
JOINT SPECIAL WORKSHOP AGENDA

Notice is hereby given that the Rockport City Council and Aransas County Commissioners' Court will hold a special joint workshop meeting on Tuesday, August 25, 2015, at 10:00 a.m. The meeting will be held at the Bay Education Center, 121 Seabreeze Drive, Rockport, Texas. The matters to be discussed are as follows:

Opening Agenda

1. Call meeting to order - The Honorable Charles J. Wax, Mayor
2. Call meeting to order - The Honorable C.H. "Burt" Mills, Jr., County Judge

Regular Agenda

3. Hear and deliberate on subdivision regulation interlocal agreement.
4. Adjournment.

Special Accommodations

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email citysec@cityofrockport.com for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code 551.071-551.074 and 551.086.

Certification

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 622 E. Market Street, Rockport, Texas on Tuesday, August 18, 2015, by 5:00 p.m. and on the City's website at www.cityofrockport.com. I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot, Coastal Bend Herald, and Corpus Christi Caller Times.*



Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Joint Special Workshop Meeting: Tuesday, August 25, 2015

AGENDA ITEM: 3

Hear and deliberate on subdivision regulation interlocal agreement.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: Commissioners Court has requested a joint workshop to discuss a new interlocal agreement governing subdivision regulations within the City's extraterritorial jurisdiction (ETJ) to replace September 2003 agreement that expired in 2005. On July 14, 2015, City Council approved a revision to the new agreement proposed by Aransas County. The County's proposed agreement differed from the 2003 agreement in three primary ways:

1. The City's authority to regulate subdivision plats and related building code permits moves from ½ mile to the full mile of the ETJ.
2. The County is given exclusive authority to regulate all other development permits, including stormwater management, floodplain management, tree removal permits, and on-site sewer facilities within the full ETJ.
3. The term renews annually.

Please see the accompanying copies of the expired agreement and the redlined revision to the new interlocal.

FISCAL ANALYSIS:

RECOMMENDATION: Not an action item.

1 **INTERLOCAL AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY**
2 **THE CITY OF ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE**
3 **EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

4
5 This Agreement is made by and between the City of Rockport, a municipality located within
6 Aransas County, Texas (hereinafter called “the City”), and the County of Aransas, a political
7 subdivision of the State of Texas (hereinafter called “the County”), as required by Section
8 242.001 of the Texas Local Government Code.

9
10 **WHEREAS**, the regulation of subdivisions of property is a governmental function as set forth in
11 Chapters 212 and 232 of the Texas Local Government Code; and

12
13 **WHEREAS**, pursuant to Chapter 212 of the Texas Local Government Code, the City has
14 statutory authority to adopt rules governing plats and subdivisions of land both within the City
15 limits and in the extraterritorial jurisdiction of the municipality; and

16
17 **WHEREAS**, pursuant to Chapter 232 of the Texas Local Government Code, the County has
18 statutory authority to adopt rules governing plats and subdivisions of land in the areas of the
19 County lying outside the limits of a municipality, including the area within the extraterritorial
20 jurisdiction of a municipality; and

21
22 **WHEREAS**, Chapter 242 of the Texas Local Government Code prohibits requiring a person
23 who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit
24 plats to and obtain related permits from both the City and the County; and

25
26 **WHEREAS**, Chapter 242 of the Texas Local Government Code further requires certain counties
27 and municipalities to execute a written agreement that identifies the governmental entity
28 authorized to regulate subdivision plats and approve related permits in the extraterritorial
29 jurisdiction;

30
31 The parties to this Agreement hereby agree as follows:

32
33 The City and the County agree that the City is hereby authorized to exercise exclusive
34 jurisdiction to regulate subdivision plats and approve related building code permits in all areas
35 within its entire extraterritorial jurisdiction.

