

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Jennifer VanderLaan **TODAY'S DATE:** July 19, 2022

DEPARTMENT: Public Works

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: July 25, 2022

SPECIFIC AGENDA WORDING:

Consideration and Approval of an Interlocal Agreement Between the County of Johnson and the City of Briar Oaks Regarding the Jurisdiction of Plat Approval in the City's Extra Territorial Jurisdiction

COMMISSIONERS COURT

JUL 25 2022
Approved

PERSON(S) TO PRESENT ITEM: Jennifer VanderLaan

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 minutes	ACTION ITEM: <u> x </u>
(Anticipated number of minutes needed to discuss item)	WORKSHOP: _____
	CONSENT: _____
	EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: <u> x </u>	IT DEPARTMENT: _____
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: <u> X </u>
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 _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF JOHNSON AND THE CITY OF BRIAROAKS REGARDING
JURISDICTION OF PLAT APPROVAL IN THE CITY'S ETJ**

THIS INTERLOCAL COOPERATION 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, as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the City of Briaroaks, Texas ("City"), a political subdivision of the State of Texas, acting herein by and through its duly authorized City Council, and Johnson County, Texas ("County"), also a political subdivision of the State of Texas, acting herein by and through its duly authorized Commissioners Court, individually referred to as a "Party" and collectively referred to as the "Parties."

Recitals

WHEREAS, prior to the enactment of H.B. 1445, Section 242.001 of the Texas Local Government Code authorized City and County to exercise concurrent jurisdiction over the platting process required upon the subdivision of land within City's extraterritorial jurisdiction located within the County ("ETJ"); and

WHEREAS, H.B. 1445 amends Section 242.001 of the Texas Local Government Code to require that City and County agree to a procedure whereby only one governmental agency will have jurisdiction to oversee and regulate the platting process and related permits within a municipality's ETJ; and

WHEREAS, City has ETJ that extends into County; and

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 Interlocal Cooperation Act, Chapter 791, Texas Government Code, specifically Section 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, Section 242.001 of the Texas Local Government Code 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 City's ETJ; and

WHEREAS, City and County desire that County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ under

Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, all of which is provided for in the Interlocal Cooperation Act and Section of the Texas Local Government Code.

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

Agreements

1. *County Granted Exclusive Jurisdiction.* County 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 232 of the Texas Local Government Code and other statutes applicable to counties, and City shall no longer exercise any of these functions in City's ETJ.
2. *Issues not Affected.* Section 242.001 of the Local Government Code does not affect County's authority over on-site sewage facilities ("OSSF"), flood plain enforcement or road maintenance issues in the ETJ. Execution of this Agreement does not affect County's authority to issue permits for on-site sewage facilities, including the authority to enforce lot size requirements, and to approve culvert and flood plain development permits pursuant to federal law.
 - a. County retains its jurisdiction to enforce Chapter 366 of the Health and Safety Code and on-site sewage facilities under 30 Texas Administrative Code ("TAC") Chapter 285, and is responsible for permits issued for on-site sewage facilities located outside the City limits.
 - b. The County is responsible for issuing development permits and flood plain enforcement outside the City limits.
 - c. The County is responsible for road maintenance of the roads located outside the City limits.
3. *ETJ Defined.* For the purposes of this Agreement, City's ETJ is described by the area indicated on Exhibit A, attached hereto and made part hereof by this reference. The recognition of the ETJ shall not be deemed an admission by City or County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
4. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and County agree that County shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Chapter 232 of the Texas Local Government Code and other statutes applicable to counties. Should City expand or reduce its ETJ, City shall notify County of such expansion or reduction within 30 days by sending to County a copy of the applicable ordinance and amended Exhibit A.
5. *Notice of Plat Submittals and Approvals.*

- a. County shall notify City of all subdivision plat applications for property located in City's ETJ within the County within ten days after receipt of a completed application. Failure to comply shall not affect the validity of any subdivision plat.
 - b. County shall notify City of the approval of plats for property located in City's ETJ within the County. A copy of the approved plat and any engineering plans shall be sent to City at the address set out in Section 11(e) within Thirty (30) days of County's approval. After notice of approval is given, County shall assign addresses to each lot within an approved subdivision.
6. *Plats Affected.* The plats that will be subject to this Agreement are those that are filed after the Effective Date, as defined herein. If the ETJ is expanded or reduced, plats must be filed with the party who will have jurisdiction after the date the ETJ is amended. The party receiving an application for a plat approval for which the party has no jurisdiction may either direct the developer to the appropriate office or forward the application. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected.
7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineering reviews and inspections of public improvements, shall be borne by County and payable out of current revenues available to County. All fees relating to subdivision plat approval shall be collected by County and retained by County, unless otherwise agreed by City and County.
8. *Maintenance of Roads.* County shall continue to maintain roads constructed in the ETJ at County's expense, except as otherwise provided by agreement.
9. *Effective Date.* The Effective Date shall be the date upon which both parties have approved and fully executed this Agreement.
10. *Applicable Regulations.* The subdivision rules and regulations currently enacted by County and extended to the ETJ are hereby established as the set of regulations to be enforced by County in the ETJ. County will provide City with copies of all amendments to County's subdivision rules and regulations proposed after the Effective Date and will notify City of all public hearings on such proposed amendments.
11. *Miscellaneous Provisions.*
 - 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.
12. 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.
13. If any provisions hereof are determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from 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.
14. 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:
 - County: Johnson County Judge Roger Harmon
2 North Main Street
Cleburne, Texas 76033
 - Copies to: Johnson County Public Works David Disheroon
1 North Main Street, Suite 305
Cleburne, Texas 76033
and
Johnson County Attorney Bill Moore
204 S. Buffalo Ave. Suite 410
Cleburne, Texas 76033
 - City: City of Briaroaks
Kelli Alphin
P.O. Box 816
Burleson, Texas 76097
 - Copies to: Briaroaks City Attorney
Lindsey Hale
6000 Western Place, Suite 200
Fort Worth, Texas 76107
15. 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.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF BRIARROAKS TEXAS,
in its meeting held on the 29th day of June 2022, executed by its authorized representative.

