

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: City – County Plat Approval Agreement, City of Rockwall – Engineering

On **June 4, 2012**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Joe Jaynes Not Present
Duncan Webb

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a City – County Plat Approval Agreement.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a City – County Plat Approval Agreement with the City of Rockwall for the enforcement of subdivision regulations within the City of Rockwall's ETJ (Extraterritorial Jurisdiction) and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Not Present

Joe Jaynes, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

STATE OF TEXAS
COUNTY OF COLLIN

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§
§

KNOW ALL MEN BY THESE PRESENTS:

CITY – COUNTY PLAT APPROVAL AGREEMENT

That this Agreement is entered into by and between the County of Collin, Texas ("County") and the City of Rockwall, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), enacted by the 77th Legislature of the State of Texas, and is to witness the following:

WHEREAS, County is a County operating under Sections 232.001-232.005 of the Local Government Code; and

WHEREAS, County does not contain extraterritorial jurisdiction of a municipality with a population of 1.9 million or more and is not within fifty miles of an international border and is not subject to Subchapter C, Chapter 232; and

WHEREAS, City is a home rule City of Texas, which has extraterritorial jurisdiction ("ETJ"), within Collin County, Texas, under the provisions of Chapter 42, Local Government Code; and

WHEREAS, House Bill 1445, effective September 1, 2001, Chapter 242, Local Government Code, was amended to require City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City;

NOW, THEREFORE, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. *City Granted Exclusive Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision Ordinance or other applicable codes or ordinances, and County shall no longer exercise any of these functions in the City's ETJ.
2. *One Office for Plat Applications, Fees Payments and Responses.* Pursuant to this Agreement, the Director of Planning and Development of the City is authorized to accept plat applications for tracts of land located in the ETJ of the City, to collect plat application fees established by law, and provide applicants one response indicating approval or denial of the plat application approving authority.

3. *Consolidated Regulations.* That the Subdivision Ordinance of the City is hereby established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, and will be enforced in the ETJ of the City.
4. *Areas Outside ETJ.* In an unincorporated area outside the ETJ of the City, the City may not regulate subdivisions or approve the filing of plats, and the County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the City's ETJ.
5. *Costs.* All costs involved with the approval of subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it.
6. *Periodic Review.* This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent Agreement in writing between the same parties.

Miscellaneous Provisions.

7. This Agreement shall not constitute an Agreement for the provision of governmental functions or services by either party for the other, except for the specific subject matter hereof.
8. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

County of Collin
ATTN: County Judge

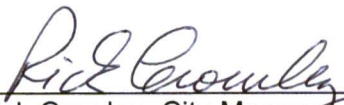
City of Rockwall
ATTN: City Manager
385 S. Goliad
Rockwall, Texas 75087

9. In the event any section, subsection, paragraph, sentence, phrase or word of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
10. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District of Collin County, Texas. This Agreement is performable in Collin County, Texas.
11. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereof.
13. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.
14. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
15. This Agreement is not intended to and does not extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.
16. All rights, orders, approvals, permits, and legal or administrative proceedings, with regard to subdivision plat of property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation.

This Agreement shall become effective on the 5th day of June, 2012.

City of Rockwall, Texas

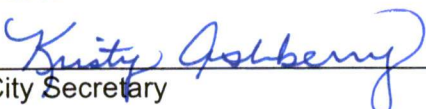
County of Collin, Texas

By: 
Rick Crowley, City Manager

By: 
County Judge

Attest:

Attest:


City Secretary


Secretary

Date: May 9, 2012

Date: 6/5/12