

## ORDINANCE NO. 67

**A ORDINANCE AUTHORIZING THE RELEASE OF A PORTION OF THE CITY'S EXTRATERRITORIAL JURISDICTION ("ETJ"); APPROVING AN AGREEMENT BETWEEN THE CITY OF UHLAND AND THE CITY OF KYLE REGARDING THE MUTUAL RELEASE OF ETJ; APPROVING THE EXPANSION OF UHLAND'S ETJ; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS RELATING TO AN AGREEMENT BETWEEN THE CITY OF UHLAND AND THE CITY OF KYLE FOR THE MUTUAL RELEASE OF ETJ AND UHLAND'S EXPANSION OF ITS ETJ; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING.**

WHEREAS, the City Council of the City of Umland desires to release a portion of its extraterritorial jurisdiction and enter into the attached "Interlocal Cooperation Agreement for Mutual Extraterritorial Jurisdiction (ETJ) Release" ("Agreement") with the City of Kyle, Texas; and

WHEREAS, the City Council of the City of Umland desires to authorize the Mayor to execute any documents necessary for the approval and implementation of the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umland:

### I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Umland, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

### II. RELEASE AND INCLUSION OF AREA IN ETJ; FILING & DISPLAY

1. THAT the City Council of the City Umland hereby approves the release of a portion of its ETJ in accordance with the terms and conditions of the Agreement attached hereto as Exhibit "A" and incorporated herein for all purposes (hereafter "Umland Release Area"); and
2. THAT the City Council of the City of Umland hereby approves the attached Agreement between the City of Umland and the City of Kyle regarding the mutual release and exchange of portions of each City's ETJ. Upon Umland's release of the appropriate area from Umland's ETJ, the Umland Release Area shall be included and for all purposes brought within the boundaries of the City of Kyle's ETJ, and made an integral part, thereof, subject to the terms and conditions of the Agreement. ;
3. THAT Umland's ETJ is hereby expanded to include the Kyle release areas described in the Agreement and any attachments thereto (hereafter, the "Kyle Release Areas"). Upon Kyle's release of the appropriate areas from Kyle's ETJ, the Kyle Release Areas are hereby included and for all purposes brought within the boundaries of the City of Umland's ETJ, and is made an integral part, thereof, subject to the terms and conditions of the Agreement.
4. THAT this Ordinance does not apply to any portion of the Kyle Release Areas that is currently within the ETJ of another municipality and for which consent has not been or will not be

granted by the releasing municipality. Any portion of the Areas that is not released from another municipality's ETJ is expressly excluded from this Ordinance. This Ordinance shall not be construed to in any way alter, modify or revise the ETJ of any municipality other than the City of Uhland. Any portion of Uhland's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Uhland as a result of the release of ETJ pursuant to this Ordinance or the Agreement shall be deemed to have been hereby released by the City of Uhland.

5. THAT the official map and boundaries of the City are hereby amended and revised so as to include the Kyle Release Areas and to exclude the Uhland Release Area.
6. THAT the owners and inhabitants of the Areas are entitled to all of the rights and privileges of other citizens of the City of Uhland's ETJ, and are hereby bound by all acts, ordinances and other legal actions now in full force and effect, and those that may be hereafter adopted or enacted, regarding the ETJ.
7. THAT the City Secretary is hereby instructed to include this Ordinance in the records of the City.
8. THAT the Mayor is hereby instructed to file a certified copy of this Ordinance and attachments with the Hays County Clerk and other appropriate entities.
9. THAT the City Engineer is hereby instructed to have maps depicting the new municipal boundaries prepared.
10. THAT the Mayor of the City of Uhland is hereby authorized to execute any documents necessary for the approval and implementation of said Agreement between the City of Uhland and the City of Kyle, and the expansion of Uhland's ETJ.

### III. EFFECTIVE DATE

This Ordinance is effective and the expansion of the ETJ achieved herein shall be final and complete upon adoption of this Ordinance and release of the appropriate areas from Kyle's ETJ.

### IV. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable. If any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or *ultra vires* by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written. The voiding by a court of any ETJ expansion previously approved by the City of Uhland shall not be construed in any way to affect any other ETJ expansion by the City.

### V. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

See ordinance  
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PASSED AND APPROVED on this the 6th day of June, 2007, by a vote of 5 ayes, 0 nays, and 0 abstentions of the City Council.

THE CITY OF UHLAND, TEXAS

Daniel R. Heideman  
Mayor

ATTEST:

Diana T. Woods  
City Secretary

**INTERLOCAL COOPERATION AGREEMENT  
FOR MUTUAL EXTRATERRITORIAL JURISDICTION (ETJ) RELEASE**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into effective as of the date of execution by authorized representatives of the parties and subject to certain conditions precedent, by and between the **City of Uhland**, Texas ("Uhland"), a Type A general law municipal corporation, and the **City of Kyle**, Texas ("Kyle"), a Texas home rule municipal corporation, and acting by and through their authorized representatives.

