

**INTERLOCAL COOPERATION AGREEMENT BETWEEN GUADALUPE COUNTY,  
TEXAS AND THE CITY OF MARION, TEXAS RELATIVE TO SUBDIVISION  
REGULATIONS IN GUADALUPE COUNTY, TEXAS AND ALSO WITHIN THE  
EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MARION**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, and the City of Marion, a municipal corporation of the State of Texas (hereinafter referred to as "City").

WHEREAS, County and City represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, County and City have sufficient funds available to perform the functions and duties contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**I. TERM OF AGREEMENT**

- A. The County and the City mutually agree that the term of this Agreement shall be for three years from the date it is formally and duly executed by both the City and the County, and it shall automatically renew for successive three-year terms until amended by the parties or superseded by a new Agreement between the parties.

**II. COUNTY RESPONSIBILITIES**

- A. The County, within the ETJ, shall continue to administer and enforce Guadalupe County On-Site Sewage Order and Flood Damage Prevention Regulations, and shall also assume maintenance responsibilities for all public streets, roads, and all public drainage systems within any platted subdivision, once built, provided any such public street, road, and public drainage systems are in compliance with the requirements of the County and also follow any applicable state and/or federal regulations for road construction and drainage. The City will require any subdivision Plat Applicant to prepare a "Watershed Study" that is no less stringent than the drainage study requirements of the County. All egress and ingress onto County roads are subject to permitting by the County.
- B. Except as specifically authorized in this Agreement, the County shall not enforce its subdivision regulations within the ETJ of the City.

**III. CITY RESPONSIBILITIES**

- A. Except as otherwise stated herein, the City shall enforce its subdivision regulations in the ETJ of the City.

- B. The City shall incorporate into its subdivision rules applicable to its ETJ compliance with the "Order Adopting Rules of Guadalupe County, Texas for On-Site Sewage Facilities" approved on June 30, 2009 by the Commissioner's Court of Guadalupe County and subsequently approved on August 25, 2009 by the Texas Commission on Environmental Quality as well as any future amendments thereto. As these rules are amended, the County shall provide copies of such amended documents to the City.**
- C. For purposes of servicing single family dwellings by an On-Site Sewage Facility and which are served by a Texas Commission on Environmental Quality's approved public water supply and where said lots are located within the ETJ of the City, a minimum of 1 acre per lot will be required and the parties hereto agree that Title 30, Texas Administrative Code, Chapter 285.4(a)(1)(A) shall be applicable.**
- D. For all proposed multi-family residential properties (including, but not limited to: apartments, duplexes, fourplexes, condominiums, hotels, manufactured home parks and recreational vehicle parks) and all proposed non-residential commercial properties located within the ETJ of the City, On-Site Sewage Facility permitting requirements will be decided by the County consistent with Texas Commission on Environmental Quality's guidelines for same, generally accepted engineering standards and any additional applicable On-Site Sewage Facility guidelines adopted by the County in the future.**
- E. The City shall be responsible for the approval of any subdivision plat for the division of property if tracts are less than three acres in size in accordance with Chapter 212, Texas Local Government Code. Any subdivision plat that divides the property into tracts three acres in size or larger shall be subject solely to the subdivision regulations of Guadalupe County, Texas. The City further agrees that any exceptions to platting requirements set forth in Chapter 232 of the Texas Local Government Code shall be applicable in the City's ETJ in Guadalupe County, Texas.**
- F. The City shall require the developer to deliver one digital copy of all application packets and preliminary subdivision plats within the City's ETJ to the County Environmental Health Director located at 2605 N. Guadalupe Street, Seguin, Texas 78155, or any future location of said office, within 10 working days of receipt of preliminary plat application.**
- G. The County shall provide written comments if necessary regarding the proposed preliminary plat within 10 working days of receipt of a preliminary plat application for a subdivision.**
- H. The City shall deliver two hard copies of all recorded subdivision plats within the City's ETJ to the County Environmental Health Director located at 2605 N. Guadalupe Street, Seguin, TX 78155, or any future location of said office, within 10 working days of receipt of the application and the recording of the subdivision plat. In the event the City also requires preparation of a "Watershed Study", then in that event, the City shall include a copy of any "Watershed Study" required by the City as part of their approval process for a plat.**

