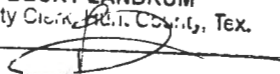


19,282

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HUNT COUNTY AND THE TOWN OF POETRY FOR
SUBDIVISION REGULATION AND BUILDING CODE
ENFORCEMENT WITHIN THE EXTRATERRITORIAL
JURISDICTION (ETJ) OF THE TOWN OF POETRY**

FILED FOR RECORD
at 1:30 o'clock P M
JAN 28 2025
BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") executed by and between Hunt County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the Town of Poetry, a municipal corporation of the State of Texas (hereinafter referred to as "Town"), dated January 16th, 2025, was drafted pursuant to the requirements of *Chapter 242, Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction* ("ETJ") of the Texas Local Government Code (TLGC).

WHEREAS, the Agreement is in accordance with the requirements of *Chapter 242, Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction* of the TLGC, which requires that the Town and the County enter into a written agreement pertaining to regulation of subdivision plats and other matters in the ETJ of the Town; and

WHEREAS, the Town and the County believe it is in the best interest of both entities to combine their respective procedures into one seamless operation with each agency retaining responsibilities as hereinafter provided in this Agreement; and

NOW, THEREFORE, in order to carry out the stated intent, obligations, and mutual promises of the above recitals and for receipt, sufficiency, and monetary consideration, the Town and the County hereby agree to the following:

ARTICLE 1. PURPOSE

The purpose of this Agreement is as follows:

- Sec.1.1.** To establish and clarify the Town's and the County's obligations, costs, manner, and method for the approval of subdivision plats for real property located within both the County and the Town's ETJ.
- Sec.1.2.** To establish a reporting process for the Town to notify the County when Town Council acts to change the boundaries of the Town's ETJ, thereby affecting the process for reviewing and approving subdivision plats for newly incorporated or disincorporated property during the term of this Agreement.

ARTICLE 2. TERMS OF AGREEMENT

- Sec.2.1. Effective Date.** This Agreement shall commence on the date that it is formally and duly signed and executed by both the Town and County and shall be valid for twelve (12) months. Thereafter, the Town and County shall renew this Agreement on a twelve (12) month basis, unless terminated as provided herein.
- Sec.2.2. Renewal.** The renewal of this Agreement shall be automatic upon the expiration of the preceding term unless the Town or County provides written notice to the other governmental agency of its desire not to renew this Agreement. Written notice shall be provided at least ninety (90) days before the current term's expiration. Upon termination of this Agreement, neither the Town nor the County shall have any obligations to the other entity under this Agreement, except concerning payment for services already rendered under this Agreement but not yet paid.
- Sec.2.3. Compliance with Chapter 242, TLGC.** The Town and County mutually agree that this Agreement complies with the requirements of *Chapter 242, Authority of Municipality and County to Regulate Subdivisions In and Outside Municipality's Extraterritorial Jurisdiction* of the TLGC.
- Sec.2.4. Expansion or Reduction of the Town's ETJ.** Should the Town Council expand or reduce the Town's ETJ in the County, the Town shall notify the County in writing no later than ten (10) working days after the action is finalized and provide the County with an updated map showing the adjusted ETJ. Upon receipt of the map by the County, the map contained in Exhibit A (Town of Poetry Corporate Limits and ETJ Areas) of this Agreement shall be automatically amended, and no further action regarding this Agreement shall be necessary.
- Sec.2.5. Effect of Expansion or Reduction of the Town's ETJ on this Agreement.** Upon expansion or reduction of the Town's ETJ in the County, the County shall continue to have jurisdiction to regulate subdivision development including in the expanded areas; however, a change in the area covered by this Agreement will not affect any rights accrued under Chapter 245, Issuance of Local Permits of the TLGC. All areas outside of the Town's ETJ shall be within the

County's jurisdiction. Should an expansion or reduction in the Town's ETJ require a written amendment to this Agreement, both the Town and the County agree that the County shall continue to have exclusive jurisdiction to regulate subdivision development in the Town's ETJ until this Agreement is amended.

Sec.2.6. Map of the Town's ETJ. A map of the Town's ETJ as of the effective date is in Exhibit A (Town of Poetry Corporate Limits and ETJ Areas) of this Agreement.

