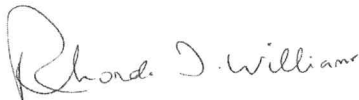


**CITY OF BLUE RIDGE
SPECIAL SESSION AGENDA
December 21, 2017, 7:00 P.M.
Blue Ridge Community Center
200 W. Tilton Street**

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:00 P.M.
ON THURSDAY, DECEMBER 21, 2017, AT THE BLUE RIDGE COMMUNITY
CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE
FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Call to order.
2. Roll call.
3. First Public Hearing to consider, discuss and act upon a Replat for property located within the City of Blue Ridge at 403 E Lamm, also known as Deen Addition, Lot 2
4. Adjournment.

Certified this the 18th day of December, 2017



Rhonda Williams, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted December 18, 2017 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



**CITY OF BLUE RIDGE
SPECIAL SESSION AGENDA
December 21, 2017, 7:15 P.M.
Blue Ridge Community Center
200 W. Tilton Street**

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:15 P.M.
ON THURSDAY, DECEMBER 21, 2017, AT THE BLUE RIDGE COMMUNITY
CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE
FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Call to order.
2. Roll call.
3. Consider, discuss and act upon an Interlocal Agreement between the City of Blue Ridge and Hunt County for a City-County Plat Approval Agreement granting authority to the City of Blue Ridge to regulate all subdivision plats and approve all related permits within its Extra Territorial Jurisdiction that lies within Hunt County
4. Consider, discuss and act upon an Interlocal Agreement between the City of Blue Ridge and Hunt County for a City-County Environmental Health Agreement establishing Hunt County's authority to regulate health issues including septic and food-service issues within the City of Blue Ridge's Extra Territorial Jurisdiction that lies within Hunt County
5. Second Public Hearing to consider, discuss and act upon a Replat for property located within the City of Blue Ridge at 403 E Lamm, also known as Deen Addition, Lot 2
6. Consider, discuss and act upon sponsoring 3 Blue Ridge High School students for a trip to Washington, DC as part of a Student Advisory Council
7. Citizen Participation - The public is invited to address the City Council on any topic. However, the City Council is unable to discuss or take action on any topic not listed on this agenda. There is a time limit for each speaker of three (3) minutes. Prior to the meeting, persons wishing to address the City Council must sign in with the City Secretary or designee prior to the meeting. When called upon, the person should state his or her name and address for the record, and if speaking for an organization or other group, identify the group represented. All remarks are to be addressed to the City Council as a whole and not to individual members. The presiding officer shall determine whether, or in what manner, if any response will be provided.
8. Adjournment.

Certified this the 18th day of December, 2017

COURT ORDER NO. 2017-_____

#14,909

THE STATE
OF TEXAS

COUNTY
OF HUNT

AGREEMENTS
INTERLOCAL/ENFORCEMENT
OF SUBDIVISION
REGULATIONS
CITY'S EXTRATERRITORIAL
JURISDICTION ENGINEERING

On December 12, 2017, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:

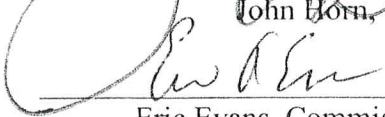
John Horn
Eric Evans
Tod McMahan
Phillip Martin
Jim Latham

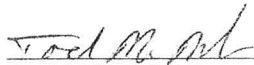
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

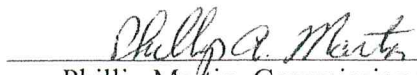
During such session the court considered approval of an Interlocal Agreement with the City of Blue Ridge for the Enforcement of Subdivision Regulations within the cities' Extraterritorial Jurisdiction (ETJ).

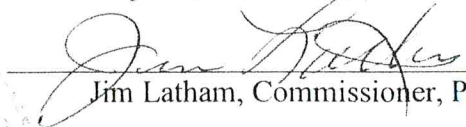
Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Blue Ridge for the Enforcement of Subdivision Regulations within the cities' Extraterritorial Jurisdiction (ETJ) and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.


