

ORDINANCE NO. 14-2022

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 71.88 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 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.

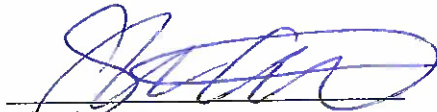
PART 4. That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.

PASSED ON FIRST READING the 24th day of March, 2022.

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 17th day of April, 2022, the same being on or after the 20th day but before the 10th day before the public hearing being held at the Abilene Public Library, South Branch, in Abilene, Texas, on the 28th day of April, 2022, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of April, 2022.

ATTEST:

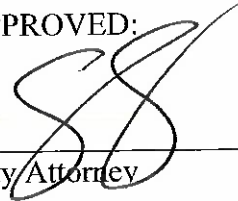


City Secretary



Mayor

APPROVED:



City Attorney



EXHIBIT A

FIELD NOTES

71.88 ACRES

BEING 71.88 acres out of the South 1/2 of Section 77, Block 14, T. & P. RR. Company Surveys, Jones County, Texas, said 71.88 acres being part of a 72.5 acre tract recorded in Instrument No. 213640, Official Public Records, Jones County, Texas and being more particularly described as follows:

BEGINNING at a point on the north side of Jones County Road No. 306 on the EBL of said 72.5 acre tract for the southeast corner of this tract, from whence the southeast corner of said 72.5 acre tract bears S0°33'16"W 30.0 feet;

THENCE N89°26'44"W 882.75 feet along the north side of Jones County Road No. 306 to a point on the WBL of said 72.5 acre tract for the southwest corner of this tract;

THENCE N0°37'29"E 993.04 feet to a 1/2" rebar found for an interior corner of this tract;

THENCE S 88°33'29" W a distance of 756.20' to a 1/2" rebar found;

THENCE with the WBL of said 72.5 acre tract to 1/2" rebars found as follows:

N16°45'36"W 40.55 feet;

N01°31'50"W 60.95 feet;

N36°54'24"E 125.79 feet;

N02°58'07"W 149.03 feet;

N16°58'14"W 144.07 feet;

N 32°02'19"W 168.74 feet;

N46°16'52"W 127.27 feet;

N03°19'28"W 28.94 feet;

N11°22'38"E 81.58 feet;

S73°37'08"E 21.93 feet;

N89°50'25"E 110.93 feet;

N08°09'28"E 88.87 feet;

THENCE N34°35'12"E 630.83 feet to a 1/2" rebar found at the northwest corner of said 72.5 acre tract for the northwest corner of this tract;

