

**INTERIM INTERLOCAL COOPERATION AGREEMENT
BETWEEN ROCKWALL COUNTY AND THE CITY OF
ROCKWALL FOR SUBDIVISION REGULATION WITHIN THE
CITY OF ROCKWALL'S EXTRATERRITORIAL JURISDICTION
(ETJ).**

THIS INTERIM INTERLOCAL COOPERATION AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY (herein after referred to as the *Agreement*), is executed by and between Rockwall County, Texas -- a *political subdivision of the State of Texas* -- (herein after referred to as the *County*), and the City of Rockwall -- a *municipal corporation of the State of Texas* -- (herein after referred to as the *City*), dated April 13, 2020, was drafted pursuant to the requirements of Chapter 242, *Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code.

RECITALS

The *City* and *County* hereby agree that the following statements are true and correct and constitute the basis upon which the *City* and *County* have entered into this *Agreement*:

WHEREAS, the *City* and *County* have a long history of effective intergovernmental cooperation in the furtherance of the public's interest, and the execution and implementation of this *Agreement* is intended to further a cooperative, good faith relationship between the *City* and *County* in support of their common goals; and,

WHEREAS, the *City* and the *County* accept that it is in the interest of both agencies to combine their respective processes for approving subdivision plats into a single process for land that is located within the *County* and the *City's* Extraterritorial Jurisdiction (ETJ) with each entity retaining certain responsibilities as provided in this *Agreement*; and;

WHEREAS, Chapter 242, *Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code requires the *City* and the *County* to enter into a written agreement that identifies the governmental entity authorized to regulate subdivisions of land within the Extraterritorial Jurisdiction (ETJ) of the *City*; and,

WHEREAS, the *County* is in the process of amending its current Subdivision Rules and Regulations and both the *City* and the *County* deem it necessary to enter this Interim Agreement until such time as the *County* completes amendments to its Subdivision Rules and Regulations and the *City* and the *County* are able to enter into a permanent agreement pursuant to Chapter 242 of the Texas Local Government Code; and,

WHEREAS, the *City* and *County* both accept that the authority to regulate plats in the *City's* Extraterritorial Jurisdiction (ETJ) should be made pursuant to Section 242.001(d)(4) of the Texas Local Government Code summarized as follows but more particularly described below: the *City* should be granted jurisdiction to regulate subdivision plats in the *City's* Extraterritorial Jurisdiction (ETJ), with the *County* retaining authority to enforce floodplain, on-site sewage facilities, and designating a third party to provide inspection of public improvements within a right-of-way; and,

NOW, THEREFORE, in order to carry out the stated intent, obligations, and mutual promises of the above recitals above and for receipt, sufficiency, and monetary consideration, the *City* and the *County* hereby agree to the following:

ARTICLE 1: PURPOSE.

The purpose of this *Agreement* is as follows:

- (1) To establish and clarify the *City* and the *County's* obligations, costs, manner, and method for the approval of subdivision plats for real property located within both the *County* and the *City's* Extraterritorial Jurisdiction (ETJ) during the pendency of this interim *Agreement*.
- (2) To establish a reporting process for the *City* to notify the *County* when City Council acts to change the boundaries of the *City's* Extraterritorial Jurisdiction (ETJ), thereby affecting the process for reviewing and approving subdivision plats for newly incorporated or disincorporated property during the pendency of this interim *Agreement*.

ARTICLE 2: TERM OF AGREEMENT.

- (1) *Effective Date*. This *Agreement* shall commence on the date that it is formally and duly signed and executed by both the *City* and *County*, and shall be valid for a period of six (6) months. Thereafter, the *City* and *County* shall renew the *Agreement* on a six (6) month basis, unless terminated as provided herein.
- (2) *Renewal*. The renewal of this *Agreement* shall be automatic upon the expiration of the preceding term unless the *City* or *County* provides written notice to the other governmental agency of its desire to not renew the agreement. Written notice shall be provided a minimum of 45-days prior to the expiration of the current term. Upon termination of this *Agreement*, neither the *City* nor the *County* shall have any obligations to the other entity under this *Agreement*, except with respect to payment for services already rendered under this *Agreement* but not yet paid.
- (3) *Compliance with Chapter 242; TLGC*. The *City* and *County* mutually certify that this *Agreement* complies with the requirements of Chapter 242, *Authority of Municipality and County to Regulate Subdivisions in and Outside Municipality's Extraterritorial Jurisdiction*, of the Texas Local Government Code.

ARTICLE 3: APPLICABLE SUBDIVISION PLATS.

- (1) *Plats Applicable to this Agreement*. All preliminary plats, amended plats, conveyance plats, final plats, and replats where any portion of the property is located inside the *City's* Extraterritorial Jurisdiction (ETJ) and where either the *City* or *County* would have jurisdiction under any applicable law shall be subject to the requirements of this *Agreement*.

ARTICLE 4: EXPANSION OR REDUCTION OF THE EXTRATERRITORIAL JURISDICTION (ETJ).

