

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
COLLIN COUNTY AND THE CITY OF ROCKWALL FOR
SUBDIVISION REGULATION WITHIN THE CITY OF
ROCKWALL'S EXTRATERRITORIAL JURISDICTION (ETJ).**

THIS INTERLOCAL COOPERATION AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY (herein after referred to as the *Agreement*), is executed by and between **Collin County, Texas** -- a political subdivision of the State of Texas -- (herein after referred to as the *County*), and the **City of Rockwall** -- a municipal corporation of the State of Texas -- (herein after referred to as the *City*), dated March 23, 2021, was drafted pursuant to the requirements of Chapter 242, *Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code.

RECITALS

The *City* and *County* hereby agree that the following statements are true and correct and constitute the basis upon which the *City* and *County* have entered into this *Agreement*:

WHEREAS, the *City* and *County* seek to foster effective intergovernmental cooperation in the furtherance of the public's interest, and the execution and implementation of this *Agreement* is intended to further a cooperative, good faith relationship between the *City* and *County* in support of their common goals; and,

WHEREAS, the *City* and the *County* accept that it is in the interest of both agencies to combine their respective processes for approving subdivision plats into a single process for land that is located within the *County* and the *City's* Extraterritorial Jurisdiction (ETJ) with each entity retaining certain responsibilities as provided in this *Agreement*; and,

WHEREAS, Chapter 242, *Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code requires the *City* and the *County* to enter into a written agreement that identifies the governmental entity authorized to regulate subdivisions of land within the Extraterritorial Jurisdiction (ETJ) of the *City*; and,

WHEREAS, the *City* and *County* both accept that the authority to regulate subdivision plats in the *City's* Extraterritorial Jurisdiction (ETJ) should be made pursuant to Section 242.001(d)(4) of the Texas Local Government Code summarized as follows but more particularly described below: the *City* should be granted jurisdiction to regulate subdivision plats in the *City's* Extraterritorial Jurisdiction (ETJ), with *City* regulations to control in the Extraterritorial Jurisdiction (ETJ) except that the *County* will retain authority to regulate certain matters (*i.e. on-site sewage facilities [OSSF] regulate the flood plain and certain other matters*) and *County* regulations governing or providing minimums for certain matters; and

NOW, THEREFORE, in order to carry out the stated intent, obligations, and mutual promises of the above recitals above and for receipt, sufficiency, and monetary consideration, the *City* and the *County* hereby agree to the following:

ARTICLE 1: PURPOSE.

The purpose of this *Agreement* is as follows:

- (1) To establish and clarify the *City* and the *County's* obligations, costs, manner, and method for the approval of subdivision plats for real property located within both the *County* and the *City's* Extraterritorial Jurisdiction (ETJ) during the pendency of this *Agreement*, and the unified regulations for subdivisions in the *City's* Extraterritorial

Jurisdiction (ETJ) -- which are contained in Exhibit 'A' of this Agreement.

- (2) To establish a reporting process for the City to notify the County when City Council acts to change the boundaries of the City's Extraterritorial Jurisdiction (ETJ), thereby affecting the process for reviewing and approving subdivision plats for newly incorporated or disincorporated property during the pendency of this Agreement.

ARTICLE 2: TERM OF AGREEMENT.

- (1) Effective Date. This Agreement shall commence on the date that it is formally and duly signed and executed by both the City and County, and shall be valid for a period of one (1) year. Thereafter, this Agreement shall automatically renew annually, unless terminated as provided herein.
- (2) Renewal. The renewal of this Agreement shall be automatic upon the expiration of the preceding term unless the City or County provides written notice to the other governmental agency of its desire to not renew the agreement. Written notice shall be provided a minimum of 90-days prior to the expiration of the current term. Upon termination of this Agreement, neither the City nor the County shall have any obligations to the other entity under this Agreement, except with respect to payment for services already rendered under this Agreement but not yet paid.
- (3) Compliance with Chapter 242; TLGC. The City and County mutually certify that this Agreement complies with the requirements of Chapter 242, Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction, of the Texas Local Government Code.

ARTICLE 3: APPLICABLE SUBDIVISION PLATS.

- (1) Plats Applicable to this Agreement. All preliminary plats, amended plats, conveyance plats, minor plats, final plats, and replats where any portion of the property is located inside the City's Extraterritorial Jurisdiction (ETJ) and where either the City or County would have jurisdiction under any applicable law shall be subject to the requirements of this Agreement.
- (2) Bifurcated Development. If a development crosses over the Extraterritorial Jurisdiction (ETJ) boundary into an unincorporated area, subdivision regulation and platting shall be through the City if the majority of the land is within the Extraterritorial Jurisdiction (ETJ), and through the County if the majority of the land is outside the Extraterritorial Jurisdiction (ETJ) in an unincorporated area.

ARTICLE 4: EXPANSION OR REDUCTION OF THE EXTRATERRITORIAL JURISDICTION (ETJ).

