

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



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**April 12, 2022**

**Regular Meeting at 6:30 P.M.**

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

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

**PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT [WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM](http://WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM) BEFORE 5:00 P.M. ON APRIL 12, 2022. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.**

1. **CALL TO ORDER**
  2. **PLEDGE OF ALLEGIANCE** – Kyler Redmon and Mabry Ringstaff, PALS Club, Lost Pines Elementary  
**TEXAS PLEDGE OF ALLEGIANCE**  
*Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
  3. **INVOCATION** – Pastor Phil Woods, Bastrop First Assembly of God
  4. **PRESENTATIONS**
    - 4A. Mayor’s Report
    - 4B. Council Members’ Report
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- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April as Child Abuse Prevention Month. (Submitted by: Ann Franklin, City Secretary)
- 4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April as National Sexual Assault Awareness Month. (Submitted by: Ann Franklin, City Secretary)
- 4F. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 10-16, 2022 as National Public Safety Telecommunicators Week. (Submitted by: Ann Franklin, City Secretary)
- 4G. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 18, 2022 as National Lineman Appreciation Day. (Submitted by: Ann Franklin, City Secretary)

**5. WORK SESSION/BRIEFINGS - NONE**

**6. STAFF AND BOARD REPORTS - NONE**

**7. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at [www.cityofbastrop.org/citizencommentform](http://www.cityofbastrop.org/citizencommentform) before 5:00 p.m. on April 12, 2022. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.*

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

**8. 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.***

- 8A. Consider action to approve City Council minutes from the March 22, 2022, Regular Meeting and April 5, 2022 Special Meeting. (Submitted by: Ann Franklin, City Secretary)

- 8B. Consider action to approve the second reading of Ordinance No. 2022-12 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8C. Consider action to approve Resolution No. R-2022-35 of the City Council of the City of Bastrop, Texas, approving an Interlocal Participation Agreement with GoodBuy Purchasing Cooperative; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8D. Consider action to approve Resolution No. R-2022-39 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C 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 C. Bills, Director of Planning and Development)
- 8E. Consider action to approve Resolution No. R-2022-40 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 7, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning and Development)
- 8F. Consider action to approve Resolution No. R-2022-41 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners, L.P. for Bastrop Grove, Section 3, Lot 8, 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 C. Bills, Director of Planning and Development)
- 8G. Consider action to approve the second reading of Ordinance No. 2022-10 of the City Council of the City of Bastrop, Texas, amending Chapter 9, "Personnel," by adopting Chapter 9, Article 9.05, Division 2; and amending Divisions 3 and 6; and Chapter 9, Article 9.09, Divisions 2, 3, and 4; by creating the Chief of Police position and removing the remaining references to the repealed Director of Public Safety position; and by reassigning duties formerly delegated to the Director of Public Safety and clarifying the duties and authority of the Chief of Police and Fire Chief; and providing for findings of fact, enactment, a repealer, and severability; establishing an effective date; proper notice and meeting. (Submitted by: Tanya L. Cantrell, Human Resources Director)
- 8H. Consider action to approve Resolution No. R-2022-38 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 CenterPoint's proposed effective date for forty-five days; authorizing the city's continued participation 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: Ann Franklin, City Secretary)

## 9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-13 of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, Section 8.4.001 Standards for Temporary Signs (b) Banner Signs of the Bastrop Building Block B3 code (adopted by reference in Chapter 14.01 of the Code of Ordinances), as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date. (Submitted by: Jennifer Bills, Director of Planning & Development)
- 9B. Consider action to approve Resolution No. R-2022-13 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-One Thousand Two Hundred Sixty-Two Dollars (\$31,262), authorizing the City Manager to execute all necessary documents, and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 9C. Consider action to approve Resolution No. R-2022-37 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Walker Partners for the Old Austin Highway Pavement Rehabilitation to a not-to-exceed amount of Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola M. de Carvalho, MIAM Director of Engineering and Capital Project Management Department)

## 10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.086 regarding Resolution No. R-2022-36 of the City Council of the City of Bastrop, Texas, assigning certain rights of first refusal to the Lower Colorado River Authority, attached as Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

## 12. ADJOURNMENT

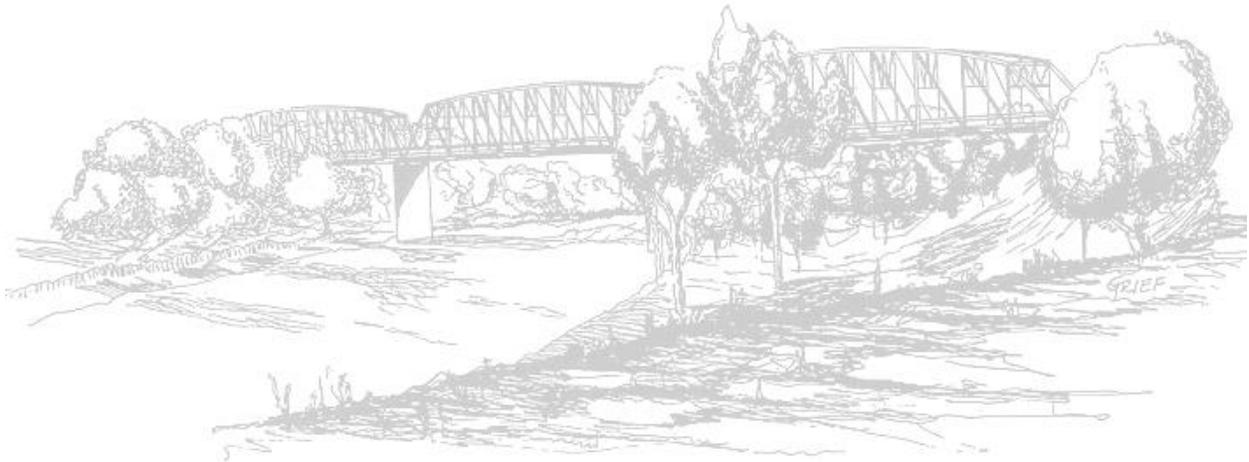
***All items on the agenda are eligible for discussion and action unless specifically stated otherwise.***

***The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).***

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, April 7, 2022 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

*Ann Franklin*

Ann Franklin, City Secretary





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 4A

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

- PowerPoint

*Mayor's Report*  
*April 12, 2022*



# Latest Activities

Mar 21 – Apr 7

Events in 2022: 80



Warden Rosalez - FCI



First Lady  
Cecilia Abbott  
Volunteerism



International Walking Day



Chair Volleyball – Recreation Center



# *Planned Events*

*April 7 - 12*

- April 7 – Farm Street Opry Host
- April 8 – Soccer Mini Pitch (BMS)
- April 12
  - Government Affairs
  - Heart of Bastrop Filming
  - City Council Meeting



# *Upcoming Events & City Meetings*

- April 14
  - TML Training
  - Sandy's Southern Spice Ribbon Cutting
- April 15 – Good Friday (City Offices Closed)
- April 18 – BEDC Board Meeting
- April 19 –
  - Truth in Taxation Training
  - Heart of Bastrop Filming
  - Special City Council Workshop
- April 20 - Youth Career Day
- April 22
  - Ambassador Meeting
  - Disc Golf Ribbon cutting
- April 23 – Spring Fest
- April 26 – City Council Meeting





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 4B

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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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 12, 2022

**AGENDA ITEM:** 4C

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Paul A. Hofmann, City Manager

**POLICY EXPLANATION:**

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

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

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



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 4D

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing April as Child Abuse Prevention Month.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary



# P

# ROCLAMATION



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

**WHEREAS**, every child is a precious and unique gift who deserves the security of a loving and nurturing home; and

**WHEREAS**, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence, or endangerment of any kind; and

**WHEREAS**, children are vital to our community's future success, prosperity, and quality of life as well as being our most valuable assets; and

**WHEREAS**, child abuse and neglect cause serious harm to child development and have lifelong effects that endanger safety, hinder permanency in relationships, and reduce well-being, creating greater demands on society; and

**WHEREAS**, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

**WHEREAS**, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting, child development, and concrete resources they need to cope with stress and how to nurture their children will ensure all children grow to their full potential; and

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

**NOW, THEREFORE**, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim the month of April 2022 as:

**Child Abuse Prevention Month**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 12<sup>th</sup> day of April, 2022.

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





# STAFF REPORT

**MEETING DATE:** April 12, 2022

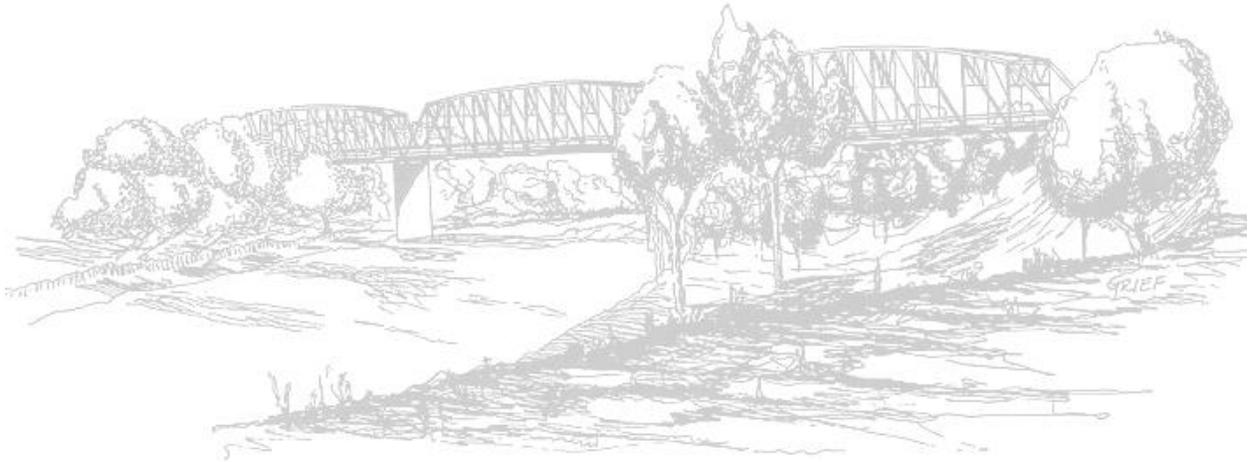
**AGENDA ITEM:** 4E

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing April as National Sexual Assault Awareness Month.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary



# P

# ROCLAMATION



**WHEREAS**, Sexual Assault in the City of Bastrop, Bastrop County and in the State of Texas is intolerable and must be stopped, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

**WHEREAS**, The Family Crisis Center Sexual Assault Awareness campaign for 2022 calls attention to the fact that sexual violence is widespread and impacts every person in this community. The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017). Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005). On campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs, Lindquist, Warner, Fisher, & Martin, 2007); and

**WHEREAS**, Sexual harassment, assault, and abuse can happen anywhere, including in online spaces. Now more than ever, screens and technology connect us with others — but for too long, harassment, cyberbullying, and sexual abuse have been seen as unavoidable behaviors online; and

**WHEREAS**, Each of us has the power to change that. Together, we can make a difference to build inclusive, safe, and respectful communities that thrive online and offline; and

**WHEREAS**, 2022 marks the twenty-first anniversary of SAAM, and the theme of this year's campaign is "Building Safe Online Spaces Together." We can build online communities free from sexual harassment, abuse, and assault by practicing digital consent, intervening when we see harmful behaviors, and promoting online communities that value inclusion, safety, and respect; and

**WHEREAS**, In order to address this crime, an active response to sexual assault must engage the entire community including: city government, law enforcement, prosecutors, advocates, educators, reporters, and neighbors. By working together, our community can become more responsive to victims of this crime and safer for all; and

**WHEREAS**, Programs designed to educate and provide information to individuals about ways to help prevent sexual assault are encouraged throughout the community, while also providing survivors with safety, help, and justice through services and resources.

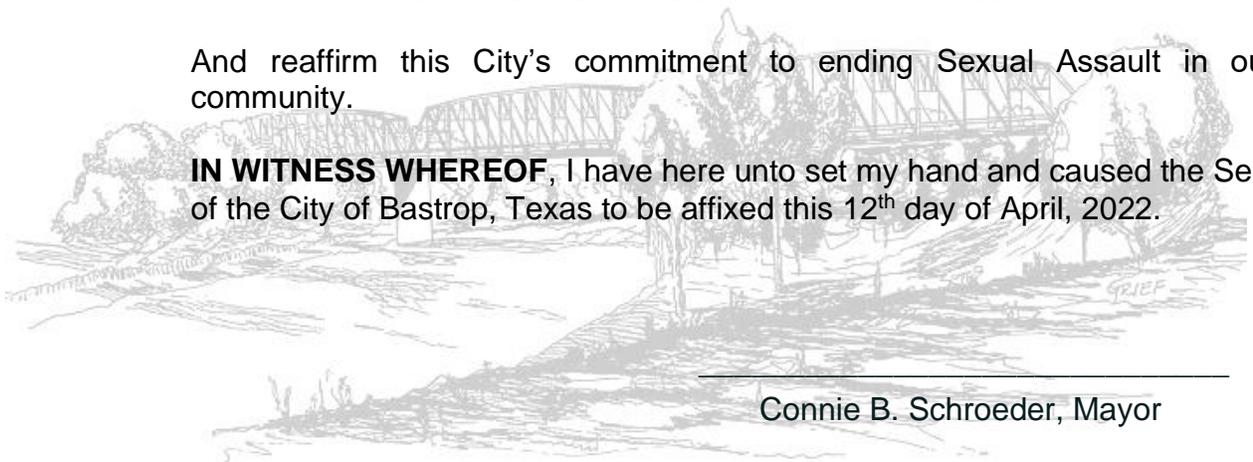
**NOW THEREFORE**, that the City of Bastrop joins the Family Crisis Center, victim advocates, and other support service programs in the belief that all City of Bastrop residents must be part of the solution to end sexual assault and I, Mayor Connie B. Schroeder, do hereby proclaim April as:

### **NATIONAL SEXUAL ASSAULT AWARENESS MONTH**

And reaffirm this City's commitment to ending Sexual Assault in our community.

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 12<sup>th</sup> day of April, 2022.

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





# STAFF REPORT

**MEETING DATE:** April 12, 2022

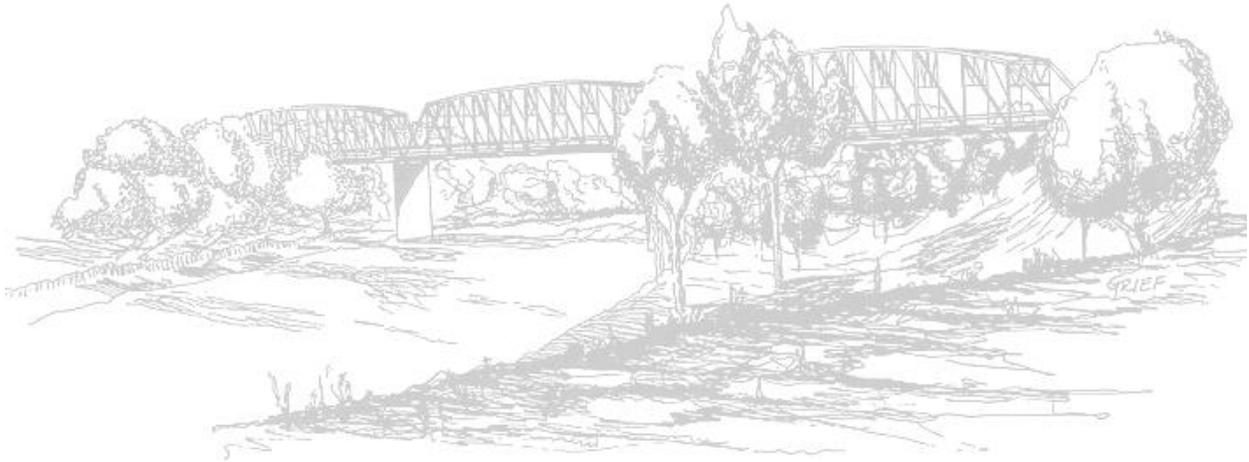
**AGENDA ITEM:** 4F

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 10-16, 2022 as National Public Safety Telecommunicators Week.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary





# PROCLAMATION



**WHEREAS**, the Capital Area Council of Governments (CAPCOG) is a political subdivision of the State serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties; and

**WHEREAS**, CAPCOG is committed to providing a high-quality emergency communications system to the residents of the region; and

**WHEREAS**, CAPCOG recognizes the professional and unending services of the telecommunicators who answer 9-1-1 calls on a daily basis; and

**WHEREAS**, the 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and

**WHEREAS**, the 9-1-1 telecommunicators are the true backbone of the 9-1-1 system; and

**WHEREAS**, the President of the United States has historically acknowledged the second week of April as National Public Safety Telecommunicators Week.

