

ATTACHMENT I

CITY OF SAN ANTONIO AND CITY OF CONVERSE

INTERLOCAL AGREEMENT

This Interlocal Agreement (“*Agreement*”) is made and entered into on this 9th day of March 2017 between the City of San Antonio (“*COSA*”), a Texas municipal corporation acting through its City Manager and the City of Converse (“*Converse*”) a Texas municipal corporation acting through its City Manager (sometimes herein referred to as a “*Party*” individually or as “*Parties*” collectively) in accordance with the Texas Interlocal Cooperation Act.

WHEREAS, to further the respective desire of each city to work together to enhance growth in the area and to ensure that such growth optimizes the health, safety and welfare of its inhabitants; and

WHEREAS, Converse has requested that the COSA release approximately 12 square miles of land from its extraterritorial jurisdiction (“*ETJ*”) so that the land may be annexed by Converse; and

WHEREAS, COSA will release property within its ETJ to Converse as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 42.022; and

WHEREAS, Converse will annex the area within the released ETJ in accordance with the appropriate provisions of the TEXAS LOCAL GOVERNMENT CODE, Chapter 43; and

WHEREAS, upon the completion of annexation, COSA and Converse will adjust their respective municipal boundaries as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 43.031 with COSA releasing approximately 3.6 square miles to the City of Converse and

WHEREAS, the COSA and Converse find that a Mutual Aid Agreement for basic fire services is beneficial to the prompt provision of such services nearby and within the area; and

WHEREAS, both municipalities are desirous of entering into an agreement to attain their mutually respective goals;

The Parties mutually agree as follows:

Section 1. COSA ETJ Releases.

A. On March 9, 2017, COSA by approval of this Interlocal Agreement the Phase 1 area containing approximately 600 acres (0.94 square miles) of its ETJ in the Northeast Loop 1604 area generally located west of NE Loop 1604, south of the city limits of Converse and north of IH-10 East is released to Converse. The Phase 1 area is more particularly described in Exhibit “A”.

B. By November 30, 2017, COSA will release the Phase 2 area containing approximately 1225.2 acres (1.91 square miles) of its ETJ in an area generally bounded on the north by

Crestway Road, on the east by the city limit line of Converse and on the south by Gibbs Sprawl Road; an area along FM 78 bounded on the east by the city limit line of Converse and on the west by Walzem Road and an area extending north and south of Weichold Road to the north, bounded on the east by NE Loop 1604, bounded on the south by the San Antonio city limit line near IH 10 East and bounded on the west by FM 1516 is released to Converse. The Phase 2 area is more particularly described in Exhibit "A".

C. By November 30, 2020, provided that Converse has annexed or approved for annexation, i.e., approved by the Converse City Council in November but effective prior to December 31, 2020, the property described above as Phase 1 (595.3 acres) and Phase 2 (1225.2 acres), COSA will release the Phase 3 area containing approximately 925.26 acres (1.45 square miles) of its ETJ in an area generally bounded on the north by Crestway Road, on the east by the city limit line of Converse, on the south by Gibbs Sprawl Road and on the southwest and west by Eisenhower Road and Eagle Crest Boulevard along the City limit line of Windcrest. The Phase 3 area is more particularly described in Exhibit "A".

D. By November 30, 2023, San Antonio to release Phase 4 Area containing approximately 1105.53 acres (1.73 square miles) of its ETJ in area generally bounded on the north by Gibbs Sprawl Road, on the east by the city limit line of Converse on the south by FM 1518, and on the west by Walzem Road, if Phase 3 Area has been annexed or approved for annexation (approved by the Converse City Council but effective prior to December 31, 2023).

E. By November 30, 2026, San Antonio to release Phase 5 Area containing 2044.49 acres (3.19 square miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio south of Gibbs Sprawl Road, on the east by Walzem Road, on the south by the city limits line of San Antonio near IH 10 East, and on the west by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, if Phase 4 Area has been annexed or approved for annexation (approved for annexation by the Converse City Council in November but effective prior to December 31, 2026).

F. By November 30, 2029, San Antonio to release Phase 6 Area containing 1774.3 acres (2.77 sq. miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio along Seguin Road (FM 78), on the east by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, on the south by the city limits line of San Antonio near IH 10 East, and on the west by North Foster Road, if Phase 5 Area has been annexed or approved for annexation (approved by the City of Converse City Council in November but effective prior to December 31, 2029).

Section 2. Converse Annexations.

A. By June 30, 2017 Converse shall complete the annexation the Phase 1 Area of ETJ as authorized the TEXAS LOCAL GOVERNMENT CODE, Section 43.052(h)(1) for exempt properties and Section 43.052(h)(2) for voluntary annexations. See Exhibit "A".

B. By November 30, 2017, Converse shall initiate annexation proceedings for the Phase 2 Area by placing the area within its Municipal Annexation Plan. See Exhibit "A".

C. By December 31, 2020, Converse shall complete the annexation of the Phase 2 Area (approved by the Converse City Council in November but effective prior to December 31, 2020). See Exhibit "A".

D. By November 30, 2020, Converse shall initiate annexation proceedings for the Phase 3 Area by placing the area within its Municipal Annexation Plan. See Exhibit "A".