- (1) *Expansion or Reduction of the City's Extraterritorial Jurisdiction (ETJ)*. Should the City Council of the *City* act to expand or reduce its Extraterritorial Jurisdiction (ETJ), the *City* shall notify the *County* in writing a minimum of ten (10) days after the action is finalized and provide the *County* with an updated map showing the adjusted Extraterritorial Jurisdiction (ETJ). Upon receipt of the map by the *County*, the map contained in *Exhibit 'B': City of Rockwall's Extraterritorial Jurisdiction (ETJ)* of this *Agreement* shall be considered to be automatically amended and no further action with regard to this *Agreement* shall be necessary.
- (2) *Effect of Expansion or Reduction of the City's Extraterritorial Jurisdiction (ETJ) on this Agreement*. Upon expansion or reduction in the *City's* Extraterritorial Jurisdiction (ETJ), the *City* shall continue to have jurisdiction to regulate applicable subdivision plats in the *City's* Extraterritorial Jurisdiction (ETJ) including in the expanded areas; however, a change in the area covered by this *Agreement* will not affect any rights accrued under Chapter 245, *Issuance of Local Permits*, of the Texas Local Government Code. All areas outside of the *City's* Extraterritorial Jurisdiction (ETJ) shall be within the *County's* jurisdiction. Should an expansion or reduction in the *City's* Extraterritorial Jurisdiction (ETJ) cause either the *City* or *County* to require a written amendment to this *Agreement*, both the *City* and the *County* agree that the *City* shall continue to have exclusive jurisdiction to regulate subdivision plats in the *City's* Extraterritorial Jurisdiction (ETJ) until this *Agreement* is amended.

- (3) Map of the City's Extraterritorial Jurisdiction (ETJ). A map of the City's Extraterritorial Jurisdiction (ETJ) as of the effective date of this Agreement is contained in Exhibit 'B': City of Rockwall's Extraterritorial Jurisdiction (ETJ) of this Agreement.

ARTICLE 5: COUNTY AUTHORITY AND RESPONSIBILITIES.

The County agrees to the following:

- (1) Authority. The City will have the authority to approve subdivision plats and to issue related permits under Chapter 212, *Municipal Regulation of Subdivisions and Property Development*, and Chapter 232, *County Regulation of Subdivisions*, of the Texas Local Government Code within the City's Extraterritorial Jurisdiction (ETJ), pursuant to Section 242.001(d) of the Texas Local Government Code, for the purpose, unless otherwise stated in this Agreement, granting the City the exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's Extraterritorial Jurisdiction (ETJ) utilizing the City's subdivision procedures, which are outlined in Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances. The County shall not accept any application requesting approval of a subdivision plat within the City's Extraterritorial Jurisdiction (ETJ) following the effective date of this Agreement. In addition, the County Clerk's Office shall not allow any plat to be filed in the City's Extraterritorial Jurisdiction (ETJ) without the City's authorization.
- (2) Comments on Subdivision Plats or Engineering Plans. Upon receipt from the City of an application and subdivision plat or engineering plans [referenced in Subsection (5); Article 6], the County may prepare and send comments (if any) to the City within ten (10) days.
- (3) On-Site Sewage Facilities (OSSF). The County retains exclusive jurisdiction to administer and enforce the County's on-site sewage facility (OSSF) regulations on property in the City's Extraterritorial Jurisdiction (ETJ); provided that the County reject as incomplete any application for an on-site sewage facility (OSSF) that is not accompanied by an approved subdivision plat or a statement from the City that a subdivision plat is not required for the development of a property.
- (4) Floodplain. The County will continue to be responsible for the enforcement of floodplain within the City's Extraterritorial Jurisdiction (ETJ) in accordance with the County's Flood Damage Prevention Order; however, any plans or subdivision plats submitted to the City for review and approval shall be required to meet the City's *Standards of Design and Construction* manual.
- (5) Public Improvements. The County will continue to be responsible for accepting all public improvements that are located in the City's Extraterritorial Jurisdiction (ETJ), and that will be maintained by the County. The dedication and acceptance of any public improvements by the County shall adhere to the County's *Road Acceptance Procedures* as set forth in the County's *Subdivision Rules and Regulations* and as stipulated by Section (C)(3)(b) of Exhibit A: *Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement*.

ARTICLE 6: CITY AUTHORITY AND RESPONSIBILITIES.

The City agrees to the following:

- (1) Authority. For properties requesting approval of a subdivision plat in the City's Extraterritorial Jurisdiction (ETJ), the City shall enforce: [1] the subdivision procedures stipulated by Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances; [2] the standards of design and construction as outline by the City's *Standards of Design and Construction Manual*; and [3] the subdivision regulations contained in Exhibit A: *Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement*.

