

AGENDA PLACEMENT FORM

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

Date: December 1, 2025

Meeting Date: December 22, 2025

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head:

Handwritten Signature

Court Decision:
This section to be completed by County Judge's Office



12-22-2025

Description:

Discussion of the Second Amendment to Interlocal Agreement Between the
County of Johnson and the City of Burleson Regarding 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: (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**

STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

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

This Amendment to Interlocal Agreement Between the County of Johnson and the City of Burleson Regarding Jurisdiction of Plat Approval in the City's ETJ (the "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 Burleson ("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 an amendment to the Interlocal Agreement between the County and the City signed by the City on November 11, 2019, and by the County on November 12, 2019 with an effective date of November 15, 2019 (the "Agreement") that granted City exclusive jurisdiction to regulate all subdivision plats and approve all related permits in 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, and November 15, 2019, 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:

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 save and except the conditions listed in subsection 1 (a), 1 (b), 1(c) and 1 (d). 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.

a. Notwithstanding the above, City and County agree that City shall retain exclusive jurisdiction to regulate all subdivision plats involving ETJ properties covered under a Development Agreement approved by the City. City and County further agree that any properties in the ETJ where the owner(s) have petitioned the City to be released from the ETJ pursuant to Sections 42.102-42.105, Local Government Code, are released from the ETJ either by approval of the City or by operation of law, and therefore County will have the exclusive jurisdiction to regulate the subdivision plats on the property released from City's ETJ. For the purposes of this Amendment, properties in the ETJ subject to the City's Development Agreements and that have not been released from City's ETJ are described by the area indicated on Exhibit B, attached hereto and made part hereof by this reference. For purposes of this Amendment, documents filed with the City pursuant to Sections 42.102-42.105, will control over Exhibit B should there be a conflict.

- (1) Future Development Agreements. In the event City enters into a Development Agreement involving one or more ETJ properties after the Effective Date of this Amendment, City and County agree that City shall be granted exclusive jurisdiction to regulate subdivision plats for the ETJ property(ies) covered under the Development Agreement provided the owner(s) do not petition the City to be released from the ETJ pursuant to Sections 42.102-42.105, Local Government Code. Should City enter into a Development Agreement in its ETJ after the Effective Date of this Amendment, City shall notify County of such Development Agreement within 30 days by sending to County a copy of the applicable Development Agreement and amended Exhibit B.
- (2) Waiver by City. If City, in its sole discretion, chooses not to exercise platting authority over a parcel of property subject to a Development Agreement, City shall notify County in writing and County shall retain exclusive jurisdiction to regulate all subdivision plats over that property. If City, in its sole discretion, chooses not to exercise platting authority over a parcel of property subject to a Development Agreement, City shall notify County in writing within five (5) business days of receiving plat application and County shall retain exclusive jurisdiction to regulate all subdivision plats over that property. If County receives a plat application on a property subject to a Development Agreement, County shall forward the Plat Application to City and City shall, within five (5) business days of receiving notice, state whether or not City intends to exercise its platting authority. County may consider the failure to timely respond as an

implied waiver by City. Waiver of the right to exercise platting authority by City shall not be interpreted as the waiver of any other rights under a Development Agreement.

- (3) Notice by County. If County grants a development permit or OSSF permit on property subject to a Development Agreement, County shall notify City within five (5) business days of the grant of the development permit.

b. Notwithstanding the above, City and County agree that City has the exclusive authority to regulate all subdivision plats and approve all related permits for property located within the Joshua Farms Municipal Management 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. The City shall further have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. The City shall be responsible for flood plain enforcement, and the 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. The City has entered into an agreement with Joshua Farms Municipal Management District No. 2 that requires it to maintain all roads constructed within the Joshua Farms Municipal Management District No. 2's boundaries located in City's ETJ at Joshua Farms Municipal Management District No. 2's expense until full-purpose annexation by the City, which agreement requires that such roads be maintained to a standard acceptable to the County. 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.

