

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
DEVELOPMENT SERVICES DEPARTMENT**

TO: Mayor and City Council

FROM: Florencio Peña III, Director, Development Services

COPIES: Roderick J. Sanchez, AICP Assistant Development Services
Director; Jim Campbell, Director, External Relations Department;
File

SUBJECT: Inter-local agreement for platting in the Extraterritorial Jurisdiction

DATE: May 22, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance will authorize the City Manager to enter into an inter-local agreement between the City of San Antonio and Bexar County for establishing a unified set of platting standards and procedures for the approval of plats in the Extraterritorial Jurisdiction (ETJ).
Staff recommends approval.

BACKGROUND INFORMATION

The 77th Texas Legislature approved House Bill 1445 which required Cities and Counties to provide one set of standards and one set of procedures for approving plats in the ETJ's. HB 1445 provides four options for its implementation: 1. County can relinquish platting authority to the City; 2. The City can relinquish platting authority to the County; 3. The ETJ can be divided into two portions with the City responsible for platting in one portion and the County responsible for the other; 4. The City and County can jointly review plats providing one place to file plats and one set of review standards. In March of 2002, members of the Development Services Department, Planning Department, City Attorney's Office, and External Relations Department met with representatives from Bexar County. It was decided to pursue Option #4. It was also decided that the City would be the intake for plat applications and the Unified Development Code (UDC) would be the basis for establishing the platting standards. County representatives reviewed the UDC and identified items that were not acceptable to the County. City and County representatives met numerous times and with the exception of floodplain regulations, agreed to modify the UDC so that it would be acceptable to both the City and County. It was decided that the current practices for reviewing floodplains would continue until Public Works, Bexar County and the

San Antonio River Authority could reach an agreement. The City Attorney's Office drafted an inter-local agreement to reflect this understanding. The inter-local agreement was amended by Bexar County to provide them with prevailing authority for any disagreement regarding variances. The Bexar County Commissioners Court approved the amended agreement. However, the Commissioners Court did give the Director of Infrastructure the flexibility to work with City representatives to reach a compromise on the amended language. City representatives met with the County's Director of Infrastructure and agreed that the City Planning Commission would approve all plats not requiring a variance and both the Planning Commission and Bexar County Commissioners Court would need to approve any plats requiring variances.

POLICY ANALYSIS

This ordinance will authorize the City Manager to enter into an agreement with Bexar County, which will provide a unified set of procedures and standards for reviewing plats in the ETJ. This agreement provides that platting in the ETJ will be in accordance with the UDC and that the Development Services Department will be the public's general point of contact for submittal of the platting applications and fees. Bexar County will become a certifying agency in the plat review process. Plats which meet all of the agreed upon UDC standards will only be approved by the Planning Commission. Plats requiring a variance, to the agreed upon standards, will require the approval of both the Planning Commission and Bexar County Commissioners Court to be approved. The City agrees to provide the County with 30 days notice of any change to the UDC. Bexar County will have exclusive control over the enforcement of regulations for manufactured homes and septic tanks. This agreement also calls for using the County street section for densities lower than 2 units per acre and the City street standards for densities of 2 units per acre and higher. City and County agree that procedures for floodplain administration will be in accordance with the inter-local agreement between the City, County and San Antonio River Authority establishing the Regional Flood Control Management Program. Until this agreement can be reached, the current practice of the most restrictive standards will continue to apply. This agreement will be a one year agreement which will automatically be renewed each year unless either the City or County provide written notice to the other party 90 days prior to its expiration that the agreement will not be renewed.

FISCAL IMPACT

This ordinance has no financial impact.

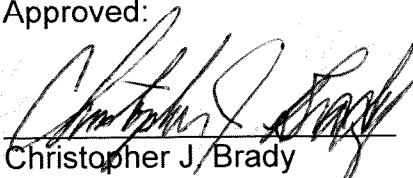
COORDINATION

This ordinance was coordinated with the Planning Department, Public Works, City Attorney's Office and Bexar County.



Florencio Peña III
Director, Development Services

Approved:



Christopher J. Brady
Assistant City Manager



Terry M. Brechtel
City Manager

STATE OF TEXAS

§

CITY-COUNTY INTERLOCAL

§

AGREEMENT FOR PLATTING

COUNTY OF BEXAR

§

IN THE ETJ OF SAN ANTONIO

This 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 situated within Bexar County, Texas, hereinafter referred to as "**CITY**" and the **COUNTY OF BEXAR**, 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.