- (2) Subdivision Regulations. The City and County agree that the subdivision regulations contained in *Exhibit A: Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement* shall be applied exclusively in the review of subdivision plats in the City's Extraterritorial Jurisdiction (ETJ). Should the City or County desire to amend the subdivision regulations contained in this Agreement, the two (2) entities will cooperate to determine if changes are necessary, and will adopt changes agreed upon by both entities through their respective governing bodies.
- (3) Subdivision Construction Plan Review. The City's Engineering Department shall be responsible for the review and approval of all subdivision construction plans (e.g. engineering and/or civil plans) in accordance with the requirements of this Agreement. All costs shall be accrued in accordance with the City's Engineering Department's standard fees. Any cost incurred through the review of the subdivision construction plans shall be the responsibility of the developer and/or property owner (i.e. the applicant).
- (4) Dedication of Right-of-Way. The City agrees to require developers to dedicate public right-of-way pursuant to the Rockwall County Thoroughfare Plan and the requirements of *Exhibit A: Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement -- in existence at the time of the effective date of this Agreement and as may be amended in the future --* subject to applicable constitutional and statutory limitations for subdivision plats. When it appears to the City that a right-of-way dedication requirement [1] may exceed an applicable constitutional or statutory requirement or [2] if there is a conflict between the Rockwall County Thoroughfare Plan and the City's Master Thoroughfare Plan, the City will notify the County of the discrepancy. The City and County will cooperate to determine the extent of the right-of-way dedication to be requested, or establish an alternative method of securing the necessary right-of-way.
- (5) Proportionality Appeals. When a proportionality appeal is requested by a developer or property owner, the City -- in consultation with the County -- will make an initial determination of proportionality in accordance with the requirements for proportionality appeals stipulated by Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances.
- (6) Notification of Application for a Subdivision Plat or Engineering Plans. The City will notify the County upon receiving an application for the approval of a subdivision plat or engineering plans by sending a digital copy of the application and the subdivision plat or engineering plans to the County within ten (10) days of acceptance.
- (7) Approval or Denial of a Subdivision Plat or Engineering Plans. The City shall contact the County concerning the status of a subdivision plat or engineering plans no later than 15-days after the City Council acts on a subdivision plat or staff takes administrative action on engineering plans. If a subdivision plat is approved and subsequently filed by the City, then the City shall provide the County with [1] two (2) copies of the signed and filed mylars and [2] a digital file of the subdivision plat tying it to a minimum of two (2) GPS points in a County approved digital format within ten (10) working days.
- (8) Exemptions, Exceptions, or Variances to the Subdivision Regulations. If requested by a developer or property owner -- and prior to accepting an application for a subdivision plat or engineering plans --, the City shall bring any request for an exemption, exception, or variance to the standards contained in [1] the City's *Standards of Design and Construction* manual, [2] Chapter 38, *Subdivisions*, of the City's Municipal Code of Ordinances, or [3] *Exhibit A: Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement* before the City Council for review and action. If an application for a subdivision plat or engineering plans is submitted and accepted, and it is determined -- through review -- by the City's Engineering Department and/or Planning and Zoning Department that the subdivision plat will require an exception and/or a variance, then the subdivision plat shall be denied and the applicant will be required to follow the procedures outlined in this section. The denial of an application will not require the City or County to refund any application fees or costs incurred through the review of the subdivision plat.

If a developer or property owner submits a request for an exemption, exception, or variance, the City shall provide

a written recommendation to the City Council prior to the Council's review and subsequent action on the request. When reviewing requests for exceptions or variances, the City Council should take into consideration the unique or extraordinary circumstance or hardship that prevents the developer or property owner from meeting the stated requirement. When reviewing requests for exemptions, the City Council should take into consideration the exceptions allowed under Section 232.0015, *Exemptions to Plat Requirements*, of the Texas Local Government Code and the exemptions listed under Subsection (D), *Exemptions*, of Exhibit A: *Subdivision Regulations for Review of Plats in the Extraterritorial Jurisdiction (ETJ) of the City of this Agreement*.

- (9) *Inspections*. The County shall be responsible for designating a chosen third-party inspector that will be responsible for the inspection and approval over public improvements within the right-of-way and/or public easements for all construction projects subject to the terms of this Agreement. The third-party inspector may issue a stop-work order if the applicable construction standards are not being met, or as deemed necessary by the City and/or County. The third-party inspector shall submit *as-built* drawings and provide notice to both the City and the County when construction of all public improvements have been completed. The developer and/or property owner (*i.e. the applicant*) shall be responsible for all cost incurred by the County's third-party inspector. The City shall be responsible for collecting all costs incurred and compensating the third-party inspector on behalf of the County.

ARTICLE 7: GENERAL PROVISIONS.

- (1) *General Administration*. The City and County shall be responsible for designating their respective representatives to generally administer the requirements of this Agreement.
- (2) *Alteration, Amendment, and/or Modification*. This Agreement may not be altered, amended, and/or modified unless both the City or County notify the other entity in writing and both entities agree to the alteration, amendment, and/or modification.
- (3) *Notice*. All notices sent pursuant to the requirements of this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, by hand delivery, or commercial delivery service. Notices sent pursuant to this Agreement will be sent to the following:

Rockwall County Judge's Office

Rockwall County Judge
Rockwall County Judge's Office
101 Rusk Street, Room 202
Rockwall, Texas 75087

City Manager's Office

City Manager
City of Rockwall
385 S. Goliad Street
Rockwall, Texas 75087

Note: When notices sent pursuant to this Agreement are mailed via registered or certified mail, notices shall be deemed effective three (3) days after deposit in a US mailbox or at a US post office.

