



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: June 30, 2020

AGENDA ITEM: Consider Approval of Municipal Services Agreement between the Town of Annetta, Texas and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The site for Elementary School No. 6 is comprised of 20.89 acres of land.
- The majority of this acreage, approximately 15.59 acres of land, is located within the city limits of the Town of Annetta (Town).
- The remaining approximately 5.30 acres of land (the Property) is located in the Town's extraterritorial jurisdiction (ETJ).
- The District has petitioned the Town to annex the Property into the city limits of the Town.
- Prior to annexation, the Town is required to enter into a written agreement with the property owner that sets forth the Town services to be provided for the Property on or after the effective date of the annexation.
- The following Municipal Services Agreement outlines the Town's intent to provide for the delivery of full, available municipal services to the Property in accordance with state law.

FISCAL INFORMATION:

None

ATTACHMENTS:

Municipal Services Agreement Between the Town of Annetta, Texas and Aledo Independent School District

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Municipal Services Agreement Between the Town of Annetta, Texas and Aledo Independent School District as presented.

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE TOWN OF ANNETTA, TEXAS AND
ALEDO INDEPENDENT SCHOOL DISTRICT**

This Municipal Services Agreement ("Agreement") is entered into on this 30th day of June, 2020, by and between the Town of Annetta, Texas, a Type A general law municipality of the State of Texas, ("Town") and the Aledo Independent School District ("Owner").

RECITALS

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

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

WHEREAS, Owner owns certain parcels of land situated in Parker County, Texas, which consists of approximately 5.3 acres of land in the Town's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Property is subject to Development Agreements (herein so called) recorded as Instrument No. 2014-15704 of the Real Property Records of Parker County, Texas; and

WHEREAS, pursuant to the Development Agreements, the owner of the Property, and all of the owner's heirs, successors, and assigns voluntarily petitioned for annexation, to be completed on or after July 31, 2019; and

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

WHEREAS, the annexation of the Property and execution of this Agreement are subject to approval by the Town Council of Town.

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

1. **RECITALS.** The parties agree that the foregoing recitals are true and correct and form the basis upon which the parties have entered into this Agreement.
2. **PROPERTY.** This Agreement is only applicable to the Property.

3. **INTENT.** It is the intent of the Town 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.

4. **MUNICIPAL SERVICES.**

- a. Commencing on the effective date of annexation, the Town will provide the municipal services set forth below.
 - i. Fire and Ambulance. Fire and ambulance service will be provided by the Parker County Emergency Services District No. 3 at the same or similar level of service now being provided to other areas of the Town with similar topography, land use, and population.
 - ii. Police. The Town will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the Town with similar topography, land use and population. Services will be provided by the Parker County Sheriff's Office.
 - iii. Solid Waste Collection. At the present time the Town is using a designated, specified contractor for collection of solid waste and refuse within the corporate limits of the Town. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to the Property to the extent that the Town's contractor has access to the area to be serviced.
 - iv. Planning, Zoning, and Building. The Town will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Publicly Owned Parks, Facilities, and Buildings. In the event the Town acquires any parks, facilities, or buildings necessary for Town services within the Property, the Town will provide maintenance and operations of the same.
 - vi. Streets. Any and all public roads, streets or alleyways which have been dedicated to the Town, or which are owned by the Town, will 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. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the Town, pursuant to the rules, regulations, and fees of such utility.
 - vii. Water and Wastewater. Any and all water or waste water facilities owned or maintained by the Town at the time of the proposed annexation shall

continue to be owned or maintained by the Town. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the Property will be owed or maintained by the Town, to the extent of its ownership.

- b. It is understood and agreed that the Town is not required to provide a service that is not included in this Agreement.
- c. It is understood and agreed that the Town will not provide any fewer services, and it will not provide a lower level of service to the Property than that in existence on the Property at the time immediately preceding the annexation process. Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided to the Property may differ somewhat from services provided to other areas of the Town. These differences are specifically dictated because of differing characteristics of the land and the Town will undertake to perform consistent with this Agreement so as to provide the Property with the same type, kind and quality of service presently enjoyed by areas of similar topography, land utilization, and population.

