

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation ("City"), acting by and through its City Manager, and Hagn & Timmerman, LTD, ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land approximately 1.416 acres of land situated in the T.S. Barnes Survey No. 46, Abstract No. 67, in Travis County, Texas, as specifically described in **Exhibit "A"** ("Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, the City and the Landowner must enter into a written agreement identifying a list of public services to be provided to the Property and a schedule for provision of the same; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with the Texas Local Government Code prior to the City's consideration of an ordinance annexing the Property, it being understood and agreed to by the Parties that annexation of the Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Property (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2.

The following service list and schedule ("Service Plan") represents the provision of services agreed to between the Landowner of the Property and the City establishing a program under which the City will provide municipal services to the Property (referred to hereinafter as the "Annexed Area") on the Effective Date of this Agreement, as required by § 43.0672 of the Texas Local Government Code, which will be provided at a level consistent with service levels provided to other similarly-situated areas within the City:

I.

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area upon annexation.
 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. Emergency Medical First Responder Services are provided by TCESD #2.

II.

Upon annexation, the City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and various private refuse collection companies. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation, provided that a privately owned solid waste management service provider ("POSWMSP") is unavailable. In the event that the Annexed Area is already receiving service, or desires to receive service from a POSWMSP, the City may not prohibit solid waste collection by the POSWMSP, nor may the City offer solid waste collection services for a period of two years following the effective date of the annexation unless a POSWMSP is or becomes unavailable, as established by Texas Local Government Code § 43.0661. If a landowner uses the services of a POSWMSP or services are available from a POSWMSP during the two years following annexation, the City will not provide solid waste collection services to that landowner.
- B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective date of annexation:

1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways or other public owned streets under the ownership and control of another public entity.
 3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate City-owned land and facilities within the Annexed Area.
 4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments.
- C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. Other Services. City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

- A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

- A. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Plan and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 3.

General Terms.

1. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
2. Choice of Law. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.
3. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
4. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

5. Should the Property not be annexed within 90 days of the Executed and Agreed date set forth below than this Agreement shall be void and of no further effect.

6. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Executed and Agreed to by the Parties on this the 24 day of March 2021.

CITY OF PFLUGERVILLE

ATTEST:

by: [Signature]
Sereniah Breland, City Manager

by: [Signature]
~~Karen Thompson, City Secretary~~
Trista Evans, Deputy

Date: 3/24/21

Date: 3/24/21

APPROVED AS TO FORM:

By: [Signature]
Charles E. Zech, City Attorney
Denton, Navarro, Rocha, Bernal & Zech, P.C.

PROPERTY OWNER(S):

Hagn & Timmerman, LTD

By: [Signature]

Name (Print): Timothy Timmerman

Title: Pres of GP

Date: 3/11/21

EXHIBIT "A"

PROPERTY/ANNEXED AREA



EXHIBIT "A"

County: Travis
Project: Helios Way
Halff AVO: 36677.001

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December 06, 2019

A METES AND BOUNDS DESCRIPTION OF 1.416 ACRES (APPROX. 61,687 SQUARE FEET) OUT OF AND A PORTION OF THE T.S. BARNES SURVEY, ABSTRACT NO. 67, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 165.15 ACRES OF LAND DESCRIBED IN THE FOLLOWING WARRANTY DEEDS TO HAGN & TIMMERMAN, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.); VOLUME 10398, PAGE 907, DATED JUNE 17, 1987; VOLUME 10398, PAGE 911 AND VOLUME 10398, PAGE 915, DATED JULY 17, 1987 AND VOLUME 10398, PAGE 919, DATED JULY 20, 1987; SAID 1.416 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found in the southwest right-of-way line of East Pecan Street (right-of-way width varies), described in Document No. 2007185109 of the Official Public Records of Travis County, Texas O.P.R.T.C.T., at the most northerly corner of a called 75.30 acre tract of land conveyed to TACK Development, Ltd in Document No. 2003232092, O.P.R.T.C.T., also being the most easterly corner of the 165.15 acre tract of land conveyed to Hagn & Timmerman, LTD. in Volume 10398, Pages 907,901, 915 and 919 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.)

THENCE South 28°16'34" West, with the common line of the said 165.15 acre Hagn & Timmerman tract and the said 75.30 acre TACK Development, Ltd. tract, a distance of 1448.04 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." for the most northerly corner of a 0.4513 acre access easement, the description of which is attached hereto, the **POINT OF BEGINNING** and most easterly corner of the herein described tract of land;

THENCE South 28°16'34" West, continuing with the common line of the said 165.15 acre Hagn & Timmerman tract and the said 75.30 acre TACK Development, Ltd. tract, being the northwest line of the said 0.4513 acre tract, a distance of 80.05 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." for the most southerly corner of the herein described tract of land, being the most westerly corner of the said 0.4513 acre tract;

THENCE crossing the said 165.15 acre Hagn & Timmerman tract with the proposed southwesterly right-of-way line of Helios Way, the following two (2) courses and distances:

1. North 59°41'48" West, a distance of 562.60 feet, to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for the point of curvature of a tangent circular curve to the right;
2. With a curve to the right, having a radius of 871.64 feet, a delta angle of 13°39'32", an arc length of 207.79 feet and a chord which bears North 52°52'02" West, a distance of 207.30 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for the most westerly corner of the herein described tract of land;

THENCE North 27°46'38" East, continuing over and across the said 165.15 acre Hagn & Timmerman tract, with the westerly terminus of said proposed section of Helios Way, a distance of 83.66 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for the most northerly corner of the herein described tract of land;

THENCE continuing over and across the said 165.15 acre Hagn & Timmerman tract, with the proposed northeasterly right-of-way line of Helios Way, the following two (2) courses and distances:

EXHIBIT "A"

County: Travis
Project: Helios Way
Half AVO: 36677.001

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1. With a curve to the left, having a radius of 791.64 feet, a delta angle of 15°20'48", an arc length of 212.04 feet and a chord bearing South 52°01'24" East, a distance of 211.41 feet to a 1/2-inch iron rod with cap stamped "Half Associates, Inc." set for endpoint of said curve;
2. South 59°41'48" East, a distance of 559.77 feet to the **POINT OF BEGINNING** and containing 1.416 acres of land, more or less, within these metes and bounds.

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.0001. Units: U.S. Survey Feet. Date of Field Survey: November 7, 2019.

I, Curtis W. Watts, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

Curtis W. Watts

12/06/19

Curtis W. Watts, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6614
Half Associates, Inc., TBPLS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729
512-777-4600

Date

