

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, GRANTING A PETITION BY TACK DEVELOPMENT LTD. FOR VOLUNTARY ANNEXATION AND ANNEXING, FOR FULL PURPOSES, A 75.3 ACRE TRACT OF LAND DESIGNATED IN VOLUME 12792 PAGE 1028 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY EXCLUDING THE LAND DESIGNATED FOR RIGHT OF WAY IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE-CONSERVATION (A); BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex approximately 73.35 acres of land, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Chapter 43.028 of the Texas Local Government Code, the annexation area is one-half mile or less in width, is contiguous to the annexing municipality, and is vacant and without residents; and

WHEREAS, the City Council of the City has granted an annexation petition submitted to the City of Pflugerville; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land is hereby annexed to the City, and the boundaries of the City are extended to include the Land within the corporate limits of the City. From and after the date of this ordinance, the Land shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. The City finds annexation of the Land to be in the public interest due to the property providing enhancements and greater public access, additional public right-of-way and open spaces and promotes economic growth of the Land and surrounding areas.

Section 3. The Tract shall be zoned Agriculture-Conservation (A) until such time the property owner requests and Council approves an alternate zoning district.

Section 4. The service plan attached as Exhibit "B" is approved, and municipal services shall be extended to the Land in accordance therewith.

Section 5. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

Section 6. This ordinance will take effect upon its adoption by the City Council.

Section 7. The City Council intends to annex the Land described in this Ordinance; but if there is included within the description of the Land annexed by this Ordinance any lands or

area that may not be annexed by the City for any reason ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the Land annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Land were annexed to the City of Pflugerville.

PASSED AND APPROVED this _____ day of _____, 2015.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Jeff Coleman, Mayor

ATTEST:

Karen Thompson, City Secretary

APPROVED AS TO FORM:

GEORGE E. HYDE, City Attorney
DENTON, NAVARRO, ROCHA, BERNAL, HYDE & ZECH, P.C.

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

AUSTIN SURVEYORS

P.O. BOX 180243
AUSTIN, TEXAS 78718

2105 JUSTIN LANE #103
(512) 454-6605

Accompaniment to plat 1221P

FIELD NOTES FOR 75.300 ACRES

All that certain tract or parcel of land situated in Travis County, Texas and being a part of a 77.50 acre tract of land, designated as Tract B, in a deed recorded in Volume 12792, Page 1028 of the Real Property Records of Travis County Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the curving Southwest line of Pecan Street, in the North corner of a 2.56 acre tract of land conveyed to the City of Pflugerville by deed recorded in Volume 9236, Page 954 of the Deed Records of Travis County, Texas, for the East corner of this tract from which iron pin a capped iron pin found in the East corner of the above mentioned 77.50 acre tract and the East corner of the above mentioned 2.56 acre tract bears S 61°55'31" E 20.00 feet.

THENCE S 28°09'17" W with the Northwest line of the said 2.56 acre tract 485.79 feet to an iron pin set for an angle point of this tract.

THENCE S 28°20'06" W with the Northwest line of the said 2.56 acre tract 1197.09 feet to an iron pin set for an angle point of this tract.

THENCE S 28°11'54" W with the Northwest line of the said 2.56 acre tract 824.47 feet to an iron pin set for an angle point of this tract.

THENCE S 28°25'16" W with the Northwest line of the said 2.56 acre tract 858.73 feet to an iron pin set for an angle point of this tract from which iron pin the South corner of the said 2.56 acre tract bears S 18°52'47" W 121.40 feet.

THENCE S 72°59'46" W with the North line of the said 2.56 acre tract 142.33 feet to an iron pin set for an angle point of this tract.

THENCE N 62°22'23" W with the North line of the said 2.56 acre tract 137.60 feet to an iron pin set for an angle point of this tract.

THENCE N 84°33'32" W with the North line of the said 2.56 acre tract 109.24 feet to an iron pin set for an angle point of this tract.

THENCE N 62°12'31" W with the Northeast line of the said 2.56 acre tract 596.08 feet to an iron pin set in the South corner of a 165.15 acre tract of land, designated as Exhibit "A", in a partition deed recorded in Volume 9409, Page 144 of the said Real Property Records for the West corner of this tract.

THENCE N 28°14'23" E 3491.87 feet to an iron pin set on the Southwest line of Pecan Street for the East corner of the above mentioned 165.15 acre tract, the North corner of the said 77.5 acre tract, and the North corner of this tract.

THENCE S 67°29'46" E with the Southwest line of Pecan Street 433.65 feet to an iron pin set in the PC of a non-tangent curve to the right said curve having a radius of 925.73 feet and a central angle of 09°37'31".