ARTICLE 3. TOWN RESPONSIBILITIES

The Town agrees to the following:

Sec.3.1. Authority. The County will have the authority to approve subdivision plats, issue appropriate permits, perform an inspection of public improvements, and collect associated fees under *Chapter 212, Municipal Regulation of Subdivisions and Property Development*, and *Chapter 232, County Regulation of Subdivisions* of the TLGC within the Town's ETJ, pursuant to *Section 242.001(d)* of the TLGC except as otherwise provided in this Agreement.

- The Town shall grant the County exclusive jurisdiction to regulate subdivision plats, regulate the development of land that does not require a subdivision plat to be filed, and approve related permits in the Town's ETJ utilizing the County's Subdivision and Land Development Regulations ("subdivision regulations"), as it may be amended from time to time.
- The Town shall not accept any application requesting approval of a subdivision plat within the Town's ETJ following the effective date of this Agreement.

Sec.3.2. Comments on Subdivision Plats or Engineering Plans. Upon receipt from the County of an application for a subdivision plat or engineering plans (referenced in Article 4 Sec.4.6), the Town shall prepare and send comments (if any) to the County the earlier of the following: (1) within ten (10) working days; or (2) 24 hours before the last Commissioners Court regular meeting during which the Court may vote on approval of plats or plans that would otherwise be automatically approved or considered to be approved under then-current state law

Sec.3.3. On-Site Sewage Facilities (OSSF). The County retains exclusive jurisdiction to administer and enforce the County's on-site sewage facility (OSSF) regulations in the Town's ETJ.

Sec.3.4. Floodplain. The County will continue to be responsible for regulating the floodplain within the Town's ETJ in accordance with the County's Flood Damage Prevention Order and state and federal law.

Sec.3.5. Public Improvements. If a road is eligible for County maintenance, the County will be responsible for inspecting and accepting the road for maintenance in accordance with the County's subdivision Regulations.

ARTICLE 4. COUNTY RESPONSIBILITIES

The Town agrees to the following:

Sec.4.1. Authority. The County will enforce within the Town's ETJ its subdivision regulations. The County shall retain all fees collected for subdivision plat applications, engineering reviews, building plan reviews, and inspections of public improvements. A third-party inspector shall inspect roads eligible for County maintenance and acceptance in accordance with the County's subdivision regulations.

Sec.4.2. Review Procedures. The Town and County agree that the County's subdivision regulations shall be applied exclusively in the Town's ETJ. Should the Town or County desire to amend their respective subdivision regulations as such apply to this Agreement, the two (2) entities will cooperate to determine if changes are necessary and adopt any changes agreed upon by both entities through their respective governing bodies.

Sec.4.3. Construction Plan Review. The County's Engineering Department shall be responsible for the review and approval of all construction plans (e.g., engineering and/or civil plans) per the requirements of this Agreement. All fees collected by the Engineering Department shall be in accordance with the County's fee schedule. The Developer and/or property owner (i.e., the Applicant) shall be responsible for all costs incurred by the project.

Sec.4.4. Dedication of Right-of-Way. The Town agrees that the County will require developers to dedicate public right-of-way pursuant to the street classifications shown on the Hunt County Thoroughfare Plan map -- in existence at the time of the effective date of this Agreement and as may be amended in the future -- subject to applicable constitutional and statutory limitations for subdivision plats.

When it appears to the County that a right-of-way dedication requirement may exceed an applicable constitutional or statutory requirement or a conflict between the Hunt County Thoroughfare Plan and the Town's Master Thoroughfare Plan, the County will notify the Town of the discrepancy. The Town and County will cooperate to determine the extent of the right-of-way dedication requested or establish an alternative method of securing the necessary right-of-way.

Sec.4.5. Proportionality Appeals. Where dedication to the County or construction of County infrastructure requirement is to be imposed, the County, in consultation with the Town, will make an initial determination of proportionality. If the Applicant appeals the proportionality determination, the County will make the final determination, again, in consultation with the Town.

Sec.4.6. Notification of Application for a Subdivision Plat or Engineering Plans. The County will notify the Town upon receiving a subdivision or engineering application by sending a digital copy of the application, subdivision plat, and/or engineering plans to the Town within ten (10) working days of acceptance.

