



STATE OF TEXAS
COUNTY OF BEXAR

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CITY-COUNTY INTERLOCAL
AGREEMENT FOR PLATTING IN
ETJ OF SAN ANTONIO

This **City-County Interlocal Agreement** ("**Agreement**") for Platting in the Extraterritorial Jurisdiction of the City of San Antonio is entered into by and between the **CITY OF SAN ANTONIO**, a home-rule municipality situated within Bexar County, Texas, hereinafter referred to as "**CITY**" and the **COUNTY OF GUADALUPE**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**", acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791 and the TEXAS LOCAL GOVERNMENT CODE, Chapter 242.

WITNESSETH

WHEREAS, both the **CITY** and **COUNTY** operate systems designed to approve subdivision plats as authorized under applicable state laws; and

WHEREAS, the TEXAS LOCAL GOVERNMENT CODE, CHAPTER 242, requires that the **CITY** and **COUNTY** enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("**ETJ**") of the **CITY**; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each retaining certain responsibilities as hereinafter provided in this Agreement; and

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 located within both the **COUNTY** and the **ETJ** of the **CITY**.

1.02 The **ETJ** of the **CITY** may fluctuate from time-to-time during the term of this **Agreement** as a result of City Council action. The **CITY** agrees to notify the **COUNTY** in writing within 10 days of any and all City Council action that changes the **ETJ** during the term of this **Agreement** thereby affecting subdivision platting for real property within the boundaries of the **COUNTY**.

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, 2005. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2005. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the **Agreement** at least ninety (90) days prior to the expiration of the then current term.

ARTICLE III
APPLICABLE PROCEDURES

3.01 CITY and COUNTY agree that subdivision platting within the boundaries of the COUNTY and also within the ETJ of the CITY will be in accordance with the standards and procedures of the COUNTY except those plats stipulated in Paragraph 3.02 of this Agreement.

3.02 CITY and COUNTY agree that plat approval for subdivisions containing residential tracts less than 0.4 acre will be approved by the CITY in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas.

3.03 The COUNTY shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk except as provided in Paragraph 3.02. The CITY shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk for plats approved in accordance with Paragraph 3.02.

3.04 Within the parameters of this Agreement, the Parties agree and understand that the COUNTY shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in those portions of the COUNTY which are also within the extraterritorial jurisdiction of the CITY.

3.05 Within the parameters of this Agreement, the Parties agree and understand that the COUNTY shall have exclusive control over the formulation and enforcement of regulations pertaining to septic tank licensing in those portions of the COUNTY which are also within the extraterritorial jurisdiction of the CITY. The Parties agree that the designated CITY Floodplain administrator shall oversee floodplain development in accordance with the provisions of Appendix F of the Unified Development Code of the City Code of San Antonio, Texas.

3.06 Upon completion of all formal approvals, COUNTY shall be responsible for recording plats approved in accordance with Paragraph 3.01 with the County Clerk's Office. The COUNTY will provide the CITY a summary of recorded plats that lie within the CITY's ETJ on the date of renewal of each successive term of this agreement. Said summary shall consist of a list the applicant names and deed record volume and page numbers for each plat recorded during the term. Upon completion of all formal approvals, CITY shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

3.07 The Parties recognize that the Unified Development Code of the City Code of San Antonio, Texas provides for notice to the COUNTY of proposed plats which may impact COUNTY rights of way. In the event that the CITY's limits should extend into an unincorporated area of the COUNTY, the parties agree to cooperate in resolution of any right of way access issues created by any proposed subdivision plat.

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 the **COUNTY** herein are performable in Guadalupe County, Texas and all obligations of the **CITY** herein are performable in Bexar County and Guadalupe 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

10.01 No amendment, modification or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the **CITY** and the **COUNTY**.

XI. LIAISONS AND NOTICES

11.1 Unless written notification by the **COUNTY** to the contrary is received by **CITY**, the **COUNTY** Road and Bridge Administrator shall be the designated representative of the **COUNTY** responsible for the management of this **Agreement**.

11.2 Unless written notification by the **CITY** to the contrary is received by **COUNTY**, the Director of the Development Services Department shall be the designated representative of the **CITY** responsible for management of this **Agreement**.

11.3 Communications between **CITY** and **COUNTY** shall be directed to the designated representatives of each as set forth above.

11.4 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, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: Florencio Pena
Director, Development
Services Department

COUNTY
County of Guadalupe
307 West Court Street
Seguin, Texas 78155
Attn: Larry Timmerman
Road & Bridge Administrator

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 13TH DAY OF DECEMBER, 2005.

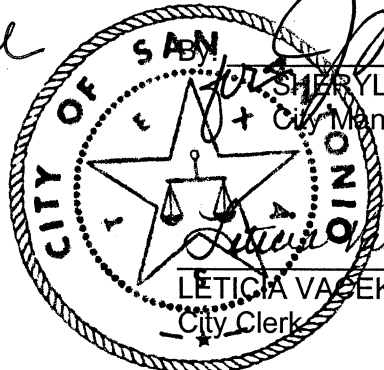
COUNTY OF GUADALUPE

CITY OF SAN ANTONIO, TEXAS

By: Donald Schraub
DONALD SCHRAUB
County Judge

Sheryl Sculley
SHERYL SCULLEY
City Manager

Leticia Vasek
LETICIA VASEK
City Clerk



ATTEST:

Teresa Kiel
TERESA KIEL
County Clerk

APPROVED AS TO LEGAL FORM:

Elizabeth Murray-Kolb
ELIZABETH MURRAY-KOLB
County Attorney

APPROVED AS TO LEGAL FORM:

Yakovlev
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

Kris Klein
KRIS KLEIN
County Auditor