

Ordinance No. \_\_\_\_\_

**An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation of approximately 39.969 acres of City-owned right-of-way situated in part in the Joseph Thompson Survey, Abstract No. 608, generally located between FM 2243 and the South San Gabriel River, to be known as Southwest Bypass, as described herein; providing for service plans; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.**

**Whereas**, the City of Georgetown (“City”), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.1055 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

39.969-acre tract of land situated in part in the Joseph Thompson Survey, Abstract No. 608, more particularly shown on the map in *Exhibit A* and described by metes and bounds in *Exhibit B* which are attached hereto and incorporated herein by reference as if set forth in full (the “Southwest Bypass Right-of-Way”);

**Whereas**, the Georgetown City Council approved a resolution granting the petition on April 27, 2021; and

**Whereas**, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

**Whereas**, the herein-described property lies adjacent and contiguous to the City of Georgetown, Texas; and

**Whereas**, the area to be annexed is not required to be 1,000 feet in width at its narrowest point because the annexation was initiated upon the written petition of the owner(s) of the area to be annexed; and

**Whereas**, all prerequisites of state law and the City Charter have been complied with;

**Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:**

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this ordinance implements and is not inconsistent or in conflict with any 2030 Comprehensive Plan Vision Statements, Goals and Policies.

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits a 39.969 acre tract in the Joseph Thompson, as shown in *Exhibit A*, and described in *Exhibit B* of this Ordinance. The City Council of the City of Georgetown hereby approves the Service Plan for the area to be annexed, attached as *Exhibit C* to this Ordinance.

Section 3. The 39.969 acres, as described in *Exhibit B* and depicted in *Exhibit A* of this Ordinance is hereby included in City Council District 2, as it is adjacent to Council District 2.

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 14<sup>th</sup> day of September, 2021.

Passed and Approved on Second Reading on the 28<sup>th</sup> day of September, 2021.

The City of Georgetown:

Attest:

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Josh Schroeder  
Mayor

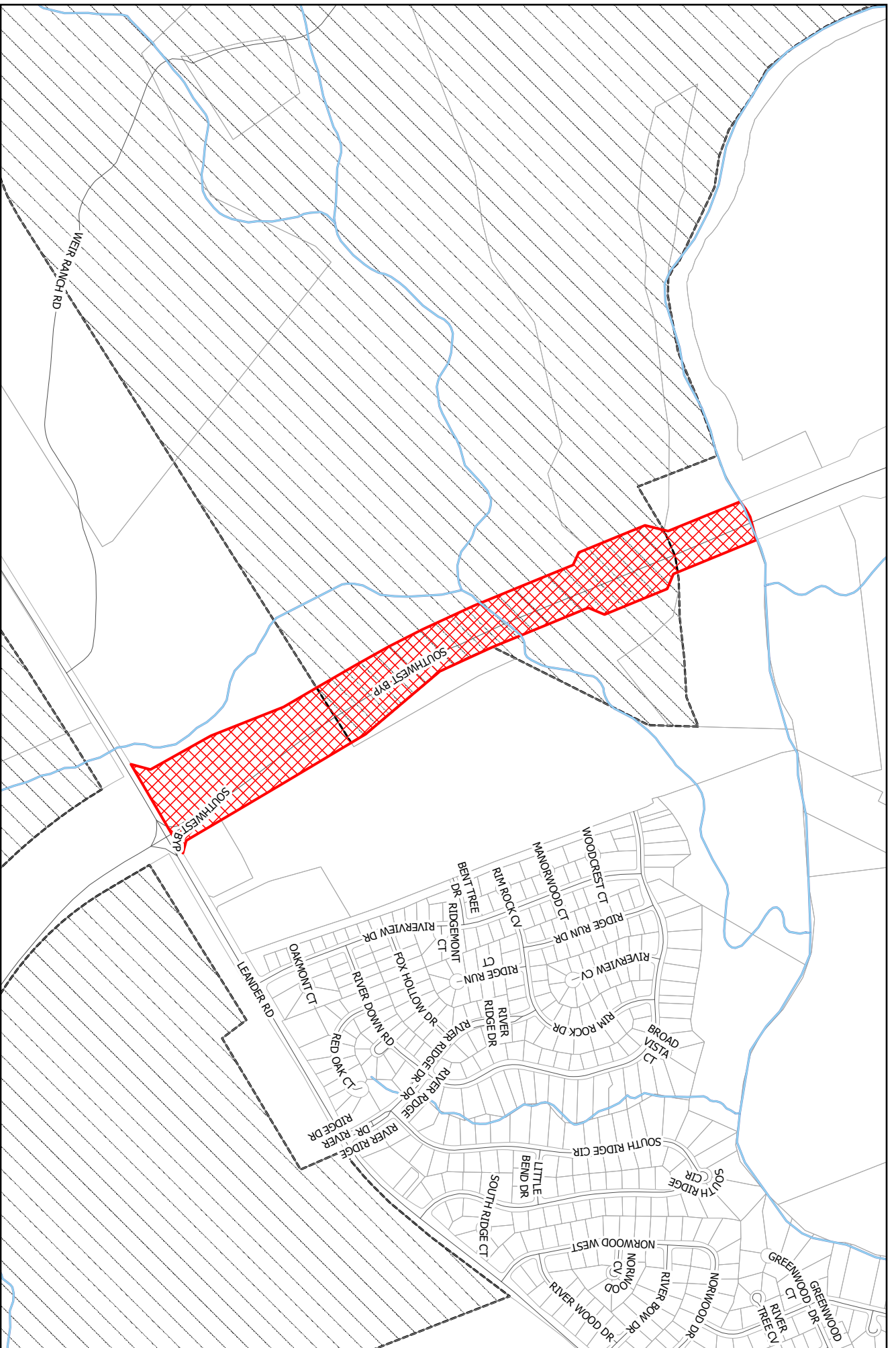
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Robyn Densmore, TRMC  
City Secretary

