



ORDINANCE NO. 021423-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY OF APPROXIMATELY 3.485 ACRES LOCATED AT 16660 S HWY 78 INTO THE CITY OF LEONARD, FANNIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leonard, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

WHEREAS, on or about December 9, 2022, the property owner requested to be annexed into the City of Leonard, attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City of Leonard, Texas (“City”) desires to annex certain territory described herein (the “Property”); and

WHEREAS, all of the Property described herein is within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, public hearing, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Section 43.0672 of the Texas Local Government Code, a written Services Agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein as **Exhibit B**; and

WHEREAS, the City Council of the City of Leonard finds and determines that annexation of the property hereinafter described is in the best interests of the citizens of the City of Leonard and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

Fannin CAD Property ID 80375, located at 16660 S Hwy 78, and being an appropriate 3.485 acre tract of land situated in the M Moore Survey Abstract A0780, Fannin County, TX; and being more particularly described by metes and bounds and depicted in Exhibit "A" of the petition for annexation attached hereto and made a part hereof.

be and the same is hereby annexed into the City of Leonard, Fannin County, Texas, and that the boundary limits of the City of Leonard, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Leonard, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Leonard, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Service Agreement. A Written Services Agreement has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation is attached hereto as **Exhibit B** and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Leonard. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Leonard that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Leonard except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

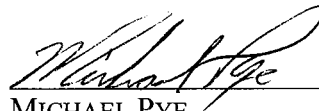
SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Fannin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Leonard, Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEONARD, TEXAS, this 14th day of February, 2023.**

APPROVED:



MICHAEL PYE
Mayor

ATTESTED:


MELISSA VERDE
City Secretary

EXHIBIT A

Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF LEONARD,
TEXAS:

I, Pam Stanley Tedder, owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Leonard, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Leonard, Texas, the Property, containing approximately 3.667 acres of land, described as follows:

LEGAL DESCRIPTION:

A0780 M Moore Property ID 80375 address 16660 S Hwy 78 Leonard, TX 75452

I desire to enter into a written agreement for municipal services with the City of Leonard pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S):

Signature: Pam Tedder

Print Name: Pam Stanley Tedder

If CAD shows more than one owner, add additional signature lines for each owner

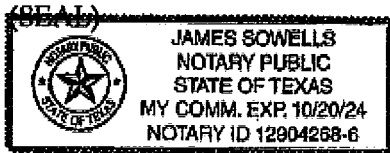
Acknowledgement Follows

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Donela Tedder, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this 9th day of December, 2021.



NOTARY PUBLIC in and for the
STATE OF TEXAS

James Sowell

Printed Name

My commission expires: 10-20-24

Add additional acknowledgement for each owner

FOR OFFICE USE ONLY:

Date of filing with City: December 9, 2022

Received by: Kim Davis

Property Description and Depiction

Whereas, Derrel R. Stanley, is the owner of all that certain 3.4854 acre tract of land situated in the Martin Moore Survey, Abstract Number 780, Fannin County, Texas and said tract being a portion out of a called 42.5 acre tract described in a deed to Derrel R. Stanley and Bonnie June Stanley in Volume 489, Page 293, of the Official Public Records of said county and being more particularly described by meets and bounds as follows;

COMMENCING at the northeast corner of a called 1.02 acre tract described in a deed to James Ray & Sarah Ann Fielden recorded in Volume 1544, Page 414, of The Official Public Records of said county, and in the west right of way line of North Westlake Drive, a 50 foot wide right-of-way;

THENCE South $01^{\circ}12'50''$ West a distance of 99.94 feet to a found 5/8 inch iron rebar for the **POINT OF BEGINNING** and of also the northwest corner of said 3.4854 acre tract;

THENCE South $01^{\circ}12'50''$ West, with the east line of said 3.4854 acre tract and said west right of way line of North Westlake Drive, a distance of 215.50 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the southeast corner and in the north right-of-way line of South State Highway 78, an 80 foot wide right-of-way;

THENCE North $89^{\circ}25'21''$ West, with the south line of said 3.4854 acre tract and said north right-of-way line of South State Highway 78, a distance of 345.76 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the southeast corner of said 3.4854 acre tract and the southwest corner of a called 53.705 acre tract described in a deed to David and Jean Johnson, recorded in Volume 1550, Page 470, of The Official Public Records of said county, from which a 1/2 inch iron rebar found for reference bears North $89^{\circ}25'21''$ West 724.97 feet;

