



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145671

PAGE 1 OF 45

DATE: 8/5/2025

**SUBJECT: RECEIVE AND FILE CITY OF FORT WORTH ANNEXATION  
ORDINANCE NO. 27422-01-2025 (CASE NO. AX-24-013) – PRECINCT 2**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court receive and file the City of Fort Worth Annexation Ordinance No. 27422-01-2025 (Case No. AX-24-013) – Precinct 2.

**BACKGROUND**

The subject ordinance is attached and was adopted and effective on January 14, 2025.

The owner-initiated annexation area includes approximately 108.61 acres of land, known as Overland, and approximately 44.368 acres of adjacent right-of-way, known as Chisholm Trail Parkway - State Highway 121; totaling approximately 152.978 acres, located north of Oakmont Blvd, south of the City View Addition subdivision, along the western edge of Chisholm Trail Parkway - State Highway 121.

A location map of the annexation area is included in Exhibit A (pg. 27) of the attached ordinance.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

SUBMITTED BY	Transportation Services	PREPARED BY:	Nicole Benoit
		APPROVED BY:	Joseph Jackson

ORDINANCE NO. 27422-01-2025

AN ORDINANCE DECLARING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF FORT WORTH; PROVIDING FOR FULL-PURPOSE ANNEXATION OF A CERTAIN 108.610 ACRES, MORE OR LESS, OUT OF LAND SITUATED IN J.F. HEATH SURVEY, ABSTRACT NUMBER 641, THE G. SHIELDS SURVEY, ABSTRACT NUMBER 1436, THE J. BURNETT SURVEY, ABSTRACT NUMBER 1923, THE J.H. SHULTZ SURVEY, ABSTRACT NUMBER 1941, AND THE J. WILCOX SURVEY, ABSTRACT NUMBER 1742, TARRANT COUNTY, TEXAS, BEING A PORTION OF TWO TRACTS OF LAND DESCRIBED BY DEED TO SOUTHWEST PASTURE LTD., RECORDED IN INSTRUMENT NUMBER D212318326 (TRACT 1 REMAINDER AND TRACT 2) AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO TEXAS ELECTRIC SERVICE COMPANY, RECORDED IN VOLUME 2974, PAGE 298 (TRACT 1), BOTH OF THE COUNTY RECORDS, TARRANT COUNTY, TEXAS AND APPROXIMATELY 44.368 ACRES OF LAND MORE OR LESS OF RIGHTS-OF-WAY OUT OF THE J.F. HEATH SURVEY, ABSTRACT NUMBER 641, THE I. & G.N. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 832, J.H. SHULTZ SURVEY, ABSTRACT NUMBER 1941, AND THE J. WILCOX SURVEY, ABSTRACT NUMBER 1742, TARRANT COUNTY, TEXAS, BEING ALL OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO CITY OF FORT WORTH (PARCEL 98-PT1 AND 98-PT2), RECORDED IN INSTRUMENT NUMBER D205118476 AND D207140864, BOTH OF THE COUNTY RECORDS, TARRANT COUNTY, TEXAS, BEING A PORTION OF STATE HIGHWAY 121 (CHISHOLM TRAIL PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY), (CASE NO. AX-24-013) WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT CORPORATE BOUNDARY LIMITS OF FORT WORTH, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY; AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Worth has received a petition in writing from Southwest Pasture LTD and Oncor Electric Delivery Company LLC, the owner, requesting the full-purpose annexation of 108.610 acres of land as described in Section 1, below (the "Property"); and

WHEREAS, the hereinafter described Property is in the City's exclusive extraterritorial jurisdiction and is adjacent to and adjoins the City; and

WHEREAS, Subchapter C-3 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code, the City section 43.0672 of the Texas Local Government Code Southwest Pasture LTD and Oncor Electric Delivery Company LLC and the City negotiated and entered into

a written agreement, City Secretary Contract No. 162688, for the provisions of municipal services in the area; and

**WHEREAS**, the Property abuts 44.368 acres of state highway and rights-of-way; and

**WHEREAS**, the City conducted one public hearing at which members of the public who wished to present testimony or evidence regarding the Municipal Service Agreement and Full-Purpose Annexation were given the opportunity to do so, in accordance with the procedural requirements of Section 43.0686 of the Local Government Code on January 14, 2025 at 6:00 p.m., at the City Council Chamber;

**WHEREAS**, the City Council finds and determines that annexation of the Property hereinafter described is in the best interest of the citizens of the City of Fort Worth and the owners and residents of the area.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:**

**SECTION 1.**

That all portions of the Property, comprising approximately 108.610 acres of land, are hereby annexed to the City of Fort Worth as a part of the city for all municipal purposes, and the city limits are extended to include such Property being all that certain land particularly described below and depicted as on Exhibit "A" attached to and incorporated in this ordinance for all purposes:

**BEING** a tract of land situated in the J.F. Heath Survey, Abstract Number 641, the G. Shields Survey, Abstract Number 1436, the J. Burnett Survey, Abstract Number 1923, the J.H. Shultz Survey, Abstract Number 1941, and the J. Wilcox Survey, Abstract Number 1742, Tarrant County, Texas, being a portion of two tracts of land described by deed to Southwest Pasture LTD., recorded in Instrument Number D212318326 (Tract 1 remainder and Tract 2) and being a portion of that tract of land described by deed to Texas Electric Service Company, recorded in Volume 2974, Page 298 (Tract 1), both of the County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at the most westerly northwest corner of said Tract 1 remainder, the southwest corner of the remainder of that tract of land described by deed to City of Fort Worth, recorded in Volume 12782, Page 157, the northeast corner of that tract of land described by deed to City of Fort Worth, recorded in Instrument Number D205118476 and D207140864 (Parcel 98-PT1), and the southeast corner of that tract of land described by deed to State of Texas, recorded in Instrument Number D210052046, all of said County Records, and being in the east right-of-way line of State Highway 121 (Chisholm Trail Parkway, a variable width right-of-way);

**THENCE** N 89°32'27"E, at 370.67 feet, passing an "ell" corner in the west line of said Tract 1 remainder and the southeast corner of said City of Fort Worth remainder, in all, a total distance of 925.45 feet;

**THENCE** over and across said Tract 1 remainder, the following courses and distances:

S 09°52'29"W, 774.94 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 266.36 feet, through a central angle of 27°00'40", having a radius of 565.00 feet, the long chord which bears S 23°22'49"W, 263.90 feet;

S 36°53'09"W, 1547.13 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 378.00 feet, through a central angle of 47°36'00", having a radius of 455.00 feet, the long chord which bears S 13°05'10"W, 367.23 feet;

S 10°42'50"E, 82.40 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 127.93 feet, through a central angle of 10°23'48", having a radius of 705.00 feet, the long chord which bears S 05°30'56"E, 127.75 feet;

S 00°19'03"E, 573.20 feet;

S 45°19'03"E, 28.28 feet, to the north right-of-way line of Oakmont Boulevard (120-foot right-of-way);

**THENCE** S 89°40'57"W, 2050.20 feet, with said north right-of-way line, to the southwest corner of aforementioned Southwest Pasture Tract 2 and the southeast corner of that tract of land described by deed to City of Fort Worth, recorded in Instrument Numbers D205118476 and D207140864 (Parcel 98-PT2), and being in the aforementioned east right-of-way line of State Highway 121 (Chisholm Trail Parkway);

**THENCE** with said east right-of-way line, the following courses and distances:

N 31°39'40"E, 938.55 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 512.44 feet, through a central angle of 05°13'29", having a radius of 5619.58 feet, the long chord which bears N 34°16'25"E, 512.27 feet;

N 36°53'09"E, at 229.80 feet, passing the northerly corner of said Tract 2, at 307.63 feet, passing the most westerly corner of aforementioned Southwest Pasture Tract 1 remainder, in all, a total distance of 1591.21 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 528.18 feet, through a central angle of 07°36'04", having a radius of 3981.37 feet, the long chord which bears N 34°49'22"E, 527.79 feet;

N 31°01'20"E, 480.56 feet, to the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 76.17 feet, through a central angle of 02°09'38", having a radius of 2019.86 feet, the long chord which bears N 29°56'31"E, 76.16 feet, to the **Point of Beginning** and containing 4,731,053 square feet or 108.610 acres of land more or less.

## SECTION 2.

The above, described territory is shown on Map Exhibit A attached hereto and expressly incorporated herein by reference for the purpose of depicting the location of the hereinabove described territory.

### **SECTION 3.**

That all portions of the roads and rights-of-way, comprising approximately 44.368 acres of land, are hereby annexed to the City of Fort Worth as a part of the city for all municipal purposes, and the city limits are extended to include such roads and rights-of-way being all that certain land particularly described below and depicted as on Exhibits "B" and "C" attached to and incorporated in this ordinance for all purposes.

### **SECTION 4.**

That the above described territory hereby annexed shall be part of the City of Fort Worth, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Fort Worth, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens in accordance with the Municipal Services Agreement and shall be bound by the acts, ordinances, resolutions and regulations of the City of Fort Worth, Texas.

### **SECTION 5.**

That the Municipal Services Agreement attached hereto as Exhibit "D" is approved and incorporated into this ordinance for all purposes.

