

INTERLOCAL COOPERATION AGREEMENT
BETWEEN GUADALUPE COUNTY AND THE CITY OF SAN MARCOS
FOR SUBDIVISION REGULATIONS WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE
CITY OF SAN MARCOS, TEXAS

THIS INTERLOCAL COOPERATION 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, Larry Jones, and the City of San Marcos, a municipal corporation of the State of Texas (hereinafter referred to as "City"),.

TERM OF AGREEMENT

The County and the City mutually agree that the term of this Local Cooperation Agreement shall be from the date it is formally and duly executed by both the County and the City until December 31, 2017, and it shall automatically renew for three-year terms until amended by the parties or superseded by a new interlocal agreement between the parties.

II. COUNTY RESPONSIBILITIES

- A. The County, within the ETJ, shall continue to administer and enforce Guadalupe County's septic system and floodplain regulations, and shall assume maintenance responsibilities for all public streets and roads, and all public drainage systems, within any platted subdivision, once built, provided any such public streets, roads, and public drainage systems are in compliance with the requirements of the County, and any applicable state and/or federal regulations for road construction and drainage. All egress and ingress onto County roads is subject to permitting by the County. 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.
- B. The City shall incorporate into its subdivision review within the ETJ 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 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 is 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 Facilities permitting requirements will be decided by the County consistent with Texas Commission on Environmental Quality’s guidelines, generally accepted engineering standards and any additional On-Site Sewage Facilities guidelines adopted by the County or City in the future.
- E. The City shall require the preparation of a subdivision plat for the division of property into five acre tracts or less, and in accordance with Ch. 212.004, Texas Local

Government Code. Any subdivision plat calling for the division of property into tracts greater than five acres shall be subject solely to the subdivision regulations of Guadalupe County, Texas.

- F. The City shall deliver one digital copy of all application packets and 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 within 10 working days of receipt of the application and the recording of the subdivision plat.
- G. The County shall, within 10 days of receipt of an application for subdivision, provide written comments, if necessary, regarding the request.
- H. The City shall require the developer to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Escrow Agreement, in an amount determined by the City's Engineer, or designee, 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 or escrow agreement shall also be payable to the County. The condition of the bond, letter of credit or escrow agreement shall be that the owner or owners of the tract of land to be subdivided will construct the roads or streets, stormwater 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 infrastructure are approved and/or

accepted by the County. The City shall deliver said Surety Bond to the County within 10 working days of the recording of the subdivision plat.

- I. The City will have the right to approve construction plans and the duty to inspect road construction to ensure compliance with TxDOT standards for state highways and roads, County's standards for County roads and driveway spacing. The County shall request that the City 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 construction standards have not been met.
- J. Unless otherwise agreed by the city or county, all curbs, sidewalks and green spaces, as platted, will be maintained by the developer or a homeowners association.

IV. GENERAL PROVISIONS

1. **General Administration:** General administration of this Agreement shall be by the contact person and representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administering this Agreement and the contact person and representative for the City is the City Manager, or his/her representative.
2. **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 San Marcos, Texas.

3. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested. The addresses for notice below may be changed by either party providing written notice to the other of the new address

(a) Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:

Guadalupe County Judge's Office
307 West Court Street
Seguin, Texas 78155

(b) Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Director of Development Services
City of San Marcos
630 E Hopkins
San Marcos, Texas 78666

(c) 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
101 E Court St. # 104
Seguin, Texas 78155

(d) 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.

4. **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.

5. **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.
6. **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.
7. **Entire Agreement:** This Interlocal Cooperation Agreement constitutes the entire agreement between Guadalupe County and the City. No other agreement, statement, or promise relating to the subject matter of this Contract and which is not contained in this Contract or incorporated by reference in this Contract shall be valid or binding.
8. **Terms used in Document:** As used in this document, the terms “Interlocal Cooperation Agreement,” “Interlocal Agreement,” “Agreement,” and “Contract” are synonymous.
9. **Non-Defined Terms:** If not specifically defined in this Contract, words and phrases used in this Contract shall have their ordinary meaning as defined by common usage.

EXECUTED THIS 5th day of March, 2007¹³.

Guadalupe County

By: [Signature]

Honorable Larry Jones
Guadalupe County Judge



ATTEST: Teresa Kiel

Date: 3-5-13

Teresa Kiel, Guadalupe County Clerk

EXECUTED THIS 7th day of January, 2013.

City of San Marcos

By: [Signature]

City Manager
San Marcos, Texas

ATTEST: [Signature] Date: 2/14/13

City of San Marcos Secretary