

ORDINANCE NO. 58-2024

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 1.777 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit "A", incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A," attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City

EXHIBIT A



Enrotec | Hibbs & Todd

**FIELD NOTES
FOR
A 1.777 ACRE ANNEXATION TRACT
TAYLOR COUNTY, TEXAS**

BEING a 1.777 acre annexation tract out of William E. Vaughan Section 104, A-418, Taylor County, Texas, out of a 21.13 acre tract recorded as Correction Instrument Warranty Deed in Document No. 2024-11476, and being more particularly described as follows:

*Basis of Bearings is Grid North, NAD 83 Texas North Central Zone
based on GPS observations*

BEGINNING at a point in the west boundary line of said 21.13 acre tract for the northwest corner of this tract, same point being in the south line of the City Limits per Ordinance No. 53-1980, same point being five hundred feet parallel and perpendicular to the south right of way of FM 707 (a.k.a. Beltway South), where a found 1/2 inch iron rod with plastic cap marked "H&T" at an angle point in the south boundary line of said 21.13 acre tract bears 1285.19' N 71°31'28" W;

THENCE South 89 degrees 11 minutes 12 seconds East, along said south line of City Limits and five hundred feet parallel and perpendicular to the south right of way of FM 707, a distance of 750.58 feet to a point for the northeast corner of this tract, where a found 1/2 inch iron rod with plastic cap marked "H&T" in the south right of way of FM 707 at the northeast corner of said 21.13 acre tract bears 558.57' N 27°17'12" E;

THENCE South 27 degrees 17 minutes 12 seconds West a distance of 230.45 feet to a found 1/2 inch iron rod with plastic cap marked "H&T" for the southern corner of this tract, same being the southern corner of said 21.13 acre tract;

THENCE North 71 degrees 31 minutes 28 seconds West a distance of 679.90 feet to the Point of Beginning containing an area of 1.777 acres. Surveyed in July 2024.



Drew Malcolm Blessing, RPLS No. 7069
Dated: 7/23/2024





Legend

Proposed Annexation

Ablene City Limits

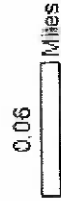


EXHIBIT B

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE
AND WYLIE INDEPENDENT SCHOOL DISTRICT**

This Municipal Services Agreement (“Agreement”) is entered into on this the 10th day of September, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and Wylie Independent School District, (“Owner”). The term “Owner” includes all owners of the Property

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 1.777 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference (“Property”);

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated July 2, 2024;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.
- i. Fire – The City’s Fire Department will provide emergency and fire protection services.
- ii. Police – The City’s Police Department will provide protection and law enforcement services.
- iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.
- iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.
- v. Publicly Owned Parks, Facilities and Buildings.
1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.
 2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.
- vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

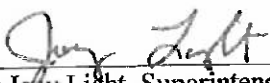
13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

OWNER

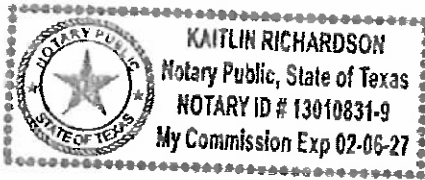
Wylie Independent School District


By: Joey Light, Superintendent

9/10/24
Date

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the 10th day of September, 2024, by
Joey Light, Superintendent, on behalf of Wylie Independent School
District.



[Signature]
Notary Public, State of Texas

CITY OF ABILENE

[Signature]
Robert Hanna, City Manager

Sep 10, 2024
Date

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

[Signature]
City Attorney

Exhibit A



Enprotec | Hibbs & Todd

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Drew Malcolm Blessing, RPLS No. 7069
Dated: 7/23/2024





September 9, 2024

Mr. Joey Light
Superintendent
Wylie Independent School District
6251 Buffalo Gap Road
Abilene, Texas 79606

RE: Non-Annexation Development Agreement City of Abilene and Wylie Independent School District

Dear Mr. Light:

On or about July 2, 2024, you informally requested the annexation of two properties for Wylie's new elementary school into the City of Abilene, Texas. Attached hereto is the legal description of one of the tracts you have provided to the City, totaling 1.777 acres to be annexed into the city limits of the City of Abilene, Texas.

Section 43.016 of the Texas Local Government Code requires the city to offer your client another option. However, you are not required to enter into any development agreement with the city. That section provides that, before the city annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the city shall offer to make a "non-annexation" development agreement with the property owner in lieu of annexation.

The development agreement must provide that the property will retain its extraterritorial status for up to 45 years or until any type of subdivision plat or related development document is filed with the city for the property, whichever occurs first. The agreement must provide that the city may enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber.

During the time the property remains outside the city limits, it is not subject to city property taxes, but also may not receive tax-supported services from the city such as police, fire, and others. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. **If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.**

City Attorney's Office
555 Walnut Street, Suite 208
Abilene, Texas 79601
325.676.6251
ABILENETX.GOV



Please note that a municipality that enters into a development agreement waives immunity from suit for the purpose of adjudicating a claim for breach of the contract, pursuant to Section 212.172 of the Texas Local Government Code.

We have enclosed the Chapter 43 Development Agreement we are offering for your client's consideration. Your client has three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) they may negotiate new language by indicating the words that they wish to change, add, or delete in the agreement; or (3) the owners may decline the offer of this agricultural, wildlife management or timber development agreement.

The Development Agreement must be returned, indicating your choice of one of the three options, on or before October 1, 2024. If you have questions or are unable to return the agreement by that date, please contact Michael Rice, Assistant City Manager. Please consult with your legal counsel as well.

We have also enclosed a proposed Municipal Services Agreement pursuant to Texas Local Government Code Chapter 43, Subchapter C-3, regarding annexation of an area on request of the landowners.. **This agreement outlines the municipal services the City proposes to offer if your client rejects the Development Agreement and would like to proceed with voluntary annexation.**

Annexation at your request will not occur until the City Council approves an agreed upon Municipal Services Agreement, holds a public hearing and adopts an annexation ordinance.

Please let us know if you have any questions or concerns regarding the proposed Municipal Services Agreement and if your client wishes to proceed with annexation.

Sincerely,

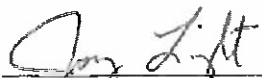


ROBERT HANNA
City Manager, City of Abilene, Texas

Wylie Independent School District hereby requests that the City of Abilene, Texas annex into the city limits the land owned by Wylie Independent School District as described in this letter and attached hereto. Wylie Independent School District hereby declines any Developer "Non-Annexation" Wildlife Management or Timber Development Agreement pursuant to Section 43.016 of the Texas Local Government Code

Date: _____, 2024

Wylie Independent School District

By: 
Joey Light

Superintendent

of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

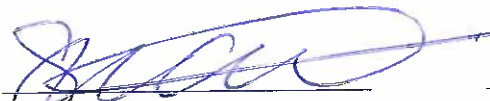
PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit "B" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 7th day of November, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 3rd day of November, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 21st day of November, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 21st day of November, 2024.

ATTEST:




City Secretary



Mayor

APPROVED:



City Attorney

