

STATE OF TEXAS

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**INTERLOCAL AGREEMENT FOR  
REGULATION OF SUBDIVISION  
PLATS IN THE ETJ OF THE CITY  
OF JUNCTION LOCATED IN  
KIMBLE COUNTY, TEXAS**

KIMBLE COUNTY

This City-County Interlocal Agreement ("Agreement") for regulation of subdivision plats and related matters in the Extraterritorial Jurisdiction of the City of Junction located in Kimble County is entered into by and between the City of Junction, a Type A General municipality, hereinafter referred to as "CITY" and Kimble County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and as required by Chapter 242, Texas Local Government Code.

WITNESSETH:

WHEREAS, CITY has jurisdiction and control over subdivision platting and related matters within its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, COUNTY has jurisdiction and control over subdivision platting and related matters in the unincorporated areas of the County, including part of the ETJ of CITY; and

WHEREAS, both CITY and COUNTY have established orders, ordinances, rules, regulations and procedures regulating the division of real property and the platting of subdivisions and related matters as authorized by applicable laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats and related permits in the ETJ of CITY located in COUNTY; and

WHEREAS, the governing bodies of CITY and COUNTY believe it is in the best interest of both entities and the public that uniform requirements and procedures be established for regulation of subdivision platting and related matters in the ETJ of CITY located in COUNTY as hereinafter provided in this Agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's authority and responsibilities concerning the regulation of subdivision platting, division of property, development of property, construction and/or installation of improvements on property, including on-site sewage facilities, and the enforcement of laws, orders, ordinances, rules

and regulations related to groundwater, flood plains and floodways on real property located within the ETJ of CITY and also located in COUNTY.

**ARTICLE II**  
**CHANGES TO ETJ**

The ETJ of CITY may fluctuate from time-to time during the term of this Agreement. Pursuant to Section 242.001, Local Government Code, CITY agrees to notify COUNTY in writing within 10 business days of any action by CITY that changes the boundaries of CITY's ETJ located in COUNTY. If there are any plat or permit applications in review at the time a boundary change takes effect, then the plat or permit application will remain with that reviewing authority only and under that process, provided that the review meets the minimum standards required by Chapter 212 of the Texas Local Government Code.

**ARTICLE III**  
**TERM**

The initial term of this Agreement shall be from the date of execution of this Agreement with a termination date of 04/10/2024, 20  . Thereafter, the Parties shall renew the Agreement on an annual basis beginning 04/10, 2024. The yearly renewal shall be automatic upon the expiration of the preceding term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term.

**ARTICLE IV**  
**RESPONSIBILITY FOR SUBDIVISION REGULATIONS**

- 4.01. Regulation of the division of real property, subdivision platting and approval of related permits as authorized under Chapter 242.001 of the Texas Local Government Code within the ETJ of CITY and located in COUNTY will be in accordance with the orders, rules, regulations, and procedures of COUNTY, subject to the provisions and/or exceptions as set out herein. (Note: Hereinafter whenever "ETJ" is mentioned in this Agreement, it will mean the ETJ of CITY that is located in Kimble County.)
- 4.02. COUNTY shall act as the general public's point-of-contact for information concerning the division of real property and subdivision platting requirements in the ETJ. COUNTY shall have primary responsibility for enforcing applicable laws, orders, rules, and regulations concerning the division of real property and the preparation and processing of plat applications for subdivisions located in the ETJ
- 4.03. COUNTY shall collect platting application fees for subdivision plats located in the ETJ.
- 4.04. Upon the final approval of subdivision plats located in the ETJ, COUNTY shall be responsible for ensuring that such plats are recorded in the official records of the

County Clerk's office of COUNTY, including any applicable filing and other fees.

- 4.05 Nothing in this Agreement shall be construed to limit the authority of the CITY, or any agency of the CITY, to enforce any water quality control or pollution ordinances within the ETJ of CITY and located in COUNTY. The CITY, or any agency of the CITY, shall retain exclusive jurisdiction to enforce Chapter 13 of the CITY Code of Ordinances within the ETJ of CITY and located in COUNTY.

**ARTICLE V**  
**COSTS AND EXPENSES**

The Parties agree that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

**ARTICLE VI**  
**TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kimble County, Texas.

**ARTICLE VII**  
**LEGAL CONSTRUCTION**

Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect, by a court or agency with competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE VIII**  
**AMENDMENTS**

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

**ARTICLE IX**  
**REPRESENTATIVES AND NOTICES**

- 10.1. The County Judge of COUNTY shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.2. The Mayor of CITY shall be the designated representative of CITY responsible

for management of this Agreement.

- 10.3. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the persons and addresses set forth below:

CITY

City of Junction  
730 Main Street  
Junction, Texas 76849  
Attn: Russell Hammonds,  
Mayor

COUNTY

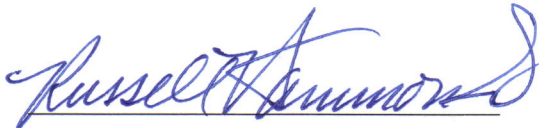
Kimble County  
501 Main Street  
Junction, Texas 76849  
Attn: Hal A. Rose,  
County Judge

Notice of change of the designated representative for a Party and/or a change of address by either Party must be made in writing and delivered to the other Party's address within ten (10) business days of such change.

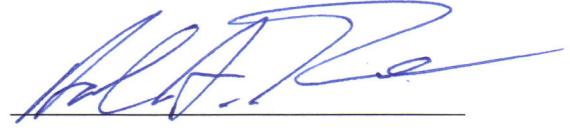
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL ON THIS 10<sup>th</sup> DAY OF ~~MARCH~~ APRIL 2023.

CITY OF JUNCTION, TEXAS

KIMBLE COUNTY, TEXAS



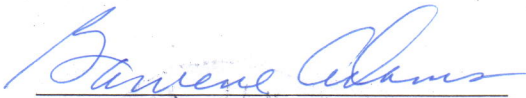
Russell Hammonds,  
Mayor



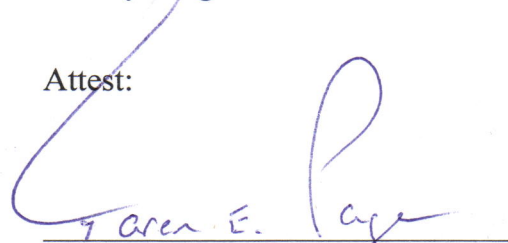
Hal A. Rose,  
County Judge

Attest:

Attest:



Garvene Adams,  
City Secretary



Karen Page,  
County Clerk