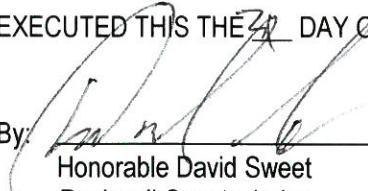
- (4) *Severability*. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of the Agreement.
- (5) *Breach*. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either the City or County will be entitled to any and all rights and remedies allowed under the State of Texas law for any breach of this Agreement by the other entity.

- (6) Non-Waiver. The waiver by either the *City* or *County* of a breach of this *Agreement* will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this *Agreement* is intended by either party to constitute a waiver of any immunity for suit or liability to which it is entitled under applicable law.
- (7) Entire Agreement. This Interlocal Cooperation Agreement constitutes the entire *Agreement* between the *City* and the *County*. No other agreement, statement, or promise relating to the subject matter of this *Agreement* and which is not contained in this *Agreement* or incorporated by reference in this *Agreement* will be valid or binding.
- (8) Terms Used in Document. As used in this *Agreement*, the terms *Interlocal Cooperation Agreement*, *Interlocal Agreement*, *Agreement*, and *Contract* are synonymous.
- (9) Non-Defined Terms. If not specifically defined in this *Agreement*, words and phrases used in this *Agreement* will have their ordinary meaning as defined by common usage.


SIGNATURES AND ATTESTS

ROCKWALL COUNTY, TEXAS

EXECUTED THIS THE 21 DAY OF APRIL, 2020.

By: 

Honorable David Sweet
Rockwall County Judge

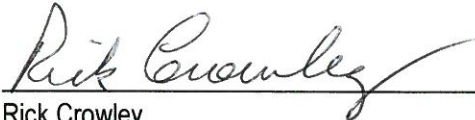
Attest: 

Felicia Morris
Rockwall County Administrator

Date: 4/21/2020

CITY OF ROCKWALL, TEXAS

EXECUTED THIS THE 23 DAY OF APRIL, 2020.

By: 

Rick Crowley
City Manager

Attest: 

Kristy Cole
City Secretary

Date: 4/23/2020

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
 Extraterritorial Jurisdiction (ETJ) of the City*

(A) Process and Procedures. The process and procedures as outlined in Chapter 38, *Subdivisions*, of the City of Rockwall's Municipal Code of Ordinances -- *in existence at the time of the effective date of this Agreement and as may be amended in the future* -- shall apply exclusively to the review of all subdivisions plats in the City's Extraterritorial Jurisdiction (ETJ) with the exception of the items contained in Subsection (D), *Subdivision Regulations*, of Exhibit 'A' of this Agreement; however, in general, the process can be summarized as follows:

- (1) Preliminary Plat. A preliminary plat submitted to the City of Rockwall's Planning and Zoning Department shall be required for all developments proposing the subdivision of land into two (2) or more parcels unless waived by the Director of Planning and Zoning of the City of Rockwall. All requests for waivers should be submitted in writing to the Director of Planning and Zoning prior to the submittal of an application. The Director of Planning and Zoning shall have ten (10) days to respond in writing to any request for a waiver to the preliminary plat requirements.
- (2) Engineering. Full engineering and civil plans conforming to the City's *Standards of Design and Construction* manual shall be submitted to the City of Rockwall's Engineering Department.
- (3) Final Plat. A final plat conforming to the preliminary plat and/or engineering/civil plans shall be submitted to the City of Rockwall's Planning and Zoning Department.

Note: A checklist for preliminary and final plats is included in Exhibit 'C' of this Agreement.

(B) Design and Construction Standards. Unless specifically addressed in Subsection (C), *Subdivision Regulations*, of Exhibit 'A' of this Agreement, the design and construction standards contained within the City's *Standards of Design and Construction* manual -- *in existence at the time of the effective date of this Agreement and as may be amended in the future* -- shall exclusively apply to the review of all improvements in the City's Extraterritorial Jurisdiction (ETJ).

(C) Subdivision Regulations. The following standards are based on the County's subdivision regulations; the Rockwall County Thoroughfare Plan; and Chapter 232, *County Regulation of Subdivisions*, of the Texas Local Government Code.

(1) Building Setback Requirements Adjacent to a Public Street. Building setbacks shall be indicated on all subdivision plats where any portion of a lot or tract of land is adjacent to a street. Based on the size of the adjacent roadway, the following minimum building setbacks are required:

Roadway Classification ¹	Building Setback
Freeway or Toll Road	50'
Principal Arterial (2-6 Lanes, 100'-120' of Right-of-Way)	50'
Minor Arterial (2-4 Lanes, 65'-100' of Right-of-Way)	50'
Collector (2-3 Lanes, 60'-80' of Right-of-Way)	50'
Frontage Road	50'
Residential/Local Street and All Other Public Roadways ²	25'

Notes:

¹: All classifications are listed on the Rockwall County Thoroughfare Plan.

