

**CITY OF COLLEYVILLE ORDINANCE NO. \_\_\_\_\_**  
**CITY OF EULESS ORDINANCE NO. 1945**  
**JOINT ORDINANCE AND BOUNDARY ADJUSTMENT AGREEMENT**

**STATE OF TEXAS           §**  
  §  
**COUNTY OF TARRANT   §**

**WHEREAS**, the City of Colleyville, Texas is a home rule municipality located within Tarrant County; and

**WHEREAS**, the City of Euless, Texas is a home rule municipality located within Tarrant County; and

**WHEREAS**, pursuant to the authority granted in Section 43.031 of the Texas Local Government Code, as amended, adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, Colleyville and Euless are adjacent; and

**WHEREAS**, “Tract A”, as described and depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference, is uninhabited and is less than 1,000 feet in width; and

**WHEREAS**, Colleyville and Euless desire to identify mutually agreeable corporate boundaries between the two communities; and

**WHEREAS**, Colleyville and Euless, in the true spirit of governmental cooperation, intend this Joint Ordinance and Boundary Adjustment Agreement to reflect sound growth management principles and interregional planning.

**NOW THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE AND THE CITY COUNCIL OF THE CITY OF EULESS:**

**SECTION 1.**

The findings set forth above are incorporated into the body of this ordinance and agreement as if fully set forth herein.

**SECTION 2.**

Pursuant to Section 43.031 of the Texas Local Government Code, Tract A, as described and depicted in **Exhibit A**, shall be released from the corporate boundaries of Euless and simultaneously incorporated into the corporate boundaries of Colleyville.

### **SECTION 3.**

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this ordinance and agreement. The parties agree that exclusive venue shall lie in Tarrant County, Texas for any dispute arising out of this ordinance and agreement. Before a suit is filed by either party based on or pertaining to this ordinance and agreement, the parties agree that they will submit the dispute for mediation, pursuant to the procedure described in Section 154.023 of the Texas Civil Practice and Remedies Code, as amended.

### **SECTION 4.**

The effective date of this ordinance and agreement shall be the last day this ordinance and agreement is approved by a party hereto as indicated on the signature blocks below.

### **SECTION 5.**

Either party may file a certified copy of this ordinance and agreement in the real property records of Tarrant County, Texas.

### **SECTION 6.**

It is expressly understood and agreed that, in the execution of this ordinance and agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By approving this ordinance and agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this ordinance and agreement shall not create any rights in parties not signatories hereto.

### **SECTION 7.**

This ordinance shall be cumulative of all provisions of ordinances of the cities of Colleyville, Texas, and Euless, 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 8.**

It is hereby declared to be the intention of the City Council of the City of Colleyville and the City Council of the City of Euless that the phrases, clauses, sentences, paragraphs and sections of this ordinance and agreement are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance and agreement shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance and agreement, since the same would have been enacted by the City Council of the City of Colleyville and the City Council of the City of Euless without the incorporation in this ordinance and agreement of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 9.**

Should this ordinance and agreement for any reason be ineffective as to any part of the area hereby incorporated into the City of Colleyville, such ineffectiveness of this ordinance and agreement as to any such part or parts of any such area shall not affect the effectiveness of this ordinance and agreement as to the remainder of such area. The Colleyville City Council hereby declares it to be its purpose to include as part of the City of Colleyville every part of the area described in Exhibit A of this ordinance and agreement, regardless of whether any part of such described area is hereby not effectively annexed into the City. Provided, further, that if there is included within the general description of territory set out in Exhibit A of this ordinance and agreement to be hereby annexed into the City of Colleyville any lands or area which are presently part of and included within the limits of the City of Colleyville, or which are presently part of and included within the limits of any other city other than the City of Euless, or which are not within the City of Colleyville’s jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

**SECTION 10.**

The City of Euless and the City of Colleyville do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustments.

**SECTION 11.**

This Joint Ordinance and Boundary Adjustment Agreement, upon adoption by both cities, shall be executed in duplicate originals by the Mayor of each City.

**APPROVED** by the City Council of The City of Colleyville, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF COLLEYVILLE, TEXAS**

By: \_\_\_\_\_  
David Kelly, Mayor

ATTEST:

By: \_\_\_\_\_  
Cynthia Singleton, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Matthew C.G. Boyle, City Attorney

**PRESENTED AND PASSED ON FIRST AND FINAL READING** at a regular meeting of the Euless City Council on the 28 day of February 2012, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions.

**CITY OF EULESS**

By: \_\_\_\_\_  
Mary Lib Saleh, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Sutter, TRMC, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Wayne K. Olson, City Attorney

