	PZ Building Official	24	B	2,276.00	2,332.90	2,391.22	2,450.99	2,512.26	2,575.06	2,639.44	2,705.42	2,773.06	2,842.38	2,913.43	2,986.26	3,060.92	3,137.44	3,215.87	3,296.26
24	Planner II	24	H	28.45	29.16	29.89	30.64	31.40	32.19	32.99	33.82	34.66	35.53	36.42	37.33	38.26	39.22	40.20	41.20
25	City Secretary	25	A	62,129.60	63,682.74	65,274.77	66,906.53	68,579.06	70,293.39	72,050.58	73,851.65	75,697.86	77,590.24	79,529.84	81,517.90	83,555.68	85,644.42	87,785.36	89,979.97
25	Public Information Manager	25	M	5,177.47	5,306.89	5,439.56	5,575.54	5,714.92	5,857.78	6,004.21	6,154.30	6,308.15	6,465.85	6,627.49	6,793.16	6,962.97	7,137.03	7,315.45	7,498.33
25	IT System Administrator	25	B	2,389.60	2,449.34	2,510.57	2,573.33	2,637.66	2,703.59	2,771.18	2,840.45	2,911.46	2,984.24	3,058.84	3,135.30	3,213.68	3,294.02	3,376.36	3,460.77
		25	H	29.87	30.62	31.38	32.17	32.97	33.79	34.64	35.51	36.39	37.30	38.24	39.19	40.17	41.18	42.20	43.26
26	Electric Foreman (was 25)	26	A	65,228.80	66,859.52	68,531.01	70,244.10	72,000.03	73,799.86	75,644.82	77,535.74	79,474.10	81,460.91	83,497.23	85,584.51	87,724.00	89,916.94	92,164.80	94,468.82
26	Streets & Drainage Superintendent (was 25)	26	M	5,435.73	5,571.63	5,710.92	5,853.67	6,000.00	6,149.99	6,303.73	6,461.31	6,622.84	6,788.41	6,958.10	7,132.04	7,310.33	7,493.08	7,680.40	7,872.40
		26	B	2,508.80	2,571.52	2,635.81	2,701.70	2,769.23	2,838.46	2,909.42	2,982.14	3,056.70	3,133.11	3,211.43	3,291.71	3,374.00	3,458.34	3,544.80	3,633.42
		26	H	31.36	32.14	32.95	33.77	34.62	35.48	36.37	37.28	38.21	39.16	40.14	41.15	42.18	43.23	44.31	45.42
27	Convention Center Director	27	A	68,473.60	70,185.44	71,939.92	73,738.29	75,581.58	77,471.06	79,407.74	81,392.90	83,427.55	85,513.17	87,650.99	89,842.06	92,088.05	94,390.19	96,749.74	99,168.37
27	Main Street Manager (was 25)	27	M	5,706.13	5,848.79	5,994.99	6,144.86	6,298.47	6,455.92	6,617.31	6,782.74	6,952.30	7,126.10	7,304.25	7,486.84	7,674.00	7,865.85	8,062.48	8,264.03
		27	B	2,633.60	2,699.44	2,766.92	2,836.09	2,906.98	2,979.66	3,054.14	3,130.50	3,208.75	3,288.97	3,371.19	3,455.46	3,541.85	3,630.39	3,721.14	3,814.17
		27	H	32.92	33.74	34.59	35.45	36.34	37.25	38.18	39.13	40.11	41.11	42.14	43.19	44.27	45.38	46.51	47.68
28	Assistant Finance Director (was 27)	28	A	71,884.80	73,681.92	75,523.97	77,411.98	79,347.22	81,330.70	83,363.90	85,447.86	87,584.02	89,773.42	92,017.74	94,318.02	96,675.90	99,092.66	101,569.94	104,108.99
		28	M	5,990.40	6,140.16	6,293.66	6,451.00	6,612.27	6,777.56	6,946.99	7,120.65	7,298.67	7,481.12	7,668.15	7,859.83	8,056.33	8,257.72	8,464.16	8,675.75
		28	B	2,764.80	2,833.92	2,904.77	2,977.38	3,051.82	3,128.10	3,206.30	3,286.46	3,368.62	3,452.82	3,539.14	3,627.62	3,718.30	3,811.26	3,906.54	4,004.19
		28	H	34.56	35.42	36.31	37.22	38.15	39.10	40.08	41.08	42.11	43.16	44.24	45.35	46.48	47.64	48.83	50.05
29	Electric Superintendent (was 27)	29	A	75,462.40	77,348.96	79,282.53	81,264.56	83,296.10	85,378.38	87,512.67	89,700.42	91,942.86	94,241.26	96,597.28	99,012.16	101,487.36	104,024.54	106,624.96	109,290.48
		29	M	6,288.53	6,445.75	6,606.88	6,772.05	6,941.34	7,114.87	7,292.72	7,475.03	7,661.91	7,853.44	8,049.77	8,251.01	8,457.28	8,668.71	8,885.41	9,107.54
		29	B	2,902.40	2,974.96	3,049.33	3,125.56	3,203.70	3,283.78	3,365.87	3,450.02	3,536.26	3,624.66	3,715.28	3,808.16	3,903.36	4,000.94	4,100.96	4,203.48
		29	H	36.28	37.19	38.12	39.07	40.05	41.05	42.07	43.13	44.20	45.31	46.44	47.60	48.79	50.01	51.26	52.54
30	Library Director (was 29)	30	A	79,227.20	81,207.78	83,237.86	85,318.69	87,451.52	89,637.81	91,878.59	94,175.54	96,529.89	98,943.10	101,416.64	103,951.95	106,550.70	109,214.35	111,944.56	114,742.99
		30	M	6,602.27	6,767.31	6,936.49	7,109.89	7,287.63	7,469.82	7,656.55	7,847.96	8,044.16	8,245.26	8,451.39	8,662.66	8,879.23	9,101.20	9,328.71	9,561.92
		30	B	3,047.20	3,123.38	3,201.46	3,281.49	3,363.52	3,447.61	3,533.79	3,622.14	3,712.69	3,805.50	3,900.64	3,998.15	4,098.10	4,200.55	4,305.56	4,413.19
		30	H	38.09	39.04	40.02	41.02	42.04	43.10	44.17	45.28	46.41	47.57	48.76	49.98	51.23	52.51	53.82	55.16
31	Assistant Planning Director	31	A	83,179.20	85,258.58	87,389.95	89,574.58	91,813.90	94,109.18	96,461.87	98,873.22	101,344.88	103,878.32	106,475.20	109,136.98	111,865.31	114,661.87	117,528.32	120,466.53
31	Building Official	31	M	6,931.60	7,104.88	7,282.50	7,464.55	7,651.16	7,842.43	8,038.49	8,239.43	8,445.41	8,656.53	8,872.93	9,094.75	9,322.11	9,555.16	9,794.03	10,038.88
31	Construction Manager	31	B	3,199.20	3,279.18	3,361.15	3,445.18	3,531.30	3,619.58	3,710.07	3,802.82	3,897.88	3,995.32	4,095.20	4,197.58	4,302.51	4,410.07	4,520.32	4,633.33
		31	H	39.99	40.99	42.01	43.06	44.14	45.24	46.38	47.54	48.72	49.94	51.19	52.47	53.78	55.13	56.50	57.92
32	Assistant Fire Chief/Inspector (was 31)	32	A	87,318.40	89,501.36	91,738.82	94,032.22	96,382.83	98,792.30	101,262.10	103,793.46	106,388.26	109,047.95	111,774.00	114,568.27	117,432.43	120,368.14	123,377.28	126,461.71
32	Assistant Police Chief (was 31)	32	M	7,276.53	7,458.45	7,644.90	7,836.02	8,031.90	8,232.69	8,438.51	8,649.45	8,865.69	9,087.33	9,314.50	9,547.36	9,786.04	10,030.68	10,281.44	10,538.48
32	Assistant Public Works Director	32	B	3,358.40	3,442.36	3,528.42	3,616.62	3,707.03	3,799.70	3,894.70	3,992.06	4,091.86	4,194.15	4,299.00	4,406.47	4,516.63	4,629.54	4,745.28	4,863.91
32	Director of BP&L	32	H	41.98	43.03	44.11	45.21	46.34	47.50	48.68	49.90	51.15	52.43	53.74	55.08	56.46	57.87	59.32	60.80
32	Human Resources Director (was 30)	32																	
32	IT Director	32																	
32	W/WW Superintendent	32																	
33	Director of Engineering (34 w/ PE)	33	A	91,665.60	93,957.14	96,305.87	98,713.47	101,181.18	103,710.67	106,303.39	108,960.80	111,684.77	114,476.75	117,338.62	120,272.05	123,278.69	126,360.62	129,519.52	132,757.46
33	Fire Chief (was 32)	33	M	7,638.80	7,829.76	8,025.49	8,226.12	8,431.77	8,642.56	8,858.62	9,080.07	9,307.06	9,539.73	9,778.22	10,022.67	10,273.22	10,530.05	10,793.29	11,063.12
		33	B	3,525.60	3,613.74	3,704.07	3,796.67	3,891.58	3,988.87	4,088.59	4,190.80	4,295.57	4,402.95	4,513.02	4,625.85	4,741.49	4,860.02	4,981.52	5,106.06
		33	H	44.07	45.17	46.30	47.46	48.64	49.86	51.11	52.39	53.69	55.04	56.41	57.82	59.27	60.75	62.27	63.83
34	Chief Financial Officer (was 33)	34	A	96,241.60	98,647.54	101,113.58	103,641.41	106,232.26	108,888.00	111,610.10	114,400.21	117,260.21	120,191.55	123,196.32	126,276.18	129,432.99	132,668.64	135,985.20	139,384.75
34	Director of PW/Utils/Leisure (was 33)	34	M	8,020.13	8,220.63	8,426.13	8,636.78	8,852.69	9,074.00	9,300.84	9,533.35	9,771.68	10,015.96	10,266.36	10,523.01	10,786.08	11,055.72	11,332.10	11,615.40
34	Director of Planning and Development (was 33)	34	B	3,701.60	3,794.14	3,888.98	3,986.21	4,085.86	4,188.00	4,292.70	4,400.01	4,510.01	4,622.75	4,738.32	4,856.78	4,978.19	5,102.64	5,230.20	5,360.95
		34	H	46.27	47.43	48.61	49.83	51.07	52.35	53.66	55.00	56.38	57.78	59.23	60.71	62.23	63.78	65.38	67.01

A = Annual

M = Monthly

B = Biweekly

H = Hourly

35	Police Chief	35	A	101,046.40	103,572.56	106,161.74	108,815.62	111,535.84	114,324.08	117,182.00	120,111.47	123,114.16	126,191.94	129,346.67	132,580.24	135,894.72	139,291.98	142,774.11	146,343.39
		35	M	8,420.53	8,631.05	8,846.81	9,067.97	9,294.65	9,527.01	9,765.17	10,009.29	10,259.51	10,515.99	10,778.89	11,048.35	11,324.56	11,607.67	11,897.84	12,195.28
		35	B	3,886.40	3,983.56	4,083.14	4,185.22	4,289.84	4,397.08	4,507.00	4,619.67	4,735.16	4,853.54	4,974.87	5,099.24	5,226.72	5,357.38	5,491.31	5,628.59
		35	H	48.58	49.79	51.04	52.32	53.62	54.96	56.34	57.75	59.19	60.67	62.19	63.74	65.33	66.97	68.64	70.36
		36	A	106,080.00	108,732.00	111,450.14	114,236.30	117,092.14	120,019.33	123,019.73	126,095.22	129,247.46	132,478.53	135,790.30	139,184.86	142,664.29	146,230.86	149,886.46	153,633.58
		36	M	8,840.00	9,061.00	9,287.51	9,519.69	9,757.68	10,001.61	10,251.64	10,507.93	10,770.62	11,039.88	11,315.86	11,598.74	11,888.69	12,185.91	12,490.54	12,802.80
		36	B	4,080.00	4,182.00	4,286.54	4,393.70	4,503.54	4,616.13	4,731.53	4,849.82	4,971.06	5,095.33	5,222.70	5,353.26	5,487.09	5,624.26	5,764.86	5,908.98
		36	H	51.00	52.28	53.58	54.92	56.29	57.70	59.14	60.62	62.14	63.69	65.28	66.92	68.59	70.30	72.06	73.86
37	Assistant City Manager (was 35)	37	A	111,384.00	114,168.50	117,022.67	119,948.19	122,946.72	126,020.34	129,170.70	132,399.90	135,709.81	139,102.50	142,580.05	146,144.54	149,798.06	153,542.90	157,381.33	161,315.86
		37	M	9,282.00	9,514.04	9,751.89	9,995.68	10,245.56	10,501.69	10,764.23	11,033.33	11,309.15	11,591.87	11,881.67	12,178.71	12,483.17	12,795.24	13,115.11	13,442.99
		37	B	4,284.00	4,391.10	4,500.87	4,613.39	4,728.72	4,846.94	4,968.10	5,092.30	5,219.61	5,350.10	5,483.85	5,620.94	5,761.46	5,905.50	6,053.13	6,204.46
		37	H	53.55	54.89	56.26	57.67	59.11	60.59	62.10	63.65	65.25	66.88	68.55	70.26	72.02	73.82	75.66	77.56
		38	A	116,937.60	119,861.04	122,857.49	125,928.82	129,076.90	132,303.81	135,611.22	139,001.41	142,476.26	146,038.05	149,688.86	153,430.99	157,266.72	161,198.34	165,228.13	169,358.80
		38	M	9,744.80	9,988.42	10,238.12	10,494.07	10,756.41	11,025.32	11,300.93	11,583.45	11,873.02	12,169.84	12,474.07	12,785.92	13,105.56	13,433.19	13,769.01	14,113.23
		38	B	4,497.60	4,610.04	4,725.29	4,843.42	4,964.50	5,088.61	5,215.82	5,346.21	5,479.86	5,616.85	5,757.26	5,901.19	6,048.72	6,199.94	6,354.93	6,513.80
		38	H	56.22	57.63	59.07	60.54	62.06	63.61	65.20	66.83	68.50	70.21	71.97	73.76	75.61	77.50	79.44	81.42
		39	A	122,782.40	125,851.86	129,001.60	132,225.60	135,532.80	138,923.20	142,396.80	145,953.60	149,593.60	153,337.60	157,164.80	161,096.00	165,131.20	169,249.60	173,472.00	177,819.20
		39	M	10,231.87	10,487.65	10,750.13	11,018.80	11,294.40	11,576.93	11,866.40	12,162.80	12,466.13	12,778.13	13,097.07	13,424.67	13,760.93	14,104.13	14,456.00	14,818.27
		39	B	4,722.40	4,840.46	4,961.60	5,085.60	5,212.80	5,343.20	5,476.80	5,613.60	5,753.60	5,897.60	6,044.80	6,196.00	6,351.20	6,509.60	6,672.00	6,839.20
		39	H	59.03	60.51	62.02	63.57	65.16	66.79	68.46	70.17	71.92	73.72	75.56	77.45	79.39	81.37	83.40	85.49
	Acting City Manager	40	A	128,918.40	132,141.36	135,444.82	138,830.85	142,301.54	145,858.96	149,505.41	153,242.96	157,073.90	161,000.74	165,025.74	169,151.22	173,379.86	177,714.16	182,156.83	186,710.58
		40	M	10,743.20	11,011.78	11,287.07	11,569.24	11,858.46	12,154.91	12,458.78	12,770.25	13,089.49	13,416.73	13,752.15	14,095.93	14,448.32	14,809.51	15,179.74	15,559.21
		40	B	4,958.40	5,082.36	5,209.42	5,339.65	5,473.14	5,609.96	5,750.21	5,893.96	6,041.30	6,192.34	6,347.14	6,505.82	6,668.46	6,835.16	7,006.03	7,181.18
		40	H	61.98	63.53	65.12	66.75	68.41	70.12	71.88	73.67	75.52	77.40	79.34	81.32	83.36	85.44	87.58	89.76

GROUP	PAY BASIS	Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13		
PD 1 - A 2080 Hours	A M B H	Police Cadet	44,977.92 3,748.16 1,729.92 21.62											PSPC Notes - Add Steps			
PD 1 - B 2184 Hours	A M B H	Police Cadet	47,226.82 3,935.57 1,816.42 21.62														
PD 2 - A 2080 Hours	A M B H	Police Officer	49,496.93 4,124.74 1,903.73 23.80	50,731.20 4,227.60 1,951.20 24.39	52,000.00 4,333.33 2,000.00 25.00	53,310.40 4,442.53 2,050.40 25.63	54,641.60 4,553.47 2,101.60 26.27	56,014.40 4,667.87 2,154.40 26.93	57,408.00 4,784.00 2,208.00 27.60	58,843.20 4,903.60 2,263.20 28.29	60,320.00 5,026.67 2,320.00 29.00	61,838.40 5,153.20 2,378.40 29.73	63,377.60 5,281.47 2,437.60 30.47	64,958.40 5,413.20 2,498.40 31.23	66,580.80 5,548.40 2,560.80 32.01		
PD 2 - B 2184 Hours	A M B H	Police Officer	51,971.77 4,330.98 1,998.91 23.80	53,267.76 4,438.98 2,048.76 24.39	54,600.00 4,550.00 2,100.00 25.00	55,975.92 4,664.66 2,152.92 25.63	57,373.68 4,781.14 2,206.68 26.27	58,815.12 4,901.26 2,262.12 26.93	60,278.40 5,023.20 2,318.40 27.60	61,785.36 5,148.78 2,376.36 28.29	63,336.00 5,278.00 2,436.00 29.00	64,930.32 5,410.86 2,497.32 29.73	66,546.48 5,545.54 2,559.48 30.47	68,206.32 5,683.86 2,623.32 31.23	69,909.84 5,825.82 2,688.84 32.01		
PD 3 - A 2080 Hours	A M B H	Senior Police Officer	54,525.12 4,543.76 2,097.12 26.21	55,889.60 4,657.47 2,149.60 26.87	57,283.20 4,773.60 2,203.20 27.54	58,718.40 4,893.20 2,258.40 28.23	60,195.20 5,016.27 2,315.20 28.94	61,692.80 5,141.07 2,372.80 29.66	63,232.00 5,269.33 2,432.00 30.40	64,812.80 5,401.07 2,492.80 31.16	66,435.20 5,536.27 2,555.20 31.94	68,099.20 5,674.93 2,619.20 32.74	69,804.80 5,817.07 2,684.80 33.56	71,552.00 5,962.67 2,752.00 34.40			
PD 3 - B 2184 Hours	A M B H	Senior Police Officer	57,251.38 4,770.95 2,201.98 26.21	58,684.08 4,890.34 2,257.08 26.87	60,147.36 5,012.28 2,313.36 27.54	61,654.32 5,137.86 2,371.32 28.23	63,204.96 5,267.08 2,430.96 28.94	64,777.44 5,398.12 2,491.44 29.66	66,393.60 5,532.80 2,553.60 30.40	68,053.44 5,671.12 2,617.44 31.16	69,756.96 5,813.08 2,682.96 31.94	71,504.16 5,958.68 2,750.16 32.74	73,295.04 6,107.92 2,819.04 33.56	75,129.60 6,260.80 2,889.60 34.40			
PD 4 - A 2080 Hours	A M B H	Police Corporal Police Detective	57,389.28 4,782.44 2,207.28 27.59	58,822.40 4,901.87 2,262.40 28.28	60,299.20 5,024.93 2,319.20 28.99	61,796.80 5,149.73 2,376.80 29.71	63,336.00 5,278.00 2,436.00 30.45	64,916.80 5,409.73 2,496.80 31.21	66,539.20 5,544.93 2,559.20 31.99	68,203.20 5,683.60 2,623.20 32.79	69,908.80 5,825.73 2,688.80 33.61	71,656.00 5,971.33 2,756.00 34.45	73,444.80 6,120.40 2,824.80 35.31				
PD 4 - B 2184 Hours	A M B H	Police Corporal Police Detective	60,258.74 5,021.56 2,317.64 27.59	61,763.52 5,146.96 2,375.52 28.28	63,314.16 5,276.18 2,435.16 28.99	64,886.64 5,407.22 2,495.64 29.71	66,502.80 5,541.90 2,557.80 30.45	68,162.64 5,680.22 2,621.64 31.21	69,866.16 5,822.18 2,687.16 31.99	71,613.36 5,967.78 2,754.36 32.79	73,404.24 6,117.02 2,823.24 33.61	75,238.80 6,269.90 2,893.80 34.45	77,117.04 6,426.42 2,966.04 35.31				
PD 5 - A 2080 Hours	A M B H	Police Sergeant	63,181.25 5,265.10 2,430.05 30.376	64,750.40 5,395.87 2,490.40 31.13	66,372.80 5,531.07 2,552.80 31.91	68,036.80 5,669.73 2,616.80 32.71	69,742.40 5,811.87 2,682.40 33.53	71,489.60 5,957.47 2,749.60 34.37	73,278.40 6,106.53 2,818.40 35.23	75,108.80 6,259.07 2,888.80 36.11	76,980.80 6,415.07 2,960.80 37.01	78,915.20 6,576.27 3,035.20 37.94	80,891.20 6,740.93 3,111.20 38.89	82,908.80 6,909.07 3,188.80 39.86	84,988.80 7,082.40 3,268.80 40.86		
PD 5 - B 2184 Hours	A M B H	Police Sergeant	66,340.31 5,528.36 2,551.55 30.376	67,987.92 5,665.66 2,614.92 31.13	69,691.44 5,807.62 2,680.44 31.91	71,438.64 5,953.22 2,747.64 32.71	73,229.52 6,102.46 2,816.52 33.53	75,064.08 6,255.34 2,887.08 34.37	76,942.32 6,411.86 2,959.32 35.23	78,864.24 6,572.02 3,033.24 36.11	80,829.84 6,735.82 3,108.84 37.01	82,860.96 6,905.08 3,186.96 37.94	84,935.76 7,077.98 3,266.76 38.89	87,054.24 7,254.52 3,348.24 39.86	89,238.24 7,436.52 3,432.24 40.86		
PD 6 - A 2080 Hours	A M B H	Police Lieutenant	69,630.91 6,802.58 2,678.11 33.476	71,364.80 6,947.07 2,744.80 34.31	74,609.60 6,217.47 2,869.60 35.87	76,481.60 6,373.47 2,941.60 36.77	78,395.20 6,532.93 3,015.20 37.69	80,350.40 6,695.87 3,090.40 38.63	82,368.00 6,864.00 3,168.00 39.60	84,427.20 7,035.60 3,247.20 40.59	86,528.00 7,210.67 3,328.00 41.60	88,691.20 7,390.93 3,411.20 42.64	90,916.80 7,576.40 3,496.80 43.71	93,184.00 7,765.33 3,584.00 44.80	95,513.60 7,959.47 3,673.60 45.92		
PD 6 - B 2184 Hours	A M B H	Police Lieutenant	73,112.46 6,092.71 2,812.02 33.476	74,933.04 6,244.42 2,882.04 34.31	78,347.51 6,528.96 3,013.37 35.87	80,305.68 6,692.14 3,088.68 36.77	82,314.96 6,859.58 3,165.96 37.69	84,367.92 7,030.66 3,244.92 38.63	86,486.40 7,207.20 3,326.40 39.60	88,648.56 7,387.38 3,409.56 40.59	90,854.40 7,571.20 3,494.40 41.60	93,125.76 7,760.48 3,581.76 42.64	95,462.64 7,955.22 3,671.64 43.71	97,843.20 8,153.60 3,763.20 44.80	100,289.28 8,357.44 3,857.28 45.92		
				PSPC Revised Entry Step for Lieutenant													

PSPC Revised Entry Step for Lieutenant

A = Annual
M = Monthly
B = Biweekly
H = Hourly

City of Bastrop
Proposed Fire Department Firefighter Pay Table

GROUP	PAY BASIS	Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
FD1 - A 2912 Hours	A	Firefighter	49,008.96	50,232.00	51,484.16	52,765.44	54,075.84	55,415.36	56,813.12	58,240.00	59,696.00	61,181.12	62,724.48	64,296.96	65,898.56
	M		4,084.08	4,186.00	4,290.35	4,397.12	4,506.32	4,617.95	4,734.43	4,853.33	4,974.67	5,098.43	5,227.04	5,358.08	5,491.55
	B		1,346.40	1,380.00	1,414.40	1,449.60	1,485.60	1,522.40	1,560.80	1,600.00	1,640.00	1,680.80	1,723.20	1,766.40	1,810.40
	H		16.83	17.25	17.68	18.12	18.57	19.03	19.51	20.00	20.50	21.01	21.54	22.08	22.63

A = Annual
M = Monthly
B = Biweekly
H = Hourly

<u>Current Title</u>	<u>Proposed Title</u>
Admin Assistant - Police	Executive Administrative Assistant
Chief Story Teller & Resident Artist	Public Information Manager
Community, Recreation & Events Specialist	Community Impact Manager
Executive Admin Assistant - HR	HR Generalist
Finance Specialist II	Finance Specialist, Senior
GIS/ Permit Specialist	Development Coordinator
Librarian - Young Adult	Public Services Librarian
Library Assoc./Web & Graphics	Library Associate, Senior
Library Associate Circ Services	Library Associate
Library Associate II / Admin Services	Library Associate
Library Associate/Childrens Services	Library Associate
Library Supervisor of Public Services	Library Supervisor
Parks Equipment Operator I	Equipment Operator
Parks Maintenance Worker II	Maintenance Worker
Parks Superintendent	Parks & Recreation Superintendent
Planner II	Planner, Senior/ GIS Analyst
PW Custodian Crew Leader	Building Maintenance/Custodial Crew Leader
PW Equipment Operator I	Equipment Operator
PW Equipment Operator II	Equipment Operator, Senior
PW Maintenance Worker II	Maintenance Worker
Records Technician	Senior Records Technician (New)
Systems Technician Crew Leader	W/WW Crew Leader
Utility Field Superintendent	Street & Drainage Superintendent

City of Bastrop
Benefits Survey Raw Data

	if multipl plans, chose highest for max cost to Employer	EE Insurance				Family Insurance				Insurance
		Employer Pays		Employee Pays		Employer Pays		Employee Pays		
		\$	%	\$	%	\$	%	\$	%	
Bastrop	UHC - PPO Plan (highest of 2—the other is HSA plan)	\$695.29	100%	0	0%	0%	0%	\$1,373	100%	HSA Plan city deposits \$2,600/yr
Boerne	Mac A (highest of 2)	\$625.68	100%	0		\$775	42%	\$1,070	58%	
Brenham	United Health Care	\$585.76	95%	\$32.00	5%	\$1,388.68	76%	\$432.00	24%	
Bridgeport	UHC EPO (lower deduc)	\$431.88	85%	\$73.41	15%	\$748.47	50%	\$747.82	50%	
Burnet	2 plans w tiers ; this is the most expensive - EPO non-wellness (what she sent did match what was on line)	\$406.46	76%	\$126.61	24%	\$406.46	25%	\$1,246.06	75%	20% penalty on Ee only rate for Non-Wellness; otherwise City pays 100% of Ee only coverage for EPO Wellness plan; if you choose a HSA City contributes \$1,00 for EE only coverage and \$1,500 for EE w/Dependent Coverage
Copperas Cove	BC/BS 3 plans - this is the Buy up plan Bronze Status	\$505.00	87%	\$75.00	13%	\$505.00	28%	\$628.50	72%	HSA 1075/yr
Dripping Springs	TML Benefits Pool	\$571.00	100%	\$0.00	0	0	0	\$1,112.70	100%	
Elgin										
Fredericksburg	Self Insured	775	100%	\$0.00	0	0	0	\$1,064.80/mth	100%	
Georgetown	UHC Choice Plus PPO (highest of 2)			\$82.96				\$605.84		if ee choices not to enroll of one of the UHC plans, the City pays you \$150/month- restrictions apply
Grandbury	BCBS - wellness program	\$598.00	100%		(30% if not in wellness program	0	0	\$733.02 (\$912.56 if not in wellness pro)	100%	
Hutto	UHC 2 plans									
Kerrville	BCBS PPO (higher of 2k plans)	415	100%	0	0	\$596.84	66%	\$312.00	34%	
Leander	plans - United Health C	\$628.00	100%	0	0	\$1,261.75	67%	634.05%	33%	
Lockhart (no benefits on line)										
Pflugerville	2 plans this is highest - EPO	584	100%	0	0	\$791.99	56%	\$625.19	44%	
Sequin		\$534.45	100%	0	0	\$769.61	52%	\$705.47	48%	
Smithville	Aetna	487	100%	0	0%	\$486.85	30%	\$1,154.64	70%	
Averages		\$549.79	96%	\$30.00	5%	\$594.67	35%	\$720.55	65%	

City of Bastrop
Benefits Survey Raw Data

	Dental Premiums				Vision Premiums			
	EE Only		EE+ Family		EE Only		EE+ Family	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Bastrop	100% (\$28.16)	0%	0%	100% (\$70.02)	0%	\$5.16	0%	\$14.39
Boerne	100% (\$37.64)	0%	0%	100% (\$115.54)	100% (\$9)	0%	0%	100% (\$27)
Brenham	0%	100% (35.96/mth)	0%	100% (\$127.64)	0%	100% (\$4.60/mth)	0%	100% (\$12.92/mth)
Bridgeport	0	100% - \$32.42	0%	100% \$116.62	100% \$6.75	0%	38% (\$6.75)	62% (\$11.03)
Burnet	100% \$22.84/mth	0%	26% \$22.84/mth	74% \$66.46/mth	0%	100% 8.63/month	0%	100% \$25.42/month
Copperas Cove	100% for Low dental plan = \$25/month; 79% for high dental (\$25/month)	0% for low dental; & 21% for high dental (\$6.61/month)	32% for low dental (\$25/month); 26% for High dental (\$25/month)	68% for low dental (\$2.40/mth); 74% (\$70.84/mth)	0%	100% = \$7/mth	0%	100% (\$20/mth)
Dripping Springs	\$37.64= 100%	0%	0%	\$59.04	0%	0%	\$12.50=100%	\$25.00=100%
Elgin								
Fredericksburg	0	100% (\$47.10/mth)	0	100% (\$150.40/mth)	0	100% (\$13.40/mth)	0	100% (\$40.10)
Georgetown	need premium \$ to cal each cost	\$2.10/month		\$43.04/mth	0%	100%- \$11.24/month	0%	100% \$31.24/month
Grandbury	0	100% (\$31.82/mth)	0	100% (\$134.08)	0	100% (\$8.22 mth)	0	100% (\$24.14)
Hutto								
Kerrville	100% \$26.56	0	18% = \$13.15	82% = \$61.30	0	100% \$7.52	0	100% = \$22.14
Leander	\$10.41 = 100%	0	\$20.79 = 67%	\$10.40 = 33%	0	\$5.83 = 100%	0	\$18.24 = 100%
Lockhart (no benefits on line)								
Pflugerville	PPO - 100% - \$42.08/mth	0	\$42.08 (33%)	\$87.33 (67%)	0	100% - \$7.38/month	0	100% - \$21.72/month
Seguin	100% - (\$4.34)	0	0	100% (\$55.94)	0	100% (\$9.88)	0	100% (\$28.68)
Smithville	100% - \$31.05	0%	26% - \$31.05	74% - \$87.72	0%	100% - \$9.79	0%	100% - \$29.48
Averages								

City of Bastrop
Benefits Survey Raw Data

	Vacation Leave or PTO Bank (in days) Assumes an 8 hour day							
	Type of plan - PTO or VAC	1 Year	5 Year	10 Year	15 Year	20 Year	Max	Notes
Bastrop	vac	10 Days	12	15	17	19	30 days	
Boerne	vac	1-5 yrs= 10 days	5-10 yrs = 12 days	10-15 yrs = 15 days	15-20 yrs = 18 days	20-25 yrs = 20 days; 25+ = 22 days	max accom 30 days	may sell back 40 hrs per year; Shift FF 1-5= 4.08/pay prd; 5-10 yrs= 4.90/pay prd; 10-15 yrs = 6.12/pay prd; 15-20= 7.34/pay prd; 20-25 = 8.16/pay prd; 25+ = 8.82/pay prd
Brenham	)	10 days	6+ yrs= 1 day per yr up to 20 days; so 5 yrs =15 days	6+ yrs= 1 day per yr up to 20 days; so 5 yrs =20 days	20 days		max carry over is 80 hrs	Fire = 0-5 yrs = 144 hrs/yr; 6+ = 14.4 hrs/yr up to max of 288 hrs
Bridgeport		10 days	15 days	20 days	20 days	20+=25	max accrual is 240 hrs	
Burnet		5 days; (2-5 yrs = 10 days)	6-15 yrs = 15 days	6-15 yrs = 15 days	16+= 1 additional day /yr up to 20 days)		max accrual 240 hrs; Police 258, Fire 336	Police on 12 hr shifts: 1yr=3.5 days; 2-5 yrs =7 days; 6-15 yrs=10.5 days; 16+ .7 days per year to max 13.5 days; Fire on 24 hr shifts= 1 yr=2.5 days; 2-5 yrs = 5 days; 6-15 yrs =7.5 days; 16 + =.5 additional day per year for max 10 days
Copperas Cove	vac	10 days (2-4 yrs= 12 days)	15 days	18 days	20 days	21 days	max accrual for reg ee's 25 days(200 hrs); 250 hrs for 10 hr shift; 300 for Fire & Ems	20- 40 yrs get additional 8 hrs per year; police and Fire 12 hr shifts 1-9 yrs 15 days; 10-14 yrs = 18 days; 15-19 yrs =20 days; 20 yrs = 22 days; 20-40 yrs additional 12 hrs per year; Police & Fire non Shift = 1-9 yrs =15 days; 10-14 yrs =18 days; 15-19 yrs=20 days; 20 yrs=21 days; 20-40 yrs = additional 8 hrs per yr; Police 10 hr patrol shift: 1-9 yrs = 150 hrs; 10-14 yrs= 155 hrs; 15-19 yrs=160 hrs;20 yrs=168 hrs; 2-40 yrs= additional 8hrs /yr
Dripping Springs	vac	10.5 days	4-9 yrs= 15 days	10+= 21 days			max accrual is 120 Hrs	
Elgin								
Fredericksburg	PTO	1 yr=12 days; 2-10 yrs = 18 days	2-10 yrs = 18 days	11-15 yrs=21 days	16-26 yrs=24 days	16-26 yrs=24 days; 25+ yrs=27 days	max carover is 480 hrs (60 days)	Fire/EMS PTO= 1yr=11.25 shifts; 2-10 yrs=14.25 shifts; 11-15 yrs=15.75 shifts; 16-25 yrs=17.25 shifts; 25+ yrs=18.75 shifts
Georgetown	vac	0-3 yrs=10 days	4-8 yrs=15 days	9-13 yrs = 17 days	14+ = 20 days		max carry over is 240 hrs for FT; 360 for Firefighters	Fire & Police:0-8 yrs= 15 days, 9-13 yrs=17 days, 14+ = 20 days; FT Ees must take a minimu of 40 hrs /year vac or loose that part of accrual
Grandbury	Vac	5 days	15 days	1 day per year up to 20 days so 10 years = 20 days	1 day per year up to 20 days so 15 years = 20 days	1 day per year up to 20 days so 20 years = 20 days		
Hutto								
Kerrville	vac	0-5=12 days	6-10 = 16 days	11-20 = 20 days	11-20 = 20 days	21+=24 days	36 days	accruals for 10 hr or 12 hr shifts are different but # of days is all the same
Leander	vac	0-9 yrs = 15 days	0-9 yrs = 15 days	9-14 yrs = 18 days	14+ = 21 days		2 x annual is max accrual	40 hr, 80 hr or 24/48 hr shifts = less than 1 yr= 12 days, 1-9 yrs = 15 days, 9-14 yrs = 18 days, 14+ = 21 days
Lockhart (no benefits on line)								
Pflugerville		0-14 yrs= 20	0-14 yrs= 20	0-14 yrs= 20	15+=22.5			
Seguin	vac - Plus 5 personal days for Directors but does not carry forward	10 days	5-14 yrs = 15 days	5-14 yrs = 15 days	15+ = 20 days		max accrual is 2x annual	Police 1- 14 yrs =15 days, 15+ = 20 days; FireEMS 1-14ys = 180 hrs; 15+ yrs = 240 hrs
Smithville	vac	10 days	5 - 14 yrs =15 days	5 - 14 yrs =15 days	15+= 20 days		max Accrual is 160 hrs	
Averages		10.5	15.5	18.5				

City of Bastrop
Benefits Survey Raw Data

	Sick Leave (in days)			Other Leave Benefits (in Days)			
	Days	Notes		Holidays	Notes	Bereavement	Notes
Bastrop	12	max accrual is 960 hours		12		3 Days + 2 days of sick leave if needed	
Boerne	12	max accumulation 120 days; may sell back 40 hrs /yr; Shift FF 4.89/semimonthly pay period		13		2 days	
Brenham	12 (3.69 biweekly)	max 600 hrs		13	includes 1 floating Birthday holiday	an approve additional days	
Bridgeport	12 (8 hrs per month)	max accrual is 480 hrs		10	includes 1 personal day each year	3 days	
Burnet	12 (3.69 biweekly)	4.25 hrs Police shift; 5.53 Fire shift; max accrual 1,040 hrs; Shift Police 1,118, Shift Fire 1,464		13; 14 for Emergency personnel only	Emerg personnel get Sept 11th	3 days approved by CM	
Copperas Cove	12 days	max accrual 960 hrs		13	plus 1 day birthday leave; PS EE may substitute 1 holiday for Sept 11th	3 days	
Dripping Springs	6			12		3	
Elgin							
Fredericksburg		in PTO		12		3 days for Immediate family; 1 day for 2nd degree consanguinity	
Georgetown	12; 15 for Fire & Police			9 + 4 personnel days earned 1 per quarter, for a total of 13		3 days	
Grandbury	12 (6 days after 6 months)			13			
Hutto							
Kerrville	12	accruals for 10 hr or 12 hr shifts are different but # of days is all the same		12	includes 1 floating holiday	3 days	
Leander	12	buy back is up to 24 hours each year - max accrual is 480 hrs		11	pluse Sept 11 for Fire & commissioned Police only	up to 5 days (2 for 24/48 hr shift)	
Lockhart (no benefits on line)							
Pflugerville	12			13	included 3 personal holidays (10 observed)		
Seguin	12	max 60 days can be carried forward		11 plus 1 floating= 12	Fire/EMS get Sept 11 but not day after Thanksgiving, & reg EE's get day after Thanksgiving but not Sept 11	3 days per year	
Smithville	12	no max accrual		14	includes 2 1/2 days	3 days	
Averages							

