

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 *J. 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  
Eric Evans  
Tod McMahan  
Phillip Martin  
Jim Latham

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

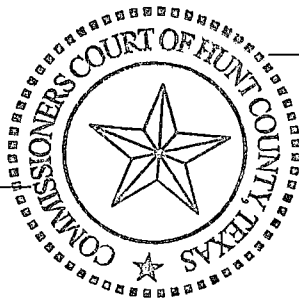
*[Signature]*  
\_\_\_\_\_  
Phillip Martin, Commissioner, Pct. 3

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

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Clerk of Commissioners' Court

Hunt County, Texas



STATE OF TEXAS

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**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 \_\_ day of \_\_\_\_\_, 2017.

CITY OF BLUE RIDGE, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

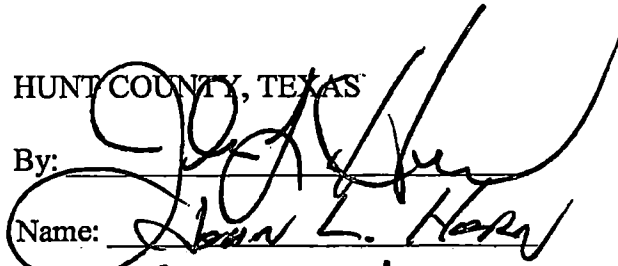
Title: \_\_\_\_\_

ATTEST :

\_\_\_\_\_

Date: \_\_\_\_\_

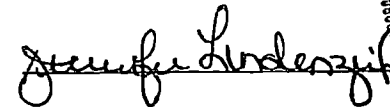
HUNT COUNTY, TEXAS

By: 

