

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, A TRACT OF LAND TOTALING 15.84-ACRE TRACT OF LAND SITUATED IN THE ZIMPELMAN & BERGEN SURVEY, SECTION NO. 285, ABSTRACT NO. 2370 IN TRAVIS COUNTY, TEXAS, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, GENERALLY LOCATED SOUTHEAST OF CAMERON ROAD & JESSE BOHLS ROAD; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE / DEVELOPMENT RESERVE (A); TO BE KNOWN AS THE MEADOWLARK PRESERVE ANNEXATION; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pflugerville, Texas (the “City”) desires to annex approximately 15.84-acre tract of land situated in the Zimpelman & Bergen Survey, Section No. 285, Abstract No. 2370 of the Real Property Records of Travis County, Texas, more particularly described and depicted in **Exhibit “A,”** with the exhibit being attached hereto and incorporated herein by reference (collectively, the “Property”); and

**WHEREAS**, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, in accordance with Texas Local Government Code, Section 43.0672, the City has negotiated and entered into a written agreement dated July 26, 2023, with the owners of the Property regarding the provision of services to the Property upon annexation, of which the applicable service plan and schedule is attached hereto and incorporated herein as **Exhibit “B,”** and

**WHEREAS**, the City Council provided public notice and held a public hearing on August 22, 2023 for all interested persons to attend and be heard in accordance with Texas Local Government Code § 43.0673; and

**WHEREAS**, the City has complied with all conditions precedent established under the Texas Local Government Code necessary to take this action annexing the Property.

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

**Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2.** The Property, lying outside of, but adjacent to and adjoining the City, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City except as otherwise provided for in the attached Exhibit B.

**Section 3.** The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.

**Section 4.** The Property shall be temporarily zoned Agriculture / Development Reserve (A).

**Section 5.** The service plan attached as **Exhibit “B”** is approved, and municipal services shall be provided to the Property in accordance therewith.

**Section 6.** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City’s Corporate Limits and 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 7.** If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Council that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

**Section 8.** This Ordinance will take effect upon its adoption by the City Council in accordance with the provisions of Section 3.15(d) of the City Charter.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF PFLUGERVILLE, TEXAS

By: \_\_\_\_\_  
Victor Gonzales, Mayor

ATTEST:

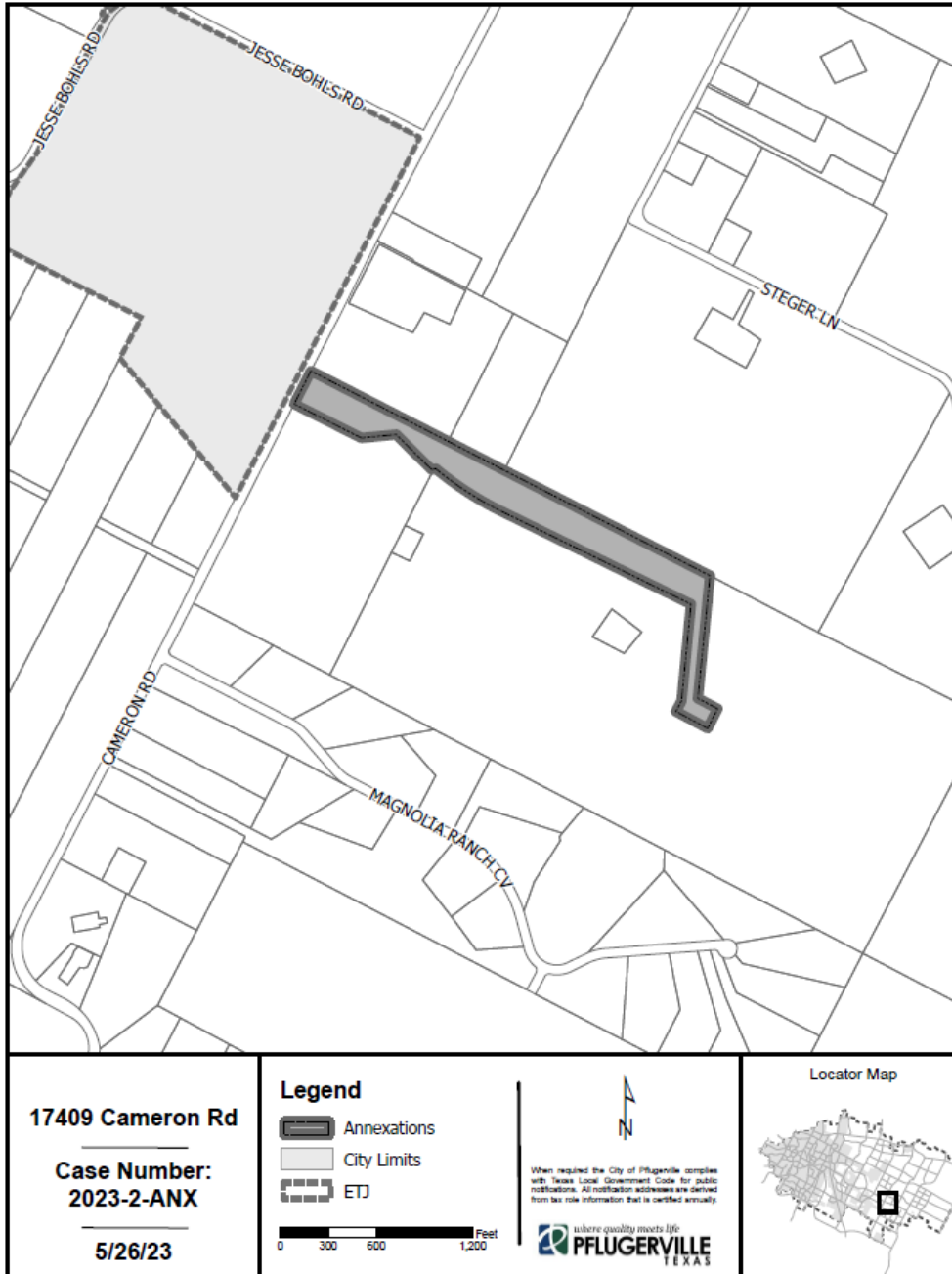
\_\_\_\_\_  
Karen Thompson, City Secretary  
APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech, City Attorney  
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