John Horn, County Judge


Eric Evans, Commissioner, Pct. 1


Tod McMahan, Commissioner, Pct. 2


Phillip Martin, Commissioner, Pct. 3


Jim Latham, Commissioner, Pct. 4

ATTEST:


Clerk of Commissioners' Court

Hunt County, Texas

STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS

HUNT COUNTY

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**CITY-COUNTY PLAT APPROVAL AGREEMENT
(Exclusive City Control)**

That this Interlocal Cooperation Agreement ("Agreement") is entered into by and between the County of Hunt, Texas ("County") and the City Of Blue Ridge, Texas ("City"), in accordance with the provisions of House Bill 1445 ("H.B. 1445"), passed by the 77th Legislature of the State of Texas, and is to witness the following:

WHEREAS, County is operating under Sections 232.001-232.005 of the Local Government Code; and

WHEREAS, County does not contain extraterritorial jurisdiction of a municipality with a Population of 1.9 million or more and is not within fifty miles of an international border and is not subject to Subchapter C, Chapter 232; and

WHEREAS, City is a general law city, town or village of Hunt County, Texas, which has extraterritorial jurisdiction ("ETJ") under the provisions of Chapter 42, Local Government Code; and

WHEREAS, House Bill 1445, effective September 1, 2001, as Section 242.001, Local Government Code, was enacted that identifies the government entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City; and

WHEREAS, the Agreement is in accordance with the requirements of Tex. Loc. Gov't Code Chapter 242, which requires that the City and the County enter into a written agreement pertaining to regulation of subdivision plats and other matters in the Extraterritorial Jurisdiction ("ETJ") of the City; and

WHEREAS, the City and the County believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each retaining certain responsibilities as hereinafter provided in this Agreement; and

WHEREAS, both the City and the County desire that the City be granted exclusive jurisdiction to regulate plats, enforce building codes, make inspections and review permits, with associated fees in the City's ETJ under Chapter 212, Texas Local Government Code, except as stated otherwise in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. *City Granted Exclusive Jurisdiction.* The parties agree that City shall be granted exclusive jurisdiction to regulate all subdivision plats, approve all related permits, enforce building codes, make inspections and collect associated fees including engineering reviews and inspection fees in its ETJ in accordance with Chapters 212 and 232 of the Local Government Code, its adopted Subdivision Regulations or other applicable codes or ordinances, and County shall no longer exercise any of these functions in the City's ETJ.
2. *One Office for Plat Applications, Fee Payments and Responses.* Pursuant to this Agreement, the City Secretary or his/her designee is authorized to accept plat applications for tracts of land located in the ETJ of the City, to collect plat application fees established by law, and provide applicants one response indicating approval or denial of the plat application by the appropriate approving authority.
3. *Consolidated Regulations.* That the Subdivision Regulations of the City are hereby established as a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code and will be enforced in the ETJ of the City.
4. *Areas Outside ETJ.* In an unincorporated area outside the ETJ of the City, the City may not regulate subdivisions or approve the filing of plats and County retains jurisdiction to do so. Should the City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction. City and County agree that such an expansion or reduction shall not require amendment of this Agreement, and the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and the County shall continue to have jurisdiction of areas outside the City's ETJ.
5. *Costs.* All costs involved with the approval of the subdivision plats under this Agreement shall be borne by the City and payable out of current revenues available to it. All fees collected by the City will be the property of the City.
6. This Agreement does not affect floodplain enforcement outside of the City Limits. The County will continue to be responsible for floodplain enforcement within the ETJ according to the County's Subdivision Rules and Regulations.
7. The County will continue to be responsible for accepting all County public improvements that are located in the ETJ and are to be maintained by the County. The dedication and acceptance of the public improvements by the County must adhere to the County's Road Acceptance Procedures set forth in the County's Subdivision Rules and Regulations.
8. The County agrees that it will not accept for filing any application for plat approval, permits or inspections for land within the City's ETJ following the effective date of the Agreement.
9. *Periodic Review.* This Agreement may be reviewed periodically and revised to address changed circumstances. This Agreement may only be modified or amended by a subsequent Agreement in writing between the same parties.

10. *Renewal.* This Agreement is for a period of one (1) year, commencing on ____ day of _____, 2017. This agreement shall automatically renew annually, unless cancelled or modified at any time by either party hereto by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

Miscellaneous Provisions.

11. This Agreement shall not constitute an Agreement for the provision of governmental functions or services by either party for the other, except for the specific subject matter hereof.
12. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

City of Blue Ridge
200 W. FM 545
Blue Ridge, Texas 75424

Hunt County Engineering Dept.

Mark Hickman

13. *Breach.* The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
14. *Non-Waiver.* The waiver by either party 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 from suit or liability to which it is entitled under applicable law.
15. In the event any section, subsection, paragraph, sentence, phrase or work of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable and shall be enforced as if the parties intended to delete the invalid portion.
16. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be Hunt County, Texas. This Agreement is performable in Hunt County, Texas.
17. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.
18. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereto.
19. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.

20. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.
21. This Agreement is not intended to and does not 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. The City and County are not entering into a joint enterprise.
22. All rights, orders, approvals, permits and legal or administrative proceedings, with regard to a subdivision plat of property in the ETJ of the City in existence at the effective date of this Agreement shall continue until consummation.

