

**COMMISSIONERS COURT  
SPECIAL SESSION  
April 1, 2002**

The Hunt County Commissioners Court met this day at 10:00 A.M. for a Special Session. All Commissioners present with Judge Joe Bobbitt presiding.

8313 On the motion by Phillip Martin, second by Kenneth Thornton, the Court approved Interlocal Agreements concerning regulation of subdivision plats in extraterritorial jurisdiction on the following:

Cities to retain ETJ jurisdiction:

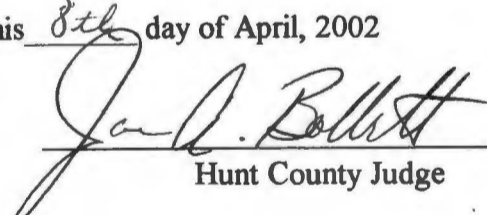
Greenville  
Royse City  
Caddo Mills  
Commerce  
West Tawakoni

County to retain ETJ jurisdiction:

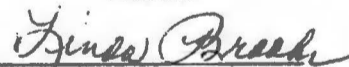
Lone Oak  
Hawk Cove  
Campbell  
Wolfe City  
Celeste

Since the Court has not been contacted by Neylandville or Quinlan, these will remain the same – under dual jurisdiction. Judge Bobbitt noted contract from Commerce to be submitted at a later date. *See Attachments.*

\_\_\_\_\_ Court Adjourned. Minutes approved this 8<sup>th</sup> day of April, 2002

  
\_\_\_\_\_  
Hunt County Judge

Attest:

  
\_\_\_\_\_  
Hunt County Clerk

#8313

FILED FOR RECORD  
 at 3 o'clock M  
 APR 01 2002  
 LINDA BROOKS  
 County Clerk, Hunt County, Tex.  
 By [Signature]

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provision of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF GREENVILLE, TEXAS** ("City"), a political subdivision of the State of Texas, and the **COUNTY OF HUNT, TEXAS** ("County"), also a political subdivision of the State of Texas.

**WHEREAS**, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

**WHEREAS**, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

**WHEREAS**, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

**WHEREAS**, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

**WHEREAS**, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

**NOW, THEREFORE**, City and County, for the mutual consideration stated herein, agree and understand as follows:

1. **CITY GRANTED EXCLUSIVE JURISDICTION.** City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ.

2. **ETJ EXPANSION OR REDUCTION.** Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or

reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. **MISCELLANEOUS.**

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hunt County, Texas.

d. This Agreement grants Greenville exclusive jurisdiction to regulate subdivision plats and approve related permits set forth herein, accordingly Greenville will be solely responsible for all costs and expenses related thereto, and shall not look to Hunt County for any reimbursement of same.

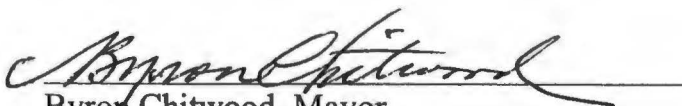
e. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never compromised a part hereof; and the remaining provisions shall continue in full force and effect.

f. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Greenville nor Hunt County waives any immunity or defense that would otherwise be available to it against claims by third parties.

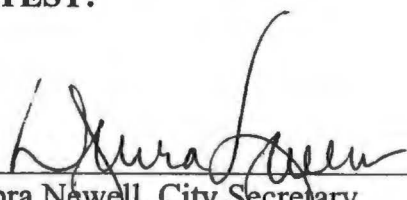
g. This Agreement shall be effective immediately upon approval of the City of Greenville and Hunt County.

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF GREENVILLE, TEXAS**, in its meeting held on the 26th day of March, 2002, and executed by its authorized representative.

CITY OF GREENVILLE, TEXAS

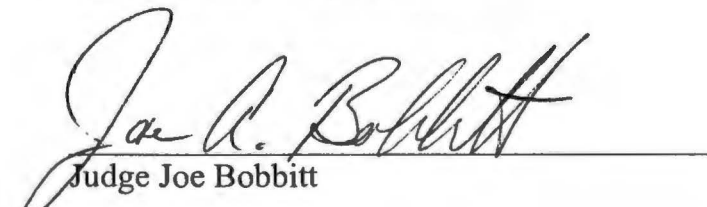
  
Byron Chitwood, Mayor

ATTEST:

  
Debra Newell, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 1 day of April, 2002, and executed by its authorized representative.

HUNT COUNTY, TEXAS

  
Judge Joe Bobbitt

ATTEST:

  
Linda Brooks, County Clerk

ORDINANCE NO. 02-064

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENVILLE AND HUNT COUNTY FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF GREENVILLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that entering into an Interlocal Agreement with Hunt County for Subdivision Regulation within the Extraterritorial Jurisdiction (ETJ) of the City of Greenville is in the interest of the Citizens of Greenville;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS:**


**SECTION 1.** That the City Council of the City of Greenville hereby approves the Interlocal Agreement between the City of Greenville and Hunt County, attached hereto as Exhibit "A".

**SECTION 2.** This Ordinance shall take effect and be in full force on the 26<sup>th</sup> day of March, 2002.

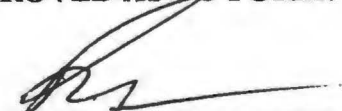
**PASSED AND APPROVED**, this the 26th day of March, 2002.