**THEREFORE, BE IT RESOLVED**, that, on behalf of the more than 800 telecommunicators in the CAPCOG region, the Capital Area Council of Governments Executive Committee hereby declares the week of April 10—16, 2022, to be National Public Safety Telecommunicators Week and encourages all local governments to sign a similar resolution and all 9-1-1 Emergency Communications Centers are encouraged to celebrate this week with appropriate activities and commemorations.

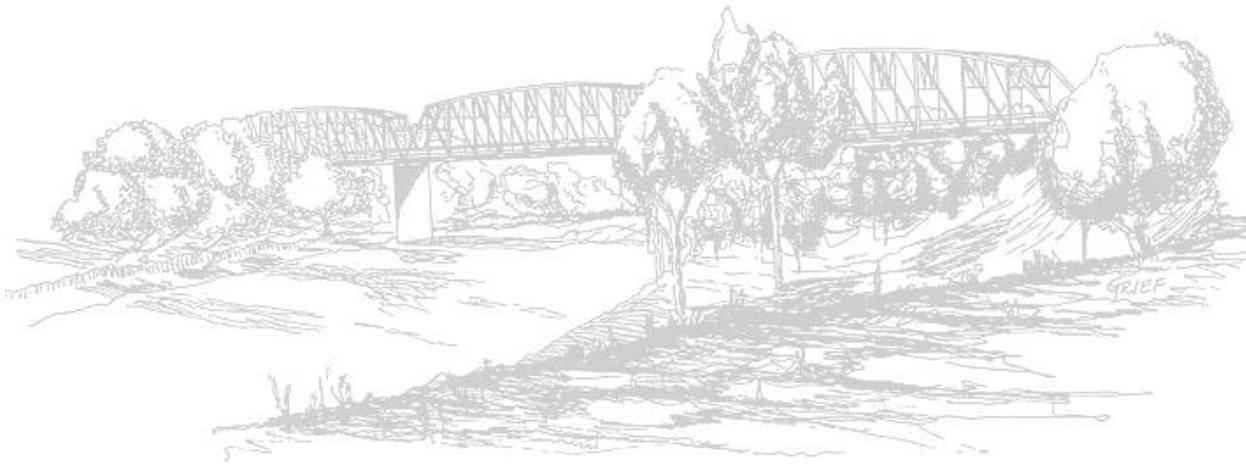
**NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim April 10-16, 2022 as:**

**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

**IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 12<sup>th</sup> day of April, 2022.**

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Connie B. Schroeder, Mayor





# STAFF REPORT

**MEETING DATE:** April 12, 2022

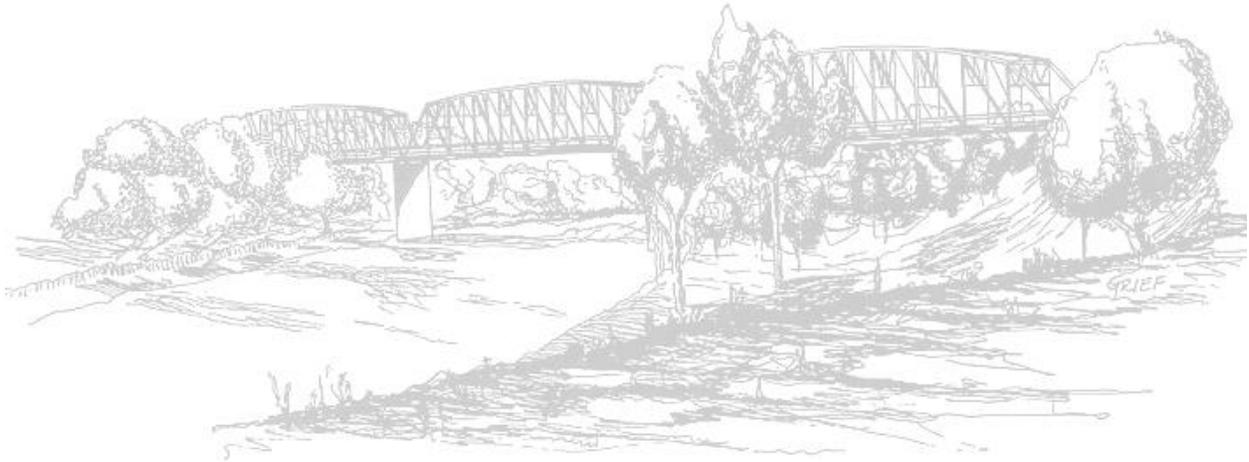
**AGENDA ITEM:** 4G

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 18, 2022 as National Lineman Appreciation Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary



# P

# ROCLAMATION



**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, 2022 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 12<sup>th</sup> day of April, 2022.

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Connie B. Schroeder, Mayor





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8A

**TITLE:**

Consider action to approve City Council minutes from the March 22, 2022, Regular Meeting and April 5, 2022 Special Meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the March 22, 2022, Regular Meeting and April 5, 2022 Special Meeting.

**ATTACHMENTS:**

- March 22, 2022, DRAFT Regular Meeting Minutes.
- April 5, 2022, DRAFT Special Workshop Minutes.



**MARCH 22, 2022**

The Bastrop City Council met in a regular meeting on Tuesday, March 22, 2022, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Peterson and Council Members Jackson, Crouch, Rogers, and Plunkett. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER – EXECUTIVE SESSION**

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

**EXECUTIVE SESSION**

**The City Council met at 5:32 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, .074 Real Property, and .087 Economic Development to seek the advice of legal counsel regarding public-private partnerships for possible multipurpose lodging projects.

**Mayor Schroeder recessed the Executive Session at 6:23 p.m.**

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

No action taken.

**CALL TO ORDER – REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

Mason Goertz and Parker Connell, Mina Elementary Harry Potter Club led the Pledge of Allegiance.

**INVOCATION**

Dale Burke, Police Chaplain, gave the invocation.

**PRESENTATIONS**

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report
- 7D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing April 3<sup>rd</sup>-9<sup>th</sup> as National Library Week. (Submitted by: Ann Franklin, City Secretary)  
**Presentation was made by Mayor Schroeder and accepted by the Library Board Members and the Library staff.**

**WORK SESSION/BRIEFINGS – NONE**

**STAFF AND BOARD REPORTS**

- 9A. Receive presentation on the unaudited Monthly Financial Report for the period ending February 28, 2022. (Submitted by: Tracy Waldron, Chief Financial Officer)  
**Presentation was made by Tracy Waldron, Chief Financial Officer.**
- 9B. Receive presentation on Cultural Arts Commission Year 1 and Year 2 Work Plan and provide feedback as appropriate (Submitted by: Rebecca Gleason, Assistant City Manager)  
**Presentation was made by Rebecca Gleason, Assistant City Manager.**

**CITIZEN COMMENTS**

**Steven Sarff  
303 Trophy Court  
Bastrop, TX 78602  
512-704-4438**

**Joey Najera  
The Colony  
843-437-5362**

**CONSENT AGENDA**

**A motion was made by Council Member Rogers to approve Items 11A, 11C, and 11D as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 11A. Consider action to approve City Council minutes from the March 8, 2022, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 11C. Consider action to approve Resolution No. R-2022-25 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Nicole DeGuzman to Place 7 of the Cultural Art Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 11D. Consider action to approve Resolution No. R-2022-26 of the City Council of the City of Bastrop, Texas, confirming appointment by the Mayor of Lyle Nelson to Place 7 of the Bastrop Economic Development Corporation, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)

**DISCUSSION ITEM**

- 11B. Consider action to approve the first reading of Ordinance No. 2022-10 of the City Council of the City of Bastrop, Texas, amending Chapter 9, "Personnel," by adopting Chapter 9, Article 9.05, Division 2; and amending Divisions 3 and 6; and Chapter 9, Article 9.09, Divisions 2, 3, and 4; by creating the Chief of Police position and removing the remaining references to the repealed Director of Public Safety position; and by reassigning duties

formerly delegated to the Director of Public Safety and clarifying the duties and authority of the Chief of Police and Fire Chief; and providing for findings of fact, enactment, a repealer, and severability; establishing an effective date; proper notice and meeting. (Submitted by: Tanya Cantrell, Human Resources Director)

**A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2022-10, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

- 12A. Consider action to approve Resolution No. R-2022-28 of the City Council of the City of Bastrop, Texas, awarding a contract for the mowing of various parks and City Rights-of-Way to Brightview Landscape Services, Inc., in the amount of Two Hundred Fifteen Thousand Eight Hundred Ninety-Six And 24/100 Dollars (\$215,896.24) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)

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

**A motion was made by Council Member Peterson to approve Resolution No. R-2022-28, seconded by Council Member Jackson, motion was approved on a 5-0 vote.**

- 12B. Consider action to approve the first reading of Ordinance No. 2022-12 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the April 12, 2022 City Council agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

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

**A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2022-12, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

#### **EXECUTIVE SESSION**

**The City Council met at 7:46 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Bastrop Charter section 3.11 (Investigations) in terms of State of Texas v. James Robert Crouch, Bastrop Municipal Court of Record Cause No. 20211193, Bastrop Code of Ordinances section 3.01.003 (Working without a Permit), and Councilman Crouch's conduct related to Bastrop Code of Ordinances section 1.15.009(e) (Undue Influence), section 1.15.009(d) (Representing Private Parties), and Charter sections 3.05 (Giving Orders to Staff) and 3.01 (Personal Interest in City Contracts) as relates to projects at 602 Martin Luther King, Jr. Drive, 709 Spring Street, 906 Pine Street, and 1305 State Highway 95.

**Mayor Schroeder recessed the Executive Session at 8: 37 p.m.**

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

2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Bastrop Charter section 3.11 (Investigations) in terms of State of Texas v. James Robert Crouch, Bastrop Municipal Court of Record Cause No. 20211193, Bastrop Code of Ordinances section 3.01.003 (Working without a Permit), and Councilman Crouch’s conduct related to Bastrop Code of Ordinances section 1.15.009(e) (Undue Influence), section 1.15.009(d) (Representing Private Parties), and Charter sections 3.05 (Giving Orders to Staff) and 3.01 (Personal Interest in City Contracts) as relates to projects at 602 Martin Luther King, Jr. Drive, 709 Spring Street, 906 Pine Street, and 1305 State Highway 95.

**A motion was made by Mayor Pro Tem Peterson to approve a resolution of the City of Bastrop, Texas, authorizing the Mayor to file a complaint with the Bastrop Board of Ethics on behalf of the City Council addressing the conduct of City Council Member James Robert Crouch, seconded by Council Member Rogers, motion was approved on a 4-1 vote. Council Member Crouch voted nay.**

**A motion was made by Council Member Rogers to approve a resolution of the City of Bastrop authorizing the Mayor to sign a letter on behalf of the City Council addressed to Joe Grady Tuck, Attorney at Law, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

**Adjourned at 8:41 p.m. without objection.**

**APPROVED:**

**ATTEST:**

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

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

**The Minutes were approved on April 12, 2022, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**

**MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP  
APRIL 5, 2022**

The Bastrop City Council met in a special workshop on Tuesday, April 5, 2022, at 4:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Council Members Jackson, Crouch, Rogers, and Plunkett. Officers present were City Manager, Paul A. Hofmann and City Secretary, Ann Franklin. Council Elects present were: Cheryl Lee and John Kirkland.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order with a quorum being present at 4:00 p.m. Council Member Jackson arrived at 4:12 p.m. Council Member Peterson was absent.

**CITIZEN COMMENTS - NONE**

**WORK SESSION**

1. Discuss status of long-term water supply and Simsboro Aquifer Water Treatment Facility to include future water needs and the related impacts.  
**Presentation was made by Trey Job, Assistant City Manager and Tracy Waldron, Chief Financial Officer.**
2. Discussion of current transportation planning policy, transportation objectives of the Building Bastrop Initiative and future transportation objectives as it relates to future roadway needs, the timing and funding of such improvements.  
**Presentation was made by Paul Hofmann, City Manager and Trey Job, Assistant City Manager.**

**ADJOURNMENT**

Mayor Schroeder adjourned the Bastrop City Council workshop meeting at 5:52 p.m. without objection.

**APPROVED:**

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

**ATTEST:**

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

The Minutes were approved on April 12, 2022, by Council Member **Name's** motion, Council Member **Name's** second. The motion was approved on a **5-0** vote.



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8B

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2022-12 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The FY2022 budget was approved by City Council on September 21, 2021. The City continues to have additional factors that require some adjustments to the revenue and expenditures of multiple funds.

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

**FISCAL IMPACT:**

Various – See Ordinance Exhibit A

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2022-12 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date.

**ATTACHMENTS:**

- Ordinance 2022-12
- Exhibit A
- Lost Pine Art Center memo
- All Funds Summary FY2022 – updated to reflect proposed amendments

**ORDINANCE NO. 2022-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2022; and

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

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

**Section 1:** That the proposed budget amendment(s) for the Fiscal Year 2022, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2022.

**Section 2:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 3:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

**READ and APPROVED** on First Reading on the 22<sup>nd</sup> day of March 2022.

**READ and ADOPTED** on Second Reading on the 12<sup>th</sup> day of April 2022.

**APPROVED:**

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Connie B. Schroeder, Mayor

**ATTEST:**

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Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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Alan Bojorquez, City Attorney

## GENERAL FUND

### Budget Amendment #1: Revenue

#### **FY 2022 Budget Book (Page 67-69)**

Original Budget	\$ 15,481,868
<u>Recommended Increases</u>	
City Sales Tax (101-00-00-4001)	\$ 153,335
Insurance Proceeds (101-00-00-4537)	\$ 13,551
Inspection Fees (101-00-00-4012)	\$ 285,000
Public Improv Fees (101-00-00-4016)	<u>\$ 50,000</u>
<b>New Total Revenue</b>	<b>\$ 15,983,754</b>

This amendment increases several General Fund revenue sources. Sales Tax revenue has been running approximately 13% over forecast. This amendment increase is conservative to specifically cover requested increases in this budget amendment. The city has received insurance proceeds to cover damages that were paid by the city. The offset increase to expense is reflected in this budget amendment. The increase to Inspection Fees is to cover the additional third-party inspection costs associated with the level of inspections we are experiencing.

### Budget Amendment #2: Expenditures-Organizational

#### **FY 2022 Budget Book (Page 115)**

Original Budget	\$ 1,730,628
Ord 2021-21	<u>\$ 21,500</u>
Amended Budget	\$ 1,752,128
Communications (101-02-00-5401)	<u>\$ 13,551</u>
<b>New Total Expenditures</b>	<b>\$ 1,765,679</b>

The city incurred damages to the fiber that runs over HWY 71 caused by the highway contractor. This additional expense is offset by the increase in insurance proceeds reflected in the budget amendment #1.

