

Refiling with
extra page of
metes & bounds - not
included previously
1/2017

ORDINANCE NO. 1123

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF CLEVELAND, TEXAS, TO EMBRACE AND INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS, AND BOUNDARIES AND ANNEXING TO THE CITY OF CLEVELAND, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH TERRITORY; MAKING FINDINGS; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Cleveland, Texas (the "City") finds, determines and declares that the Territory hereinafter described in Exhibit "A", attached hereto and made part hereof, (the "Territory") is adjacent and contiguous to the present city limits of the City; that said Territory lies within the exclusive extraterritorial jurisdiction of the City; and that the annexation of the said Territory to the City will promote the general health, safety and welfare of persons residing within the City and within said Territory, if any; and

WHEREAS, the City Council of the City has heretofore, on December 20, 2016, directed the staff to prepare a Service Plan that provides for the extension of municipal services to the area within the Territory; and

WHEREAS, a public hearing was held on December 20, 2016, in the City Council Chambers, City Hall, 907 East Houston, Cleveland, Texas, at which public hearing all interested parties were given an opportunity to be heard and the proposed Service Plan was made available for public inspection.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The boundary limits of the City of Cleveland, Texas are hereby extended to embrace and include all of the Territory more particularly described by metes and bounds in Exhibit "A" attached hereto, and such Territory is hereby annexed to and made part of the City for general purposes.

Section 3. The plan for extension of municipal services into the Territory annexed to the City by the provisions of this Ordinance is set forth in the "Municipal Service Plan" attached hereto as Exhibit "B" and made part hereof for all purposed. Such Municipal Service Plan is hereby approved.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Ordinance and the subject matter

hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.


Section 5. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid or the application thereof ineffective or inapplicable as to any Territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the Territory hereby annexed to the City of Cleveland, such ineffectiveness of this Ordinance as to any such part or parts of any such Territory shall not affect the effectiveness of this Ordinance as to all of the remainder of such Territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Cleveland every part of the Territory described in Section 2 of this Ordinance, regardless of whether any other part of such described Territory is hereby effectively annexed to the City. Provided, further, if there is included in the general description of the Territory set out in Section 2 of this Ordinance to be hereby annexed to the City of Cleveland any Territory which is already a part of and included within the general limits of the City of Cleveland, or which is presently part of and included in the limits of extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Cleveland's jurisdiction to annex, the same is hereby excluded and excepted from the Territory to be annexed hereby as fully as if such excluded and excepted Territory were especially and specifically described herein.

PASSED, APPROVED, AND ADOPTED THIS 20th day of December, 2016.



Niki Coats, Mayor

ATTEST:



Angela Smith, City Secretary

After filing, return to:
City of Cleveland
Attn: City Secretary
907 E Houston
Cleveland, TX 77327



**EXHBIT "A"
PROPERTY**

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 122.3645 ACRES OF LAND SITUATED IN MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF THE THOMAS DEVERS SURVEY, ABSTRACT NO. 790, AND THE PRESSLEY GILL SURVEY, ABSTRACT NO. 230, AND BEING THAT SAME CALLED 122.3536 ACRE TRACT FROM RALPH D. ROBERTS AND PAT ROBERTS TO WALTER BAUDAT, SR. RECORDED IN WARRANTY DEED WITH VENDORS LIEN IN FILM CODE NO. 99013378 OF THE OFFICIAL REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, DATED FEBRUARY 23, 1999, AND BEING OUT OF THOSE CERTAIN FRIENDSWOOD TRACTS AS DESCRIBED IN VOLUME 626, PAGE 324 LIBERTY COUNTY DEED RECORDS AND BEING OUT OF THOSE CERTAIN TRACTS OR PARCELS CONVEYED TO STROTHER TIMBERLANDS, LTD., IN A DEED RECORDED IN VOLUME 1394, PAGE 70 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, DATED DECEMBER 18, 1991, AND IN A DEED FROM KING RANCH TO STROTHER TIMBERLANDS, LTD., RECORDED IN VOLUME 1394, PAGE 672 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY; SAID TRACT BEING OUT OF THOSE CERTAIN DEEDS FROM STROTHER TIMBERLANDS, LTD., TO EUGENE CAMPBELL AS RECORDED IN VOLUME 1404, PAGE 346 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, IN VOLUME 142, PAGE 280 OF THE OFFICIAL PUBLIC RECORDS OF SAN JACINTO COUNTY, AND RECORDED UNDER THE COUNTY CLERKS FILM CODE NO. 776-01-0783 OF MONTGOMERY COUNTY, TEXAS; SAID 122.3645 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; (BEARINGS BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 105 BEING NORTH 71 DEGREES 43 MINUTES 18 SECONDS EAST);

