COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145793
PAGE 1 OF 25
DATE: 8/19/2025

SUBJECT: **RECEIVE AND FILE – CITY OF FORT WORTH ANNEXATION ORDINANCE NO. 27649-05-2025 (CASE NO. AX-25-001) – 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. 27649-05-2025 (Case No. AX-25-001) – Precinct 2.

BACKGROUND

The subject ordinance is attached and was adopted and effective on May 13, 2025.

The owner-initiated annexation area includes approximately 4.537 acres of land, known as Chisholm Trail Commercial Center, located west of Brewer Boulevard, south of McPherson Boulevard, and east of Old Granbury Road.

A location map of the annexation area is included in the attached ordinance (page 17).

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. 27649-05-2025

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 4.537 ACRES, MORE OR LESS, OUT OF LAND SITUATED IN THE J.J. ALBIRADO SURVEY, ABSTRACT NUMBER 4, CITY OF FORT WORTH E.T.J., TARRANT COUNTY, TEXAS, BEING ALL OF TWO TRACTS OF LAND DESCRIBED BY DEED TO OLD GRANBURY HOLDINGS, LLC, RECORDED IN INSTRUMENT NUMBER D224199629 (TRACT 1 AND TRACT 2), COUNTY RECORDS, TARRANT COUNTY, TEXAS (CASE NO. AX-25-001) 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 owner, Old Granbury Holdings, LLC, requesting the full-purpose annexation of 4.537 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 Old Granbury Holdings, LLC, and the City negotiated and entered into a written agreement, City Secretary Contract No. 63,509, for the provisions of municipal services in the area; 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 43.0673 of the Local Government Code on May 13, 2025, at 6:00 p.m., at the City Council Chamber; and square footage in the descriptions; and

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 4.537 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 that certain tract of land situated in the J.J. Albirado Survey, Abstract Number 4, City of Fort Worth E.T.J., Tarrant County, Texas, being all of two tracts of land described by deed to Old Granbury Road Holdings, LLC, recorded in Instrument Number D224199629 (Tract 1 and Tract 2), County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Tract 2, the northwest corner of Lot 26X, Block A, Chisholm Trail Ranch Phase 1B, an addition to the City of Fort Worth, Texas, by plat recorded in Instrument Number D223213216, and being in the south right-of-way line of McPherson Boulevard, a 110-foot right-of-way recorded in Instrument Number D214206374, both of said County Records;

THENCE S 00°37'06"E, 280.39 feet, with the west line of said Lot 26X, to the southeast corner of said Tract 1 and the northeast corner of that tract of land described by deed to Bridget Easton, recorded in in Instrument Number D199054244, said County Records;

THENCE S 89°24'18"W, 704.91 feet, to the southwest corner of said Tract 1 and the east right-of-way line of Old Granbury Road (a variable width right-of-way, no record found);

THENCE N 00°37'06"W, 280.39 feet, with said east right-of-way line, to the northwest corner of said Tract 2 and returning to said south right-of-way line of McPherson Boulevard;

THENCE N 89°24'18"E, 704.91 feet, to the **Point of Beginning** and containing 197,650 square feet or 4.537 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 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 4.

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

SECTION 5.
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 6.
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 7.
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 8.
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: May 13, 2025

