

ANNETTA ORDINANCE NO. 153

ANNETTA NORTH ORDINANCE NO. 2014-07

**A JOINT ORDINANCE OF THE TOWNS OF ANNETTA AND ANNETTA NORTH EXCHANGING AND CLARIFYING BOUNDARIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Annetta and Annetta North are both Type A General Law Cities; and

**WHEREAS**, Annetta and Annetta North have an adjacent boundary with property of each town on both sides of the railroad and FM5; and

**WHEREAS**, for municipal planning and development purposes, the Town Councils have determined it would be rational and reasonable for (i) FM5 from the railroad track southward to the south boundary line of the Charles E. Smith property that runs east and west, as more particularly described in volume 1519, page 40 in the Deed Records of Parker County, Texas and (ii) the railroad tracks from the Clear Fork of the Trinity River westward to FM 5, to be the boundary of each town; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent municipalities to exchange areas of less than 1,000 feet in width by agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWNS OF ANNETTA AND ANNETTA NORTH THAT:**

#### **SECTION 1.**

The Mayor of Annetta North and the Mayor of Annetta are hereby authorized to execute the attached Boundary Agreement, which is hereby approved.

#### **SECTION 2. CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the Towns of Annetta North and Annetta, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting

provisions of such ordinances are hereby repealed.

**SECTION 3.  
SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 4.  
ENGROSS AND ENROLL**

The Town Secretaries of the Towns of Annetta North and Annetta are directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of each Town Council and by filing the ordinance in the ordinance records of each Town.

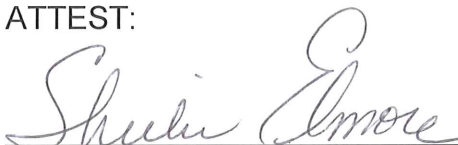
**SECTION 5.  
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS <sup>19th</sup> ~~20th~~ DAY OF <sup>October</sup> ~~November~~, 2014  
BY THE TOWN OF ANNETTA NORTH.

  
MAYOR, Annetta North

ATTEST:

  
TOWN SECRETARY, Annetta North

PASSED AND APPROVED ON THIS 20th DAY OF November, 2014  
BY THE TOWN OF ANNETTA.

  
\_\_\_\_\_  
MAYOR, Annetta

ATTEST:

  
\_\_\_\_\_  
TOWN SECRETARY, Annetta



## AGREEMENT FOR BOUNDARY DETERMINATION

**THIS AGREEMENT** to exchange and clarify the boundaries of each Town is entered into by the Town of Annetta, Texas, ("Annetta"), a Type A Texas Municipal Corporation, and the Town of Annetta North, Texas ("Annetta North"), a Type A Texas Municipal Corporation.

### RECITALS

**WHEREAS**, Annetta and Annetta North (sometimes referred to as "Towns", "Cities" or "Parties") understand and agree that cooperation between them for the mutual benefit of their respective citizens makes for efficient, cost effective government and good neighbors; and

**WHEREAS**, Annetta and Annetta North are experiencing growth in residential development; and

**WHEREAS**, the Towns of Annetta North and Annetta have an adjacent boundary; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code permits adjacent municipalities to make mutually agreeable changes in their boundaries for areas less than one thousand feet (1,000') in width; and

**WHEREAS**, both Towns desire to avoid the uncertainties and extreme costs of litigation to determine boundary lines between the Towns which money could be better spent on direct citizen benefits; and

**WHEREAS**, the Railroad line and the FM5 centerline creates a rational and reasonable boundary delineation; and

**WHEREAS**, providing safe, efficient and cost effective city services such as police and fire for the protection of the public health, safety and welfare of the citizens, as well as providing water, sewer and streets for quality and meaningful urban planning, can be better served with an agreement that establishes exact municipal city limit boundaries and the areas adjacent to the respective corporate limits and the respective ETJ's through this boundary swap agreement; and

**WHEREAS**, this Agreement accomplishes the legitimate public purpose of the Cities, enhances the effectiveness of public services and urban planning that benefits the public health, safety and welfare of each City's citizens and future citizens and significantly promotes a mutually cooperative and friendly relationship between the Cities;

**NOW, THEREFORE**, in accordance with Section 43.031 of the Texas Government Code, and additionally as authorized and permitted by other laws of the State of Texas and in consideration of the promises, conditions and obligations hereinafter described and the

benefits therein derived, the Parties contract and agree to each and every term and condition herein, as follows:

**Article One**  
**Stipulations, Findings and Declarations**

**Section 1.1. Fact Findings.** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective Town Councils of Annetta and Annetta North to be true and correct. It is further found and determined that both the governing bodies of Annetta and Annetta North have authorized and approved the entering into and the binding nature of this Agreement, with the adoption of a joint ordinance.

**Section 1.2. Adoption by Ordinance.** It is hereby agreed that the respective governing bodies of Annetta and Annetta North shall adopt the Agreement by ordinance for the release and acceptance of the municipal city limits, ETJ, the disannexation of real property, the release of claims, and the complete and final resulting municipal boundary line separating the two (2) cities in the designated area: (i) at and along FM5 from the railroad track southward to the south boundary line of the Charles E. Smith property that runs east and west, as more particularly described in volume 1519, page 40 in the Deed Records of Parker County, Texas and (ii) at and along the railroad tracks from the Clear Fork of the Trinity River westward to FM 5 (hereinafter sometimes collectively referred to as the "Boundary Line").

