

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, AN APPROXIMATELY 97.5-ACRE TRACT OF LAND SITUATED IN THE ANDREW AUSTIN 960 ACRE SURVEY NO. 19, ABSTRACT NO. 38 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY; 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 97.5 acres of land, more particularly described and depicted in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, pursuant to Chapter 43, Subchapter B, of the Texas Local Government Code, the annexation area is contiguous to the City, vacant, and without residents; and

WHEREAS, the City Council approved a resolution on April 26, 2016 approving the schedule for annexation of the Property; and

WHEREAS, the City Council held public hearings on June 14, 2016 and June 28, 2016 for all interested persons to attend; and

WHEREAS, the City has complied with all conditions precedent necessary to take this action, has properly noticed and conducted all public hearings and public meetings pursuant to the Texas Local Government Code and Texas Government Code, as applicable.

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 is hereby annexed to 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 bound by the acts, ordinances, resolutions, and regulations of the City.

Section 3. 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 4. The Property shall be zoned Agriculture-Conservation (A) and is currently used for public use purposes.

Section 5. The service plan attached as **Exhibit “B”** is approved, and 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 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 in accordance with the provisions of Section 3.15(d) of the City Charter.

Section 8. The City Council intends to annex the Property described in this Ordinance; but if there is included within the description of the Property annexed by this Ordinance any lands or area that may not be annexed by the City for any reason, including right-of-way owned or maintained by Travis County, Texas ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the Property annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Property was annexed to the City of Pflugerville.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Jeff Coleman, Mayor

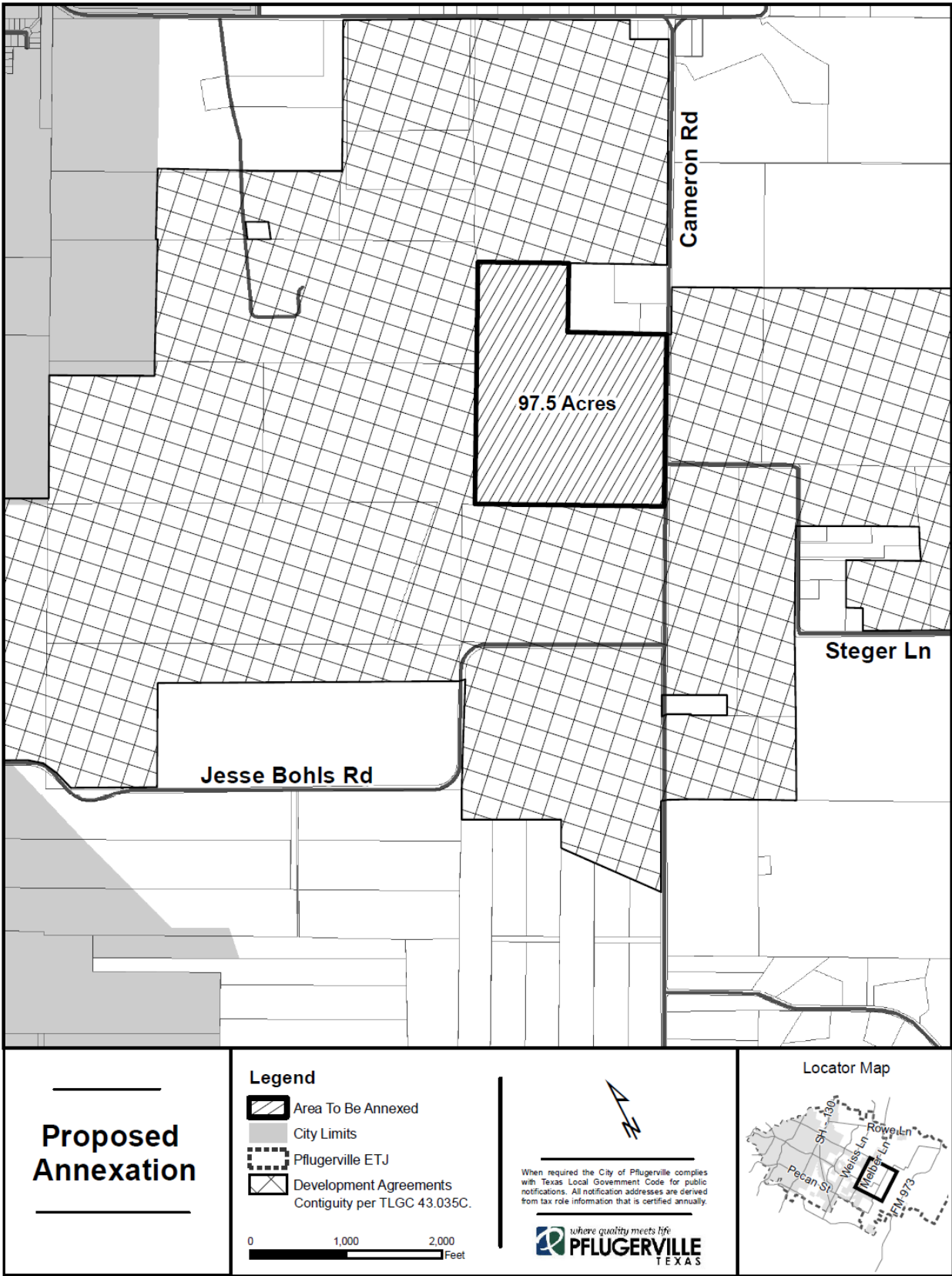
ATTEST:

Karen Thompson, City Secretary

APPROVED AS TO FORM:

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

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY



Property (including improvements):

Being a portion of the Andrew Austin 960 acre survey, located in Travis County, Texas and being the same property conveyed to Floyd O. Fuchs by Warranty Deed recorded in Volume 9511, Page 100 of the Real Property Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Save and Except those certain 0.16 acres and 0.7 acres conveyed for right-of-way purposes by Deed recorded in Volume 380, Page 1 and Volume 373, Page 399 both of the Real Property Records of Travis County, Texas.

Further Save and Except those certain 5.0 acre and 10.0 acre tracts conveyed to Travis County Emergency Services District 2 by Deeds recorded in Volume 12547, Page 1561 and Document No. 2003280353 of the Real Property Records of Travis County, Texas.

**Exhibit A
Metes and Bounds Description**

Being all that certain tract or parcel of land situated in the Andrew Austin 960 acre survey in Travis County, Texas, and being described by metes and bounds as follows:

BEGINNING at a stake on the E. line of the Andrew Austin Survey, 909 varas from the N.E. corner of same;

THENCE N. 60 deg. W. 711-1/2 varas to a stake on W. line of said 229 acre tract for corner;

THENCE S. 30 deg. W. 909 varas to the S.W. corner of said 229 acre tract for corner;

THENCE S. 60 deg. E. 711-1/2 varas to the S.E. corner of the original tract;

THENCE N. 30 deg. E. 909 varas to the PLACE OF BEGINNING, to contain 112-1/2 acres of land and no more; there being excepted from this conveyance, and reserved by the W. A. Marwitz and wife certain two acres of land contained in the above described 114-1/2 acre tract, said two acres being described as follows, to-wit:

Being that certain (1) acre tract conveyed by W. A. Marwitz and wife to the "Germania Verein" Club and that certain one acre of land adjoining said "Germania Verien" Club one acre on the south side thereof, and having for its North line the south line of said "Germania Verien" Club one acre; being the property conveyed by Herbert Gebert and wife, Marie Gebert by deed dated March 16, 1954, recorded in Book No. 1440, Page 259-261 of the Deed Records of Travis County, Texas.

Save and Except 0.16 and 0.7 acres conveyed for right-of-way purposes by Deed recorded in Volume 380, Page 1 and Volume 373, Page 399 of the Real Property Records of Travis County, Texas.

Save and Except the following 5 acre tract as described in Volume 12457, Page 1561 of the Real Property Records of Travis County, Texas

DESCRIPTION OF 5.00 ACRES, MORE OR LESS, OF LAND AREA, IN THE ANDREW AUSTIN 960 ACRE SURVEY, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 112-1/2 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED DECEMBER 23, 1985 FROM WILFRED A. FUCHS, TO FLOYD O. FUCHS, AS RECORDED IN VOLUME 9511, PAGE 100, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found in the northwest line of Cameron Road, for the east corner of the aforementioned Fuchs Tract, same being the south corner of that 114.63 acre tract of land described in a deed dated April 21, 1972 from Elizabeth White, to Wilbert E. Witte, et ux, as recorded in Volume 4339, Page 1536, Deed Records of Travis County, Texas, and being the east corner of the herein described tract of land;


THENCE leaving the PLACE OF BEGINNING and the aforementioned Witte Tract, with the common line of Cameron Road and the Fuchs Tract, S 31° 08'W 403.46 feet to the east corner, as referenced by an iron rod set, of those 2-1 acre tracts of land conveyed in a deed dated October 1, 1951 from Ewald Weiss, to the Richland Community Club, as recorded in Volume 1205, Page 510, same being an exterior corner of the Fuchs Tract, and being the south corner of the herein described tract of land;

