

JAN 25 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Bill Moore

TODAY'S DATE: January 19, 2021

DEPARTMENT: County Attorney

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: January 25, 2021

SPECIFIC AGENDA WORDING: Consideration of Interlocal Agreement between the City of Cleburne and Johnson County regarding the exclusive jurisdiction of subdivision plats in the City of Cleburne's ETJ.

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

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes

ACTION ITEM: x

WORKSHOP: _____

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

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____

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 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, Section 242.001 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, Section 242.001 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;

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 Section 242.001;

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, flood plain enforcement, and road maintenance issues in the City's ETJ; and

WHEREAS, both City and County desire to enter into this interlocal agreement amending the authority for handling 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.

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 Section 242.001, Texas Local Government Code.

a. Section 242.001, Texas Local Government Code has no impact on permits issued for onsite sewage facilities or flood plain enforcement. County is responsible for onsite sewage facility permits and flood plain 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 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. 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 or 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.

7. 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.

8. 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 January 26, 2021, and shall replace the Interlocal Agreement previously executed by City and County. 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 29th day of Jan, 2021, and executed by its authorized representative.

CITY OF CLEBURNE, TEXAS

By: Steve Polasek
Steve Polasek, City Manager

ATTEST:

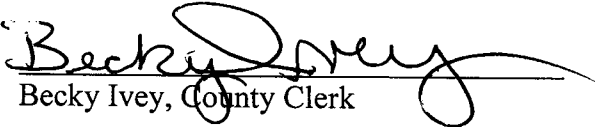
Ivy Peterson
Ivy Peterson, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 25 day of January, 2021, and executed by its authorized representative.

JOHNSON COUNTY

By: 
Roger Harmon, County Judge

ATTEST:


Becky Ivey, County Clerk

