

**A SPECIAL MEETING  
OF THE CITY COMMISSION  
OF THE CITY OF WESLACO  
TUESDAY, JUNE 30, 2015**

On this 30<sup>th</sup> day of June at 5:30 p.m., the Commissions of the City of Mercedes and the City of Weslaco, Texas held a Special Meeting together at Estero Llano Grande State Park, located at 154A Lakeview Drive, Weslaco at 5:30 p.m. with the following members present:

|                |                         |
|----------------|-------------------------|
| Mayor          | David Suarez            |
| Commissioner   | Fidel L. Pena, III      |
| Commissioner   | Gerardo "Jerry" Tafolla |
| Commissioner   | Lupe Rivera             |
| City Manager   | Mike R. Perez           |
| City Secretary | Elizabeth Walker        |
| City Attorney  | J.R. Garza              |

Also present: Aida Vega, Deputy City Secretary; Mardoqueo Hinojosa, Planning and Code Enforcement Department; Maria Barrera, Finance Director; David Salinas, Public Utilities Director and other staff members and citizens.

**I. CALL TO ORDER**

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, June 30, 2015.

B. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance.

C. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioner Kerr and Commissioner Fox. Commissioner Rivera arrived at 5:35 p.m. Mayor Henry Hinojosa separately called to order the Mercedes City Commission.

**II. NEW BUSINESS**

- A. Discussion and consideration to approve on Second and Final Reading Ordinance 2015-19 approving the settlement regarding Cause No. C- 5929-13-H *City of Weslaco, Texas v. City of Mercedes, Texas* in the 389<sup>th</sup> Judicial District Court of Hidalgo County, authorizing the Mayor and City Manager to negotiate and execute a Settlement Agreement and Agreed Judgement settling the Cities' lawsuit, and apportioning the area of existing and prospective corporate limits and extraterritorial jurisdiction area and utility service areas between the cities and establishing an agreed boundary line. Second and Final Reading of Ordinance 2015-19. Possible action. (First Reading held June 16, 2015; Staffed by Legal Department.) Attachment.

Commissioner Pena, seconded by Commissioner Tafolla, moved to approve on Second and Final Reading Ordinance 2015-19 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

The Mercedes City Commission acted separately, with votes cast and corresponding items approved. For the record, Ordinance 2015-19 reads as follows:

**ORDINANCE NO. 2015- 19**

**AN ORDINANCE OF THE CITY OF WESLACO, TEXAS ("CITY") APPROVING THE SETTLEMENT OF CAUSE NO. C-5929-13H, CITY OF WESLACO, TEXAS V CITY OF MERCEDES, TEXAS, IN THE 389<sup>TH</sup> DISTRICT COURT OF HIDALGO, TEXAS ("CITIES LAWSUIT"); AUTHORIZING THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE, WHEN APPLICABLE, A SETTLEMENT AGREEMENT AND AGREED JUDGMENT SETTLING THE CITIES LAWSUIT; APPROVING AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITIES OF MERCEDES AND WESLACO APPORTIONING THE AREA OF EXISTING AND PROSPECTIVE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION AREA, AND UTILITY SERVICE AREAS BETWEEN THE CITIES AND ESTABLISHING AN AGREED BOUNDARY LINE; FINDING THIS ORDINANCE TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, under the provisions of Section 42.021 of the Texas Local Government Code, the City of Weslaco ("Weslaco") has extraterritorial jurisdiction ("ETJ") area outside its corporate limits; and

**WHEREAS**, under the provisions of Section 42.021 of the Texas Local Government Code, the City of Mercedes ("Mercedes") has ETJ area outside its corporate limits; and

**WHEREAS**, the corporate limits and corresponding ETJ area of Weslaco has expanded in an easterly direction toward the City of Mercedes; and

**WHEREAS**, the corporate limits and corresponding ETJ area of Mercedes has expanded in a westerly direction toward the City of Weslaco; and

**WHEREAS**, annexations made by both Weslaco and Mercedes (cumulatively the "Cities") and the resultant ETJ expansions of both Weslaco and Mercedes resulted in a dispute

between Weslaco and Mercedes about their respective annexations and resultant ETJ expansions; and

**WHEREAS**, both Weslaco and Mercedes came to be involved in a cause of action numbered and styled as Cause No. C-5929-13H, City of Weslaco, Texas v. City of Mercedes, Texas, in the 389<sup>th</sup> District Court of Hidalgo County, Texas ("Cities' Lawsuit");

**WHEREAS**, a common boundary line should be designated as the boundary between the existing and prospective corporate limits and ETJ area, and utility service areas of Weslaco and Mercedes; and

**WHEREAS**, Weslaco and Mercedes further find that an agreement between the Cities at this time, which establishes a boundary line beyond which neither Weslaco nor Mercedes may (i) extend its existing and prospective corporate limits and ETJ area, and utility service areas; and/or (ii) annex property, would provide for better planning and coordinated subdivision control and would give landowners notice and information as to the exact locations and limits of the existing and prospective corporate limits, ETJ area and utility service areas of Weslaco and Mercedes; and

