



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 18
AGENDA DATE: Thu 04/14/2005
PAGE: 1 of 1**

SUBJECT: Approve an Interlocal Agreement with the City of Buda delegating the authority to review and approve the Green Meadows subdivision applications and related construction in a 1.4 acre area in Austin's ETJ within Hays County.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

REQUESTING Watershed Protection and **DIRECTOR'S**
DEPARTMENT: Development Review **AUTHORIZATION:** Joe Pantalion

FOR MORE INFORMATION CONTACT: Patrick Murphy, Environmental Officer, 974-2821;
Jacqueline Ramos, 974-3371

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

This Interlocal Agreement has been requested by the City of Buda under Section 212.007 of the Local Government Code. The Agreement will grant the authority for the City of Buda to review and approve the 61.3 acre Green Meadows Subdivision. All but 1.4 acres of the subdivision is already located within the City of Buda's ETJ. However, without this Agreement the City of Austin would be required to review and approve the subdivision under the Local Government Code. Staff has reviewed the request and has no objection to delegation of approval authority to the City of Buda, subject to compliance with the City of Buda's subdivision regulations. The 50' strip remains in the City of Austin's ETJ in order to maintain contiguity with remaining ETJ areas. The Green Meadows subdivision is located east of the Edwards aquifer and no significant environmental issues have been identified for development of the subdivision.



Founded 1881

P.O. Box 1218 Buda, Texas 78610 Phone (512) 295-6331 or (512) 312-0084

Incorporated 1948

Fax (512) 312-1889

Tuesday, February 22, 2005

City of Austin
City Manager-Toby Futrell
P. O. Box 1088
Austin, TX 78767-8804

RE: Inter-local Cooperation Agreement
City of Austin and City of Buda-Green Meadows Subdivision

Ms. Futrell,

Enclosed, you will find two (2) draft copies of the Interlocal Cooperation Agreement between the City of Austin and the City of Buda, signed by Mayor John Trube of Buda. Texas Local Government Code Section 212.007 provides that when a tract of land proposed for development lies within the extra-territorial jurisdiction ("ETJ") of more than one municipality, the municipality with the largest population has the authority to approve subdivision applications unless the affected municipalities agree otherwise. Please forward one copy with original signatures back to the City of Buda, P. O. Box 1218, Buda, TX 78610. Should you have any questions, please feel free to contact this office at 512 312-0084.

Sincerely,

Toni Milam
Administrative Assistant to the
City Administrator

Enclosures

cc: File
Brad Whittington

MAR-09-05 WED 12:00 PM CITY OF AUSTIN LAW DEPT

FAX NO. 5129746490

P. 02/03

Const. Land & Water

DUVALL & GRUNING, PLLC

112 North I BJ Drive
San Marcos, Texas 78666
Telephone (512) 393-2051
Facsimile (512) 392-3303

ATTORNEYS AT LAW

MAR 07 2005

Jim Duvall
jdavall@corridor.net

Peter Gruning
pgruning@corridor.net

Elly Del Prado Dietz
Associate
edietz@corridor.net

March 3, 2005

Mr. David Lloyd
Attorney at Law
301 W 2nd Street
Austin, TX 78767

Re: Green Meadows Interlocal Agreement

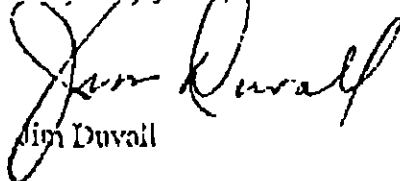
Dear David:

I am enclosing a copy of Exhibit "A" that was sent to me by Bob Mathis to be attached to the Interlocal Agreement concerning the Green Meadows Subdivision.

I spoke with Bob as to the amount of time it might take to build out this subdivision, and in his opinion, six years should be an adequate number. If you will put that in the blank in the contract, and have the contract executed and returned to me, I would appreciate it.

If you need anything further from me, please do not hesitate to call.