Approved as to form:

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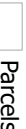

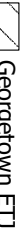
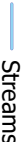
Skye Masson  
City Attorney



# LOCATION

2021-2-ANX

Exhibit # A

-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ
-  Streams



# EXHIBIT B

## METES AND BOUNDS DESCRIPTION

FOR A 36.969 ACRE TRACT OF LAND SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE 1048.20 ACRE TRACT OF LAND DESCRIBED IN VOLUME 522, PAGE 451, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO A.C. WEIR PROPERTIES, LTD., AS RECORDED IN DOCUMENT 2005090431, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THE 25.75 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1238, PAGE 445, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO A.C. WEIR PROPERTIES, LTD. AS RECORDED IN DOCUMENT NO. 2005090431, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 36.969 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found monumenting the southeast corner of the said 1048.20-Acre Weir Tract, same being on the southwest corner of the "Resubdivision of Riverview Estates" a subdivision recorded in Cabinet K, Slide 51, Plat Records of Williamson County, Texas, same being on a point in the northerly right-of-way line of F.M. 2243 (80' wide right-of-way width);

THENCE with the southerly boundary line of said 1048.20-Acre Weir Tract and the northerly right-of-way line of said F.M. 2243, S59°33'27"W for a distance of 754.41 feet to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying", for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE continuing with the southerly boundary line of said 1048.20-Acre Weir Tract and the northerly right-of-way line of said F.M. 2243, S59°33'27"W for a distance of **595.91 feet** to a concrete highway right-of-way monument found on the beginning of a curve to the left hereof, and from which a concrete highway right-of-way monument found monumenting a point of curvature in the southerly right-of-way line of said F.M. 2243 bears S30°26'33"E for a distance of 80.00 feet;

THENCE continuing with the southerly boundary line of said 1048.20-Acre Weir Tract and the northerly right-of-way line of said F.M. 2243 along said **curve to the left** having a delta angle of **0°20'57"**, an arc length of **70.06 feet**, a radius of **11499.16 feet**, a chord which bears **S59°22'59"W** for a distance of **70.06 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting the southwest corner hereof, and from which a calculated point on a point of tangency of said curving

northerly right-of-way line of F.M. 2243 bears S58°24'29"W a distance of 321.29 feet, and from said calculated point of tangency a concrete highway right-of-way monument found bears N28°28'15"E a distance of 0.43'

THENCE departing said northerly right-of-way line of F.M. 2243, through the interior of said 1048.20-Acre Weir the following ten (10) courses and distances:

- 1) **N15°04'29"E** for a distance of **131.35 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 2) **N29°22'19"W** for a distance of **446.73 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 3) **N21°42'28"W** for a distance of **505.31 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 4) **N30°20'30"W** for a distance of **536.79 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" monumenting the beginning of a curve to the right hereof;
- 5) With said arc of **a curve to the right** having a delta angle of **7°49'27"**, an arc length of **978.16 feet**, a radius of **7162.89 feet**, a chord which bears **N26°17'34"W** for a distance of **977.40 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting the end point of said curve;
- 6) **N22°22'50"W** for a distance of **573.90 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 7) **N65°29'59"W** for a distance of **89.71 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 8) **N22°22'50"W** for a distance of **462.09 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 9) **N13°43'24"E** for a distance of **154.20 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;

10) **N22°22'50"W** for a distance of **89.17 feet** to a calculated point being in the southerly boundary line of the aforementioned 25.75-Acre Weir Tract, and from which a fence post found monumenting the most westerly southwest corner of said 25.75-Acre Weir Tract bears N86°50'08"W a distance 33.83 feet and N81°22'18"W a distance of 26.54 feet;

THENCE through the interior of said 25.75-Acre Weir Tract, **N22°22'50"W** for a distance of **105.81 feet** to a calculated point being in the westerly boundary line of said 25.75-Acre Weir Tract, and from which the aforesaid fence post found on the most westerly southwest corner of said 25.75-Acre Weir Tract bears S12°06'29"W a distance 94.08 feet;

THENCE through the interior of said 1048.20-Acre Weir Tract, **N22°22'50"W** passing at a distance of 115.57 feet a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" near the south top bank of the South San Gabriel River, continuing for a total distance of **315.57 feet** to a calculated point in the centerline of said South San Gabriel River, same being on a point in the northerly boundary line of said 1048.20-Acre Weir Tract, same being on a point in the southerly boundary line of the called 457-acre tract of land described in Volume 345, Page 460, Deed Records of Williamson County, Texas, and conveyed to Monnajene G. Knight, Trustee of the Lorenza G. Knight and Monnajene G. Knight Revocable Living Trust as recorded in Document 2009074984, Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE with the centerline of said South San Gabriel River, same being with the northerly boundary line of said 1048.20-Acre Weir Tract, same being with the southerly boundary line of said Knight tract, **N57°40'19"E** for a distance of **29.48 feet** to a calculated point being on the northwest corner of said 25.75-Acre Weir Tract;