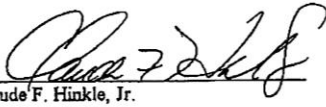
THENCE with the arc of the said curve 155.52 feet the long chord of which bears S 62°34'57" E 155.33 feet to an iron pin found for the PT of the said curve.

THENCE S 57°55'13" E 289.01 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 983.42 feet and a central angle of 03°39'47".

THENCE with the arc of the said curve 62.87 feet, the sub-chord of which bears S 59°30'40" E 62.86 feet to the POINT OF BEGINNING, containing 75.300 acres of land, more or less.

I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my supervision during May of 2003 and are correct to the best of my knowledge and belief. These field notes are to be used only for the transfer of title to TAC Development only. Any use by these or any other persons for any other purpose is expressly prohibited.

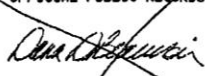



Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

Date 19 May 03
1221.doc

© Austin Surveyors 2003

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


09-09-2003 02:25 PM 2003213259
EVANSY \$18.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Parcel 5

EXHIBIT "A" 

Fee Simple

Right-of-Way Acquisition

LEGAL DESCRIPTION

OF A 1.950 ACRE TRACT
OF LAND, BEING A PORTION OF THE
TACK DEVELOPMENT TRACT,
IN THE T. S. BARNES SURVEY NO. 46
TRAVIS COUNTY, TEXAS

Additional Right of
Way for Pecan Street
in Travis County,
Texas

Being a 1.950 acre tract or parcel of land, situated in the T. S. Barnes Survey No. 46, Abstract 267, being a portion of that certain tract of land called 75.30 acres, as described in a deed to the Tack Development, LTD, recorded in Document No. 2003232092 of the Official Public Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a point on the existing south right-of-way line of Pecan Street, marking the northwest corner of the said Tack Development tract, also marking the northeast corner of that certain tract of land called 165.15 acres, as described in a deed to Leah J. Hagn and Theodor R. Timmerman, recorded in Volume 9409, Page 144 of the Real Property Records of Travis County, Texas, for the northwest corner hereof;

THENCE with the south right of way of Pecan Street and the north line of the said Tack Development tract, the following four (4) calls:

S 67° 28' 52" E, 433.86 feet to an iron rod found at the beginning of a curve to the right;
Thence, with said curve to the right, having a radius of 925.73 feet, a chord bearing S 62° 35' 06" E, 155.36 feet, for an arc distance of 155.54 feet to an iron rod found;
Thence, S 57° 55' 07" E, 288.99 feet to an iron rod found at the beginning of a curve to the left;
Thence, with said curve to the left, having a radius of 985.42 feet, a chord bearing S 59° 23' 49" E, 62.89 feet, for an arc distance of 62.90 feet to a point marking the northeast corner of the said Tack Development tract, and the northwest corner of that certain tract of land called 2.56 acres and described in a deed to The City of Pflugerville, recorded in Volume 9236, Page 954 of the Real Property Records of Travis County, Texas, for the northeast corner hereof;

THENCE with the common east line of the said Tack Development tract and the west line of the said City of Pflugerville tract, S 28° 09' 23" W, 59.42 feet to a point for the southeast corner hereof;

THENCE across the said Tack Development tract the following three (3) calls:

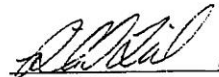
N 63° 59' 09" W, 322.02 feet to a point at the beginning of a curve to the left;
Thence, with said curve to the left, having a radius of 6412.00 feet, a chord bearing
N 65° 41' 25" W, 381.41 feet, for an arc distance of 381.46 feet to a point;
Thence N 67° 23' 41" W, 236.32 feet to a point on the west line of the said Tack
Development tract and the east line of the said Hagn and Timmerman tract, for the
southwest corner hereof;

THENCE with the common west line of the said Tack Development tract and the east line
of the said Hagn and Timmerman tract, N 27° 44' 55" E, 97.74 feet to the POINT OF
BEGINNING and containing 1.950 acres or 84,953 square feet in all, more or less.