THENCE North $01^{\circ}12'21''$ East, with the west line of said 3.4854 acre tract and said 53.705 acre tract a distance of 438.70 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the northwest corner, said 3.4854 acre tract and the southwest corner of said 1.02 acre tract, from which a 1/2 inch iron rebar found for reference bears North $01^{\circ}12'21''$ East a distance of 199.87 feet;

THENCE South $44^{\circ}41'26''$ East, with the the north line of said 3.4854 acre tract and the south line of said 1.02 acre tract, a distance of 345.83 feet to the **POINT OF BEGINNING** and containing 3.485 acres or 151,828 square feet of land.

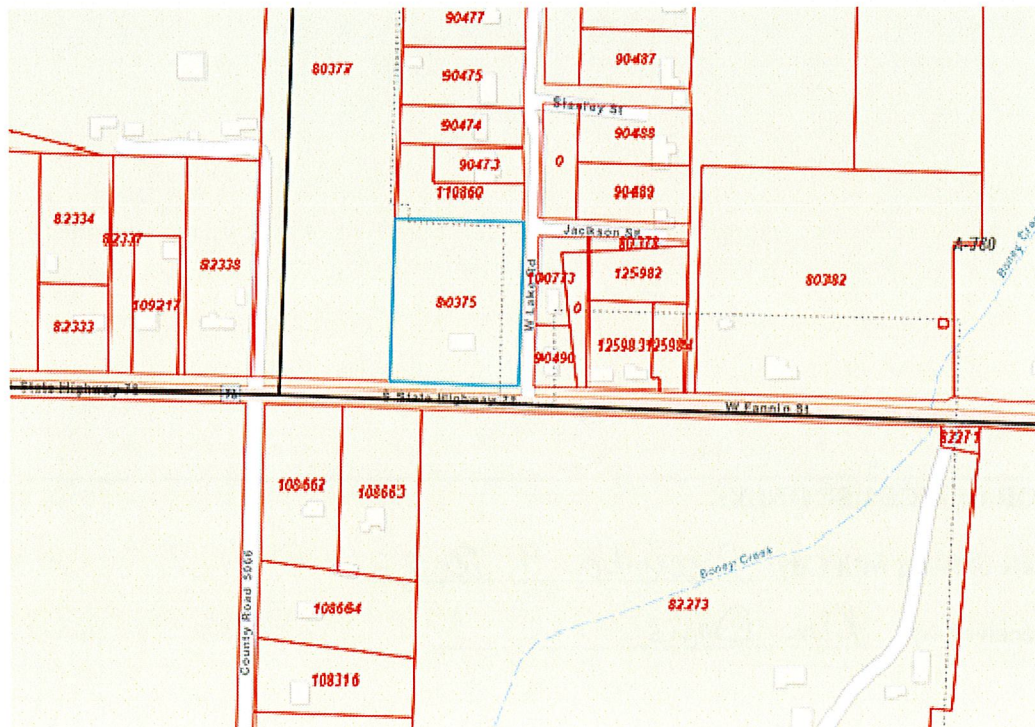


EXHIBIT B

10-page Municipal Service Agreement with Exhibits attached.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF FANNIN §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Leonard, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Fannin County, Texas, identified as being Fannin CAD Property ID 80375, located at 16660 S. Hwy. 78, being an approximate 3.4854 acre tract of land situated in the M Moore Survey Abstract A0780, Fannin County, TX as and more particularly described and depicted in **Exhibit A** attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in **Exhibit B** attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Fannin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in **Exhibit B** to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person**

claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

✕ **Section 4.** The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, and shall apply to all such regulations in development of the Property may be reviewed at City Hall and <https://ecode360.com/LE6386>.

✕ **Section 6.** This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:
City of Leonard
Attn: City Administrator
111 W Collin Street
Leonard, Texas 75452

With Copy to:

Messer, Fort & McDonald PLLC
Attn: Andy Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

Pam Stanley Tedder
16660 S Hwy 78
Leonard, TX 75452

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Fannin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Fannin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided

herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

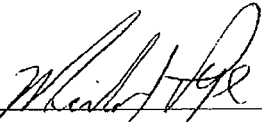
Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same, including Exhibit A- Property Description and Depiction and Exhibit B- Municipal Service Plan.

