

RESOLUTION NO. 2002-02-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTON, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTON AND COLLIN 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 Weston City Council has been presented a proposed Interlocal Cooperation Agreement by Collin 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 Weston, 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 WESTON, COLLIN COUNTY, TEXAS AS FOLLOWS:

SECTION 1. The terms and conditions of the Agreement attached hereto as Exhibit A entitled "*City County Plat Approval Agreement (Exclusive City Control)*" 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 this 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 Weston, Collin County, Texas on this the 12th day of February, 2002.



APPROVED BY:

Patti Harrington
Patti Harrington, Mayor

ATTEST;

Michele Smith
Michele Smith, City Secretary



Engineering Department

RECEIVED

NOV X 7 2003

City of Weston

November 4, 2003, 2003

Honorable Patti Harrington
Mayor
City of Weston
P.O. Box 248
Weston, Texas 75097

Subject: Interlocal Agreement Between Collin County and the City of Weston
for Exclusive Control of Subdivision Plats Within the City's
Extraterritorial Jurisdiction

Dear Mayor Harrington:

Enclosed is one fully executed Interlocal Agreement between Collin County and the City of Weston for exclusive control of subdivision plats in the city's ETJ area. Also enclosed is a copy of Court Order No. 2003-775-10-15 approving same.

Please call if you have any questions.

Sincerely,

A handwritten signature in dark ink that reads "Ruben E. Delgado".

Ruben E. Delgado, P.E.
Director of Engineering

Handwritten initials in dark ink that appear to be "By S".

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

CITY-COUNTY PLAT APPROVAL AGREEMENT
(Exclusive City Control)

That this Agreement is entered into by and between the County of Collin, Texas (“County”) and the City of Winston, 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 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 (home rule/general law) city, town or village of Collin 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 to require City and County to enter into an agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City;

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

1. *City Granted Exclusive Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ in accordance with Chapter 212 of the Local Government Code, its adopted Subdivision 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 the County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the City's ETJ.
5. *Costs.* All costs involved with the approval of subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City will be 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.

Miscellaneous Provisions.

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

City of Winston
 Attn: City Secretary
 Address: P.O. Box 248
Winston TX 75097

Collin County Engineering Dept.
 825 N. McDonald St., #160
 McKinney, Texas 75069

9. 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.
10. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District of Collin County, Texas. This Agreement is performable in Collin County, Texas.

11. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. This Agreement embodies the complete agreement of the parties hereto, superceding 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 or 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 of property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation.

This Agreement shall become effective on the 21st day of February, 2002.

City of Weston, Texas
 By: Patti Harrington
 Name: PATTI HARRINGTON
 Title: Mayor

Collin County, Texas
 By: Kon Hams
 Name: Kon Hams
 Title: County Judge
2003-775-1045

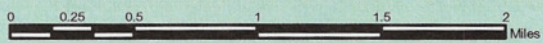
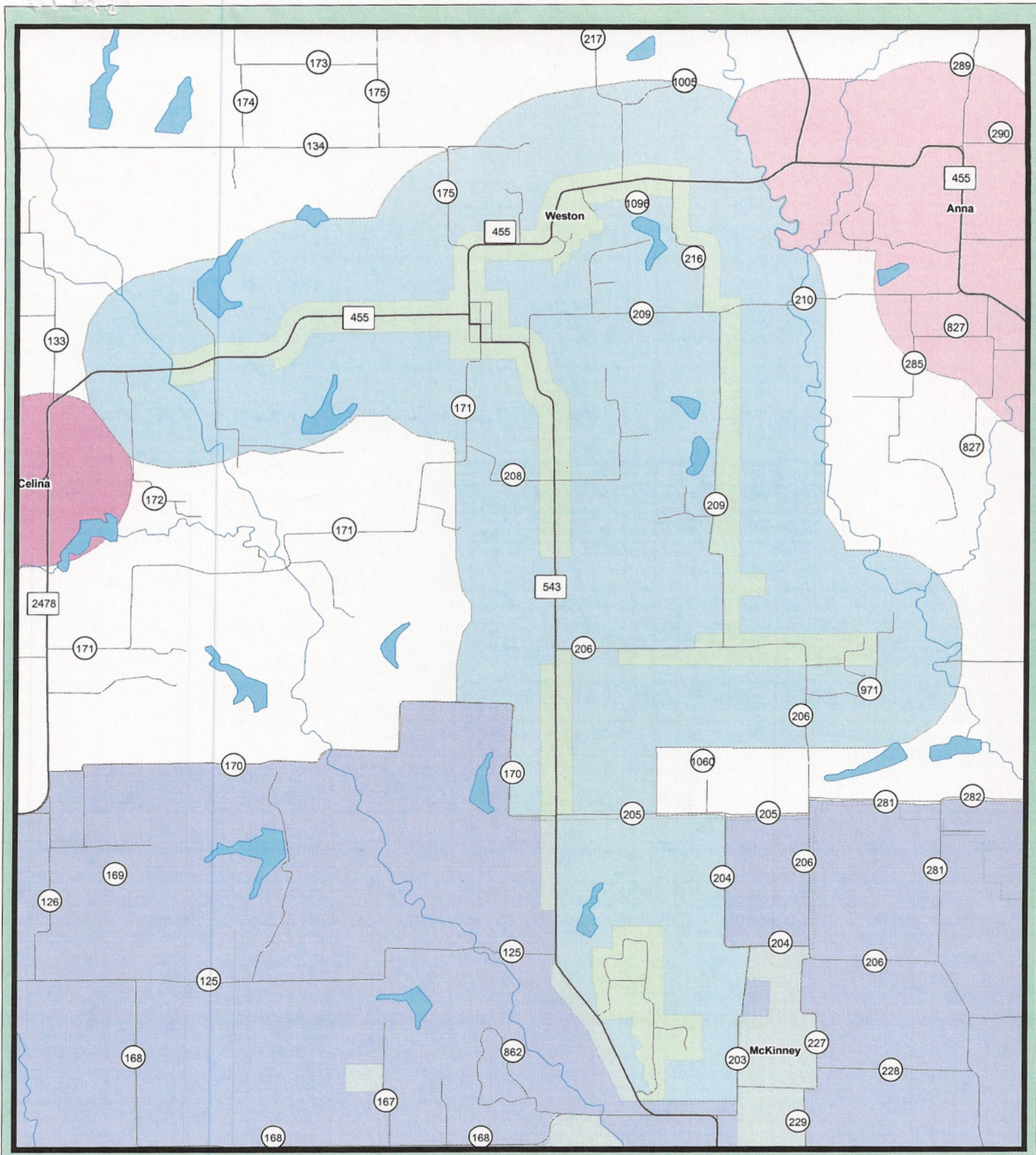
ATTEST:
Michele Smith
 City Secretary