### Budget Amendment #3: Expenditures-Community Engagement (Admin)

#### **FY 2022 Budget Book (Page 133-134)**

Original Budget	\$ 345,042
Community Support (101-08-10-5690)	<u>\$ 31,262</u>
<b>New Total Expenditures</b>	<b>\$ 376,304</b>

This amendment is to recognize the PHI Air Medical membership agreement. This should have been included in the community support line item but after review, was not included in the original budget. This agreement has seen an increase from FY2021 of approximately \$9,000 due to increased household count and a one dollar increase in the annual fee amount. This amendment is covered by the additional sales tax revenue reflected in budget amendment #1.

EXHIBIT A

**Budget Amendment #4: Expenditures-Development Services-Building Inspection**

**FY 2022 Budget Book (Page 149)**

Original Budget	\$ 631,999
Professional Services (101-15-18-5505)	<u>\$ 285,000</u>
<b>New Total Expenditures</b>	<b>\$ 916,999</b>

This amendment is necessary due to the high volume of homes actively under construction and the multiple re-inspections that are being required. This amendment is offset by an increase in Inspection Fees reflected in budget amendment #1.

**Budget Amendment #5: Expenditures-Planning**

**FY 2022 Budget Book (Page 149)**

Original Budget	\$ 551,665
Professional Services (101-15-00-5055)	<u>\$ 50,000</u>
<b>New Total Expenditures</b>	<b>\$ 601,665</b>

This amendment is to increase the planning budget by 1 Full-time employee with the Assistant Planning Director title. This amendment is necessary due to the high volume of development activity that is projected to continue for the foreseeable future. There is a need for additional assistance with plan review at a minimum. This amendment is offset by an increase in Public Improvement Fees reflected in budget amendment #1.

**Amendment #6: Expenditures-Public Works-Streets and Drainage**

**FY 2022 Budget Book (Page 155)**

Original Budget	\$ 987,665
Capital Outlay (101-18-15-6000)	<u>\$ 122,075</u>
<b>New Total Expenditures</b>	<b>\$ 1,109,740</b>

This amendment is related to the Public Works Detention Pond project and is the city's required grant match of \$80,975 plus \$41,100 for additional construction inspection and material testing for adding the pump station. This amendment is offset by an increase in sales tax revenue reflected in budget amendment #1. The grant portion of this project was brought to council with the Ord. 2021-21. The below information is an update from Fabiola De Carvalho, City Engineer, on a grant project:

*The City of Bastrop City Council authorized approval of a professional engineering services agreement between City and BEFCO Engineering on October 25<sup>th</sup>, 2018, for the Public Works Detention Pond (design and construction), which was completed in 2020.*

*This project was completed under budget. The City worked with the engineer to determine an appropriate addition to the project that would utilize the available grant funds. The City requested a budget adjustment from the Federal Emergency Management Agency (FEMA) for the possibility of using the remainder of the grant funds to design and construct a pump station (PS) at the detention pond. The Public Works (PW) Detention Pond PS consists of designing and constructing a permanent*

EXHIBIT A

stormwater pump station to help discharge the PW detention pond in lieu of having to set up a temporary pumping operation during or immediately after significant rainfall event. The PS will be located at the southwest corner of the detention pond and would discharge into the City's existing drainage system.

An approval was granted by FEMA for this amendment which included the obligation of additional funds in November of 2021.

*Funding Sources:*

- *Leftover funds from prior grant: \$152,582*
- *New grant: \$90,343*
- *Total grant funding: \$242,925*
- ***City 25% match: \$ 80,975***
- ***Additional City funds: \$41,100***

*PW Detention Pond PS Costs:*

- *BEFCO: \$38,000*
- *Engineer's Construction Cost Estimate: \$270,500*
- *Total Project Cost Estimate: \$365,000 (including materials testing, construction inspection, and grant administration).*

*BEFCO was the Engineer selected originally for the PW Detention Pond project and will continue to assist the City on engineering services for this project as well.*

SUMMARY OF GENERAL FUND BY DEPARTMENT		
Organizational	\$13,551	New Expenditures
Community Engagement - Admin	\$31,260	
Planning	\$50,000	
Development Services - Building Inspection	\$285,000	
Public Works-Streets/Drainage	\$122,075	
City Sales Tax	(\$153,335)	New Revenue
Insurance Proceeds	(\$13,551)	
Inspection Fees	(\$285,000)	
Public Improvement Fees	(\$50,000)	
<b>Total Net Adjustment</b>	<b><u>\$ 0</u></b>	

## **OTHER FUNDS**

### **Budget Amendment #7: Impact Fee Fund**

#### **FY 2022 Budget Book (Page 84)**

Original Budget	\$ 910,250
West Bastrop Village upsizing proj. (306-51-51-6176)	\$ <b>539,569</b>
Westside Collection Phase II (306-51-51-6176)	<u>\$ <b>2,000,000</b></u>
<b>New Total Expenditures</b>	<b>\$ 3,449,819</b>

This amendment is to utilize available fund balance in this fund to use toward eligible projects. The expense increases are to appropriate the necessary amounts for two projects. The first is the West Bastrop Village upsizing project that was approved by City Council on January 26, 2021 with Ord. 2021-10, originally estimated at \$1,225,358. The second is the Westside Collection System Phase II project that was originally projected for FY2023 but needs to be accelerated due to timing with other WWTP#3 projects.

### **Budget Amendment #8: Expenditures-Hunter's Crossing Public Improv. District**

#### **FY 2022 Budget Book (Page 97)**

Original Budget	\$ 572,547
Maintenance & Operations (710-00-00-5300)	<u>\$ <b>32,000</b></u>
<b>New Total Expenditures</b>	<b>\$ 604,547</b>

This amendment is to increase expense to cover the erosion project that will be completed in conjunction with the fence replacement. This amendment was taken to the Local Government Corporation Board on February 16, 2022 where it was voted on unanimously. This amendment will reduce the fund balance of the fund by \$32,000.

### **Budget Amendment #9: Water/Wastewater Fund**

#### **FY 2022 Budget Book (Page 160 & 161)**

Original Budget	\$ 7,442,749
Improvements, WWW (202-35-41-6240)	<u>\$ <b>52,500</b></u>
<b>New Total Expenditures</b>	<b>\$ 7,495,249</b>

This amendment is related to the Riverwood Waterline Replacement project that has been approved for grant funding. This amendment represents the city's required match. This amendment is reducing the funds ending fund balance by this amount but is still above the 35% required level.

**Budget Amendment #10: Hotel Occupancy Tax Fund**

**FY 2022 Budget Book (Page 85-87)**

Original Budget	\$ 2,226,904
Hotel Occupancy Tax (501-00-00-4007)	<u>\$ 249,781</u>
<b>New Total Revenue</b>	<b>\$ 2,476,685</b>

Original Budget – Organizational (page 86)	\$ 1,854,608
Destination Marketing Org (501-80-005576)	<u>\$ 172,668</u>
Lost Pines Art Center (501-80-00-5578)	<u>\$ 29,516</u>
<b>New Total Expenditures - Organizational</b>	<b>\$ 2,056,792</b>

Since the approval of the FY2022 budget, Hotel Occupancy Tax has reported positive variances to forecast every month. This amendment reflects and increase in projected revenue by 25% based on the information that is currently available. The revenue for November through January was very strong but did drop off some in February. This increase is a conservative projection. Since the Destination Marketing Corporation (Visit Bastrop) funding is directly related to revenue projections, this amendment increases their funding line using the calculation provided in the contract (revenue-debt x 50%). The Lost Pines Art Center has requested that their approved funding be increased to the amount in their request proposal. A memo from that organization explaining their request is attached.

**Budget Amendment #11: Grant Fund**

**FY 2022 Budget Book**

Original Budget	\$ 100,000
Ord 2021-21	\$ 1,968,235
Grant Revenue (801-00-00-4500)	\$ 350,000
Grant Revenue (801-00-00-4500)	<u>\$ 250,000</u>
<b>New Total Revenue</b>	<b>\$ 2,668,235</b>

The proceeds need to be applied to the following account:

**FY 2022 Budget Book**

Original Budget	\$ 100,000
Ord 2021-21	\$ 1,968,235
Riverwood Water Line rplc (801-00-00-6000)	\$ 350,000
Parks Master Plan (801-00-00-5505)	<u>\$ 250,000</u>
<b>New Total Expenditures</b>	<b>\$ 2,668,235</b>

This fund is not represented separately in the budget book (oversight). The totals are included in the Special Revenue column on the All Funds Summary. We have received several awards since the FY2022 budget was approved and since the last budget amendment. See the list below:

- \$350,000 from the Texas Department of Agriculture for partial replacement of the water line on Riverwood

EXHIBIT A

- \$250,000 from St. David’s Foundation for a Parks Master Plan

**Budget Amendment #12: Cemetery Fund**

**FY 2022 Budget Book (Page 93)**

Original Budget	\$ 148,827
Road Maintenance (525-00-00-5348)	<u>\$ 25,000</u>
New Total Expenditures	<b>\$ 173,827</b>

This amendment is to appropriate funds for street maintenance to be incorporated into the City’s request for proposal for street maintenance. The amendment is reducing the fund balance to a projected ending amount of \$34,481.

**Budget Amendment #13: CO, Series 2022**

**FY 2022 Budget Book**

Original Budget	\$ - 0-
Bond Proceeds (731-00-00-4380)	<u>\$ 3,676,250</u>
New Total Revenue	<b>\$ 3,676,250</b>

The proceeds need to be applied to the following account:

**FY 2022 Budget Book**

Original Budget	\$ - 0-
Issuance Costs (731-00-00-5610)	\$ 76,250
Old Austin Hwy (731-00-00-6132)	\$ 1,600,000
Street Rehabilitation (731-00-00-6132)	<u>\$ 2,000,000</u>
New Total Expenditures	<b>\$ 3,676,250</b>

This issuance was referenced in the FY2022 budget but not appropriated. This bond issuance was funded in February and will be used for street rehabilitation projects.

# ALL FUND SUMMARY FY 2022

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
<b>BEGINNING FUND BALANCES</b>	\$ 6,194,200	\$ 189,672	\$ 2,329,717	\$ 4,442,130	\$ 5,755,994	\$ 3,081,727	\$ 47,000,060	\$ 3,090,557	\$ 5,249,159	\$ 77,333,216
<b>REVENUES:</b>										
AD VALOREM TAXES	4,418,537	2,432,572		-	-	-	-			6,851,109
SALES TAXES	6,824,432			-	-	-	-		3,331,500	10,155,932
FRANCHISE & OTHER TAXES	541,100		2,231,131	24,000	-	-	-			2,796,231
LICENSES & PERMITS	2,181,230		-	-	-	-	-			2,181,230
CHARGES FOR SERVICES	796,100		159,000	5,174,204	6,927,080	6,847,639	-	501,809	15,870	20,421,702
FINES & FORFEITURES	299,000			14,000	-	-	-			313,000
INTEREST	30,000	10,000	20,000	21,200	37,906	30,000	23,150	13,000	15,000	200,256
INTERGOVERNMENTAL	69,804	275,059	66,554	2,568,235	-	-	5,140,808			8,120,460
OTHER	53,551		-	144,133	6,500	-	1,365		1,712,044	1,917,593
<b>TOTAL REVENUES</b>	15,213,754	2,717,631	2,476,685	7,945,772	6,971,486	6,877,639	5,165,323	514,809	5,074,414	52,957,513
<b>OTHER SOURCES</b>										
Other Financing Sources	-						-			-
Interfund Transfers	770,000	640,512	-	-	4,087,529	-	445,500	1,045,427		6,988,968
<b>TOTAL REVENUE &amp; OTHER SOURCES</b>	15,983,754	3,358,143	2,476,685	7,945,772	11,059,015	6,877,639	5,610,823	1,560,236	5,074,414	59,946,481
<b>TOTAL AVAILABLE RESOURCES</b>	\$ 22,177,954	\$ 3,547,815	\$ 4,806,402	\$ 12,387,902	\$ 16,815,009	\$ 9,959,366	\$ 52,610,883	\$ 4,650,793	\$ 10,323,573	\$ 137,279,697
<b>EXPENDITURES:</b>										
GENERAL GOVERNMENT	5,800,622			27,600	-	-	683,500			6,511,722
PUBLIC SAFETY	5,259,353			62,850	-	-	72,000			5,394,203
DEVELOPMENT SERVICES	1,875,086			-	-	-	-			1,875,086
COMMUNITY SERVICES	2,400,144		-	697,607	-	-	-			3,097,751
UTILITIES				99,950	4,178,469	6,175,061	-			10,453,480
DEBT SERVICE		3,494,221		-	3,992,281	171,072	-		483,456	8,141,030
ECONOMIC DEVELOPMENT			2,437,355	-	-	-	299,450		3,159,722	5,896,527
CAPITAL OUTLAY				5,415,454	526,000	383,250	50,421,313	1,252,930	2,368,700	60,367,647
<b>TOTAL EXPENDITURES</b>	15,335,205	3,494,221	2,437,355	6,303,461	8,696,750	6,729,383	51,476,263	1,252,930	6,011,878	101,737,446
<b>OTHER USES</b>										
Interfund Transfers	1,318,027	-	545,702	979,017	3,314,280	839,400	14,043	-	-	7,010,468
<b>TOTAL EXPENDITURE &amp; OTHER USES</b>	16,653,232	3,494,221	2,983,057	7,282,478	12,011,030	7,568,783	51,490,306	1,252,930	6,011,878	108,747,914
<b>ENDING FUND BALANCES</b>	\$ 5,524,722	\$ 53,594	\$ 1,823,345	\$ 5,105,424	\$ 4,803,979	\$ 2,390,583	\$ 1,120,577	\$ 3,397,863	\$ 4,311,695	\$ 28,531,783



City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

Dear Mayor Schroeder, Councilmembers and City Manager,

I am writing on behalf of the Lost Pines Art Center regarding the organization's HOT funds and the opportunity to restore LPAC to its full funding request for this fiscal year. When the City's 2021-22 HOT funding budget was approved by City Council the Art Center's request was reduced from \$89,500 to \$60,000. During that approval process Council requested that the Art Center improve its reporting and we were encouraged that, when that was complete, Council would consider providing the reduced funding amount.

At this time, we believe we have fulfilled the City's HOT fund reporting requirements and humbly request that City Council consider providing the additional \$39,500. These additional funds will help us expand our weekend services by allowing the center to be open every Saturday along with remaining open during evening and weekend activities promoted by the City. In addition, as COVID restrictions ease we are getting more requests for art classes and experiences. Additional funding will help us provide those for visitors and community members alike.

We look forward to our continued partnership with the city, the other community assets and cultural arts organizations creating a unique destination for visitors along with enhancing the quality of life for all who live here.

Sincerely,

A handwritten signature in blue ink that reads "Kaye Sapikas". The signature is written in a cursive style with a large initial 'K'.



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8C

**TITLE:**

Consider action to approve Resolution No R-2022-35 of the City Council of the City of Bastrop, Texas, approving an Interlocal Participation Agreement with GoodBuy Purchasing Cooperative; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

The City of Bastrop has a Purchasing Policy that allows the use of purchasing cooperatives that comply with the bidding requirements of state law. The use of cooperative agreements increases the cities efficiency and effectiveness when making purchases. The GoodBuy Purchasing Cooperative allows smaller municipalities, like Bastrop, to benefit from the purchasing power of larger entities. The cooperative will have the responsibility of complying with the competitive bidding laws set by the state. The City of Bastrop will be able to utilize the contracts created by these bid contracts through this cooperative agreement. Suppliers will bill the City of Bastrop directly for all purchases. Having this agreement in place will expand the city's ability to secure the best pricing during the procurement process.