**WHEREAS**, Uhland and Kyle recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

**WHEREAS**, agreements regarding areas adjacent to the cities' respective extraterritorial jurisdictions ("ETJ") will assist and enhance the planning for development and capital improvement programs and services; and

**WHEREAS**, the Pecanwoods Subdivision property owner (the "Pecanwoods Owner") has requested that Uhland release that portion of Uhland's ETJ which is approximately 351 acres identified as Parcel A (the "Pecanwoods Release Area") in Exhibit "A," attached hereto and incorporated herein for all purposes, and further described by metes and bounds in Exhibit "B," attached hereto and incorporated herein for all purposes, and the City of Uhland desires to release the Pecanwoods Release Area from Uhland's ETJ so that the Pecanwoods Release Area may be included in Kyle's ETJ pursuant to §42.022(b), Texas Local Government Code, and in order that the entire 383 acres of the Pecanwoods Subdivision Tract including both Parcel A and Parcel B described in Exhibit "A" may be included in Kyle's ETJ; and

**WHEREAS**, the City of Kyle desires to release the Wranitzky Tract property from Kyle's ETJ, which said Wranitzky Tract is approximately 68 acres identified as Parcel C (the "Wranitzky Release Area") in Exhibit "A," attached hereto and incorporated herein for all purposes, so that the Wranitzky Release Area may be included in Uhland's ETJ pursuant to §42.022(b), Texas Local Government Code, and in order that the entire 267.24 acres of the Wranitzky tract including both Parcel C and Parcel D described in Exhibit "A" ("Entire Property CD"), and further described by metes and bounds in Exhibit "C," attached hereto and incorporated herein for all purposes, may be included in Uhland's ETJ; and

**WHEREAS**, the City of Kyle desires to release the Fehlis Tract property from Kyle's ETJ, which said Fehlis Tract is approximately 13 acres identified as Parcel E (the "Fehlis Release Area") in Exhibit "A" attached hereto and incorporated herein for all purposes, so that the Fehlis Release Area may be included in Uhland's ETJ pursuant to §42.022(b), Texas Local Government Code, and in order that the entire 92.75 acres of the Fehlis Tract including both Parcel E and Parcel F described in Exhibit "A" ("Entire Property

Property EF”), and further described by metes and bounds in Exhibit “D,” attached hereto and incorporated herein for all purposes, may be included in Uhland’s ETJ; and

**WHEREAS**, Kyle agrees to release Parcel C and Parcel E by the ordinance approving this Agreement, and Uhland agrees to release Parcel A by the ordinance approving this Agreement;

**NOW, THEREFORE**, pursuant to the laws of the State of Texas, including Texas Local Government Code Sections 42.022(b) and 42.023, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

### **Article One Findings and Declarations**

**Section 1.1 Fact Findings.** The recitals above are adopted as findings by the governing bodies of Uhland and Kyle, and are incorporated herein for all purposes. The governing bodies of Uhland and Kyle have authorized and approved this Agreement.

### **Article Two Effective Date and Nature of Agreement**

**Section 2.1. Effective Date of Agreement.** This Agreement shall commence on the date of signature by authorized representatives of both cities (“Effective Date”).

**Section 2.2. Intent and Purpose.** The intent and purpose of this Agreement is to provide for effective and efficient municipal planning and development, and the release of ETJ as set out in this Agreement.

**Section 2.3. Map.** References in this Agreement to any geographic areas referred to the area named and shown on the Map attached hereto as Exhibit “A” are incorporated herein for all purposes.

### **Article Three Release of ETJ**

**Section 3.1. ETJ Mutual Release.** Uhland will release, by ordinance approving this Agreement, the portion of Uhland ETJ identified as Parcel A shown on Exhibit “A” to this Agreement, and as more particularly described in Exhibit “B.” Kyle will release, by ordinance approving this Agreement, the portion of the Wranitzky and Fehlis properties situated in Kyle’s ETJ and identified as Parcel C and Parcel E, being portions of the tracts shown on Exhibits “C” and “D” to this Agreement, and as more particularly described in Exhibit “A.” The mutual release of ETJ will occur upon approval of the ordinance approving this Agreement and the execution of this Agreement by both parties, and is **subject to condition** that the Property Owner of Parcel A requests expansion of Kyle’s

ETJ to include Parcel A, and the Property Owners of Parcels C and E request expansion of Uhland's ETJ to include Parcels C and E.

The parties hereto acknowledge and agree that the Property Owners may request inclusion of their property in the ETJ of Kyle or Uhland, as the case may be, prior to either City's release of Parcels A, C, and/or E.

