



DOC #2019021395

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ORDINANCE NO. O-2019-006 ANNEXING TERRITORY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORIES TO THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

* * * * *

WHEREAS, §43.026 and §43.033 of the Texas Local Government Code authorizes the annexation of territory by the City of Magnolia, Texas, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory and more fully described by the attached Exhibits “A” and “B”, to wit:

Parcel 1.: Being 48.00 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E.J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas, said 48.00 acre tract being more particularly described by metes and bounds contained in the attached Exhibit “A”.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS:


Section 1. That the heretofore described properties are hereby annexed to the City of Magnolia, Montgomery County, Texas, and that the boundary limits of the City of Magnolia be and the same are hereby extended to include the above described territories within the city limits of the City of Magnolia, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Magnolia and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 2. A service plan for each of the above described areas is hereby adopted and attached as Exhibit “B”.

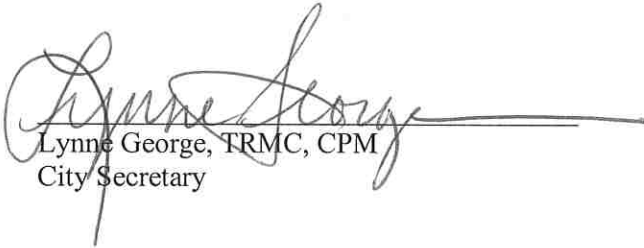
The City Secretary is hereby directed to file with the County Clerk of Montgomery County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this 12th day of March 2019.



for 
Todd Kana, Mayor

ATTEST.


Lynne George, TRMC, CPM
City Secretary

Return to:
City of Magnolia
18111 Buddy Riley Blvd.
Magnolia Tx 77354

EXHIBIT A
[ATTACHED]

**METES AND BOUNDS DESCRIPTION
OF 48.00 ACRES OF LAND
IN THE HAMPTON TILLONS SURVEY, A-556
MONTGOMERY COUNTY, TEXAS**

Being 48.00 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100 acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 5/8-inch Iron rod with cap stamped "HOVIS" found for the southwest corner of the herein described tract, being the northwest corner of the 107.715 acre tract described in the deed from DIANNE ELIZABETH DOGGETT and MARTHA L. BURT to BBQ EQUITY PARTNERS, LLC recorded in Document No. 2017-015767 of the Official Public Records of Real Property of Montgomery County, Texas, and being in the east right-of-way line of Spur 149 (60-foot wide at this point) (as occupied - no recording information found);

THENCE North 02° 44' 01" West - 728.29 feet, with the east right-of-way line of said Spur 149 and the west line of the herein described tract to a 5/8-inch Iron rod with TxDOT aluminum cap found for an angle point;

THENCE North 06° 00' 02" East - 92.60 feet, continuing with the east right-of-way line of said Spur 149 to a 5/8-inch Iron rod with TxDOT aluminum cap found for an angle point;

THENCE North 02° 55' 15" West - 83.97 feet, to the south end of a cutback at the intersection of the east right-of-way line of said Spur 149 with the south right-of-way line of said F.M. 1488 (width varies);

THENCE North 42° 01' 29" East - 93.34 feet, to the north end of said cutback;

THENCE with the south right-of-way line of said F.M. 1488 and the north line of the herein described tract the following courses and distances:

North 86° 59' 16" East - 377.62 feet to the beginning of a curve to the left;

in a northeasterly direction, with said curve to the left, having a central angle of 02°18'21", a radius of 11,534.16 feet, an arc length of 464.18 feet and a chord bearing and distance of North 85°50'06" East - 464.15 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the end of said curve;

North 84° 40' 56" East - 781.68 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right;

in a northeasterly direction, with said curve to the right, having a radius of 11,384.16 feet, a central angle of $02^{\circ} 08' 13''$, a chord bearing and distance of North $85^{\circ} 45' 02''$ East - 424.58 feet, and an arc distance of 424.60 feet to a 5/8-inch iron rod with cap stamped "IDS" set for the northeast corner of the herein described tract;

THENCE South $00^{\circ} 31' 18''$ West - 1043.41 feet, across said residue tract, to a 5/8-Inch Iron rod with cap stamped "IDS" set for the southeast corner of the herein described tract and being on the north line of said 107.715 acre tract;

THENCE South $87^{\circ} 35' 32''$ West - 2067.22 feet, with the north line of said 107.715 acre tract, to the **POINT OF BEGINNING** and containing 48.00 acres of land.

Prepared by:
IDS Engineering Group
Job No. 2024-014-00-530
March 8, 2018

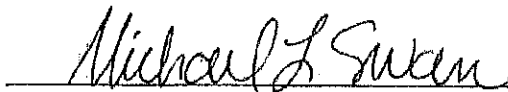

Michael L. Swan
Registered Professional Land Surveyor
Texas Registration Number 5551



EXHIBIT "B"

CITY OF MAGNOLIA MONTGOMERY COUNTY, TEXAS

SERVICE PLAN

1. INTRODUCTION

This Service Plan ("PLAN") is made by the City of Magnolia ("CITY") pursuant to the Local Government Code. This PLAN pertains to a tract of land ("TRACT") located in Montgomery County, Texas, and described in Exhibit "A", which is attached to this PLAN and fully incorporated in this PLAN by reference.

II. TERM – EFFECTIVE DATE

This PLAN shall be in effect for a term of ten (10) years commencing on the effective date of the annexation of the TRACT. Renewal of this PLAN shall be at the discretion of the CITY and such discretion may be exercised by the City Council in such manner and for such time as the CITY may then direct.

III. SERVICE PROGRAMS

A. In General. This PLAN includes two (2) service programs: (1) the Early Action Program, described below, which must be implemented within sixty (60) days after the effective date of annexation; and (2) Capital Improvement Program more specifically described below.