CITY OF FORT WORTH TEXAS

EXHIBIT A

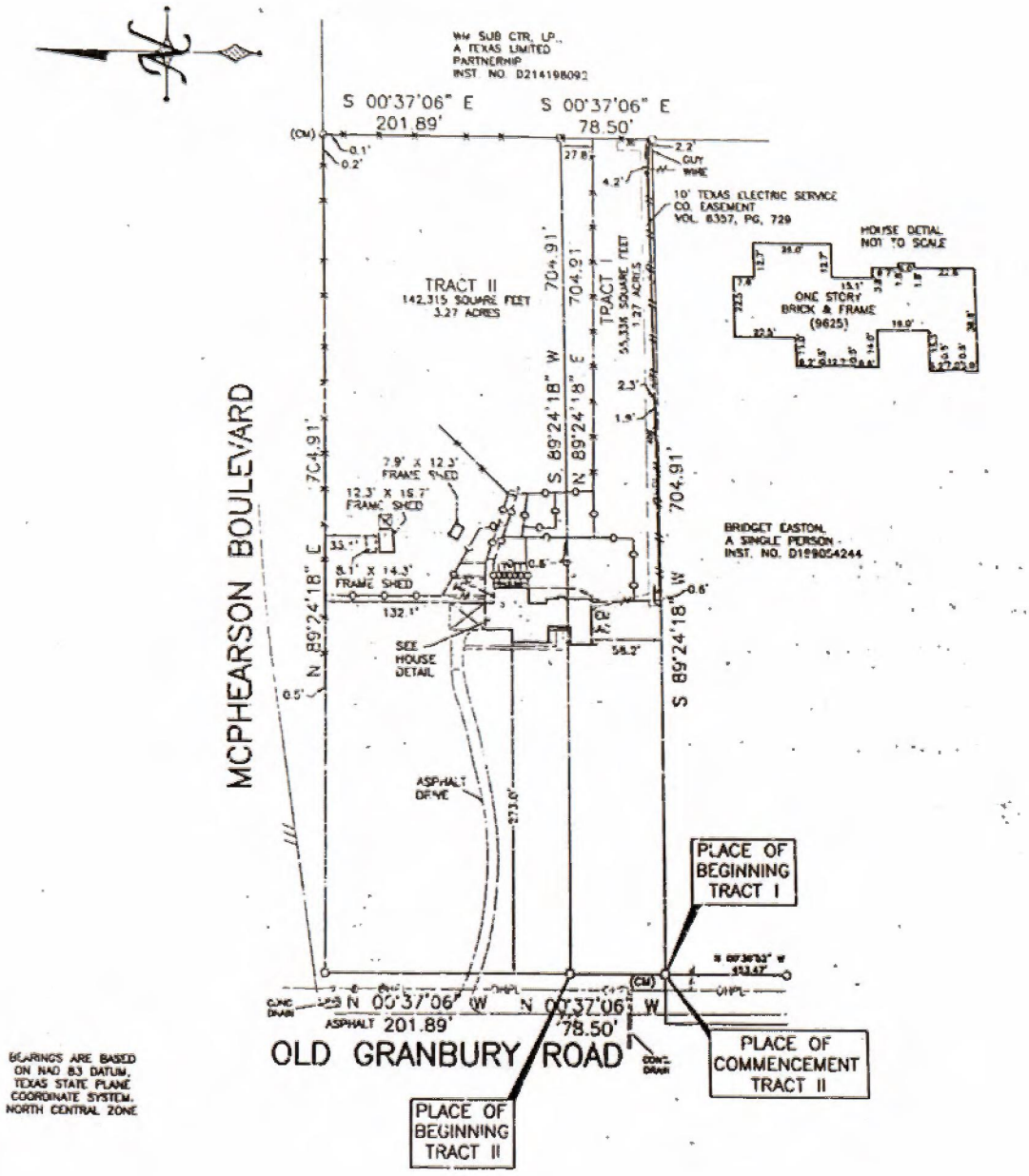

WW SUB CTR, LP.,
A TEXAS LIMITED
PARTNERHIP
INST. NO. D214198092
S 00°37'06" E
201.89'
S 00°37'06" E
78.50'
10' TEXAS ELECTRIC SERVICE
CO. EASEMENT
VOL. 8357, PG. 729
HOUSE DETIAL
NOT TO SCALE
ONE STORY
BRICK & FRAME
(9625)
TRACT II
142,315 SQUARE FEET
3.27 ACRES
704.91'
TRACT I
55,334 SQUARE FEET
1.27 ACRES
S 89°24'18" W
N 89°24'18" E
7.9' X 12.3'
FRAME SHED
12.3' X 15.7'
FRAME SHED
8.1' X 14.3'
FRAME SHED
SEE
HOUSE
DETAIL
BRIDGET EASTON,
A SINGLE PERSON
INST. NO. D199054244
MCPHEARSON BOULEVARD
ASPHALT
DRIVE
PLACE OF
BEGINNING
TRACT I
PLACE OF
COMMENCEMENT
TRACT II
PLACE OF
BEGINNING
TRACT II
N 00°37'06" W
ASPHALT 201.89'
N 00°37'06" W
78.50'
OLD GRANBURY ROAD
BEARINGS ARE BASED
ON NAD 83 DATUM,
TEXAS STATE PLANE
COORDINATE SYSTEM,
NORTH CENTRAL ZONE