  
Byron Chitwood, Mayor

**ATTEST:**

  
Debra Newell, City Secretary

**APPROVED AS TO FORM:**

  
Robert L. Scott, City Attorney

#8313

CITY OF ROYSE CITY, TEXAS  
RESOLUTION NO. 02-03-282R

FILED FOR RECORD  
at 7 o'clock  
APR 01 2002  
By County Clerk, Hunt County, Texas  
LINDA BROOKS  
County Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROYSE CITY, FOR ROCKWALL COUNTY, COLLIN COUNTY AND HUNT COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT TO REGULATE SUBDIVISION PLATS AND RELATED PERMITS IN THE CITY'S EXTRA-TERRITORIAL JURISDICTION BETWEEN THE CITY OF ROYSE CITY AND ROCKWALL COUNTY, COLLIN COUNTY AND HUNT COUNTY, TEXAS; PROVIDING FOR EXCLUSIVE CITY CONTROL OF SUBDIVISION REGULATIONS IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT AND ANY RELATED DOCUMENTS NECESSARY TO CARRY OUT ITS PURPOSE AND INTENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 242.001 of Texas Local Government Code was enacted to require cities and counties to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the Extra-Territorial Jurisdiction of the city; and

WHEREAS, the Royse City, City Council has been presented a proposed Interlocal Cooperation Agreement by Rockwall County, Collin County and Hunt County, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City Council, on behalf of the City of Royse City, hereinafter referred to as "City", finds that the terms and conditions thereof are in the best interests of the City and should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROYSE CITY FOR ROCKWALL COUNTY, COLLIN COUNTY AND HUNT COUNTY, TEXAS AS FOLLOWS:

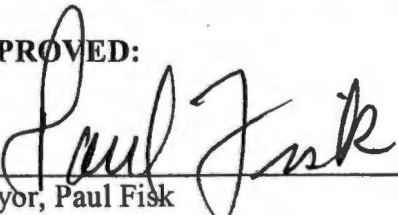
SECTION 1. The terms and conditions of the Agreement attached hereto as Exhibit A entitled "Agreement to Regulate Subdivision Plats and Related Permits in the City's Extra-Territorial Jurisdiction" are approved.

**SECTION 2.** The Mayor of the City is designated and authorized to execute the Agreement and all other documents necessary in connection thereof on behalf of the City, in order to carry out the intent and purposes of the Agreement.

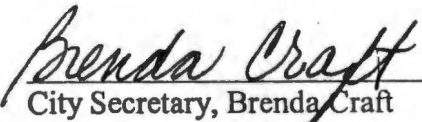
**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of the Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY RESOLVED** by the City Council of the City of Royse City, Rockwall County, Collin County and Hunt County, Texas on this the 12<sup>th</sup> day of March, 2002.

**APPROVED:**

  
\_\_\_\_\_  
Mayor, Paul Fisk

**ATTEST:**

  
\_\_\_\_\_  
City Secretary, Brenda Craft

**EXHIBIT "A"****AGREEMENT TO REGULATE SUBDIVISION PLATS AND RELATED PERMITS IN THE CITY'S EXTRATERRITORIAL JURISDICTION**

This Agreement to Regulate Subdivision Plats and Related Permits in the City's Extraterritorial Jurisdiction ("Agreement") is made and entered into by and between the City of Royse City, Texas ("City") and the County of Hunt, Texas ("County") under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code.

WHEREAS, House Bill 1445 amended Section 242.001 of the Local Government Code to require that counties and cities enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and related permits within the City's extraterritorial jurisdiction ("ETJ") that is located in County, and

WHEREAS, City and County desire to comply with Section 242.001 of the Local Government Code as amended by House Bill 1445.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and policies expressed herein, City and County agree as follows:

1. **ETJ Boundaries.** A portion of the City's ETJ is located within the County. A map identifying the location of the ETJ as of the date of this Agreement is attached hereto as Exhibit A. The parties recognize that the boundaries of the ETJ may change in the future and acknowledge that this Agreement is meant to apply to the City's entire ETJ that is located within County as it exists now or may exist in the future. The City shall give notice of such change of the City's ETJ boundary by filing with the County Clerk a copy of the ordinance or document changing the ETJ, and all actions required by this paragraph shall be considered by



the parties to be full compliance with the amendment and notice requirements of Section 242.001(c) of the Texas Local Government Code.

2. Regulation by City. All subdivision plats and related permits for subdivisions located in the City's ETJ shall be regulated by the City and comply with all City ordinances, as they exist or may be amended.

3. Submission to City. All plat applications, related documents and related permit applications shall be submitted to the City Administrator or his or her designee.

4. Term. The term of this Agreement is twenty-five (25) years, commencing on the date both County and City have executed this Agreement.

5. Miscellaneous.

- a) The Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hunt County, Texas.
- b) The individuals executing this Agreement on behalf of the respective parties below represent to each other and to the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.
- c) This Agreement is executed by the parties hereto without coercion or duress

and for substantial consideration, the sufficiency of which is forever confessed.

