



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, October 19, 2021 at 5:30 PM

AGENDA

PUBLIC HEALTH AND SAFETY COMMITTEE

Brady Pendleton, chair; LeAnn Durfey, Justin Haschke, Daron Trussell

- [1.](#) Discuss School Resource Officer Agreement with Stephenville ISD

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, chair; Brandon Huckabee, Alan Nix, Brady Pendleton

2. Discuss Christmas Decorations for Downtown Area

FINANCE COMMITTEE

Justin Haschke, chair; Brandon Huckabee, Brady Pendleton, Ricky Thurman

- [3.](#) Discuss Purchase of Pre-Owned Ambulance
4. Discuss Rental of Additional Office Spaces

DEVELOPMENT SERVICES COMMITTEE

Brandon Huckabee, chair; Gerald Cook, Ricky Thurman, Daron Trussell

- [5.](#) Discuss Requirement that Properties in the City's ETJ Comply with the Subdivision Ordinance

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.

MEMORANDUM OF UNDERSTANDING

City of Stephenville and Stephenville Independent School District for the School Resource Officer

I. Purpose

The purpose of this Memorandum of Understanding is to document the respective roles and responsibilities of the City of Stephenville (the City) and the Stephenville Independent School District (the School District) regarding the hiring, equipping, supervising, housing, and other logistical considerations for School Resource Officers (SROs) assigned to the School District.

The mission of the School Resource Officer program is to place community policing officers in designated schools within the School District to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with the police department.

II. City of Stephenville Responsibilities

The City, through its police department, will be responsible for the following:

1. Providing 2 sworn police officers for service as School Resource Officers on the school campuses designated by the School District. Providing equipment and supplies including, but not limited to, uniforms and a police radio, and other such equipment as required for performance of their duties.
2. Selection of Personnel. In the event of an SRO vacancy the police department will create and implement a selection process involving members of the department, school district and members of the community as appropriate. The Chief of Police has the final say in personnel assignments.
3. School Resource Officer Duties. SROs will perform law enforcement duties for the school district on designated campuses that include protecting the safety and welfare of persons, protection of school property and building positive relationships with students, parents and school district personnel. SROs will not engage in duties associated with routine student discipline and school administrative tasks. The district and department will create and agree on a specific document that outlines SRO duties. See **Appendix 1 SRO JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES**.
4. Keeping the School District informed, as appropriate, of any changes to federal and state laws, as well as case law, which may affect the School Resource Officer Program.
5. Notifying promptly the School District of anticipated changes in funding, personnel assignments, or performance issues related to the School Resource Officer.
6. Allowing School District participation in the development of SRO utilization strategies.

7. Documenting the activities and achievements of the SRO with periodic progress reports.
8. Preparing an annual evaluation of each SRO, with input from school district officials, prior to the start of the school year.
9. Providing one SRO as a K9 handler on school campuses designated by the School District, who will be certified as a K9 handler and be responsible for having a Police Canine (K9) assigned to them and all responsibilities associated with that type of assignment as directed by Stephenville Police Department General Order 8.8, Police Canine Operations.
10. Providing one marked patrol vehicle for each SRO including one that will be equipped for police canine operations.
11. Ensure that all necessary and required training for K9 handler and Police Canine are accomplished successfully and that all required certifications are maintained.

III. Stephenville Independent School District Responsibilities

The School District will be responsible for the following:

1. Providing office space with appropriate furnishings on the respective campuses for use by SROs.
2. All personnel costs related to the employment of SROs assigned to the school district.
3. All costs related to the purchase of Police Canine (K9).
4. All costs related to initial training and certification of Police Canine (K9) and K9 handler.
5. All costs related to equipment for Police Canine (K9) including but not limited to kennels, bowls, leashes, and other related items.
6. All costs related to equipment and up-fitting of marked police vehicle with necessary K9 equipment.
7. All recurring costs related to care of Police Canine (K9) including but not limited to food, preventative veterinary care, and emergency veterinary care for the service life of Police Canine (K9).
8. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SROs while on campus.
9. Including SROs in school staff meetings relevant to the SRO mission.
10. Permitting SROs adequate time to complete necessary in-service training, professional development and training requirements to maintain SROs' peace officer certifications.
11. Notifying the City of changes in the number of student days in a school year.

12. To establish and follow written procedures for referring police involvement;
13. To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
14. To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.
15. Saving and holding harmless the City and its employees, from all liability, of any nature, including costs, and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by students and their property or School District personnel and property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the City.