This cooperative agreement is authorized by Sections 791.001 of the Texas Government Code. This agreement requires Council approval and authorizes the City Manager to execute the agreement.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of Resolution No. R-2022-35 of the City Council of the City of Bastrop, Texas, approving an Interlocal Participation Agreement with GoodBuy Purchasing Cooperative; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

**ATTACHMENTS:**

- Resolution R-2022-35
- Interlocal Agreement

**RESOLUTION NO. R-2022-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL PARTICIPATION AGREEMENT WITH GOODBUY PURCHASING COOPERATIVE; ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of local government to ensure that purchasing laws are followed; and

**WHEREAS**, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code providing for the cooperation between local governmental bodies; and

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract ; and

**WHEREAS**, the governing bodies find that the performance of this contract is in the common interest of both parties.

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

**SECTION 1:** The City Council hereby approves the City of Bastrop Interlocal Agreement with GoodBuy Purchase Cooperative, which is attached as Exhibit A, and authorizes the City Manager to execute all necessary documents.

**SECTION 2:** Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

**SECTION 3:** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas on the 12<sup>th</sup> day of April 2022.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



## **Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative**

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

### **MEMBERSHIP**

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



## **Services Provided by GoodBuy:**

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at [goodbuy@esc2.net](mailto:goodbuy@esc2.net).

## **Member Obligations:**

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: \_\_\_\_\_

Program Member Designated GoodBuy representative(s):

Name: _____	Contact Information: _____
Title: _____	(Address) _____
Email: _____	City: _____
Telephone: _____	State: _____
Facsimile: _____	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

### GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



**16. Merger:** The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

**17. Representation of Authorization:** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

**TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE,** as acting on behalf of all other Program Members

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GoodBuy Relations Representative, Region 2 ESC

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_  
(Name of Program Member)

**TO BE COMPLETED BY PROGRAM MEMBER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of authorized representative of Program Member)



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8D

**TITLE:**

Consider action to approve Resolution No. R-2022-39 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C 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.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, Director of Planning and Development

**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.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Planning Director recommends City Council consider action to approve Resolution No. R-2022-39 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C 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.

**ATTACHMENTS:**

- Resolution No. R-2022-39
- Exhibit A – The Colony MUD 1C Section 6 Public Improvement Plan Agreement

**RESOLUTION NO. R-2022-39**

**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 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 (B<sup>3</sup>) 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 12<sup>th</sup> day of April, 2022.

**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 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 1C SECTION 6, a development in the City of Bastrop ETJ, Texas: being 94 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 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 6 approved by the City on 12-23-2021

## **Public Improvement Plan Agreement – Colony MUD 1C 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 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 6**

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 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)**

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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Water Facilities	\$243,333.50	\$304,166.88	\$0.00
Sanitary Sewer Facilities	\$240,905.00	\$301,131.25	\$0.00
Total Construction Cost	\$484,238.50	\$605,298.13	\$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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$308,167.00	\$385,208.75	\$0.00

**Public Improvement Plan Agreement – Colony MUD 1C Section 6**

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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$1,350,696.00	\$1,688,370.00	\$0.00
Erosion Control Items	\$52,057.00	\$65,071.25	\$0.00
<b>Total Construction Cost</b>	<b>\$1,402,753.00</b>	<b>\$1,753,441.25</b>	<b>\$0.00</b>

2.40 Summary of Infrastructure (Development) Assurance Amounts

	<b>Final Assurance Amount</b>
Utility Facilities	\$605,298.13
Storm Drainage Facilities	\$385,208.75
Streets, Sidewalks & Erosion Control Improvements	\$1,753,441.25
<b>Total Development Assurance Amounts</b>	<b>\$2,743,948.13</b>

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

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,402,753.00	\$28,055.06
Water	2.0%	\$304,166.88	\$6,083.34
Wastewater	2.0%	\$301,131.25	\$6,022.63
Drainage	2.0%	\$308,167.00	\$6,163.04
<b>Payment to the City</b>			<b>\$46,324.07</b>

**Public Improvement Plan Agreement – Colony MUD 1C Section 6**

The final construction amount is **\$2,316,218.13** and the Public Improvement Inspection fee amount is **\$46,324.07** (the “Public Improvement Inspection fee”). Developer will perform inspections with a third-party inspector approved by the City.

RECOMMENDED:

  
\_\_\_\_\_  
Tony Buonodono, P. E.                      02/25/2022  
City Engineer                                      Date

**Public Improvement Plan Agreement – Colony MUD 1C 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 1C 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-

**Public Improvement Plan Agreement – Colony MUD 1C Section 6**

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

4/4/22  
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 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 1C 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 1C 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 1C 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 1C SECTION 6**, 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 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 \_\_\_\_\_, 2022.

**THE COLONY MUD 1C 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

**CARLSON, BRIGANCE DOERING, INC.**

**ENGINEER'S COST ESTIMATE**

**Colony M.U.D. 1C Section 6**

**CBD #5216**

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

**May 2020**

**Colony MUD 1C Section 6**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. STREET ITEMS</b>					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	28,025	SY	\$7.00	\$196,175.00
2	Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	20,912	SY	\$7.00	\$146,384.00
3	8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	20,912	SY	\$7.50	\$156,840.00
4	8" Base, 3' to 3' Back of Curb, complete and in place per square yard	20,912	SY	\$11.00	\$230,032.00
5	2" HMAc, Lip to Lip, complete and in place per square yard	17,474	SY	\$12.00	\$209,688.00
6	6" Stand Up Curb and Gutter, complete and in place per linear foot	8,747	LF	\$16.00	\$139,952.00
7	Common Area 4' Sidewalks, complete and in place per linear foot	8,641	LF	\$25.00	\$216,025.00
8	ADA Ramps, complete and in place per each	12	EA	\$1,300.00	\$15,600.00
9	Concrete Valley Gutter, complete and in place per each	3	EA	\$3,500.00	\$10,500.00
10	Street Light, complete and in place per each	5	EA	\$5,900.00	\$29,500.00
<b>SUBTOTAL STREETS ITEMS</b>					<b>\$1,350,696.00</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>II. DRAINAGE ITEMS</b>					
1	18" R.C.P., complete and in place per linear foot	1,802	LF	\$55.00	\$99,110.00
2	24" R.C.P., complete and in place per linear foot	705	LF	\$70.00	\$49,350.00
3	30" R.C.P., complete and in place per linear foot	193	LF	\$95.00	\$18,335.00
4	36" R.C.P., complete and in place per linear foot	257	LF	\$120.00	\$30,840.00
5	42" R.C.P., complete and in place per linear foot	25	LF	\$150.00	\$3,750.00
6	5' X 5' Junction Box complete and in place per linear foot	1	EA	\$5,800.00	\$5,800.00
7	10' inlets w/ curb transition, complete and in place per each	20	EA	\$4,400.00	\$88,000.00
8	15' inlets w/ curb transition, complete and in place per each	2	EA	\$5,000.00	\$10,000.00
9	Trench Safety, complete and in place per linear foot	2,982	LF	\$1.00	\$2,982.00
<b>SUBTOTAL DRAINAGE ITEMS:</b>					<b>\$308,167.00</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>III. WATER ITEMS</b>					
1	8" C-900 DR-14, complete and in place per linear foot	3,263	LF	\$40.00	\$130,520.00
2	5 1/4" Fire Hydrant Assembly, complete and in place per each	6	EA	\$3,500.00	\$21,000.00
3	6" Gate Valve, complete and in place per each	6	EA	\$1,500.00	\$9,000.00
4	8" Gate Valve, complete and in place per each	6	EA	\$1,600.00	\$9,600.00

**CARLSON, BRIGANCE DOERING, INC.**

**ENGINEER'S COST ESTIMATE**

Colony M.U.D. 1C Section 6

CBD #5216

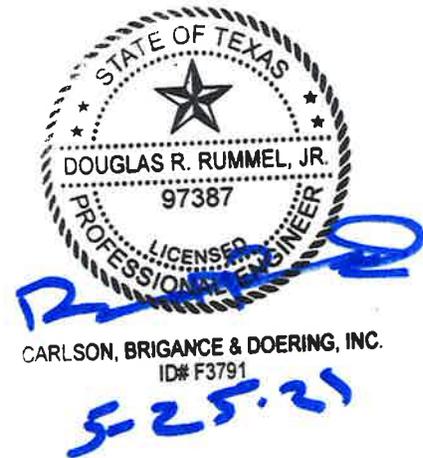
**EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL**

May 2020

5	Single Water Service Assembly, complete and in place per each	15	EA	\$1,150.00	\$17,250.00
6	Double Water Service Assembly, complete and in place per each	34	EA	\$1,550.00	\$52,700.00
7	Trench Safety, complete and in place per linear foot	3,263	LF	\$1.00	\$3,263.00
<b>SUBTOTAL WATER ITEMS:</b>					<b>\$243,333.00</b>
<b>IV. WASTEWATER ITEMS</b>					
		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	8" Tie In to Existing, complete and in place per each	1	EA	\$2,200.00	\$2,200.00
2	8" PVC SDR-26 - All Depths, complete and in place per linear foot	2,855	LF	\$30.00	\$85,650.00
3	4' Wastewater Manhole, complete and in place per each	16	EA	\$5,000.00	\$80,000.00
4	Single Wastewater Service (6") Assembly, complete and in place per each	10	EA	\$1,100.00	\$11,000.00
5	Double Wastewater Service (6") Assembly, complete and in place per each	37	EA	\$1,600.00	\$59,200.00
6	Trench Safety, complete and in place per linear foot	2,855	LF	\$1.00	\$2,855.00
<b>SUBTOTAL WASTEWATER ITEMS:</b>					<b>\$240,905.00</b>
<b>V. EROSION CONTROL ITEMS</b>					
		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil, complete and in place per square yard	13,268	SY	\$2.50	\$33,170.00
3	Inlet Protection, complete and in place per each	22	EA	\$150.00	\$3,300.00
4	Install and Maintain Silt Fence, complete and in place per linear foot	5,668	LF	\$2.75	\$15,587.00
<b>SUBTOTAL EROSION CONTROL ITEMS:</b>					<b>\$52,057.00</b>

**TOTAL COST ESTIMATE**

**\$2,195,158.00**





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8E

**TITLE:**

Consider action to approve Resolution No. R-2022-40 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 7, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, Director of Planning and Development

**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.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Planning Director recommends City Council consider action to approve Resolution No. R-2022-40 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 7, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2022-40
- Exhibit A – The Colony MUD 1C Section 7 Public Improvement Plan Agreement

**RESOLUTION NO. R-2022-40**

**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 7, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has adopted the Bastrop Building Block (B<sup>3</sup>) 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 12<sup>th</sup> day of April, 2022.

**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 7***

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 7, a development in the City of Bastrop ETJ, Texas: being 108 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 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 7 approved by the City on December 23, 2021

## **Public Improvement Plan Agreement – Colony MUD 1C Section 7**

### **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 7**

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 7**

**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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Water Facilities	\$ 842,910.15	\$ 1,053,637.69	\$0.00
Sanitary Sewer Facilities	\$ 612,005.00	\$ 765,006.25	\$0.00
Total Construction Cost	\$ 1,454,915.15	\$ 1,818,643.94	\$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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$ 2,485,536.69	\$ 3,106,920.86	\$0.00

**Public Improvement Plan Agreement – Colony MUD 1C Section 7**

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.

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$ 2,142,011.85	\$ 2,677,514.81	\$0.00
Erosion Control Items	\$ 101,861.02	\$ 127,326.28	\$0.00
<b>Total Construction Cost</b>	<b>\$ 2,243,872.87</b>	<b>\$ 2,804,841.09</b>	<b>\$0.00</b>

2.40 Summary of Infrastructure (Development) Assurance Amounts

	<b>Final Assurance Amount</b>
Utility Facilities	\$ 1,818,643.94
Storm Drainage Facilities	\$ 3,106,920.86
Streets, Sidewalks & Erosion Control Improvements	\$ 2,804,841.09
<b>Total Development Assurance Amounts</b>	<b>\$ 7,730,405.89</b>

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

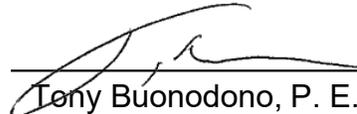
**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$ 2,243,872.87	\$ 44,877.46
Water	2.0%	\$ 842,910.15	\$ 16,858.20
Wastewater	2.0%	\$ 612,005.00	\$ 12,240.10
Drainage	2.0%	\$ 2,485,536.69	\$ 49,710.73
<b>Payment to the City</b>			<b>\$ 123,686.49</b>

**Public Improvement Plan Agreement – Colony MUD 1C Section 7**

The final construction amount is \$ **6,184,324.71** and the Public Improvement Inspection fee amount is \$ **123,686.49** (the “Public Improvement Inspection fee”). Developer will perform inspections with a third party inspector approved by the City.

RECOMMENDED:

	4/7/2022
Tony Buonodono, P. E. City Engineer	Date

**Public Improvement Plan Agreement – Colony MUD 1C Section 7**

**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 7 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 7**

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

4/4/22  
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 7**

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 7**

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 1C Section 7**

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 7**

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 7**, 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 7**

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 \_\_\_\_\_, 2022.

**THE COLONY MUD 1C SECTION 7**

**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.**  
**PRELIM ENGINEER'S COST ESTIMATE**  
**The Colony MUD 1C - 7 including Regional Pond**  
**CBD #5233**

**EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL**  
**June 2021**

**The Colony MUD 1C - Section 7**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. STREET ITEMS</b>					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	54,670	SY	\$3.00	\$164,010.64
2	8" Cement Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	14,276	SY	\$9.00	\$128,480.00
3	8" Base, 3' to 3' Back of Curb (Local Streets), complete and in place per square yard	14,276	SY	\$12.50	\$178,444.44
4	2" HMAC, Lip to Lip, complete and in place per square yard	10,485	SY	\$10.50	\$110,087.83
5	16" Cement Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	14,276	SY	\$18.00	\$256,960.00
6	3.5" HMAC, Lip to Lip, complete and in place per square yard	17,900	SY	\$18.50	\$331,152.06
7	6" Stand Up Curb and Gutter, complete and in place per linear foot	13,925	LF	\$18.00	\$250,650.00
8	24" Ribbon Curb, complete and in place per linear foot	453	LF	\$12.00	\$5,430.00
9	Common Area 4' Sidewalks, complete and in place per linear foot	6,603	LF	\$37.50	\$247,603.13
10	Common Area 6' Sidewalks, complete and in place per linear foot	7,018	LF	\$56.25	\$394,743.75
11	Concrete Valley Gutter complete and in place per each	5	EA	\$6,000.00	\$30,000.00
12	ADA Ramps, complete and in place per each	10	EA	\$1,550.00	\$15,500.00
13	Street Light, complete and in place per each	5	EA	\$4,750.00	\$23,750.00
14	Stop/Street Sign complete and in place per each	14	EA	\$300.00	\$4,200.00
15	Stop Bar, complete and in place per each	4	EA	\$250.00	\$1,000.00
<b>SUBTOTAL STREETS ITEMS</b>					<b>\$2,142,011.85</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>II. DRAINAGE ITEMS</b>					
1	18" R.C.P., complete and in place per linear foot	2,066	LF	\$41.00	\$84,705.18
2	24" R.C.P., complete and in place per linear foot	675	LF	\$55.00	\$37,144.80
3	30" R.C.P., complete and in place per linear foot	1,656	LF	\$74.00	\$122,559.54
4	36" R.C.P., complete and in place per linear foot	1,168	LF	\$75.00	\$87,636.75
5	42" R.C.P., complete and in place per linear foot	1,342	LF	\$76.00	\$101,965.40
6	10' inlets w/ curb transition, complete and in place per each	40	EA	\$4,200.00	\$168,000.00
7	15' inlets w/ curb transition, complete and in place per each	1	EA	\$7,000.00	\$7,000.00
8	4'x4' Junction Box complete and in place per each	3	EA	\$3,500.00	\$10,500.00
9	5'x5' Junction Box complete and in place per linear foot	2	LF	\$5,000.00	\$10,000.00