This Agreement shall become effective on ___ day of _____, 2017.

CITY OF BLUE RIDGE, TEXAS

By: _____

Name: _____

Title: _____

ATTEST :

Date: _____

HUNT COUNTY, TEXAS

By: _____

Name: John L. Hardy

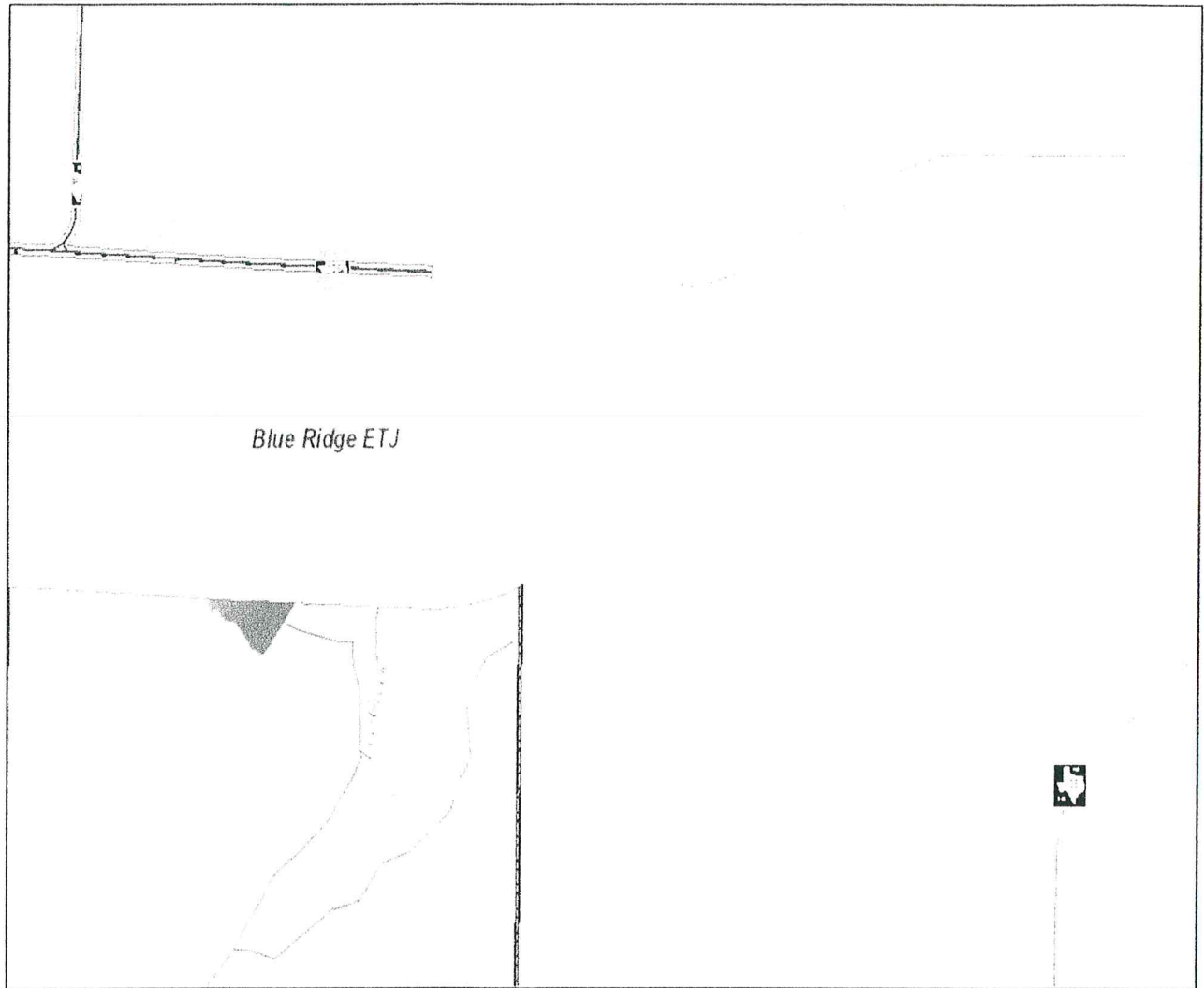
Title: County Judge

ATTEST:

Jennifer Lindenberg

Date: December 12, 2017





COURT ORDER NO. 2017-_____

FILED FOR RECORD
at 11:30 a'clock a M

DEC 12 2017

#14,910

THE STATE
OF TEXAS

AGREEMENTS
INTERLOCAL/ENFORCEMENT
OF ENVIRONMENTAL
HEALTH SERVICE AGREEMENT
CITY'S EXTRATERRITORIAL
JURISDICTION

COUNTY OF HUNT

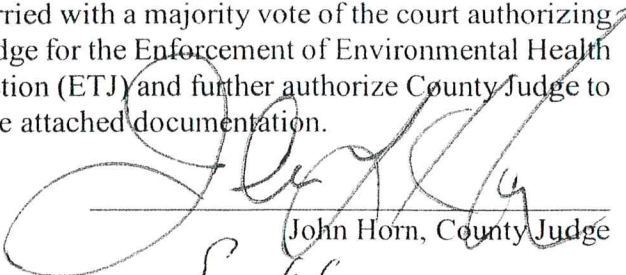
On December 12, 2017, the Commissioners Court of Hunt County, Texas, met in regular session with the following members present and participating, to wit:


John Horn
Eric Evans
Tod McMahan
Phillip Martin
Jim Latham

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4


During such session the court considered approval of an Interlocal Agreement with the City of Blue Ridge for the Enforcement of Environmental Health Services within the cities' Extraterritorial Jurisdiction (ETJ).


Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Blue Ridge for the Enforcement of Environmental Health Services within the cities' Extraterritorial Jurisdiction (ETJ) and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.


John Horn, County Judge

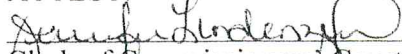

Eric Evans, Commissioner, Pct. 1


Tod McMahan, Commissioner, Pct. 2


Phillip Martin, Commissioner, Pct. 3


Jim Latham, Commissioner, Pct. 4

ATTEST:


Clerk of Commissioners Court
Hunt County, Texas

STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS

HUNT COUNTY

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**CITY-COUNTY ENVIRONMENTAL HEALTH SERVICES AGREEMENT
(Exclusive County Control)**

This Interlocal Cooperation Agreement ("Agreement"), made and entered into on the day and date last hereinafter written by and between the City of Blue Ridge, hereinafter called "City", acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Blue Ridge, Texas, a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim, and the Hunt County Health Department, hereinafter referred to as "County", acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for and in consideration of the mutual promises and considerations herein expressed, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

County agrees and does hereby agree to perform the following services in and for the City of Blue Ridge, Texas:

1. Inspect food service establishments and temporary event vendors within the City of Blue Ridge's Extraterritorial Jurisdiction.
2. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
3. Perform licensing program including notifying each establishment of license expiration and violation of regulations.
4. Investigate complaints of a public health nature.
5. Enforce Texas Food Establishment Rules (25 Texas Administrative Code, Chapter 228 and 229)
6. Provide copies of files and records of each establishment to the City.
7. Collect and control all fees, fines and service charges related to work performed by the Health Department.
8. Perform responsibilities as designated representative pertaining to on-site sewage facilities and review of proposed subdivisions utilizing on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City:

1. Maintain files and records that have been provided to City by County for each establishment.
2. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Blue Ridge's Extraterritorial Jurisdiction.
3. Submit for approval subdivision plans involving individual on-site sewage facilities for final disposal. Approval based on Texas Commission on Environmental Quality On-Site Sewage Facility Regulations.

Term. The terms of this agreement is for a period of one (1) year, commencing on the ____ day of _____, 2017. This agreement shall automatically renew annually, unless cancelled or modified at any time by either party hereto by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.

Breach. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

Non-Waiver. The waiver by either party 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 from suit or liability to which it is entitled under applicable law.

In the event any section, subsection, paragraph, sentence, phrase or work of this Agreement shall be held invalid, illegal or unconstitutional, the balance of the Agreement shall be severable and shall be enforced as if the parties intended to delete the invalid portion.

Venue. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be Hunt County, Texas. This Agreement is performable in Hunt County, Texas.

Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all prior or contemporaneous, oral or written agreements between the parties relating to the subject matter hereto.

Recitals. All Recitals contained in this Agreement are incorporated herein by reference for all purposes and specifically found to be true and correct by the parties hereto.

Authority. The undersigned officers of the parties hereto have been duly authorized by appropriate legislative action of their respective governing bodies to execute this Agreement and bind the represented party to the terms hereof.

This Agreement is not intended to and does not 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. The City and County are not entering into a joint enterprise.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this ____ day of _____, 2017.

CITY OF BLUE RIDGE, TEXAS

By: _____

Name: _____

Title: _____

ATTEST :

Date: _____

HUNT COUNTY HEALTH DEPT.

