

RESOLUTION NO. R78-08-04-10-4C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE CITY MANAGER AS MANAGING OFFICIAL TO EXECUTE AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY RELATED TO SUBDIVISION REVIEW PURSUANT TO PROVISIONS OF CHAPTER 242, LOCAL GOVERNMENT CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, V.T.C.A., Government Code Section 791.001, et seq., cited as the Texas "Interlocal Cooperation Act," provides that any one or more political subdivisions of the state may contract with each other for the performance of governmental functions and services, and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the state and the mutual benefit of the parties; and

WHEREAS, Chapter 242 Texas Government Code requires that cities and counties develop written agreements that provide developers of land unified platting review in the extraterritorial jurisdiction (ETJ) of cities; and

WHEREAS, the governing bodies of Travis County and the City of Cedar Park find it mutually beneficial and in the best interest of the citizens of Williamson County and the City of Cedar Park to enter into an Interlocal Agreement providing for unified platting review in the extraterritorial jurisdiction (ETJ) of the City of Cedar Park.

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

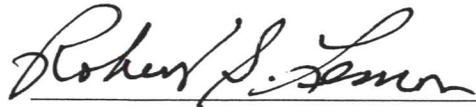
SECTION 1. That the Cedar Park City Council hereby authorizes the City Manager as Managing Official to execute an Interlocal Agreement with Travis County whereby the City of Cedar Park will exercise exclusive jurisdiction and apply city standards to subdivisions and platting reviews with the extraterritorial jurisdiction of the city as shown on Exhibit A.

SECTION 2. That Travis County will exercise exclusive jurisdiction and apply standards to subdivisions and platting reviews with the extraterritorial jurisdiction of the City of Cedar Park as shown on Exhibit A1.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

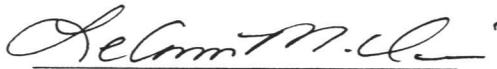
PASSED AND APPROVED this the 10<sup>th</sup> day of April, 2008.

CITY OF CEDAR PARK, TEXAS



Robert S. Lemon, Mayor

ATTEST:



LeAnn M. Quinn, TRMC  
City Secretary

APPROVED AS TO FORM  
AND CONTENT:



Charles W. Rowland, City Attorney



**AGREEMENT ON SUBDIVISION PLATTING  
IN THE EXTRATERRITORIAL JURISDICTION  
BETWEEN THE CITY OF CEDAR PARK AND TRAVIS COUNTY**

This Agreement is made and entered into by and between the City of Cedar Park, Texas ("the City") and Travis County, Texas ("the County"), hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, counties are statutorily responsible for and the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure located in the unincorporated areas of counties; and

WHEREAS, a municipality has authority over infrastructure and other aspects of land development under various statutes in the unincorporated area located within a municipalities ETJ (extraterritorial jurisdiction); and

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and

WHEREAS, subdivision review and approval is used by counties and municipalities to ensure that infrastructure and development in unincorporated areas is not constructed in a manner adverse to their respective interests; and

WHEREAS, the Parties desire to coordinate the exercise of their respective subdivision platting authorities as provided in §242.001(d)(3), Local Government Code;

NOW, THEREFORE, the Parties agree as follows:

**I. Managing Officials.**

A. Designation.

1. Each Party shall designate a person ("Managing Official") to act on its behalf for purposes of administering this Agreement, coordinating subdivision platting regulations, review of applications, and resolving subdivision platting issues.
2. The County appoints as its Managing Official the following officer:

Joseph P. Gieselman (or successor)  
Executive Manager  
Transportation and Natural Resources Department  
411 W. 13<sup>th</sup> St.  
Executive Office Building, 11<sup>th</sup> Floor  
P.O. Box 1748  
Austin, Texas 78767

3. The City appoints as its Managing Official the following officer:

Brenda Eivens (or successor)  
City Manager  
600 N. Bell Boulevard  
Cedar Park, TX 78613

B. Duties and Responsibilities.

1. The Managing Officials shall oversee and coordinate all aspects of this Agreement, including:
  - a. identifying high priority areas of concern, opportunities for cooperation, and upcoming workload requirements, both routine and of a specialized nature; and
  - b. reviewing and evaluating on a regular basis this Agreement and its implementation by the Parties, and identifying and implementing or recommending any amendments to this Agreement or improvements and revisions to the processes and requirements that it contains.
2. Each Managing Official shall have the authority to speak for the Party he or she represents and the other Party shall be entitled to rely on the representations made by the other Party's Managing Official.
3. The Managing Officials may consult with individuals and representatives of interest groups whose interests are affected by decisions and recommendations made by the Managing Officials and may establish such focus or working groups as they may consider helpful to advise the Managing Officials and Parties on issues related to the administration of this Agreement.

### C. Notification of Change in Designation.

Each Party shall immediately inform the other if its designation of a Managing Official changes, either through resignation or promotion or other direct personnel action or through departmental restructuring or other functional reorganization or reassignment of responsibilities.

## II. Application and Review Process.

### A. Apportionment, Continued Jurisdiction and Plat Notes.

1. The City shall have exclusive jurisdiction to regulate subdivision plats and approve subdivision construction plans related permits in its apportioned area of its ETJ, as shown on Exhibit "A", attached hereto and made a part hereof, and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Local Government Code and other statutes applicable to municipalities.
2. The County shall have exclusive jurisdiction to regulate subdivision plats and to approve subdivision construction plans related permits in its apportioned area of the City's ETJ, as shown on Exhibit "1-A", and shall have sole authority to regulate subdivisions there under Chapter 232, Local Government Code and other statutes applicable to counties..
3. The parties may amend this agreement if the City's apportioned area of its ETJ expands or is reduced. The City shall notify the County prior to any expansion or reduction in the City's apportioned area of its ETJ. The City will not add area to its ETJ until the City and County have amended this Agreement to address the boundary change.
4. During the platting of subdivisions within its apportioned area of its ETJ, the City agrees to uphold the OSSF-related (On-Site Sewage Facilities) residential lot size minimum of one (1) acre for tracts over the Edwards Aquifer or its contributing zone.
5. The parties agree that the County shall continue to issue OSSF permits and regulate septic systems within the City's apportioned area of its ETJ.
6. During the subdivision review each Party Managing Official will:
  - a. Upon receipt of a subdivision application send the other Party's Managing Official a copy of the subdivision plan/plat;
  - b. Upon plat recordation, send a copy of the recorded plat/plan to the other Party's Managing Official;
  - c. Ensure that approval of all submissions, subject to subdivision reviews made under this agreement, is conditioned on the subdivider's dedication of right-of-way for and construction of roadway improvement identified in are consistent with the CAMPO Plan (or the successor to the CAMPO PLAN) to the extent roughly proportional to the impact of the subdivision on the area roadway network.
7. During the platting of subdivisions within its apportioned area of its ETJ, the City agrees

to uphold the following in connection with the National Flood Insurance Program (NFIP):

- a. Subdivisions shall be designed consistent with the need to minimize flood damage within flood prone areas.
  - b. All public utilities and facilities shall be located and constructed to minimize or eliminate flood damage.
  - c. Adequate drainage shall be provided to reduce exposure to flood damage.
  - d. Platting of subdivisions greater than five (5) acres or fifty (50) lots, whichever is less, shall include detailed engineering documents adequate to determine base flood elevations.
  - e. The County shall retain the prerogative to authorize Letters of Map Revision (LOMR) and Conditional Letters of Map Revision (CLOMR).
  - f. The County shall provide the City with copies of all authorized LOMR's and CLOMR's.
  - g. Basic Development Permits issued by the County shall continue to be required within the City's apportioned area of its ETJ. The owner or developer is responsible for ensuring that the Basic Development Permit is obtained when necessary.
8. During the platting of subdivisions within its apportioned area of ETJ, the City agrees to require the addition of the following note to all subdivision plats.

“All or part of this subdivision is within the extraterritorial jurisdiction of the City of Cedar Park (the City). Under Chapter 242, Local Government Code, the City has sole and exclusive jurisdiction over approval of this plat. However, Travis County retains sole and exclusive jurisdiction over maintenance of public roads in, and issuance of onsite sewage permits and development permits for, this subdivision until annexed by the City. The City's approval of this plat does not ensure Travis County's acceptance of the roads for maintenance, or approval of onsite sewage permits or development permits for the subdivision. The owner or developer is responsible for ensuring that the requirements of this plat are consistent with and do not prevent acceptance of the roads or issuance of onsite sewage permits and development permits for the subdivision. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits. Travis County's Development permit is required prior to any site development.”

9. During the platting of subdivisions within its apportioned area of ETJ, the County agrees to require the addition of the following note to all subdivision plats.

“Prior to construction occurring on any lot in this subdivision, a Building Permit shall be obtained from the City of Cedar Park. Prior to any development other than single family or duplex construction on any lot, in addition to a Building Permit, a Site Development Permit shall also be obtained from the City of Cedar Park. Additionally, review and approval for accessibility for emergency services is required to be performed by the Emergency Service Provider or a designee and shall include, but not be limited to block lengths and cul-de sacs, including all variances requested

to Travis County's standards. ”

10. During the platting of subdivisions within its apportioned area of ETJ, the County agrees to designate such areas as suburban.
11. An address plat shall be provided to the other party after completion of the addressing process by the appropriate entity.

**B. Action by Approving Authority.**

1. For purposes of §12.002, Property Code, approval or denial of or other action on an application shall be determined by the Commissioners Court, Planning and Zoning Commission, City Council, or other official or entity vested with the legal responsibility and authority to make that decision for the Party with jurisdiction in the apportioned area (“Approving Authority”). Each Party retains full statutory and regulatory authority to make final decisions within its jurisdiction.
2. Within one (1) business day of action by its Approving Authority, each Party shall communicate its decision to the other Managing Official. Once both Parties have informed the other Managing Official of their decisions, the Managing Official shall inform the applicant of the decision.
3. For purposes of §12.002, Property Code, and other laws applicable to the approval and filing of subdivision plats, a subdivision plat covered by this Agreement shall be considered approved as provided by law only if it complies with all applicable regulations established by the City and with all applicable regulations established by the County, and it bears the appropriate indicia from each Party either that:
  - a. it was approved by the Approving Authority for that Party, either affirmatively or statutorily by operation of law; or
  - b. it is exempt from approval by that Party.

**III. Geographic Scope.**

This Agreement applies only to the ETJ of the City as it exists on the effective date of this Agreement. The City shall notify the County at least thirty (30) days in advance of any proposed change in its full purpose city limits, limited purpose corporate limits, or ETJ, to the extent the proposed change affects a boundary in Travis County. The City shall also notify the County immediately of any final change in its full purpose corporate limits, limited purpose corporate limits, or ETJ, whether resulting from annexation, disannexation, legislation, judgment of a district or other trial-level court, or any other means. The City and the County shall supplement this Agreement to apportion the subdivision platting authority for any area that is subsequently added to the City's ETJ and is also located within Travis County.

**IV. Revision of Plats Fair Notice Act**

Pursuant to Section 232.0095, Local Government Code, the County hereby adopts Sections 212.013 through 212.016, Local Government Code, in the County's apportioned area of the City's ETJ and shall process plat vacations, replats, and amending plats there as provided in those sections.

1. The approval, disapproval, or conditional approval of an application for a permit shall be considered solely on the basis of any orders, regulations, ordinances, rules, expiration dates, or other properly adopted requirements in effect at the time of filing.
2. This section shall only apply to those submissions that provide "fair notice" of the project and nature of the permit sought. The original application, plan for development, or plat application is considered to provide "fair notice" only if it contains all of the following;
  - a. the boundaries of the entire development;
  - b. the names of adjacent platted subdivisions or the names of the record owners of adjoining unplatted property;
  - c. the location, width and names of all existing or platted streets or public rights-of way and all existing easements within and adjacent to the development;
  - d. the layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;
  - e. the general arrangement and designations of land uses, and any sites for special use (e.g., for parks, open space, detention, or other public facilities);
  - f. the approximate location of the 25-year flood plain and the 100-year flood plan, the location and width of existing drainage channels, creeks and water courses within the development; and
  - g. the proposed location of proposed drainage courses and any necessary offsite extensions.
3. This section does not apply to regulations described in Section 245.004 of the Texas Local Government Code, a project that has undergone a major change, or a project for which the application or all permits expire.
4. Preliminary Plans and related subdivision plats, site plans, and all other development permits for land covered by the Preliminary Plans or subdivision plats are considered collectively to be one (1) series of permits.
5. An application or plan expires if it does not provide fair notice, the City sends a written notice to the applicant within ten (10) business days of filing specifying the missing information and when the application will expire, and the applicant fails to submit all of the missing information within forty five (45) days of the application being filed.

## **V. Miscellaneous.**

### **A. Severability.**

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

### **B. No Third Party Beneficiaries.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.

### **C. Duration and Termination.**

This Agreement takes effect upon the complete execution of the Agreement by the Parties. Any party may terminate this Agreement with one hundred eighty days (180) days written notice, provided both Parties have first executed a replacement agreement in compliance with §242.001, Local Government Code.

### **D. Preservation of Powers.**

Except as expressly provided otherwise herein, Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable to protect the public health, safety, and welfare.

### **E. Entire Agreement.**

This Agreement expresses the entire agreement between the Parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both Parties. Either Party may request to renegotiate this Agreement at any time.

### **F. Venue.**

This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Travis County, Texas.

### **G. Liability.**

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives any immunity or defense that would otherwise be available to it against

claims by third parties.

H. Binding Obligation.

This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

THE CITY OF CEDAR PARK, TEXAS

TRAVIS COUNTY, TEXAS

By: Brenda Eivens  
Brenda Eivens, City Manager

By: Samuel T. Biscoe  
Samuel T. Biscoe, County Judge

Date: 4-10-08

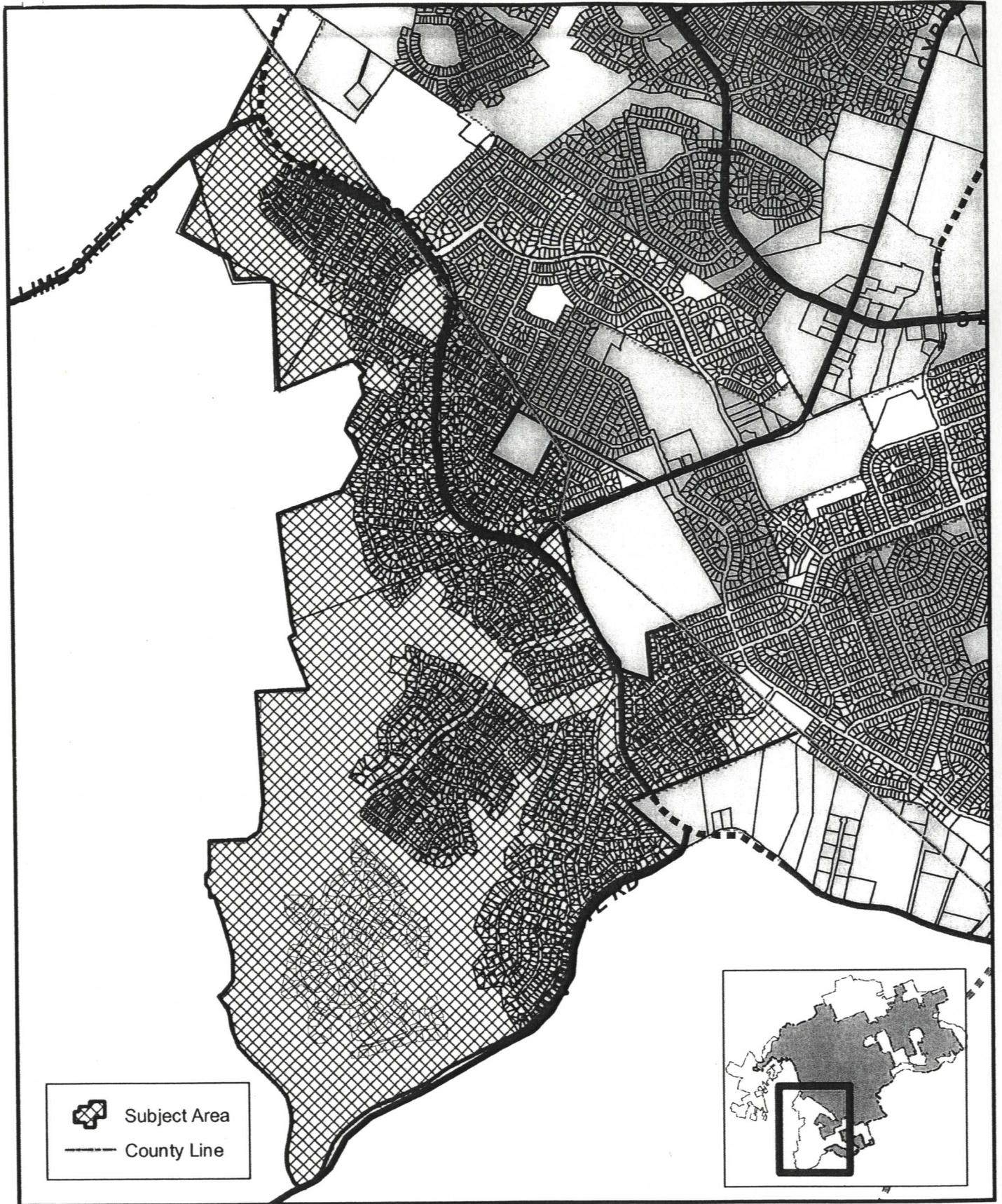
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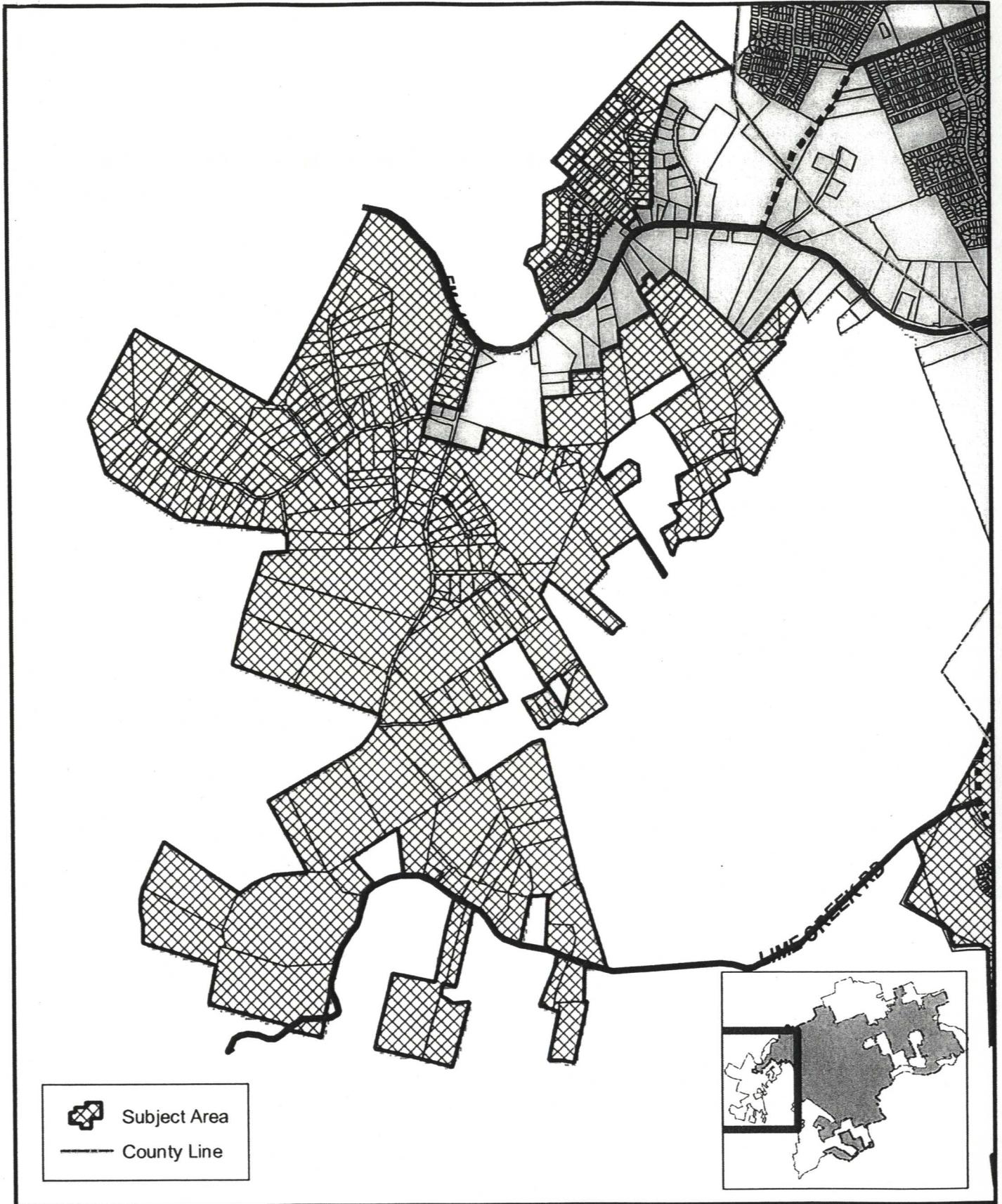
LeAnn M. Quinn  
LeAnn Quinn, City Secretary

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# EXHIBIT A





# EXHIBIT 1-A