THENCE continuing with the centerline of said South San Gabriel River, same being with the northerly boundary line of said 25.75-Acre Weir Tract, same being with the southerly boundary line of said Knight Tract the following four (4) courses and distances:

1) **N57°40'19"E** for a distance of **35.81 feet** to a calculated point hereof;

- 2) **N63°03'47"E** for a distance of **52.45 feet** to a calculated point hereof;
- 3) **N74°48'28"E** for a distance of **98.32 feet** to a calculated point hereof;
- 4) **N69°23'28"E** for a distance of **55.22 feet** to a calculated point, for the northeast corner hereof;

THENCE through the interior of said 25.75-Acre Weir tract, **S22°22'50"E** passing at a distance of 200.00 feet a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" near the south top bank of said South San Gabriel River continuing for a total distance of **554.72 feet** to a calculated point being in the southerly boundary line of said 25.75-Acre Weir tract, and from which a 1/2" iron rod found on an angle point in the southerly boundary line of said 25.75-Acre Weir tract, bears **S85°59'31"E** for a distance of 22.32 feet;

THENCE through the interior of said 1048.20-Acre Weir Tract the following ten (10) courses and distances:


- 1) **S22°22'50"E** for a distance of **29.67 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 2) **S67°22'50"E** for a distance of **105.09 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 3) **S22°22'50"E** for a distance of **438.04 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 4) **S22°37'10"W** for a distance of **113.58 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 5) **S22°22'50"E** for a distance of **560.98 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting the beginning of a curve to the left hereof;
- 6) With the arc of said **curve to the left**, having a delta angle of **4°01'56"**, an arc length of **483.47 feet**, a radius of **6870.00 feet**, a chord which bears **S24°23'48"E**, for a distance

of **483.37 feet**, to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting the end of said curve;

- 7) **S40°22'39"E** for a distance of **629.27 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 8) **S30°55'00"E** for a distance of **684.45 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 9) **S30°40'05"E** for a distance of **664.03 feet** to a 1/2" iron rod set with aluminum cap marked "Diamond Surveying" monumenting an angle point hereof;
- 10) **S75°28'43"E** for a distance of **84.19 feet** to the POINT OF BEGINNING hereof and containing 36.969 acres of land more or less.

[BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description]

