

RESOLUTION NO. 87-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF TALTY, TEXAS, AMENDNG THE CITY'S EXTRATERRITORIAL JURISDICTIONAL BOUNDARIES IN THE AREA OF INTERSTATE HIGHWAY 20 AND FM 2932 IN KAUFMAN COUNTY, AND EXPANDING AND REDUCING THE EXTRATERRITORIAL JURISDICTIONAL BOUNDARIES OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Chapter 42 of the Texas Local Government Code authorizes municipalities to reduce extraterritorial jurisdiction ("ETJ") by ordinance or resolution, to enter into agreements for reallocation of ETJ boundaries between one another and to expand ETJ through annexation to include area that on the date of annexation is located in the ETJ of another municipality if a written agreement between the municipalities is in effect on the date of the annexation that allocates the area to the ETJ of the annexing municipality; and

WHEREAS, the City of Mesquite, Texas and the City of Talty, Texas have agreed to an allocation of ETJ between both Cities as more fully set forth in the Interlocal Agreement Allocating Extraterritorial Jurisdiction Between the City of Mesquite, Texas, and the City of Talty, Texas ("**ILA**"), attached hereto as **Exhibit "1"** and incorporated herein for all purposes; and

WHEREAS, the City Council of the City of Mesquite, Texas is of the opinion and finds that the agreements made in the ILA will promote a more efficient use of government resources and better management of growth in the area subject to the ILA and is in the public interest of the City and its citizens

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council of the City of Mesquite, Texas, does hereby (a) approve the ILA and authorize its execution by the City Manager, (b) adjust the boundaries and limits of the City's ETJ pursuant to and in accordance with the ILA, such that the City's ETJ shall be and is hereby adjusted to expand, include and encompass the designated property described in the **Exhibit "A"** to the ILA and to release and exclude the designated property described therein.

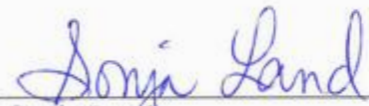
SECTION 2. This resolution shall take effect immediately upon its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of December 2019.



Bruce Archer
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

STATE OF TEXAS §
 §
 COUNTY OF KAUFMAN §

**INTERLOCAL AGREEMENT
 ALLOCATING EXTRATERRITORIAL JURISDICTION
 BETWEEN
 THE CITY OF MESQUITE, TEXAS, AND
 THE CITY OF TALTY, TEXAS**

This Interlocal Agreement is by and between the City of Mesquite, Texas ("Mesquite") and the City of Talty, Texas ("Talty") for the release, acceptance and allocation of extraterritorial jurisdiction ("ETJ") between Mesquite and Talty, effective on the date that the last approving Party executes the Agreement.

**ARTICLE I.
 RECITALS**

- 1.1 **WHEREAS**, the Interlocal Cooperation Act authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and
- 1.2 **WHEREAS**, Section 42.023, Texas Local Government Code authorizes municipalities to reduce ETJ by ordinance or resolution; and
- 1.3 **WHEREAS**, Section 42.023 further authorizes municipalities to enter into agreements pursuant to Section 42.022(d) for reallocation of ETJ boundaries between one another without the necessity of reducing ETJ by ordinance or resolution; and
- 1.4 **WHEREAS**, pursuant to Section 42.021, Texas Local Government Code, Talty's ETJ extends one-half mile from its corporate boundaries and Mesquite's ETJ extends five miles from its corporate boundaries; and
- 1.5 **WHEREAS**, the purpose of this Agreement is to clarify the limits of each municipality's ETJ and to adjust the ETJ boundaries of both municipalities; and
- 1.6 **WHEREAS**, as more specifically described in this Agreement, Mesquite intends to release from its ETJ the land and territory shown in Exhibit A that is within ½ mile of Talty's jurisdiction limits, and Talty intends to extend and assume extraterritorial jurisdiction over said land that is situated within ½ mile of its jurisdictional limits; and
- 1.7 **WHEREAS**, as more specifically described in this Agreement, Talty intends to release from its ETJ the land and territory shown in Exhibit A, and Mesquite intends to extend and assume extraterritorial jurisdiction over said land; and
- 1.8 **WHEREAS**, Section 42.022(d) authorizes the ETJ of a municipality to be expanded through annexation to include area that on the date of annexation is located in the ETJ of another municipality if a written agreement between the municipalities is in effect on the

date of the annexation that allocates the area to the ETJ of the annexation municipality;
and

- 1.9 **WHEREAS** the parties intend to enter into an agreement pursuant to Section 42.022(d) whereby the area shown in Exhibit B which is presently the ETJ of Mesquite shall become the ETJ of Talty at the time Talty annexes the area.