**CARLSON, BRIGANCE DOERING, INC.**  
**PRELIM ENGINEER'S COST ESTIMATE**  
**The Colony MUD 1C - 7 including Regional Pond**  
**CBD #5233**

**EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL**  
**June 2021**

10	5'x5' R.C.B complete and in place per linear foot	16	LF	\$800.00	\$12,800.00
11	5'x5' Concrete Headwall with Dissipators and Outfall Protection, complete and in place per each	4	EA	\$14,500.00	\$58,000.00
12	24" S.E.T. Concrete Headwall complete and in place per each	1	EA	\$3,300.00	\$3,300.00
13	36" S.E.T. Concrete Headwall complete and in place per each	1	EA	\$6,400.00	\$6,400.00
14	42" S.E.T. Concrete Headwall complete and in place per each	1	EA	\$6,600.00	\$6,600.00
15	Trench Safety, complete and in place per linear foot	6,908	LF	\$1.00	\$6,907.69
16	Regional Detention Pond complete and in place per lump sum	1	EA	\$1,762,017.33	\$1,762,017.33
<b>SUBTOTAL DRAINAGE ITEMS:</b>					<b>\$2,485,536.69</b>

<b>III. WATER ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	8" C-900 DR-14, complete and in place per linear foot	4,578	LF	\$38.00	\$173,971.22
2	24" C-900 DR-14, complete and in place per linear foot	2,991	LF	\$130.00	\$388,770.20
2	5 1/4" Fire Hydrant Assembly, complete and in place per each	18	EA	\$4,300.00	\$77,400.00
3	6" Gate Valve, complete and in place per each	18	EA	\$1,000.00	\$18,000.00
4	8" Gate Valve, complete and in place per each	10	EA	\$1,400.00	\$14,000.00
5	24" Gate Valve, complete and in place per each	4	EA	\$20,000.00	\$80,000.00
6	Single Water Service Assembly, complete and in place per each	8	EA	\$1,100.00	\$8,800.00
7	Double Water Service Assembly, complete and in place per each	48	EA	\$1,550.00	\$74,400.00
8	Trench Safety, complete and in place per linear foot	7,569	LF	\$1.00	\$7,568.73
<b>SUBTOTAL WATER ITEMS:</b>					<b>\$842,910.15</b>

<b>IV. WASTEWATER ITEMS - INTERIOR TRACT</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	8" PVC SDR-26 - All Depths, complete and in place per linear foot	4,117	LF	\$33.00	\$135,861.00
2	12" PVC SDR-26 - All Depths, complete and in place per linear foot	2,945	LF	\$52.00	\$153,140.00
3	18" PVC SDR-26 - All Depths, complete and in place per linear foot	15	LF	\$53.00	\$795.00
4	2" PVC SDR-21 - All Depths, complete and in place per linear foot	35	LF	\$35.00	\$1,225.00
5	2.5" PVC SDR-21 - All Depths, complete and in place per linear foot	300	LF	\$40.00	\$12,000.00
6	3" PVC SDR-21 - All Depths, complete and in place per linear foot	157	LF	\$45.00	\$7,065.00
7	4' Wastewater Manhole, complete and in place per each	24	EA	\$4,750.00	\$114,000.00
8	LP Cleanout with 5' Diameter Manhole Cone complete and in place per each	3	EA	\$5,200.00	\$15,600.00
9	Single Wastewater Service (6") Assembly, complete and in place per each	11	EA	\$1,250.00	\$13,750.00
10	Double Wastewater Service (6") Assembly, complete and in place per each	32	EA	\$1,875.00	\$60,000.00
11	Double Wastewater Service (6") 30"x96" FRP TANK, complete and in place per each	14	EA	\$6,500.00	\$91,000.00
12	Trench Safety, complete and in place per linear foot	7,569	LF	\$1.00	\$7,569.00
<b>SUBTOTAL WASTEWATER ITEMS:</b>					<b>\$612,005.00</b>

<b>V. EROSION CONTROL ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
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**CARLSON, BRIGANCE DOERING, INC.**  
**PRELIM ENGINEER'S COST ESTIMATE**  
**The Colony MUD 1C - 7 including Regional Pond**  
**CBD #5233**

**EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL**  
**June 2021**

1	Revegetation of R.O.W. & Disturbed Areas, complete and in place per square yard	37,423	SY	\$1.00	\$37,423.02
2	Inlet Protection, complete and in place per each	41	EA	\$150.00	\$6,150.00
3	Double Duty Rock Berm, complete and in place per each	10	EA	\$2,000.00	\$20,000.00
4	Stabilized Construction Entrance, complete and in place per each	1	EA	\$2,500.00	\$2,500.00
5	Concrete Wash-Out, complete and in place per each	1	EA	\$1,000.00	\$1,000.00
6	Install and Maintain Silt Fence, complete and in place per linear foot	11,596	LF	\$3.00	\$34,788.00
<b>SUBTOTAL EROSION CONTROL ITEMS:</b>					<b>\$101,861.02</b>

**TOTAL COST ESTIMATE**

**\$6,184,324.71**



CARLSON, BRIGANCE & DOERING, INC.  
 ID# F3791

3-31-22



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8F

**TITLE:**

Consider action to approve Resolution No. R-2022-41 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners, L.P. for Bastrop Grove, Section 3, Lot 8, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, Director of Planning and Development

**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.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Planning Director recommends City Council Consider action to approve Resolution No. R-2022-41 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with 71 Retail Partners, L.P. for Bastrop Grove, Section 3, Lot 8, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2022-41
- Exhibit A – Bastrop Grove, Section 3, Lot 8 Public Improvement Plan Agreement

**RESOLUTION NO. R-2022-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH 71 RETAIL PARTNERS, L.P. FOR BASTROP GROVE, SECTION 3, LOT 8, 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 (B<sup>3</sup>) 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 71 Retail Partners, L.P. has an approved Preliminary Plat and Public Improvement Plan for the construction of a single commercial lot; and

**WHEREAS**, The City Council also understands the importance of the required public and subdivision 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 12<sup>th</sup> day of April, 2022.

**APPROVED:**

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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 SECTION 3, LOT 8***

The State of Texas

County of Bastrop

WHEREAS, 71 RETAIL PARTNERS, LP., 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 SECTION 3, LOT 8, a development in the City of Bastrop, Texas: being 1 LOT; 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 DOUGLAS MACMAHON, 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 private drainage improvements; 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 SECTION 3, LOT 8 approved by the City on February 11, 2022.

## **Public Improvement Plan Agreement – *BASTROP GROVE SECTION 3, LOT 8***

### **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 drainage infrastructure costs.
- 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 Final Drainage Plans in pdf format and in CAD/GIS format;
  2. 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:

## **Public Improvement Plan Agreement – *BASTROP GROVE SECTION 3, LOT 8***

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 Estimate 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

N/A

**Public Improvement Plan Agreement – BASTROP GROVE SECTION 3, LOT 8**

**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 Drainage Improvements**

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

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Drainage Facilities	\$ 11,006.50	\$ 13,758.13	\$0.00
Total Construction Cost	\$ 11,006.50	\$ 13,758.13	\$0.00

**2.20 Summary of Infrastructure (Development) Assurance Amounts**

	<b>Final Assurance Amount</b>
Drainage Facilities	\$ 13,758.13
Total Development Assurance Amounts	\$ 13,758.13



**Public Improvement Plan Agreement – BASTROP GROVE SECTION 3, LOT 8**

**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 and 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.

3.20 Sidewalks

The Developer shall be responsible for installing sidewalks along right-of-ways on open space lots and other lots that will not contain single family residential units within BASTROP GROVE as shown on the approved Public Improvement Plans, as required by the Master Transportation Plan. All sidewalks shall be in compliance with the City's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.0 Screening Wall, Landscaping, and Irrigation

N/A

3.30 Street Lights

N/A

3.40 Street Name and Regulatory Signs

N/A

RECOMMENDED:

  
Curtis Hancock  
Public Works Director

4/4/22  
Date

3.50 Land Dedication

N/A

## **Public Improvement Plan Agreement – *BASTROP GROVE SECTION 3, LOT 8***

### 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 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 final plat recording date.

### 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 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

**Public Improvement Plan Agreement – *BASTROP GROVE SECTION 3, LOT 8***

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 Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to

**Public Improvement Plan Agreement – BASTROP GROVE SECTION 3, LOT 8**

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 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

## **Public Improvement Plan Agreement – *BASTROP GROVE SECTION 3, LOT 8***

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.

### 4.33 Venue

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

**Public Improvement Plan Agreement – BASTROP GROVE SECTION 3, LOT 8**

4.40 Dedication of Infrastructure Improvements

N/A

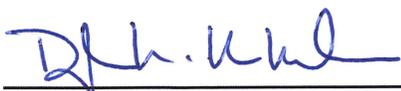
4.50 Assignment

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 any and all Development assurances and responsibilities set forth herein.

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 \_\_\_\_\_, 2022.

**BASTROP GROVE SECTION 3, LOT 8**

***City of Bastrop, Texas***



\_\_\_\_\_  
Douglas MacMahon  
71 Retail Partners, LP

\_\_\_\_\_  
Paul A. Hofmann  
City Manager

ATTEST:

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

\_\_\_\_\_  
Date

**Public Improvement Plan Agreement – BASTROP GROVE SECTION 3, LOT 8**

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Date

Distribution of Originals:

Developer  
City Secretary  
Planning and Development Department

**ENGINEER'S COST ESTIMATE  
BASTROP GROVE SECTION 3 LOT 8**

DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. DRAINAGE</b>				
Drainage Ditch Grading complete and in place per linear ft	25	LF	\$75.00	\$1,875.00

**SUBTOTAL DRAINAGE ITEMS: \$1,875.00**

II. SIDEWALK/EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil,	300	SY	\$2.50	\$750.00
5' Sidewalk complete and in place per linear foot	210	LF	\$28.00	\$5,880.00
Construction Entrance	1	EA	\$1,000.00	\$1,000.00
Install and Maintain Silt Fence, complete and in place per linear foot	546	LF	\$2.75	\$1,501.50

**SUBTOTAL EROSION CONTROL ITEMS: \$9,131.50**

**TOTAL CONSTRUCTION COST ESTIMATE \$11,006.50**

Prepared By:

Carlson, Brigance, & Doering, INC.  
Firm Id # 3791

Brendan P. McEntee, P.E.  
12129 Ranch Road 620 North, Suite 600  
Austin, Texas 78750





# STAFF REPORT

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**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8G

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2022-10 of the City Council of the City of Bastrop, Texas, amending Chapter 9, "Personnel," by adopting Chapter 9, Article 9.05, Division 2; and amending Divisions 3 and 6; and Chapter 9, Article 9.09, Divisions 2, 3, and 4; by creating the Chief of Police position and removing the remaining references to the repealed Director of Public Safety position; and by reassigning duties formerly delegated to the Director of Public Safety and clarifying the duties and authority of the Chief of Police and Fire Chief; and providing for findings of fact, enactment, a repealer, and severability; establishing an effective date; proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

Tanya L. Cantrell, Human Resources Director  
Alan Bojorquez, City Attorney

**BACKGROUND/HISTORY:**

The City Council of the City of Bastrop, Texas adopted Ordinance 2020-34, which removed the Director of Public Safety position. The Director of Public Safety position incorporated the duties being performed by the Chief of Police. Ordinance 2020-34 repealed the Director of Public Safety position with the intention of reassigning those duties to the Chief of Police who was performing those duties. This amendment adds the Chief of Police position, and establishes qualifications, compensation, supervision, and duties for the Chief of Police.

This amendment also removes the remaining references to the Director of Public Safety in Chapter 9 and reassigns any duties previously assigned to the Director of Public Safety to either the Chief of Police or the Fire Chief.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Tanya Cantrell, Human Resource Director, recommends approval of the second reading of Ordinance No. 2022-10 of the City Council of the City of Bastrop, Texas amending Chapter 9, "Personnel," by adopting Chapter 9, Article 9.05, Division 2; and amending Divisions 3 and 6; and Chapter 9, Article 9.09, Divisions 2, 3, and 4; by creating the Chief of Police position and removing the remaining references to the repealed Director of Public Safety position; and by reassigning duties formerly delegated to the Director of Public Safety and clarifying the duties and authority of the Chief of Police and Fire Chief; and providing for findings of fact, enactment, a repealer, and severability; establishing an effective date; proper notice and meeting.

**ATTACHMENTS:**

- Ordinance No 2022-10

**CITY OF BASTROP**

**ORDINANCE NO. 2022 - 10**

**CREATING CHIEF OF POLICE POSITION AND REMOVING  
REMAINING REFERENCES TO DIRECTOR OF PUBLIC SAFETY  
POSITION AND CLARIFICATION OF DUTIES AND AUTHORITY  
OF CHIEF OF POLICE AND FIRE CHIEF**

**AN ORDINANCE OF THE CITY OF BASTROP AMENDING CHAPTER 9 OF THE CITY CODE OF ORDINANCES; CREATING THE CHIEF OF POLICE POSITION AND REMOVING THE REMAINING REFERENCES TO THE REPEALED DIRECTOR OF PUBLIC SAFETY POSITION; AND REASSIGNING DUTIES FORMERLY DELEGATED TO THE DIRECTOR OF PUBLIC SAFETY AND CLARIFYING THE DUTIES AND AUTHORITY OF THE CHIEF OF POLICE AND FIRE CHIEF; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; PROPER NOTICE AND MEETING.**

**WHEREAS,** pursuant to the authority granted under City of Bastrop Home Rule Charter Section 4.04, Powers and Duties of the City Manager, and Code of Ordinances Section 9.02.005, Powers and duties, the City of Bastrop's City Manager has engaged in a limited reorganization of certain city staff positions including the abolition of the Director of Public Safety job title, which was previously a shared duty of the Chief of Police, and creating the Chief of Police position; and

**WHEREAS,** pursuant to Article III of Bastrop's Home Rule Charter, the City Council has the authority to establish, consolidate, or abolish administrative departments; and

**WHEREAS,** City of Bastrop City Council finds it to be reasonable and necessary to amend the Code of Ordinances to be consistent with the current organizational chart and allocation of certain duties; and

**WHEREAS,** the City Council has determined that it is in the best interests of the City and its residents to create the municipal office of Chief of Police, establish qualifications for the Chief of Police, compensation, supervision, and duties for the Chief of Police as provided for in this Ordinance; and

**WHEREAS,** the City Council finds the attached amendments reasonable and necessary.

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

## **1. FINDINGS OF FACT**

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

## **2. AMENDMENT**

Chapter 9, Article 9.05, Division 2 of the City of Bastrop Code of Ordinances is hereby adopted; and Chapter 9, Article 9.05, Divisions 3 and 6 are hereby amended; and Chapter 9, Article 9.09, Divisions 2, 3, and 4 are hereby amended, and after such amendment, shall read in accordance with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A.*

## **3. REPEALER**

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

## **4. SEVERABILITY**

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

## **5. CODIFICATION**

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

## **6. EFFECTIVE DATE**

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

**7. PROPER NOTICE & MEETING**

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

**READ & ACKNOWLEDGED** on First Reading on this, the 22nd day of March 2022.

**READ & APPROVED** on the Second Reading on this, the 12th day of April 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **Bastrop Code of Ordinances**

### **Chapter 9: Personnel**

#### **Article 9.05 - Public Safety**

#### **Division 2: Chief of Police**

Sec. 9.05.021 - Creation of the office of Chief of Police. The position of Chief of Police is hereby created.

