

RESOLUTION NO. R-2024-110

**APPROVING AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY
FOR A LAND SURVEY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY REGARDING SURVEYING A PORTION OF LAND LOCATED SOUTH OF HUNTERS CROSSING AND EAST OF SH 304, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to enter interlocal contracts for the provision of governmental functions, including for planning, engineering, for streets, roads and drainage, and for other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City of Bastrop and Bastrop County ("Parties") are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, the City and the County are mutually interested in certain drainage improvements related to the Hunter's Crossing Channel outflow on a portion of land located south of Hunter's Crossing and east of State Highway 304 that is located both within the City limits and in the shared jurisdiction with the County in the City's extraterritorial jurisdiction; and

WHEREAS, the City desires to enter into an Interlocal Agreement with the County ("Agreement"), attached hereto and incorporated herein as **Exhibit A**, for professional survey services for the drainage analysis of the Hunter's Crossing Channel outfall; and

WHEREAS, the City Council today desires to approve the Agreement, attached hereto and incorporated herein as **Exhibit A**.

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

Section 1. Finding of Facts: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Approval & Execution: The City Council hereby approves the Agreement, which is attached and incorporated herein as **Exhibit A**, and authorizes the execution of the Agreement on behalf of the City.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 4. Severability: Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 5. Effective Date: This Resolution shall be in full force and effect from and after its passage.

Section 6. Proper Notice & Meeting: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 17th day of September 2024.

[Signature Page to Follow]

THE CITY OF BASTROP, TEXAS:



Lyle Nelson, Mayor

ATTEST:



Irma Parker, Interim City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BASTROP, TEXAS
AND BASTROP COUNTY

This Interlocal Agreement ("Agreement") is between the **CITY OF BASTROP, TEXAS** ("City"), a duly organized and operating Home Rule municipality of the State of Texas, and the **COUNTY OF BASTROP, TEXAS** ("County"), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Parties are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and each Party performing functions they would be authorized to perform individually; and

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the provision of professional survey services for the drainage analysis of the Hunter's Crossing Channel outfall and related drainage improvements work ("Project"); and

WHEREAS, the Hunter's Crossing Channel outfall is located in part within the City limits and in part within the shared jurisdiction of the City's extraterritorial jurisdiction and the County; and

WHEREAS, the County intends to perform certain drainage improvement in, around, or near the Hunter's Crossing Channel outfall, which may affect drainage improvements located within the City limits, and the City desires to provide certain professional survey services for the needed drainage analysis so that the Parties can ensure the shared public benefits from such drainage improvements work can be realized through this Project.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

1. Purpose

1.1 The objective of this Agreement is to detail the roles and responsibilities of the City and the County for the Project.

2. Obligations of the City

2.1 The City shall, at its expense, perform the professional survey services for the drainage analysis of the Hunter's Crossing Channel outflow, as described in more detail in the scope of services attached hereto as Exhibit A ("Survey").

- 2.2 Under this Agreement, the City and its contractors may access the properties necessary to perform the Survey pursuant to the Right of Entry agreements with the property owners that have been obtained by the County. The City shall notify the County at least 24 hours in advance of any access to the properties by the City or its contractors. When accessing the properties to perform the Survey, the City and its contractors shall exercise the typical standard of care as required for all City projects and comply with all terms of this Agreement and the Right of Entry agreements.
- 2.3 The City shall provide the results of the Survey to the County within ten (10) business days of when the City receives such results, including any comments from the City based on such Survey results that pertain to the County's proposed drainage improvement plans in this area.

3. Obligations of the County

- 3.1 The County shall obtain (or has already obtained) all of the Right of Entry Agreements necessary to access the properties to perform the Survey, attached hereto as Exhibit B. The County hereby agrees that the City and the City's contractors who will perform the Survey are considered "contractors" or "subcontractors" of the County solely for the purposes of being authorized to access the properties under the Right of Entry Agreements.
- 3.2 Upon receipt of the results of the Survey, the County shall cooperate in good faith with the City to review the Survey results and respond to any comments from the City on the County's proposed drainage improvement plans in this area.
- 3.3 The County shall, at its expense, perform the County's proposed drainage improvement in this area in accordance with the County's plans, the results of the Survey, and the County's review and responses to any comments from the City based on the Survey results.

