

RESOLUTION

COPY

NO. RS02-2002-08

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH JOHNSON COUNTY ALLOWING THE CITY OF CLEBURNE TO REGULATE GOVERNMENTAL FUNCTIONS RELATING TO SUBDIVISION PLATTING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 77th Texas Legislature enacted House Bill 1445, requiring that the City and County enter into a written agreement identifying the governmental entity authorized to regulate the platting of subdivisions within the Extra-Territorial Jurisdiction (hereinafter ETJ) of the City; and

WHEREAS, the City Council of the City of Cleburne is of the opinion that it is in the best interest of the City to accept responsibility for subdivision regulations within its ETJ;

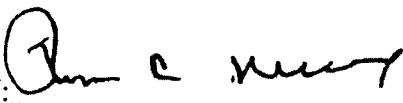
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEBURNE, TEXAS, THAT:

SECTION ONE. The City Council of the City of Cleburne hereby authorizes the City Manager to negotiate and execute an Interlocal Agreement with Johnson County, Texas, designating the City of Cleburne as the governmental entity authorized to regulate the platting of subdivisions in the City's Extra-Territorial Jurisdiction.

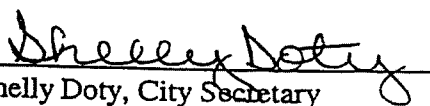
SECTION TWO. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 12th day of February, 2002 at a Regular Meeting of the City Council of the City of Cleburne, Texas.

CITY OF CLEBURNE

BY: 
Thomas C. Hazlewood, Mayor

ATTEST:


Shelly Doty, City Secretary

INTERLOCAL AGREEMENT

COPY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF CLEBURNE, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.
2. *Issues Not Affected By H.B. 1445.* H.B. 1445 does not affect on site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.
 - a. H.B. 1445 has no impact on permits issued for on site sewage facilities or flood plain enforcement. The County is responsible for on site sewage facility permits and flood plain enforcement outside of the City limits.

- b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.

3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.


4. *Term of Agreement.* At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Cleburne and the Commissioner's Court for Johnson County.

5. *Miscellaneous.*

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF CLEBURNE, TEXAS, in its meeting held on the 12th day of February, 2002, and executed by its authorized representative.

CITY OF CLEBURNE, TEXAS

By: 
Thomas C. Hazlewood, Mayor

ATTEST:

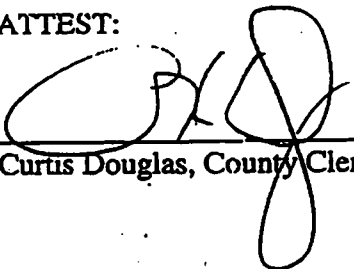

Shelly Doty, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 25 day of March, 2002, and executed by its authorized representative.

JOHNSON COUNTY

By: 
Roger Harmon, County Judge

ATTEST:


Curtis Douglas, County Clerk

INTERLOCAL AGREEMENT

COPY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF JOSHUA, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. City Granted Exclusive Jurisdiction. City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.
2. Issues Not Affected by H.B. 1445. H.B. 1445 does not affect on site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.
 - a. H.B. 1445 has no impact on permits issued for on site sewage facilities or flood plain enforcement. The County is responsible for on site sewage facility permits and flood plain enforcement outside the City limits.

- b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.
3. **ETJ Expansion or Reduction.** Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.
4. **Term of Agreement.** At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Joshua and the Commissioner's Court for Johnson County.
5. **Miscellaneous.**
 - a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
 - b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party
 - c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in JOHNSON 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
 - f. This Agreement shall be effective as of effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF JOSHUA, TEXAS, in its

meeting held on the 12 day of February, 2002, and executed by its authorized representative.

CITY OF JOSHUA, TEXAS

ATTEST:

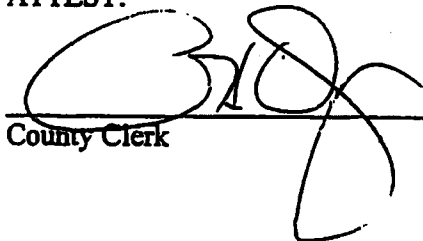

City Secretary

By: 
City Manager

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in it's meeting held
on the 25 day of March, 2002 and executed by its authorized representatives.

JOHNSON COUNTY

ATTEST:


County Clerk

BY: 
County Judge

COPY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF Venus, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section

that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.

