

INTERLOCAL COOPERATION AGREEMENT

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of the date of execution by authorized representatives of the parties, by and between the **City of Austin**, Texas ("Austin"), a Texas home rule municipal corporation, and the **City of Cedar Park**, Texas ("Cedar Park"), a Texas home rule municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, Austin and Cedar Park (sometimes hereinafter collectively referred to as the "cities" or "parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

Whereas, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all citizens;

Whereas, agreement regarding areas adjacent to the cities' respective corporate limits or extraterritorial jurisdiction ("ETJ") will assist and enhance the planning and development of capital improvement programs and services;

Whereas, Cedar Park has requested that Austin release that portion of Austin's ETJ, owned by the State of Texas Parks and Wildlife Department, and leased to Williamson County, Texas for use as parkland. Such release area is approximately 34.08 acres as identified in Exhibit "A" (the "Release Area") attached hereto and incorporated herein for all purposes. Austin has agreed to release the Release Area to Cedar Park as set out in this Agreement so that it can be annexed into the Cedar Park city limits; and

Whereas, this Agreement will accomplish legitimate public purposes of both cities and will permit dependable urban planning that will benefit the public health, safety, and welfare of the cities' respective present and future citizens;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code*, and *Chapt. 42, Tex. Loc. Gov't. Code*, and as otherwise authorized and permitted by the City Charter of Austin, the City Charter of Cedar Park, and the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

Article One
Findings and Declarations.

Section 1.1. Fact Findings. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective city councils of Austin and Cedar Park to be true and correct. It is further found and determined that both the governing body of the City of Austin and the City of Cedar Park have authorized and approved this Agreement by resolution duly adopted by such respective governing body, and such resolutions provide that the terms, provisions and conditions of such resolutions and this Agreement will be and become in full force and effect upon the execution of this Agreement by their respective authorized representatives.

Section 1.2. Future Development Requirements.

Future development within the Release Area will be limited to low impact parkland uses as such uses are defined below in this Agreement and as are reasonable and necessary for the preservation and protection of water quality, the watershed, and valuable natural resources.

Effective Date and Nature of Agreement.

Section 2.1. Effective Date. The term of this Agreement shall commence on the date of signature by authorized representatives of both cities ("Effective Date").

Section 2.2. Intent and Purpose. The intent and purpose of this Agreement is to provide for the effective and efficient urban planning, the review and approval of land development, and the planning of future municipal services, for the geographic area shown in Exhibit "A" (the "Release Area").

Section 2.3. Map. The parties agree and intend that the when identifying the Release Area, the map in Exhibit "A" shall control over any and all word descriptions in case of conflict; provided that to the fullest possible extent the map and the word descriptions shall be construed and interpreted in a manner to give effect to both consistent with the law applicable to ascertaining the boundaries of political subdivisions.

Article Three
Actions By Cedar Park.

Section 3.1. Urban Planning. Cedar Park will be solely responsible for providing urban planning for the Release Area and will review, provide oversight and appropriate inspections to enforce all relevant portions of the City of Cedar Park development codes and standards within the Release Area,

including, but not limited to, regulations addressing site development, subdivision, park trees and landscaping, water quality, and stormwater management.

Section 3.2. Development Regulations. The City of Cedar Park shall allow only low impact parkland development of a type similar to development already found in the Release Area and shall prohibit all other types of development within the Release Area. The term "low impact parkland" means that the property will have limited development such that the majority of the Release Area will remain in a natural state. The term "development" refers to existing facilities (buildings, roads, parking lots, etc.) and does not limit future use of the property for any type of recreational parkland use, including use of the area or facilities for overnight camping.

The Critical Water Quality Zone is defined by a 200 foot setback ("buffer") from centerline of Buttercup Creek. No additional impervious cover will be constructed in the Critical Water Quality Zone (CWQZ) except as described below:

- Buffer averaging may be used to accommodate construction of seven cabins (approximately 2,000 sq. ft. each) in the CWQZ by decreasing the buffer to minimum setback distance of 75 feet from the creek centerline if the CWQZ is extended by the equivalent amount in another area on site preserving a total CWQZ area of 595,409 sq ft. This is applicable only for the above seven cabins. All other new development must be outside the 200 foot CWQZ.

Development on the site will be limited to 35% impervious cover on a net site area basis for an approximate total of 254,953 sq. ft. of impervious cover. This limit includes existing and future development.

All new impervious cover requires City of Austin standard ("1/2 inch plus") water quality (WQ) controls. Innovative WQ controls such as rain gardens, rain water harvesting, biofiltration ponds, vegetative filter strips may be used as defined in City of Austin regulations and criteria.

