RESOLUTION NO. R-2020-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY TOALLOW THE CONSTRUCTION OF A NEW MONOPOLE COMMUNICATION TOWER, WITH A MODIFIED DEVELOPMENT PROCESS APPROVED BY THEZONING BOARD OF ADJUSTMENT FOR A NON-CONFORMING STRUCTURE, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITYMANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THEAGREEMENT; PROVIDING FOR A REPEALING CLAUSE; ANDESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bastrop County ("Developer"), desires to make certain privateimprovements on a 10.223 acre parcel in Bastrop Town Tract, A11 more particularly describedon Exhibit "A" ("Property"), owned by Kent Broussard Tower Rentals, Inc. ("Owner"); and

WHEREAS, the Developer has requested the City of Bastrop, a Home Rule Municipalityof Bastrop County, Texas, ("City"), to allow the Expansion of a Non-Conforming Structure; and

WHEREAS, the standard development process would require establishing a Neighborhood Regulating Plan, providing public improvements through the Preliminary and Final Plat process; submitting a Site Development Plan and Building Permits; and

WHEREAS, City staff has recommended certain modifications to the standarddevelopment approval process and standards, provided that any future development on any ofthesite will trigger full compliance with the adopted ordinance at the time of development; and

WHEREAS, this Agreement, which states the purpose, terms, rights, and duties of thecontracting parties, is entered into by parties, two of which are local governments, regardinggovernmental functions and services, for which each contracting party is paying for performanceunder this Agreement from current revenues available to the paying party, in accordance withTexas Government Code Chapter 791.

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

Section 1: That an Interlocal Agreement has been approved as shown in Exhibit A.

Section 2: That the City Manager is authorized to execute all necessary documents for the agreement.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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: This resolution shall take effect immediately from and after its passage, andit is duly resolved.
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of September, 2020.

APPROVED:

[Signature]

Connie B. Schroeder, Mayor

ATTEST:

[Signature]

Ann Franklin, City Secretary

APPROVED-AS TO FORM:

[Signature]

Alan Bojorquez, City Attorney
INTERLOCAL AGREEMENT
Bastrop Town Tract A11, 10.223 acres

State of Texas

County of Bastrop

WHEREAS, Bastrop County ("Developer"), desires to make certain private improvements on a 10.223 acre parcel in Bastrop Town Tract, A11 more particularly described on Exhibit "A" ("Property"), owned by Kent Broussard Tower Rentals, Inc. ("Owner"); and

WHEREAS, the Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, ("City"), to allow the Expansion of a Non-Conforming Structure; and

WHEREAS, the standard development process would require establishing a Neighborhood Regulating Plan, providing public improvements through the Preliminary and Final Plat process; submitting a Site Development Plan and Building Permits; and

WHEREAS, City staff has recommended certain modifications to the standard development approval process and standards, provided that any future development on any of the site will trigger full compliance with the adopted ordinance at the time of development; and

WHEREAS, this Agreement, which states the purpose, terms, rights, and duties of the contracting parties, is entered into by parties, two of which are local governments, regarding governmental functions and services, for which each contracting party is paying for performance under this Agreement from current revenues available to the paying party, in accordance with Texas Government Code Chapter 791.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. Permitted Scope of Work. Per the approval of the Zoning Board of Adjustment of August 5, 2020, the Developer is allowed to expand the existing communication tower site with a 100-foot-tall monopole with two communication dishes, with limited ground equipment which connects to the existing structures (See Exhibit "B", Draft Minutes of ZBA Meeting)

1.1. Development Process Requirements. In accordance with this agreement, the Developer and Owner agree to the Development Process and dedications outlined herein.

1.2. Dedication of Cedar Street Right-of-Way. The Developer and Owner agree to submit to the City a Minor Plat that includes the public dedication of 27.78 feet (half)
of the right-of-way along the north property line to the City for the future development of the extension of Cedar Street.