- (1) Expansion or Reduction of the City's Extraterritorial Jurisdiction (ETJ). Should the City Council of the City act to expand or reduce its Extraterritorial Jurisdiction (ETJ), the City shall notify the County in writing of its intent to expand in advance of doing so, as well as notify the County a minimum of ten (10) days after the action is finalized and provide the County with an updated map showing the adjusted Extraterritorial Jurisdiction (ETJ). Upon receipt of the map by the County, the map contained in Exhibit 'B': City of Rockwall's Extraterritorial Jurisdiction (ETJ) of this Agreement shall be considered to be automatically amended and no further action with regard to this Agreement shall be necessary.
- (2) Effect of Expansion or Reduction of the City's Extraterritorial Jurisdiction (ETJ) on this Agreement. Upon expansion or reduction in the City's Extraterritorial Jurisdiction (ETJ), the City shall continue to have jurisdiction to regulate applicable subdivision plats in the City's Extraterritorial Jurisdiction (ETJ) including in the expanded areas; however, a change in the area covered by this Agreement will not affect any rights accrued under Chapter

245, *Issuance of Local Permits*, of the Texas Local Government Code. All areas outside of the City's Extraterritorial Jurisdiction (ETJ) shall be within the County's jurisdiction. Should an expansion or reduction in the City's Extraterritorial Jurisdiction (ETJ) cause either the City or County to require a written amendment to this Agreement, both the City and the County agree that the City shall continue to have exclusive jurisdiction to regulate subdivision plats in the City's Extraterritorial Jurisdiction (ETJ) until this Agreement is amended.

- (3) Map of the City's Extraterritorial Jurisdiction (ETJ). A map of the City's Extraterritorial Jurisdiction (ETJ) as of the effective date of this Agreement is contained in Exhibit 'B': *City of Rockwall's Extraterritorial Jurisdiction (ETJ)* of this Agreement; however, to determine whether a property is located within the City's Extraterritorial Jurisdiction (ETJ), an owner/developer must consult the most recent map of the City's Extraterritorial Jurisdiction (ETJ) on file with the City.

ARTICLE 5: COUNTY AUTHORITY AND RESPONSIBILITIES.

The County agrees to the following:

- (1) Authority. The City will have the authority to approve subdivision plats and to issue permits related to public infrastructure improvements under Chapter 212, *Municipal Regulation of Subdivisions and Property Development*, and Chapter 232, *County Regulation of Subdivisions*, of the Texas Local Government Code within the City's Extraterritorial Jurisdiction (ETJ), pursuant to Section 242.001(d) of the Texas Local Government Code, for the purpose, unless otherwise stated in this Agreement, of granting the City the exclusive jurisdiction to regulate subdivision plats and approve permits related to public infrastructure improvements in the City's Extraterritorial Jurisdiction (ETJ) utilizing the City's subdivision procedures, which are outlined in Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances; however, permits for on-site sewage facilities (OSSF) and encroachment into the right-of-way may only be obtained from the County. Furthermore, the County's *Subdivision Regulations* shall control whether or not sidewalks are to be constructed in the rights-of-way of a subdivision, whether or not in conflict with City's regulations. The County shall not accept any application requesting approval of a subdivision plat within the City's Extraterritorial Jurisdiction (ETJ) following the effective date of this Agreement. An application for subdivision plat does not include submissions for on-site sewage facilities (OSSF) or encroachments into the right-of-way. In addition, the County Clerk's Office shall not allow any plat to be filed in the City's Extraterritorial Jurisdiction (ETJ) without the City's authorization. *Permits* as used herein does not include vertical construction (e.g. homes, commercial buildings, etc.) and only relates to the development of subdivision infrastructure.
- (2) Comments on Subdivision Plats or Engineering Plans. Upon receipt from the City of an application and subdivision plat or engineering plans, the County may prepare and send comments (if any) to the City within ten (10) days. The City shall provide the County Engineering Department with a copy of the subdivision plat and any ancillary plans submitted with said subdivision plat or engineering plans within two (2) business days of the acceptance of the application.
- (3) On-Site Sewage Facilities (OSSF). The County retains exclusive jurisdiction to administer and enforce the County's on-site sewage facility (OSSF) regulations on property in the City's Extraterritorial Jurisdiction (ETJ). Approval of an on-site sewage facility (OSSF) should take place before the submission of a *Preliminary Plat* as such approvals can affect the configuration of lots, drainage, easements and other development related items. The County only has 45 days to act on the submission of an application for an on-site sewage facility (OSSF) to ensure that no unreasonable delay will exist. This requirement is mandated by a governmental entity that supersedes the City's authority. An administratively complete submission of a *Preliminary Plat* or *Final Plat* must include proof of approval of a proposed on-site sewage facility (OSSF) by the County. This approval shall also be noted in the *Plat Certifications* appended to the *Final Plat* utilizing the language included in Exhibit 'A' of this Agreement.

