

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS (“MESQUITE”), APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CRANDALL, TEXAS (“CRANDALL”), RESERVING AN AREA WITHIN MESQUITE’S EXTRATERRITORIAL JURISDICTION (“ETJ”) FOR RELEASE TO CRANDALL UPON ANNEXATION BY CRANDALL AND SUBJECT TO SAID ANNEXATION ACCEPTING A RELEASE OF AN AREA WITHIN CRANDALL’S ETJ TO BECOME A PART OF MESQUITE’S ETJ, ALL IN THE AREA OF FM 2757 AND FM 741 IN KAUFMAN COUNTY AND RESULTING IN A REDUCTION AND EXPANSION OF MESQUITE’S ETJ; AUTHORIZING THE CITY MANAGER TO 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**, 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 Crandall, 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 Crandall, 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**. The City Manager is hereby

authorized to execute the ILA and take such other necessary actions allowed by law to implement or otherwise perform the ILA.

**SECTION 2.** Subject to and conditioned upon annexation of any part of the property depicted as Area 1 in Exhibit A to the ILA by the City of Crandall, the City Council does hereby approve adjusting the boundaries and limits of the extraterritorial jurisdiction of the City of Mesquite (“**Mesquite**”) pursuant to and in accordance with the ILA, such that Mesquite’s ETJ shall be and is thereby adjusted to expand, include and encompass the designated property depicted as Area 2 in Exhibit A to the ILA and to reduce, release, and exclude the designated property depicted as Area 1 in Exhibit A to the ILA.

**SECTION 3.** This resolution shall take effect immediately upon its passage.

**DULY RESOLVED** by the City Council of the City of Mesquite, Texas, on the 6th day of July 2021.

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Bruce Archer  
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:



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Sonja Land  
City Secretary

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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 CRANDALL, TEXAS**

This Interlocal Agreement (“**Agreement**”) is by and between the City of Mesquite, Texas (“**Mesquite**”) and the City of Crandall, Texas (“**Crandall**”) (each a “**Party**” and collectively the “**Parties**”) for the release, acceptance and allocation of extraterritorial jurisdiction (“**ETJ**”) between Mesquite and Crandall, 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**, Section 42.023, Texas Local Government Code (“**TLGC**”), authorizes municipalities to reduce ETJ by ordinance or resolution; 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, Crandall’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 upon annexation of a certain area identified herein by Crandall; and
- 1.6     WHEREAS**, Section 42.022(d), TLGC, 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
- 1.7     WHEREAS** the Parties intend to enter into an agreement pursuant to Section 42.022(d), TLGC, whereby the area shown in Exhibit A which is presently the ETJ of Mesquite shall become the ETJ of Crandall at the time Crandall annexes the area; and

- 1.8 **WHEREAS**, as more specifically described in this Agreement and effective upon Crandall's annexation of the area shown in Exhibit A, Crandall intends to release from its ETJ the land and territory shown in Exhibit A that is within five miles of Mesquite's jurisdiction limits, and Mesquite intends to extend and assume extraterritorial jurisdiction over said land.

**NOW, THEREFORE**, this Agreement is made and entered into by the City of Mesquite, Texas and the City of Crandall, 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 **Agreement Pursuant to Section 42.022(d).** Subject to and for the period defined by Section 4.3 of this Agreement, the Parties acknowledge and agree that Mesquite allocates the area shown in Exhibit A ("**Area 1**"), which is presently in Mesquite's ETJ, to the ETJ of Crandall effective at the time that Crandall annexes all or part of Area 1. Pending such annexation, Area 1 shall remain in Mesquite's ETJ, subject to all authority that Mesquite exercises within its ETJ.

- 3.2 **Contingent Release and Acceptance of Area 1.** Upon Crandall's annexation of any part of Area 1, the remainder of Mesquite's ETJ in Area 1 shall be released by Mesquite and shall be in Crandall's ETJ. All such land shall then be within ½ mile of Crandall's corporate limits and the release of such ETJ by Mesquite will result in automatic and voluntary inclusion in Crandall's ETJ. Mesquite and Crandall agree that the ordinance or resolution by which Mesquite releases ETJ to Crandall and the ordinance or resolution accepting such land by Crandall pursuant to Section 3.1 of this Agreement shall serve to effect this contingent release and acceptance of Mesquite's ETJ in Area 1, subject solely to annexation of any part of Area 1 by Crandall during the term of this Agreement.

- 3.3 **Allocation of Land to Mesquite.** The Parties acknowledge and agree that all land shown

in Exhibit A (“**Area 2**”) that is identified as within Crandall’s ETJ shall be released by Crandall 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 Crandall will result in automatic and voluntary inclusion into Mesquite’s ETJ upon acceptance of such ETJ by Mesquite. Crandall shall release said land from its ETJ and Mesquite shall accept such ETJ by ordinance or resolution, which ordinance or resolution shall be effective upon annexation of any part of Area 1 by Crandall. Crandall shall approve said resolution or ordinance at the same time this Agreement is approved. Pending the effective time of said resolution or ordinance, Area 2 shall remain in Crandall’s ETJ, subject to all authority that Crandall exercises within its ETJ.

