

STATE OF TEXAS

§

KENDALL COUNTY

§

§

**SECOND AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF SUBDIVISION PLATS  
IN THE EXTRATERRITORIAL JURISDICTION OF BOERNE**

THIS SECOND AMENDED INTERLOCAL AGREEMENT FOR REGULATION OF SUBDIVISION PLATS IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BOERNE (“Agreement”) is between the City of Boerne, Texas (“City”), a home-rule municipality situated within Kendall County, Texas, and Kendall County, Texas (“County”), a political subdivision of the State of Texas (each a “Party” and collectively the “Parties”).

**WITNESSETH**

WHEREAS, the purpose and intent of this Agreement is that any future development in the extraterritorial jurisdiction (“ETJ”) of the City shall only be subject to the County’s regulations; and

WHEREAS, as authorized by Tex. Gov’t Code Ann. §§ 791.001 et seq, as amended, and as required by Tex. Loc. Gov’t Code Ann. §§ 242.001 et seq, as amended, the Parties previously entered into an interlocal agreement pertaining to regulation of subdivision plats in the ETJ of Boerne in 2007, and the Parties subsequently executed the Amended Interlocal Agreement for Regulation of Plats in the ETJ of Boerne, effective September 12, 2017; and

WHEREAS, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A of Chapter 212, as amended (“Subchapter A of Chapter 212”), and other statutes applicable to municipalities; and

WHEREAS, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Chapter 232, Subchapters A and E, as amended, and other statutes applicable to counties; and

WHEREAS, the City and the County, pursuant to Tex. Loc. Gov’t Code Ann. §§ 242.001 et seq, as amended, have both enforced their subdivision regulations in the City’s ETJ, and, in those situations where the City’s regulations conflicted with the County’s regulations, the more stringent provisions prevailed; and

WHEREAS, the Tex. Loc. Gov’t Code Ann. §§ 242.001 et seq, as amended provides for the limitation of subdivision regulations within the City’s ETJ to one entity.

NOW, THEREFORE, the Parties mutually agree as follows:

**1. Term.**

- 1.1. The Parties agree that the initial term of this Agreement shall be from the date of execution with a termination date of September 30, 2024. Thereafter, the Parties shall automatically renew the Agreement on an annual basis beginning October 1, 2024, unless one of the Parties gives the other Party notice, as provided by section 5 below, of its desire not to renew or to

modify the Agreement at least ninety (90) days prior to the expiration of the then current term.

- 1.2. **Termination.** Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving ninety (90) days' notice, as provided by Section 5 below, of intent to terminate this Agreement to the other Party. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement.

## **2. Mutual Obligations of the Parties.**

- 2.1 Regarding the City's Thoroughfare Plan adopted on 4/11/2023, the lines shown for potential future connectivity outside City limits will not be applicable in the ETJ.
- 2.2 The Parties agree to coordinate regarding any proposed MUD, WCID, or other special district proposed within the City's ETJ.

## **3. City Responsibilities.**

- 3.1 The City agrees that it shall not enforce its subdivision regulations, including the regulation of subdivision plats, within the City's ETJ, unless the property is subject to or has applied for a development agreement or special district.
- 3.2 Change in City's ETJ. The City ETJ limits are subject to change, as allowed by state law. The City shall notify the County, as provided by Section 5 below, of any expansion or reduction of the City's ETJ.
- 3.3 The City agrees that any master development plan, development agreement, or contractual agreement falling within the City's ETJ that has already been approved or submitted for City review and approval prior to the execution of this amendment shall be completed in accordance with the City's ordinances and regulations.
- 3.4 In accordance with Tex. Loc. Gov't Code Ann. § 232.110, City shall notify County of any development agreement in the City's ETJ prior to approving the development agreement. County will review the development project and assess costs in accordance with County's current capital improvement plan that are roughly proportionate to the amount needed for County's infrastructure improvements to support the development project.
- 3.5 Any development in which City water and sewer are used, the City's regulations shall apply.

## **4. County Responsibilities.**

- 4.1 County Enforcement. The County shall enforce its subdivision regulations within the City's ETJ and is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits within the City's ETJ and may regulate subdivisions under Tex. Loc. Gov't Code Ann. §§ 232.001 *et seq.*, as amended, and other statutes applicable to counties. Such regulations shall be administered by the County's Designated Officer, the County Engineer, at its offices at 201 E. San Antonio Ave., Boerne, Texas 78006. All fees relative to the regulations described in this Agreement shall be payable to the County.
- 4.2 Continuing Responsibility. The County shall continue to be responsible for performing the duties of floodplain administrator for floodplain development within the City's ETJ. The County shall regulate on-site sewage facilities (OSSF also known as septic systems) within the City limits and the ETJ.

## **5. Notice.**

- 5.1 Notices. Each Party giving any notice or making any request (each, a "Notice") pursuant to this Agreement shall do so in writing and shall execute delivery through personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or electronic mail to the addresses below with "NOTICE" included in the subject line.

5.2 Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below:

County: Kendall County  
Attn: County Judge  
201 E. San Antonio Ave., Suite 124  
Boerne, TX 78006  
Email: [shane.stolarczyk@co.kendall.tx.us](mailto:shane.stolarczyk@co.kendall.tx.us)

With a copy to County's  
Designated Officer: County Engineer  
Attn: Mary Ellen Schulle  
201 E. San Antonio Ave.,  
Boerne, TX 78006  
Email: [me.schulle@co.kendall.tx.us](mailto:me.schulle@co.kendall.tx.us)

City of Boerne: City of Boerne  
Attn: Ben Thatcher, City Manager  
447 N Main St  
Boerne, TX 78006  
Email: [bthatcher@boerne-tx.gov](mailto:bthatcher@boerne-tx.gov)

With a copy to City's Designated  
Officer: City of Boerne  
Attn: Nathan Crane, Planning Director  
447 N Main St  
Boerne, TX 78006  
Email: [ncrane@boerne-tx.gov](mailto:ncrane@boerne-tx.gov)

- 5.3 A Notice is effective only if the Party giving Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
- a. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - b. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**6. Miscellaneous.**

- 6.1 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force for each Party.
- 6.2 Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless in writing, dated after to the date of this Agreement and duly authorized by the governing bodies of the Parties.
- 6.3 Electronic and Digital Signatures. The Parties to this Agreement agree that the electronic and/or digital signatures, including digital copies, of the Parties included in this Agreement are intended to have the same force and effect as the use of manual signatures.

*Signatures Follow On Next Page*



IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

KENDALL COUNTY

CITY OF BOERNE

---

Shane Stolarczyk,  
County Judge

---

Ben Thatcher,  
City Manager

---

Date

---

Date

ATTEST:

ATTEST:

---

Denise Maxwell,  
County Clerk

---

Lori Carroll,  
City Secretary