

RESOLUTION 37-23

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PLANTERSVILLE ESTABLISHING AN INTERLOCAL COOPERATION AGREEMENT FOR AUTHORIZATION AND REGULATION OF SUBDIVISION PLATS AND APPROVAL OF RELATED PERMITS WITH GRIMES COUNTY.

WHEREAS, the City of Plantersville, Texas and the County find that the common goal of authorization and regulation of subdivision plats, and approval of related permits can best be achieved through an Interlocal Cooperation Agreement (Attachment A) between the City of Plantersville and Grimes County pursuant to the authority granted and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, the Interlocal Cooperation Agreement will facilitate and maintain the efficiency and effectiveness of the necessary and essential services of authorization and regulation of subdivision plats, and approval of related permits in the City of Plantersville's extraterritorial jurisdiction (ETJ).

WHEREAS, either party may, by providing written notice to the other party thirty (30) days in advance, terminate this AGREEMENT in whole or in part at any time.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PLANTERSVILLE, TEXAS

Section 1. The facts and matters set out in the preamble of the Resolution are hereby found to be true and correct.

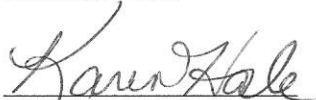
Section 2. This resolution and interlocal agreement will promote efficient administration of the City in compliance with Texas Government Code.

Section 3. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. In the event any clause, phrase, provision, sentence, or part of the Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Board of Aldermen of the City of Plantersville, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

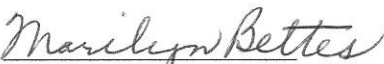
PASSED AND APPROVED by a vote of 6 "ayes" in favor and 0 "nays" against on this final reading on the 20<sup>th</sup> day of February, 2023.

APPROVED:



Karen Hale, Mayor

ATTEST:



Marilyn Bettes  
City Secretary

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Texas Local Government Code §242.001, as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77<sup>th</sup> Legislative Session and effective September 1, 2001, by and between the City or Town of Blanchardville, Texas ("the City"), a political subdivision of the State of Texas, and Grimes County, Texas ("the County"), also a political subdivision of the State of Texas.

### **Recitals**

**WHEREAS**, prior to the enactment of H.B. 1445, Texas Local Government Code §242.001 authorized the City and the County to exercise concurrent jurisdiction over the platting process required upon the subdivision of land with the City's Extraterritorial Jurisdiction ("ETJ") located within the County; and

**WHEREAS**, H.B. 1445 amended Texas Local Government Code §242.001 to require that the City and the County agree to a means whereby only one governmental agency will have jurisdiction to oversee and regulate the platting processes and related permits within a municipality's ETJ; and

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

**WHEREAS**, the City and the County mutually desire to be subject to the provisions of the Texas Local 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 the City and the County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City; and

**WHEREAS**, both the City and the County desire that the County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

**NOW, THEREFORE**, for and in consideration of the premises and for the mutual consideration stated herein the City and the County agree and obligate themselves as follows:

## Agreements

1. *County Granted Exclusive Jurisdiction.* The County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City's ETJ and may regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties. The City shall no longer exercise any of these functions in the City's ETJ. The jurisdiction to approve and regulate culvert permits shall remain within the jurisdiction of the County.
2. *ETJ Defined.* For the purpose of this Agreement, the City's ETJ is set out in Texas Local Government Code §42.021. The recognition of the ETJ shall not be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ.
3. *ETJ Expansion or Reduction.* Should the City expand or reduce its ETJ, the City shall promptly notify the County of such expansion or reduction. The County shall maintain exclusive jurisdiction to regulate subdivisions and plats in the ETJ, as expanded or reduced.
4. *Notice of Approved Plats.* The County shall notify the City of the approval of a plat. A copy of the approved plat and any engineering plans shall be sent to the City following the County's approval. After notice of approval is given, the County shall assign addresses to each lot within an approved subdivision.
5. *Plats effected.* The plats that will be subject to this Agreement are those that will be filed after the Effective Date, as defined herein, of this Agreement. The party receiving an application for a plat approval for which the party has no jurisdiction may either direct the developer to the appropriate office or forward the application. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be effected.
6. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats, including but not limited to engineering reviews and inspections of public improvements, under this Agreement shall be borne by the County and payable out of current revenues available to it. The County shall retain all fees collected by the County.
7. *Effective Date.* The Effective Date shall be the date upon which both parties have approved and fully executed this Agreement.
8. *Applicable Regulations.* The subdivision rules and regulations as amended from time to time by the County are hereby established as the set of regulations to be enforced by the County in the ETJ. Any amendments to the County's subdivision rules and regulations shall be sent to the City pursuant to Section 9(e) below.

9. *Miscellaneous Provisions.*

- (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 executed by both parties.
- (b) This Agreement has been duly and properly approved by each party's governing party 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 Grimes 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 compromised a part hereof, and the remaining provisions shall continue in full force and effect.
- (e) 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:           City of Blancoville  
                  PO Box 374  
                  Blancoville, TX 77863

County:       Grimes County Judge  
                  P.O. Box 160  
                  Anderson, TX 77830

- (f) This Agreement is not intended to 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.
- (g) The parties acknowledge that Texas Local Government Code §242.001 requires an Interlocal Agreement such as this Agreement remain in place at all times; however, the parties agree that either or both parties can request a review and assessment of this Agreement with the other party at any time. If after said review, the parties determine that an amendment to this Agreement or a new agreement is necessary, the parties may enter into such amendment or new agreement. However, if the parties are unable to resolve the matter by agreement, the parties acknowledge that a resolution will be sought pursuant to Texas Local Government Code §242.001.

APPROVED BY THE CITY COUNCIL (BOARD OF ALDERMEN) OF THE CITY (TOWN) OF Wardensville, TEXAS, in its meeting held on the 20 day of February, 2022, and executed by its authorized representative.

CITY (TOWN) OF Wardensville TEXAS ATTEST:

Karen Hale  
BY: Karen Hale, Mayor

Marilyn Bettes  
MARILYN BETTES, City Secretary

APPROVED BY THE COMMISSIONERS COURT OF GRIMES COUNTY, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and executed by its authorized representative.

GRIMES COUNTY, TEXAS ATTEST:

\_\_\_\_\_  
BY: Joe Fauth, III, County Judge

\_\_\_\_\_  
Vanessa Burzynski, County Clerk