**WHEREAS**, in order to carry out such orderly planning and coordinated subdivision control in the public interest, the agreed boundary line between Weslaco and Mercedes as described in the ETJ Agreement (defined below) would necessitate both Weslaco and Mercedes surrendering existing and prospective corporate limits, ETJ area and utility service area rights over certain properties which would otherwise be within the respective existing and prospective corporate limits, ETJ area and utility service areas of Weslaco and Mercedes; and

**WHEREAS**, Section 42.022 of the Texas Local Government Code, Article II, Sections 1 and 2 of the Weslaco City Charter and Article I, Sections 1.01 and 1.04(A) and (B) of the

Mercedes City Charter grant authority to the Boards of Commissioners ("City Commission" or "City Commissions") of Weslaco and Mercedes to apportion the area of existing and prospective corporate limits and ETJ area by mutual consent provided such agreement be in writing and shall be approved by an ordinance adopted by the City Commissions of Weslaco and Mercedes respectively; and

**WHEREAS**, Section 13.254 of the Texas Water Code allows Weslaco and Mercedes to amend their certificated utility service areas; and

**WHEREAS**, Weslaco and Mercedes entered into settlement negotiations to resolve the Cities' Lawsuit by apportioning the existing and prospective corporate limits and ETJ area, and utility service areas adjacent to and generally east of Weslaco and the existing and prospective corporate limits and ETJ area, and utility service areas adjacent to and generally west of Mercedes and have incorporated such ETJ Agreement herein for approval by the City Commissions of Weslaco and Mercedes respectively; and

**WHEREAS**, except for the City of Progreso's existing corporate limits and ½ ETJ area, no other city within the State of Texas has existing corporate limits and/or ETJ in the area which is the subject matter of the ETJ Agreement between Weslaco and Mercedes; and

**WHEREAS**, Weslaco and the City of Progreso have no legal dispute with respect to the extent of the respective corporate limits and ETJ area; and

**WHEREAS**, the City Commissions of Weslaco and Mercedes have carefully examined the ETJ Agreement and have given due consideration to existing property lines and existing roads, streets and other rights-of-way together with all other relevant factors in selecting the Agreed Boundary Line in the ETJ Agreement; and

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**WHEREAS**, after deliberation, the City Commission of Weslaco finds that (a) approving the settlement of Cause No. C-5929-13H, City of Weslaco, Texas v. City of Mercedes, Texas, in the 389<sup>th</sup> District Court of Hidalgo, County, Texas; (b) authorizing the Mayor and City Manager of Weslaco to negotiate and execute, when applicable, a settlement agreement and agreed judgment settling the Cities Lawsuit; and (c) approving and authorizing the Mayor and City Manager of Weslaco to execute the Agreement Between the Cities of Mercedes And Weslaco Apportioning The Area Of Existing And Prospective Corporate Limits and Extraterritorial Jurisdiction Area, and Utility Service Areas Between The Cities and Establishing An Agreed Boundary Line ("ETJ Agreement") is in the best interest of the landowners, citizens, inhabitants and residents of Weslaco and its surrounding areas; now, therefore:

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:**

1. That the settlement of Cause No. C-5929-13H, City of Weslaco, Texas v. City of Mercedes, Texas, in the 389<sup>th</sup> District Court of Hidalgo, County, Texas is hereby approved.
2. That the Mayor and City Manager are hereby authorized to negotiate and execute, when applicable, a settlement agreement and agreed judgment settling the Cities Lawsuit.
3. That the Agreement Between the Cities of Mercedes And Weslaco Apportioning The Area Of Existing And Prospective Corporate Limits and Extraterritorial Jurisdiction Area, And Utility Service Areas Between The Cities and Establishing An Agreed Boundary Line is hereby approved and further that the Mayor and City Manager are hereby authorized to execute this ETJ Agreement. The ETJ Agreement is attached hereto as Exhibit No. 1 and incorporated herein for all purposes.
4. That it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this Ordinance, was given to all as required by Title 5, Chapter 551 of the Texas Local Government Code, Annotated, as amended.
5. That if any part, section, paragraph, sentence, phrase, or word of this Ordinance is for any reason held to be unconstitutional, illegal, inoperative, invalid, or ineffective or if any exception to or limitation upon any general provision herein contained is held

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unconstitutional, illegal, inoperative, invalid, or ineffective, the remainder of this Ordinance shall nevertheless stand effective and valid as if enacted without the portion of this Ordinance held unconstitutional, illegal, inoperative, invalid or ineffective.

6. That this Ordinance shall become and be effective in accordance and in compliance with federal law, all laws of the State of Texas and the Charter of the City of Weslaco, Texas.
7. That this Ordinance shall be effective from and after the date of the passage and approval of this Ordinance by the City Commission.

PASSED, APPROVED AND ADOPTED ON FIRST READING this 16 day of June, 2015.

CITY OF WESLACO, TEXAS

By: David Suarez  
David Suarez, Mayor

ATTEST:

By: Elizabeth Walker wal.06/16/15  
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

By: Frank Garza  
Frank Garza, City Attorney

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this 30 day of June, 2015.