- (4) Floodplain. The County will continue to be responsible for the enforcement of floodplain regulations within the City's Extraterritorial Jurisdiction (ETJ) in accordance with the County's Floodplain Management Regulations; however, except as set forth below, any plans or subdivision plats submitted to the City for review and approval shall be required to meet the City's Standards of Design and Construction manual and Flood Hazard Damage Prevention and Control; however, the Applicant must comply with all County Floodplain regulations with regard surveys, studies, and design. Failure to do so will result in the disapproval of the subdivision plat by the City.
- (5) Public Improvements. A dedication of road right-of-way or easements in a subdivision plat approved by the City shall not result in an acceptance of roads or any other public infrastructure improvements by the County; however, the dedication of the right-of-way to the public is required for the County to lawfully consider acceptance of a road for maintenance. Any approvals of roadway design or of a road's final completion by the City or the County shall not constitute acceptance of the road for County maintenance purposes. Roads will be considered for County maintenance only pursuant to the request for County maintenance process contained in Section 1.10, Acceptance of Roadways for County Maintenance, of the Collin County Subdivision Regulations. The following are acknowledged and agreed:
- (a) A road that contains a sidewalk within the road right-of-way will not be accepted by the County for maintenance, and shall be the responsibility of the adjacent property owner to maintain;
 - (b) The County will not accept sidewalks, drainage improvements, or public infrastructure not associated with a road for maintenance. [Caveat: ditches and drainage facilities related to roadways will be considered for maintenance];
 - (c) To be eligible for acceptance into the County Road System for maintenance a road must be constructed to at least the County's road standards as contained in the Collin County Roadway Standards; and
 - (d) To be eligible for acceptance into the County Road System for maintenance a road must not be gated or obstructed from public use.

ARTICLE 6: CITY AUTHORITY AND RESPONSIBILITIES.

The City agrees to the following:

- (1) Authority. For properties requesting approval of a subdivision plat in the City's Extraterritorial Jurisdiction (ETJ), the City shall enforce: [1] the subdivision procedures stipulated by Chapter 38, Subdivisions, of the City's Municipal Code of Ordinances; [2] the standards of design and construction as outline by the City's Standards of Design and Construction Manual; and [3] the subdivision regulations contained in Exhibit A: Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement.
- (2) Subdivision Regulations. The City and County agree that the subdivision regulations contained in Exhibit A: Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) shall be applied exclusively in the review of subdivision plats in the City's Extraterritorial Jurisdiction (ETJ). Should the City or County desire to amend the subdivision regulations contained in this Agreement, the two (2) entities will cooperate to determine if changes are necessary, and will adopt changes agreed upon by both entities through their respective governing bodies.
- (3) Subdivision Construction Plan Review. The City's Engineering Department shall be responsible for the review and approval of all subdivision construction plans (e.g. engineering and/or civil plans) in accordance with the requirements of this Agreement. All costs shall be accrued in accordance with the City's Engineering

Department's standard fees. Any cost incurred through the review of the subdivision construction plans shall be the responsibility of the developer and/or property owner (*i.e. the Applicant*).

- (4) Dedication of Right-of-Way. The City agrees, to require developers to dedicate minimum public right-of-way pursuant to the *Collin County Thoroughfare Plan* and the requirements of the *Collin County Roadway Standards -- in existence at the time of the effective date of this Agreement and as may be amended in the future --* subject to applicable constitutional and statutory limitations for subdivision plats and City's Master Thoroughfare Plan. When it appears to the City that a right-of-way dedication requirement [1] may exceed an applicable constitutional or statutory requirement or [2] if there is a conflict between the *Collin County Thoroughfare Plan* and the City's Master Thoroughfare Plan, the City will notify the County of the discrepancy. The City and County will cooperate to determine the extent of the right-of-way dedication to be requested, or establish an alternative method of securing the necessary right-of-way. This alternative method shall be subject to all applicable terms contained within this Agreement (especially Article 5, *Public Improvements, of Section 5, County Authority and Responsibilities*). The County and City will not, and cannot maintain a roadway that has not been dedicated to the public.
- (5) Proportionality Appeals. When a proportionality appeal is requested by a developer or property owner, the City -- in consultation with the County -- will make an initial determination of proportionality in accordance with the requirements for proportionality appeals stipulated by Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances.
- (6) Notification of Application for a Subdivision Plat or Engineering Plans. The City will notify the County upon receiving an application for the approval of a subdivision plat or engineering plans by sending a digital copy of the application and the subdivision plat or engineering plans to the County Engineering Department within two (2) business days of acceptance of the application.
- (7) Approval or Denial of a Subdivision Plat or Engineering Plans. Subject to the County being previously provided with the proposed subdivision plat and any additional plans required by this Agreement and having the opportunity to provide comments in accordance with the terms of this Agreement, the subdivision plat and/or plans may be submitted to the City Council. The City shall contact the County concerning the status of a subdivision plat or engineering plans no later than 15-days after the City Council acts on a subdivision plat or staff takes administrative action on engineering plans. If a subdivision plat is approved and subsequently filed by the City, then the City shall provide the County with a digital file of the subdivision plat tying it to a minimum of two (2) GPS points in a County approved digital format within ten (10) working days.
- (8) Exemptions or Exceptions to the Subdivision Regulations. The exceptions under Section 232.0015 of the Texas Local Government Code apply to the City's Extraterritorial Jurisdiction (ETJ) and shall be the sole exceptions applicable to the Extraterritorial Jurisdiction (ETJ). Exceptions under Section 232.0015 of the Texas Local Government Code shall be interpreted in accordance with Subsection 1.01H, *Exemptions from Plat Requirement*, of the *Collin County Subdivision Regulations*. Prior to bringing a request to the City Council, the City shall solicit the County's position on a proposed exception; however, the City Council's decision ultimately controls. If a subdivision plat calls for lots ten (10) acres or greater that require no public improvements or the dedication of road right-of-way, the City shall apply the *County Subdivision Regulations*.
- (9) Variances. If a variance is requested, the City shall determine whether or not the variance is granted pursuant to its variance procedures; however, in no circumstance may the variance release the Applicant from a regulation in which the County has retained sole authority (*including the standards required for accepting a road for County maintenance*).