- 3.4** 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.
- 3.5** Amendment of Official City Maps. Mesquite and Crandall 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 Crandall; (b) execution of this Agreement by persons authorized to do so on behalf of Mesquite and Crandall; and (c) approval and execution of a resolution or ordinance by Mesquite and Crandall 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** Expiration and Termination. This Agreement shall expire ten (10) years from and after its effective date. Further, this Agreement shall automatically terminate and be of no effect in the event Crandall amends or otherwise modifies its resolution or ordinance providing for the allocation of land to Mesquite required by Section 3.3 of this Agreement. In the event of expiration or termination of this Agreement, the Parties’ obligations provided herein shall become null and void.
- 4.4** 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.
- 4.5** 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.

- 4.6 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.
- 4.7 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.
- 4.8 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: \_\_\_\_\_  
Cliff Keheley, City Manager

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

**CITY OF CRANDALL, TEXAS**

By: \_\_\_\_\_  
Jana Shelton, City Manager

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 Jana Shelton, the City Manager of the City of Crandall, 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary public in and for the State of Texas

My commission expires: \_\_\_\_\_

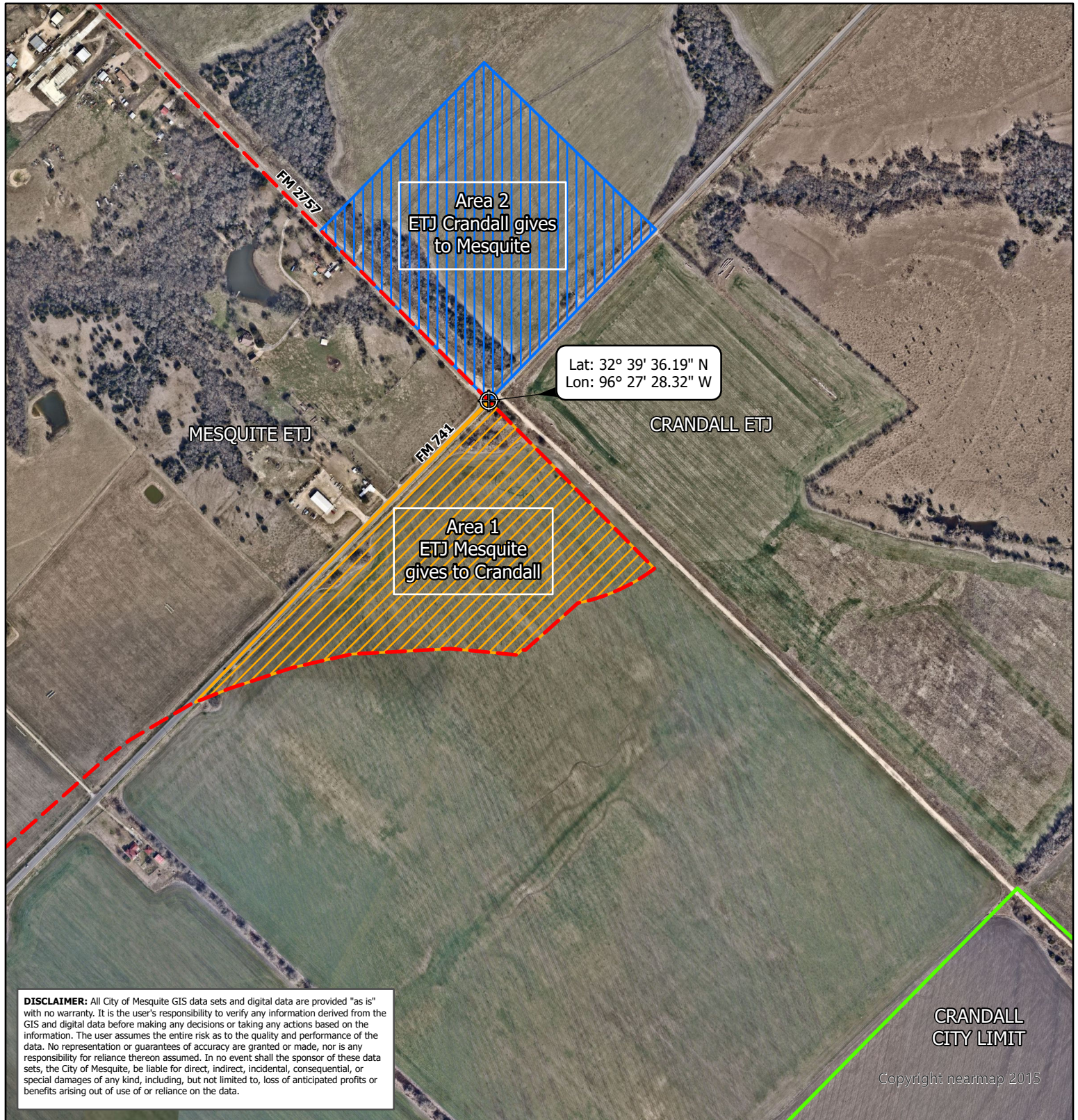
My commission expires: \_\_\_\_\_



## EXHIBIT A



# Mesquite - Crandall ETJ Exchange Areas



## ETJ Exchange



Reference Points

### Areas



Mesquite Acquired ETJ from Crandall



ETJ Released to Crandall

### Boundaries



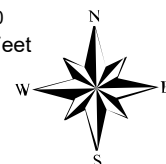
Existing ETJ Boundary



City Limit - Crandall



Author: Curtis Tracy, GIS  
Date Created: 6/18/2021  
Path: Q:\GIS\Projects\Planning\ETJ\_Swap\ETJ\_Swap.aprx



**MESQUITE**  
TEXAS  
Real. Texas. Service.