

Ordinance providing for the cession by the City of Corpus Christi to the City of Portland of all annexation rights and police powers over and in certain tracts of land, by mutual agreement; and providing for publication.

WHEREAS, the City of Portland, a municipal corporation having a population of five thousand or more but less than twenty-five thousand inhabitants, has an extraterritorial jurisdiction consisting of all contiguous unincorporated area, not a part of any other city or the extraterritorial jurisdiction of any other city, within one mile of its corporate limits;

WHEREAS, the City of Corpus Christi, a municipal corporation having a population of one hundred thousand or more inhabitants, has an extraterritorial jurisdiction consisting of all contiguous unincorporated area, not a part of any other city or the extraterritorial jurisdiction of any other city, within five miles of its corporate limits;

WHEREAS, on August 23, 1963, the area within one mile of the then city limits of the City of Portland and within five miles of the then city limits of the City of Corpus Christi was an area of overlapping jurisdiction between the City of Corpus Christi and the City of Portland;

WHEREAS, the City of Corpus Christi, on February 22, 1968, contracted with the City of Portland to cede to the City of Portland for a period of ten years all such areas of overlapping jurisdiction as they existed in 1963;

WHEREAS, during such ten-year period, the City of Portland annexed most of its one-mile area of overlapping jurisdiction;

WHEREAS, the City of Corpus Christi, on May 25, 1982, contracted with the City of Portland to cede to the City of Portland additional areas of overlapping jurisdiction within one mile of the then existing and presently existing city limits of the City of Portland and not within one-half mile of the City of Gregory and an area lying generally north of the City of Portland, such areas being more particularly described in the contract dated May 25, 1982, reference to which is here made;

WHEREAS, the City of Corpus Christi, on August 2, 1983, contracted with the City of Portland to cede to the City of Portland additional areas of overlapping jurisdiction within one mile of the then existing and presently existing city limits of the City of Portland and not within one-half mile of the City of Gregory, an area lying generally northeast of U.S. Highway 181, such area being more particularly described in the contract dated August 2, 1983, reference to which is here made;

WHEREAS, the City of Corpus Christi, on October 24, 1995, contracted with the City of Portland to renew the agreement of August 2, 1983, for a ten-year period, the area of ceded control remained the same northeast of U.S. Highway 181 and was only slightly modified to the north and west as annexations took place extending the City of Portland's extraterritorial jurisdiction zone;

WHEREAS, the City of Corpus Christi, on October 11, 2005, contracted with the City of Portland to renew the agreement of October 24, 1995, for a ten-year period;

WHEREAS, the City of Portland now desires to annex additional land west from its present city limits and within the five-mile extraterritorial jurisdiction of the City of Corpus Christi; and

WHEREAS, in consideration for services provided by the City of Portland, it is the desire of the City of Corpus Christi to reduce the boundaries of its extraterritorial jurisdiction so that said proposed annexation by the City of Portland may be accomplished, there being no other cities having jurisdiction or legal interest for the purpose of establishing the exclusive annexation rights and police powers of the City of Portland and in the said certain tract of land.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is hereby authorized to execute the Cession Agreement marked Exhibit "A", attached hereto, and by this reference incorporated herein and made part hereof for all purposes, for and on behalf of the City of Corpus Christi and City of Portland, all as authorized by Texas Local Government Code §42.022. Said Cession Agreement shall in no way be intended to include any water area or underlying land within the boundaries of Corpus Christi Bay and the Gulf of Mexico.

SECTION 2. This ordinance shall be published by caption once in a newspaper of general circulation in the City of Corpus Christi.

SECTION 3. All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of conflict herewith.