²: Private streets shall be subject to the same minimum setback as a Residential/Local Street.

(2) Minimum Lot Frontage on a Street. All lots or tracts of land shall be required to have frontage on an existing public or private street that is based on the size of the lot. The minimum frontage requirements are as follows:

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
 Extraterritorial Jurisdiction (ETJ) of the City*

Lot Size ¹	Equation	Frontage
Lots One (1) Acre or Less ²	$X \leq 1\text{-AC}$	80'
Lots Greater Than One (1) Acre but Less Than Three (3) Acres	$1\text{-AC} < X < 3\text{-AC}$	150'
Lots Three (3) Acres or More but Less Than Five (5) Acres	$3\text{-AC} \leq X < 5\text{-AC}$	200'
Lots Five (5) Acres or More but Less Than Ten (10) Acres	$5\text{-AC} \leq X < 10\text{-AC}$	300'
Lots Ten (10) Acres or Greater	$X \geq 10\text{-AC}$	450'

Notes:

- ¹: On curvilinear lots, the lots size shall be measured by the cord length along a curve.
²: In cul-de-sacs the minimum lot frontage may be equal to 80-feet.

(3) Streets and Roadways.

- (a) Right-of-Way. Street and road right-of-way shall conform to the *Rockwall County Thoroughfare Plan*, which is summarized as follows:

Roadway Classification	Cross Section	Right-of-Way ^{1 & 2}
Local	Residential, Two (2) Lanes, Undivided, Roadway	60'
Collector	Rural, Two (2) Lanes, Undivided, Roadway	60'
Collector	Urban, Two (2) Lanes, Undivided, Roadway	60'
Collector	Rural, Three (3) Lanes, Undivided, Roadway	65'
Collector	Urban, Three (3) Lanes, Undivided, Roadway	80'
Minor Arterial	Rural, Two (2) Lanes, Undivided, Roadway	65'
Minor Arterial	Urban, Three (3) Lanes, Undivided, Roadway	80'
Minor Arterial	Rural, Four (4) Lanes, Undivided, Roadway	100'
Minor Arterial	Urban, Four (4) Lanes, Undivided, Roadway	100'
Minor Arterial	Rural, Four (4) Lanes, Divided, Roadway	100'
Principal Arterial	Rural, Two (2) Lanes, Divided Roadway	100'
Principal Arterial	Rural, Four (4) Lanes, Divided Roadway	100'
Principal Arterial	Urban, Four (4) Lanes, Divided Roadway	120'
Principal Arterial	Rural, Six (6) Lanes, Divided Roadway	120'
Principal Arterial	Urban, Six (6) Lanes, Divided Roadway	120'

Notes:

- ¹: Private streets shall be subject to the same right-of-way and classification requirements as public streets.
²: In accordance with Sec. 232.003(1) & Sec. 232.003(2) of the TLGC, a maximum of 100' of right-of-way will be required on a main artery for a subdivision and 70' for all other roads in a subdivision.

- (b) Street and Roadway Acceptance. Once a street or roadway construction project has been completed, the developer shall be responsible for notifying the City's Engineering Department and the County in writing. All conditions of the final plat must be met. Acceptance of streets and alley improvements shall be evidence of approval by the City's Engineering Department and by an instrument approved by the Rockwall County Commissioner's Court in accordance with the *Rockwall County Subdivision Rules and Regulations*.
- (4) Adequate Public Utilities/Facilities. It shall be the responsibility of the developer or applicant to ensure that all easements are of the proper width and location to serve the appropriate utility companies. In addition, the following documentation will be required for subdivision plats:
- (a) Preliminary Plats. The developer shall submit preliminary plans for the provision of adequate public utilities (*i.e. water, wastewater, and drainage*) necessary to serve the property. In addition, the developer shall submit the following:

Exhibit 'A':

*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

- (1) Water. At the time of preliminary plat, a certified letter from an approved Texas Commission on Environmental Quality (TCEQ) utility service provider stating that the proposed subdivision of land can sufficiently be served in the quality and quantity to meet minimum State of Texas standards as required by Section 16.343 of Chapter 16, *Provisions Generally Applicable to Water Development*, of the Water Code shall be submitted. The letter should also indicate that the utility provider has reviewed and approved the proposed water plans. The approximate fire flow should also be indicated in the letter. If easements are required by the utility provider they should be reflected on the preliminary plat.
- (2) Wastewater. If an on-site sewage facility (OSSF) or privately owned/organized on-site sewage disposal system are proposed, a site evaluation by a Texas Licensed Professional Engineer or Registered Septic Site Evaluator with a current site evaluator's license shall be submitted with the preliminary plat. The preliminary plat should reflect each soil evaluation point covered by the site evaluation.
- (b) Final Plats. If a preliminary plat was approved and the items referenced in Subsection (C)(4)(a) above were provided then no additional items shall be required; however, if no preliminary plat was approved then the applicant shall be required to meet the requirements of Subsection (C)(4)(a).
- (5) Certification and Dedication Language. The following certifications and dedication language will be added to all subdivision plats subject to this *Agreement*:

(a) Owner's Certification.

