



Medina County

SUBDIVISION RULES - APPENDIX B

DEVELOPMENT WITHIN THE ETJs OF CASTROVILLE,
DEVINE, LA COSTE, HONDO & SAN ANTONIO



STATE OF TEXAS
COUNTY OF MEDINA

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CITY OF CASTROVILLE

**INTERLOCAL AGREEMENT FOR THE USE OF SUBDIVISION REGULATIONS IN
THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CASTROVILLE**

This Agreement is hereby made and entered into by and between the County of Medina, a political subdivision of the State of Texas (hereinafter referred to as "the County"), acting by and through its duly elected County Judge pursuant to a majority vote of the Commissioner's Court and upon recommendation of the Commissioner of Precinct Number 2, and the City of Castroville, a general law city of the State of Texas (hereinafter referred to as "the City"), acting by and through its duly elected City Mayor pursuant to a majority vote of the Castroville City Council, (collectively referred to hereinafter as "the Parties").

WHEREAS, The City and the County wish to comply with Chapter 242 of the Texas Local Government Code by designating which entity will control subdivision regulation in the extraterritorial jurisdiction of the City; and

WHEREAS, The City and the County are mutually interested in this governmental function and are authorized to enter into this Agreement by Chapter 791 of the Texas Government Code governing interlocal agreements; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.01 This Agreement shall become effective on the 31st day of March, 2002, upon duly authorized execution by both Parties and shall continue in effect until December 31, 2007 if either Party notifies the other Party in writing of their intent to terminate the contract ninety (90) days prior to the termination date. Otherwise, the Agreement shall automatically renew for a five (5) year term with the same renewal provision for any extension thereafter.

1.02 Either Party may terminate this Agreement by providing ninety (90) days written notice (counted from the postmark date) to the other party sent by registered or certified mail with the United States Postal Service to the address provided below.

II. LIAISONS AND NOTICES

2.01 Unless written notification by the County to the contrary is received by the City, the County Judge or his/her designee shall be its designated representative responsible for the management of this Agreement.

2.02 Unless written notification by the City to the contrary is received by the County, the City Manager or his designee shall be the City's designated representative responsible for management of this Agreement.

2.03 Communications between the City and the County shall be directed to the designated representatives of each as set forth above.

2.04 For purposes of this contract, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below or such other address as shall be provided by notice in writing delivered pursuant to the notice provisions herein:

<u>CITY:</u>	City Manager's Office	<u>COUNTY:</u>	County Judge
	City of Castroville		Medina County Courthouse
	1209 Fiorella Street		1100 16 th Street
	Castroville, Texas 78009		Hondo, Texas 78861

III. PURPOSE OF THIS AGREEMENT

3.01 This Agreement is entered into between the Parties for the purpose of giving the City of Castroville exclusive authority to regulate subdivision plats and approve related permits for all properties located within the Extra Territorial Jurisdiction and Extended Extra Territorial Jurisdiction (hereinafter collectively referred to as "the ETJ") of the City of Castroville.

IV. RESPONSIBILITIES OF THE PARTIES

4.01 The County shall not enforce its subdivision regulations or the regulations provided for in Sections 232.001-232.005 of the Texas Local Government Code or any other statutes applicable to counties within the ETJ of the City.

4.02 The City shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ under Chapter 213 of the Texas Local Government Code, the ordinances of the City, and other statutes applicable to municipalities and shall enforce its subdivision regulations within its ETJ. The City shall notify the County of any expansions or reductions of its ETJ within a reasonable time period after any such changes become effective.

V. CHANGES AND AMENDMENTS

5.01 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of both Parties.

5.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

VI. SEVERABILITY OF PROVISIONS.

6.01 If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision

hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

VII. NON-WAIVER OF PERFORMANCE

7.01 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained.

VIII. ENTIRE AGREEMENT

8.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

IX. RELATIONSHIP OF PARTIES

9.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

X. NON-DEFINED TERMS

10.01 If not specifically defined in this Agreement, words and phrases used in this Agreement shall have the meaning assigned to them in applicable provisions of the ordinances of the City, the Texas Local Government Code and the Texas Government Code, in that order. Any terms not defined in the applicable provisions of law shall have their ordinary meaning as defined by common usage.

