

CITY OF BASTROP

RESOLUTION NO. R-2024-39

**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH BCWCID NO. 2**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR ROAD IMPROVEMENTS WITH THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2; AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop ("City") and the Bastrop County Water Control and Improvement District No. 2 ("BCWCID No. 2") are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including the construction, installation, maintenance and improvement of public roads; and

**WHEREAS,** the City Council desires to enter into the Interlocal Agreement for Road Improvements with BCWCID No. 2 ("Interlocal Agreement"), as attached as Exhibit "A," which sets for the terms and conditions pursuant to which BCWCID No. 2 will complete certain road improvements and the City will reimburse BCWCID No. 2 for certain costs of such road improvements.

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

**Section 1:** The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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:** 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.

**Section 4:** This Resolution shall take effect immediately upon its passage.

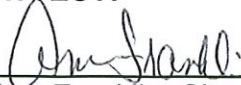
**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop,  
Texas, on this, the 26th day of March 2024.

**APPROVED:**



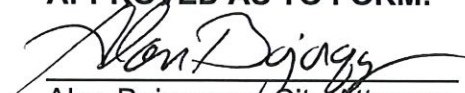
\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**



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

**APPROVED AS TO FORM:**



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

**INTERLOCAL AGREEMENT FOR ROAD IMPROVEMENTS**

**(2024)**

STATE OF TEXAS	§	BASTROP COUNTY WCID2
COUNTY OF	§	AND
BASTROP	§	THE CITY OF BASTROP, TEXAS

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THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2 ("BCWCID2"), a political subdivision of the State of Texas, and the CITY OF BASTROP, TEXAS, ("City"), a Texas Home-Rule Municipality, hereby enter into this Interlocal Agreement for Road Improvements ("Agreement"). BCWCID2 and the City are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

**Recitals**

**WHEREAS**, BCWCID2 has an interest in protecting the health and safety of citizens of Bastrop County, and the City has an interest in protecting the health and safety of citizens of the City of Bastrop; and

**WHEREAS**, consistent with its authority under Texas Special District Local Laws Code Chapter 11001, and Texas Transportation Code Chapter 251 and 253, BCWCID2 also has an interest in improving and maintaining the roads in BCWCID2's jurisdiction, the roads of the unincorporated sections of Bastrop County, roads located within the City's extraterritorial jurisdiction ("ETJ"), and streets within the city limits that are an integral part of or form a connecting link with a county road or state highway; and

**WHEREAS**, consistent with its authority under Texas Transportation Code Chapter 311, the City also has an interest in improving and maintaining the streets within the city limits, and roads located in the City's ETJ, and roads within the unincorporated sections of Bastrop County that are an integral part of or form a connecting link with city streets; and

**WHEREAS**, Texas Government Code Section 791.032 authorizes a local government such as BCWCID2 to enter into an interlocal contract with the City to finance the construction, improvement, maintenance, or repair of streets or alleys in the City, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

**WHEREAS**, a number of the roads previously constructed within BCWCID2 that are now located within either the ETJ or city limits of the City are in poor condition, create potential hazards to public safety, and are in need of repairs and

BCWCID2: mdo

improvements; and

**WHEREAS**, both BCWCID2 and the City have previously adopted master plans for road and/or street improvements within their respective jurisdictions and desire to coordinate efforts under this Agreement for improvements to the public roads identified in Exhibit "A" attached hereto (the "Project"); and

**WHEREAS**, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which: (i) BCWCID2 will endeavor to complete the Project roads prior to September 30, 2024; (ii) the City will reimburse certain costs incurred by BCWCID2 in connection therewith; and the City will accept the roads located in the City limits upon completion of construction of the improvements.

**NOW THEREFORE**, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

## **AGREEMENT**

### **1. Purpose**

Pursuant to Chapter 791 of the Texas Government Code, BCWCID2 and the City are local governments and desire to enter into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: financing, project management, design, construction installation and maintenance of the Project, and will promote the public health, safety and welfare.