Exhibit B
Municipal Services Agreement

CSC No. 63509

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF FORT WORTH, TEXAS

AND

OLD GRANBURY HOLDINGS, LLC

This Municipal Services Agreement ("Agreement") is entered into on 13th day of May 2025 by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and Old Granbury Holdings, LLC ("Owner").

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 owns certain parcels of land situated in TARRANT County, Texas, which consists of approximately 4.537 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 has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. AX-25-001 ("Annexation Case");

WHEREAS, City and Owner 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 and Owner 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,

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

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 understands 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.

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 and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges 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 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 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.

CITY OF FORT WORTH

By: _____

Name: Jesica McEachern

Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: Melinda Ramos

Deputy City Attorney

By: _____

Name: Derek R. Hull

Contract Manager

By: _____

Name: Jannette S. Goodall

City Secretary

Approvals:

M&C: By: 25-0398

Ordinance No. By: 27649-05-2025

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

State of Texas_____**§**

County of Tarrant_____**§**

This instrument was acknowledged before me on the day of June 19th, 2025, by Jesica McEachern, 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

TIFFANY BACON
Notary Public
STATE OF TEXAS
Notary I.D. 129261860
My Comm. Exp. Jan. 20, 2027

OLD GRANBURY HOLDINGS, LLC

By: _____

Name: Andrew Miller

Title: Manager

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 11 day of June 2025, by Andrew Miller, Manager, on behalf of Old Granbury Holdings, LLC.