c. Notwithstanding the above, City and County agree that City has the exclusive authority to regulate all subdivision plats and approve all related permits for property located within the North Johnson County Municipal Management District No. 1, created pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, located within City's ETJ. The City shall further have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. The City shall be responsible for flood plain enforcement, and the City agrees to provide County with a copy of any drainage study or flood study required by the City for the North Johnson County Municipal Management District No. 1. The City shall enter into an agreement with North Johnson County Municipal Management District No. 1 that will require it to maintain all roads constructed within the North Johnson County Municipal Management District No. 1's boundaries located in City's ETJ at North Johnson County Municipal Management District No. 1's expense until full-purpose annexation by the City, which agreement shall require that such roads be maintained to a standard acceptable to the County. For any wastewater treatment plant of North Johnson County Municipal Management District No. 1 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 North Johnson County Municipal Management District No. 1.

d. Notwithstanding the above, City and County agree that it is likely that certain future projects will have a significant impact on development within City and that, therefore, it may be

mutually beneficial for City to have the exclusive authority to regulate all subdivision plats and approve all related permits for properties not yet identified. If City and the property owner of property the subject of a Strategic Partnership Agreement jointly petition County, the County's Director of Development Services may, in writing, agree to grant City exclusive jurisdiction over all permitting and platting, on a case-by-case basis. The decision to grant or deny such a petition shall be entirely within the Director's sole discretion. This subsection does not create a property right for any property owner and does not guarantee the Director's consent. Absent written consent from City, County, and property owner as detailed above, permitting authority may only be granted to City by amending this Agreement.

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, subject to the terms and conditions set forth in this Amendment. 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) As of March 24, 2025, County has adopted a Master Thoroughfare Plan (MTP) establishing right-of-way requirements within County, including City's ETJ. Therefore, County's MTP will be required for all plats submitted to County.

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, or if the City enters into a Development Agreement on property in the ETJ after the Effective Date, 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 Amendment, including but not limited to engineering reviews and inspections of public improvements, shall be borne by the party who will have jurisdiction after the Effective Date and

payable out of current revenues available to the party who will have jurisdiction after the Effective Date. All fees relating to subdivision plat approval shall be collected by the party who will have jurisdiction after the Effective Date and retained by the party who will have jurisdiction after the Effective Date.

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 Amendment shall be January 1, 2026. Any plats submitted to the City for property located within the City's ETJ prior to January 1, 2026 and not approved by January 1, 2026, shall continue under the jurisdiction of the City in the same manner in effect prior to this Amendment.

9. *Applicable Regulations.* Except for the ETJ properties set forth in Exhibit B, 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. For the ETJ properties set forth in Exhibit B, the subdivision rules and regulations currently enacted by City are applicable and are hereby established as the set of regulations to be enforced by City 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, save and except for the ETJ properties set forth in Exhibit B. County and City agree and understand that City may hereafter amend City's subdivision rules and regulations and upon approval by City said amendments will be applicable in the ETJ properties set forth in Exhibit B. 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 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 Amendment has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

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

City: City of Burleson
Attn: City Manager
141 W Renfro St
Burleson, Texas 76028

Copies to: City of Burleson
Attn: Director of Development Services
141 W Renfro St
Burleson, Texas 76028

and

Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: E. Allen Taylor, Jr., City Attorney
6000 Western Place, Suite 200
Fort Worth, Texas 76107

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

Copies to: Johnson County Development Services
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

(f) This 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 BURLESON, TEXAS, in its meeting held on the ____ day of _____, 2025, and executed by its authorized representative.

CITY OF BURLESON, TEXAS

By: _____
Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS,
in its meeting held on the ____ day of _____, 2025, and executed by its
authorized representative.

JOHNSON COUNTY

By: _____
Christopher Boedeker, County Judge

Attest:

April Long, County Clerk