### **2. General Agreement**

- A. BCWCID2 and the City hereby agree to cooperate in good faith and as further set forth in this Agreement for purposes of undertaking and completing the Project prior to September 30, 2024. The Parties mutually acknowledge and agree that the completion of the Project improvements by this deadline by BCWCID2 will be subject to the availability of funding, personnel, equipment, resources, weather, prior road improvement commitments and other matters, and the completion of the Project cannot be guaranteed by either Party. Failure by BCWCID2 to complete any of the Project improvements by this date will not be deemed a breach of this Agreement.
- B. Pursuant to Texas Government Code Section 791.014 (to the extent applicable to BCWCID2), before beginning a project to construct, improve, or repair a road under this Agreement, BCWCID2 Board of Directors shall consider and give specific written approval for the project in a separate document, other than

Initial: BCWCID2 MB City EC

this Agreement, that describes the type of project to be undertaken and identifies the project's location. Until BCWCID2 has provided documentation of such approval, the City shall not be obligated to make any payments or perform any obligations towards that road project under this Agreement.

- C. Four purposes of Texas Transportation Code Section 251.012 (to the extent applicable to BCWCID2), the City gives approval for BCWCID2 to spend BCWCID2 money to finance the construction, improvement, maintenance, or repair of those public roads identified in Exhibit A, if any, that are located in the city limits, and BCWCID2 finds that BCWCID2 will receive benefits as a result of the work on such public roads.
- D. For purposes of Texas Transportation Code Section 253.012 (to the extent applicable to BCWCID2), the City and BCWCID2 agree that BCWCID2 may improve those roads identified in Exhibit A, if any, that are in a subdivision or an access road to a subdivision located in the city limits. For such roads, BCWCID2 finds that the improvement of the road serves a district purpose. Consistent with Texas Transportation Code Section 253.012, the Parties agree that such improved roads are a County road, or a City road, as designated in Exhibit A, for the purposes of improvements under this Agreement.

### 3. City Responsibilities

- A. City authorizes BCWCID2 to construct the Project roads, and to perform compaction testing as needed to County specifications.
- B. City will reimburse BCWCID2 for all materials. Attached as **Exhibit "B"** is the current estimate of material costs for the Project. Prices are subject to change based on market conditions. In the event that prices for materials change, BCWCID2 shall notify City of the updated price estimates for materials for the Project no later than ten (10) days prior to purchasing the material and to submitting to City an invoice for materials reflecting the changed price.
- C. City will reimburse BCWCID2 for the cost of all surveys undertaken on behalf of BCWCID2 for the Project road improvements.
- D. City will reimburse BCWCID2 for the costs of any of BCWCID2's consultations with any consulting engineer relating to the Project road improvements.
- E. Upon completion of each Project road improvement, City shall contact BCWCID2 and schedule a joint inspection of the completed Project road improvements.

Initial: BCWCID2 Mao City SC

F. BCWCID2 shall remain responsible for repair and maintenance of the Project road improvements for a one year warranty period after initial completion of construction. Provided the road improvement has been constructed in accordance with the requirements of this Agreement and all matters identified at the joint inspection have been corrected, the City shall accept all Project roads identified as City roads in Exhibit "A" at or prior to expiration of the one year warranty period

**4. BCWCID2 Responsibilities**

- A. BCWCID2 will use good faith efforts to complete the Project road improvements identified in Exhibit A, using BCWCID2-provided personnel and equipment.
- B. BCWCID2 will purchase all materials for the Project (subject to reimbursement from City).
- C. BCWCID2 will consult with the City's drainage plan. If needed, BCWCID2 will consult with City's consulting engineer, at City's expense, regarding the impact of the Project on City's drainage plan.

**5. Other Agreements Relating to the Project**

- A. The Parties shall use commercially reasonable efforts to complete all projects within BCWCID2 Fiscal Year 2023-2024 (October 1, 2023 - September 30, 2024) unless otherwise agreed by the Parties in writing.
- B. Payment is expected from the City, within 30 days of receiving an invoice from BCWCID2.
- C. Each Party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
- D. BCWCID2 and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads described herein.
- E. This Agreement may be renewed every fiscal year upon written request from City to BCWCID2 and written acceptance by BCWCID2 of said request. The request must include an updated **Exhibit A & B attachments**.