A sketch has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100



August 8, 2011

SHANE SHAFER, R.P.L.S. NO. 5281

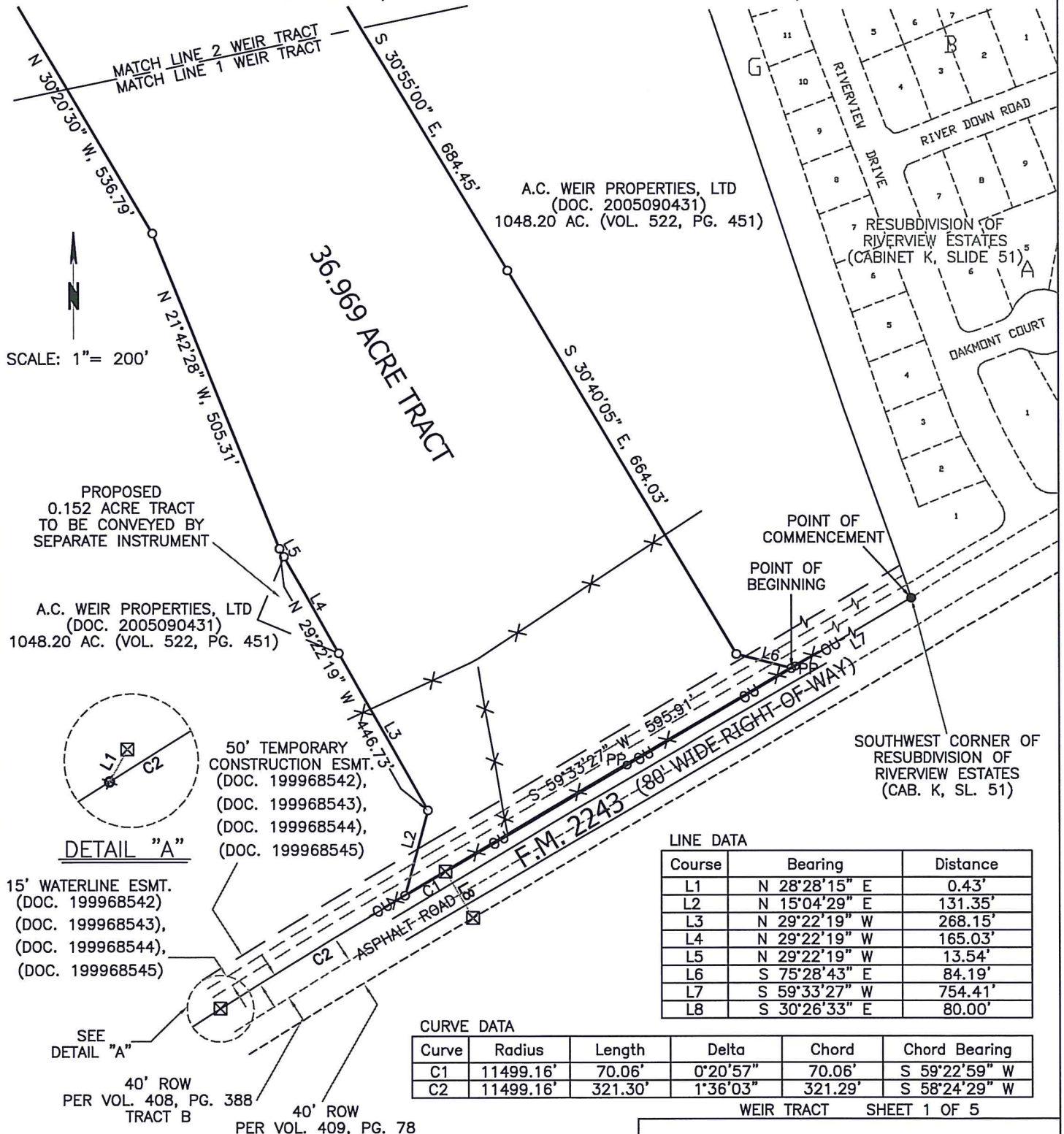
DATE





SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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**LINE DATA**

Course	Bearing	Distance
L1	N 28°28'15" E	0.43'
L2	N 15°04'29" E	131.35'
L3	N 29°22'19" W	268.15'
L4	N 29°22'19" W	165.03'
L5	N 29°22'19" W	13.54'
L6	S 75°28'43" E	84.19'
L7	S 59°33'27" W	754.41'
L8	S 30°26'33" E	80.00'

**CURVE DATA**

Curve	Radius	Length	Delta	Chord	Chord Bearing
C1	11499.16'	70.06'	0°20'57"	70.06'	S 59°22'59" W
C2	11499.16'	321.30'	1°36'03"	321.29'	S 58°24'29" W