Entered into this 6 day of January, 2023.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LEONARD

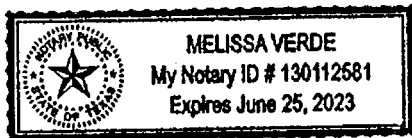
By: 
Name: Michael Pye
Title: Mayor
Date: 1/10/23

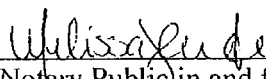
THE STATE OF TEXAS §
 §
COUNTY OF FANNIN §

Before me, the undersigned authority, on this day personally appeared **Michael Pye**, Mayor of the City of Leonard, Texas on behalf of said City, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office, this 10th day of January, 2023.

(SEAL)




Notary Public in and for the State of Texas

My commission expires: 6/25/23

OWNER: PAM STANLEY TEDDER

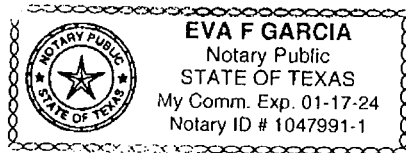
By: Pam Tedder
Name: Pam Tedder
Title: Owner
Date: 1-9-2023

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Pam Stanley Tedder, property owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office, this 9th day of January, 2023.

(SEAL)



Eva F Garcia
Notary Public in and for the State of Texas

My commission expires: 01-17-2024

EXHIBIT "A"

Property Description and Depiction

Whereas, Derrel R. Stanley, is the owner of all that certain 3.4854 acre tract of land situated in the Martin Moore Survey, Abstract Number 780, Fannin County, Texas and said tract being a portion out of a called 42.5 acre tract described in a deed to Derrel R. Stanley and Bonnie June Stanley in Volume 489, Page 293, of the Official Public Records of said county and being more particularly described by meets and bounds as follows;

COMMENCING at the northeast corner of a called 1.02 acre tract described in a deed to James Ray & Sarah Ann Fielden recorded in Volume 1544, Page 414, of The Official Public Records of said county, and in the west right of way line of North Westlake Drive, a 50 foot wide right-of-way;

THENCE South 01°12'50" West a distance of 99.94 feet to a found 5/8 Inch iron rebar for the **POINT OF BEGINNING** and of also the northwest corner of said 3.4854 acre tract;

THENCE South 01°12'50" West, with the east line of said 3.4854 acre tract and said west right of way line of North Westlake Drive, a distance of 215.50 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the southeast corner and in the north right-of-way line of South State Highway 78, an 80 foot wide right-of-way;

THENCE North 89°25'21" West, with the south line of said 3.4854 acre tract and said north right-of-way line of South State Highway 78, a distance of 345.76 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the southeast corner of said 3.4854 acre tract and the southwest corner of a called 53.705 acre tract described in a deed to David and Jean Johnson, recorded in Volume 1550, Page 470, of The Official Public Records of said county, from which a 1/2 inch iron rebar found for reference bears North 89°25'21" West 724.97 feet;

THENCE North 01°12'21" East, with the west line of said 3.4854 acre tract and said 53.705 acre tract a distance of 438.70 feet to a 1/2 inch iron rebar with a plastic cap stamped "RPLS 6484" set for the northwest corner, said 3.4854 acre tract and the southwest corner of said 1.02 acre tract, from which a 1/2 inch iron rebar found for reference bears North 01°12'21" East a distance of 199.87 feet;

THENCE South 44°41'26" East, with the the north line of said 3.4854 acre tract and the south line of said 1.02 acre tract, a distance of 345.83 feet to the **POINT OF BEGINNING** and containing 3.485 acres or 151,828 square feet of land.

