

INTERLOCAL COOPERATION AGREEMENT
BETWEEN GUADALUPE COUNTY AND THE CITY OF SEGUIN
FOR SUBDIVISION REGULATIONS WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE
CITY OF SEGUIN, 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, and the City of Seguin, a municipal corporation of the State of Texas (hereinafter referred to as "City"), and by and through its City Manager.

TERM OF AGREEMENT

- A. 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. This Agreement may be renewed by the mutual consent of the parties for an additional term or terms as needed at or near the end of the initial term.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect for services already rendered under this Agreement, but not yet paid.

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 of Seguin.

III. CITY RESPONSIBILITIES

- A. Except as otherwise stated herein, the City shall enforce its subdivision ordinances within the ETJ.
- B. The City shall incorporate into its subdivision regulations 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 and enforce these regulations within their ETJ in Guadalupe County and any additional On-Site Sewage Facilities regulations adopted by the County in the future, with a limit of one home per lot.
- C. For purposes of minimum lot size for single family dwellings serviced by an On-Site Sewage Facilities and which are served by a Texas Commission on Environmental Quality's approved public water supply and where said lots are located within a

proposed subdivision in the ETJ of the City, the parties hereto agree that Title 30, Texas Administration Code, Chapter 285.4(a)(1)(A) shall be applicable.

Notwithstanding same, the County reserves the right to require adherence to the County's stricter standards if it is determined that 0.50 acres per lot/tract/single family household is insufficient to adequately dispose of effluent based upon generally accepted engineering standards.

- D. For all proposed multi-family residential properties (including, but not necessarily 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, the 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. For all subdivisions within the City's ETJ, the City will require that said proposed subdivision be in compliance with Chapter 50, Sections 50-29, 50-30 and 50-31 of Seguin's Code of Ordinances, or the corresponding sections in any new or revised code adopted by the City of Seguin.
- F. City agrees to provide County a map, addresses and names of those persons with whom the City has entered into a Development Agreement. Upon receipt of the aforementioned information, County agrees to advise City if any of the properties the subject of a Development Agreement are within any area the subject of a subdivision plat submitted to County for approval.

- G. The City shall require the preparation of a subdivision plat for the division of property into 5-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 (5) acres shall be subject to the subdivision regulations of Guadalupe County, Texas.
- H. For all applications for any type of permit related to the land, including, but not limited to, subdivision, road or driveway, and septic systems, where the underlying land is subject to a Development Agreement with the City, prior to issuance thereof, the County shall require that the applicant inform the City of the applicant's plans to see if the City will exercise its right to annex the property prior to the issuance of any permit on part of the County.
- I. The City shall deliver one copy of all applications for approval of the subdivision plat and two copies of all recorded subdivision plats within the City's ETJ to the County within 10 working days of the recording of the subdivision plat.
- J. 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 complete construction of 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 City, 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 City and approved by the City's Engineer and the County Judge or his designee.

- K. The City will have the right to approve construction plans and the duty to inspect road construction to insure compliance with TxDOT standards for state highways and roads, County's standards for County roads and driveway spacing. The County may request that the City take appropriate action to halt road construction if the applicable road construction standards are not being met. Either Party shall have no obligation to accept roads or other subdivision infrastructure if the applicable construction standards have not been met.
- L. Unless otherwise agreed by the city or county, all curbs, sidewalks and green spaces, as platted, will be maintained by the developer, owner, 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 Seguin, 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.

(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
211 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:

City Manager
PO Box 591
Seguin, Texas 78156

(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:

Honorable Elizabeth Murray-Kolb (or her successor in office)
211 West Court Street
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 14th day of May, 2013.

Guadalupe County

By: [Signature]

Printed Name: LARRY JONES

Guadalupe County Judge

ATTEST: Teresa Kiel Date: 5/14/13

By: Dalena Krueger, Chief deputy clerk

Printed Name: Teresa Kiel

Guadalupe County Clerk



EXECUTED THIS 10th day of June, 2013.

City of Seguin

By: [Signature]

Printed Name: Douglas G. Faseler

City Manager, Seguin, Texas

ATTEST: _____ Date: June 10, 2013

By: [Signature]

Printed Name: Thalia Stautzenberger

City Secretary, Seguin, Texas