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS *[OWNER'S NAME]*, BEING THE OWNER OF A TRACT OF land in the County of Rockwall, State of Texas, said tract being described as follows: *[LEGAL DESCRIPTION]*

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I (*we*) the undersigned owner(s) of the land shown on this plat, and designated herein as the *[SUBDIVISION NAME]* subdivision to the County of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I (*we*) further certify that all other parties who have a mortgage or lien interest in the *[SUBDIVISION NAME]* subdivision have been notified and signed this plat. I (*we*) understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. I (*we*) also understand the following;

- (1) No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
- (2) Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

- (3) The City and County of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
- (4) The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
- (5) The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
- (6) No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the *Subdivision Rules and Regulations* of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications required by the Interlocal Cooperation Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction of a Municipality entered into by the City and County of Rockwall; or
- (7) Property owner shall be responsible for maintaining, repairing, and replacing all systems within the drainage and detention easements.

Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the County's chosen engineer and/or County Administrator, computed on a private commercial rate basis, has been made with the County, accompanied by an agreement signed by the developer and/or owner, authorizing the City and County to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City or County be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the City and County, supported by evidence of work done; or

Until the developer and/or owner files a corporate surety bond with the County in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the Commissioner's Court of Rockwall County.

I (we) further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the County; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exactions made herein.

Property Owner Signature(s)

(b) *Notary Certification.*

STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared *[PROPERTY OWNER]*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this *[DAY]* day of *[MONTH]*, *[YEAR]*.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

Notary Public in and for the State of Texas

My Commission Expires

(c) Surveyor's Certification.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, *[SURVEYOR'S NAME]*, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Surveyor Signature

Registered Public Surveyor No.

(d) Signature Blocks.

Planning & Zoning Commission, Chairman

Date

APPROVED:

I hereby certify that the above and foregoing plat of an addition to Rockwall County, Texas, was approved by the City Council of the City of Rockwall on the *[DAY]* day of *[MONTH], [YEAR]* in accordance with the requirements of the *Interlocal Cooperation Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction (ETJ) of the City* entered into by the City of Rockwall and Rockwall County.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this *[DAY]* day of *[MONTH], [YEAR]*.

