

NOV 12 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Bill Moore, County Attorney
TODAY'S DATE: October 25, 2019

DEPARTMENT: County Attorney

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: November 12, 2019

SPECIFIC AGENDA WORDING: Consideration of Interlocal Agreement between the City of Burleson and Johnson County pursuant to Section 242.001, Texas Local Government Code regarding subdivision plats in the ETJ of the City of Burleson.

PERSON(S) TO PRESENT ITEM: Bill Moore and David Disheroon

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 minutes

ACTION ITEM: x

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: x

IT DEPARTMENT:

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: x

BUDGET COORDINATOR:

OTHER: _____

*******This Section to be Completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

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 Section 242.001, Texas Local Government Code, by and between the CITY OF BURLESON, 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 Subchapter 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; and

WHEREAS, City and County entered into an interlocal agreement effective April 1, 2002, in substantially the same form as this Agreement, providing City exclusive jurisdiction to regulate subdivision plats in the City's ETJ and preserving to the County authority to issue permits for on-site sewage facilities, floodplain enforcement, and road maintenance issues in the City's ETJ; and

WHEREAS, both City and County desire to enter into this interlocal agreement amending and replacing the previously executed interlocal agreement.

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 Subchapter 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.

a. Section 242.001, Texas Local Government Code has no impact on permits issued for on-site sewage facilities or floodplain enforcement. County is responsible for on-site sewage facility permits and floodplain enforcement outside of the City Limits, except as specifically agreed to by City and County in this Agreement.

b. Section 242.001, Texas Local Government Code has no impact on road maintenance issues. County is responsible for road maintenance outside of the City Limits.

c. Section 242.001, Texas Local Government Code has no impact on the regulation of manufactured home rental communities outside the City Limits. A manufactured home rental community within City's ETJ is a subdivision of property that must be platted under the subdivision regulations of City; however, County's regulations for manufactured home rental communities shall apply to manufactured home rental communities within City's ETJ pursuant to Section 232.007, Texas Local Government Code.

3. City's Flood Plain Enforcement Authority. City and County agree that City has authority to handle and is responsible for flood plain enforcement within the Joshua Farms Municipal Management District No. 2, created pursuant to Sections 52 and 52-a, Article III, or Section 59, Article XVI of the Texas Constitution and Chapter 3929, Texas Special District Local Laws Code, and located within City's ETJ.

4. Drainage Studies. City agrees to provide to County a copy of a drainage study or flood study required by City of a developer of property in City's ETJ when it is received by City.

5. Wastewater Effluent Impact. For developments that have a wastewater treatment plant permitted by the Texas Commission on Environmental Quality (TCEQ), City agrees to provide to County a copy of a report received by City regarding the impact, if any, of the release of treated wastewater to the real property located outside of the development.

6. 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 Burleson and the Commissioners Court for Johnson County.

7. 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.

8. 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.

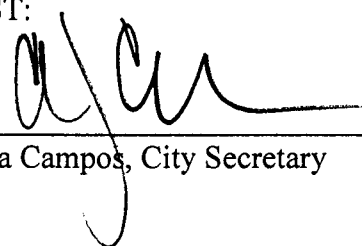
f. This Agreement shall be effective as of November 15, 2019, and shall replace the interlocal agreement previously executed by City and County. Preliminary plats of property in City's ETJ that are submitted on or after the effective date of this Agreement will not require approval by Johnson County. 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, 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 11 day of November, 2019, and executed by its authorized representative.

CITY OF BURLESON, TEXAS

By: 
Ken Shetter, Mayor


ATTEST:


Amanda Campos, City Secretary




APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 12 day of November, 2019, and executed by its authorized representative.

JOHNSON COUNTY

By: 
Roger Harmon, County Judge

ATTEST:


Becky Ivey, County Clerk

