

RESOLUTION NO. R-2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY, BASTROP COUNTY, AND WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT TO SUPPORT ROAD MAINTENANCE FOR A CERTAIN DEVELOPMENT OF PROPERTY COMMONLY KNOWN AS ADELTON AND MORE ACCURATELY DESCRIBED IN THE INTERLOCAL AGREEMENT AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A SEVERABILITY AND REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, a political subdivision of the State of Texas (the "City"), Bastrop County, a political subdivision of the State of Texas (the "County"), and West Bastrop Village Municipal Utility District Of Bastrop County, a political subdivision of the State of Texas operating as a Municipal Utility District (the "District") desire to enter into an interlocal agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code; and

WHEREAS, the District lies within the extraterritorial jurisdiction of the City of Bastrop, an unincorporated area of Bastrop County, Texas; and

WHEREAS, the District will contain a residential subdivision that is subject to the City's subdivision platting authority, as set forth in that certain January 10, 2006 Interlocal Agreement between the City and the County; and

WHEREAS, the City has exclusive jurisdiction to regulate all subdivision plats, construction plans, and related permits, for development within the District; and

WHEREAS, the County requirements and standards for roads can be found in the Bastrop County Subdivision Regulations, as amended April 24, 2017; and

WHEREAS, the plans for the residential subdivisions in the District are subject to the City's subdivision regulations and may not meet the requirements in the County Regulations; and

WHEREAS, that certain Planned Development Agreement between the City and West Bastrop Village, Ltd., effective August 22, 2006 (the "Development Agreement"), provides, among other terms, that all streets shall be dedicated to public use and maintained by Bastrop County; however, the County was not a party to the Development Agreement and the County will not maintain roads within the District that do not meet the requirements set forth in the County Regulations and will not accept such roads into the Bastrop County road maintenance system; and

WHEREAS, the County, City, and the District desire to enter into an interlocal

agreement providing for the maintenance of the public roads lying within the District (the “Adelton ILA”); and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. Authorization: The City Manager shall execute the Interlocal Agreement to support road maintenance for a certain development of property commonly known as Adelton and more accurately described in the Adelton ILA which is attached and incorporated herein as Exhibit A.

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 of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that 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 Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of February, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

Adelton Interlocal Agreement

INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

THIS INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE (the "Agreement") is made and entered into by and between THE CITY OF BASTROP, a political subdivision of the State of Texas (the "City"), BASTROP COUNTY, a political subdivision of the State of Texas (the "County"), and WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY, a political subdivision of the State of Texas operating as a municipal utility district (the "District"). The City, County and the District may hereinafter collectively be referred to as the Parties.

RECITALS

WHEREAS, the District lies within the extraterritorial jurisdiction of the City of Bastrop, an unincorporated area of Bastrop County, Texas;

WHEREAS, the District will contain a residential subdivision that is subject to the City's subdivision platting authority, as set forth in that certain January 10, 2006 Interlocal Agreement between the City and the County;

WHEREAS, the City has exclusive jurisdiction to regulate all subdivision plats, construction plans, and related permits, for development within the District;

WHEREAS, the County requirements and standards for roads can be found in the Bastrop County Subdivision Regulations, as amended April 24, 2017 (the "County Regulations");

WHEREAS, the plans for the residential subdivisions in the District (the "Plans") are subject to the City's subdivision regulations and may not meet the requirements in the County Regulations;

WHEREAS, that certain Planned Development Agreement between the City and West Bastrop Village, Ltd., effective August 22, 2006 (the "Development Agreement"), provides, among other terms, that all streets shall be dedicated to public use and maintained by Bastrop County; however, the County was not a party to the Development Agreement and the County will not maintain roads within the District that do not meet the requirements set forth in the County Regulations and will not accept such roads into the Bastrop County road maintenance system;

WHEREAS, the County, City, and the District desire to enter into an interlocal agreement providing for the maintenance of the public roads lying within the District (the "Public Roads").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, the parties hereby agree as follows:

ARTICLE ONE MAINTENANCE OF THE ROADS

- 1.1. Public Roads. The Public Roads will be dedicated to the public, and the general public will have the same access as other public roadways.
- 1.2. Maintenance. The Parties agree that the District shall perform all necessary maintenance (the "Maintenance") on the Public Roads until said Public Roads or portion of the Public Roads have been annexed into the corporate limits of the City or until such time another governmental entity agrees to maintain the Public Roads or portions thereof.
- 1.3. Payment of Maintenance Costs. The District will be responsible for all costs of Maintenance of the Public Roads and pay such Maintenance costs through any legally available revenues.