SECTION 4. If for any reason any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court to competent jurisdiction, it shall now affect any other section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

PASSED AND APPROVED on this the _____ day of _____, 2019.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

EXHIBIT A

CITY OF PORTLAND - CITY OF CORPUS CHRISTI CESSION AGREEMENT

WHEREAS, the City of Corpus Christi, on October 11, 2005, contracted with the City of Portland to cede to the City of Portland areas of overlapping extraterritorial jurisdiction; and where such areas reverted to the City of Corpus Christi if not annexed within 10 years;

WHEREAS, with respect to the 122 acres specified in Exhibit A (the "Concurrent ETJ Area"), the effect of the reversion could be interpreted to (1) establish exclusive jurisdiction in the City of Corpus Christi or (2) reestablish overlapping extraterritorial jurisdiction with the City of Corpus Christi and the City of Portland;

WHEREAS, aforesaid cities adopt an interpretation of the October 11, 2005 cession agreement that the reversion caused the areas of overlapping jurisdiction to be reverted to their prior status of overlapping extraterritorial jurisdiction;

WHEREAS, the City of Corpus Christi desires to annex the Concurrent ETJ Area adjacent to the City of Portland;

WHEREAS, it is the desire of the City of Corpus Christi to allow the City of Portland an opportunity to annex the Concurrent ETJ Area, but preserve City of Corpus Christi's right to annex such area if the City of Portland does not annex prior; and

WHEREAS, it is the desire of the City of Corpus Christi to grant exclusive extraterritorial jurisdiction in the areas specified as "ETJ Cession Area" in Exhibit B, C, & D to City of Portland.

Now, therefore, effective the date of execution of this Agreement:

SECTION 1. The City of Corpus Christi hereby grants and conveys to the City of Portland concurrent and non-exclusive annexation rights, privileges, powers, and authority under Tex. Loc. Gov't Code Chapter 42 and 43, and other applicable laws over and in the area described as "Concurrent ETJ Area" in Exhibit A.

The City of Corpus Christi and the City of Portland, Texas, shall have concurrent and non-exclusive extraterritorial jurisdiction over the Concurrent ETJ Area.

Having concurrent jurisdiction, both the City of Portland and the City of Corpus Christi have the right to annex the Concurrent ETJ Area described in Exhibit A. Having concurrent jurisdiction, both the City of Portland and the City of Corpus Christi may both enter into Development Agreements with owners of property within the area pursuant to Texas Local Government Code §43.016 and §212.172.

SECTION 2. The City of Corpus Christi hereby grants and conveys to the City of Portland sole and exclusive annexation rights, privileges, powers, and authority under

EXHIBIT A

Tex. Loc. Gov't Code Chapters 42 and 43, and other applicable laws over and in the areas described as "ETJ Cession Area" in Exhibit B, C, & D.

SECTION 3. After the City of Corpus Christi completes annexation of the La Quinta corridor, as depicted in Exhibit F, the City of Corpus Christi agrees that the City of Corpus Christi automatically cedes additional, rolling areas of ETJ to the City of Portland within the area identified as "Area A.1" in Exhibit E. Said rolling areas will automatically extend into the "Area A.1" in Exhibit E one mile from Portland's City limits as those city limits expand. In no event will the rolling ETJ area extend beyond the area depicted as Area A.1 in Exhibit E. Upon termination of this agreement, the right to annex the rolling ETJ areas will terminate and the areas not annexed will revert to the City of Corpus Christi ETJ area.

SECTION 4. The City of Corpus Christi reserves unto itself complete extraterritorial jurisdiction of any and all areas within five miles of the City of Corpus Christi, except those areas that have been previously ceded to municipalities within such five-mile area and the area ceded herein.

SECTION 5. All understandings, bargains, and agreements of the parties hereto are merged in this agreement and all prior agreements the parties thereto, relative to the subject matter hereof, are superseded by this Agreement.

SECTION 6. If any section, paragraph, sentence, clause, phrase, or word of this Agreement shall for any reason be finally adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such final judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the section, paragraph, sentence, clause, phrase, or worked thereof so found unconstitutional or invalid.

SECTION 7. The City of Corpus Christi does not intend to interfere with the City of Portland's water or sewer certificate of convenience and necessity (CCN) or service to areas in the La Quinta Corridor. The City of Portland's existing water and sewer service to areas in the La Quinta Corridor will remain in effect regardless of annexation action by the City of Corpus Christi. The City of Portland agrees not to withdraw its water or sewer CCN from the La Quinta Corridor.

