

ORDINANCE NO. O2024-37

AN ORDINANCE VOLUNTARY ANNEXING AN APPROXIMATE 8.285 ACRE TRACT OF LAND OWNED BY TRISH MEADERS; REBECCA SUE PERRY, VICKY LYNN RICHARDS, LINDA DUNCAN, AND BRENDA JEAN TRAMMELL; BEALL PARKER PROPERTIES, LP; COMMERCIAL REALTY FUND, INC.; MITCHELL J. FLOYD; AND H.E. MULLINS, AND AN APPROXIMATE 0.239 ACRE ABUTTING PORTION OF DEAN STREET RIGHT-OF-WAY INTO THE CITY OF WEATHERFORD, TEXAS, FOR ALL MUNICIPAL PURPOSES; APPROVING THE AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Trish Meaders; Rebecca Sue Perry, Vicky Lynn Richards, Linda Duncan, and Brenda Jean Trammell; Beall Parker Properties, LP; Commercial Realty Fund, Inc.; Mitchell J. Floyd; and H.E. Mullins, ("Property Owners") own the approximate 8.285-acre tract of land more fully described and depicted below in Exhibit "A" ("Tract 1"), and Parker County owns or maintains an approximate 0.239-acre abutting portion of Dean Street Right-of-Way more fully described and depicted in Exhibit "B" ("Tract 2"); and

WHEREAS, the Property Owners submitted a request for voluntary annexation of Tract 1, in accordance with Subchapter C-3 of Chapter 43, Texas Local Government Code; and

WHEREAS, Dean Street, which is a county roadway, abuts Tract 1; and

WHEREAS, Section 43.106, Texas Local Government Code, requires that when a municipality annexes any territory that abuts a county road, the municipality must also annex the entire width of the county road and adjacent right-of-way on both sides of the county road that abuts the territory being annexed; and

WHEREAS, pursuant to Section 43.106, Texas Local Government Code, the City is required to additionally annex the approximate 0.239-acre portion of the Dean Street right-of-way abutting Tract 1, as more fully described and depicted below in Exhibit "B" (Tract 2); and

WHEREAS, the Parker County Commissioners Court has consented to the annexation of the portion of Dean Street right-of-way (Tract 2); and

WHEREAS, the City Council desires to annex Tract 1 and Tract 2 into the City for all municipal purposes; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation of Tract 1 and Tract 2 was held before the Weatherford City Council on October 22, 2024; and

WHEREAS, Tract 1 and Tract 2 are contiguous to the City and are within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, an Agreement Regarding Services After Annexation for both Tract 1 and Tract 2 have been prepared and are attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met for the annexation of Tract 1 and Tract 2 in compliance with Chapter 43 of the Texas Local Government Code.

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

SECTION 1.

The approximate 8.285-acre Tract 1 located in Parker County, Texas, is hereby annexed to the City as a part of the City for all municipal purposes, and the City limits are extended to include the Tract 1 more particularly described and depicted on Exhibit "A", attached to and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit "A", the depiction on Exhibit "A" shall control.

SECTION 2.

The approximate 0.239-acre Tract 2 located in Parker County, Texas, is hereby annexed to the City as a part of the City for all municipal purposes, and the City limits are extended to include the Tract 2 more particularly described and depicted on Exhibit "B", attached to and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit "B", the depiction on Exhibit "B" shall control.

SECTION 3.

The owners and inhabitants of Tract 1 and Tract 2 are entitled to all of the rights and privileges of all other citizens and property owners of the City, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 4.

The official map and boundaries of the City, previously adopted, are amended to include Tract 1 and Tract 2 as a part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Tract 1 and Tract 2 as required by law.

SECTION 5.

The City Secretary is directed to file or cause to be filed a certified copy of this Ordinance in the offices of the county clerk of Parker County, Texas and with the Parker County Appraisal District.

SECTION 6.

The Agreement Regarding Services After Annexation for both Tract 1 and Tract 2, attached as Exhibits "C" and "D," respectively, and incorporated in this Ordinance, are approved in all things, and made a part of this Ordinance for all purposes.