ARTICLE TWO COUNTY AND CITY AGREEMENT

- 2.1. The City and County agree that plats and subdivision construction plans for development within the District will not contain public roads meeting County road standards as set forth in the County Regulations, and therefore such roads will not be accepted by the County for maintenance. Therefore, such plats and subdivision construction plans need only be submitted to and approved by the City. No County review, comment, or further approval is required.

ARTICLE THREE GENERAL PROVISIONS

- 3.1. Cooperation. The Parties agree with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- 3.2. Other Instruments, Actions. The Parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.

- 3.3. Term; Annexation. This Agreement shall remain in effect for so long as the District remains in existence and shall terminate at such time as the City annexes the District. After annexation, the City shall be responsible for Maintenance of the Public Roads.
- 3.4. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, or hand delivery, or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City, County or the District.

Addresses for notice shall be as follows:

City:

City Manager
Bastrop City Hall
City of Bastrop
1311 Chestnut St.
Bastrop, Texas 78602

With a copy to:

Alan Bojorquez
Bastrop City Attorney
Bojorquez Law Firm
11675 Jollyville Road, Suite 300
Austin, Texas 78759

County:

County Judge
Bastrop County Judge's Office
804 Pecan St.
Bastrop, Texas 78602

With a copy to:

County Engineer
Bastrop County Development Services
211 Jackson St.
Bastrop, Texas 78602

District:

West Bastrop Village Municipal Utility District
of Bastrop County
c/o Allen Boone Humphries Robinson LLP
919 Congress, Suite 1500

Austin, TX 78701
Attn: Ryan Harper

- 3.5. Remedies; Notice of Default. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. The party alleging the default will give the other party written notice of the default. If the party in default fails to cure the default within sixty (60) business days of the date of the notice (and an additional reasonable time after such receipt if (A) such failure cannot be cured within such sixty (60) business day period, and (B) the party in default commences curing such failure within such sixty (60) business day period and thereafter diligently pursues the curing of such failures), the party giving the notice may pursue any remedies permitted by law including filing suit in a court of competent jurisdiction, whether state or federal, in Bastrop County, Texas, and seeking specific performance of the terms of the Agreement.
- 3.6. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- 3.7. Amendments. Any amendment to the Agreement must be in writing and signed by the authorized representatives of all Parties.
- 3.8. Interpretation and Authority. The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in V.T.C.A. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement entered into by and between the Parties.
- 3.9. Assignment. Neither party may assign its rights and obligations under the Agreement either in whole or in part.
- 3.10. No Third Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- 3.11. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties.

- 3.12. Responsibilities for Manner and Means of Performance. The District is performing all its duties to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work.
- 3.13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 3.14. Venue. Venue for any suit arising under this Agreement shall be Bastrop County, Texas, or in the United States District Court of the Western District of Texas, Austin Division.
- 3.15. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 3.16. Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of the Parties.

[EXECUTION PAGES FOLLOW]

EXECUTED as of this ____ day of _____, 202__, by the City of Bastrop, Texas.

CITY OF BASTROP, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXECUTED as of this ____ day of _____, 202__, by Bastrop County, Texas.

BASTROP COUNTY, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXECUTED as of this ____ day of _____, 202__, by West Bastrop Village
Municipal Utility District of Bastrop County.

WEST BASTROP VILLAGE MUNICIPAL
UTILITY DISTRICT OF BASTROP
COUNTY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXECUTED as of this ____ day of _____, 202__, by WEST BASTROP VILLAGE, LTD for the sole purpose of acknowledging and agreeing to Section 2.1 of this Agreement.

WEST BASTROP VILLAGE LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____