

Interlocal Cooperation Agreement Setting Boundary and Extraterritorial Jurisdiction

This Interlocal Cooperation Agreement Setting Boundary and Extraterritorial Jurisdiction with Exhibits A and B attached hereto (hereinafter "Agreement") is entered into by and between the City of New Braunfels Texas, a home rule municipality located in Comal, and Guadalupe Counties, Texas ("New Braunfels") and the City of Seguin, a home rule municipality located in Guadalupe County, Texas, ("Seguin") (collectively the "Cities") each acting through their duly authorized representatives.

WHEREAS, New Braunfels and Seguin recognize that both the public interest and good government are best served by long-term, mutual cooperative relationships between neighboring cities; and

WHEREAS, New Braunfels and Seguin are adjacent municipalities that share common boundaries, some of which split property under common ownership, and that are empowered by state law and the Constitution to establish their respective corporate boundaries; and

WHEREAS, agreements that establish boundaries within which specific duties are performed and standards applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interest of all citizens; and

WHEREAS, an agreement regarding areas adjacent to the cities' respective extra-territorial jurisdiction, and potentially future corporate limits, will assist in the planning and development of those areas; and

WHEREAS, this Agreement will accomplish legitimate public purpose of both cities and will promote dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future citizens; and

WHEREAS, New Braunfels, through approval by its City Council's action on November 26, 2018, has agreed to release approximately 1,317.89 acres identified in Exhibit "A" from the extraterritorial jurisdiction ("ETJ") of New Braunfels into the ETJ of Seguin ("New Braunfels Release Area") and

WHEREAS, Seguin, through approval by its City Council's action on December 4, 2018, has agreed to release approximately 1,088.77 acres identified in Exhibit "A" from the ETJ of Seguin into the ETJ of New Braunfels ("Seguin Main Release Area") with an additional area comprising 745.38 acres (Seguin Secondary Release Area) to be held in trust and released to New Braunfels as New Braunfels increases its corporate limits such that their 3.5 mile ETJ encompasses the Secondary Release Area, or alternatively released when New Braunfels increases to 100,000 in population inside its city limits which

automatically increases its extraterritorial jurisdiction to 5 miles encompassing the Secondary Release Area or as otherwise authorized by state law

NOW THEREFORE, pursuant to Chapter 791 of the Texas Government Code and Chapter 42 of the Texas Local Government Code, as otherwise authorized and permitted by the City Charter of New Braunfels, the City Charter of Seguin and the laws of the State of Texas, for and in consideration of the covenants and conditions hereinafter described, and to the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement the parties contract, covenant and agree as follows:

SECTION 1 INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 TERM AND NATURE OF AGREEMENT

2.1. Effective Date.. The effective date of this Agreement is the date when the fully executed Agreement is filed in the Official Records of Guadalupe County, Texas.

2.2 Intent and Purpose. The intent and purpose of this Agreement is to provide for effective and efficient urban planning and the exchange of ETJ as set out in this Agreement. The Cities further agree that this Agreement is not severable once the initial ETJ exchange is effective.

2.3 Map. References in this Agreement to any geographic areas refer to areas named and shown on the Map attached hereto as Exhibit "A" incorporated herein for all purposes.

SECTION 3 Release of ETJ

3.1. ETJ Exchange. New Braunfels and Seguin agree to mutually release portions of their ETJ as identified on the attached Exhibit "A," with New Braunfels releasing the New Braunfels Release Area and Seguin releasing the Seguin Main Release area. The line set out in Exhibit "A" shall be the boundary between the New Braunfels and Seguin ETJ from and after adoption.

3.2 Secondary Exchange. The area denoted on Exhibit "A" designated as the Seguin Secondary Release Area shall remain in the Seguin ETJ

until such time that the New Braunfels ETJ reaches the Secondary Release Area. The Secondary Release Area shall be automatically released to New Braunfels as each property therein fall within the 3.5 mile New Braunfels ETJ, or alternatively automatically released when New Braunfels increases to 100,000 in population inside its city limits which increases its extraterritorial jurisdiction to 5 miles encompassing the Secondary Release Area pursuant to Chapter 42 of the Texas Local Government Code or as otherwise authorized by state law.

3.3 Existing Development Agreement. Exhibit B to this Agreement is a Development Agreement that Seguin entered into with Mark and Beverly Carter. This property is located within the Secondary Release Area. The City of Seguin will maintain the validity of the Agreement until said area becomes encompassed into the New Braunfels ETJ at which time Seguin shall assign the Agreement to New Braunfels.

SECTION 4 GENERAL PROVISIONS

4.1 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither New Braunfels or Seguin waives, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

4.2. Third Party Beneficiaries. Nothing in this Boundary Contract shall be construed to create any right in any third party not a signatory to this Boundary Contract and the parties do not intend to create any third party beneficiaries by entering into this Boundary Contract.

4.3 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise. The heading and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

4.4 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed with all the parties have executed an identical counterpart.

4.5 Recordation. After execution this Agreement shall be filed of record in the Official Records of Guadalupe County and Comal County, Texas

IN WITNESS WHEREOF, the authorized representative of New Braunfels and Seguin have executed this Agreement.

City of New Braunfels

Robert Camareno, City Manager

STATE OF TEXAS §
 §
COUNTY OF COMAL §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2018, by Robert Camareno, City Manager of the City of New Braunfels, Texas on behalf of said city.

Notary Public for and in the State of Texas

City of Seguin

Douglas G. Faseler, City Manager

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

THIS INSTRUMENT was acknowledged before me on this 4th day of December, 2018, by Douglas G. Faseler, City Manager of the City of Seguin, Texas on behalf of said city.

Notary Public for and in the State of Texas