ARTICLE 7: BONDS AND INSPECTIONS.

- (1) Performance Bond or Alternative Acceptable Financial Guaranty. Prior to starting work on the subdivision infrastructure/public improvements, the *Applicant* must file with the *City* a performance bond or other financial guarantee acceptable to the *City* that guarantees the work will be completed in accord with the plans and specifications. The time for completion may not exceed two (2) years. The *City* shall be the obligee/payee. The amount of the bond or financial guarantee is based on the design engineer's cost estimate to construct the subdivision infrastructure/public improvements unless the estimate is disputed, in which case the amount of the bond or other financial guarantee will be based on an estimate of costs prepared by the *City's* chosen consultant. The developer and/or property owner (*i.e. the Applicant*) shall be responsible for all cost incurred by the *City's* chosen consultant.
- (2) Warranty and Maintenance Bond Upon Acceptance as Complete. A *Warranty and Maintenance Bond* must be provided by the *Applicant* that meets the requirements of Section 1.09, *Warranty and Securing Maintenance Obligation*, of the *Collin County Subdivision Regulations*. The *City* and *County* shall be named as beneficiaries/obligees on the *Maintenance Bond*. The *County* has the authority to make a claim on the bond.
- (3) Inspections During Construction. The *City* shall be responsible for designating a chosen third-party inspector that will be responsible for the inspection and approval over public improvements within the right-of-way and/or public easements for all construction projects subject to the terms of this *Agreement*. The third-party inspector may issue a stop-work order if the applicable construction standards are not being met, or as deemed necessary by the *City* and/or *County*. The third-party inspector shall submit *as-built* drawings and provide notice to both the *City* and the *County* when construction of all public improvements have been completed within ten (10) days after inspection. The developer and/or property owner (*i.e. the Applicant*) shall be responsible for all cost incurred by the *City's* third-party inspector. The *County Engineering Department* will be notified of inspections and may participate in the inspections. In addition, if any preconstruction meetings are held, the *County Engineering Department* will be notified and given the opportunity to participate.
- (4) Inspection for Acceptance as Complete. Both the *City's* third-party inspector and the *County* shall inspect the work before it will be accepted as complete. If the roads do not meet the minimum standards of the *County*, the *County* reserves the right not to accept the roads as complete. Both the *City* and the *County* must accept the road(s) as complete.
- (5) Warranty Inspection. During the warranty period and again prior to the end of the warranty period the *County* will inspect the work. If the roads do not meet *County* standards either the *Applicant* must do the work to bring them within *County* standards or the *County* will make a claim on the maintenance bond. A road that does not meet the *County* standards will not be accepted for *County* maintenance.
- (6) Lot Sales. The final plat must be recorded in the official public records of the *Collin County Clerk's Office* prior to any lots being sold.
- (7) No Construction on Lots until Subdivision Infrastructure/Public Improvements Completed. Unless authorized by the *City* for areas of a development where the subdivision infrastructure/public improvements have been completed, no construction on lots may take place until the subdivision infrastructure/public improvements for the entire subdivision have been accepted as complete.

ARTICLE 8: GENERAL PROVISIONS.

- (1) General Administration. The *City* and *County* shall be responsible for designating their respective representatives to generally administer the requirements of this *Agreement*.

