

ORDINANCE NO. 2020-3

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF BEASLEY, TEXAS, TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES IN THE VICINITY OF 9th STREET AND AVENUE E, AND ANNEXING TO THE CITY OF BEASLEY, TEXAS, ALL OF THE TERRITORY WITHIN SUCH BOUNDARIES; APPROVING A SERVICE PLAN FOR THE AREA WITHIN SUCH TERRITORY; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Beasley, 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 Territory is being annexed pursuant to landowner Petition by 100% of the owners of the Territory; and

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

WHEREAS, public hearings were held on May 12 and 19, 2020, in the City Council Chambers, City Hall, 319 S. 3rd Street, Beasley, Texas, at which public hearings all interested parties were given an opportunity to be heard and the proposed Service Plan was made available for public inspection; and

WHEREAS, public notice of each public hearing was provided to each public school district located in the Territory;

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

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 Beasley, 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 purposes. 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 Beasley, 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 Beasley 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 Beasley any Territory which is already a part of and included within the general limits of the City of Beasley, 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 Beasley'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 19th day of May, 2020.



Kenneth Reid, Mayor

ATTEST:



Misty Tiemann, City Secretary

Exhibit "A"

METES AND BOUNDS DESCRIPTION

October 31, 2019

19.000 acres of land in the Buffalo Bayou, Brazos, and Colorado Railroad Co. Survey, Section 3, Survey, Abstract No. 141, Fort Bend County, Texas

A FIELD NOTE DESCRIPTION of a 19.000 acre (827,640 square feet) tract of land in the Buffalo Bayou, Brazos and Colorado Railroad Co. Survey, Section 3, Abstract No. 141, Fort Bend County, Texas; said 19.000 acre tract being out of a 98.41 acre tract of land conveyed to Kelly R. Kaluza and wife, Jerry Anne Kaluza, as recorded in Fort Bend County Clerk's File Nos. 1999040993, 2000049111 and 2001015743 and in Volume 809, Page 343, Volume 816, Page 414, Volume 931, Page 384, Volume 939, Page 543, and Volume 1042, Page 473 of the Fort Bend County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 1/2-inch iron pipe found for a west corner of Reserve "A" of Jafaria Cemetery, according to the map or plat recorded in Plat No. 20160076 of the Fort Bend County Plat Records, for a south corner of a 30.5612 acre tract of land conveyed to Roy James Hausler, et ux, as recorded in Volume 2168, Page 1514 of the Fort Bend County Deed Records, for the north corner of a 14.680 acre tract of land conveyed to Terramore, L.T.D., as recorded in Fort Bend County Clerk's File No. 2003167713, for an east corner of said 98.41 acre tract and for the east corner of this tract;

THENCE, South 42° 27' 01" West - 489.71 feet (called South 45° 19' 55" West - 488.00 feet per Fort Bend County Clerk's File No. 2003167713) with the northwest line of said 14.680 acre tract and with a southeast line of said 98.41 acre tract to a 5/8-inch iron rod with cap stamped "4035 1535" found for the northwest corner of said 14.680 acre tract, for a north corner of a 76.265 acre tract of land conveyed to MAA Houston Investments, LLC, as recorded in Fort Bend County Clerk's File No. 2016128818 and for an angle point of this tract; from which a 3/4-inch iron pipe found bears South 47° 52' 08" East - 1,317.00 feet (called South 44° 59' 46" East - 1,316.69 feet per Fort Bend County Clerk's File No. 2003167713);

THENCE, South 42° 32' 39" West - 499.30 feet (called South 45° 37' 55" East - 500.16 feet per Fort Bend County Clerk's File No. 2016128818) with the northwest line of said 75.265 acre tract and with a southeast line of said 98.41 acre tract to a 3/4-inch iron pipe found for an angle point of said 72.265 acre tract, for the east corner of a 100.252 acre tract of land conveyed to Robert G. Ackerley, as recorded in Fort Bend County Clerk's File No. 2001092911, for a south corner of said 98.41 acre tract and for the south corner of this tract; from which a 5/8-inch iron rod with cap found in the northeast right-of-way line of FM 1875 bears South 42° 09' 44" West - 1,612.78 feet (called South 45° 17' 43" West - 1,612.17 feet per Fort Bend County Clerk's File No. 2016128818) (called South 44° 59' 08" West - 1,612.17 feet per Fort Bend County Clerk's File No. 2001092911);