City of Bastrop
Benefits Survey Raw Data

	Longevity	
		Notes:
Bastrop	\$3.00	
Boerne	5-15 yrs = \$5/month; 15+20 yrs = \$6/month; 20+25 yrs = \$7/month; 25+ = \$8/month	5
Brenham	\$5/month for each year service	5
Bridgeport		
Burnet	based on yrs with City determined by City Council through budget and paid 1 time a year. (this year was 1%)	
Copperas Cove	\$4/month for each year of service	4
Dripping Springs	\$100 per year employee	
Elgin		
Fredericksburg	\$4/month for each month of service paid annually	4
Georgetown	must have 2 or more yrs of service. 0-4 years= \$7/mth; 5-9 yrs = \$9/mth; 10-14 yrs = \$11/mth; 15-28 yrs = \$13/mth	7
Grandbury	\$10 per month	10
Hutto		
Kerville	\$4/month for each full month of continuous service up to 300 months max	4
Leander	after 1yr, \$5 for every month of city service paid annually	5
Lockhart (no benefits on line)		
Pflugerville		
Sequin	Reg ee elig after 3 yrs; Police & Fire after 1 yr = \$4/month for each year of service not to exceed \$1,200/yr paid annually	4
Smithville	\$5 per month for each month up to \$1,000	5
Averages		5.3

City of Bastrop
Benefits Survey Raw Data

	Police					
	Intermediate	Advanced	Master	Instructor	Motorcycle	Special Response
Bastrop	50	100	150	0	0	0
Boerne	42	83	125			
Brenham	50	100	150			
Bridgeport	220	240	260			
Burnet	80	110	133			
Copperas Cove	50	85	130	15	50	50
Dripping Springs						
Elgin						
Fredericksburg	42	83	125			
Georgetown	50	100	150			
Grandbury	167	\$250	\$333			
Hutto						
Kerrville	50	75	125			
Leander	75	125	175	Firearm Instructor \$100/month		Swat \$00/month or negotiations
Lockhart (no benefits on line)						
Pflugerville	50	100	150	Firearms Inst - \$50/mth		Crisis Interven \$50/mth
Seguin	55	55	55			
Smithville	50	75	100			
Averages	75	115	155			

City of Bastrop
Benefits Survey Raw Data

	Police					Public Safety Communications Intermediate	Public Safety Communications Advanced	Public Safety Communications Masters	Animal Control
	Evidence Tech	K-9	Field Training	Shift Differential	Other				
Bastrop	0	0	0	0	Sign On Retention 5k after 3 yrs, 3k after 6 years	0	0	0	0
Boerne						\$42/month	\$83/month	\$125/month	
Brenham									
Bridgeport					Max allowance is \$300/month	\$50/month	\$100/month	\$130/month	
Burnet		.54/hr	.54/hr	.79/hr	Corporal .37/hr				
Copperas Cove	\$50/mth			2nd shift - \$35/mth; 3rd shift \$45/mth		\$40/mth	\$75/mth	\$100/mth	\$40/mth (Advanced)
Dripping Springs									
Elgin									
Fredericksburg					AA=\$1,000, BA=\$2,000, MA=\$3,000				\$1,000/yr
Georgetown					AA=\$100; BA=\$200; MA = \$250; Bilingual \$75				
Grandbury									\$83/mth(an Control or Euthanasia
Hutto									
Kerrville	\$100/mth		\$50/mth		Special Crim or School Resourd = \$500/mth	\$25/mth	\$50/mth	\$75/mth	
Leander		\$100/month	\$2/hr	none	Assoc,BA, or Masters degree are paid the same as Inter, Adv, Master Cert - but get only 1 or the other; \$100/mth for Collision Reconstruction, Intox Op, Honor guard, or Criminal Investigation	\$75/month	\$125/month	\$175/month	
Lockhart (no benefits on line)									
Pflugerville			\$150/month	On-Call Detective \$425/month; AA degree=\$75/mth; BA=\$125; MA=\$150			\$100/month	\$150/mth	
Sequin		\$650/yr			Detective assignment is 5% of gross salary				Euthanasia or Advanced An Control Cert = \$25/pp=\$650/yr
Smithville						(Basic \$25/month); Intermediate \$50/month	\$75/month	\$100/month	
Averages									

City of Bastrop
Benefits Survey Raw Data

	Fire					
	Intermediate	Advanced	Master	Paramedic	Field Training	other
Bastrop	0	0	0	0	0	
Boerne	\$42/month (for FF & Fire Marshal)	\$83/month (for FF & Fire Marshal)	\$125/month (for FF & Fire Marshal)	Intermed EMS \$83; Paramedic EMS = \$125/month		only 1 cert allowed for Police & Fire
Brenham						
Bridgeport						
Burnet						
Copperas Cove	\$47/mth	\$79/mth	\$112/mth	\$500/mthn(When assigned to an ambulance unit & works entire shift +\$25/shift)	\$25/mth	
Dripping Springs						
Elgin						
Fredericksburg						
Georgetown	\$50/mth	\$75/month	\$100/month	\$150		AA=\$50; BA=\$75; MA = \$100; Bilingual \$75; EMT Grade II=\$75; Basic Fire Inves \$50; Master Arson Inves \$75; Fire Inspector \$100
Grandbury						CompTIA Cert \$167; Tower & Safety Rescue \$250
Hutto						
Kerrville	\$50/mth	\$75/mth	\$125/mth	Para I=\$350/mth; Para II=\$425/mth	\$25/mth	EMT Basic=\$50; EMT Adv \$75; Arson=\$350; Tech Rescue or SOU team=\$25; Fire Emgy Mgmt I=\$100; Fire Emerg Mgmt 2=\$200; EMS Coder \$125
Leander				EMT Intermed or EMT Paramedic \$25/month		Haz-Mat or Tech Rescue \$50/month; Driver/Pump Op \$100/month until promoted to that positon only, Cert I Or @ \$100/month; Advanced EMT \$50/month
Lockhart (no benefits on line)						
Pflugerville						
Sequin	\$650/yr	\$650/yr	\$650/yr			Infection Control, Arson Inter, Adva, or Masters all \$650/y Up to 6 certs/lic
Smithville						
Averages						

City of Bastrop
Benefits Survey Raw Data

			Certification Pays -utilities							
	water distribution	Wastewater	water distribution CSI	water production "D"	water production "C"	water production "B"	water production "A"		Sewer (WW)Collection	Other
Bastrop	\$50/mth = C; \$175= B; \$150=A	\$50/mth = C; \$75 = B; \$150=A	0	0	50/month	75/month	150/month		0	
Boerne										
Brenham										
Bridgeport					\$50/month	\$100/month	\$140/month	"C" \$50/month	"B" \$100/month	"A" \$140/month
Burnet										
Copperas Cove	\$50/mth = C; \$100 = B; \$150=A	\$50/mth = C; \$100 = B; \$150=A							Class I=\$50/mth; Class I=\$75/mth; Class III=\$100/mth	
Dripping Springs										
Elgin										
Fredericksburg										W/WW is paid \$25/month for license held
Georgetown										
Grandbury				\$83/mth	\$167	\$250	\$333			
Hutto										
Kerrville	Class C = \$50; Class B=\$75 - Same for Ground Water or Surface Water; Class A Water = \$200	Calss C = \$50; Class B=\$75; Class A =\$200							Class I=\$50/mth; Class I=\$75/mth	Backflow Prev. Prof Sanitarian, On Site Sewage Fac Eval =\$50
Leander	C License = \$33.33/month; B license - \$50/month	C license =\$50/month; B=\$66.67; A=\$83.33		none	\$50/month	\$66.67/month	%83.33/month		II = \$33.33/month; III=\$50/month	max cert pay for W/WW is \$1,500 per yaer
Lockhart (no beneflts on line)										
Pflugerville										
Sequin										
Smithville										
Averages										

City of Bastrop
Benefits Survey Raw Data

				Others	
				Herbicide/ Pesticide	Other
	Commer Driv Lic Class B	Commer Driv Lic Class A	CDL		
Bastrop	0	0	0	0	0
Boerne			\$10/month	\$20/month	Pool Op=\$15; Turf Mgr, Irrigation Installer or Playgrd Insp = \$20; Arborist = \$25
Brenham					
Bridgeport					
Burnet					
Copperas Cove	\$50/mth	\$75/mth		\$30/mth	Cert Proj Mgmt= \$150; Certif Mechanic = \$50; Backflow Prev. CS Insp, or TWDB Water Loss = \$50; Solid Waste Blass B = \$100
Dripping Springs					
Elgin					
Fredericksburg					
Georgetown					
Grandbury				\$42	Swimming Pool Op \$42; Transformer Cer or Pole Climbin (Elec) \$83; Lead Paint Abat \$167
Hutto					
Kerville	Solid Waste Op B=\$75	Solid Waste Op A\$200=\$75		\$50/mth	
Leander					PW Sign Dept: IMSA Work Zone Safety = \$300/yr; IMSA Traffic Signal Tech 1= \$600/yr; Level 2=\$800/yr
Lockhart (no benefits on line)					
Pflugerville					
Sequin				\$650/yr	Cert Municipal Clk \$650/yr
Smithville					
Averages					

City of Bastrop
Benefits Survey Raw Data

	Municipal Court & Municipal Clerk						
	Level I	Level II	Level III	Level IV	Court Admin	Court Interp	Municipal Clerk
Bastrop	0	0	0	0	0	0	0
Boerne	\$30/month	\$50/month	\$75/month				
Brenham							
Bridgeport							
Burnet							
Copperas Cove	\$25/mth	\$35/mth	\$45/mth				\$50/mth
Dripping Springs							
Elgin							
Fredericksburg							
Georgetown							
Grandbury	\$167/mth	\$250	\$333			\$83	\$333/mth
Hutto							
Kerrville	\$25/mth	\$50/mth	\$75/mth				
Leander							
Lockhart (no benefits on line)							
Pflugerville							
Seguin	\$650/yr	\$650/yr	\$650/yr	\$650/yr			
Smithville							
Averages							

City of Bastrop
Benefits Survey Raw Data

	Code Enforcement									other
	Basic	II Cert	Master Code Prof	IPMC (Prop Maint Insp)	Res Code Cert (IRC)	Zoning Insc (IZC)	Bldg Inspec	Permit Tech	Food Mgrm Cert	
Bastrop	0	0	0	0	0	0	0	0	0	
Boerne		\$30/month								in Planning-AICP = \$42/month
Brenham										
Bridgeport										
Burnet										
Copperas Cove	\$25/mth	\$35/mth	\$100/mth	\$25/mth	\$25/mth	\$25/mth	\$10/mth for Commer, Resid, Comm Energy, Elec, Plumbing St Lic Plumb Insp Certified = \$50; Res Energy Plans Exam/Inspec = \$15; Bldg Plans Exam \$20	\$15/mth	\$15/mth	
Dripping Springs										
Elgin										
Fredericksburg										
Georgetown										
Grandbury	DSHS \$167/mth						Plumbing Insp \$167/mth			
Hutto										
Kerrville			\$200/mth				Plumb=\$100; Elec, Mechan, Fire , Water Supply= \$25	\$25/mth		Cert Bldg Official = \$124; Examiner Cert \$50; Ewf Code Enf Off \$50
Leander										
Lockhart (no benefits on line)										
Pflugerville										
Sequin										
Smithville										
Averages										

City of Bastrop
Benefits Survey Raw Data

	Other Departments with Certifications
Bastrop	n/a
Boerne	Cert City Secy, IPMA HR; Tourism Exec = \$42; Welder, Auto Tech I Med/Hvy Truck=\$15; Scotsman Field Sv, Signs MUTCD = \$20; HazMat DL= \$25
Brenham	
Bridgeport	
Burnet	
Copperas Cove	
Dripping Springs	
Elgin	
Fredericksburg	
Georgetown	
Grandbury	Cert Public Mgr, CPA, Airport Exec, Gov Fin Off, Cert Planner,CIO, Procur Mgr Lic Eng (P.E.), Architect, or Sr HR Prof SPHR \$333/month; Flood Plan Mgr, Spillman App Admin or Reg Sanitarian\$167; 4-yr College Degree \$100
Hutto	
Kerrville	Other Depts which have Certification pay include: HR, Finance, Ciy Secretary, IT, Engineering, Planning, Parks & Rec
Leander	
Lockhart (no benefits on line)	
Pflugerville	
Sequin	Pool Op, Playground Safety Inst, A/C Repair all \$650/yr
Smithville	
Averages	

City of Bastrop
Benefits Survey Raw Data

	Retirement			Notes	Deferred Comp	
	name of plan	Employer Contribution	Employee Contribution		name of plan	
Bastrop	TMRS	12%	6%			
Boerne	TMRS	14%	7%		Yes- Voluntary but \$10 min contribution/pay period	
Brenham	TMRS	10%	5%		yes - voluntary	
Bridgeport	TMRS	14%	7%		457 Voluntary	
Burnet	TMRS	14%	7%		457 Voluntary	
Copperas Cove	TMRS	12%	6%		457 Voluntary	
Dripping Springs	TMRS	12%	6%		none	
Elgin						
Fredericksburg	TMRS	14%	7%		457 voluntary	
Georgetown	TMRS	14%	7%		457 voluntary	
Grandbury	TMRS	14%	7%		457 voluntary	
Hutto	TMRS	14%	7%		457 voluntary	
Kerrville	TMRS	14%	7%			
Leander	TMRS	14%	7%		457 voluntary	
Lockhart (no benefits on line)						
Pflugerville	TMRS	14%	7%			
Sequin	TMRS	14%	7%		Voluntary 457	
Smithville	TMRS	10%	5.00%			
Averages		13.20%	6.60%			

AMENDED HOLIDAY CALENDAR										
DATE OBSERVED	STATE OF TEXAS		CITY OF AUSTIN		CITY OF BASTROP		CITY OF ELGIN		CITY OF SMITHVILLE	
JANUARY 1	New Year's Day	Office Closed	New Years	Office Closed	New Year's Day	Office Closed	New Year's Day	Office Closed	New Year's Day	Office Closed
JANUARY 19	Confederate Heroes Day	Skeleton Crew Day	Confederate Heroes Day	NOT OBSERVED	Confederate Heroes Day	NOT OBSERVED	Confederate Heroes Day	NOT OBSERVED	Confederate Heroes Day	NOT OBSERVED
JANUARY (3 rd Mon.)	Martin Luther King Jr. Day	Office Closed	Martin Luther King Jr. Day	Office Closed	Martin Luther King Jr. Day	Office Closed	Martin Luther King Jr. Day	Office Closed	Martin Luther King Jr. Day	Office Closed
FEBRUARY (3 rd Mon.)	President's Day	Office Closed	Presidents Day	Office Closed	Presidents Day	NOT OBSERVED	Presidents Day	Office Closed	Presidents Day	Office Closed
MARCH 2	Texas Independence Day	Skeleton Crew Day	Texas Independence Day	NOT OBSERVED	Texas Independence Day	Office Closed	Texas Independence Day	Office Closed	Texas Independence Day	NOT OBSERVED
MARCH/APRIL	Good Friday	Optional Holiday	Good Friday	NOT OBSERVED	Good Friday	Office Closed	Good Friday	Office Closed	Good Friday	Office Closed
APRIL 21	San Jacinto Day	Skeleton Crew Day	San Jacinto Day	NOT OBSERVED	San Jacinto Day	NOT OBSERVED	San Jacinto Day	NOT OBSERVED	San Jacinto Day	NOT OBSERVED
May 5	Cinco de Mayo	NOT OBSERVED	Cinco de Mayo	NOT OBSERVED	Cinco de Mayo	NOT OBSERVED	Cinco de Mayo	NOT OBSERVED	Cinco de Mayo	NOT OBSERVED
MAY (last Mon.)	Memorial Day	Office Closed	Memorial Day	Office Closed	Memorial Day	Office Closed	Memorial Day	Office Closed	Memorial Day	Office Closed
JUNE 19	Emancipation Day	Skeleton Crew Day	Emancipation Day	Office Closed	Emancipation Day	NOT OBSERVED	Emancipation Day	Office Closed	Emancipation Day	Office Closed
JULY 4 (If on Saturday the Fri. before, if on Sunday the Mon. after)	Independence Day	Office Closed	Independence Day	Office Closed	Independence Day	Office Closed	Independence Day	Office Closed	Independence Day	Office Closed
AUGUST 27	LBJ's Birthday	Skeleton Crew Day	LBJ's Birthday	NOT OBSERVED	LBJ's Birthday	NOT OBSERVED	LBJ's Birthday	NOT OBSERVED	LBJ's Birthday	NOT OBSERVED
SEPTEMBER (1 st Mon.)	Labor Day	Office Closed	Labor Day	Office Closed	Labor Day	Office Closed	Labor Day	Office Closed	Labor Day	Office Closed

SEPTEMBER 16	Diez Y Seis (Mexican Independence Day)	NOT OBSERVED	Diez Y Seis (Mexican Independence Day)	NOT OBSERVED	Diez Y Seis (Mexican Independence Day)	NOT OBSERVED	Diez Y Seis (Mexican Independence Day)	NOT OBSERVED	Diez Y Seis (Mexican Independence Day)	NOT OBSERVED
OCTOBER 12	Columbus Day	NOT OBSERVED	Columbus Day	NOT OBSERVED	Columbus Day	NOT OBSERVED	Columbus Day	Office Closed	Columbus Day	Office Closed
NOVEMBER 11	Veterans Day	Office Closed	Veterans Day	Office Closed	Veterans Day	Office Closed	Veterans Day	NOT OBSERVED	Veterans Day	Office Closed
NOVEMBER (4th Wed.)	Day Before Thanksgiving	NOT OBSERVED	Day Before Thanksgiving	NOT OBSERVED	Day Before Thanksgiving	NOT OBSERVED	Day Before Thanksgiving	Closed ½ day	Day Before Thanksgiving	Closed ½ day
NOVEMBER (4th Thur.)	Thanksgiving Day	Office Closed	Thanksgiving Day	Office Closed	Thanksgiving Day	Office Closed	Thanksgiving Day	Office Closed	Thanksgiving Day	Office Closed
NOVEMBER (Fri. after 4th Thur.)	Day After Thanksgiving	Office Closed	Day After Thanksgiving	Office Closed	Day After Thanksgiving	Office Closed	Day After Thanksgiving	Office Closed	Day After Thanksgiving	Office Closed
DECEMBER 23	Day Before Christmas Eve	NOT OBSERVED	Day Before Christmas Eve	NOT OBSERVED	Day Before Christmas Eve	NOT OBSERVED	Day Before Christmas Eve	Closed ½ day	Day Before Christmas Eve	Closed ½ day
DECEMBER 24	Christmas Eve Day	Office Closed	Christmas Eve Day	Office Closed	Christmas Eve Day	Office Closed	Christmas Eve Day	Office Closed	Christmas Eve Day	Office Closed
DECEMBER 25	Christmas Day	Office Closed	Christmas Day	Office Closed	Christmas Day	Office Closed	Christmas Day	Office Closed	Christmas Day	Office Closed
DECEMBER 26	Day After Christmas	Office Closed	Day After Christmas	NOT OBSERVED	Day After Christmas	NOT OBSERVED	Day After Christmas	NOT OBSERVED	Day After Christmas	NOT OBSERVED
DECEMBER 31	New Year's Eve	NOT OBSERVED	New Year's Eve	NOT OBSERVED	New Year's Eve	NOT OBSERVED	New Year's Eve	Office Closed	New Year's Eve	NOT OBSERVED



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9B

TITLE:

Receive Quarterly Report from Bastrop Museum and Visitor Center.

ATTACHMENT(S):

- PowerPoint





HOT Fund Presentation

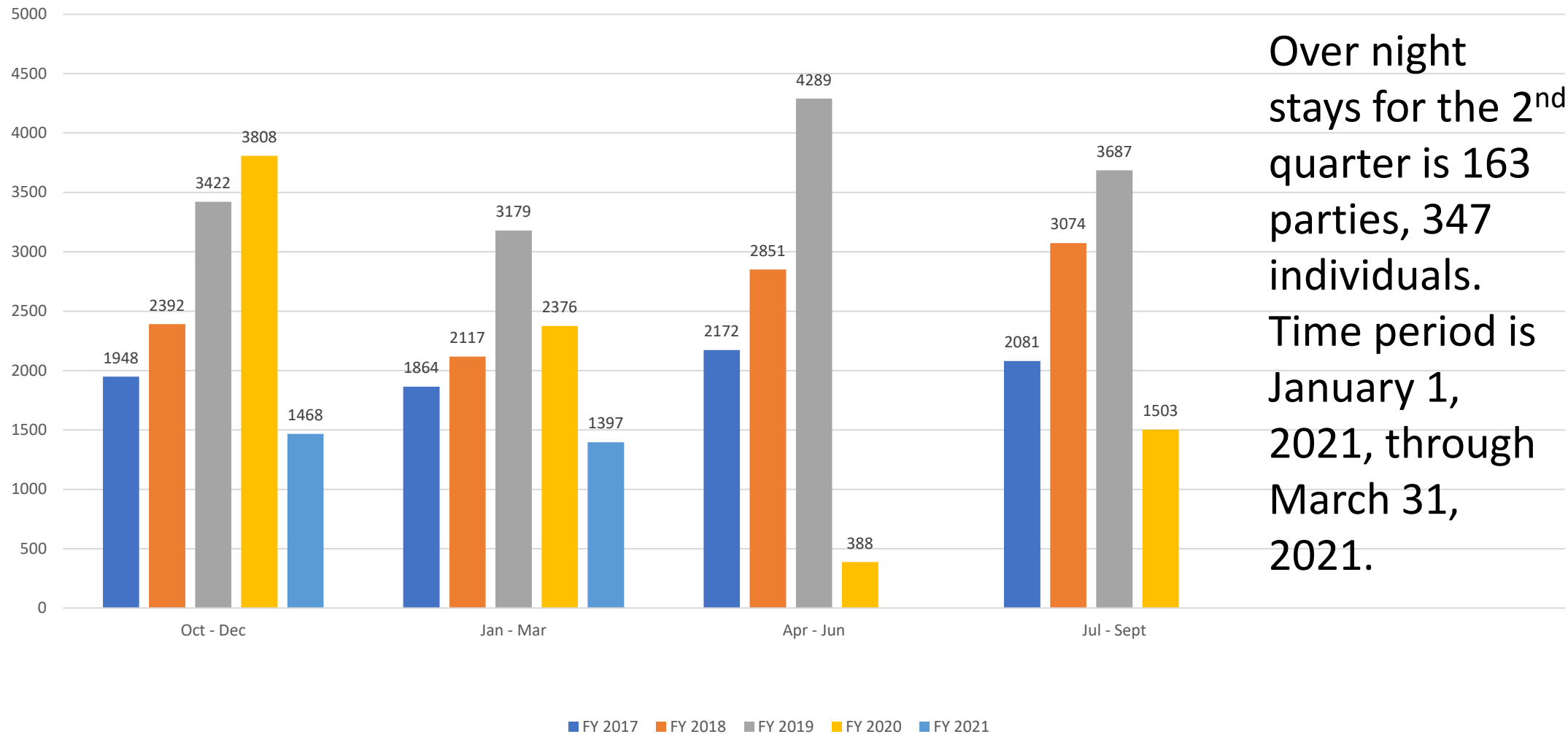
Bastrop City Council – April 2021



2021 Visitor Center – 2nd Quarter Highlights

FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
1948	2392	3422	3808	1468
1864	2117	3179	2376	1397
2172	2851	4289	388	
<u>2081</u>	<u>3074</u>	<u>3687</u>	<u>1503</u>	
8,065	10,434	14,577	8,075	

Total Visitors



Over night stays for the 2nd quarter is 163 parties, 347 individuals. Time period is January 1, 2021, through March 31, 2021.

Visitor Demographics

25 States

- Alaska, Arizona, Arkansas, California, Florida, Illinois, Indiana, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, Ohio, Oregon, Utah, Washington, Wisconsin

2 Countries

- Canada, UK

Volunteer Hours

- Visitor Center
 - 12
- Dollar Value = \$276 (\$23 hr.)





Museum Highlights

- Special Exhibit
- Bastrop Christian Church – 125 Years

2nd Quarter Meeting:
Homes on the Homes Tour
Calendar

Robbie Sanders &
Sandra Chipley
22 in person
27 online

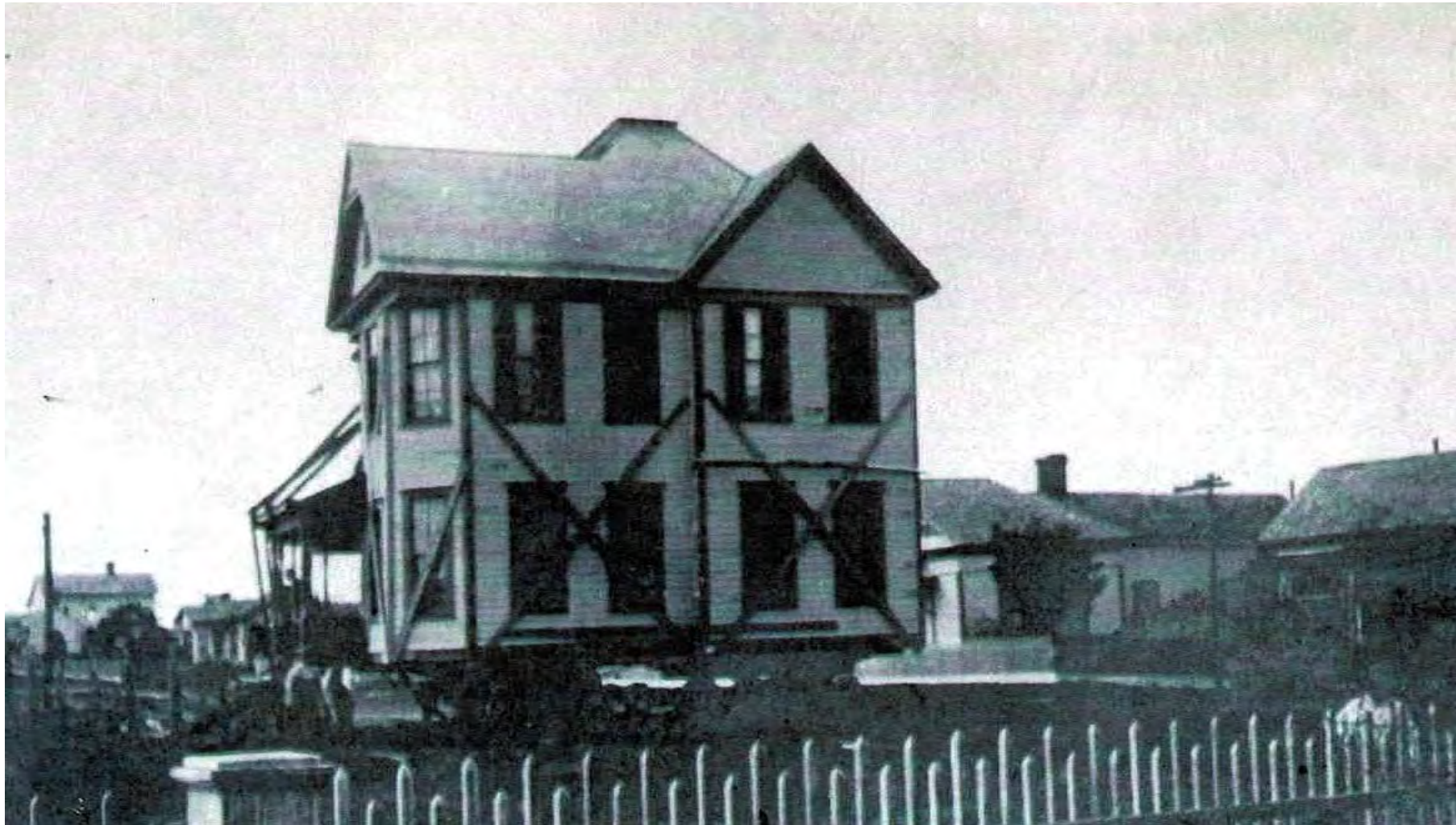
Bastrop Historic Homes Tour



Ancient Oaks Ranch

circa 1856-1857

2021 Calendar



Rotating Exhibit at the Library

Mobile Homes of Bastrop County – 1908 Dr. T.B. Taylor House

Notables

- An increase of 164 pieces all to be added to the museum's searchable database and available to Bastropians, visitors , historians, students, researchers and genealogists.
- The second quarter of 2021 we had 22 individuals reach out to the library in search of information about those who came before them.
 - 12 email
 - 7 in person from Bastrop
 - 3 in person out of state
- Transcribed 2 additional oral histories
- Hosted 3 Uniquely Bastrop webinars
- Historic Tourism Committee – working to package tours for visitors starting with family friendly ones.
- Historic Downtown Walking Tours every Saturday in May.



Volunteer Hours

- Museum
 - 116* (last month was 46)
- Dollar Value = \$2,668



*This number does not include the hours contributed by our dedicated Board of Trustees, our Museum Curator (Robbie Sanders) or Special Exhibit Manager (Michal Hubbard).

THANK YOU!



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9C

TITLE:

Receive Quarterly Report from Bastrop Opera House.

ATTACHMENT(S):

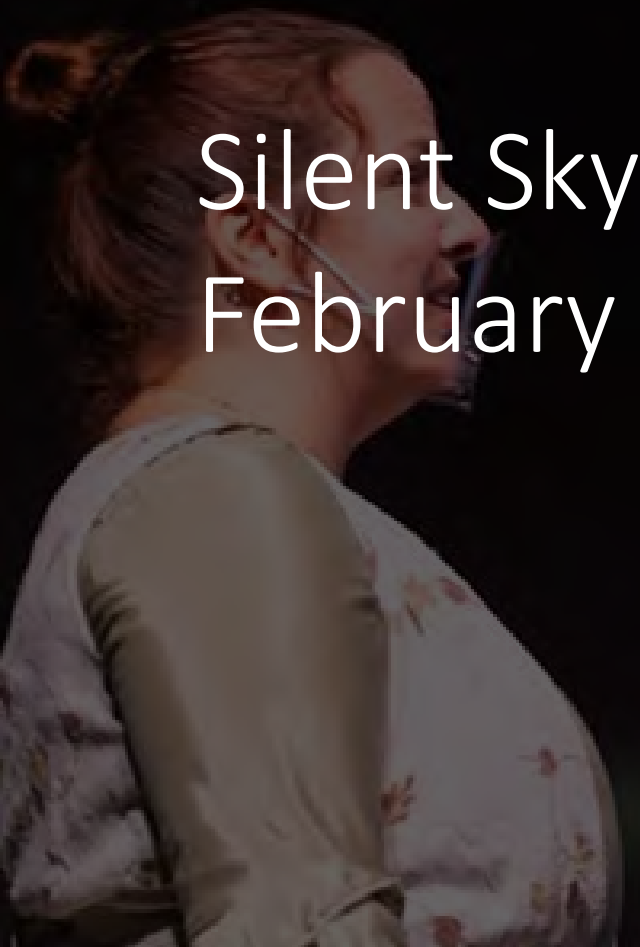
- PowerPoint



Bastrop Opera House Quarterly Report



Silent Sky
February





“Deliver Us From Mama” March

Alire

The logo features a dark purple, ornate, scalloped-edged frame. Inside the frame, three spotlights from above cast beams of light onto the word "Bastrop". A bright blue ribbon banner with white text is positioned across the lower half of the frame.

Bastrop

Youth Performing Arts Academy



Dracula!

The Radio Play

April 9, 10 at 7:30 pm
April 11 at 2:30 pm
Live Streaming April 10 at 7:





COMPLAINT DEPARTMENT and Lemonade



25TH ANNUAL TNT YOUTH CONFERENCE

JUNE 10 – 14, 2020 AT THE JERRY FAY WILHELM CENTER
FOR THE PERFORMING ARTS IN BASTROP, TX

Roald Dahl's

Willy Wonka

JR.

Bastrop Opera House
Presents
The Seventh Annual Bobby Jenkins Scholarships Fundraiser

A Blood Feud Comes to Bastrop:



The Killing of Arthur Burford Bastrop, Texas January 15, 1900

The infamous Stafford-Townsend feud of Colorado County spilled into Bastrop on January 15, 1900 when young lawyer Arthur Burford was ambushed and murdered on Main Street.

Directed by Chester Elitz and Sarah Loucks
Written by David F. Bragg - Assisted by Sam Damon - Edited by Kenneth Kausius

Come sit on the Jury in

The State of Texas v. Walter Reese

Friday, April 23, 2021 - Saturday, April 24, 2021 - Sunday, April 25, 2021
7:00 p.m. 7:00 p.m. Matinee
Tickets \$20 Tickets \$20 Tickets \$20

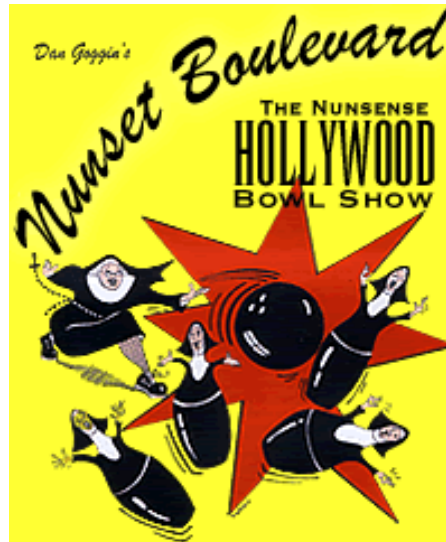
We regret that this year we are unable to have a direct theater due to the pandemic.
If you wish to consider sponsoring a show please contact:
Lisa Holcomb at 512-517-6422 or David Bragg at 512-496-9031



Bastrop Opera House
711 Spring Street, Bastrop, TX
Reserve Tickets at www.BastropOperaHouse.com
For more information call 512-583-6091



COMING SOON!!





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9D

TITLE:

Receive Quarterly Report from Lost Pines Art Center.

ATTACHMENT(S):

- PowerPoint





Lost Pines Art Center

Bastrop City Council – April 2021



Happenings

Virtual, Members Gallery, Art After Dark, Blow Your Own Glass, Artist Resilience Series, Handmade Market



Glass Blowing

45 Rentals in the first quarter

Art After Dark – April 3, 2021

Postponed during the winter months.

Art After Dark

First
Saturday
4.3.21
6-8pm

on the Back Lawn
After Hours

Live Music
with Helen Lee Hoffman
Free Admission!

Complementary
Refreshments



Lost Pines Art Center
1204 Chestnut
Bastrop, Tx 78602
512.321.8055
lostpinesartcenter.org



ELEMENTS

THROUGH THE WATER

A Virtual Exhibit
Coming May 2021

Artist Resilience Series

Interviews featuring Member artists who have persevered in a time of limited opportunities.



ARTIST'S RESILIENCE



Unique Experiences & Traditional Classes

Drawing, watercolor,
Wood Carving



Spring/Summer Sessions
at the Art Center

Blow your Own Glass
Experience Glass Fusing
Wine and unwind
Cyanotype Photography
Silk Marbling

and lots more- to be
announced soon!

MayFest Handmade Market

May 8, 2021



LOST PINES
ArtCenter
BASTROP • TEXAS

MayFest
*at the
Lost Pines Art Center*

Save the Date
5.8.21
11am-5pm
Free Admission

Celebrate Mother's Day!

- Shop from regional artists and craft makers
- Food and Beverage vendors
- Artist Demonstrations and lots more!

Lost Pines Art Center
1204 Chestnut
Bastrop, Tx 78602
512.321.8055
lostpinesartcenter.org

  ****Safety protocols following CDC guidelines**

Stats

- Facebook
 - 4,000 followers
 - US, Mexico, Latin America, Spain, UK and India
- YouTube
 - Just under 75 new views from last presentation.
- Instagram
 - 1000 followers
- Newsletter
 - 2400 subscribers from US, Canada, Brazil, Germany, Dominican Republic – 50% opened March newsletter, up from 26%



Thank You



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9E

TITLE:

Receive Quarterly Report from Bastrop Economic Development Corporation.

ATTACHMENT(S):

- PowerPoint



Update to Bastrop City Council



April 13, 2021

921 Main Street Project is Complete!

- Dec. 2020 – Building received certificate of substantial completion
- Dec. 2020 – Art Institute began move-in process
- Currently finalizing security system in order to receive certificate of occupancy
- Summer 2021 – In-person classes slated to begin
- TBA – Official ribbon cutting



COVID-19 Pandemic – Effect on the Economy

- The Federal Reserve Bank of Dallas described the effect of the COVID-19 pandemic as the “steepest and fastest drop in Texas economic activity in modern history.”
- A Forbes article in February stated: “The pandemic-driven recession is hitting the budgets of non-income tax states like Texas and Florida more than the rest of the country.”
- In May 2020, Texas experienced its largest year-over-year decrease in sales tax revenues in more than a decade – 13.2%.
- In August, the State Comptroller estimated Texas could face a \$4.6 billion budget shortfall. The later revised estimate was under \$1 billion, credited in part to the increase in e-commerce last year.

COVID-19 Pandemic – Effect on Businesses

- Yelp: Up to 60% of businesses that closed due to COVID-19 won't reopen.
- In September 2020, the Texas Restaurant Association estimated that 15% of the 50,000 restaurants in Texas have closed for good; could increase to 40% without financial support.
- Smaller retailers have suffered disproportionately, less able to meet payrolls and rent payments than the larger chains.
- Big box stores have also closed or applied for bankruptcy.

COVID-19 Relief Grant Program Summary

- First round of grant funding was issued April 17, 2020, less than 30 days from the Governor's Executive Order placing restraints on businesses.
- Total of 137 businesses were assisted.
- \$588,000+ in grant funds were distributed.
- BEDC will be emailing a survey to all grant recipients on April 17th.

#BastropStrong

Relief Grants – What the Business Community Said

- “We're pushing hard to keep the doors open and everyone safe while we pursue additional revenue, and we owe so much of the ability to do that to you and your team.”
- “Thank you [staff] and the Board of Directors of BEDC for the opportunity to ask for more funding during this horrific time. Without it, I would surely be totally out of business now.”
- “Thank you for all you guys are doing to help us out. I know a lot of people in business all over Texas and they are really surprised how much Bastrop has done to help its small businesses.”
- “Truly was a life raft in some really rough seas. It gave us a little free flow of cash to bring our people back and get them trained.”