4. Other Terms of Agreement

- 4.1 *Term.* The term of this Agreement shall begin on the date of execution of this Agreement and end upon the completion of the obligations set forth herein by both Parties.
- 4.2 *Termination.* Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party may promptly give written notice of such default to the party in default. The party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default. If default is not cured as provided in this Agreement, the party not in default may terminate this Agreement by giving written notice of termination and may resort to all remedies under the law or in equity.

Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement for convenience with no penalty, with or without cause, by providing either Party with ninety (90) days' written notice of its desire and intent to terminate this Agreement.

- 4.3 *Independent Actors.* Each Party is acting independently; neither is an agent, servant, or employee of the other; and the parties are not engaged in a joint enterprise.

- 4.4 *Insurance.* Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.
- 4.5 *Assignment.* Neither Party may assign their interest in this Agreement except upon receiving the written consent of the other Party.
- 4.6 *Entire Agreement.* This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein and supersedes any prior understanding or written or oral agreements between the Parties.
- 4.7 *Amendment.* No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- 4.8 *Compliance with Laws.* The Parties shall not violate any federal, state, or local laws, regulations or ordinances in the performance of this Agreement.
- 4.9 *Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- 4.10 *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of Texas. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties.
- 4.11 *Dispute Resolution; Attorneys' Fees.* The parties agree that if a dispute arises under this Agreement, the parties shall attempt in good faith to resolve the dispute through mediation prior to litigation. In the event of litigation pertaining to the Agreement, the parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement.
- 4.12 *Approval by Governing Bodies.* The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of the City of Bastrop and Bastrop County, respectively, as approved by their respective governing bodies. This Agreement has been approved by the governing bodies of the County and the City of Bastrop.
- 4.13 *Current Revenues.* Pursuant to Texas Government Code Section 791.011(c)(3), the Parties shall use current revenues for any payments under this Agreement.
- 4.14 *No Waiver of Immunity.* Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City, the County, their past or present officers, employees, or

agents.

- 4.15 *Notices.* All notices required hereunder must be addressed to the proper Party, at the following address:

County of Bastrop

Attn: _____, _____

804 Pecan Street

Bastrop, TX 78602

City of Bastrop

Sylvia Carrillo-Trevino, City Manager

1311 Chestnut Street

Bastrop, TX 78602

- 4.16 *Execution in Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date last written below.

[Signatures on following page.]

CITY OF BASTROP

By: 

Name: Sylvia Carrillo-Trevino

Title: City Manager

Date: October 14, 2024

ATTEST:

By: 
Irma G. Parker, City Secretary



COUNTY OF BASTROP

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

EXHIBIT A

SCOPE OF SERVICES FOR SURVEY



EXHIBIT B

RIGHT OF ENTRY AGREEMENTS

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CITY OF BASTROP
Hunter's Crossing Channel Outfall Drainage Analysis

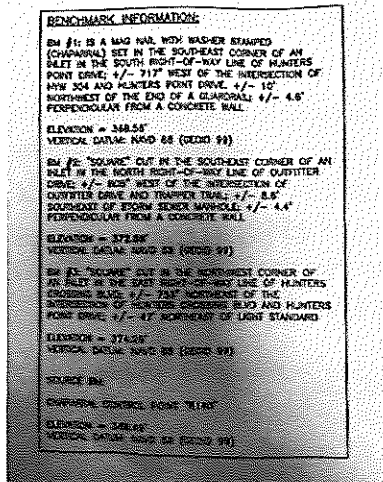
SCOPE OF WORK

Professional survey services for the drainage analysis of Hunter's Crossing Channel outfall. The outfall is circled in blue as Parcel ID 99624. We have permits to enter Parcels 23660 & 36544 just south of the circled parcel. The purpose of this survey is to determine where flooding occurs when the water in retention in the circled parcel overflows and surface runoff runs to the south. FEMA floodplain shows flooding occurs through Parcel ID 23660 but actual storm events flood the parcels to the east (36554, 78049, 37407, 37528, etc.) instead. The bottom picture shows actual flooding during a storm in 2015. Location map with Area of Work and access information attached to end of document.