Very truly yours,



Jim Duvall

JD/bjn
Enclosure

cc: Mr. Bob Mathis, City Administrator
City of Buda
P.O. Box 1218
Buda TX 78610

INTERLOCAL COOPERATION AGREEMENT

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of this the ____ day of _____ 2005 by and between the **City of Austin, Texas** ("Austin"), a Texas home rule municipal corporation, and the **City of Buda, Texas** ("Buda"), a Texas general law municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, Texas Local Government Code Section 212.007 provides that when a tract of land proposed for development lies within the extra-territorial jurisdiction ("ETJ") of more than one municipality, the municipality with the largest population has the authority to approve subdivision applications unless the affected municipalities agree otherwise; and

Whereas, Buda has requested that Austin delegate to Buda review and approval authority for a proposed subdivision, and public and private construction improvements within the proposed subdivision ("the Green Meadows Subdivision"), which subdivision includes land that is located within the ETJ of both cities; and

Whereas, Austin and Buda recognize that this Agreement will accomplish legitimate public purposes of both cities and will permit urban planning and regulation of development that will benefit the public health, safety and welfare;

NOW, THEREFORE, pursuant to *Chapter 791, Texas Government Code*, and *Section 212.007, Texas Local Government Code*, and as otherwise authorized and permitted by the City Charter of Austin 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.

Section 1.1. The recitals above are adopted as findings by the governing bodies of Austin and Buda, and are incorporated herein for all purposes. The governing bodies of Austin and Buda have authorized and approved this Agreement.

Article Two Term and Nature of Agreement.

Section 2.1. Term of Agreement. The term of this Agreement shall commence on the date of signature by authorized representatives of both cities ("Effective Date") and continue in full force and effect for a period of 6 years.

Section 2.2. Termination by Parties. Notwithstanding any other term or condition

herein, this Agreement may be terminated by either party by giving thirty days (30) written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, certified, return receipt requested.

Section 2.3. Intent and Purpose. The intent and purpose of this Agreement is to provide that the Buda shall be responsible for the review and approval of subdivision applications for the Green Meadows Subdivision, which is more specifically described in Exhibit A to this Agreement, and that Buda shall also be responsible for review and approval of public and private construction improvements within the subdivision.

Article Three

Review and Approval of Green Meadows Subdivision and Construction

Section 3.1. Subdivision and Construction Review and Approval. Austin delegates to Buda its authority to review and approve preliminary plans, plats (including amending plats or replats) for the area of the Green Meadows subdivision, as described in Exhibit A. Buda shall review Green Meadows subdivision application(s) for compliance with Buda regulations and state law, and is authorized approve the plat on behalf of Austin if it meets all requirements. Further, the parties agree that Buda shall be responsible for review and approval of public and private construction improvements within the Green Meadows subdivision, including that portion within Austin's ETJ, and is authorized to approve such construction if it complies with applicable regulations. Buda's subdivision and construction regulations shall apply to the property.

Section 3.2. Enforcement and Compliance. Buda, its officers, employees, agents and representatives, shall administer, enforce and require compliance with all Buda regulations and state law applicable to the property.

Article Four

General and Miscellaneous.

Section 4.1. 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 area of the Green Meadows subdivision, except as specifically set forth in this Agreement.

Section 4.2. 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 Buda waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

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 4.6. 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.

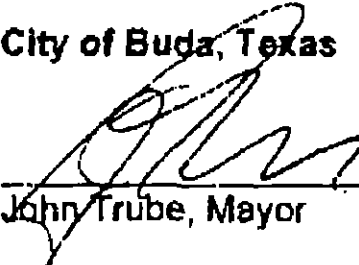
IN WITNESS WHEREOF, the authorized representatives of the Cities have executed this Agreement.

City of Austin, Texas

City of Buda, Texas

Toby Futrell, City Manager

Date: _____



John Trube, Mayor

Date: _____

2-15-05