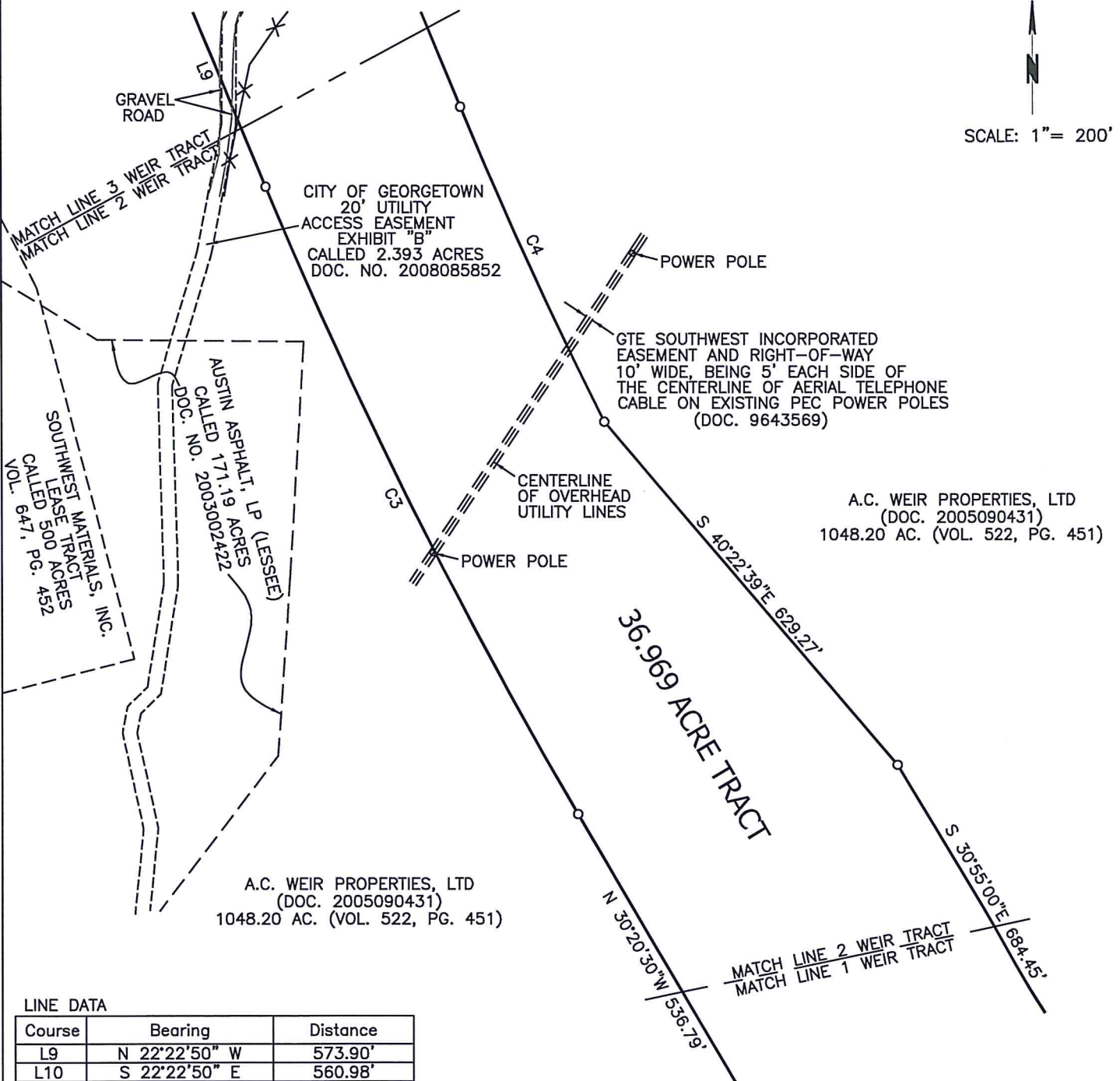
WEIR TRACT SHEET 1 OF 5



**DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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LINE DATA

Course	Bearing	Distance
L9	N 22°22'50" W	573.90'
L10	S 22°22'50" E	560.98'

CURVE DATA

Curve	Radius	Length	Delta	Chord	Chord Bear.
C3	7162.89'	978.16'	7°49'27"	977.40'	N 26°17'34" W
C4	6870.00'	483.47'	4°01'56"	483.37'	S 24°23'48" E