BEGINNING AT A POINT IN THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 105, BEING THE NORTHWEST CORNER OF SAID 122.3536 ACRE TRACT AND HEREIN DESCRIBED 122.3645 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 33.5462 ACRE TRACT DESCRIBED IN DEED RECORDED IN FILM CODE NO. 2000-107873 OF THE OFFICIAL REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS; FROM WHICH A 1 INCH PINCHED TOP PIPE FOUND BEARS NORTH 65 DEGREES 45 MINUTES EAST, A DISTANCE OF 3.21 FEET;

THENCE NORTH 71 DEGREES 43 MINUTES 18 SECONDS EAST, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 105, SAME BEING THE NORTHWEST LINE OF SAID 122.3536 ACRE TRACT, A DISTANCE OF 863.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF THE SAID 122.3536 ACRE TRACT, SAME BEING THE MOST WESTERLY CORNER OF A CALLED 12.3848 ACRE TRACT DESCRIBED IN DEED RECORDED IN FILM CODE NO. 9408748 OF THE OFFICIAL REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 59 DEGREES 49 MINUTES 26 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 122.3536 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID 12.3848 ACRE TRACT AND A CALLED 56.2985 ACRE TRACT DESCRIBED IN DEED RECORDED IN FILM CODE NO. 9408748 OF THE OFFICIAL REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, A DISTANCE OF 3182.69 FEET TO A 5/8 INCH IRON ROD SET CAPPED "SOUTH TEXAS SURVEYING" IN THE CENTERLINE OF BEE BRANCH FOR THE MOST EASTERLY CORNER OF SAID 122.3536 ACRE TRACT, SAME BEING THE SOUTHERLY CORNER OF SAID 56.2985 ACRE TRACT AND BEING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE MEANDERS OF SAID BEE BRANCH, SAME BEING THE NORTHWEST LINE OF FOSTORIA OAKS SUBDIVISION, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET "H", SHEET 77A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES;

LI: SOUTH 78 DEGREES 29 MINUTES 38 SECONDS WEST, A DISTANCE OF 51.07 FEET;

