

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF  
PARKER AND THE CITY OF ANNETTA SOUTH  
PLAT APPROVAL JURISDICTION IN THE CITY'S ETJ**

**THIS INTERLOCAL COOPERATION 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 House Bill 1445 ("H.B. 1445, enacted by the Texas Legislature during its 77<sup>th</sup> Legislative Session), by and between the City of Annetta South, Texas ("City"), a political subdivision of the State of Texas, and Parker County, Texas ("County"), also a political subdivision of the State of Texas.

**Recitals**

**WHEREAS**, to the enactment of H.B. 1445, Texas Local Government code §242.001 authorized the City and County to exercise concurrent jurisdiction over the platting process required upon the subdivision of land within the City's extraterritorial jurisdiction located within the County ("ETJ") and

**WHEREAS**, H.B. 1445 amends Texas Local Government Code 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**, the 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**, H.B. 1445 requires the 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**, the City and County desire that the City be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, all of which is provided for in the Interlocal Cooperation Act and H.B. 1445.

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

**Agreements**

**1. City Granted Exclusive Jurisdiction**

The City shall be granted exclusive jurisdiction to regulate all subdivision plats pursuant to Local Government Code 242 and approve all related permits in City's ETJ and may regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities, and the County shall no longer exercise any of these functions in City's ETJ. Execution of this Agreement does not affect the County's authority to issue permits for onsite sewage facilities and to approve culvert and floodplain development permits pursuant to federal law. Authority to enforce lot size requirements lie with the Upper Trinity Groundwater Conservation District when private wells are the water source.

## 2. Issues Not Affected by this Agreement

"This Agreement does not affect on-site sewage facilities (OSSF), flood plain enforcement or road maintenance issues.

(a) This agreement has no impact on permits issued for on-site sewage or floodplain enforcement, the County is responsible for on-site sewage facility permits and floodplain enforcement outside of the City Limits.

(b) The Agreement has no impact on road maintenance issues. The City shall not be responsible for acceptance by the County of the subdivision roads as county roads or for county maintenance. The County remains the governmental entity that is responsible for acceptance of subdivision roads outside of the City boundaries as county roads and for county road maintenance. Subdivision roads will continue to require commissioner court adoption into the County Road System to be eligible for county road maintenance. Acceptance of a public road as a county road with county maintenance remains a discretionary decision by the county commissioners' court.

(c) This Agreement has no Impact on 911 addressing. Parker County will be responsible for 911 addressing.

## 3. ETJ

For the purpose of this agreement, City's ETJ is described by the area indicated on "Attached Exhibit A", attached hereto and made a part hereof by this reference. The recognition of the ETJ shall not be deemed an admission by the City or County in any dispute with any other person or municipality regarding the boundaries of the City's ETJ.

## 4. ETJ Expansion or Reduction

In the event the City's ETJ expands, the City and County agree that the City shall continue to be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ, and to regulate subdivisions under Subchapter A of Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities until Agreement is amended to take into account such ETJ expansion. The City and County agree that in the event City's ETJ is reduced, the County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in the City's ETJ until this Agreement is amended to take into account such ETJ reduction. Should the City expand or reduce its ETJ, the City shall



notify the County of such expansion or within 30 days by sending to the County a copy of the applicable ordinance and an exhibit of the revised EI]. The County shall have 30 days, from the receipt of such ordinance and exhibit, to review and present any objections to the City regarding the accuracy of the revision to the ETJ. The "Date of Amendment" shall be: (1) the 30<sup>th</sup> day after County receives the exhibit if the County does not object to the accuracy of the exhibit; or (2) if the County objects to the accuracy of the exhibit, upon resolution by the of such objection, any amendment to this Agreement shall be deemed an amendment by the parties pursuant to Texas Local Government Code §242.001 (c).

#### **5. Notice of Plat Submittals and Approvals, and Recording**

(a) The City shall notify and forward to the County a copy of all subdivision plat applications and blue lines for property located in the City's ETJ and within the County by the 30th day after receipt of a completed application. The city shall use its best efforts to comply with this paragraph; however, failure to comply shall not affect the validity of any subdivision plat.

(b) The County shall work with the plat applicant to obtain Construction/Maintenance bonds as required by the County. The City shall not approve any plat in the City's ETJ within the County until the County's bond requirements have been satisfied and the county provided notice of such to the City.

