

**INTERLOCAL AGREEMENT FOR THE REVIEW OF SUBDIVISION
APPLICATIONS IN BASTROP COUNTY AND IN THE CITY OF
SMITHVILLE EXTRATERRITORIAL JURISDICTION**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and made in accordance with the provisions of the Interlocal Cooperation Act and Local Government Code Chapter §242.001, as amended, by and between the CITY OF SMITHVILLE, TEXAS ("City"), a general law city in the State of Texas, and the COUNTY of BASTROP, TEXAS ("County"), a political subdivision of the State of Texas, hereinafter collective referred to as the "Parties."

RECITALS

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in unincorporated areas, including the extra territorial jurisdiction ("ETJ"), is not planned or constructed in a manner that is adverse to their respective interests or their citizen's health, safety and welfare; and

WHEREAS, Local Government Code §242.001(d)(1) authorizes a county and a municipality to enter into an interlocal agreement regarding subdivision regulation that grants either the municipality or the county exclusive jurisdiction to regulate subdivision plats and related permits in the municipality's ETJ; and

WHEREAS, Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the parties recognize that the land within Smithville's ETJ in Bastrop County will be adequately protected through compliance with the Bastrop County subdivision regulations;

NOW, THEREFORE, the Parties agree as follows:

1. Subdivision Review and Approval Jurisdiction

The parties agree that Bastrop County shall have exclusive jurisdiction to regulate subdivisions in the Smithville ETJ in Bastrop County. The County shall accept subdivision applications, and apply its subdivision regulations (Attachment A) to

proposed subdivisions for land in the ETJ. The County shall notify the City of any changes to the subdivision regulations.

The parties agree that Bastrop County will conduct all permitting and license review within all areas of the City ETJ. This includes 911 Addressing, Development Permits, Floodplain Review, OSSF (Septic) Permitting and Licenses, Driveway Permits and any other aspect of site development.

- A. **Courtesy Review** The County will provide within ten (10) days of receipt, the City with a "courtesy copy" of plats submitted to the County for proposed developments and shall notify the City of the final approval of any subdivision plat within the ETJ.
- B. **Authority over Review and Approval of Special Districts and written Development Agreements** Development in the City's Statutory ETJ that is subject to any type of "special district" status such as MUDs, PIDs, PUDs, etc., or that is subject to a written agreement pursuant to the Texas Local Government Code, Chapter 212, Subchapter G, shall remain subject to the processes and procedures stipulated within the Local Government Code and will be subject to the City's exclusive jurisdiction and authority, unless otherwise agreed upon in writing by the developing parties, the City and the County. The City will provide the County with a "courtesy copy" of all public submittals from the developers within ten (10) days of receipt.
- C. **Maintenance of Improvements of Certain Areas and Situations** When the County's subdivision regulations and/or ordinances require that a development installs or improves non-street infrastructure such as street lights, sidewalks, storm sewers, and/or parks/ recreation/ trail facilities, etc. which will require future maintenance, the County will stipulate by plat note that said improvements are to be maintained by the developer and their heirs and assigns or by a property owners association.
- D. **Definitions** The terms subdivision and plat, and the regulation thereof, are intended to include plat amendments, vacations, replats, and the determination of whether a particular division of land is entitled to an exemption from the requirement to file an application for subdivision.
- E. **Construction** The County shall be responsible for the administration of subdivision construction agreements, subdivision phasing agreements, and other ancillary matters. The County shall be responsible for maintaining fiscal depositions and administration of fiscal security, which shall be collected by the County. The County shall continue to collect all County

fees, including subdivision construction inspection fees. The Bastrop County Engineer, or their designee, shall perform construction inspections of all road and drainage improvements on behalf of the County, to assure construction in accordance with C subdivision requirements.

- F. **Maintenance Roads** approved for construction in the platting process must go through a one year warranty period. The County Engineer, or their designee, will inspect the road after the one year warranty period, and along with the County Commissioner for that precinct, make a recommendation to the Commissioners Court on whether to accept or deny the road into County maintenance.

2. Geographic Scope

The agreement only applies to the ETJ of the City in the County (Attachment B). The City shall notify the County of any expansion or reduction of the ETJ in the County, whether resulting from annexation, disannexation, legislation, judgment of a district or other trial-level court, or any other means.

3. Term and Future Amendment of the Agreement

The agreement takes effect upon the complete execution of the Agreement by the Parties. The Agreement is effective for six months (6) months and thereafter shall automatically renew every six months, unless terminated by either party. This Agreement may be terminated by any party with ninety (90) days written notice.

4. Miscellaneous

- A. **Notices** 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 the County:	County of Bastrop Attn: County Judge 804 Pecan Street Bastrop, TX 78602
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To the City:	City of Smithville Attn: City Manager PO Box 449 Smithville, TX 78957
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- B. Address Change** Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.
- C. Parties Bound** This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. Prior Agreement Superseded** This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning subdivision review and supersedes any prior understandings or written or oral agreements between the Parties respecting subdivision review. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve subdivision review.
- E. Amendment** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- F. General Waiver by the Parties** The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas Uniform Commercial Code.
- G. Violation of Law** The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- H. Enforceability** If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- I. Governing Law and Place for Performance** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of

any provision herein, then no such provision shall be construed against the drafter of the Agreement.