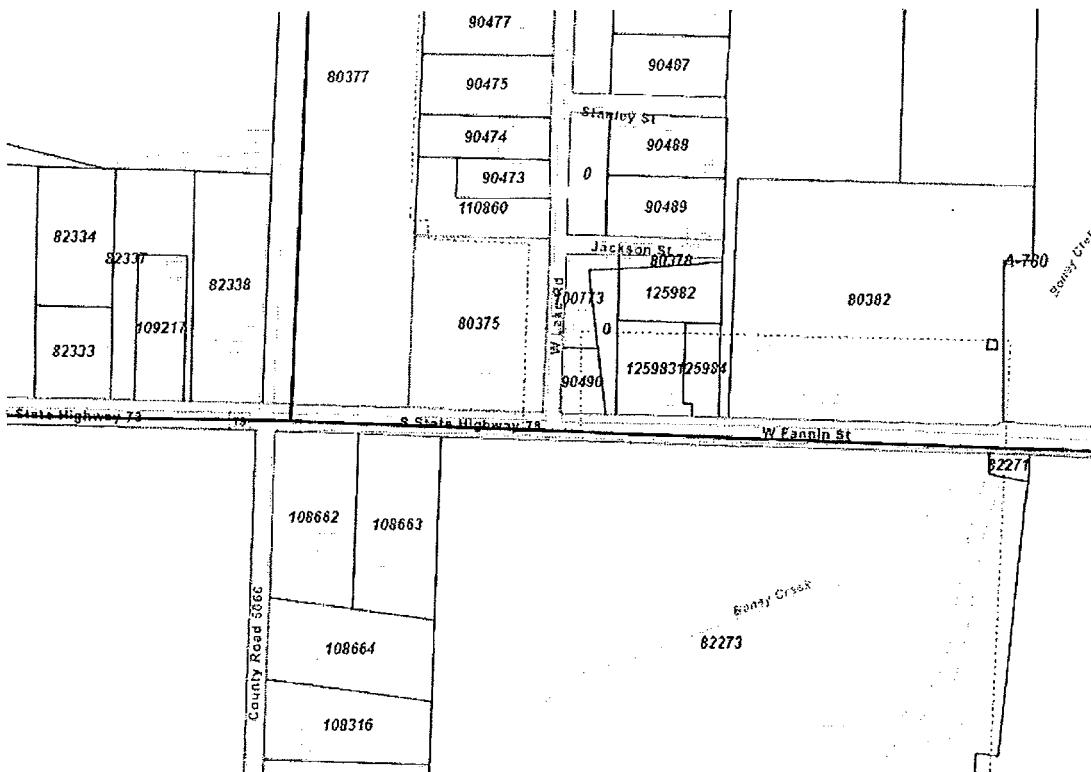


EXHIBIT "B"
Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Leonard (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property within two and one-half years unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one-half years. The City shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Leonard Police Department shall be immediately provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Routine patrol and responses;
 - ii) Dispatch responses to emergency and non-emergency service calls;
 - iii) Handling of complaints and incident reports;
 - iv) Special units, such as traffic enforcement and investigations;
 - v) Coordination with other public safety support agencies; and
 - vi) Animal control services.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection and Emergency Medical Services
 - a) The Leonard Volunteer Fire Department will continue to provide emergency medical services and fire prevention services to the annexed area. These services include, but are not limited to:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by

American Medical Response (“AMR”), fire engines, trucks and ambulances;

- iii) Hazardous materials response and mitigation;
- iv) Emergency prevention and public education efforts;
- v) Technical rescue response; and
- vi) Constriction Plan Review and required inspections.

- b) Fire protection and emergency medical services from the City shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection and emergency medical services, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection and emergency medical services will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) The City will provide fee-based waste collection services to the Property, contracting with a provider. Notification to the provider to expand the service area will be made upon council approval of the annexation.

D) SANITARY SEWER

- 1) Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and departmental policy. As property develops in the area, sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City’s participation policies.

E) WATER FACILITIES

- 1) Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

F) ROAD AND STREETS

- 1) Maintenance of roads and streets, including street lighting, if any, will be maintained in the same manner as provided to other similarly situated areas within the corporate limits of the City.

G) CODE ENFORCEMENT & INSPECTION SERVICES

- 1) Code enforcement services will be available on the effective date of annexation. Code enforcement services include the response, investigation and potential abatement of property maintenance issues, nuisance issues, sanitation issues, illegal signs, abandoned or inoperable vehicles and other zoning violations.
- 2) Upon the effective date of annexation, the City will provide building permits and inspection services to the Property. This service will be made available to the Property on the same basis and at the same level of service as similar facilities throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies set forth by the City Council. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) The City is not aware of any publicly owned facilities, buildings or services associated with the Property for purposes of operation and maintenance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.