(c) The City shall notify the County of the approval of plats for property located in the City's ETJ and within the County. The plat shall be sent to the Parker County Platting Office at the set out in Section 14(e) within 30 days of the City's approval for proper recording in the Deed Records of Parker County. The expense for proper recording or processing in the county deed records shall be borne by the developer in accordance with the law.

(d) Nothing in the contract is intended to interfere with the recording requirements neither of state law nor with the authority and duty of the County Clerk to collect filing fees.

#### **6. Plats Affected**

The plats that will be subject to this Agreement 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 Date of Amendment. 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.

#### **7. Collection of Fees**

All fees relating to subdivision plat approval shall be collected by the City and retained by the City except for fees filing the approved plat with the County Clerk and such other fees as may be expected by the provisions of this contract or by law.

#### **8. Maintenance of Roads**

The County remains the governmental entity with the jurisdiction of roads within the extraterritorial jurisdiction of the City. The City does not assume any responsibility for road maintenance of roads that are outside the boundaries of the City but within the extraterritorial jurisdiction of the City. Government maintenance of any road in a subdivision plat approved by the City that lies within the extra-territorial jurisdiction of the City remains at the discretion of the Commissioners' Court and within the operation of state law generally and is not the subject of this contract.

9. Road Test.

In order to be considered by the County for acceptance as a county road and for county maintenance, it is the developer who has the new road inspected and test samples of the new road establish that the road meets County road specifications. Required engineering inspection and laboratory costs shall be borne by the developer. The acceptance of a new road as a county road with county maintenance lies solely within the discretion of the Commissioners Court. No other entity and no individual county official have the authority to bind the County. No concrete roads within a residential subdivision will be accepted for County maintenance. All such streets will be designated as private roads and maintenance remains the responsibility of the property owners. Nothing in this contract binds the County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

10. Installation and Inspections of Infrastructure

Both the City and County may have joint responsibility for the inspection of infrastructure and may independently assess the necessary fees for such inspection. These reviews and inspection procedures may also be modified by amendments to the consistent set of ETJ regulations per this Agreement. The City Engineer, or other persons designated by the City or County, will advise and assist in the coordination of infrastructure plan review and installation in the ETJ during or after plat approval, as may be necessary for their professional judgment. The City Engineer or other persons as may be designated by the City, if the City so decides to assist in inspections, shall make field inspections during construction as may be necessary in their judgment, to determine if all work is in accordance with approved plans and specifications. The plat applicant will be responsible for inspection and materials testing fees in an amount equal to that paid for infrastructure construction within the city limits, paid to the City, for design review and site inspection, if they are providing these services.

11. Bonds

All bonds required by the County from the developer shall be enforced by the County. Proper format for Construction/Maintenance bonds shall be obtained from the City "Attached Exhibit B". Said Bond shall be presented to Commissioners Court (on the earliest agenda possible) and will be held in the County Judge's Office until the release date is established.



A Maintenance Bond and any engineering information shall be presented to Commissioners Court upon the release of the Construction Bond. Upon expiration of the Maintenance Bond, the County may accept for maintenance roads meeting county standards; the County will notify the City of new roads being accepted.

12. Effective Date

The effective date shall be the date upon which both parties have approved and fully executed this agreement.

13. Applicable Regulations

(a) The subdivision rules and regulations currently enacted and as amended from time to time, by the City and extended to the ETJ are hereby established as the set of regulations to be enforced by the City in the ETJ.

Subdivision plats are required to include the entire original parent tract in all applications. A statement shall appear on the plat face stating that the subdivision is within the Extra Territorial Jurisdiction of the City of Annetta South and Parker County Commissioners Court signatures are not required.

(b) When private wells are the water source the following statement(s) must be reflected on the final approved plat:

GROUNDWATER CERTIFICATION STATEMENTS

i) The following wording must appear on the plat if a Groundwater Certification is required:

Certification of (Groundwater availability for this plat is filed in Volume  
Page \_\_\_\_\_, Rea} Records Parker County, Texas

ii) The following wording must appear on the plat if a Groundwater Certification is not required in accordance with Parker County Subdivision Regulations and Construction Standard, Section 4.12.

EXCEPTIONS TO GROUNDWATER AVAILABILITY CERTIFICATION FOR PLATING:

This plat represents property which has been platted without groundwater certification as prescribed in Texas Local Government Code Section §232.0032. Buyer is advised to question seller as to the groundwater availability.