IV. The School District and City agree to the following general provisions:

1. The agreement is subject to audit at any time within three years of the termination of this MOU and thereafter as provided by law to determine that services were proper and the billings were correct.
2. This MOU and any addendums signed by both parties are the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
3. Providing supervision and employee administrative support to School Resource Officers including work schedules, continuing education, pay administration, and the like.
4. This MOU is subject to the availability of local, state, and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by either affected party.
5. In the event either party fails to perform in accordance with the provisions of this MOU, the other party may, upon 30 days' written notice, terminate the MOU in whole or in part.
6. In the event notice of termination is given, all work by the City shall cease on the effective date of the termination. The City shall be paid for all work performed prior to the notice of termination in accordance with the terms of the MOU. Final invoices shall be submitted to the School District no later than 30 days following the date of termination of this contract.
7. If any part of this MOU shall be held unenforceable, the rest of the MOU will nevertheless remain in full force and effect.
8. Billing Period: Annually, September 1st through August 31st.
9. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.

- 10. This MOU and any addendums signed by both parties represents the entire agreement between the parties.
- 11. This agreement will undergo an annual review to adjust, as necessary, any over- or under-payments by the School District. These adjustments will be reflected in the subsequent year's invoice for SRO services.
- 12. School District understands and agrees that all SROs assigned to the school district will be employees of the City of Stephenville and subject solely to the control of the City of Stephenville. While the School District and the City will consult with each other as to the most effective use of the SRO, ultimate authority as to the disposition, placement, use, discipline and all other matters relating to employment of SROs will be with the City.

V. SRO Continuation Plan

The City and School District agree to continue the SRO program. The School District will reimburse the City for the SRO's salary and benefits.

VI. MOU Period

This agreement commences when signed by both parties and remains in effect for the period of one year, or upon 90 days' written notification by either party requesting that the agreement should be reviewed. For purposes of the agreement, the contacts are Superintendent, Stephenville ISD, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the xx day of October, 2021.

CITY OF STEPHENVILLE

Doug Svien, Mayor

Attest:

Staci L. King, City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

, Superintendent



STAFF REPORT

SUBJECT: School Resource Officer memorandum with Stephenville Independent School District

DEPARTMENT: Stephenville Police Department

STAFF CONTACT: James Gresham/ Jeff Walker

RECOMMENDATION:

Staff recommends the signing of the MOU

BACKGROUND:

The Stephenville Police Department has provided SRO services to the SISD since the fall semester of 2002. The current MOU has expired. The MOU was recently reviewed and updated with SISD staff and is ready to be signed.

FISCAL IMPACT SUMMARY:

SISD reimburses the City of Stephenville for two sworn officer positions that are assigned as School Resource Officers.



STAFF REPORT

SUBJECT: Purchase Pre-Owned Ambulance

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider the purchase of a pre-owned ambulance

BACKGROUND:

Today the Stephenville Fire Department maintains three (3) ambulances in their fleet. The units are stationed as follows:

Station 1 – unit 329 (2012 Ford Econoline) 69,000 miles. In service

Station 2 – unit 330 (2015 Ford Econoline) 63,000 miles. At dealership with body work/repairs. Estimated return next week.

Reserve – unit 327 (2008 Ford Econoline) 63,000 miles. Awaiting information from insurance adjuster. This unit was struck by lightning while at Texstar for a diesel leak.

Loaned Ambulance – (2010 Dodge 3500) 160,000 miles. In service at Station 2.

Siddons/Martin apparatus loaned the fire department a 2010 pre-owned ambulance. This ambulance has been offered for purchase at \$20,000 dollars. The loan agreement expires on October 29th.

FISCAL IMPACT SUMMARY:

\$20,000

ALTERNATIVES

1. Purchase pre-owned ambulance from Siddons/Martin to maintain a healthy fleet.
2. Maintain current fleet



CHANGE ORDER #1 LOANER AGREEMENT

THIS CHANGE ORDER, with an Effective Date of August 30, 2021, made by and between SIDDONS MARTIN EMERGENCY GROUP, LLC, its subsidiaries and affiliates (herein "SMEG") and City of Stephenville Fire Department (herein "Customer"):

SMEG and Customer entered into a Loaner Agreement dated August 26, 2021 for Customer's use of Loaned Vehicle with VIN # 1FDWF36P57EB31738. Section 12 of the Customer Agreement set forth a Rental Period of August 27, 2021 to October 29, 2021.