Mayor, City of Rockwall

City Secretary

City Engineer

Rockwall County Judge

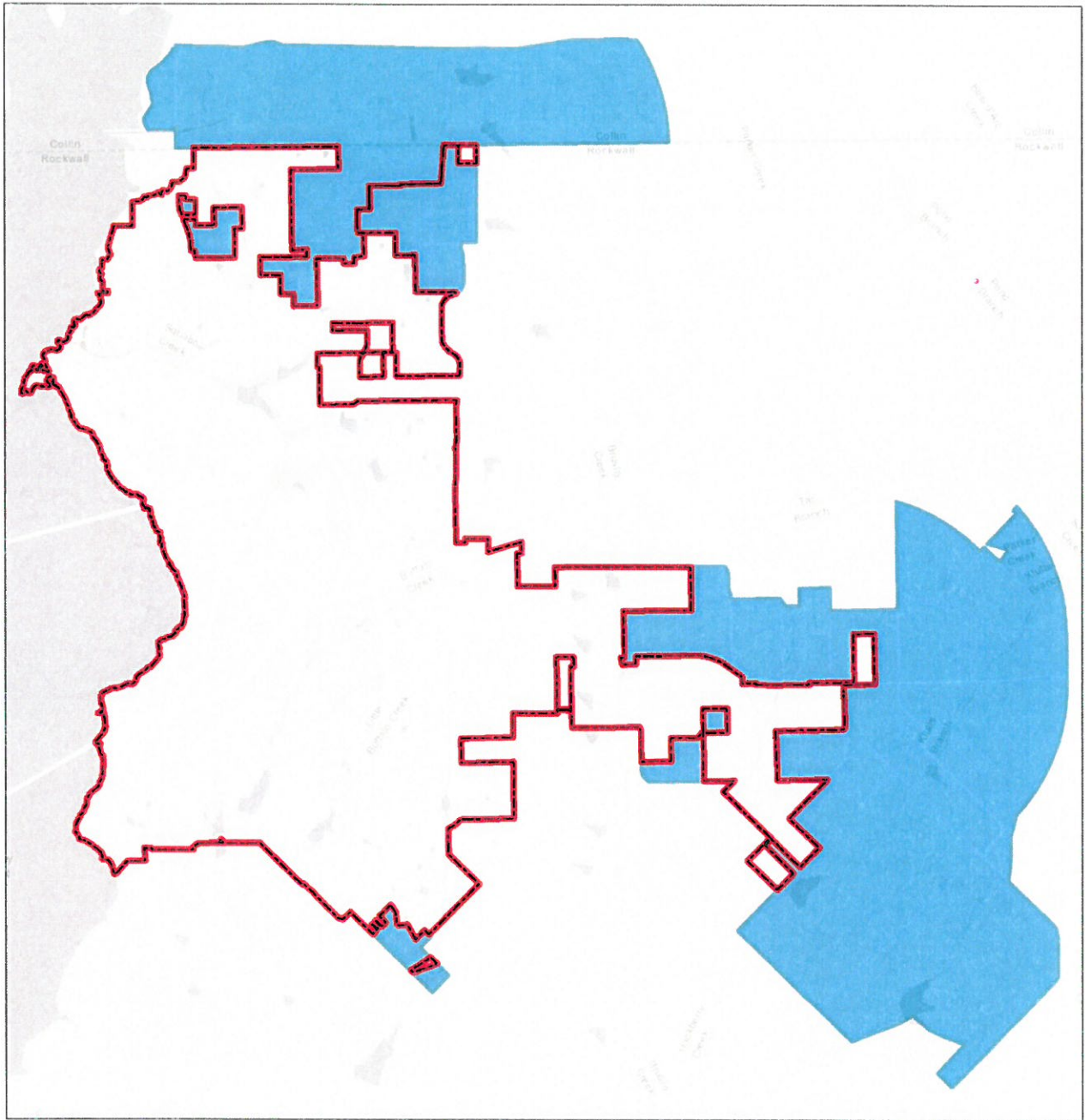
Date

- (6) Subdivision and/or Deed Restrictions. If requested by the *City or County*, the developer shall provide a copy of the subdivision and/or deed restrictions.

Exhibit 'A':
*Subdivision Regulations for Review of Plats in the
Extraterritorial Jurisdiction (ETJ) of the City*

- (D) Exemption Requests. An owner of a tract of land may request an exemption from the subdivision platting requirements in accordance with Section 232.0015 of the Texas Local Government Code. Exemption requests shall be submitted in writing to the Director of Planning and Zoning of the *City* prior to submitting a subdivision plat. The request shall indicate the reason the exemption being requested. The Director of Planning and Zoning of the *City* shall review the request based on the criteria below, and provide a written response to the applicant within ten (10) days of receiving the exemption request.
- (1) Administrative Exemptions. The Director of Planning and Zoning of the *City* may approve an exemption request for one of the following reasons; however, the request must meet the criteria listed in Subsection (2) below:
- (a) The proposed subdivision of land will result in all lots being greater than ten (10) acres in gross area.
 - (b) The proposed subdivision of land is for agricultural land uses as defined by Subsection 1(d) of Article 8, *Taxation and Revenue*, of the Texas Constitution.
 - (c) The proposed subdivision of land will subdivide a tract into two (2) or more parts and the land is owned by a political subdivision of the State of Texas.
 - (d) The proposed subdivision of land will subdivide a tract into two (2) or more parts and the land is primarily situated within a floodplain.
 - (e) The proposed subdivision of land will subdivide a tract into two (2) or more parts for the purpose of conveying the land to adjoining landowners.
 - (f) The proposed subdivision is to facilitate the sale of land to a veteran through the Veterans' Land Board program.
 - (g) The proposed subdivision of land will subdivide a tract into four (4) or fewer parts for the purpose of conveying, deeding, or otherwise transferring ownership to an individual who is related to the owner of the tract of land within the third degree by consanguinity or affinity as determined under Chapter 573, *Degrees of Relationship; Nepotism Prohibitions*, of the Texas Government Code.
 - (h) The proposed subdivision of land is a testamentary subdivision of land.
- (2) Exemption Requests Requiring Approval from the Commissioners Court. Exemption requests that are not covered under Subsection (1) above, but that meet the criteria of Subsection (2) above, may be referred to the City Council in accordance with the requirements of Section (7) of Article 6, *City Authority and Responsibilities*, of the *Agreement*.
- (3) Appeal to an Administrative Decision on an Exemption Request. If the Director of Planning and Zoning of the *City* denies a request for an exemption, the applicant may appeal the request in accordance with the procedures outlined in Section (7) of Article 6, *City Authority and Responsibilities*, of the *Agreement*.

Exhibit 'B':
City of Rockwall's Extraterritorial Jurisdiction (ETJ)



KEY: RED: CITY LIMITS; BLUE: EXTRATERRITORIAL JURISDICTION (ETJ)

Exhibit 'C':
Checklist for Plat Submittals

Case Type:

- Preliminary Plat
 Final Plat
 Replat

Case Number:

Reviewed By:

Review Date:

NOTES: The requirements listed below are based on the case type, which is indicated in the '['] below the requirement description. On the checklist below a Replat would be required to meet all the same requirements as a Final Plat.