CTY OF BRIARROAKS, TEXAS

By: 
Howard Bogart, Mayor Pro Tem

ATTEST:



Kelli Alphin, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY,
TEXAS, in its meeting held on the 25th day of _____ July _____, 2022, and executed
by its authorized representative.

JOHNSON COUNTY, TEXAS

By: 
Roger Harmon, County Judge

ATTEST:

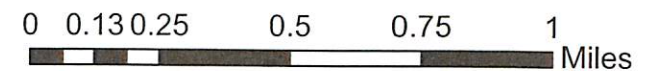
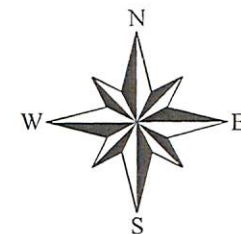
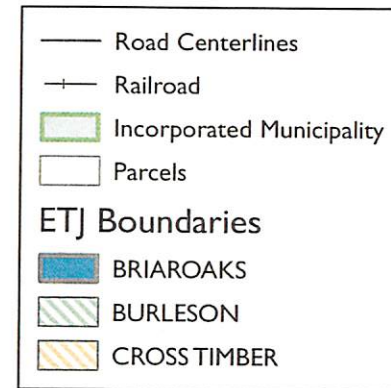
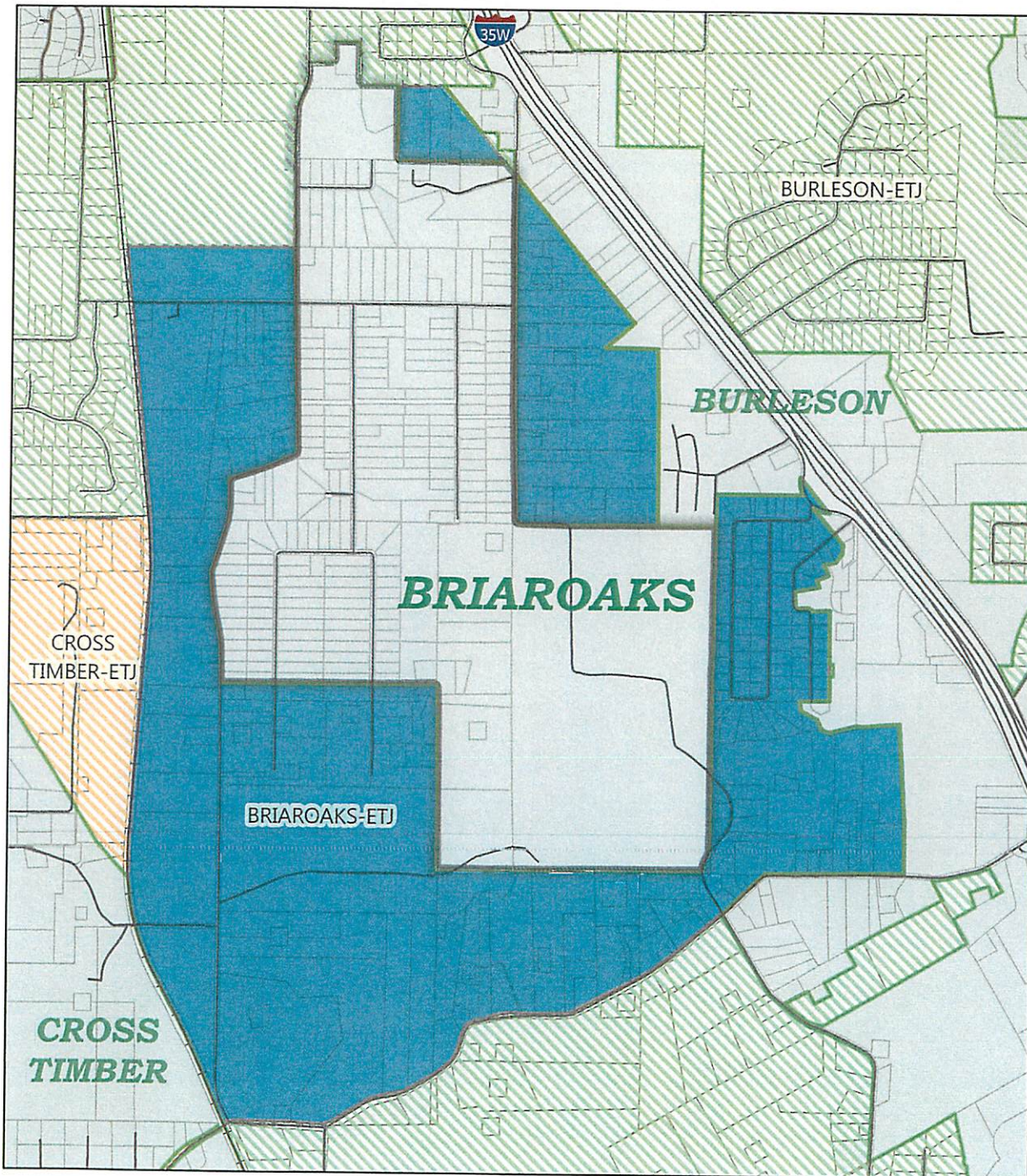

Becky Ivey, County Clerk





Johnson County
GIS and Mapping

City of Briar Oaks and ETJ



Date Exported: 7/11/2022 1:10 PM