*The monuments described as points in this legal description may be replaced with iron rods
upon completion of this project under the supervision of a Registered Professional Land
Surveyor either employed or retained by Travis County.*

*Bearing Basis is based on Texas State Plane Coordinate System, Nad 83, combined scale
factor of 1.00011.*

*Right of way information and bearing basis is based on a control survey done by Martinez,
Wright and Mendez, Inc.*

 3-2-2006
Richard Fink R.P.L.S. No. 5473



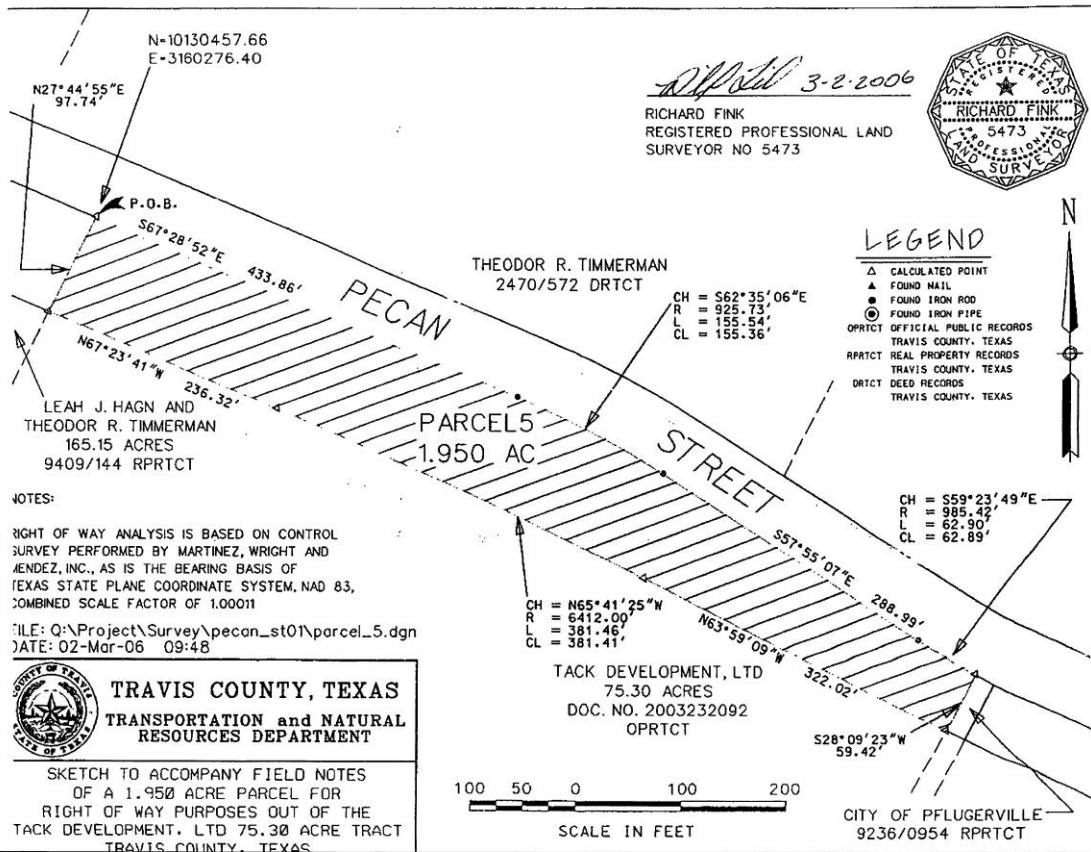


EXHIBIT “B”

SERVICE PLAN

SERVICE PLAN FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas (the “City”), will provide full municipal services to the area described on the attached Exhibit “A” of the Service Plan (the “Annexed Area”), as required by § 43.065 of the Texas Local Government Code.

I.

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. After 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. 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 after annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After 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. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

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 a private refuse collection company. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. This service

will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation. The City may not prohibit the collection of solid waste by a private provider or charge a fee for solid waste collection to any resident who continues to use the services of a private provider during the first two years following annexation. If a resident continues to use the services of a private provider during the two years following annexation, the City is not required to provide solid waste collection services to that resident.

B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the 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.
3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate publicly owned land and facilities within the annexation 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. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will inspect the land a minimum of every six (6) weeks and perform maintenance as required which includes but is not limited to mowing and the removal of debris no fewer than six (6) times a 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. If the City establishes a city-wide maintenance plan after the establishment of this service plan the city-wide service plan will replace the maintenance plan established in this service plan.

C. Development Regulation. The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after 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 residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

- A. Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance with applicable ordinances and regulations of the City. Landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area except as provided below for water and wastewater service.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City or another utility, the City will extend water and wastewater service to such areas in accordance with the City's service extension policy as stated below, at the appropriate levels considering the topography, land use and population density of the property requesting service. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service under this service plan.

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.

CITY OF PFLUGERVILLE
WATER AND WASTEWATER SERVICE EXTENSION POLICY

A. GENERAL POLICY

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities, and excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
 - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
 - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

B. PROCEDURE

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.
- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.

- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

C. ASSIGNMENT OF COSTS

If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

D. SUBSEQUENT USER FEES

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4). Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.