



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: September 21, 2020

AGENDA ITEM: Consider Approval of Municipal Services Agreement between the City of Fort Worth, Texas and Aledo Independent School District

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The site for Middle School No. 2 on Old Weatherford Road is comprised of approximately 132 acres of land.
- All of the acreage for this site is located in the extraterritorial jurisdiction (ETJ) of the City of Fort Worth (City).
- The District has petitioned the City to annex this site into the city limits of the City.
- Prior to annexation, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation.
- The following Municipal Services Agreement outlines the City's intent to provide for the delivery of full, available municipal services to the Property in accordance with state law.
- This Municipal Services Agreement with the City of Fort Worth is almost identical to the Municipal Services Agreement with the Town of Annetta that was approved by the Board of Trustees on June 30.

FISCAL INFORMATION:

None

ATTACHMENTS:

Municipal Services Agreement Between the City of Fort Worth, Texas and Aledo Independent School District

ADMINISTRATIVE RECOMMENDATION:

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

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS AND
ALEDO INDEPENDENT SCHOOL DISTRICT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and Aledo Independent School District ("Owner").

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, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an 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 (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in Parker County, Texas, which consists of approximately 132.363 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and 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 Annexation Case No. AX-20-003 ("Annexation Case");

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 Case and execution of this Agreement are subject to approval by the Fort Worth City Council; and

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

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 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. For purposes of this Agreement, “full municipal services” means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, 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 MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. Planning and Zoning – The City’s Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. Roads and Streets (including Street lighting) – The City’s Transportation and 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 the City policies and procedures and applicable laws.
 - ix. Water and Wastewater to Existing Structures – Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue

to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City's cost for each occupied lot or tract in accordance with the City's "Policy for the Installation of Community Facilities" and applicable law. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

- x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.
 - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - d. 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 any subsequent City department that will provide the same or similar services.
- 4. SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
- 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 the Annexation Case is within the 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 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 Tarrant 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, 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 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 AND BENEFITS 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, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
- 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.

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

CITY OF FORT WORTH

**PROPERTY OWNER
ALEDO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Dana Burghdoff
Assistant City Manager

By: _____
Earl H. Husfeld
Chief Financial Officer

Approved as to Form and Legality:

Senior Assistant City Attorney

Attest:

Mary Kayser
City Secretary

Approvals:
M&C _____
Ordinance No. _____

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on the 21st day of September, 2020, by Earl H. Husfeld, Chief Financial Officer of the Aledo Independent School District on behalf of Aledo Independent School District.

