

ATTACHMENT 1

**FIRST AMENDED
CITY OF SAN ANTONIO
AND
CITY OF CONVERSE
INTERLOCAL AGREEMENT**

STATE OF TEXAS §

COUNTY OF BEXAR §

This First Amended Interlocal Agreement ("*ILA*") is made and entered into 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, Converse requested that CoSA release approximately 12 square miles of land from its extraterritorial jurisdiction (ETJ) so that the land may be annexed by Converse; and

WHEREAS, both cities were interested in providing urban level services to high population areas; and

WHEREAS, the Parties entered into an agreement entitled "City of San Antonio and City of Converse Interlocal Agreement" ("Original Agreement") pursuant to Ordinance No. 2017-03-09-0146, under which the Parties set forth their agreement regarding phased municipal boundary adjustments (MBA) and phased Extraterritorial Jurisdiction (ETJ) releases; and

WHEREAS, pursuant to Ordinance No. 2017-03-09-0147 CoSA agreed to release the Phase 1 Area of ETJ consisting of 600 acres, and on June 20, 2017 Converse completed the annexation of the Phase 1 Area described in **Exhibit "A"**; and

WHEREAS, pursuant to Ordinance No. 2017-12-14-1020 the Parties mutually agreed to two municipal boundary adjustments (MBAs) in the Northampton Neighborhood near Gibbs Sprawl Road; MBA 1 consisting of 236 acres, completed by December 31, 2017 and MBA 2 consisting of 57 acres completed by January 30, 2018, MBA 1 and MBA 2 are more specifically described in **Exhibit "B"**; and

WHEREAS, the Texas Legislature subsequently enacted laws that affected annexation, extraterritorial jurisdiction, municipal boundary adjustments and other land controls and the new laws have an adverse effect on the Parties' ability to perform their respective actions in the Agreement, the Parties are desirous of entering into this first amendment to the Original Agreement to continue their mutually respective goals to enhance growth in the area and to ensure that such growth optimizes the health, safety and welfare of its inhabitants; and

ATTACHMENT 1

WHEREAS, in light of the changes to state law, the Parties mutually agreed to pause all actions related to the Original Agreement including MBAs and ETJ releases, to amend the Original Agreement, reconfigure the schedule and redraw the boundaries of the geographical areas; and

WHEREAS, CoSA agrees to release approximately 11.1 square miles of property within its ETJ to Converse as permitted by the Texas Local Government Code, Section 42.022; and

WHEREAS, Converse agrees to 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, the Parties agree to adjust their respective municipal boundaries as permitted by the Texas Local Government Code, Section 43.015 with COSA releasing approximately 3.1 square miles to the City of Converse; and

WHEREAS, the Parties have now agreed to amend the Original Agreement as described in the schedule attached as **Exhibit “C”** and the ILA map attached as **Exhibit “D”** both attached and incorporated herein for all purposes.

Section 1. COSA ETJ Releases

- A. By January 30, 2020, CoSA will release the Phase 2 Area containing approximately 882.68 acres (1.38 square miles) of its ETJ area consisting of three tracts of land: Tract 1 is generally bounded on the north by FM 78 and the city limit line of Converse, on the east and south by FM 1516 and on the south and west by Walzem Road; Tract 2 is generally bounded on the north by Weichold Road, bounded on the east and south by the San Antonio city limit line near IH 10 East and bounded on the west by FM 1516; and Tract 3 is generally bounded on the north by the city limit line of Converse near Weichold Road and on the east by the San Antonio city limit line near Loop 1604 East and south by the San Antonio city limit line near IH 10 East to Converse. The Phase 2 area is more particularly described in **Exhibit “C” and Exhibit “D”**.
- B. By January 31, 2023, CoSA will release the Phase 3 Area containing approximately 1,607.95 acres (2.51 square miles) of its ETJ area consisting of two tracts: Tract 1 is generally bounded on the north by Crestway Road, Kitty Hawk Road, on the east by the city limit line of Converse, on the south by Gibbs-Sprawl Road and Walzem Road and on the west by the drainage easement to west of Glen Bluff, Glen Shadow Drive, Glen Mont Drive, Tarrasa, and Lago Frio; and Tract 2 is generally bounded on the north by Gibbs-Sprawl Road, on the east by the city limit line of Converse, on the south by FM 78 and on the west by Walzem Road to Converse. The Phase 3 area is more particularly described in **Exhibit “C” and Exhibit “D”**.
- C. By January 31, 2026, CoSA will release the Phase 4 Area containing approximately 1,732.98 acres (2.71 square miles) of its ETJ area generally bounded on the north and east by Walzem Road, on the south by Binz-Engleman Road, and on the west by Woodlake Parkway to Converse. The Phase 4 area is more particularly described in **Exhibit “C” and Exhibit “D”**.