- d) Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to the City of Royse City shall be sufficient if made or addressed to the City Administrator, City of Royse City, ~~124 South Arch Street~~ **100 W. MAIN**, P.O. Box 638, Royse City, Texas, 75189. Notice to Hunt County shall be sufficient if made or addressed to County Judge, Joe A. Bobbitt, Courthouse, 2500 Lee Street, P.O. Box 1097, Greenville, Texas 75403-1097. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.
- e) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- f) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- g) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

- h) The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.
- i) This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the latest date as reflected by the signatures below.

CITY OF ROYSE CITY, TEXAS

By: Paul Fink  
 Its: Mayor  
 Date: 3-13-02

HUNT COUNTY, TEXAS

By: Joe A. Bell  
 Its: \_\_\_\_\_  
 Date: 4-1-02

# 8313

**AGREEMENT PROVIDING FOR SUBDIVISION  
REGULATION BY THE MUNICIPALITY WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.**

**FILED FOR RECORDS**  
at 2 o'clock  
**APR 01 2002**  
LINDA BROOKS  
County Clerk, Hunt County, Tex.

This Agreement is made by and between the City of Caddo Mills, A municipality located within Hunt County, Texas (hereinafter "the City") and Hunt County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

**1. RECITALS**

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality of submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

**2. AGREEMENT**

**2.1** The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.

**2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation of the County.**

**2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.**

**2.4 As required by Section 242.001© of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;**

**2.5 The City Specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.**

**2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.**

**2.7 This agreement does not extend the liability of the parties, Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.**

### **3. TERM OF AGREEMENT**

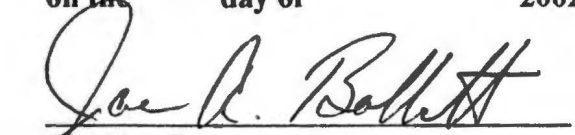
**The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.**

**IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be**

executed. It shall become effective upon the date that both parties have signed this Agreement.

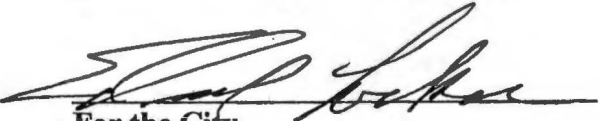
AGREED to and ADOPTED by the Commissioners Court of Hunt County, Texas

on the            day of            2002.

  
\_\_\_\_\_  
For the County

AGREED to and ADOPTED by governing body of \_ Caddo Mills

on the 12<sup>th</sup> day of March, 2002.

  
\_\_\_\_\_  
For the City

# 8313

**FILED FOR RECORD**  
 at 10:15 o'clock   A   M  
 APR 01 2002

LINDA BROOKS  
 County Clerk, Hunt County, Tex.

By Jan Stewart

**AGREEMENT PROVIDING FOR SUBDIVISION  
 REGULATION BY THE MUNICIPALITY WITHIN THE  
 EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.**

This Agreement is made by and between **City of Commerce**, a municipality located within **Hunt County, Texas** (hereinafter "the City") and **Hunt County, Texas**, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

**1. RECITALS**

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code ; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

## 2. AGREEMENT

- 2.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate sub division plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.
- 2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c ) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The County agrees that, because it does not desire to have the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

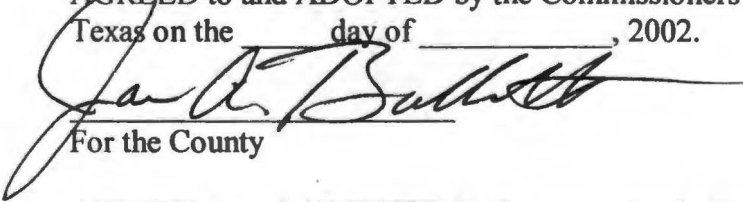


3. TERMS OF AGREEMENT

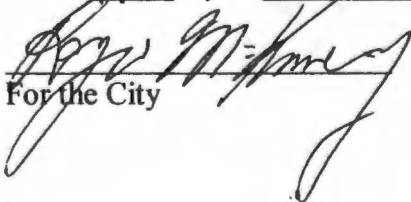
The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without causes by notifying the other party not later that 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of \_\_\_\_\_, County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

  
For the County

AGREED to and ADOPTED by the governing body of City of Commerce on the 19 day of March, 2002:

  
For the City

Approved by the Commissioners Court for Hunt County, Texas, this the 1<sup>st</sup> day of April, 2002 and executed by its authorized representative.

Hunt County,  
By: Joe A. Bobbitt  
County Judge

Attest:

Linda Brash  
County Clerk

#8313

INTERLOCAL AGREEMENT

FILED FOR RECORD  
 at 3 o'clock  
 APR 01 2002  
 By County Clerk, Hunt County, Tex.  
 LINDA BROOKS  
 County Clerk

THIS INTERLOCAL AGREEMENT is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and House Bill 1445, enacted by the Texas Legislature during its 77<sup>th</sup> Legislative Session, by and between the CITY OF WEST TAWAKONI, TEXAS, a political subdivision of the State of Texas, and the COUNTY OF HUNT, TEXAS, also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires city and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that city be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows:

1. **City Granted Exclusive Jurisdiction.** City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ.
2. **ETJ Expansion or Reduction.** Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such expansion or reduction.
3. **Miscellaneous.**

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hunt County, Texas.
- d. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither city nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- f. This Agreement shall be effective as of April 1, 2002.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF WEST TAWAKONI, TEXAS, in its meeting held on the 13<sup>th</sup> day of March, 2002, and executed by its authorized representative.