SMEG and Customer hereby agree to exchange the aforementioned vehicle for a 2010 Dodge Chassis Cab with VIN # 3D6WG4EL6AG120974. All other terms and conditions of the Loaner Agreement remain in full force and effect. Capitalized terms used and not defined in this Change Order have the respective meanings assigned to them in the Loaner Agreement.

Original Vehicle: 2007 Ford F350, VIN #: 1FDWF36P57EB31738

Exchanged Vehicle: 2010 Dodge Chassis Cab, VIN # 3D6WG4EL6AG120974

David Mulloy 8-31-21
Customer Representative's Signature Date Signed

Randy Overton 8-31-21
Siddons-Martin Emergency Group, LLC Date Signed

David Mulloy
Printed Name

RANDY OVERTON
Printed Name

BC
Title

NORTH TEXAS EMS SALES
Title

Quote

Siddons Martin Emergency Group
1362 E Richey Rd
Houston TX 77073

DATE: OCTOBER 19, 2021

TO City of Stephenville

SALESPERSON	PO NUMBER	PAYMENT TERMS	INVOICE NUMBER
Petocz		Due on receipt	

QTY	DESCRIPTION		UNIT PRICE
1	2010 Dodge Frazer Ambulance VIN# 3D6WG4EL6AG120974		\$20,000
	Buyer responsible for any taxes		
	Truck is sold as is with no warranty		

DEPOSIT	
SALES TAX	
BALANCE DUE	\$20,000

Thank you for your business!



STAFF REPORT

SUBJECT: Discussion of Subdivision Requirements within the City's Extra Territorial Jurisdiction (ETJ)

DEPARTMENT: Development Services – October 19, 2021

STAFF CONTACT: Steve Killen, Director

BACKGROUND:

In 2019, during the 86th Legislature, H.B. 347 became a reality and consequently, the city's ability to annex property in its ETJ was greatly reduced. Most annexations now require the property owner's request/consent.

Chapter 155, the Subdivision Ordinance, is applicable to any property being developed in the ETJ with exception to those properties that are in excess of five acres. These requirements, without the ability to annex, place significant burdens on potential developments due to the improvements that must occur.

Sec. 155.1.09. Extraterritorial jurisdiction (ETJ).

- A. *Subdivision Regulations Extend into the ETJ.* Subdivision Regulations as they now exist or may hereafter be amended, are hereby extended to all of the area lying within the extraterritorial jurisdiction of the City and the rules and regulations within said Subdivision Regulations governing Plats and Subdivision of land shall be applicable to such area within said extraterritorial jurisdiction from and after the date of final passage of this Subdivision Ordinance.
- B. *Subdividing.* No person shall subdivide or plat any tract of land into two or more parcels of land within the extraterritorial jurisdiction of the City except in conformity with the provisions of this Subdivision Ordinance.

FISCAL IMPACT SUMMARY:

The consideration of repealing the requirement of Chapter 155 affecting properties in the ETJ may result in increased development opportunities, although below the standards of those developments that occur within the city limits.

Please note, the repeal or revisions to the requirements of properties located in the ETJ may necessitate updating the interlocal agreement currently in place with the County.

INTERLOCAL AGREEMENT

STATE OF TEXAS §

COUNTY OF ERATH §

This INTERLOCAL AGREEMENT ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Section 242.001, Texas Local Government Code, by and between the City of Stephenville, Texas ("Stephenville"), a political subdivision of the State of Texas and County of Erath, Texas ("Erath County"), also a political subdivision of the State of Texas.

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

WHEREAS, Stephenville and Erath County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, Section 242.001, Texas Local Government Code, requires Stephenville and Erath 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 Stephenville; and

WHEREAS, Section 242.001, Texas Local Government Code, allows Stephenville and Erath County to agree that there be joint subdivision regulation review within Stephenville's ETJ, whereby Stephenville and Erath County jointly review plats under the authority. This option requires Stephenville and Erath County to agree on the following items:

1. A single office is designated where plats are filed for subdivisions within the ETJ;
2. A single plat application fee be established and the allocation of the fee revenue;
3. A process be established whereby developers get one plat response of approval or disapproval for their plat application; and
4. A single, unified and consistent set of regulations for plats be established and enforced in the ETJ.

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

1. All plat applications for land located in the extraterritorial jurisdiction ("ETJ") of Stephenville shall be submitted to the Community Development Department of the City of Stephenville at 298 West Washington, Stephenville, Texas.
2. The following application fees will be paid at the time the plat application is submitted to the Community Development Department:
 - Plat application fees shall be set annually by the City Council.
 - Erath County will receive one-half of the plat application fees.

