



Legislation Details (With Text)

File #: 17-0073 **Version:** 1 **Name:** Extraterritorial Jurisdiction ILA with City of Bryan
Type: Resolution **Status:** Consent Agenda
File created: 2/8/2017 **In control:** City Council Regular
On agenda: 2/23/2017 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a Resolution authorizing the Mayor to sign an Interlocal Agreement with the City of Bryan, extending the College Station/Bryan Extraterritorial Jurisdiction (ETJ) common boundary.
Sponsors: Lance Simms
Indexes:
Code sections:
Attachments: [00 RES 1 FINAL w/agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Resolution authorizing the Mayor to sign an Interlocal Agreement with the City of Bryan, extending the College Station/Bryan Extraterritorial Jurisdiction (ETJ) common boundary.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The cities of College Station and Bryan entered into an Interlocal Agreement (ILA) on March 13, 1980, to delineate the extent of each City’s extraterritorial jurisdiction (ETJ), future corporate limits, and ETJ boundaries. The purpose of the agreement was to prevent the overlap or possible conflict of our respective ETJs.

An ETJ is the unincorporated area that is contiguous to the corporate boundaries of a City. The geographical extent of any City’s ETJ is contingent upon the number of inhabitants of a City:

- Less than 5,000 = 0.5 Mile ETJ
- 5,000—24,999 = 1 Mile ETJ
- 25,000—49,999 = 2 Mile ETJ
- 50,000—99,999 = 3.5 Mile ETJ
- 100,000 and over = 5 Mile ETJ

At the time the 1980 ILA was adopted, both cities had an ETJ that extended 2 miles from the corporate limits of each city. Today, both College Station and Bryan have an ETJ that extends for a distance of 3.5 miles from each City’s corporate limits. This new ILA will replace 1980 agreement and

further clarify ETJ boundaries as the cities continue to grow.

Specifically, the new agreement updates and establishes the following boundaries:

- The centerline of the Navasota River and the southwest right-of-way line of State Highway 30 (S.H. 30) to the east; and
- The centerline of the Brazos River and generally the northwest right-of-way line of FM 60 to the west.

The Bryan City Council is scheduled to consider this agreement during their regular meeting on 14 February 2017.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BRYAN, TEXAS, IN ACCORDANCE WITH THE INTERLOCAL COOPERATION ACT AS SET FORTH IN CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, AND IN ACCORDANCE WITH CHAPTER 42 OF THE TEXAS LOCAL GOVERNMENT CODE, TO HELP AVOID CONFLICTS AND UNCERTAINTY RELATIVE TO THE EXTENT AND LOCATION OF BOTH CITIES' FUTURE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION, REPLACING AN INTERLOCAL AGREEMENT ENTERED INTO BY THE CITIES ON MARCH 13, 1980 REGARDING THE SAME SUBJECT MATTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station (the "City") and the City of Bryan are both chartered, home-rule municipalities and are adjacent municipalities that currently share common extraterritorial jurisdiction (ETJ) boundaries; and

WHEREAS, both cities have subdivision regulatory authority and other authority pursuant to applicable law in their respective ETJs; and

WHEREAS, both cities have an ETJ which extends three and one-half (3-1/2) miles beyond the corporate limits; and

WHEREAS, the cities have the ability to expand their respective ETJs through annexation and number of inhabitants; and

WHEREAS, a written agreement setting forth such designation, the Interlocal Agreement between the City of Bryan and the City of College Station, is attached to this Resolution as "Interlocal Agreement Between the City of College Station and the City of Bryan, Apportioning Overlapping Area of Extraterritorial Jurisdiction"; and

WHEREAS, said Interlocal Agreement is to replace that one certain entered into by the cities on or about March 13, 1980 regarding the same subject matter; and

WHEREAS, said Interlocal Agreement is being entered into pursuant to the Interlocal Cooperation Act as set forth in Chapter 791 Texas Government Code, Chapter 42 Texas Local Government Code and other applicable authority; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the facts and recitations contained the preamble of this Resolution are hereby found and declared to be true and correct.