THENCE, North 47° 41' 02" West - 834.63 feet with the northeast line of said 100.252 acre tract and with the southwest line of said 98.41 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the west corner of this tract; from which a 3/4-inch iron pipe found in the southeast right-of-way line of Kovar Road for the west corner of said 98.41 acre tract bears North 47° 41' 02" West - 1,776.11 feet;

THENCE, North 42° 18' 58" East - 990.06 feet to a 5/8-inch iron rod with cap stamped "TEAM" set in the southwest line of said 30.5612 acre tract and in the northeast line of said 98.41 acre tract for the north corner of this tract;

THENCE, South 47° 36' 43" East - 837.76 feet with the southwest line of said 30.5612 acre tract and with the northeast line of said 98.41 acre tract to the POINT OF BEGINNING and containing 19.000 acres (827,640 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1324-4
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Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



September 26, 2019

2.7491 acres of land being out of the Buffalo Bayou, Brazos and Colorado Railroad Co. Survey, Section 3, Abstract No. 141, Fort Bend County, Texas

A FIELD NOTE DESCRIPTION of a 2.7491 acre (119,751 square feet) tract of land in the Buffalo Bayou, Brazos and Colorado Railroad Co. Survey, Section 3, Abstract 141, Fort Bend County, Texas: said 16.341 acre tract being all of a called 2.7482 acre tract of land conveyed to David Christensen, as recorded in Fort Bend County Clerk's File No. 2016102022 and being out of Lot 7 of the Turkey Creek Subdivision, according to the map or plat recorded in Volume 52, Page 233 of the Fort Bend County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 1-inch iron pipe found in the west right-of-way line of 8th Street (80 feet wide) for the east corner of the Replat of Beasley Manor Subdivision, according to the map or plat recorded in Slide No. 418A of the Fort Bend county Plat Records:

THENCE, South 42° 08' 34" West with the southeast line of said Replat of Beasley Manor Subdivision, at a distance of 401.36 feet pass a 3/4-inch iron pipe, at a distance of 407.49 feet pass a 5/8-inch iron rod with cap stamped "1943-4349" found for the south corner of said Replat of Beasley Manor, continuing with the southeast line of a 14.680 acre tract of land conveyed to Terramore, Ltd., as recorded in Fort Bend County Clerk's File No. 2003167713, at a distance of 425.02 feet pass a 5/8-inch iron rod with cap found and continuing with the southeast line of said 14.680 acre tract and with the northwest line of a 1.64 acre tract of land conveyed to Terramore, Ltd., as recorded in Fort Bend County Clerk's File No. 2016088617 for a total distance of 623.32 feet to a 3/4-inch iron pipe found for the north corner and POINT OF BEGINNING of this tract:

THENCE, South 47° 45' 13" East - 469.54 feet (called South 45° East - 468.69 feet per Fort Bend County Clerk's File No. 2016102022; called South 47° 45' 26" East - 469.39 feet per Fort Bend County Clerk's File No. 2016088617) with the southwest line of said 1.64 acre tract to a 3/4-inch iron pipe found in the north right-of-way line of Avenue E (width varies) for an east corner of this tract;

THENCE, South 53° 02' 00" West - 198.63 feet (called South 56° West - 198.73 feet) with the north right-of-way line of said Avenue E to a 5/8-inch iron rod with cap stamped "I.E.A.M.," set for an interior corner of this tract;

THENCE, South 36° 46' 44" East - 38.37 feet (called South 34° East - 40.0 feet) with a jog in the north right-of-way line of said Avenue E to a mag nail set for an east corner of this tract;

THENCE, South 53° 13' 16" West - 62.66 feet (called South 56° West - 62.66 feet) with the north right-of-way line of said Avenue E to a 3/4-inch iron pipe found for the south corner of this tract;


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THENCE, North 47° 44' 33" West - 457.63 feet (called North 45° West - 458.08 feet) with the northeast line of a 76.265 acre tract of land conveyed to MAA Houston Investments, L.L.C, as recorded in Fort Bend County Clerk's File No. 2016128818 to a 3/4-inch iron pipe found for the west corner of this tract;

THENCE, North 42° 08' 34" East - 263.85 feet (called North 45° East - 264.22 feet) with the southeast line of said 14.680 acre tract to the POINT OF BEGINNING and containing 2.7491 acres (119,751 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1324-4
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Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



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Exhibit "B"

CITY OF BEASLEY, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Beasley, 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 plat map and metes and bounds description 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 Program for the Effective Date of the Annexation 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. Program for the Effective Date of the Annexation. On the effective date of the annexation, State law requires that if the City provides certain services within the corporate boundaries, it must provide those services in the area of annexation. The services that must be provided are: police protection, fire protection, emergency medical services, solid waste collection, operation and maintenance of water and wastewater facilities in the annexed area, 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 Program plan is as follows:

1. Police Protection. *Existing services:* Currently, the area is under the jurisdiction of the Fort Bend County Sheriff's Office.

