

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE LA FERIA CITY COMMISSION AUTHORIZING THE ANNEXATION INTO THE LA FERIA CITY LIMITS FOR FULL PURPOSES OF APPROXIMATELY 14.92 ACRES KNOWN AS LOT 4, BLK 1 QUAIL TERRACE ESTATES SUBDIVISION IN CAMERON COUNTY, TEXAS, UPON THE REQUEST OF PROPERTY OWNERS GM TRUCKING, LLC, ET AL; ADOPTING A SERVICE PLAN; TERMINATING THE AUGUST 23, 2013 DEVELOPMENT AGREEMENT GOVERNING SAID PROPERTY; AND ADDRESSING RELATED MATTERS.

WHEREAS, the City of La Feria, Texas (“City”) received a request for annexation from the owner of land that is contiguous to the City of La Feria, Texas, pursuant to the state law provisions for annexation of area on request of owners; and

WHEREAS, Texas Local Government Code section 43.0671 authorizes the City to annex on petition of the area’s landowners; and

WHEREAS, the City Commission of the City of La Feria, Texas, believing that the above-described petition was properly filed pursuant to Texas Local Government Code section 43.0671 granted said petition; and

WHEREAS, on October 22, 2024, the City Commission of the City of La Feria, Texas held a public hearing on the proposed annexation of approximately 14.929 acres of land situated outside of, but immediately adjacent to, the current corporate limits of the City of La Feria, Texas and such public hearing gave all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, notice of the abovementioned public hearing was published in the Valley Morning Star on October 5, 2024, a newspaper having general circulation in the City and within the territory to be annexed, in accordance with law; and

WHEREAS, said publication was on or after the 20th day but before the 10th day before the date of the public hearing, and posted on the City’s website for the same corresponding time frame; and

WHEREAS, the City Commission finds that the annexation of the property provided for herein is in the best interest of the health, safety and welfare of the City.

NOW THEREFORE: BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LA FERIA, TEXAS:

SECTION 1. The land and territory lying outside of, but adjacent to and adjoining the City of La Feria, Texas, more particularly described as that portion of the tract of land described in Exhibit “A,” attached hereto and incorporated herein by reference, and as requested by the landowner correspondence attached as Exhibit “B,” is hereby added and annexed to the City of La Feria, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in Exhibit “A,” are altered and amended so as to include said area within the corporate limits of the City of La Feria, Texas.

SECTION 2. The land and territory more particularly described as that portion of the tract of land described in Exhibit “A,” attached hereto and incorporated herein by reference shall be part of the City of La Feria, Texas and inhabitants thereof shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of La Feria, Texas.

SECTION 3. A service plan outlining the provisions of necessary municipal service to the property described in Exhibit “A,” is hereby approved and the implementation of said plan is hereby authorized. Such plan is attached hereto and incorporated herein as Exhibit “C.”

SECTION 4. The August 23, 2013 Development Agreement with the previous owners and which governing the property, as incorporated herein, is hereby terminated.

SECTION 5. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the additions to the City’s Corporate Limits and the City Secretary is hereby authorized and directed to provide appropriate notice to the State of Texas and the County of Cameron of this annexation.

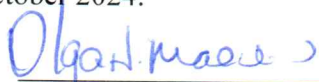
SECTION 6. This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

SECTION 7. It is hereby declared to be the intention of the City Commission 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 by the City Commission without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. The recitals provided for herein are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

SECTION 9. This ordinance shall be in full force and effect after its final passage and approval by the City Commission and any publication required by law.

PASSED AND APPROVED this, the 22nd day of October 2024.



Olga H. Maldonado, Mayor

ATTEST:



Amanda Morales, City Secretary

Exhibit A

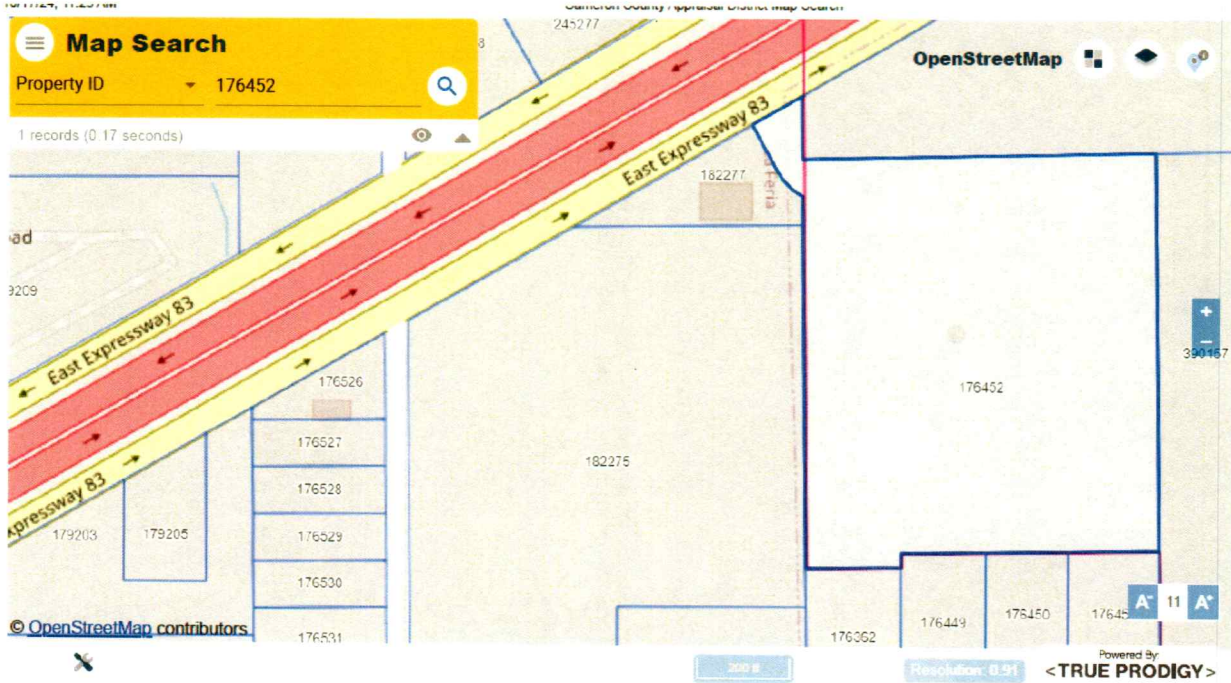


Exhibit B

Friday, August 23, 2024

To Whom It May Concern:

We are requesting that the Agreement made and effective August 23, 2013 between the City of La Feria, Texas and Mary K. Reynolds Neese (previous owner) be terminated.

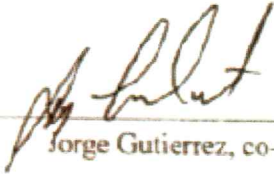
In specificity, Clause 4 stating Annexation Upon Subdivision or Change of Use. New ownership wishes to use the property for commercial real estate and build a new retail office.

We would respectfully like to request that the city of La Feria, Texas be allowed to annex the site, known to be 13432 US 83 EXPRESSWAY, La Feria, Texas, Parcel# 176452 and for all terms in Texas Local Government Code §43.035 Development Agreement be void.

Thank you,



Juan Daniel Gutierrez, co-owner



Jorge Gutierrez, co-owner

Exhibit C

**ANNEXATION SERVICE AGREEMENT
BETWEEN CITY OF LA FERIA , TEXAS,
AND GM TRUCKING, LLC**

This ANNEXATION SERVICE AGREEMENT (this “Agreement”) is made this ____ day of _____ 2024, by and between the CITY OF LA FERIA, TEXAS (the “City”), a home rule municipality of the State of Texas and GM Trucking Company, a Texas company (collectively, the “Developer”) for a term of ten (10) years from the Effective Date. The City and Developer are hereinafter sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

**ARTICLE I
RECITALS**

WHEREAS, Developer is the owner of approximately 14 acres of undeveloped property located in the City’s extraterritorial jurisdiction (“ETJ”), herein referred to as the “Property” or the “Annexed Property”, as described in the Voluntary Petition for Annexation by the Developer, attached here as **Exhibit “A”** to this Agreement; and

WHEREAS, Section 43.0672 of the Code requires a municipality that elects to annex an area by consent of landowners to first negotiate and enter into an agreement for the provision of municipal services with the owners of the land requesting to be annexed; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 43.0671, *et seq.*, of the Code; and