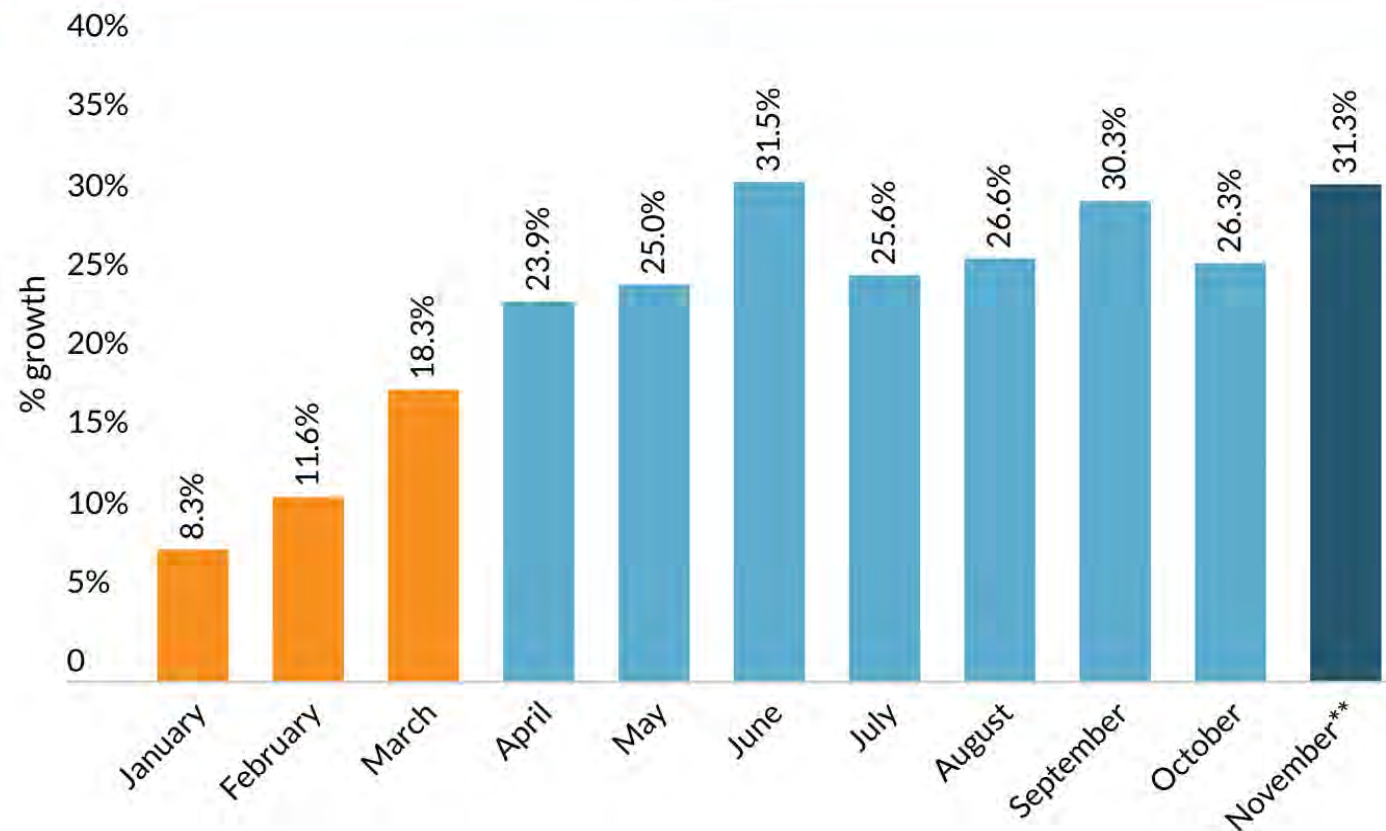
E-Commerce Growth in the U.S.

- Ecommerce has grown consistently over the last decade, approximately 13% - 18% each year.
- Due in large part to stay-at-home mandates and concerns about the virus, online sales jumped 32.4% from 2019 to 2020 = \$791.70 billion.
- In 2020, ecommerce accounted for 19.6% of total U.S. retail sales, a nearly 25% increase over 2019 (15.8%).

E-Commerce Growth in the U.S.

US nonstore sales* still growing at record rate during COVID-19

Year-over-year growth, by month



Source: Digital Commerce 360 analysis of U.S. Department of Commerce data

*Excludes fuel sales

** Advance numbers that exclude a Digital Commerce 360 estimate for fuel sales

E-Commerce and Sales Tax – A Brief History

- Since 1992 when the U.S. Supreme Court ruled in *Quill v. North Dakota*, states had been prevented from collecting sales tax from online purchases, unless the seller had a physical presence in that state.
- In June 2018, the Supreme Court's decision on *South Dakota v. Wayfair* overturned *Quill*; stated physical presence aspect was “unsound and incorrect” considering current technology. This allowed states and local jurisdictions to impose sales tax on out-of-state sellers.
- In May 2019, Texas passed the necessary sales tax legislation; also established a single local use tax rate, simplifying the process of sales tax collections by online businesses.

E-Commerce in Texas

The general rule (as of October 2019):

- Remote sellers are required to collect and remit sales tax if they have an economic nexus in Texas. If you have a physical presence in this state (e.g., business location), you are not a remote seller.
- Does not affect businesses with less than \$500,000 total sales in the state in the preceding year (safe harbor).
- Local sales tax is due at the location where the order is delivered when the order is not received or fulfilled from a Texas place of business.

E-Commerce in Texas

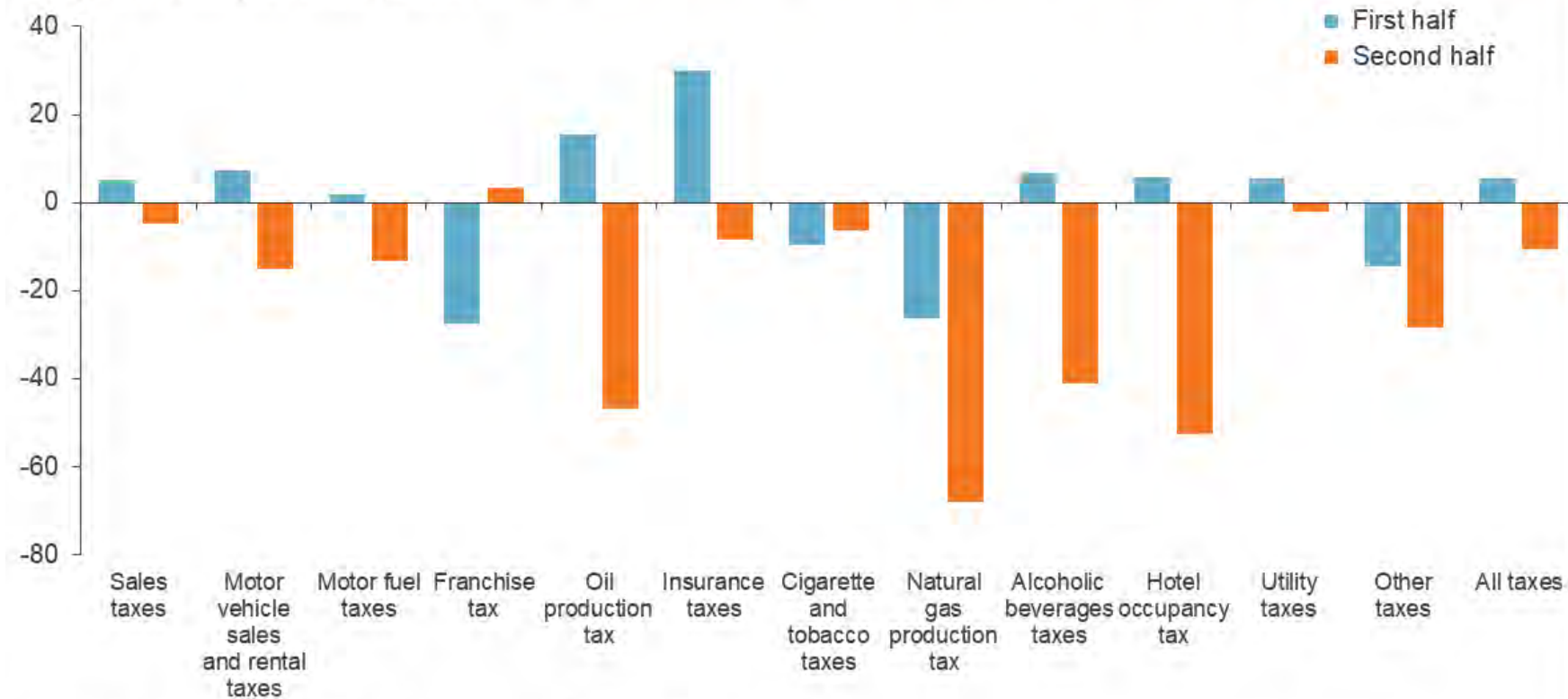
- If the seller is in Texas, however, the sales tax is collected and remitted to the location where the seller is located.
- HB 4072 has been filed at the Texas Legislature to change this, so that all sales tax is based on the ship-to address / point of delivery.
- If passed, Round Rock and San Marcos will be affected the most.

Sales Tax – Texas Overall

Chart 4

Texas Sales Tax Revenue Dips in Second Half of Fiscal 2020; Most Other State Taxes Plunge

Change from prior-year period (percent)

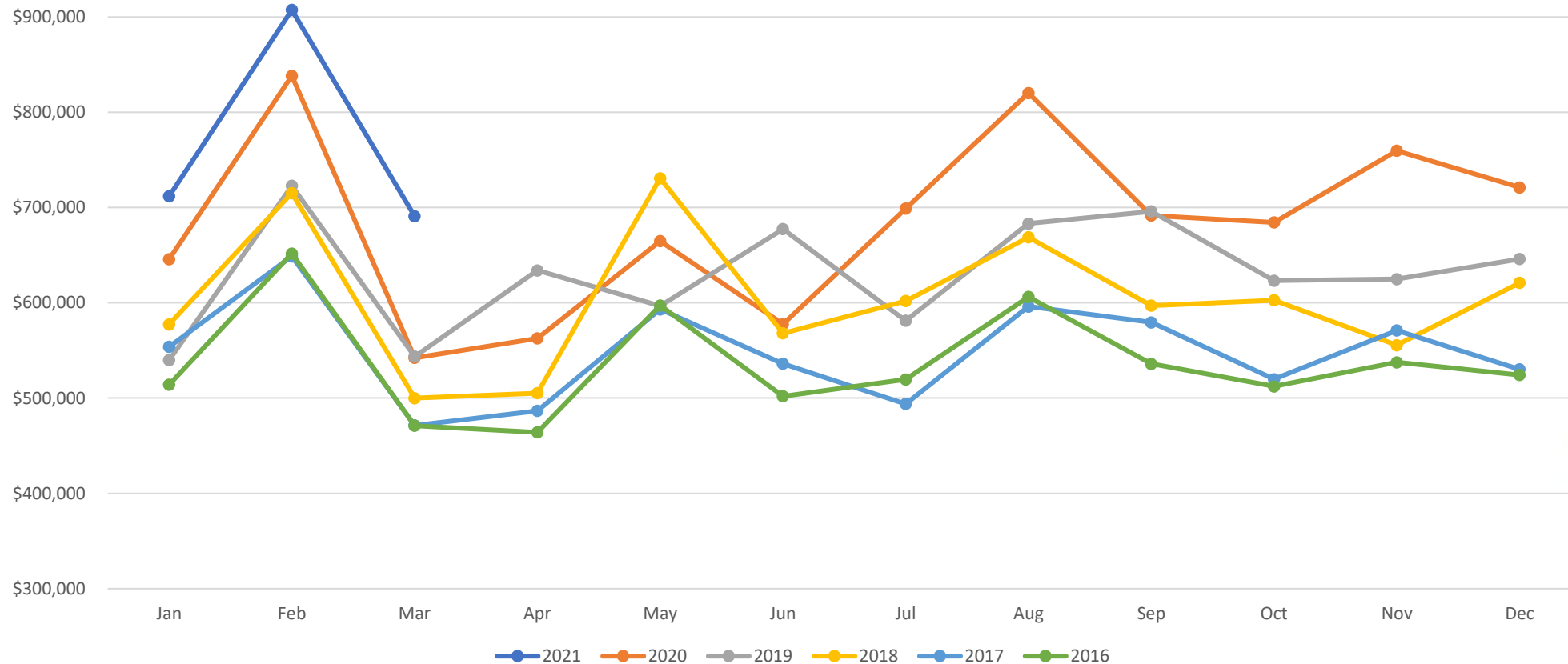


SOURCES: Texas Comptroller of Public Accounts; author's calculations.

Federal Reserve Bank of Dallas

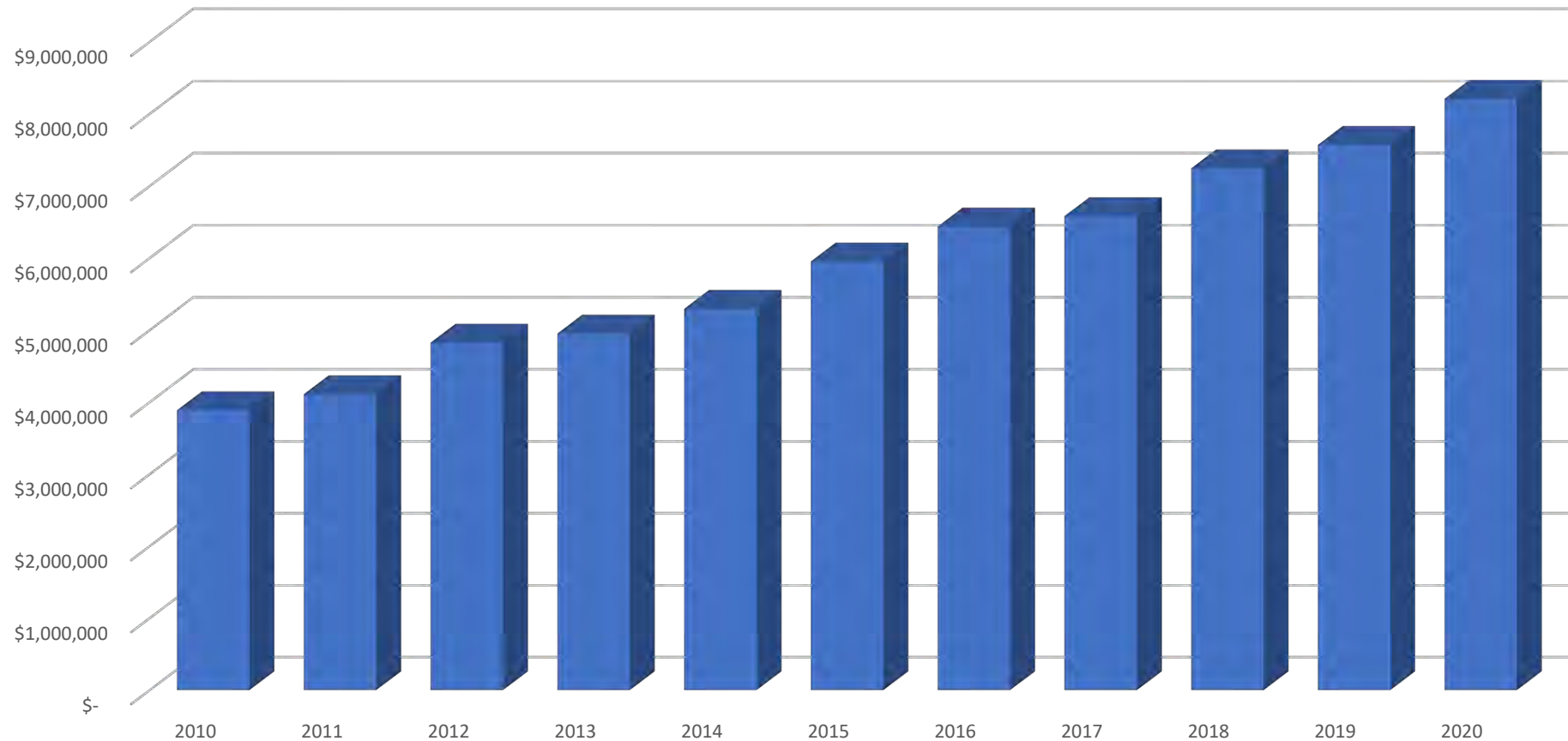
Sales Tax – City of Bastrop

City of Bastrop
Sales Tax Revenues 2016 - YTD 2021



Sales Tax – City of Bastrop

City of Bastrop
Sales Tax Revenues
2010 - 2020



Sales Tax – City of Bastrop

City of Bastrop
Sales Tax 2019 Compared to 2020 and YTD 2021



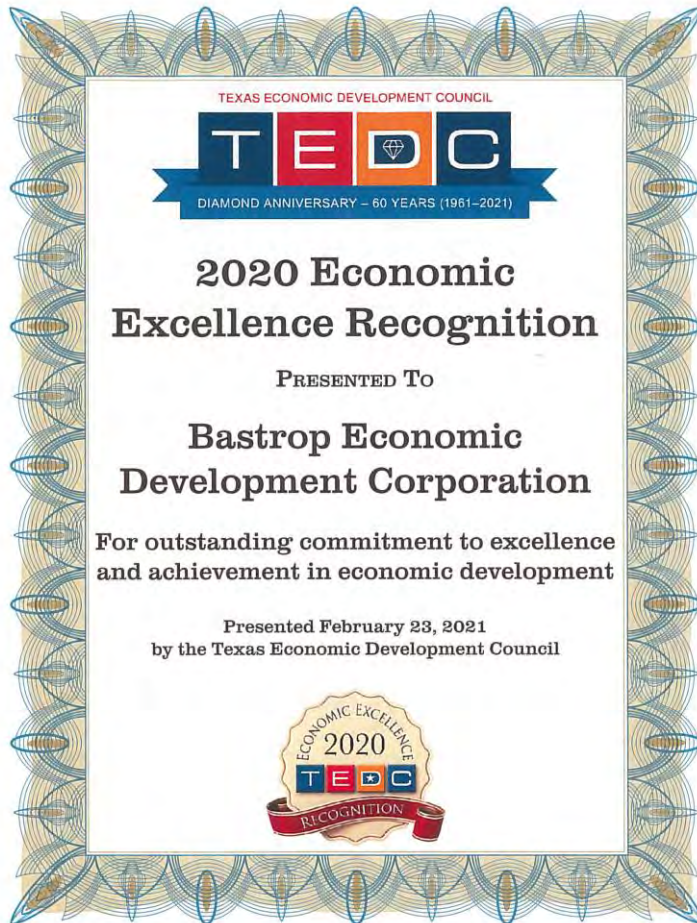
Award of Distinction – Bastrop Chamber



The BEDC was awarded the Bastrop Chamber of Commerce Award of Distinction for 2020, for the work done by the organization on the COVID-19 Relief Grants to assist businesses through the pandemic.



Award for Economic Excellence – TEDC



The Texas Economic Development Council's Economic Excellence Award recognizes economic development organizations that meet a desired threshold of professionalism.

Recipients qualify for recognition based on training taken by their governing board as well as the economic development director and staff.

Certifications, professional memberships and activities, and organizational effectiveness of the economic development staff also contribute to the standards for qualification.

Questions?



Thank you!



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9F

TITLE:

Receive Quarterly Report from Visit Bastrop.

ATTACHMENT(S):

- PowerPoint



VISIT
BASTROP EST.
1832
Texas

Q2 FY21: JANUARY, FEBRUARY, MARCH
SALES AND MARKETING REPORT

Collaboration THAT COUNTS.

- Chamber of Commerce presentation
- Historic Commission
- Historic tourism
- Film Bastrop partnership
- Bird City Coalition
- Convention Center landing page
- Main Street micro-site
- LCRA/Base Camp Deli partnership
- TACVB Winter Conference
- Music Friendly database rollout
- Visitor Center report partnership
- Community Asset partnership
- Calls for local content
- Storm assistance & communication
- Supported CARTS grand opening
- Chamber of Commerce golf tournament volunteer & sponsorship
- Visitor guide share with Visit Austin
- Welcomed the Country Rewind Tour

Today's sales. TOMORROW'S BUSINESS.



233 Partner Outreach



645 Sales Calls

	YTD Quantity	YTD Room Nights	YTD Attendees	Last Year Quantity	Last Year Room Nights	Last Year Attendees
LEADS	38	9,670	11,560	31	6,691	8,016
LEADS SERVICE REQUESTS	3	Known Contract Value \$5,500.00	200	2	Known Contract Value \$28,572.52	1,800

Results worth FIVE STARS.

Not only does the growth of our local tourism industry rely on the overnight visitor, so do a myriad of friends and neighbors. Lodging owners. Cleaning crews. Landscapers. Electricians. Plumbers. Handymen. The list is endless.

	YTD Quantity	YTD Room Nights	YTD Attendees	Last Year Quantity	Last Year Room Nights	Last Year Attendees
DEFINITES	15	2,889	5,590	27	5,570	8,576
DEFINITE SERVICE REQUESTS	6	Known Contract Value \$9,600.00	390	8	Known Contract Value \$738,422.11* (3) Large groups	920

2021 TRADE SHOW KPI'S

MEETINGS	FY 20 - 21 GOALS	FY 20 – 21 YTD ACTUALS
MEETING CONVERSION RATE	80%	54%
CONFERENCE DIRECT	15 LEADS	1 - contract started 1/15/2021
CVENT	15 LEADS	24 - contract started 1/15/2021
CYBER CONNECT – TRADE SHOW	10 LEADS	1 - Held - December 15, 2020
DESTINATION TEXAS	5 LEADS	6 - Held - February 3, 2021
SOUTHWEST SHOWCASE	20 LEADS	August 2021

Return on INVESTMENT.

Visitors who stay here spend here.

As locals, we get to enjoy all the wonderful offerings in Bastrop, while also reminding ourselves that without the visitors, many of our businesses would not be in existence today.

YTD ECONOMIC IMPACT – BOOKED BUSINESS

FY 2020 - 2021 - \$1,684,474.54

FY 2019 – 2020 - \$2,893,253.31

YTD ECONOMIC IMPACT – LEADS GENERATED

FY 2020 – 2021 - \$8,893,677.75

FY 2019 - 2020 - \$4,516,198.39

RECOVERY

Meeting Planner Sentiments – Meetings & Events

- The roll-out of many vaccine candidates is the gift the event industry has been hoping for.
- The destination experience and destination programming are a top priority this year, particularly drive-in destinations offering significant transportation accessibility. In fact, the destination experience has probably never been more important!
- The more time passes without in-person events, the more we collectively realize their importance. The reality is that in-person events will kick back hard once they will have a proper chance to do so. *Hospitality.net, SKIFT*

RECOVERY

Travelers Sentiments – Leisure

- Americans' optimism about the course of the pandemic is up a staggering 40 percentage points since the start of the year, with 60.3% feeling things will get better in the next month.
- A factor in this growing openness and excitement towards travel is certainly an increasing sense of safety.
- A relaxing environment, good weather, welcoming atmosphere, ease in getting around and scenic beauty are also most critical. *Destinations Analysts*

WELL SAID.

“My family and a friend’s family were planning a trip to Austin to search for vinyl records. After searching google, we decided to stop and spend the night in Bastrop to visit Astro Records. It was a great experience for all of us, including the kids. And we were delighted to ‘discover’ this great town. We had no idea. It was so nice to find a small town in Texas with something other than antiques shops. Excited to come back often!”

*- Phillip Ragain
Via Visit Bastrop Website*

FY 2021 MARKETING KPI'S

PUBLIC RELATIONS	2020 ACTUALS	20-21 GOALS	ACTUALS Q1	ACTUALS Q2	YTD
PR PITCHES	39 pitches	flat projection - COVID	14 pitches	31 pitches	45 pitches
MEDIA ALERTS & PRESS RELEASES	12 releases & alerts	flat projection - COVID	-	2 media alerts	2 media alerts
WEBSITE					
PAID SEARCH	26,023 sessions	+15% YOY (29,926 sessions)	5,866 sessions	11,386 sessions	17,252 sessions
OVERALL TRAFFIC	134,031 sessions	+7% YOY (143,413 sessions)	47,342 sessions	35,469 sessions	82,811 sessions
ORGANIC TRAFFIC	74,574 sessions	+7% YOY (79,794 sessions)	27,515 sessions	17,587 sessions	45,102 sessions
REPEAT VISITORS	30,122 sessions	+7% YOY (32,231 sessions)	11,743 sessions	7,828 sessions	19,571 sessions
BLOG TRAFFIC	3,234 sessions	+7% YOY (3,460 sessions)	935 sessions	870 sessions	1,805 sessions
VISITOR GUIDE REQUESTS	1,002 requests	+20% YOY (1,202 requests)	300 requests	579 requests	879 requests

FY 2021 MARKETING KPI'S

SOCIAL MEDIA	2020 ACTUALS	20-21 GOALS	ACTUALS Q1	ACTUALS Q2	YTD
FACEBOOK ENGAGEMENTS	27,932 engagements	5% + YOY (29,328 engagements)	1,700 engagements	5,445 engagements	7,145 engagements
INSTAGRAM FOLLOWERS	1,756 followers	30% + YOY (1,843 followers)	1,058 followers	2,129 followers	2,129 followers
TWITTER FOLLOWERS	594 followers	10% + YOY (653 followers)	594 followers	587 followers	587 followers
NEWSLETTER	2020 ACTUALS	2021 GOALS	Q1 ACTUALS	Q2 ACTUALS	YTD
E-NEWSLETTER OPT INS (LEISURE)	202 opt-ins	+35% YOY (272 opt-ins)	280 opt ins	522 opt ins	802 opt ins
E-NEWSLETTER OPT INS (MEETING)	754 opt-ins	+10% YOY (829 opt-ins)	0 opt ins	1 opt ins	1 opt ins
E-NEWSLETTER OPEN RATE (LEISURE)	32% open rate	Exceed industry standard 11.3%	35% open rate	29% open rate	32% open rate
E-NEWSLETTER OPEN RATE (MEETING)	28% open rate	Exceed industry standard 11.3%	25% open rate	14.7 % open rate	19.6% open rate

Q2 WEBSITE OVERVIEW

Overall Traffic Summary | Quarterly Recap

How is my total traffic performing over time?

by Sessions per month last quarter compared year-over-year

Month	Sessions	% Δ
March	15,188	54.1% ↑
February	9,167	-24.4% ↓
January	10,844	-11.9% ↓
Grand total	35,199	2.7% ↑

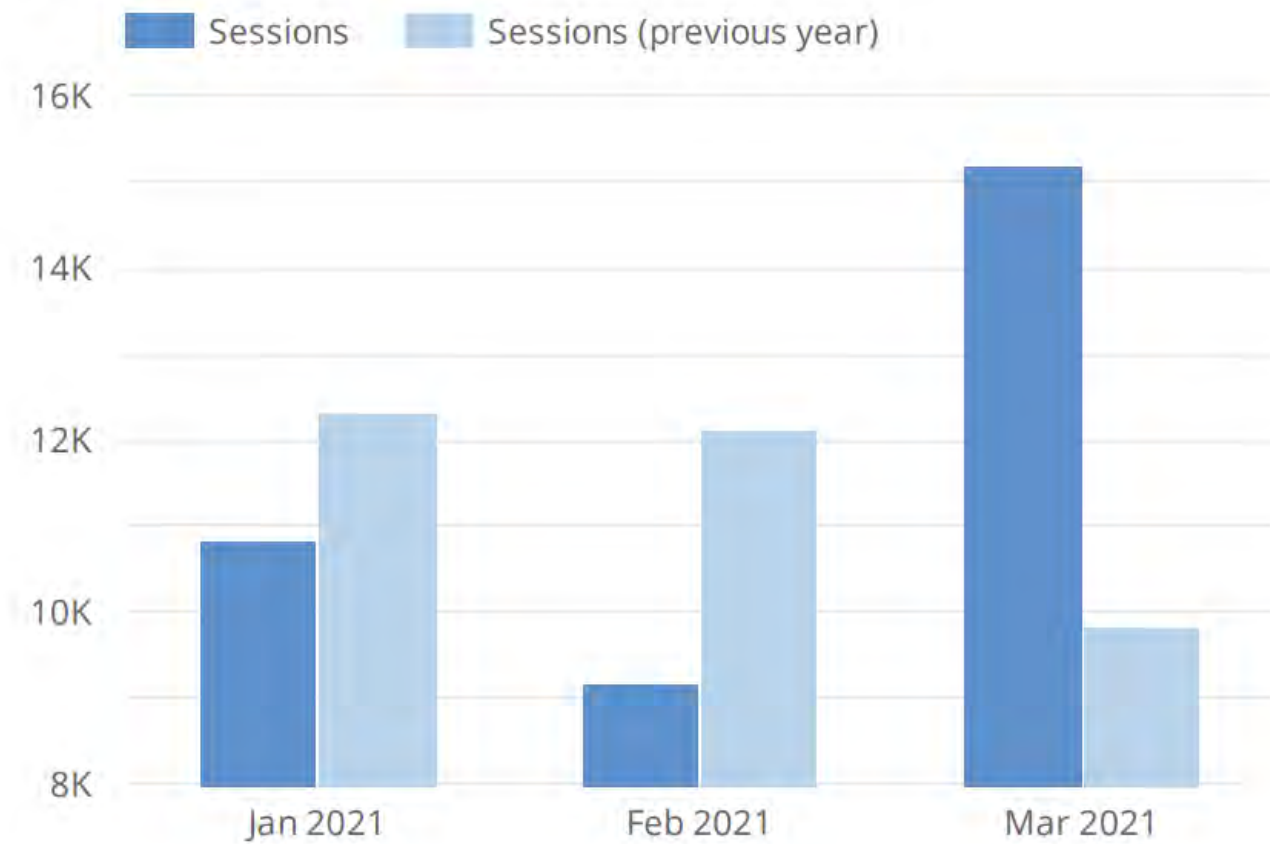
What channels are my website visitors coming from?

by Channel and Sessions for the quarter compared year over year

Channel	Sessions ▾	% Δ
Organic Search	17,587	11.6% ↑
Paid Search	11,386	13.3% ↑
Direct	3,284	-17.5% ↓
Referral	1,475	-18.1% ↓
Social	1,360	-15.3% ↓
Grand total	35,199	2.7% ↑

How are sessions from all sources trending?

by Sessions Compared Year over Year

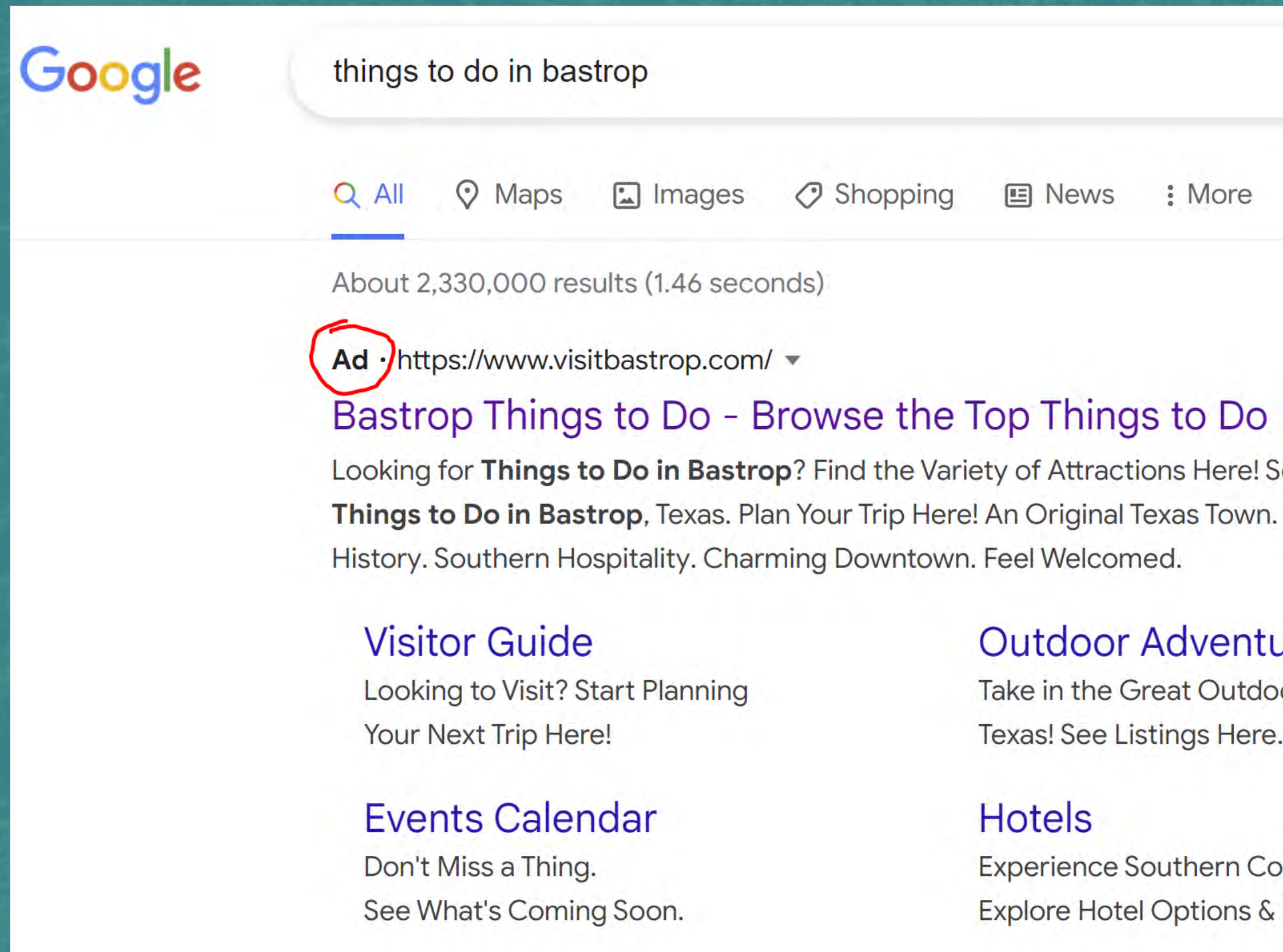


How does my website perform compared to the industry averages?

by Pages per Session, Avg. Session Duration, and Bounce Rate for All and Organic Traffic

Metric	Industry Average	Bastrop	
Total Pages Per Session	1.91	2.36	26.84%
Total Avg Session Duration	00:01:49	00:02:03	16.03%
Total Bounce Rate	55.38%	48.53%	-12.94%
Organic Pages Per Session	2.06	2.32	14.86%
Organic Avg Session Duration	00:02:13	00:02:08	-2.29%
Organic Bounce Rate	48.32%	45.65%	-5.09%

PAID SEARCH Q2 RECAP



- On pages where we can compare YOY data, both pages per session & avg. session duration have improved significantly. 45% and 70%, respectively.
- We've started bidding on keywords using the term "near Austin" (Ex. "things to do near Austin", "places to stay near Austin").
- Bastrop State Park in the outdoor campaign has received over 2,100 clicks.
- Top 5 cities users are coming from: Austin, Houston, San Antonio, Dallas & Bastrop.
- Things to Do, Outdoors, Visit Bastrop Ge& Accommodations are the top performing campaigns.

PUBLIC RELATIONS Q2 RECAP

- Visit Bastrop continues to promote Bastrop as a safe travel destination now, as well as a must-see small-town destination in the future.
- Monthly Call for Content: form to give hospitality partners an opportunity to promote their business on Visit Bastrop's earned and owned media channels.
 - *Valentine's Day Offers*
 - *Wellness Travel*
 - *What's New in Bastrop*
- Adjusted travel advisory copy on the website, informing travelers of current COVID-19 and weather restrictions.
- The team maintained up-to-date travel advisories on the website informing visitors of impacts of the storm.
- Visit Bastrop partnered with local media outlets to promote stories of local community spirit to support earned media opportunities.
- Sourced content from hospitality partners highlighting live music performances, outdoor meeting offerings and new developments for future pitching.
- Pitching efforts continued to focus on promoting outdoor activities, attractions, dining, lodging and weddings.

EARNED MEDIA – Q2 OVERVIEW

Total Pieces of Coverage: 31

Est. Total Potential Audience: 66.1K+

Est. Total Online Coverage Views: 329.7K+

Est. Potential Audience = total combined potential reach of monthly secured coverage including digital reach and broadcast outlets.
Est. Total Online Coverage Views = total views a specific piece of coverage will receive during its lifetime.

JANUARY BLOG RECAP

Blog post performance:

1/25 – Planning for Happy Family Reunions in Bastrop

- Page Views: 51
- Avg. Time Spent: 0:59

2/2 - Top 5 Ways to Celebrate Love in Bastrop

- Page Views: 165
- Avg. Time Spent: 1:58

Performance analytics are based on posts being live on the website for 1 month.



PLANNING FOR HAPPY FAMILY REUNIONS IN BASTROP

By Visit Bastrop on Jan. 25, 2021

Settle in for some rewarding family time right here in Bastrop, TX! With stunning views along the Colorado River, fantastic state parks, good eats and a variety of places to stay from luxurious to cozy, there really is something for everyone here. With January 26 th comes National Plan for Vacation...

[Continue Reading →](#)



TOP 5 WAYS TO CELEBRATE LOVE IN BASTROP

By Visit Bastrop on Feb. 02, 2021

Love is just about everywhere this February (and always!) in Bastrop, TX. With its natural beauty and gentle pace, this historic small town is an ideal place to get away with your better half. To help you capture every special moment, allow us to share the top five ways to enjoy your romantic...

[Continue Reading →](#)

FEBRUARY BLOG RECAP

Blog post performance:

2/25 – Stay, Work & Play in Bastrop

- Page Views: 62
- Avg. Time Spent: 2:51

3/3 – Best Comfort Foods in Bastrop

- Page Views: 56
- Avg. Time Spent: 4:40

Performance analytics are based on posts being live on the website for 1 month.

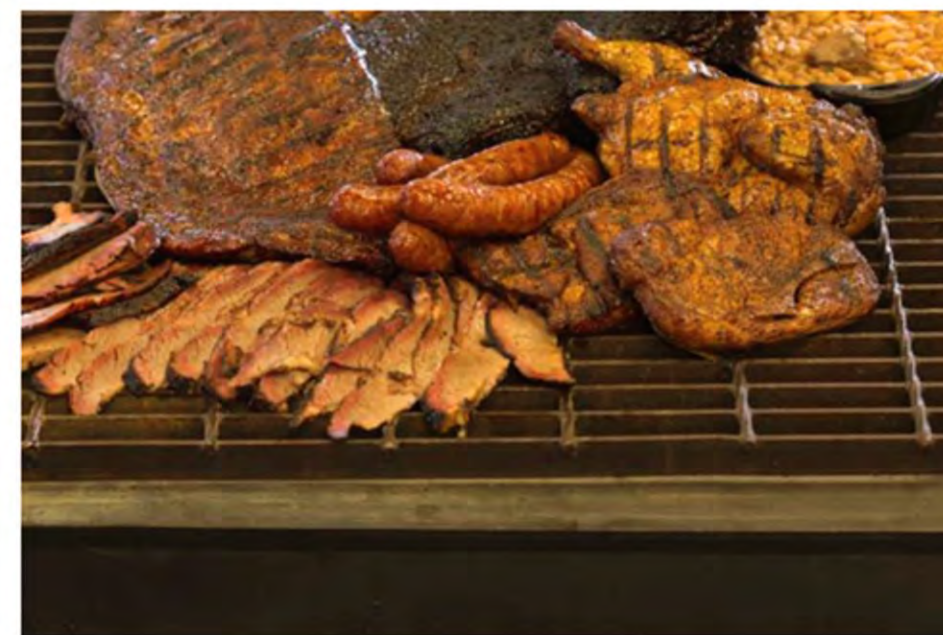


STAY, WORK & PLAY IN BASTROP

By Visit Bastrop on Feb. 25, 2021

Welcome to where you really can do it all – and safely, too! Bastrop, TX is the perfect place to work and play. It offers a variety of charming indoor and outdoor spaces ready for large or more intimate meetings and events. Plus, there are several spots for amazing outdoor adventures and a wide...