**Section Four  
General and Miscellaneous**

**Section 4.1 Jurisdiction.** This Agreement shall not be deemed to extend or increase the jurisdiction or authority of either of the Cities except as necessary to implement and give effect to this Agreement. Nothing in this Agreement shall be deemed to be applicable to, or an attempt to limit or restrict, the legal rights, authority or jurisdiction of any other governmental entity.

**Section 4.2. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Kyle nor Uhland waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 4.3. Exhibits.** The following exhibits are incorporated into this Agreement by reference as if fully set out herein:

Exhibits "A," "B," "C" and "D."

**Section 4.4. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the authorized representative of the Cities have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 2007.

City of Uhland, Texas

City of Kyle, Texas

Daniel R. Heideman  
Mayor 6/6/07

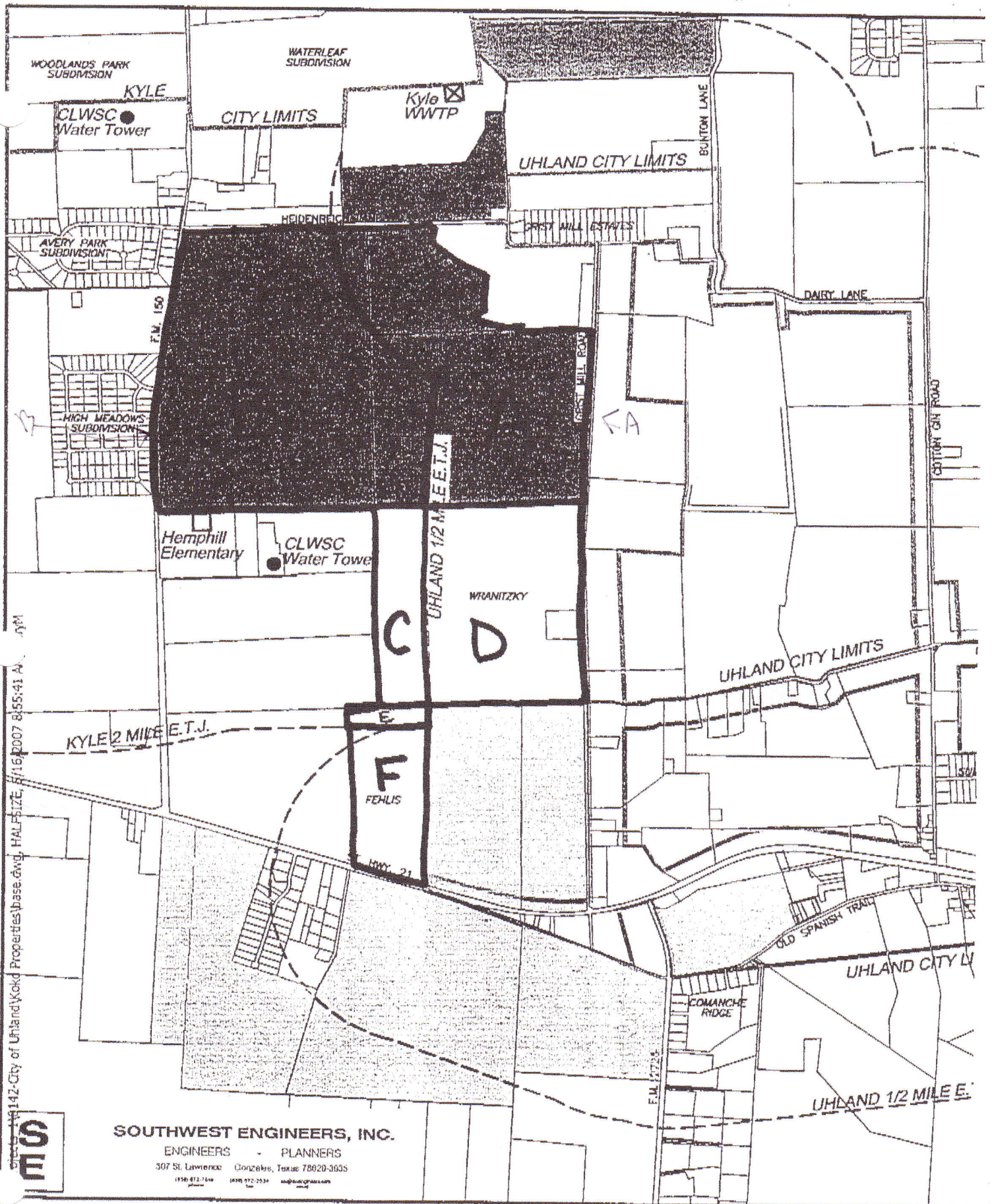
\_\_\_\_\_  
Mayor

Attest:

Attest:

Diana Woods  
City Secretary 06/6/07

\_\_\_\_\_  
City Secretary



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**SOUTHWEST ENGINEERS, INC.**

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