

# **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 Timmerman & Hagn, LTD, (“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 249.55 acres of land situated in the Sefrin Eiselin Survey No. 4, Abstract No. 265, 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, which will be provided at a level consistent with service levels provided to other similarly-situated areas within the City:

I.

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. 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. 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 upon annexation.
  - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon 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 and characteristics. 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.

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. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective 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 or other public owned streets under the ownership and control of another public entity.
  3. **Publicly owned parks, playgrounds, and swimming pools**. The City will maintain and operate City-owned land and facilities within the Annexed 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 not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the 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.
- C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the 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 landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

- A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

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, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

- 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 \_\_\_\_\_ 2019.

**CITY OF PFLUGERVILLE**

**ATTEST:**

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

by: \_\_\_\_\_  
Karen Thompson, City Secretary

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

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

**APPROVED AS TO FORM:**

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

**PROPERTY OWNER(S):**

Timmerman & Hagn, LTD

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

Name (Print): Timothy Timmerman

Title: PRESIDENT OF C.P.

Date: 9/25/19

**EXHIBIT "A"**

**PROPERTY/ANNEXED AREA**





**CITY OF PFLUGERVILLE  
TRAVIS COUNTY, TEXAS  
ANNEXATION PARCEL  
249.55 ACRES  
METES AND BOUNDS DESCRIPTION**

The herein description and accompanying sketch are based on record information of various tract of land located in the Sefrin Eiselin Survey No. 4, Abstract No. 265 in Travis County, Texas and being all or parts of the following tracts:

(1) Timmerman & Hagan, Ltd.	50 acres	Volume 8394, Page 544
(2) Timmerman & Hagan, Ltd.	Tr. 2, 101.72 Acres	Volume 8394, Page 544
(3) Timmerman & Hagan, Ltd.	Tr. 3, 97.5 Acres	Volume 8394, Page 544
(4) Timmerman & Hagan, Ltd.	158.22 Acres	Volume 8394, Page 544
(5) Timmerman & Hagan, Ltd.	74.46 acres	Volume 12720, Page 2014
(6) Timmerman & Hagan, Ltd.	2.954 Acres	Volume 12720, Page 2014
(7) Timmerman & Hagan, Ltd.	0.517 Acres	Doc. No. 2010129655
(8) Timmerman & Hagan, Ltd.	0.517 Acres	Doc. No. 2004241829
(9) Timmerman & Hagan, Ltd.	300.03 Acres	Doc. No. 2004025616
(10) Timmerman & Hagan, Ltd.	236.03 Acres	Doc. No. 2004025617

**BEGINNING:** at a point on the north right-of-way line of Pecan Street, the north line of Annexing Ordinance No. 1123-12-11-27, the Southeastern corner of Bohls Place Section 5 Subdivision in Document No. 199900233, plat records, Travis County, Texas, the Southeastern corner of Annexing Ordinance No. 524-99-01-12, for the Southwestern corner of this herein described tract;

**THENCE:** North 21°53'13" East a distance of 3603.78 feet along the Eastern line of Annexing Ordinance No's 524-99-01-12, 595-00-08-22, 627-01-03-27, 629-01-03-27, and 521-99-01-12, also being the Eastern line of Bohls Place Section 5, Document No. 199900233, Bohls Place Section 6, Document No. 200000367, Bohls Place Section 7, Document No. 200100132, Bohls Place, Section 8, Document No. 200100209 and Bohls, Place Section Four-B & C, Document No. 200000102, the Western line of the said 50 acres and 0.517 Acres in Document No. 2010129655 to a point for the calculated southeastern corner of Annexing Ordinance No. 544-99-05-11;

**THENCE:** North 24°14'11" East a distance of 3124.93 feet along the eastern line of Annexing Ordinance No. 544-99-05-11 across a portion of the said 0.517 acres in Document No. 2004241829, a portion of the said 158.22 acres and a portion of the said 300.03 acres to a point for a corner of Annexing Ordinance No. 768-04-12-28, for the Northernmost corner of this herein described tract;

**THENCE:** Along the Southwestern line of Annexing Ordinance No. 768-04-12-28, a curve to the left having a Delta angle of  $03^{\circ}10'33''$ , a Radius of 12109.16 feet, an Arc length of 671.14 feet and a Chord bearing of South  $06^{\circ}06'47''$  East a distance of 671.14 feet to a point for the Northernmost corner of Annexing Ordinance No. 786-05-05-10, for a corner of this herein described tract;