[Continue Reading →](#)



BEST COMFORT FOODS IN BASTROP

By Visit Bastrop on Mar. 03, 2021

Here in Bastrop, comfort food is always in season and we've got plenty of room at the table. Read on for some of our favorite must-try restaurants in town where you can satisfy your craving for a plate of mouthwatering BBQ, chicken-fried steak, a big ol' breakfast and much more! Farm-to-Fork The...

[Continue Reading →](#)

MARCH BLOG RECAP

Developed and published two blog posts:

3/12 – Let Nature Welcome You to Bastrop

3/30 – Film Fans Are Always Welcome in Bastrop



LET NATURE WELCOME YOU TO BASTROP

By Visit Bastrop on Mar. 12, 2021

If the great outdoors are calling you this spring, then answer the call in Bastrop, TX. Several hiking trails among the famous Loblolly Pines await you, ranging from peaceful to challenging. If camping is your aim, then you'll find several beautiful spots along Lake Bastrop, in Bastrop State Park or...

[Continue Reading →](#)



FILM FANS ARE ALWAYS WELCOME IN BASTROP

By Visit Bastrop on Mar. 30, 2021

The film-friendliest town in Texas, Bastrop has welcomed filmmakers for years. In fact, Bastrop County has officially been named the "Film Hospitality Capital of Texas," a title that recognizes the region's decades-long history of hosting production crews for everything from blockbuster movies to...

[Continue Reading →](#)

Q2 MEDIA ALERT

- Augustine developed a media alert announcing the launch of Film Bastrop:
- 'Film Bastrop' Initiative to Launch Jan. 14 with Both In-Person and Virtual Event Options
- Distributed 1/12 to local and regional news outlets, as well as national trade outlets.

Industries Represented: film



Q2 PROACTIVE OUTREACH

- The Wall Street Journal – Spring Break Destinations for Families
Industries Represented: arts, lodging, outdoor
- Freelance Writer (Travel Awaits, My Travelling Roads, etc.) – Small Towns with Big Texas Charm You Need to Visit
Industries Represented: arts, history, outdoor, entertainment
- Freelance Writer (Thrillist, Houston Press, etc.) - The Most Beautiful Places to Visit in Texas
Industries Represented: arts, entertainment, outdoor
- Thrillist – Perfect Road Trips for When You Need to Escape Austin
Industries Represented: arts, entertainment, lodging, outdoor
- Travel Channel – Best Small Towns to Visit
Industries Represented: arts, entertainment, history, restaurants, outdoor

The logo for The Wall Street Journal, featuring the letters "WSJ" in a large, black, serif font on a white background.The logo for Thrillist, featuring the word "thrillist" in a white, lowercase, rounded font with a black outline, set against a solid orange background.The logo for Travel Channel, featuring the word "Travel" in a large, yellow, stylized font, followed by a purple right-pointing triangle, with the word "CHANNEL" in a smaller, yellow, sans-serif font below it, all on a white background.

Q2 PROACTIVE OUTREACH

- Budget Travel – The Best ‘Second City’ Destinations in the U.S.
Industries Represented: arts, lodging, outdoor
- Travel + Leisure – Best Small Towns in the South
Industries Represented: arts, history, outdoor, entertainment
- Brides – Micro-Wedding Destinations
Industries Represented: arts, entertainment, outdoor
- Meetings Today – Small Towns Are the Next Big Thing in Meetings
Industries Represented: venues, lodging, Hyatt Regency Lost Pines

A story idea on the Bastrop community spirit correlated with the inclement weather was submitted to the following outlets:

- *Austin-American Statesman*
- *FOX Austin*
- *KEYE*
- *KVUE*
- *KXAN*
- *Spectrum News Austin*

Budget Travel

TRAVEL+
LEISURE

BRIDES

meetings
PEOPLE + PLACES TODAY™

Q2 PROACTIVE OUTREACH

- **Anonymous (via HARO) – The Weirdest Museums in the U.S.**
Industries Represented: arts, entertainment
- **Freelance Writer (AAA, Alaska Beyond, Texas Highways, etc.)**
Why Visit Bastrop
Industries Represented: arts, history, outdoor, entertainment, lodging, Hyatt
- **Real Simple – Wedding Planning Advice**
Industries Represented: venues/special events
- **Travel Awaits – Why Visit Bastrop**
Industries Represented: arts, history, outdoor, restaurants, entertainment, lodging
- **Pure Wow – Best Small Towns to Visit**
Industries Represented: arts, history, restaurants, entertainment, lodging, outdoor
- **Fishing Booker – Best Spring Fishing Destinations in the U.S.**
Industries Represented: outdoor
- **Smart Meetings – New Meetings Incentives in Bastrop**
Industries Represented: venues, lodging, Hyatt Regency Lost Pines

REALSIMPLE



PureWow.

Smartmeetings

Q2 SECURED COVERAGE

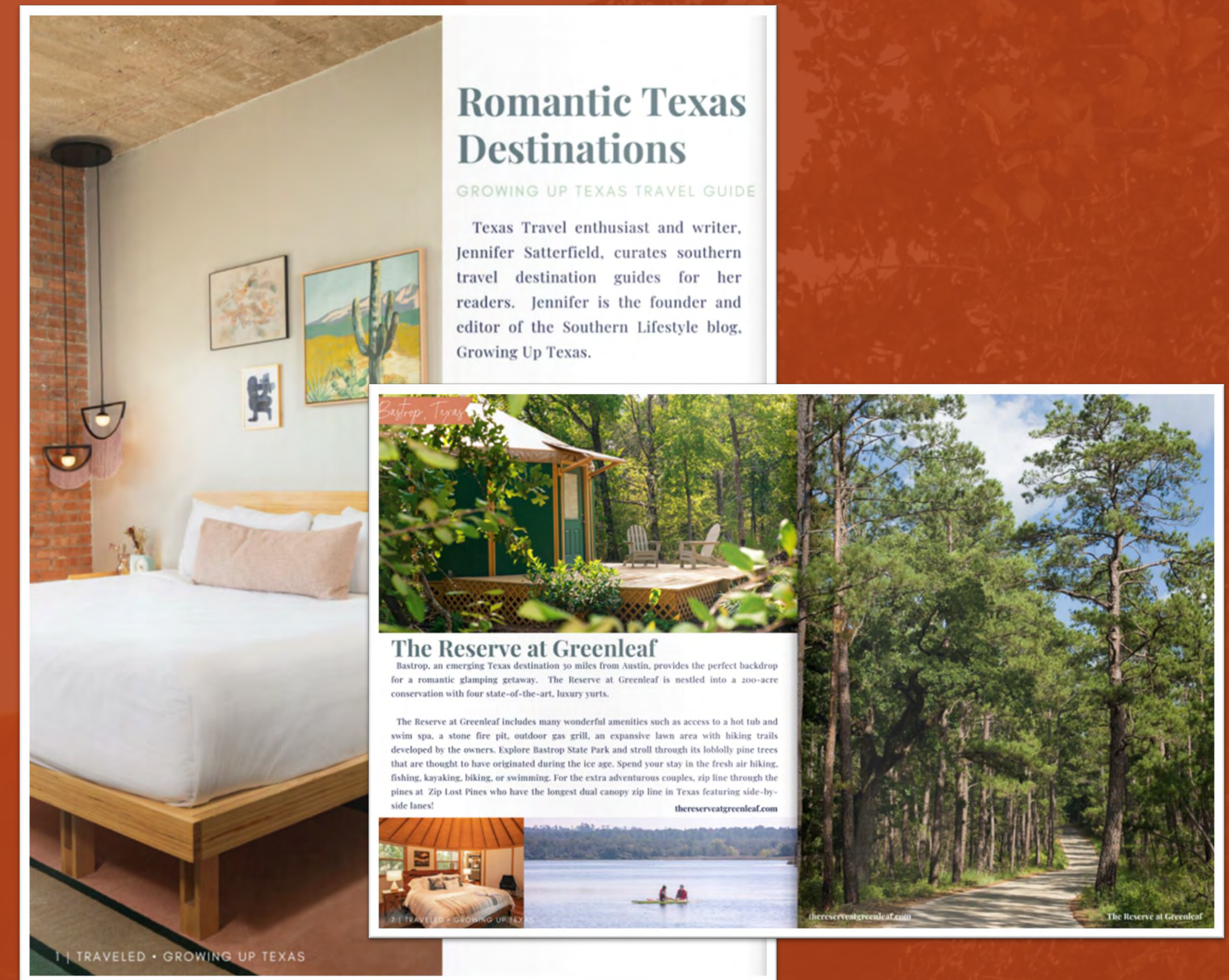
Growing Up Texas

Romantic Texas Destinations
1/20

- Link
- Est. Online Monthly Visits: 1.02K
- Est. Online Coverage Views: 326

Industries Represented: lodging

Initially pitched 12/3



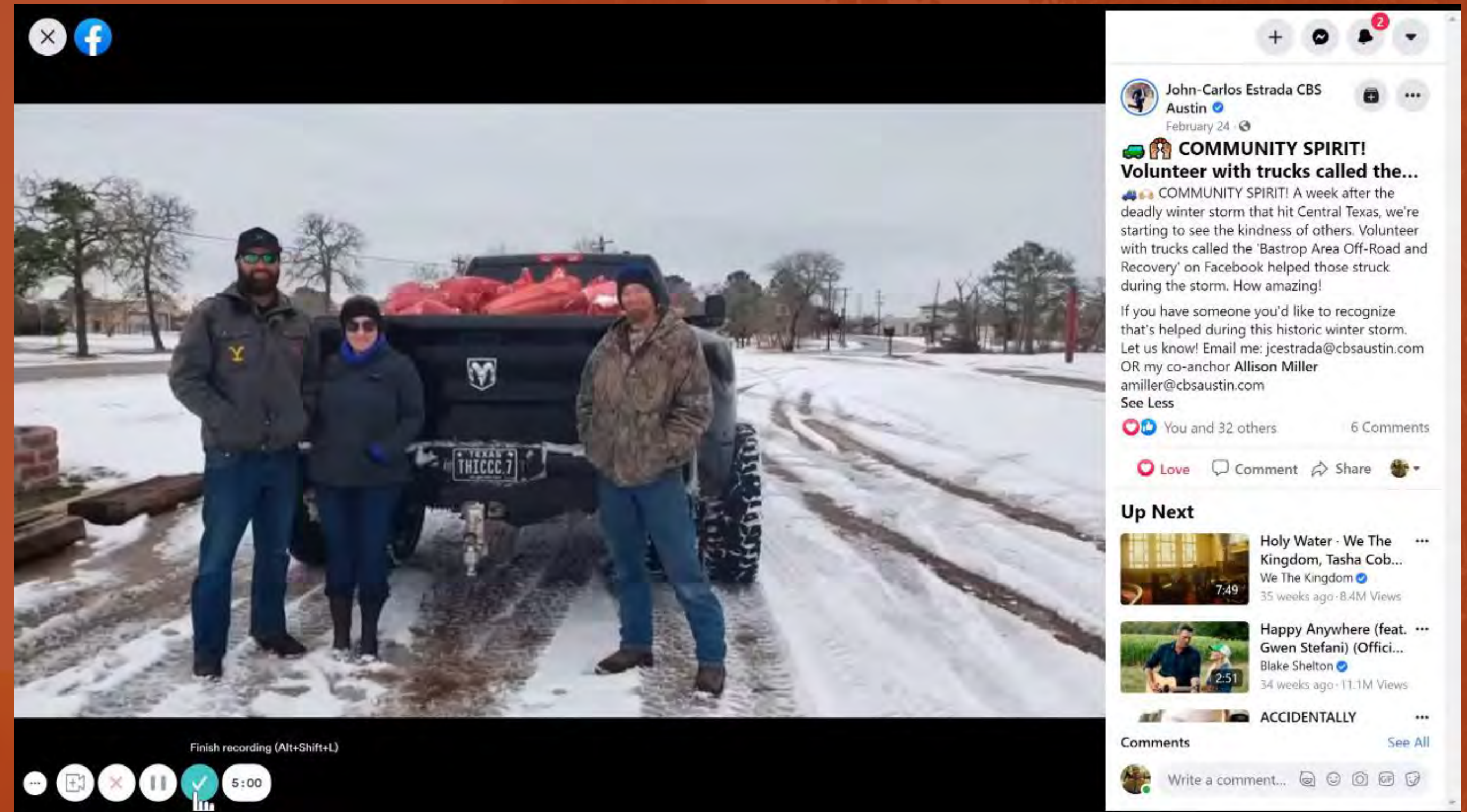
Q2 SECURED COVERAGE

KEYE (CBS Austin)
Bastrop Helpers
2/24

- Live Broadcast, 2 hits
- Est. Coverage Views: 9.6K

*Industries Represented:
community*

Initially pitched 2/23



Q2 SECURED COVERAGE

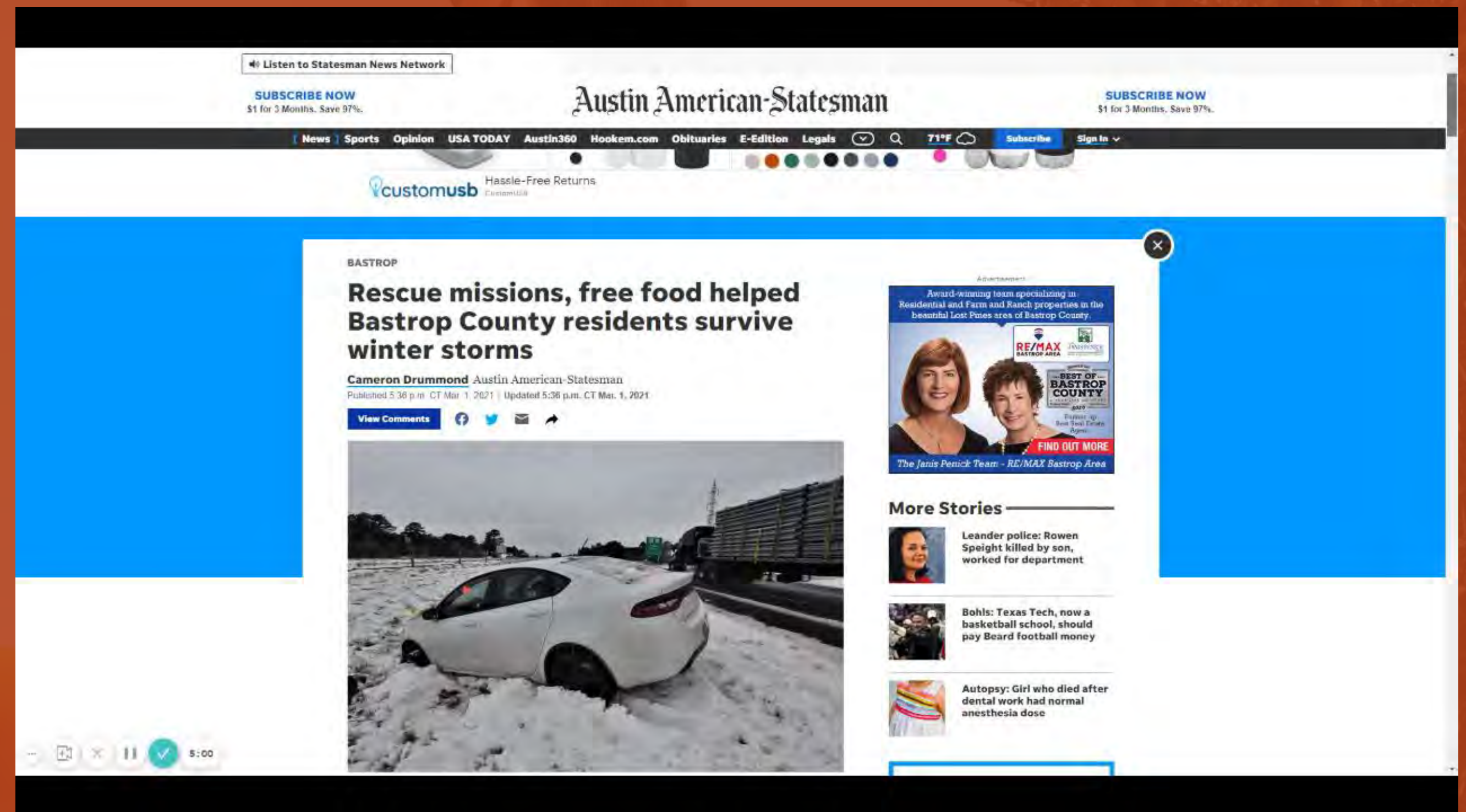
Austin American-Statesman

Rescue Missions, Free Food Helped
Bastrop County Residents Survive
Winter Storms
3/1

- Link
- Est. Online Monthly Visits: 2.56M
- Est. Online Coverage Views: 7.61K

Industries Represented: community

Initially pitched 2/23



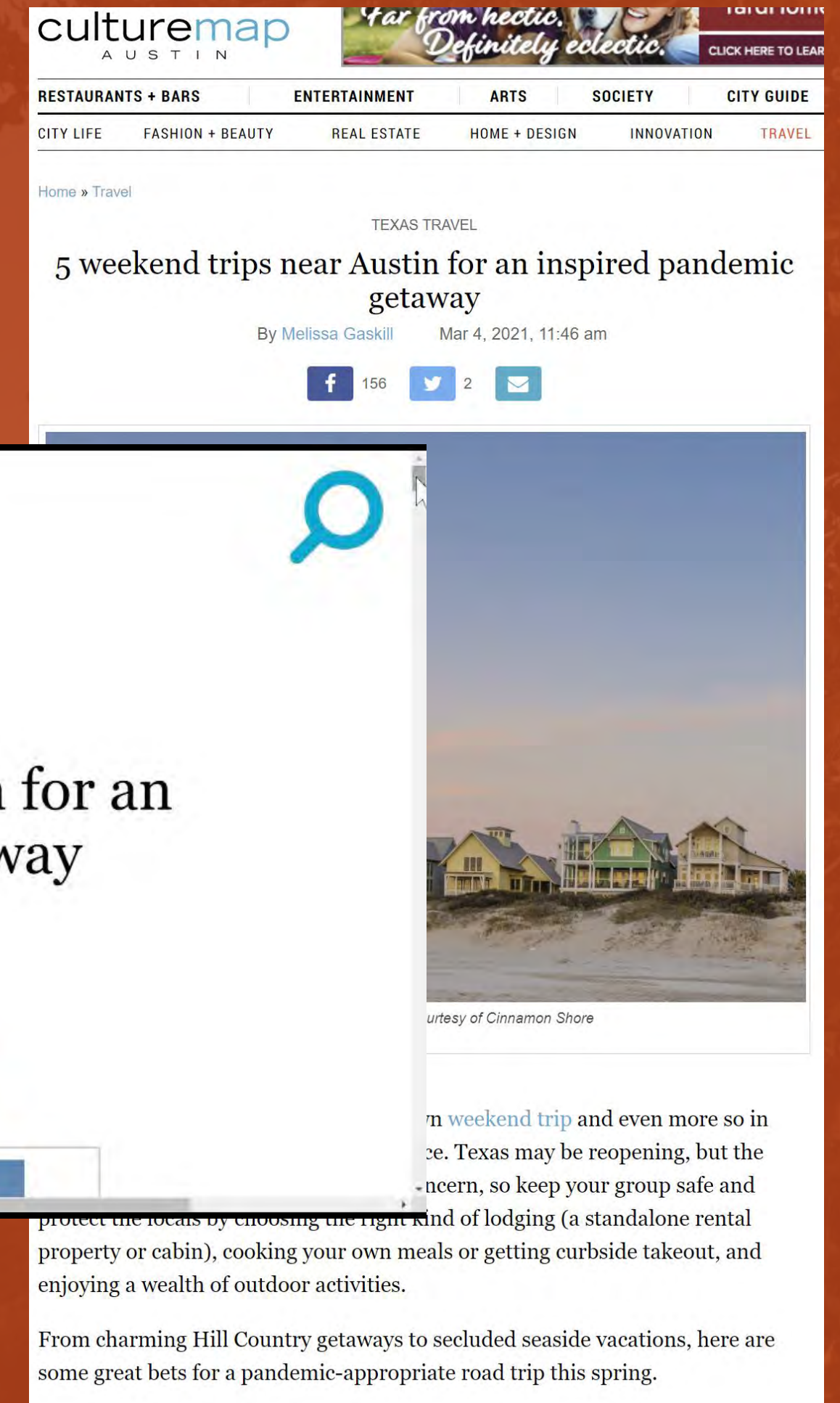
Q2 SECURED COVERAGE

Culture Map Austin

5 Weekend Trips Near Austin for an Inspired Pandemic Getaway
3/4

- Link
- Est. Online Monthly Visits: 417K
- Est. Online Coverage Views: 1.7K

*Industries Represented:
outdoor/recreation*



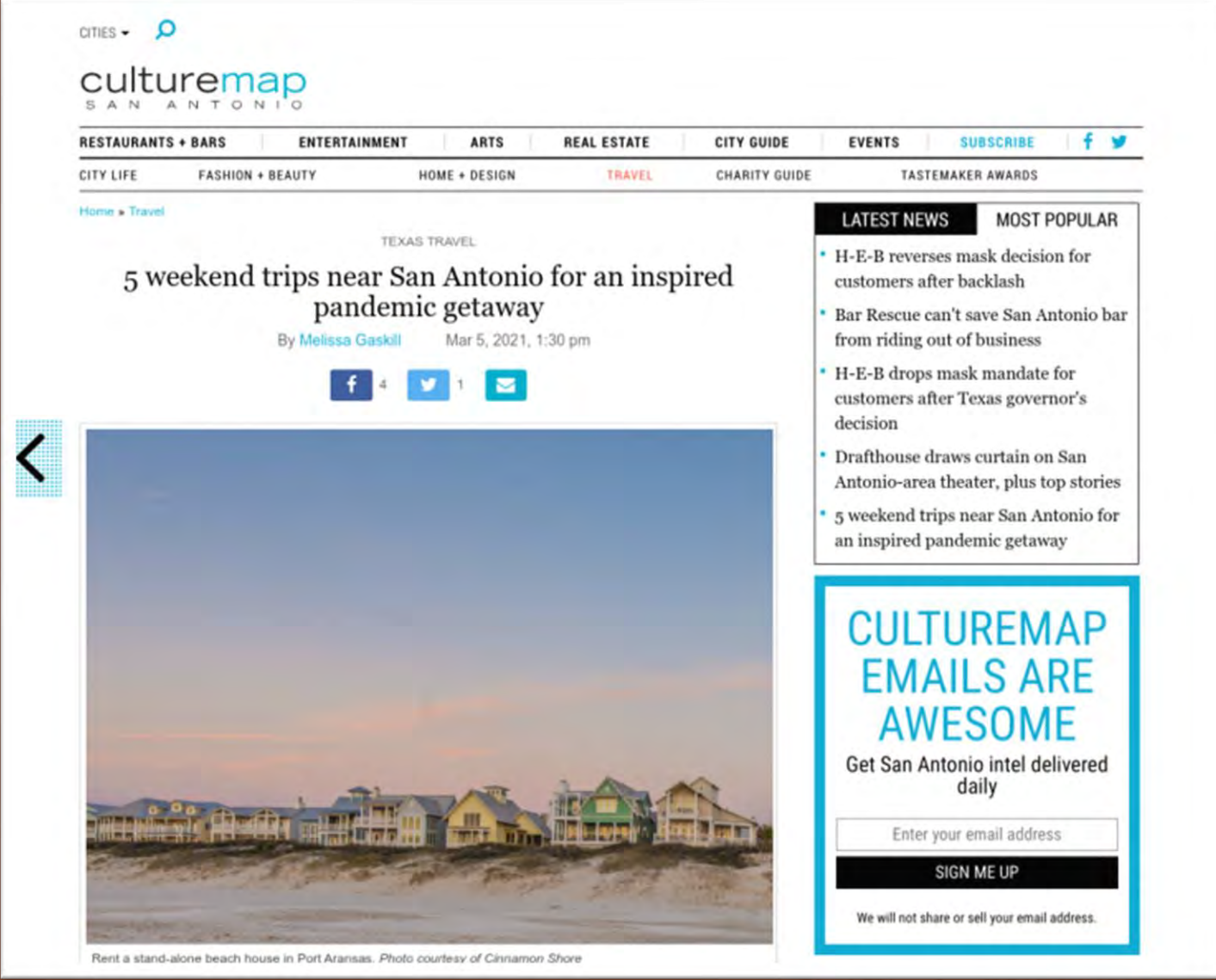
Q2 SECURED COVERAGE

Culture Map San Antonio

5 Weekend Trips Near San Antonio for an Inspired Pandemic Getaway 3/5

- Link
- Est. Online Monthly Visits: 121K
- Est. Online Coverage Views: 460

*Industries Represented:
outdoor/recreation*



The screenshot shows the Culture Map San Antonio website. The article title is "5 weekend trips near San Antonio for an inspired pandemic getaway" by Melissa Gaskill, dated Mar 5, 2021, 1:30 pm. The article features a large image of a beach house in Port Aransas. To the right of the article is a sidebar with "LATEST NEWS" and "MOST POPULAR" sections. Below the article is a "CULTUREMAP EMAILS ARE AWESOME" sign-up box. Below the sign-up box is a section titled "Bastrop — 1 hour and 45 minutes" with a paragraph of text.

5 weekend trips near San Antonio for an inspired pandemic getaway
By Melissa Gaskill Mar 5, 2021, 1:30 pm

LATEST NEWS

- H-E-B reverses mask decision for customers after backlash
- Bar Rescue can't save San Antonio bar from riding out of business
- H-E-B drops mask mandate for customers after Texas governor's decision
- Drafthouse draws curtain on San Antonio-area theater, plus top stories
- 5 weekend trips near San Antonio for an inspired pandemic getaway

CULTUREMAP EMAILS ARE AWESOME
Get San Antonio intel delivered daily

Enter your email address
SIGN ME UP
We will not share or sell your email address.

Bastrop — 1 hour and 45 minutes
The warm waters of Lake Bastrop mean you can start enjoying water sports early. Rent a cabin at LCRA's [Lake Bastrop South Shore](#) and hike, rent a kayak/canoe/SUP, or fish (ask in the park store for recommendations for a guide if you're new to angling). For more exotic accommodations, book an Airstream, cabin, or safari tent at the [North Shore](#) park. Nearby [Bastrop State Park](#) has hiking trails, or grab your bike and ride the 12 miles on Park Road 1C to Buescher State Park. There are two sections of [paddling trails](#) on the Colorado River through Bastrop, with local rentals and shuttle services available. Grab takeout or enjoy ample outdoor seating at [Neighbor's Kitchen & Bar](#), specializing in pizzas and calzones with beer selections from neighboring Iron Bridge Icehouse or other Texas brewers.

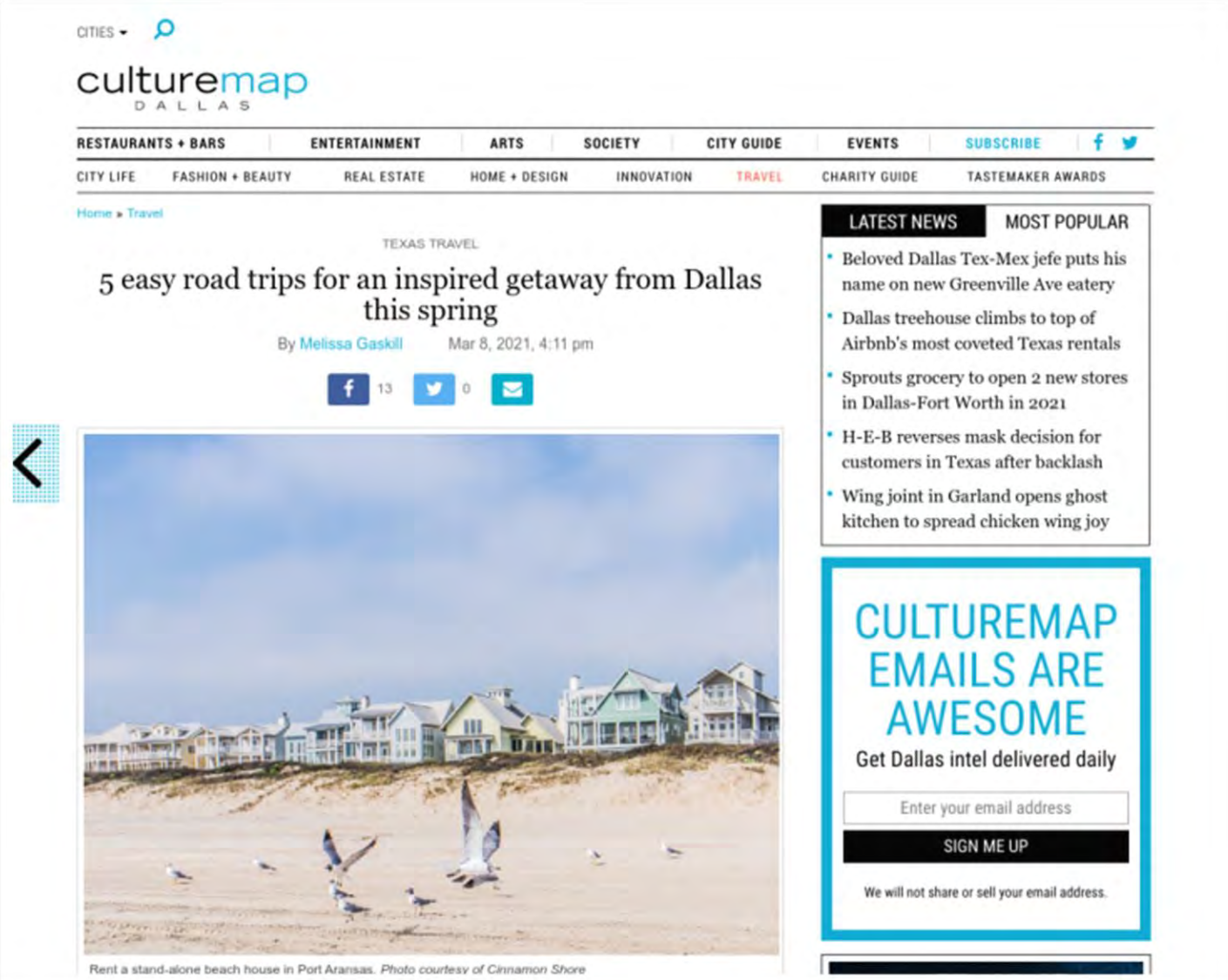
Q2 SECURED COVERAGE

Culture Map Dallas

5 Weekend Trips Near Dallas for an Inspired Pandemic Getaway
3/8

- Link
- Est. Online Monthly Visits: 591K
- Est. Online Coverage Views: 2.24K

*Industries Represented:
outdoor/recreation*



The screenshot shows the Culture Map Dallas website. The main article is titled "5 easy road trips for an inspired getaway from Dallas this spring" by Melissa Gaskill, dated Mar 8, 2021. The article features a large image of a beach house in Port Aransas. To the right of the article is a sidebar with "LATEST NEWS" and "MOST POPULAR" sections. Below the article is a "Bastrop" section with text about water sports and outdoor activities.

5 easy road trips for an inspired getaway from Dallas this spring
By Melissa Gaskill Mar 8, 2021, 4:11 pm

TEXAS TRAVEL

Bastrop
The warm waters of Lake Bastrop mean you can start enjoying water sports early. Rent a cabin at LCRA's [Lake Bastrop South Shore](#) and hike, rent a kayak/canoe/SUP, or fish (ask in the park store for recommendations for a guide if you're new to angling). For more exotic accommodations, book an Airstream, cabin, or safari tent at the [North Shore](#) park. Nearby [Bastrop State Park](#) has hiking trails, or grab your bike and ride the 12 miles on Park Road 1C to Buescher State Park. There are two sections of [paddling trails](#) on the Colorado River through Bastrop, with local rentals and shuttle services available. Grab takeout or enjoy ample outdoor seating at [Neighbor's Kitchen & Bar](#), specializing in pizzas and calzones with beer selections from neighboring Iron Bridge Icehouse or other Texas brewers.

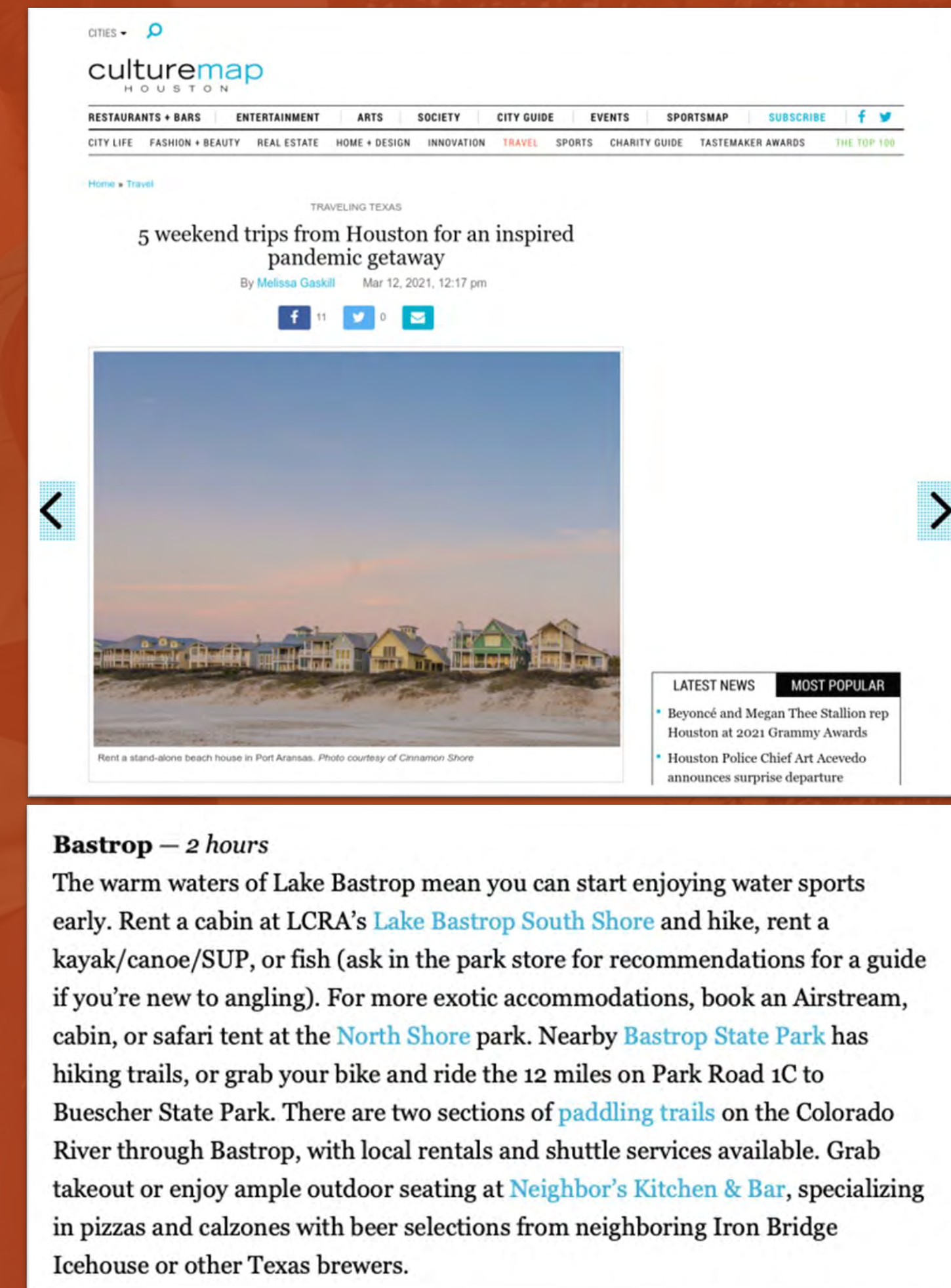
Q2 SECURED COVERAGE

Culture Map Houston

5 Weekend Trips Near Houston for an Inspired Pandemic Getaway
3/12

- Link
- Est. Online Monthly Visits: 485K
- Est. Online Coverage Views: 1.84K

*Industries Represented:
outdoor/recreation*



CITIES 

culturemap
HOUSTON

RESTAURANTS + BARS | ENTERTAINMENT | ARTS | SOCIETY | CITY GUIDE | EVENTS | SPORTSMAP | SUBSCRIBE |  

CITY LIFE | FASHION + BEAUTY | REAL ESTATE | HOME + DESIGN | INNOVATION | TRAVEL | SPORTS | CHARITY GUIDE | TASTEMAKER AWARDS | THE TOP 100

Home » Travel

TRAVELING TEXAS

5 weekend trips from Houston for an inspired pandemic getaway

By [Melissa Gaskill](#) Mar 12, 2021, 12:17 pm

 11  0 



Rent a stand-alone beach house in Port Aransas. Photo courtesy of Cinnamon Shore

LATEST NEWS MOST POPULAR

- Beyoncé and Megan Thee Stallion rep Houston at 2021 Grammy Awards
- Houston Police Chief Art Acevedo announces surprise departure

Bastrop — 2 hours

The warm waters of Lake Bastrop mean you can start enjoying water sports early. Rent a cabin at LCRA's [Lake Bastrop South Shore](#) and hike, rent a kayak/canoe/SUP, or fish (ask in the park store for recommendations for a guide if you're new to angling). For more exotic accommodations, book an Airstream, cabin, or safari tent at the [North Shore](#) park. Nearby [Bastrop State Park](#) has hiking trails, or grab your bike and ride the 12 miles on Park Road 1C to Buescher State Park. There are two sections of [paddling trails](#) on the Colorado River through Bastrop, with local rentals and shuttle services available. Grab takeout or enjoy ample outdoor seating at [Neighbor's Kitchen & Bar](#), specializing in pizzas and calzones with beer selections from neighboring Iron Bridge Icehouse or other Texas brewers.