By: _____

Notary Public, State of Texas

GARRETT ISRAEL NOTARY PUBLIC STATE OF TEXAS ID# 134593536 EXPIRES 10-6-2027

EXHIBIT A

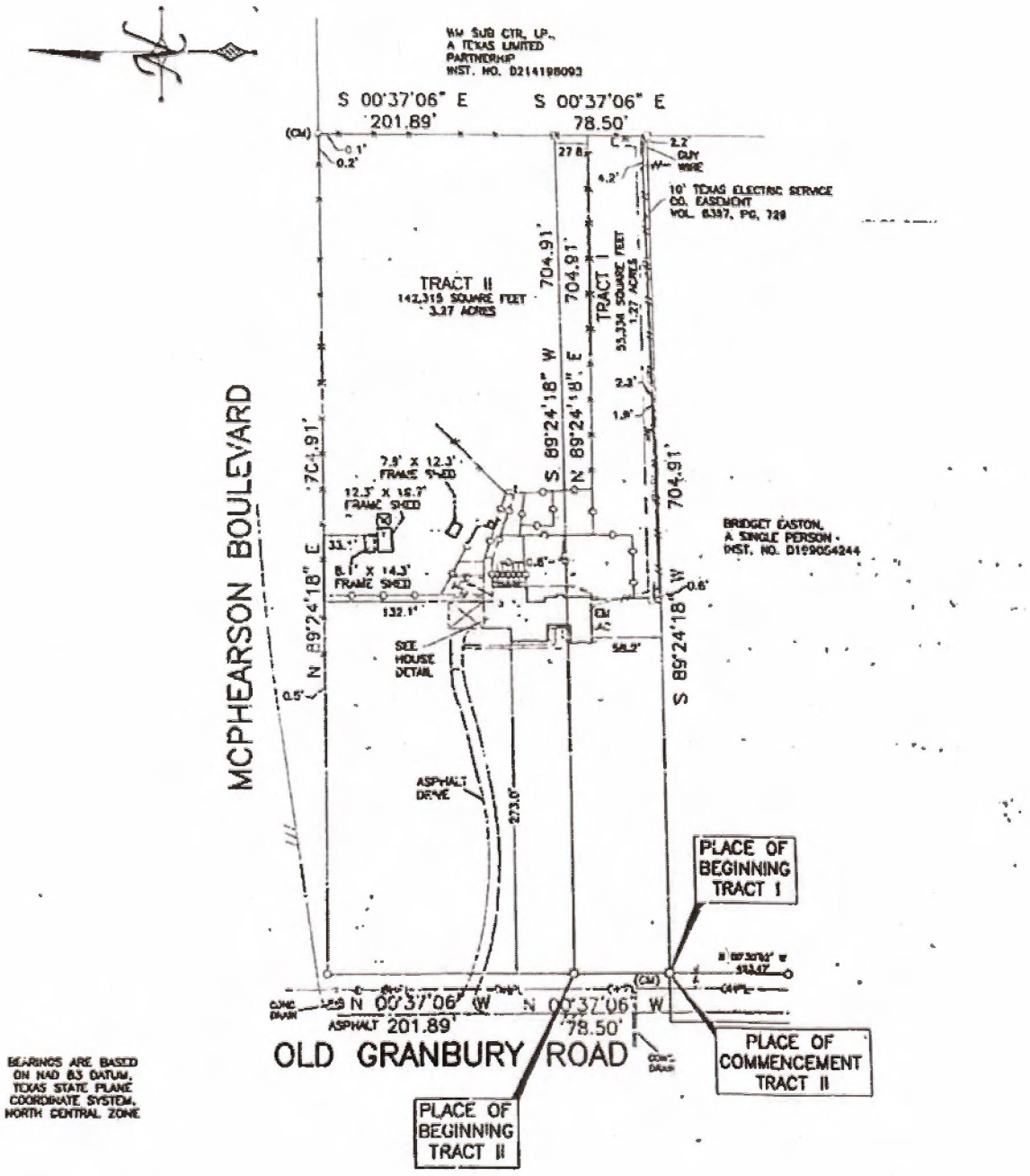

WM SUB CTR, LP.,
A TEXAS LIMITED
PARTNERSHIP
INST. NO. D214198093
S 00°37'06" E
201.89'
S 00°37'06" E
78.50'
10' TEXAS ELECTRIC SERVICE
CO. EASEMENT
VOL. 8397, PG. 728
TRACT II
142,315 SQUARE FEET
3.27 ACRES
TRACT I
55,334 SQUARE FEET
1.27 ACRES
704.91'
S 89°24'18" W
N 89°24'18" E
MCPHEARSON BOULEVARD
7.9' X 12.3'
FRAME SHED
12.3' X 16.7'
FRAME SHED
8.1' X 14.3'
FRAME SHED
SEE
HOUSE
DETAIL
BRIDGET EASTON,
A SINGLE PERSON -
INST. NO. D199004244
ASPHALT
DRIVE
273.0'
PLACE OF
BEGINNING
TRACT I
PLACE OF
COMMENCEMENT
TRACT II
PLACE OF
BEGINNING
TRACT II
N 00°37'06" W
201.89'
N 00°37'06" W
78.50'
ASPHALT
OLD GRANBURY ROAD
BEARINGS ARE BASED
ON NAD 83 DATUM,
TEXAS STATE PLANE
COORDINATE SYSTEM,
NORTH CENTRAL ZONE

EXHIBIT A

DESCRIPTION FOR ANNEXATION OF 4.537 ACRES OF LAND

BEING that certain tract of land situated in the J.J. Albirado Survey, Abstract Number 4, City of Fort Worth E.T.J., Tarrant County, Texas, being all of two tracts of land described by deed to Old Granbury Road Holdings, LLC, recorded in Instrument Number D224199629 (Tract 1 and Tract 2), County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Tract 2, the northwest corner of Lot 26X, Block A, Chisholm Trail Ranch Phase 1B, an addition to the City of Fort Worth, Texas, by plat recorded in Instrument Number D223213216, and being in the south right-of-way line of McPherson Boulevard, a 110 foot right-of-way recorded in Instrument Number D214206374, both of said County Records;