5. AUTHORITY. Town 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 annexation of the Property is within the sole jurisdiction of the Town Council. Nothing in this Agreement guarantees favorable decisions by the Town 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 illegality, invalidity, or unenforceability 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 the negotiation and drafting of this Agreement.

8. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Parker County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

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, neither party waives or surrenders 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 constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the 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.

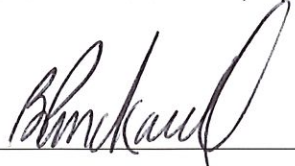
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

15. **ATTORNEY'S FEES.** If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

TOWN OF ANNETTA, TEXAS

ALEDO INDEPENDENT SCHOOL DISTRICT

By: 

By: _____

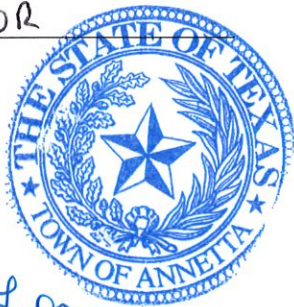
Name: BRUCE PINCKARD

Name: Hoyt Harris

Title: MAYOR

Title: President, Board of Trustees

Attest:



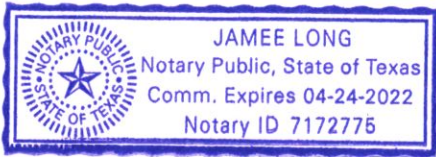

Jamee Long, Town Secretary

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

BEFORE ME, the undersigned authority, personally appeared Bruce Pinckard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 18th day of June, 2020.



Jamee Long
Notary Public, State of Texas

Print: Jamee Long

My commission expires: 4/24/2022

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

BEFORE ME, the undersigned authority, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this ____ day of _____, 2020.

Notary Public, State of Texas

Print: _____

My commission expires: _____

EXHIBIT A

The Property

ANNEXATION DESCRIPTION

BEING 5.3 acres of land situated in the B. Stephenson Survey, Abstract No. 1219, Town of Annetta ETJ, Parker County, Texas, and being a portion of a tract of land as described in deed to Aledo Independent School District (Aledo I.S.D.), according to the deed filed in County Clerk's (C.C.) #201817304, Deed Records of Parker County, Texas (D.R.P.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP", set at the southeast corner of said Aledo I.S.D. tract (#201817304), also being in a southwesterly line of a tract of land described in deed to Hendrix Annetto, L.L.C., according to the deed recorded in C.C. #201708597, D.R.P.C.T., also being the northeast corner of the remainder of a tract of land described in deed to Barbara Moore Family Partnership, LTD, according to the deed recorded in Volume 1849, Page 106, P.R.P.C.T., and also being in a west boundary line of the Town of Annetta;

THENCE S 64°10'57" W, along the south line of said Aledo I.S.D. tract (#201817304), and along the north line of the remainder of said Barbara Moore Family Partnership, LTD tract, a distance of 619.61 feet to the east boundary line of the Town of Annetta, from which a 5/8 inch iron rod with cap stamped "TNP", set in the south line of said Aledo I.S.D. tract (#201817304), also being in north line of the remainder of said Barbara Moore Family Partnership, LTD tract, bears S 64°10'57" W, a distance of 285.07 feet;