Sec.4.7. Approval or Denial of a Subdivision Plat or Engineering Plans. The County shall contact the Town concerning the approval or denial of a subdivision plat or engineering plans no later than fifteen (15) working days after the County Commissioners Court has approved, disapproved or denied a subdivision plat or engineering plans. If a subdivision plat is approved and subsequently filed by the County, then the County shall provide the Town with a digital copy of the recorded plat.

Sec.4.8. Exemptions, Exceptions, or Variances to the County's Subdivision Regulations. The County Commissioners Court may approve or deny any exemption or variance according to the County's Subdivision Regulations. Prior to approval, the County may consult with the Town on the recommendation for an exemption or variance related to the County's subdivision regulations before the County Commissioners Court takes action on the subdivision plat. When reviewing requests for exemptions, exceptions, or variances, the County's decision-making authority shall consider the unique or extraordinary circumstance or hardship that prevents the Developer or property owner from meeting the stated requirement.

Sec.4.9. Addressing. The Hunt County 911 Addressing Division will coordinate with the Town in determining street names before final plat approval.

Sec.4.10. County Inspections for Minor and Principal Arterials. The County shall verify that new roads in the Town's ETJ comply with the County's minimum right-of way width, construction specifications, and inspections and acceptance requirements in the County's subdivision regulations. To the extent allowed by state law, the County may issue a stop-work order if those new roads are not to the County's standards.

ARTICLE 5. GENERAL PROVISIONS

Sec.5.1. General Administration. The County and the Town will designate their respective representatives for the general administration of this Agreement.

Sec.5.2. Alteration, Amendment or Modification. This Agreement may not be altered, amended, or modified, except in writing and signed by all agencies to this Agreement.

Sec.5.3. Notice. All notices sent pursuant to this Agreement will be in writing and must be sent by registered mail or certified mail, postage prepaid, return-receipt requested. Notices sent pursuant to this Agreement will be sent to the Hunt County Judge's Office at the following address:

*Hunt County Judge's Office
Attn: County Judge
101 Rusk Street, Room 202
Hunt, Texas 75087*

Notices sent pursuant to this Agreement may be mailed to the Town at the following address via U.S. Mail:

*Town of Poetry
Attn: Mayor
5671 CR 323
Poetry, Texas 75160*

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.

Sec.5.4. Severability. If any provision of this Agreement is found invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement.

- Sec.5.5. Breach and Cure.** The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Both the Town and the County will be entitle to cure any breach within sixty (60) days of receiving written notice pursuant to the terms of Section 5.3. Either the Town or County will be entitled to any and all rights and remedies allowed under the State of Texas law for any breach of this Agreement by the other entity, except that in no event will the County be liable for money damages, fees or costs to the Town.
- Sec.5.6. Non-Waiver.** The waiver by either the Town or County of a breach of this Agreement will not constitute a continuing waiver of such breach or a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity for suit or liability to which it is entitled under applicable law.
- Sec.5.7. Entire Agreement.** This Interlocal Cooperation Agreement constitutes the entire Agreement between the Town and the County. No other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.
- Sec.5.8. Terms used in Document.** As used in this Agreement, the terms "Interlocal Cooperation Agreement," "Interlocal Agreement," "Agreement," and "Contract" are synonymous.
- Sec.5.9. Non-defined Terms.** If not explicitly defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage

SIGNATURES AND ATTESTATIONS

Hunt County, Texas

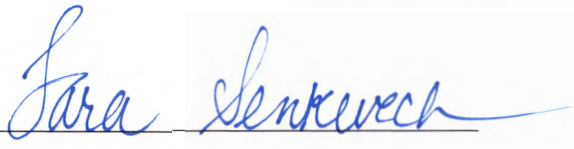
Executed on the 28th day of January, 2025.

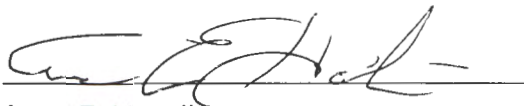
By: _____

Bobby Stovall, Hunt County Judge

Attest: 
Hunt County Clerk

Town of Poetry, Texas
Executed on the 20th day of January, 2025.

By: 
Tara Senkevech
Town Mayor

Attest: 
Anne E. Hamilton
Town Secretary

With Copies to:
David M. Berman, Town Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