THENCE S 00°37'06"E, 280.39 feet, with the west line of said Lot 26X, to the southeast corner of said Tract 1 and the northeast corner of that tract of land described by deed to Bridget Easton, recorded in in Instrument Number D199054244, said County Records;

THENCE S 89°24'18"W, 704.91 feet, to the southwest corner of said Tract 1 and the east right-of-way line of Old Granbury Road (a variable width right-of-way, no record found);

THENCE N 00°37'06"W, 280.39 feet, with said east right-of-way line, to the northwest corner of said Tract 2 and returning to said south right-of-way line of McPherson Boulevard;

THENCE N 89°24'18"E, 704.91 feet, to the **Point of Beginning** and containing 197,650 square feet or 4.537 acres of land more or less.

SURVEY PLAT

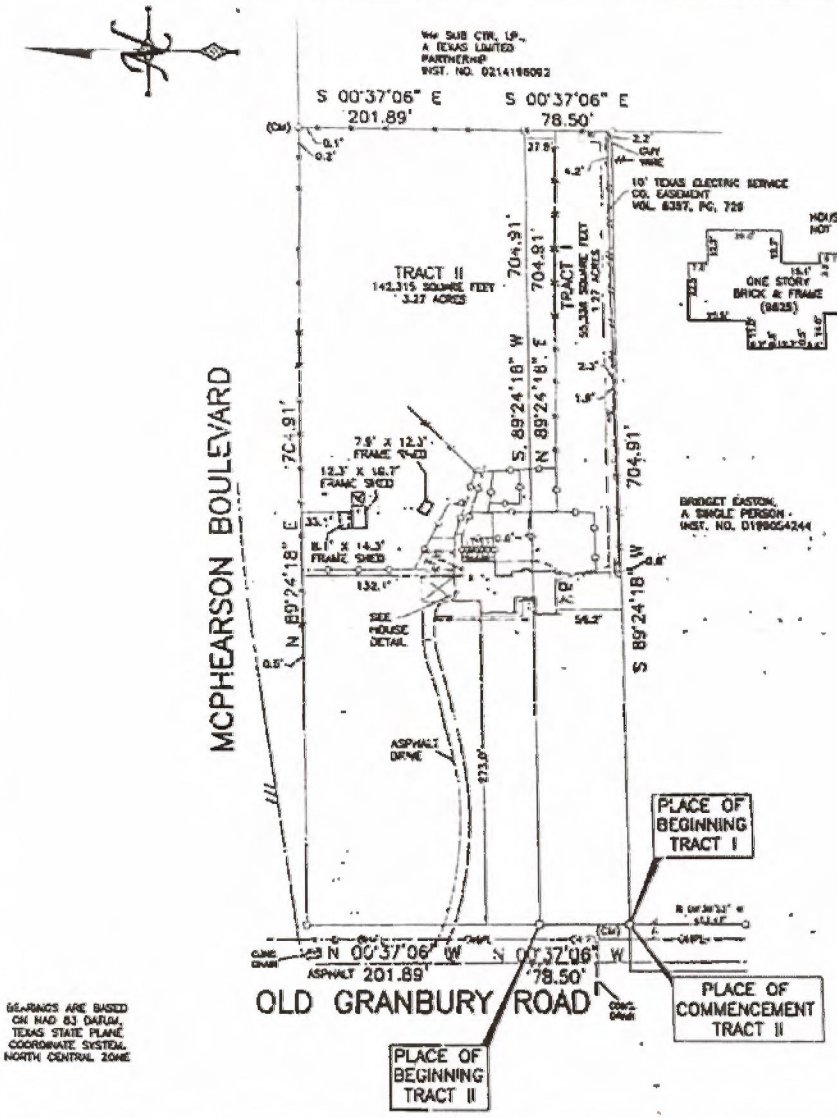
7509 PEDRIDGE CIRCLE
ROWLETT, TX 75088

Firm REGISTRATION NO 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

BURNS SURVEYING

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 9625 OLD GRANBURY ROAD, in TARRANT COUNTY, Texas.



BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE

Tract I

Being all that certain lot tract or parcel of land situated in the J.J. Alberado Survey, Abstract No. 4, in Tarrant County, Texas and being the same as Tract I described in deed to Van Winter Hall, Jr. and Stella Diane Hall, recorded in Instrument No. D214238665, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for corner in the East line of Old Granbury Road, at the Northwest corner of a tract of land described in deed to Bridget Easton, a single person, recorded in Instrument No. D199054244 (D.R.T.C.T.) and at the Southwest corner of said Tract I;

THENCE North 89 degrees 37 minutes 06 seconds West, with the said East line of Old Granbury Road, a distance of 78.50 feet to a 3/8 inch iron rod found at the Southwest corner of Tract II of said Hall tract;

THENCE North 89 degrees 24 minutes 18 seconds East, a distance of 704.91 feet to a 3/8 inch iron rod found for corner in the West line of a tract of land described in deed to W4 Sub Ctr, LP., a Texas limited partnership recorded in Instrument No. D214196092 (D.R.T.C.T.), at the Southeast corner of said Tract II;

THENCE South 00 degrees 37 minutes 06 seconds East, a distance of 78.50 feet to a 3/8 inch iron rod found for corner in the said West line of W4 Sub Ctr tract, at the Northeast corner of said Easton tract;

THENCE South 89 degrees 24 minutes 18 seconds West, a distance of 704.91 feet to the PLACE OF BEGINNING and containing 55,336 square feet or 1.27 acres of land.

Tract II

Being all that certain lot tract or parcel of land situated in the J.J. Alberado Survey, Abstract No. 4, in Tarrant County, Texas and being the same as Tract II described in deed to Van Winter Hall, Jr. and Stella Diane Hall, recorded in Instrument No. D214238665, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and being more particularly described as follows:

COMMENCING at a 3/8 inch iron rod found for corner in the East line of Old Granbury Road, at the Northwest corner of a tract of land described in deed to Bridget Easton, a single person, recorded in Instrument No D199054244 (D.R.T.C.T.) and at the Southwest corner of Tract I of said Hall tract;

THENCE North 00 degrees 37 minutes 06 seconds West, with the said East line of Old Granbury Road, a distance of 78.50 feet to a 3/8 inch iron rod found at the South end corner of Tract II of said Hall tract and being the PLACE OF BEGINNING of the herein described tract of land;

THENCE North 00 degrees 37 minutes 06 seconds West, a distance of 201.89 feet to a 1/2 inch iron rod found at the intersection of the said East line of Old Granbury Road and in the South line of McPherson Boulevard;

THENCE North 89 degrees 24 minutes 18 seconds East, with the said South line of McPherson Boulevard, a distance of 704.91 feet to a 3/8 inch iron rod found at the Northwest corner of a tract of land described in deed to W4 Sub Ctr, LP., a Texas limited partnership, recorded in Instrument No. D214196092 (D.R.T.C.T.);

THENCE South 00 degrees 37 minutes 06 seconds East, a distance of 201.89 feet to a 3/8 inch iron rod found for corner in the West line of said W4 Sub Ctr tract;

THENCE South 89 degrees 24 minutes 18 seconds West, a distance of 704.91 feet to the PLACE OF BEGINNING and containing 142,315 square feet or 3.27 acres of land.