3. The Community Development Department of the City of Stephenville will be provided five (5) copies of the preliminary plat, and Erath County will be provided five (5) copies of the preliminary plat also, within the Stephenville ETJ for their review process. Erath County will provide written comments to the Community Development Department within 30 days from the date submitted.
4. The developer will receive all responses concerning the plat application and its approval or disapproval from the Community Development Director, or his/her designee, for the City of Stephenville.
5. The final plat shall conform to the preliminary plat as approved and incorporate all changes and modifications. The Community Development Department of the City of Stephenville will be provided three (3) paper copies and one (1) mylar copy of the final plat. Erath County will also be provided four (4) paper copies and one (1) mylar copy of the final plat. Erath County will provide written comments to the City of Stephenville on the approval or disapproval of the final plat.
6. There shall be joint regulations of all subdivision of land within the Stephenville ETJ. Stephenville may regulate subdivisions under Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and Erath County may regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties. If the regulations conflict, the more stringent applies.
7. Should Stephenville expand or reduce its ETJ, Stephenville shall promptly notify Erath County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in Stephenville's ETJ. This Agreement shall be automatically amended to reflect any expansion or reduction in Stephenville's ETJ by Stephenville providing to Erath County an updated ETJ map.
8. Miscellaneous Items:
 - 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 Erath 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.

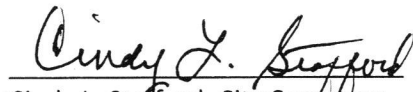
- e. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Stephenville nor Erath County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- f. This Agreement may be jointly reviewed and updated at the written request of either Stephenville or Erath County to ensure an updated perpetual agreement.
- g. This Agreement shall be effective on the 8th day of August, 2008.

APPROVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, in its meeting held on the 7th day of March, 2006, and executed by its authorized representative.

CITY OF STEPHENVILLE, TEXAS


 Nancy A. Hunter, Mayor

ATTEST:

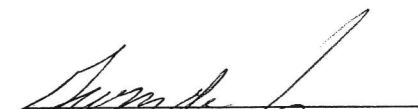

 Cindy L. Stafford, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR ERATH COUNTY, TEXAS, in its meeting held on the 2nd day of September, 2008, and executed by its authorized representative.

ERATH COUNTY, TEXAS


 Tab Thompson, County Judge

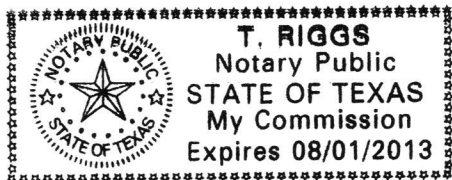
ATTEST:


 Gwinda Jones, County Clerk

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on September 5, 2008 by NANCY A. HUNTER, Mayor of the City of Stephenville, a municipal corporation, by and on behalf of said corporation.



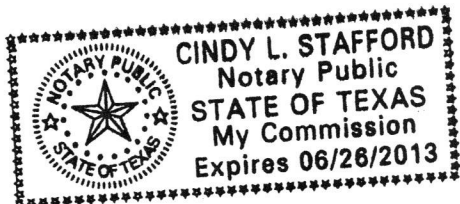
T. Riggs

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on September 5, 2008 by TAB THOMPSON, Judge of the County of Erath, State of Texas, by and on behalf of said county.



Cindy L. Stafford

Notary Public, State of Texas

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND
RELATED ACTIVITIES

SUBTITLE A. MUNICIPAL REGULATORY AUTHORITY

CHAPTER 212. MUNICIPAL REGULATION OF SUBDIVISIONS AND PROPERTY
DEVELOPMENT

SUBCHAPTER A. REGULATION OF SUBDIVISIONS

Sec. 212.001. DEFINITIONS. In this subchapter:

(1) "Extraterritorial jurisdiction" means a municipality's extraterritorial jurisdiction as determined under Chapter [42](#), except that for a municipality that has a population of 5,000 or more and is located in a county bordering the Rio Grande River, "extraterritorial jurisdiction" means the area outside the municipal limits but within five miles of those limits.

(2) "Plan" means a subdivision development plan, including a subdivision plan, subdivision construction plan, site plan, land development application, and site development plan.

(3) "Plat" includes a preliminary plat, general plan, final plat, and replat.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 951 (H.B. [3167](#)), Sec. 1, eff. September 1, 2019.