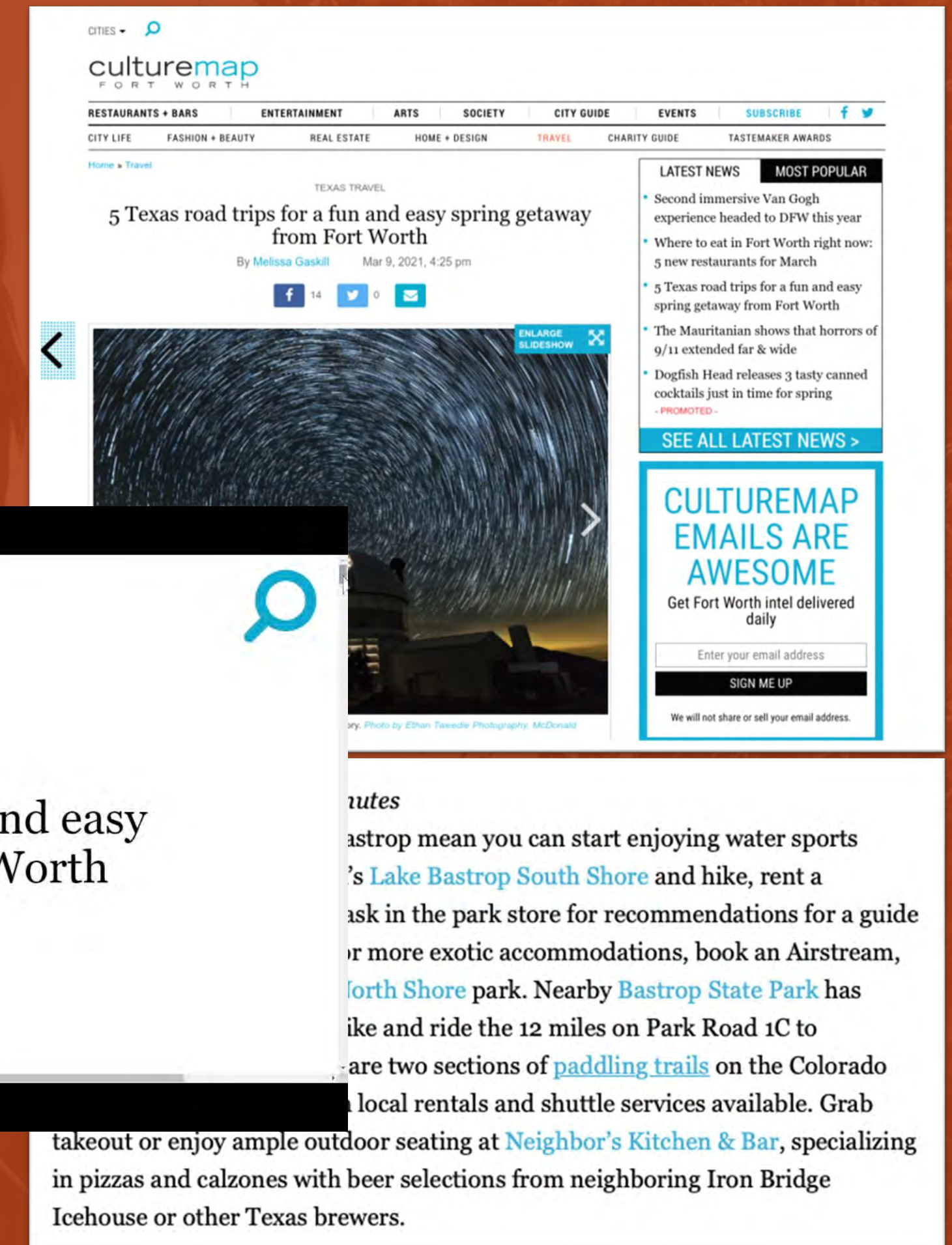
Q2 SECURED COVERAGE

Culture Map Fort Worth

5 Weekend Trips Near Fort Worth for an Inspired Pandemic Getaway
3/9

- Link
- Est. Online Monthly Visits: 161K
- Est. Online Coverage Views: 595

*Industries Represented:
outdoor/recreation*



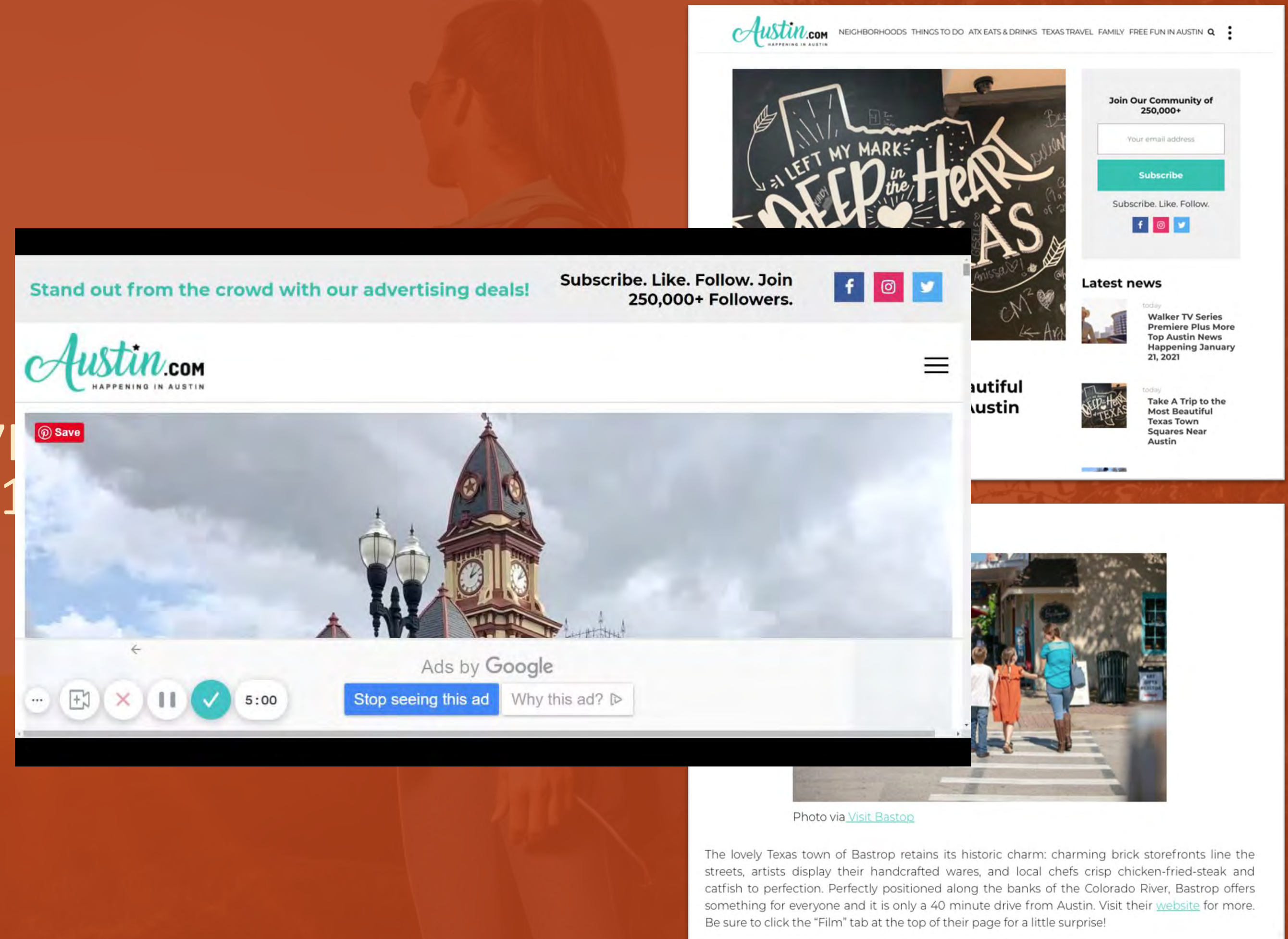
Q2 SECURED COVERAGE

[Austin.com](#)

Take a Trip to the Most Beautiful Texas Town Squares Near Austin
1/21

- [Link](#)
- Est. Online Monthly Visits: 72.7M
- Est. Online Coverage Views: 441M

Industries Represented: history, film, retail, restaurants



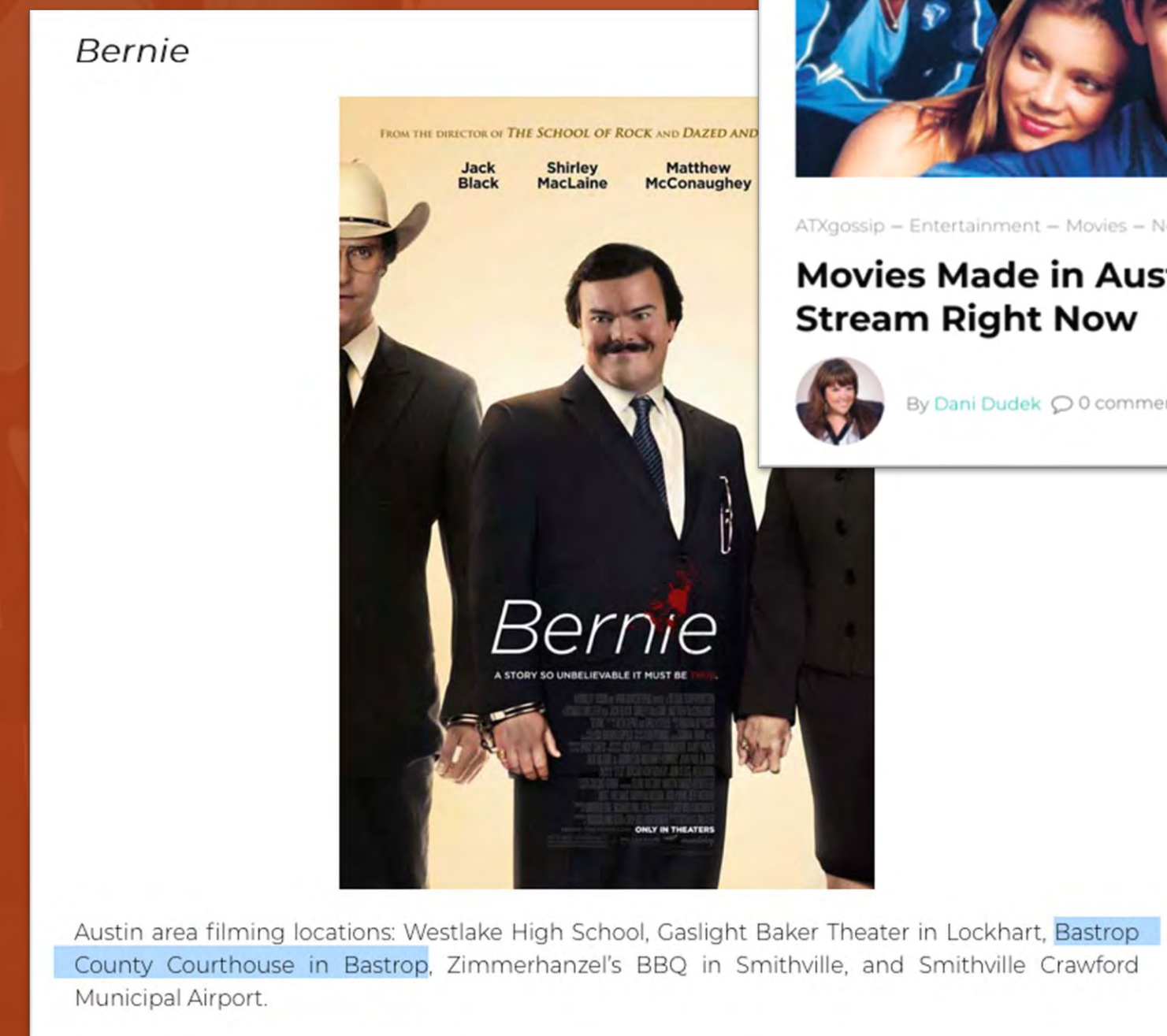
Q2 FLAGGED COVERAGE

Austin.com

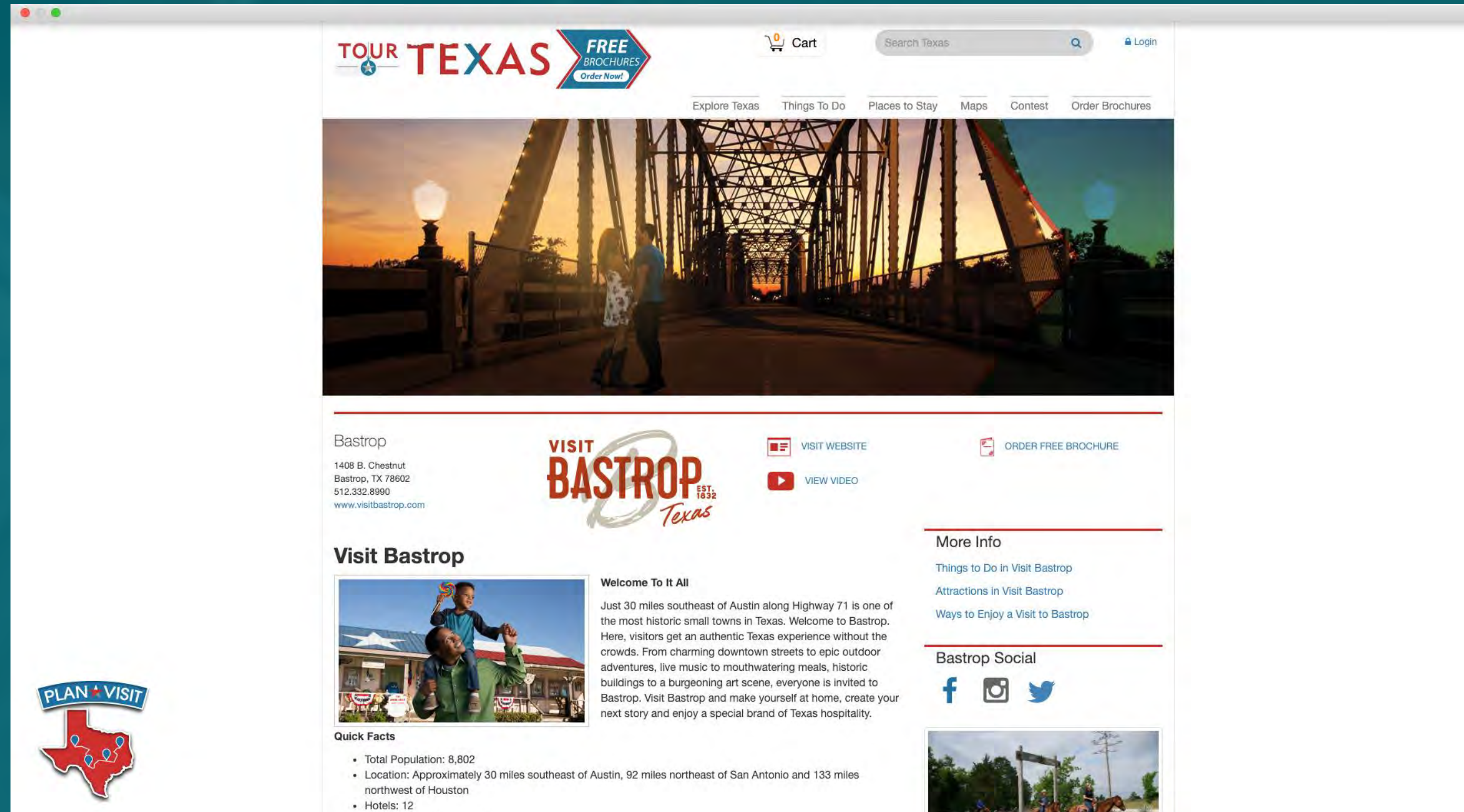
Movies Made in Austin You Can Stream Right Now
2/16

- [Link](#)
- Est. Online Monthly Visits: 114K
- Est. Online Coverage Views: 699

Industries Represented: film



TOUR TEXAS Q2 RECAP



Visit Bastrop TourTexas.com

- More Info Page
- Things to Do in Visit Bastrop Page
- Attractions in Visit Bastrop Page
- Ways to Enjoy a Visit to Bastrop Page
- Links to Visit Bastrop Social Media Pages and Website

Visit Bastrop Tour Texas Homepage

TOUR TEXAS Q2 RECAP

Main Digital Advertising Placement for FY21

Total Visitor Guide Requests: 450

VisitBastrop.com Website Click-Thrus: 40

Visit Bastrop TourTexas.com Page Views: 804

Visit Bastrop Video Views: 294

VB Facebook Page Click-Thrus: 26 / VB Twitter Page Click-Thrus: 26 / VB Instagram Page Click-Thrus: 26

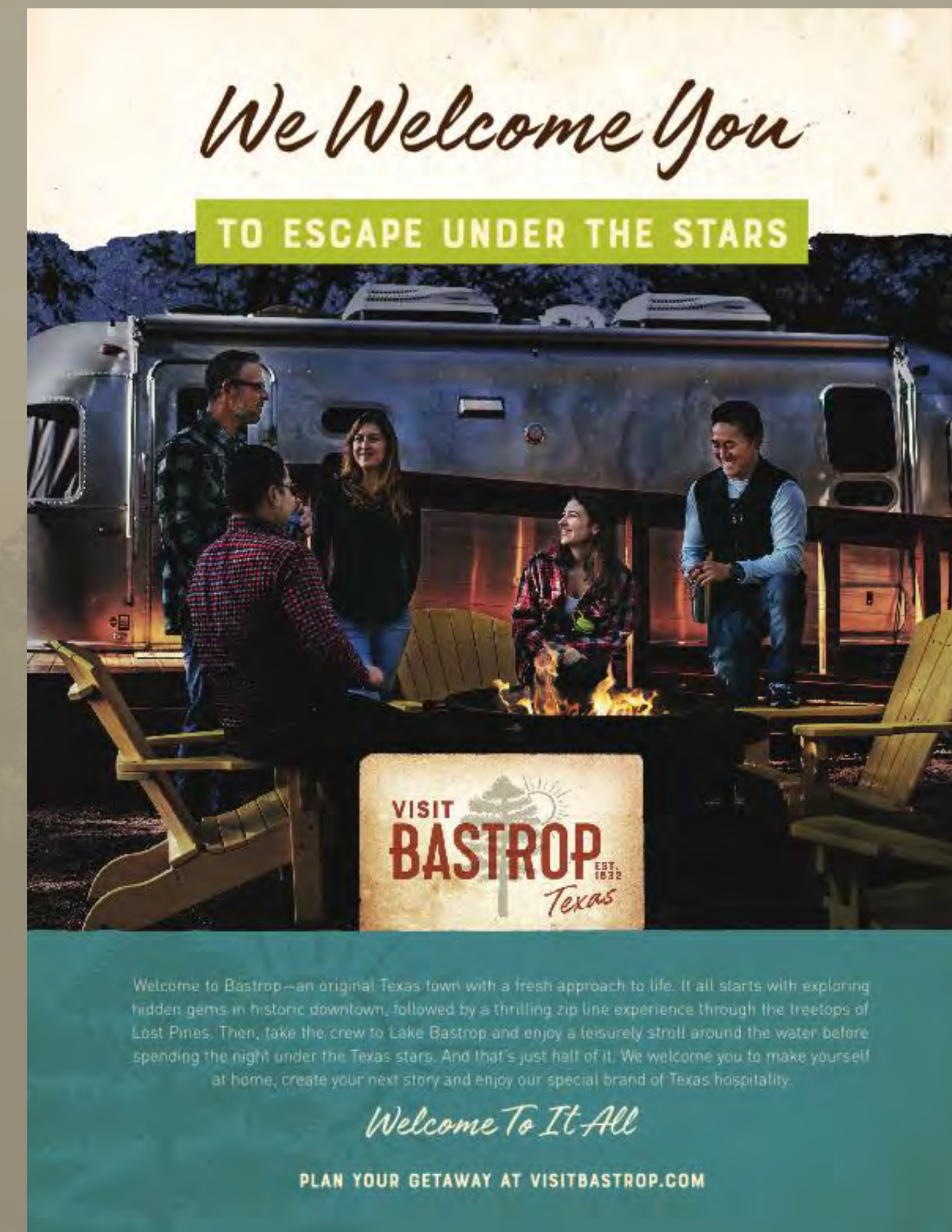
PRINT OVERVIEW – Q2

Texas State Travel Guide

- annual publication
- Estimated total circulation: 300,000

Texas Highways

- June placement
- (submitted in March)
- Estimated total circulation: 198,000



Q2 NEWSLETTER REPORT

LEISURE

1430 successful newsletter deliveries

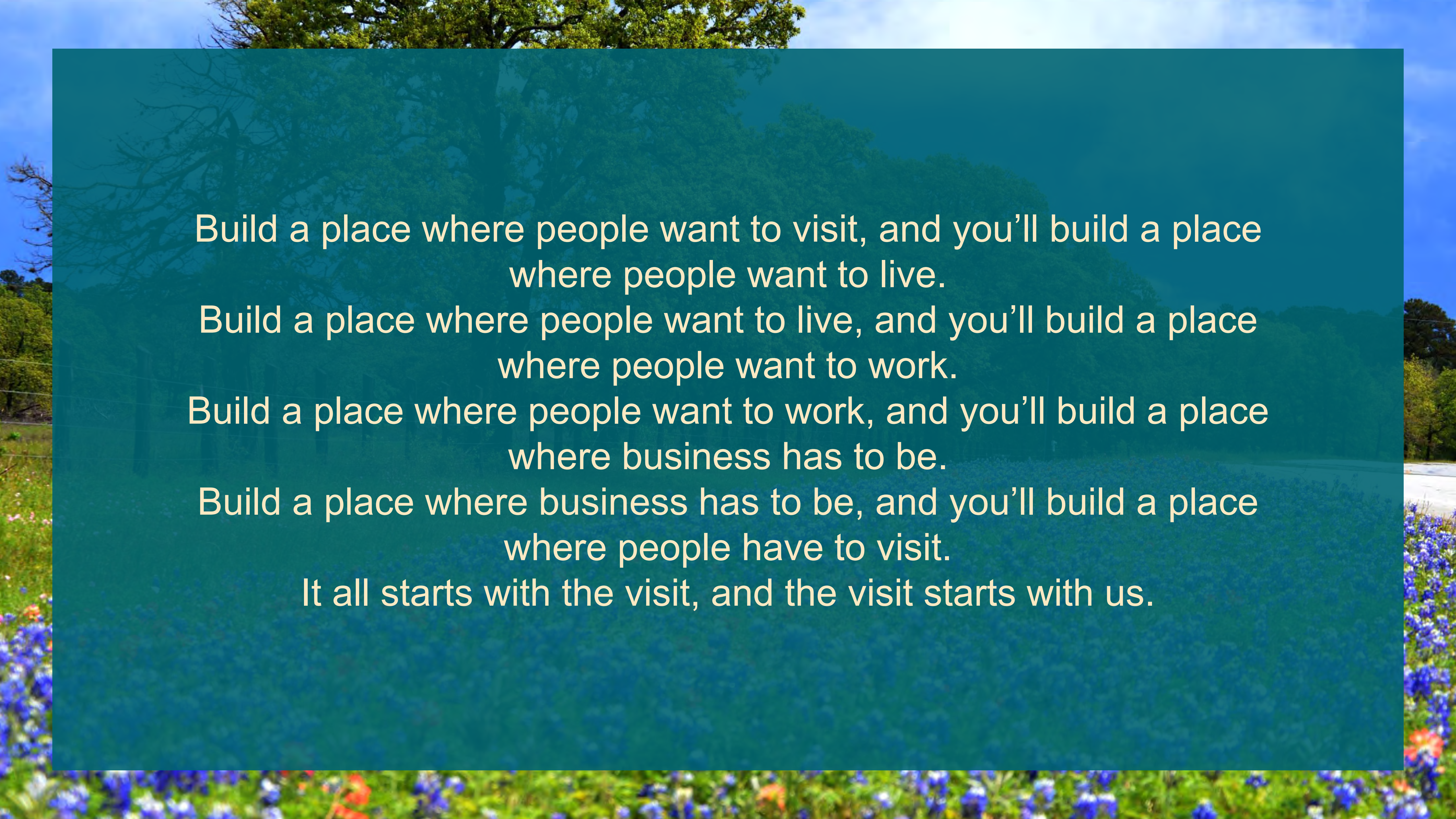
- 29% open rate
- 22% open rate (industry average)
- 11.5% click thru rate
- 2% click thru rate (industry average)



MEETING/GROUP

1472 successful newsletter deliveries

- 24.7% open rate
- 22% open rate (industry average)
- 8.7% click thru rate
- 2% click thru rate (industry average)



Build a place where people want to visit, and you'll build a place
where people want to live.

Build a place where people want to live, and you'll build a place
where people want to work.

Build a place where people want to work, and you'll build a place
where business has to be.

Build a place where business has to be, and you'll build a place
where people have to visit.

It all starts with the visit, and the visit starts with us.



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 9G

TITLE:

Receive update on the Hotel Occupancy Tax revenue projections for Fiscal Year 2021 and provide direction as appropriate.

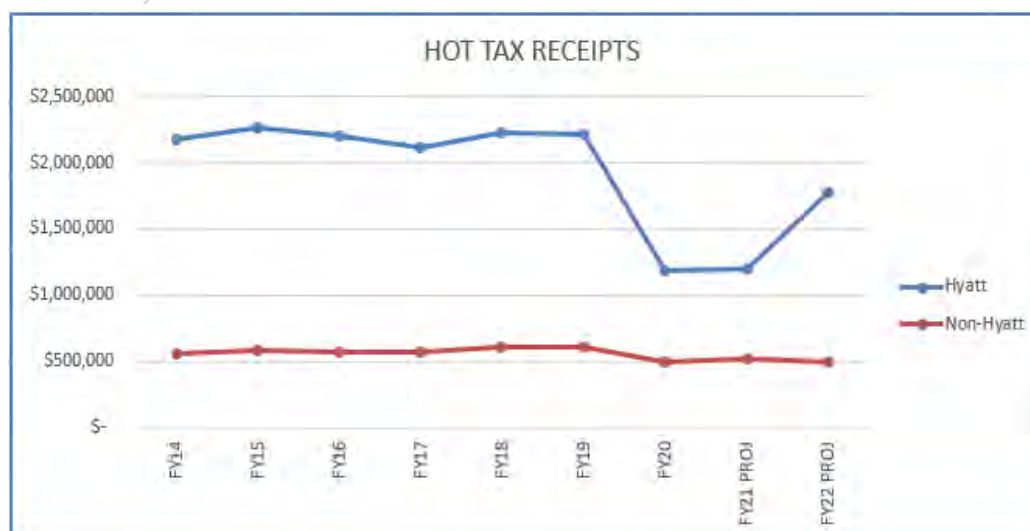
AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Since March 2020, the tourism industry has been severely affected by the impact of the restrictions implemented due to COVID-19. The Hotel Occupancy Fund's (HOT) actual revenue for FY2020 was down 41% from FY2019. The fund finished the fiscal year with a net change in fund balance of (\$953,361). This was even after Council made the decision to not pay out to Visit Bastrop the fourth quarter contract payment.

The assumption that was made in projecting the HOT revenue for FY2021 was that we would be down approximately 20% from pre-COVID-19 revenue amounts. After the first quarter of actual revenue data for FY2021, this revenue source is down 56% from the same quarter in FY2019 and FY2020. This has caused the need to analyze the data carefully and establish a projected revenue amount for HOT revenues to make funding decisions going forward. The attached update depicts the projected shortfall for FY2021 of \$543,400. The below chart represents the trend in HOT revenue broken out between Hyatt and Non-Hyatt. As you can see, the bigger impact has come from the Hyatt revenue. The non-Hyatt hotels have stayed more stable through this low period.



The City's third-party consultant recently concluded a Hotel Tax audit of two properties with an estimated additional tax liability of \$31,000 due to the city. This revenue will help close the shortfall when received.

As part of the FY2021 budget process, City Council asked the community assets, funded out of the HOT Fund, to consider the unspent FY2020 funding when asking for their FY2021 requests. As a result, these assets were funded approximately 20% less than the amount of the previous year. These community assets were asked to review their budgets again in March 2021 and inform the City Manager of any return of funds that would be available considering the revenue shortfall. These organizations have responded with \$10,700 in possible funds to forfeit from their current funding agreement. The recommendation by the CFO is that we reduce the last quarterly payment by this amount.

The contract agreement with Visit Bastrop includes a provision for an actual true-up each year once all actual revenue amounts have been received. This true-up calculation for FY2020 reflected an over payment to Visit Bastrop of \$266,090 (this already takes into consideration the withholding of the fourth quarter payment) based on the formula provided in the contract. The Visit Bastrop FY2021 budget amount was established using the contracted formula which is based on the budgeted Hotel Occupancy Tax (HOT) revenue projection. Applying the contract formula using the updated projected revenue amount would result in an overpayment of \$269,984. These amounts are depicted in the attached handout. Visit Bastrop was asked to review their budget again in March 2021 and inform the City Manager of any return of funds that would be available considering the revenue shortfall. Visit Bastrop responded with \$237,000 in possible funds to forfeit from their current funding agreement. The recommendation by the CFO is that we reduce the last quarterly payment by this amount.

Using the projected HOT revenue and updated projected expenses, the attached five-year forecasts has been updated to communicate to City Council the effect of these decisions on the ending fund balance. Both forecasts update projected revenues but the first one keeps the expenses at approved funding levels. The second forecast includes the reductions discussed above from Community Assets and Visit Bastrop. Staff's recommendation is to except the amounts that Visit Bastrop is willing to give back but not ask for any more in addition. The organizations need to be poised and ready when tourism does start picking up in the coming months.

Currently the financial policy requires a minimum of one year of expenditures as reserve. Both forecasts show the scenario of the ending fund balance getting close to 50%. It is the recommendation of the CFO to discuss changing the policy to 50%. This experience with the pandemic seems to be the worst event we could experience that would have this type of effect on the tourism industry and we were able to weather it with healthy reserves.

Council will need to give the City Manager direction on funding levels and fund balance policy moving forward.

ATTACHMENTS:

- HOT Update FY2021
- Five-Year forecast
- Letters from funded organizations

**Hotel Occupancy Tax Fund
FY2021 Update**

Revenue projections

Original Budget	\$	2,264,400
Current Projections	\$	<u>1,721,000</u>
Shortfall	\$	543,400

Visit Bastrop

True-up FY20 overpayment	\$	266,090
--------------------------	----	---------

FY2021 Contract Budget	\$	934,356	
FY2021 Revised Budget	\$	664,373	
		\$	<u>269,984</u>
Total overpayment per contract		\$	536,074

Hotel Occupancy Tax Fund

	PROJ FY-21	PLANNING FY-22	PLANNING FY-23	PLANNING FY-24	PLANNING FY-25
BEGINNING FUND BALANCE	\$ 2,896,369	\$ 2,054,401	\$ 1,666,808	\$ 1,609,910	\$ 1,534,036
REVENUES					
TOTAL CURRENT REVENUES	\$ 1,898,312	\$ 2,523,212	\$ 3,145,962	\$ 3,146,114	\$ 3,146,267
TOTAL REVENUE & OTHER RESOURCES	\$ 4,794,681	\$ 4,577,613	\$ 4,812,770	\$ 4,756,024	\$ 4,680,302
EXPENDITURES:					
TOTAL EXPENDITURES	\$ 2,118,025	\$ 2,285,103	\$ 2,599,860	\$ 2,623,988	\$ 2,646,889
OTHER USES					
Debt Service Transfer	\$ 542,255	\$ 545,702	\$ 523,000	\$ 518,000	\$ 517,600
TOTAL EXPENDITURES & OTHER USES	\$ 2,660,280	\$ 2,830,805	\$ 3,122,860	\$ 3,141,988	\$ 3,164,489
NET INCOME (LOSS)	\$ (761,968)	\$ (307,593)	\$ 23,102	\$ 4,126	\$ (18,222)
BAIPP - RESTRICTED FB - LT PROJECTS	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
ENDING FUND BALANCE	\$ 2,054,401	\$ 1,666,808	\$ 1,609,910	\$ 1,534,036	\$ 1,435,814
Reserve %	80%	62%	54%	51%	48%

Hotel Occupancy Tax Fund (Includes the reduction in funding to organizations)

	PROJ FY-21	PLANNING FY-22	PLANNING FY-23	PLANNING FY-24	PLANNING FY-25
BEGINNING FUND BALANCE	\$ 2,896,369	\$ 2,064,401	\$ 1,676,808	\$ 1,619,910	\$ 1,544,036
REVENUES					
TOTAL CURRENT REVENUES	\$ 1,898,312	\$ 2,523,212	\$ 3,145,962	\$ 3,146,114	\$ 3,146,267
TOTAL REVENUE & OTHER RESOURCES	\$ 4,794,681	\$ 4,587,613	\$ 4,822,770	\$ 4,766,024	\$ 4,690,302
EXPENDITURES:					
TOTAL EXPENDITURES	\$ 2,108,025	\$ 2,285,103	\$ 2,599,860	\$ 2,623,988	\$ 2,646,889
OTHER USES					
Debt Service Transfer	\$ 542,255	\$ 545,702	\$ 523,000	\$ 518,000	\$ 517,600
TOTAL EXPENDITURES & OTHER USES	\$ 2,650,280	\$ 2,830,805	\$ 3,122,860	\$ 3,141,988	\$ 3,164,489
NET INCOME (LOSS)	\$ (751,968)	\$ (307,593)	\$ 23,102	\$ 4,126	\$ (18,222)
BAIPP - RESTRICTED FB - LT PROJECTS	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
ENDING FUND BALANCE	\$ 2,064,401	\$ 1,676,808	\$ 1,619,910	\$ 1,544,036	\$ 1,445,814
<i>Reserve %</i>	<i>81%</i>	<i>62%</i>	<i>54%</i>	<i>52%</i>	<i>48%</i>

LOST PINES



B A S T R O P • T E X A S

March 31, 2021

Paul Hofmann
City Manager
1311 Chestnut Street
Bastrop, TX 78602

Dear Mr. Hofmann,

I am a writing in response to your recent request for the Lost Pines Art Center to determine additional areas of reduction in HOT funds for this fiscal year. In reviewing our obligations, we can provide \$6,000. This cut is achieved by temporarily reducing administrative operating costs which would in turn be used for program costs to compensate for the loss in HOT fund revenue. The net result to the city with this reduction would be \$59,000 for 12 months' worth of programming.

The reduction, while not optimal, is feasible at this time as we are in transition and focusing heavily on programs to be implemented this Fall and into FY 2022. As our programs increase and expand to embrace the broader community and visitor/tourist sector we will need to reconsider this change, but for the remainder of this fiscal year we believe this to be a workable solution.

As one of the cultural arts institutions in Bastrop we are delighted with the approval of recent resolution No. R-2021-11 recognizing that

“the Arts unify communities, improve academic performance, strengthen the economy, drive tourism, are positive for small business, spark creativity and innovation, improve healthcare and foster healing particularly amongst military veterans; and”

We look forward to our continued partnership with the City along with our partner organizations; the Bastrop Opera House, Bastrop County Historical Society, Visit Bastrop, Convention Center, Main Street Program, BISD, and the Chamber. Working together we will bring tourism back to its pre-Covid numbers and growth.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Rose". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Rose, President
Lost Pines Art League

Tracy Waldron

To: Paul Hofmann
Subject: RE: Bastrop Opera House Hot Funds

From: Bastrop Opera House <bastropplays@bastropoperahouse.com>
Sent: Thursday, March 25, 2021 8:12 AM
To: Paul Hofmann <phofmann@cityofbastrop.org>
Subject: Bastrop Opera House Hot Funds

Mr. Hofmann,

When we met last week we discussed how the Opera House has received half of what we received for the previous year in hot funds and how this has impacted the Opera House. We also discussed the fact that due to the nature of how the theatre must operate in order to announce it's upcoming seasons, we are granted all of our approved hot funds at once, rather than quarterly.

I have looked at our current situation and our season, and the only way that we could return a portion of the hot funds would be to cancel one of our scheduled season shows. We do have tickets sold for all of our shows at this point.

Thank you for your continued support!

Sincerely,

Lisa Holcomb
Executive Director
Bastrop Opera House

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BASTROP COUNTY HISTORICAL SOCIETY

904 MAIN STREET
BASTROP, TEXAS 78602
(512) 303-0057

March 31, 2021

Paul Hofmann
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Mr. Hofmann,

I am a writing in response to your recent request for the Bastrop County Historical Society to determine additional areas of reduction in HOT funds for this fiscal year. But first a bit of history.

From 2017 to 2018 the number of visitors welcomed at the Visitor Center was up 29% and from 2018 to 2019 the number of visitors increased by 40%. Some may say that this is due to a better system of reporting, but we can also show that museum paid admissions from 2018 to 2019 increased by 24%.

Of course, less than a year later everything changed. On March 17, 2020 we closed for 2 months – reopening (on a limited schedule) on May 22, 2020 due to the Covid-19 pandemic. We finished the 2020 fiscal year down 45% in the number of visitors and a 46% reduction in paid admissions.

When we submitted our request for HOT funds in June of 2020 for FY 2021, we looked at our program areas and with the limitations resulting from Covid-19 it made sense to alter our request in the following ways:

Reduced special exhibit support, eliminated request for Homes Tour, eliminated support request for Rendezvous, eliminated support for Volunteer Coordinator activities and significantly reduced support request for tours in general – step-on bus, walking, docent led museum tours, etc.

These adjustments provided us with a 25% reduction in our request from the previous year of \$59,372 to \$40,529.

On March 18, 2021 we were asked by you and the Assistant City Manager to look for additional areas to cut. In response to this request, we reviewed our budget and could possibly cut an additional 12% or \$4,700. These cuts would impact our remaining special exhibits, communications, and archival equipment.

With this 12% decrease the total reduction for this fiscal year would be 37%, bringing the total for a year's worth of historic preservation and promotion programming to \$35,829.

Our Mission:
To preserve and promote the history of Bastrop County

This is less than half of the cost of one single event, Bastrop Music Festival at \$75,000, paid for with HOT funds.

Similarly, in June of 2020, we submitted a 25% reduction in the Visitor Center HOT fund request which consisted mostly of a 25% reduction in payroll. Fortunately, with the Payroll Protection Plan loan we received, we have been able to keep all staff at their regular hours. However, there are no extra dollars as we project out the remainder of the year. There is a possibility that we will come in under budget in a few categories like office supplies and postage and we will provide any overages at the end of the fiscal year.

It is our pleasure to ensure that Bastrop's rich history is preserved for future generations. We are proud of our award-winning Visitor Center and commitment to excellent customer service. With the unwavering generosity of the community and limited HOT funds we have kept our core staff, welcomed visitors, produced 4 special exhibits, continued archiving and preserving artifacts, transcribed oral histories, produced a webinar series, and continue to stay connected to our partners, knowing that one day the limitations would ease, and we would once again work together to provide residents and visitors with unique and meaningful cultural arts experiences.

Sincerely,



Kaye Sapikas
Director

Our Mission:
To preserve and promote the history of Bastrop County



March 19, 2021

Paul Hofmann
City Manager
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Dear Paul:

2020 has been both a memorable and forgettable year. The coronavirus pandemic has had a major impact on the tourism industry, the City of Bastrop, our members, and partners.

As we have discussed, we are aware that our 'true-up' from last fiscal year is \$176,000.00. Per your request, I have outlined our solution for Visit Bastrop to meet this obligation. Also noted is our contribution to date for previous budget adjustments.

Payroll Protection Loan	\$66,000.00	FY 19-20 4 th Quarter Payment	\$333,000.00
Music Festival	\$75,000.00	Visit Bastrop Reserves	\$100,000.00
Marketing	\$44,000.00	TOTAL Revenue Decreases	
TOTAL	\$ 184,000.00	Contributed	\$433,000.00
Event Program (\$75K)	\$52,000.00		

The Marketing Plan which is set the first quarter of each fiscal year, is under contract with 12 different companies. Contracts enable us to bucket marketing initiatives into a packaged deal which reduces rates, in lieu of purchasing ala carte and having to pay higher fees.