L2: SOUTH 02 DEGREES 34 MINUTES 39 SECONDS EAST, A DISTANCE OF 91.67 FEET; L3:
SOUTH 27 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 40.89 FEET; L4:
NORTH 81 DEGREES 12 MINUTES 39 SECONDS EAST, A DISTANCE OF 61.59 FEET; L5:
SOUTH 20 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 27.54 FEET; L6:
SOUTH 40 DEGREES 56 MINUTES 44 SECONDS WEST, A DISTANCE OF 47.49 FEET; L7:
SOUTH 33 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 121.95 FEET; L8:
NORTH 27 DEGREES 30 MINUTES 58 SECONDS WEST, A DISTANCE OF 81.48 FEET; L9:
SOUTH 44 DEGREES 43 MINUTES 46 SECONDS WEST, A DISTANCE OF 249.53 FEET; L10:
SOUTH 24 DEGREES 33 MINUTES 27 SECONDS WEST, A DISTANCE OF 79.84 FEET;
L11: SOUTH 58 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 119.43 FEET;
L12: NORTH 55 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 66.94 FEET;
L13: NORTH 09 DEGREES 18 MINUTES 53 SECONDS EAST, A DISTANCE OF 26.47 FEET;
L14: NORTH 54 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 34.99 FEET;
L15: SOUTH 01 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.65 FEET;
L16: SOUTH 36 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 47.07 FEET; L1
7: SOUTH 83 DEGREES 22 MINUTES 47 SECONDS WEST, A DISTANCE OF 103.20 FEET; L18:
SOUTH 20 DEGREES 10 MINUTES 53 SECONDS WEST, A DISTANCE OF 21.38 FEET; L19:
SOUTH 67 DEGREES 55 MINUTES 33 SECONDS EAST, A DISTANCE OF 26.77 FEET; L20:
SOUTH 62 DEGREES 06 MINUTES 06 SECONDS EAST, A DISTANCE OF 36.82 FEET; L21:
SOUTH 07 DEGREES 32 MINUTES 13 SECONDS WEST, A DISTANCE OF 44.10 FEET; L22:
NORTH 82 DEGREES 14 MINUTES 49 SECONDS WEST, A DISTANCE OF 127.24 FEET; L23:
NORTH 46 DEGREES 00 MINUTES 48 SECONDS WEST, A DISTANCE OF 53.35 FEET; L24:
SOUTH 10 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 117.55 FEET; L25:
SOUTH 31 DEGREES 00 MINUTES 44 SECONDS WEST, A DISTANCE OF 33.22 FEET; L26:
NORTH 45 DEGREES 57 MINUTES 54 SECONDS WEST, A DISTANCE OF 86.75 FEET; L27:
NORTH 09 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.60 FEET; L28:
NORTH 46 DEGREES 34 MINUTES 11 SECONDS WEST, A DISTANCE OF 70.26 FEET; L29:
SOUTH 43 DEGREES 50 MINUTES 33 SECONDS WEST, A DISTANCE OF 72.02 FEET;

L30: NORTH 48 DEGREES 22 MINUTES 08 SECONDS WEST, A DISTANCE OF 55.25 FEET;

L31: SOUTH 41 DEGREES 49 MINUTES 43 SECONDS WEST, A DISTANCE OF 108.06 FEET;

L32: SOUTH 49 DEGREES 29 MINUTES 26 SECONDS WEST, A DISTANCE OF 14221 FEET;

L33: SOUTH 67 DEGREES 40 MINUTES 30 SECONDS WEST, A DISTANCE OF 79.11 FEET;

L34: SOUTH 42 DEGREES 15 MINUTES 06 SECONDS WEST, A DISTANCE OF 46.00 FEET;

L35: SOUTH 09 DEGREES 53 MINUTES 10 SECONDS EAST, A DISTANCE OF 17.53 FEET;

L36: SOUTH 56 DEGREES 40 MINUTES 14 SECONDS WEST, A DISTANCE OF 37.60 FEET;

L37: NORTH 58 DEGREES 46 MINUTES 15 SECONDS WEST, A DISTANCE OF 45.96 FEET;

L38: SOUTH 56 DEGREES 23 MINUTES 14 SECONDS WEST, A DISTANCE OF 95.82 FEET;

L39: SOUTH 18 DEGREES 29 MINUTES 12 SECONDS WEST, A DISTANCE OF 65.15 FEET;

IAO: SOUTH 16 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 3.58 FEET; L41:

SOUTH 39 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 47.95 FEET; L42:

NORTH 67 DEGREES 07 MINUTES 15 SECONDS WEST, A DISTANCE OF 46.09 FEET; L43:

NORTH 15 DEGREES 41 MINUTES 22 SECONDS WEST, A DISTANCE OF 82.69 FEET; L44:

SOUTH 44 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 60.61 FEET; L45:

SOUTH 76 DEGREES 42 MINUTES 27 SECONDS WEST, A DISTANCE OF 37.52 FEET; L46:

SOUTH 17 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 176.61 FEET; L47:

SOUTH 16 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 122.79 FEET;

