

**RESOLUTION NO. R-2024-107**

**RATIFYING AND APPROVING AN INTERLOCAL AGREEMENT AND DEED  
FOR AN EMERGENCY SERVICES COMMUNICATIONS TOWER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO RATIFY AND APPROVE AN INTERLOCAL AGREEMENT AND DEED WITH BASTROP COUNTY, TEXAS, FOR AN EMERGENCY SERVICES COMMUNICATIONS TOWER LOCATED AT BUILDING BLOCK 152 EAST OF WATER STREET; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.**

**WHEREAS,** the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS,** the City of Bastrop and Bastrop County have a long and successful history of working together for the public interest, and the two parties have cooperated on the execution and implementation of the Interlocal Agreement ("Agreement"), attached hereto as "**Exhibit A**", which is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the construction of an Emergency Services Communication Tower (the "Project"); and

**WHEREAS,** on August 23, 2022, the City Council held a lawful open meeting and considered the terms of the Agreement and the Project, the City continued negotiations with the County, and then the City entered into the Agreement in February 2023 and conveyed certain property under the terms of the Agreement by the deed attached hereto as "**Exhibit B**" (the "Deed"); and

**WHEREAS,** the City Council today desires to ratify and approve the Agreement, attached hereto as "**Exhibit A**", and the Deed, attached hereto as "**Exhibit B.**"

**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. Ratification and Approval:** Both the Agreement, which is attached and incorporated herein as **Exhibit A**, and the Deed, which is attached and incorporated herein as **Exhibit B** are hereby ratified and approved by the City Council.
- Section 3. 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 4. Effective Date:** This Resolution shall be in full force and effect from and after its passage.
- Section 5. 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 27<sup>th</sup> day of August 2024.

**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**, 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 construction of a Communication Tower ("Project"); and

**WHEREAS**, on August 23, 2022, the City of Bastrop City Council held a lawful open meeting to consider the terms of an agreement between the City and the County which would allow for the completion of the Project; and

**WHEREAS**, the parties agree that allowing the County certain variances and exemptions, as further described below, will enable the public to enjoy the benefits of improved services and communication between emergency service providers; and

**WHEREAS**, the parties intend implementation of this Agreement to ensure fair and reasonable development regulations and procedures related to 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, and to identify the applicable regulations that will be applied to the Project, except as specifically exempted from this Agreement, as noted herein.

**2. Ordinance Exemptions**

2.1 The County shall be exempted from the following sections, language, and applicable requirements provided in the Place Type 3 Zoning requirements, related to build to lines, parking requirements, building frontage, encroachment, public frontage and other lot occupation standards. The maximum height requirements of 75 feet shall also be waived in the interest of public health and safety to build a wireless communications tower that will provide the technology needed to support communication equipment for public

safety.

### **3. Obligations of the County**

- 3.1 The County shall provide a detailed site development plan showing the Tower support structure, antennas, and equipment in relation to the existing surroundings including screening, fencing, camouflage, off-street parking, and access from the Tower support structure to the nearest public street.
- 3.2 The County shall collaborate with its contractor to develop any plans necessary for subdivision and site plan compliance provided in the City of Bastrop Code of Ordinances.
- 3.3 The County shall provide evidence of satisfactory completion of a certification of compliance for personal wireless service providers issued by the Public Safety Technology Office prior to actual use of the proposed facility, such certification to include a verification letter that all required Federal Aviation Administration (FAA) and Federal Communications Commission (FCC) approvals have been requested and that site-specific structural engineering and nonionizing electromagnetic radiation (NIER) reports are available on request from the County.
- 3.4 The County shall exercise the typical standard of care as required for all projects.
- 3.5 The County will reimburse the city for expenses related to a survey of the property and other closing cost related to closing and title work.

### **4. Obligations of the City**

- 4.1 The City shall exempt the County from compliance with and enforcement of the ordinances provided in Article II.
- 4.2 The City shall cooperate in good faith with the County and the contractor in developing or modifying the plans, as needed and pursuant to this Agreement.
- 4.3 The City shall provide for the acceptance and administration of all plans submitted by or on behalf of the County for the Communication tower project.
- 4.4 The City shall convey only the land it owns that is necessary to proceed with the completion of the Project. The legal description of the property to be conveyed is 2.205 acres of Building Block 152 East of Water Street located in the City of Bastrop, County of Bastrop, State of Texas as follows, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.
- 4.5 The city shall provide a metes and bounds survey of the property and perform a title policy at the request of

### **5. Term and Termination**

- 5.1 The term of this Agreement shall begin on the date of execution of this Agreement and run for a Twenty 20-year term and shall automatically renew on its anniversary date every five (5) years, unless otherwise amended or terminated by the parties in writing.

