

**INTERLOCAL COOPERATION AGREEMENT BETWEEN GUADALUPE COUNTY,
TEXAS AND THE CITY OF SEGUIN, TEXAS RELATIVE TO SUBDIVISION
REGULATIONS IN GUADALUPE COUNTY, TEXAS AND ALSO 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

- 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City and the County, and it shall automatically renew for successive three-year terms until amended by the parties or superseded by a new interlocal agreement between the parties.

II. COUNTY RESPONSIBILITIES

- The County, within the ETJ, shall continue to administer and enforce Guadalupe County On-Site Sewage Order and Flood Damage Prevention Regulations. The County shall also 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. 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.
- 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 of the City.
- B. The City shall incorporate into its subdivision rules applicable to its ETJ compliance with 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 (TCEQ) as well as any future amendments thereto. 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 TCEQ approved public water supply and where said lots are located within the ETJ of the City in a proposed subdivision with more than four buildable lots, a

minimum of one (1) acre per lot will be required and the parties hereto agree that Title 30, Texas Administrative Code, Chapter 285.4(a)(1)(A) shall be applicable. In residential subdivisions with four (4) or fewer buildable lots, a minimum of one-half (0.5) acre per lot will be allowed. The term 'buildable lot' as used in this agreement shall mean a lot in which a building is allowed to be constructed. Lots created solely for private streets or drainage facilities in which building construction is restricted shall be identified on the plat as non-buildable lots.

- 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 Facility permitting requirements will be decided by the County consistent with TCEQ's guidelines for same, generally accepted engineering standards and any additional applicable On-Site Sewage Facility guidelines adopted by the County in the future.
- E. 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 if any of the buildable lots in the proposed subdivision are less than three acres in size. Any subdivision plat that divides the property into tracts three acres and greater in size 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.
- F. The City shall deliver one digital copy of all application packets 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. 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/floodplain or drainage study required by the City as part of their approval process for a plat.
- G. The County shall provide written comments if necessary regarding the proposed plat within 10 days of receipt of an application for subdivision.
- H. 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 requirement of 60' of dedicated right-of-way. The standard details for streets, with the exception of the right-of-way width, shall meet the City of Seguin's requirements.
- I. 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 an existing County Road, the City will require the Developer to first obtain a Driveway Permit from the County prior to final plat approval. Lots in the ETJ shall have a minimum road frontage of 100' and are

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. The Applicant/owner/developer shall execute a one year maintenance bond or bonds or Irrevocable Letter of Credit, payable to or for the benefit of Guadalupe County, Texas in a sum determined by the Guadalupe County Road & Bridge Administrator in accord with the Guadalupe County Subdivision Regulations to guaranty the work and any applicable warranties. The County will not accept the roads for maintenance until such bonds or Irrevocable Letter of Credit are furnished and approved by the Guadalupe County Commissioners' Court. After the Final Acceptance of any roads or other infrastructure to be ultimately maintained by the County is approved by the Commissioner's Court, 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 bond, bonds or Irrevocable Letter of Credit. Upon the expiration of the one-year warranty period with no outstanding warranty claims, any Bond or Irrevocable Letter of Credit posted by Applicant/owner/developer will be released.

- J. To the extent the City is the exclusive platting authority for a subdivision, the City will have the right and obligation to inspect for compliance with applicable road construction standards in accordance with the City's construction standards, which are more stringent than the County's construction standards. Noting herein shall be construed as to prevent the County from also conducting inspections to insure compliance with any applicable County Road/Infrastructure construction standards. The County reserves the right to refuse acceptance of roads for maintenance if applicable County standards have not been met.
- K. 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.

IV. GENERAL PROVISIONS

- **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).
- **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.

- **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.
 - Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:
 Guadalupe County Judge's Office
 101 E. Court Street
 Seguin, Texas 78155
 - Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:
 City of Seguin
 City Secretary's Office
 205 N. River St.
 Seguin, Texas 78155
 - 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
 - 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 _____, 2018.

ATTEST: _____ DATE: _____

GUADALUPE COUNTY CLERK

CITY OF SEGUIN, TEXAS

BY: _____

PRINTED NAME: _____

CITY OF SEGUIN CITY MANAGER

SIGNED THIS ____ DAY OF _____, 2018

ATTEST: _____ DATE: _____

CITY OF SEGUIN CITY SECRETARY