

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR THE ANNEXATION OF OLD RIVER CROSSING ROAD AND OTHER MATTERS RELATED TO THE DEVELOPMENT OF A RECREATIONAL VEHICLE PARK IN THE CITY OF JOHNSON CITY AND BLANCO COUNTY, TEXAS**

**WHEREAS**, the City of Johnson City (hereinafter referred to as the “City”) is desirous to enter into an Interlocal Agreement with Blanco County for the voluntary annexation of Old River Crossing Road and other matters related to the development of a recreational vehicle park, as provided in a Development Agreement attached to Exhibit A herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS THAT:**

**Section One.** The Interlocal Agreement, attached hereto as Exhibit “A”, is hereby approved.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, to be effective upon approval.

\_\_\_\_\_  
Rhonda Stell, Mayor  
City of Johnson City, Texas

**ATTEST:**

\_\_\_\_\_  
Rick A. Schroder, CAO/City Secretary  
City of Johnson City, Texas

**Interlocal Agreement**

**State of Texas** §  
**County of Blanco** §

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between Blanco County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County"), by and through its County Judge, Brett Bray, and the City of Johnson City, a Type A General Law Municipality and political subdivision of the State of Texas (hereinafter referred to as "City"), by and through its Mayor, Rhonda Stell.

**WHEREAS**, BSL JCTX, LP (hereinafter referred to as "Developer") intends to develop a recreational vehicle (RV) park at 675 Old River Crossing Road (hereinafter referred to as "Property") within the City's extraterritorial jurisdiction (hereinafter referred to as "ETJ"); and

**WHEREAS**, the Developer desires to connect to the City's water and wastewater system located on N. Nugent Ave. and, therefore, will require access to right-of-way for the construction of said utilities; and

**WHEREAS**, Old River Crossing and associated right-of-way from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive is located within unincorporated portions of Blanco County; and

**WHEREAS**, the City has entered into a development agreement, attached hereto as Exhibit "A", with Rodney Topper, the owner of the property (hereinafter referred to as "Owner") and the Developer for the annexation of the Property into the City and for the authorized use and development of the Property as an RV park; and

**WHEREAS**, the development agreement obligates the Developer to construct certain facilities for the benefit of Blanco County and the City; and

**WHEREAS**, for proper municipal planning and operations, the City desires to annex Old River Crossing in its entirety from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive.

**NOW, THEREFORE**, the County and the City mutually agree as follows:

**I. TERM OF AGREEMENT**

1. The County and the City mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the County and the City and shall be in effect for a term of ten (10) years. ~~This Agreement shall terminate upon termination of the development agreement.~~ The City shall notify the County of such termination upon occurrence. This paragraph shall survive termination of this Agreement.

2. Upon termination of this Agreement, neither Party shall have any obligations to the other Party, except under Section II, Paragraph 4 hereof, under this Agreement.

## **II. CITY / COUNTY RESPONSIBILITIES**

1. Within three (3) months of the effective date of this Agreement and in conjunction with the Owner's voluntary petition for annexation, the County shall petition the City for voluntary annexation of Old River Crossing and associated right-of-way from its intersection with U.S. Hwy. 281 to its intersection with Trail Rock Drive, as described in Exhibit "B" to this Agreement. Failure to submit a petition within the prescribed time period shall be considered a default and shall result in immediate termination of this Agreement.
2. In the event that the Developer defaults and the project is terminated, the City shall disannex the road.
3. The City shall enforce the provisions relating to the County in the development agreement between the City and the Developer in favor of the County. The development agreement obligates the Developer to construct certain facilities for the benefit of the County and the City. Said facilities include the following:
  - a. The Developer shall construct and pay for, in full, one (1) eight-inch (8") water stub-out and one (1) six-inch (6") public sewer stub-out ~~along Old River Crossing~~ to service the Blanco County Fairgrounds located on Parcel ID Nos. 1729 and 2784, as identified by the Blanco County Appraisal District. The water stub-out shall be located along Old River Crossing, and the sewer stub-out shall be located in a manner to allow for the sewer to gravity feed into the Developer's proposed lift station / forced main.; and
  - b. The Developer shall widen Old River Crossing between North Nugent Avenue and Trail Rock Drive to a minimum of thirty feet (30'), in accordance with the City's Design Standards in effect at the execution date of this Agreement.
4. In that construction and layout of the stub-outs are part of the project, the costs of which the Developer is responsible, the City agrees not to assess any costs or fees, including impact fees, on the County for connection by the County of the Blanco County Fairgrounds to the City's water and/or wastewater utility. Further, the City agrees to exempt the County from any annexation requirement of the Fairgrounds by the City for connection of the Blanco County Fairgrounds to the City's water and/or wastewater utility. This paragraph shall survive termination of this Agreement.

## **III. GENERAL PROVISIONS**

1. General Administration: General administration of this Agreement shall be the Chief Administrative Officer of the City, or his/her representative (or successor), and the County Judge, or his/her representative (or successor).
2. Alteration, Amendment, or Modification: This Agreement may not be altered or modified, except in writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter,

amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Blanco County Commissioners Court or the Johnson City City Council.

3. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by personal delivery, registered, or certified mail, postage prepaid, return receipt requested.
  - a. Notices sent pursuant to this Agreement shall be sent to the Blanco County Judge's Office at the following address:

County Judge Brett Bray (or his successors in office)  
P.O. Box 387  
Johnson City, Texas 78636
  - b. Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Chief Administrative Officer  
303 E. Pecan Drive (for personal delivery)  
P.O. Box 369  
Johnson City, Texas 78636
  - c. When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office.
4. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
5. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.
6. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
7. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning, as defined by common usage.
8. Entire Agreement: This Agreement constitutes the entire agreement between Blanco County and the City of Johnson City. No other agreement, statement, or promise relating to the subject matter of this Agreement, and which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding.
9. Sovereign Immunity: Nothing contained herein shall ever be construed as a waiver of sovereign immunity by the Parties, the express right to such immunity being reserved herein by the Parties to the fullest extent authorized by law.

10. Copies: The Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one document. A copy of each original document of this Agreement shall be maintained by the administrative officers authorized to retain such records for the Parties.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BLANCO COUNTY**

By: \_\_\_\_\_  
HONORABLE BRETT BRAY  
BLANCO COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
HONORABLE LAURA WALLA  
BLANCO COUNTY CLERK

DATE: \_\_\_\_\_

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF JOHNSON CITY**

By: \_\_\_\_\_  
HONORABLE RHONDA STELL  
CITY OF JOHNSON CITY MAYOR

ATTEST:

\_\_\_\_\_  
RICK SCHRODER  
CHIEF ADMINISTRATIVE OFFICER / CITY SECRETARY

DATE: \_\_\_\_\_

EXHIBIT A: DEVELOPMENT AGREEMENT BETWEEN THE CITY, OWNER, AND DEVELOPER

Pending County Legal Review

EXHIBIT B: OLD RIVER CROSSING & RIGHT-OF-WAY

Pending County Legal Review