

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
DEVELOPMENT SERVICES DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Florencio Peña III, Director, Development Services

**COPIES:** Roderick J. Sanchez, AICP Assistant Development Services Director; Jim Campbell, Director, External Relations Department; File

**SUBJECT:** Inter-local agreement for platting in the Extraterritorial Jurisdiction

**DATE:** May 6, 2004

**SUMMARY AND RECOMMENDATIONS**

This ordinance will authorize the City Manager to enter into six inter-local agreements between the City of San Antonio and Kendall, Comal, Guadalupe, Wilson, Medina and Bandera Counties. These agreements will establish a unified set of platting standards and procedures for the approval of plats in the City of San Antonio's Extraterritorial Jurisdiction (ETJ), which extends into these surrounding counties. Staff recommends approval.

**BACKGROUND INFORMATION**

The 77<sup>th</sup> Texas Legislature approved House Bill 1445 which required Cities and Counties to provide one set of standards and one set of procedures for approving plats in the ETJ's. HB 1445 provides four options for its implementation:

1. County can relinquish platting authority to the City;
2. The City can relinquish platting authority to the County;
3. The ETJ can be divided into two portions with the City responsible for platting in one portion and the County responsible for the other;
4. The City and County can jointly review plats providing one place to file plats and one set of review standards.

Over the past three years four plats have been submitted in the ETJ within one of the six counties named herein. The majority of these areas do not have a public sewer system; therefore the density is limited to one unit per five acres. Given the limited activity in these areas and the limit on density, staff recommends yielding platting authority to the surrounding counties (option #2).

The Council Intergovernmental Relations Committee was briefed on staff's recommendation on January 12, 2003. The Committee recommended forwarding this item to City Council for consideration after the surrounding counties had endorsed the agreement. At the meetings of May 22, 2003 and December 18, 2003 City Council and Bexar County Commissioner's Court respectively approved an Inter-Local agreement to regulate subdivision activity and plat approval for sites located in the city's ETJ within Bexar County. Wilson County approved the

agreement on January 12, 2004 and Comal County on March 24, 2004. Kendall, Guadalupe and Medina County are in the process of approving the agreement. Bandera County has not officially responded. The agreement, as approved, is contingent on establishing a unified set of platting standards and procedures for treatment and approval of plats in the ETJ. The agreement designates Development Services Department as the one stop location for plat submittals in the ETJ and one set of development standards.

**POLICY ANALYSIS**

This ordinance will authorize the City Manager to enter into an agreement with Kendall, Comal, Guadalupe, Wilson, Medina and Bandera County which will relinquish to the aforementioned counties platting authority in the ETJ. However, if a proposed development includes urban development such as, lot sizes smaller than .40 acre, the City of San Antonio, will enforce the standards in the Unified Development Code. This agreement provides that platting in the ETJ will be in accordance with the development standards of the respective county. In addition, the counties will have exclusive control over the enforcement of regulations for septic tanks. This agreement will be a one-year agreement which will automatically renew each year unless either the City or the respective County provides written notice to the other party 90 days prior to its expiration that the agreement will not be renewed.

**FISCAL IMPACT**

This ordinance has no financial impact.

**COORDINATION**

This ordinance was coordinated with the Planning Department, City Attorney's Office and the Planning Commission. In addition the agreement was coordinated with Comal, Guadalupe, Kendall, Medina, Wilson and Bandera.

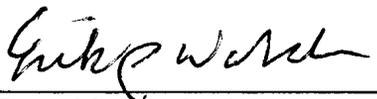


Florencio Peña III  
Director, Development Services

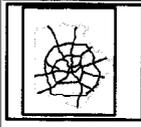
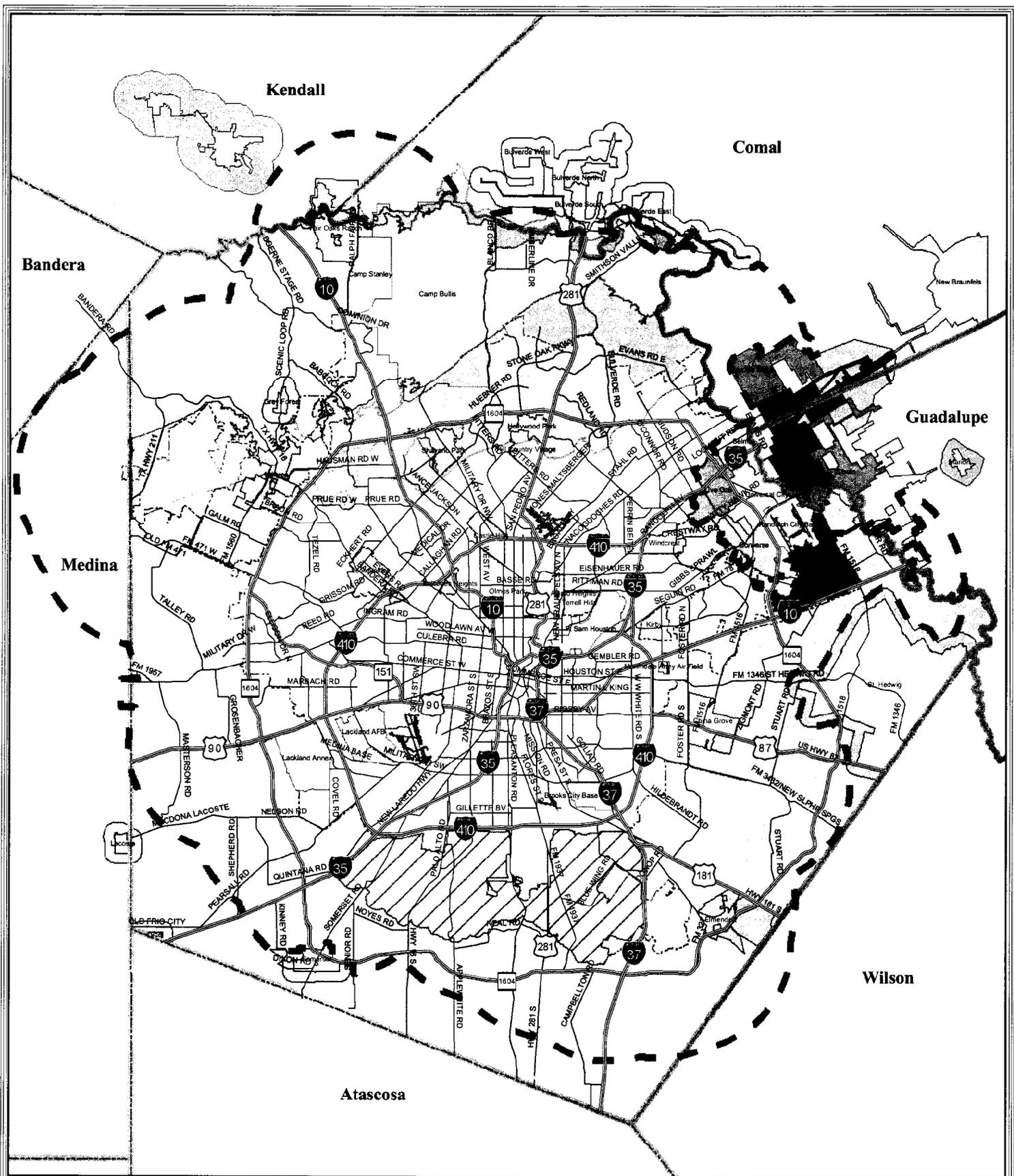
Approved:



