

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 11/13/2023

Submitted By: County Judge's Office

Department: Public Works Department

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
NOV 13 2023
Approved

Description:

Discussion of the Second Amendment to Interlocal Agreement Between the
County of Johnson and the City of Cleburne Regarding Jurisdiction of Plat
Approval in the City's ETJ-Public Works Department

(May attach additional sheets if necessary)

Person to Present: _____

(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: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Paula Reid

From: Paula Reid
Sent: Monday, November 13, 2023 1:09 PM
To: Julie Edmiston; Jennifer VanderLaan
Cc: CCAgenda
Subject: Interlocal with Cleburne
Attachments: City of Cleburne.pdf

Julie,

Attached is the Interlocal with the City of Cleburne that was approved in court today.
Please forward to the City so they can sign the agreement and get it back to us.

*Thank you,
Paula Reid*

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF JOHNSON AND THE CITY OF CLEBURNE REGARDING
JURISDICTION OF PLAT APPROVAL IN THE CITY'S ETJ**

This Second Amendment to Interlocal Agreement Between the County of Johnson and the City of Cleburne Regarding Jurisdiction of Plat Approval in the City's ETJ (the "Second Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Cleburne ("City"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is a second amendment to the Interlocal Agreement between the County and the City signed by the City on February 12, 2002 and by the County on March 25, 2002, with an effective date of April 1, 2002, (the "Agreement") that granted City exclusive jurisdiction to regulate all subdivision plats and approve all related permits in City's ETJ and was amended and signed by the City on February 13, 2019 and by the County on January 28, 2019 with an effective date of January 28, 2019 (the Amendment") that granted County with exclusive jurisdiction in City's ETJ to regulate manufactured home rental communities. City and County also entered into an Interlocal Agreement signed by City on January 29, 2021 and signed by County on January 23, 2021 that granted the City Flood Plain Enforcement within Joshua Farms Municipal Management District No. 2. This Second Amendment is intended to amend and/or replace the above referenced agreements between the City and County and will constitute the one and only agreement between the City and County regarding the jurisdiction of plat approval in the City's ETJ.

Recitals

WHEREAS, prior to the enactment of H.B. 1445, Texas Local Government Code §242.001 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 amended Texas Local Government Code §242.001 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, 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, Texas Local Government Code §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 City's ETJ; and

WHEREAS, City and County desire to amend the Agreements that were effective as April 1, 2002, January 28, 2019 and January 29, 2021 so that County shall be granted 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 Texas Local Government Code Chapter 242.

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 Subchapter A of 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. County shall have jurisdiction to enforce onsite sewage facilities under Texas Health & Safety Code Chapter 366 and 30 Texas Administrative Code ("TAC") Chapter 285. County shall also have the authority to approve culvert and floodplain development permits pursuant to federal law. County will continue to have exclusive jurisdiction in the City's ETJ to regulate manufactured home rental communities per the guidelines of the Subdivision Rules and Regulations of Johnson County currently in effect, and as may be amended hereafter.
2. *ETJ Defined.* For the purposes of this Amendment, 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.
3. *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 City's ETJ, and to regulate subdivisions under Subchapter A of 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.
4. *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. County shall use its best efforts to comply with this paragraph; however, 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 10(e) within 30 days of County's approval. County shall assign addresses to each lot within an approved subdivision.

(c) County will require that City's Master Thoroughfare Plan for right-of-way will continue with plats for property located in City's ETJ until County adopts a countywide Master Thoroughfare Plan establishing right-of-way requirements within City's ETJ at which time the countywide Master Thoroughfare Plan will supersede City's Master Thoroughfare Plan and the countywide Master Thoroughfare Plan will be required for plats submitted to County.

(d) County will review and preserve the City's Public Work's utility easement requests per City's Master Plans where possible for property located in City's ETJ.

(e) City will continue to have authority to handle and is responsible for flood plain enforcement within the Joshua Farms Municipal District No. 2, created pursuant to Section 52 and 52-a, Article III, or Section 59, Article XVI of the Texas Constitution, and located within City's ETJ. City agrees to provide County with a copy of any drainage study or flood study required by the City for the Joshua Farms Municipal Management District No. 2. For any wastewater treatment plant of Joshua Farms Municipal District No. 2 that is permitted by the Texas Commission on Environmental Quality (TCEQ), the City agrees to provide County with a copy of any report received by the City regarding the impact, if any, of the release of treated wastewater to the real property located outside the development of the Joshua Farms Municipal Management District No. 2.

5. *Plats Affected.* The plats that will be subject to this Amendment 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 Effective Date. 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.

6. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Second Amendment, 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.

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

8. *Effective Date.* The Effective Date of this Second Amendment shall be January 1, 2024. Any plats submitted to the City for property located within the City's ETJ prior to January 1, 2024 and not approved by January 1, 2024, shall continue under the jurisdiction of the City in the same manner in effect prior to this Second Amendment.

9. *Applicable Regulations.* The subdivision rules and regulations currently enacted by County are applicable to the ETJ and are hereby established as the set of regulations to be enforced by County in the ETJ. County and City agree and understand that County may hereafter amend County's subdivision rules and regulations and upon approval by County said amendments will be applicable in City's 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.

10. *Miscellaneous Provisions.*

(a) This Second Amendment 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 Second Amendment has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

(c) This Second Amendment 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 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 Second Amendment 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 Second Amendment shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery:

City: _____

Copies to:

and

County: Johnson County Judge
Christopher Boedeker
1 North Main Street
Cleburne, Texas 76033

Copies to:

Johnson County Public Works
Jennifer Vanderlaan
1 North Mill Street Suite 305
Cleburne, Texas 76033

and

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

(f) This Second Amendment 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 CLEBURNE, TEXAS, in its meeting held on the ____ day of _____, 2023, and executed by its authorized representative.

CITY OF CLEBURNE, TEXAS

By: _____
Title: _____

ATTEST:

City Secretary

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

JOHNSON COUNTY

By: *Ch Boe*
Christopher Boedeker, County Judge

Attest:
April Long
April Long, County Clerk



THE UNIVERSITY OF THE SOUTH PACIFIC
SCHOOL OF DISTANCE EDUCATION
SUVA, FIJI

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