By: _____

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

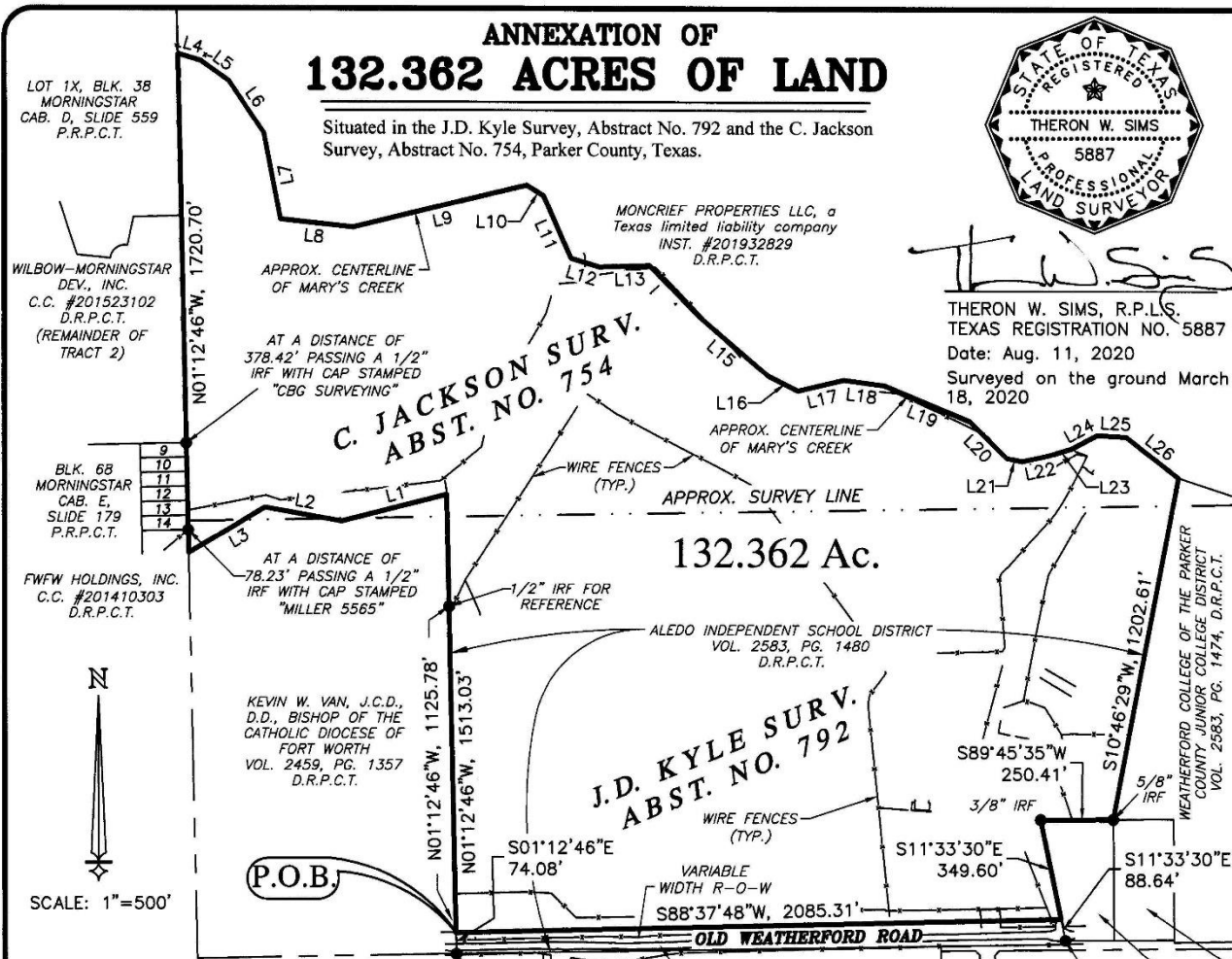
ANNEXATION OF 132.362 ACRES OF LAND

Situated in the J.D. Kyle Survey, Abstract No. 792 and the C. Jackson Survey, Abstract No. 754, Parker County, Texas.



Theron W. Sims
Theron W. Sims, R.P.L.S.
 TEXAS REGISTRATION NO. 5887
 Date: Aug. 11, 2020
 Surveyed on the ground March 18, 2020

LINE #	DIRECTION	LENGTH
L1	S75°48'50"W	373.75'
L2	N79°51'40"W	269.21'
L3	S59°50'27"W	310.63'
L4	S73°22'40"E	83.60'
L5	S54°25'31"E	119.33'
L6	S34°42'35"E	218.19'
L7	S10°51'04"E	303.28'
L8	S83°45'29"E	252.72'
L9	N76°19'58"E	612.36'
L10	S57°59'20"E	67.68'
L11	S23°54'43"E	235.92'
L12	S73°14'01"E	100.07'
L13	N88°22'55"E	177.19'
L14	S44°02'49"E	245.23'
L15	S49°20'15"E	316.04'
L16	S63°47'36"E	111.76'
L17	N76°50'55"E	164.42'
L18	S82°23'31"E	138.47'
L19	S67°30'36"E	319.90'
L20	S44°45'25"E	180.44'
L21	S78°45'48"E	53.43'
L22	N77°47'20"E	92.51'
L23	N72°51'17"E	84.98'
L24	N62°02'55"E	99.84'
L25	S86°37'55"E	100.31'
L26	S51°58'58"E	229.43'



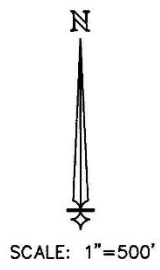
LOT 1X, BLK. 38
 MORNINGSTAR
 CAB. D, SLIDE 559
 P.R.P.C.T.