EXECUTED this the 26 day of March, 2002:

CITY OF CASTROVILLE

By: Robert N. Hancock
Robert N. Hancock, Mayor

ATTEST:

Donna L. Schueling
Donna L. Schueling, City Secretary

EXECUTED this the 25th day of MARCH, 2002.

COUNTY OF MEDINA

By: David F. Montgomery
David F. Montgomery, County Judge

ATTEST:

Elva Miranda
Elva Miranda, County Clerk

**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE MUNICIPALITY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY**

This Agreement is made by and between the City of Devine, A municipality located within Medina County, Texas (hereinafter "the City") and Medina County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by §242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plans to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction:

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

2.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.

2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and

further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.

- 2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by §242.00 (c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and the City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Medina County, Texas on the 15th day of July, 2002.


For the County

AGREED to and ADOPTED by the governing body of the City of Devine on the 16th day of April, 2002.

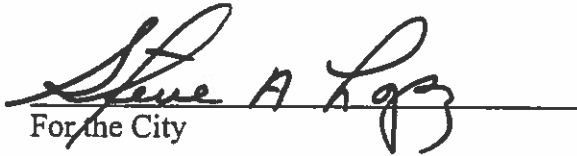
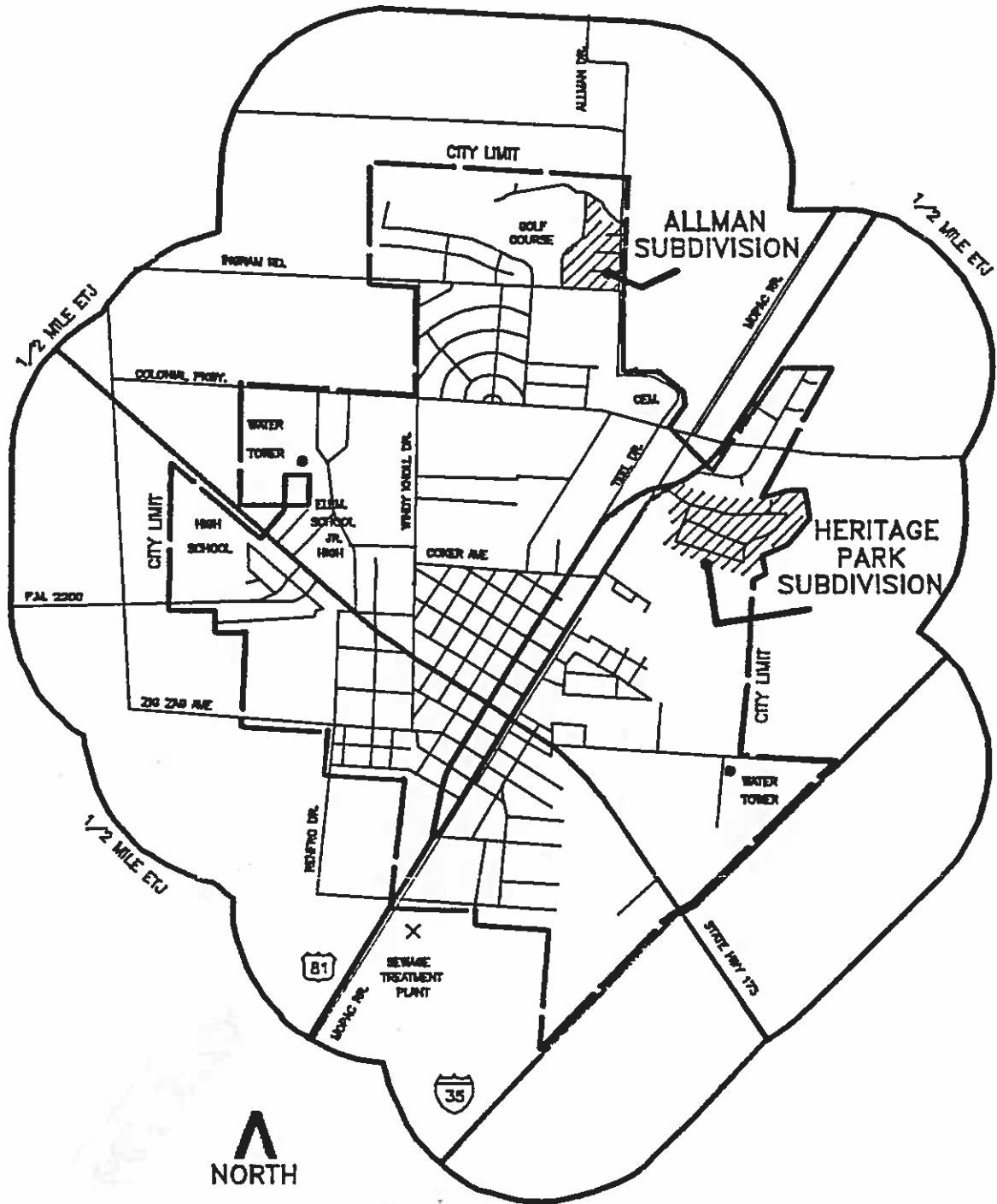