NOW, THEREFORE, this Agreement is made and entered into by the City of Mesquite, Texas and the City of Talty, Texas, upon and for the mutual consideration hereinafter stated, which entities hereby agree and understand as follows:

ARTICLE II. REPRESENTATIONS/CONSIDERATIONS

2.1 Representations.

The Parties believe that the Recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.

Each of the Parties acknowledges and agrees that it has the requisite power and authority to enter into this Agreement; that this Agreement has been duly authorized and approved by its respective governing body and/or Owner; and that the person executing the Agreement on its behalf has been duly authorized to do so.

- 2.2 Consideration. The Parties acknowledge and agree that the obligations, rights and benefits provided herein are mutual and supported by adequate consideration.

ARTICLE III. PROPERTY SUBJECT TO ALLOCATION

- 3.1 Allocation of Land to Mesquite. The parties acknowledge and agree that all land shown in Exhibit "A" that is identified as within Talty's ETJ, except as provided in paragraph 3.5, shall be released by Talty and shall be within Mesquite's ETJ. All said land is within 5 miles of Mesquite's corporate limits and the release of said ETJ by Talty will result in automatic and voluntary inclusion into Mesquite's ETJ upon acceptance of such ETJ by Mesquite. Talty shall release said land from its ETJ and Mesquite shall accept such ETJ by ordinance or resolution.

- 3.2 Allocation of Land to Talty. The parties acknowledge and agree that all land shown in Exhibit "A" that is identified as within Mesquite's ETJ shall be released by Mesquite, except as provided in paragraph 3.5, and shall be within Talty's ETJ. All said land is within ½ mile of Talty's corporate limits and the release of said ETJ by Mesquite will result in automatic and voluntary inclusion into Talty's ETJ upon acceptance of such ETJ by Talty. Mesquite shall release said land from its ETJ and Talty shall accept such ETJ by ordinance or resolution.

- 3.3 Agreement Pursuant to Section 42.022(d). Subject to and for the period defined by paragraph 3.8 below, the parties acknowledge and agree that Mesquite allocates the area shown in Exhibit B (“Area B”), which is presently in Mesquite’s ETJ, to the ETJ of Talty effective at the time that Talty annexes all or part of Area B. Pending such annexation, Area B shall remain in Mesquite’s ETJ, subject to all authority that Mesquite exercises within its ETJ.
- 3.4 Contingent Release and Acceptance of Area B. Upon Talty’s annexation of any part of Area B, the remainder of Mesquite’s ETJ in Area B shall be released by Mesquite and shall be in Talty’s ETJ. All such land shall then be within ½ mile of Talty’s corporate limits and the release of such ETJ by Mesquite will result in automatic and voluntary inclusion into Talty’s ETJ. Mesquite and Talty agree that the ordinance or resolution by which Mesquite releases ETJ to Talty and the ordinance or resolution accepting such land by Talty pursuant to paragraph 3.2 shall serve to effect this contingent release and acceptance of Mesquite’s ETJ in Area B, subject solely to annexation of any part of Area B by Talty during the term of this agreement.
- 3.5 Allocation of FM 2932 Right-of-way. The ETJ allocated to Talty shown in Exhibit A excludes the right-of-way of FM 2932, which shall remain in Mesquite’s corporate limits or in its ETJ, as the case may be. The ETJ allocated to Mesquite shown in Exhibit A excludes that portion of the right-of-way of FM 2932 shown in Exhibit C, which shall remain in Talty’s ETJ.
- 3.6 Mutual Release of Claims by Municipalities. By executing this Agreement, each of the parties releases any and all claims each may have against the other relative to extraterritorial jurisdiction of the land.
- 3.7 Amendment of Official City Maps. Mesquite and Talty shall amend their city map showing the boundaries of each municipality and its ETJ to reflect the release and acceptance of ETJ provided for herein in accordance with Section 41.001, Texas Local Government Code.
- 3.8 This Interlocal Agreement shall expire and terminate ten (10) years from and after its effective date. If all annexations referenced in this Article are not completed by the expiration date, this agreement shall automatically renew for additional periods of ten (10) years.