CITY OF WEST TAWAKONI, TEXAS

By: 

City Administrator

ATTEST:



City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR **HUNT COUNTY, TEXAS**, in its meeting held on the 1 day of April, 2002, and executed by its authorized representative.

Hunt COUNTY  
By: Jan A. Ballitt  
County Judge

**ATTEST:**

Linda Breaker  
County Clerk

Mar-06-02 10:54A

# 8313

FILED FOR RECORD  
at 3 o'clock  
APR 01 2002  
By County Clerk, Hunt County, Tex.  
LINDA BROOKS

**AGREEMENT PROVIDING FOR SUBDIVISION  
REGULATION BY THE COUNTY WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.**

This Agreement is made by and between City of Lone Oak, a municipality located within Hunt County, Texas (hereinafter "the City") and Hunt County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by the Section 242.001 of the Texas Local Government Code.

**1. RECITALS**

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

## 2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Hunt County, Texas on the 1 day of April, 2002.

Joe A. Bullitt  
For the County

AGREED to and ADOPTED by governing body of Lone Oak on the 11th day of March, 2002:

Harold Stinson, Mayor  
For the City



01/10/1994 06:27 9034475330

CITY OF HAWK COUE

PAGE 02

Mar-06-02 11:11A

P.04

# 8313

FILED FOR RECORD  
at 2 o'clock  
APR 01 2002  
By County Clerk, Hunt County, Texas  
LINDA BROOKS

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.**

This Agreement is made by and between Hawk Coue a municipality located within Hunt County, Texas (hereinafter "the City") and Hunt County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by the Section 242.001 of the Texas Local Government Code.

**1. RECITALS**

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

## 2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement: at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of  
Hunt County, Texas on the 1 day of  
April, 2002.

Joe A. Ballitt  
For the County

AGREED to and ADOPTED by governing body of Hawk Cove  
on the 15th day of March, 2002:

Una Hansen, Mayor  
For the City

MAR-05-02 06:07P

# 8313

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.**

FILED FOR  
at 3 o'clock  
APR 01 2002  
By County Clerk, LINDA BROOKS  
Hunt County, Tex.

This Agreement is made by and between Campbell, a municipality located within Hunt County, Texas (hereinafter "the City") and Hunt County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by the Section 242.001 of the Texas Local Government Code.

**1. RECITALS**

**WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

*Cancelled*

## 2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 1 day of April, 2002, and executed by its authorized representative.

Hunt COUNTY  
By: Joel C. Ballitt  
County Judge

ATTEST:

Linda Brooks  
County Clerk

COMMISSIONERS COURT  
REGULAR SESSION  
February 13, 2006

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:


The Court acknowledged presentation of "Certificate of Appreciation" to the Hunt County Fair Board members Joe Johnson and Dwayne Patterson, for help in dealing with Hurricane Katrina.

9703 On the motion by Jim Latham, second by Kenneth Thornton, the Court approved the Quarterly Report from the Northeast Texas Children's Museum presented by Mary Paz.

— 'Discuss & possibly approve contract with Hubbard Communications Group to audit telecom services – presented by Jerry Hubbard.' The Court agreed to accept submitted contract to allow time for County Attorney to view contract and compare current contracts to make sure the County gets the best discounted rate-agreement to place item on Old Business next Court. Mr. Hubbard advised the Court, Hubbard Communication gets their pay from ½ of County's refund.

9704 On the motion by Latham, second by Phillip Martin, the Court approved the 2006 Contract Amendment for Public Health Services between the Texas Department of Health, Hunt County and the City of Greenville for six month contract. *See Attachment.*

9705 On the motion by Ralph Green, second by Martin, the Court approved transfer of funds (approximately \$6,388.00) into part time help within current budget of Constable Pct 4 - Cullen Smith, due to his recent illness. Currently, Mr. Smith handles all the mobile home tax seizures, serves child support papers, serves as Bailiff and serves papers from Dallas, therefore, someone needs to be available in his absence.

 9706 On the motion by Latham, second by Green, the Court approved cancellation of subdivision agreement, to return ETJ authority back to the City of Campbell.

9707 On the motion by Martin, second by Latham, the Court approved funds up to approximately \$11,000 from Contingency Funds for repair to the Sheriff's Radio Tower,

Mar-06-02 11:06A

# 8313

P.04

AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

FILED FOR RECORD M  
at 3 o'clock  
APR 01 2002  
By County Clerk, Hunt County, Texas  
LINDA BROOKS

This Agreement is made by and between The City of Wolfe City a municipality located within Hunt County, Texas (hereinafter "the City") and Hunt County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by the Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

*MM*



## 2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Hunt County, Texas on the 1 day of April, 2002.

Joel A. Ballitt  
For the County

AGREED to and ADOPTED by governing body of Waller City, TX on the 20th day of March, 2002:

Mayor Robert C. Lewis, Jr.  
For the City

MAR-15-02 10:41 AM CITY.OF.CELESTE  
 Mar-06-02 11:01A

9035684448

P.02

# 8313

AGREEMENT PROVIDING FOR SUBDIVISION  
 REGULATION BY THE COUNTY WITHIN THE  
 EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