For the City



FIGURE 1

City of Devine, Texas
IMPACT FEE SERVICE AREAS



STATE OF TEXAS
COUNTY OF MEDINA

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CITY OF HONDO

INTERLOCAL AGREEMENT FOR THE USE OF SUBDIVISION REGULATIONS IN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF HONDO

This Agreement is hereby made and entered into by and between the County of Medina, a political subdivision of the State of Texas (hereinafter referred to as “the County”), acting by and through its duly elected County Judge pursuant to a majority vote of the Commissioner’s Court and upon recommendation of the Commissioner of Precinct Number 1, and the City of Hondo, a home rule city of the State of Texas (hereinafter referred to as “the City”), acting by and through its duly elected City Mayor pursuant to a majority vote of the Hondo City Council, (Collectively referred to hereinafter as “the Parties”).

WHEREAS, The City has duly identified its extraterritorial jurisdiction (hereinafter referred to as “ETJ”) within the County; and

WHEREAS, The City has adopted and is currently enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A or Chapter 212 and other statutes applicable to municipalities inside its corporate city limits; and

WHEREAS, The County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code sections 232.001 – 232.005 and other statutes applicable to counties; and

WHEREAS, The City and the County wish to comply with Chapter 242 of the Texas Local Government Code by designating which entity will control subdivision regulation in the extraterritorial jurisdiction of the City; and

WHEREAS, The City and the County are mutually interested in this governmental function and are authorized to enter into this Agreement by Chapter 791 of the Texas Government Code governing Interlocal agreements; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.01 This Agreement shall become effective on the 1st day of December 2017, upon duly authorized execution by both Parties and shall continue in effect until 31st day of December, 2022. Either Party may notify the other Party in writing of their intent to terminate the contract ninety (90) days prior to the termination date at which time it shall terminate. Otherwise, the Agreement shall automatically renew for five (5) year terms with the same renewal provision for any extension thereafter.

1.02 Either Party may terminate this Agreement by providing ninety (90) days written notice (counted from the postmark date) to the other party sent by registered or certified mail with the United States Postal Service to the address provided below.

II. LIAISONS AND NOTICES

2.01 Unless written notification by the County to the contrary is received by the City, the County Judge or his/her designee shall be its designated representative responsible for the management of this Agreement.

2.02 Unless written notification by the City to the contrary is received by the County, the City Manager or his/her designee shall be the City's designated representative responsible for management of this Agreement.

2.03. Communications between the City and the County shall be directed to the designated representatives of each as set forth above.