Based upon our experience from last March, most of these companies will not allow us to cancel the contracts. They will issue a credit that may be used at another time. The only exception is the agreement with Augustine, which we cancelled last March, and re-signed again for this year. If they allow us to break our contract *again* it would free up funds in the amount of \$44,000, for the remaining five months. This would be our Public Relations budget which would decrease the overall exposure and awareness of Bastrop events, activities, and offerings. We would lose on average, 50 pieces of coverage, which includes articles and broadcasts. It would result in a loss of 2,500,000 potential audience views and 750,000 online coverage views. There is no guarantee that they would allow this contract cancellation for a second time.

Visit Bastrop markets to a diverse set of people that use the communication assets that we maintain. On average two-thirds of our audience is comprised of upcoming or potential visitors. 44.9% of these travelers are still in a state of potential influence highlighting a significant opportunity for Bastrop to convert these travelers into actual visitors and create significant economic impact for our community. Meeting planners, travel trade professionals, media and journalists are critical audiences where we direct our marketing efforts. Story, news ideas and information on what is new in our destination are types of content that media and journalists look for. These stories that are pitched through public

relations efforts contribute to our earned media coverage and ultimately influence incremental visitations. These undecided audiences are more likely to arrive via paid search.

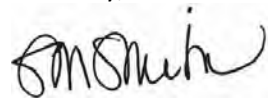
The Music Festival scheduled for September 2021, would not take place. The loss of this event includes, decreased overall awareness/exposure of Bastrop as a tourist destination; decreased visibility in Texas Music Magazine resulting in the loss of, on average, 200,000 impressions; decreased visibility in Austin Monthly magazine resulting in the loss of, on average, 200,000 impressions; decreased visibility in San Antonio Magazine resulting in the loss of, on average, 200,000 impressions; and decreased revenues for local businesses/venues of the music festival, which in turn would cause a decrease in sales tax collected. In 2018 and 2019 we had approximately 1,950 attendees. The total economic impact for each year was \$278,791.

The Event Program is funded by the City, with Hot Funds, in the amount of \$75,000 per year. As of this date, \$23,000 has been issued for event funding. The balance of \$52,000 remains. This fund is a 'pass through' on the Visit Bastrop budget and therefore is not considered revenue or an expense. Currently we have four pending applications. The estimated room nights are 500 with a potential of \$457,000 in economic impact. At this time, it is not known whether these groups will go elsewhere with the absence of funding.

The importance of marketing during this time is essential to our destination. We understand we may need to adjust marketing during times of crisis, however; it is not our recommendation to slow down or eliminate certain aspects of our marketing plan. Our marketing plan benefits the local hospitality industry and every individual business that falls under that umbrella. This includes the ones who are hurting the most due to the pandemic. Visit Bastrop's marketing is the voice for those who might not have a voice of their own right now (i.e., marketing/advertising). Our marketing efforts have the unique opportunity to accelerate recovery for the city. It is essential to continue to support the travel and tourism sector throughout recovery. As we ready our destination and pent-up demand explodes, it is important to maintain our competitive advantage. Consumers are online more than ever before, and will increasingly be looking for detailed, trustworthy information before they travel next.

Visit Bastrop is inspired by the occupancy forecasts of our hoteliers. Lead generation has increased by 50% and the Convention Center has had noticeable increases in inquiries and bookings. Hotels are experiencing constant and steady interest in meetings for both near term and the future. We ourselves are encouraged by the ingenuity shown by our tourism partners over the past few months, and trust the actions taken today are important building blocks for long-term resilience and competitive success of our destination.

Sincerely,

A handwritten signature in black ink, appearing to read "SM Smith", written in a cursive, flowing style.

Susan M. Smith
CEO/President



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 11A

TITLE:

Consider action to approve City Council minutes from the March 23, 2021 Regular meeting.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

City Secretary, Ann Franklin recommends approval of the City Council minutes from the March 23, 2021 Regular meeting.

ATTACHMENTS:

- March 23, 2021 DRAFT Regular Meeting Minutes.

MARCH 23, 2021

The Bastrop City Council met in a regular meeting on Tuesday, March 23, 2021, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were City Manager, Paul A. Hofmann; Deputy City Secretary, Victoria Psencik; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

Mayor Schroeder called the meeting to order at 6:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 6:00 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

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

Mayor Schroeder recessed the Executive Session at 6:12 p.m.

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

No action taken.

Mayor Schroeder recessed the meeting at 6:12 p.m.

CONVENED REGULAR SESSION

At 6:30 p.m. Mayor Schroeder convened regular session.

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Phil Woods, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report

- 7D. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Child Abuse Prevention Month for the City of Bastrop.
The proclamation was read into record by Mayor Schroeder and accepted by Meagan Webb, Children's Advocacy Center Executive Director.
- 7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of April as National Sexual Assault Awareness Month for the City of Bastrop.
The proclamation was read into record by Mayor Schroeder and accepted by Pastor Bernie Jackson, Family Crisis Center representative.
- 7F. Proclamation of the City Council of the City of Bastrop, Texas recognizing April 4-10 as National Library Week.
The proclamation was read into record by Mayor Schroeder, accepted by Bonnie Pierson, Library Director.

WORK SESSION/BRIEFINGS – NONE

STAFF AND BOARD REPORTS

- 9A. Receive presentation on the unaudited Monthly Financial Report for the period ending February 28, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer

CONSENT AGENDA

A motion was made by Mayor Pro-Tem Nelson to approve Items 11A, 11B, and 11C as listed on the Consent Agenda after being read into the record by Deputy City Secretary, Victoria Psencik. Seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 11A. Consider action to approve City Council minutes from the March 9, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11B. Consider action to approve Resolution No. R-2021-33 by the City Council of the City of Bastrop, Texas ("City") regarding the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the city to continue to participate in a coalition of cities known as the "Alliance of CenterPoint Municipalities;" determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 11C. Consider action to approve Resolution No. R-2021-23 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Ranch Road Development LLC for Pecan Park Section 1B, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning and Zoning)

ITEMS FOR INDIVIDUAL CONSIDERATION

- 12C. Consider action to approve Resolution No. R-2021-27 of the City Council of the City of Bastrop, Texas, approving a contract with Archer Western Construction, LLC to provide Construction Manager at Risk services for a not to exceed amount of Three hundred seventy-eight thousand dollars and zero cents (\$378,000.00) as defined in exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-27, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 12D. Consider action to approve Resolution No. R-2021-32 of the City Council of the City of Bastrop, Texas to award an Engineering Service contract to TRC Engineering, Inc. to provide engineering services for the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and project-related engineering services if funded: authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Fabiola De Carvalho, Director of Engineering.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-32, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 12E. Consider action to approve Resolution No. R-2021-30 of the City Council of the City of Bastrop, Texas awarding a contract for the City of Bastrop Streets, Pavement and Preventative Maintenance Project to F.N. Ploch Construction Company, Inc. in the amount of Four Hundred Eight Thousand Six Hundred Eighty-Four Dollars and Forty-Five Cents (\$408,684.45); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)
Presentation was made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-30, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 12A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
Mayor Schroeder did not approve any Emergency Orders since the last Council meeting.

- 12B. Consider action to approve Resolution No. R-2021-20 of the City Council of the City of Bastrop, Texas, approving a Professional Service Agreement between the City of Bastrop and ASAS, LLC for professional services related to the ASAS Project Development Agreement negotiations, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager for Community Development)

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro-Tem Nelson to approve Resolution No. R-2021-20, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Adjourned at 7:22 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on April 13, 2021, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 0-0 vote.



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 11B

TITLE:

Consider action to approve the following resolutions of the City Council of the City of Bastrop, Texas approving Public Improvement Plan Agreements:

- Resolution No. R-2021-36 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 2, as attached in Exhibit A,
- Resolution No. R-2021-37 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 3, as attached in Exhibit A,
- Resolution No. R-2021-38 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove Section 4, Phase 1A, as attached in Exhibit A,
- Resolution No. R-2021-39 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove, Section 4 Phase 1B, as attached in Exhibit A,
- Resolution No. R-2021-40 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 5, as attached in Exhibit A,
- Resolution No. R-2021-41 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 5, as attached in Exhibit A,
- Resolution No. R-2021-42 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 6, as attached in Exhibit A;

authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Assistant Planning Director

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Planning Director recommends City Council consider action to approve the following resolutions of the City Council of the City of Bastrop, Texas:

- Resolution No. R-2021-36 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 2, as attached in Exhibit A,
- Resolution No. R-2021-37 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 3, as attached in Exhibit A,
- Resolution No. R-2021-38 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove Section 4, Phase 1A, as attached in Exhibit A,
- Resolution No. R-2021-39 with Lennar Homes of Texas Land and Construction, Ltd. for Bastrop Grove, Section 4 Phase 1B, as attached in Exhibit A,
- Resolution No. R-2021-40 with Hunt Communities Bastrop, LLC for The Colony MUD 1C Section 5, as attached in Exhibit A,
- Resolution No. R-2021-41 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 5, as attached in Exhibit A,
- Resolution No. R-2021-42 with Hunt Communities Bastrop, LLC for The Colony MUD 1B Section 6, as attached in Exhibit A;

approving Public Improvement Plan Agreements; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2021-36
- Exhibit A – The Colony MUD 1C Section 2 Public Improvement Plan Agreement
- Resolution No. R-2021-37
- Exhibit A – The Colony MUD 1C Section 3 Public Improvement Plan Agreement
- Resolution No. R-2021-38
- Exhibit A – Bastrop Grove Phase 1A Public Improvement Plan Agreement
- Attachment 1 - Engineer's Cost Estimates
- Resolution No. R-2021-39
- Exhibit A – Bastrop Grove Section 4 Phase 1B Public Improvement Plan Agreement
- Attachment 1 - Engineer's Cost Estimates
- Resolution No. R-2021-40
- Exhibit A – The Colony MUD 1C Section 5 Public Improvement Plan Agreement
- Resolution No. R-2021-41
- Exhibit A – The Colony MUD 1B Section 5 Public Improvement Plan Agreement
- Resolution No. R-2021-42
- Exhibit A – The Colony MUD 1B Section 6 Public Improvement Plan Agreement

RESOLUTION NO. R-2021-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 2, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1C SECTION 2

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1C SECTION 2, a development in the City of Bastrop ETJ, Texas: being 65 LOTS AND 4 BLOCKS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1C Section 2 approved by the City on February 25th , 2021.

Public Improvement Plan Agreement – Colony MUD 1C Section 2

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the

Public Improvement Plan Agreement – Colony MUD 1C Section 2

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD; or,
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – Colony MUD 1C Section 2

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$208,453.46	\$260,566.83	\$0.00
Sanitary Sewer Facilities	\$226,998.59	\$283,748.24	\$0.00
Total Construction Cost	\$435,452.05	\$544,315.06	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$451,530.04	\$564,412.55	\$0.00

Public Improvement Plan Agreement – Colony MUD 1C Section 2

2.30 Street Improvements (Bastrop County- Included)

Fiscal guarantees will be provided to the City consistent with the estimates for the improvements below as attached in Exhibit A. The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,120,398.86	\$1,400,498.57	\$0.00
Erosion Control Items	\$26,528.48	\$33,160.60	\$0.00
Total Construction Cost	\$1,146,927.33	\$1,433,659.17	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$544,315.06
Storm Drainage Facilities	\$564,412.55
Streets, Sidewalks & Erosion Control Improvements	\$1,433,659.17
Total Development Assurance Amounts	\$2,542,386.78

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

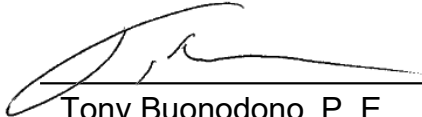
Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,146,927.33	\$22,938.55
Water	2.0%	\$208,453.46	\$4,169.07
Wastewater	2.0%	\$226,998.59	\$4,539.97
Drainage	2.0%	\$451,530.04	\$9,030.60
Payment to the City			\$40,678.19

Public Improvement Plan Agreement – Colony MUD 1C Section 2

The final construction amount is **\$2,033,909.42**, and the Public Improvement Inspection fee amount is **\$40,678.19** (the “Public Improvement Inspection Fee”).

RECOMMENDED:

	03/29/2021
Tony Buonodono, P. E.	Date
City Engineer	

Public Improvement Plan Agreement – Colony MUD 1C Section 2

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Colony MUD 1C Section 2 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

Public Improvement Plan Agreement – Colony MUD 1C Section 2

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

 3/30/21
Curtis Hancock Date
Public Works Director

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – Colony MUD 1C Section 2

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – Colony MUD 1C Section 2

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 201.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

Public Improvement Plan Agreement – Colony MUD 1C Section 2

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

Public Improvement Plan Agreement – *Colony MUD 1C Section 2*

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of ***Colony MUD 1C Section 2***, the public streets and sidewalks shall become the property of the County, pending Commissioners Court approval.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the ***City of Bastrop*** and ***Hunt Communities Bastrop, LLC***, effective ***March 4th, 2020*** (the "Consent/Development

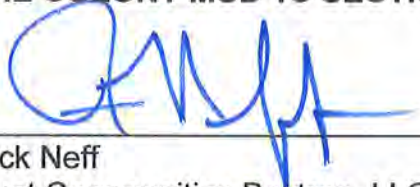
Public Improvement Plan Agreement – Colony MUD 1C Section 2

Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, 2021.

THE COLONY MUD 1C SECTION 2

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

CARLSON, BRIGANCE DOERING, INC.
Firm Id # 3791
COLONY M.U.D. 1C SECTION 2
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
February 2021

**EXHIBIT A
ENGINEER'S COST ESTIMATE**

DESCRIPTION				
I. STREET ITEMS	QUANTITY	UNIT	COST	AMOUNT
Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	17,996	SY	\$7.00	\$125,972.78
Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	12,131	SY	\$7.00	\$84,916.44
8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	9,071	SY	\$7.50	\$68,031.73
8" Base, 3' to 3' Back of Curb, complete and in place per square yard	9,071	SY	\$11.00	\$99,779.88
10" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	3,060	SY	\$9.00	\$27,540.20
16" Base, 3' to 3' Back of Curb, complete and in place per square yard	3,060	SY	\$17.50	\$53,550.39
2" HMAc, Lip to Lip, complete and in place per square yard	9,131	SY	\$12.00	\$109,573.20
6" Stand Up Curb and Gutter, complete and in place per linear foot	6,000	LF	\$16.00	\$95,994.24
Common Area 4' Sidewalks, complete and in place per linear foot	4,974	LF	\$25.00	\$124,350.00
Common Area 6' Sidewalks, complete and in place per linear foot	1,087	LF	\$30.00	\$32,610.00
ADA Ramps, complete and in place per each	13	EA	\$1,300.00	\$16,900.00
Street Light, complete and in place per each	12	EA	\$7,800.00	\$93,600.00
Street End Barricade, complete and in place per each	3	EA	\$1,200.00	\$3,600.00
Street Signs complete and in place per each	5	EA	\$500.00	\$2,500.00
4" SCH 40 PVC Conduit complete and in place per each	532	LF	\$7.50	\$3,990.00
6" SCH 40 PVC Conduit complete and in place per each	266	LF	\$15.00	\$3,990.00
Pavement Striping complete and in place per each	1	LS	\$3,500.00	\$3,500.00
Lot Grading, complete and in place per lump sum	1	LS	\$170,000.00	\$170,000.00
SUBTOTAL STREETS ITEMS				\$1,120,398.86

CARLSON, BRIGANCE DOERING, INC.
Firm Id # 3791
COLONY M.U.D. 1C SECTION 2
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
February 2021

II. DRAINAGE ITEMS	QUANTITY	UNIT	COST	AMOUNT
18" R.C.P., complete and in place per linear foot	865	LF	\$45.00	\$38,910.15
24" R.C.P., complete and in place per linear foot	1,458	LF	\$55.00	\$80,185.60
30" R.C.P., complete and in place per linear foot	1,069	LF	\$75.00	\$80,186.25
36" R.C.P., complete and in place per linear foot	404	LF	\$95.00	\$38,381.90
48" R.C.P., complete and in place per linear foot	229	LF	\$125.00	\$28,641.25
10' inlets w/ curb transition, complete and in place per each	18	EA	\$4,400.00	\$79,200.00
15' inlets w/ curb transition, complete and in place per each	5	EA	\$5,500.00	\$27,500.00
6' x 6' Drop SSMH (EA) complete and in place per each	1	EA	\$7,500.00	\$7,500.00
4' Storm Sewer Manhole, complete and in place per each	5	EA	\$4,000.00	\$20,000.00
6' x 6' JB W/ BOLTED RIM (EA) complete and in place per each	2	EA	\$8,500.00	\$17,000.00
4' x 4' JB (EA) complete and in place per each	1	EA	\$5,500.00	\$5,500.00
5' x 5' JB (EA) complete and in place per each	3	EA	\$6,500.00	\$19,500.00
48" Concrete Headwall with Dissipators and Outfall Protection complete and in place per each	1	LS	\$5,000.00	\$5,000.00
Trench Safety, complete and in place per linear foot	4,025	LF	\$1.00	\$4,024.89
SUBTOTAL DRAINAGE ITEMS:				\$451,530.04

III. WATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" C-900 DR-14, complete and in place per linear foot	2,481	LF	\$45.00	\$111,622.95
5 1/4" Fire Hydrant Assembly, complete and in place per each	6	EA	\$3,500.00	\$21,000.00
6" Gate Valve, complete and in place per each	7	EA	\$1,250.00	\$8,750.00
8" Gate Valve, complete and in place per each	7	EA	\$2,100.00	\$14,700.00
Single Water Service Assembly, complete and in place per each	7	EA	\$1,150.00	\$8,050.00
Double Water Service Assembly, complete and in place per each	27	EA	\$1,550.00	\$41,850.00
Trench Safety, complete and in place per linear foot	2,481	LF	\$1.00	\$2,480.51

CARLSON, BRIGANCE DOERING, INC.
Firm Id # 3791
ENGINEER'S COST ESTIMATE
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
February 2021

IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
12" Tie In to Existing, complete and in place per linear foot	1	EA	\$3,500.00	\$3,500.00
12" PVC SDR-26 - All Depths, complete and in place per linear foot	577	LF	\$50.00	\$28,832.50
8" Tie In to Existing, complete and in place per linear foot	1	EA	\$2,200.00	\$2,200.00
8" PVC SDR-26 - All Depths, complete and in place per linear foot	2,521	LF	\$35.00	\$88,218.90
4' Wastewater Manhole, complete and in place per each	12	EA	\$5,000.00	\$60,000.00
Single Wastewater Service (6") Assembly, complete and in place per each	5	EA	\$950.00	\$4,750.00
Double Wastewater Service (6") Assembly, complete and in place per each	28	EA	\$1,300.00	\$36,400.00
Trench Safety, complete and in place per linear foot	3,097	LF	\$1.00	\$3,097.19
SUBTOTAL WASTEWATER ITEMS:				\$226,998.59

V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil, complete and in place per square yard	5,321	SY	\$2.50	\$13,302.73
Inlet Protection, complete and in place per each	20	EA	\$150.00	\$3,000.00
Install and Maintain Silt Fence, complete and in place per linear foot	3,173	LF	\$2.75	\$8,725.75
Stabilized Construction Entrance, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
SUBTOTAL EROSION CONTROL ITEMS:				\$26,528.48

TOTAL UTILITY IMPROVEMENTS ESTIMATE \$435,452.05

TOTAL DRAINAGE IMPROVEMENTS ESTIMATE \$451,530.04

TOTAL STREETS IMPROVEMENTS ESTIMATE \$1,146,927.33

TOTAL CONSTRUCTION COST ESTIMATE **\$2,033,909.42**

DEVELOPMENT ASSURANCE PERCENTAGE REQUIRED 125%

TOTAL DEVELOPMENT ASSURANCE AMOUNT **\$2,542,386.78**



RESOLUTION NO. R-2021-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 3, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1C SECTION 3

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1C SECTION 3, a development in the City of Bastrop ETJ, Texas: being 71 LOTS AND 2 BLOCKS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1C Section 3 approved by the City on February 25th, 2021.

Public Improvement Plan Agreement – Colony MUD 1C Section 3

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, SECTION 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the contract price of the public streets, sidewalk, and drainage

Public Improvement Plan Agreement – Colony MUD 1C Section 3

improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – Colony MUD 1C Section 3

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$185,693.08	\$232,116.35	\$0.00
Sanitary Sewer Facilities	\$211,018.76	\$283,748.24	\$0.00
Total Construction Cost	\$396,711.84	\$495,889.80	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$326,371.78	\$407,964.73	\$0.00

Public Improvement Plan Agreement – Colony MUD 1C Section 3

2.30 Street Improvements (Bastrop County- Included)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A. The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Improvement Cost	City Participation
Streets & Sidewalks	\$1,022,176.99	\$1,277,721.23	\$0.00
Erosion Control Items	\$28,376.79	\$35,470.99	\$0.00
Total Construction Cost	\$1,050,553.78	\$1,313,192.23	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$495,889.80
Storm Drainage Facilities	\$407,964.73
Streets, Sidewalks & Erosion Control Improvements	\$1,313,192.23
Total Development Assurance Amounts	\$2,217,046.75

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

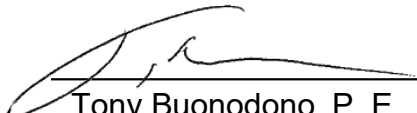
Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,050,553.78	\$21,011.08
Water	2.0%	\$185,693.08	\$3,713.86
Wastewater	2.0%	\$211,018.76	\$4,220.38
Drainage	2.0%	\$326,371.78	\$6,527.44
Payment to the City			\$35,472.75

Public Improvement Plan Agreement – Colony MUD 1C Section 3

The final construction amount is **\$1,773,637.40**, and the Public Improvement Inspection fee amount is **\$35,472.75** (the “Public Improvement Inspection fee”).

RECOMMENDED:

	<u>03/29/2021</u>
Tony Buonodono, P. E.	Date
City Engineer	

Public Improvement Plan Agreement – Colony MUD 1C Section 3

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Colony MUD 1C Section 3 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

Public Improvement Plan Agreement – Colony MUD 1C Section 3

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

 3/30/21
Curtis Hancock Date
Public Works Director

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – Colony MUD 1C Section 3

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – Colony MUD 1C Section 3

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 301.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

Public Improvement Plan Agreement – Colony MUD 1C Section 3

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

Public Improvement Plan Agreement – *Colony MUD 1C Section 3*

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of ***Colony MUD 1C Section 3***, the public streets and sidewalks shall become the property of the Count, pending Commissioners Court approval.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the ***City of Bastrop*** and ***Hunt***

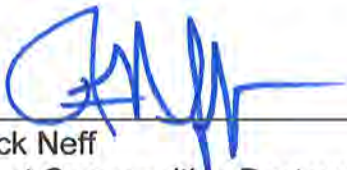
Public Improvement Plan Agreement – Colony MUD 1C Section 3

Communities Bastrop, LLC, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, 2021.

THE COLONY MUD 1C SECTION 3

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

CARLSON, BRIGANCE DOERING, INC.
Firm Id # 3791
COLONY M.U.D. 1C SECTION 3
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
January 2021

EXHIBIT A
ENGINEER'S COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
I. STREET ITEMS				
Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	16,498	SY	\$7.00	\$115,485.07
Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	11,126	SY	\$7.00	\$77,885.39
8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	8,482	SY	\$7.50	\$63,613.43
8" Base, 3' to 3' Back of Curb, complete and in place per square yard	8,482	SY	\$11.00	\$93,299.70
10" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	2,645	SY	\$9.00	\$23,802.24
16" Base, 3' to 3' Back of Curb, complete and in place per square yard	2,645	SY	\$17.50	\$46,282.13
2" HMA, Lip to Lip, complete and in place per square yard	8,364	SY	\$12.00	\$100,367.04
6" Stand Up Curb and Gutter, complete and in place per linear foot	5,525	LF	\$16.00	\$88,404.48
Common Area 4' Sidewalks, complete and in place per linear foot	3,680	LF	\$25.00	\$91,992.50
Common Area 6' Sidewalks, complete and in place per linear foot	826	LF	\$30.00	\$24,765.00
ADA Ramps, complete and in place per each	6	EA	\$1,300.00	\$7,800.00
Street Light, complete and in place per each	9	EA	\$7,800.00	\$70,200.00
Street End Barricade, complete and in place per each	4	EA	\$1,200.00	\$4,800.00
Street Signs, complete and in place per each	4	EA	\$500.00	\$2,000.00
4" SCH 40 PVC Conduit, complete and in place per each	532	LF	\$7.50	\$3,990.00
6" SCH 40 PVC Conduit, complete and in place per each	266	LF	\$15.00	\$3,990.00
Pavement Striping, complete and in place per each	1	LS	\$3,500.00	\$3,500.00
Lot Grading, complete and in place per lump sum	1	LS	\$200,000.00	\$200,000.00
SUBTOTAL STREETS ITEMS				\$1,022,176.99
II. DRAINAGE ITEMS				
18" R.C.P., complete and in place per linear foot	1,291	LF	\$45.00	\$58,082.40
24" R.C.P., complete and in place per linear foot	342	LF	\$55.00	\$18,808.35
30" R.C.P., complete and in place per linear foot	51	LF	\$75.00	\$3,818.25
36" R.C.P., complete and in place per linear foot	361	LF	\$95.00	\$34,264.60
42" R.C.P., complete and in place per linear foot	523	LF	\$125.00	\$65,331.25
10' inlets w/ curb transition, complete and in place per each	15	EA	\$4,400.00	\$66,000.00
15' inlets w/ curb transition, complete and in place per each	2	EA	\$5,500.00	\$11,000.00
6' x 6' Drop SSMH (EA), complete and in place per each	1	EA	\$7,500.00	\$7,500.00
4' Storm Sewer Manhole, complete and in place per each	3	EA	\$4,000.00	\$12,000.00
6' x 6' JB W/ BOLTED RIM (EA), complete and in place per each	2	EA	\$8,500.00	\$17,000.00
4' x 4' JB (EA), complete and in place per each	1	EA	\$5,500.00	\$5,500.00
5' x 5' JB (EA), complete and in place per each	3	EA	\$6,500.00	\$19,500.00
48" Concrete Headwall with Dissipators and Outfall Protection, complete and in place per each	1	LS	\$5,000.00	\$5,000.00
Trench Safety, complete and in place per linear foot	2,567	LF	\$1.00	\$2,566.93

CARLSON, BRIGANCE DOERING, INC.

Firm Id # 3791

ENGINEER'S COST ESTIMATE

EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

January 2021

III. WATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" C-900 DR-14, complete and in place per linear foot	2,164	LF	\$45.00	\$97,379.10
5 1/4" Fire Hydrant Assembly, complete and in place per each	5	EA	\$3,500.00	\$17,500.00
6" Gate Valve, complete and in place per each	5	EA	\$1,250.00	\$6,250.00
8" Gate Valve, complete and in place per each	3	EA	\$2,100.00	\$6,300.00
Single Water Service Assembly, complete and in place per each	7	EA	\$1,150.00	\$8,050.00
Double Water Service Assembly, complete and in place per each	31	EA	\$1,550.00	\$48,050.00
Trench Safety, complete and in place per linear foot	2,164	LF	\$1.00	\$2,163.98
SUBTOTAL WATER ITEMS:				\$185,693.08

IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" Tie In to Existing, complete and in place per linear foot	1	EA	\$2,200.00	\$2,200.00
8" PVC SDR-26 - All Depths, complete and in place per linear foot	2,327	LF	\$35.00	\$81,441.85
4' Wastewater Manhole, complete and in place per each	14	EA	\$5,000.00	\$70,000.00
5' Wastewater Drop Manhole, complete and in place per each	1	EA	7,500	\$7,500.00
Single Wastewater Service (6") Assembly, complete and in place per each	9	EA	\$950.00	\$8,550.00
Double Wastewater Service (6") Assembly, complete and in place per each	30	EA	\$1,300.00	\$39,000.00
Trench Safety, complete and in place per linear foot	2,327	LF	\$1.00	\$2,326.91
SUBTOTAL WASTEWATER ITEMS:				\$211,018.76

V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil, complete and in place per square yard	5,271	SY	\$2.50	\$13,176.71
Inlet Protection, complete and in place per each	18	EA	\$150.00	\$2,700.00
Install and Maintain Silt Fence, complete and in place per linear foot	4,000	LF	\$2.75	\$11,000.08
Stabilized Construction Entrance, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
SUBTOTAL EROSION CONTROL ITEMS:				\$28,376.79

TOTAL UTILITY IMPROVEMENTS ESTIMATE \$396,711.84TOTAL DRAINAGE IMPROVEMENTS ESTIMATE \$326,371.78TOTAL STREETS IMPROVEMENTS ESTIMATE \$1,050,553.78**TOTAL CONSTRUCTION COST ESTIMATE** **\$1,773,637.40**DEVELOPMENT ASSURANCE PERCENTAGE REQUIRED 125%**TOTAL DEVELOPMENT ASSURANCE AMOUNT** **\$2,217,046.75**

Brendan P. McEntee
Firm F3791
03/01/2021

RESOLUTION NO. R-2021-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, FOR BASTROP GROVE, SECTION 4, PHASE 1A, 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 adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Lennar Homes of Texas Land and Construction, Ltd. has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
BASTROP GROVE PHASE 1A

The State of Texas

County of Bastrop

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Phase 1A, a development in the City of Bastrop, Texas: being six blocks and 75 lots; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Kevin Pape, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), drainage (City of Bastrop), street lights and street signs (City of Bastrop), and park/trail improvements (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Bastrop Grove Phase 1A approved by the City on March 25, 2021.

Public Improvement Plan Agreement – *Bastrop Grove 1A*

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

Public Improvement Plan Agreement – *Bastrop Grove 1A*

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.
- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
 - d) In order to record the Final Plat, the developer must complete one of the following:
 1. Have received a Letter of Acceptance from the City Engineer; or
 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on March 25,

Public Improvement Plan Agreement – *Bastrop Grove 1A*

2021.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$457,550	\$457,550	\$0.00
Sanitary Sewer Facilities	\$520,280	\$520,280	\$0.00
Total Construction Cost	\$977,830	\$977,830	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$1,730,013	\$1,730,013	\$0.00

Public Improvement Plan Agreement – Bastrop Grove 1A**2.30 Street Improvements**

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,127,193	\$1,127,193	\$0.00
Erosion Control Items	\$101,650	\$101,650	\$0.00
Total Construction Cost	\$1,228,843	\$1,228,843	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$977,830
Storm Drainage Facilities	\$1,730,013
Streets, Sidewalks & Erosion Control Improvements	\$1,228,843
Total Development Assurance Amounts	\$3,936,686

Public Improvement Plan Agreement – Bastrop Grove 1A

**INSPECTION FEES TO BE PAID PRIOR TO
PRE-CONSTRUCTION MEETING:**

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$1,228,843	\$43,009.50
Water	3.5%	\$457,550	\$16,014.25
Wastewater	3.5%	\$520,280	\$18,209.80
Drainage	3.5%	\$1,730,013	\$60,550.46
Payment to the City			\$137,784.01

The final construction amount is **[\$3,936,686]**, and the Public Improvement Inspection fee amount is **[\$137,784.01]** (the "Final Fiscal Guaranty Amount").

RECOMMENDED:


 03/26/2021
 Tony Buonodono, P. E. Date
 City Engineer

Public Improvement Plan Agreement – *Bastrop Grove 1A*

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Bastrop Grove Phase 1A as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City's and County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on March 25, 2021.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights. The HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

Public Improvement Plan Agreement – Bastrop Grove 1A**3.40 Street Name and Regulatory Signs (City of Bastrop)**

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:


Curtis Hancock
Public Works Director

3/29/21
Date

3.50 Land Dedication

The Developer shall dedicate to the City the area shown as public open space on Bastrop Grove Phase 1A approved on March 25, 2021. A private homeowners association or property owners association shall maintain the public open space.

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within Bastrop Grove Phase 1A and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance as of the date of this agreement.

Public Improvement Plan Agreement – *Bastrop Grove 1A*

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee	75	\$4,109	\$308,175
Wastewater Impact Fee	75	\$6,173	\$462,975
Total Impact Fees			\$771,150

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and

Public Improvement Plan Agreement – *Bastrop Grove 1A*

invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies

Public Improvement Plan Agreement – *Bastrop Grove 1A*

Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its

Public Improvement Plan Agreement – *Bastrop Grove 1A*

officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

Public Improvement Plan Agreement – *Bastrop Grove 1A*

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Bastrop Grove Phase 1A, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

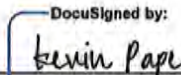
No other agreements existing between the Developer and the City.

Public Improvement Plan Agreement – *Bastrop Grove 1A*

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the 13th day of April, 2021.

Bastrop Grove Phase 1A

City of Bastrop, Texas

DocuSigned by:

Kevin Pape
Lennar Homes of Texas
Land and Construction, Ltd.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



ENGINEERS OPINION OF PROBABLE COST

PROJECT: BASTROP GROVE PHASE 1A

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8" WATER LINE C-900 PVC	5,475	LF	\$41.00	\$224,475.00
2	18" BORE w/ 8" WATER LINE C-900 PVC	80	LF	\$450.00	\$36,000.00
3	8" GATE VALVE	25	EA	\$1,575.00	\$39,375.00
4	SINGLE SERVICE	22	EA	\$975.00	\$21,450.00
5	DOUBLE SERVICE	40	EA	\$1,500.00	\$60,000.00
6	FIRE HYDRANT ASSEMBLY	8	EA	\$4,600.00	\$36,800.00
7	AIR RELEASE VALVE	7	EA	\$2,200.00	\$15,400.00
8	2" AUTOMATIC FLUSHING VALVE	3	EA	\$3,775.00	\$11,325.00
9	TIE TO EXISTING WL TAPPING SLEEVE & VALVE	1	EA	\$5,750.00	\$5,750.00
10	REMOVE PLUG AND TIE TO EXISTING WL	1	EA	\$1,500.00	\$1,500.00
11	TRENCH SAFETY	5,475	LF	\$1.00	\$5,475.00
SUBTOTAL - WATER					\$457,550.00

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8" SDR 26 WASTEWATER LINE (ALL DEPTHS)	1,402	LF	\$39.00	\$54,678.00
2	12" SDR 26 WASTEWATER LINE (ALL DEPTHS)	4,412	LF	\$49.00	\$216,188.00
3	SINGLE SERVICE	24	EA	\$1,100.00	\$26,400.00
4	DOUBLE SERVICE	52	EA	\$1,650.00	\$85,800.00
5	STD. WASTEWATER MANHOLE	25	EA	\$4,500.00	\$112,500.00
6	EXTRA DEPTH MANHOLE	70	VF	\$250.00	\$17,500.00
7	REMOVE PLUG AND TIE TO EXISTING WWL	1	EA	\$1,400.00	\$1,400.00
8	TRENCH SAFETY	5,814	LF	\$1.00	\$5,814.00
SUBTOTAL - WASTEWATER					\$520,280.00

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	54-INCH RCP CL III	1,645	LF	\$172.00	\$282,940.00
2	48-INCH RCP CL III	735	LF	\$136.00	\$99,960.00
3	42-INCH RCP CL III	565	LF	\$115.00	\$64,975.00
4	36-INCH RCP CL III	483	LF	\$90.00	\$43,470.00
5	30-INCH RCP CL III	363	LF	\$69.00	\$25,047.00
6	24-INCH RCP CL III	570	LF	\$55.00	\$31,350.00
7	18-INCH RCP CL III	1,133	LF	\$45.00	\$50,985.00
8	6'x5' RCB	998	LF	\$325.00	\$324,350.00
9	5'x4' RCB	696	LF	\$244.00	\$169,824.00
10	6'x3' RCB	429	LF	\$280.00	\$120,120.00
11	4'x3' RCB	473	LF	\$179.00	\$84,667.00
12	18" SAFETY END TREATMENT	1	EA	\$1,185.00	\$1,185.00
13	24" SAFETY END TREATMENT	1	EA	\$1,500.00	\$1,500.00
14	HEADWALL 6'X5'	1	EA	\$18,750.00	\$18,750.00
15	HEADWALL 5'X4'	1	EA	\$14,000.00	\$14,000.00
16	HEADWALL 54"	1	EA	\$11,500.00	\$11,500.00
17	4' X 4' AREA INLET	2	EA	\$2,750.00	\$5,500.00
18	TRENCH SAFETY	8,090	LF	\$1.00	\$8,090.00
19	10' CURB INLET	20	EA	\$3,750.00	\$75,000.00
20	15' CURB INLET	5	EA	\$5,500.00	\$27,500.00
21	4' BOX MANHOLE	2	EA	\$3,750.00	\$7,500.00
22	5' BOX MANHOLE	3	EA	\$4,100.00	\$12,300.00
23	6' BOX MANHOLE	5	EA	\$5,500.00	\$27,500.00
24	7' BOX MANHOLE	10	EA	\$9,600.00	\$96,000.00
25	9' BOX MANHOLE	7	EA	\$18,000.00	\$126,000.00
SUBTOTAL - DRAINAGE					\$1,730,013.00

STREET/SITE IMPROVEMENTS*

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	STREET EX/SUBGRADE PREP	21,195	SY	\$2.75	\$58,286.25
2	CLEAR AND GRUB	21	AC	\$800.00	\$16,800.00
3	12" CLMB (Local)	18,210	SY	\$17.00	\$309,570.00
4	18" CLMB (Collector)	2,985	SY	\$25.00	\$74,625.00
5	2.0" HMA	15,909	SY	\$11.00	\$174,999.00
6	6" CURB AND GUTTER	9,291	LF	\$13.50	\$125,428.50
7	RIBBON CURB	256	LF	\$22.50	\$5,760.00
8	PEDESTRIAN (ADA) RAMPS	25	EA	\$1,350.00	\$33,750.00
9	STREET END BARRICADE	9	EA	\$900.00	\$8,100.00
10	CONCRETE VALLEY GUTTERS	9	EA	\$5,750.00	\$51,750.00
11	4' WIDE CONCRETE SIDEWALK	3,032	LF	\$28.00	\$84,896.00
12	EXCAVATION	26,417	CY	\$4.25	\$112,272.25
13	EMBANKMENT	17,312	CY	\$3.00	\$51,936.00
14	SIGNAGE, STRIPING AND TRAFFIC CONTROL	1	LS	\$17,244.00	\$17,244.00
15	MOUNTABLE CURB	74	LF	\$24.00	\$1,776.00
SUBTOTAL - STREETS					\$1,127,193.00

EROSION CONTROL IMPROVEMENTS/PAD GRADING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	SILT FENCE	17,700	LF	\$2.75	\$48,675.00
2	INLET PROTECTION	28	EA	\$75.00	\$2,100.00
3	ROCK BERM	295	LF	\$25.00	\$7,375.00
4	ROCK RIP RAP	448	SY	\$50.00	\$22,400.00
5	CONCRETE WASHOUT	1	EA	\$800.00	\$800.00
6	REVEGETATION	58,500	SY	\$0.30	\$17,550.00
7	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$2,750.00	\$2,750.00
SUBTOTAL - EROSION CONTROLS					\$101,650.00

SUMMARY - CONSTRUCTION

ITEM	DESCRIPTION	TOTAL COST
1	WATER IMPROVEMENTS	\$457,550.00
2	WASTEWATER IMPROVEMENTS	\$520,280.00
3	DRAINAGE IMPROVEMENTS	\$1,730,013.00
4	STREET/SITE IMPROVEMENTS	\$1,127,193.00
5	EROSION CONTROLS/GRADING	\$101,650.00
7	TOTAL	\$3,936,686.00



RESOLUTION NO. R-2021-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, FOR BASTROP GROVE, SECTION 4, PHASE 1B, 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 adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Lennar Homes of Texas Land and Construction, Ltd. has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
BASTROP GROVE PHASE 1B

The State of Texas

County of Bastrop

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Bastrop Grove Phase 1B, a development in the City of Bastrop, Texas: being five blocks and 73 lots; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Kevin Pape, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), drainage (City of Bastrop), street lights and street signs (City of Bastrop), and park/trail improvements (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Bastrop Grove Phase 1B approved by the City on March 25, 2021.

