

851024-49

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

RESOLVED that the City Council of the City of Austin hereby authorizes the Mayor or the City Manager to execute the Interlocal Cooperation Agreement with the City of Bastrop attached to this resolution as Exhibit "A".

ADOPTED: October 24, 1985 ATTEST: James E. Aldridge
James E. Aldridge
City Clerk

AFM:lh

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made by and between the City of Bastrop, a general law city organized and existing under the laws of Texas (hereinafter "Bastrop"), and the City of Austin, a home rule city organized and existing under the laws of Texas, ("Austin") pursuant to the power and authority granted to local governments by The Interlocal Cooperation Act, Tex.Rev.Civ.Stat. Ann. art. 4413(32c).

R E C I T A L S

A. In an effort to assert regulatory authority over land development in western Bastrop County, both Bastrop, at the request of landowners, and Austin, as a consequence of annexation to the Travis County - Bastrop County line, have included area in western Bastrop County in their respective extrateritorial jurisdiction ("ETJ").

B. The competing claims to ETJ by Bastrop and Austin have resulted in an action pending in the 21st District Court of Bastrop County, entitled City of Austin v. City of Bastrop, Cause No. 18,056 (the "Litigation").

C. Bastrop and Austin desire to resolve the Litigation and the dispute concerning each city's respective ETJ and jurisdiction over development of land in western Bastrop County in a manner that assures both Bastrop and Austin, their respective citizens, and other interested parties that development in western Bastrop County is regulated in a manner designed to protect the Colorado

River and associated drainage basins and the general public health, safety, and welfare.

NOW THEREFORE, in consideration of the following mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bastrop and Austin agree as follows:

1. Austin agrees within fourteen (14) days to enact an ordinance ceding to Bastrop those portions of Austin's ETJ which were in issue in the Litigation, it being the purpose of Austin withdraw its ETJ to the extent it included any areas shown on the attached Exhibit A to be within the ETJ of Bastrop, and to grant to Bastrop such ETJ as Austin may have ever acquired over the areas that are shown on Exhibit A to be within the ETJ of Bastrop, and the purpose of Bastrop to accept and retain such ETJ. Exhibit A is identical to the Exhibit A attached to Bastrop's Answers to Plaintiff's First Interrogatories filed in the Litigation.
2. With respect to property in the ETJ of either city located partially or entirely in the area marked by red cross-hatching on the map attached as Exhibit B to this Agreement, Bastrop and Austin agree as follows:
 - A. Each city shall provide adequate notice to the other of the filing of any application or request for an exemption or variance from subdivision

regulations or to subdivide property. For purposes of this Section 2, "adequate notice" is defined as not less than ten (10) days prior to the date set for hearings before the Planning and Zoning Commission and/or the City Council. Each city shall thereby provide an opportunity to the other city to review such application or request and the Planning and Zoning Commission or City Council of each city, as applicable, shall consider the comments, if any, offered by the other city, prior to final action approving or disapproving such exemption, variance, or subdivision request.

- B. Each city shall provide adequate notice to the other of the filing of any application or request for consent to the creation of any water, wastewater, or roadway utility district or corporation or consent to incorporation of any area as a municipality. Each city shall thereby provide an opportunity for the other city to review such application or request and the Planning and Zoning Commission or City Council of each city, as applicable, shall consider the comments, if any, offered by the other city, prior to final action approving or disapproving such

consent to the creation of any water, wastewater or roadway utility district or corporation or consent to incorporation of any area as a municipality.

- C. Each city shall provide adequate notice to the other of the filing of any application or request for proposed adoption of or amendments to ordinances regulating or otherwise affecting property in the ETJ. Each city shall thereby provide an opportunity for the other city to review such proposed ordinance or amendment and the City Council of each city shall consider the comments, if any, offered by the other city, prior to final action approving or disapproving such proposed ordinance or ordinance amendment affecting property in the ETJ.
- D. Each city agrees, upon the request of the other city, to consider providing technical assistance in the review of subdivisions, requests for exemptions or variances from the subdivision ordinance, and proposed ordinances or ordinance amendments applicable in each city's respective ETJ.
- E. Each city agrees, upon the request of the other city, to consider assisting in the enforcement of

ordinances applicable in the other city's ETJ, including without limitation the prosecution of a suit for injunctive relief to cure violations of ordinances regulating the development of land in the ETJ and applying the standards and regulations applicable to property within each city's respective ETJ.

3. Bastrop and Austin agree to cooperate in a unified effort to upgrade subdivision review standards applied by the Commissioners Courts of Bastrop and Travis Counties.
4. Bastrop and Austin agree to cooperate and share technical expertise in the adoption of water and wastewater standards in rural areas.
5. Bastrop and Austin agree to coordinate and cooperate in efforts to increase protection of surface and ground water supplies through watershed protection ordinances and proposed state legislation and administrative action concerning the Colorado River and associated drainage basins.
6. Bastrop and Austin agree to coordinate and cooperate in preparing a transportation and land use corridor study to manage growth between Bastrop and Austin.
7. Bastrop and Austin intend for this Agreement to be broadly construed in accordance with the Interlocal

Cooperation Act, Tex.Rev.Civ.Stat.Ann. art 4413(32c) to effectuate the purposes, terms, rights, objectives, duties, and responsibilities of the parties. Each city providing services or assistance to the other city, or performing other duties or obligations arising under this Agreement, shall do so at its own cost and shall pay for the performance of such services, assistance, duties or obligations from current revenues available to such city and at no cost to the City to which such services, assistance, duties or obligations are supplied.