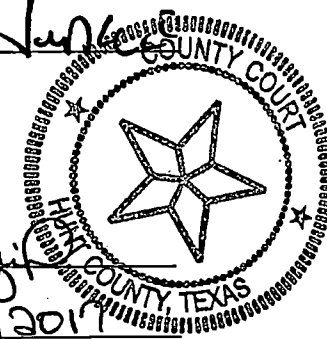
Name: John L. Hays

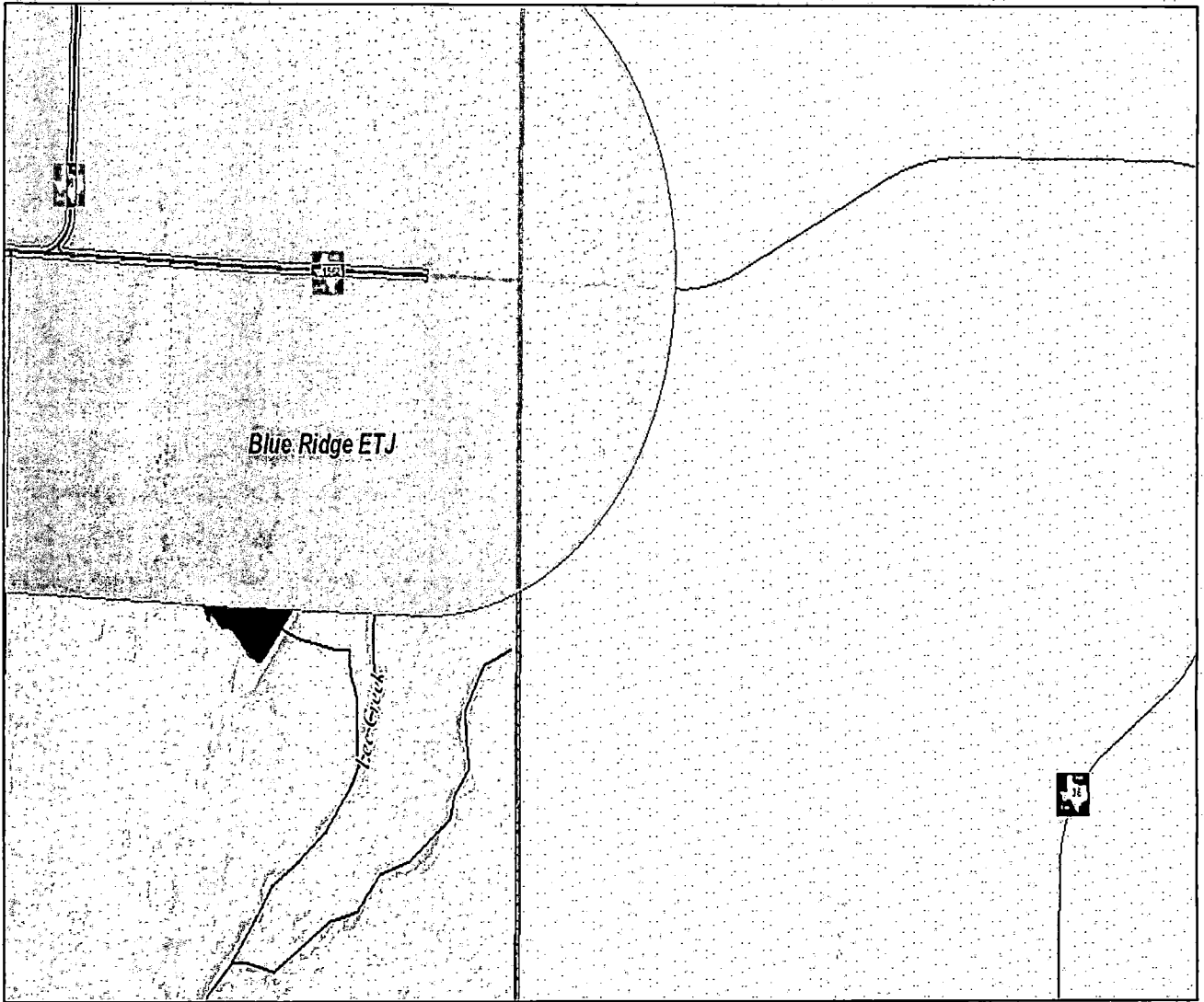
Title: County Judge

ATTEST:



Date: December 12, 2017





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

#14,909

FILED FOR RECORD  
at 11:30 a.m. 12/11

DEC 12 2017

JERRY L. LACOMBE  
By *J. Lacombe*  
CLERK OF COMMISSIONERS' COURT

THE STATE  
OF TEXAS

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OF SUBDIVISION  
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Eric Evans  
Tod McMahan  
Phillip Martin  
Jim Latham

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Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

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\_\_\_\_\_  
Clerk of Commissioners' Court

Hunt County, Texas

**STATE OF TEXAS**

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**KNOWN ALL MEN BY THESE PRESENTS**

**HUNT COUNTY**

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10. *Renewal.* This Agreement is for a period of one (1) year, commencing on 21<sup>st</sup> day of ~~DECEMBER~~, 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.*

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200 W. FM 545  
Blue Ridge, Texas 75424

Hunt County Engineering Dept.

Mark Hickman

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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.
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- 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.
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- 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.

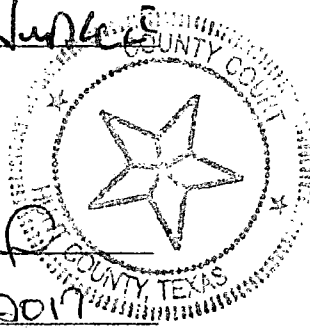
This Agreement shall become effective on 21<sup>st</sup> day of December 2017.

CITY OF BLUE RIDGE, TEXAS  
 By: Rhonda Williams  
 Name: RHONDA WILLIAMS  
 Title: MAYOR

HUNT COUNTY, TEXAS  
 By: [Signature]  
 Name: John L. Hardy  
 Title: COUNTY JUDGE

ATTEST:  
[Signature]  
 Date: December 21, 2017

ATTEST:  
[Signature]  
 Date: December 12, 2017



FILED FOR RECORD  
 at 11:20 o'clock 2 M

JAN 26 2018

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