1.3. Site Development Plan. The Developer and Owner agree to submit to the City a Site Development Plan with full review City review fees. The Site Development Plan will be in compliance with all standards of the Bastrop Building Block (B3) Code, except the Public Frontage Plan.

1.4. Building Permits. The Developer and Owner agree to apply to the City for Building Permits. All plans will be in compliance with the International Building Codes most recently adopted by the City.

1.5. Expiration of Approval. The Developer agrees that the communication tower must be removed prior to August 5, 2025 or come back to the Zoning Board of Adjustment for extension of the approval.

1.6. Removal Upon Discontinuance. The Developer agrees to removal the monopole and related equipment upon the discontinued use of the tower by Bastrop County.

2. Future Development of any of the Site. The parties agree that any future development of the Property beyond the plans made the subject to of this Agreement (see Exhibit “C”) will be in compliance with all of the then-current City Code of Ordinances at the time of application for permits.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by PDF electronic email counterparts of the signature pages.

4. Governing Law & Venue. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be exclusively in Bastrop County.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the, successors, assigns of the parties.

6. Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7. Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8. Entire Agreement. This Agreement constitutes the sole and entire understanding of the
8. **Entire Agreement.** This Agreement constitutes the sole and entire understanding of the parties.

9. **Effective Date.** This Agreement shall become effective upon execution by all parties.

10. **Expiration.** This Agreement, and all terms and conditions provided herein, shall expire if the project is not completed within one (1) year of the Effective Date.

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Agreement as of the day and year first set forth above.

**CITY OF BASTROP:**

by: [Signature]

Paul A. Hofmann, City Manager

**THE STATE OF TEXAS**

**COUNTY OF BASTROP**

This instrument was acknowledged before me on the 15th day of September, 2020, by Paul Hofmann, City Manager of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

[Signature]

Traci H. Chavez, Notary Public, State of Texas

**BASTROP COUNTY:**

by: [Signature]

Paul Pape, County Judge

**THE STATE OF TEXAS**

**COUNTY OF BASTROP**

This instrument was acknowledged before me on the 23rd day of September, 2020, by Paul Pape, Judge of the County of Bastrop, a Texas county, on behalf of said county.

[Signature]

LYNDOSEY D. SCHROEDER, Notary Public, State of Texas

**KENT BROUSSARD TOWER RENTALS, INC.:**

by: [Signature]

Representative

**THE STATE OF TEXAS**

**COUNTY OF BASTROP**

This instrument was acknowledged before me on the 23rd day of September, 2020, by Kent Broussard, Representative of Kent Broussard Tower Rentals, Inc, a Texas corporation, on behalf of said corporation.

[Signature]

Teresa Hollister, Notary Public, State of Texas

[Signature]

Teresa Hollister, Notary Public, State of Texas
Exhibits:
- A: Description of Property
- B: ZBA Minutes (August 5, 2020)
- C: Plans for the Tower project

Distribution of Originals:
- Developer
- Owner
- City Secretary
- Planning and Development Department
Bastrop County/Broussard Tower
2575 Cedar Street
Expansion of a Non-Conforming Structure
EXHIBIT B

Zoning Board of Adjustments
August 5, 2020 Meeting Minutes

3B. Public Hearing and consider action for the expansion of a Non-Conforming Site to add a 100-foot monopole communication tower at the same site of an existing 450-foot radio tower with adjacent equipment buildings, on 10.223 acres of Bastrop Town Tract A11, located at 2575 Cedar Street, within the City Limits of the City of Bastrop, Texas.

Jennifer Bills presented the information distributed in the Zoning Board of Adjustment Agenda Packet. She discussed the history of the site and the previous cell towers at that location.

Jennifer Bills discussed with the Board the notifications City Staff had sent out for the public hearing, and that a letter received from one of the surrounding property owners. Jennifer Bills stated Staff was recommending approval of the tower with the following conditions:

1. Applicant would Execute a Development Agreement with the City for the following:

2. Any future development beyond the scope approved by the Zoning Board of Adjustment will come into compliance with all Bastrop Building Block (B²) in effect at time of development.