CITY OF WESLACO, TEXAS

By: David Suarez  
David Suarez, Mayor

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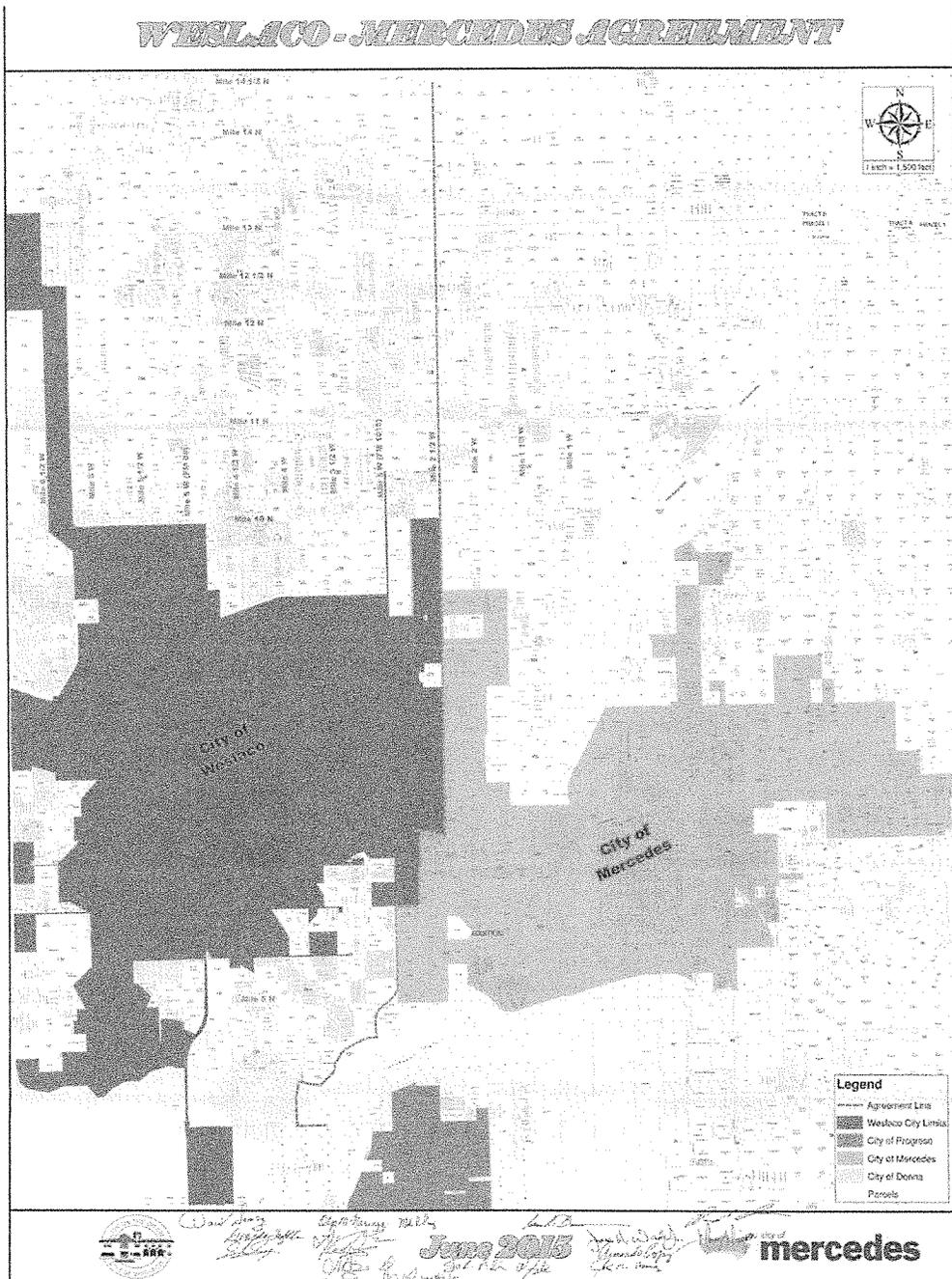
ATTEST:

By: Elizabeth Walker wal.06/30/15  
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

By: Frank Garza  
Frank Garza, City Attorney

**WESLACO - MERCEDDES AGREEMENT**



**III. ADJOURNMENT**

With no other business before the Commission, at 5:38 p.m. Commissioner Pena, seconded by Commissioner Tafolla, moved to adjourn the June 30, 2015 special meeting. The motion carried unanimously; Mayor Suarez was present and voting. The Mercedes Commission also adjourned.

CITY OF WESLACO

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MAYOR, David Suarez

ATTEST:

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CITY SECRETARY, Elizabeth Walker

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MAYOR PRO-TEM, Olga Noriega

Absent

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COMMISSIONER, David R. Fox

Absent

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COMMISSIONER, Greg Kerr

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COMMISSIONER, Gerardo "Jerry" Tafolla

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COMMISSIONER, Lupe Rivera

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COMMISSIONER, Fidel L. Pena, III