ARTICLE IV. SPECIFIC TERMS

- 4.1 Modification. No change, amendment or modification of this Agreement shall be made or be effective except by means of written agreement executed by the Parties hereto.
- 4.2 State or Federal Laws, Rules, Orders or Regulations. This Agreement is subject to all applicable Federal and State laws, as they exist, may be amended or in the future arising, and any applicable permits, ordinances, rules, orders and regulations of any local, State

or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

- 4.3 Savings/Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.
- 4.4 Sovereign Immunity. By entering into and executing this Agreement, the parties agree the parties do not waive, limit or surrender their respective sovereign immunity, except as specifically provided for herein.
- 4.5 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.
- 4.6 Recordation. This Agreement, all amendments and joinders thereto, and assignments thereof, shall be recorded in the deed records of Kaufman County, Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

[Signatures of all parties on following page]

APPROVED by the parties hereto on the date(s) set forth below.

CITY OF MESQUITE, TEXAS

By: [Signature]
Its City Manager

DATE: 2-24-2020



ATTEST: [Signature]
City Secretary

APPROVED AS TO FORM: [Signature]
City Attorney

CITY OF TALTY, TEXAS

By: [Signature]
Its Mayor

DATE: 1/6/20



ATTEST: [Signature]
City Secretary

APPROVED AS TO FORM: [Signature]
City Attorney

STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Cliff Keheley, the City Manager of the City of Mesquite, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

Given under my had and seal of office this 24 day of February, 2020.



Keely Jo Wells
Notary public in and for the State of Texas

My commission expires: 6/17/2021

STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Frank Garrison, the Mayor of the City of Talty, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

Given under my had and seal of office this 6 day of January, 2020.