P.04  
 FILED FOR REC...  
 at 3 o'clock  
 APR 01 2002  
 LINDA BROOKS  
 County Clerk, Hunt County, TX  
 By County Clerk, Hunt County, TX

This Agreement is made by and between Celeste  
 a municipality located within Hunt County, Texas (hereinafter "the  
 City") and Hunt County, Texas, a political subdivision of the  
 State of Texas (hereinafter "the County"), as required by the Section  
 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

## 2. AGREEMENT

- 2.1 The County and the City agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plans and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the County agrees that it will provide the City with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the City.
- 2.3 In further consideration of this agreement, the County agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the City and provide the City an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The City agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration to receive for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 15 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of  
Hunt County, Texas on the 1 day of  
April, 2002.

Joe A. Ballitt  
For the County

AGREED to and ADOPTED by governing body of City of Celeste  
on the 15 day of March, 2002.

Dr. James  
For the City

496  
FILED FOR RECORD  
10:60  
12:20'clock  
APR 28 2008  
LINDA BROOKS  
County Clerk  
Hunt County, Texas

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF HUNT AND THE CITY OF UNION VALLEY REGARDING  
PLAT APPROVAL AND SALES TAX JURISDICTION IN THE CITY'S ETJ**

**WHEREAS**, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

**WHEREAS**, Union Valley, Texas (hereinafter "City"), a political subdivision of the State of Texas, and Hunt County Texas ("Hunt County" or "County"), also a political subdivision of the State of Texas, wish to enter into an INTERLOCAL COOPERATION AGREEMENT ("Agreement") for tracts of land located in the extraterritorial jurisdiction ("ETJ") of the City conveying exclusive jurisdiction to regulate subdivision plats and approve related permits on the City, with certain exceptions, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, codified in Local Government Code §§ 242.001-.002, and this Agreement is entered into pursuant to same by and between the City and Hunt County; and,

**WHEREAS**, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas, and the Interlocal Cooperation Act, specifically Local Government Code § 791.011, regarding contracts to perform governmental functions and services, allows local governments to contract with one another to perform governmental functions; and

**WHEREAS**, the functions or services contracted for and to be provided by this agreement are within the definition of Governmental function and services as defined by § 791.003 of the Government Code pursuant to Local Government Code §§ 242.001-.002 that requires the City and Hunt County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of the City; and

**WHEREAS**, Local Government Code §§ 242.001-.002 allows the City and Hunt County to agree that the City shall regulate subdivision plats and approve related permits in the ETJ exclusively; and

**WHEREAS**, the City and County find that amendments to that Agreement will provide greater benefit to the public by providing for City regulation of growth and for the safety, health and general welfare of the inhabitants of all persons residing in the ETJ and throughout Hunt County; and,

**NOW, THEREFORE**, for the mutual consideration stated herein, the parties agree and understand as follows:

1. Authorization: This Agreement has been authorized by the governing body of each party to this contract. The individuals executing this Agreement on behalf of the respective parties below each represent that all appropriate and necessary action has been taken to authorize such individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, and that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
2. Automatic Extension: This Agreement shall automatically apply to any areas that become part of the City's ETJ as a result of any annexations or disannexation without the necessity of any amendment to this Agreement and will no longer apply to those areas annexed into the City.
3. Notification of Boundary Change: Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by filing a copy of the applicable ordinance and a new map of the ETJ of the City with the County Clerk.
4. Entire Agreement: This Agreement supersedes the original agreement executed by the City and the County for regulation of plats and related permits in the City's ETJ and expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
5. Binding Obligation. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
6. Applicable Law and Venue: This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hunt County, Texas.
7. Severability: If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent

with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.

8. Joint Preparation: This Agreement has been drafted jointly by the parties and their legal representatives.
9. Multiple Copies: This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
10. No Waiver: The Agreement is not intended to extend the liability of the parties. Neither the City nor Hunt County waives any immunity or defense that would otherwise be available to it against claims by third parties. Reviews of construction plans and inspections of improvements authorized in this Agreement do not substitute or replace the requirements as outlined in "The Texas Engineering Practice Act" that all public works projects be designed by and constructed under the direct supervision of a licensed professional engineer and that responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. Such reviews and inspections do not substitute or replace the requirements that the plats, plans and the construction of the infrastructure meet the governing requirements of applicable law and regulations, which responsibility shall remain with the applicant or developer seeking plat approval and his engineer at all times. Neither the County nor the City nor any personnel of the City or County shall have any liability to each other or to third parties for any failure to inspect or review plans or plats or for any faulty or negligent inspection, review or approval of plats and plans.
11. Term of Agreement. The County and the City mutually agree that the term of this Agreement shall be 25 years, commencing on the date that both the City and the County have executed the Agreement. This Agreement may be renewed by the mutual agreement of the parties for an additional term or terms as needed at or near the end of the initial term.
12. Breach: The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
13. Regulation by City: The City and the County agree that all applications for subdivision plats and related permits for land located in the City's ETJ shall be accepted, processed, decided and enforced by the City. At the first or second regularly-scheduled meeting following the full execution of this agreement, the City will adopt the County's subdivision rules and regulations without changes. Subdivision and related permit applications shall be submitted to the City's sitting Mayor, or other party designated by the City for such purposes. Each plat will be presented for discussion and vote at a regularly-scheduled City Commissioners' meeting. Upon approval of a final plat application and satisfaction of any



conditions, the City shall send a copy of the approved plat to the County Clerk for filing.

