

**INTERLOCAL AGREEMENT PURSUANT TO CHAPTER 242,**  
**TEXAS LOCAL GOVERNMENT CODE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and Texas Local Government Code § 242.001, as amended, by and between the CITY OF JARRELL, TEXAS (“City”), a political subdivision of the State of Texas, and the COUNTY OF WILLIAMSON, TEXAS (“County”), also a political subdivision of the State of Texas.

WHEREAS, Local Government Code § 242.001 was amended by the 77<sup>th</sup> and 78<sup>th</sup> Texas Legislatures to require the City and the County to agree as to the jurisdiction to oversee and regulate subdivision plats and approve related permits in the City’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, the Interlocal Cooperation Act also allows local governments to contract with one another to perform governmental functions and services; 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, Section 242.001(d)(3) of the Texas Local Government Code, as amended, allows the City and the County to agree that the municipality and the county may apportion the area within the extraterritorial jurisdiction of the municipality with the municipality regulating subdivision plats and approving related permits in the area assigned to the municipality and the county regulating subdivision plats and approving related permits in the area assigned to the county; and

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

- I. *City Exclusive Jurisdiction of Subdivisions*
  - a. Except as otherwise stated herein, the City shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the City’s ETJ, and shall regulate these subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and County shall no longer exercise any of these functions in City’s ETJ.
  - b. City shall be solely responsible for the inspection of all public roadway and related improvements constructed within the proposed subdivisions.

- c. The City shall collect all fees and shall retain all fees for applications it reviews and/or inspects pursuant to this agreement.
- d. Complete files regarding platting, design and drainage shall be maintained and kept continually updated for each application submitted, including all of the documentation as listed in **Appendix A**, attached hereto. The City will provide the County a courtesy digital copy of ETJ applications within 15 days after receipt by the City.
- e. Complete files regarding construction and inspection of roads and drainage shall be maintained and kept continually updated for each application submitted, including all of the documentation as listed in Appendix A.
- f. No variances from the Wilco Regulations shall be granted by the City without the written approval of the Williamson County Engineer, Williamson County Sr. Director of Infrastructure, or Williamson County Subdivision Development Supervising Engineer.
- g. County will retain its normal responsibilities in the ETJ regarding, but not limited to, Flood Plain Management, On-Site Sewage Facilities regulations, Manufactured Homes Regulations and Right-of-Way Access Management regulations.
- h. Notwithstanding anything stated above, the County will have exclusive jurisdiction to review and approve subdivision plats if the lot sizes are greater than 5 acres and less than 10 acres in size.
- i. County will be permitted to review and comment upon any development or other subdivision-related agreements, including but not limited to municipal utility district consent agreements, entered into between the City and the subdivider for those proposed ETJ subdivisions that will not be annexed by the City prior to the approval of a final plat.
- j. County will be permitted to review, comment and be a party to, any license agreements, or development agreements related to current or future County maintained infrastructure, entered into by the City.
- k. The City shall provide the County with written notice of the approval of a final plat within ten (10) business days of the City's approval. After notice of approval is given, the County shall assign addresses to each lot within the subdivision
- l. The City and County agree that all plats filed after the Effective Date for subdivisions in the ETJ shall be filed with the City.

- m. For all new applications filed after the Effective Date for subdivisions located within those areas of the ETJ where the City has exclusive jurisdiction to regulate all subdivision plats and approve all related permits, as defined in Paragraph 1 above, the set of regulations to be enforced shall be the County's subdivision regulations, as may be amended from time to time.
- n. The County agree to make copies of its current rules and regulations applicable to the subdivision of property within the ETJ available to the City. Additionally, the County agrees to provide the City with reasonable notice of at least fifteen (15) days prior to amending rules and regulations applicable to subdivision of property within the ETJ. County shall provide such notice to the City's City Manager or designee. Upon adoption of any such change, the County agrees to provide the City with copies of the change upon approval by the County's Commissioners Court.

