

AGENDA PLACEMENT FORM

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

Date: 2-14-23

Meeting Date: 2-17-23

Submitted By: Jennifer Vanderlaan

Department/Office: Public Works

Signature of Director/Official: _____

COMMISSIONERS COURT

FEB 17 2023

Approved

Agenda Title:

Consideration and Approval of Second Amendment to Interlocal Agreement Between The County of Johnson and The City of Alvarado Regarding Jurisdiction of Plat Approval in the City's ETJ

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

WITH AUTHORIZATION FOR COUNTY JUDGE TO SIGN

(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: _____ minutes

Session Requested: Action (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 §

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF JOHNSON AND THE CITY OF ALVARADO 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 Alvarado 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 Alvarado ("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 document titled Amendment To Interlocal Agreement Between the County and the City of Alvarado Regarding Jurisdiction of Plat Approval in the City's ETJ signed by the City on February 18, 2019 and by the County on February 25, 2019, with an effective date being February 25, 2019, (the upon which both parties have fully approved and executed the Amendment) that granted County 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 located within the County ("ETJ"); 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 Agreement that was effective as February 25, 2019 so that County shall continue to 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, but City and County desire that City shall be granted exclusive jurisdiction under Chapter 212 of the Local Government Code and other statutes applicable to municipalities to plat and regulate all manufactured home rental communities located in City's ETJ.

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, except that City shall be granted exclusive jurisdiction pursuant to Chapter 212 of the Local Government Code and other statutes applicable to municipalities, to regulate a subdivision plat and approve all related permits for all manufactured home rental communities 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.

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 its 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) City shall notify County of any subdivision plat application and civil plans for a manufactured home rental community in City's ETJ for review and comment from County within ten days after receipt of a completed application. City agrees City will not approve the subdivision plat if Johnson County determines the drainage plans for a manufactured home rental community does not meet Johnson County standards.

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 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 the ETJ at County's expense upon County accepting said roads for county maintenance.

8. *Effective Date.* The Effective Date shall be the date upon which both parties have approved and fully executed this 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 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 Manager
Paul DeBuff
104 W. College Avenue
Alvarado, Texas 76009

Copies to:

City Attorney
Ashley Dierker
600 Western Place, Suite 200
Fort Worth, Texas 76107

and

City Secretary
Beth A. Walls
104 W. College Avenue
Alvarado, Texas 76009

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