SECTION 7.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Weatherford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8.

Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 9.

Should this Ordinance for any reason be ineffective as to any part of the area hereby annexed to the City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City every part of Tract 1 and Tract 2 described in Sections 1 and 2 of this Ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of Tract 1 or Tract 2 set out in Sections 1 and 2 of this Ordinance to be hereby annexed to the City any lands or area which are presently part of and included within the limits of any other city, town or village, or which are not within the City's jurisdiction to annex, the same is hereby excluded and excepted from the area to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 10.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 22ND DAY OF OCTOBER, 2024.

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

EXHIBIT "A"

TRACT 1 PROPERTY DESCRIPTION (Commonly known as Weatherford Point)

BEING 8.285 acres of land situated in the P.B. PIPKIN SURVEY, Abstract No. 247, Parker County, Texas, and being comprised of all of the tract of land conveyed to Trish Meaders by the deed recorded in Document No. 201600138, of the Official Public Records of Parker County, Texas; all of the tract of land conveyed to Rebecca Sue Perry, Vicky Lynn Richards, Linda Duncan, and Brenda Jean Trammell by the deed recorded in Document No. 201823071, of the Official Public Records of Parker County, Texas; all of the tracts of land conveyed to Beall Parker Properties, LP by the deeds recorded in Document No. 201926264 and Document No. 201923487, of the Official Public Records of Parker County, Texas; all of the tract of land conveyed to Commercial Realty Fund, Inc. by the deed recorded in Document No. 202331165, of the Official Public Records of Parker County, Texas; a portion of the tract of land conveyed to Mitchel J. Floyd by the deed recorded in Book 2866, Page 299, of the Deed Records of Parker County, Texas; a portion of the tract of land conveyed to H.E. Mullins by the deed recorded in Volume 1330, Page 311, of the Deed Records of Parker County, Texas. Said 8.285 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod marked "Texas Surveying" found at the Northeast corner of the tract of land said Meaders Tract, and the Northwest corner of the tract of land conveyed to Rachel and Billy McCune by the deed recorded in Document No. 201804977, and said POINT OF BEGINNING lying in the South right-of-way line of Dean Street (a 50 foot wide public right-of-way);

THENCE S 01°22'55" E 209.76 feet along the East boundary line of said Meaders Tract and the East boundary line of said Perry Tract and the West boundary line of said McCune Tract to a ½ " iron rod marked "Brittain & Crawford" set at the Southwest corner of said McCune Tract and the Southeast corner of said Perry Tract;

THENCE N 89°44'59" E 183.42 feet along the South boundary line of said McCune Tract, and the most Southerly North boundary line of said Perry Tract, to a ½" iron rod marked "Brittain & Crawford" set in the North boundary line of a tract of land conveyed to 400 Centerpoint Tract, by the deed recorded in Volume 2520, Page 66, of the Deed Records of Parker County, Texas;

THENCE severing said 400 Centerpoint Tract, as follows:

1. S 23°46'55" E 164.20 feet, to a ½ " iron rod marked "Brittain & Crawford" set, at the West corner of the aforesaid Mullins Tract
2. N 71°54'25" E 159.59 feet, to a ½ " iron rod found at the North corner of said Mullins Tract, and said point being an "EL" corner of said 400 Centerpoint Tract;

THENCE S 23°24'31" E 515.31 feet along the Northeast boundary line of said Mullins Tract, and the most Easterly Southwest boundary line of said 400 Centerpoint Tract, to a ½ " iron rod marked "Brittain & Crawford" set, in the North right-of-way line of the West bound service road for Interstate No. 20 (A variable width public right-of-way);

THENCE along the North right-of-way line of said Interstate No. 20, as follows:

1. S 87°56'50" W 304.38 feet, to a ½ " iron rod marked "Brittain & Crawford" set;
2. S 71°58'43" W 211.39 feet, to a ½ " iron rod marked "Texas Surveying" found;
3. N 89°47'18" W 0.92 feet, to a ½ " iron rod marked "Brittain & Crawford" set in the Southwest boundary line of the aforesaid Floyd Tract, and said point lying in the East right-of-way line of Centerpoint Road, a variable width public right-of-way;