# EXHIBIT "A"

## PROPERTY DESCRIPTION

Tract of land totaling approximately 15.84-acre tract of land situated in the Zimpelman & Bergen Survey, Section No. 285, Abstract No. 2370, of the Real Property Records of Travis County, Texas.



FIELD NOTES  
FOR ANNEXATION

A 15.84 ACRE TRACT OF LAND, SITUATED IN THE ZIMPELMAN & BERGEN SURVEY, SECTION NO. 285, ABSTRACT NO. 2370 IN TRAVIS COUNTY, TEXAS, BEING OUT OF A CALLED 176.66 ACRE TRACT CONVEYED TO CHARLES & GLORIA KUEMPEL, RECORDED IN VOLUME 9692, PAGE 499 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. SAID 15.84 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS DERIVED FROM SAID DOCUMENT OF RECORD.

**BEGINNING** on a point in the east right-of-way line of Cameron Road, a variable width right-of-way, said point being the ostensible northwest corner of said 176.66-acre tract, same being the ostensible southwest corner of a called 19.77-acre tract conveyed to St. John's Evangelical and Reformed Church of Richland, recorded in Volume 1531, Page 333 of the Deed Records of Travis County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE S 62°51'24" E**, departing the east right-of-way line of said Cameron Road, with the north boundary line of said 176.66-acre tract, same being the south boundary line of said 19.77-acre tract, a distance of **960.38 feet** to a calculated point in the north boundary line of said 176.66-acre tract, said point being a calculated point for the southeast corner of said 19.77-acre tract, same being a calculated point for the southwest corner of a called 8.127-acre tract (Tract III), conveyed to Marcy D. Voss, recorded in Document No. 2022019789 of the Official Public Records of Travis County, Texas for an angle point hereof;

**THENCE S 62°44'06" E**, continuing with the north boundary line of said 176.66-acre tract, same being the south boundary line of said 8.127-acre tract, a distance of **394.05 feet** to a calculated point in the north boundary line of said 176.66-acre tract, said calculated point being the southeast corner of said 8.127-acre tract, same being a calculated point for the southwest corner of a called 90-acre tract conveyed to Rodney & Michelle Schmidt, recorded in Volume 12153, Page 1637 of the Real Property Records of Travis County, Texas for an angle point hereof;

**THENCE S 62°54'54" E**, continuing with the north boundary line of said 176.66-acre tract, same being the south boundary line of said 90-acre tract, a distance of **1439.54 feet** to a calculated point for the northernmost northeast corner hereof;

**THENCE** departing the south boundary line of said 90-acre tract, through the interior of said 176.66-acre tract the following twelve (12) courses and distances:

1. **S 05°38'36" W**, a distance of **768.29 feet** to a calculated angle point hereof,
2. **S 62°44'33" E**, a distance of **139.10 feet** to a calculated point for the easternmost northeast corner hereof,
3. **S 26°50'49" W**, a distance of **137.98 feet** to a calculated point for the southeast corner hereof,

4. **N 61°43'41" W**, a distance of **225.05 feet** to a calculated point for the southernmost southwest corner hereof,
5. **N 28°26'03" E**, a distance of **73.08 feet** to a calculated angle point hereof,
6. **N 05°37'53" E**, a distance of **605.14 feet** to a calculated angle point hereof,
7. **N 63°54'55" W**, a distance of **1307.34 feet** to a calculated point of curvature hereof,
8. along the arc of a curve to the right, having a **radius of 2102.50 feet**, a **central angle of 13°30'48"**, a **chord bearing and distance of N 57°09'31" W, 494.73 feet** for an **arc length of 495.88 feet** to a calculated point of tangency hereof,
9. **S 77°26'19" W**, a distance of **26.81 feet** to a calculated angle point hereof,
10. **N 45°09'00" W**, a distance of **310.78 feet** to a calculated angle point hereof,
11. **S 84°18'55" W**, a distance of **219.52 feet** to a calculated angle point hereof, and
12. **N 63°07'38" W**, a distance of **468.20 feet** to a calculated point in the east right-of-way line of said Cameron Road for the westernmost southwest corner hereof,

