

CITY OF BURLESON ORDINANCE C-725-12
CITY OF FORT WORTH ORDINANCE NO. _____

A JOINT ORDINANCE AND BOUNDARY AGREEMENT

WHEREAS the City of Fort Worth ("Fort Worth") is a home rule city lying and being situated within the Counties of Tarrant, Johnson, Parker, Wise and Denton, State of Texas, with a population of more than one hundred thousand (100,000) and an extra territorial jurisdiction (ETJ) of five (5) miles; and

WHEREAS the City of Burleson ("Burleson") is a home rule city lying and being situated within the Counties of Johnson and Tarrant, State of Texas, with a population between twenty five thousand (25,000) and forty nine thousand (49,000) inhabitants and an ETJ limit of two (2) miles; and

WHEREAS, Fort Worth and Burleson share a common boundary; and

WHEREAS, the common boundary line between the City of Burleson and the City of Fort Worth were established via joint resolution between the two cities (Fort Worth reference: M&C C-8210 approved 2/7/84); and

WHEREAS, in 2004 the citizens of Burleson approved, at an election, the issuance of General Obligation bonds, a portion of which were for (a) the extension of Stone Road from E. Renfro St. to a point of connection with the existing Stone Road in Fort Worth, and (b) extension of McCall Street from its terminus in Burleson eastward to a point of connection with the existing Stone Road in Fort Worth; and

WHEREAS, Burleson finds construction of the above mentioned roadways will (a) improve traffic circulation from Alsbury to E. Renfro and (b) provide improved access to properties adjacent to the east side I-35W frontage road; and

WHEREAS, Fort Worth finds that construction of Stone Road from E. Renfro to a point of connection with the existing Stone Road in Fort Worth will improve traffic circulation and access to restaurant, retail, and public transportation assets along the Alsbury corridor within Fort Worth; and

WHEREAS, Burleson and Fort Worth find completion of the Stone Road and McCall extensions require construction within Fort Worth in order to achieve these benefits; and

WHEREAS, Fort Worth and Burleson find that a boundary adjustment between the two cities will facilitate Burleson's construction of the extensions of both Stone Road and McCall Street thereby providing the mutual benefits to both cities as described above; and

WHEREAS, Section 43.031 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Fort Worth and Burleson have agreed that a portion of the true common boundary between the cities along the Stone Road corridor be adjusted approximately 23.011 acres, more or less, from Fort Worth to Burleson; and

WHEREAS, Burleson and Fort Worth find that the continued and future success of Spinks Airport is vitally important to economic development and general aviation for both cities and for the Dallas-Fort Worth metropolitan region; and

WHEREAS, approximately 47.114 acres, more or less, of Fort Worth fee owned property is currently located within the corporate limits of Burleson; and

WHEREAS, Section 43.142 of the Texas Local Government Code allows a City to disannex areas in accordance with its City Charter and Section 42.023 of the Texas Local Government Code allows municipalities to release extraterritorial jurisdiction by ordinance; and

WHEREAS, Burleson agrees to disannex and release from its Extra-Territorial Jurisdiction (“ETJ”) into the ETJ of Fort Worth approximately 47.114 acres, more or less, of Fort Worth fee owned property; and

WHEREAS, Burleson agrees to exclude from its CCN application the disannexed property (Exhibit B) and support the inclusion of this area into Fort Worth’s CCN as further described herein; and

WHEREAS, Fort Worth agrees to release from its CCN the area within the boundary adjustment (Exhibit A) and support the inclusion of this area into Burleson’s CCN as further described herein and

WHEREAS, Burleson agrees to pay for any costs associated with construction of Stone Road which may arise from the proposed boundary adjustment.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF BURLESON AND THE CITY COUNCIL OF THE CITY OF FORT WORTH:

**SECTION 1.
BOUNDARY ADJUSTMENT**

A. Pursuant to Section 43.031 of the Texas Local Government Code, the City of Burleson and the City of Fort Worth hereby agree that the boundary between the cities will be adjusted as set out herein in order to facilitate the extensions of Stone Road and McCall Street for the economic, transportation, and aviation benefit of the cities.

