

RESOLUTION NO. R-2025-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING RESOLUTION NO. R-2025-148 AND APPROVING AN AMENDED PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP LLC FOR THE COLONY MUD 1G OFFSITE WASTEWATER; SHOWN AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, The City Council 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 for The Colony MUD 1G has an approved Public Improvement Plan and Final Drainage Plan for the construction of a mixed-use residential 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; and

WHEREAS, on August 26, 2025, the City Council approved Resolution No. R-2025-148, which approved a Public Improvement Plan Agreement (PIPA) for The Colony MUD 1G Offsite Wastewater Improvements; and this action amends that previously approved PIPA; and

WHEREAS, the City Council finds it necessary and appropriate to amend the previously approved PIPA to revise the Public Improvement Inspection fee methodology to align with the First Amendment to the

Consent/Development Agreement for The Colony MUD No. 1 and successor districts, which caps inspection fees at 2% of total infrastructure construction costs.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Execution:** The City Council approves and authorizes the execution of the Amended Public Improvement Plan Agreement as attached and incorporated herein as Exhibit A. This action amends the PIPA previously approved by Resolution No. R-2025-148 solely as to the revisions set forth in the Amended PIPA; all other terms remain in full force and effect.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 14th day of October 2025.

[Signature Page Follows]

THE CITY OF BASTROP, TEXAS:



Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary



APPROVED AS TO FORM:



City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.

CITY OF BASTROP, TEXAS

Amended Public Improvement Plan Agreement

The Colony MUD 1G, Offsite Wastewater Improvement Plans

The State of Texas

County of Bastrop

WHEREAS, Hunt Communities, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain wastewater improvements within The Colony MUD 1G, Hunt Communities Bastrop, LLC, (1258.002 Acres), a development in the City of Bastrop ETJ, Texas.

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 Joey Najera, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, 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 (MUD/HOA Facility – Provided to MUD/HOA), public drainage (MUD Facility – Provided to MUD), street lights and street signs (MUD/HOA Facility – Provided to MUD/HOA), 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 1G, Offsite wastewater as approved by the City on **June 4th, 2025**.

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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/County agree that a pre-construction meeting will not be held and notice to proceed will not be issued until the Public Improvement Inspection fees are paid to the City/County and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and its successor districts.
 - 1. All fees will need to be validated by a sealed Engineers Estimate of Probable Quantities (Attachment 1).
 - 2. Any Project, as defined under Chapter 245 of the Texas Local Government Code, as amended, shall expire if not substantially completed on the fifth (5) anniversary of the date the first permit Application was Filed for the Project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.
- b) Upon completion of the Infrastructure, the developer must furnish the City with

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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 maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;
 3. Letter of Concurrence from the Design Engineer;
 4. Close out documents required by the Engineering Department

(Attachment 2).
- 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

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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

N/A

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 Water Improvements

The distribution of costs between the City and the Developer for all domestic and fire water facilities are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	-	-	-
Total Construction Cost	-	-	-

2.20 Sanitary Sewer Improvements

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

	Full Project Cost	Developer Amount	City Participation
Sanitary Sewer Facilities	\$3,822,462.75	\$3,822,462.75	\$0.00

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Total Construction Cost	\$3,822,462.75	\$3,822,462.75	\$0.00
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2.30 Drainage Improvements

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

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	-	-	-

2.40 Street Improvements

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

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	-	-	-
Erosion Control Items	\$459,081.50	\$459,081.50	\$0.00
Total Construction Cost	\$459,081.50	\$459,081.50	\$0.00

2.50 Summary of Infrastructure (Development) Costs Amounts

	Final Assurance Amount
Water Facilities	-
Sewer Facilities	\$3,822,462.75
Storm Drainage Facilities	-
Streets, Sidewalks & Erosion Control Improvements	\$459,081.50
Total Infrastructure Development Cost Amounts	\$4,281,544.25

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

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Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$459,081.50	\$9,181.63
Water	2.0%	-	-
Wastewater	2.0%	\$3,822,462.75	\$76,449.26
Drainage	2.0%	-	-

Payment to the City (as shown below)

The final construction amount is **\$4,281,544.25**, and the Public Improvement Inspection fee amount is **\$85,630.89** (the “Final Fiscal Guaranty Amount”). If the City’s actual cost to perform the inspections exceed the applicable escrow deposit and the amount defined above, the City will invoice the Developer for the shortfall.

RECOMMENDED:

GARY FREELAND, PE, CONSULTANT CITY ENGINEER

CITY ENGINEER PRINTED NAME AND TITLE



10/03/2025

CITY ENGINEER SIGNATURE

DATE

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3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

N/A

3.20 Sidewalks

N/A

3.30 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 **June 4, 2025**.

3.40 Street Lights (Bluebonnet Electric Cooperation)

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

3.50 Street Name and Regulatory Signs (City of Bastrop)

N/A

3.60 Land Dedication

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.

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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 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,

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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 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

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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 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

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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.

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 The Colony MUD 1G Offsite Wastewater Improvements said improvements shall become the property of The Colony MUD 1G.

4.50 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

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any and all Development assurances and responsibilities set forth herein.

4.60 Conflicts (remove if not applicable)

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"), 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 14th day of **October, 2025**.

**The Colony MUD 1G
Offsite Wastewater
Improvements**

City of Bastrop, Texas



Joey Najera - Signatory
Hunt Communities Bastrop, LLC.



Sylvia Carrillo, ICMA-CM, CPM
City Manager

ATTEST:



Michael Muscarello (Oct 17, 2025 10:09:00 CDT)

City Secretary

17/10/25

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department