- (2) Alteration, Amendment, and/or Modification. This Agreement may not be altered, amended, and/or modified by any official, agent, employee or representative of the City or County unless both the City or County notify the other entity in writing and both governing bodies agree to the alteration, amendment, and/or modification.
- (3) Notice. All notices sent pursuant to the requirements of this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, by hand delivery, or commercial delivery service. Notices sent pursuant to this Agreement will be sent to the following:

Collin County Engineering Department

Collin County Director of Engineering
Collin County Engineering Department
4690 Community Avenue, Suite 200
McKinney, Texas 75071

City Manager's Office

Mary Smith, *Interim City Manager*
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

Note: When notices sent pursuant to this Agreement are mailed via registered or certified mail, notices shall be deemed effective three (3) days after deposit in a US mailbox or at a US post office.

- (4) Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of the Agreement.
- (5) Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either the City or County will be entitled to any and all rights and remedies allowed under the State of Texas law for any breach of this Agreement by the other entity.
- (6) Non-Waiver. The waiver by either the City or County of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity for suit or liability to which it is entitled under applicable law.
- (7) Entire Agreement. This Interlocal Cooperation Agreement constitutes the entire Agreement between the City and the County. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.
- (8) Terms Used in Document. As used in this Agreement, the terms *Interlocal Cooperation Agreement*, *Interlocal Agreement*, *Agreement*, and *Contract* are synonymous.
- (9) Non-Defined Terms. If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.
- (10) Current Funds. All amounts, if any, expended by the City or County in the preparation and administration of this Agreement shall be paid from current, available funds.

- (11) Effective Date. To be effective this *Agreement* must be approved by the applicable governing body of for the *City* and *County*.
- (12) Venue. The venue of any action arising out of this *Agreement* shall be in a court of competent jurisdiction sitting in Collin County, Texas.
- (13) Application. The regulations as set forth in this *Agreement* apply only to subdivision applications and engineering submittals submitted after the effective date of this *Agreement*.

SIGNATURES AND ATTESTS

COLLIN COUNTY, TEXAS

EXECUTED THIS THE ___ DAY OF _____, 2021.

By: _____
Honorable Chris Hill
Collin County Judge

Attest: _____
NAME
Collin County Administrator

Date: _____

CITY OF ROCKWALL, TEXAS

EXECUTED THIS THE 23rd DAY OF March, 2021.

By: Mary Smith
Mary Smith
Interim City Manager

Attest: Kristy Cole
Kristy Cole
City Secretary

Date: 03/03/2021

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

- (A) Process and Procedures. The process and procedures as outlined in Chapter 38, *Subdivisions*, of the City of Rockwall's Municipal Code of Ordinances -- *in existence at the time of the effective date of this Agreement and as may be amended in the future* -- shall apply exclusively to the review of all subdivision plats in the City's Extraterritorial Jurisdiction (ETJ) with the exception of the items contained in Subsection (D), *Subdivision Regulations*, of Exhibit 'A' of this Agreement; however, in general, the process can be summarized as follows:
- (1) On-Site Sewage Facilities (OSSF). An application for On-Site Sewage Facilities (OSSF) shall be submitted to the County's Development Services Department for review and approval.
 - (2) Preliminary Plat. A preliminary plat submitted to the City of Rockwall's Planning and Zoning Department shall be required for all developments proposing the subdivision of land into two (2) or more parcels unless waived by the Director of Planning and Zoning of the City of Rockwall [see Subsection (D) below].
 - (3) Engineering. Full engineering and civil plans conforming to the City's *Standards of Design and Construction* manual shall be submitted to the City of Rockwall's Engineering Department.
 - (4) Final Plat. A final plat conforming to the preliminary plat and/or engineering/civil plans shall be submitted to the City of Rockwall's Planning and Zoning Department.

NOTE: A checklist for preliminary and final plats is included in Exhibit 'C' of this Agreement.

- (B) Design and Construction Standards. Unless specifically addressed in Subsection (C), *Subdivision Regulations*, of Exhibit 'A' of this Agreement, the design and construction standards contained within the City's *Standards of Design and Construction* manual -- *in existence at the time of the effective date of this Agreement and as may be amended in the future* -- shall exclusively apply to the review of all improvements in the City's Extraterritorial Jurisdiction (ETJ), with the exception of On-Site Sewage Facilities (OSSF).
- (C) Subdivision Regulations. The following standards are based on the County's subdivision regulations; the Collin County Thoroughfare Plan; and Chapter 232, *County Regulation of Subdivisions*, of the Texas Local Government Code. If a subdivision regulation is not addressed by this Agreement or in Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances, the requirements of the County's *Subdivision Regulations* shall apply.
- (1) Building Setback Requirements Adjacent to a Public Street. Building setbacks shall be indicated on all subdivision plats where any portion of a lot or tract of land is adjacent to a street. Based on the size of the adjacent roadway, the following minimum building setbacks are required: [1] 50-feet from the front property line on all properties directly adjacent to a major thoroughfare or highway, and [2] 25-feet from all properties directly adjacent to any other public roadway.
 - (2) Minimum Lot Frontage. All lots shall be required to have frontage on or access to a public roadway. Along existing County roadways, a minimum of 100-feet of lot frontage shall be required. For lots along roadways other than existing County roadways, the road frontage shall be of a reasonable for the proposed lot size, and provide sufficient support for ingress, egress, and turning for emergency vehicles.
 - (3) Streets and Roadways.
 - (a) Thoroughfare Plan. In the case that a roadway is shown on the County's Thoroughfare Plan to traverse a proposed subdivision, the right-of-way for that thoroughfare must be dedicated as part of the subdivision plat. The width of the right-of-way must be in accordance with that required in the most recent update of the Collin County Mobility Plan. If the roadway is shown on the City's Master Thoroughfare Plan, then the