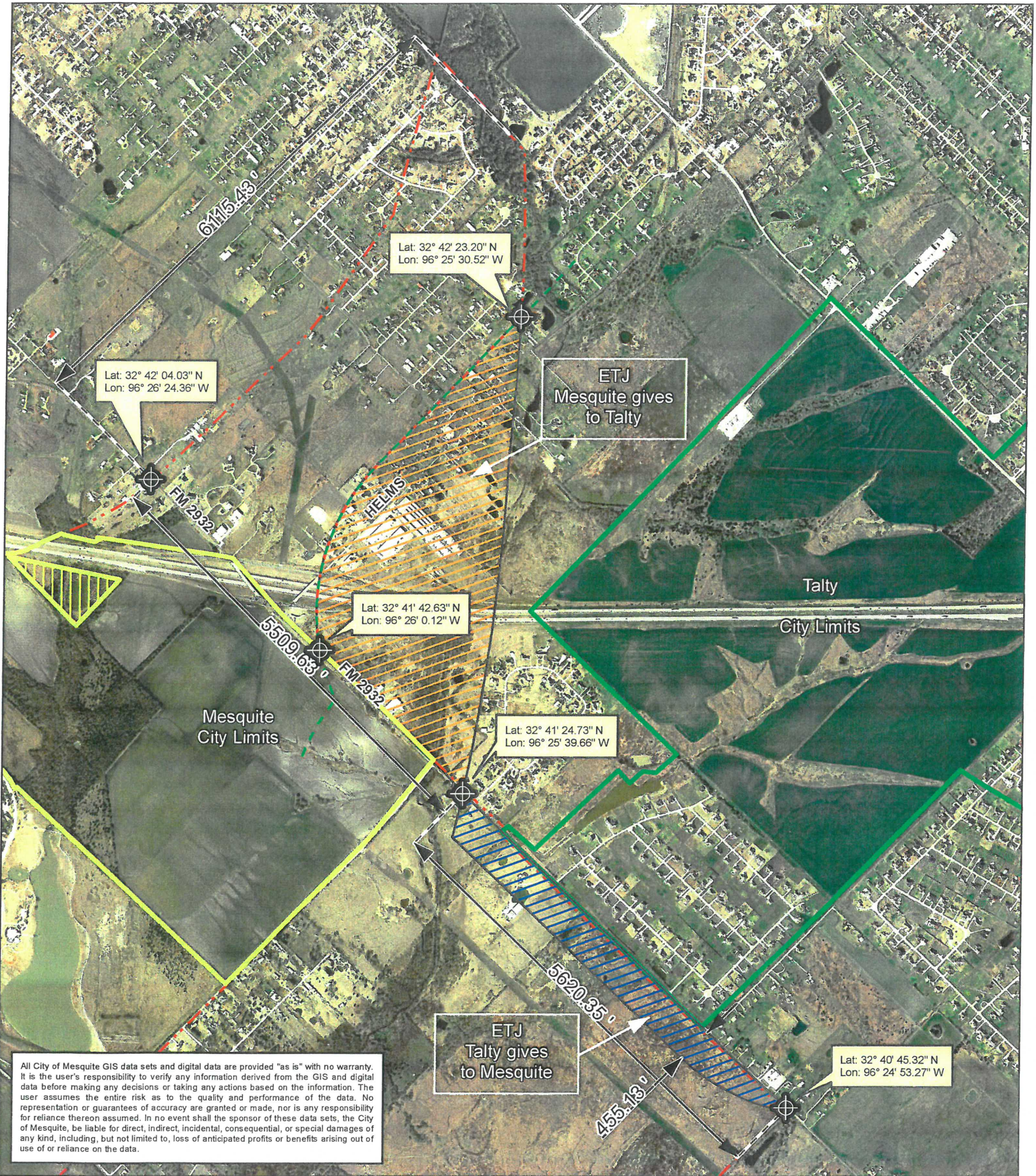


Sherry Bagby
Notary public in and for the State of Texas

My commission expires: 02/02/2022








My commission expires: _____

Mesquite - Talty ETJ Exchange Area



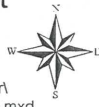
All City of Mesquite GIS data sets and digital data are provided "as is" with no warranty. It is the user's responsibility to verify any information derived from the GIS and digital data before making any decisions or taking any actions based on the information. The user assumes the entire risk as to the quality and performance of the data. No representation or guarantees of accuracy are granted or made, nor is any responsibility for reliance thereon assumed. In no event shall the sponsor of these data sets, the City of Mesquite, be liable for direct, indirect, incidental, consequential, or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the data.

ETJ Exchange

- | | | | |
|---|----------------------------------|---|----------------------------|
|  | Mesquite Acquired ETJ from Talty |  | Current ETJ |
|  | Released ETJ to Talty |  | Talty City Limit |
|  | 43.035 Agreement |  | 1/2 Mile from Talty Limits |
|  | Mesquite City Limit | | |

1 inch = 1,600 feet

Date: 1/6/2020
 Author: Gabrielle Allen, GIS
 Path: Q:\GIS\Projects\City_Manager\Talty_ETJ_Swap\ETJ_Exchange_North.mxd