THENCE along the East right-of-way line of said Centerpoint Road, as follows:

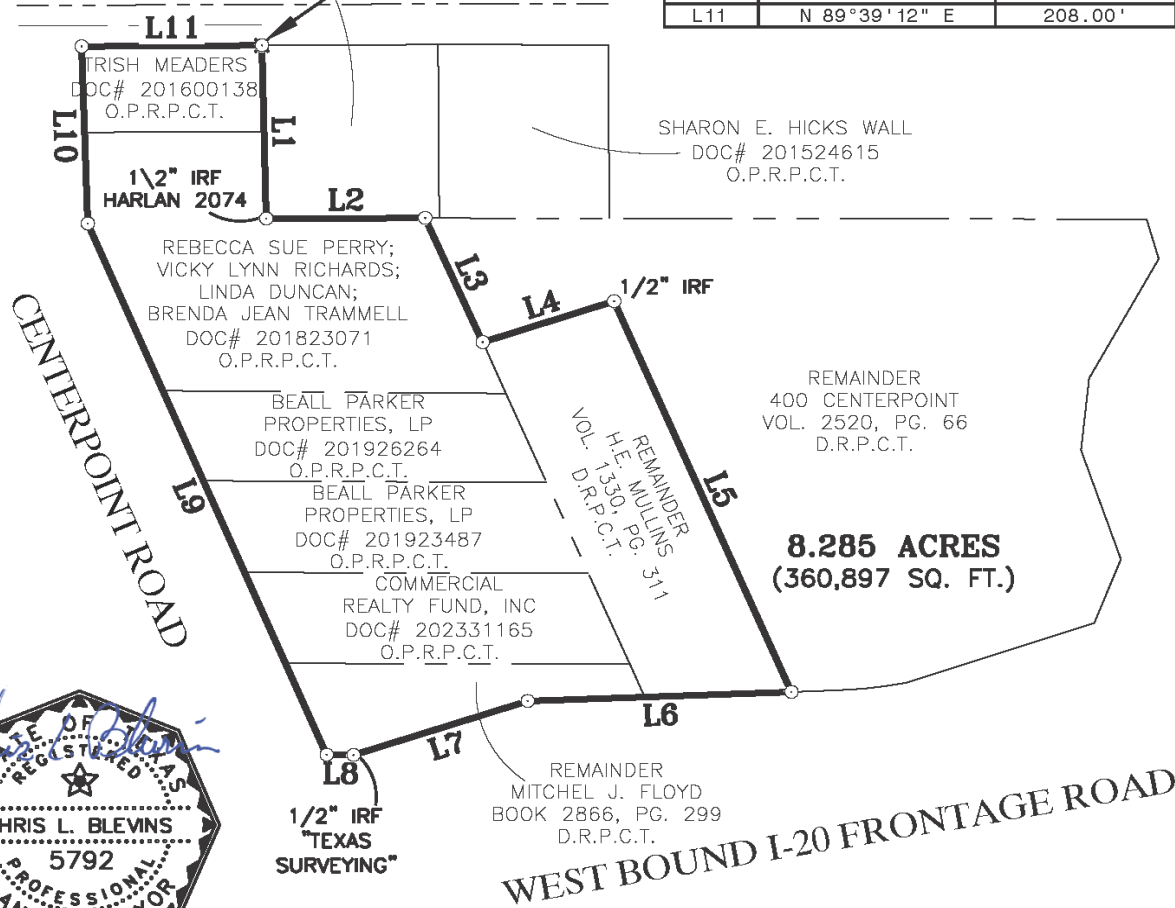
1. N 23°13'16" W 699.87 feet, to a point;
2. N 01°52'46" W 214.36 feet, to a point lying at the Northwest corner of the aforesaid Trish Meaders Tract, and said point also lying at the intersection of the East right-of-way line of said Centerpoint Road with the South right-of-way line of the aforesaid Dean Street

THENCE N 89°39'12" E 208.00 feet, along the South right-of-way line of said Dean Street, and the North boundary line of said Meaders Tract, to the POINT OF BEGINNING, containing 8.285 acres (360,897 square feet) of land.

