

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, GRANTING A PETITION FOR VOLUNTARY ANNEXATION AND ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 4.819 ACRES OF LAND ADJACENT TO THE CITY LIMITS OF THE CITY OF PFLUGERVILLE, TEXAS, GENERALLY LOCATED NORTH OF MEISTER LANE AND SOUTH OF SH 45 (LOUIS HENNA BOULEVARD), BEING A TRACT OF LAND OUT OF THE WILLIAM BARKER SURVEY NO. 74, ABSTRACT NO. 107, IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE. (ANX1608-01)

WHEREAS, the City of Pflugerville, Texas (the “City”) desires to annex approximately 4.819 acres of land out of the William Barker Survey No. 74, Abstract No. 107, in Williamson and Travis Counties, Texas, more particularly depicted and described in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”); and

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

WHEREAS, the City Council of the City has granted an annexation petition submitted to the City (**Exhibit “C”**);

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 Property to be in the public interest due to the promotion of economic growth of the Property and surrounding areas.

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

Section 5. The Service Plan attached as **Exhibit “B”** is approved, and municipal services shall be extended to the Property 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 annexes 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.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Jeff Coleman, Mayor

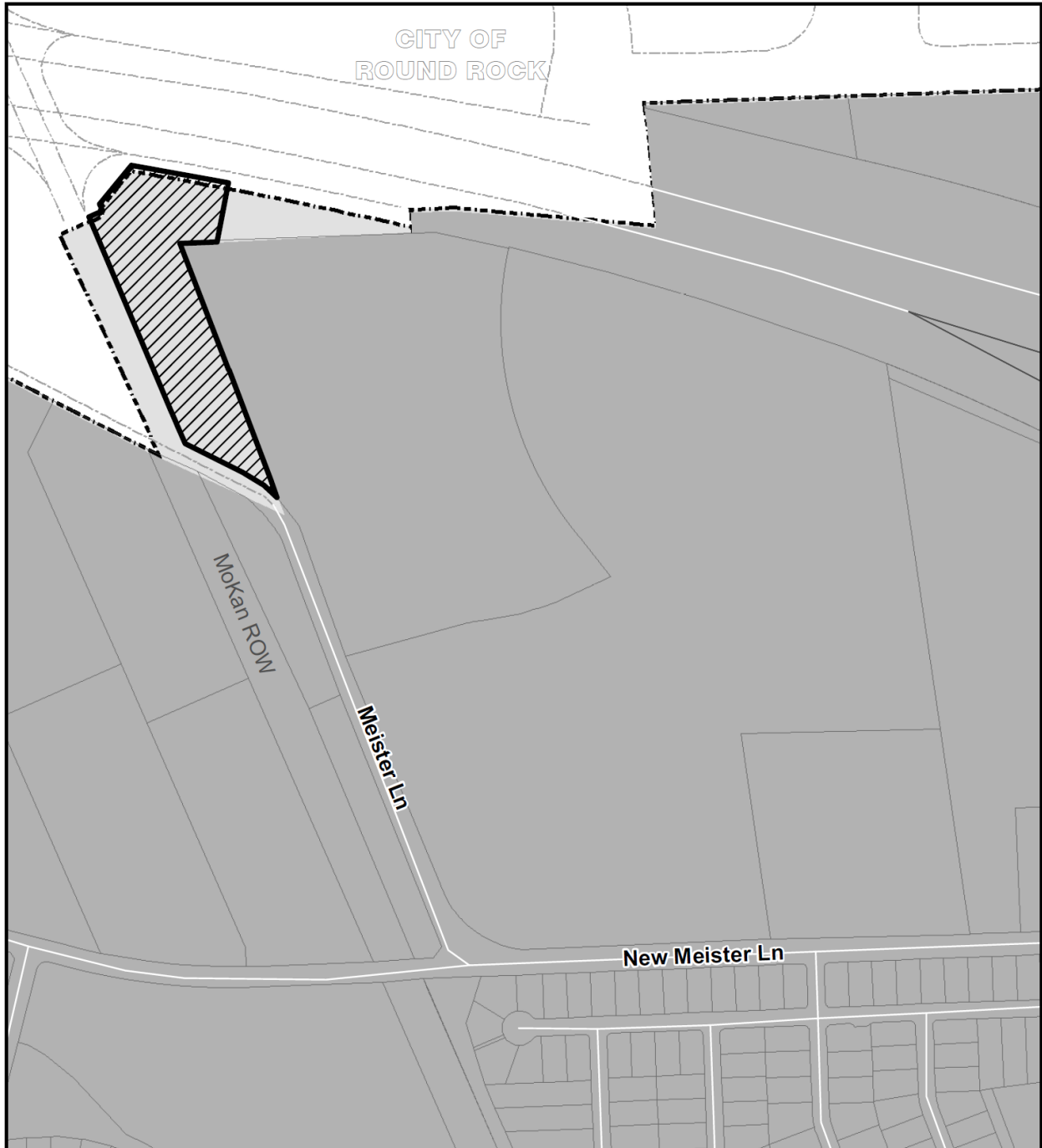
ATTEST:

Karen Thompson, City Secretary

APPROVED AS TO FORM:

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




EXHIBIT "A"



**LOUIS HENNA
ANNEXATION**

ANX1608-01

Legend

-  Annexation Area
-  City Limits
-  ETJ

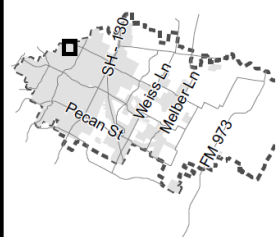
0 250 500
Feet



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information provided. For additional information please call the City's Geographic Information Services Division at (512) 960-0500 or visit the City's website at www.pflugerville.gov.