ATTACHMENT 1

- D. By January 31, 2029, CoSA will release the Phase 5 Area containing approximately 777.77 acres (1.22 square miles) of its ETJ area generally bounded on the north by Crestway Road, on the east by the drainage easement to the east of Lago Frio, Tarrasa, Glen Mont Drive, Shadow Drive, and Glen Bluff, on the south by Walzem Road and on the west by the San Antonio city limit line near Walzem Road and the city limit line of Windcrest to Converse. The Phase 5 area is more particularly described in **Exhibit “C” and Exhibit “D”**.
- E. By January 31, 2032, CoSA will release the Phase 6 Area containing approximately 2,068.03 acres (3.23 square miles) of its ETJ area generally bounded on the north by FM 78, on the east by Woodlake Parkway and FM 1516, on the south by the San Antonio city limit line near IH 10 East and on the west by North Foster Road to Converse. The Phase 6 area is more particularly described in **Exhibit “C” and Exhibit “D”**.

Section 2. Converse Annexations.

- A. By February 2020, Converse shall call an annexation election for the Phase 2 Area.
- B. By May 2020, Converse shall hold an annexation election for the Phase 2 Area.
- C. By December 31, 2020, if the annexation election passes and is confirmed, Converse shall complete the annexation of the Phase 2 Area and ILA actions including Municipal Boundary Adjustments (MBAs) will continue. More particularly described in **Exhibit “C” and Exhibit “D”**.
 - 1. If the Annexation Election fails, Converse will have two additional attempts (for a total of three attempts) to hold an Annexation Election in accordance with State Law. All ILA actions including MBAs will pause during these three attempts.
 - 2. If all three annexation attempts fail, then all ILA actions will cease.
- D. By February 2023, Converse shall call an annexation election for the Phase 3 Area. More particularly described in **Exhibit “C” and Exhibit “D”**.
- E. By May 2023, Converse shall hold an annexation election for the Phase 3 Area.
- F. By December 31, 2023, if the annexation election passes and is confirmed, Converse shall complete its annexation of the Phase 3 area.
 - 1. If the Annexation Election fails, Converse will have two additional attempts (for a total of three attempts) to hold an Annexation Election in accordance with State Law. ILA actions including MBAs will pause during these three attempts.
 - 2. If all three annexation attempts fail, then all ILA actions will cease.
- G. By February 2026, Converse shall call an annexation election for the Phase 4 Area. More particularly described in **Exhibit “C” and Exhibit “D”**.

ATTACHMENT 1

- H. By May 2026, Converse shall hold an annexation election for the Phase 4 Area.
- I. By December 31, 2026, if the annexation election passes and is confirmed, Converse shall complete the annexation of the Phase 4 Area.
 - 1. If the Annexation Election fails, Converse will have two additional attempts (for a total of three attempts) to hold an Annexation Election in accordance with State Law. ILA actions including MBAs will pause during these three attempts.
 - 2. If all three annexation attempts fail, then all ILA actions will cease.
- J. By February 2029, Converse shall call an annexation election of the Phase 5 Area. More particularly described in **Exhibit "C" and Exhibit "D"**.
- K. By May 2029, Converse shall hold an annexation election for the Phase 5 Area.
- L. By December 31, 2029, if the annexation election passes and is confirmed, Converse shall complete the annexation of the Phase 5 Area.
 - 1. If the Annexation Election fails, Converse will have two additional attempts (for a total of three attempts) to hold an Annexation Election in accordance with State Law. ILA actions including MBAs will pause during these three attempts.
 - 2. If all three annexation attempts fail, then all ILA actions will cease.
- M. By February 2032, Converse shall call an annexation election for the Phase 6 Area. More particularly described in **Exhibit "C" and Exhibit "D"**.
- N. By May 2032, Converse shall hold an annexation election for the Phase 6 Area.
- O. By December 31, 2032, if the annexation election passes and is confirmed, Converse shall complete the annexation of the Phase 6 Area.
 - 1. If the Annexation Election fails, Converse will have two additional attempts (for a total of three attempts) to hold an Annexation Election in accordance with State Law. ILA actions including MBAs will pause during these three attempts.
 - 2. If all three annexation attempts fail, then all ILA actions will cease.

Section 3. Municipal Boundary Adjustment (MBA) Schedule.

- A. MBAs 3A, 3B & 3C and MBAs 4A & 4B - By October 31, 2020, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Gibbs Sprawl Road area (MBA 3A); the Graytown Road/Loop 1604 area (MBA 3B) and the Loop 1604 area (MBA 3C), the Graytown Road/Loop 1604 area (MBA 4A); and the North Hampton/Gibbs Sprawl Road area (MBA 4B). More particularly described in **Exhibit "C" and Exhibit "D"**.