14. Exceptions: The County expressly assigns and delegates solely to the City the County's authority to approve and enforce subdivision plats and related permits in the City's ETJ, The County further assigns and delegates solely to the City the County's authority to review plats that constitute minor plats under the City's subdivision regulations. Nothing in this Agreement, however, shall be construed as a waiver of the County's authority to approve, condition, and enforce regulations that are not enforceable by a municipality within its extraterritorial jurisdiction, or that do not constitute subdivision regulations pursuant to Tex. Loc. Gov't Code Chapters 212 or 232. The County hereby expressly reserves authority to regulate and inspect on-site sewage facilities under the Texas Health and Safety Code Chapter 366 or Texas Administrative Code ("TAC") Chapter 285, unless the City becomes an authorized agent of the Texas Commission on Environmental Quality under TAC § 285.10 and otherwise becomes permitted to act as an authorized agent inside the ETJ by applicable law, the Texas Commission on Environmental Quality Rules regarding on-site sewage facilities, and an appropriate interlocal agreement is executed between the parties. The County also expressly reserves its authority to approve permits, perform inspections and enforce building code requirements in the City's ETJ.
15. Dedication of Property and County Maintenance: Property to be dedicated for public use, such as public rights-of-way, shall be dedicated to the County. Individuals and entities desiring to dedicate property to the County, including but not limited to streets, alleys, storm sewers, drains, lighting, parks, green belt areas and other such structures or facilities shall be responsible to clearly so indicate on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication by the County without formal approval of the Hunt County Commissioners Court. The County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout the County.
16. Engineers' or Representatives' Duties: The County Engineer and other persons designated by the City or County will advise and assist in coordination of infrastructure installation in the ETJ during or after plat approval, as may be necessary in their professional judgment. Since both the City and County have an interest in confirming that the infrastructure be installed in full compliance with the approved plans and in accordance with the approved specifications, both City and County engineers, representatives or designees shall have the opportunity to inspect the installation of said infrastructure at such times as are generally considered appropriate in the engineering field to assure that installations are in fact in compliance with the approved specifications.
17. Plats Subject to Agreement: The plats which will be subject to this Agreement are all plats, including preliminary, amended, revised or final, having any portion of

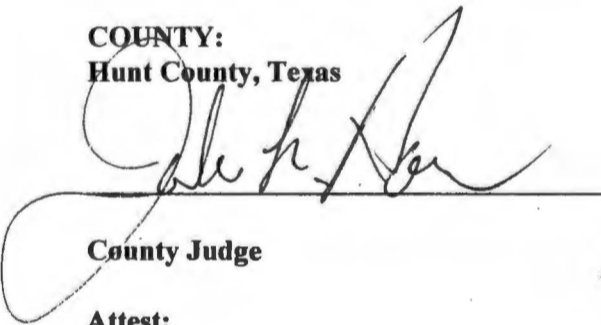
the plat property inside the City's ETJ and for which either the City or County would have jurisdiction under any applicable law. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction after the date of amendment of the ETJ. The party receiving an application for a plat approval for which the party has no jurisdiction will direct the developer to the appropriate office.

- 18. Vested Rights: No vested rights shall be acquired through filing of an application for approval of any plat or related permit application that subsequently expires for incompleteness, or that is subsequently denied.
- 19. Sales Tax Authority: The City and the County agree that Union Valley may enact a sales tax in the ETJ through ordinance and election to the extent permitted by law, and that all revenues collected will be remitted to the City's general fund.
- 20. Effective Date: This Agreement shall become effective on May 1, 2008.

**EXECUTED in duplicate this the 28<sup>th</sup> day of April, 2008.**

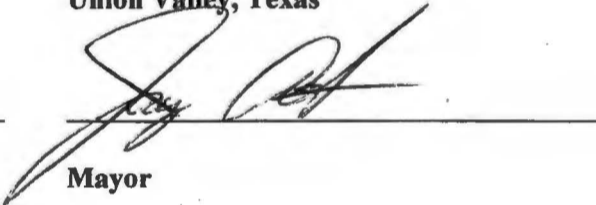
**COUNTY:**  
**Hunt County, Texas**

**CITY:**  
**Union Valley, Texas**




---

**County Judge**




---

**Mayor**

**Attest:**

**Attest:**




---

**Hunt County Clerk**




---

**City Clerk**

11,177

INTERLOCAL AGREEMENT

FILED FOR RECORD  
at 10:30 o'clock  
JUN 22 2009

This INTERLOCAL AGREEMENT ("Agreement") is entered into and in witness whereof, the County of Hunt, Texas, by its County Clerk, *Debra Brooks*, and the City of Quinlan, Texas, by its City Clerk, *John Smith*, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Hunt, Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and understand as follows:

1. CITY GRANTED EXCLUSIVE JURISDICTION. City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ.
2. ETJ EXPANSION OR REDUCTION. Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall

continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

3. MISCELLANEOUS.

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- c. This Agreement shall be constructed on accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Hunt County, Texas.
- d. This Agreement grants Quinlan exclusive jurisdiction to regulate subdivision plats and approve related permits set forth herein, accordingly Quinlan will be solely responsible for all costs and expenses related thereto, and shall not look to Hunt County for any reimbursement.
- e. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision never compromised a part hereof; and the remaining provisions shall continue in full force and effect.
- f. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Quinlan nor Hunt County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- g. This Agreement shall be effective immediately upon approval of the City Of Quinlan and Hunt County.