### **SECTION 6.** **CUMULATIVE CLAUSE**

This ordinance amends every prior ordinance in conflict herewith, but as to all other ordinances or sections of ordinances not in direct conflict, this ordinance shall be, and the same is hereby made cumulative.

### **SECTION 7.** **SEVERABILITY LAUSE**

It is hereby declared to be the intent of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional phrase, clause, sentence, paragraph or section.

### **SECTION 8.** **SAVING CLAUSE**

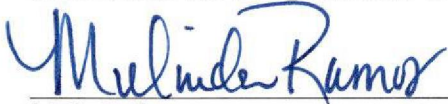
The City Council hereby declares it to be its purpose to annex to the City of Fort Worth every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Should this ordinance for any

reason be ineffective as to any part or parts of the area hereby annexed to the City of Fort Worth for full purposes, the ineffectiveness of this ordinance as to any such part or parts shall not affect the effectiveness of this ordinance as to the remainder of such area.

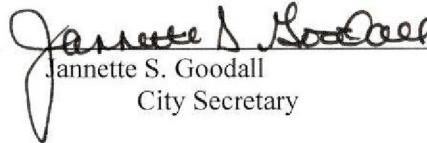
**SECTION 9.**  
**EFFECTIVE DATE**

This ordinance shall be in full force and effect upon adoption.

APPROVED AS TO FORM AND LEGALITY:



Melinda Ramos  
Deputy City Attorney



Jannette S. Goodall  
City Secretary

ADOPTED AND EFFECTIVE: January 14, 2025





## State Highway 121

### DESCRIPTION FOR ANNEXATION OF 44.368 ACRES OF LAND

BEING a tract of land situated in the J.F. Heath Survey, Abstract Number 641, the I. & G.N. Railroad Company Survey, Abstract Number 832, J.H. Shultz Survey, Abstract Number 1941, and the J. Wilcox Survey, Abstract Number 1742, Tarrant County, Texas, being all of those tracts of land described by deed to City of Fort Worth (Parcel 98-PT1 and 98-PT2), recorded in Instrument Number D205118476 and D207140864, both of the County Records, Tarrant County, Texas, being a portion of State Highway 121 (Chisholm Trail Parkway, a variable width right-of-way), and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Parcel 98-PT2, the southwest corner of that tract of land described by deed to Southwest Pasture, LTD. (Tract 2), recorded in Instrument Number D212318326, and being the intersection of the east right-of-way line of said State Highway 121 and the north right-of-way line of Oakmont Boulevard, a 120 foot right-of-way recorded in Volume 6768, Page 1406 and Volume 6858, Page 1021, all of said County Records;

THENCE S 89°40'57"W, 380.10 feet, to the southwest corner of said Parcel 98-PT2;

THENCE N 00°35'31"W, 437.63 feet, to the most southerly corner of that tract of land described by deed to Southwest Pasture, LTD. (Tract 3), recorded in said Instrument Number D212318326, being in the west right-of-way line of said State Highway 121 and being the beginning of a non-tangent curve to the right;

THENCE with said west right-of-way line, the following courses and distances:

With said non-tangent curve to the right, an arc distance of 70.31 feet, through a central angle of 00°59'46", having a radius of 4044.72 feet, the long chord which bears N 33°38'49"E, 70.31 feet;

N 34°37'45"E, 598.46 feet;

N 40°53'10"E, 555.53 feet;

N 36°53'09"E, at 460.86 feet, passing the most northerly corner of said Parcel 98-PT2 and most easterly corner of said Tract 3, at 538.69 feet, passing the southwest corner of aforementioned City of Fort Worth Parcel 98-PT1 and the most southerly corner of that tract of land described by deed to Southwest Pasture, LTD. (Tract 4), recorded in said Instrument Number D212318326, in all, a total distance of 1714.72 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 729.48 feet, through a central angle of 11°33'46", having a radius of 3614.72 feet, the long chord which bears N 31°06'17"E, 728.24 feet, to the northwest corner of said Parcel 98-PT1, the northeast corner of said Tract 4, and the southwest corner of that tract of land described by deed to State of Texas (Parcel 136), recorded in Instrument Number D210052046, said County Records;

**Exhibit B**  
**State Highway 121**  
**continued**

**THENCE** N 89°32'27"E, 559.81 feet, to the northeast corner of said Parcel 98-PT1, the southeast corner of said State of Texas Parcel 136, the southwest corner of the remainder of that tract of land described by deed to the City of Fort Worth, recorded in Volume 12782, Page 157, said County Records, the most westerly northwest corner of that tract of land described by deed to Southwest Pasture, LTD. (Tract 1 Remainder), recorded in said Instrument Number D212318326, being in the aforementioned east right-of-way line of State Highway 121 and the beginning of a non-tangent curve to the right;

**THENCE** with said east right-of-way line, the following courses and distances:

With said non-tangent curve to the right, an arc distance of 76.17 feet, through a central angle of 02°09'38", having a radius of 2019.86 feet, the long chord which bears S 29°56'31"W, 76.16 feet;

S 31°01'20"W, 480.56 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 528.18 feet, through a central angle of 07°36'04", having a radius of 3981.37 feet, the long chord which bears S 34°49'22"W, 527.79 feet;

S 36°53'09"W, at 1283.58 feet, passing the southeast corner of said Parcel 98-PT1 and the most westerly corner of said Tract 1 remainder, at 1361.41 feet, passing the northeast corner of aforementioned City of Fort Worth Parcel 98-PT2 and the most northerly corner of aforementioned Southwest Pasture Tract 2, in all, a total distance of 1591.21 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 512.44 feet, through a central angle of 05°13'29", having a radius of 5619.58 feet, the long chord which bears S 34°16'25"W, 512.27 feet;

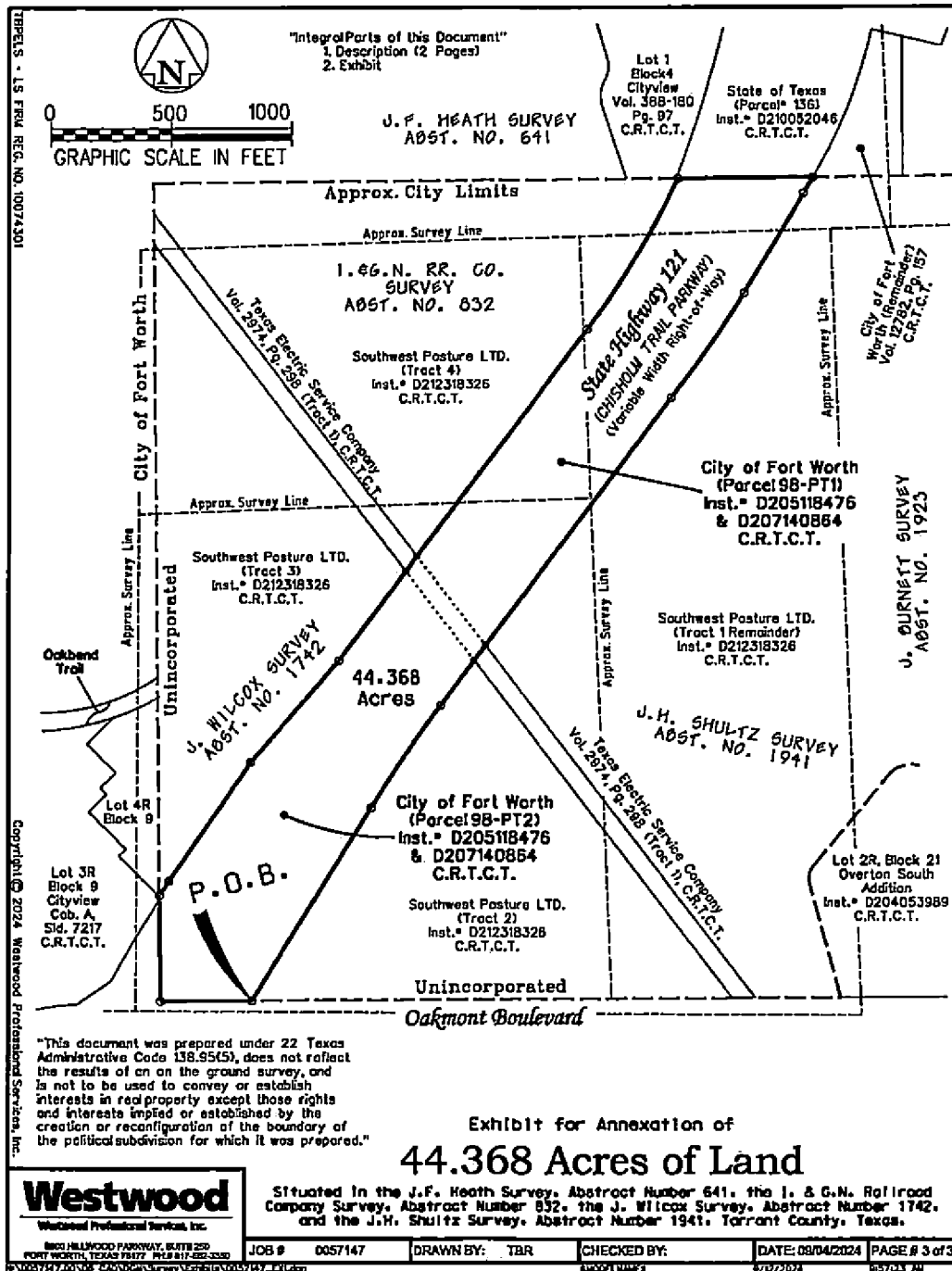
**THENCE** S 31°39'40"W, 938.55 feet, to the **Point of Beginning** and containing 1,932,653 square feet or 44.368 acres of land more or less.

