

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN GUADALUPE COUNTY AND THE CITY OF LULING**  
**FOR SUBDIVISION REGULATION WITHIN THE**  
**EXTRATERRITORIAL JURISDICTION OF THE**  
**CITY OF LULING, TEXAS**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, Donald Schraub, and the City of Luling, a municipal corporation of the State of Texas (hereinafter referred to as "City"), and by and through its Mayor, Mike Hendricks.

**TERM OF AGREEMENT**

- A. The County and the City mutually agree that the term of this Local Cooperation Agreement shall be from the date it is formally and duly executed by both the County and the City and will automatically be renewed for an additional year at the end of each contract year.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect for services already rendered under this Agreement, but not yet paid.

## **II. COUNTY RESPONSIBILITIES**

- C. The County shall not enforce its subdivision regulations within the ETJ of the City of Luling.
- D. The County shall be responsible for the permitting of floodplain development and septic systems within the ETJ of the City of Luling.

## **III. CITY RESPONSIBILITIES**

- E. The City shall enforce its subdivision regulations within the ETJ.
- F. The City shall incorporate the portion of the County subdivision regulations as Attachment "A" into their subdivision regulation ordinance and enforce these regulations within their ETJ in Guadalupe County.
- G. The City shall require the preparation of a subdivision plat for the division of property into 5 acre tracts or less, and in accordance with Ch. 212.004, Texas Local Government Code.
- H. The City shall deliver two copies of all recorded subdivision plats within the City's ETJ to the County within 10 working days of the recording of the subdivision plat.
- I. The City shall require the developer to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Escrow Agreement, in an amount determined by the City's Engineer, or designee, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure. The surety shall be executed by a surety company authorized to do business in the State of Texas and shall be made payable to the County Judge or his successors in office, of Guadalupe County, Texas. The condition of the bond, letter of credit or escrow 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 one year of plat filing. The time period for completion may be extended upon written agreement of the developer and County. The full amount of the bond or letter of credit shall remain in force until the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the County. The City shall deliver said surety to the County within 10 working days of the recording of the subdivision plat.

- J. The City shall allow County inspectors unfettered access to road construction sites of subdivisions within the ETJ and the City shall timely submit copies of all road materials and road construction test results to the County during road construction. City inspectors shall have control of the road construction, stormwater drainage construction, and water distribution facility construction within the right-of-way. The County shall request that the City halt construction if the applicable construction standards are not being met.
- K. Unless otherwise agreed by the city or county, all curbs, sidewalks and green spaces, as platted, will be maintained by the developer or a homeowners association.
- L. Access to existing Guadalupe County maintained roads will be approved by the Guadalupe County road administrator.

#### **IV. GENERAL PROVISIONS**

- 1. **General Administration:** General administration of this Agreement shall be by the contact person and representative for the County, the Guadalupe County Judge, or his/her representative (or successor in office). Administering this Agreement and the contact person and representative for the City is the City Manager of Luling, or

his/her representative.

2. **Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. 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, except in accordance with express authority as may be respectively granted by either the Guadalupe County Commissioners Court or the City Council of the City of Luling, Texas.
3. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by certified mail, postage prepaid, return receipt requested.
  - (a) Notices pursuant to this Agreement shall be sent to the Guadalupe County Judge's Office at the following address:

Guadalupe County Judge's Office  
307 West Court Street  
Seguin, Texas 78155
  - (b) County Judge Donald Schraub (or his successor in office)
  - (c) Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

509 E. Crockett Street  
Luling, Texas 78648
  - (d) Mayor Mike Hendricks (or his successor in office)
  - (e) To be effective, a copy of any notices sent to the County shall be sent to the Guadalupe County District Attorney's Office at the following address:

Honorable W.C. Kirkendall (or his successor in office)

113 S. River Street, Suite 205307  
Seguin, Texas 78155

( When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

4. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
5. **Breach:** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Contract by the other party.
6. **Non-Waiver:** The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
7. **Entire Agreement:** This Interlocal Cooperative Agreement constitutes the entire agreement between Guadalupe County and the City of Luling. No other agreement, statement, or promise relating to the subject matter of this Contract and which is not contained in this Contract or incorporated by reference in this Contract shall be valid or binding.
8. **Terms used in Document:** As used in this document, the terms "Interlocal Cooperative Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

9. **Non-Defined Terms:** If not specifically defined in this Contract, words and phrases used in this Contract shall have their ordinary meaning as defined by common usage.

EXECUTED THIS 10<sup>th</sup> day of August, 2004.

Guadalupe County

By: Donald Schraub

Honorable Donald Schraub  
Guadalupe County Judge

ATTEST:

Teresa Kiel  
Teresa Kiel, Guadalupe County Clerk

Date: 8.10.04

EXECUTED THIS 27<sup>th</sup> day of July, 2004

City of Luling

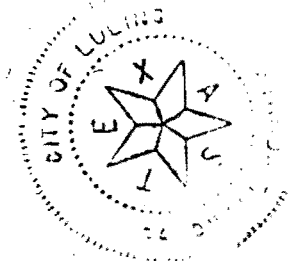
By: Mike Hendricks

Honorable Mike Hendricks  
Mayor of Luling, Texas

ATTEST:

Ruby L. White  
Ruby L. White, TRMC, CMC/MMC  
City Secretary

Date: 7-27-04



## **ATTACHMENT "A"**

### **Additional Requirements within the ETJ of the City of Luling, Texas**

#### **Lot Sizes within the ETJ of the City of Luling, Texas**

Subdivisions requiring platting, where each lot within the proposed subdivision will be served by a Texas Commission on Environmental Quality (TCEQ) approved public water supply and will utilize individual on-site sewage facility methods for sewage disposal, shall provide individual lots having surface areas of at least 0.5 acres.

Subdivisions requiring platting, where each lot within the proposed subdivision will not be served by a TCEQ approved public water supply and will utilize individual on-site sewage facility methods for wastewater treatment, shall provide for individual lots having surface areas of at least 1.0 acres.