Sec. 212.002. RULES. After a public hearing on the matter, the governing body of a municipality may adopt rules

governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 212.0025. CHAPTER-WIDE PROVISION RELATING TO REGULATION OF PLATS AND SUBDIVISIONS IN EXTRATERRITORIAL JURISDICTION. The authority of a municipality under this chapter relating to the regulation of plats or subdivisions in the municipality's extraterritorial jurisdiction is subject to any applicable limitation prescribed by an agreement under Section [242.001](#).

Added by Acts 2003, 78th Leg., ch. 523, Sec. 6, eff. June 20, 2003.

Sec. 212.003. EXTENSION OF RULES TO EXTRATERRITORIAL JURISDICTION. (a) The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section [212.002](#) and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section [13.002](#), Water Code, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health. However, unless otherwise authorized by state law, in its extraterritorial jurisdiction a municipality shall not regulate:

- (1) the use of any building or property for business, industrial, residential, or other purposes;
- (2) the bulk, height, or number of buildings constructed on a particular tract of land;
- (3) the size of a building that can be constructed on a particular tract of land, including without limitation any

restriction on the ratio of building floor space to the land square footage;

(4) the number of residential units that can be built per acre of land; or

(5) the size, type, or method of construction of a water or wastewater facility that can be constructed to serve a developed tract of land if:

(A) the facility meets the minimum standards established for water or wastewater facilities by state and federal regulatory entities; and

(B) the developed tract of land is:

(i) located in a county with a population of 2.8 million or more; and

(ii) served by:

(a) on-site septic systems constructed before September 1, 2001, that fail to provide adequate services; or

(b) on-site water wells constructed before September 1, 2001, that fail to provide an adequate supply of safe drinking water.

(b) A fine or criminal penalty prescribed by the ordinance does not apply to a violation in the extraterritorial jurisdiction.

(c) The municipality is entitled to appropriate injunctive relief in district court to enjoin a violation of municipal ordinances or codes applicable in the extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 822, Sec. 6, eff. Sept. 1, 1989; Acts 2001, 77th Leg., ch. 68, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 731, Sec. 3, eff. Sept. 1, 2003.

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial

jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

(b) To be recorded, the plat must:

(1) describe the subdivision by metes and bounds;
 (2) locate the subdivision with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part; and

(3) state the dimensions of the subdivision and of each street, alley, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part.

(c) The owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgment of deeds.

(d) The plat must be filed and recorded with the county clerk of the county in which the tract is located.

(e) The plat is subject to the filing and recording provisions of Section [12.002](#), Property Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
 Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug.

28, 1989; Acts 1989, 71st Leg., ch. 624, Sec. 3.02, eff. Sept. 1, 1989; Acts 1993, 73rd Leg., ch. 1046, Sec. 1, eff. Aug. 30, 1993.

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND RELATED ACTIVITIES

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 242. AUTHORITY OF MUNICIPALITY AND COUNTY TO REGULATE SUBDIVISIONS IN AND OUTSIDE MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

Sec. 242.001. REGULATION OF SUBDIVISIONS IN EXTRATERRITORIAL JURISDICTION GENERALLY. (a) This section applies only to a county operating under Sections 232.001-232.005 or Subchapter B, C, or E, Chapter [232](#), and a municipality that has extraterritorial jurisdiction in that county. Subsections (b)-(g) do not apply:

(1) within a county that contains extraterritorial jurisdiction of a municipality with a population of 1.9 million or more;

(2) within a county within 50 miles of an international border, or to which Subchapter C, Chapter [232](#), applies; or

(3) to a tract of land subject to a development agreement under Subchapter G, Chapter [212](#), or other provisions of this code.

(b) For an area in a municipality's extraterritorial jurisdiction, as defined by Section [212.001](#), a plat may not be filed with the county clerk without the approval of the

governmental entity authorized under Subsection (c) or (d) to regulate subdivisions in the area.

(c) Except as provided by Subsections (d)(3) and (4), a municipality and a county may not both regulate subdivisions and approve related permits in the extraterritorial jurisdiction of a municipality after an agreement under Subsection (d) is executed. The municipality and the county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction. For a municipality in existence on September 1, 2001, the municipality and county shall enter into a written agreement under this subsection on or before April 1, 2002. For a municipality incorporated after September 1, 2001, the municipality and county shall enter into a written agreement under this subsection not later than the 120th day after the date the municipality incorporates. On reaching an agreement, the municipality and county shall certify that the agreement complies with the requirements of this chapter. The municipality and the county shall adopt the agreement by order, ordinance, or resolution. The agreement must be amended by the municipality and the county if necessary to take into account an expansion or reduction in the extraterritorial jurisdiction of the municipality. The municipality shall notify the county of any expansion or reduction in the municipality's extraterritorial jurisdiction. Any expansion or reduction in the municipality's extraterritorial jurisdiction that affects property that is subject to a preliminary or final plat, a plat application, or an application for a related permit filed with the municipality or the county or that was previously approved under Section [212.009](#) or Chapter [232](#) does not affect any rights accrued under Chapter [245](#). The approval of the plat, any permit, a plat application, or an application for a related permit remains effective as provided by Chapter [245](#) regardless of the change in designation as extraterritorial jurisdiction of the municipality.