WILBOW-MORNINGSTAR
 DEV., INC.
 C.C. #201523102
 D.R.P.C.T.
 (REMAINDER OF
 TRACT 2)

BLK. 6B
 MORNINGSTAR
 CAB. E,
 SLIDE 179
 P.R.P.C.T.

FWFW HOLDINGS, INC.
 C.C. #201410303
 D.R.P.C.T.

KEVIN W. VAN, J.C.D.,
 D.D., BISHOP OF THE
 CATHOLIC DIOCESE OF
 FORT WORTH
 VOL. 2459, PG. 1357
 D.R.P.C.T.



GEO BEGGS III et al
 VOL. 204, PG. 497
 D.R.P.C.T.

A 5/8" SMOOTH IRF,
 BEARS S01°12'46"E, 74.08'
 (CONTROL MON.)

WALSH RANCHES LIMITED PARTNERSHIP
 VOL. 1699, PG. 1765
 D.R.P.C.T.

WALSH RANCH-QUAIL VALLEY
 CAB E, SLIDE 513, P.R.P.C.T.

CITY OF FORT WORTH
 (BY ORD. #23238)

ALEDO I.S.D.
 VOL. 2682, PG. 958
 D.R.P.C.T.

REGINA GRAMMER
 VOL. 2438, PG. 899
 D.R.P.C.T.



teague nall & perkins
 5237 N. Riverside Drive, Suite 100
 Fort Worth, Texas 76137
 817.336.5773 ph 817.332.7756 fx
 www.tnpsc.com / TBPELS Registration No. 100116-00

"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."

EXHIBIT A

EXHIBIT A
Continued

“ANNEXATION DESCRIPTION”

Being 132.362 acres of land situated in the J.D. Kyle Survey, Abstract No. 792 and the C. Jackson Survey, Abstract No. 754, Parker County, Texas, being a portion of that certain tract of land described in deed to Aledo Independent School District (Aledo I.S.D.), according to the deed filed in Volume 2583, Page 1480, Deed Records of Parker County, Texas (D.R.P.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING in the most southerly west line of said Aledo I.S.D. tract, also being in the east line of a tract of land described in deed to Kevin W. Van, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth, as filed in Volume 2459, Page 1357, D.R.P.C.T., and also being the northwest corner of the proposed Right-of-Way (R-O-W) line for Old Weatherford Road, from which a smooth 5/8 inch iron rod found at the southwest corner of said Aledo I.S.D. tract, and called south Right-of-Way (R-O-W) line of said Old Weatherford Road per Aledo I.S.D. deed, also being the southeast corner of said Catholic Diocese tract, bears S 01°12'46" E, a distance of 74.08 feet;

THENCE N 01°12'46" W, along the most southerly west line of said Aledo I.S.D. tract, and along the east line of said Catholic Diocese tract, at a distance of 1125.78 feet passing a 1/2 inch iron rod found for reference, and continuing in all, a distance of 1513.03 feet to the approximate center of a creek, also being a re-entrant corner of said Aledo I.S.D. tract, and the northeast corner of said Catholic Diocese tract;

THENCE along the most northerly south line of said Aledo I.S.D. tract, the north line of said Catholic Diocese tract, and along the approximate center of a creek, the following courses and distances;

S 75°48'50" W, a distance of 373.75 feet;

N 79°51'40" W, a distance of 269.21 feet;

