



## Item 8

# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Michael Hettenhausen Phone #: 854-7563

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action an Interlocal Agreement with the City of Sunset Valley relating to the review and inspection of subdivisions within the extraterritorial jurisdiction in compliance with HB 1445/HB 1204.

### **BACKGROUND/SUMMARY OF REQUEST:**

Sunset Valley, a small city almost completely built out and nearly fully developed, is located in southwest Travis County near the State Highway 71 and Brodie Lane intersection. The City's extraterritorial jurisdiction (ETJ) consists of three areas comprising the properties fronting on Country White Lane, the Grand Reserve Apartments on Brodie Lane, and properties fronting on the north end of Stearns Lane. A map setting the City's ETJ is attached hereto as Exhibit "A."

Under HB 1445/HB 1204, the Texas Legislature required that counties have an agreement with each of their municipalities by January 1, 2006, for the review and inspection of subdivisions within the unincorporated area that is part of the municipality's ETJ. For the Sunset Valley interlocal agreement, both parties agree:

1. The City of Sunset Valley shall have exclusive jurisdiction to regulate subdivision plats and to approve related permits in its ETJ and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Local Government Code and other statutes applicable to municipalities pertaining to the authority to regulate subdivisions.
2. The parties may amend this agreement if the City's ETJ expands or is reduced. The City shall promptly notify the County of any expansion or reduction in the City's ETJ.
3. During the platting of subdivisions within its ETJ, the City of Sunset Valley agrees to uphold the Onsite Sewage Facilities-related (OSSF) residential lot size minimum of one (1) acre for tracts over the Edwards Aquifer or its contributing zone, when such facilities are allowed by the City.

4. The parties agree that Travis County shall continue to issue OSSF permits and regulate septic systems within the City's ETJ, if an onsite sewage facility is allowed by the City.

5. During the platting of subdivisions within its ETJ, the City of Sunset Valley 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. Travis County shall retain the prerogative to authorize Letters of Map Revision and Conditional Letters of Map Revision.

f. Basic Development Permits issued by Travis County shall continue to be required within the City's ETJ.

6. For all plats that are subject to the City's exclusive jurisdiction under this Agreement, the City shall advise the applicant of the existence of this Agreement, and shall include on all such plats the following plat note:

"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Sunset Valley. Under Chapter 242, Local Government Code, and an interlocal agreement with Travis County, Texas, the City of Sunset Valley ("City") has sole and exclusive jurisdiction over approval of this plat. However, Travis County retains sole and exclusive jurisdiction over maintenance of public roads and issuance of onsite sewage permits (when and if onsite sewage facilities are permitted by the City's applicable regulations). Travis County further has authority to issue development permits for this subdivision, in addition to the City's authority to regulate site plan and issue watershed protection permits. 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 this 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 this subdivision by Travis County. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits by Travis County."

Travis County and the City of Sunset Valley review proposed roads using the criteria set forth in the City of Austin's Transportation Criteria Manual.



**STAFF RECOMMENDATIONS:**

This interlocal agreement was approved by the City of Sunset Valley on April 4, 2013; Travis County staff recommends approval of the interlocal agreement.

**ISSUES AND OPPORTUNITIES:**

This agreement shall commence on the date on which the last party signs it. This agreement shall continue in force until the legislature repeals the requirements set forth in Section 242.001 et. Seq., Local Government Code.

If an application for a subdivision of property covered by this agreement or any submission in furtherance of approval of a subdivision of such property (a "Submission") has been submitted to the County alone (not concurrently to the City) and such matter remains pending on the commencement of this agreement, the following shall apply:

1. All documents or information submitted to the County and any responsive communications shall be transferred to the City expeditiously following the commencement of this agreement. Written notice of such transfer shall concurrently be provided to the person(s) making the submission.

2. The City and the County shall cooperate in communicating to the person(s) making a submission that the City will have sole responsibility for review and approval.

3. The submission will be deemed received by the City on the date of transfer of documents to the City and concurrent notice to the person(s) making the submission. Any application fees paid to the County in connection with a submission shall be transferred to the City and applied toward the appropriate application fee of the City.

The standard Travis County Consumer Protection Notice cover sheet will be added to all plats containing a residential land use that are reviewed by the City.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Unlike interlocal agreements with other municipalities (e.g., City of Austin), a joint code will not be developed for review and inspection of subdivisions. Each entity will utilize its current set of development regulations and review protocol.

**ATTACHMENTS/EXHIBITS:**

Interlocal Agreement  
Exhibit A

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Sunset Valley Interlocal Agreement**

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF SUNSET VALLEY AND TRAVIS COUNTY

This agreement is made by and between the following parties in accordance with Chapter 791 of the Texas Government Code.

Travis County, Texas, a political subdivision of the State of Texas ("**County**"), and the City of Sunset Valley, Texas, a municipal corporation organized under the general laws of the State of Texas ("**City**").