Public Improvement Plan Agreement – *Bastrop Grove 1B*

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

Public Improvement Plan Agreement – *Bastrop Grove 1B*

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on March 25,

Public Improvement Plan Agreement – *Bastrop Grove 1B*

2021.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$229,867	\$229,867	\$0.00
Sanitary Sewer Facilities	\$162,863	\$162,863	\$0.00
Total Construction Cost	\$392,730	\$392,730	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$92,798	\$92,798	\$0.00

Public Improvement Plan Agreement – *Bastrop Grove 1B*

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$624,139.40	\$624,139.40	\$0.00
Erosion Control Items	\$36,494.60	\$36,494.60	\$0.00
Total Construction Cost	\$660,634	\$660,634	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$392,730
Storm Drainage Facilities	\$92,798
Streets, Sidewalks & Erosion Control Improvements	\$660,634
Total Development Assurance Amounts	\$1,146,162

Public Improvement Plan Agreement – Bastrop Grove 1B

**INSPECTION FEES TO BE PAID PRIOR TO
PRE-CONSTRUCTION MEETING:**

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$660,634	\$23,122.19
Water	3.5%	\$229,867	\$8,045.35
Wastewater	3.5%	\$162,863	\$5,700.20
Drainage	3.5%	\$92,798	\$3,247.93
Payment to the City			\$40,115.67

The final construction amount is **[\$1,146,162]**, and the Public Improvement Inspection fee amount is **[\$40,115.67]** (the "Final Fiscal Guaranty Amount").

RECOMMENDED:


 Tony Buonodono, P. E.
 City Engineer

03/26/2021

Date

Public Improvement Plan Agreement – Bastrop Grove 1B

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Bastrop Grove Phase 1B as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City's and County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on March 25, 2021.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights. The HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

Public Improvement Plan Agreement – Bastrop Grove 1B**3.40 Street Name and Regulatory Signs (City of Bastrop)**

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:



Curtis Hancock
Public Works Director

3/29/21

Date

3.50 Land Dedication

The Developer shall dedicate to the City the area shown as public open space on Bastrop Grove Phase 1B approved on March 25, 2021. A private homeowners association or property owners association shall maintain the public open space.

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within Bastrop Grove Phase 1B and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the the date of this agreement.

Public Improvement Plan Agreement – *Bastrop Grove 1B*

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee	73	\$4,109	\$299,957
Wastewater Impact Fee	73	\$6,173	\$445,629
Total Impact Fees			\$750,586

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and

Public Improvement Plan Agreement – Bastrop Grove 1B

invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies

Public Improvement Plan Agreement – Bastrop Grove 1B

Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its

Public Improvement Plan Agreement – Bastrop Grove 1B

officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

Public Improvement Plan Agreement – *Bastrop Grove 1B*

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Bastrop Grove Phase 1B, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

No other agreements existing between the Developer and the City.

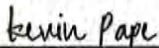
Public Improvement Plan Agreement – Bastrop Grove 1B

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the 13th day of April, 2021.

Bastrop Grove Phase 1B

City of Bastrop, Texas

DocuSigned by:



Kevin Pape
Lennar Homes of Texas
Land and Construction, Ltd.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



ENGINEERS OPINION OF PROBABLE COST

PROJECT: BASTROP GROVE PHASE 1B

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8" WATER LINE C-900 PVC	2,945	LF	\$41.00	\$120,745.00
2	8" GATE VALVE	10	EA	\$1,600.00	\$16,000.00
3	SINGLE SERVICE	21	EA	\$975.00	\$20,475.00
4	DOUBLE SERVICE	25	EA	\$1,500.00	\$37,500.00
5	FIRE HYDRANT ASSEMBLY	7	EA	\$4,600.00	\$32,200.00
6	REMOVE PLUG AND TIE TO EXISTING WL	2	EA	\$1.00	\$2.00
7	TRENCH SAFETY	2,945	LF	\$1.00	\$2,945.00
SUBTOTAL - WATER					\$229,867.00

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8" SDR 26 WASTEWATER LINE (ALL DEPTHS)	484	LF	\$39.00	\$18,876.00
2	12" SDR 26 WASTEWATER LINE (ALL DEPTHS)	1,253	LF	\$49.00	\$61,397.00
3	SINGLE SERVICE	13	EA	\$1,100.00	\$14,300.00
4	DOUBLE SERVICE	17	EA	\$1,650.00	\$28,050.00
5	STD. WASTEWATER MANHOLE	7	EA	\$4,500.00	\$31,500.00
6	EXTRA DEPTH MANHOLE	28	VF	\$250.00	\$7,000.00
7	REMOVE PLUG AND TIE TO EXISTING WWL	3	EA	\$1.00	\$3.00
8	TRENCH SAFETY	1,737	LF	\$1.00	\$1,737.00
SUBTOTAL - WASTEWATER					\$162,863.00

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	18-INCH RCP CL III	713	LF	\$45.00	\$32,085.00
2	TRENCH SAFETY	713	LF	\$1.00	\$713.00
3	10' CURB INLET	16	EA	\$3,750.00	\$60,000.00
SUBTOTAL - DRAINAGE					\$92,798.00

STREET/SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	STREET EX/SUBGRADE PREP	12,194	SY	\$2.75	\$33,533.50
2	CLEAR AND GRUB	13	AC	\$800.00	\$10,400.00
3	12" CLMB (30' Local Street)	12,194	SY	\$17.00	\$207,298.00
4	2.0" HMA (30' Local Street)	9,007	SY	\$11.00	\$99,077.00
5	6" CURB AND GUTTER	5,749	LF	\$13.50	\$77,611.50
6	PEDESTRIAN (ADA) RAMPS	14	EA	\$1,350.00	\$18,900.00
7	STREET END BARRICADE	2	EA	\$900.00	\$1,800.00
8	CONCRETE VALLEY GUTTERS	6	EA	\$5,750.00	\$34,500.00
9	4' WIDE CONCRETE SIDEWALK	887	LF	\$28.00	\$24,836.00
10	EXCAVATION	7,784	CY	\$4.25	\$33,082.00
11	EMBANKMENT	25,654	CY	\$3.00	\$76,962.00
12	SIGNAGE, STRIPING AND TRAFFIC CONTROL	1	LS	\$6,139.40	\$6,139.40
SUBTOTAL - STREETS					\$624,139.40

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	SILT FENCE	7,872	LF	\$2.75	\$21,648.00
2	INLET PROTECTION	16	EA	\$75.00	\$1,200.00
3	CONCRETE WASHOUT	1	EA	\$1.00	\$1.00
4	REVEGETATION	45,482	SY	\$0.30	\$13,644.60
5	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$1.00	\$1.00
SUBTOTAL - EROSION CONTROLS					\$36,494.60

SUMMARY - CONSTRUCTION

ITEM	DESCRIPTION	TOTAL COST
1	WATER IMPROVEMENTS	\$229,867.00
2	WASTEWATER IMPROVEMENTS	\$162,863.00
3	DRAINAGE IMPROVEMENTS	\$92,798.00
4	STREET/SITE IMPROVEMENTS	\$624,139.40
5	EROSION CONTROLS/GRADING	\$36,494.60
7	TOTAL	\$1,146,162.00



RESOLUTION NO. R-2021-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 5, 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 adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1C SECTION 5

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1C SECTION 5, a development in the City of Bastrop ETJ, Texas: being 89 LOTS AND 4 BLOCKS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, it's City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1C Section 5 approved by the City on February 11th, 2021.

Public Improvement Plan Agreement – Colony MUD 1C Section 5

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the contract price of the public streets, sidewalk, and drainage

Public Improvement Plan Agreement – Colony MUD 1C Section 5

improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – Colony MUD 1C Section 5

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$248,102.78	\$310,128.48	\$0.00
Sanitary Sewer Facilities	\$208,747.88	\$260,934.85	\$0.00
Total Construction Cost	\$456,850.66	\$571,063.33	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$206,924.62	\$258,655.78	\$0.00

Public Improvement Plan Agreement – Colony MUD 1C Section 5

2.30 Street Improvements (Bastrop County- Included)

Fiscal guarantees will be provided to the Colony Municipal Utility District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$919,115.58	\$1,148,894.47	\$0.00
Erosion Control Items	\$26,451.17	\$33,063.96	\$0.00
Total Construction Cost	\$945,566.74	\$1,181,958.43	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$571,063.33
Storm Drainage Facilities	\$258,655.78
Streets, Sidewalks & Erosion Control Improvements	\$1,181,958.43
Total Development Assurance Amounts	\$2,011,677.53

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

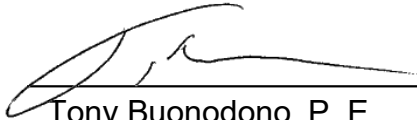
Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$945,566.74	\$18,911.33
Water	2.0%	\$248,102.78	\$4,962.06
Wastewater	2.0%	\$208,747.88	\$4,174.96
Drainage	2.0%	\$206,924.62	\$4,138.49
Payment to the City			\$32,186.84

Public Improvement Plan Agreement – Colony MUD 1C Section 5

The final construction amount is **\$1,609,342.02**, and the Public Improvement Inspection fee amount is **\$32,186.84** (the “Public Improvement Inspection fee”).

RECOMMENDED:

	03/29/2021
Tony Buonodono, P. E.	Date
City Engineer	

Public Improvement Plan Agreement – Colony MUD 1C Section 5

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Colony MUD 1C Section 5 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

Public Improvement Plan Agreement – Colony MUD 1C Section 5

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:



Curtis Hancock
Public Works Director

3/30/21

Date

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – Colony MUD 1C Section 5

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – Colony MUD 1C Section 5

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 501.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

Public Improvement Plan Agreement – Colony MUD 1C Section 5

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

Public Improvement Plan Agreement – *Colony MUD 1C Section 5*

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of ***Colony MUD 1C Section 5***, the public streets and sidewalks shall become the property of the County, pending Commissioners Court approval.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the ***City of Bastrop*** and ***Hunt Communities Bastrop, LLC***, effective ***March 4th, 2020*** (the "Consent/Development

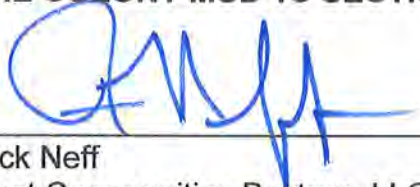
Public Improvement Plan Agreement – Colony MUD 1C Section 2

Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, 2021.

THE COLONY MUD 1C SECTION 2

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

CARLSON, BRIGANCE DOERING, INC.
Firm Id # 3791
Colony MUD 1C Section 5
EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL
January 2021

EXHIBIT A
ENGINEER'S COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
I. STREET ITEMS				
Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	15,957	SY	\$7.00	\$111,700.56
Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	10,851	SY	\$7.00	\$75,956.38
8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	10,851	SY	\$7.50	\$81,381.83
8" Base, 3' to 3' Back of Curb, complete and in place per square yard	9,071	SY	\$11.00	\$99,779.88
2" HMA, Lip to Lip, complete and in place per square yard	7,979	SY	\$12.00	\$95,743.33
6" Stand Up Curb and Gutter, complete and in place per linear foot	5,745	LF	\$16.00	\$91,913.60
Common Area 4' Sidewalks, complete and in place per linear foot	3,494	LF	\$25.00	\$87,360.00
ADA Ramps, complete and in place per each	8	EA	\$1,300.00	\$10,400.00
Street Light, complete and in place per each	9	EA	\$7,800.00	\$70,200.00
Street End Barricade, complete and in place per each	1	EA	\$1,200.00	\$1,200.00
Street Signs complete and in place per each	4	EA	\$500.00	\$2,000.00
4" SCH 40 PVC Conduit complete and in place per each	532	LF	\$7.50	\$3,990.00
6" SCH 40 PVC Conduit complete and in place per each	266	LF	\$15.00	\$3,990.00
Pavement Striping complete and in place per each	1	LS	\$3,500.00	\$3,500.00
Lot Grading, complete and in place per lump sum	1	LS	\$180,000.00	\$180,000.00
SUBTOTAL STREETS ITEMS				\$919,115.58

II. DRAINAGE ITEMS	QUANTITY	UNIT	COST	AMOUNT
18" R.C.P., complete and in place per linear foot	1,471	LF	\$45.00	\$66,198.15
24" R.C.P., complete and in place per linear foot	295	LF	\$55.00	\$16,244.25
30" R.C.P., complete and in place per linear foot	252	LF	\$75.00	\$18,903.75
10' inlets w/ curb transition, complete and in place per each	15	EA	\$4,400.00	\$66,000.00
4' Storm Sewer Manhole, complete and in place per each	2	EA	\$4,000.00	\$8,000.00
4' x 4' JB (EA) complete and in place per each	1	EA	\$5,500.00	\$5,500.00
Dry Stack Retaining Wall (height<4') Face Ft	1,203	SF	\$20.00	\$24,060.00
Trench Safety, complete and in place per linear foot	2,018	LF	\$1.00	\$2,018.47
SUBTOTAL DRAINAGE ITEMS:				\$206,924.62

CARLSON, BRIGANCE DOERING, INC.

Firm Id # 3791

ENGINEER'S COST ESTIMATE

EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

January 2021

III. WATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" C-900 DR-14, complete and in place per linear foot	2,886	LF	\$45.00	\$129,866.85
5 1/4" Fire Hydrant Assembly, complete and in place per each	6	EA	\$3,500.00	\$21,000.00
6" Gate Valve, complete and in place per each	6	EA	\$1,250.00	\$7,500.00
8" Gate Valve, complete and in place per each	8	EA	\$2,100.00	\$16,800.00
Single Water Service Assembly, complete and in place per each	7	EA	\$1,150.00	\$8,050.00
Double Water Service Assembly, complete and in place per each	40	EA	\$1,550.00	\$62,000.00
Trench Safety, complete and in place per linear foot	2,886	LF	\$1.00	\$2,885.93
SUBTOTAL WATER ITEMS:				\$248,102.78

IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" Tie In to Existing, complete and in place per linear foot	1	EA	\$2,200.00	\$2,200.00
8" PVC SDR-26 - All Depths, complete and in place per linear foot	2,651	LF	\$35.00	\$92,796.55
4' Wastewater Manhole, complete and in place per each	7	EA	\$5,000.00	\$35,000.00
5' Wastewater Drop Manhole, complete and in place per each	1	EA	\$5,000.00	\$5,000.00
Single Wastewater Service (6") Assembly, complete and in place per each	5	EA	\$1,100.00	\$5,500.00
Double Wastewater Service (6") Assembly, complete and in place per each	41	EA	\$1,600.00	\$65,600.00
Trench Safety, complete and in place per linear foot	2,651	LF	\$1.00	\$2,651.33
SUBTOTAL WASTEWATER ITEMS:				\$208,747.88

V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & complete and in place per square yard	5,149	SY	\$2.50	\$12,872.42
Inlet Protection, complete and in place per each	17	EA	\$150.00	\$2,550.00
Install and Maintain Silt Fence, complete and in place per linear foot	3,465	LF	\$2.75	\$9,528.75
Stabilized Construction Entrance, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
SUBTOTAL EROSION CONTROL ITEMS:				\$26,451.17

TOTAL UTILITY IMPROVEMENTS ESTIMATE **\$456,850.66**

TOTAL DRAINAGE IMPROVEMENTS ESTIMATE **\$206,924.62**

TOTAL STREETS IMPROVEMENTS ESTIMATE **\$945,566.74**

TOTAL CONSTRUCTION COST ESTIMATE **\$1,609,342.02**

DEVELOPMENT ASSURANCE PERCENTAGE REQUIRED **125%**

TOTAL DEVELOPMENT ASSURANCE AMOUNT **\$2,011,677.53**



RESOLUTION NO. R-2021-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1B, SECTION 5, 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 adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
THE COLONY MUD 1B SECTION 5

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1B SECTION 5, a development in the City of Bastrop ETJ, Texas: being 68 LOTS AND 6 BLOCKS; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The COLONY MUD 1B SECTION 5 approved by the City on February 24, 2021.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City and/or MUD with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a one (1) year maintenance bond in the name of the City

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

and County, subject to City approval, for ten percent (10%) of the contract price of the public streets and sidewalk improvements. The Developer agrees to require the contractor(s) to furnish the MUD with a two (2) year maintenance bond in the name of the MUD, subject to MUD approval, for ten percent (10%) of the contract price of the street excavation, drainage, water, wastewater and erosion control improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
 - 1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
 - 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows (Exhibit A):

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$193,611.57	\$242,014.46	\$0.00
Sanitary Sewer Facilities	\$207,070.40	\$258,838.00	\$0.00
Total Construction Cost	\$400,681.97	\$500,852.46	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows (Exhibit A):

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$671,265.71	\$839,082.14	\$0.00

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

2.30 Street Improvements (Bastrop County- Included)

The distribution of costs between the City and the Developer for all street improvements are as follows (Exhibit A):

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,077,167.89	\$1,346,459.86	\$0.00
Erosion Control Items	\$54,508.22	\$68,135.28	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$500,852.46
Storm Drainage Facilities	\$839,082.14
Streets, Sidewalks & Erosion Control Improvements	\$1,414,595.14
Total Development Assurance Amounts	\$2,754,529.74

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,131,676.11	\$22,633.52
Water	2.0%	\$ 193,611.57	\$3,872.23
Wastewater	2.0%	\$207,070.40	\$4,141.41
Drainage	2.0%	\$671,265.71	\$13,425.31

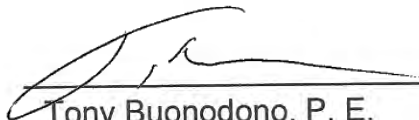
Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

Payment to the City

\$44,072.47

The final construction amount is **\$2,203,623.79**, and the Public Improvement Inspection fee amount is **\$44,072.47**.

RECOMMENDED:



Tony Buonodono, P. E.
City Engineer

03/29/2021

Date

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within COLONY MUD 1B SECTION 5 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

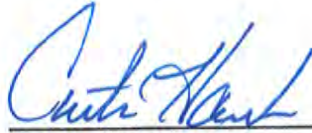
3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in compliance with the Consent Agreement and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:



Curtis Hancock
Public Works Director

3/30/21

Date

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of COLONY MUD 1B SECTION 5, the public streets and sidewalks shall become the property of the County, pending Commissioners Court acceptance.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the City of Bastrop and Hunt Communities Bastrop, LLC. effective March 4th, 2020 (the "Consent/Development

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 5

Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, 2021.

THE COLONY MUD 1B SECTION 5

CITY OF BASTROP, TEXAS



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

**ESTIMATED BID QUANTITIES
THE COLONY M.U.D. 1B, SECTION 5
CBD #5217
STREETS**

ITEM	DESCRIPTION	QTY	UNIT	COST	AMOUNT
I. STREET ITEMS - INTERIOR TRACT					
1	Site Grading complete and in place per lump sum	1	LS	\$400,000.00	\$400,000.00
2	Cement Stabilized Subgrade Preparation, 2' to 2' Back of Curb complete and in place per square yard	18,405	SY	\$8.50	\$156,442.50
3	8" Crushed Limestone Base, 2' to 2' Back of Curb complete and in place per square yard	18,405	SY	\$12.00	\$220,860.00
4	2" HMAC, Lip to Lip complete and in place per square yard	16,067	SY	\$11.50	\$184,770.50
5	6" Curb and Gutter complete and in place per linear foot	8,482	LF	\$14.50	\$122,989.00
6	ADA Ramps complete and in place per each	16	EA	\$1,350.00	\$21,600.00
7	Common Area 4' Sidewalks complete and in place per linear foot	1,876	LF	\$27.00	\$50,652.00
8	Concrete Valley Gutter complete and in place per each	8	EA	\$5,700.00	\$45,600.00
9	Street Light complete and in place per each	11	EA	\$4,700.00	\$51,700.00
10	Stop/Street Sign to match existing complete and in place per each	6	EA	\$400.00	\$2,400.00
11	Stop Bar complete and in place per each	6	EA	\$275.00	\$1,650.00
12	Street End Barricade complete and in place per each	4	EA	\$1,100.00	\$4,400.00
13	Curb & Gutter Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$6,660.00	\$6,660.00
SUBTOTAL STREETS ITEMS:					\$1,269,724.00
TOTAL STREETS					\$1,269,724.00



Carlson, Brigrance & Doering, Inc.
I.D. #F3791

[Handwritten Signature]
9/4/2020

**EST. BID QUANTITIES
COLONY M.U.D. 1B, SECTION 5
CBD #5217**

EXCAVATION, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

ITEM	DESCRIPTION	QTY	UNIT	COST	AMOUNT
I. STREET EXCAVATION / GRADING					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	13,773	SY	\$3.50	\$48,205.50
2	Rough Cut Staking & Final Pins performed by CBD, Inc., complete and in place per lump sum	1	LS	\$7,985.00	\$7,985.00
SUBTOTAL STREET EXCAVATION / GRADING:					\$56,190.50
II. DRAINAGE ITEMS					
1	18" R.C.P., complete and in place per linear foot	1,100	LF	\$47.50	\$52,250.00
2	24" R.C.P., complete and in place per linear foot	140	LF	\$63.50	\$8,890.00
3	30" R.C.P., complete and in place per linear foot	870	LF	\$76.50	\$66,555.00
2	36" R.C.P., complete and in place per linear foot	305	LF	\$110.00	\$33,550.00
3	42" R.C.P., complete and in place per linear foot	610	LF	\$130.00	\$79,300.00
4	10' inlets w/ curb transition complete and in place per each	19	EA	\$4,150.00	\$78,850.00
5	15' inlets w/ curb transition complete and in place per each	2	EA	\$6,800.00	\$13,600.00
6	4' Storm Sewer Manhole complete and in place per each	2	EA	\$3,000.00	\$6,000.00
7	6'x6' Junction Box complete and in place per each	2	EA	\$6,600.00	\$13,200.00
8	3'x3' Area Inlet complete and in place per linear foot	1	EA	\$2,900.00	\$2,900.00
9	Trench Safety, complete and in place per linear foot	3,025	LF	\$1.00	\$3,025.00
10	Storm Sewer Main, Inlet & Headwall Offset Staking complete and in place per lump sum	1	LS	\$5,460.00	\$5,460.00
SUBTOTAL DRAINAGE ITEMS:					\$363,580.00
III. WATER ITEMS:					
1	8" C-900 DR-14 complete and in place per linear foot	2,251	LF	\$36.00	\$81,036.00
2	5 1/4" Fire Hydrant Assembly complete and in place per each	4	EA	\$3,650.00	\$14,600.00
3	6" Gate Valve, complete and in place per each	4	EA	\$1,400.00	\$5,600.00
4	8" Gate Valve, complete and in place per each	4	EA	\$1,750.00	\$7,000.00
5	Single Water Service Assembly, complete and in place per each	6	EA	\$1,150.00	\$6,900.00
6	Double Water Service Assembly, complete and in place per each	25	EA	\$1,550.00	\$38,750.00
7	1-6" & 2-4" Utility Crossing PVC Sleeves complete and in place per linear foot	468	LF	\$32.00	\$14,976.00
8	Trench Safety complete and in place per linear foot	2,251	LF	\$1.00	\$2,251.00
9	Water Main offset Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$5,270.00	\$5,270.00
SUBTOTAL WATER ITEMS:					\$176,383.00

**EST. BID QUANTITIES
COLONY M.U.D. 1B, SECTION 5
CBD #5217**

EXCAVATION, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

IV. WASTEWATER ITEMS:		QTY	UNIT	COST	AMOUNT
1	8" PVC SDR-26 - All Depths complete and in place per linear foot	2,963	LF	\$40.00	\$118,520.00
2	4' Wastewater Manhole complete and in place per each	11	EA	\$4,850.00	\$53,350.00
3	Double Wastewater Service (6") Assembly complete and in place per each	26	EA	\$1,250.00	\$32,500.00
4	Single Wastewater Service (6") Assembly complete and in place per each	3	EA	\$1,550.00	\$4,650.00
5	Trench Safety complete and in place per linear foot	2,963	LF	\$1.00	\$2,963.00
6	Wastewater Main offset Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$4,635.00	\$4,635.00
SUBTOTAL WASTEWATER ITEMS:					\$216,618.00

V. EROSION CONTROL ITEMS		QTY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W. & Median w/ Topsoil & Seed complete and in place per square yard	5,482	SY	\$2.00	\$10,964.00
2	Revegetation of Easements & Open Space Lots w/ Topsoil & Seed complete and in place per square yard	2,335	SY	\$2.50	\$5,837.50
3	Revegetation of Channel w/ Erosion Control Matting, Topsoil, & complete and in place per square yard	3,762	SY	\$3.00	\$11,286.00
4	Install and Maintain Silt Fence complete and in place per linear foot	3,985	LF	\$2.50	\$9,962.50
5	Stabilized Construction Entrance complete and in place per each	1	EA	\$1,450.00	\$1,450.00
6	Install and Maintain Concrete Washout Area complete and in place per each	1	EA	\$850.00	\$850.00
7	Inlet Protection complete and in place per each	21	EA	\$85.00	\$1,785.00
8	LOC Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$2,535.00	\$2,535.00
SUBTOTAL BID EROSION CONTROL ITEMS:					\$44,670.00

TOTAL UTILITIES	\$857,441.50
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Carlson, Brigrance & Doering, Inc.
I.D. #F3791

Ryan Perry
9/4/2020

RESOLUTION NO. R-2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1B, SECTION 6, 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 adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1B SECTION 6

The State of
Texas County of
Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1B SECTION 6, a development in the City of Bastrop ETJ, Texas: being 25 LOTS AND 1 BLOCK; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, it's City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The COLONY MUD 1B

SECTION 6 approved by the City on February 24, 2021

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City and/or MUD with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a one (1) year maintenance bond in the name of the City

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

and County, subject to City approval, for ten percent (10%) of the contract price of the public streets and sidewalk improvements. The Developer agrees to require the contractor(s) to furnish the MUD with a two (2) year maintenance bond in the name of the MUD, subject to MUD approval, for ten percent (10%) of the contract price of the street excavation, drainage, water, wastewater and erosion control improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows (Exhibit A):

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$93,792.95	\$117,241.19	\$0.00
Sanitary Sewer Facilities	\$86,605.76	\$108,257.20	\$0.00
Total Construction Cost	\$180,398.76	\$225,498.39	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows (Exhibit A):

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$40,403.76	\$50,504.70	\$0.00

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

2.30 Street Improvements (Bastrop County- Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$354,473.15	\$443,091.44	\$0.00
Erosion Control Items	\$18,834.89	\$23,543.61	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$225,498.39
Storm Drainage Facilities	\$50,504.70
Streets, Sidewalks & Erosion Control Improvements	\$466,635.05
Total Development Assurance Amounts	\$742,638.14

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$373,308.04	\$7,466.16
Water	2.0%	\$ 93,792.95	\$1,875.86
Wastewater	2.0%	\$86,605.76	\$1,732.12
Drainage	2.0%	\$50,504.70	\$808.08

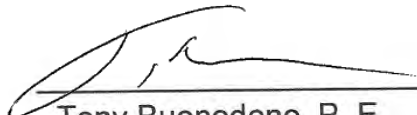
Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

Payment to the City

\$11,882.22

The final construction amount is **\$604,211.45**, and the Public Improvement Inspection fee amount is **\$11,882.22**.

RECOMMENDED:


Tony Buonodono, P. E.
City Engineer

03/29/2021

Date

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within COLONY MUD 1B SECTION 6 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in compliance with the Consent Agreement and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

 3/30/21
Curtis Hancock Date
Public Works Director

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of COLONY MUD 1B SECTION 6, the public streets and sidewalks shall become the property of the County, pending Commissioners Court acceptance.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the City of Bastrop and Hunt Communities Bastrop, LLC. effective March 4th, 2020 (the "Consent/Development

Public Improvement Plan Agreement – COLONY MUD 1B SECTION 6

Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, 2021.

THE COLONY MUD 1B SECTION 6

CITY OF BASTROP, TEXAS



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

EST. BID QUANTITIES
COLONY M.U.D. 1B, SECTION 6
CBD #5278
EXCAVATION, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

ITEM	DESCRIPTION	QTY	UNIT	COST	AMOUNT
I. STREET EXCAVATION / GRADING					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	13,773	SY	\$3.50	\$48,205.50
2	Rough Cut Staking & Final Pins performed by CBD, Inc., complete and in place per lump sum	1	LS	\$7,985.00	\$7,985.00
SUBTOTAL STREET EXCAVATION / GRADING:					\$56,190.50
II. DRAINAGE ITEMS					
1	18" R.C.P., complete and in place per linear foot	397	LF	\$49.00	\$19,453.00
2	15' inlets w/ curb transition complete and in place per each	2	EA	\$6,650.00	\$13,300.00
3	18" Headwall complete and in place per each	2	EA	\$2,000.00	\$4,000.00
4	Trench Safety, complete and in place per linear foot	397	LF	\$1.00	\$397.00
5	Storm Sewer Main, Inlet & Headwall Offset Staking complete and in place per lump sum	1	LS	\$5,460.00	\$5,460.00
SUBTOTAL DRAINAGE ITEMS:					\$42,610.00
III. WATER ITEMS:					
1	8" C-900 DR-14 complete and in place per linear foot	1,013	LF	\$36.00	\$36,468.00
2	5 1/4" Fire Hydrant Assembly complete and in place per each	3	EA	\$3,625.00	\$10,875.00
3	6" Gate Valve, complete and in place per each	3	EA	\$1,425.00	\$4,275.00
4	8" Gate Valve, complete and in place per each	2	EA	\$1,800.00	\$3,600.00
5	Single Water Service Assembly, complete and in place per each	5	EA	\$1,150.00	\$5,750.00
6	Double Water Service Assembly, complete and in place per each	10	EA	\$1,550.00	\$15,500.00
7	1-6" & 2-4" Utility Crossing PVC Sleeves complete and in place per linear foot	168	LF	\$32.00	\$5,376.00
8	Trench Safety complete and in place per linear foot	1,013	LF	\$1.00	\$1,013.00
9	Water Main offset Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$5,270.00	\$5,270.00
SUBTOTAL WATER ITEMS:					\$88,127.00

EST. BID QUANTITIES
COLONY M.U.D. 1B, SECTION 6
CBD #5278
EXCAVATION, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

IV. WASTEWATER ITEMS:		QTY	UNIT	COST	AMOUNT
1	8" PVC SDR-26 - All Depths complete and in place per linear foot	962	LF	\$39.00	\$37,518.00
2	4' Wastewater Manhole complete and in place per each	4	EA	\$4,850.00	\$19,400.00
3	Double Wastewater Service (6") Assembly complete and in place per each	11	EA	\$1,600.00	\$17,600.00
4	Single Wastewater Service (6") Assembly complete and in place per each	3	EA	\$1,350.00	\$4,050.00
5	Trench Safety complete and in place per linear foot	962	LF	\$1.00	\$962.00
6	Wastewater Main offset Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$4,635.00	\$4,635.00
SUBTOTAL WASTEWATER ITEMS:					\$84,165.00

V. EROSION CONTROL ITEMS		QTY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W. & Median w/ Topsoil & Seed complete and in place per square yard	2,797	SY	\$1.75	\$4,894.75
2	Install and Maintain Silt Fence complete and in place per linear foot	2,943	LF	\$2.50	\$7,357.50
3	Stabilized Construction Entrance complete and in place per each	1	EA	\$1,400.00	\$1,400.00
4	Install and Maintain Concrete Washout Area complete and in place per each	1	EA	\$800.00	\$800.00
5	Inlet Protection complete and in place per each	2	EA	\$80.00	\$160.00
6	LOC Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$2,535.00	\$2,535.00
SUBTOTAL BID EROSION CONTROL ITEMS:					\$17,147.25

TOTAL UTILITIES	\$288,239.75
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Carlson, Brigrance & Doering, Inc.
I.D. #F3791

[Handwritten Signature]
9/24/2020

ESTIMATED BID QUANTITIES
THE COLONY M.U.D. 1B, SECTION 6
CBD #5278
STREETS

ITEM	DESCRIPTION	QTY	UNIT	COST	AMOUNT
I. STREET ITEMS - INTERIOR TRACT					
1	Site Grading complete and in place per lump sum	1	LS	\$75,000.00	\$75,000.00
2	Cement Stabilized Subgrade Preparation, 2' to 2' Back of Curb complete and in place per square yard	7,332	SY	\$8.50	\$62,322.00
3	8" Crushed Limestone Base, 2' to 2' Back of Curb complete and in place per square yard	7,332	SY	\$12.00	\$87,984.00
4	2" HMAC, Lip to Lip complete and in place per square yard	4,185	SY	\$11.50	\$48,127.50
5	6" Curb and Gutter complete and in place per linear foot	2,232	LF	\$14.50	\$32,364.00
6	ADA Ramps complete and in place per each	2	EA	\$1,350.00	\$2,700.00
7	Common Area 4' Sidewalks complete and in place per linear foot	2,289	LF	\$27.00	\$61,803.00
8	Concrete Valley Gutter complete and in place per each	1	EA	\$5,700.00	\$5,700.00
9	Street Light complete and in place per each	4	EA	\$4,700.00	\$18,800.00
10	Stop/Street Sign to match existing complete and in place per each	1	EA	\$400.00	\$400.00
11	Stop Bar complete and in place per each	1	EA	\$275.00	\$275.00
12	Curb & Gutter Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$6,660.00	\$6,660.00
SUBTOTAL STREETS ITEMS:					\$402,135.50
TOTAL STREETS					\$402,135.50



Carlson, Brigance & Doering, Inc.
I.D. #F3791

Ryan Perry
 9/24/2020



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2021-04

EMERGENCY ORDINANCE 2021-04

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

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

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN 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.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 13th day of April 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12B

TITLE:

Hold public hearing and consider action to approve Resolution No. R-2021-34 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 924 Main St, within the city limits of Bastrop, Texas, as shown in Exhibit A, within the city limits of Bastrop, Texas; establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Allison Land, Planner II

BACKGROUND/HISTORY:

Permitted locations of alcohol sales are established by three location criteria: zoning district, major thoroughfare road frontage, and distance to churches, schools, and public hospitals. City Council has the authority to approve a variance to the distance requirement.

Cripple Creek Wine and Gifts is moving locations to accommodate business growth and rebrand to CC Wine & Co. The new location is too close to Calvary Episcopal School. The move is evidence of downtown's economic vitality, shows growth, and maintains an authentic Bastrop by allowing a current business to remain downtown.

Alcohol sales currently exist downtown. City Council most recently approved variances include Anita's, Neighbors, Cripple Creek Wine and Gifts, and Iron Bridge Ice House in 2019.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Hold public hearing and consider action to approve Resolution No. R-2021-34 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 924 Main St, within the city limits of Bastrop, Texas, as shown in Exhibit A, within the city limits of Bastrop, Texas; establishing an effective date.

ATTACHMENTS:

Resolution

Exhibit A

Attachment 1: Property Owner Notice including Location Map and Variance Request Letter Presentation

TO: Paul A. Hofmann, City Manager
From: Allison Land, Planner II
Date: April 8, 2021
Subject: Variance to Separation Requirements – 924 Main St



=====

PUBLIC COMMENTS:

Notifications were mailed to 35 surrounding property owners on March 25, 2021. At the time of this report, no responses have been received.

POLICY EXPLANATION:

Article 4.02.005 Separation Requirements from Church, Public or Private School, or Public Hospital

- (a) No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital

The premise requesting the variance is CC Wine & Co., located at 924 Main Street, which is within 300 feet of private-school property (Calvary Episcopal School). The distance to a private school is measured in a direct line from property line to property line as defined in state law.

- (b) This section does not apply to:
- (1) a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code;
 - (2) any place of business that is legally selling alcoholic beverages at the same location for a continuous period of one year preceding the establishment, construction or purchase of property for the establishment or construction of a church, public or private school, or public hospital; or
 - (3) businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.

The business at this location does not qualify for an exemption in the above section.

Article 4.02.006 Variance to Separation Requirements

- (a) The council may provide variances if, after notice and a public hearing, the council determines that enforcement of the regulation in a particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant;
- (4) does not serve its intended purpose;
- (5) is not effective or necessary; or
- (6) for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The business is along Main Street, within one block of Chestnut Street. This business exists at 928 Main Street and is moving to a larger location at 924 Main Street to accommodate its growth. It can be considered to meet options listed above.

RESOLUTION NO. R-2021-34

A RESOLUTION 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 924 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ronald Castaneda, representing CC Wine & Co. LLC, is the Applicant representing 924 Main Street, acknowledges that the property located within 300 feet of a church, public or private school, or public hospital, as defined by and as the measurement of applicable distances are set forth by the State of Texas in the Alcoholic Beverage Code; and

WHEREAS, Calvary Episcopal School's property line is within 300 feet of the property on which CC Wine & Co. LLC is located; and

WHEREAS, alcohol sales were not previously conducted in this location; and

WHEREAS, the Applicant has applied for a variance pursuant to the Bastrop Code of Ordinances, Article 4.02.007; and

WHEREAS, authority is granted to City Council to allow variances in the Texas Alcoholic Beverage Code, Chapter 107.33; and

WHEREAS, public notice was sent in accordance with the Bastrop Code of Ordinances 4.02.007; and

WHEREAS, after consideration of public input received at the hearing and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to grant a variance to the separation requirements of the premises to a private school.

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

Section 1: That a variance to the distance separation requirements established in the Bastrop Code of Ordinances Article 4.02.005 is hereby granted for the property located at 924 Main Street, within the Bastrop city limits, as shown in Exhibit A.

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April 2021.