PART 2: That the College Station City Council hereby authorizes the Mayor to execute, on behalf of the City, at the appropriate time, and with the appropriate authorizations from this governing body the Interlocal Agreement that is attached to this Resolution as Exhibit "1" ("Interlocal Agreement Between the City of College Station and the City of Bryan, Apportioning Overlapping Area of Extraterritorial Jurisdiction").

PART 3: That this Resolution shall be effective immediately upon its adoption by the College Station City Council.

APPROVED AND ADOPTED by the College Station City Council at a regular meeting on the 23rd day of February 2017.

ATTEST:

APPROVED:

City Secretary

Karl Mooney, Mayor

APPROVED:

City Attorney

EXHIBIT “1”**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND THE CITY OF BRYAN,
APPORTIONING OVERLAPPING AREA OF EXTRATERRITORIAL JURISDICTION**

This Interlocal Agreement is made and entered into by and between the **City of College Station, Texas**, (“College Station”) a chartered, Texas home-rule municipality and the **City of Bryan, Texas**, (“Bryan”) a chartered, Texas home-rule municipality, individually or collectively sometimes called “City” or “Cities” herein.

RECITALS

WHEREAS, College Station and Bryan are adjacent municipalities that currently share common extraterritorial jurisdiction (“ETJ”) boundaries; and

WHEREAS, both Cities have subdivision regulatory authority and other authority pursuant to applicable law in their respective ETJs; and

WHEREAS, College Station has an ETJ which extends three and one-half (3-1/2) miles beyond the corporate limits; and

WHEREAS, Bryan has an ETJ which extends three and one-half (3-1/2) miles beyond the corporate limits; and

WHEREAS, the Cities seek to avoid certain conflicts and uncertainty relative to the extent and location of their future corporate limits and ETJ and the potential for litigation involving the same; and

WHEREAS, the Cities have reviewed their respective corporate boundaries and ETJ based upon their respective populations and Chapter 42 of the Texas Local Government Code; and

WHEREAS, the Cities have the ability to expand their respective ETJs through annexation and number of inhabitants; and

WHEREAS, this Agreement is also being entered into pursuant to the Interlocal Cooperation Act as set forth in Chapter 791 Texas Government Code, Chapter 42 Texas Local Government Code and other applicable authority; and

WHEREAS, this Agreement is intended to replace that one certain entered into by the Cities on or about March 13, 1980 regarding the same subject matter;

NOW THEREFORE, for and in consideration of the promises, covenants, and agreements contained herein, the Cities agree as follows:

I. General

- 1.1 Recitals. The Cities agree with and incorporate the recitals above as part of this Agreement.
- 1.2 Effective Date. The Cities covenant and agree that from and after the approval by the governing bodies by ordinance of this Agreement by both Cities, this Agreement shall go into effect and the common ETJ boundary shall be as described below and as further depicted on the maps attached hereto as Exhibit "A."
- 1.3 Consideration. The Cities agree and stipulate that the mutual covenants and agreements contained herein, and the actions taken by each in fulfilling their respective agreements hereunder are good and valuable consideration for this Agreement. The Cities further agree that the boundary and ETJ adjustment made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming boundaries and ETJ.

II. Common ETJ boundary Description

- 2.1 Existing Corporate and ETJ boundary agreed upon: The description of a portion of existing common ETJ boundary is as set forth in Article I of the Agreement between the Cities of Bryan and College Station, Texas Apportioning Overlapped Area of Extraterritorial Jurisdiction adopted on or about March 13, 1980, so that the area north of said boundary being in the corporate or ETJ boundary area of Bryan and the area south of said boundary being in the corporate or ETJ boundary area of College Station. Said Article I is hereby incorporated as if recited in full herein and is as set forth in Exhibit "A-1" attached hereto and made a part hereof.
- 2.2 Additional Agreed upon Corporate and ETJ boundary: The description of the remaining portion of common ETJ boundary for the Cities shall be as follows:

East Side of Cities. The following description is the agreed upon corporate and ETJ boundary line for the Cities beginning at a point certain on the eastern side with the area north of said boundary being in the corporate or ETJ boundary area of Bryan and area south of said boundary being in the corporate or ETJ boundary area of College Station:

Beginning at the point of intersection of the centerline of the Navasota River with the southwest right-of-way line of State Highway no. 30, being the end of the current ETJ agreement for the east side of the cities of Bryan and College Station, Texas, executed on or about March 13, 1980.

Thence up the centerline of the Navasota River (main channel) to the common west corner of the Madison County and Grimes County boundaries,

Thence eastward along the said common boundary line of the Madison County and Grimes County to the north common corner of Grimes County and Walker County, Texas, as set forth in Exhibit "A-2" attached hereto and made a part hereof or to another point agreed to by the cities of Bryan and College Station, Texas.

West Side of Cities. The following description is the agreed upon corporate and ETJ boundary line for the Cities beginning at a point certain on the western side with the area north of said boundary being in the corporate or ETJ boundary area of Bryan and area south of said boundary being in the corporate or ETJ boundary area of College Station:

Beginning at the point of intersection of the centerline of the Brazos River with the extension of the southeast line of that called 1945 acre "Block no. 1" of the division of the John H. Jones league according to plat recorded in volume D, page 20 of the Probate Records of Brazos County, Texas, being the current ETJ agreement line for the west side of the cities of Bryan and College Station, Texas, executed on or about March 12, 1980, and being approximately parallel and 4600 feet northwest of Farm Road no. 60 (F.M. 60). Currently, the land on the southeast side of this line, on the east bank of the Brazos River, is described as 28.85 acres in the deed to Bona Fide Acquisitions, LLC recorded in volume 13372, page 213 of the Official Public Records of Brazos County, Texas, and the land on the northwest side of this line, on the east bank of the Brazos River, is that called 44-1/2 acre tract now or formerly owned by Roseanne Foster Albritton.

Thence down the centerline of the Brazos River, approximately 4750 feet to its intersection with the northwest right-of-way line of said F.M. 60;

Thence southwest along the northwest right-of-way line of F.M. 60 to its intersection with the northeast ETJ boundary of the town of Snook, Texas;

Thence around the southern portion of the said Snook ETJ boundary to its intersection with the northwest right-of-way line of F.M. 60 on the west side of Snook;

Thence continuing along the northwest right-of-way line of F.M. 60 to its intersection with the northeast right-of-way line of State Highway no. 36 in the community of Lyons, Texas, as set forth in Exhibit "A-2" or to another point agreed to by the cities of Bryan and College Station, Texas.

III. Annexation

3.1 Prior Annexations. The Cities agree and covenant that all prior annexations or actions by the Cities in conflict with the boundaries reflected in this Agreement are hereby rescinded, voided, and repealed to the extent of that conflict, and the Cities relinquish any conflicting ETJ pursuant to Sections 42.022 and 42.023 Texas Local Government Code and other applicable law. Each City fully waives and releases any and all claims of every conceivable nature against each other City and their respective City Council members, officers, employees and representatives regarding this Agreement, the ordinance adopting and authorizing this Agreement, and any and all boundary, ETJ, and annexation issues or claims, demands, controversies or causes of action, including under the Declaratory Judgment Act.

3.2 Annexation. The Cities covenant and agree that the Cities shall not annex property nor expand ETJ into any area described below and depicted on Exhibit "A" as being within the other City's corporate limits or ETJ boundary area without such City's written consent. A City may expand its ETJ in accordance with state law, however, in no event may a City's ETJ include an area described below and depicted on Exhibit "A" to be within the corporate boundaries or ETJ boundary area of the other City, without such City's written consent.