S 59°50'27" W, a distance of 310.63 feet to the east line of a tract of land described in deed to FFWF Holdings, Inc., as filed in Instrument #201410303, D.R.P.C.T., also being the most westerly southwest corner of said Aledo I.S.D. tract, and being the northwest corner of said Catholic Diocese tract;

THENCE N 01°12'46" W, along the west line of said Aledo I.S.D. tract, and along the east line of said FFWF Holdings tract, at a distance of 78.23 feet passing a 1/2 inch iron rod with cap stamped "Miller 5565", found for northeast corner of said FFWF Holdings tract, also being the southeast corner of Lot 14, Block 68, Morningstar, an addition to Parker County, Texas, as filed in Cabinet E, Slide 179, Plat Records of Parker County, Texas (P.R.P.C.T.), and continuing along said line passing the east line of Lots 9 thru 13 and said Lot 14 of said Block 68, at total distance of 378.42 feet passing a 1/2 inch iron rod with cap stamped "CBG Surveying", found for northeast corner of said Lot 9, also being the southeast corner of the remainder of tract 2, as described in deed to Wilbow-Morningstar Development, Inc., as filed in Instrument #201523102, D.R.P.C.T., and continuing along the west line of said Aledo I.S.D. tract, passing along the east line of said Wilbow-Morningstar tract, also passing along the east line of Lot 1X, Block 38, Morningstar, an addition to Parker County, Texas, as filed in Cabinet D, Slide 559, P.R.P.C.T., in all, a distance of 1720.70 feet to the northwest corner

Sheet 1 of 4
ALO 20152

EXHIBIT A
Continued

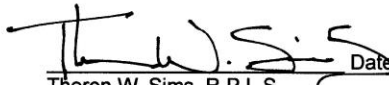
S 51°58'58" E, a distance of 229.43 feet to the northeast corner of said Aledo I.S.D. tract, also being in the approximate center of Mary's Creek, also being in the south line of said Moncrief Properties tract, and also being the northwest corner of a tract of land described in deed to Weatherford College of the Parker County Junior College District, as filed in Volume 2583, Page 1474, D.R.P.C.T.;

THENCE S 10°46'29" W, along the east line of said Aledo I.S.D. tract, and along the west line of said Weatherford College tract, a distance of 1202.61 feet to a 5/8 inch iron rod found at the most easterly southeast corner of said Aledo I.S.D. tract, also being the most westerly southwest corner of said Weatherford College tract, also being the northwest corner of a tract of land described in deed to Aledo Independent School District, according to the deed filed in Volume 2682, Page 958, D.R.P.C.T., and also being the northeast corner of a tract of land described in deed to Regina Grammer, according to the deed filed in Volume 2438, Page 899, D.R.P.C.T.;

THENCE S 89°45'35" W, along the most easterly south line of said Aledo I.S.D. tract (Vol. 2583, Pg. 1480), and along the north line of said Grammer tract, a distance of 250.41 feet to a 3/8 inch iron rod found at the northwest corner of said Grammer tract, also being a re-entrant corner of said Aledo I.S.D. tract (Vol. 2583, Pg. 1480);

THENCE S 11°33'30" E, along the most southerly east line of said Aledo I.S.D. tract (Vol. 2583, Pg. 1480), and along the west line of said Grammer tract, a distance of 349.60 feet to the northeast corner of the proposed R-O-W line for said Old Weatherford Road, from which a 3/8 inch iron rod found at the southwest corner of said Grammer tract, also being in east line of said Aledo I.S.D. tract (Vol. 2583, Pg. 1480), bears S 11°33'30" E, a distance of 88.64 feet;

THENCE S 88°37'48" W, over and across said Aledo I.S.D. tract, along the proposed north R-O-W line for said Old Weatherford Road, a distance of 2085.31 feet to the **POINT OF BEGINNING** and containing 132.362 acres of land.

 Date: August 10, 2020
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887
Surveyed on the ground March 18, 2020



"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."

Sheet 3 of 4
ALO 20152