

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

**AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, GRANTING A PETITION BY PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT FOR VOLUNTARY ANNEXATION AND ANNEXING, FOR FULL PURPOSES, AN APPROXIMATELY 4.79 ACRE TRACT OF LAND SITUATED IN THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT NO. 802 AND BEING OUT OF A 149.96 ACRE TRACT DESCRIBED IN VOLUME 4232 PAGE 2153 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE-CONSERVATION; 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, pursuant to Section 43.028 of the Local Government Code, the City of Pflugerville (City) received a petition from Pflugerville Independent School District (Petition) on March 11, 2016, and under this section of the Local Government Code, the City is required to either grant or refuse the Petition ; and

WHEREAS, the annexation area is approximately 4.79 acres of land, more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by reference (Land). As required by Section 43.028(a) of the Local Government Code, the Land is one-half mile or less in width, is contiguous to the City’s boundaries, and is vacant and without residents; and

WHEREAS, the City has complied with all conditions precedent necessary to take this action; and

WHEREAS, the City Council considers granting the Petition to be in the best interest of the City and grants the Petition; 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 and findings of fact.

**Section 2.** The City Council hereby grants the Pflugerville Independent School District’s Petition and annexes the Land into the City.

**Section 3.** The City Council finds annexation of the Land to be in the public interest due to the Land providing enhancements and greater public access, additional right-of-way, and promotes public growth of the Land and surrounding areas. The City’s boundaries 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 4.** The Tract shall be zoned Agriculture-Conservation (A) and ultimately be used for public right-of-way purposes in accordance with the approved preliminary plan.

**Section 5.** The service plan attached as **Exhibit “B”** is approved, and the City’s municipal services shall be extended to the Land in accordance therewith.

**Section 6.** The City Secretary is directed to file a certified copy of this ordinance and a copy or duplicate of the Petition in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

**Section 7.** This ordinance will take effect upon its adoption by the City Council.

**Section 8.** 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 \_\_\_\_\_ 2016.

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, P.C.

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROPERTY**

DESCRIPTION OF A STRIP OF LAND CONTAINING 4.79 ACRES (208,728 SQUARE FEET) SITUATED IN THE JOSEPH WEIHL SURVEY NO. 8, ABSTRACT NO. 802, IN TRAVIS COUNTY, TEXAS. AND BEING OUT OF A 149.96 ACRE TRACT. SAID 149.96 ACRE TRACT BEING THE REMAINDER OF AN ORIGINAL 172.85 ACRE TRACT DESCRIBED IN VOLUME 4232 PAGE 2153 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS FROM WHICH 172.85 ACRE TRACT, A 4 ACRE TRACT AND A 16 ACRE TRACT WERE TAKEN OUT OF THE ORIGINAL 172.85 ACRE TRACT, RESULTING IN THE 149.96 ACRE TRACT HEREIN DESCRIBED. THE 4 ACRE TRACT IS AS RECORDED IN VOLUME 4656, PAGE 1010 AND THE 16 ACRE TRACT IS AS RECORDED IN VOLUME 4727, PAGE 383.

A 99/100 UNDIVIDED INTEREST ON THE SAID 149.96 ACRE TRACT WAS CONVEYED IN 2004 TO TIMMERMAN FARMS LTD. IN DOCUMENT NUMBER 2004240368 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND A 1/100 UNDIVIDED INTEREST WAS CONVEYED IN THE SAME YEAR TO TIMMERMAN FARMS LTD. IN DOCUMENT NUMBER 2004240373 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AN UNDIVIDED 7.4% INTEREST ON THE SAID 149.96 ACRE TRACT WAS CONVEYED IN 2014 TO CHERYL TIMMERMAN GREINER RECORDED IN DOCUMENT NUMBER 2014151492 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY TEXAS.

**BEGINNING** at an iron rod found for the south west corner of said 149.96 acre tract, same being the north west corner of Tract 2, a 1.893 acre tract conveyed to Sivaramakrishnan Venkatraman and recorded in Document Number 2013093529 of the Official Public Records of Travis County, Texas and being a point on the east Right of Way line of Weiss Lane,

THENCE, N 27° 33' 41" E 80.00 feet following west line of said 149.96 acre tract same being the east Right of Way line of Weiss Lane to a point,

THENCE, S 62° 26' 32" E 2,609.09 feet leaving the west line and crossing said 149.96 acre to a point on the east line of said 149.96 acre tract same being the west line of a 31.782 acre tract conveyed to 130 Cactus Investments, LP recorded in Document Number 2008121344 of the Official Public Records of Travis County, Texas,

THENCE, S 27° 32' 22" W 80.00 feet following the east line of said 149.96 acre tract same being the west line of said 31.782 acre tract to an iron pipe found for