IV. Liaisons and Notices

4.1 Unless written notification in the form and manner set forth below is given to the contrary, the respective City's Director of Planning and Development Services shall be the designated representative responsible for the administration of this Agreement.

4.2 For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set for below:

City of College Station:

City of College Station
PO box 9960
College Station, TX 77842
Attn: City Manager
With a copy to: City Attorney

City of Bryan:

City of Bryan
300 S. Texas Ave.
Bryan, TX 77803
Attn: City Manager
With a copy to: City Attorney

V. Miscellaneous

- 5.1 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 approved by both parties.
- 5.2 This Agreement has been duly approved by each party's governing body and constitutes a binding obligation of each party.
- 5.3 This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Brazos County, Texas.
- 5.4 If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, or to be invalid, illegal or unenforceable as applied to an area of land, such invalidity, illegality or unenforceability shall be fully severable herefrom; and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable application to an area of land never comprised a part hereof as of the date of such determination of invalidity, illegality or unenforceability; and the remaining provisions and application to remaining areas of land shall continue in full force and effect.

5.5 This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City waives any immunity or defense that would otherwise be available to it at law or in equity to either of the Cities nor to create any legal rights or claims or waivers of defense on behalf of any third party.

5.6 This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

5.7 The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

APPROVED by the City Council of the City of Bryan, Texas in its meeting held on **February 14, 2017**, and executed by its authorized representative.

CITY OF BRYAN, TEXAS

By: _____
Andrew Nelson, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

APPROVED by the City Council of the City of College Station, Texas, in its meeting held on **February 23, 2017**, and executed by its authorized representative.

CITY OF COLLEGE STATION, TEXAS

By: _____
Karl Mooney, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

A-1

AGREEMENT BETWEEN THE CITIES OF BRYAN AND COLLEGE STATION, TEXAS
APPORTIONING OVERLAPPED AREA OF EXTRATERRITORIAL JURISDICTION

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, the Cities of Bryan and College Station, Texas, are municipal corporations, with an overlapping extraterritorial jurisdiction; and

WHEREAS, the City of Bryan has an extraterritorial jurisdiction which extends for two (2) miles the corporate limits of such City; and

WHEREAS, the City of College Station has an extraterritorial jurisdiction which extends for two (2) miles the corporate limits of such City; and

WHEREAS, the Cities are desirous of apportioning such area of overlapping extraterritorial jurisdictions pursuant to the provisions of the Municipal Annexation Act, Article 970(a) of the Revised Civil Statutes of Texas; and

WHEREAS, the Cities have agreed to a line of demarcation to differentiate those areas which shall be in the extraterritorial jurisdiction of the City of Bryan, and those areas which shall be in the extraterritorial jurisdiction of the City of College Station; (a map showing the line and the respective areas of each City is attached to this agreement and styled "Exhibit A") NOW,

THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the City of Bryan, acting by and through its duly authorized Mayor, Richard Smith, and the City of College Station, acting by and through its duly authorized Mayor, Lorence Bravenec, do hereby covenant and agree as follows:

I.

From and after the date of this agreement there shall exist a common extraterritorial jurisdiction line between the two Cities. Such line shall begin in the East side and be described as follows:

Beginning at a point at the intersection of the existing city limits of College Station and the north right-of-way of F.M. 60 (University Drive) down the north side of F.M. 60 (University Drive) right-of-way to State Hwy. 158 and thence easterly on the west side of Hwy. 158/Hwy. 30 right-of-way to the Navasota River.

Such line shall fall on the West side of the two cities as follows:

Beginning in the northeast line of the John H. Jones League Abstract No. 26 in Brazos County, Texas, at the most northerly corner of the Lynnwood

Boyett 73.22 acre tract as described by deed recorded in Volume 134, Page 229, of the Deed Records of Brazos County, Texas.