WEIR TRACT SHEET 2 OF 5

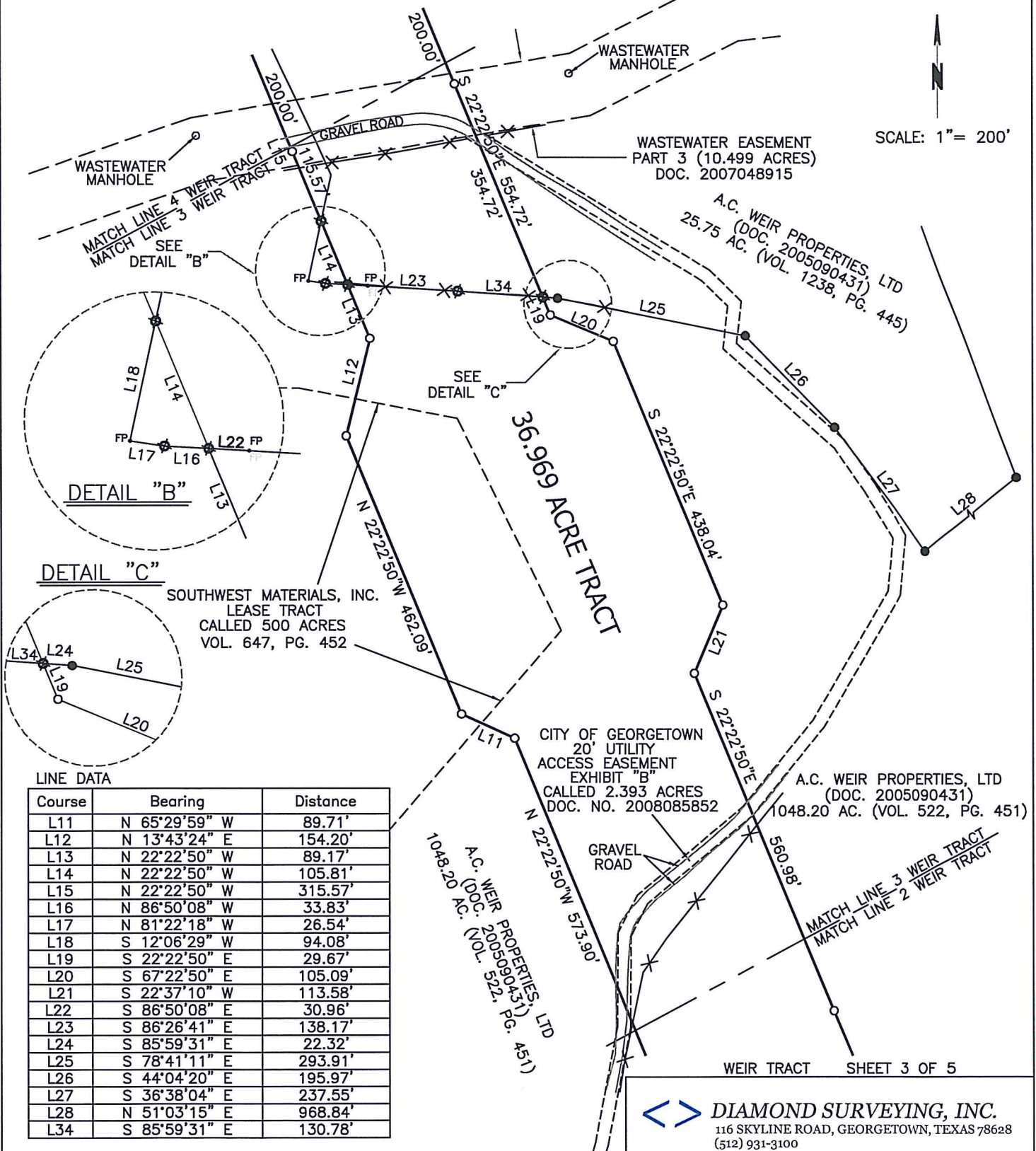


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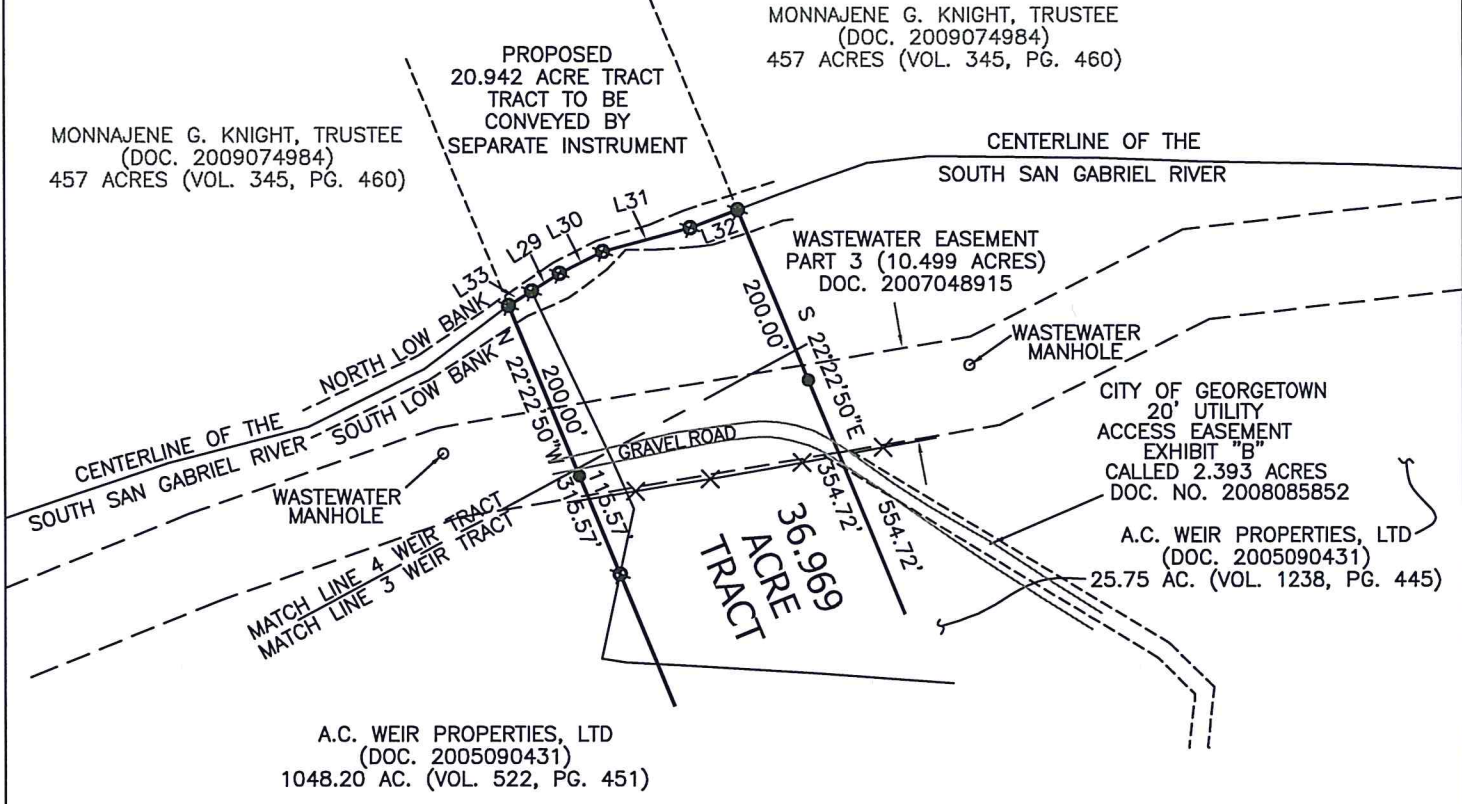
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LINE DATA

Course	Bearing	Distance
L29	N 57°40'19" E	35.81'
L30	N 63°03'47" E	52.45'
L31	N 74°48'28" E	98.32'
L32	N 69°23'28" E	55.22'
L33	N 57°40'19" E	29.48'



SCALE: 1" = 200'



LEGEND

●	BOUNDARY MONUMENT FOUND (1/2" IRON ROD UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
⊠	4" SQUARE CONCRETE MONUMENT FOUND
⊙	CALCULATED POINT
•FP	FENCE CORNER POST FOUND
—X—	WIRE FENCE
○PP	POWER POLE
—OU—	OVERHEAD UTILITY LINE
— —	DISTANCE NOT SHOWN TO SCALE

WEIR TRACT SHEET 4 OF 5



**DIAMOND SURVEYING, INC.**  
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SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

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GENERAL NOTES:

1. Bearing Basis: NAD-83 (1993), Texas Central (4203), Texas State Plane Coordinate System. Distances shown hereon are surface.
2. All Documents listed hereon are Recorded in the Office of the County Clerk of Williamson County, Texas.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 110066068 P issued by Stewart Title Guaranty Company, issue date July 11, 2011, with regard to any record easements, right of way or setbacks affecting the subject property.

