

RESOLUTION NO. R-2021-56

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

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

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

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

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

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

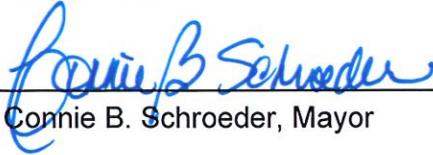
Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of June, 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
West Bastrop Village MUD, Section 1 Phase 1

The State of Texas

County of Bastrop

WHEREAS, **WEST BASTROP VILLAGE, LTD.**, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in **West Bastrop Village MUD, Section 1 Phase 1**, a development in the City of Bastrop ETJ, Texas: being Blocks A-J AND 97 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 MYRA GOEPP, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility -Provided to MUD), streets and associated drainage (Bastrop County – Included), drainage/detention (MUD Facility -Provided to MUD), street lights and street signs (Bastrop County), 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 West Bastrop Village MUD, Section 1 Phase 1 approved by the City on May ___, 2021.

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

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 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.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted. 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:

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2.40 Summary of Infrastructure (Development) Assurance Amounts

	<u>Final Assurance Amount</u>
Utility Facilities	\$1,123,771.25
Storm Drainage Facilities	\$ 648,617.50
Streets, Sidewalks & Erosion Control Improvements	\$ 1,329,393.44
Total Development Assurance Amounts	\$3,101,782.19

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


Percentage Final of Construction Improvement

		<u>Construction Cost Amount</u>	<u>Inspection Fee</u>
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$1,063,514.75	\$35,183.18
Water	3.5%	\$579,048.00	\$20,266.68
Wastewater	3.5%	\$319,969.00	11,198.92
Drainage	3.5%	\$518,894.00	\$18,161.29

Payment to the City

The final construction amount is **\$2,481,425.75**, and the Public Improvement Inspection fee amount is **\$86,849.90**.

RECOMMENDED:



Tony Buonodono, P. E. 6/9/2021
City Engineer Date

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3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (West Bastrop Village MUD)

N/A

3.10 Sidewalks (West Bastrop MUD)

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 or commercial lots within West Bastrop Village MUD *Section 1 Phase 1* 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 Planned Development 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

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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. Notwithstanding the foregoing, Commercial General Liability Insurance in excess of such amounts satisfies this provision.

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 cause the contractor to 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

Public Improvement Plan Agreement – West Bastrop Village MUD Section 1 Phase 1

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

4.32 Approval of Plans

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

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and all Development assurances and responsibilities set forth herein.

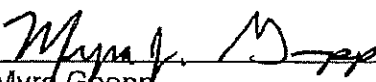
4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Planned Development Agreement and the Wholesale Water and Wholesale Wastewater Agreements between the **City of Bastrop** and West Bastrop Village, LTD effective **Date, 2021** (the "Consent/Development Agreement"), the Consent/Development Agreements shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreements.

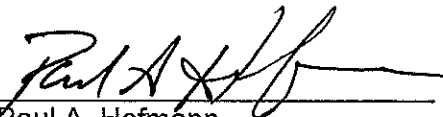
IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of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

West Bastrop Village Section 1 Phase 1

City of Bastrop, Texas

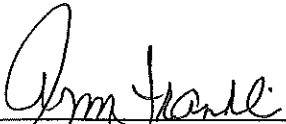


Myra Goepf
West Bastrop Village, Ltd.

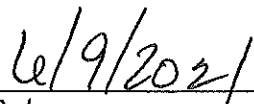


Paul A. Hofmann
City Manager

ATTEST:



Ann Franklin
City Secretary



Date

APPROVED AS TO FORM AND LEGALITY: