JD: 9/17/15
Item No. 46

AN ORDINANCE 2015-09-17-0819

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE COUNTY OF MEDINA REGARDING SUBDIVISION STANDARDS AND PROCEDURES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY.

* * * * *

WHEREAS, both the City of San Antonio ("city") and Medina County ("county") operate systems designed to approve subdivision plats as authorized under applicable state laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the city and county enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("ETJ") of the city; and

WHEREAS, in 2011 the City of San Antonio ("city") and Medina County ("county") renegotiated an Interlocal Agreement originally reached in 2004 pursuant to Chapter 242 of the Texas Local Government Code; and

WHEREAS, in 2015 the city and county amended and restated said Interlocal Agreement; and

WHEREAS, the governing bodies of the city and county believe it is in the best interest of both entities, and the health, safety and welfare of the citizens they serve to now amend that amended and restated agreement;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to execute a "Second Amendment to the City-County Interlocal Agreement for platting property within a portion of Extraterritorial Jurisdiction ("ETJ") of the City of San Antonio" in substantially the form attached hereto and incorporated herein as "ATTACHMENT 1."

SECTION 2. The initial term of the Interlocal Agreement shall be from the date of execution of the Agreement with a termination date of September 30, 2015. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2015. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least sixty (60) days notice of termination. The city agrees to give the county notice at least ninety (90) days before each expansion of its extraterritorial jurisdiction within the county so that it may exercise its termination rights if it desires.

SECTION 3. Should a contract not be executed within 90 days from the effective date of this Ordinance, the authority granted herein shall expire.

SECTION 4. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 17th day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

ON BEHALF OF

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**46 (in consent vote: 46, P-1, Z-1, Z-2, Z-4, Z-6, Z-9, P-5)**
Date:	09/17/2015
Time:	02:31:25 PM
Vote Type:	Motion to Approve
Description:	An Ordinance approving an Amendment to the Medina County Inter-Local Agreement which authorizes Development Services to review platting requests in the Medina County portion of the City of San Antonio Extraterritorial Jurisdiction for subdivisions lots between 5,999 square feet to 0.4 acres and development within the Texas Research Park Master Development Plan.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT 1

STATE OF TEXAS	§	**SECOND AMENDED AND RESTATED CITY-COUNTY INTERLOCAL AGREEMENT FOR PLATTING IN ETJ OF SAN ANTONIO**
	§	
	§	
COUNTY OF MEDINA	§	

This Second Amendment to the **City-County Interlocal Agreement ("Agreement")** for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, is entered into by and between the **CITY OF SAN ANTONIO,** a home-rule municipality, hereinafter referred to as **"CITY"** and the **COUNTY of MEDINA,** a political subdivision of the State of Texas, hereinafter referred to as **"COUNTY",** acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791 and the TEXAS LOCAL GOVERNMENT CODE, Chapter 242, and under the terms of the original **Agreement** approved by Ordinance number 2011-09 -01-0713, as amended by Ordinance number 2015-01-15-0021.

WITNESSETH

WHEREAS, both the **CITY** and **COUNTY** operate systems designed to approve subdivision plats as authorized under applicable state laws; and

WHEREAS, the TEXAS LOCAL GOVERNMENT CODE, Chapter 242, requires that the **CITY** and **COUNTY** enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction **("ETJ")** of the **CITY;** and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** entered into a City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved September 1, 2011 by Ordinance number 2011-09-01-0713; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** subsequently amended and restated that City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved January 27th, 2015 by Ordinance number 2015-01-15-0021; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now amend that amended and restated agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to establish and clarify each Party's obligations, costs, and the manner and method of approving subdivision plats for real property located within both the **COUNTY**

and the **ETJ** of the **CITY.**

1.02 The **ETJ** of the **CITY** may fluctuate from time-to-time during the term of this **Agreement** as a result of City Council action. The **CITY** agrees to notify the **COUNTY** in writing within 10 days of any and all City Council action that changes the **ETJ** during the term of this **Agreement** thereby affecting subdivision platting for real property within the boundaries of the **COUNTY.**

ARTICLE II
TERM

2.01 The initial term of this **Agreement** shall be from the date of execution of this **Agreement** with a termination date of September 30, 2016. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2016. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless terminated. Either of the Parties may terminate the **Agreement** upon giving the other Party at least sixty (60) days notice of termination. **CITY** agrees to give the **COUNTY** notice at least ninety (90) days before each expansion of its extraterritorial jurisdiction within the **COUNTY** so that it may exercise its termination rights if it desires.

ARTICLE III
APPLICABLE PROCEDURES

3.01 CITY and COUNTY agree that subdivision platting within the Medina County portion of the **ETJ** of the **CITY** will be in accordance with the standards and procedures of the **COUNTY,** except those plats stipulated in Paragraph 3.02 of this **Agreement.**

3.02 CITY and **COUNTY** agree that plat review and approval for subdivisions containing residential tracts of between 5,999 square feet and 0.4 acre, as well as parcels in the Texas Research Park, and at the request of the **COUNTY**, will be by the **CITY** in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas. With respect to parcels abutting the Texas Research Park, **COUNTY** shall be a certifying agency for purposes of **CITY** plat review and approval, and COUNTY shall comply with all **CITY** review timelines as stated in the **CITY's** Unified Development Code.

3.03 For those plats stipulated in Paragraph 3.02 of this **Agreement**, the **CITY** shall require the owner to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Trust Agreement, in an amount approved by the Director of Development Services, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure in order to release for recordation prior to construction, approval and acceptance. The template and requirements for a surety shall be the same as in the Unified Development Code and shall be made payable to the City of San Antonio. A condition of the bond, letter of credit or trust agreement shall be that the owner or owners of the tract of land to be subdivided will construct the roads or streets, stormwater drainage, and water distribution facilities of such subdivision within three years of plat approval or any approved time extension as provided in the Unified Development Code. The bond or letter of credit shall not be reduced or released until proper approval for the reduction has been obtained per the Unified Development Code, or the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the **CITY** and **COUNTY.**

3.04 For those plats stipulated in Paragraph 3.02 this **Agreement**, the **CITY** shall allow **COUNTY** inspectors access to road construction sites of subdivisions within the **ETJ. CITY** inspectors shall have control and approval authority of the road construction within the right -of- way. Upon notice from the **COUNTY,** the **CITY** shall halt construction if the applicable construction standards are not being met.

3.05 The **COUNTY** shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk. The **COUNTY** will reimburse the **CITY** on the last day of each month for the **CITY** platting fees collected.

3.06 Within the parameters of this **Agreement**, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in those portions of the **COUNTY** which are also within the extraterritorial jurisdiction of the **CITY**.

3.07 Within the parameter of this **Agreement**, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to on-site sewage facilities and floodplain development in those portions of the **COUNTY** which are also with the **ETJ** of the **CITY**.

3.08 Upon completion of all formal approvals, **COUNTY** shall be responsible for recording plats or causing plats to be recorded and approved in accordance with Paragraph 3.01 with the County Clerk's Office. The **COUNTY** will provide the **CITY** an annual summary of recorded plats that lie within the City's **ETJ**. Upon completion of all formal approvals, **CITY** shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

3.09 Nothing in this **Agreement** shall be construed to effect the authority of the **CITY** and its agency, the San Antonio Water System to enforce the **CITY'S** Water Quality Control and Pollution Prevention Ordinance to the extent currently provided in the City Code, Chapter 34, Article VI, of the City Code, within the **ETJ** of **CITY** and located in **COUNTY**. The **CITY** and the San Antonio Water System shall retain exclusive jurisdiction to enforce Chapter 34, Article VI, of the City Code within the **ETJ** of **CITY** and located in **COUNTY**.

ARTICLE IV
CONSIDERATION

4.01 The Parties agree and understand that each shall be responsible for its own costs and expense necessary to fulfill its responsibilities under this **Agreement**.

ARTICLE V
TEXAS LAW TO APPLY

5.01 This **Agreement** shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the **COUNTY** herein are performable in Medina County, Texas and all obligations of the **CITY** herein are performable in Medina County and Bexar County, Texas.

ARTICLE VI
LEGAL CONSTRUCTION

6.01 In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision s thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII
AMENDMENTS

7.01 This document embodies the entire agreement of the parties respecting the previous agreement, and restates it in its entirety so that the parties need not refer to anything other than this instrument to ascertain their rights and obligations as of the date of this instrument. No other amendment, modification or alteration of the terms shall be binding unless in writing, dated subsequent to the date of the **Agreement** and duly authorized by the governing bodies of the **CITY** and the **COUNTY.**

ARTICLE VIII
LIAISONS AND NOTICES

8.01 Unless written notification by the **COUNTY** to the contrary is received by **CITY,** the County Judge shall be the designated representative of the **COUNTY** responsible for the management of this **Agreement.**

8.02 Unless written notification by the **CITY** to the contrary is received by **COUNTY,** the Director of the Development Services Department shall be the designated representative of the **CITY** responsible for management of this **Agreement.**

8.03 Communications between **CITY and COUNTY** shall be directed to the designated representatives of each as set forth above.

8.04 For purposes of this **Agreement,** all official communications and notices among the parties shall be deemed sufficient if in writing and hand delivered or mailed, emailed (with a hard copy to follow), registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: Roderick J. Sanchez,
Director Development Services Department
land.development@sanantonio.gov

COUNTY
Medina County
1100 16th Street
Hondo, TX 78861 Attn:
County Judge
countyjudge@medinacountytexas.org

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Notice of change of address by either party must be made in writing delivered to the other Party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 22nd DAY OF October 2015.

CITY of SAN ANTONIO, TEXAS

By: _____
Sheryl Sculley
City Manager

COUNTY of MEDINA, TEXAS

By: _____
Chris Schuchart
County Judge

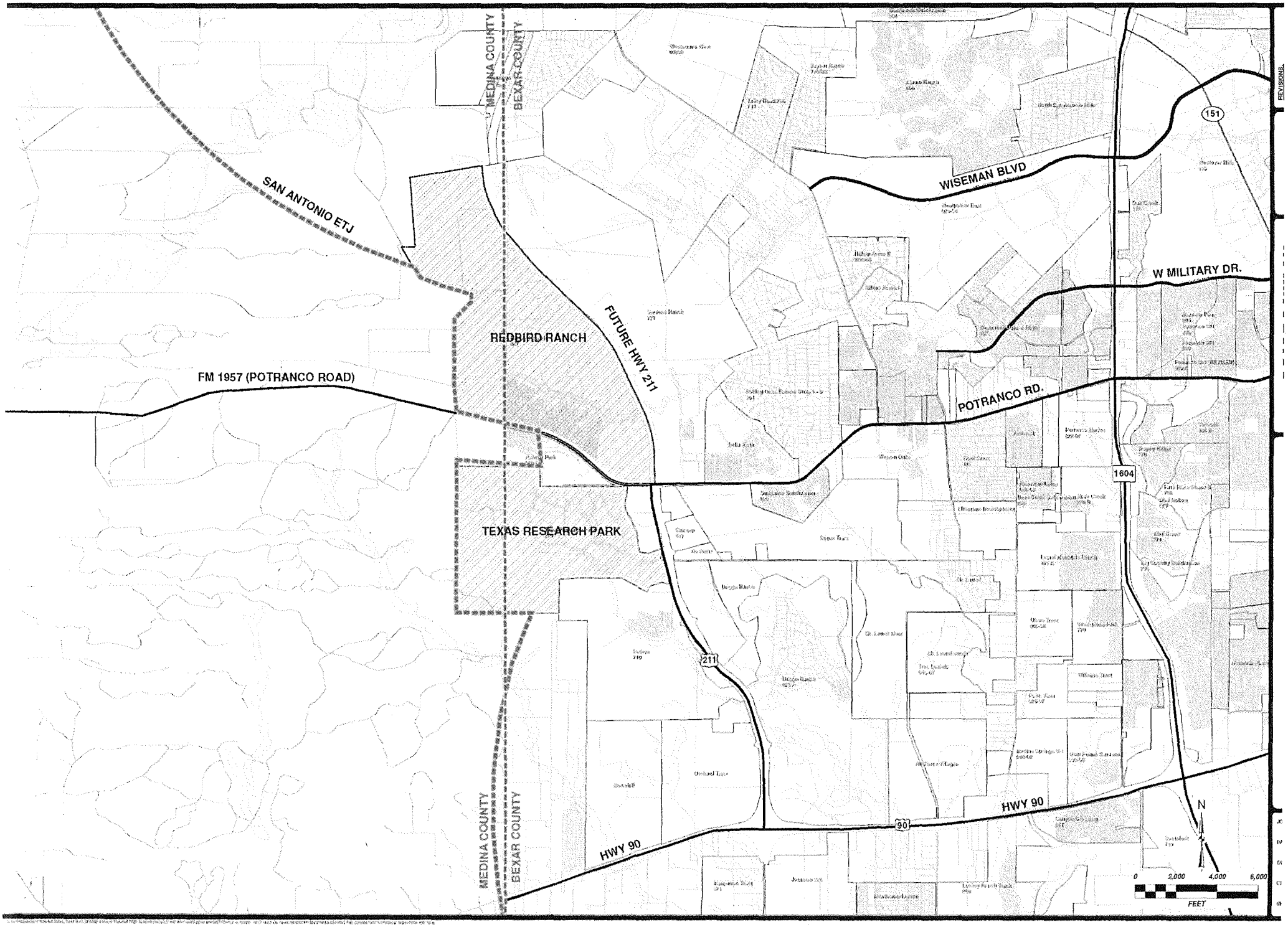
ATTEST:

_____
Leticia Vacek
City Clerk

_____
Lisa J. Wernette
County Clerk

APPROVED:

_____
ON BEHALF OF
Martha G. Sepeda,
Acting City Attorney


SAN ANTONIO ETJ
MEDINA COUNTY
BEXAR COUNTY
REDBIRD RANCH
FUTURE HWY 211
FM 1957 (POTRANCO ROAD)
TEXAS RESEARCH PARK
WISEMAN BLVD
W MILITARY DR.
POTRANCO RD.
HWY 90
151
1604
211
90
N
0
2,000
4,000
6,000
FEET