- 11) An oil, gas and mineral lease as recorded in Volume 802, Page 607, does affect the Subject Tract.
- 12) The terms, conditions and provisions as recorded in Volume 555, Page 461, does affect the Subject Tract.
- 13) The terms, conditions and provisions as recorded in Volume 562, Page 267, may affect the Subject Tract.
- 14) The terms, conditions and provisions as recorded in Volume 647, Page 452, does affect the Subject Tract as shown.
- 15) Easement and right of way granted to General Telephone Company of the Southwest as recorded in Volume 1062, Page 572, does not affect the Subject Tract.
- 16) Easement and right of way granted to GTE Southwest Incorporated as recorded in Document No. 9643569, does affect the Subject Tract as shown.
- 17 - 20) The temporary construction easement and permanent utility easement granted to the City of Georgetown as recorded in Document No. 199968542, Document No. 199968543, Document No. 199968544 and Document No. 199968545. Said easements do affect the Subject Tract as shown.
- 21) The terms and conditions as forth in Document No. 2000074009 and Document No. 2000085474, does not affect the Subject Tract.

TITLE COMMITMENT NOTES, CONTINUED

- 22) Wastewater easement granted to the City of Georgetown as recorded in Document No. 2007048915, does affect the Subject Tract as shown.
- 23) Temporary access and construction easement as recorded in Document No. 2007048916, may affect the Subject Tract. Non plotable description.
- 24) The terms, conditions and provisions as recorded in Document No. 2003002422, does not affect the Subject Tract.
- 25) The terms, conditions and provisions as recorded in Document no. 2003002423, does not affect the Subject Tract.
- 26) 20' utility access easement granted to the City of Georgetown as recorded in Document No. 2008085852, does affect the Subject Tract as shown.

CERTIFICATION TO: CITY OF GEORGETOWN and STEWART TITLE GUARANTY COMPANY EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.



*Shane Shafer*  
SHANE SHAFER, R.P.L.S.

August 8, 2011  
DATE

WEIR TRACT SHEET 5 OF 5

<> DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100

## **Exhibit C**

**CITY OF GEORGETOWN**  
**ANNEXATION SERVICE PLAN**  
**AREA: SOUTHWEST BYPASS**  
**(FM2243 TO S. FORK OF THE SAN GABRIEL RIVER)**  
**COUNCIL DISTRICT: No. 2**  
**DATE: AUGUST 10, 2021**

### **I. INTRODUCTION**

This Service Plan (the “Plan”) is made by the City of Georgetown, Texas (“City”) pursuant to Sections 43.056(b)-(o) and 43.065 of the Texas Local Government Code (“LGC”). This Plan relates to the annexation into the City of the land shown on Exhibit “A” to this Service Plan, which is referred to as “the Southwest Bypass Right-of-Way”. The provisions of this Plan were made available for public inspection and explained to the public at the two public hearings held by the City on August 10, 2021 and August 24, 2021 in accordance with Section 43.056(j) of the LGC.

### **II. TERM OF SERVICE PLAN**

Pursuant to Section 43.056(1) of the LGC, this Plan shall be in effect for a ten-year period commencing on the effective date of the ordinance approving the annexation. Renewal of the Plan shall be at the discretion of the City Council and must be accomplished by Ordinance.

### **III. INTENT**

It is the intent of the City to provide municipal services in accordance with the timetables required by the LGC. The City reserves the rights guaranteed to it by the LGC to amend this Plan if the City Council determines that changed conditions, subsequent occurrences, or any other legally sufficient circumstances exist under the LGC or other Texas laws that make this Plan unworkable, obsolete, or unlawful.

### **IV. CATEGORIZATION OF MUNICIPAL SERVICES**

The municipal services described herein are categorized by those services which are (1) available to the annexed area immediately upon annexation; (2) those services which will be available to the annexed area within 2½ years from the effective date of the annexation; and (3) those services for which capital improvements are needed and which will be available within 4½ years from the effective date of the annexation based upon a schedule for construction of such improvements as set forth herein.

For the purposes of this Plan, “provision of services” includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part, and may include duties on the part of a private landowner with regard to such services.

In addition, in accordance with Section 43.056(g) of the LGC, if before annexation the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the same being provided by the City to other areas within the City limits, this Plan shall be construed to allow for the provision to the annexed area of a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

## **V. SERVICES TO BE PROVIDED UPON ANNEXATION**

- 1. Fire Protection and Emergency Medical Services** – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
- 2. Police** – The City’s Police Department will provide protection and law enforcement services.
- 3. Planning and Development, Building Permits, and Inspections Services** - The City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
- 4. Parks and Recreational Facilities.** Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), 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 and appropriations therefor. 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.
- 5. Other Publicly Owned Buildings.** Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
- 6. Library** – Upon annexation, library privileges will be available to anyone residing in the annexed area.
- 7. Stormwater Utility Services** – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
- 8. Streets, Roads, and Street Lighting** – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative

maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City's preventative maintenance program.

9. **Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility** –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
10. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
11. **Code Compliance** – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
12. **Animal Control Services** – Upon annexation, the City shall provide animal control services in the annexed area.
13. **Business Licenses and Regulations** – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician's Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area.
14. **Health and Safety Regulations** – The provisions of the City Code of Ordinances relating to health and safety regulations (including but not limited to Fire Prevention Code; Fireworks; Food Sanitation; Noise Control; Nuisances; Junked Motor Vehicles; and Smoking in Public Places) shall apply in the annexed area.
15. **Regulations Pertaining to Peace, Morals and Welfare** -- The provisions of the City Code of Ordinances relating to peace, morals and welfare (including but not limited to Housing Discrimination; Weapons; and Enforcement of Other Miscellaneous Violations) shall apply in the annexed area.