IA8: SOUTH 05 DEGREES 22 MINUTES 47 SECONDS WEST, A DISTANCE OF 72.24 FEET;

L49: SOUTH 39 DEGREES 43 MINUTES 02 SECONDS WEST, A DISTANCE OF 29.00 FEET;

LSO: SOUTH 31 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 38.08 FEET; LS

I: SOUTH 63 DEGREES 28 MINUTES 57 SECONDS WEST, A DISTANCE OF 93.62 FEET; LS2:

NORTH 36 DEGREES 05 MINUTES 56 SECONDS WEST, A DISTANCE OF 32.99 FEET; LS3:

NORTH 01 DEGREES 45 MINUTES 03 SECONDS WEST, A DISTANCE OF 50.69 FEET; L54

: NORTH 69 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 40.68 FEET; L55:

SOUTH 36 DEGREES 23 MINUTES 18 SECONDS WEST, A DISTANCE OF 112.30 FEET; L56:

SOUTH 31 DEGREES 22 MINUTES 36 SECONDS WEST, A DISTANCE OF 15.87 FEET;

L57: SOUTH 07 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 32.66 FEET;
L58: SOUTH 62 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 41.79 FEET;
L59: SOUTH 28 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 49.51 FEET;
L60: SOUTH 29 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 44.22 FEET;
L61: SOUTH 14 DEGREES 32 MINUTES 22 SECONDS WEST, A DISTANCE OF 85.22 FEET;
L62: SOUTH 58 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 36.24 FEET;
L63: SOUTH 53 DEGREES 12 MINUTES 55 SECONDS WEST, A DISTANCE OF 32.75 FEET;
L64: NORTH 87 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.28 FEET;
L65: SOUTH 25 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 92.31 FEET;
L66: SOUTH 83 DEGREES 03 MINUTES 21 SECONDS EAST, A DISTANCE OF 107.36 FEET;
L67: SOUTH 01 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 74.26 FEET;
L68: SOUTH 46 DEGREES 48 MINUTES 35 SECONDS WEST, A DISTANCE OF 71.44 FEET;

L69: SOUTH 79 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 27.28 FEET TO A 5/8 INCH IRON ROD SET CAPPED "SOUTH TEXAS SURVEYING" FOR THE MOST SOUTHERLY CORNER OF SAID 122.3536 ACRE TRACT, BEING IN THE NORTHEAST LINE OF A CALLED 18.8472 ACRE TRACT DESCRIBED IN DEED RECORDED IN FILM CODE NO. 2000-107873 OF THE OFFICIAL REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 27 DEGREES 11 MINUTES 26 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 18.8472 ACRE TRACT AND SAID 33.5462 ACRE TRACT, A DISTANCE OF 3666.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 122.3645 ACRES (5,330,200 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT B

CITY OF CLEVELAND, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Cleveland, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

- B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, emergency medical services, solid waste collection, operation and maintenance of water and wastewater facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:
1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.
 2. Fire Protection. The Cleveland Volunteer Fire Department of the City currently provides fire protection to the Tract. Fire protection will remain at the current level of service.
 3. Emergency Medical Services. The EMS Department of the City currently provides emergency medical services to the Tract. Emergency medical services will remain at the current level of service.
 4. Solid Waste Collection. All eligible residences will be provided solid waste collection service by the City's contractor. Such service will consist of twice-weekly curbside pickup of refuse. Special pickups will also be provided.

5. Maintenance of Water and Wastewater Facilities. There are no City water and wastewater facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
 6. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through a electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
 7. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Parks Department will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
 8. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan. If another entity has a certificate of convenience and necessity to provide service within the Tract, the City cannot provide the service.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan. If another entity has a certificate of convenience and necessity to provide service within the Tract, the City cannot provide the service.
6. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or

related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

7. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
8. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and

any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

FILED FOR RECORD
01/05/2017 12:50PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

01/05/2017



County Clerk
Montgomery County, Texas

FILED FOR RECORD
02/09/2017 03:26PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

02/09/2017



County Clerk
Montgomery County, Texas