- 5.2 As used in this Agreement, "default" shall mean the failure of the County or City to perform any obligation at the time and in the manner required by this Agreement.
- 5.3 Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party shall 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 and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.4 If default is not cured as provided in this Agreement, the party not in default may resort to all remedies under the law. The parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting party, and providing that the default complained of has not been cured by the defaulting party, then the non-defaulting party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting party.

## 6. Miscellaneous Provisions

- 6.1 **Non-Waiver.** No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver of any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the parties contrary to the terms of this Agreement.
- 6.2 **Law and Venue.** This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
- 6.3 **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or City nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the state of Texas.
- 6.4 **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by the County and the City.
- 6.5 **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.

- 6.6 **Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 6.7 **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

**To the County:**  
Bastrop County  
Attn: Krista Bartsch, County Clerk  
P.O. Box 577  
Bastrop, Texas 78602

**To the City:**  
City of Bastrop  
Attn: Sylvia Carrillo, City Manager  
1311 Chestnut Street  
Bastrop, Texas 78602

**With a copy to:**  
Alan Bojorquez  
Bastrop City Attorney  
Bojorquez Law Firm, PC  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759

- 6.8 **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 first written above.
- 6.9 **Relationship.** 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.
- 6.10 **Assignment.** This Agreement may not be assigned without the prior written consent of the other party.

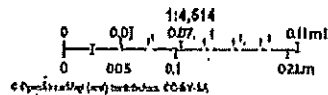
Exhibit A  
Property Description

Building Block, BLOCK 152 E W ST, ACRES 2.205 further described as  
Property located at 2001 South Street (2.205-acres), Bastrop, Texas



10128/2022, 131156 AM

D Abstracts ..... Lot Un s.  
CJ Parcels ..... Bastrop Roads

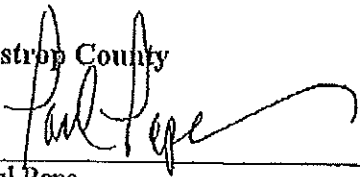


Disclaimer: This product is for informational purposes only and has not been prepared for or is suitable for legal, engineering, or other professional purposes. It does not represent an actual physical survey and may not be the approximate relative location of boundaries.

Signature: *Cornie B. Schroeder*

Email: [cschroeder@cityofbastrop.org](mailto:cschroeder@cityofbastrop.org)

- 6.11 Attorneys' Fees. If any lawsuit or other legal proceeding is brought by one party against the other, each party shall bear their respective attorneys' fees and court costs.
- 6.12 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 6.13 Insurance. Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.

Bastrop County  
  
 \_\_\_\_\_  
 Paul Pape  
 County Judge

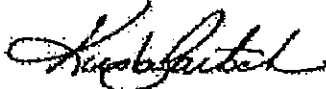
City of Bastrop

Connie Schroeder Feb 13, 2023

\_\_\_\_\_  
 Connie Schroeder,  
 Mayor

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS





KRISTA BARTSCH, County Clerk  
 Bastrop Texas

March 07, 2023 04:35:15 PM

SHEILACANTWELL

FEE: \$0.00

202303342

DEED



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

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**WITNESSETH:**

**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 construction of a Communication Tower ("Project"); and

**WHEREAS**, on August 23, 2022, the City of Bastrop City Council held a lawful open meeting to consider the terms of an agreement between the City and the County which would allow for the completion of the Project; and

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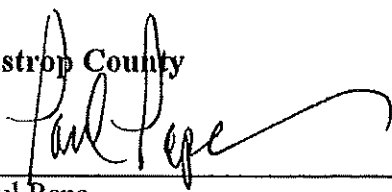
**To the County:**  
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P.O. Box 577  
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Attn: Sylvia Carrillo, City Manager  
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**With a copy to:**  
Alan Bojorquez  
Bastrop City Attorney  
Bojorquez Law Firm, PC  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759

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**Bastrop County**  
  
\_\_\_\_\_  
Paul Pape  
County Judge

City of Bastrop

Connie Schroeder      Feb 13, 2023

\_\_\_\_\_  
Connie Schroeder,  
Mayor

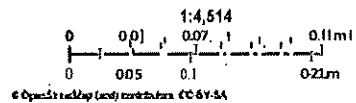
**Exhibit A**  
**Property Description**

**Building Block, BLOCK 152 E W ST, ACRES 2.205 further described as  
Property located at 2001 South Street (2.205-acres), Bastrop, Texas**