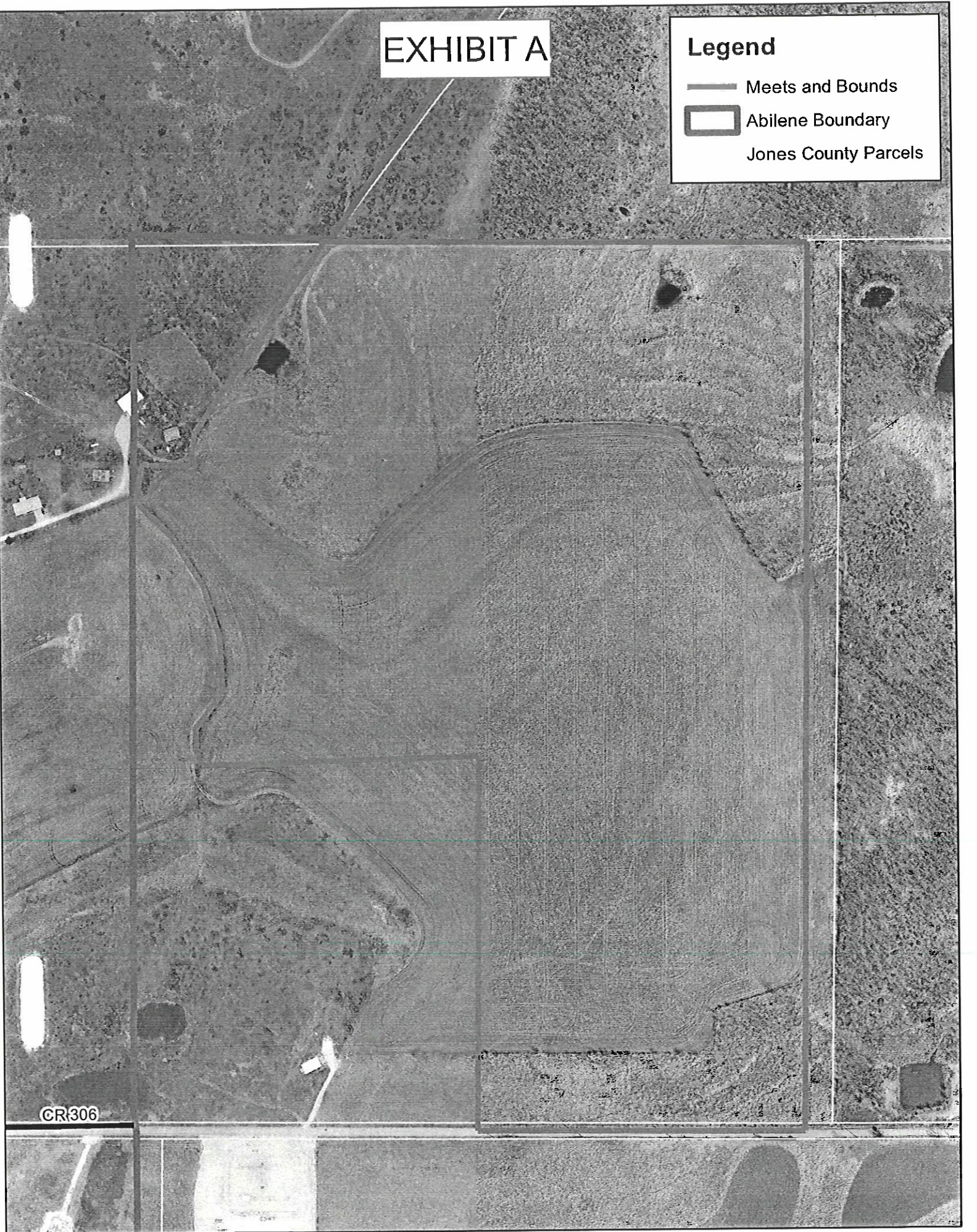
THENCE S89°26'15"E 1306.05 feet to a 1/2" rebar found at the northeast corner of said 72.5 acre tract for the northeast corner of this tract;

THENCE S0°37'29"W 2398.12 feet to the place of beginning and containing 71.88 acres of land.

EXHIBIT A

Legend

- Meets and Bounds
- ▭ Abilene Boundary
- ▭ Jones County Parcels



CR306

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS,
AND PLK SAMMAC JOINT VENTURE, A TEXAS JOINT VENTURE COMPRISED
OF PLK INVESTMENTS, LLC, AND SAMMAC, LLC**

This Municipal Services Agreement ("Agreement") is entered into on this the 16 day of August 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and PLK Sammac Joint Venture, a Texas Joint Venture comprised of PLK Investments, LLC and SamMac, LLC, ("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 Jones County, Texas, which consist of approximately 72.5 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 December 13, 2021;

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 Jones 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.

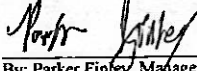
13. ENTIRE AGREEMENT

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

PLK Investments, LLC, joint venturer


By: Parker Finley, Manager

3/18/2022
Date

SamMac, LLC, joint venturer


By: Samuel McClellan, Manager

03-18-2022
Date

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Parker Finley, Manager, on behalf of PLK Investments, LLC, joint venturer.

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Samuel McClellan, Manager, on behalf of SamMack, LLC, joint venturer.

Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna, City Manager

Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Robert Hanna, City Manager.

Notary Public, State of Texas