- If any WQ control requirement conflicts with requirements of the Texas Commission on Environmental Quality (TCEQ), TCEQ requirements will supersede these requirements. Otherwise, the requirements of this agreement will be implemented.

At the time of cabin construction, existing parking areas in the CWQZ will be retrofitted with standard WQ controls as described above (including innovative WQ control options).

All revegetation is to be a native seed mix as defined in the Williamson County Sustainable Roadsides Manual, Chapter 2 Best Management Practices.

The site will establish and implement an Integrated Pest Management (IPM) plan that requires use of least toxic alternative for pesticide and minimizes fertilizer use.

Tree removal will comply with City of Cedar Park tree regulations. No removal of heritage trees (26" or greater) is permitted without Cedar Park Council approval. In addition, the following applies within the critical water quality zone (200' of creek centerline):

- Any tree removed in the CWQZ that is 8" or greater will be replaced 1 to 1 within the CWQZ.

Section 3.3. Enforcement and Compliance. The standards, regulations and conditions set forth in this Agreement for the review and approval of development within the Release Area shall be applied and enforced by Cedar Park, its officers, employees, agents and representatives, in a manner consistent with the wording and intent of this Agreement. They shall remain development regulations and requirements of Cedar Park in the Release Area. It shall be an event of default under this Agreement unless the standards and regulations set forth in this Agreement are applied and enforced in a manner consistent with the intent of this Agreement.

Article Four Actions By Austin. Release of ETJ

Section 4.1. ETJ Release. Austin will release to Cedar Park the Release Area. The release of ETJ to Cedar Park will occur upon execution of this Agreement by both parties; provided that such release is subject to the condition that Cedar Park agrees to the application and enforcement of the standards, regulations and conditions set forth in this Agreement for the review and approval of development within the Release Area. It is the intent of the parties that the Release Area be released to Cedar Park and to no other municipality. In the event that this Agreement or the release of the Release Area to Cedar Park are found to be ineffective or invalid, the release of the Release Area to Cedar Park hereunder shall be void and the Release Area shall be deemed never to have been released from Austin's ETJ.

Article Five General and Miscellaneous.

Section 5.1. Development Approval and Policy Making Authority. Cedar Park shall have exclusive responsibility for urban planning within the Release Area that is consistent with this Agreement,

and the approval of land development and subdivisions within the Release Area in compliance with this Agreement. Cedar Park shall further have control, supervision and policy making authority for and with respect to city services and future services within the Release Area, to the fullest extent authorized by State law and not inconsistent with this Agreement.

Section 5.2. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the cities to undertake any other action or to provide any service within the Release Area, except as specifically set forth in this Agreement.

Section 5.3. Jurisdiction. This Agreement shall not be deemed to extend or increase the jurisdiction or authority of either of the cities except as necessary to implement and give effect to this Agreement. All governmental and proprietary functions and services to be performed and provided by Cedar Park within the Release Area shall, except as provided otherwise by State law and in this Agreement, be and remain in the sole discretion of Cedar Park. Nothing in this Agreement shall be deemed to be applicable to, or an attempt to limit or restrict, the legal rights, authority or jurisdiction of any other governmental entity.

Section 5.4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Cedar Park waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 5.5. Quality of Service. Except that Cedar Park will review and approve or disapprove subdivisions and land development within the Release Area in compliance with the requirements set forth in Section 3.1, this Agreement is not intended to and shall not be deemed to establish any additional requirement for, or any specific or implied additional standard or quality for, any level of planning or service to be provided by Cedar Park within the Release Area. Provided that Cedar Park shall enforce the planning and land development standards set forth in Section 3.1, the level and quality of urban planning and services to be provided within the Release Area shall be established by Cedar Park's budgets, appropriations, resolutions and ordinances adopted by its governing body in the exercise of its legislative discretion.

Section 5.6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both Austin and Cedar Park and authorized by their respective governing bodies.

Section 5.7. 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 particular 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 hereto 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 validated and enforceable.

Section 5.8. 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.

Section 5.9. 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.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

Executed this the _____ day of _____ 20__.

City of Austin, Texas

City of Cedar Park, Texas

Marc A. Ott, City Manager

Brenda Eivens, City Manager

Attest:

Attest:

Shirley Gentry, City Clerk

LeAnn Quinn, City Secretary



Cedar Park ETJ Release Request

ETJ-09-001



City of Austin
Planning and Development Review
August 4, 2009

Current Jurisdiction

- Austin Full Purpose Jurisdiction
- Austin ETJ
- Cedar Park City Limit

Release Area

0 0.125 0.25 0.5 Miles



This map has been produced by the City of Austin for reference purposes and is not warranted for any other use. No warranty is made by the City regarding its accuracy or completeness.