Services:

- Establish horizontal and vertical control based on Texas State Plane, Central Zone NAD 83 (2011) and NAVD 88 based on control points. Hunter's Crossing benchmarks shown in image below but may need to find a closer control point.



- Take topographic elevation shot of water elevation in retention channel on Parcel ID 99624.
- Take topographic elevation shots at Top of Bank (TB) of the retention channel in area shown in Area of Work.
- Show the perimeter and depth of existing gabion wall at southernmost end of retention channel. Include pictures of condition.
- Show existing utilities/fences/areas of interest.
- Create a topographic surface with a high level of detail within Area of Work. 25' x 25' grid topo shots for flat areas and break the grid to catch Low Points (LP) and High Points (HP) where spotted. Base line of the grid should be along the East-West property line separating Parcel ID 99624 from the other two parcels.



RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE 7/31/2023

PROPERTY DESCRIPTION (BCAD PROPERTY ID) R36544

PROPERTY ADDRESS Not Applicable – 4.80 undeveloped acres located adjacent to Hunters Crossing Subdivision

OWNER'S NAME Timothy and Maria Murphy

TELEPHONE NO. _____

RIGHT OF ENTRY: I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

- 1) Surveying activities.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.

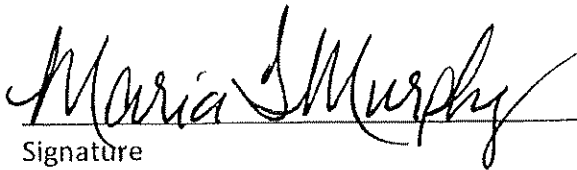


Signature

Tim Murphy

Printed Name

☒ Owner ☐ Agent



Signature

Maria T. Murphy

Printed Name

☒ Owner ☐ Agent

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE 7/31/2023

PROPERTY DESCRIPTION (BCAD PROPERTY ID) R23660

PROPERTY ADDRESS 278 SH 304 Bastrop, Texas 78602

OWNER'S NAME Reid & Cindy Sharp

TELEPHONE NO. RS - 512-332-6051 CS - 512-304-0010

RIGHT OF ENTRY: I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

- 1) Surveying activities.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.



Signature

Reid Sharp

Printed Name
☒ Owner ☐ Agent



Signature

Cindy Sharp

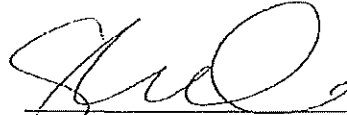
Printed Name
☒ Owner ☐ Agent

to the extent of any such conflict or inconsistency.

DULY RESOLVED AND ADOPTED by the Board of Directors of Hunters Crossing Local Government Corporation of Bastrop, Texas this 10th day of October 2023.

Hunters Crossing Local Government
Corporation

By:



Sylvia Carrillo, President
Board of Directors

ATTEST:



W. Richard Gartman, Secretary
Board of Directors

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

DATE 5/16/2023

PROPERTY DESCRIPTION (BCAD PROPERTY ID) R99624

PROPERTY ADDRESS NOT APPLICABLE- 3.19 acre drainage area within Hunters Crossing

OWNER'S NAME HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

TELEPHONE NO. _____

RIGHT OF ENTRY: I certify that I am the owner or owner's authorized agent of the above described property and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of Bastrop County, Texas, hereafter referred to as "Grantee", its agents, contractor and subcontractors, to conduct the following activities:

- 1) Surveying activities.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to construct the roadway facility. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of Bastrop County, Texas while performing the actions as described above. Grantee's right to enter upon the Property shall terminate upon completion of the activities as set forth above.

SIGNED: All owners/agents must sign below.


Sylvia Carrillo (Oct 4, 2023 10:23 CDT)
Signature

Sylvia Carrillo
Printed Name
☐ Owner ☒ Agent

Signature

Printed Name
☐ Owner ☐ Agent