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
 Extraterritorial Jurisdiction (ETJ) of the City*

City's thoroughfare regulations shall apply.

- (b) Right-of-Way. Unless the City requires a wider right-of-way, the minimum right-of-way required for roads developed in the Extraterritorial Jurisdiction (ETJ) shall be in accordance with Section 1.04, *Roadway & Pavement Selection*, of the *Collin County Roadway Standards*, and which are summarized as follows:

Roadway Classification	Abbreviation	Right-of-Way ¹
Rural Residential	RR	60'
Urban Residential	UR	50'
Rural Collector	RC	60'
Urban Collector	UC	50'

Notes:

¹: Private streets shall be subject to the same right-of-way and classification requirements as public streets.

- (c) Street and Roadway Acceptance. Both the City and the County shall be responsible for accepting that a street or roadway is complete in accordance with the approved plans and specifications. The acceptances will be issued by the City's Engineering Department and the County's Engineering Department. Acceptance of a street or roadway as complete in accordance with the approved plans and specifications is not an acceptance of the roadway or street for County maintenance. A road will not be considered for County maintenance until two (2) years after completion and correction of any defects existing at the end of that period; and then will only be considered for maintenance pursuant to the request for maintenance process in Section 1.10, *Acceptance of Roadways for County Maintenance*, of the Collin County Subdivision Regulations. Section 5, *Public Improvements*, of Article 5, *County Authority and Responsibility*, of this Agreement is incorporated herein the same as if set forth at length. Section 1.10, *Acceptance of Roadways for County Maintenance*, of the Collin County Subdivision Regulations is incorporated herein the same as if set forth at length. It is again noted for emphasis that roads with a sidewalk in the road right-of-way will not be accepted for County maintenance, and that sidewalks, whether within or outside of the road right-of-way, will not be accepted for County maintenance.
- (4) Adequate Public Utilities/Facilities. It shall be the responsibility of the developer or applicant to provide adequate public utilities necessary to serve the property. Proof of adequate public utility services must be provided with the subdivision plat, and all easements for the utilities shall be clearly depicted on the subdivision plat as required by the City's Subdivision Regulations; except that on-site sewer facilities (OSSF) must be approved by the County as set forth elsewhere in this Agreement.
- (5) Drainage. The City's Drainage Regulations shall apply in the Extraterritorial Jurisdiction (ETJ) of the City, unless it is deemed that the County's Drainage Standards are more restrictive in which case the County's standards would apply. NEITHER THE CITY NOR THE COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING DRAINAGE EASEMENTS AND FACILITIES. SUCH MAINTENANCE SHALL BE PROVIDED BY A HOMEOWNER'S ASSOCIATION OR IF NOT PROVIDED BY A HOMEOWNER'S ASSOCIATION SHALL BE THE RESPONSIBILITY OF THE LOT OWNER ON WHOSE LAND THE EASEMENT OR FACILITY EXISTS OR IS ADJACENT.
- (6) Certification and Dedication Language. The following certifications and dedication language will be added to all subdivision plats subject to this Agreement [however, the County may require additional notes be added to the subdivision plat]:

- (a) Owner's Certification.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS *[OWNER'S NAME]*, BEING THE OWNER OF A TRACT OF land in the County of Collin, State of Texas, said tract being described as follows: *[LEGAL DESCRIPTION]*

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF COLLIN

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the *[SUBDIVISION NAME]* subdivision to the County of Collin, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the *[SUBDIVISION NAME]* subdivision have been notified and signed this plat. I (we) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (we) also understand the following;

- (1) The public rights-of-way depicted on this subdivision plat are dedicated fee simple for the purpose of providing public roadways, streets, alleyways, and utilities.
- (2) All public improvements and dedications are free and clear of all debt, liens, and/or any other encumbrances.
- (3) For the purposes of this subdivision plat, the easements and public areas depicted and created by this subdivision plat, are dedicated to the public and the public's use in perpetuity.
- (4) No buildings, structures, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over, or across the easements depicted on this subdivision plat.
- (5) Utility easements may be used for the mutual use and accommodation of the all public utilities unless the easement limits the use by its designation.
- (6) Public utilities shall have the right to remove and keep removed all or parts of any buildings, structures, fences, trees, shrubs or other improvements or growths, which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements.
- (7) Public utilities shall at all times have the full right of ingress and egress to or from their respective easement for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, reading meters and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.
- (8) The property owners or the Homeowner's Association (HOA) with lots adjacent to or upon the drainage easements created by this subdivision plat will be responsible for the maintenance and or the reconstruction of the drainage improvements constructed in said easements for the purpose of assuring the flow of stormwater to the degree required by the design and original construction.
- (9) Neither the City of Rockwall nor Collin County will be responsible for maintenance or repair of drainage improvements.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