WHEREAS, the Parties intend that this Agreement be a written agreement listing the municipal services to be provided to the Property as required by Section 43.0672 of the Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

**ARTICLE I
PROPERTY TO BE ANNEXED**

This Annexation Service Agreement is applicable to the Annexed Property as it is annexed into the City by request as described in **Exhibit “A.”**

**ARTICLE II.
PURPOSE AND INTENT**

It is the intent of the City of La Feria that municipal services provided to the citizens of the City of La Feria also be provided to the Annexed Property as it is developed in accordance with and subject to State law and this Agreement. The delivery of municipal services may be accomplished through any means permitted by law. The Parties acknowledge and agree that the scope of municipal services will be provided by the City to the extent that the Annexed Property has been developed and as such services are necessary.

ARTICLE III.
SERVICES TO BE PROVIDED WITHIN THIRTY DAYS

The following municipal services will be provided within the Annexed Property as it is developed within 30 days of the effective date of the annexation of each phase.

3.01 Police Protection. Police services shall be provided at the same level of service as other areas within the City and include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls. The annexed area will be incorporated into a patrol schedule, which may be altered from time to time in response to service demands, shifts or growth in population, future annexations, or other relevant considerations. It is anticipated that services within each annexed area will be provided utilizing existing levels of personnel and equipment.

3.02 Fire Protection. Fire Protection services shall be provided at the same level of service as other areas within the City and include dispatched response to both emergency and non-emergency service calls.

3.03 Solid Waste Collection. Solid waste collection shall be provided at the same or similar levels through a franchise with Waste Management of Texas, Inc., a solid waste collection company.

3.03 Water and Wastewater Facilities. As the Annexed Property is developed and water and wastewater (sewer) infrastructure facilities are constructed by the Developer and/or the District, and accepted by the City, the City of La Feria will provide public water and wastewater (sewer) service in accordance with applicable City ordinances at the in-City residential and commercial rates.

3.04 Maintenance of Roads, Streets and Street Lighting. The City of La Feria will provide maintenance of public streets and ditches in the Annexed Property as they are constructed by the Developer and/or the District and subsequently accepted by the City. Public highways, such as East Expressway 83 and its service roads, which are a part of the State or Federal highway systems, remain the maintenance responsibility of the State Department of Transportation. Emergency repairs will be undertaken as needed to rectify hazardous conditions

which pose an immediate threat to safe traffic operations. Other maintenance projects will be prioritized on a citywide basis and scheduled based on a variety of factors, including surface conditions, rideability, age, traffic volume, and available funding. Maintenance of streetlights is provided by the local power company, Entergy Texas, on a contract basis. Entergy Texas will repair or replace defective streetlights upon the request of City.

ARTICLE IV. **MISCELLANEOUS PROVISIONS**

4.01 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Commission in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 43.0672 of the Texas Local Government Code.

4.02 Entire Agreement: Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.03 Applicable Law: Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be Cameron County.

4.04 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.05 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to *force majeure*, to perform its obligations

under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within five (5) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term, "force majeure," shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

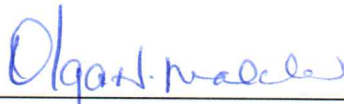
4.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.07 Effective Date. This agreement shall be effective as of the date indicated above and upon approval by the City Commission at a properly posted meeting.

EXECUTED as of the date first set forth above.

CITY:

CITY OF LA FERIA, TEXAS,
a home rule municipality of the State of Texas

By: 
Olga H. Maldonado, Mayor

Attest:


Amanda Morales, City Secretary

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me this ____ day of _____, 2024 by OLGA H. MALDONADO, the Mayor of the City of La Feria, Texas, a home rule municipality of the State of Texas, on behalf of said city.

Notary Public in and for the State of Texas

DEVELOPER:

**GM Trucking LLC,
a Texas company**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF CAMERON §

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of GM Trucking LLC, on behalf of said entity.

Notary Public, State of Texas _____

(SEAL)

STATE OF TEXAS §

§

COUNTY OF CAMERON §

§

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of GM Trucking LLC, on behalf of said entity.

Notary Public, State of Texas _____

(SEAL)

EXHIBIT A
Voluntary Petition for Annexation
To the City of La Feria, Texas