Sec. 9.05.022 - Qualifications. The Chief of Police shall be a person qualified by training and experience to properly carry out the duties of this office.

Sec. 9.05.023 - Appointment. The Chief of Police shall be appointed by the City Manager.

Sec. 9.05.024 - Supervision. The Chief of Police shall report directly to the City Manager and shall be independent of any other city office, provided that the Chief of Police shall perform all the duties and responsibilities as may be required as the head of the Police Department.

Sec. 9.05.025 - Term/at will employee. The Chief of Police is an "at will" employee of the city and is subject to the provisions of the city's personnel policies, the city's ordinances, and the city's Home Rule Charter.

Sec. 9.05.026 - Compensation. The Chief of Police shall receive as compensation for services a salary set in accordance with the city's wage and compensation plan, approved by the City Manager in accordance with the adoption of same as set forth in the city's annual operating budget, as adopted and approved by the City Council.

Sec. 9.05.027 - Supervision of police department and police force. The Chief of Police shall exercise general supervision over the city's police department and municipal police force and shall report to the City Manager any failure to perform official duties or any abuse of authority.

Sec. 9.05.028 - Powers and duties of the Chief of Police. The Chief of Police shall:

- (1) Appoint an Assistant Chief of Police, with the advice and consent of the City Manager.
- (2) Attend, in person or by delegation to the Assistant Chief of Police or others, all sessions of the municipal court and shall promptly and faithfully execute all writs and process issued out of the court.
- (3) Have like powers with the sheriff of the county to execute search warrants.
- (4) Actively quell riots, disorders and disturbances within the city, and shall take into custody all persons offending against the peace of the city.

- (5) Accept suitable bail for appearances before the municipal court.
- (6) Arrest without warrant all persons who violate the peace of the city, or who obstruct or interfere with the execution of police duties, or persons guilty of disorderly conduct.
- (7) Attend, in person or by delegation to the Assistant Chief of Police, all meetings of the City Council.
- (8) Perform such other duties as may be from time to time required by the City Manager.

Sec. 9.05.029 - Delivery of monies collected to City Secretary; reports of fines collected.

The Chief of Police shall pass over all fines or other monies collected to the City Secretary at least once each month and file with the City Secretary a monthly statement, subscribed by him, of all fines collected, from whom collected, and the amount of each.

**Article 9.05 – Public Safety**  
**Division 3: Assistant Chief of Police**

Sec. 9.05.033 - Appointment. The Assistant Chief of Police shall be appointed by the Chief of Police, with the consent of the City Manager.

Sec. 9.05.034 - Supervision. The Assistant Chief of Police shall report directly to the Chief of Police.

Sec. 9.05.037 - Supervision of police force. The Assistant Chief of Police shall exercise general supervision over the police force, subject to the supervision and control of, and as from time to time delegated by, the Chief of Police.

Sec. 9.05.038 - Powers and duties. The Assistant Chief of Police shall:

- (1) Attend in person as directed and delegated by the Chief of Police, all sessions of the municipal court and shall promptly and faithfully execute all writs and process issued out of the court.
- (2) Have like powers with the Sheriff of the county to execute search warrants.
- (3) Actively quell riots, disorders, and disturbances within the city, and shall take into custody all persons offending against the peace of the city.
- (4) Accept suitable bail for appearances before the municipal court.
- (5) Arrest without warrant all persons who violate the peace of the city, or who obstruct or interfere with the execution of police duties, or persons guilty of disorderly conduct.
- (6) Attend in person as directed and delegated by the Chief of Police, all meetings of the City Council.
- (7) Perform such other duties as may be from time to time required by the City Manager or the Chief of Police.

**Article 9.05 – Public Safety**  
**Division 6: Reserve Police Unit**

Sec. 9.05.132 - Membership; control by the Chief of Police. The reserve police unit shall be a volunteer organization with a membership restricted to no more than ten (10) reputable citizens to be selected by the Chief of Police, or by the Assistant Chief of Police as delegated by the Chief of Police, and approved by the City Manager. The reserve unit will be under the control and direction of the Chief of Police, or as delegated by the Chief of Police, under the control and direction of the Assistant Chief of Police.

Sec. 9.05.133 - Operation generally. The reserve police unit shall be operated under basic policies and rules as established by the Chief of Police and approved by the City Manager. The Chief of Police, or as delegated by the Chief of Police, the Assistant Chief of Police, shall be responsible for ensuring that the policies and rules of the unit are adhered to, and for the development of training programs and operating procedures.

Sec. 9.05.134 - Police powers. Members of the reserve police unit shall act in the capacity of police officers only upon the direction and under the immediate supervision of the Chief of Police, or as delegated by the Chief of Police, upon the direction and under the supervision of the Assistant Chief of Police. A member of the reserve police unit shall have no police authority or power except when specifically assigned to duty by the Chief of Police, or the Assistant Chief of Police, as delegated by the Chief of Police.

**ARTICLE 9.09 - Bastrop Volunteer Fire Department**  
**Division 2 – Bastrop Volunteer Fire Department**

Sec. 9.09.013 - Volunteer members of the Bastrop Volunteer Fire Department. The Bastrop Volunteer Fire Department depends on a largely volunteer force to fulfill its authorized purpose. Bastrop Volunteer Fire Department volunteer firefighters are under the supervision, control, and direction of the Fire Chief. The Fire Chief, with consent from the City Manager, shall issue eligibility requirements for volunteer members, and shall have the authority to grant and revoke volunteer membership in the Bastrop Volunteer Fire Department, provided, however, that volunteer firefighters who are currently members of the organization known as "Bastrop Fire Department, Inc." shall be considered automatically eligible as volunteer members of the Bastrop Volunteer Fire Department upon their decision to so join the Bastrop Volunteer Fire Department for the first thirty (30) days following the effective date of this ordinance. The volunteer members of the Bastrop Volunteer Fire Department shall be subject to rules, regulations, and bylaws as authorized by the Fire Chief and the City Manager, and shall be subject to the provisions of this code of ordinances and the statutes of this state.

Sec. 9.09.014 - Election of officers. The members of the Bastrop Volunteer Fire Department shall elect officers subject to the requirements of the bylaws authorized by the Fire Chief and the City Manager.

**ARTICLE 9.09 - Bastrop Volunteer Fire Department**  
**Division 3 –Fire Chief**

Sec. 9.09.022 - Appointment. The Fire Chief shall be appointed by the City Manager.

Sec. 9.09.023 - Supervision. The Fire Chief of the Bastrop Volunteer Fire Department shall report directly to the City Manager.

Sec. 9.09.027 - Supervision of Bastrop Volunteer Fire Department employees and volunteers. The Fire Chief shall exercise general supervision over the Bastrop Volunteer Fire Department and shall report to the City Manager any failure to perform official duties or any abuse of authority.

Sec. 9.09.029 - Delegation of duties. The Fire Chief may delegate to an Assistant Fire Chief such duties as the Fire Chief shall determine, with the consent of the City Manager.

**Division 4 –Fire Inspector**

Sec. 9.09.031 - Appointment. The Fire Inspector shall be appointed by the Fire Chief, by and with the consent of the City Manager.

Sec. 9.09.036 - Prosecution of arsonists. If, in the opinion of the Fire Inspector, there is sufficient evidence to indicate that a fire or explosion was caused by design or was incendiary in nature, the Fire Inspector shall turn over such evidence and related information to the Fire Chief, or, as delegated by the Fire Chief, to the Assistant Chief of Police for further investigation. The fire inspector shall assist the investigation as may be necessary and practical.



# STAFF REPORT

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**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 8H

**TITLE:**

Consider action to approve Resolution No. R-2022-38 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 CenterPoint’s proposed effective date for forty-five days; authorizing the city’s continued participation 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.

**STAFF REPRESENTATIVE:**

Ann Franklin, City Secretary

**RECOMMENDATION**

Ann Franklin, City Secretary, recommends approving Resolution No. R-2022-38 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 CenterPoint’s proposed effective date for forty-five days; authorizing the city’s continued participation 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.

**ATTACHMENT**

- Resolution
- Information Sheet

**RESOLUTION NO. R-2022-38**

**A RESOLUTION BY 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 CENTERPOINT’S PROPOSED EFFECTIVE DATE FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION 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.**

**WHEREAS:** on or about March 3, 2022 CenterPoint Energy Resources Corp., South Texas Division (“CenterPoint”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP”), resulting in a requested increase in the monthly customer charges as shown in the table below:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2022 Interim Rate Adjustment</b>	<b>Adjusted Charge</b>	<b>Increase Per Bill</b>
R-2097-I-GRIP 2022; R-2097-U-GRIP 2022 Residential	\$24.92 per customer per month	\$2.11 per customer per month	\$27.03 per customer per month	\$2.11 per customer per month
GSS-2097-I-GRIP 2022; GSS- 2097-U-GRIP 2022 General Service Small	\$37.05 per customer per month	\$4.37 per customer per month	\$41.42 per customer per month	\$4.37 per customer per month
GSLV-628-I-GRIP 2022; GSLV- 628-U-GRIP 2022 General Service Large Volume	\$174.04 per customer per month	\$36.29 per customer per month	\$210.33 per customer per month	\$36.29 per customer per month

and

**WHEREAS:** The City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS:** The application to increase rates by CenterPoint is complex; and

**WHEREAS:** It is necessary to suspend CenterPoint’s proposed effective date of May 2, 2022, for its increase in rates for forty-five days so that the City can assure itself that the data and calculations in CenterPoint’s rate application are in accordance with the Section 104.301 of the Gas Utility Regulatory Act; and

**WHEREAS:** The effective date proposed by CenterPoint is May 2, 2022 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 16, 2022.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

**Section 3.** The City shall continue its participation with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities.

**Section 4.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

**Section 5.** To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses.

**Section 6.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 7.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this 12<sup>th</sup> day of April 2022.

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**Connie B. Schroeder, Mayor**

**ATTEST:**

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**Ann Franklin, City Secretary**

## AGENDA INFORMATION SHEET

### AGENDA ITEM NO. 8H

**ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., SOUTH TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM, FOR 45 DAYS, AND AUTHORIZE THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ALLIANCE OF CENTERPOINT MUNICIPALITIES" ("ACM")**

#### **ALLIANCE OF CENTERPOINT MUNICIPALITIES**

The City is a member of the Alliance of CenterPoint Municipalities ("ACM"). ACM was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

#### **"GRIP" RATE APPLICATION**

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program," and is also referred to as an "Interim Rate Adjustment" ("IRA").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's opinion has severely limited a city's ability to perform a meaningful review of a gas-utility's GRIP filing.

#### **CENTERPOINT'S "GRIP" APPLICATION**

On about March 3, 2022 CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP") (Gas Utility Regulatory Act, § 104.301) and proposed an effective date of May 2, 2022, for its increase in rates. CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2022 Interim Rate Adjustment</b>	<b>Adjusted Charge</b>	<b>Increase Per Bill</b>
R-2097-I-GRIP 2022; R-2097-U-GRIP 2022 Residential	\$24.92 per customer per month	\$2.11 per customer per month	\$27.03 per customer per month	\$2.11 per customer per month
GSS-2097-I-GRIP 2022; GSS- 2097-U-GRIP 2022 General Service Small	\$37.05 per customer per month	\$4.37 per customer per month	\$41.42 per customer per month	\$4.37 per customer per month
GSLV-628-I-GRIP 2022; GSLV- 628-U-GRIP 2022 General Service Large Volume	\$174.04 per customer per month	\$36.29 per customer per month	\$210.33 per customer per month	\$36.29 per customer per month

CenterPoint’s proposed increase results in the following percentage increases in *base rates* in an average customer’s bill. “Base rates” recover those elements of CenterPoint’s costs over which it has direct control, which *excludes* the cost of gas:

**With Service at 14.65 psi:**

Residential Customer: 6.6% increase in average customer’s bill  
Commercial Customer: 6.7% increase in average customer’s bill  
General Service – Large Volume: 9.7% increase in average customer’s bill

*Including the cost of gas*, CenterPoint’s proposed increase results in the following percentage increases in an average customer’s bill:

Residential Customer: 4.3% increase in average customer’s bill  
Commercial Customer: 2.2% increase in average customer’s bill  
General Service – Large Volume: 1.5% increase in average customer’s bill

**With Service at 14.95 psi:**

Residential Customer: 6.6% increase in average customer’s bill  
Commercial Customer: 6.6% increase in average customer’s bill

*Including the cost of gas*, CenterPoint’s proposed increase results in the following percentage increases in an average customer’s bill:

Residential Customer: 4.3% increase in average customer’s bill  
Commercial Customer: 2.1% increase in average customer’s bill

**REVIEW AND ACTION RECOMMENDED**

Although the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure

compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, ACM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 2, 2022, CenterPoint's proposed effective date is suspended until June 16, 2022.



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 9A

**TITLE:**

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-13 of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, Section 8.4.001 Standards for Temporary Signs (b) Banner Signs of the Bastrop Building Block B3 code (adopted by reference in Chapter 14.01 of the Code of Ordinances), as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, AICP, LEED AP, Director of Planning & Development

**BACKGROUND/HISTORY:**

At the March 8, 2022, City Council provided direction to staff to bring back amendments to the B<sup>3</sup> Code, Chapter 8 Signs, regarding temporary Banner Signs. Below are the amendments being proposed at this time:

- Article 8.4 Temporary Signs
  - Increase the amount of time that a site can have a banner for one year.
  - Banner can be changed within the permitted period as long as banner location on the site does not change.
  - Included requirement that banners cannot be placed in the right-of-way.

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

The P&Z held a public hearing and considered the amendments at their regular meeting on March 31, 2022 and unanimously recommended approval.

**RECOMMENDATION:**

Hold a public hearing and consider action to approve the first reading of Ordinance No. 2022-13 of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, Section 8.4.001 Standards for Temporary Signs (b) Banner Signs of the Bastrop Building Block B3 code (adopted by reference in Chapter 14.01 of the Code of Ordinances), as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date

**ATTACHMENTS:**

- Ordinance 2022-13
- Exhibit A - Amendments to Bastrop Building Block (B3) Code: Chapter 8 – Signs, Section 8.4.001 Standards for Temporary Signs (b) Banner Signs
- Presentation

**ORDINANCE NO. 2022-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING AMENDMENTS TO CHAPTER 8 – SIGNS, SECTION 8.4.001 STANDARDS FOR TEMPORARY SIGNS (B) BANNER SIGNS OF THE BASTROP BUILDING BLOCK B3 CODE (ADOPTED BY REFERENCE IN CHAPTER 14.01 OF THE CODE OF ORDINANCES), AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, AND ENFORCEMENT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City’s rich heritage and unique ecological makeup; and

**WHEREAS**, controlled placement of signs could have a positive impact on the businesses and economic development of the City; and

**WHEREAS**, the uncontrolled placement of signs could have a negative impact on the health, safety, and aesthetics of the City; and

**WHEREAS**, regulation of signs in the City will substantially promote the City’s interest in preserving the aesthetic beauty of the City while also promoting economic development; and

**WHEREAS**, the Bastrop Building Block (B<sup>3</sup>) Code, was adopted on November 12, 2019, which included Chapter 8 - Signs; and

**WHEREAS**, Chapter 8 – Signs was amended on June 22, 2021; and

**WHEREAS**, through implementation of the B<sup>3</sup> Code Chapter 8 – Signs, amendments have been identified to improve the regulation of signs; and

**WHEREAS**, the amendments to the B<sup>3</sup> Code, Chapter 8 - Signs was recommended for approval by the Planning and Zoning Commission on March 31, 2022.

**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 Ordinance by reference as findings of fact as if expressly set forth herein.