Subject to the limitations and requirements of the Texas Public Utilities Commission and the Texas Commission on Environmental Quality, the City of Portland understands that the City of Corpus Christi may purchase water from the City of Portland for resale in areas outside the City of Portland's city limits and may obtain non-industrial sewer services to resale said services in areas outside the City of Portland's city limits. The City of Portland agrees to allow the City of Corpus Christi to connect to City of Portland's water mains and make its treated water available to and treat the City of Corpus Christi as favorably as any other treated water customer. The City of Corpus Christi may resell this water to areas outside the City of Portland's city limits. The City of Corpus Christi may further obtain non-industrial sewer service from the City of Portland

EXHIBIT A

on the same basis as any other customer and resell such sewer service to customers outside the City of Portland's city limits. The City of Corpus Christi will pay the City of Portland's standard out-of-city-limit rates for either water or sewer service. For purposes of this paragraph, "non-industrial sewer services" are sewer services receiving "domestic sewage" pursuant to Section 23-171 of the City of Portland City Code.

SECTION 8. If requested by the City of Corpus Christi, the City of Portland will provide law enforcement, non-industrial fire suppression, and EMS services as may be needed for areas annexed by the City of Corpus Christi north of the Corpus Christi Bay within the areas described in Exhibit F. The City of Portland will agree to enter into an Interlocal Cooperation Agreement(s) and/or mutual aid agreement(s) with the City of Corpus Christi for the provision of these services.

SECTION 9. From and after the date this agreement is approved and adopted by the Governing Bodies of the cities which are parties hereto, and for a period of 15 years thereafter, the City of Portland, Texas, shall have concurrent and non-exclusive extraterritorial jurisdiction over the land area described as "Concurrent ETJ Area" in Exhibit A and exclusive extraterritorial jurisdiction over the land area as described as "ETJ Cession Area" in Exhibit B, C, & D. Said land may be annexed by the City of Portland within such 15 year period; provided however, that in the event said land or portion thereof remains outside the corporate boundary of the City of Portland at the expiration of such fifteen (15) year period, the extraterritorial jurisdiction over said land or portion thereof shall revert to the City of Corpus Christi.

SECTION 10. Failure to comply with Sections 7 and/or 8 shall entitle the City of Corpus Christi to declare this agreement in default. After at least 30 days' notice of default, the City of Corpus Christi may terminate this agreement early. Upon early termination, all areas of ceded ETJ not annexed as of the date of termination shall revert to the City of Corpus Christi.

SECTION 11. The City of Corpus Christi is in the process of annexing the La Quinta Corridor as depicted in Exhibit F. Services provided by the City of Portland to the City of Corpus Christi and the La Quinta Corridor are the consideration for the cessions described herein. If the City of Corpus Christi is prohibited by State action/legislation from completing the annexation of the La Quinta Corridor, then this agreement automatically terminates at the time such prohibition becomes effective.

(remainder page left blank, signature page to follow)

EXHIBIT A

EXECUTED in duplicate originals this _____ day of _____, 2019.

CITY OF CORPUS CHRISTI

Samuel Keith Selman
Interim City Manager

ATTEST:

Rebecca Huerta
City Secretary

APPROVED AS TO LEGAL FORM:

Buck Brice
Assistant City Attorney
For City Attorney

CITY OF PORTLAND

Randy Wright
City Manager

ATTEST:

Annette Hall
City Secretary

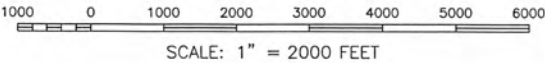
APPROVED AS TO LEGAL FORM:

Hal George
City Attorney



NOTES:

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21 DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.