3. Dedication of half (27.78 feet) of the right-of-way for Cedar Street along the northern property line.

4. The development process will be limited to the following with full review fees paid: Minor Plat with the right-of-way dedication; Site Development Plan; and Building Permits.

The letter from the property owner at 2101 Cedar Street, Krisline Dugan, was read aloud for the record.

The Board discussed the purpose for the tower, which is to improve 911 communications.

Patrick Connell opened the Public Hearing.

The property owner at 2101 Cedar Street, Kristine Dugan, addressed the Board and further discussed her concerns that she listed in her letter. The Board asked if she would be more amenable to the proposed tower if there would be a condition put into place that ensured it would only be used for an emergency tower.

The property owner at 2101 Cedar Street, Matt Dugan, spoke before the Board stating he was not in favor of the cell tower being proposed to be placed on the tower.

Patrick Connell closed the Public Hearing.
Zoning Board of Adjustments
August 5, 2020 Meeting Minutes

Discussion commenced between the Board and the Applicant (Steven Long). He answered questions for the Board including: the reason for the request is because the current tower is at max capacity, the proposed timeline (2-3 years) to get a new tower site that would be owned by the County so they could permanently move their equipment to their own site, the logistics for the monopole being proposed on the pre-existing tower site, the dedication of Right-Of-Way between the City and the Property Owner, and the removal of the proposed monopole from the property in the future.

Further discussion commenced among the Board.

Scot Robichaud made a motion to recommend approval for the expansion of a Non-Conforming Site to add a 100-foot monopole communication tower at the same site of an existing 450-foot radio tower with adjacent equipment buildings, on 10.223 acres of Bastrop Town Tract A11, located at 2575 Cedar Street, within the City Limits of the City of Bastrop, Texas with the following requirements:

1. Any future development beyond the scope approved by the Zoning Board of Adjustment will come into compliance with all Bastrop Building Block (B3) Code Requirements in effect at time of development,
2. The property owner will be required to dedicate half (27.78 feet) of the right-of-way for Cedar Street along the northern property line,
3. The development process will be limited to the following with full review fees paid: Minor Plat with the right-of-way dedication; Site Development Plan; and Building Permits,
4. There will be no more than two dishes with supporting infrastructure allowed to be placed on the monopole,
5. The applicant is allowed to use this location for the monopole for five years starting on August 5, 2020, if the monopole is still operational in five years the applicant will need to come back before the Zoning Board of Adjustments to obtain approval for a continuance of use of the monopole at that location; and
6. The Applicant must have the monopole to completely removed from the site if they relocate their emergency communication to a new site prior to the five-year timeline set forth by the Zoning Board of Adjustments.

Gary Moss seconded the motion and the motion carried unanimously.
JTS NEW SITE BUILD

JTS SITE NAME: BASTROP

SITE ADDRESS:
8911 ADDRESS TO BE PROVIDED
BASTROP, TX 78602
BASTROP COUNTY

SITE INFORMATION

JTS SITE NAME: BASTROP
SITE ADDRESS: 8911 ADDRESS TO BE PROVIDED
BASTROP, TX 78602
LATITUDE (NAD83): 30°11'01.2"N (N 30°11'01.2"N)
LNGITUDE (NAD83): 97°17'45.9"W (W 97°17'45.9"W)
GROUND ELEVATION: 492' (AGL)
JURISDICTION: UNION COUNTY
JURISDICTION CONTACT: CONTACT NAME: PHONE NOT PROVIDED
ZIPCODE: NOT PROMISED
TOWER OWNER: TJS
TOWER ADDRESS: 2602 D. COLEMAN MILL ROAD
LADCO: 322-2045
PHONE: (936) 620-1425 Ext. 170

STRUCTURE TYPE: MONOPOLE TOWER
STRUCTURE HEIGHT: 100'-0" (ALU)
POWER SUPPLIER: ELECTRIC
PHONE: NOT PROMISED
TELEКО PROVIDER: TELECO COMPANY: PHONE: NOT PROMISED