APPROVED:

Connie B. Schroeder, Mayor

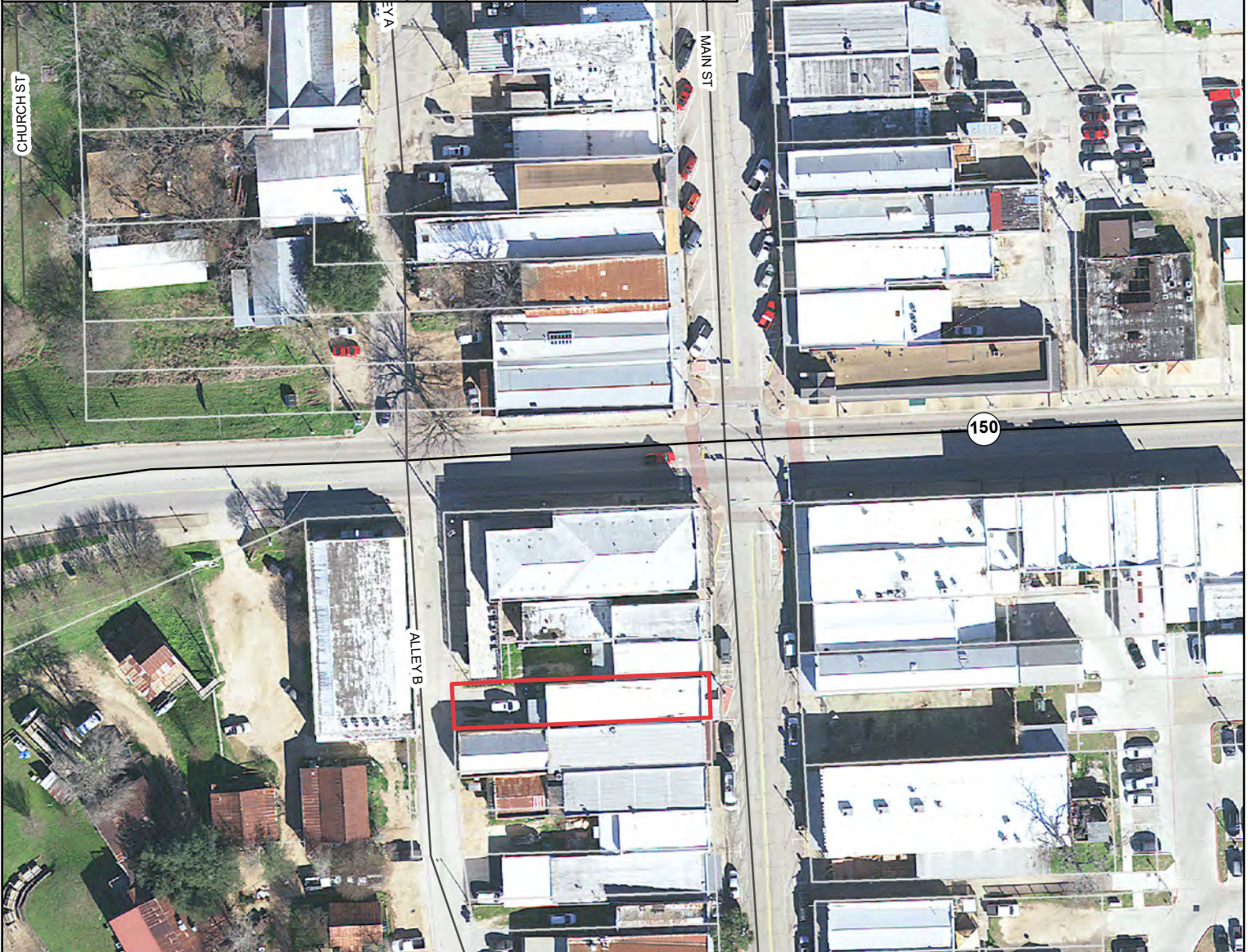
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A Location Map



Variance to Separation Requirements Alcohol Sales 924 Main Street



1 inch = 89 feet

Date: 3/24/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.





**Notice of Public Hearing
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will conduct a public hearing **Tuesday, April 13, 2021 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to grant 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 924 Main St, within the city limits of Bastrop, Texas, establishing an effective date.

Owner/Applicant:	Ronald Castaneda, CC Wine & Co.
Address:	924 Main St, Bastrop, TX 78602
Legal Description:	Building Block 9 West of Water St, being 0.083 acres
Vary Distance From:	Private School (Calvary Episcopal School)

The site location map and applicant's request are attached for reference.

As a property owner within 300 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Business Regulations.

Property owners wishing to request a variance to the distance limitations must follow the rules within the City Business Regulations, which can be read online at:

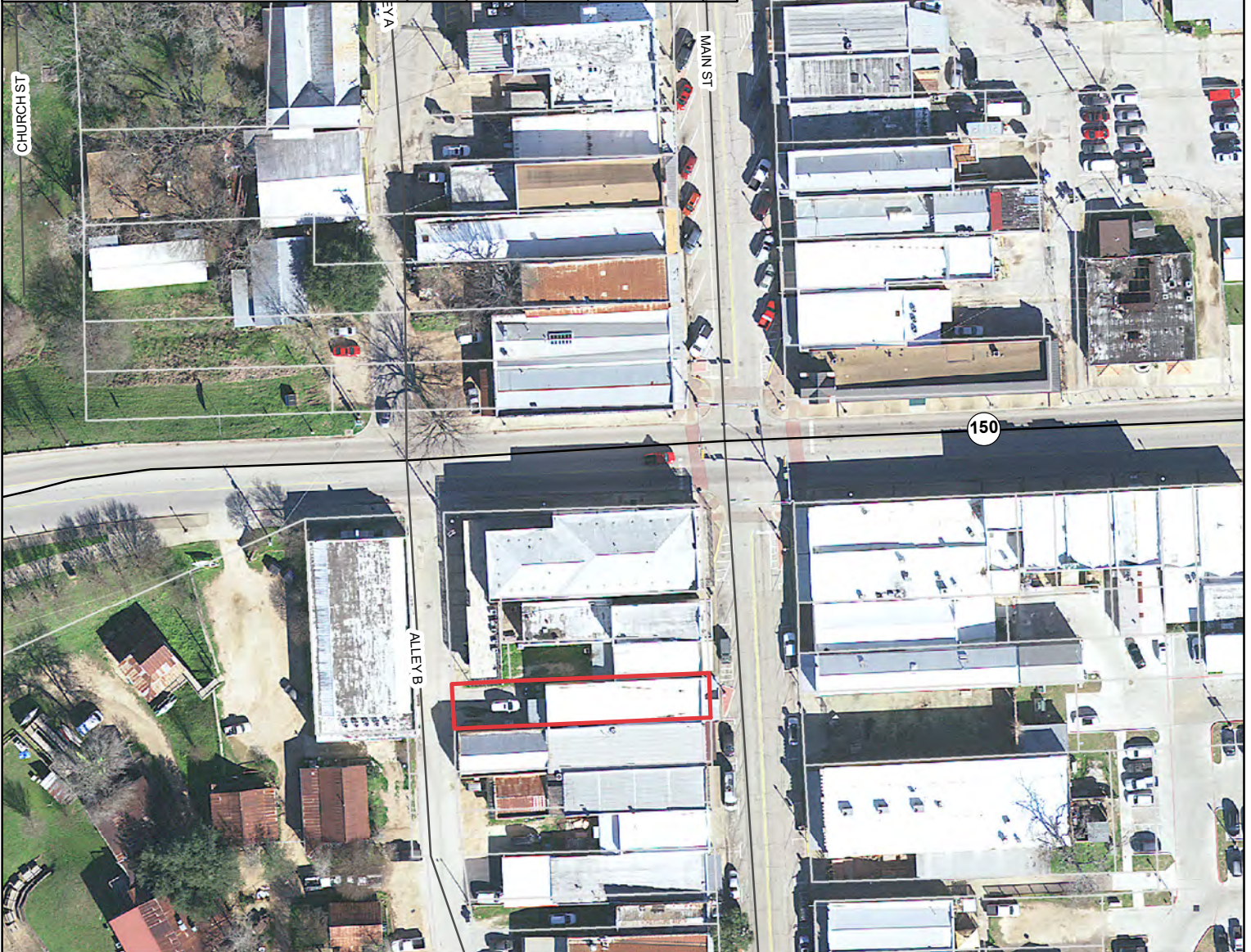
https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH4BURE_ART4.02SAALBE

For more information or to provide comments on this project, you can contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

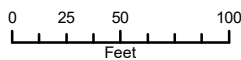
PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 •
www.cityofbastrop.org

Exhibit A Location Map



Variance to Separation Requirements Alcohol Sales 924 Main Street



1 inch = 89 feet

Date: 3/24/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Cripple Creek Wine and Gifts has been on Main Street since 2010 providing wine, wine related gifts, gourmet coffee, and spices.

We are asking for this variance because we have outgrown our current space at 928A Main Street and want to continue to be part of the downtown business community only a few doors away (926 Main Street).

While our name will change (to our LLC name of "CC Wine & Co.") we will continue to offer the same products, brands, and services. We will also be keeping the same hours (Wednesday thru Saturday 12:00-6:00, Sunday 12:00-4:00).

Thank You,

Ronald Castaneda

Owner

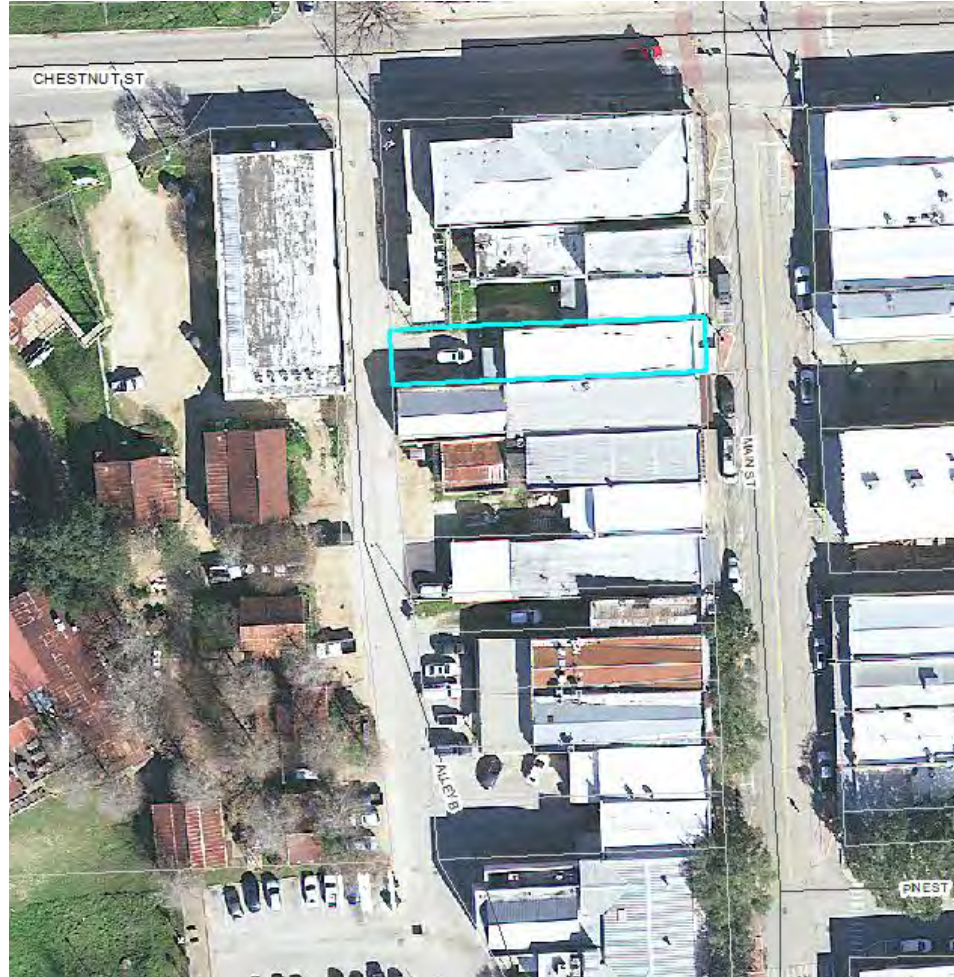
Variance to Separation Requirements

Item

Sale of Alcohol within 300 feet of Church, School, or Hospital

Location Requesting Variance

- 924 Main St
- CC Wine & Co.



Policy – Separation Requirement

- Bastrop Code of Ordinances 4.02.005
- Requires premises to be 300 feet from a church, public or private school, or public hospital
 - Schools - Direct line from nearest property line to nearest property line
 - **This location is within 300 feet of Calvary Episcopal School property**
- City Council may grant variances to the separation requirements

Proximity to School

- Premise is across Chestnut Street from School property

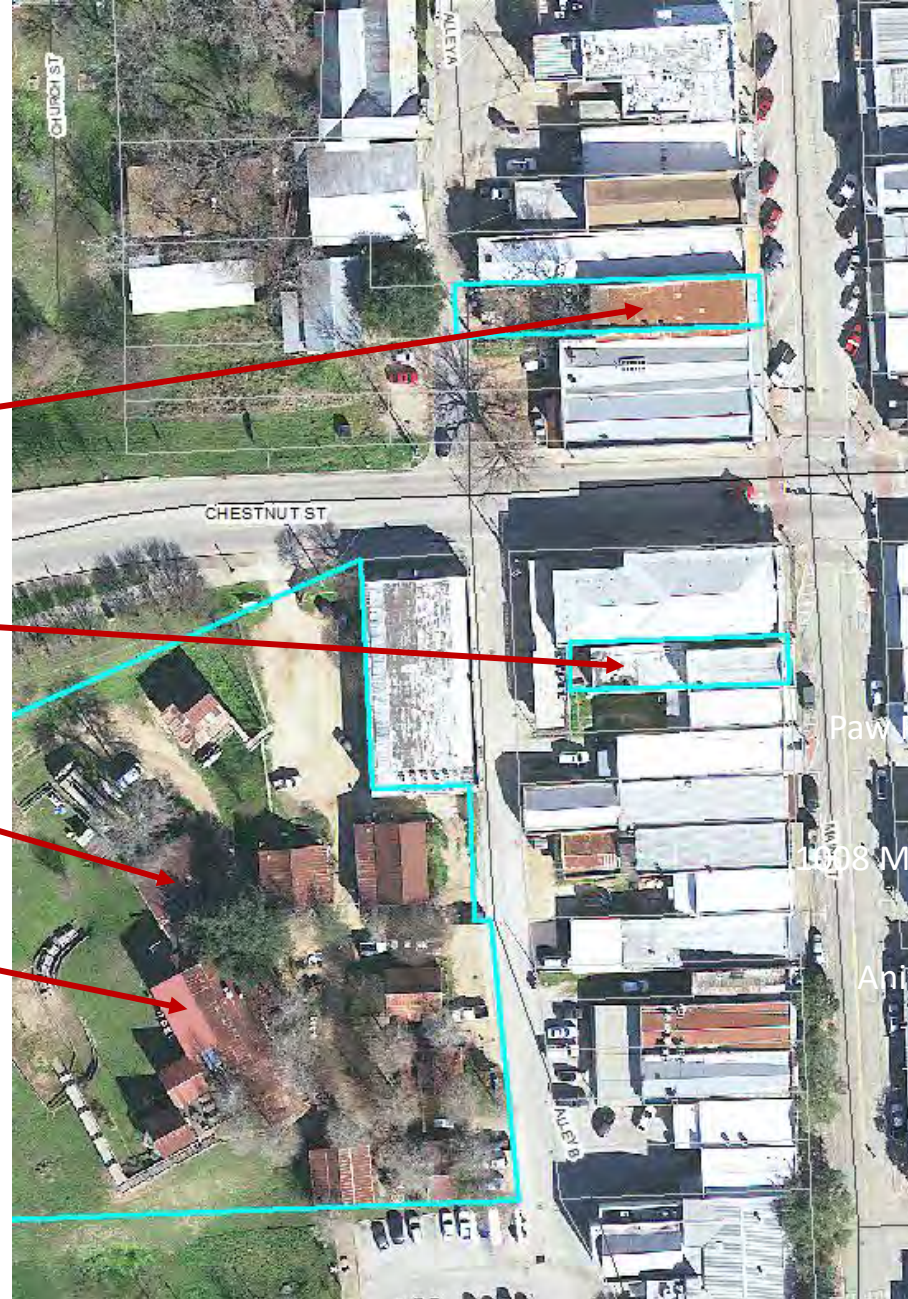


Approval Considerations – CC Wine & Co.

- Downtown location
- Business expansion – Economic Vitality
- Existing business changing location – Authentic Bastrop

Area Variances

- Anita's
- Cripple Creek Wine & Gifts (former location)
- Old Iron Ice House
- Neighbor's



Public Comments Received

In Support

- None

No Objection

- None

Against

- None

Questions?



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12C

TITLE:

Hold public hearing and consider action to approve Resolution No. R-2021-35 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.85 acres of Bastrop Town Tract A11, located near Farm Street and Willow Street in Fisherman's Park, to be known as the Mason Chalmers Fireplace, within the City Limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director/Historic Preservation Officer

BACKGROUND/HISTORY:

The City of Bastrop, as the property owners of Fisherman's Park is requesting the Historic Landmark Commission consider this property for local Historic Landmark designation, on behalf of the family of Mason Chalmers, represented by Kenneth Kesselus. The Historic Landmark Commission considered the item on March 17, 2021 and recommended approval on the Historic Landmark Designation.

For a structure or site to be designated as a local Historic Landmark, it must meet the criteria of Section 9.2.002 listed in Attachment 1 below. In Attachment 3, Mr. Kesselus has provided the history of the fireplace as the basis for meeting the eligibility criteria.

RECOMMENDATION:

Jennifer C. Bills, Assistant Planning Director/Historic Preservation Officer recommends holding a public hearing and approving a Resolution No. R-2021-35 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.85 acres of Bastrop Town Tract A11, located near Farm Street and Willow Street in Fisherman's Park, to be known as the Mason Chalmers Fireplace, within the City Limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2021-35
- Exhibit A – Historic Landmark Agreement
- Attachment 1 – Background Memo
- Attachment 2 – Location Map
- Attachment 3 – Property History
- Attachment 4 – Pictures

RESOLUTION NO. R-2021-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING HISTORIC LANDMARK STATUS FOR 0.85 ACRES OF BASTROP TOWN TRACT A11, LOCATED NEAR FARM STREET AND WILLOW STREET IN FISHERMAN'S PARK, TO BE KNOWN AS THE MASON CHALMERS FIREPLACE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT; PROVIDING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the Owner") has submitted a request for Historic Landmark status for the structure near Farm Street and Willow Street located in Fisherman's Park; and

WHEREAS, Chapter 9: Historic Landmark Preservation & Iredell District of the B³ Code adopted with Ordinance No. 2019-51 provides a designation process for historic sites and structures; and

WHEREAS, notice of the historic designation was sent in accordance the B³ Code to notify property owners within 200 feet of the property and Texas Local Government Code Section 211.0165 to notify the property owner of the impact of the designation; and

WHEREAS, the Historic Landmark Commission held a public hearing and considered the request on March 17, 2021 and voted unanimously to recommend approval.

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

Section 1: The Historic Landmark status for 0.85 acres of Bastrop Town Tract A 11, located near Farm Street and Willow Street in Fisherman's Park, within the city limits of Bastrop, Texas, is hereby approved and Exhibit A, a copy of agreement to be signed by the Owner, and incorporated herein for all purposes.

Section 2: The following findings of fact were established for the structure in Fisherman's Park:

Structure meets the following criteria:

2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
3. Is associated with the lives of persons significant in our past;

Mason Chalmers was the original owner. He represented a family composed of many Bastrop citizens who for more than a hundred years have played significant roles in the life of this community.

1. Possesses significance in history, architecture, archeology, or culture;
4. embodies the distinctive characteristics of a type, period, or method of Construction;
5. Represents the work of a master designer, builder, or craftsman;

The craftsmanship that Mason Chalmers exemplified constructing the chimney/fireplace represents the can-do, make-do skills of early Bastropians who used what they could find and learned by trial and error. His craftsmanship is a significant example of local folk architectural art.

6. Represents an established and familiar visual feature of the City.

It is the only structure remaining from the land's pre-park use. In the 1990's the city added the covered shelter adjacent to the fireplace, creating a destination within the park.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Historic Landmark Designation Agreement

As owner(s) of a the property located on 0.85470 acres of Bastrop town Tract A11 located near Farm and Willow Streets, commonly known as Fisherman's Park;

We, the City of Bastrop, wish to have said property designated as a Historic Landmark;

By the signature(s) below, we, the property owner(s) hereby acknowledge that we have received a copy of the current Chapter 9: Historic Landmark Preservation and Iredell District from the B³ Code (Ordinance #2019-51), and any amendments thereto; that we understand and agree to abide by the terms and obligations related to a Historic Landmark designation; and, in obtaining Historic Landmark status for this property, we agree to maintain said property in accordance with provisions governing Historic Landmarks in the Ordinance and the design guidelines governing same, as adopted by the Bastrop City Council, as such ordinance and guidelines now exist or may exist in the future.

Furthermore, we understand that by entering into this agreement with the City of Bastrop, we will be entitled to all incentives specified within Ordinance 2019-51 "Historic Landmark Preservation and Iredell District" and amendments thereto.

Signature of Property Owner

Date

Subscribed and sworn to before me on this the ____ day of _____, 2021 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Signature for Historic Landmark Commission

Date

Subscribed and sworn to before me on this the ____ day of _____, 2021 to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

Approved by the Bastrop City Council on the 13th day of April, 2021.

APPROVED:

ATTEST:

Mayor

City Secretary

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Assistant Planning Director
Date: March 25, 2021
Subject: Mason Chalmers Fireplace Historic Landmark Designation



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BACKGROUND INFORMATION:

The City of Bastrop, as the property owners of Fisherman's Park is requesting the Historic Landmark Commission consider this property for local Historic Landmark designation, on behalf of the family of Mason Chalmers, represented by Ken Kesselus. Once the Commission makes a recommendation, it will be placed on the April 13, 2021 City Council agenda for public hearing and consideration.



For a structure or site to be designated as a local Historic Landmark, it must meet the criteria of Section 9.2.002 listed below. In Attachment 2, Mr. Kesselus has provided the history of the fireplace as the basis for meeting the eligibility criteria.

ITEM DETAILS:

Site Address:	Near Farm Street and Willow Street (Attachment 2)
Property Owner:	City of Bastrop
Current Use:	Park
Existing Place Type Zoning:	Civic Space (P-CS)
Designations:	None

POLICY EXPLANATION:

Chapter 9 of the Bastrop Building Block (B³) Code

SEC. 9.2.002 CRITERIA FOR HISTORIC LANDMARK STATUS

- (a) 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.

(b) A Structure or Site also may be designated by the City as a Historic Landmark if it meets 2 or more of the criteria set out below.

- (1) Possesses significance in history, architecture, archeology, or culture;
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- (3) Is associated with the lives of persons significant in our past;
- (4) Embodies the distinctive characteristics of a type, period, or method of Construction;
- (5) Represents the work of a master designer, builder, or craftsman; or
- (6) 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.
 - (C) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a city historic landmark.

86th Legislature House Bill 2496

Effective May 25, 2019 the Texas State Legislature adopted additional regulations municipalities must follow for designating historic landmarks. Most of the regulations are already present in the Bastrop Historic Landmark Preservation Ordinance. One additional requirement with which the city must comply is sending the property owner a statement the describes the impact of the designation to the property 15 days before the first hearing.

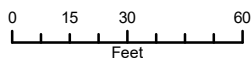
NOTIFICATION:

One property owner within 200 feet of parcel R24605 were notified of the public hearing on through a newspaper advertisement and posted mail on February 26, 2021. No comments have been received as of the writing of this report.

Attachment 2 Location Map



Mason Chalmers Fireplace Historic Landmark Designation



1 inch = 50 feet

Date: 1/27/2021

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



February 6, 2021

To the City of Bastrop Historic Landmark Commission and City Council

Submitted by

- Bastrop Citizens: Forrest Chalmers, Sarah Chalmers, and Ken Kesselus
- and other nephews and nieces of Mason Chalmers – Richard Kesselus, Tom Deal, Roy Chalmers, Clifford Ray Chalmers, Lee Chalmers Davis, Bronice Chalmers Merworth, and Chip Chalmers.

Mason Calhoun Chalmers, 1917 -2010, life-long Bastropian, fisherman, and lover of the beautiful and abundant stretch of the Colorado River that runs through Bastrop and Bastrop County, both donated and sold much of the land used to develop Fisherman's Park. We believe that it is highly appropriate that a historic designation be given to a chimney/fireplace there, the only remnant of Mr. Chalmers's hand-built cabin, constructed on the banks of the river solely by himself.

Our purpose is to ask you and the city council to grant historic designation to and affix a Bastrop historic marker on this chimney/fireplace, now standing at the center of Fisherman's Park, as a fitting tribute to the structure as well as his life and contributions to the Bastrop Community.

We understand that, since the city now owns the chimney/fireplace, representatives of Bastrop citizens must make application for the marker.

The following paragraphs describe the structure's compliance with all categories set out in the Historical Landmark ordinance.

1. *Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;*
2. *Is associated with the lives of persons significant in our past;*

Mason Chalmers represented a family composed of many Bastrop citizens who for more than a hundred years have played significant roles in the life of this community. Voters elected his grandfather Calhoun Mason Chalmers to the office of county treasurer from 1904 until his death in 1922, and his aunt Bessie Warren later held the same office. Mason's uncle Tom Chalmers served on the Bastrop City Council in the 1960s, as did his nephew Ken Kesselus who also served as mayor in the 21st century. Many of Mason's uncles, aunts, nephews, and cousins contributed freely of their lives in many ways to make the community a better place to live. His aunt Bessie Warren, brothers Leroy and Tracy Chalmers, nephew Forrest Chalmers and niece Sarah Chalmers owned and operated the iconic Drive N Grocery in north Bastrop for more than 70 years. In Mason's last years, he became a popular and prominent figure on Main Street and other parts of Bastrop as he walked many miles each day wearing his trademark First National Bank cap and khaki trousers, often stopping along the way to engage others in conversation. One of ten children of Owen and Lutie Chalmers, Mason lived his entire life in Bastrop, except for the years of the World War II when he served in the US Army. Four of his brothers also saw military service – in the Marines, Navy, and Army Air Corps – making Mason's mother a rare "Five Star Mother."

The land that is now Fisherman's Park has a long history of use by individuals and all citizens over the nearly two centuries of the town's history. In the very early years of Bastrop, at a spot very near the Chalmers chimney/fireplace, the council designated springs for common use by all citizens. A later council declared all land immediately along the river as a town commons. Eventually, future councils sold this land to individuals. In the 1920s, Mason's parents rented the "old hospital," a large wooden house that stood where the First National Bank's drive in facility is now located. Owen Chalmers rented the nearby bottom, much of which is now the park, from Mr. Miley, and Mason and his brothers farmed the land to feed their large family, and they often gathered pecans there in order to make money.

By the 1950s, the ownership of the bottom fell into the hands of several owners, and three home were constructed there – one by a Mr. Henecke, one by Holmes Jenkins, and the third was Mason's cabin, built in 1956. Eventually, Mason acquired nearly a dozen acres of land now in the park. When the city desperately needed his property to expand a tiny park at the "boat docks," he sold most of it to the city for a more than a fair price to the citizens, and he donated another acre.

3. *Possesses significance in history, architecture, archeology, or culture;*
4. *embodies the distinctive characteristics of a type, period, or method of Construction;*
5. *Represents the work of a master designer, builder, or craftsman;*

The craftsmanship that Mason Chalmers exemplified constructing the chimney/fireplace represents the can-do, make-do skills of early Bastropians who used what they could find and learned by trial and error to produce what urban dwellers could provide through hiring professionals. They, like Mr. Chalmers, eventually produced effective structures. His craftsmanship is a significant example of local folk architectural art. He used what he could find from the area near the cabin and around Bastrop for materials, and he built, with frugal ingenuity, a lasting, useful structure, as verified by the fact that the chimney/fireplace still works well and can be used as a park attraction and activity center.

6. *Represents an established and familiar visual feature of the City.*

Although the city tore down the cabin, it considered the chimney/fireplace a significant enough structure to leave it standing proudly on the bank of the river, in the center of the park and at the foot of one of its primary entrances. It is the only structure remaining from the land's pre-park use. In addition, in the 1990s, the city asked the Bastrop Junior High building trades class, under direction of Mason's nephew Richard Kesselus, to the attached slab and roof, thereby making the chimney/fireplace more than ever useful.

A final note:

While it might not fit the literal definition of your mission, we believe the following quote from a noted local historian and member of Bastrop County Historical Commission bears consideration.

Too often we focus too much, often exclusively, on honoring structures built by the rich and well-born, those that are fancy and famous, and the large and impressive. In the 21st century leaders in historic preservation have recognized this general bias and many involved have concentrated on recovering the story of the forgotten and excluded from past preservation and historic narrative – women, Native Americans, African Americans, and Hispanics. I believe that another neglected category includes people like most of us in Bastrop, the common and unfamous, the ordinary folk who should be considered extra-ordinary. Mason Chalmers is one of those, and I believe that structures like his chimney/fireplace fall into the category of preserving and honoring the exemplary work of such citizens.









Items for Individual Consideration

Hold public hearing and consider action to approve Resolution No. R-2021-35 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.85 acres of Bastrop Town Tract A11, located near Farm Street and Willow Street in Fisherman's Park, to be known as the Mason Chalmers Fireplace, within the City Limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing a repealing clause; and establishing an effective date.



Location



Pictures



Public Response

One notice sent, ad in paper

- No comments as of this report



Historic Landmark Criteria (two categories)

- Possesses significance in history, architecture, archeology, or culture;
- Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- Is associated with the lives of persons significant in our past;
- Embodies the distinctive characteristics of a type, period, or method of Construction;
- Represents the work of a master designer, builder, or craftsman; or
- Represents an established and familiar visual featur



Criteria Findings

- Mason Chalmers the original owner, represented a family composed of many Bastrop citizens who for more than a hundred years have played significant roles in the life of this community.
- The craftsmanship exemplified a construction style representative of the can-do, make-do skills of early Bastropians. His craftsmanship is a significant example of local folk architectural art.
- It is the only structure remaining from the land's pre-park use. The city added the covered shelter adjacent to the fireplace



Recommendation

The Commission held a public hearing and recommended approval of the Historic Landmark Designation by a unanimous vote at their regular meeting on March 17, 2021.

Jennifer Bills, Historic Preservation Officer recommends approval.





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12D

TITLE:

Consider action to approve Resolution No. R-2021-43 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Robbie Sanders to Place 1 and Bryan Whitten to Place 5 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2021-43 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Robbie Sanders to Place 1 and Bryan Whitten to Place 5 of the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2021-43

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

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

WHEREAS, Mayor Connie Schroeder has appointed Robbie Sanders to Place 1 and Bryan Whitten to Place 5 on the Fairview Cemetery Advisory Board; and

WHEREAS, City Council must confirm this appointment as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder has appointed Robbie Sanders to Place 1 and Bryan Whitten to Place 5 on the Fairview Cemetery Advisory Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Robbie Sanders to Place 1 and Bryan Whitten to Place 5 on the Fairview Cemetery Advisory Board.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of April, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12E

TITLE:

Consider action to approve Resolution No. R-2021-44 of the City Council of the City of Bastrop, Texas, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the 2021-2022 Texas Community Development Block Grant Program-Community Development Fund grant of up to \$350,000 water line improvements; authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the Community Development Block Grant Program; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The city was notified of a grant funding opportunity through Texas Department of Agriculture (TDA) for TxCDBG funding. This funding is specifically targeted for infrastructure improvements and community development.

At the March 23, 2021 council meeting, the agenda item to select the engineer mentioned the proposed project was Farm St. water/wastewater line replacement between Pecan St. and Main St. This project scope only impacted two residents. The City Engineer and the Director of Public Works have identified another project scope that will have a bigger impact to residents. This project is Riverwood Drive water line replacement. This project would replace smaller water lines with 6" lines. The specific parameters will be defined once the selected engineer is able to calculate the costs within the grant limits of \$323,100 available for construction.

FISCAL IMPACT

The funding for the project will be part of the FY 21/22 budget discussion.

RECOMMENDATION:

Tracy Waldron, recommends approval of Resolution No. R-2021-44 of the City Council of the City of Bastrop, Texas, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the 2021-2022 Texas Community Development Block Grant Program-Community Development Fund grant of up to \$350,000 water line improvements; authorizing the City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's participation in the Community Development Block Grant Program; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-44

- Map of proposed project



RESOLUTION NO. R-2021-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2021-2022 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-COMMUNITY DEVELOPMENT FUND GRANT OF UP TO \$350,000 FOR WATER LINE IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Bastrop to apply for funding under the Texas Community Development Block Grant Program;

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

Section 1: That a Texas Community Development Block Grant Program application for the 2021-2022 Community Development Fund is hereby authorized to be filed on behalf of the City of Bastrop with the Texas Department of Agriculture.

Section 2: That the City's application be placed in competition for funding under the 2021-2022 Community Development Fund.

Section 3: That the application be for \$350,000.00 of grant funds to provide water line improvements.

Section 4: That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor or City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
- The Mayor or City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
- If this application is funded, the Mayor, City Manager or Finance Director is authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

Section 5: That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 6: That it further be stated that the City of Bastrop is committing \$52,500.00

from its Utility Fund as a cash contribution toward the construction activities of this water project.

Section 7: 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 8: 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 13th day of April 2021.

APPROVED:

Connie B. Schroeder, Mayor

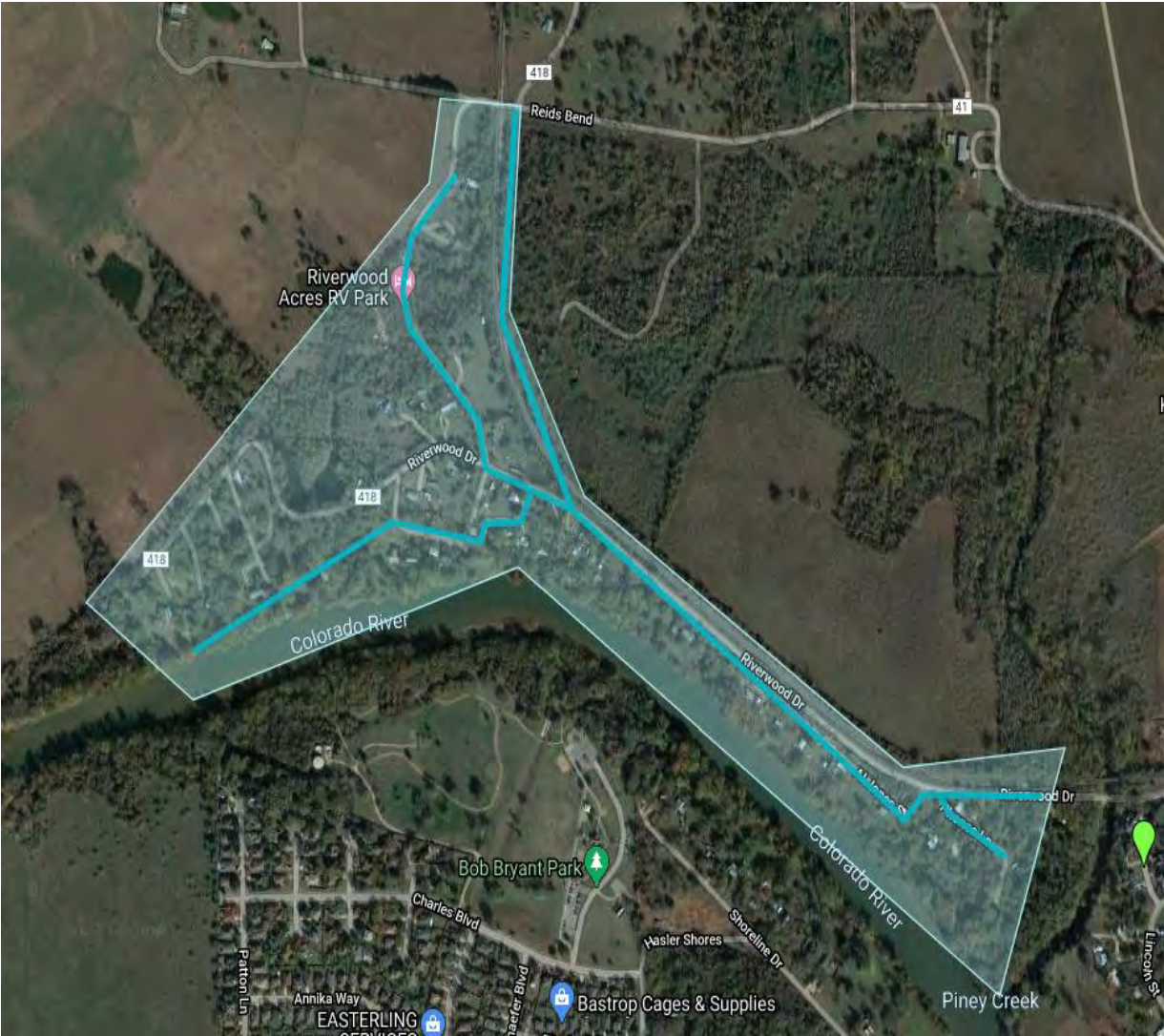
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

MAP OF PROPOSED PROJECT





STAFF REPORT

MEETING DATE: April 13, 2021

AGENDA ITEM: 12F

TITLE:

Consider action to approve adoption of a Citizen Participation Plan and Citizen Complaint Procedures, attached as Exhibit A, to be followed during application for and implementation of Texas Community Development Block Grant Program projects under the Texas Department of Agriculture.

AGENDA ITEM SUBMITTED BY

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

As part of the grant application process, the Texas Department of Agriculture requires each applicant to adopt these citizen participation procedures.

FISCAL IMPACT

N/A

RECOMMENDATION:

Tracy Waldron, recommends approval of a Citizen Participation Plan and Citizen Complaint Procedures, attached as Exhibit A, to be followed during application for and implementation of Texas Community Development Block Grant Program projects under the Texas Department of Agriculture.

ATTACHMENTS:

- Citizen Participation Plan

**THE CITY OF BASTROP
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Bastrop, PO Box 427 or 1311 Chestnut St., Bastrop, TX 78602, 512-332-8800, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at PO Box 427 or 1311 Chestnut St., Bastrop, TX 78602, or may call 512-332-8800.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Connie Schroeder, Mayor

Date

LA CIUDAD DE BASTROP
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Bastrop, PO Box 427 o 1311 Chestnut St., Bastrop, TX 78602, 512-332-8800 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Bastrop, PO Box 427 o 1311 Chestnut St., Bastrop, TX 78602, o puede llamar a 512-332-8800.
2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales Bastrop las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Bastrop mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos Bastrop se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionará un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Connie Schroeder, Alcalde

Fecha