**THENCE:** with the Southwestern line of Annexing Ordinance No. 786-05-05-10 as follows;

South  $60^{\circ}51'34''$  West a distance of 130.54 feet;  
South  $33^{\circ}16'06''$  West a distance of 182.55 feet;  
South  $45^{\circ}38'56''$  West a distance of 208.89 feet;  
South  $31^{\circ}47'06''$  East a distance of 184.17 feet;  
South  $55^{\circ}17'10''$  East a distance of 162.25 feet;  
South  $09^{\circ}13'34''$  East a distance of 228.08 feet;  
South  $20^{\circ}24'18''$  West a distance of 286.65 feet;  
North  $82^{\circ}44'37''$  West a distance of 272.01 feet;  
South  $58^{\circ}02'32''$  West a distance of 167.84 feet;  
South  $31^{\circ}21'21''$  West a distance of 283.69 feet;  
South  $13^{\circ}06'02''$  East a distance of 204.90 feet;  
South  $85^{\circ}22'27''$  East a distance of 247.67 feet;  
North  $35^{\circ}00'08''$  East a distance of 192.60 feet;  
North  $64^{\circ}50'25''$  East a distance of 96.86 feet;  
South  $47^{\circ}18'45''$  East a distance of 258.08 feet;  
South  $14^{\circ}23'36''$  West a distance of 423.77 feet;  
South  $66^{\circ}41'07''$  West a distance of 362.25 feet;  
South  $08^{\circ}27'41''$  West a distance of 164.44 feet;  
South  $31^{\circ}24'57''$  East a distance of 154.04 feet;  
South  $60^{\circ}21'14''$  East a distance of 256.35 feet;  
North  $62^{\circ}45'24''$  East a distance of 403.17 feet;  
South  $23^{\circ}15'16''$  East a distance of 280.65 feet;  
South  $16^{\circ}11'32''$  West a distance of 263.03 feet;  
South  $62^{\circ}14'07''$  West a distance of 94.03 feet;  
North  $16^{\circ}21'01''$  West a distance of 141.85 feet;  
North  $67^{\circ}10'46''$  West a distance of 78.63 feet;  
South  $36^{\circ}55'28''$  West a distance of 192.68 feet;  
South  $30^{\circ}06'29''$  East a distance of 122.32 feet;  
South  $44^{\circ}06'28''$  West a distance of 165.15 feet;  
South  $07^{\circ}21'30''$  East a distance of 88.08 feet;  
South  $27^{\circ}10'09''$  East a distance of 123.52 feet;  
South  $57^{\circ}01'50''$  East a distance of 131.00 feet;  
South  $03^{\circ}14'50''$  East a distance of 81.81 feet;  
South  $25^{\circ}37'00''$  West a distance of 240.36 feet;  
South  $05^{\circ}12'36''$  East a distance of 94.70 feet;  
South  $39^{\circ}29'44''$  East a distance of 116.77 feet;  
South  $66^{\circ}16'01''$  East a distance of 77.02 feet;

South 31°01'44" East a distance of 54.90 feet;  
South 15°44'01" West a distance of 127.41 feet;  
South 01°03'54" East a distance of 121.08 feet;  
South 03°47'52" East a distance of 205.55 feet;  
South 23°56'34" West a distance of 127.94 feet;  
South 34°09'28" East a distance of 200.91 feet;  
South 51°04'22" East a distance of 62.35 feet;  
North 62°38'58" East a distance of 97.70 feet;  
North 66°24'16" East a distance of 112.25 feet;  
South 58°26'43" East a distance of 243.00 feet;  
North 88°35'32" East a distance of 76.74 feet;  
North 36°46'43" East a distance of 167.86 feet;  
North 61°28'25" East a distance of 139.32 feet;  
South 60°14'18" East a distance of 134.55 feet;

**THENCE:** Continuing along said Annexing Ordinance No. 786-05-05-10, South 02°18'41" West a distance of 86.71 feet to a point on the Eastern line of said Tract 3 – 97.5 acres in Volume 8394, Page 544, the Western line of the remainder of the said 236.03 acre tract in Document No. 2004025617, for the Easternmost Northeastern corner of this herein described tract;

**THENCE:** Departing from Annexing Ordinance No. 786-05-05-10, South 27°41'02" West a distance of 2578.02 feet to a point on the Northern line of Annexing Ordinance No. 1123-12-11-27, for the Southeastern corner of this herein described tract;

**THENCE:** With the Northern line of Annexing Ordinance No. 1123-12-11-27 as follows;

North 52°42'57" West a distance of 800.89 feet  
A curve to the left having Delta angle of 07°18'53", a Radius of 1030.99 feet, an Arc length of 131.62 feet and a Chord bearing of North 55°38'58" West a distance of 131.53 feet;  
North 59°18'24" West a distance of 560.45 feet;  
North 60°19'45" West a distance of 223.78 feet;  
A curve to the left having a Delta angle of 02°37'56", a Radius of 2424.39 feet, an Arc length of 111.38 feet and a Chord bearing of N 61°08'12" West a distance of 111.37 feet;  
North 62°27'10" West a distance of 43.73 feet;  
North 15°50'06" West a distance of 65.54 feet;  
North 62°28'14" West a distance of 90.15 feet;  
South 74°09'54" West a distance of 69.43 feet;  
North 62°27'10" West a distance of 265.85 feet;

**THENCE:** Continuing along the Northern line of Annexing Ordinance No. 1123-12-11-27, North 62°27'10" West a distance of 561.72 feet to the POINT OF BEGINNING and containing 249.55 acres of land.

This Document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real K:\15681\15681-0002-00 Pflugerville E. Commerce Distribution Ce\I Surveying Phase\Documents Created\15681-0002-00 Annexation

property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



9-23-2019

Rex L. Hackett

Date

Registered Professional Land Surveyor No. 5573

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Jones|Carter

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