## **VI. SERVICES TO BE PROVIDED WITHIN 4½ YEARS OF ANNEXATION; CAPITAL IMPROVEMENTS PROGRAM**

1. **In General** – The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary for services that are provided directly by the City.
2. **Water and Wastewater Services**– Water and wastewater services are only provided to occupied lots that have been legally subdivided and platted or are otherwise a legal lot, and that are located within the boundaries of the City's authorized service areas. Further, existing residences in the annexed area that were served by a functioning onsite sewer system (septic system) shall continue to use such private system for wastewater services in conformance with the City Code of Ordinances. Existing non-residential



establishments in the annexed area may continue to use an onsite sewer system (septic system) for sewage disposal in conformance with the City Code of Ordinances. Upon the Development of any property in the annexed area, the provisions of the UDC shall apply. The City shall have no obligation to extend water or wastewater service to any part of the annexed area that is within the service area of another water or wastewater utility. For annexed areas located within the City's authorized service areas, the City shall, subject to the terms and conditions of this Plan, extend water and wastewater service in accordance with the service extension ordinances, policies, and standards that are summarized in Section X of this Plan, which may require that the property owner or developer of a newly developed tract install water and wastewater lines. The extension of water and wastewater services will be provided in accordance with the policies summarized in Section X of this Plan and with any applicable construction and design standards manuals adopted by the City.

3. **Water and Wastewater Capital Improvements Schedule** – Because of the time required to design and construct the necessary water and wastewater facilities to serve the annexed area, certain services cannot be reasonably provided within 2½ years of the effective date of annexation. Therefore, the City shall implement a program, which will be initiated after the effective date of the annexation and include the acquisition or construction of capital improvements necessary for providing water and wastewater services to the area. The following schedule for improvements is proposed: construction will commence within 2 ½ years from the effective date of annexation and will be substantially complete within 4 ½ years from the effective date of annexation. However, the provisions of Section VII of this Plan shall apply to the schedule for completion of all capital improvements. In addition, the acquisition or construction of the improvements shall be accomplished by purchase, lease, or other contract or by the City succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.
4. **Roads and Streets** – No road or street related capital improvements are necessary at this time. Future extension of roads or streets and installation of traffic control devices will be governed by the City's Comprehensive Plan, the City's Overall Transportation Plan, the City's Capital Improvements Plan; the City's regular or non-impact fee Capital Improvements Program, and any applicable City ordinances, policies, and procedures, which may require that the property owner or developer install roads and streets at the property owner's or developer's expense. It is anticipated that the developer of new subdivisions in the area will install street lighting in accordance with the City's standard policies and procedures. Provision of street lighting will be in accordance with the City's street lighting policies.
5. **Capital Improvements for Other Municipal Services** – No capital improvements are necessary at this time to provide municipal Police; Fire Protection; Emergency Medical Services; Solid Waste Collection; Public Parks, Playgrounds, or Swimming Pools; Public Buildings or Facilities; or Library Services. The annexed area will be included in the City's future planning for new or expanded capital improvements and evaluated on the same basis and in accordance with the same standards as similarly situated areas of the City.

## **VII. FORCE MAJEURE AND SCHEDULE EXTENSIONS**

1. Certain events, described as Force Majeure Events in this Plan, are those over which the City has no control. Force Majeure Events shall include, but not be limited to, acts of God; terrorism or acts of a public enemy; war; blockages; riots; strikes; epidemics; forces of nature including landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes; arrest and restraint of government; explosions; collisions, and all other inabilities of the City, whether similar to those enumerated or otherwise, which are not within the control of the City. Any deadlines or other provisions of this Plan that are affected by a Force Majeure Event shall be automatically extended to account for delays caused by such Force Majeure Event.
2. In accordance with Section 43.056(e) of the LGC, this Plan and the schedules for capital improvements necessary to provide full municipal services to the annexed area may be amended by the City to extend the period for construction if the construction is proceeding with all deliberate speed. The construction of the improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the City does not violate this Plan if the construction process is interrupted for any reason by circumstances beyond the direct control of the City.

## **VIII. AMENDMENTS**

Pursuant to the provisions of Section 43.056(k) of the LGC, on approval by the City Council, the Plan is a contractual obligation that is not subject to amendment or repeal except as provided by state law. Section 43.056(k) of the LGC provides that if the City Council determines, after public hearings, that changed conditions or subsequent occurrences make the Plan unworkable or obsolete, the City Council may amend the Plan to conform to the changed conditions or subsequent occurrences. An amended Plan must provide for services that are comparable to or better than those established in the Plan before amendment. Before any Plan amendments are adopted, the City Council must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.063 of the LGC.

## **IX. FEES**

The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

## **X. WATER AND WASTEWATER SERVICE EXTENSION POLICIES**

The policies and regulations related to water and wastewater utility extensions that are included in the City Code of Ordinances, the Unified Development Code, the City's Construction and Specifications Manual, Drainage Manual, and other published policies and technical manuals, as the same may be amended from time to time, shall control the extension of water and wastewater services to the annexed area.