**Section 2: Adoption and Amendment**

The City Council hereby adopts the amendments to the Bastrop Building Block (B3) Code, as attached in Exhibit A.

**Section 3: Repealer**

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

**Section 4: Severability**

If any provision of this 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 Ordinance that can be given effect without the invalid provision.

**Section 5: Enforcement**

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

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 6: Effective Date**

This Ordinance shall be effective immediately upon passage and publication.

**READ & ACKNOWLEDGED** on First Reading on the 12<sup>th</sup> day of April 2022.

**READ & APPROVED** on the Second Reading on the 26<sup>th</sup> day of April 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

.....  
**ARTICLE 8.4 TEMPORARY SIGNS**  
.....

**SEC. 8.4.001 STANDARDS FOR TEMPORARY SIGNS**

Temporary signs are allowed for a limited time period in accordance with the permitting requirements.

(a) Permits Required for:

- (1) Banner Signs
- (2) Construction Site Signs
- (3) Development Information Signs

(b) Banner Signs

- (1) Maximum sign area is forty-eight (48) square feet and not to exceed 75% of the building or lease space width upon which the sign is to be located.
- (2) Maximum banner height dimension is four (4) feet.
- (3) ~~One~~ A banner sign may be placed on a property **at a single location for a maximum of one year. The Banner can be changed within the permitted period as long as banner location on the site does not change. ~~two (2) weeks, four (4) times per calendar year. The periods may be combined.~~** Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(4) All four (4) corners of a banner sign shall be securely attached to the building, fence, or yard stakes less than 5 feet in height.

(5) **Banner signs shall not be placed on the public right-of-way, or Sight Triangle.** ~~Signs cannot be located within the Sight Triangle, as defined in the B<sup>3</sup> Technical Manual Section 2.0.011.~~

(c) Bandit Signs

- (1) Bandit signs shall not exceed four (4) square feet and shall not be more than three (3) feet above the natural grade.
- (2) Bandit signs shall be authorized for new residential subdivisions during the development and sale phases only.
- (3) Bandit signs shall not be placed on the public right-of-way, or within the sight visibility triangle of an intersection.
- (4) The posting of bandit signs shall only be allowed between the hours of 5:00 a.m. Saturday through 6:00 a.m. Monday.
- (5) The bandit signs shall be set back from the property line a minimum of five (5) feet and shall not exceed three (3) feet in height above the natural grade.

# Items for Individual Consideration

Hold public hearing and consider action to approval Ordinance No. 2022-xx of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, Section 8.4.001 Standards for Temporary Signs (b) Banner Signs of the Bastrop Building Block B3 code (adopted by reference in Chapter 14.01 of the Code of Ordinances), as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date.



# Background

- March 8, 2022 - City Council meeting
  - Received feed back from the public
  - Directed Staff to bring back amendments to the B<sup>3</sup> Code, Chapter 8 Signs, regarding temporary Banner Signs.
- Amendments being proposed at this time:
  - Article 8.4 Temporary Signs
    - Increase the amount of time that a site can have a banner for one year.
    - Banner can be changed within the permitted period as long as banner location on the site does not change.
    - Included requirement that banners cannot be placed in the right-of-way.

# Exhibit A

(3) ~~One~~ **A** banner sign may be placed on a property **at a single location for a maximum of one year. The Banner can be changed within the permitted period as long as banner location on the site does not change.** ~~two (2) weeks, four (4) times per calendar year.~~ ~~The periods may be combined.~~ Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as allowed per this article.

(5) **Banner signs shall not be placed on the public right-of-way, or Sight Triangle.** ~~Signs cannot be located~~ within the Sight Triangle, as defined in the B3 Technical Manual Section 2.0.011.

# Planning & Zoning Commission Recommendation:

The P&Z held a public hearing and considered the amendments at their regular meeting on March 31, 2022, and unanimously recommended approval.





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 9B

**TITLE:**

Consider action to approve Resolution No. R-2022-13 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-One Thousand Two Hundred Sixty-Two Dollars (\$31,262), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program in compliance with all applicable laws and regulations to cover the uninsured or otherwise under insured portion of the flight charges that may be incurred by members requiring emergency air medical transportation.

The City of Bastrop has contracted with PHI since February 2020. Our current agreement ends April 30, 2022. The contract is based on the number of households. The City of Bastrop has approximately 4,466 households in the Incorporated City of Bastrop. By approving this contract, the residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms of this Agreement. The cost of these memberships is a total amount of \$31,262 and a term of one (1) year. This is an increase of \$9,126 over the FY2021 amount. This is due to more households and a \$1 increase in the membership fee. This agreement meets the "Community Safety" focus area of the City Council of the City of Bastrop.

**FISCAL IMPACT:**

This contracted amount is being requested in the budget amendment that is on this council agenda.

**RECOMMENDATION:**

Tracy Waldron, CFO recommends approval of Resolution No. R-2022-13 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-One Thousand Two Hundred Sixty-Two Dollars (\$31,262), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

**ATTACHMENTS:**

- Resolution R-2022-13
- Agreement for PHI Cares Membership

**RESOLUTION NO. R-2022-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT WITH PHI HEALTH, LLC DBA PHI AIR MEDICAL FOR ANNUAL MEMBERSHIP FOR EMERGENCY AIR MEDICAL TRANSPORT IN THE AMOUNT OF THIRTY-ONE THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS (\$31,262) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council identified “Community Safety” as a Focus Area; and

**WHEREAS**, the City of Bastrop has approximately 4,466 households in the Incorporated City of Bastrop; and

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the “PHI Cares Program”) in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, the City of Bastrop desires to enter into this Agreement with PHI whereby the Residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

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

**SECTION 1.** That the City Manager is hereby authorized to execute a contract with PHI Health, LLC dba PHI Air Medical, at a cost of Thirty-One Thousand Two Hundred Sixty-Two Dollars (\$31,262) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found PHI Health LLC, dba PHI Air Medical, to be subject matter experts in the field of providing air ambulance services.

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

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

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of April 2022.

**APPROVED**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

**AGREEMENT FOR PHI CARES MEMBERSHIPS  
FOR  
THE CITY OF BASTROP, TEXAS**

This Agreement for PHI Cares Memberships for City Residents (this "Agreement") is made effective the **1st day of May 2022** (the "Effective Date") between **the City of Bastrop, Texas** ("City") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). City and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

**Recitals**

**WHEREAS**, City has approximately **4,466 households** in the **Incorporated City of Bastrop, in the State of Texas**, with approximately **11,611 residents** living in these households (each a "Resident" and collectively, the "Residents");

**WHEREAS**, PHI is an air ambulance company that is licensed in the **State of Texas** and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, City desires to enter into this Agreement with PHI whereby the Residents within City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

**Article I.**

**Scope of Agreement and Term**

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by City for the benefit of City Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **April 30, 2023** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

**Article II.**

**PHI Memberships**

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, City is purchasing PHI Cares memberships for the households and the Residents residing in these households of City (individually, a "Member" and collectively, the "Members") for a total annual amount equal to **\$31,262.00** (the "Annual Fee"). The Annual Fee is based on an expectation of **4,466 households** at a rate of **\$7.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. City and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in City. Any calls for air medical transports in City shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for an Incorporated City Resident requiring PHI to provide air medical transport from a pickup location within the City of Bastrop, Texas or Bastrop County, Texas (the "City Service Area").
- (b) **Membership ID #.** PHI will provide the City with a supply of **5,000 membership cards** which the City will distribute and make available to the Residents of Bastrop, Texas. This membership card will contain the Membership ID # for the City of Bastrop and the contract expiration date.
- (c) **Notifying PHI.** It is the responsibility of City or any transported Resident of the Incorporated City of Bastrop to contact PHI and notify it that an Incorporated City Resident has been transported by PHI and to provide PHI with the name of such Resident. In addition, in order to avoid receiving a bill for their medical transport, Residents should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is a Resident of City) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (f) **Roster of Incorporated City Residents.** The City shall provide PHI with a roster each calendar quarter, which will contain, at a minimum a list of the physical address of each Incorporated City Resident.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the incorporated boundaries of City may elect to upgrade their membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the City Service Area, for an additional **\$45.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: [www.phicare.com](http://www.phicare.com), or contact the membership office for a copy. To obtain this upgrade, City of Bastrop, Texas Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

2.7 Refunds. No refunds will be extended to City (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

### **Article III. Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund City the prorated amount of the Annual Fee for the remainder of the Term. In the event that City terminates this Agreement for convenience pursuant to this Section 3.1, City shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### **3.3 Termination for Default.**

(A) City may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from City.

(B) PHI may terminate this Agreement for default if City breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and City's termination pursuant to Section 3.3(A) above, City's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by City and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

### **Article IV. Indemnification and Limitation of Liability**

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to City or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

#### **Article V. Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment.

5.2 Assignment and Delegation. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party may assign any rights or delegate any duties under this Agreement without the other Party's prior written approval, which approval shall not be unreasonably withheld.

5.3 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.4 Applicable Law; Enforcement and Venue; Attorney's Fees. This Agreement shall be enforceable in Bastrop, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Bastrop County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.5 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

**If to City:**

City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602  
Attn: Paul Hofmann, City Manager  
Email: [phofmann@cityofbastrop.org](mailto:phofmann@cityofbastrop.org)

With a copy to:  
Bojorquez Law Firm, P.C.  
Attn: Alan Bojorquez  
12325 Hymeadow Drive, Suite 2100  
Austin, Texas 78750  
[alan@texasmunicipallawyers.com](mailto:alan@texasmunicipallawyers.com)

**If to PHI:**

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: David Motzkin, President  
Email: [dmotzkin@phiairmedical.com](mailto:dmotzkin@phiairmedical.com)

With a copy to:  
PHI Air Medical, L.L.C.  
Attn: Ira Berkowitz, Vice President,  
General Counsel  
Email: [iberkowitz@phiairmedical.com](mailto:iberkowitz@phiairmedical.com)  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.6 Independent Contractor Status. PHI is an independent contractor, and is not the City's employee. PHI's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the City agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

5.7 Counterparts; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

**PHI HEALTH, LLC**  
d/b/a PHI AIR MEDICAL

**CITY OF BASTROP, TEXAS**

By: 

Name: David Motzkin

Title: President

Date: 03/14/2022

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

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

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

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



## **EXHIBIT 1**

### **PHI Cares Membership Terms and Conditions**

#### **Membership**

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

#### **Billing**

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

#### **Eligibility & Availability**

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member.

PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider.

Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at [www.phicare.com](http://www.phicare.com) or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

### **Service Area**

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: [www.phicare.com/coverage.shtml](http://www.phicare.com/coverage.shtml) or contact the membership office directly.

### **Notifying PHI Cares Membership Department of Transport**

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

### **Termination and Renewal of Coverage**

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change.

It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

### **Acknowledgment**

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.



# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 9C

**TITLE:**

Consider action to approve Resolution No. R-2022-37 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Walker Partners for the Old Austin Highway Pavement Rehabilitation to a not-to-exceed amount of Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management

**BACKGROUND/HISTORY:**

The City of Bastrop City Council approved the Old Austin Highway project as part of the City's street rehabilitation program 5-year Capital Improvement Program (CIP).

The City of Bastrop performed a pavement condition index (PCI) study in FY18 and is currently doing another pavement condition that should be completed in the Spring of 2022. The PCI is a numerical index between 0 to 100, which is used to indicate the general condition of the pavement section. City of Bastrop, like many other municipalities use the PCI to measure the condition of their roads. The information collected from the PCI study is used to create a multi-year street maintenance and/or rehabilitation program to maintain and extend the useful life of the streets.

Based on the 2018 study, Old Austin HWY had a PCI score of 68.5 at that time, which indicated a "FAIR" condition. Walker Partners, the Engineer, recommended a roadway rehabilitation strategy which will improve the structural integrity of the roadway, improve the surface condition and the ride quality. A Full Depth Reclamation (FDR) project with a Hot Mix Overlay was proposed by Walker Partners. A Design package was initially prepared by the Engineer approximately 3 years ago, advertised and only two bids were received on June 4, 2019, from Angel Brothers Construction (\$1,012,719.70) and from Aaron Concrete Contractors, LP (\$1,275,811.75). On June 11, 2019, City Council voted to not award the construction contract for this project as bids exceeded Engineer's Estimate.

According to the Engineer, the present roadway conditions will require revisions to the original 2019 design, as well as updated quantities, specifications and new bid documents. Additionally, many of the TxDOT standards provided in 2019 have been revised since then and it will need to be updated on the new plans as required for TxDOT permitting. The professional services contract with Walker Partners will cover plan and construction documents revision, bidding and contract administration phases.

The contract documents are expected to be ready and advertisement for bids to happen in June, 2022. Construction is expected to start in August, 2022 and should last approximately 2

months, striping will occur after the pavement has been in place for 3 weeks. Temporary pavement markings will be in the interim.

The City understands the Old Austin Highway has high traffic and the impacts this construction can cause, so there is a potential that most of the construction will be done at night. To assist with the construction at night, Walker Partners will have a Resident Project Representative full-time during the night work.

The City selected Walker Partners as part of the Request for Qualifications (RFQ) process completed in July 2018, Resolution NO. R-2018-54

**FISCAL IMPACT:**

FY22 Annual Budget

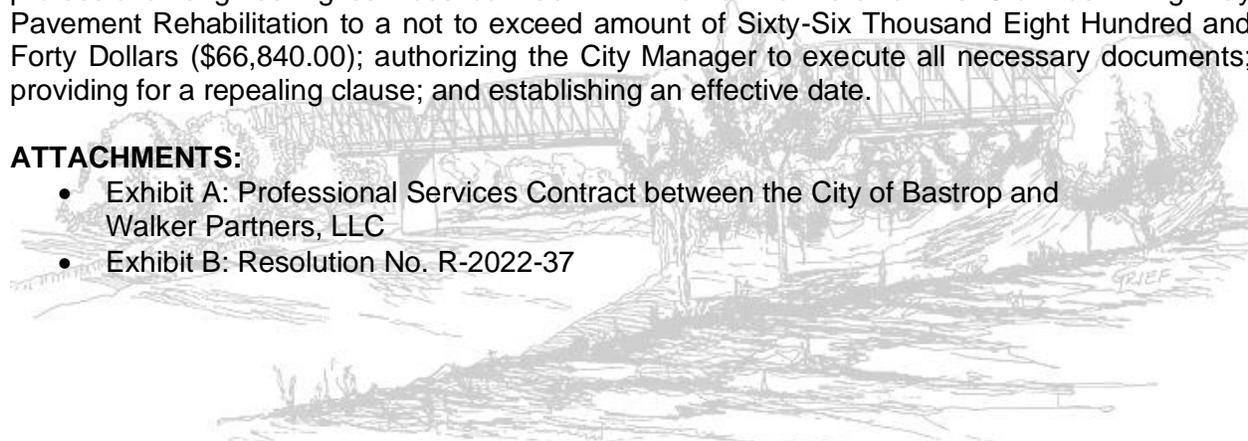
- CO Series 2022

**RECOMMENDATION:**

Approve Resolution No. R-2022-37 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Walker Partners for the Old Austin Highway Pavement Rehabilitation to a not to exceed amount of Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Exhibit A: Professional Services Contract between the City of Bastrop and Walker Partners, LLC
- Exhibit B: Resolution No. R-2022-37



**RESOLUTION NO. R-2022-37**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH WALKER PARTNERS, LLC TO A NOT-TO-EXCEED AMOUNT OF SIXTY-SIX THOUSAND EIGHT HUNDRED AND FORTY DOLLARS (\$66,840.00) FOR THE OLD AUSTIN HIGHWAY PAVEMENT REHABILITATION; AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Bastrop, Texas recognizes that the Old Austin Highway is in need of rehabilitation to extend its useful life; and

**WHEREAS**, the City Council of the City of Bastrop recognizes the importance of maintaining streets and the value added to the community by proper maintenance; and

**WHEREAS**, the City Council of the City of Bastrop, Texas recognizes that tax dollars should be spent responsibly; and

**WHEREAS**, the City Council understands that re-bidding this project is necessary; and

**WHEREAS**, the City of Bastrop will continue to make preventative maintenance a priority for all City Infrastructure.

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

**Section 1:** That the bids received for the 2019 Streets Program Maintenance and Preventative Maintenance Project were formally rejected.