Purpose

The purpose of the parties hereto is to enter into an interlocal agreement prescribed by the terms of H. B., 1445 of the 77<sup>th</sup> Legislature and Section 242.001 *et. seq.* Local Government Code to provide for regulation of subdivisions in the extra-territorial jurisdiction ("ETJ") of the City of Sunset Valley.

Both parties understand and agree that the provision of Section 242.001 *et. seq.* Local Government Code apply to the County and the City. The parties also understand and agree that Sunset Valley is a small general law city that is almost completely built out and nearly fully developed. The City's ETJ is comprised of three areas comprising the properties fronting on Country White Lane, the Grand Reserve Apartments on Brodie Lane, and properties fronting on the north end of Stearns Lane. A map setting the City's ETJ is attached hereto as Exhibit "A"

Agreement

The parties agree that the provisions of Section 242.001 (d) (1) Local Government Code as amended, shall govern the relationship between the parties hereto as follows:

1. The City of Sunset Valley shall have exclusive jurisdiction to regulate subdivision plats and to approve related permits in its ETJ and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Local Government Code and other statues applicable to municipalities pertaining to the authority to regulate subdivisions.
2. The parties may amend this agreement if the City's ETJ expands or is reduced. The City shall promptly notify the County of any expansion or reduction in the City's ETJ.
3. During the platting of subdivisions within its ETJ, the City of Sunset Valley agrees to uphold the OSSF-related (Onsite Sewage Facilities) residential lot size minimum of one (1) acre for tracts over the Edwards Aquifer or its contributing zone, when such facilities are allowed by the City.
4. The parties agree that Travis County shall continue to issue OSSF permits and regulate septic systems within the City's ETJ, if an onsite sewage facility is allowed by the City.
5. During the platting of subdivisions within its ETJ, **the** City of Sunset Valley 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. Travis County shall retain the prerogative to authorize Letters of Map Revision and Conditional Letters of Map Revision.
  - f. Basic Development Permits issued by Travis County shall continue to be required within the City's ETJ.
6. For all plats that are subject to the City's exclusive jurisdiction under this Agreement, the City shall advise the applicant of the existence of this Agreement, and shall include on all such plats the following plat note:

"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Sunset Valley. Under Chapter 242, Local Government Code, and an interlocal agreement with Travis County, Texas, the City of Sunset Valley ("City") has sole and exclusive jurisdiction over approval of this plat. However, Travis County retains sole and exclusive jurisdiction over maintenance of public roads, and issuance of onsite sewage permits (when and if onsite sewage facilities are permitted by the City's applicable regulations). Travis County further has authority to issue development permits for this subdivision, in addition to the City's authority to regulate site plan and issue watershed protection permits. 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 this 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 this subdivision by Travis County. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits by Travis County."

#### Term

This agreement shall commence on the date on which the last party signs it. This agreement shall continue in force until the legislature repeals the requirements set forth in Section 242.001 et. Seq., Local Government Code.

#### Pending subdivision submissions

If an application for a subdivision of property covered by this agreement or any submission in furtherance of approval of a subdivision of such property (a "Submission") has been submitted to the County alone (not concurrently to the City) and such matter remains pending on the commencement of this agreement, the following shall apply:

1. All documents or information submitted to the County and any responsive communications shall be transferred to the City expeditiously following the commencement of this agreement. Written notice of such transfer shall concurrently be provided to the person(s) making the Submission.

2. The City and the County shall cooperate in communicating to the person(s) making a Submission that the City will have sole responsibility for review and approval.

3. The Submission will be deemed received by the City on the date of transfer of documents to the City and concurrent notice to the person(s) making the Submission. Any application fees paid to the County in connection with a Submission shall be transferred to the City and applied toward the appropriate application fee of the City.

#### Law and Venue

This agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.

#### Notices

Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other shall be in writing and shall be given deemed to have been given immediately if delivered in person to the address set forth below for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below.

#### Addresses

Address of County. The address of the County for all purposes under this agreement and for all notices hereunder shall be:

Steve Manilla, (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

WITH A COPY TO:

David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

Address of City. The address of the City for all purposes under this agreement and for all notices hereunder shall be:

City of Sunset Valley  
3205 Jones Road  
Sunset Valley, Texas 78745

### Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in TEX. CIV. PRAC. AND REM. CODE, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications described in TEX. CIV. PRAC. AND REM. CODE, 154.073, unless both parties agree in writing to waive confidentiality.

### Entire Agreement

All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

### Severability

If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be constructed as if that portion were not included in the agreement and shall remain valid and binding.

### Assignability

Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party.

### Interpretational Guidelines

Computation of Time. When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of an period falls on a Saturday, Sunday, or a day that either party has declared a holiday for its employees, these days shall be omitted from the computation.

Number and Gender. Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.

