

June 9, 2022

Item No. 7.6.

Interlocal Agreement regarding subdivisions with Grimes County

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an Interlocal Agreement between the City of College Station and Grimes County regarding subdivision authority in the extraterritorial jurisdiction.

Relationship to Strategic Goals:

- Financial Sustainability
- Core Services & Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Chapter 242 of the Texas Local Government Code states that a municipality and a county shall enter into a written agreement that identifies the entity authorized to regulate subdivision plats in the extraterritorial jurisdiction (ETJ). The City of College Station's ETJ extends into three counties—Burleson, Brazos, and Grimes. Since 2002, the City has had an agreement with Brazos County to share subdivision authority. Also since 2002, the City has had an agreement with Burleson County, but because of a large amount of floodplain in the area and limited ability to serve utilities, it was agreed that Burleson County would be the platting authority.

Last June the City Council provided feedback for staff to pursue an Interlocal Agreement with Grimes County similar to the agreement with Burleson County. The City does not have the ability to unilaterally annex land and thus grow southeastward in predictable manner. There is a sizeable amount of flood hazard area in the Grimes County portion of the City's ETJ. Utility service to this region is not economical as there are sizeable BTU and Wellborn SUD certificated areas to the southeast, and thus a lack of planned College Station utilities for the area. The agreement may be terminated by either party by giving 90-days' notice to terminate; otherwise, the agreement will automatically renew annually.

The Grimes County Commissioners Court approved this ILA at their regular meeting on May 18.

Budget & Financial Summary: N/A

Attachments:

1. ILA with Grimes County

**INTERLOCAL AGREEMENT BETWEEN
CITY OF COLLEGE STATION AND GRIMES COUNTY
FOR SUBDIVISION REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF
THE CITY OF COLLEGE STATION**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this 9th day of June, 2022, by and between Grimes County, a political subdivision of the State of Texas (“the County”), and the City of College Station (“the City”), a Texas home-rule municipal corporation. Each shall be referred to herein, individually as a “Party”, and collectively as the “Parties”.

WHEREAS, a portion of the City's extraterritorial jurisdiction is within the jurisdiction of the County (“the City's ETJ”), and

WHEREAS, the City has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Subchapter A of Chapter 212, as amended, and other statutes applicable to municipalities; and

WHEREAS, the County has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Chapter 232, as amended, and other statutes applicable to counties; and

WHEREAS, the development and regulation of subdivisions in the unincorporated areas of Grimes County, Texas, including the City’s ETJ area, is important to promote the (1) health, safety, morals, and general welfare of the public, and (2) safe, orderly, and healthful development of those areas; and

WHEREAS, the Texas Local Government Code Chapter 242 requires the City and the County to enter into a written agreement to provide for the limitation of subdivision regulations within the City's ETJ to one entity; and

WHEREAS, Texas Local Government Code §242.001(d)(2) provides that a county may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction and may regulate subdivisions under Sections 232.001-232.005, Subchapter B or C, Chapter 232, and other statutes applicable to counties; 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; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the City and the County to enter into this Agreement;

NOW, THEREFORE, the City and the County, for the mutual consideration stated herein, agree and understand as follows:

1. This Agreement shall apply to the unincorporated land located in Grimes County, Texas, and inside the City's ETJ as particularly described in the attached Exhibit A ("ETJ Area Map" or "Map").
2. The purpose of this Agreement is to ensure consistent regulation, clarity of applicability, and governmental responsibility and oversight of subdivision regulations in the City's ETJ.
3. In accordance with Texas Local Government Code §242.001(d)(2), the Parties agree that the County is hereby 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 Subchapter B or C of the Texas Local Government Code and other statutes applicable to counties and the City shall no longer exercise any of these functions in City's ETJ.
4. Should the City expand or reduce the City's ETJ, the City shall promptly notify the County of such expansion or reduction so that this Agreement may be amended, upon agreement of both parties, to take into account the expansion or reduction in the City's ETJ. In the event that the City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both the City and the County agree that the County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ, and to regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, until this Agreement is amended to take into account such expansion or reduction of the City's ETJ.
5. Miscellaneous.
 - 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 duly executed by both Parties.
 - 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 Brazos 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 comprised a part hereof, and the remaining provisions shall continue in full force and effect.
- e. The 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.
- f. The term of this Agreement shall begin on the Effective Date and shall automatically renew on its anniversary date, unless amended by the subsequent written agreement of the Parties or terminated.
- g. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the address provided in this Agreement. Upon termination of this Agreement, neither Party shall have any obligations to the other party under this Agreement.
- h. The Parties' performance under this Agreement shall be paid from current revenues.
- i. Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below.

Grimes County Judge
P.O. Box 160
270 FM 149 West
Anderson, Texas 77830
Tel: (936) 873-4476
Email: _____

City of College Station
PO Box 9960
1101 Texas Avenue South
College Station, Texas 77842
Tel: (979) 764-3510
Email: _____

IN WITNESS OF THIS AGREEMENT, the City and the County, through their duly appointed agents, have executed this Agreement in duplicate originals.

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Attorney

Date: _____

City Manager

Date: _____

APPROVED AND EXECUTED BY THE GRIMES COUNTY COMMISSIONERS COURT, GRIMES COUNTY, TEXAS, in its meeting held on the 18th day of May, 2022, and executed by its authorized representative.

ATTEST:

Vanessa Buzynka
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

EXECUTED this the 18th day of May, 2022, by
Grimes County.

By: *[Signature]*
Grimes County Judge
JOE FAUER

Exhibit A