THE ABOVE DESCRIBED PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48439C0410K

ACCEPTED BY: _____

FIDELITY NATIONAL TITLE COMPANY

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY FIDELITY NATIONAL TITLE. THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 100'

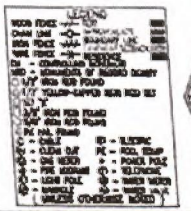
Date: 03/20/2020

G. F. No.: 8901232000422

Job no.: 202001883

Drawn by: CHR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR FIDELITY NATIONAL TITLE

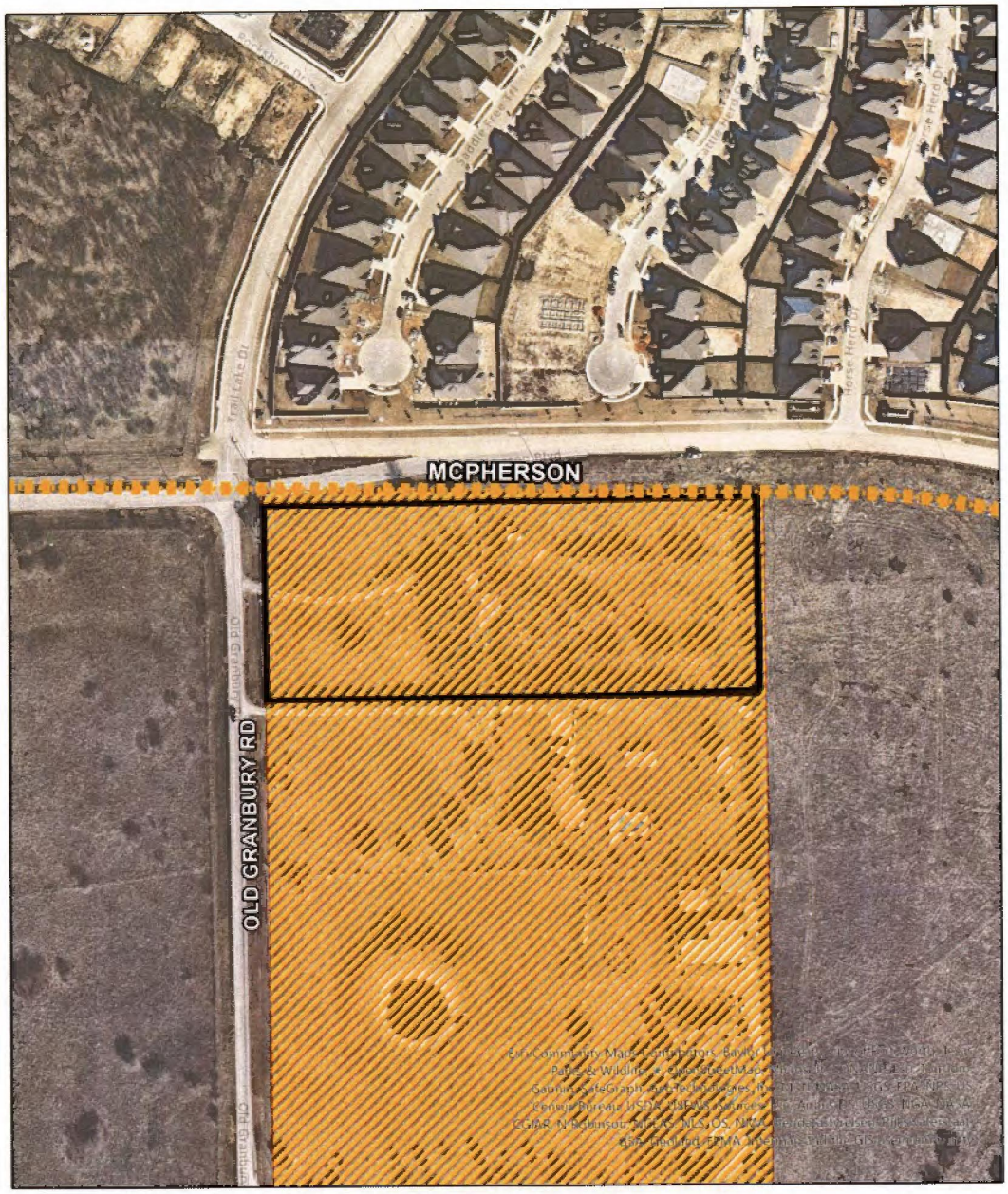




Annexation Request: Owner-Initiated
Case #: AX-25-001
Name: Chisholm Trail Commercial Center
Size: 4.547 Acres