(10) Unless authorized by Collin County for areas of a development where the subdivision infrastructure/public improvements have been completed, no construction on lots may take place until the subdivision infrastructure/public improvements for the entire subdivision have been accepted as complete.

(11) The roadways and rights-of-way depicted on the subdivision plat are public and neither the current nor future owner(s) of the subject property have the right to obstruct these roadways or rights-of-way by a fence, gate, or other means.

(12) Collin County will not accept for maintenance any road with a sidewalk in the public right-of-way of the road.

I (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the County; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

Property Owner Signature(s)

(b) Notary Certification.

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared *[PROPERTY OWNER]*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this *[DAY]* day of *[MONTH]*, *[YEAR]*.

Notary Public in and for the State of Texas

My Commission Expires

(c) Surveyor's Certification.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, *[SURVEYOR'S NAME]*, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Surveyor Signature

Registered Public Surveyor No.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

(d) Signature Blocks.

Planning & Zoning Commission, Chairman

Date

APPROVED:

I hereby certify that the above and foregoing plat of an addition to Collin County, Texas, was approved by the City Council of the City of Rockwall on the [DAY] day of [MONTH], [YEAR] in accordance with the requirements of the *Interlocal Cooperation Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction (ETJ) of the City* entered into by the City of Rockwall and Collin County.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Collin, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this [DAY] day of [MONTH], [YEAR].

Mayor, City of Rockwall

City Secretary

City Engineer

(D) Exceptions. All request for exceptions shall be handled in accordance with Section 8, *Exemptions or Exceptions, to the Subdivision Regulations, of Article 6, City Authority and Responsibilities, of this Agreement.* Exceptions shall be limited to the following:

- (1) The tract of land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution;
- (2) The tract of land is divided into four (4) or fewer parcels and each of these parcels is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code;
- (3) All the lots of the subdivision are individually more than ten (10) acres in area;
- (4) All the lots of the subdivision are sold to veterans through the Veterans' Land Board program;
- (5) The tract of land belongs to the State of Texas or any state agency, board or commission or owned by the permanent school fund or any other dedicated funds of the State of Texas;
- (6) The owner of the tract of land is a political subdivision of the State of Texas;
- (7) The land is situated in a 100-year floodplain, and the lots are sold to the adjoining landowners;

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

- (8) One new part of the tract is to be retained by the owner who does not lay out any streets, alleys, parks, squares or other parts, and the other new part is to be transferred to another person who will further subdivide the tract, and will do so subject to the subdivision plat approval requirements of these *Regulations* [*Note: This requires an actual intent to develop the transferred part and the City may require a concept plan to support this intent. It also requires that the transferred land is of a size that it may be further subdivided, with consideration given to OSSF lot size regulations*];
- (9) All parts of the tract are transferred to persons who owned an undivided interest in the original tract and a subdivision plat is filed before any further development of any part of the tract. This will generally involve a situation where several persons inherit or otherwise receive an undivided interest in land and thereafter obtain a partition judgment to specifically divide the land among them. The partition does not trigger these subdivision requirements, however, any further division of the separate tracts created by the partition for development must comply with these subdivision regulations;
- (10) The acquisition or disposition of land by any federal or state agency, political subdivision of the State of Texas, municipality, or school district intended for or relating to right of way purposes; and/or,
- (11) The tract of land is to be used solely for the financing of the construction of a building or for the refinancing of an existing building with no change in property ownership.

Exhibit 'C':
Checklist for Plat Submittals

Case Type:

- Preliminary Plat
 Final Plat
 Replat

Case Number:

Reviewed By:

Review Date:

NOTES: The requirements listed below are based on the case type, which is indicated in the '[]' below the requirement description. On the checklist below a Replat would be required to meet all the same requirements as a Final Plat.