2.04 For purposes of this contract, all official communications and notices among the Parties, shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below or such other address as shall be provided by notice in writing delivered pursuant to the notice provisions herein:

City: City Manager's Office
City of Hondo
1600 Ave. M
Hondo, Texas 78861

County: County Judge
Medina County
1502 Avenue K
Castroville, Texas 78861

III. PURPOSE OF THIS AGREEMENT

3.01 This Agreement is entered into between the Parties for the purpose of giving the City of Hondo exclusive authority to regulate subdivision plats and approve related permits for all properties located within the Extra Territorial Jurisdiction and Extended Extra Territorial Jurisdiction (hereinafter collectively referred to as "the ETJ") of the City of Hondo. The parties agree that should the ETJ of the City extend to a portion of and not include all of a property that is owned by one owner, the City is granted the authority but is not required to extend to include the entire boundaries of said property and the property shall be considered a part of the City's ETJ for the purposes of this agreement at the City's election.

IV. RESPONSIBILITIES OF THE PARTIES

4.01 The County shall not enforce its subdivision regulations or the regulations provided for in Sections 232.001-232.005 of the Texas Local Government Code or any other statutes applicable to counties within the ETJ of the City or properties as described in paragraph 3.01 above.

4.02 The City shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ under Chapter 212 of the Texas Local Government Code, the ordinances of the City, and other statutes applicable to municipalities and shall enforce its subdivision regulations within its ETJ. The City shall notify the County of any expansions or reductions of its ETJ within a reasonable time period after any such changes become effective.

V. CHANGES AND AMENDMENTS

5.01 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of both Parties. 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.

5.02 It is understood and agreed by the Parties hereto that changes in local, state and federal rules; or changes in regulations or laws applicable hereto may occur during the term of this contract and

that any such changes shall be automatically incorporated into this contract without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

VI. SEVERABILITY OF PROVISIONS

6.01 If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

VII. NON-WAIVER OF PERFORMANCE

7.01 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained.

VIII. ENTIRE AGREEMENT

8.01 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

IX. RELATIONSHIP OF PARTIES

9.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

X. NON-DEFINED TERMS

10.01 If not specifically defined in this Agreement, words and phrases used in this Agreement shall have the meaning assigned to them in applicable provisions of the ordinances of the City, the Texas Local Government Code and the Texas Government Code, in that order. Any terms not defined in the applicable provisions of law shall have their ordinary meaning as defined by common usage.

EXECUTED this the 14th day of November, 2017.

CITY OF HONDO

By: Kim Davis
Kim Davis, City Manager

ATTEST:



Miguel Cantu, City Secretary

EXECUTED this the 14th day of November, 2017.

COUNTY OF MEDINA

By: Chris Schulz
County Judge

ATTEST:

Dina Kempson
County Clerk



**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE CITY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY**

This Agreement is made by and between the City of La Coste, a municipality located within Medina County, Texas (hereinafter "the City") and Medina County, Texas a political subdivision of the State of Texas (hereinafter "the County"), as required by the Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivision of property is a government function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivision of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivision of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction.

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

2.1 The County and the City agree that the City is hereby authorized to exercise jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.


- 2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.
- 2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001 (c) of the Local government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT


The term of this agreement is for ten years from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted the Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Medina County, Texas on the 25th day of August, 2003


For the County
~~David Montgomery~~ JAMES E. BARDEN
County Judge

AGREED to and ADOPTED by governing body of the City of LaCoste on the 20th day of MAY, 2002.


For the City
Andy Keller
Mayor

STATE OF TEXAS §
§
§
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, 2016. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2016. 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 abutting 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 22nd DAY OF October 2015.

CITY of SAN ANTONIO, TEXAS

COUNTY of MEDINA, TEXAS

By: *Sheryl Sculley*
Sheryl Sculley
City Manager

By: *Chris Schuchart*
Chris Schuchart
County Judge

ATTEST:

Leticia Vacek
Leticia Vacek
City Clerk



Lisa J. Wernette
Lisa J. Wernette
County Clerk

APPROVED:

Martha G. Sepeda
ON BEHALF OF
Martha G. Sepeda,
Acting City Attorney