WITNESSETH

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

WHEREAS, the Texas Legislature amended Chapter 242 of the Texas Local Government Code to require 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** believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each retaining certain responsibilities as hereinafter provided in this Agreement; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities to regulate the flood plain in accordance with the Interlocal Agreement between the **CITY**, the **COUNTY** and the San Antonio River Authority establishing the Regional Flood Control Management Program; and

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 Bexar County, Texas 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. **CITY** agrees to notify **COUNTY** in writing within ten (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 Bexar County,

Exhibit "A"

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, 2003. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2003. 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 ninety (90) days prior to the expiration of the then current term.

ARTICLE III

APPLICABLE PROCEDURES

3.01 **CITY** and **COUNTY** agree that subdivision platting in the ETJ will be in accordance with the standards and procedures contained in the Unified Development Code of the **CITY**, i.e., Chapter 35 of the City Code of San Antonio, Texas, unless stipulated otherwise in this Agreement.

3.02 The **CITY**, by and through its Development Services Department, 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.

3.03 **COUNTY** agrees to complete its review in accordance with procedures and standards set forth in the Unified Development Code. If additional information or materials are needed from the Applicant, the **COUNTY** shall render the submittal incomplete in accordance with Unified Development Code procedures.

3.04 After an applicant receives Letters of Certification from each certifying agency, the application for subdivision plat approval is filed with the City Planning Commission. The **CITY** shall then conduct a completeness review and, if complete, shall forward to **COUNTY** a copy of the complete subdivision plat application for approval.

3.05 **CITY** agrees to proceed with subdivision plat approval concurrent with the **COUNTY** in accordance with the procedures and standards set forth in the Unified Development Code. A variance to the procedures or standards must be approved by both the **CITY** and the **COUNTY**.

3.06 The Parties agree and understand that, except as otherwise specifically provided for under paragraphs 3.07, 3.08 and 3.09 of this Agreement, if a conflict exists between **CITY** and **COUNTY** regulations, the more stringent regulations shall control.

3.07 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 the extraterritorial jurisdiction of the **CITY** and septic tank licensing in the **COUNTY**.

3.08 With regard to street construction regulations, the Parties hereby acknowledge and recognize that fundamental differences exist between the requirements for streets in densely populated areas within the **CITY** and less populated areas of the **COUNTY**. The Parties agree to allow the use of **COUNTY** street design standards, which do not require sidewalks or streetlights, for development of residential areas with less than two (2) units per acre.

3.09 The Parties agree that the procedures for the administration and enforcement of regulations pertaining to flood plains shall be in accordance with the Interlocal Agreement between the **CITY**, the **COUNTY** and the San Antonio River Authority establishing the Regional Flood Control Management Program.

3.10 Upon completion of all formal approvals, **CITY** shall be responsible for recording the Plat with the County Clerk's Office.

3.11 The parties agree that initiation of proposed amendments to the Unified Development Code will include, but will not be limited to, joint **CITY-COUNTY** review of variance requests, joint **CITY-COUNTY** formulation of staff recommendations when necessary and with exception of major thoroughfares, procedures for county evaluation of proposed street medians.

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 Parties created hereunder are performable in 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 provisions 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 No amendment, modification or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the **CITY** and the **COUNTY**.

VIII. LIAISONS AND NOTICES

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

8.2 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.

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

8.4 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, 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: Florencio Pena
Director, Development
Services Department

COUNTY

County of Bexar
233 North Pecos Street
San Antonio, Texas 78207
Attn: Gabriel Perez
Executive Director, Infrastructure
Services Department

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 THE ____ DAY OF _____, 2003.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF
County Judge

CITY OF SAN ANTONIO, TEXAS

By: _____
TERRY M. BRECHTEL
City Manager

ATTEST:

GERRY RICKHOFF
County Clerk
Exhibit "A"

YOLANDA LEDESMA
Acting City Clerk

APPROVED AS TO LEGAL FORM:

SUSAN D. REED

Criminal District Attorney

Bexar County, Texas

APPROVED AS TO FORM:

ANDREW MARTIN

City Attorney

By: _____
Assistant Criminal District Attorney
Civil Section

By: _____
Acting Deputy City Attorney
Development Services Division

APPROVED AS TO FINANCIAL CONTENT:

FRANKIE J. McKNIGHT
County Auditor

S. MARCUS JAHNS
Executive Director/Budget Officer
Planning & Resource Management Department