DIRECTIONS

FROM AUSTIN, TEXAS:

PROJECT TEAM

APPLICANT: BASTROP TOWER, LLC
2602 D. COLEMAN MILL ROAD
BASTROP, TX 78602
CONTACT: MIKE MCKENZIE
PHONE: (936) 620-1425 Ext. 170

AEC FIRM: EW ENGINEERING GROUP, INC.
100 BUSINESS CENTER DRIVE
HUNTSVILLE, AL 35804
PHONE: (256) 255-5985

ENGINEER: EW ENGINEERING GROUP, INC.
100 BUSINESS CENTER DRIVE
HUNTSVILLE, AL 35804
PHONE: (256) 255-5985

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS AMENDED BY THE LOCAL AUTHORITY HAVING JURISDICTION:
- INTERNATIONAL BUILDING CODE
- INTERNATIONAL RESIDENTIAL CODE
- INTERNATIONAL ENERGY CONSERVATION CODE
- INTERNATIONAL FIRE CODE
- INTERNATIONAL MECHANICAL CODE
- INTERNATIONAL PLUMBING CODE

SCOPE OF WORK

THIS PROJECT CONSISTS OF:
- INSTALLATION OF UTILITIES TO SITE (IF REQUIRED)
- INSTALLATION OF NEW MONOPOLE TOWER
- INSTALLATION OF NEW ICE BRIDGE
- RE-USE EXISTING EQUIPMENT SHELTER

HANDICAP REQUIREMENTS

PLUMBING IS UNACCESSIBLE AND NOT FOR HANDHELD HANDICAP
HANDICAP ACCESS IS NOT REQUIRED.

ARKANSAS ONE-CALL STATE WIDE CALL: 811 CALL BEFORE YOU DIG

PRELIMINARY DRAWING

SHEET # 00-14300
STAMPED AND SIGNED
GENERAL NOTES:

1. All site work shall be as indicated on the drawings.
2. The contractor shall comply with all applicable codes, ordinances, laws, and regulations of all municipalities, utilities company or power public authorities.
3. The contractor shall be responsible for obtaining all permits and inspections that may be required by any local, state, county or municipal authorities.
4. The contractor shall notify the contractor in writing, if any contract, equipment or changes prior to the commencement of work any performance of work. Any inspections or changes made in the contract shall not relieve the contractor from responsibility for the overall integrity of the structure.
5. The contractor shall be responsible for protecting all existing site utilities, buildings, and structures. The work shall be performed by the contractor and Tear any damage caused as a result of the construction of the area.
6. The scope of work for this project shall include providing all materials and labor required to complete the project. All work shall be performed in accordance with the specifications.
7. The contractor shall submit the bid to the owner to verify that the project can be constructed in accordance with the contract documents.
8. Contractor shall have a utility "dine call" to locate all utilities and notify underground facilities protective organization at B1 prior to excavation at site.
9. Any underground utility or structure that may interfere with the project area, contractor shall notify the owner and contact the agent as the owner's representative.
10. No significant noise, smoke, dust, or odors shall result from the facility.
11. The facility is unmanned and not intended for human habitation (no handcap access required).
12. The facility is unmanned and does not require potable water or sanitary service.
13. Power to the facility will be monitored by a separate meter.
14. There are no commercial signs proposed for this installation.
15. No soil or concrete materials shall be placed on frozen ground. Frozen materials shall not be placed in any fill or embankment.
16. The concrete shall be proportioned and brought to a smooth uniform finish before placing. Surface application should be the finished surface application.
17. Minimum soil lift 10 cm (4"").
18. Maximum soil lift 5 cm (2"").
19. The contractor is responsible for the monitoring of all site work and all work shall be completed in accordance with the specifications.
20. Any changes or additions to the contract documents shall be in writing and approved by the contractor.
21. The contractor shall be responsible for the overall integrity of the structure.