2. *Extraterritorial Jurisdiction ("ETJ") Expansion or Reduction.*

The ETJ of City is determined in accordance with Texas Local Government Code Chapter 42. Upon either an expansion or reduction in the area of City's ETJ, City shall notify County of the expansion or reduction within thirty (30) days by sending a copy to the County, at no cost to the County, of the applicable ordinance and new map indicating the new ETJ boundaries to City. If available to City, the ordinance and new ETJ map shall be sent in an electronic format. However, if the County requests that City provide the ordinance and ETJ map in a specific format that will require either the City or County to upgrade its system in order for the City and County systems to be compatible, then County shall be responsible for paying the costs of such upgrade(s).

3. *Agreement Automatically Applies to New and Disannexed Areas.*

This Agreement shall automatically apply to any new areas that become part of or are deleted from the City's ETJ without the necessity of any amendment to this Agreement. This Agreement does not apply to any area annexed into the City.

4. *Homeowner's Associations in City's ETJ.*

Subdivisions developed with private streets and alleys in the ETJ shall have a Homeowner's Association which will own and be directly responsible for the operation and maintenance of said private streets and appurtenances,

including common areas and facilities and sidewalks. County shall not be required to maintain or provide any services beyond those services or maintenance generally provided throughout unincorporated areas of the county, including expenses incurred for storm sewers, fire hydrants, drains, lighting, parks, green belt areas and other structures or facilities. All subdivisions with private streets shall post signage at the entrance to said subdivision stating that the streets are private and not maintained by the County.

5. *Plats Affected.*

The plats that are affected by this Agreement shall be those for which applications are filed after the Effective Date. Any rights accruing to a person pursuant to Chapter 245 of the Texas Local Government Code shall not be affected by this Agreement.

6. *Street Naming Authority.*

The County reserves, subject to non-binding consultation with and advice of City in advance, its control with regard to naming authority over county roads in the county inventory that are existing as of the date of this Agreement, including control over naming and changing names of existing county roads located within any municipal ETJ in the unincorporated areas of the county.

7. *Dedication of Public Property in the ETJ (Platting Distinguished from Acceptance).*

Nothing in this Agreement shall be construed as granting to the City the authority to accept dedications of property on behalf of the County. Individuals or entities desiring to dedicate property to the County, including but not limited to storm sewers, fire hydrants, drainage areas, flood plains, sidewalks, lighting, parks, green belt areas, and other structures and facilities, must clearly indicate such intentions on all plats and other documents submitted in the application. No property, facilities or structures will be accepted for dedication by the County without formal approval of the County Commissioners Court. Notwithstanding the above, maintenance of streets covered by this Agreement will at no time be the responsibility of the City, unless said streets are annexed by the City.

Upon completion of the 2-year warranty period, the County will perform a survey of the roadways in accordance with applicable End of Warranty Period Checklist, attached hereto as **Appendix B**. If no deficiencies are found, the roadway will be accepted by the County for maintenance. If deficiencies are found, the County may perform forensics testing for a period not to exceed 3 months. Upon completion of forensics testing, if it

is determined that the materials are not in accordance with specifications, the County will work with the developer to resolve the issue and then the road will be presented to the Commissioners Court for acceptance by the County for maintenance.

8. *Agency; Independent Contract.*

The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

9. *Roadway Maintenance and Bonds.*

All bonds, including construction, warranty, performance and maintenance bonds, as required by the City, shall name the County and the City as the entities to be protected and either the County or the City or both shall have full power to enforce the bond requirements in the event of failure to comply with the bond requirements.

10. *Notices to City or to County.*

All notices required to be given under this Agreement shall be addressed as follows and shall be delivered by certified mail, postage prepaid, or by hand delivery:

*To City:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*To County:*

County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

*With a copy to:*

County Judge  
710 Main Street, Suite 201  
Georgetown, Texas 78626

11. *Modification.*

Changes in the terms of this Agreement can be made only by written amendment executed by both parties and approved by the governing bodies of each prior to changes going into effect. No preconditions such as legal opinion letters or engineering studies may be imposed as a requirement for proposed amendments to be considered by either governing body, although such information may be allowed.