**Section 2:** That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, to a not-to-exceed amount of Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00).

**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,  
Texas this 12<sup>th</sup> day of April, 2022.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney

**CITY OF BASTROP**  
**STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K  
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Walker Partners, LLC acting by R. Alan Munger, P.E. (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Old Austin Highway Pavement Rehabilitation”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address:	Walker Partners 2700 Earl Rudder Freeway, Suite 1600 College Station, Texas 77845 Attn: R. Alan Munger, P.E.
General Description of Services:	Professional Civil Engineering Services
Maximum Contract Amount:	\$66,840.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D. and Scope of Work attached and incorporated hereto as Exhibit A-2.
Contract Parts:	This Contract consists of the following parts:

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

**II. Standard Contractual Provisions.**

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s payments to the

Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The “Notice to Proceed” will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS

LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

### **III. Additional Terms or Conditions.**

#### **Insurance**

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

#### **A. Audit**

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

#### **B. Reports of Incidents**

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or

pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

**IV. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

**V. Signatures.**

**Walker Partners, LLC**

**CITY OF BASTROP**

By: 

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

Printed Name: R. Alan Munger., PE

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

Title: Manager

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

Date: 03/01/2022

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

**EXHIBIT A-1**

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

*(See Attached)*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-846146

Date Filed:  
02/02/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Walker Partners, LLC  
Waco, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Bastrop

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
4-01127.01  
Professional engineering and surveying services in connection with the Old Austin Highway Pavement Rehabilitation project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr. , George E.	Waco, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is George E. Walker, Jr., and my date of birth is 12/26/1960.

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 2nd day of February, 20 22.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT A-2**

Scope of Services **dated February 22, 2022**

*(See Attached)*

## SCOPE AND FEE PROPOSAL

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**To:** City of Bastrop  
**Attn:** Curtis Hancock  
Fabiola DeCarvalho  
**From:** R. Alan Munger, PE  
**Project Name:** Old Austin Highway Pavement Rehabilitation  
**Project No.:** 4-01127.01  
**Date:** February 22, 2022  
**Xc:** File

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### OLD AUSTIN HIGHWAY PAVEMENT REHABILITATION

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Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of Bastrop [City] in connection with the Old Austin Highway Pavement Rehabilitation Project (Project). Based upon our initial discussions, we understand that City intends to move forward with a Flexible Pavement Rehabilitation as was described in Applied Pavement Technologies Pavement Condition Assessment. Design plans were prepared approximately 3 years ago by Walker Partners, advertised and bids were received on June 5, 2019. Ultimately, the City Council voted to not award the project at that time.

Walker Partners scope of services for this proposal will generally consist of providing necessary updates and revisions to the 2019 design plans, bid phase services and construction administration services. As the likelihood of the construction work being performed at night is high, we are also including Resident Project Representative Services with this proposal for your further consideration for this Project.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

#### 1.00 SCOPE OF SERVICES

##### 1.01 ENGINEERING BASIC SERVICES

###### A. Final Design (Phase 40)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
  - a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
    - i) General Notes and Project Specific Notes
    - ii) Legends, Abbreviations, and Symbols
    - iii) Survey Control Plan
    - iv) Planimetric and Topo Survey
    - v) Sedimentation and Erosion Control Plan - prepare a Sedimentation and Erosion Control Plan for the project site including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities.

- b. Paving Plans and Profiles – prepare plans and details for street improvements and roadways. Paving section designs are to be based on recommendations included in the Geotechnical Report prepared by Terracon in 2019.
  - c. Details – provide project-specific details, municipality standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes.
2. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Engineer will obtain permit(s) required to work within and adjacent to TxDOT Right-of-Way. Engineer will assist City in consultations with any other such authorities; and revise the Drawings and Specifications in response to directives from such authorities as necessary to obtain permit approvals needed for construction.
  3. Prepare opinion of probable Construction Cost known to Engineer.
  4. Prepare and furnish Bidding Documents for review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents. Within 21 calendar days of receipt, City shall submit to Engineer any comments.
  5. Revise the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to City within 10 calendar days after receipt of City's comments and instructions.

**B. Bidding or Negotiating (Phase 50)**

1. Assist City in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and lead pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.
4. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, check references, provide award recommendation and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

**C. Construction Administration (Phase 60)**

1. Assist in the preparation of formal Contract Documents as needed for Contract Execution between City and Contractor and as needed for Change Orders and formal Project Close out.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference to include preparation of Agenda, recording of Meeting Minutes and leading discussion prior to commencement of Work at the Site.
3. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Engineer will monitor progress of actual work completed relative to planned progress and address any identified slippage or other anomalies with Contractor.
4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed

work and to determine in general if the work is proceeding in accordance with the Contract Documents.

In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

5. Consult and advise with the City; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with City's approval.
6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. Reviews are to occur in a timely manner and response provided within 5 calendar days. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
7. Obtain and review monthly and final estimates for payments to contractors and furnish to the City any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
8. Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
9. Prepare and submit record drawings to the City.

**D. Construction Staking (Phase 65)**

*Baselines and Benchmarks.* As appropriate, the Engineer shall establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed with construction.

**E. Resident Project Representative (RPR) Services (Phase 70)**

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. The RPR is to provide representation as shown below:

Engineer proposes providing full-time (40-hours per week) Resident Project Representative services for 3 weeks and part-time (8-hrs per week) Resident Project Representative services for the remaining 5 weeks of active construction. Time will be based upon Walker Partners current standard hourly rates.

Resident Project Representative (Inspection) Services (Phase 70)

	<b>Standard Hourly Rate</b>	<b>Hours Per Week</b>	<b>Weeks</b>	<b>Total Hours</b>
Technician (Inspector)	\$ 120.00	40	3	120
Technician (Inspector)	\$ 120.00	8	5	40
<b>Total</b>				<b>160</b>

Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with City, Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Review of Work; Defective Work:
  - a. Report to Engineer and City whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer and City of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
  - c. Advise Engineer and City of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
8. Records:
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
  - b. Prepare a daily report, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - c. Upon request from City to Engineer, photograph or video Work in progress or Site conditions. Review Contractor photos with RPR photos for any potential claims and make recommendations to Engineer.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
9. Reports:
  - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and City copies of all inspection and test reports.

- d. Make phone request to obtain Materials & Construction Testing from City provided 3<sup>rd</sup> party provider. Maintain records of phone discussion with 3<sup>rd</sup> party provider.
  - d. Immediately inform Engineer and City of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Completion:
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of City and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

## **2.00 SCHEDULE FOR SERVICES**

Walker Partners acknowledges the importance of the project schedule to the City and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The City understands, however, that Walker Partners' performance must be governed by sound professional practices. Walker Partners is pleased to provide a separate project schedule outlining each of the items included the above-described scope of services.

## **3.00 FEES**

**3.01 TOTAL COST** For the SCOPE OF SERVICES, outlined above, the Owner agrees to pay Walker Partners a fee not to exceed Sixty-Six Thousand Eight Hundred and Forty Dollars (\$66,840.00) to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

<b>Phase No.</b>	<b>Description</b>	<b>Lump Sum Fee</b>
40	Final Design	\$ 16,285.00
50	Bidding or Negotiating	\$ 7,560.00
60	Construction Administration	\$ 22,250.00
65	Construction Staking	\$ 1,545.00
70	RPR Services (160 Man Hours per Scope)	\$ 19,200.00
	<b>TOTAL COST</b>	<b>\$ 66,840.00</b>

**3.02 ADDITIONAL SERVICES**

Fees for Additional Services not identified in the SCOPE OF SERVICES may be deemed necessary during the course of the project. Payment for additional services will be billed on an hourly basis or at a negotiated fee. Work related to Additional Services will not commence without authorization by the Owner.

**4.00 EXCLUSIONS**

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

The proposed engineering services do not include the following:

- Off-site street and drainage design and drawings
- Additional Geotechnical Investigation
- Environmental Investigation
- Demolition plans
- Construction staking (except as noted)
- Abstracting fee title, easements, restrictions or other encumbrances
- Abandonment of private or public easements
- Subsurface utility engineering survey
- Assistance to the Owner and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities
- Multiple bid packages/multiple construction contracts.

**5.00 ACCEPTANCE OF PROPOSAL**

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to the City of Bastrop (City), Walker Partners (Engineer) will work with City Staff in order to prepare a "Standard Form of Agreement for Professional Services" for review, approval, and execution.

### **Standard Hourly Rates Schedule**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

<b>Classification</b>	<b>Rate</b>
Managing Principal	\$325/hour
Manager II	\$225/hour
Senior Engineer I	\$200/hour
Project Manager II	\$150/hour
Professional V	\$100/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Construction Manager VII	\$150/hour
Construction Manager VI	\$130/hour
Construction Manager V	\$115/hour
Construction Manager IV	\$110/hour
Construction Manager III	\$100/hour
Construction Manager II	\$95/hour
Construction Manager I	\$80/hour
Technician XI	\$160/hour
Support Staff V	\$100/hour
Support Staff IV	\$90/hour
Support Staff III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
1-Man Crew	\$115/hour

City of Bastrop

Old Austin Highway Pavement Rehabilitation

Task No.	Description	M.P.	Mgr II	EIT	Field Crew	P.M.	Const. Mgr VI	Const. Mgr IV	P-XI	Fee
	2022 Hourly Rates	\$325	\$225	\$95	\$135	\$150	\$130	\$110	\$155	
<b>3.00</b>	<b>Final Design*</b>									
3.01	Obtain Permitting		4	2						\$1,090.00
3.02	100% Design Drawings		20	32						\$7,540.00
3.03	Project Specifications		8	4						\$2,180.00
3.04	Final Cost Estimate		4	12						\$2,040.00
3.05	QA/QC Plans (x2) - Updates	2	6	8						\$2,760.00
3.06	Meetings		3							\$675.00
										<b>\$16,285.00</b>
<b>4.00</b>	<b>Bidding &amp; Negotiation</b>									
4.01	Prepare & Assemble Bid Documents		4	4					8	\$2,520.00
4.02	Issue for Bids		2	4					8	\$2,070.00
4.03	Review Bids/Conference		4	4					8	\$2,520.00
4.04	Contractor Selection		2							\$450.00
										<b>\$7,560.00</b>
<b>5.00</b>	<b>Construction Administration</b>									
5.01	Pre-Con Meeting		4	4						\$1,280.00
5.02	Site Visits		60	20						\$15,400.00
5.03	Routine Status Meetings		8	8						\$2,560.00
5.04	Project Close Out		10	8						\$3,010.00
										<b>\$22,250.00</b>
<b>6.00</b>	<b>Resident Project Representative Svcs</b>									
6.01	Construction Staking				7	4				\$1,545.00
6.02	RPR Services						80	80		\$19,200.00
										<b>Task Total = \$20,745.00</b>

**Total Tasks Fee = \$66,840.00**

	MP	M II	EIT	Field Crew	PM	Const. Mgr VI	Const. Mgr IV	P-XI
Total Hours =	2	139	110	7	4	80	80	24

\*New Typ Sections, Gnotes, Quantities, Construction Sequencing Notes/Sections/Plans/Updated Construction Standard Details

M.P. (Managing Principal) is Jed Walker, PE  
 Manager II is Alan Munger, PE  
 EIT (Professional IV) is Clay Schroeder, EIT  
 Professional XI is Amy Jo Moreno and/or Kaelyn Schroeder  
 PM Project Manager is Marty Polk, RPLS  
 2 Man Field Crew (Crew Unspecified)  
 Mark Rudloff Construction Manager VI

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

House Bill 89 Verification Form

I, ROBERT ALAN MUNGER (printed person's name), the undersigned representative of (Company or Business name) WALKER PARTNERS, LLC (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

1-31-2022

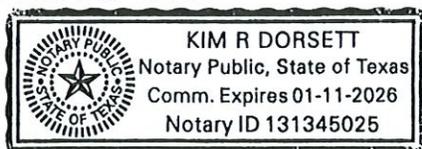
DATE

R. Alan Munger

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 31<sup>st</sup> day of January, 2022, personally appeared R. Alan Munger, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Kim Dorsett

**EXHIBIT B-1**  
**REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C.** All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop  
Engineering and Capital Project Management Department  
P. O. Box 427  
1311 Chestnut Street  
Bastrop, TX 78602**

## INSURANCE REQUIREMENTS

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

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

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> <b>Very High/High Risk</b>	<input checked="" type="checkbox"/> <b>Medium Risk</b>	<input type="checkbox"/> <b>Low Risk</b>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<input type="checkbox"/> <b>Very High/ High Risk</b>	<input checked="" type="checkbox"/> <b>Medium Risk</b>	<input type="checkbox"/> <b>Low Risk</b>
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD  
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)  
 \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence  
 \$2,000,000 aggregate

Other Insurance Required: \_\_\_\_\_

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



# STAFF REPORT

**MEETING DATE:** April 12, 2022

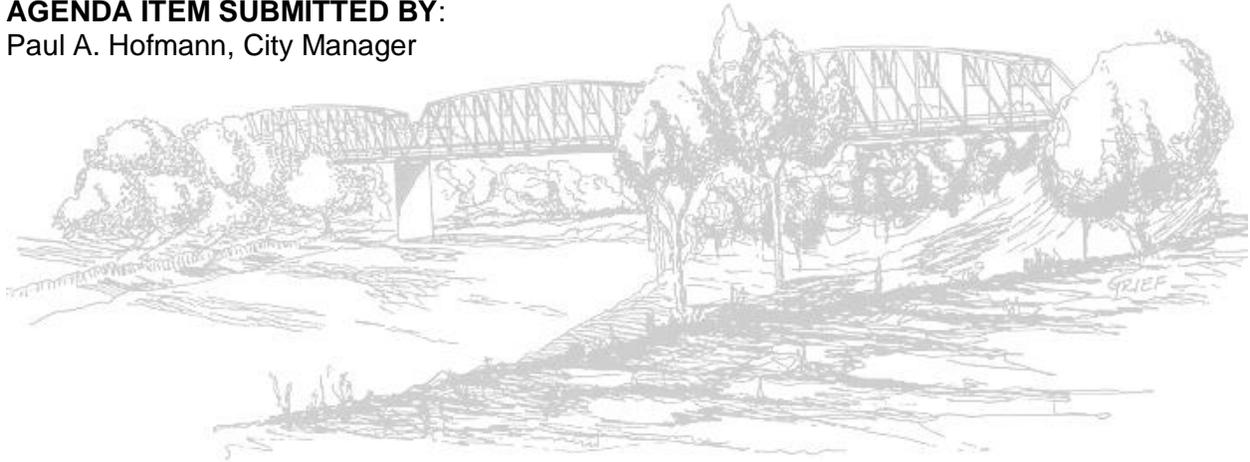
**AGENDA ITEM:** 10A

**TITLE:**

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.086 regarding Resolution No. R-2022-36 of the City Council of the City of Bastrop, Texas, assigning certain rights of first refusal to the Lower Colorado River Authority, attached as 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:**

Paul A. Hofmann, City Manager





# STAFF REPORT

**MEETING DATE:** April 12, 2022

**AGENDA ITEM:** 11

**TITLE:**

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

**STAFF REPRESENTATIVE:**

Paul A. Hofmann, City Manager