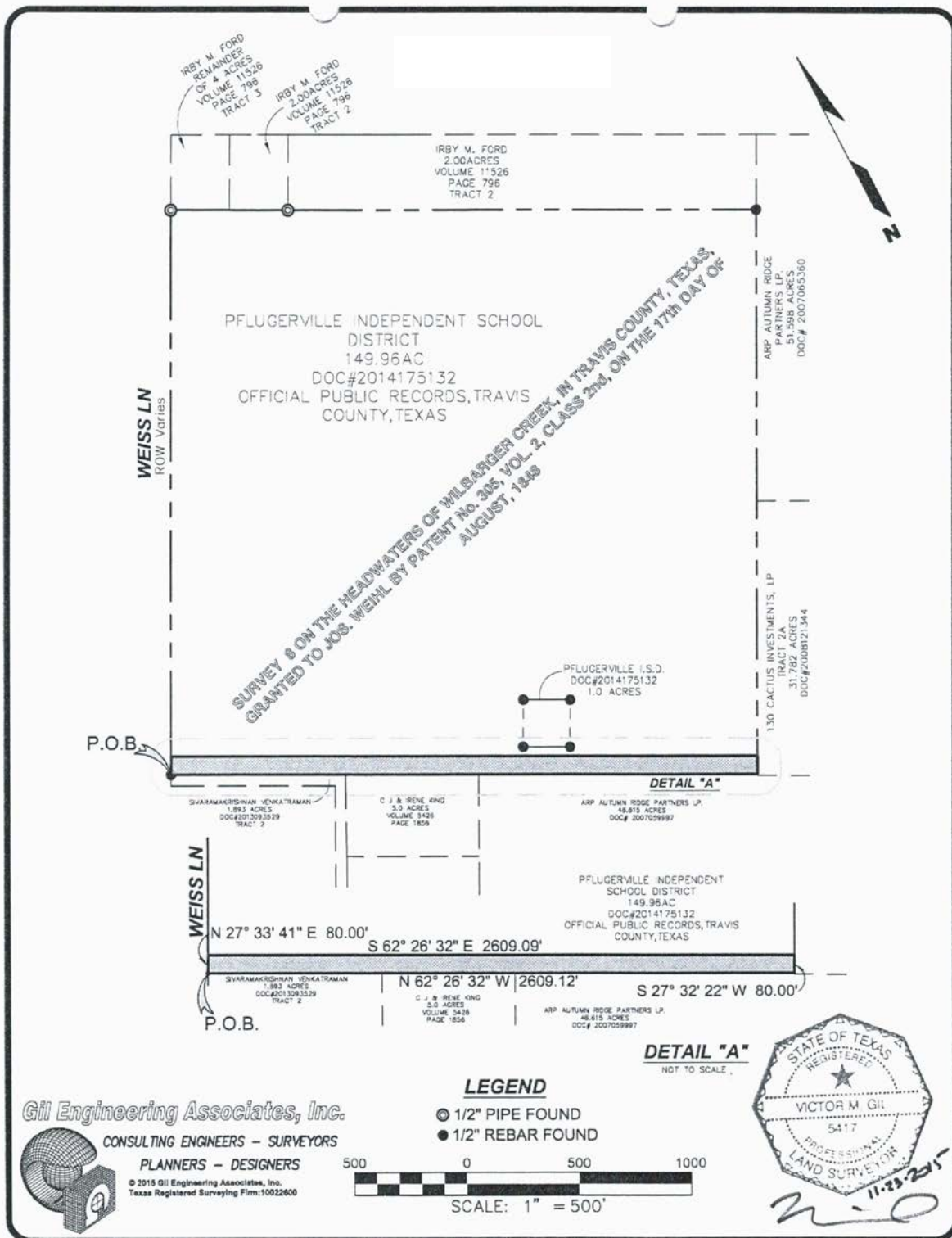
the south east corner of said 149.96 acre tract same being the south west corner of said 31.782 acre tract and being a point on the north line of a 46.615 acre tract conveyed to ARP Autumn Ridge Partners LP recorded in Document Number 2007059997 of the Official Public Records of Travis County, Texas,

THENCE, leaving the east line of said 149.96 acre tract same being the west line of said 31.782 acre tract, N 62° 26' 32" W 1,831.27 passing an iron rod found for the north west corner of a 5.0 acre tract conveyed to CJ & Irene King recorded in Volume 5426 Page 1856 of the Deed Records of Travis County, Texas, in all 2,609.12 feet to the **POINT OF BEGINNING** and containing 4.79 acres more or less.

That I, Victor M. Gil, a Registered Professional Land Surveyor, do hereby state that the description provided hereon is true and correct to the best of my knowledge.

  
Victor M. Gil R.P.L.S No. 5417





## **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.