**Section 1.3. Remedies.** The Cities understand and agree that the terms, conditions and provisions of this Agreement may be enforced by either city, either at law or in equity, and each City is deemed to have and has in fact waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision or condition hereof and further agree that this Agreement may be introduced into evidence without objection as a complete bar to any legal action taken by either City contrary to the terms, purpose and intent of this Agreement.

**Section 1.4. Boundary Exchange.**

**A.** Attached as Exhibit 1 and made a part hereof for all purposes is a graphic map, illustrating by a heavy black line, showing the agreed Boundary Line between the City of Annetta and the Town of Annetta North in the designated area. It is agreed by the Cities that the designated real property situated immediately and directly south of the Boundary Line, no more than 999 feet wide, shall be in Annetta's municipal city limits free and clear of any and all claims, demands or causes of action by Annetta North to the contrary and Annetta North does hereby release and Annetta does hereby accept all of Annetta North's disannexed municipal city limits situated directly south of the Boundary Line to Annetta. It is further agreed that the designated real property situated immediately and directly north of the Boundary Line, no more than 999 feet wide, shall be in Annetta North's municipal city limits free and clear of any and all claims, demands and causes of action by Annetta to the contrary and Annetta does hereby disannex and release and Annetta North does accept all of Annetta's disannexed municipal city limits and released ETJ situated directly north of the Boundary Line to Annetta North. The areas released by Annetta and accepted by Annetta North are

shown in yellow and the areas released by Annetta North and accepted by Annetta are shown in blue on Exhibit 1.

**Section 1.5. Planning and Development.** The Parties stipulate and agree that the primary purpose for this Agreement is the establishment of a permanent, equitable and fair Boundary Line between the two cities that will mutually enhance urban planning and the efficient use of municipal services for the benefit of the citizens of both Towns.

**Section 1.6. Adequate Consideration.** The Parties agree that the exchange as enumerated herein represents a fair and reasonable exchange between the Cities and is sufficient and adequate consideration for the mutual benefit of the Cities and their respective citizens.

## Article Two General and Miscellaneous

**Section 2.1. Failure to Act.** If either City cannot, fails to or improperly brings into its municipal city limits or ETJ the real property released to it, that shall not act as grounds for revocation, termination or invalidation of that City's release of real property to the other City or to this Agreement.

**Section 2.2. Jurisdiction.**

**A.** All governmental and proprietary functions and services shall be exclusively performed and provided by Annetta to the exclusion of Annetta North for the real property situated south of the Boundary Line established herein except as provided otherwise by law.

**B.** All governmental and proprietary functions and services shall be exclusively performed and provided by Annetta North to the exclusion of Annetta for the real property situated north of the Boundary Line established herein except as provided otherwise by law.

**Section 2.3. Prior Agreements.** This Agreement shall supersede and replace all prior agreements, contracts and understandings, whether verbal or written, in conflict with this Agreement.

**Section 2.4. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Cities to undertake or not to undertake any other action, or to provide or to not provide any service, within the municipal city limits or ETJ area taken or received by it, or ceded to it, pursuant to this Agreement, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**Section 2.5. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Cities nor to create any legal rights or claim on behalf of any third party. Neither Annetta or Annetta North waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**Section 2.6. Quality of Service.** This Agreement is not intended to and shall not be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of planning or service to be provided by the Cities within the municipal city limits or ETJ and geographic areas for which each City accepts jurisdiction pursuant to this Agreement. The level and quality of urban planning and services to be provided within the municipal city limits and ETJ accepted by the Parties shall be established by their respective budgets, appropriations, resolutions and ordinances adopted by their governing body in the exercise of its legislative discretion.

**Section 2.7. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both Annetta and Annetta North, and authorized by their respective governing bodies.

**Section 2.8. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be immediately reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**Section 2.9. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 2.10. Exclusion.** Notwithstanding any other term or provision hereof, this Agreement is not applicable to any lot, tract or parcel of land that was not, on the day immediately preceding this effective date hereof, within the corporate limits or extraterritorial jurisdiction of either Annetta or Annetta North.

**Section 2.11. Execution in Counterparts.** This Agreement shall be executed in two (2) original counterparts.

**Section 2.12. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Parker County, Texas. Venue shall lie exclusively in Parker County, Texas.

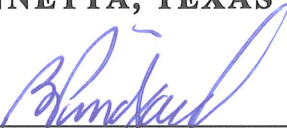
**Section 2.13. Adequate Consideration.** The Parties agree that the exchange of assets as enumerated herein represents a fair and reasonable exchange between the Cities and is sufficient and adequate consideration for the mutual benefit of the Cities and their respective citizens.

**Section 2.14. Effective Date.** This Agreement shall be in full force and effect from and after its approval by each Town's City Council.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officer's thereunto duly authorized.

EXECUTED and EFFECTIVE as of the 20<sup>th</sup> day of November, 2014.

**ANNETTA, TEXAS**

  
\_\_\_\_\_  
Bruce Pinckard, Mayor

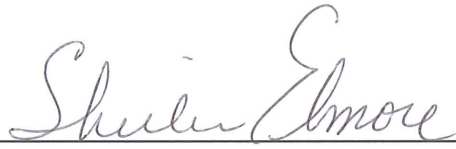
ATTEST:

  
\_\_\_\_\_  
Rich D. Remigio, City Secretary  
City of Annetta

**ANNETTA North, TEXAS**

  
\_\_\_\_\_  
Robert Schmidt, Mayor

ATTEST:

  
\_\_\_\_\_  
Sheila Elmore, City Secretary  
Town of Annetta North





# EXHIBIT 1