**"Integral Parts of this Document"**

1. Description (2 Pages)
2. Exhibit

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**Exhibit C  
State Highway 12**



**Exhibit D  
Municipal Services Agreement**

Annexation - AX-24-013

Ordinance No. 27422-01-2025



# Owner-Initiated Annexation Request

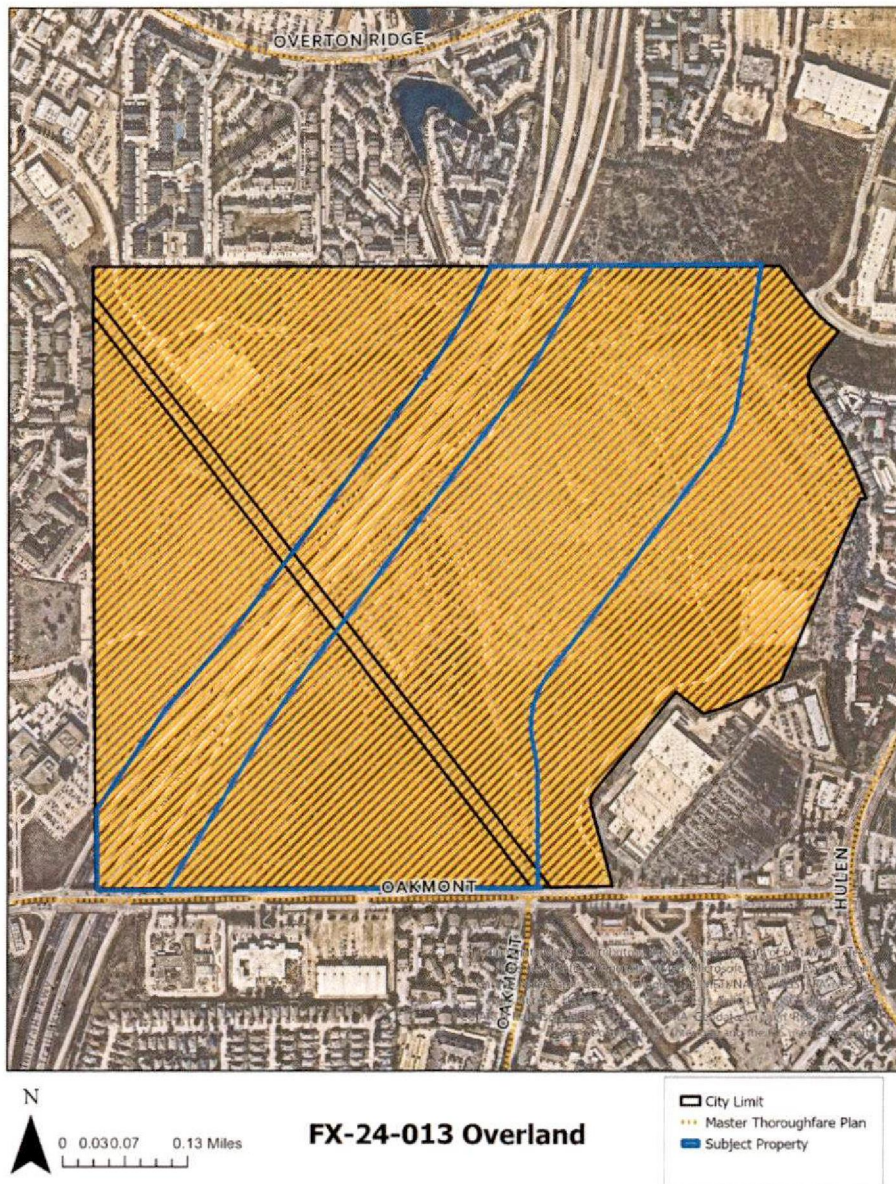
Case # AX-24-013

Overland

Approximately 152.978 Acres

## Staff Report on Fiscal Sustainability Impact

Prepared for City Council by The FWLab



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## RECOMMENDATION HIGHLIGHTS

### Financial Overview:

The current financial analysis includes total revenue, expenditures, balance, and cumulative total as presented in the table below.

Estimate Year	Cumulative Revenue	Cumulative Expenditures	Balance (Revenue minus Expenditures)
Year 5	\$18,263,930	\$5,781,669.35	\$12,482,260.54
Year 10	\$36,919,802	\$12,476,109.06	\$24,443,693.37
Year 15	\$56,008,411	\$20,315,210.42	\$35,693,200.92
Year 20	\$99,755,497	\$29,304,302.08	\$70,451,194.60
Year 40	\$159,693,574	\$55,660,068.86	\$104,033,504.79

### Expenditures:

Projected City expenditures, primarily for services like public safety, parks, and infrastructure maintenance, are estimated to increase with development and growth. The calculated annual expenditure growth per year is about \$1.39 million over the 40-year projection, with cumulative expenditures reaching \$55.66 million by Year 40. Expenditures for future road maintenance have not been considered in the Expenditure total. Street maintenance costs will be assessed by their rough proportionality share of roadway improvement as a condition of plat approval.

### Revenues:

Revenue forecasts indicate an annual increase averaging around \$3.99 million per year over the 40-year projection. These revenues, mainly from sales and property taxes, are projected to outpace expenditures significantly, with a cumulative balance of over \$104 million by Year 40, suggesting a strong fiscal benefit from the Overland development. The cumulative balance stated does not include future street maintenance costs. When projected street maintenance costs are available and considered, the cumulative balance may be significantly less than shown in this report.

### Comprehensive Plan Alignment:

The annexation proposes a mix of commercial uses for future development. The proposal aligns with Future Land Use recommendations and the Comprehensive Plan, supporting a balanced approach to growth that maximizes revenue potential and return on public investment. The proposed development is also consistent with the following Wedgwood Sector Land Use Policies:

1. Promote commercial, mixed-use, and urban residential development within the Hulen/Cityview Mixed-Use Growth Center.
2. Encourage major employers, retail, and urban residential to locate at or near proposed transit stops and entryways to the Chisholm Trail Parkway toll road.

**Overall Recommendation:**

Given the positive projected impact on the General Fund post-construction, staff recommends proceeding with the annexation of Overland, although it is acknowledged that some future cost estimates are unavailable for a complete analysis. Comprehensive Plan amendments may be identified to support this initiative, depending on the ultimate development plan for the annexation area.

In conclusion, the proposed annexation aligns with Fort Worth's strategic growth objectives, supporting a balanced approach to development with an emphasis on fiscal sustainability and optimized infrastructure. Staff therefore recommends proceeding with the Overland annexation. If needed, staff will recommend adopting Future Land Use Plan amendments to support a comprehensive, forward-looking approach to integrating Overland within the City of Fort Worth.

**EXISTING CONDITIONS**

<b>Description</b>	Approximately 152.978 acres of land located north of Oakmont Blvd. and east of Chisholm Trail Pkwy
<b>Request Type</b>	Annexation – Full Purpose.
<b>Council District</b>	6
<b>Comprehensive Plan Future Land Use</b>	The adopted 2023 Comprehensive Plan’s Future Land Use designation for the annexation area is Mixed-Use
<b>Floodplain</b>	No.
<b>Proposed Zoning</b>	Proposed Zoning – G (Intensive Commercial)
<b>Existing Land Use</b>	Vacant.
<b>Included in Planned Service Area</b>	Oakmont/CPT
<b>Enclave</b>	Yes.
<b>Planning Sector</b>	Wedgwood
<b>ROW</b>	No.
<b>Concept Plan</b>	No.
<b>Preliminary Plat</b>	No
<b>Final Plat</b>	No.
<b>Independent School District</b>	Crowley ISD