- J. **Signature Warranty Clause** The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of the City and the County, respectively.
- K. **No Waiver of Immunities** Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City and the County, their past or present officers, employees, or agents.
- L. **Approval of Governing Bodies** This Agreement has been approved by the governing bodies of the County and the City.
- M. **Assignment** Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

CITY OF SMITHVILLE

By: Mark a. Bunte

Printed Name: Mark Bunte

Title: Mayor

ATTEST:

By: Brenda C. Page
Brenda C. Page, City Secretary

COUNTY OF BASTROP

By: Paul Pape

Printed Name: Paul Pape

Title: County Judge

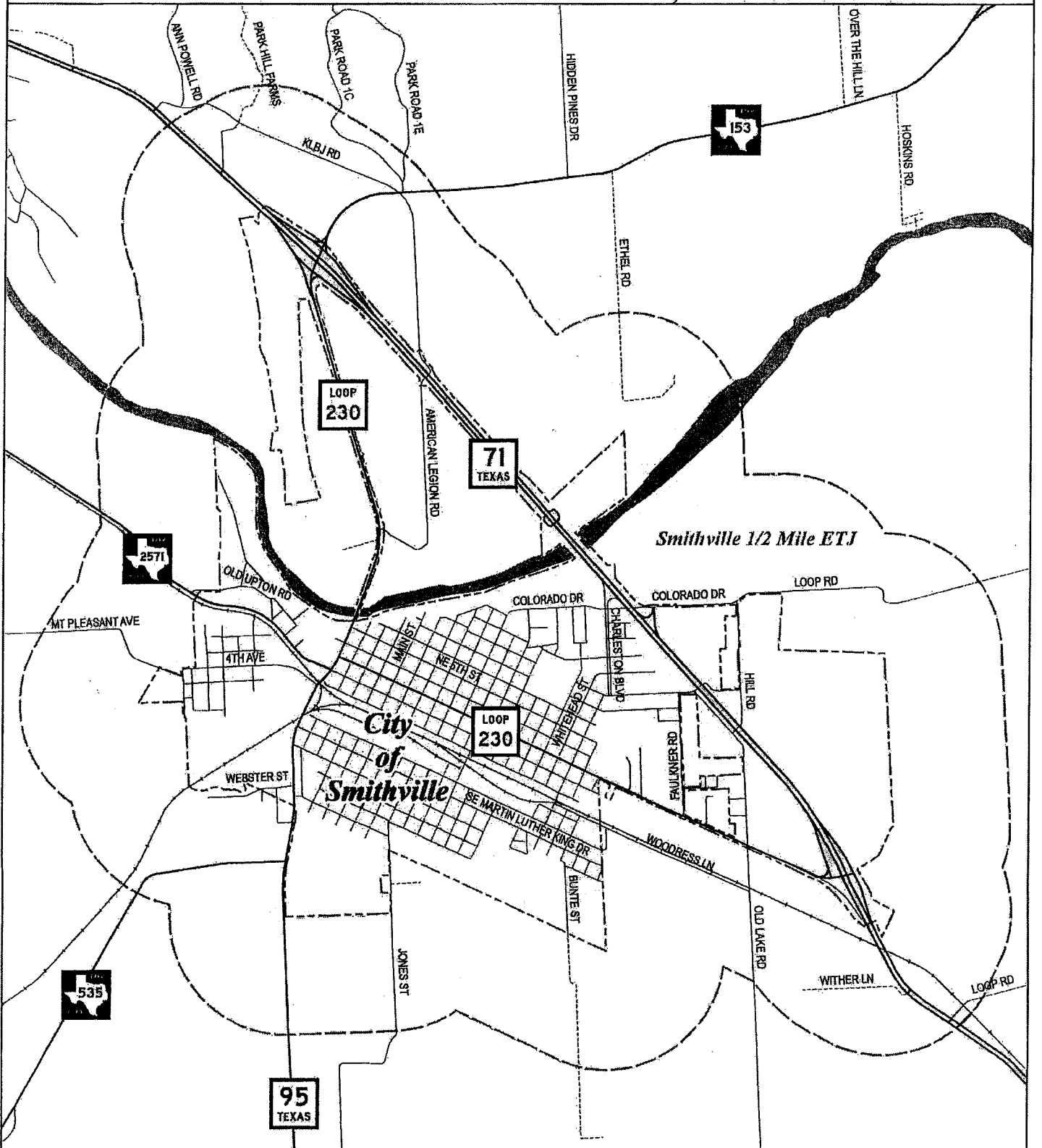
ATTEST:

By: Rose Pitsch

Attachment A Bastrop County Subdivision Regulations

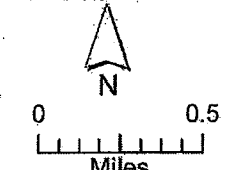
SMITHVILLE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION







BASTROP COUNTY, TEXAS




BASTROP COUNTY
TEXAS

Map Produced: 01/27/2015



-  City Limits
-  1/2 Mile ETJ
-  River
-  Highway
-  Street
-  Rail Line

Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records that are constantly undergoing change. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.