**6. Miscellaneous**

- A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

Initial: BCWCID2 MSO City SC

To BCWCID2:

BCWCID2  
Attn: Paul Hightower  
General Manager  
112 Corporate Drive  
Bastrop, Texas 78602

To City:

City of Bastrop  
Attn: Sylvia Carrillo  
City Manager  
1311 Chestnut Street  
Bastrop, TX 78602

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a main contact person has been designated for the Parties as follows:

For BCWCID2:

BASTROP COUNTY WCID2  
Attn: Tyler Walsh  
Project Manager  
112 Corporate Drive  
Bastrop, Texas 78602

For City:

City of Bastrop  
Attn: John Eddleton  
Public Works Director for  
Streets, Drainage and Cemetery  
1311 Chestnut Street  
Bastrop, TX 78602

Initial: BCWCID2 MJO City AK

- B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.
- D. 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.
- E. General Waiver by the Parties. The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas law. To the extent authorized by Texas law, BCWCID2 and City agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its own negligent acts or omissions in connection with this Agreement as determined by a court of competent law.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the BASTROP COUNTY and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such



provision shall be construed against the drafter of the Agreement.

- I. Signature Warranty Clause. The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of City and BCWCID2, respectively.
- J. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by City, BCWCID2, their past or present officers, employees, or agents.
- K. Approval of Governing Bodies. This Agreement has been approved by the governing bodies of BCWCID2 and City.
- L. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- M. Termination. This agreement may be terminated by either Party, with or without cause, upon 30 calendar days written notice to the other Party.
- N. Governmental Purpose. Each Party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- O. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each Party hereto pursuant to the provisions of Texas Local Government Code Section 271.903.

[Signature page follows.]

Initial: BCWCID2 MAP City SL

EXECUTED TO BE EFFECTIVE this 26<sup>th</sup> day of March, 2024.

**CITY OF BASTROP**

By: [Signature]  
Name: Sylvia Carrillo  
Title: City Manager

ATTEST:

By: [Signature]  
Name: Ann Franklin  
Title: City Secretary

**BASTROP COUNTY WCID2**

By: [Signature]  
Name: Mary Beth O'Hanlon  
Title: Board President

ATTEST:

By: [Signature]  
Name:  
Title:

**Exhibit "A"**  
**Identification of 2024 Project Roads**

ROAD/ROAD SEGMENT	ANTICIPATED CONSTRUCTION TIME FRAME	DESIGNATION AS COUNTY, OR CITY ROAD
1. Aloha Lane		
2. Reva Court		
3. Kouli Court		
4. Kohala Court		
5.		
6.		
7.		
8.		
9.		
10.		

**Exhibit "B"**  
**Current Estimate of Materials for the Project\***

	Road/Road Segment	Length (feet)	Cost
1.	<b>Aloha Lane</b>	<b>1233 Ft.</b>	<b>\$46,525</b>
2.	<b>Reva Court</b>	<b>205 Ft.</b>	<b>\$6,284</b>
3.	<b>Koui Court</b>	<b>327 Ft.</b>	<b>\$10,004</b>
4.	<b>Kohala Court</b>	<b>540 Ft.</b>	<b>\$16,416</b>
5.	<b>Rip Rap</b>	<b>optional &gt;200</b>	<b>≤\$10,000</b>
6.	<b>2-abandoned D-way</b>		<b>\$1,400</b>
7.	<b>Density Testing</b>		<b>\$2,500</b>
8.			
9.			
10.			

\* Note: Current pricing estimates do not include costs of surveys, which BCWICD2 has scheduled for Reva Ct. and sections of Aloha. Rip rap will be needed on Aloha, but the other roads are expected to require minimal rip rap. Costs of fuel shall not be reimbursable under this Agreement.