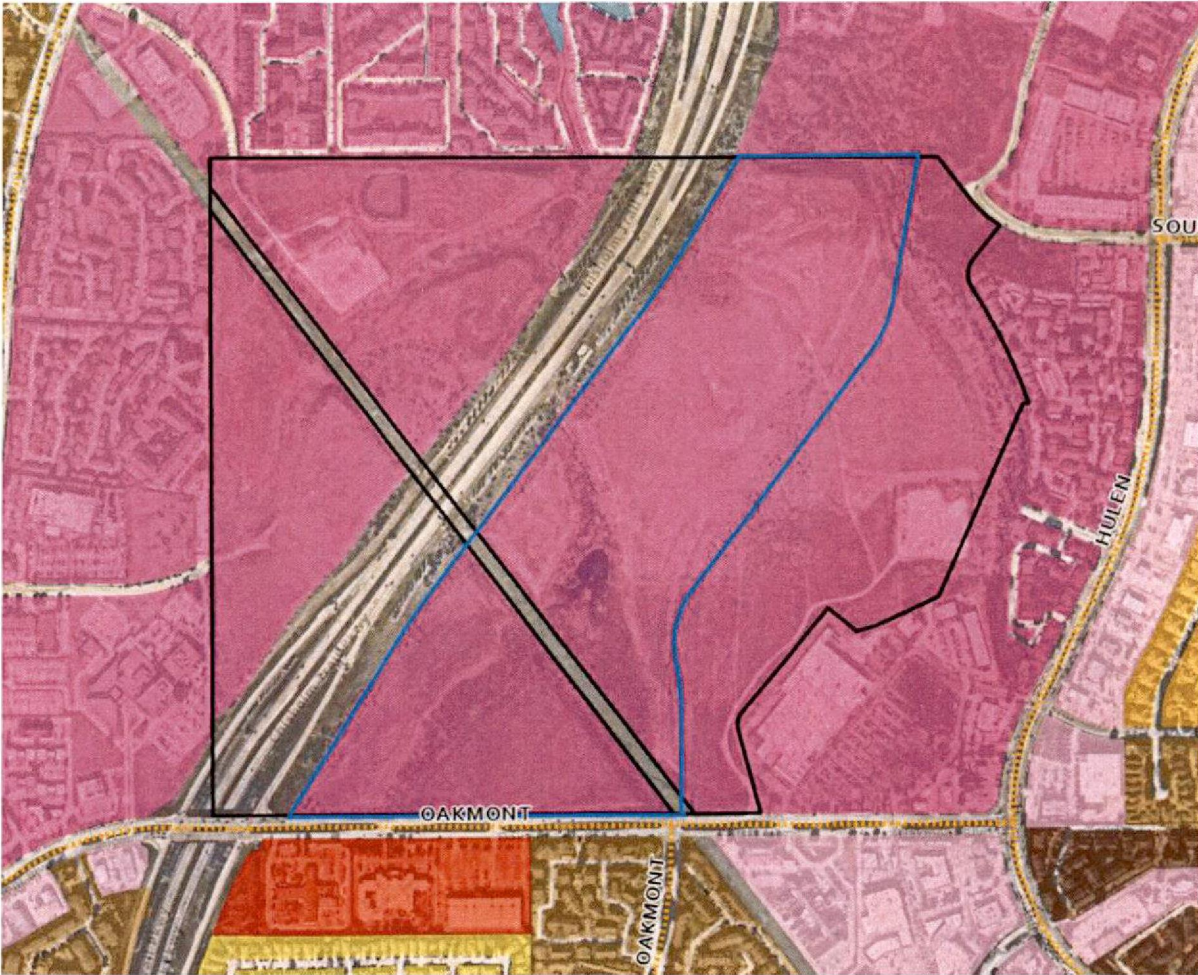
### COMPREHENSIVE PLAN CONSISTENCY

The proposed Overland annexation area is located within the Hulen/Cityview Mixed-Use Growth Center and it is designated Mixed-Use on the adopted 2023 Comprehensive Plan Future Land Use Map. The annexation application, land plan, and associated development agreement propose G - Intensive Commercial uses across 152.978 acres. This proposed commercial use aligns with both the Comprehensive Plan and the adopted Future Land Use Map, as commercial uses are allowable within Mixed-Use Growth Centers and the Mixed-Use Future Land Use designation.

Should any deviations from the current concept plan or changes in proposed land uses within this annexation area occur in the future, a review and possible revision of the Future Land Use Map may be necessary.

**Adopted** Future Land Use:

- Mixed-Use
- Subject Property



## WATER DEPARTMENT

Studies have been submitted for areas East of Chisholm Trail Parkway. Studies will also need to be submitted for development areas West of Chisholm Trail Parkway. It is anticipated that approximately 3,000 linear feet (LF) of 8-inch and 7,000 LF of 12-inch diameter public water lines will be needed to serve the development areas East of Chisholm Trail Parkway. It is also anticipated that approximately 1,500 LF of 8-inch, 1,500 LF of 10-inch, and 4,000 LF of 12-inch diameter public sewer mains will be needed to serve the development areas East of Chisholm Trail Parkway.

**1. How does this proposal align with your department’s plans and policies? List policies from department’s plan that this annexation proposal supports (Strategic Plan, Master Plan, Neighborhood Plan, etc.):** Proposal is consistent with the City Comprehensive Plan. The proposed annexation aligns with the Water Department Water and Sewer Master Plans regarding land use.

**2. How will this proposal affect your key performance indicators?** This annexation is not expected to significantly impact KPIs for the maintenance of water and sewer assets. The cumulative impacts of all annexations on maintenance-related KPIs over time will be more significant. Utility management does not anticipate a need for additional water/sewer capital improvements in this annexation area for the foreseeable future.

**3. Department Recommendation:** Water Department supports annexation request.

### Estimated Cumulative Expenditures and Revenues

Estimated Cumulative Expenditures (2024 Dollars)					
	5 Years	10 Years	15 Years	20 Years	40 Years
Infrastructure					
Operations & Maintenance	\$324,264	\$700,715	\$1,195,256	\$1,700,448	\$4,664,549
Capital					

Estimated Cumulative Revenues (2024 Dollars, assuming 1% annual inflation starting in 2025)					
	5 Years	10 Years	15 Years	20 Years	40 Years
Revenue	\$1,336,006	\$2,740,163	\$4,215,945	\$5,767,007	\$12,803,852

### TRANSPORTATION AND PUBLIC WORKS - ROADS AND STREETS

The following table provides an overview of estimated costs per lane mile categorized by street type, providing financial considerations associated with the proposed development. This data aims to highlight the distinct financial implications of developing and maintaining each proposed street type. **Arterials include John Day Road, Sendera Ranch Road, and Diamond Back. Developer will be assessed by their rough proportionality share of roadway improvement as a condition of plat approval. Currently, it is unclear who will make the required improvements that are outside of the developers influence and when they will be made. The arterials that are constructed do not make a regional connection adequate for the existing and proposed vehicular capacity but are outside of the control of this proposed development (see maps below).**

Street Type	Average Cost per Lane Mile	Lane Miles in Development	Estimated Costs for Development
Arterials			
Collectors & Locals	N/A	N/A	N/A

Scope: Cost includes roadway pavement, drainage, street lights, traffic signals, 5 to 10-foot side paths (sidewalks) and traffic signs. Figures represent hard construction cost only. Engineering, ROW, permitting, project management, etc. not included.

## TRANSPORTATION AND PUBLIC WORKS - STORMWATER

### How does this proposal align with your department's plans and policies?

The annexation will increase future maintenance costs and staff time required for the estimated storm system infrastructure associated with this development. Additional staff may be required to maintain existing service levels when the cumulative impacts of all annexations are considered.

### How will this proposal affect your key performance indicators?

The storm system infrastructure from this particular annexation is not expected to significantly impact KPIs. However, the cumulative impacts of all annexations on maintenance-related KPIs may be more significant. Stormwater management does not anticipate a need for stormwater capital improvements in this annexation area for the foreseeable future. Therefore, no impact to our capital delivery key performance indicators is expected at this time.

**Recommendation:** Stormwater supports the annexation since the revenue is expected to be higher than the anticipated combined capital expenses and maintenance expenses, assuming that the new development will be built per the City's standards.

### Estimated Cumulative Expenditures and Revenues

Estimated Cumulative Expenditures (assuming 3% annual inflation)					
Infrastructure Operation & Maintenance	5 Years	10 Years	15 Years	20 Years	40 Years
88 Inlets and 22,522 Linear Feet of Pipe	\$ 19,393.89	\$ 41,317.41	\$ 65,770.58	\$ 92,753.38	\$ 128,459.91

*Note: Maintenance expenditures are not anticipated to begin until the public infrastructure is completed and accepted by the city*

### Departmental Review Comments - Estimated Expenditures:

Based on the high-level information provided, Stormwater estimates that about 22,522 linear feet of storm sewer pipes and 88 new storm inlets will be installed as part of this proposed commercial development. Due to the limited development and design information available, a need for other infrastructure, such as detention/retention facilities, drainage channels, is not included in this analysis. The table above provides the estimated cumulative maintenance expenditures for the proposed drainage infrastructure from the best information currently available. Future expenses will be highly dependent on the actual development of the area as permitted by the City's Development Services Department.

Estimated Cumulative Revenues (2024 Dollars)					
	5 Years	10 Years	15 Years	20 Years	40 Years
Revenue	\$498,343.15	\$996,686.31	\$1,495,029.46	\$1,993,372.62	\$3,986,745.23

### Department Review Comments – Estimated Revenue:

Estimated revenue is calculated using estimated total impervious cover of the completely developed area. The City cannot start collecting revenue until development is completed and Certificates of Occupancy have been issued or Final Inspections are completed.

## POLICE DEPARTMENT

The Police Department has projected demand for service based on the best information currently available. Future expenses are highly dependent on the expected uses, density level, transportation infrastructure, and timing of development. Operational, Capital, and Personnel expenses are unknown at this time and are dependent on if a new patrol division, additional personnel (patrol officers, neighborhood police officers, communications staff, etc.), or a new facility is necessary.

**How does this proposal align with your department’s plans and policies?** Additional calls for service will increase operational needs for the Police Department. As the land is developed, the Police Department will continue to evaluate call loads to determine whether a new patrol division, additional personnel (patrol officers, neighborhood police officers, communications staff, etc.), or a new facility is necessary.

