

STATE OF TEXAS
COUNTY OF BEXAR

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

RECEIVED
JUN 21 2004

COUNTY ENGINEER

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 COMAL**, 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, 2004. 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 habitable 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 For those plats stipulated in Paragraph 3.02 of this Agreement, 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 Director of Development Services, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure. A surety, required for a subdivision described in Paragraph 3.02, shall be executed by a surety company authorized to do business in the State of Texas and shall be made payable to the County Judge or his successors in office, of Comal County, Texas. 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, and water distribution facilities of such subdivision within three (3) years. The time period for completion may be extended upon written agreement of the developer and COUNTY or the CITY for a subdivision described in Paragraph 3.02. 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 a copy of said surety for a subdivision described in Paragraph 3.02 to the COUNTY within 10 working days of the recording of the subdivision plat.

3.04 For those plats stipulated in Paragraph 3.02 of this Agreement, the CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road materials and road construction test results to the COUNTY during road construction. CITY inspectors shall have control of the road construction, stormwater drainage construction, and water distribution facility construction within the right-of-way. The COUNTY shall request that the CITY halt construction if the applicable construction standards are not being met.

3.05 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.

3.06 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.

3.07 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 on-site sewage facilities and floodplain development in those portions of the COUNTY which are also within the ETJ of the CITY.

3.08 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 an annual summary of recorded plats that lie within the CITY'S ETJ. Upon completion of all required approvals, the COUNTY shall be responsible for recording plats, provided however that the CITY shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

ARTICLE IV CONSIDERATION

4.01 The Parties agree and understand that each shall be responsible for its own costs and expense 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 Comal County, Texas and all obligations of the CITY herein are performable in Bexar County and Comal 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 Engineer 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

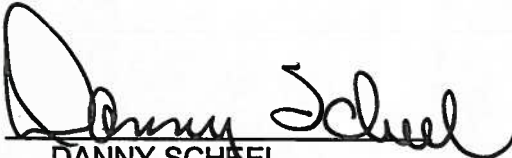
County of Comal
195 David Jonas Drive
New Braunfels, Texas 78132-3760
Attn: Thomas H. Hornseth, P.E.
Comal County
Engineer's Office

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 24th DAY OF March, 2004.

COUNTY OF COMAL, TEXAS

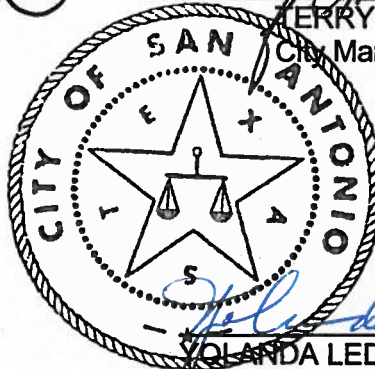
CITY OF SAN ANTONIO, TEXAS


By: 
DANNY SCHEEL
County Judge

By: 
TERRY M. BRECHTEL
City Manager

ATTEST:


JOY STREATER
County Clerk




YOLANDA LEDESMA
Acting City Clerk



APPROVED: 
City Attorney 