14. Miscellaneous Provisions

(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 a written agreement duly executed by both parties.

(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 the venue for all purposes hereunder shall be in Parker 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 Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision never comprised a part hereof; and the remaining provision shall continue in full force and effect.

(e) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery.

Mayor  
City of Annetta South  
P.O. Box 61  
Aledo, Texas 76008

County Judge  
1 Courthouse Square  
Weatherford, Texas 76086

Parker County Platting Department  
101 North Main Street  
Weatherford, Texas 76086

County Attorney Office  
101 North Main Street  
Weatherford, Texas 76086

Commissioner, Precinct Four  
1320 Airport Road  
Aledo, Texas 76008

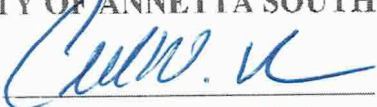
(f) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.



(g) Preliminary plats and final plats of property in the City's ETJ that are submitted after the effective date of this agreement will not require approval of the County.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF ANNETTA SOUTH, TEXAS, in its meeting held on the 10<sup>th</sup> day of Oct 2023 and executed by its authorized representative.

CITY OF ANNETTA SOUTH

By   
CHARLES MARSH, MAYOR

ATTEST:

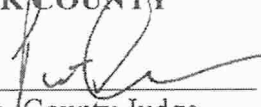
  
City Secretary

APPROVED TO AS FORM

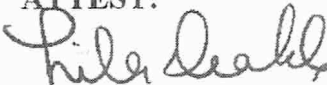
By \_\_\_\_\_  
City Attorney

APPROVED BY THE COMMISSIONERS COURT OF PARKER COUNTY, TEXAS, in its meeting held on the 14 day of August 2023 and executed by its authorized representative.


PARKER COUNTY

By   
Pat Deen, County Judge

ATTEST:

  
County Clerk

APPROVED TO AS FORM

By   
County Attorney





# LETTER OF CREDIT FOR CONSTRUCTION

No. \_\_\_\_\_

FOR THE BENEFIT OF THE FOLLOWING SOLE BENEFICIARY:

COUNTY JUDGE OF PARKER COUNTY, TEXAS OR HIS SUCCESSOR IN  
OFFICE

ATTENTION:

We hereby establish our Irrevocable Letter of Credit For Construction No. \_\_\_\_\_ in  
your favor for the amount of \_\_\_\_\_ and No/100 Dollars  
(\$\_\_\_\_\_). This Letter of Credit is for the account of  
\_\_\_\_\_, and is available by your draft drawn on the  
\_\_\_\_\_.

This Letter of Credit for Construction will apply to the total amount of  
\_\_\_\_\_, and will be in effect until all roads, streets, and drainage structures  
have been completed to the satisfaction of the Commissioners Court of Parker County, Texas, and  
the Irrevocable Letter of Credit For Construction has been released by a Court Order from Parker  
County Commissioners Court.

This Letter of Credit for Construction is issued to Parker County in reference to  
\_\_\_\_\_ Subdivision and in accordance with Article V of the  
Subdivision Regulations and Construction Standards for Parker County, Texas, Section 501  
pertaining to the insurance of construction of roadways in said subdivision. Further this Letter of  
Credit for Construction acknowledges the fact that the construction of such roadways shall begin

within ninety (90) days after final approval of the plat is given and that the road construction will be completed no later than thirteen (13) months after final approval of the plat is given by Commissioners Court.

This Letter of Credit shall expire at 12:01 a.m. on \_\_\_\_\_ which shall represent a period of obligation under this Letter of Credit equaling a thirteen (13) month period following approval of the final plat of the subject subdivision by the Parker County Commissioners Court.

**SIGNED**, sealed and delivered at \_\_\_\_\_, Texas, the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Financial Institution)

By: \_\_\_\_\_  
Authorized Agent/Officer





This Letter of Credit for Maintenance shall expire at 12:01 on \_\_\_\_\_, which shall represent a period of obligation under this letter of Credit for Maintenance equaling a two (2) year period following approval of **(the final plat)** by the Parker County Commissioners Court.

**SIGNED**, sealed and delivered at \_\_\_\_\_, Texas, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Financial Institution)

By: \_\_\_\_\_  
Authorized Agent/Officer