

**CITY OF CROWLEY ORDINANCE NO. \_\_\_\_\_**  
**CITY OF FORT WORTH ORDINANCE NO. \_\_\_\_\_**  
**JOINT ORDINANCE AND BOUNDARY AGREEMENT**

**WHEREAS**, the City of Fort Worth and the City of Crowley have received a request by Braum’s, Inc. for a boundary adjustment to accommodate construction of a new store on a site currently located within the City of Fort Worth city limits and City of Crowley city limits; and

**WHEREAS**, the City of Fort Worth (hereinafter called “FORT WORTH”) is a home-rule city located in Tarrant, Wise, Parker, Johnson and Denton Counties; and

**WHEREAS**, the City of Crowley (hereinafter called “CROWLEY”) is a home-rule city located in Tarrant and Johnson Counties; and

**WHEREAS**, FORT WORTH and CROWLEY share a common boundary; and

**WHEREAS**, FORT WORTH and CROWLEY now desire to adjust the boundary between the two cities to promote orderly development to insure public safety and effective delivery of municipal services; and

**WHEREAS**, Section 43.015 of the Texas Local Government Code authorizes adjacent municipalities to make mutually agreeable changes to their boundaries that are less than 1,000 feet in width; and

**WHEREAS**, Section 43.142 of the Texas Local Government Code allows a home-rule municipality to disannex areas in the municipality in accordance with the rules as may be provided by its City Charter;

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

**SECTION 1**

Pursuant to Section 43.015 of the Texas Local Government Code, FORT WORTH and CROWLEY hereby agree that the boundary between the cities will be adjusted as set out herein so that 0.341-acres of land located in the John Steele Survey Abstract Number 1381 in the FORT WORTH city limits, as described and shown in Exhibit “A”, and with a width of less than 1,000 feet, will be located in the city limits of CROWLEY. In accordance with this Joint Ordinance and Boundary Agreement, FORT WORTH hereby relinquishes the 0.341 acres described in Exhibit “A” to CROWLEY and disannexes and discontinues such property as part of FORT WORTH city limits. In accordance with the terms of this Joint Ordinance and Boundary Agreement, the City of Crowley accepts and annexes 0.341 acres into its city limits as reflected in Exhibit “A” attached and incorporated herein.

## **SECTION 2**

It is hereby agreed by FORT WORTH that CROWLEY may provide water service to the property which is located within FORT WORTH's Certificate of Convenience and Necessity (CCN) and currently within FORT WORTH's corporate boundaries pursuant to Texas Water Code § 13.255. It is further agreed that FORT WORTH shall support CROWLEY's request of dual certification to FORT WORHT and CROWLEY to the Public Utility Commission for this property.

## **SECTION 3**

This ordinance shall be cumulative of all provisions of the ordinances of the City of Crowley and the City of 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 4**

It is hereby declared to be the intention of the City Councils of FORT WORTH and CROWLEY 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 5**

The City of Crowley and the City of Fort Worth do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustment.

## **SECTION 6**

The City of Crowley and the City of Fort Worth agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary change resulting from this Agreement 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 7**

This joint ordinance and boundary agreement shall become effective and shall become a binding agreement upon the City of Fort Worth and the City of Crowley by the adoption of same in regular open city council meetings of the City of Crowley and the City of Fort Worth.

**SECTION 8**

The Mayor of each city shall execute this Joint Ordinance and Boundary Agreement, upon adoption by both cities, in duplicate originals.

PASSED AND APPROVED by the City Council of the City of Fort Worth on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST

\_\_\_\_\_  
CITY SECRETARY

PASSED AND APPROVED by the City Council of the City of Crowley on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

ATTEST

\_\_\_\_\_  
CITY SECRETARY

**EXHIBIT "A"**