By: _____

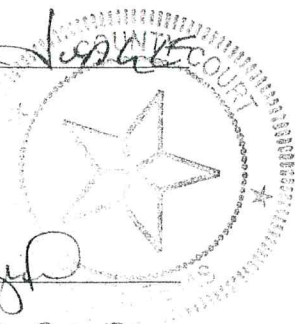
Name: John Horn

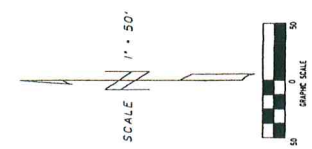
Title: County Judge

ATTEST:

Janice Linder

Date: December 12, 2017





.....otory Public in and for Collin County, Texas

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R.S. • Half Inch Iron Rod Set with Blue Cap Stamped "APPLE 5932"

TEX. for sole purpose for the creation of LOT 28 for acreage requirements and conveyance of the original 1,000 acre tract of land described in Volume 5308, page 6811, indexed Records of Collin County, Texas

PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A "A" AND "X" RATING AS SHOWN BY MAP 48085C0151. MAP REVISED JUNE 2, 2008.

FINAL PLAT
REPLAT OF LOT 2
DEEN ADDITION
AN ADDITION TO
THE CITY OF BLUE RIDGE
COLLIN COUNTY, TEXAS
BEING LOT 2, DEEN ADDITION, IN THE
MATHIAS MONEY SURVEY, ABSTRACT NO.557
COLLIN COUNTY, TEXAS.

Edie Sims

From: Tonya Harrison [tonyah@blueridgecity.com]
Sent: Monday, November 13, 2017 2:45 PM
To: Edie
Subject: FW: Washington, D.C.

From: Anthony Figueroa [mailto:anthony.figueroa@brisd.net]
Sent: Monday, November 13, 2017 1:46 PM
To: Tonya Harrison <tonyah@blueridgecity.com>
Subject: Re: Washington, D.C.

Thank you. I saw a typo!!!! I have the City of Melissa sponsoring \$1,000. I don't expect that from all; any amount helps support their trip.

Sincerely,

Anthony R. Figueroa
Principal: Blue Ridge H.S.
Blue Ridge I.S.D.
972-752-5707



On Mon, Nov 13, 2017 at 1:41 PM, Tonya Harrison <tonyah@blueridgecity.com> wrote:

Mr. Figueroa,

I have forwarded your email to Edie Sims, City Secretary, she will contact the City Council on your behalf.

Have a great day!

Tonya Harrison

Assistant City Secretary

City of Blue Ridge

972-752-5791 office

972-752-9160 fax

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.

The material in this e-mail is intended only for the use of the individual to whom it is addressed and may contain information that is confidential, privileged, and exempt from disclosure under applicable law. If you are not the intended recipient, be advised that the unauthorized review, use, disclosure, duplication, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you have received this e-mail in error, please notify the sender by return email and destroy all electronic and paper copies of the original message and any attachments immediately. Please note that neither City of Blue Ridge nor the sender accepts any responsibility for viruses and it is your responsibility to scan attachments (if any). Thank You.

From: Anthony Figueroa [mailto:anthony.figueroa@brisd.net]

Sent: Monday, November 13, 2017 12:51 PM

To: Tonya Harrison <tonyah@blueridgecity.com>

Subject: Washington, D.C.

Ms. Harrison,

Three of our BRHS students were selected to be a part of a Student Advisory Council with Congressmen Johnson and Ratcliffe. We would like to send them to Washington, D.C. this February, but would need sponsorship to assist with the costs. I was hoping that the City Council would be interested in supporting/sponsoring these students to attend. I thought that they could meet with the Council and discuss issues in North Texas so that they would have talking points with the Congressmen in DC.

Students:

- Marlaina Morgan
- Abigayle Avery
- Ellery Martin

Information regarding the program:

<https://samjohnson.house.gov/constituentservices/congressionalyouthadvisorycouncil.htm#about>

<https://ratcliffe.house.gov/congressional-student-leadership-program>

Students,

Thank you for submitting your application to Congressman John Ratcliffe to be considered for our 2017/2018 Congressional Student Leadership Program. We appreciate your interest in learning more about the proper role of the federal government, the Constitution, and the Fourth Congressional District of Texas, and in developing critical skills such as public speaking, research, writing, critical thinking, and public service.

On behalf of Congressman John Ratcliffe, I am pleased to inform you that you have been selected for the 2017/2018 Congressional Student Leadership Program. Congratulations on your selection! We believe this will be a tremendous opportunity for you and your fellow participants who aspire to be our next generation of leaders.

Sincerely,

Anthony R. Figueroa

Principal: Blue Ridge H.S.

Blue Ridge I.S.D.

972-752-5707