(d) An agreement under Subsection (c) may grant the authority to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of a municipality as follows:

(1) the municipality may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction and may regulate subdivisions under Subchapter A of Chapter [212](#) and other statutes applicable to municipalities;

(2) the 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;

(3) the municipality and the county may apportion the area within the extraterritorial jurisdiction of the municipality with the municipality regulating subdivision plats and approving related permits in the area assigned to the municipality and the county regulating subdivision plats and approving related permits in the area assigned to the county;
or

(4) the municipality and the county may enter into an interlocal agreement that:

(A) establishes one office that is authorized to:

(i) accept plat applications for tracts of land located in the extraterritorial jurisdiction;

(ii) collect municipal and county plat application fees in a lump-sum amount; and

(iii) provide applicants one response indicating approval or denial of the plat application; and

(B) establishes a single set of consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by Chapter [212](#), Sections 232.001-232.005, Subchapters B and C, Chapter [232](#), and other statutes applicable to municipalities and

counties that will be enforced in the extraterritorial jurisdiction.

(e) In an unincorporated area outside the extraterritorial jurisdiction of a municipality, the municipality may not regulate subdivisions or approve the filing of plats, except as provided by The Interlocal Cooperation Act, Chapter [791](#), Government Code.

(f) If a certified agreement between a county and municipality as required by Subsection (c) is not in effect on or before the applicable date prescribed by Section [242.0015](#)(a), the municipality and the county must enter into arbitration as provided by Section [242.0015](#). If the arbitrator or arbitration panel, as applicable, has not reached a decision in the 60-day period as provided by Section [242.0015](#), the arbitrator or arbitration panel, as applicable, shall issue an interim decision regarding the regulation of plats and subdivisions and approval of related permits in the extraterritorial jurisdiction of the municipality. The interim decision shall provide for a single set of regulations and authorize a single entity to regulate plats and subdivisions. The interim decision remains in effect only until the arbitrator or arbitration panel reaches a final decision.

(g) If a regulation or agreement adopted under this section relating to plats and subdivisions of land or subdivision development establishes a plan for future roads that conflicts with a proposal or plan for future roads adopted by a metropolitan planning organization, the proposal or plan of the metropolitan planning organization prevails.

(h) This subsection applies only to a county to which Subsections (b)-(g) do not apply, except that this subsection does not apply to a county subject to Section [242.002](#) or a county that has entered into an agreement under Section [242.003](#). For an area in a municipality's extraterritorial jurisdiction, as defined by Section [212.001](#), a plat may not be filed with the county clerk without the approval of both the municipality and the county. If a municipal regulation and a county regulation

relating to plats and subdivisions of land conflict, the more stringent regulation prevails. However, if one governmental entity requires a plat to be filed for the subdivision of a particular tract of land in the extraterritorial jurisdiction of the municipality and the other governmental entity does not require the filing of a plat for that subdivision, the authority responsible for approving plats for the governmental entity that does not require the filing shall issue on request of the subdivider a written certification stating that a plat is not required to be filed for that subdivision of the land. The certification must be attached to a plat required to be filed under this subsection.

(i) Property subject to pending approval of a preliminary or final plat application filed after September 1, 2002, that is released from the extraterritorial jurisdiction of a municipality shall be subject only to county approval of the plat application and related permits and county regulation of that plat. This subsection does not apply to the simultaneous exchange of extraterritorial jurisdiction between two or more municipalities or an exchange of extraterritorial jurisdiction that is contingent on the subsequent approval by the releasing municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(c), 87(n), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 1428, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 404, Sec. 26, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 736, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1028, Sec. 1, eff. Sept. 2001; Acts 2003, 78th Leg., ch. 523, Sec. 1, 3(a), 4, eff. June 20, 2003.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 971 (H.B. [1970](#)), Sec. 1, eff. June 14, 2013.