ATTEST:
Kimberly M. Sheldon
 Secretary

Date: February 21st, 2002

Date: 10/22/03, 2002-





	Major Roads		Interstate
	Roads		US Highway
	Streams		State Highway
	Lakes		Farm to Market
			County Road

City of Weston ETJ



Source data compiled from Collin County's GIS Database.
This map is a graphic representation of Collin County and should only be used for illustrative purposes.



March 2002

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM
ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

This space for Court Clerk.

AGENDA NUMBER:

REGULAR _____

CONSENT _____

INSTRUCTIONS ON THE REVERSE

REQUESTING DEPARTMENT

Date: 10/07/03 Court Date: 10/15/03 Phone/Ext: 3727 Department: Engineering Department

Request for Approval of Interlocal Agreement Between Collin County and the City of Weston for Exclusive Enforcement of Subdivision Regulations Within the City's Extraterritorial Jurisdiction

BUDGET RELATED INFORMATION

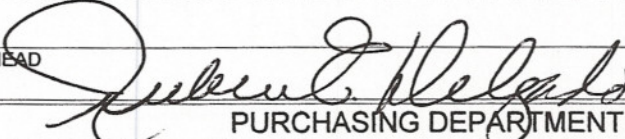
MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: YES / NO

Amount Budgeted: N/A
(or needed)

Account Number: N/A

DEPARTMENT HEAD
SIGNATURE:



PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW			
ADVERTISE	<input type="checkbox"/>	BIDS	<input type="checkbox"/>
AWARD	<input type="checkbox"/>	PROPOSALS	<input type="checkbox"/>

BOND REQUIRED: _____
ANNUAL ACTION: _____
AD DATES: _____

INS. REQ'D: _____
EFFECTIVE: _____
OPEN DATE/TIME: _____

Item Description for Agenda: _____

Remarks: _____

PURCHASING AGENT
SIGNATURE: _____

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET / FUNDING VERIFICATION

BUDGETED	<input type="checkbox"/>
UNBUDGETED	<input type="checkbox"/>
FUNDS NOT AVAILABLE	<input type="checkbox"/>

FUNDS AVAILABLE	<input type="checkbox"/>
ACCOUNT NUMBER FOR AVAILABLE FUNDS	<input type="checkbox"/>
(Needed for Agenda Submission)	

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	<input type="checkbox"/>
EMERGENCY, Sec 111.010 LGC	<input type="checkbox"/>

FUNDS TRANSFER RECOMMENDATION

AMOUNT		DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____	From	_____	_____
\$ _____	From	_____	_____
\$ _____	To	_____	_____
\$ _____	To	_____	_____

Remarks: _____

COUNTY AUDITOR
SIGNATURE: _____

BUDGET DEPARTMENT ACTION & COMMENTS


COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER
SIGNATURE: _____



MEMORANDUM

TO: Commissioners Court **DATE:** October 7, 2003

FROM: Ruben E. Delgado, Engineering 

SUBJECT: Approval of Interlocal Agreement (ILA) With the City of Weston for the Enforcement of Subdivision Regulations Within the Extraterritorial Jurisdiction (ETJ)

We request Commissioners Court consider approval of the attached Interlocal Agreement (ILA) for the enforcement of subdivision regulations within the City of Weston's extraterritorial jurisdiction (ETJ).

House Bill 1445 effective 9/1/01 allowed for "one-stop shopping" for plat approval. Presently, in ETJ's, plat approval requires approval of County and City and the more stringent regulations would apply. HB 1445 allows for approval by only one governmental entity according to an approved ILA between City and County.

The City of Weston requests exclusive city control of subdivision regulations in their extraterritorial jurisdiction.

We request Commissioners Court consider approval of the attached ILA and authorization for County Judge Ron Harris to execute the ILA.

xc: Jim Shepherd
Jon Kleinheksel

MD:/ETJILASFORCITYOFWESTON

THE STATE OF TEXAS

COUNTY OF COLLIN

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


On **October 15, 2003**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell


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 Weston for the Enforcement of Subdivision Regulations within the City's 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 Weston for the Enforcement of Subdivision Regulations within the City's Extraterritorial Jurisdiction (ETJ) and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.




Ron Harris, County Judge



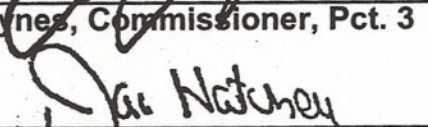
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S