**How will this proposal affect your key performance indicators?** Once the property is fully developed, Priority 1, 2, and 3 response times could increase for West Division, Police Beat K18, Police Reporting Area C200 depending on the expected uses, density level, transportation infrastructure, and timing of development.

**Recommendation:** Support Annexation

### Estimated Cumulative Expenditures and Revenues

Estimated Expenditures of Service (2024 Dollars)					
Costs per call	5 Years	10 Years	15 Years	20 Years	40 Years
Commercial	\$3,096,660	\$6,686,537	\$10,848,180	\$15,672,683	\$17,519,915
<b>Total</b>	\$3,096,660	\$6,686,537	\$10,848,180	\$15,672,683	\$17,519,915

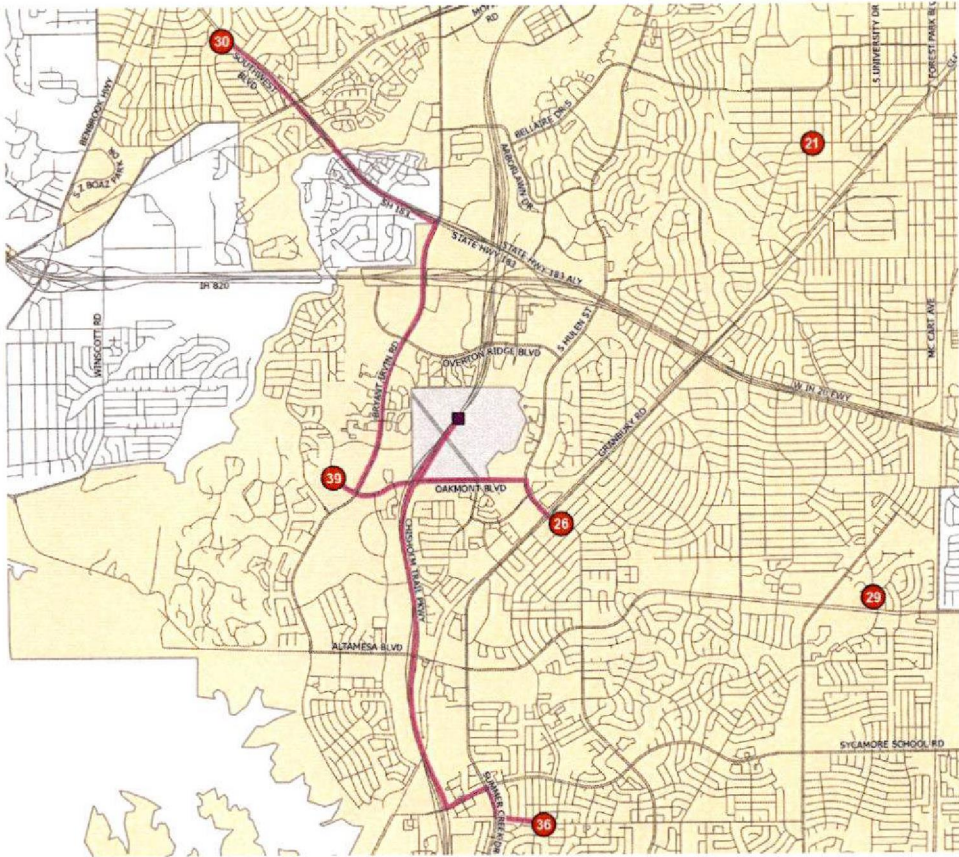
**Departmental Review Comments; Expenditures:** Once the property is fully developed, call load is estimated to be approximately 365 calls for the intensive commercial a year. The average cost per call is \$799 per officer. Based on the assumption that at least two officers will respond to a call, \$1,598 per call is used to calculate the cost of service. The average annual cost of service for this development is estimated to be \$583,270 for the intensive commercial. Estimated expenditures assume that there are 365 calls per year and two officers responding to each call. An inflation rate of 3% was used to calculate the expenditures. Expenditures are rounded to the nearest whole dollar.

### FIRE DEPARTMENT

The following table outlines the estimated response times for fire stations based on their designated locations. Prompt and efficient responses are crucial in emergency situations, and the times listed below represent the estimated durations it takes for each fire station to reach the boundary of the proposed annexation area. These response times are essential factors in ensuring the timely deployment of resources for effective emergency management.

	<b>FIRE STATION</b>	<b>ESTIMATED RESPONSE TIME</b>
<b>1<sup>st</sup> Due Company</b>	Fire Station 39 7655 Oakmont Blvd	3.0 minutes
<b>2<sup>nd</sup> Due Company</b>	Fire Station 26 6124 S Hulen St	3.8 minutes
<b>3<sup>rd</sup> Due Company</b>	Fire Station 36 5045 Columbus Trl	5.8 minutes
<b>4<sup>th</sup> Due Company</b>	Fire Station 30 6400 Westcreek Dr	8.5 minutes
<b>1<sup>st</sup> Aerial</b>	Fire Station 26 6124 S Hulen St	3.8 minutes

The responding fire stations proximity to the Terra Vella boundary are shown in the [below map](#).



**Fire Department Response Time Comments:**

Fire and EMS first responder services will be dispatched from existing temporary Fire Station 39, located at 7655 Oakmont Blvd, to the proposed annexation. Current Fire Department response time goal is to arrive on the scene of emergencies within five minutes from the time of dispatch at 75% of the time. Based on the existing fire stations located close to this proposed annexation area, the Fire Department will be able to meet this response time goal.

**Fire Department Incidents Comments:**

2023 produced 2,269 incidents for the area within one half mile of the proposed annexation (not including the area of the proposed annexation itself). Based on a comparison of the area of the buffer to the area of the annexation, the estimated annual count of incidents in the annexation is 458. The estimated cost of an additional incident is \$968. Multiplied by 458 incidents, the total additional annual cost of responding to the annexation is estimated to be \$443,344. However, once the area becomes more fully developed or if zoning for the area changes, this number will need to be adjusted.

Estimated Expenditures of Service (2024 Dollars)					
Costs per call	5 Years	10 Years	15 Years	20 Years	40 Years
Commercial	\$ 2,353,773.51	\$ 5,082,442.11	\$8,245,716.88	\$11,912,819.31	\$ 33,428,696.10

**CODE COMPLIANCE — CODE ENFORCEMENT**

**How does this proposal align with your department’s plans and policies?** The proposed annexation aligns with the Code Compliance plans regarding land use.

**How will this proposal affect your key performance indicators?** This proposal will not affect Code Enforcements KPIs. Commercial Complaints will increase as the facility ages.

**Recommendation:** Proceed as planned.

**Estimated Cumulative Expenditures and Revenues**

<b>Estimated Cumulative Expenditures (2024 Dollars)</b>					
	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>40 Years</b>
<b>Operations</b>	\$100	\$200	\$400	\$500	\$4000
<b>Capital</b>	0	0	0	0	0
<b>Personnel</b>			1	1	1
<b>Maintenance</b>					

<b>Estimated Cumulative Revenues (2024 Dollars)</b>					
	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>40 Years</b>
<b>Revenue</b>	0	0	0	0	0

**ENVIRONMENTAL SERVICES DEPARTMENT - SOLID WASTE SERVICES**

**How does this proposal align with your department’s plans and policies?** N/A – Solid Waste does not provide solid waste collection services to commercial establishments.

**How will this proposal affect your key performance indicators?**  
 N/A – Solid Waste does not provide waste collection services to commercial establishments.

**Recommendation:** Neutral

**Estimated Cumulative Expenditures and Revenues**

<b>Estimated Cumulative Expenditures (2024 Dollars)</b>					
	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>40 Years</b>
<b>Operations</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Capital</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Personnel</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Maintenance</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<b>Estimated Cumulative Revenues (2024 Dollars)</b>					
	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>40 Years</b>
<b>Revenue</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## ENVIRONMENTAL SERVICES DEPARTMENT - ENVIRONMENTAL QUALITY

### How does this proposal align with your department's plans and policies?

The proposed land use is expected to have a low service need from our division. Grading and land disturbance will be subject to the grading permitting process and subsequent inspections. Current staffing is sufficient to complete these duties. Both inspection types are documented in Chapter 4 of the Environmental Master Plan.

Any portion of the site that will remain undeveloped may be impacted by illegal dumping and other nuisances. If these impacts fall on public right-of-ways, they will be abated by Solid Waste staff, funded through the Environmental Protection Fund. Current staffing is sufficient to complete these duties.

### How will this proposal affect your key performance indicators?

Once development starts, the subject site would increase the number of routine investigations for the Water Quality team. However, current staffing is sufficient to complete. Therefore, this proposal is not expected to negatively impact this key performance indicator.

**Recommendation:** Approve annexation

### Estimated Cumulative Expenditures and Revenues

Estimated Cumulative Expenditures (2024 Dollars)					
	5 Years	10 Years	15 Years	20 Years	40 Years
Operations	\$1,668.67	\$3,782.23	\$6,462.78	\$9,646.44	\$29,587.00
Capital	\$107.04	\$243.58	\$417.91	\$624.95	\$1,921.78
Personnel	\$2,476.38	\$5,660.86	\$9,757.67	\$14,623.39	\$45,099.44
Maintenance	\$535.20	\$1,217.89	\$2,089.53	\$3,124.77	\$9,608.90

Expenditures at the subject site are expected to remain lower than revenues for the entirety of the 40 year projection.

