

MAR 13 2023

Approved

AGENDA PLACEMENT FORM

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

Date: 03/07/2023

Meeting Date: 3/13/2023

Submitted By: Julie Edmiston

Department/Office: Public Works

Signature of Director/Official:  _____

Agenda Title: Interlocal Agreement with the City of Midlothian

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration and Approval of Interlocal Agreement Between the County of Johnson and the City of Midlothian Regarding the Jurisdiction of Plat Approval in the City's Extra Territorial Jurisdiction.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF JOHNSON AND THE CITY OF MIDLOTHIAN,
TEXAS 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 Midlothian, Texas ("City"), a municipal corporation, acting herein by and through its duly authorized City Council, and Johnson County, Texas ("County"), 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 ("ETJ") located within the County; 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 City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in City's ETJ under Chapter 212 of the Texas Local Government Code and other statutes applicable to cities, all of which is provided for in the Interlocal Cooperation Act and Section 242.001 of the Texas Local Government Code.

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

Agreements

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 212 of the Texas Local Government Code and other statutes applicable to cities, and County 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 City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its ETJ, and to regulate subdivisions under Chapter 212 of the Texas Local Government Code and other statutes applicable to cities. 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) City shall notify County of all subdivision plat applications for property located in City's ETJ within the County within ten days after receipt of a completed application. City shall use its best efforts to comply with this paragraph; however, failure to comply shall not affect the validity of any subdivision plat.

(b) City shall notify County 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 County at the address set out in Section 11(e) within 30 days of City'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 City and payable out of current revenues available to City. All fees relating to subdivision plat approval shall be collected by City and retained by City, unless otherwise agreed by City and County.

8. *Maintenance of Roads.* County shall maintain roads constructed in the ETJ at County's expense upon County accepting said roads for county maintenance.

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 City and extended to the ETJ are hereby established as the set of regulations to be enforced by City in the ETJ. City will provide County with copies of all amendments to City'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.

(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) 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
Christopher Boedeker
2 North Main Street
Cleburne, Texas 76033

Copies to:

Johnson County Public Works
Jennifer VanderLaan
2 North Mill Street, Suite 305
Cleburne, Texas 76033

and

Johnson County Attorney
Bill Moore
204 S. Buffalo Ave. Suite 410
Cleburne, Texas 76033

City:

Chris Dick, City Manager
104 W. Avenue E
Midlothian, Texas 76065

Copies to:

Joseph J. Gorfida, Jr., City Attorney
Nichols, Jackson
500 N. Akard, 1800 Ross Tower
Dallas, Texas 75201

and

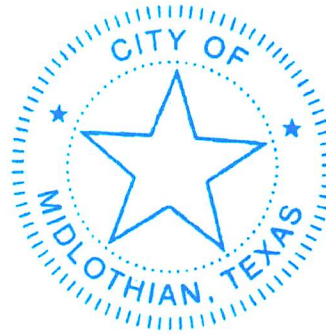
(f) This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF MIDLOTHIAN, TEXAS, in its meeting held on the 28th day of February, 2023, and executed by its authorized representative.

CITY OF MIDLOTHIAN, TEXAS

By: 

Title: Chris Dick, City Manager



ATTEST:



Tammy Varner, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 13 day of March, 2023, and executed by its authorized representative.

JOHNSON COUNTY, TEXAS

By: 

Christopher Boedeker, County Judge

ATTEST:

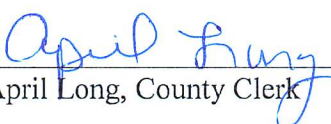
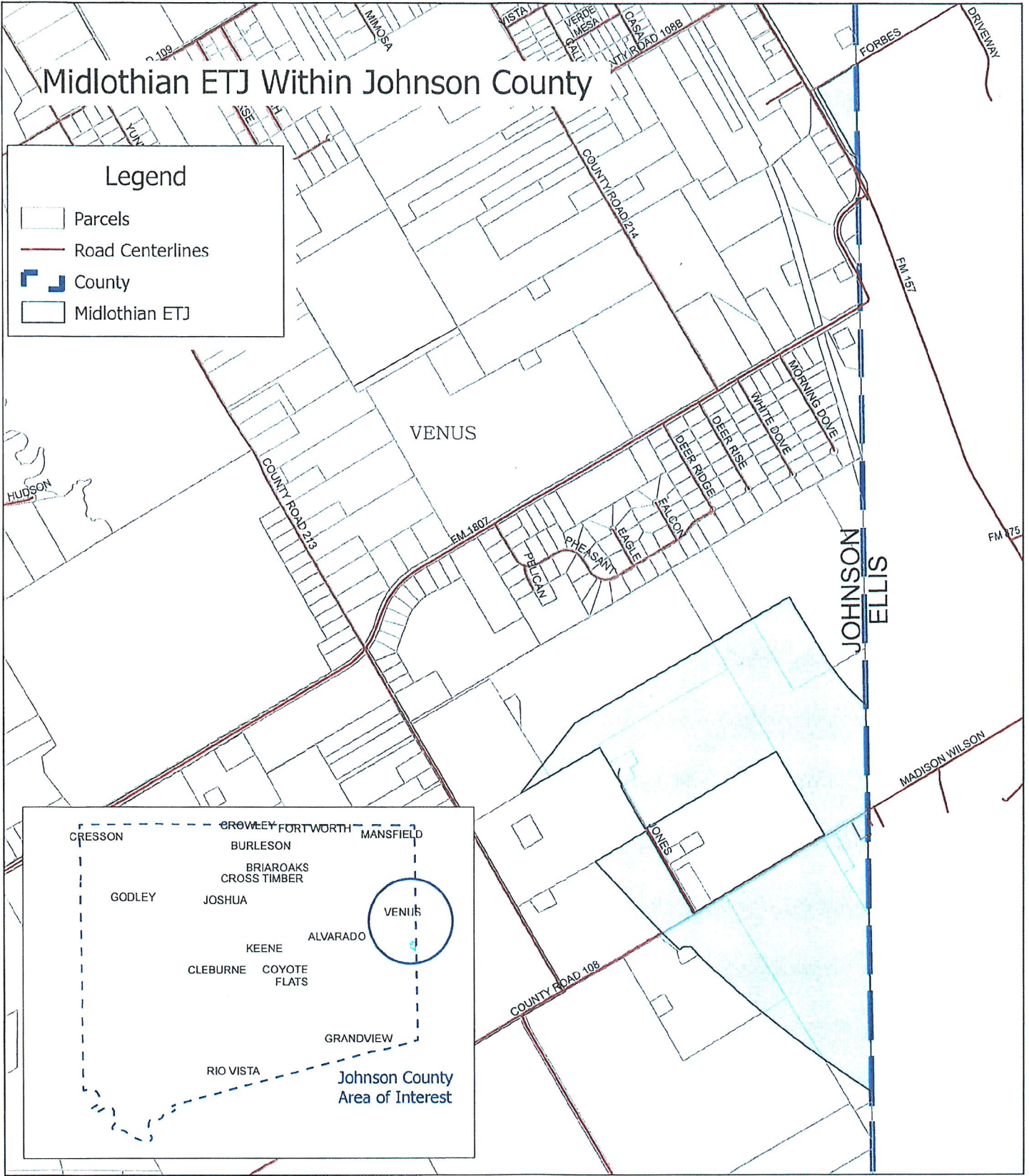

April Long, County Clerk



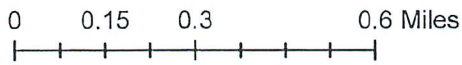
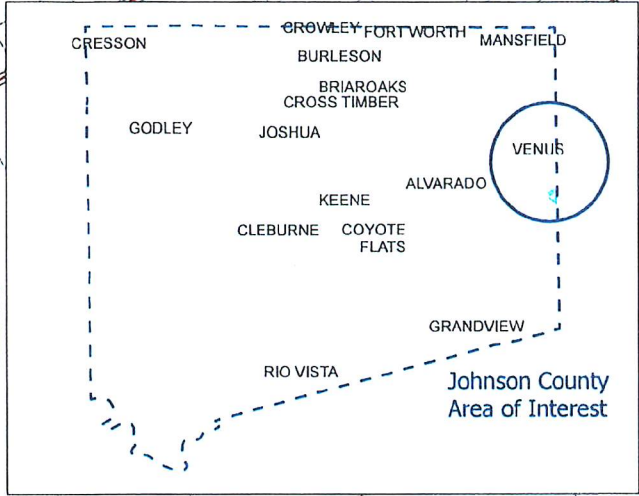
Exhibit A

Midlothian ETJ Within Johnson County



Legend

- Parcels
- Road Centerlines
- County
- Midlothian ETJ



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Johnson County
GIS and Mapping