12. *Mediation.*

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

13. *County Long-Range Transportation Plan*

After working with the City, other municipalities within Williamson County and adjacent counties, the County adopted a Long-Range Transportation Plan in October 2009. In order to maintain the County's Long-Range Transportation Plan's objective of connectivity and mobility in and around the City's ETJ and throughout the region, the City agrees to review the County's Long-Range Transportation Plan, as may be amended from time to time, and the City will harmonize its transportation plans with the County's Long-Range Transportation Plan, as well as confer with the County in instances when there are conflicts between the County's Long-Range Transportation Plan, the City's transportation plans and proposed real property developments.

14. *Term.*

This Agreement shall be for a term of two (2) years after the Effective Date. Prior to that time, the Parties shall re-negotiate the terms and conditions of this Agreement, if necessary, pursuant to Chapter 242 of the Texas Local Government Code. This Agreement shall automatically renew for additional two (2) year terms if neither party seeks to re-negotiate the terms of the Agreement by providing three (3) months' notice to the other party of said intention to re-negotiate before the end of the term or any extension thereof.

15. *Miscellaneous.*

- 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. Either party may request to renegotiate this Agreement at any time.
- 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 Williamson 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 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.
- e. The 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.
- f. This Agreement shall be effective as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**").

*(signatures on following pages)*

APPROVED BY THE CITY COUNCIL FOR THE CITY OF JARRELL, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

CITY OF JARRELL, TEXAS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
William Gravell, Jr., County Judge

ATTEST:

\_\_\_\_\_  
Nancy Rister, Williamson County Clerk



## Appendix A

A complete file shall be maintained and kept continually updated for each application submitted (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans), including but not limited to a copy of each of the following:

- Pre-development meeting notes
- Initial application submittal (incl. application form and all related required documentation as required by the County's subdivision regulations, as amended)
- The appropriate application completeness checklist used in determining if the application is complete/incomplete
- Copy of complete/incomplete letter sent to the applicant including initial review timeframe
- All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on the initial application review
- All application re-submittals (incl. applicant/owner/developer/surveyor/engineer response to comments and all documents transmitted with the re-submittal)
- All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on all re-submittal application reviews
- All formal communication with the applicant/owner/developer/surveyor/engineer that all comments have been addressed
- All correspondence related to each application (incl. internal, with external entities, the public, or the applicant/owner/developer/surveyor/engineer)
- Digital files prior to the approval of a plat (One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD .dwg, .dgn, and .shp format. All entities or objects within the .dwg and .dgn files shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.)
- Documentation of any approved waiver or variance
- Final digital version (in Adobe .pdf format unless otherwise stated) of each approved application or approved revision to an application clearly noted as "approved" (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans)
- Documentation of a final approval or approved revision of each application by the appropriate approving entity/person (incl. governing body, elected official, department head, director, etc.)
- A complete timeline for each application from the initial submittal to final approval.
- For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software, must be utilized. For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software must be utilized. A copy of all HEC-HMS and HEC-RAS models received, reviewed and approved must be stored in the application file.

Upon, final approval or an approved revision of each application, the complete file shall be electronically transmitted to the County within ten (10) business days of the approval by sending to [development@wilco.org](mailto:development@wilco.org).

## Appendix B

### End of Warranty Period Checklist

At the end of the 2-year warranty period, the following items will be field-inspected to verify that they meet Wilco standards:

- **HMAC Paving**: Potholes, segregated areas, alligator cracking, and cracking, settlement around structures.
- **Curb and Gutter**: Lifting, cracking, substantial broken curb.
- **Manholes, Curb Inlets, Junction Boxes**: Trash, inlet protection, structural cracking, settlement, drain Issues.
- **Striping RPMS**: Fading, cracking, and peeling.
- **Sets, Minor Culverts, Drop Inlets**: Structural cracking, settlement, drain Issues.
- **Landscaping**: Clear zone, sight distance encroachment.
- **Detention Ponds**: Drain/Erosion issues.
- **Bridges and Bridge Class Culverts**: checking for structural integrity. Scour. Piping.
- **SW3P**: has been successful and removed from project