

**INTERLOCAL COOPERATION AGREEMENT BETWEEN GUADALUPE COUNTY,
TEXAS AND THE CITY OF SEGUIN, TEXAS RELATIVE TO SUBDIVISION
REGULATIONS IN GUADALUPE COUNTY, TEXAS WITHIN THE
EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF SEGUIN**

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"), by and through its City Manager.

I. TERM OF AGREEMENT

- A. The County and the City mutually agree that the term of this Interlocal Cooperation Agreement shall be for three (3) 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City and the County, and it shall automatically renew for successive three-year terms until amended by the parties or superseded by a new interlocal cooperation agreement between the parties.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. Subject to the reservations below, the County will 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. County reserves the right to not assume maintenance responsibilities if budgetary, personnel or necessary equipment considerations render assumption of maintenance unfeasible. County does not guaranty that it will assume maintenance responsibilities. The City will require any Plat Applicant to prepare a "Drainage 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 otherwise stated herein, the County shall enforce its subdivision regulations in the ETJ of the City.

III. CITY RESPONSIBILITIES

- A. The City shall only enforce its subdivision regulations in the ETJ of the City when the property is subject to a development agreement executed by the City of Seguin or when the property or any part of that property is to be served by the City of Seguin public water or sewer system. The City of Seguin requires that a request for connection or extension of the city water or wastewater system to property located within the Seguin ETJ must be accompanied by a written request for annexation into the Seguin city limits.
- B. As noted above the City shall be responsible for the approval of any subdivision plat for the division of property in accordance with Chapter 212, Texas Local Government Code when the proposed subdivision is to be served by the City of Seguin public water or sewer

system or when the property is subject to an existing development agreement with the City of Seguin. All other subdivision plats in the ETJ shall be subject solely to the subdivision regulations of Guadalupe County, Texas and therefore any exceptions to platting requirements set forth in Chapter 232 of the Texas Local Government Code shall be applicable in subdivisions subject to the County's subdivision regulations. If only a portion of the property is within the Seguin ETJ, the entire property shall be subject to the County's subdivision regulations.

- C. The City shall deliver one digital copy of all application packets within the City's ETJ that are subject to the City's subdivision regulations to the County Environmental Health Director within 10 working days of receipt of the application. The City shall deliver one digital copy of all recorded subdivision plats to the County Environmental Health Director within 10 working days of the recording of the subdivision plat. The City shall include any watershed or floodplain study required by the City as part of their approval process for a plat.
- D. The County shall provide written comments, if necessary, regarding the proposed plat within 10 days of receipt of an application for subdivision.
- E. In subdivisions in the ETJ that are subject to the City of Seguin's subdivision regulations, the City shall require the completion of streets, regional drainage facilities, water distribution facilities, fire hydrants, and fire suppression facilities, as applicable, prior to the recording the plat. The City will require streets in the ETJ to meet the County's dedicated right-of-way requirements. The standard details for streets shall meet the County requirements and shall be inspected by the County for compliance. Sidewalks will not be required in subdivisions in the ETJ. If sidewalks are constructed at the option of the developer, they shall be constructed on private easements located outside of the County right-of-way and shall be maintained by the private property owners. The County will not accept sidewalks for maintenance.
- F. Permanent dead-end streets shall be constructed with a turnaround (cul-de-sac) at the closed end, constructed in accordance with the County requirements as follows:
 - Residential subdivisions: The turnaround shall have an outside finished paved street diameter of 100 feet and a road right-of-way of 130 feet.
 - Commercial subdivisions: Developer is to submit an engineered study/analysis showing the details for how such roads are to be built to withstand the type and volume of traffic on said roads. The study/analysis is to include a description of the type of vehicular traffic anticipated and the estimated daily volume.
- G. All roads and streets shall intersect at 90-degree angles. Corner-clips at 45-degree angles shall be provided on corner lots that are adjacent to County-maintained roads. The County Road & Bridge Administrator shall determine the location of the required corner-clips.
- H. The arrangement, character, extent, width, grade and location of all streets shall conform to the City's and County's Thoroughfare Plans. If the City and County Thoroughfare Plans conflict, the subdivision shall conform to the larger right-of-way width and the higher street classification.

- I. No decorative squares, trees, islands, ornamental entrances, or any other obstruction to traffic shall be constructed or preserved within the right-of-way or a road dedicated to the public. The County prohibits roundabouts and circular intersections.
- J. For any subdivision for which the City is the platting authority as set forth herein, if any proposed new roads for the proposed subdivision connect to a County Road, the City will require the Developer to first obtain a Driveway Permit from the County prior to final plat approval. Lots approved by the City in the ETJ shall have a minimum road frontage of 200 feet on existing County roads and a minimum road frontage of 50 feet on new roads constructed internally within the subdivision. All lots shall be subject to the driveway standards of the County. Any Driveway Permit issued by the County will be in accordance with County driveway construction requirements and in conformity with current and future drainage infrastructure and traffic safety considerations.
- K. The Applicant/owner/developer shall execute a two-year maintenance bond(s) 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. In those circumstances wherein the County has agreed to accept roads for maintenance, said acceptance is conditioned upon and the County will not begin maintenance of the roads until such bonds or Irrevocable Letter of Credit are furnished and approved by the Guadalupe County Commissioners' Court. After a 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 bonds or Irrevocable Letter of Credit. On the expiration of the two-year warranty period with no outstanding warranty claims, any Bond or Irrevocable Letter of Credit posted by Applicant/owner/developer will be released.
- L. The County will have the right and obligation to inspect for compliance with applicable road construction standards in accordance with the County's construction standards. The County reserves the right to refuse acceptance of roads for maintenance if applicable County standards have not been met and subject to the reservations set forth in Article II above.
- 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. The County will not accept streetlights for maintenance.
- N. Except as specifically authorized in this Agreement, the City shall not enforce its subdivision regulations within the ETJ of the City.

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, 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 Seguin, 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
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:
City of Seguin
205 N. River St.
Seguin, Texas 78155
 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 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.
- H. **Terms used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement," "Interlocal Agreement," "Agreement," and "Contract" are synonymous.
- I. **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.
- J. Both the County and the 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 the right to waive any applicable subdivision, septic or floodplain rules.

GUADALUPE COUNTY, TEXAS

BY: _____

PRINTED NAME: _____

GUADALUPE COUNTY JUDGE

SIGNED THIS ____ DAY OF _____, 20__.

ATTEST: _____ DATE: _____

GUADALUPE COUNTY CLERK

CITY OF SEGUIN, TEXAS

BY: _____

PRINTED NAME: _____

CITY OF SEGUIN MAYOR

SIGNED THIS _____ DAY OF _____, 20____.

ATTEST: _____ DATE: _____

CITY OF SEGUIN SECRETARY

DRAFT