Mesquite - Talty 42.022(d) Area B



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Boundaries

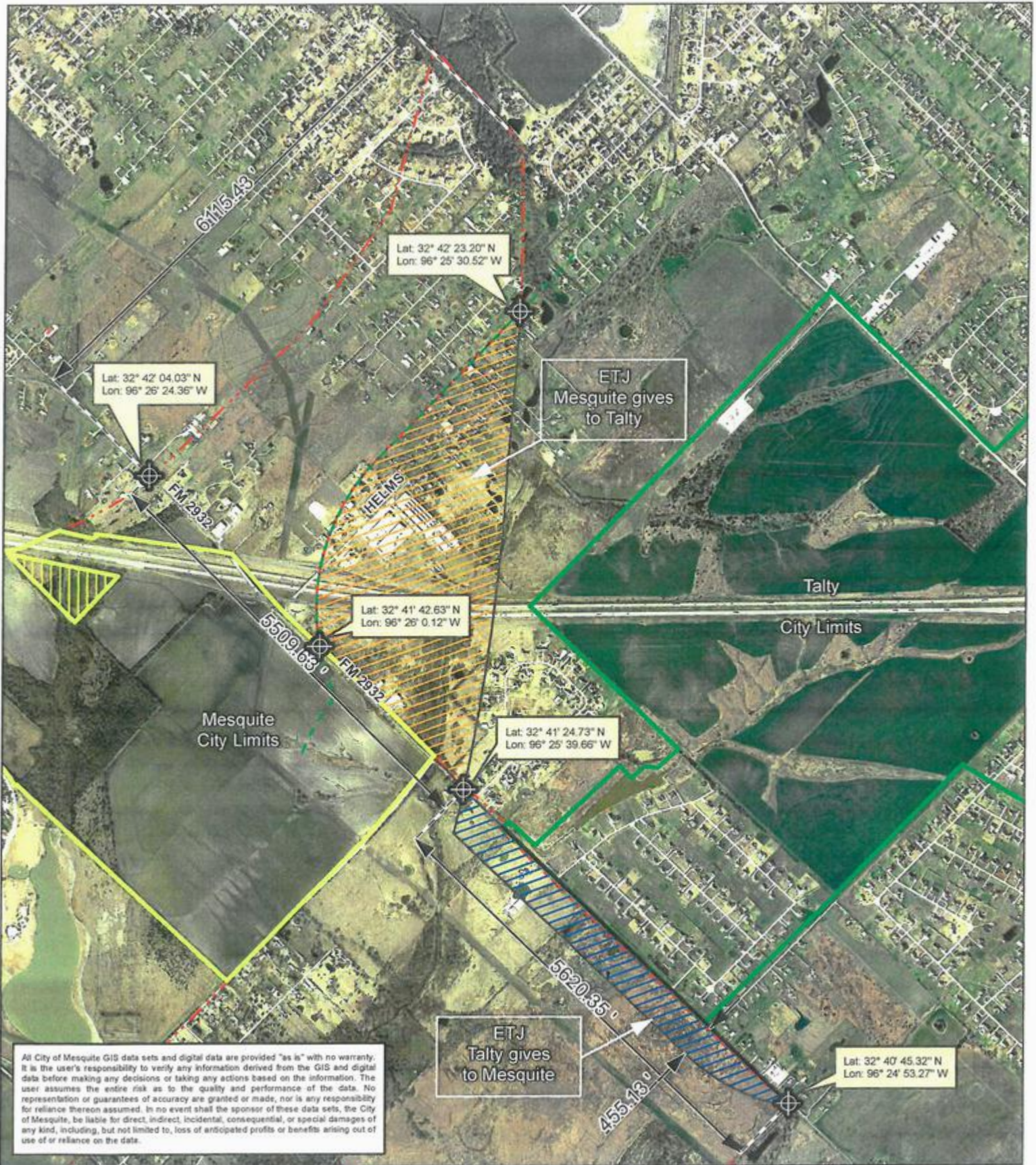
-  Area B
-  Talty City Limit
-  1/2 Mile from Talty Limits
-  Mesquite City Limit
-  Current ETJ
-  43.035 Agreement

1 inch = 1,600 feet

Date: 1/6/2020
 Author: Gabrielle Allen, GIS
 Path: Q:\GIS\Projects\City_Manager\Talty_ETJ_Swap\ETJ_42.022d_AreaB.mxd



Portion of FM 2932 ROW Remaining in Talty ETJ




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ETJ Exchange Areas

-  Mesquite Acquired ETJ from Talty
-  Released ETJ to Talty

Boundaries

-  Mesquite City Limit

-  Current ETJ
-  Talty City Limit
-  1/2 Mile from Talty Limits
-  FM 2932 ROW Remaining in Talty ETJ

1 inch = 1,600 feet

Date: 1/6/2020
 Author: Gabrielle Allen, GIS
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County Clerk's Memo:
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INST # 2020-0005377
Filed for record in Kaufman County
On: 2/27/20 at 1:21 PM