

**AGENDA ITEM 21**

Consider approving revised civil engineering proposal for Fisher Hagood for East Williamson County Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Agenda Items 20, 21 and 22.

*Judge Doerfler withdrew his motion and Commissioner Heiligenstein withdrew his second.*

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the revised civil engineering proposal for Fisher Hagood for East Williamson County Park.

*Commissioner Hays withdrew his motion and Judge Doerfler withdrew his second.*

This item was tabled until the April 2, 2002 meeting.

**AGENDA ITEM 22**

Consider approving a resolution authorizing application for East Williamson County Recreation Facility.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Agenda Items 20, 21 and 22.

Moved: **Judge Doerfler**

Motion: To approve a resolution authorizing application for East Williamson County Recreation Facility.

*Judge Doerfler's motion failed for lack of a second.*

This item was tabled until the April 2, 2002 meeting.

**AGENDA ITEM 23**

Consider authorizing advertising and setting date for public hearing on East Williamson County Recreation Facility.

No action was taken on this agenda item, which was tabled until the April 2, 2002 meeting.

**AGENDA ITEM 24**

Discuss and take appropriate action on formulating a draft agreement pertaining to HB1445 authorizing a plat approval process between cities and the county on land within a county's (sic) (should be "city's") ETJ.

County Engineer stated that the cities would have jurisdiction over subdivisions in their extraterritorial jurisdiction, with the understanding that the cities would annex those subdivisions prior to construction and inspection of the streets.

Commissioner Boatright stated that he did not like the idea that if the city did not annex a subdivision, that it would revert back to County jurisdiction.

Mike Heitz, Director of the Watershed Protection and Development Review Department, City of Austin, addressed the court concerning the plat process in the City of Austin's ETJ. Mr. Heitz stated that any issues of concern regarding a plat in Austin's ETJ would be reported to Williamson County.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreements with the Cities of Weir, Jarrell and Florence, authorizing the cities to have jurisdiction over the plat process in their ETJs.

Vote: **3 - 1. Commissioner Boatright voted against the motion.**

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement with the City of Austin, authorizing the city to have jurisdiction over the plat process in its ETJ.

Vote: **4 - 0**

< Attachment >

CERTIFIED TO BE A TRUE AND  
CORRECT COPY



NANCY E. RISTER, County Clerk  
Williamson County

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STATE OF TEXAS  
COUNTY OF WILLIAMSON  
CITY OF JARRELL

§ INTERLOCAL AGREEMENT  
§ BETWEEN THE CITY OF  
§ JARRELL AND WILLIAMSON  
§ COUNTY  
§

This Agreement is made and entered into by and between the CITY OF JARRELL, TEXAS ("CITY"), and WILLIAMSON COUNTY, TEXAS ("County"), pursuant to the Interlocal Cooperation Act of the Texas Government Code and House Bill 1445 ("H.B. 1445").

**WHEREAS**, Section 791.011 of the Interlocal Cooperation Act, of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services in accordance with the Act; 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 County may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to counties; and

**WHEREAS**, both CITY and County desire that County 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**, the CITY and County, for the mutual consideration stated herein, agree and understand as follows:

- 1. County Granted Exclusive Jurisdiction.** County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ, and may regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to municipalities, and City 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 the ETJ necessitates the amendment of the Agreement, both City and County agree that County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ (subject to the terms and condition found in the previous paragraph), and to regulate subdivisions under Subchapter A of Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, 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 herein and may not be modified or amended except by written agreement duly executed by both parties. Either party may request to renegotiate this Agreement at anytime.
- 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 Williamson County, Texas.
- D. If any provision hereof shall be finally declared invalid, void, illegal, or unenforceable, by any court or administrative agency having jurisdiction, the entire Agreement shall not be void and such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, voided, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.
- 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 March 30, 2002.
- G. This Ordinance was passed and approved in a duly posted meeting of the City of Jarrell, Texas, conducted in accordance with Chapter 551, of the Government Code.



PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JARRELL,  
TEXAS, this 19<sup>th</sup> day of March, 2002.

ATTEST:

Alanna G. Hoffman  
Alanna G. Hoffman, City Secretary

WE Cavalier  
WAYNE E. CAVALIER, Mayor

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,  
TEXAS, in its meeting held on the 26<sup>th</sup> day of March, 2002, and  
executed by its authorized representative.

Williamson, COUNTY

BY: John C. Dauffer  
County Judge

ATTEST:

Nancy E. Rister  
Nancy E. Rister  
Williamson County Clerk

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NANCY E. RISTER, County Clerk  
Williamson County

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