

RESOLUTION NO. 01-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS (“MESQUITE”), APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FORNEY, TEXAS (“FORNEY”), AMENDING MESQUITE’S EXTRA-TERRITORIAL JURISDICTION (“ETJ”) BOUNDARIES BY REDUCING ITS ETJ IN THE AREA OF HIGHWAY 80 AND COUNTY ROAD 225, AND EXPANDING ITS ETJ IN THE AREA OF INTERSTATE 20 AND HIGH COUNTRY LANE; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE INTERLOCAL AGREEMENT; 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, Chapters 42 and 43 of the Texas Local Government Code authorizes municipalities to reduce extraterritorial jurisdiction (“ETJ”) by ordinance or resolution, and to fix and extend their boundaries and exchange area with other municipalities; and

WHEREAS, the City of Mesquite, Texas, and the City of Forney, 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 Forney, 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. The City Council of the City of Mesquite, Texas (“City Council”), does hereby approve the ILA, attached hereto as Exhibit 1, and the City Manager is hereby authorized to finalize and execute the ILA and take such other necessary actions allowed by law to implement or otherwise perform the ILA.

SECTION 2. As more specifically described in the ILA, (a) the City of Mesquite (“Mesquite”) will release and exclude from its ETJ the land and territory shown in Exhibit A to the ILA that is within one mile of Forney’s jurisdictional limits, and the City of Forney (“Forney”) will extend and assume ETJ over said land and territory; and (b) Forney will release and exclude from its ETJ the land and territory shown in Exhibit B to the ILA that is within five miles of Mesquite’s jurisdictional limits, and Mesquite will extend and assume ETJ over said land and territory.

Community Planning & Dev / ILA with City of Forney-Expanding & Reducing Mesquite ETJ
January 2, 2024
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SECTION 3. The City Manager, or his designee, is hereby directed to correct the official map of the City to include the revisions required by this resolution and the ILA and as required by Section 41.001 of the Texas Local Government Code.

SECTION 4. This resolution shall take effect immediately upon its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 2nd day of January 2024.

DocuSigned by:
Daniel Aleman Jr.
D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:
David Paschall
666E18891208434...

David L. Paschall
City Attorney

EXHIBIT 1

INTERLOCAL AGREEMENT

ALLOCATING EXTRATERRITORIAL JURISDICTION

BETWEEN

THE CITY OF MESQUITE, TEXAS

AND

THE CITY OF FORNEY, TEXAS

CITY OF FORNEY, TEXAS
RESOLUTION NO. 24-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS APPROVING AN INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION BETWEEN THE CITY OF MESQUITE, TEXAS, AND THE CITY OF FORNEY, TEXAS; AUTHORIZING THE CITY MANAGER TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The proposed Interlocal Agreement Allocating Extraterritorial Jurisdiction between the City of Mesquite and the City of Forney is hereby approved. The City Manager is authorized and empowered to execute the said Agreement on behalf of the City and to take all steps necessary to carry out the terms thereof.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

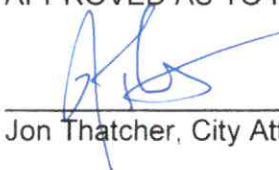
PRESENTED AND PASSED by the City Council of the City of Forney, Texas, this the 2nd day of January, 2024.


Jason Roberson, Mayor

ATTEST:


Rosa Rios, City Secretary

APPROVED AS TO FORM:


Jon Thatcher, City Attorney



STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

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

This Interlocal Agreement (“**Agreement**”) is by and between the City of Mesquite, Texas (“**Mesquite**”) and the City of Forney, Texas (“**Forney**”) (each a “**Party**” and collectively the “**Parties**”) for the release, acceptance and allocation of extraterritorial jurisdiction (“**ETJ**”) between Mesquite and Forney, effective as provided herein.

**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**, Sections 42.023 and 43.003, Texas Local Government Code (“**TLGC**”), authorizes municipalities to reduce ETJ by ordinance or resolution, fix and extend their boundaries and exchange area with other municipalities; and
- 1.3 **WHEREAS**, Section 42.023, TLGC, further authorizes municipalities to enter into agreements pursuant to Section 42.022(d), TLGC, 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, TLGC, Forney’s ETJ extends one 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 1 mile of Forney’s jurisdictional limits, and Forney intends to extend and assume extraterritorial jurisdiction over said land that is situated within 1 mile of its jurisdictional limits; and
- 1.7 **WHEREAS**, as more specifically described in this Agreement, Forney intends to release from its ETJ the land and territory shown in Exhibit B that is within 5 miles of Mesquite’s jurisdictional limits, and Mesquite intends to extend and assume extraterritorial jurisdiction over said land that is situated within 5 miles of its jurisdictional limits.

NOW, THEREFORE, this Agreement is made and entered into by the City of Mesquite, Texas and the City of Forney, 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 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 "B" that is identified as within Forney's ETJ shall be released by Forney 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 Forney will result in automatic and voluntary inclusion into Mesquite's ETJ upon acceptance of such ETJ by Mesquite. Forney shall release said land from its ETJ and Mesquite shall accept such ETJ by ordinance or resolution.

3.2 Allocation of Land to Forney. 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 and shall be within Forney's ETJ. All said land is within 1 mile of Forney's corporate limits and the release of said ETJ by Mesquite will result in automatic and voluntary inclusion into Forney's ETJ upon acceptance of such ETJ by Forney. Mesquite shall release said land from its ETJ and Forney shall accept such ETJ by ordinance or resolution.

3.3 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.

3.4 Amendment of Official City Maps. Mesquite and Forney 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.

**ARTICLE IV.
SPECIFIC TERMS**

- 4.1 Effective Date. This Agreement shall be effective upon the occurrence of all of the following: (a) approval of this Agreement by the City Councils of Mesquite and Forney; (b) execution of this Agreement by persons authorized to do so on behalf of Mesquite and Forney; and (c) approval and execution of a resolution or ordinance by Mesquite and Forney providing for the allocations of land to the other required by this Agreement.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

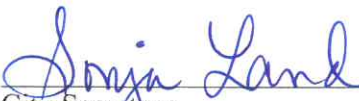
APPROVED by the Parties hereto on the date(s) set forth below.

CITY OF MESQUITE, TEXAS

By: 
Cliff Keheley, City Manager

DATE: January 16, 2024

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

CITY OF FORNEY, TEXAS


By: 
Charles Daniels, City Manager

DATE: January 4, 2024

ATTEST:


City Secretary

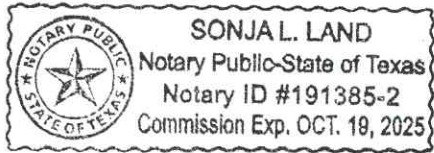
APPROVED AS TO FORM:


City Attorney

STATE OF TEXAS)
COUNTY OF ~~KAUFMAN~~ Dallas)

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 16 day of January, 2024.



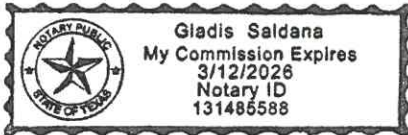
Sonja L. Land
Notary public in and for the State of Texas

My commission expires: _____

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 Charles Daniels, the City Manager of the City of Forney, 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 4th day of January, 2024.



Gladis Saldana
Notary public in and for the State of Texas

My commission expires: 3/12/2026

EXHIBIT A
ETJ Transfer from Mesquite to Forney

EXHIBIT B
ETJ Transfer from Forney to Mesquite