2. *Issues Not Affected by H.B. 1445.* H.B. 1445 does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

a. H.B. 1445 has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.

b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.

3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

4. *Term of Agreement.* At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Venus, TX and the Commissioner's Court for Johnson County.

5. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF
Venus, TEXAS, in its meeting held on the 8 day of
January, 2002 and executed by its authorized representative.

CITY OF Venus, Texas

By: James A. Flad
Mayor

ATTEST:

Linda J. [Signature]
(City Secretary)

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON,
COUNTY, TEXAS, in its meeting held on the 25th day of April
2002, and executed by its authorized representative.

JOHNSON COUNTY

[Signature]
Roger Harmon, Johnson County Judge

ATTEST:

[Signature]
Curtis Douglas, Johnson County Clerk

INTERLOCAL AGREEMENT

COPY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and 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 BURLINGTON, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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

WHEREAS, City and 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 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, Section 242.001 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats in City's ETJ, all of which is provided for in the Interlocal Cooperation Act and Section 242.001.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall not exercise any of these functions in City's ETJ.
2. *Issues Not Affected by Section 242.001, Texas Local Government Code.* Section 242.001 of the Local Government Code does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.
 - a. Section 242.001, Texas Local Government Code has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.

- b. Section 242.001, Texas Local Government Code has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City Limits.
3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. This Agreement shall be automatically amended to reflect any expansion or reduction in the City's ETJ by the City providing to the County an updated ETJ map. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates written amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.
4. *Miscellaneous.*
 - a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and, except in accordance with Section 2 hereof, 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 Johnson 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. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
 - f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned

preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF BURLESON, TEXAS, in its meeting held on the 14th day of March, 2002, and executed by its authorized representative.

CITY OF BURLESON, TEXAS

By: Byron Black
Mayor Byron Black

ATTEST:

Mary Kayser
Mary Kayser City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 25 day of March, 2002, and executed by its authorized representative.

JOHNSON COUNTY

By: Roger Johnson
County Judge

ATTEST:

[Signature]
County Clerk

COPY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF Sodley, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section

that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.

2. *Issues Not Affected by H.B. 1445.* H.B. 1445 does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

a. H.B. 1445 has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.

b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.

3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

4. *Term of Agreement.* At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Arviding and the Commissioner's Court for Johnson County.

5. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF Godley, TEXAS, in its meeting held on the 7 day of February, 2002 and executed by its authorized representative.

CITY OF Godley
By: [Signature]
Mayor

ATTEST:

[Signature]
(City Secretary)

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON, COUNTY, TEXAS, in its meeting held on the 25 day of March, 2002, and executed by its authorized representative.

JOHNSON COUNTY

[Signature]
Roger Harman, Johnson County Judge

ATTEST:

[Signature]
Surtis Douglas, Johnson County Clerk

INTERLOCAL AGREEMENT

COPY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provision of the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF RIO VISTA, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically 791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 ALLOWS City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City Shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.
2. *Issues Not Affected by H.B. 1445.* H.B. 1445 does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.
 - a. H.B. 1445 has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.
 - b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City Limits.
3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ

should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until; this Agreement is amended to take into account such ETJ expansion or reduction.


4. ***Term of Agreement.*** At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Rio Vista and the Commissioner's Court for Johnson County.
5. ***Miscellaneous.***
 - a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
 - b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
 - c. This agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
 - f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat (s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF RIO VISTA, TEXAS, in its meeting held on the 14 day of February, 2002 and executed by its authorized representative.

CITY OF RIO VISTA

By: 
Mayor, Sam Bigham

ATTEST:

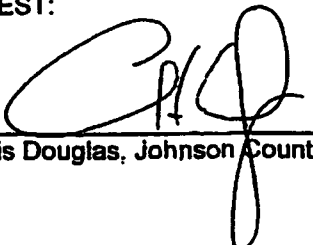

City Secretary, Georgia Jones

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON, COUNTY, TEXAS, in its meeting held on the 25 day of March, 2002, and executed by its authorized representative.

JOHNSON COUNTY


Roger Harmon, Johnson County Judge

ATTEST:


Curtis Douglas, Johnson County Clerk

COPY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF Alvarado, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section

that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.

2. *Issues Not Affected by H.B. 1445.* H.B. 1445 does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

a. H.B. 1445 has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.

b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.

3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

4. *Term of Agreement.* At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Alvarado and the Commissioner's Court for Johnson County.

5. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF
Alvarado, TEXAS, in its meeting held on the 25th day of
March, 2002 and executed by its authorized representative.

CITY OF Alvarado

By: Tom Dunnington
Mayor

ATTEST:

Diana Howe
(City Secretary)

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON,
COUNTY; TEXAS, in its meeting held on the _____ day of _____
2002, and executed by its authorized representative.

JOHNSON COUNTY

Roger Harmon
Roger Harmon, Johnson County Judge

ATTEST:

Curtis Douglas
Curtis Douglas, Johnson County Clerk

RESOLUTION NO. 1658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, APPROVING A REVISED AGREEMENT WITH JOHNSON COUNTY, IDENTIFYING THE GOVERNMENTAL ENTITY THAT IS AUTHORIZED TO REGULATE SUBDIVISION PLATS AND APPROVE RELATED PERMITS IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF MANSFIELD.

WHEREAS, House Bill 1445 requires cities and counties to enter into written agreements that identify the governmental entity authorized to regulate subdivision plats and approve related permits in the extra-territorial jurisdiction ("ETJ") of a city; and

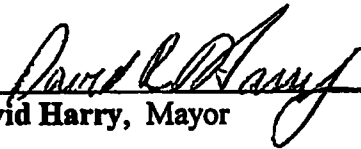
WHEREAS, the Texas Government Code, Chapter 791, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS:

SECTION 1.


In compliance with House Bill 1445, the City of Mansfield is entering into a written agreement with Johnson County that will grant the City exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's extra-territorial jurisdiction; said agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

DULY RESOLVED by the City Council of the City of Mansfield, Texas on the 25th day of March, 2002.



David Harry, Mayor

ATTEST:



Vicki Collins, Acting City Secretary

COPY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter, 791, Texas Government Code, and House Bill 1445. ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the CITY OF MANSFIELD, TEXAS ("City") a political subdivision of the State of Texas, and the COUNTY OF JOHNSON, TEXAS ("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, City and 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, H.B. 1445 requires City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of City; and

WHEREAS, H.B. 1445 allows City and County to agree that City may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities; and

WHEREAS, both City and County desire that City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

1. *City Granted Exclusive Jurisdiction.* City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and may regulate subdivisions under Chapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City's ETJ. The City has adopted a Typical Roadway Section

that will be a minimum requirement for streets in the ETJ. Streets, drainage, water and sanitary sewer mains shall be designed and inspected per City standards.

2. *Issues Not Affected by H.B. 1445.* H.B. 1445 does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

a. H.B. 1445 has no impact on permits issued for on-site sewage facilities or flood plain enforcement. The County is responsible for on-site sewage facility permits and flood plain enforcement outside of the City Limits.

b. H.B. 1445 has no impact on road maintenance issues. The County is responsible for road maintenance outside of the City limits.

3. *ETJ Expansion or Reduction.* Should City expand or reduce its ETJ, City shall promptly notify County of such expansion or reduction so that this Agreement may be amended to take into account the expansion or reduction in City's ETJ. In the event that City's ETJ should expand or reduce such that the expansion or reduction of ETJ necessitates the amendment of this Agreement, both City and County agree that City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, until this Agreement is amended to take into account such ETJ expansion or reduction.

4. *Term of Agreement.* At the request of either party, this agreement may be reviewed and revised to address changed circumstances. Any revision of this agreement must be approved by the City Council for the City of Mansfield and the Commissioner's Court for Johnson County.

5. *Miscellaneous.*

a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

b. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Johnson 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 City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

f. This Agreement shall be effective as of April 1, 2002. Preliminary plats of property in the City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. This includes the final plat(s) of property represented by the aforementioned preliminary plats. If a preliminary plat has been submitted prior to the effective date of this Agreement, the City and County shall process the preliminary plat and related final plat(s) in the same manner in effect prior to this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF MANSFIELD, TEXAS, in its meeting held on the 25th day of March, 2002 and executed by its authorized representative.

CITY OF MANSFIELD, TEXAS

By: David R. Harry
David Harry, Mayor

ATTEST:

Vicki Collins
Vicki Collins, Acting City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON, COUNTY, TEXAS, in its meeting held on the _____ day of _____ 2002, and executed by its authorized representative.

JOHNSON COUNTY

Roger Harmon
Roger Harmon, Johnson County Judge

ATTEST:

Curtis Douglas
Curtis Douglas, Johnson County Clerk