Estimated Cumulative Revenues (2024 Dollars)					
	5 Years	10 Years	15 Years	20 Years	40 Years
Revenue	\$45,990.00	\$159,390.00	\$272,790.00	\$386,190.00	\$440,228.25

The revenues for the site include the new Environmental Protection Fund rates which went into effect on January 1, 2023.

**PARK AND RECREATION**

How does this proposal align with your department’s plans and policies? N/A

How will this proposal affect your key performance indicators? N/A

Recommendation: N/A

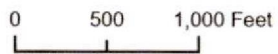
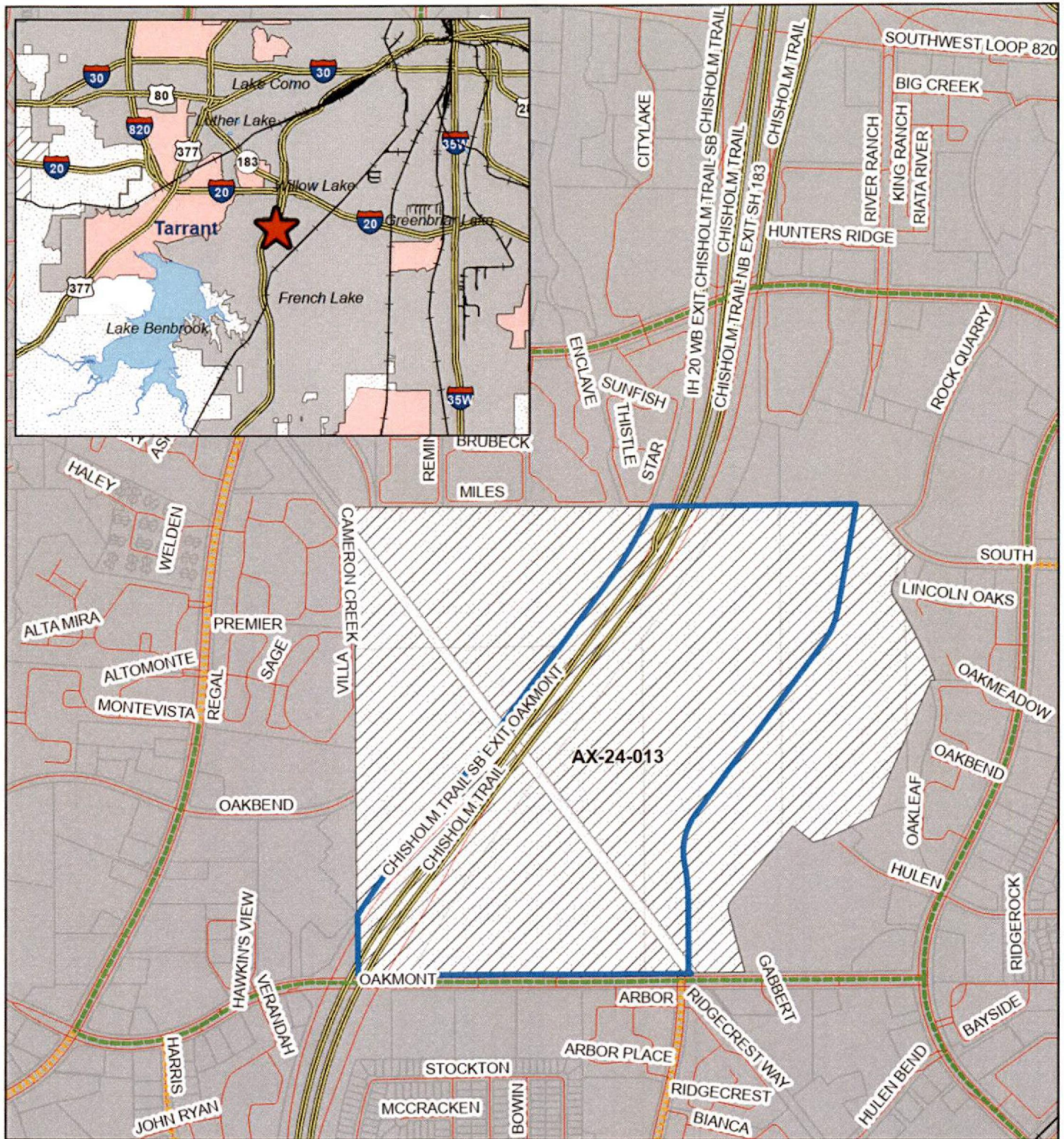
**Estimated Cumulative Expenditures and Revenues**

<b>Estimated Cumulative Expenditures (assuming 3.5% annual inflation)</b>					
	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>40 Years</b>
<b>Operations</b>					
<b>Capital</b>					
<b>Personnel</b>					
<b>Maintenance (Contract Mow)</b>	\$5,196.13	\$6,171.37	\$7,329.65	\$8,705.33	\$17,321.76
<b>Maintenance (Forestry)</b>					
<b>Departmental Review Comments — Expenditures:</b> <b>PARD Forestry:</b> No impacts. <b>PARD ROW:</b> Current conditions result in \$4,375 annually for mow/litter maintenance on north parkway ROW on Oakmont Boulevard until future build-out. <b>PARD PRM-Planning:</b>					

# AX-24-013

Exhibit A

## Approximately 152.978 Acres Adjacent Council District 6



1:12,000



Development Services Department  
12/05/2024

### Fort Worth

- Full Purpose
- Limited Purpose
- Extraterritorial Jurisdiction
- County Boundaries
- Adjacent Cities
- Subject Property



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City of Fort Worth, Texas

# Mayor and Council Communication

DATE: 01/14/25

M&C FILE NUMBER: M&C 25-0008

LOG NAME: 06AX-24-013 OVERLAND, OWNER-INITIATED

## SUBJECT

(Future CD 6) Conduct Public Hearing, Authorize Execution of Municipal Services Agreement and Consider Adopting an Ordinance for the Proposed Owner-Initiated Annexation of Approximately 108.610 Acres of Land in Tarrant County, Known as Overland, and Approximately 44.368 Acres of Adjacent Right-Of-Way, Located Along the Eastern Edge of Chisholm Trail and North of Oakmont Boulevard, in the Wedgwood Planning Sector, AX-24-013

(PUBLIC HEARING - a. Report of City Staff: Derek Hull; b. Public Comment; c. Council Action: Close Public Hearing and Act on the M&C)

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## RECOMMENDATION:

It is recommended that the City Council:

1. Conduct public hearing for the proposed owner-initiated annexation of approximately 108.610 acres of land in Tarrant County, known as Overland, and approximately 44.368 acres of adjacent right-of-way, located along the eastern edge of Chisholm Trail and north of Oakmont Boulevard, as shown on Exhibit A;
  2. Authorize execution of municipal services agreement between the City and property owners, Southwest Pasture LTD and Oncor Electric Delivery Company LLC; and
  3. Adopt ordinance annexing AX-24-013 for full purposes.
- 

## DISCUSSION:

On September 16, 2024, representatives for the property owners Southwest Pasture LTD and Oncor Electric Delivery Company LLC, submitted a request for full-purpose annexation of the property shown on Exhibit A into the City of Fort Worth. The subject property is located entirely in that portion of the City's extraterritorial jurisdiction which is in Tarrant County. The site is part of an enclave and is located along the eastern edge of Chisholm Trail and north of Oakmont Boulevard. The owner-initiated annexation contains approximately 108.610 acres of private property and 44.368 acres of right-of-way (Hwy 121/Chisholm Trail), totaling 152.978 acres. The proposal is consistent with criteria as established by the City's Annexation Policy. The first annexation policy criterion is that of being part of an enclave. The second criterion is that of the site being proposed for urban development. The subject area is currently agricultural land and the property owner's proposal of commercial development is consistent with the Mixed-Use designation on the future land use map of the 2023 Comprehensive Plan.

The companion zoning case (ZC-24-167) was heard by the Zoning Commission on January 8, 2025, the related zoning case (ZC-24-167). The Zoning Commission recommended approval of the requested zoning of the unzoned area to "G" Intensive Commercial Zoning District.

The City is annexing the property under the authority granted in Subchapter C-3 of Chapter 43 of the Texas Local Government Code (TLGC) wherein it provides for the process of annexation of an area upon a request of an owner of land. Section 43.0672 of the TLGC requires a municipality that elects to annex an area upon the request of an owner to first negotiate and enter into a written agreement with the owners of land in the area for the provision of municipal services. The agreement must include:

1. A list of each service the municipality will provide on the effective date of the annexation; and
2. A schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

The municipal services agreement includes these provisions in accordance with state law.

Emergency services, including Police and Fire, will be provided by the City. The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to be the level of service contemplated or projected in the area. Emergency medical services will be provided by City's Fire Department and MedStar. The City's Police Department will provide protection and law enforcement services.