Services to be Provided: The Fort Bend County Sheriff's Department will continue to provide police services in the area. These activities will include routine patrols and responses, handling of complaints and incident reports, investigations, and, as appropriate, support by special units.

2. Fire Protection. *Existing services:* Currently, fire protection is provided by the Beasley Community Volunteer Fire Department.

Services to be Provided: Service will continue to be provided through the Volunteer Fire Department and will continue to be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits. Fire protection will remain at the current level of service.

3. Emergency Medical Services. *Existing services:* Currently, service is provided by the Beasley Community Volunteer Fire Department.

Services to be Provided: Service will continue to be provided through the Volunteer Fire Department and will continue to be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits. Emergency Medical Services will remain at the current level of service.

4. Solid Waste Collection. *Existing services:* None. Service is provided individually through private contracts with waste haulers.

Services to be Provided: All eligible residences will be provided the immediate option to participate in the city's solid waste collection service. The City's solid waste collection service is provided through Texas Pride Disposal, the city's franchisee. Service shall be offered to the area of annexation in accordance with the present ordinance and consistent with the franchise agreement, which presently offers recycling and special pickup for bulky items. The franchise agreement provides that the rates and fees charged within the City of Beasley shall not be higher than the rates charged to any customers in the extra-territorial jurisdiction of the City Beasley. Consistent with section 43.056(n) of the Texas Local Government Code, until the second anniversary of the date an area is included within the corporate boundaries of the city by annexation, the City will not:

(1) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or

(2) impose a fee for solid waste management services on a person who continues to use the services of a privately owned solid waste management service provider.

5. Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area. *Existing services:* None. There are no known water or wastewater facilities currently located within the annexed area (Tract). The Tract has water and wastewater service available through private wells and private wastewater treatment by septic systems, the maintenance and repair of which are the responsibility of the owner.

Services to be Provided: All water and wastewater facilities on the Tract will be constructed by or caused to be constructed by Signorelli Company. Following acceptance of these facilities by the City, subject to a one-year maintenance bond to be filed with the City by Signorelli Company, all water and wastewater facilities will be operated and maintained by the City.

6. Operation and Maintenance of Roads and Streets. *Existing Services:* Fort Bend County Street Maintenance.

Services to be Provided: Fort Bend County will continue to provide street maintenance at the same level of service provided for other streets within the City Limits. 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.
Existing services: None. There are no public parks, playgrounds, or swimming pools currently located within the Tract.

Services to be Provided: If any park, playground or swimming pool facilities are constructed within the Tract, the Home Owner's Association or other property owner's association associated with the development of the Tract will own, operate and maintain such facilities.

- C. Capital Improvement Program. It is the intent of the City to provide City services within the Tract in accordance with the requirements of 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.

Consistent with Texas Local Government Code § 43.0056(g), the City intends to provide the annexed area 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 municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Additionally, pursuant to Texas Local Government Code § 43.0056(m), a uniform level of full municipal services will not be provided to each area of the municipality, if different characteristics of topography, land use, and population density constitute a sufficient basis for providing different levels of service.

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 or provided by law:

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.
3. EMS Services. No capital improvements are necessary at this time to provide EMS services within the Tract.
4. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract.
5. Wastewater Facilities. All wastewater capital improvements on the Tract will be constructed by or caused to be constructed by Signorelli Company.
6. Water Distribution Facilities. All water distribution capital improvements on the Tract will be constructed by or caused to be constructed by Signorelli Company.
7. 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 necessary to service the Tract will be constructed by the developers within the Tract in accordance with City ordinances and design criteria. Future extensions of roads or streets and future installation of related facilities, such as city traffic control devices or street lights, within the Tract will be governed by the City's Comprehensive Plan, Master Thoroughfare Plan, and standard ordinances, 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.
8. 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 master planning for new, revised, or expanded parks, playgrounds, swimming pools, and/or other recreational facilities.
9. 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.

D. Code Enforcement Services:

- a. Enforcement of the City's ordinances will be provided within the annexed area on the effective date of the annexation ordinance. These ordinances and other regulations will be enforced using existing personnel.
 - b. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated by existing personnel on the effective date of the annexation ordinance.
 - c. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.
- E. Library Services: The County and City Library facilities, if applicable, will continue to be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.
- F. Miscellaneous: General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

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.