Requirements	✓= OK	N/A	Comments
Case Number [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The case number will be provided by staff and placed in the lower right-hand corner of all new submittals.
Submittal Requirements [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Four (4) large (18" x 24") folded copies and one (1) PDF digital copy of each plat is required at the time of submittal.
Engineering Information [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide accurate plat dimensions with all engineering information necessary to reproduce the plat on the ground. ENGINEERING SUBMITTAL AND APPROVAL REQUIRED PRIOR TO SUBMITTING AN APPLICATION FOR FINAL PLAT.
Title Block: Type of Plat [Final Plat or Preliminary Plat] Subdivision Name (Proposed or Approved) Lot / Block Designation Number of Lots (Proposed) Total Acreage City, State, County	<input type="checkbox"/>	<input type="checkbox"/>	Provide the title block information in the lower right-hand corner.
Owner, Developer, and/or Surveyor/Engineer (Name/Address/Phone Number/Date of Preparation) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	This includes the names and addresses of the sub dividers, record owner, land planner, engineer and/or surveyor. The date of plat preparation should also be put in the lower right-hand corner.
Survey Monuments/State Plane Coordinates [Final Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The location of the development is required to be tied to a monument, or tie two (2) corners to state plan coordinates (NAD 83 State Plane Texas, North Central [7202], US Survey Feet).
Vicinity Map [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	A Vicinity Map should show the boundaries of the proposed subdivision relative to the rest of the Extraterritorial Jurisdiction (ETJ).
North Point [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	The north point or north arrow must be facing true north (or straight up) on all plans, unless the scale of the drawings or scope of the project requires a different position.
Numeric and Graphic Scale [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Plats should be drawn to an Engineering Scale of 1" = 50', 1" = 100', etc...
Subdivision (Boundary, Acreage, and Square Footage) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the subdivision boundary lines, and acreage and square footage.
Lot and Block (Designation, Width, Depth and Area) [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Identification of each lot and block by number or letter. For each lot indicate the square footage and acreage or provide a calculation sheet. Also provide a lot count.
Building Setbacks [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label the building lines where adjacent to a street.
Easements [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label all existing and proposed easements relative to the site and include the type, purpose and width.
City Limits [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the location of the City Limits or extent of the Extraterritorial Jurisdiction (ETJ), contiguous or within the platting area.
Utilities [Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the locations of all existing and proposed utilities. Include the size and type of each.
Property Lines [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Provide all the proposed and platted property lines.
Streets [Final Plat & Preliminary Plat]	<input type="checkbox"/>	<input type="checkbox"/>	Label all proposed and existing streets with the proposed or approved names.

Exhibit 'C':
Checklist for Plat Submittals

Right-Of-Way and Centerline <i>[Final Plat & Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Label the right-of-way width and street centerline for each street both within and adjacent to the development.
Additional Right-Of-Way <i>[Final Plat & Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the location and dimensions of any proposed right-of-way dedication.
Corner Clips <i>[Final Plat & Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate all existing and proposed corner clips and any subsequent dedication.
Median Openings <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Locate and identify existing and/or proposed median openings and left turn channelization.
Topographical Contours <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Topographical information and physical features to include contours at two (2) foot intervals.
Flood Elevations <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Show 100-Year & 50-Year floodplain and floodway boundaries (<i>if applicable</i>).
Drainage Areas <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Show all drainage areas and all proposed storm drainages areas with sizes if applicable.
Wooded Areas <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the boundaries of all adjacent wooded areas.
Private/Public Parks and Open Space <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Identify the dimensions, names and description of all private or public parks and open spaces, both existing and proposed.
Proposed Improvements <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate how the proposed improvements would relate to those in the surrounding area.
Water Sources <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate water sources inside the city limits or in the Extraterritorial Jurisdiction (ETJ).
Sewage Disposal <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate sewage disposal method inside the city limits or in the Extraterritorial Jurisdiction (ETJ).
Adjacent Properties <i>[Final Plat & Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Record owners of contiguous parcels of subdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats adjoining platted land by record name and by deed record volume and page.
Dedication <i>[Final Plat, Preliminary Plat & Master Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Indicate the boundary lines, dimensions and descriptions, of spaces to be dedicated for public use of the inhabitants of the development.
Statement of Service <i>[Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Provide a detailed statement of how the proposed subdivision will be served by water, wastewater, roadway and drainage facilities that have adequate capacity to serve the development.
Standard Plat Wording <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Provide the appropriate plat wording provided in the application packet that details the designation of the entity responsible for the operation and maintenance of any commonly held property and a waiver releasing the city of such responsibility, a waiver releasing the City for damages in establishment or alteration of grade.
Legal Description <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Place the Legal Description (<i>Metes and Bounds Description/Field Notes</i>) where indicated in the Owner's Certificate per this agreement.
Storm Drainage Improvements Statement <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Provide the appropriate statement of developer responsibility for storm drainage improvements found in the application packet.
Dedication Language <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Provide the instrument of dedication or adoption signed by the owners, which is provided in this agreement.
Seal/Signature <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Required to have the seal and signature of surveyor responsible for the surveying the development and/or the preparation of the plat.
Public Improvement Statement <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Proved the appropriate statement indicating that no construction will be permitted until all public improvements are accepted by the City and County as provided in this agreement.
Plat Approval Signatures <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Provide a space for signatures attesting approval of the plat.
Compliance with Preliminary Plat <i>[Final Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Does the plat comply with all the special requirements developed in the preliminary plat review?
Review Plans with Franchise Utility Companies <i>[Final Plat & Preliminary Plat]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Review the proposed plans and plat with electric, gas, cable and phone companies.

Exhibit 'C':
Checklist for Plat Submittals