Requirements	✓= OK	N/A	Comments
Case Number [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The case number will be provided by staff and placed in the lower right-hand corner of all new submittals.
Submittal Requirements [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Four (4) large (18" x 24") folded copies and one (1) PDF digital copy of each plat is required at the time of submittal. Provide accurate plat dimensions with all engineering information necessary to reproduce the plat on the ground. ENGINEERING SUBMITTAL AND APPROVAL REQUIRED PRIOR TO SUBMITTING AN APPLICATION FOR FINAL PLAT.
Engineering Information [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	
Title Block: Type of Plat [Final Plat or Preliminary Plat] Subdivision Name (Proposed or Approved) Lot / Block Designation Number of Lots (Proposed) Total Acreage City, State, County	<input type="checkbox"/>	<input type="checkbox"/>	Provide the title block information in the lower right-hand corner.
Owner, Developer, and/or Surveyor/Engineer (Name/Address/Phone Number/Date of Preparation) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	This includes the names and addresses of the sub dividers, record owner, land planner, engineer and/or surveyor. The date of plat preparation should also be put in the lower right-hand corner.
Survey Monuments/State Plane Coordinates [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The location of the development is required to be tied to a monument, or tie two (2) corners to state plan coordinates (<i>NAD 83 State Plane Texas, North Central [7202], US Survey Feet</i>).
Vicinity Map [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	A Vicinity Map should show the boundaries of the proposed subdivision relative to the rest of the Extraterritorial Jurisdiction (ETJ).
North Point [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The north point or north arrow must be facing true north (or straight up) on all plans, unless the scale of the drawings or scope of the project requires a different position.
Numeric and Graphic Scale [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Plats should be drawn to an Engineering Scale of 1" = 50', 1" = 100', etc...
Subdivision (Boundary, Acreage, and Square Footage) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the subdivision boundary lines, and acreage and square footage.
Lot and Block (Designation, Width, Depth and Area) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Identification of each lot and block by number or letter. For each lot indicate the square footage and acreage or provide a calculation sheet. Also provide a lot count.
Building Setbacks [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label the building lines where adjacent to a street.
Easements [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label all existing and proposed easements relative to the site and include the type, purpose and width.
City Limits [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the location of the City Limits or extent of the Extraterritorial Jurisdiction (ETJ), contiguous or within the platting area.
Utilities [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the locations of all existing and proposed utilities. Include the size and type of each.
Property Lines [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide all the proposed and platted property lines.

**Exhibit 'C':
Checklist for Plat Submittals**

Streets [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label all proposed and existing streets with the proposed or approved names.
Right-Of-Way and Centerline [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label the right-of-way width and street centerline for each street both within and adjacent to the development.
Additional Right-Of-Way [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the location and dimensions of any proposed right-of-way dedication.
Corner Clips [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate all existing and proposed corner clips and any subsequent dedication.
Median Openings [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Locate and identify existing and/or proposed median openings and left turn channelization.
Topographical Contours [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Topographical information and physical features to include contours at two (2) foot intervals.
Flood Elevations [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Show 100-Year & 50-Year floodplain and floodway boundaries (if applicable).
Drainage Areas [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Show all drainage areas and all proposed storm drainages areas with sizes if applicable.
Wooded Areas [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the boundaries of all adjacent wooded areas.
Private/Public Parks and Open Space [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Identify the dimensions, names and description of all private or public parks and open spaces, both existing and proposed.
Proposed Improvements [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate how the proposed improvements would relate to those in the surrounding area.
Water Sources [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate water sources in the Extraterritorial Jurisdiction (ETJ).
Sewage Disposal [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate sewage disposal method in the Extraterritorial Jurisdiction (ETJ).
Adjacent Properties [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Record owners of contiguous parcels of subdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats adjoining platted land by record name and by deed record volume and page.
Dedication [Final Plat, Preliminary Plat & Master Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the boundary lines, dimensions and descriptions, of spaces to be dedicated for public use of the inhabitants of the development.
Statement of Service [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide a detailed statement of how the proposed subdivision will be served by water, wastewater, roadway and drainage facilities that have adequate capacity to serve the development.
Standard Plat Wording [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide the appropriate plat wording provided in the application packet that details the designation of the entity responsible for the operation and maintenance of any commonly held property and a waiver releasing the city of such responsibility, a waiver releasing the City for damages in establishment or alteration of grade.
Legal Description [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Place the Legal Description (<i>Metes and Bounds Description/Field Notes</i>) where indicated in the Owner's Certificate per this agreement.
Storm Drainage Improvements Statement [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide the appropriate statement of developer responsibility for storm drainage improvements found in the application packet.
Dedication Language [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide the instrument of dedication or adoption signed by the owners, which is provided in this agreement.
Seal/Signature [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Required to have the seal and signature of surveyor responsible for the surveying the development and/or the preparation of the plat.
Public Improvement Statement [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide the appropriate statement indicating that no construction will be permitted until all public improvements are accepted by the City and County as provided in this agreement.
Plat Approval Signatures [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide a space for signatures attesting approval of the plat.
Compliance with Preliminary Plat [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Does the plat comply with all the special requirements developed in the preliminary plat review?

Exhibit 'C':
Checklist for Plat Submittals

Review Plans with Franchise Utility
Companies
[Final Plat & Preliminary Plat]

Review the proposed plans and plat with electric, gas, cable and phone companies.