SITE CLAUSE NCE:

CONTRACTOR SHALL CLEAR, LEASE AREA OF ALL TREES, SHRUBS, ROOF, SURFACE SOIL, AND EROSIONenaire. Any steps that have been taken to protect the site from erosion shall be removed. The contractor shall be responsible for any damage caused to the site from the contractor's work.

AS BUILT NOTES:

The electrical contractor, upon completion of his work, shall provide an AS-BUILT drawing on site locations of underground services that extend beyond the area included in the plans. These drawings shall be submitted to the owner for review.

GAS PRESSURE RISE TEST BETWEEN A 63 AND 123 INCHES OF H20 WHILE ALL UNDER FULL DRAIN.

1. All piping shall be inspected and tested pursuant to SEC 0400 INTERNATIONAL FUEL & GAS CODE.
2. All piping shall be checked to determine if it has proper capacity. All applications served. The system shall be checked for leaks.
3. Changes in direction shall be made by factory fittings.
4. Design and construction to conform to ASME FUEL & GAS CODE.

CONCRETE PAVEMENT:

1. All concrete to have a compressive strength of 7,000 psi with commercial grade fiber reinforced 0.65% per cu yd. (V1)
2. Concrete pavement is designed to support 400 psf. The bearing capacity of the soil should be determined by a soils engineer registered in the state of Texas.

DRAWING SCALE NOTE:

1. These drawings are scaled to full size at 270"x117" and half size at 117"x174". The contractor shall verify all plans and drawings in compliance with the specifications.
2. The contractor shall ensure that all work is completed in accordance with the specifications.

PRELIMINARY DRAWING (NOT VALID UNLESS STAMPED AND SIGNED)
SECTION @ WAVEGUIDE BRIDGE

SCALE: 1" = 100'

1. WAVEGUIDE BRIDGE MOUNTING BRACKET RHN OR EQUAL
2. DIAMOND GRIP CHANNEL 24" WIDE ATTACHED WITH U-BOLTS
3. WAVEGUIDE BRIDGE HANGER KIT ANGLED OR APPROVED EQUAL AT 45° C.C. MAX
4. CONCRETE
5. FINISH SLOPE TO DRAIN
6. FINISH GRADE (TOP OF GRAVEL)
7. 1 1/2" DIA. (MIN) SCH 40 PIPE (PIPE LENGTH MAY VARY DEPENDING ON ENTRY PIPING HEIGHT, FIELD VERIFY)
8. GALV. STEEL U-BOLTS WITH LOCK WASHERS
9. GALV. STEEL PIPE CAP

PRELIMINARY DRAWING
(NOT VALID UNLESS STAMPED AND SIGNED)
GROUNDING NOTES:
1. 4/0 AWG STRANDED BARE COPPER GROUND RING BURIED 30" BELOW GRADE (TYP)
2. BOND TOWER BASE PLATE TO TOWER GROUND RING PER TOWER DESIGN SPECIFICATIONS
3. PROPOSED GROUND ROD (TYP)
4. PROPOSED GROUND ROD WITH INSPECTION WELL
5. 6/0 COPPER GROUND WIRE TO TOWER GROUND RING (TYP)
6. 4/0 STRANDED COPPER WIRE GROUND FROM ICE BRIDGE POST TO CLOSEST GROUND RING (TYP)
7. PROPOSED TOWER BUS BAR

GROUNDING SYMBOLS LEGEND
- GROUND ROD WITH ACCESS
- GROUND ROD
- ELECTRICAL CONNECTION
- MECHANICAL CONNECTION
- COMPRESSION CONNECTION
- GROUND BAR
- GROUND WIRE

PRELIMINARY
DRAWING
(GENERALLY REFERRED TO AS STAMPED AND SIGNED)

R-56 GROUNDING HARD
COOPERATING TO VERIFY THAT ALL PROPOSED EQUIMENT COMPLIES WITH THE GROUNDING STANDARDS AND BEST PRACTICE.