8. While it is contemplated that this Agreement is a permanent agreement, effectuating a full and final settlement of the Litigation, nothing in this Agreement shall preclude the parties' entering into future agreements with each other or with other municipalities in the area for the purpose of making such adjustments in the boundaries of their respective extra-territorial jurisdictional lines, including the ETJ which is the subject of this Agreement, as is permitted by law.

9. Notices shall be given as follows:

If to the City of Austin, to:

Director, Office of Land Development Services
P.O. Box 1088
Austin, Texas 78767

If to the City of Bastrop, to:

City Secretary
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

Either party may be written request designate an
alternative address for notice.

WHEREFORE, the respective City Councils of Bastrop and
Austin have authorized their respective Mayors to execute
this Agreement on behalf of and as the act of the respective
cities this _____ day of _____, 1985.

ATTEST: _____

Mayor David Lock
City of Bastrop

ATTEST: _____

Mayor Frank C. Cooksey
City of Austin

APPROVED AS TO FORM:

Roy Rutland
City Attorney for Bastrop

Paul C. Isham
City Attorney for Austin

DISK #1-.025

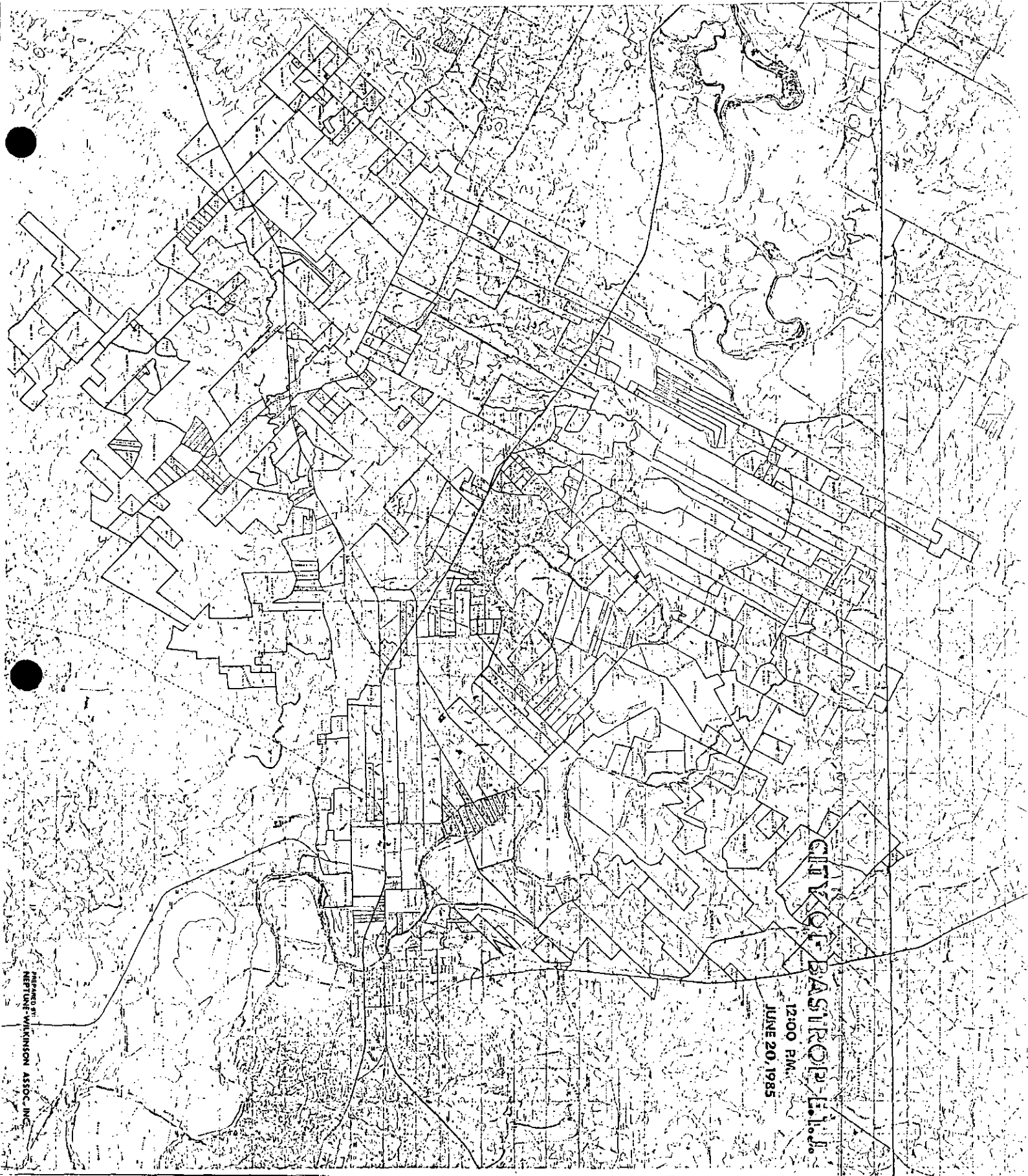


EXHIBIT "A"