- I. The County shall provide written comments if necessary regarding the proposed plat within 10 working days of receipt of an application for subdivision.
- J. The City shall require the developer to provide a Corporate Surety Bond or Irrevocable Letter of Credit in an amount determined by the City's Engineer or designer to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure. The Surety Bond shall be executed by a surety company authorized to do business in the State of Texas and shall be made payable to Guadalupe County, Texas. An Irrevocable Letter of Credit shall also be payable to Guadalupe County. The condition of the Surety Bond or Letter of Credit shall be that the owner(s) of the tract of land to be subdivided will construct the roads or streets, storm water drainage, fire hydrants, fire suppression facilities and water distribution facilities of such subdivision within one year of plat filing. The time period for completion may be extended upon written agreement of the developer and County, conditioned upon an extension of the underlying surety. The full amount of the Bond or Letter of Credit shall remain in force until the road construction and other infrastructure is completed and roads and other infrastructures are approved and/or accepted by the County. The City shall deliver said Surety Bond or Letter of Credit to the County within 10 working days of the approval of the subdivision plat.
- K. For any subdivision for which the City is the platting authority as set forth herein, if any ingress/egress points for the proposed subdivision are onto a County Road, the City will require the developer to first obtain a Driveway Permit from the County prior to final plat approval. Any Driveway Permit issued by the County will be in accord with County driveway construction requirements and in conformity with current and future drainage infrastructure and traffic safety considerations. The Applicant/owner/developer shall execute a one year maintenance bond or bonds or Irrevocable Letter of Credit in the total sum in accordance with the Guadalupe County Subdivision Regulations to guaranty the work and any applicable warranties. The County will not accept the roads for maintenance until such bonds or Irrevocable Letter of Credit are furnished and approved by the Guadalupe County Commissioners' Court. After the Final Acceptance Letter of any roads or other infrastructure to be ultimately maintained by the County is issued, the County Road & Bridge Department will monitor the road/infrastructure construction for construction failures. If repairs are required, the Applicant/owner/developer will be notified of the required repairs and make any such repairs in a timely fashion. Failure of Applicant/owner/developer to comply with any required repairs will result in County making demand for payment on any bond, bonds or Irrevocable Letter of Credit. On the expiration of the one-year warranty period with no outstanding warranty claims, any Bond or Irrevocable Letter of Credit posted by Applicant/owner/developer will be released.
- L. To the extent the City is the exclusive platting authority for a subdivision, the City will have the right to approve road construction plans and standards and the right to inspect road construction. The City shall also require a Plat Applicant's compliance with TxDOT Subdivision entrance standards for any proposed subdivision fronting state highways and roads and the County's standards for road construction, driveway spacing and entrance

standards relative to the entrance to a subdivision fronting a County Road, as applicable. With respect to any proposed subdivision fronting a County Road, the City shall require proof from the Plat Applicant that the Applicant has obtained a Driveway Permit for access onto the County Road. Both the County and the City shall have the right to take appropriate action to halt road construction if the applicable construction standards are not being met. The County shall have no obligation to accept roads or other subdivision infrastructure if applicable County road construction standards have not been met. Any inspection or enforcement action taken by the County will be solely to ensure compliance with any applicable County standards.

- M. With the exception of roads, streets or other infrastructure specifically accepted by the County for maintenance, the County assumes no further obligations to maintain any other public areas of the Subdivision.

#### **IV. GENERAL PROVISIONS**

- A. **General Administration:** General administration of this Agreement shall be by the designated contact person as the representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administration of this Agreement for the City will be by the designated contact person as the representative for the City or the City Manager, or his/her representative (or successor in office).
- B. **Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Guadalupe County Commissioners Court or the City Council of the City of Marion, Texas.
- C. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested or hand delivered. The addresses for notice below may be changed by either party providing written notice to the other of the new address.

1. Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:

Guadalupe County Judge's Office  
101 E. Court Street  
Seguin, Texas 78155

2. Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Mayor  
City of Marion  
P. O. Box 158  
Marion, Texas 78124

3. To be effective, a copy of any notices sent to the County shall be sent to the Guadalupe County Attorney's Office at the following address:

Guadalupe County Attorney  
211 W. Court Street  
Seguin, Texas 78155

4. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.
- D. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- E. **Breach:** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either party shall be entitled to any and all rights and remedies allowed under Texas Law for any breach of this Contract by the other party.
- F. **Non-Waiver:** 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.
- G. **Entire Agreement:** This Agreement constitutes the entire agreement between Guadalupe County and the City. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.
- H. **Binding Agreement:** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- I. **Non-Defined Terms:** If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.
- J. **Repealer:** All other agreements, sections, or parts of agreements heretofore adopted by and between Guadalupe County and the City of Marion in conflict with the provisions set forth above in this agreement are hereby repealed.

**K. Both County and City acknowledge that they each are in possession of a copy of the other's current subdivision rules. The County and City further agree that in the event their respective subdivision rules are modified in any respect, then that party will provide a copy of the changes to the other party. Neither party hereto shall have a right to waive any applicable subdivision, septic or flood plain rules.**

GUADALUPE COUNTY, TEXAS

BY: \_\_\_\_\_



PRINTED NAME: Kyle Kutscher

GUADALUPE COUNTY JUDGE

SIGNED THIS 9 DAY OF January, <sup>2018</sup>~~2017~~.

ATTEST: Jeresakiel, DATE: 1-9-18  
GUADALUPE COUNTY CLERK



CITY OF MARION, TEXAS

BY: \_\_\_\_\_



PRINTED NAME: BILL SETLER

MAYOR, CITY OF MARION, TEXAS

SIGNED THIS 27 DAY OF DECEMBER, 2017

ATTEST:  DATE: 12/27/17

CITY OF MARION SECRETARY