- B. Fort Worth hereby relinquishes the property more particularly described in Exhibit “A” (incorporated herein) containing approximately 23.011 acres, more or less, to Burleson and disannexes and discontinues such property as a part of Fort Worth.
- C. Burleson accepts and annexes the property more particularly described in Exhibit “A” containing approximately 23.011 acres.

SECTION 2.

DISANNEXATION BY BURLESON

Pursuant to Chapter 43 of the Texas Local Government Code, Burleson hereby disannexes and discontinues as a part of Burleson the area of approximately 47.114 acres, more particularly described in Exhibit “B”, attached to and incorporated herein.

SECTION 3.

APPORTIONMENT OF ETJ FOLLOWING DISANNEXATION

Pursuant to Chapter 42 of the Texas Local Government Code, Burleson does hereby relinquish and ratify the relinquishment to Fort Worth all ETJ rights it has a result of the disannexation in Section 2. above to the area of approximately 47.114 acres, more particularly described in Exhibit “B”.

SECTION 4.

Water System

Certificates of Convenience and Necessity (CCN)

- A. For the area of boundary adjustment described in Exhibit A, Fort Worth agrees to:
 - 1. Release the area from Fort Worth’s water Certificate of Convenience and Necessity (the “CCN”) and allow and support Burleson’s inclusion of this area shown in Exhibit A into Burleson’s water CCN application.
 - 2. To execute all necessary documents for the inclusion of this area into Burleson’s CCN; and further agrees to make all reasonable and necessary action to support the Burleson’s CCN application.

B. For the area to be disannexed by Burleson as described in Exhibit B, Burleson agrees to:

1. Support Fort Worth's inclusion of the disannexed property shown in Exhibit B into Fort Worth's CCN and not to include it in its own CCN application.
2. To execute all necessary documents for the inclusion of the disannexed property shown in Exhibit B into Fort Worth's CCN; and further agrees to make all reasonable and necessary action to support Fort Worth's CCN application.

SECTION 5. STONE ROAD

Burleson agrees to pay all right-of-way acquisition costs including, but not limited to, survey, appraisal and purchase at fair market value and any other requirements of the Federal Aviation Administration for the construction of Stone Road. Burleson further agrees to pay the cost of any engineering work required that was not included in the original scope of work in Fort Worth CSC No. 38486 awarded to Freese and Nichols for the design of Stone Road from Alsbury south to its terminus.

SECTION 6.

This ordinance shall be cumulative of all provisions of ordinances of Burleson and Fort Worth, 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 7.

It is hereby declared to be the intention of the City Councils of Burleson and Fort Worth that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance 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, since the same would have been enacted without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8.

Burleson and Fort Worth do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustment, disannexation and apportionment of ETJ.

SECTION 9.

Fort Worth and Burleson agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary changes resulting there from, do not mitigate, diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or extraterritorial jurisdiction claims made by the other party.

SECTION 10.

This Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon Burleson and Fort Worth by the adoption of same in regular open city council meetings of the Burleson and Fort Worth.

SECTION 11.

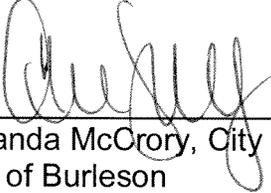
This Joint Ordinance and Boundary Agreement, upon adoption by both cities, shall be executed in duplicate originals by the Mayor of each city.

APPROVED, by the City Council of the City of Burleson on this 19 day of November, 2012.



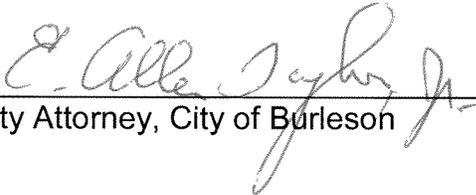
Ken Shetter, Mayor
City of Burleson

ATTEST



Amanda McCrory, City Secretary
City of Burleson

**APPROVED AS TO FORM
AND LEGALITY:**



City Attorney, City of Burleson

APPROVED, by the City Council of the City of Fort Worth on this _____ day of _____, 2012.

Betsy Price, Mayor
City of Fort Worth

ATTEST

Mary J. Kayser, City Secretary
City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

By: _____

Sarah Fullenwider, City Attorney
City of Fort Worth