Locator Map



LEGAL DESCRIPTION

BEING a 4.819 acre tract of land out of the William Barker Survey No. 74, Abstract No. 107, Williamson County and Travis County, Texas and being a portion of the 5.93 acre tract of land described in the Substitute Trustee's Deed to Independent Bank recorded in Document No. 2008011213 of the Official Public Records of Williamson County, Texas, save and except that 1.11 acre tract described in the Warranty Deed to Jim Boles recorded in Document No. 2012046041 of the Official Public Records of Williamson County, Texas, said 4.819 acre tract being more particularly described as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a ½" iron rod found in the northeasterly right-of-way line of Meister Lane (a variable width right-of-way) and in the easterly line of an abandoned portion of the M.K. & T. Railroad right-of-way described in Volume 11339, Page 2005 of the Real Property Records of Travis County, Texas, also being the southwest corner of the said 5.93 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE with the easterly line of said M.K. & T. Railroad tract and the westerly line of said 5.93 acre tract, N23°48'05"W a distance of 703.51 feet to a TxDOT concrete monument found in the southerly right-of-way line of State Highway No. 45 for the northwest corner of this tract;

THENCE with the southerly right-of-way line of said State Highway No. 45 and the northerly line of said 5.93 acre tract, the following:

N66°11'06"E a distance of 44.09 feet to a TxDOT concrete monument found for corner;

N22°52'29"W a distance of 19.91 feet to a TxDOT concrete monument found for corner;

N38°49'53"E a distance of 144.81 feet to a TxDOT concrete monument found for the beginning of a non-tangent curve to the right;

Southeasterly with said curve to the right having a radius of 16987.23 feet, an arc distance of 288.31 feet and a chord bearing S79°45'49"E a distance of 288.31 feet to a ½" iron rod with cap stamped TERRA FIRMA set at the northwest corner of said 1.11 acre tract for the northeast corner of the herein described tract;

THENCE with the westerly line of said 1.11 acre tract, S10°43'47"W a distance of 152.47 feet to a ½" iron rod with cap stamped TERRA FIRMA set at the southwest corner of said 1.11 acre tract and being in the north line of the 21.5410 acre tract of land described in the Substitute Trustee's Deed recorded in Volume 11060, Page 1786 of the Real Property Records of Travis County, Texas;

THENCE with the common line of the said 5.93 acre tract and the 21.5410 acre tract, S87°49'47"W a distance of 111.90 feet to 1" square iron rod found for the northwest corner of said 21.5410 acre tract;

THENCE continuing with said common line, S21°01'46"E a distance of 796.70 feet to a 3/8" iron rod found in the easterly right-of-way line of said Meister Lane for the southeast corner of said 5.93 acre tract and the herein described tract;

THENCE departing said common line with the easterly right-of-way line of said Meister Lane and the southerly line of said remainder tract, the following:

N47°47'05"W a distance of 51.72 feet to a ½" iron rod stamped "Coalter" found at an angle point;

N58°49'10"W a distance of 72.68 feet to a ½" iron rod stamped "CS LTD" found at an angle point;

N63°31'09"W a distance of 188.15 feet to the POINT OF BEGINNING and containing 4.819 acres of land.

I HEREBY CERTIFY that these notes were prepared by Jones|Carter (Terra Firma Land Surveying) from a survey made on the ground on December 12, 2014 and field verified on September 12, 2016.


Gary C. Bowes
Registered Professional Land Surveyor No. 4053


Date

Client: Capital Commercial Investments

Date: September 13, 2016

Job No.: 0A799-0001-01

J:\Projects\A799-Capital Commercial Investments, Inc\001-00 Meister Lane\Survey\Legal
Desc\A753-0001-4.819AC-FN_gcb_9-12-16.doc



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.

EXHIBIT "C"



PETITION FOR ANNEXATION
OF LAND INTO THE CITY OF PFLUGERVILLE

I, CCI-Pflugerville I, LP, owner of the land described below, hereby request annexation of my land into the City of Pflugerville. I understand that my request does not necessarily mean that my land will be annexed, but that the City will consider my request based upon requests received from other land owners and an evaluation of services to be provided.

Name: Paul D. Agarwal (Manager)
(Print)

Address: 800 Brazos Street, Suite 600

City/State/Zip: Austin, Texas 78701

Lot #: _____, Block _____, Plat Name: See attached information
(or attach legal description of property)

Parcel ID: (6 digits) 8 2 0 8 1 8

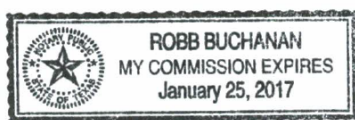
Owner(s) signatures: [Signature]

THE STATE OF TEXAS :
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul D. Agarwal, known to me to be the person(s) whose name is subscribed above.

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO BEFORE ME by said Affiants this 26 day of August, 2016, to certify which witness my hand and seal of office.

(Notary Public Seal, State of Texas)



[Signature]
Notary Public's Signature

My Commission Expires: 1/25/2017