EXHIBIT "A"

Course	Bearing	Distance
L1	S 01°22'55" E	209.76'
L2	N 89°44'59" E	183.42'
L3	S 23°46'55" E	164.20'
L4	N 71°54'25" E	159.59'
L5	S 23°24'31" E	515.31'
L6	S 87°56'50" W	304.38'
L7	S 71°58'43" W	211.39'
L8	N 89°47'18" W	30.92'
L9	N 23°13'16" W	699.87'
L10	N 01°52'46" W	214.36'
L11	N 89°39'12" E	208.00'

RACHEL AND BILLY McCUNE
DOC# 201804977
O.P.R.P.C.T. **P.O.B.**
DEAN STREET 1/2" IRF TEXAS SURVEYING



OCTOBER 17, 2024

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
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FIRM CERTIFICATION# 10019000
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EXHIBIT MAP
OF
8.285 ACRES OF LAND
LOCATED IN
THE P.B. PIPKIN SURVEY, ABSTRACT
NO. 247
PARKER COUNTY, TEXAS

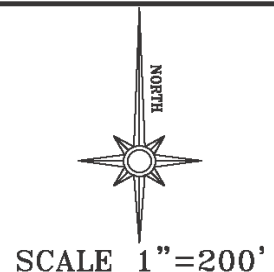


EXHIBIT "B"

TRACT 2 PROPERTY DESCRIPTION (Commonly known as a portion of Dean Street Right-of-Way)

BEING 0.239 acre of land situated in the P.B. PIPKIN SURVEY, Abstract No. 247, Parker County, Texas, and being a portion of DEAN STREET right-of-way. Said 0.239 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod marked "TEXAS SURVEYING" found at the Northeast corner of a tract of land conveyed to Trish Meaders, by the deed recorded in Document No. 201600138, of the Official Public Records of Parker County, Texas, and the Northwest corner of the tract of land conveyed to Rachel and Billy McCune, by the deed recorded in Document No. 201804977, and said POINT OF BEGINNING lying in the South right-of-way line of Dean Street (a 50 foot wide public right-of-way);

THENCE S 89° 39' 12" W 208.00 feet along the North boundary line of said Meaders Tract and the South right-of-way line of said Dean Street to a point lying at the Northwest corner of said Meaders Tract;

THENCE N 01° 52' 46" W 50.02 feet, severing said Dean Street to a point lying in the projected North right-of-way line of aforesaid Dean Street;

THENCE N 89° 39' 12" E 208.43 feet, along the North right-of-way line of said Dean Street, to a point;

THENCE S 01° 22' 55" E 50.01 feet, severing said Dean Street, to the POINT OF BEGINNING, containing 0.239 acre (10,411 square feet) of land.

EXHIBIT "B"

0.239 ACRE
(10,411 SQ. FT.)

Course	Bearing	Distance
L1	S 89°39'12" W	208.00'
L2	N 01°52'46" W	50.02'
L3	N 89°39'12" E	208.43'
L4	S 01°22'55" E	50.01'

RACHEL AND BILLY McCUNE

DOC# 201804977

O.P.R.P.C.T.

P.O.B.

1/2" IRF TEXAS SURVEYING

DEAN STREET

TRISH MEADERS
DOC# 201600138
O.P.R.P.C.T.

1/2" IRF
HARLAN 2074

SHARON E. HICKS WALL
DOC# 201524615
O.P.R.P.C.T.

REBECCA SUE PERRY;
VICKY LYNN RICHARDS;
LINDA DUNCAN;
BRENDA JEAN TRAMMELL
DOC# 201823071
O.P.R.P.C.T.

BEALL PARKER
PROPERTIES, LP
DOC# 201926264
O.P.R.P.C.T.

BEALL PARKER
PROPERTIES, LP
DOC# 201923487
O.P.R.P.C.T.

COMMERCIAL
REALTY FUND, INC
DOC# 202331165
O.P.R.P.C.T.