The proposed uses were considered while assessing the financial impact to the General Fund. A ten-year fiscal impact analysis was prepared by the FWLab with the assistance of other City Departments. FWLab has concluded that given the positive projected impact on the General Fund post-construction, staff recommends proceeding with the annexation of Overland. Due to the ability of the area to meet the City's criteria for full-purpose annexation as stated in Appendix F: Annexation Policy and Program of the 2023 Comprehensive Plan, staff recommends approval of the requested owner-initiated annexation, AX-24-013.

The City Council will conduct a public hearing on the proposed annexation to allow persons interested in the annexation an opportunity to be heard. Notice of the public hearing has been posted in accordance with section 43.0673 of the TLGC. Upon conclusion and close of the required public hearing, the City Council may take final action on the ordinance annexing AX-24-013 for full purposes and the municipal services agreement.

Upon annexation, this property will become part of COUNCIL DISTRICT 6.

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**FISCAL INFORMATION / CERTIFICATION:**

The Director of Finance certifies that approval of the above recommendations and adoption of the attached ordinance, the annexation will have a long-term positive impact to the General Fund.

**Submitted for City Manager's Office by:** Dana Burghdoff 8018

**Originating Business Unit Head:** D.J. Harrell 8032

**Additional Information Contact:** Leo A Valencia 2497

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS**  
**AND**  
**SOUTHWEST PASTURE LTD**  
**AND**  
**ONCOR ELECTRIC DELIVERY COMPANY LLC**

This Municipal Services Agreement ("Agreement") is entered into on 14<sup>th</sup> day of January, 2025 by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City"), Southwest Pasture LTD., a Texas limited partnership, ("Owner") and Oncor Electric Delivery Company LLC ("Oncor").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

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

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

**WHEREAS**, Owner and Oncor own certain parcels of land situated in TARRANT County, Texas, which consists of approximately 108.610 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner and Oncor have filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. AX-24-013 ("Annexation Case");

**WHEREAS**, Owner has requested Oncor participate in the Annexation case for the Property due to the shape of the Oncor-owned Property, and Oncor has agreed to do so;

**WHEREAS**, City, Owner, and Oncor desire to set out the City services to be provided for the Property on or after the effective date of annexation;

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "full municipal services" means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.
3. **MUNICIPAL SERVICES.**
  - a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
    - i. Fire – The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
    - ii. Police – The City's Police Department will provide protection and law enforcement services.
    - iii. Emergency Medical Services – The City's Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
    - iv. Planning and Zoning – The City's Development Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
    - v. Parks and Recreational Facilities – Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
    - vi. Other Publicly Owned Buildings – Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
    - vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.

- viii. Roads and Streets (including Street lighting) – The City’s Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
  - ix. Water and Wastewater to Existing Structures – Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City’s cost for each occupied lot or tract in accordance with the City’s “Policy for the Installation of Community Facilities” and applicable law. Once connected to the City’s water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.
  - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
  - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
  - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies and applicable law and at rates established by City ordinances for such services.
  - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
  - d. Owner and Oncor understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
  - e. Nothing herein shall be interpreted to require Oncor to construct anything on its Property to allow for City to provide services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City, Owner, and Oncor represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner and Oncor acknowledge that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City

Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** Venue for this Agreement shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner, Oncor, and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property ("Effective Date").

**CITY OF FORT WORTH**

By: *Dana Burghdoff*  
Dana Burghdoff (Jan 23, 2025 15:31 CST)

Name: Dana Burghdoff  
Assistant City Manager

Approved as to Form and Legality:

By: *Melinda Ramos*

Name: Melinda Ramos  
Deputy City Attorney

By: *Derek Hull*  
Derek Hull (Jan 23, 2025 15:27 CST)

Name: Derek R. Hull  
Contract Manager

By: *Jannette S. Goodall*

Name: Jannette S. Goodall  
City Secretary

Approvals:

M&C: By: 25-0008

Ordinance No. By: 27422-01-2025

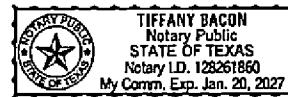
State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 24th day of January,  
2025, by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal  
corporation, on behalf of said corporation.


By: *Tiffany Bacon*

Notary Public, State of Texas



**SOUTHWEST PASTURE LTD.,  
a Texas limited partnership**


By: **CASSCO MANAGEMENT COMPANY, LLC,  
a Texas limited liability company,  
its general partner**

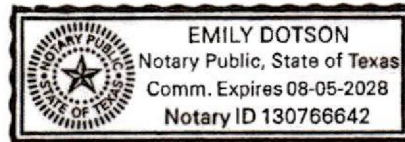
By:   
Crawford H. Edwards  
Manager

By:   
Paxton Motheral  
Manager

State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on the 20th day of October, 2024,  
by Crawford H. Edwards, Manager of Cassco Management Company, LLC, a Texas limited  
liability company and general partner, on behalf of Southwest Pasture LTD., a Texas limited  
partnership.

By:   
Notary Public, State of Texas



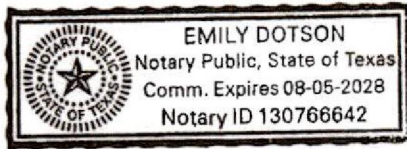
State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 24<sup>th</sup> day of October, 2024, by Paxton Motheral, Manager of Cassco Management Company, LLC, a Texas limited liability company and general partner, on behalf of Southwest Pasture LTD., a Texas limited partnership.

By: Emily Dotson

Notary Public, State of Texas



ONCOR ELECTRIC DELIVERY COMPANY LLC

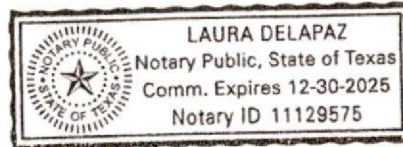
By: [Signature]  
Name: Jose Omar Alvarez  
Title: Attorney in Fact

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 15 day of October,  
2021, by Jose Omar Alvarez, Attorney-in-Fact on behalf of Oncor Electric Delivery  
Company LLC.

By: [Signature]  
Notary Public, State of Texas



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

## EXHIBIT A

### DESCRIPTION FOR ANNEXATION OF 108.610 ACRES OF LAND

**BEING** a tract of land situated in the J.F. Heath Survey, Abstract Number 641, the G. Shields Survey, Abstract Number 1436, the J. Burnett Survey, Abstract Number 1923, the J.H. Shultz Survey, Abstract Number 1941, and the J. Wilcox Survey, Abstract Number 1742, Tarrant County, Texas, being a portion of two tracts of land described by deed to Southwest Pasture LTD., recorded in Instrument Number D212318326 (Tract 1 remainder and Tract 2) and being a portion of that tract of land described by deed to Texas Electric Service Company, recorded in Volume 2974, Page 298 (Tract 1), both of the County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at the most westerly northwest corner of said Tract 1 remainder, the southwest corner of the remainder of that tract of land described by deed to City of Fort Worth, recorded in Volume 12782, Page 157, the northeast corner of that tract of land described by deed to City of Fort Worth, recorded in Instrument Number D205118476 and D207140864 (Parcel 98-PT1), and the southeast corner of that tract of land described by deed to State of Texas, recorded in Instrument Number D210052046, all of said County Records, and being in the east right-of-way line of State Highway 121 (Chisholm Trail Parkway, a variable width right-of-way);

**THENCE** N 89°32'27"E, at 370.67 feet, passing an "ell" corner in the west line of said Tract 1 remainder and the southeast corner of said City of Fort Worth remainder, in all, a total distance of 925.45 feet;

**THENCE** over and across said Tract 1 remainder, the following courses and distances:

S 09°52'29"W, 774.94 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 266.36 feet, through a central angle of 27°00'40", having a radius of 565.00 feet, the long chord which bears S 23°22'49"W, 263.90 feet;

S 36°53'09"W, 1547.13 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 378.00 feet, through a central angle of 47°36'00", having a radius of 455.00 feet, the long chord which bears S 13°05'10"W, 367.23 feet;

S 10°42'50"E, 82.40 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 127.93 feet, through a central angle of 10°23'48", having a radius of 705.00 feet, the long chord which bears S 05°30'56"E, 127.75 feet;

S 00°19'03"E, 573.20 feet;

**EXHIBIT A**  
**Continued**

S 45°19'03"E, 28.28 feet, to the north right-of-way line of Oakmont Boulevard (120 foot right-of-way);

**THENCE** S 89°40'57"W, 2050.20 feet, with said north right-of-way line, to the southwest corner of aforementioned Southwest Pasture Tract 2 and the southeast corner of that tract of land described by deed to City of Fort Worth, recorded in Instrument Numbers D205118476 and D207140864 (Parcel 98-PT2), and being in the aforementioned east right-of-way line of State Highway 121 (Chisholm Trail Parkway);

**THENCE** with said east right-of-way line, the following courses and distances:

N 31°39'40"E, 938.55 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 512.44 feet, through a central angle of 05°13'29", having a radius of 5619.58 feet, the long chord which bears N 34°16'25"E, 512.27 feet;

N 36°53'09"E, at 229.80 feet, passing the northerly corner of said Tract 2, at 307.63 feet, passing the most westerly corner of aforementioned Southwest Pasture Tract 1 remainder, in all, a total distance of 1591.21 feet, to the beginning of a curve to the left;

With said curve to the left, an arc distance of 528.18 feet, through a central angle of 07°36'04", having a radius of 3981.37 feet, the long chord which bears N 34°49'22"E, 527.79 feet;

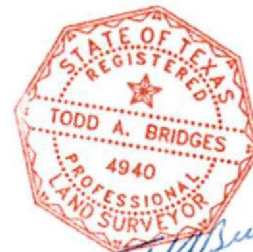
N 31°01'20"E, 480.56 feet, to the beginning of a curve to the left;

**THENCE** with said curve to the left, an arc distance of 76.17 feet, through a central angle of 02°09'38", having a radius of 2019.86 feet, the long chord which bears N 29°56'31"E, 76.16 feet, to the **Point of Beginning** and containing 4,731,053 square feet or 108.610 acres of land more or less.

