

RESOLUTION # _____

**A RESOLUTION SUPPORTING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF
WINDCREST.**

*** * * * ***

WHEREAS, both **SAN ANTONIO** and **WINDCREST** each have enacted ordinances for the purposes of reviewing and approving subdivision plats and permitting and inspecting construction, as authorized under the TEXAS LOCAL GOVERNMENT CODE and other applicable state laws; and

WHEREAS, the TEXAS GOVERNMENT CODE, Chapter 791, authorizes **SAN ANTONIO** and **WINDCREST** to enter into an Interlocal Contract regarding the provision of Governmental Functions and Services; and

WHEREAS, approval of subdivision plats, and the permitting and inspection of construction constitute Governmental Functions and Services; and

WHEREAS, the governing bodies of **SAN ANTONIO** and **WINDCREST** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now enter into this agreement;

WHEREAS, said Interlocal Agreement will assist the Planning Commission in fulfilling its function of ensuring the public health safety and welfare; and

NOW THEREFORE:

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1. The Planning Commission finds that it is in the best interest of the City to support an Interlocal Agreement between the City of San Antonio and the City of Windcrest. The Interlocal Agreement is attached hereto as Attachment "A" and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **APPROVAL**.

PASSED AND APPROVED ON THIS 28th day of October, 2015.

Executive Secretary
San Antonio Planning Commission

Marcello Diego Martinez, Chair
San Antonio Planning Commission

Attachment A:

STATE OF TEXAS	§	CITY-CITY INTERLOCAL
	§	AGREEMENT FOR PLATTING
	§	PROPERTY AND PERMITTING AND
	§	INSPECTING CONSTRUCTION BY THE
	§	CITY OF WINDCREST WITHIN A
	§	PORTION OF THE CITY OF SAN
	§	ANTONIO
COUNTY OF BEXAR	§	

This **City-City Interlocal Agreement** ("**Agreement**") for platting property and permitting and inspecting construction by the **CITY OF WINDCREST** within a portion of the **CITY OF SAN ANTONIO**, hereinafter referred to as the "**SUBJECT AREA**", is entered into by and between the **CITY OF SAN ANTONIO**, a home-rule municipality, hereinafter referred to as "**SAN ANTONIO**" and the **CITY OF WINDCREST**, a home-rule municipality, hereinafter referred to as "**WINDCREST**", acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791, and the TEXAS LOCAL GOVERNMENT CODE.

WITNESSETH

WHEREAS, both **SAN ANTONIO** and **WINDCREST** each have enacted ordinances for the purposes of reviewing and approving subdivision plats and permitting and inspecting construction, as authorized under the TEXAS LOCAL GOVERNMENT CODE and other applicable state laws; and

WHEREAS, the TEXAS GOVERNMENT CODE, Chapter 791, authorizes **SAN ANTONIO** and **WINDCREST** to enter into an Interlocal Contract regarding the provision of Governmental Functions and Services; and

WHEREAS, approval of subdivision plats, and the permitting and inspection of construction constitute Governmental Functions and Services; and

WHEREAS, the governing bodies of **SAN ANTONIO** and **WINDCREST** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now enter into this 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, and permitting and inspecting construction on such real property, located within the **SUBJECT AREA**.

1.02 The **SUBJECT AREA** consists of approximately 0.86 acres of real property within the

CITY OF SAN ANTONIO, and is adjacent to the northbound Interstate Highway 35 access road beginning at Walzem Road and extending approximately 541.74 feet north of Crestwind Drive, being more particularly described in the accompanying Field Notes and Plat Drawings labeled **ATTACHMENT A, pp.2-5**, prepared by Henry A. Kuehlem, Texas Registered Professional Land Surveyor No. 4020, and surveyed April 17, 2014.

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.

ARTICLE III

APPLICABLE PROCEDURES

3.01 **SAN ANTONIO** and **WINDCREST** agree that subdivision platting and the permitting and inspection of construction within the **SUBJECT AREA** will be in accordance with the standards and procedures of the **CITY OF WINDCREST**, including but not limited to all applicable provisions of the **WINDCREST** Code of Ordinances and the **WINDCREST** Comprehensive Plan.

3.02 **SAN ANTONIO** and **WINDCREST** agree that subdivision platting and the permitting and inspection of construction within the **SUBJECT AREA** will be performed by **WINDCREST** during the term of this **Agreement**.

3.03 **WINDCREST** shall act as the general public's point-of-contact for receipt of all platting, construction permit, and inspection applications and requests, and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk.

3.04 **WINDCREST** shall be responsible for enforcement of all applicable federal, state, and **WINDCREST** laws, ordinances, regulations and codes, including but not limited to platting requirements, building permit application requirements, zoning regulations, and building codes.

3.05 **WINDCREST** shall perform all relevant functions including, but not limited to, application materials review, plat review, permit issuance, construction and post-construction inspections, and issuance of certificates of occupancy.

3.06 **SAN ANTONIO** shall allow **WINDCREST** inspectors access to construction sites within the **SUBJECT AREA**. **WINDCREST** inspectors shall have control and approval authority of construction within the **SUBJECT AREA**. Upon notice from **SAN ANTONIO**, **WINDCREST** shall halt construction if the applicable construction standards are not being met within the **SUBJECT AREA**.

3.07 Within the parameter of this **Agreement**, the Parties agree and understand that the

WINDCREST shall have exclusive control over the formulation and enforcement of regulations pertaining to floodplain development within the **SUBJECT AREA**.

3.08 Upon completion of all formal approvals, **WINDCREST** shall be responsible for recording plats or causing plats to be recorded and approved in accordance with this **Agreement** with the County Clerk's Office. **WINDCREST** will provide **SAN ANTONIO** an annual summary of recorded plats that lie within the **SUBJECT AREA**.

3.09 Nothing in this **Agreement** shall be construed to affect the authority of **SAN ANTONIO** and its agency, the San Antonio Water System to enforce **SAN ANTONIO'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 **SUBJECT AREA**. **SAN ANTONIO** and the San Antonio Water System shall retain exclusive jurisdiction to enforce Chapter 34, Article VI, of the City Code within the **SUBJECT AREA**.

ARTICLE IV **CONSIDERATION**

4.01 The Parties agree and understand that each shall be responsible for its own costs and expenses 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 **WINDCREST** and **SAN ANTONIO** herein 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 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 **SAN ANTONIO** and **WINDCREST**.

ARTICLE VIII
LIAISONS AND NOTICES

8.01 Unless written notification by **WINDCREST** to the contrary is received by **SAN ANTONIO**, the City Manager shall be the designated representative of **WINDCREST** responsible for the management of this **Agreement**.

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

8.03 Communications between **SAN ANTONIO** and **WINDCREST** 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:

SAN ANTONIO

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

WINDCREST

City of Windcrest
8601 Midcrown
Windcrest, TX 78239
Attn: Rafael Castillo, City Manager
rcastillo@windcrest-tx.gov

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 ____ DAY OF _____ 2015.

CITY of SAN ANTONIO, TEXAS

CITY of WINDCREST, TEXAS

By: _____
Sheryl Sculley
City Manager

By: _____
Rafael Castillo
City Manager

ATTEST:

Leticia Vacek
City Clerk

Kelly Rodriguez
City Secretary

APPROVED:

Martha G. Sepeda,
Acting City Attorney