1/2" IRF

REMAINDER
H.E. MULLINS
VOL. 1330, PG. 311
D.R.P.C.T.

REMAINDER
400 CENTERPOINT
VOL. 2520, PG. 66
D.R.P.C.T.

CENTERPOINT ROAD



1/2" IRF
"TEXAS
SURVEYING"

REMAINDER
MITCHEL J. FLOYD
BOOK 2866, PG. 299
D.R.P.C.T.

WEST BOUND I-20 FRONTAGE ROAD

JULY 30, 2024

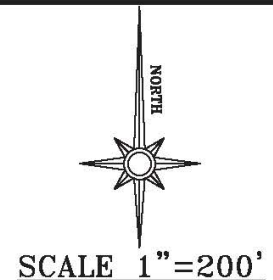
Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	1130.38'	50.12'	2°32'26"	50.12'	N 04°19'18" W

BRITTAIN & CRAWFORD
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TOPOGRAPHIC MAPPING

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EXHIBIT MAP
OF
0.239 ACRES OF LAND
LOCATED IN
THE P.B. PIPKIN SURVEY, ABSTRACT
NO. 247
PARKER COUNTY, TEXAS



**EXHIBIT “C”
AGREEMENT REGARDING SERVICES AFTER ANNEXATION
FOR TRACT 1**

WHEREAS, Trish Meaders; Rebecca Sue Perry, Vicky Lynn Richards, Linda Duncan, and Brenda Jean Trammell; Beall Parker Properties, LP; Commercial Realty Fund, Inc.; Mitchell J. Floyd; and H.E. Mullins are the owners of an approximate 8.285-acre tract of land, more particularly described and depicted on Exhibit “A” to the attached annexation ordinance (Tract 1), and have requested the voluntary annexation of Tract 1 into the City for all municipal purposes; and

WHEREAS, Section 43.0672 Texas Local Government Code, requires that the City and the owners of the land being annexed enter into a written agreement regarding the provisions of services in the areas being annexed (Tract 1).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the areas after annexation:

- 1. Upon the effective date of annexation, the City will provide the following services to the newly annexed area:**
 - A. Police Protection.** The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.
 - B. Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.
 - C. Solid Waste Collection.** The City will provide for the collection of solid waste and refuse in the newly annexed area at the same fee as paid by other citizens within the city limits for the same service by the franchised solid waste provider.
 - D. Maintenance of Water and Wastewater Facilities.** Any and all water or wastewater facilities owned or maintained by the City within the annexed area at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership.
 - E. Maintenance of Roads and Streets.** Roads, streets, or alleyways which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

- F. Maintenance of Parks, Playgrounds and Swimming Pools.** The City Council is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. If parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain the areas to the same extent and degree that it maintains parks, playgrounds, swimming pools, and other similar areas of the City.
- G. Maintenance of Publicly-Owned Facility, Building, or Municipal Service.** The City Council is not aware of the existence of any publicly-owned facility, building, or municipal service now located in or serving the area proposed for annexation. If publicly-owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.
- H. Electric.** The City Council is not aware of the existence of any City-owned electric facilities now located in or serving the area proposed for annexation. If City-owned electric facilities do exist in the area, such facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City.

2. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the area:

A. In General.

1. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances and utility extension regulations.
2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this Agreement shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

B. Police and Fire Protection Services. The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed area and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

C. Water Facilities and Services. Municipal water service is available through a 20" water main located in the public right-of-way on the east side of Center Point Road, and also in the public right-of-way on the north side of the IH-20 Frontage Road, both located immediately adjacent to the area proposed for annexation. Future

development in and around the newly annexed areas will be required to extend water facilities from said water main and/or other existing facilities pursuant to the ordinances and utility policies of the City. Upon connection to existing mains, water will be provided at the rates established by the City.