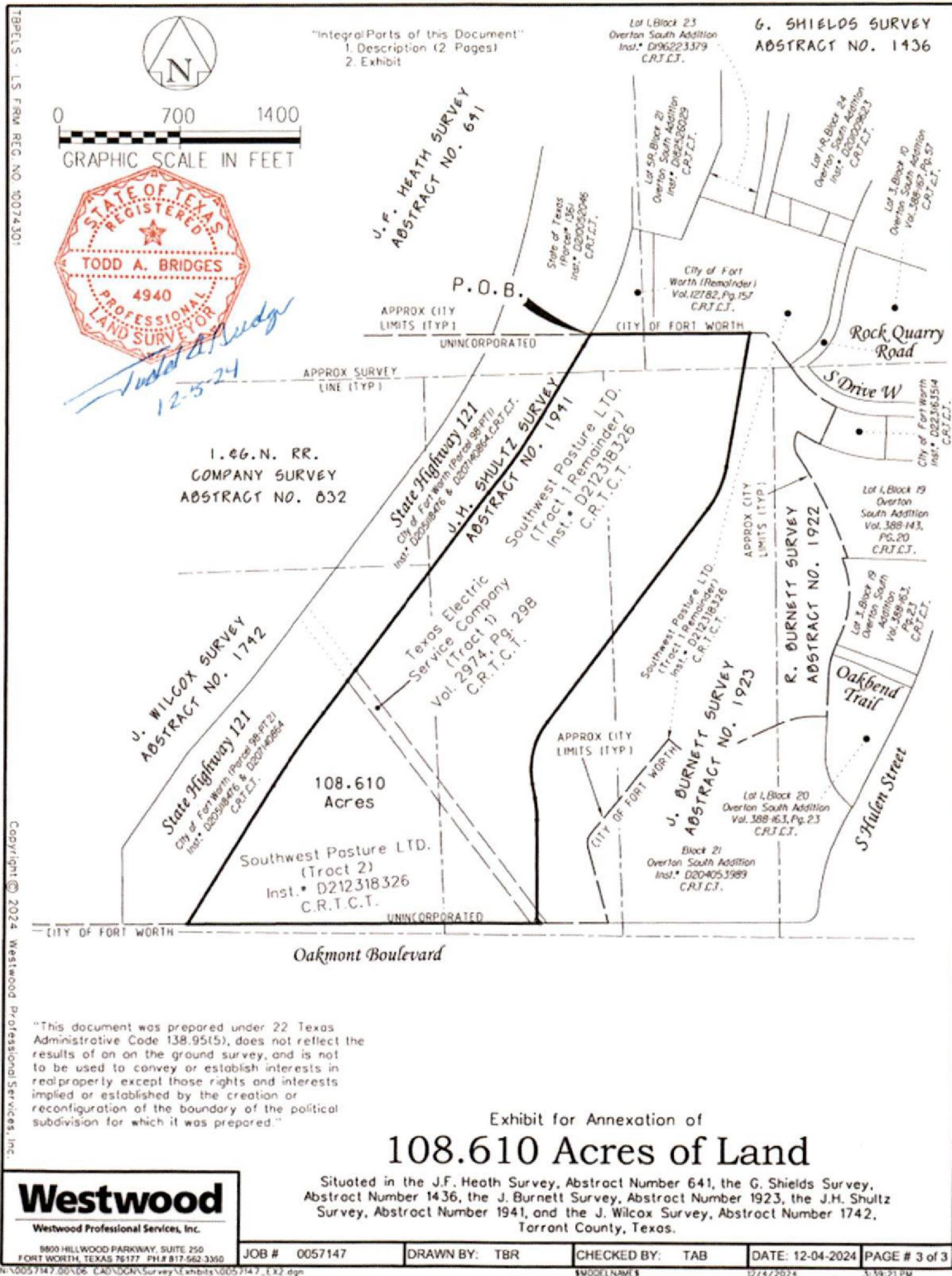
"Integral Parts of this Document"

1. Description (2 Pages)
2. Exhibit

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



**EXHIBIT A**  
Continued



# Mayor and Council Communication

DATE: 01/14/25

M&C FILE NUMBER: M&C 25-0008

LOG NAME: 06AX-24-013 OVERLAND, OWNER-INITIATED

## SUBJECT

(Future CD 6) Conduct Public Hearing, Authorize Execution of Municipal Services Agreement and Consider Adopting an Ordinance for the Proposed Owner-Initiated Annexation of Approximately 108.610 Acres of Land in Tarrant County, Known as Overland, and Approximately 44.368 Acres of Adjacent Right-Of-Way, Located Along the Eastern Edge of Chisholm Trail and North of Oakmont Boulevard, in the Wedgwood Planning Sector, AX-24-013

(PUBLIC HEARING - a. Report of City Staff: Derek Hull; b. Public Comment; c. Council Action: Close Public Hearing and Act on the M&C)

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## RECOMMENDATION:

It is recommended that the City Council:

1. Conduct public hearing for the proposed owner-initiated annexation of approximately 108.610 acres of land in Tarrant County, known as Overland, and approximately 44.368 acres of adjacent right-of-way, located along the eastern edge of Chisholm Trail and north of Oakmont Boulevard, as shown on Exhibit A;
2. Authorize execution of municipal services agreement between the City and property owners, Southwest Pasture LTD and Oncor Electric Delivery Company LLC; and
3. Adopt ordinance annexing AX-24-013 for full purposes.

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## DISCUSSION:

On September 16, 2024, representatives for the property owners Southwest Pasture LTD and Oncor Electric Delivery Company LLC, submitted a request for full-purpose annexation of the property shown on Exhibit A into the City of Fort Worth. The subject property is located entirely in that portion of the City's extraterritorial jurisdiction which is in Tarrant County. The site is part of an enclave and is located along the eastern edge of Chisholm Trail and north of Oakmont Boulevard. The owner-initiated annexation contains approximately 108.610 acres of private property and 44.368 acres of right-of-way (Hwy 121/Chisholm Trail), totaling 152.978 acres. The proposal is consistent with criteria as established by the City's Annexation Policy. The first annexation policy criterion is that of being part of an enclave. The second criterion is that of the site being proposed for urban development. The subject area is currently agricultural land and the property owner's proposal of commercial development is consistent with the Mixed-Use designation on the future land use map of the 2023 Comprehensive Plan.

The companion zoning case (ZC-24-167) was heard by the Zoning Commission on January 8, 2025, the related zoning case (ZC-24-167). The Zoning Commission recommended approval of the requested zoning of the unzoned area to "G" Intensive Commercial Zoning District.

The City is annexing the property under the authority granted in Subchapter C-3 of Chapter 43 of the Texas Local Government Code (TLGC) wherein it provides for the process of annexation of an area upon a request of an owner of land. Section 43.0672 of the TLGC requires a municipality that elects to annex an area upon the request of an owner to first negotiate and enter into a written agreement with the owners of land in the area for the provision of municipal services. The agreement must include:

1. A list of each service the municipality will provide on the effective date of the annexation; and
2. A schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

The municipal services agreement includes these provisions in accordance with state law.

Emergency services, including Police and Fire, will be provided by the City. The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to be the level of service contemplated or projected in the area. Emergency medical services will be provided by City's Fire Department and MedStar. The City's Police Department will provide protection and law enforcement services.

The proposed uses were considered while assessing the financial impact to the General Fund. A ten-year fiscal impact analysis was prepared by the FWLab with the assistance of other City Departments. FWLab has concluded that given the positive projected impact on the General Fund post-construction, staff recommends proceeding with the annexation of Overland. Due to the ability of the area to meet the City's criteria for full-purpose annexation as stated in Appendix F: Annexation Policy and Program of the 2023 Comprehensive Plan, staff recommends approval of the requested owner-initiated annexation, AX-24-013.

The City Council will conduct a public hearing on the proposed annexation to allow persons interested in the annexation an opportunity to be heard. Notice of the public hearing has been posted in accordance with section 43.0673 of the TLGC. Upon conclusion and close of the required public hearing, the City Council may take final action on the ordinance annexing AX-24-013 for full purposes and the municipal services agreement.

Upon annexation, this property will become part of COUNCIL DISTRICT 6.

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**FISCAL INFORMATION / CERTIFICATION:**

The Director of Finance certifies that approval of the above recommendations and adoption of the attached ordinance, the annexation will have a long-term positive impact to the General Fund.

**Submitted for City Manager's Office by:** Dana Burghdoff 8018

**Originating Business Unit Head:** D.J. Harrell 8032

**Additional Information Contact:** Leo A Valencia 2497