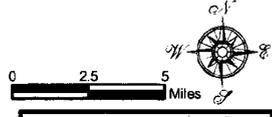
Christopher J. Brady  
Assistant City Manager



Terry M. Brechtel  
City Manager



- City of San Antonio
- Limited Annexation
- Edwards Aquifer Recharge Zone
- Bexar County
- Incorporated Cities
- Incorporated Cities E.T.J.
- Adj. County
- Expressways



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# City of San Antonio Extraterritorial Jurisdiction Line

**City of San Antonio  
Planning Department**

Emil R. Monrroy, AICP, AIA  
Director, Planning Department  
Municipal Plaza - 3rd Floor  
114 W. Commerce  
San Antonio, Texas 78203

STATE OF TEXAS  
COUNTY OF BEXAR

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§  
§

CITY-COUNTY INTERLOCAL  
AGREEMENT FOR PLATTING IN  
ETJ OF SAN ANTONIO

This **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 situated within Bexar County, Texas, hereinafter referred to as "**CITY**" and the **COUNTY OF COMAL**, 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.

#### 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** believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each retaining certain responsibilities as hereinafter provided in this Agreement; and

**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, 2005. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2004. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless one of the Parties gives the other Party written notice of its desire not to renew the **Agreement** at least ninety (90) days prior to the expiration of the then current term.

**ARTICLE III**  
**APPLICABLE PROCEDURES**

**3.01** **CITY** and **COUNTY** agree that subdivision platting within the boundaries of the **COUNTY** and also within 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 approval for subdivisions containing habitable tracts less than 0.4 acre will be approved 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.

**3.03** For those plats stipulated in Paragraph 3.02 of this **Agreement**, 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 Director of Development Services, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure. A surety, required for a subdivision described in Paragraph 3.02, 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 Comal 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 three (3) years. The time period for completion may be extended upon written agreement of the developer and **COUNTY** or the **CITY** for a subdivision described in Paragraph 3.02. 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 a copy of said surety for a subdivision described in Paragraph 3.02 to the **COUNTY** within 10 working days of the recording of the subdivision plat.

**3.04** For those plats stipulated in Paragraph 3.02 of this **Agreement**, the **CITY** shall allow **COUNTY** inspectors 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.

**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 except as provided in Paragraph 3.02. The **CITY** 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 for plats approved in accordance with Paragraph 3.02.

**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 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 on-site sewage facilities and floodplain development in those portions of the **COUNTY** which are also within the **ETJ** of the **CITY**.

**3.08** Upon completion of all formal approvals, **COUNTY** shall be responsible for recording plats 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 required approvals, the **COUNTY** shall be responsible for recording plats, provided however that the **CITY** shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

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

**10.01** No amendment, modification or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the **CITY** and the **COUNTY**.

**XI. LIAISONS AND NOTICES**

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

**11.2** 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**.

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

11.4 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, 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: Florencio Pena  
Director, Development  
Services Department

COUNTY

County of Comal  
195 David Jonas Drive  
New Braunfels, Texas 78132-3760  
Attn: Thomas H. Hornseth, P.E.  
Comal County  
Engineer's Office

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 \_\_\_\_\_, 2004.

COUNTY OF COMAL, TEXAS

CITY OF SAN ANTONIO, TEXAS

By: \_\_\_\_\_  
DANNY SCHEEL  
County Judge

By: \_\_\_\_\_  
TERRY M. BRECHTEL  
City Manager

ATTEST:

\_\_\_\_\_  
JOY STREATER  
County Clerk

\_\_\_\_\_  
YOLANDA LEDESMA  
Acting City Clerk

APPROVED: \_\_\_\_\_  
City Attorney