- D. Wastewater Facilities and Service.** The City is currently constructing a 21” wastewater main in the vicinity of the area proposed for annexation. Upon completion, municipal wastewater service will be available through a 21” wastewater main located within an easement alongside the public right-of-way of the IH-20 Frontage Road, along the southern boundary of the area proposed for annexation. Future development in and around the newly annexed area will be required to extend wastewater facilities from said wastewater main and/or other existing facilities pursuant to the ordinances and utility policies of the City, including gravity mains, force mains, and lift stations, as may be required. Upon connection to existing facilities, wastewater will be provided at the rates established by the City.
- E. Roads and Streets.** When development occurs within the newly annexed area, maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use, and development. Developers will be required pursuant to the ordinances of the City to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City for a properly dedicated street. The City will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.
- F. Electric.** The City of Weatherford Municipal Utility System has the ability to serve electric to the newly annexed area determined by its certified electric service territory as granted by the Public Utility Commission of Texas. Any electric service provided would be according to the City’s most current Electric Service Policy.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Weatherford, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Weatherford, Texas will undertake to perform consistent with this Agreement so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Weatherford, Texas who reside in areas of similar topography, land utilization and population.

In Witness Whereof, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: October 22, 2024

ATTEST:

Andrea McDonald, City Secretary

TRISH MEADERS

By: _____
Date: _____

ATTEST:

REBECCA SUE PERRY

By: _____
Date: _____

ATTEST:

VICKY LYNN RICHARDS

By: _____

Date: _____

ATTEST:

LINDA DUNCAN

By: _____

Date: _____

ATTEST:

BRENDA JEAN TRAMMEL

By: _____

Date: _____

ATTEST:

BEALL PARKER PROPERTIES, LP

By: R.S. Beall Investments, Inc.,
its general partners

By: _____
Robert S. Beall, President

Date: _____

ATTEST:

COMMERCIAL REALTY FUND, INC.

By: _____
_____, [Title]

Date: _____

ATTEST:

MITCHELL J. FLOYD

By: _____

Date: _____

ATTEST:

H.E. MULLINS

By: _____

Date: _____

ATTEST:

EXHIBIT “D”

AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR TRACT 2

WHEREAS, the City of Weatherford, Texas (“City”) previously annexed an approximate 8.285-acre tract of land (Tract 1) into the City; and

WHEREAS, Dean Street is a county road which abuts Tract 1; and

WHEREAS, Section 43.106, Texas Local Government Code, provides that a municipality which annexes territory that abuts a county road must also annex the entire width of the county road; and

WHEREAS, by letter dated September 23, 2024, Parker County Judge Pat Deen confirmed that the Parker County Commissioners Court voted unanimously on September 23, 2024, to approve the City’s request to annex the approximate 0.239 acre portion of Dean Street (Tract 2) adjacent to Tract 1; and

WHEREAS, Chapter 43, Texas Local Government Code, requires the City to enter into a written agreement regarding the provision of services in the area to be annexed (Tract 2).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the area after annexation:

3. **Upon the effective date of annexation, the City will provide the following services to the newly annexed area:**
 - A. **Police Protection.** The City will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.
 - B. **Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.
 - C. **Maintenance of Water and Wastewater Facilities.** Any and all water or wastewater facilities owned or maintained by the City within the annexed area at the time of the proposed annexation shall continue to be maintained by the City. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City to the extent of its ownership.
 - D. **Maintenance of Roads and Streets.** Roads and streets which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads and streets are maintained in areas with similar topography, land use, and population density. Lighting of roads and streets which may be positioned in a right-of-way, roadway, or utility company easement shall

be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.

4. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the area:

A. In General

1. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.
3. The City Council has determined that the area to be annexed consists entirely of road right-of-way; consequently, no capital improvements are necessary for providing municipal services to the area.

B. Police and Fire Protection Services. The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed area and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.

C. Water Facilities and Services. The City Council has determined that the area to be annexed consists entirely of road right-of-way. Therefore, it is unnecessary to acquire or construct any capital improvements for providing water services.

D. Wastewater Facilities and Service. The City Council has determined that the area to be annexed consists entirely of road right-of-way. Therefore, it is unnecessary to acquire or construct any capital improvements for providing sanitary sewer services.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City. These differences are specifically dictated because of differing characteristics of the property and the City will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population.

In Witness Whereof, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: October 22, 2024

ATTEST:

Andrea McDonald, City Secretary