B. Scope and Quality of Service. The CITY shall provide services to the area pursuant to any methods by which it extends or is authorized to extend services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services in the area annexed than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACT, where differing characteristics of topography, land, and use and population density are considered a sufficient basis for providing different levels of service.

C. Definitions.

(1) As used in this PLAN, "providing services" includes having services provided by any method or means by which the CITY extends municipal services to any other area of the CITY. This may include causing or allowing public or private utilities, contractors, governmental entities and other public service organizations to provide such services, in whole or in part.

(2) As used in this PLAN, the phrase "standard policies and procedures" means those policies and procedures of the CITY applicable to a particular service which is in effect either at the time that the service is requested or at the time the service is made

available or provided. The policies and procedures may require that a specific type of request be made, such as an application or petition. IT may require that fees or charges be paid, in accordance with the law, and they may include eligibility requirements and similar provisions.

IV. EARLY ACTION PROGRAM – IMPLEMENTATION WITHIN 60 DAYS

These statutorily mandated services will be provided to the TRACT within sixty (60) days after annexation of the TRACT,

A. Police Protection. The Police Department of the CITY will provide protection and law enforcement to the TRACT; and these activities will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the Police Department of the City of Magnolia to other portions of the CITY, all pursuant to standard policies and procedures. Main phone no. (281)356-2500, Emergencies – 9-1-1.

B. Fire Protection. The Montgomery County Emergency Services District (“ESD”)/Magnolia Volunteer Fire Department will provide fire protection to the TRACTS in accordance with standard policies and procedures.

C. Solid Waste Collection. Business and residential solid waste collection services (garbage service) will be provided to residents and businesses in the TRACT, all in accordance with standard policies and procedures.

D. Maintenance of Water and Wastewater Facilities. As water facilities are available to the TRACT, such facilities will be maintained in accordance with standard policies and procedures.

E. Maintenance of Roads, Streets, and Street Lighting. The CITY may on its own accord, provide maintenance of public roads and streets under the CITY’s jurisdiction. The CITY may on its own accord, provide traffic control devices for any City roads and streets, and the City will provide street lighting for such CITY roads and streets through the applicable power company, all according to standard policies and procedures. The CITY will not maintain any private road or street within the TRACT.

F. Maintenance of Parks, and Playgrounds. At this time, there are no public parks, playgrounds, and swimming pools within the TRACT and, therefore, it is unnecessary for the PLAN to address such service items with respect to the sixty (60) day time period. There are existing public parks, playgrounds, and swimming pools in the municipality, and they are available for use and enjoyment by residents of the TRACT in accordance with standard policies and procedures.

G. Maintenance of Any Other Publicly Owned Facility, Building, or Service. At this time, there are no other publicly owned facilities, buildings, or services within the TRACT and, therefore, it is unnecessary for the PLAN to address such service items with

respect to the sixty (60) day time period. There are existing publicly owned facilities, buildings, or services in the municipality, and they are available for use and enjoyment by residents of the TRACT in accordance with standard policies and procedures.

H. Animal Control. Animal control will be provided to the TRACT according to standard policies and procedures of the Montgomery County Animal Control department. (936)442-7738 (Press 2).

I. Emergency Medical Service. Emergency medical service (i.e., ambulance care) will be provided to the TRACT by the Montgomery County Emergency Service District in accordance with standard policies and procedures, of the Montgomery County Hospital District. (Call 9-1-1)

J. Other CITY Services. All other available CITY services not specifically listed above shall be extended and available to residents of the TRACT in accordance with standard policies and procedures. Main no. (281)356-2266.

V. CAPITAL IMPROVEMENT PROGRAM

The CITY will initiate construction or acquisition of capital improvements as indicated below. Any necessary construction or acquisition shall begin within two (2) years of the annexation and shall be substantially completed within four and one-half (4 ½) years of the date of the annexation of the particular TRACT:

- A. Police Protection. Police protection for the TRACT can be provided by using existing Resources, and will start immediately.
- B. Fire Protection. Fire protection for the TRACT can be provided by using existing assets of the Montgomery county Emergency Service District.
- C. Solid Waste Collection. The new residents/businesses will be contacted by the 'City to provide solid waste collection services within the TRACT as described in the City Code of Ordinances and provided by the contractor that has been approved by the City of Magnolia for collection of solid waste in the City.
- D. Water and Wastewater Facilities. As water facilities are available to the TRACT, such facilities will be maintained in accordance with standard policies and procedures.
- E. Roads and Streets. In general, the CITY will acquire dominion, control, and jurisdiction in, over and under public roads and streets within the TRACT upon annexation, subject to the jurisdiction of other governmental entities, including contractual obligations with Montgomery County. Additional roads, streets, or related facilities are not necessary at this time to serve the TRACT. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or street lights will be governed by standard policies and procedures. The

TRACT will be included with other territory in connection with planning for new, revised, widened or enlarged roads, streets, or related facilities. The CITY will not maintain any private road or street within the TRACT.

F. Parks, Playgrounds. There are no plans for capital improvements at this time.

VI. AMENDMENT: GOVERNING LAW

This PLAN may not be amended or repealed except as provided by the 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. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

VII. FORCE MAJEURE

Should a force majeure interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the force majeure. "Force Majeure," for the purposes of this PLAN, shall include, but not be limited to, acts of GOD, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the CITY whether similar to those enumerated or otherwise, which is not within the control of the CITY.

VIII. ENTIRE PLAN

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

FILED FOR RECORD
03/19/2019 12:56PM

Mark Tumbull

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.

03/19/2019



Mark Tumbull

County Clerk
Montgomery County, Texas