E. By December 31, 2023, Converse shall complete its annexation of the Phase 3 area. See Exhibit "A".

F. By November 30, 2023, Converse shall initiate annexation proceedings for the Phase 4 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

G. By December 31, 2026, Converse shall complete the annexation of the Phase 4 Area.

H. By November 30, 2026, Converse shall initiate annexation proceedings of the Phase 5 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

I. By December 31, 2029, Converse shall complete the annexation of the Phase 5 Area.

J. By November 30, 2029, Converse shall initiate annexation proceedings for the Phase 6 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

K. By December 31, 2032, Converse shall complete the annexation of the Phase 6 Area.

Section 3. Municipal Boundary Adjustment Schedule.

A. Year 1- By December 31, 2017, upon completion of Converse's annexation of the Phase 1 area and the inclusion of the Phase 2 area in the Converse Annexation Plan the Parties agree to make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See Exhibit "A".

B. Year 2- By December 31, 2018, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See Exhibit "A".

C. Year 3- By December 31, 2019, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See Exhibit "A".

D. Year 4- By December 31, 2020, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See Exhibit "A".

E. Year 5- By December 31, 2021, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See Exhibit "A".

F. Year 6- By December 31, 2022, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the

Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See Exhibit "A".

G. Year 7- By December 31, 2023, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area. See Exhibit "A".

H. Year 14- By December 31, 2030, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

I. Year 15- By December 2031, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area.

J. Year 16- By December 31, 2033, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East Area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

Section 4. Termination.

A. Upon initiation of annexation proceedings by Converse said proceedings will be diligently completed. In the event the Converse annexation schedule is not timely completed, this Agreement is subject to termination by either party.

B. In the event of a termination, the Parties agree that any and all previously released COSA ETJ area shall automatically revert back into the COSA ETJ.

C. If not completed on schedule, COSA may re-claim the previously transferred ETJ property upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas.

D. Further, if a Court rules that, for any reason, Converse cannot annex the land described in the annexation schedule describe above, the transferred ETJ shall automatically revert to COSA.

E. In the event of a termination, the Parties agree that any and all property previously within the COSA city limits released by boundary adjustment shall automatically revert back into the COSA city limits.

F. If not completed on schedule, COSA may re-claim the previously transferred property within the city limits upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas.

Section 5. Obligations of Converse. Upon the transfer of COSA ETJ into the ETJ of Converse for the purpose of annexation by Converse, Converse agrees that it shall:

A. Extend Converse's subdivision regulation to the newly acquired ETJ in accordance with its City Code of Ordinances.

B. Adopt COSA's right of way requirements within the jurisdiction of Converse for all of the arterial roadways designated in COSA's Major Thoroughfare Plan and the San Antonio Unified Development Code Section 35- 506.

C. Prohibit new billboards in the newly acquired ETJ except in accordance with Converse's City Code of Ordinances.

D. Apply land use and zoning requirements contained in the JBSA-Randolph Joint Land Use Study (July 2015) to the newly acquired ETJ.

E. Pay for 50% of the cost for all engineering work related to producing a boundary description (metes and bounds) of the territory to be released within 30 days of receipt of the invoice.

Section 6. Solid Waste Collection. COSA shall continue under a separate agreement with Bexar County to provide solid waste collection to the Camelot II neighborhood, and in good faith will pursue expanding to program to the Glen neighborhood, until the Camelot II and Glen neighborhoods are annexed by Converse.

Section 7. Park. COSA and Converse shall negotiate the disposition of the COSA-owned Northampton Park, more particularly described in Exhibit "B", and its improvements.

Section 8. Severability. If for any reason, one or more paragraph of this Agreement is held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of the Agreement but shall be confined in its operation to the specific sections, clauses or parts that are held to be invalid and invalidity of any section, sentence, clause or parts shall not affect, impair or prejudice in any way, otherwise validity of this Agreement of any section, sentence, clause or parts shall not affect, impair or prejudice in any way the validity of this agreement in any instances. Should state annexation law change, both parties shall agree to amend this agreement to fulfill the goals and intent of said agreement.

Section 9. Notice. Any notice, request, demands, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

IF TO THE CITY OF SAN ANTONIO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78238-3966
Attn: _____

City Clerk

IF TO THE CITY OF CONVERSE

City of Converse
403 S. Seguin
Converse, Texas 78109
Attn: _____

City Secretary

Section 10. Applicable Law. This agreement shall be construed under and in accordance with laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas. Venue and jurisdiction for any legal action or proceeding brought or maintained directly or indirectly, under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

ACKNOWLEDGEMENTS

In witness of which this agreement has been executed in duplicate

CITY OF CONVERSE

By: _____

Title: City Manager

Date: _____

Attest: _____

Title: _____

STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on _____ by _____, City Manager of the City of Converse, a Texas Municipal Corporation, on behalf of said corporation,

Notary Public, State of Texas

My Commission expires: _____

CITY OF SAN ANTONIO

By: _____

Title: City Manager

Date: _____

Attest: _____

Title: _____

STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on _____ by _____, City Manager of the City of San Antonio, a Texas Municipal Corporation, on behalf of said corporation,

Notary Public, State of Texas

My Commission expires: _____

Exhibit “A”

DRAFT

Exhibit “B”

DRAFT