APPROVED BY THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, in its meeting held on the 13<sup>th</sup> day of April, 2009, and executed by its authorized representative.

CITY OF QUINLAN, TEXAS

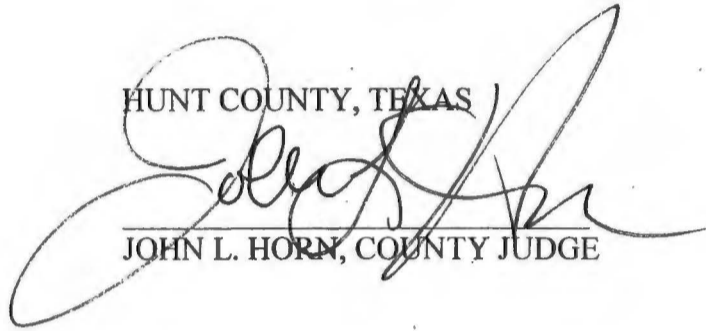
  
SHARON ROYAL, MAYOR

ATTEST:

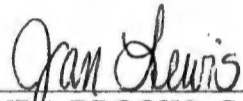
  
VICTORIA RADUECHEL, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 22 day of June, 2009, and executed by its authorized representative.

HUNT COUNTY, TEXAS

  
JOHN L. HORN, COUNTY JUDGE

ATTEST:

  
LINDA BROOKS, County Clerk

11, 639

**City-County Plat Approval Agreement**  
(Farmersville – Hunt County)

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO.  
10 AUG 24 AM 11:56  
DEPUTY *[Signature]*

This City-County Plat Approval Agreement ("Agreement") is entered into by and between the County of Hunt, Texas ("County") and the City of Farmersville, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), passed by the 77<sup>th</sup> Legislature of the State of Texas, and is to witness the following:

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

WHEREAS, County does not contain extra-territorial 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 Type A General Law City situated in Collin County, Texas; and

WHEREAS, City recently annexed land into its corporate limits that extends to and abuts the Hunt County/Collin County line; and

WHEREAS, City now has extraterritorial jurisdiction ("ETJ") under the provision of Chapter 42 of the Texas Local Government Code that extends into and is situated within Hunt County; and

WHEREAS, House Bill 1445, effective September 1 2001, as Section 242.001, Local Government Code, was enacted 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 development and construction related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision Regulations and other applicable codes and ordinances to the full extent allowed by Texas law, and County shall no longer exercise any of these functions in the City's ETJ.
2. *One Office for Plat Applications, Fee Payments and Responses.* Pursuant to this Agreement, the City Secretary or his/her designee 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 by the appropriate approving authority.

3. *Consolidated Regulations.* That the Subdivision Regulations of the City are 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 Texas 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 development and construction 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 in the City's ETJ under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City shall be and remain the property of the City.
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 and signed by the 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 set forth herein.
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:

City of Farmersville  
Attn: City Manager  
205 South Main  
Farmersville, Texas 75442


Hunt County  
Attn: County Judge  
2507 Lee Street, 2<sup>nd</sup> Floor  
Greenville, Texas 75401

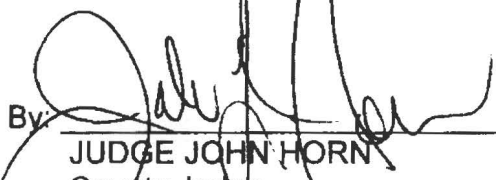
- 9. In the event any section, subsection, paragraph, sentence, phrase or word of this Agreement shall be held invalid, illegal, or unconstitutional, the balance of the Agreement shall be severable, and shall be enforced as if the parties intended to delete the invalid portion.
- 10. This Agreement shall be construed under the laws of the State of Texas. Venue for any action between City and County under this Agreement shall be the State District Courts of Hunt County, Texas. Venue for all other actions shall be the State District Courts 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. The City and County are not entering into a joint enterprise.
- 16. All rights, orders, approvals, permits and legal or administrative proceedings, with regard to a subdivision plat or 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 23 day of August, 2010.

