

STATE OF TEXAS §
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COUNTY OF MEDINA §

**SECOND AMENDED AND RESTATED
CITY-COUNTY INTERLOCAL
AGREEMENT FOR PLATTING IN ETJ
OF SAN ANTONIO**

This Second Amendment to the **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, hereinafter referred to as "**CITY**" and the **COUNTY of MEDINA**, 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, and under the terms of the original **Agreement** approved by Ordinance number 2011-09 -01-0713, as amended by Ordinance number 2015-01-15-0021.

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** entered into a City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved September 1, 2011 by Ordinance number 2011-09-01-0713; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** subsequently amended and restated that City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved January 27th, 2015 by Ordinance number 2015-01-15-0021; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now amend that amended and restated agreement;

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, 2015. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2015. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless terminated. Either of the Parties may terminate the **Agreement** upon giving the other Party at least sixty (60) days notice of termination. **CITY** agrees to give the **COUNTY** notice at least ninety (90) days before each expansion of its extraterritorial jurisdiction within the **COUNTY** so that it may exercise its termination rights if it desires.

ARTICLE III

APPLICABLE PROCEDURES

3.01 **CITY** and **COUNTY** agree that subdivision platting within the Medina County portion of 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 review and approval for subdivisions containing residential tracts of between 5,999 square feet and 0.4 acre, as well as parcels in the Texas Research Park, and at the request of the **COUNTY**, will be 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. With respect to parcels in the Texas Research Park, **COUNTY** shall be a certifying agency for purposes of **CITY** plat review and approval, and **COUNTY** shall comply with all **CITY** review timelines as stated in the **CITY's** Unified Development Code.

3.03 For those plats stipulated in Paragraph 3.02 of this **Agreement**, the **CITY** shall require the owner to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Trust Agreement, in an amount approved 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 in order to release for recordation prior to construction, approval and acceptance. The template and requirements for a surety shall be the same as in the Unified Development Code and shall be made payable to the City of San Antonio. A condition of the bond, letter of credit or trust 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 years of plat approval or any approved time extension as provided in the Unified Development Code. The bond or letter of credit shall not be reduced or released until proper approval for the reduction has been obtained per the Unified Development Code, or the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the **CITY** and **COUNTY**.

3.04 For those plats stipulated in Paragraph 3.02 this **Agreement**, the **CITY** shall allow **COUNTY** inspectors access to road construction sites of subdivisions within the **ETJ**. **CITY** inspectors shall have control and approval authority of the road construction within the right -of-way. Upon notice from the **COUNTY**, the **CITY** shall 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. The **COUNTY** will reimburse the **CITY** on the last day of each month for the **CITY** platting fees collected.

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 parameter 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 with the **ETJ** of the **CITY**.

3.08 Upon completion of all formal approvals, **COUNTY** shall be responsible for recording plats or causing plats to be recorded and 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 formal approvals, **CITY** shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

3.09 Nothing in this **Agreement** shall be construed to effect the authority of the **CITY** and its agency, the San Antonio Water System to enforce the **CITY'S** Water Quality Control and Pollution Prevention Ordinance to the extent currently provided in the City Code, Chapter 34, Article VI, of the City Code, within the **ETJ** of **CITY** and located in **COUNTY**. The **CITY** and the San Antonio Water System shall retain exclusive jurisdiction to enforce Chapter 34, Article VI, of the City Code within the **ETJ** of **CITY** and located in **COUNTY**.

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 Medina County, Texas and all obligations of the **CITY** herein are performable in Medina County and Bexar 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

7.01 This document embodies the entire agreement of the parties respecting the previous agreement, and restates it in its entirety so that the parties need not refer to anything other than this instrument to ascertain their rights and obligations as of the date of this instrument. No other amendment, modification or alteration of the terms shall be binding unless in writing, dated subsequent to the date of the **Agreement** and duly authorized by the governing bodies of the **CITY** and the **COUNTY**.

ARTICLE VIII
LIAISONS AND NOTICES

8.01 Unless written notification by the **COUNTY** to the contrary is received by **CITY**, the County Judge shall be the designated representative of the **COUNTY** responsible for the management of this **Agreement**.

8.02 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**.

8.03 Communications between **CITY** and **COUNTY** shall be directed to the designated representatives of each as set forth above.

8.04 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, emailed (with a hard copy to follow), 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: Roderick J. Sanchez,
Director Development Services Department
land.development@sanantonio.gov

COUNTY

Medina County
1100 16th Street
Hondo, TX 78861 Attn:
County Judge
countyjudge@medinacountytexas.org

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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 _____ DAY OF _____ 2015.

CITY of SAN ANTONIO, TEXAS

COUNTY of MEDINA, TEXAS

By: _____

Sheryl Sculley
City Manager

By: _____

Chris Schuchart
County Judge

ATTEST:

Leticia Vacek
City Clerk

Lisa J. Wernette
County Clerk

APPROVED:

Martha G. Sepeda,
Acting City Attorney