THENCE leaving Cameron Road, with the common line of the Fuchs Tract and the Richland Community Club Tract, N 58°52'W 268.06 feet to the north corner, as referenced by an iron rod set, of the Richland Community Club Tract, same being an interior corner of the Fuchs Tract;

THENCE leaving the Richland Community Club Tract, and crossing the Fuchs Tract, the following two (2) courses:

1. N 58°52'W 275.62 feet to an iron rod set for the west corner of the herein described tract of land; and
2. N 31°08'E 397.74 feet to an iron rod set in the northeast line of the Fuchs Tract, same being the southwest corner of the Witte Tract, for the north corner of the herein described tract of land;

THENCE with the common line of the Fuchs Tract and the Witte Tract, S 59°28'E 543.71 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 5.00 acres, more or less, of land area, as described from record information and measurements made on the ground on September 19, 1995 by McMinn Land Surveying Company of Austin, Texas.



Save and Except the following 10 acres as described in Document Number 2003280353 of the Real Property Records of Travis County, Texas.

DESCRIPTION OF 10.00 ACRES, MORE OR LESS, OF LAND AREA, IN THE ANDREW AUSTIN 960 ACRE SURVEY, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 112-1/2 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED DECEMBER 23, 1985 FROM WILFRED A. FUCHS, TO FLOYD O. FUCHS, AS RECORDED IN VOLUME 9511, PAGE 100, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron pipe found in the northwest line of Cameron Road, for the east corner of the aforementioned Fuchs Tract, also being the east corner of that portion of said Fuchs Tract described in a deed from Floyd O. Fuchs, to Travis County Emergency Service District No. 2, as recorded in Volume 12547, Page 1561, Real Property Records of Travis County, Texas, same being the south corner of that 114.63 acre tract of land described in a deed dated April 21, 1972 from Elizabeth Witte, to Wilbert E. Witte, et ux, as recorded in Volume 4339, Page 1536, Deed Records of Travis County, Texas, and being the east corner of the herein described tract of land; THENCE leaving the PLACE OF COMMENCEMENT and said Cameron Road, with the common line of the Fuchs Tract and the aforementioned Witte Tract, same being the line of the Travis County Emergency Service District No. 2 Tract, N 59°28'W 543.71 feet to a 1/2" iron rod found for the north corner of the Travis County Emergency Service District No. 2 Tract, same being the northerly east corner of the herein described tract of land;

THENCE leaving the Witte Tract, and crossing the Fuchs Tract, with the line of the Travis County Emergency Service District No. 2 Tract, the following two (2) courses:

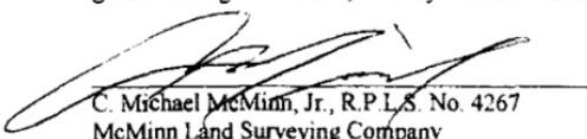
1. S 31°08'W 397.74 feet to a 1/2" iron rod found for the west corner of the Travis County Emergency Service District No. 2 Tract, same being an interior corner of the herein described tract of land; and
2. S 58°52'E 275.62 feet to a 1/2" iron rod found for the apparent north corner of those 2- 1 acre tracts of land conveyed in a deed dated October 1, 1951 from Ewald Weiss, to the Richland Community Club, as recorded in Volume 1205, Page 510, same being an interior corner of the Fuchs Tract, and being the southerly east corner of the herein described tract of land;

THENCE leaving the Travis County Emergency Service District No. 2 Tract, with the common line of the Fuchs Tract and the Richland Community Club Tract, S 31°08'W 325.00 feet to a 1/2" iron rod set for the apparent west corner of the Richland Community Club Tract, same being an interior corner of the Fuchs Tract, and being the south corner of the herein described tract of land;

THENCE leaving the Richland Community Club Tract, and crossing the Fuchs Tract, the following two (2) courses:

1. N 58°52'W 756.06 feet to an iron rod set for the west corner of the herein described tract of land; and
2. N 31°08'E 717.69 feet to an iron rod set in the northeast line of the Fuchs Tract, same being the southwest line of the Witte Tract, for the north corner of the herein described tract of land;

THENCE with the common line of the Fuchs Tract and the Witte Tract, S 59°28'E 480.47 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 10.00 acres, more or less, of land area, as described from record information and measurements made on the ground during November, 2003 by McMinn Land Surveying Company of Austin, Texas.



C. Michael McMinn, Jr., R.P.L.S. No. 4267
McMinn Land Surveying Company
P.O. Box 27695
Austin, Texas 78755
(512) 343-1970

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 Ordinance (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, and bulky item collection. 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 and perform maintenance within improved channels and drainage facilities as required which includes but is not limited to mowing and the removal of debris. 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 and regulations.

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.
- 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.