**THENCE N 26°48'09" E**, with the east right-of-way line of said Cameron Road, same being the west boundary line of said 176.66-acre tract, a distance of **230.84 feet** to the **POINT OF BEGINNING** hereof and containing 15.84 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 51260-02 by Pape-Dawson Engineers, Inc. This field note description and accompanying exhibit were determined using record information, an on-the-ground survey was not performed. This information is not to be used for the conveyance of ownership.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 11, 2023  
JOB No.: 51094-00  
DOC.ID.: H:\Survey\CIVIL\51260-02\Exhibits\  
Word\FN51260-02\_AnnexTract.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



EXHIBIT "B"

SERVICE PLAN AGREEMENT FOR PROPERTY ANNEXED

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF PFLUGERVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A POST-ANNEXATION PROVISION OF SERVICES AGREEMENT WITH GLORIA KUEMPEL PROVIDING THAT UPON ANNEXATION THE CITY WILL PROVIDE CERTAIN CITY SERVICES TO A TRACT OF LAND TOTALING APPROXIMATELY 15.84 ACRES OF LAND, SITUATED IN THE ZIMPLEMAN & BERGEN SURVEY, SECTION NO. 285, ABSTRACT NO. 2370 IN TRAVIS COUNTY, TEXAS, WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION.**

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex property on the request of all property owners in an area; and

WHEREAS, pursuant to Texas Local Government Code Section 43.0672, the City must first negotiate and enter into a written agreement with the owners of land in the area for the provision of City services; and

WHEREAS, pursuant to the City Charter, Section 4.01 (c) 10, the City Manager may, if authorized by the City Council, sign any contract, conveyance or other document; and

WHEREAS, Gloria Kuempel, an individual, (the "Landowner") submitted a voluntary petition for annexation to the City on May 15, 2023 for a tract of land totaling approximately 15.84 acres, more or less, situated in the Zimpleman & Bergen Survey, Section No. 285, Abstract No. 2370, Travis County, Texas, within the City's extraterritorial jurisdiction (the "Area"); and

WHEREAS, the City has negotiated a services agreement for the provision of certain services to the Area (the "Agreement") with Landowner; and

WHEREAS, the City Council of the City of Pflugerville has determined that the Agreement is fair and constitutes the services the City is able and willing to provide upon annexation of the area as negotiated with the Landowner and that it is necessary to enter into a post-annexation provision of services agreement pursuant to State law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

**Section 1.**

That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

**Section 2.**

That the City Council of the City of Pflugerville, Texas hereby authorizes and directs the City Manager to execute a post-annexation provision of services agreement, and initiate

annexation proceedings, with Gloria Kuempel("Landowner")., in substantially the form as the agreement attached hereto as Exhibit A.

**Section 3.**

That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED this \_\_\_\_ day of July, 2023.

CITY OF PFLUGERVILLE, TEXAS

By: \_\_\_\_\_  
Victor Gonzales, Mayor

ATTEST:

\_\_\_\_\_  
Trista Evans, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Zech, City Attorney  
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.



**Exhibit A**  
**Post-Annexation Services Agreement**

# **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 Gloria Kuempel, an individual, (“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 15.84 acre tract of land, situated in the Zimpelman & Bergen Survey, Section No. 285, Abstract No. 2370 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:

I.

A. Police Protection. 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.

B. Emergency Medical Service.

1. The City shall provide Emergency Medical First Responder Services and Emergency Transport Services to the annexed area at the same or similar level of service as other areas of the City, with like topography, land use and population density as those found within the Annexed Area. If the City ceases to provide Emergency Medical First Responder Services or Emergency Transport Services as a service to the City as a whole, the City shall have no obligation to provide those services to the Annexed Area.

## 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. Upon the effective date of annexation, routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area in a similar manner as other areas of the City, with like topography, land use and population density as those found within the annexed area:

1. **Water and wastewater facilities** that are not within the retail service area of another water or wastewater utility.

2. **Dedicated City Public streets and right-of-ways.** 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. **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 entity. .

### III.

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. **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 \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF PFLUGERVILLE**

**ATTEST:**

by: \_\_\_\_\_  
Sereniah Breland, City Manager

by: \_\_\_\_\_  
Trista Evans, City Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles E. Zech, City Attorney  
Denton, Navarro, Rocha, Bernal & Zech, P.C.

**PROPERTY OWNER(S):**

Gloria Kuempel

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY/ANNEXED AREA**