36
37 ~~The City and the County agree that the County is hereby authorized to exercise exclusive~~
38 ~~jurisdiction to regulate all other development permits, including, but not limited to, stormwater~~
39 ~~management, floodplain management, tree removal permits and on-site facilities, in the~~
40 ~~entire extraterritorial jurisdiction of the City.~~

41
42 The City and the County agree that if a proposed subdivision originates within the City limits or
43 in the City’s extraterritorial jurisdiction and less than fifty percent (50%) of the subdivision area
44 extends past the extraterritorial jurisdiction line, the City shall have exclusive right to exercise its
45 jurisdictional authority, ~~as defined above~~, within the limits of the entire proposed subdivision.

47 The City and the county agree that if a proposed subdivision originates within the City's
48 extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past
49 the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its
50 jurisdictional authority within the limits of the entire subdivision.

51
52 Subdivision plats that are approved by the City but extend partially or entirely into an
53 unincorporated area of the County shall provide a signature block for the County Judge on the
54 final plat. The County Clerk shall not record a plat that extends into an unincorporated area of
55 the County without the County Judge's signature.

56
57 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the
58 County of any expansion ~~of or~~ reduction in the City's extraterritorial jurisdiction.

59
60 This Agreement does not extend the liability of the parties. Neither the City nor the County
61 waives any immunity or defenses available to it against claims made by third parties.

62
63 The term of this Agreement is from the date of execution of this Agreement as provided below to
64 one year from the date of execution. This Agreement will automatically renew for another year
65 and continue to renew automatically for each subsequent year unless terminated. Either party to
66 this Agreement may terminate the Agreement without cause at the end of any term ~~without cause~~
67 by notifying the other party ~~not less-fewer~~ than 45 days prior to the end of the term. However,
68 both parties understand and agree that the right to terminate this Agreement does not ~~avoid~~ the
69 statutory duty of the County and the City to have a written agreement providing for subdivision
70 regulation within the City's extraterritorial jurisdiction.

71
72 In witness whereof, the governing bodies of both the County and the City have proposed and
73 adopted this Agreement and have caused this Agreement to be executed. It shall become
74 effective upon the date that both parties have signed this Agreement.

75
76 Agreed to and adopted by the Commissioners' Court of the County of Aransas Texas, on the
77 _____ day of _____, 2015.

78
79
80
81
82 _____
83 C. H. "Burt" Mills, Jr., Aransas County Judge

84 Agreed to and adopted by the City Council of the City of Rockport, Texas, on the _____ day
85 of _____, 2015.

86
87
88
89 _____
90 Charles. J. Wax, Mayor of the City of Rockport
91

AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE CITY OF ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT

This Agreement is made by and between The City of Rockport, a municipality located within Aransas County, Texas (hereinafter "the City") and Aransas 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.

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 City 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:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in an area in its extraterritorial jurisdiction, said area being described as follows:

Beginning at the existing city limits as they are located on the date hereof, thence outward from said city limits a distance of ½ mile.

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

The City and the County agree that, if a proposed subdivision originates in the City's extraterritorial jurisdiction of the City and extends past the half mile limit mentioned above, that the City shall have exclusive right to exercise its jurisdiction to regulate subdivision plats and approve related permits within the limits of that proposed subdivision.

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.

The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the half of the City's extraterritorial jurisdiction as limited above, the authority to do so is adequate consideration to the County from the City for the performance of its obligations under this agreement.

The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the first half of its extraterritorial territory of jurisdiction as limited above, the authority to do so is adequate consideration to the City from the County for the performance of its obligations under this agreement.

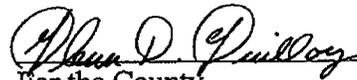
This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

The City and County agree that it is not the intent of this agreement to change the terms of any other inter-local agreements which may exist between the City and the County,

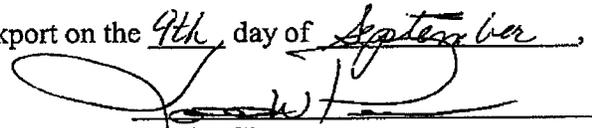
The term of this agreement is from the date of execution of this agreement as provided below to September 30, 2004. This agreement will automatically renew for another year unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not less 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 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 proposed 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 Aransas County, Texas on the 8th day of September, 2003.


For the County

Agreed to and adopted by the City Council of Rockport on the 9th day of September, 2003.


For the City