Thence in a southeasterly direction along the northeast line of the said Boyett tract to the north right-of-way line of Farm Road 2513;

Thence in a southerly direction along said right-of-way line to the southwest line of the said Boyett tract which is also the northeast line of the M. L. Cashion 100 acre tract described in Volume 202 in Page 556 of the Deed Records of Brazos County, Texas;

Thence continuing along said right-of-way line to the southeast line of the said Cashion tract;

Thence in a southwesterly direction along the southeast line of the said Cashion tract, past the most southerly corner of the said Cashion tract, and continuing across the H. E. Burgess tract described in Volume 123, Page 228 of the Deed Records of Brazos County, Texas, and continuing across the W. T. McDonald, Jr. 71.64 acre tract described in Volume 309, Page 472 of the Deed Records of Brazos County, Texas, to a point in the southwest line of the said McDonald tract located 2450 feet from the northwest right-of-way line of Farm Road 60;

Thence southeast along the said McDonald southwest line 900 feet;

Thence southwest across the Gainer Jones 100.95 acre tract described in Volume 208, Page 121 of the Deed Records of Brazos County, Texas, to the most northerly corner of the Bill H. Carll 43.42 acre tract described in Volume 332, Page 323 of the Deed Records of Brazos County, Texas;

Thence southwest along the northwest line of the said Bill Carll tract and the northwest line of the John Behrns 15 acre tract described in Volume 193, Page 323 of the Deed Records of Brazos County, Texas, and the northwest line of the Thomas Carll 35.9 acre tract described in Volume 332, Page 323 of the Deed Records of Brazos County, Texas, to the most westerly corner of the said Thomas Carll tract in the northeast line of Jones Road;

Thence northwesterly along the northeast line of Jones Road to the southeast line of Block No. 1 of the Subdivision of the John H. Jones League according to Plat of record in Volume D, Page 20 of the Probate Records of Brazos County, Texas;

Thence southwest along the southeast line of the said Block No. 1 to the Brazos River and the end of this line.

II.

The City of Bryan does hereby apportion to, relinquish, cede and convey to the City of College Station all of its rights and powers under Article 970(a), V.A.C.S., and other applicable laws, over and in those portions of the area set aside to College Station as hereinbefore described.

III.

The City of College Station does hereby apportion to, relinquish, cede and convey to the City of Bryan all of its rights and powers, under Article 970(a), V.A.C.S., and other applicable laws, over and in those portions of the area set aside to Bryan as hereinbefore described.

IV.

If any section, paragraph, sentence, clause, phrase, or word of this agreement shall, for any reason, be finally adjudged by any court to be unconstitutional or invalid, such final judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, sentence, clause, phrase, or word thereof so found unconstitutional or invalid.

V.

This agreement while limited to the amount of territory which may be covered because of the existing statutory constraints is intended to provide a settlement for the future extensions of such line. This settlement contemplates the ETJ line in the East, as previously described, ultimately running to the Navasota River and the ETJ line in the West, as previously described, running to the Brazos River. It is the intent of the two Cities to confirm the extensions of the ETJ line as provided herein by written addendum to this agreement not less than once every two (2) years.

VI.

This agreement shall not be implemented until such time as the Compromise and Settlement Agreement between the City of Bryan and the City of College Station relating to electrical certification (a copy of which is attached to this agreement and styled "Exhibit B") has been properly executed and approved by the Public Utility Commission.

SUBSCRIBED, ATTESTED, APPROVED and EXECUTED in duplicate originals in the State of Texas and completed on this 13th day of March, 1980.

THE CITY OF BRYAN

By Richard Smith
Richard Smith, Mayor

ATTEST:

By Joe Evans
Joe Evans, City Secretary

APPROVED:

By Charles K. Bluntzer
Charles K. Bluntzer, City Attorney

THE CITY OF COLLEGE STATION

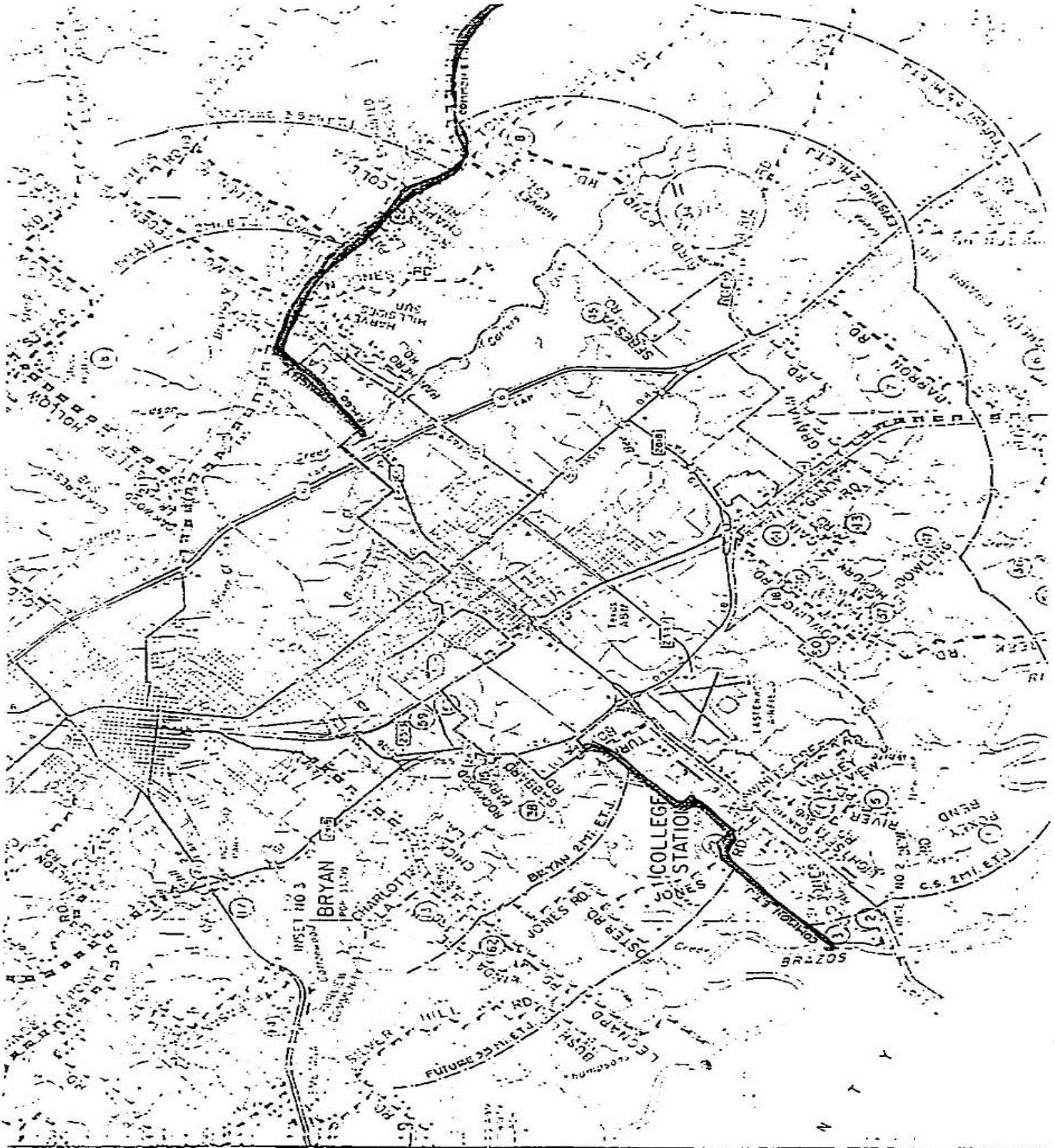
By Lorena Bravenec
Lorena Bravenec, Mayor

ATTEST:

By Glenn Schroeder
Glenn Schroeder, City Secretary

APPROVED:

By Neelley C. Lewis
Neelley C. Lewis, City Attorney



"EXHIBIT A"
ETJ AGREEMENT

EXHIBIT A

A-2