**BARTON
& ASSOCIATES**
LAND SURVEYING

2321 TROPICAL WIND DRIVE, CORPUS CHRISTI, TX 78414 | (361) 208-4284
TEXAS LICENSED SURVEYING FIRM 101234009
THE INTERSECTION OF QUALITY AND EFFICIENCY

**CITY OF PORTLAND, TEXAS
PROPOSED ANNEXATION**

Completion Date: 7/26/18	File Name: BOUNDARY.DWG
Scale: 1"=200'	Surveyed by:
Drawn by: AF	Checked by: CB

JOB #: 1807019

122 Acres = Concurrent ETJ Area



EXHIBIT B

Print Date: 4/05/2019

Legal Acreage = 66.3



0 900 1,800 3,600 Feet



City of
Corpus Christi

Print Date: 4/04/2019



0 3,050 6,100 12,200 Feet

EXHIBIT A

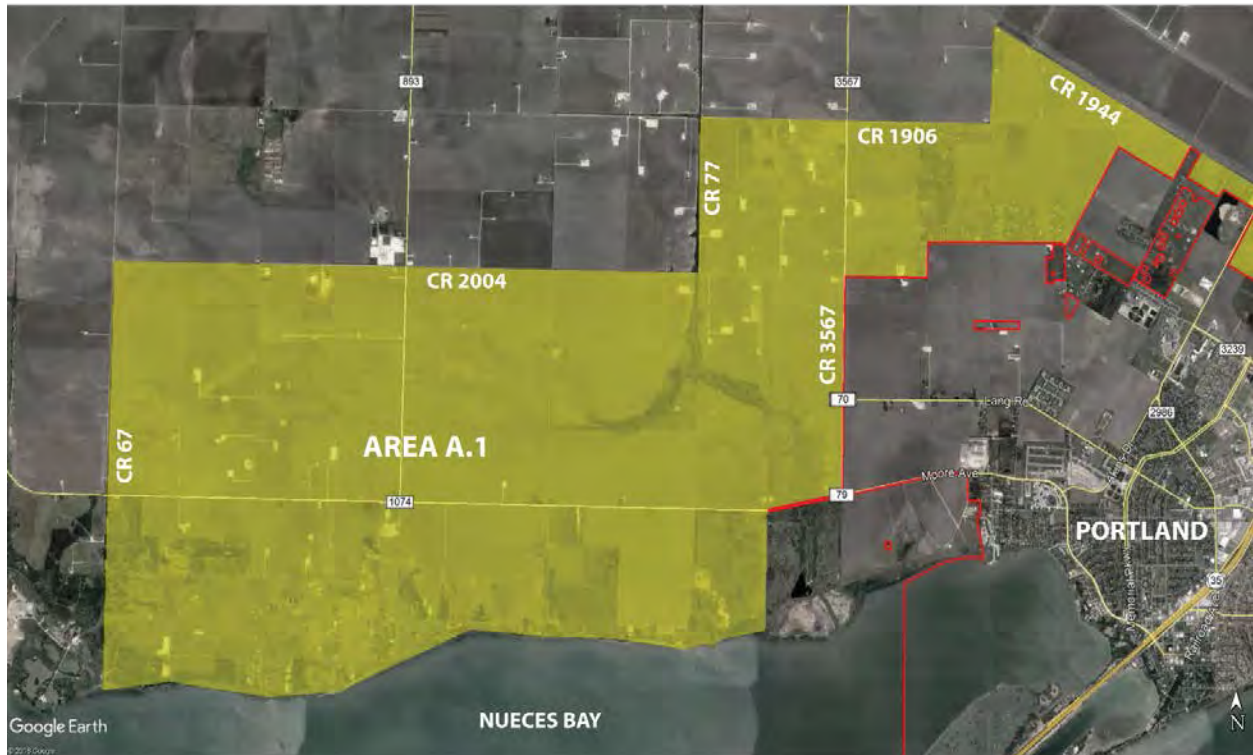
EXHIBIT D



ETJ Cession Area (only "Area A.2")

EXHIBIT A

EXHIBIT E



Area A.1= Area subject to automatic extending ETJ cession

EXHIBIT A

Exhibit F



City of
Corpus Christi

Print Date: 3/19/2019



0 1,450 2,900 5,800 Feet