CITY OF FARMERSVILLE, TEXAS

HUNT COUNTY, TEXAS

By:   
 \_\_\_\_\_  
 JOSEPH E. HELMSBERGER, P.E.  
 Mayor

By:   
 \_\_\_\_\_  
 JUDGE JOHN HORN  
 County Judge



ATTEST:

*Edie Sims*  
EDIE SIMS, City Secretary

Date: 8.10.10

ATTEST:

*Linda Brooks*  
LINDA BROOKS, County Clerk

Date: 8.23.10

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney



COURT ORDER NO. 2017-\_\_\_\_\_

#14,909

FILED FOR RECORD  
at 11:30 o'clock *AM*

DEC 12 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

THE STATE  
OF TEXAS

AGREEMENTS  
INTERLOCAL/ENFORCEMENT  
OF SUBDIVISION  
REGULATIONS  
CITY'S EXTRATERRITORIAL  
JURISDICTION ENGINEERING

COUNTY  
OF HUNT

On December 12, 2017, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:

John Horn	County Judge, Presiding
Eric Evans	Commissioner, Precinct 1
Tod McMahan	Commissioner, Precinct 2
Phillip Martin	Commissioner, Precinct 3
Jim Latham	Commissioner, Precinct 4

During such session the court considered approval of an Interlocal Agreement with the City of Blue Ridge for the Enforcement of Subdivision Regulations within the cities' Extraterritorial Jurisdiction (ETJ).

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Blue Ridge for the Enforcement of Subdivision Regulations within the cities' Extraterritorial Jurisdiction (ETJ) and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.

*[Signature]*  
John Horn, County Judge

*[Signature]*  
Eric Evans, Commissioner, Pct. 1

*[Signature]*  
Tod McMahan, Commissioner, Pct. 2

*[Signature]*  
Phillip Martin, Commissioner, Pct. 3

*[Signature]*  
Jim Latham, Commissioner, Pct. 4

ATTEST:

*[Signature]*  
Clerk of Commissioners' Court

Hunt County, Texas



**STATE OF TEXAS**

§  
§  
§

**KNOWN ALL MEN BY THESE PRESENTS**

**HUNT COUNTY**

**CITY-COUNTY PLAT APPROVAL AGREEMENT  
(Exclusive City Control)**

That this Interlocal Cooperation Agreement ("Agreement") is entered into by and between the County of Hunt, Texas ("County") and the City Of Blue Ridge, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), passed by the 77th Legislature of the State of Texas, and is to witness the following:

WHEREAS, County is 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 general law city, town or village of Hunt County, Texas, which has extraterritorial jurisdiction ("ETJ") under the provisions of Chapter 42, Local Government Code; and

WHEREAS, House Bill 1445, effective September 1, 2001, as Section 242.001, Local Government Code, was enacted that identifies the government entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City; and

WHEREAS, the Agreement is in accordance with the requirements of Tex. Loc. Gov't Code Chapter 242, which requires that the City and the County enter into a written agreement pertaining to regulation of subdivision plats and other matters in the Extraterritorial Jurisdiction ("ETJ") of the City; and

WHEREAS, the City and the 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

WHEREAS, both the City and the County desire that the City be granted exclusive jurisdiction to regulate plats, enforce building codes, make inspections and review permits, with associated fees in the City's ETJ under Chapter 212, Texas Local Government Code, except as stated otherwise in this Agreement; and

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, approve all related permits, enforce building codes, make inspections and collect associated fees including engineering reviews and inspection fees in its ETJ in accordance with Chapters 212 and 232 of the Local Government Code, its adopted Subdivision Regulations 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, Fee Payments and Responses.* Pursuant to this Agreement, the City Secretary or his/her designee 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 by the appropriate approving authority.
3. *Consolidated Regulations.* That the Subdivision Regulations of the City are 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 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 the subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City will be the property of the City.
6. This Agreement does not affect floodplain enforcement outside of the City Limits. The County will continue to be responsible for floodplain enforcement within the ETJ according to the County's Subdivision Rules and Regulations.
7. The County will continue to be responsible for accepting all County public improvements that are located in the ETJ and are to be maintained by the County. The dedication and acceptance of the public improvements by the County must adhere to the County's Road Acceptance Procedures set forth in the County's Subdivision Rules and Regulations.
8. The County agrees that it will not accept for filing any application for plat approval, permits or inspections for land within the City's ETJ following the effective date of the Agreement.
9. *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.

10. *Renewal.* This Agreement is for a period of one (1) year, commencing on \_\_\_\_ day of \_\_\_\_\_, 2017. This agreement shall automatically renew annually, unless cancelled or modified at any time by either party hereto by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

*Miscellaneous Provisions.*

11. 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.
12. 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:

City of Blue Ridge  
200 W. FM 545  
Blue Ridge, Texas 75424

Hunt County Engineering Dept.

Mark Hickman  
Mark T. Hickman

13. *Breach.* The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
14. *Non-Waiver.* The waiver by either party 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 from suit or liability to which it is entitled under applicable law.
15. In the event any section, subsection, paragraph, sentence, phrase or work 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.
16. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be Hunt County, Texas. This Agreement is performable in Hunt County, Texas.
17. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
18. 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 hereto.
19. 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.

20. 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.
21. 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. The City and County are not entering into a joint enterprise.
22. All rights, orders, approvals, permits and legal or administrative proceedings, with regard to a 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 21<sup>st</sup> day of December 2017.

CITY OF BLUE RIDGE, TEXAS

By: Rhonda Williams

Name: RHONDA WILLIAMS

Title: MAYOR

HUNT COUNTY, TEXAS

By: [Signature]

Name: John L. Hays

Title: COUNTY JUDGE

ATTEST:

[Signature]

Date: DECEMBER 21, 2017

ATTEST:

[Signature]

Date: December 12, 2017



FILED FOR RECORD  
at 11:20 o'clock 11 M

JAN 26 2018

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