ATTACHMENT 1

- B. MBAs 5A & 5B - By December 31, 2021, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Graytown Road/Loop 1604 area (MBA 5A) and the North Hampton/Gibbs Sprawl Road area (MBA 5B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- C. MBAs 6A & 6B - By January 31, 2022, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Graytown Road/Loop 1604 area (MBA 6A) and the Gibbs Sprawl Road area (MBA 6B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- D. MBAs 7A & 7B - By February 28, 2022, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Graytown Road/Loop 1604 area (MBA 7A) and the Gibbs Sprawl Road area (MBA 7B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- E. MBAs 8A & 8B- By December 31, 2023, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Graytown Road/Loop 1604 area (MBA 8A); and the Gibbs Sprawl Road area (MBA 8B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- F. MBAs 9A & 9B - By December 31, 2024, the Parties will make mutually agreeable changes in their boundaries in the following areas: the Graytown Road/Loop 1604 area (MBA 9A); and the Gibbs Sprawl Road area (MBA 9B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- G. MBA 10 - By December 31, 2025, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA 10). More particularly described in **Exhibit "C" and Exhibit "D"**.
- H. MBA 11- By December 31, 2026, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA 11). More particularly described in **Exhibit "C" and Exhibit "D"**.
- I. MBA 12 - By December 31, 2027, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA12). More particularly described in **Exhibit "C" and Exhibit "D"**.
- J. MBA 13 - By December 31, 2028, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA 13). More particularly described in **Exhibit "C" and Exhibit "D"**.
- K. MBA 14 - By December 31, 2029, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA 14). More particularly described in **Exhibit "C" and Exhibit "D"**.

ATTACHMENT 1

- L. MBA 15 - By December 31, 2030, the Parties will make mutually agreeable changes in their boundaries in the Loop 1604/IH 10 East Area (MBA 15). More particularly described in **Exhibit "C" and Exhibit "D"**.
- M. MBA 16 - By December 31, 2031, the Parties will make mutually agreeable changes in their boundaries in the FM 1516/IH 10 East Area (MBA 16). More particularly described in **Exhibit "C" and Exhibit "D"**.
- N. MBA 17 - By December 31, 2032, the Parties will make mutually agreeable changes in their boundaries in the Binz-Engleman Road/IH 10 East Area (MBA 17). More particularly described in **Exhibit "C" and Exhibit "D"**.
- O. MBAs 18A & 18B - By December 31, 2033, the Parties will make mutually agreeable changes in their boundaries in the following areas: the North Foster Road/IH 10 East Area (MBA 18A) and the FM 78 Area (MBA 18B). More particularly described in **Exhibit "C" and Exhibit "D"**.
- P. MBA 19- By December 31, 2034, the Parties will make mutually agreeable changes in their boundaries in the FM 78/North Foster Road Area (MBA 19). More particularly described in **Exhibit "C" and Exhibit "D"**.

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, save and except the ETJ transfer of the Phase I Area.
- B. In the event of a termination, the Parties agree that any and all previously released CoSA ETJ area to Converse shall remain in Converse's ETJ.

Section 5. Obligations of Converse. Upon the transfer of COSA's 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 (JLUS July 2015) to the newly acquired ETJ.

Section 6. Obligations of Converse and CoSA. The costs for Metes and Bounds descriptions for the Phases (ETJ) Release and MBA's will be prorated with 75% paid by Converse and 25% paid by CoSA. Converse shall submit reimbursement to CoSA within 30 days from receipt of invoice from CoSA.

Section 7. Park. Converse shall operate and maintain the Northampton Park and its improvements as a park, more particularly described in **EXHIBIT "E"**, until the bonds related to the park are retired, at which time the City Manager of CoSA is hereby authorized to transfer ownership of the park to Converse.

Section 8. Severability. If for any reason, one or more paragraphs 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 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. Intervening Law. In the event that the Texas Legislature enacts any law that effects annexation, extraterritorial jurisdiction, municipal boundary adjustments or other land controls and the new law bans an adverse effect on the Parties' ability to perform their respective actions in this Agreement, the Parties agree to use best efforts to revise, amend or rewrite the Agreement to accomplish its stated goals.

Section 10. 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: Director of Planning

IF TO THE CITY OF CONVERSE:

City of Converse
403 S. Seguin
Converse, Texas 78109
ATTN: City Secretary

Section 11. Applicable Law. This agreement shall be construed under and in accordance with the 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 be exclusively in Bexar County, Texas.

ATTACHMENT 1

Section 12. Entire Agreement. This Agreement, including its Exhibits, together with its authorizing Ordinance, embodies the final and entire agreement of the parties hereto superseding all oral or written agreements, previous and/or contemporaneous, agreements between the parties and relating to matters in this Agreement. No other agreements, oral or otherwise, regarding the matters of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, executed by the parties hereto, and approved by ordinance passed by the San Antonio City Council.

Section 13. Effective Date. This Agreement is effective upon the later date of approval by the City Council of the City of San Antonio and the City Council of Converse.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate originals, as of the dates indicated below by their respective signatures agree to fulfill the terms and conditions contained herein.

[SIGNATURE PAGE(S) TO FOLLOW]

ATTACHMENT 1

CITY OF CONVERSE

BY: _____

ATTEST: _____

TITLE: City Manager

TITLE: _____

DATE: _____

DATE: _____

CITY OF SAN ANTONIO

BY: _____

ATTEST: _____

TITLE: City Manager

TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

Assistant City Attorney