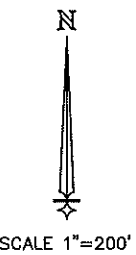
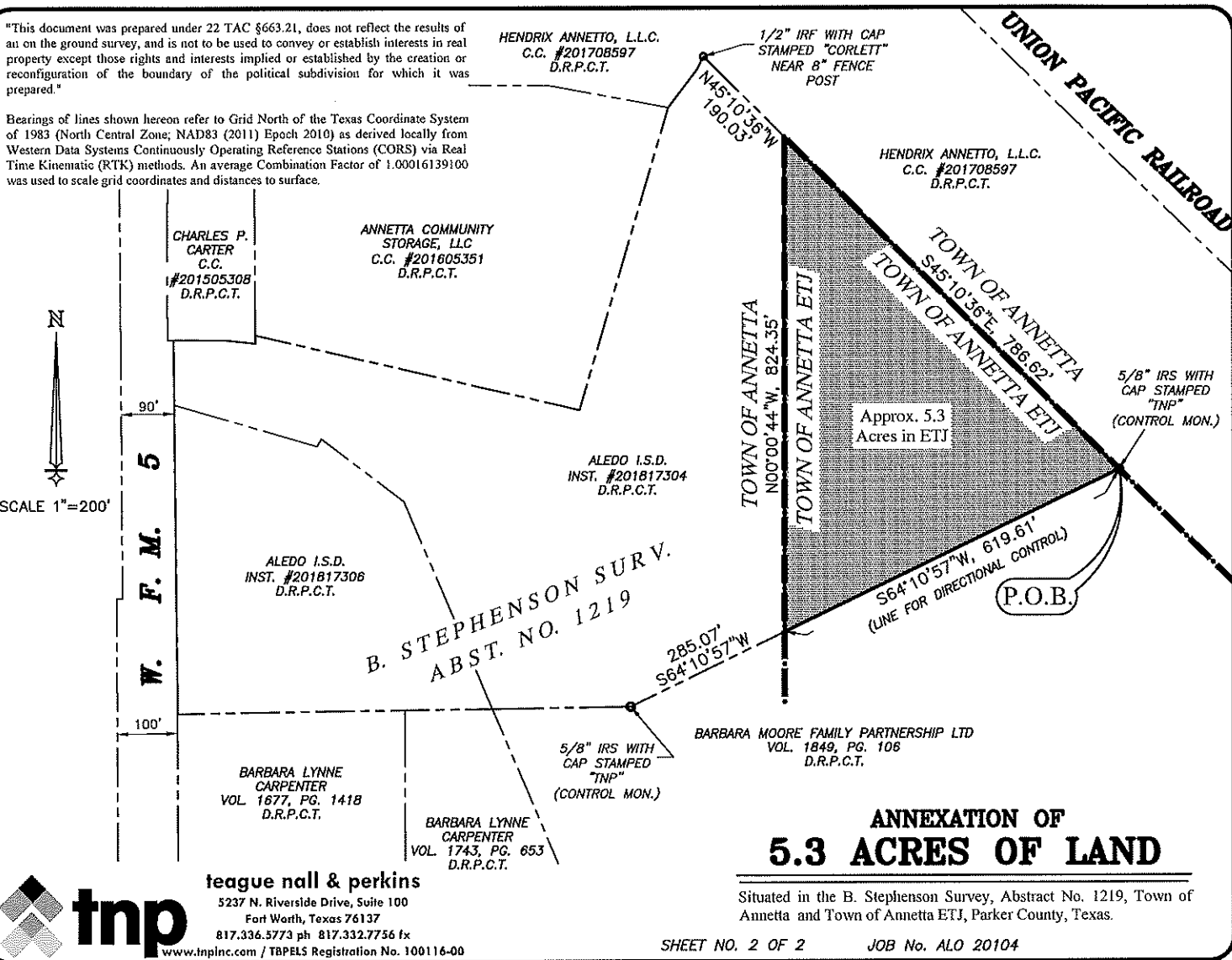
THENCE N 00°00'44" W, over and across said Aledo I.S.D. tract (#201817304), along an east boundary line of the Town of Annetta, a distance of 824.35 feet to the northeasterly line of said Aledo I.S.D. tract (#201817304), also being in a southwesterly line of said Hendrix Annetto, L.L.C. tract, and also being in a west boundary line of the Town of Annetta, from which a 1/2 inch iron rod with cap stamped "Corlett", found near an 8" fence post at the most northerly corner of said Aledo I.S.D. tract (#201817304), also being a reentrant corner of said Hendrix Annetto tract, bears N 45°10'36" W, a distance of 190.03 feet;

THENCE S 45°10'36" E, along the northeasterly line of said Aledo I.S.D. tract (#201817304), a southwesterly line of said Hendrix Annetto tract, and along a west boundary line of the Town of Annetta, a distance of 786.62 feet to the **POINT OF BEGINNING** and containing 5.3 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.00016139100 was used to scale grid coordinates and distances to surface.



W. F. M. 5

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ANNEXATION OF 5.3 ACRES OF LAND

Situated in the B. Stephenson Survey, Abstract No. 1219, Town of Annetta and Town of Annetta ETJ, Parker County, Texas.

SHEET No. 2 OF 2 JOB No. ALO 20104