1012812022, 1:31:56 AM

**D** Abstracts ..... Lot Un. s  
**CJ** Parcels ..... Bastrop Roads



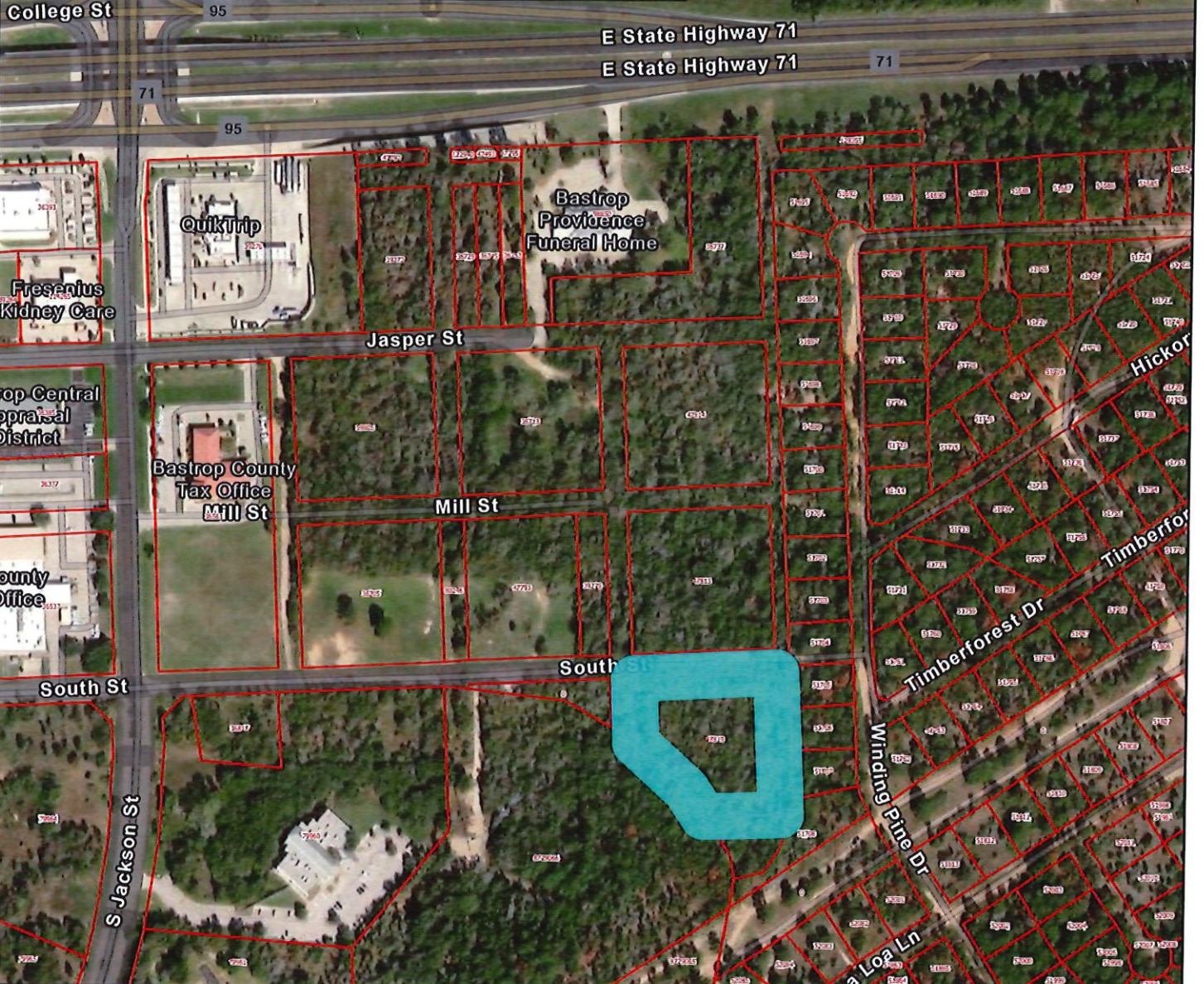
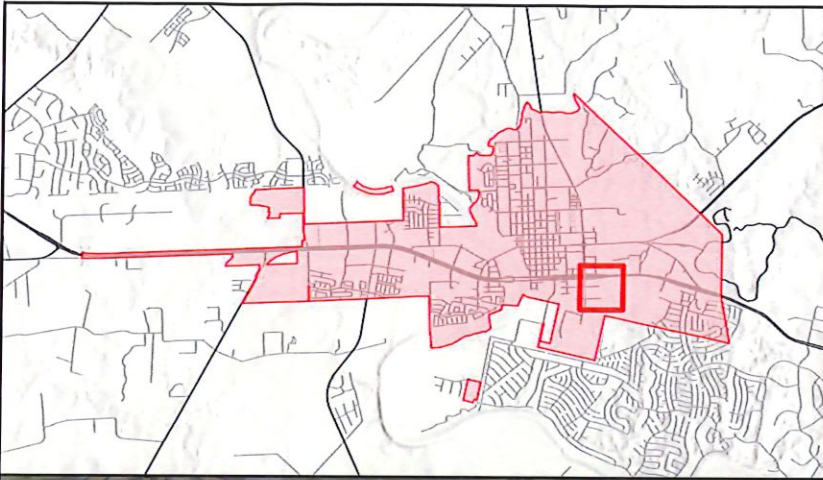
Map by County Appraisal District, GIS Core, Inc. - www.giscore.com  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Signature: *Connie B. Schroeder*

