

**CITY OF BASTROP
RESOLUTION NO. R-2021-83
AMENDMENT TO CITY MANGER EMPLOYMENT AGREEMENT**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE
MAYOR OF THE CITY OF BASTROP, TEXAS TO EXECUTE AN
AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT
PROVIDING FOR CERTAIN BENEFITS AS MUTUALLY AGREED UPON BY
THE CITY COUNCIL AND THE CITY MANAGER.**

WHEREAS, the City has retained Paul Hofmann as the City Manager ("Manager"), as provided by the original Employment Agreement ("Agreement"), effective June 23, 2020; and

WHEREAS, it is the desire of the City Council to modify certain benefits of the City Manager as set forth in "**Exhibit A**", that document entitled "*Employment Agreement Amendment between the City of Bastrop & Paul Hofmann*" ("Amendment"), attached hereto and fully incorporated herein; and

WHEREAS, it is the desire of the City Council to continue the employment of the Manager under this Amendment; and

WHEREAS, the Parties agree that the other terms and conditions as set forth in "**Exhibit B**", a document entitled "*Employment Agreement between the City of Bastrop & Paul Hofmann*" executed June 23, 2020 attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

Section 1: The City Council has provided the Manager with a highly favorable performance review.

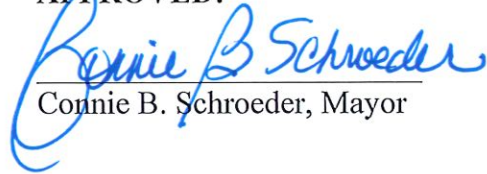
Section 2: The City Council has voted to continue the employment of the Manager in accordance with the terms set forth in "**Exhibit A**" and "**Exhibit B**", attached hereto and fully incorporated herein.

Section 3: The City Council authorizes the Mayor to execute the Amendment to the Manager's original Employment Agreement.

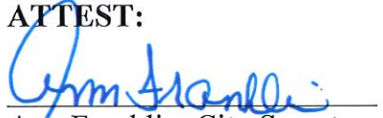
Section 4: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 10th day of August, 2021.

APPROVED:


Connie B. Schroeder, Mayor

ATTEST:


Ann Franklin, City Secretary

APPROVED AS TO FORM:


Alan Bojorquez, City Attorney

EMPLOYMENT AGREEMENT AMENDMENT
between the
City of Bastrop & Paul Hofmann

THIS EMPLOYMENT AGREEMENT AMENDMENT (“Amendment”) is made and entered into by and between the City of Bastrop, Texas, a municipal corporation (the “City”), and Paul Hofmann, a natural person (the “Manager”).

WITNESSETH:

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

1. Section 3.1 of the Agreement is hereby amended to read as follows:

SALARY. The City shall provide the Manager with an annual salary in the sum of one hundred ninety thousand dollars (\$190,000.00). This annual salary rate shall be paid to the Manager in equal installments on the same schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

2. Section 3.3 of the Agreement is hereby amended to add the subsection as follows:

d. One-Time Allotment Of Paid Leave. The City shall grant the Manager with a one-time allotment of 40 additional hours of paid leave to be used in accordance with the provisions set forth in this Agreement.

3. Section 3.6 of the Agreement is hereby amended to read as follows:

RETIREMENT BENEFIT. The City agrees to enroll the Manager into the applicable state or local retirement system and to make at least the same level of contributions for the Manager or on the Manager’s behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities. The Manager may designate in writing that a portion of the Manager’s salary is to be deposited by the City into an ancillary retirement account.

The City agrees to make an extra contribution to the Manager’s retirement account in lieu of providing dependent coverage for health insurance. The amount the City will contribute shall be equivalent to the cost of providing dependent coverage for health insurance.

4. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
5. Except as amended hereby, the Agreement as originally written remains in full force and effect.
6. This Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.
7. This, Amendment together with the Agreement, embodies the entire agreement of the parties hereto, and sets forth and establishes the entire understanding and agreement between the City and the Employee relating to the employment of the Employee by the City in the position of City Manager and the subject matters contained herein. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.


IN AGREEMENT HERETO, the parties do hereby set their hand and seal in duplicate original.

EMPLOYEE:


Paul Hofmann


9/16/21
Date Executed

CITY:


Connie Schroeder, Mayor

August 18, 2021
Date Executed

ATTEST:


Ann Franklin, City Secretary