Headings. The headings at the beginning of the various provisions of this agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

Legal Authority. The person or persons signing this agreement on behalf of each party hereto, or representing themselves as signing this agreement on behalf of each party hereto, do hereby warrant and guarantee that he, she, or they have been duly authorized by the party to this agreement to sign this agreement on behalf of the party and to bind the party validly and legally to all terms, performances, and provisions in this agreement.

Duplicate Originals. This document is executed in duplicate originals.



TRAVIS COUNTY TEXAS

CITY OF SUNSET VALLEY

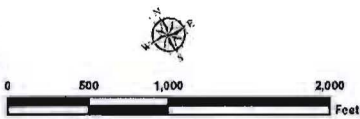
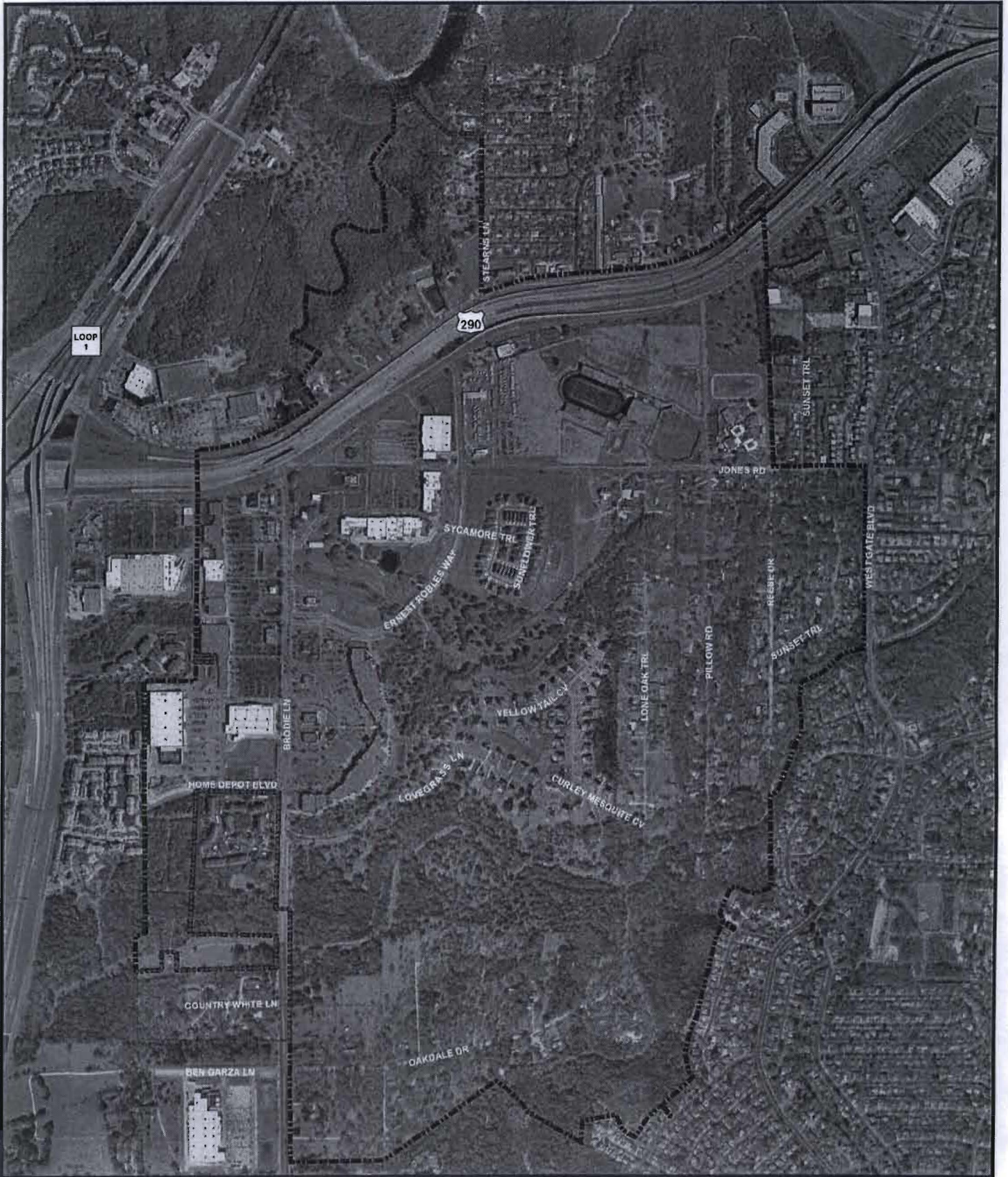
By: \_\_\_\_\_  
County Judge

By: Rose A. Cuddegar  
Mayor

Date: \_\_\_\_\_

Date: April 4, 2013

Exhibit A



**City of Sunset Valley  
City Limits and ETJ  
May, 2010**

LEGEND	
	City of Sunset Valley ETJ
	City of Sunset Valley City Limits