Email: [cschroeder@cityofbastrop.org](mailto:cschroeder@cityofbastrop.org)



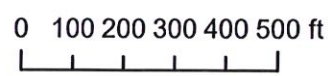
# Attachment 1 Location Map



Scale 1:4,500



## 2001 South Street



Current Time: 8/19/2024 3:38 PM

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**QUITCLAIM DEED**

**THE STATE OF TEXAS**

§

**COUNTY OF BASTROP**

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

Deed made on February 11, 2023 by the City of Bastrop, whose mailing address is P. O. Box 427 Bastrop, Bastrop County, Texas, 78602, hereinafter referred to as Grantors, to, the County of Bastrop, State of Texas hereinafter referred to as Grantee for and in consideration of the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Bastrop, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and does by this instrument bargain, sell, release and forever quitclaim to grantee all of Grantors' right, title, interest, claim and demand in and to the property composed of 2.205 acres of Building Block 152 East of Water Street located in the City of Bastrop, County of Bastrop, State of Texas as follows, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes, together with all tenements, heritable property, and appurtenances belonging to the land as well as the reversions, remainders, rents, issues, and profits from the above described property, if any.

**TO HAVE AND TO HOLD** for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said City of Bastrop, Texas forever.

**AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE AGREES THAT THE GRANTEE IS TAKING THE PROPERTY AS-IS, WITH ALL FAULTS, AND AS PART OF GRANTEE'S ACCEPTANCE OF TITLE WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE ARE NO WARRANTIES BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR ANY PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.**



IN WITNESS WHEREOF, this instrument is executed on this the 27<sup>th</sup> day of February, 2023.

Grantor:

Grantee:

**CITY OF BASTROP**

**COUNTY OF BASTROP**

By Connie Schroeder  
Connie Schroeder  
Mayor

By Gregory Klaus  
Gregory Klaus  
County Judge

ACKNOWLEDGMENT

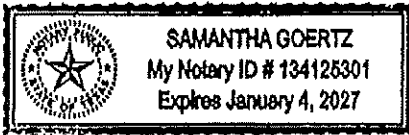
STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 27<sup>th</sup> day of February 2023 by Gregory Klaus, Bastrop County Judge.

[seal]



Samantha Goertz  
Notary Public in and for the  
State of TEXAS

ACKNOWLEDGMENT

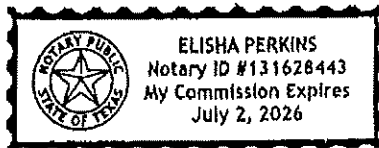
STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 3<sup>rd</sup> day of March 2023 by Connie Schroeder, Mayor of the City of Bastrop.

[seal]



[Signature]  
Notary Public in and for the  
State of TEXAS

STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

The City of Bastrop a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on March 3, 2023 vote to authorize the conveyance of this Property.

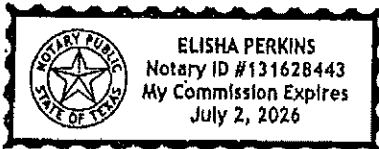
Connie Schroeder  
Connie Schroeder, Mayor

Attest:

Amber Frank  
City Secretary

STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

This instrument was acknowledged before me on March 3, 2023 by Connie Schroeder, in her capacity as Mayor of the City of Bastrop.



[Signature]  
Notary Public in and for  
The State of Texas

**Attachments:**

Exhibit A: Property Description

*After recording, return to:*

Alan Bojorquez

Bastrop City Attorney

Bojorquez Law Firm, PC

11675 Jollyville Road, Suite 300

Austin, Texas 78759

**EXHIBIT A**  
**Property Description**