Staff Report on Fiscal Sustainability Impact

Prepared for City Council by The FWLab



AX-25-001 Chisholm Trail Commercial Center

EXISTING CONDITIONS

Property Description	Approximately 4.547 acres of land located east of Old Granbury Road and south of Mcpherson Rd.
Request Type	Annexation – Full Purpose.
Council District	6
Comprehensive Plan's Future Land Use	The adopted 2023 Comprehensive Plan's Future Land Use designation is Single-Family Residential
Floodplain	No
Proposed Zoning	General Commercial
Existing Land Use	Vacant
Included in Planned Service Area	Enclave PSA – Re-developable
Enclave	Yes
Planning Sector	Far Southwest
Right-of-Way (ROW)	No
Concept Plan Provided	Yes
Preliminary Plat Provided	No
Final Plat Provided	No
Independent School District (ISD)	Fort Worth ISD

FISCAL IMPACT ANALYSIS HIGHLIGHTS

Overview of Expenditures:

The table below illustrates the City's projected cumulative expenditures that will be spent in this annexation area over a 40-year timeframe, should the City choose to approve this annexation request. Expenditures included in this analysis involves costs associated with capital improvements, operations, and maintenance. Highlighted major costs to consider for this annexation includes...Potential reconstruction of XX arterial roadway, which is also a TxDOT maintained road.

- Buildout of 2 drain inlets and 1,482 linear feet of new stormwater pipelines.
- Once the property is fully developed, Police call load is estimated to be approximately 25 calls for the community center 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.
- Patrol of the area will be added to PRA V140 in Beat L17 in West Division. Average PD response times are as follows for Beat F12 for 2024 in minutes: Priority 1 Calls – 9:22; Priority 2 Calls - 31:34; Priority 3 Calls – 139:46. Future workload is highly dependent on the expected uses, density level, transportation infrastructure, and timing of development.

Program Area	Year 1	Year 5	Year 10	Year 20	Year 40
Water	$5,195	$28,411	$61,347	$148,988	$408,693
Stormwater	$3,584	$19,312	$41,279	$93,179	$256,342
PARD ROW Roadways	$0	$0	$0	$0	$0
Police	$39,950	$212,100	$457,982	$1,073,471	$1,199,994
Code Compliance	$7	$39	$87	$216	$689
Animal Control	$209	$1,134	$2,514	$6,235	$19,896
Solid Waste	$0	$0	$0	$0	$0
Environmental Quality	$15	$77	$120	$352	$1,140
Total Expenditures	$48,960	$261,073	$563,329	$1,322,441	$1,886,754

Overview of Revenue:

The table below illustrates the City's projected cumulative revenue that will be gained in this annexation area over a 40-year timeframe, should the City choose to approve this annexation request. Highlighted major revenue streams to consider for this annexation includes...

- Construction of $6,864,466 in taxable property values
- Buildout of 0% of Residential land area and 100% of Commercial/Industrial

Program Area	Year 1	Year 5	Year 10	Year 20	Year 40
Water	$59,763	$49,442	$101,407	$213,423	$473,840
Stormwater	$1690	$8450	$16,901	$33,803	$67,607
Solid Waste	$0	$0	$0	$0	$0
Proprietary/Enterprise Fund Total	$61,453	$57,892	$118,308	$247,226	$541,447
Property Tax	$87,425	$464,161	$888,196	$2,196,013	$6,315,819
Sales Tax	$0	$0	$0	$0	$0
Environmental Quality	$180	$900	$1,800	$3,600	$7,200
Governmental/General Fund Total	$87,605	$465,061	$889,996	$2,199,613	$6,323,019
Total Revenue	$149,058	$522,953	$1,008,304	$2,446,839	$6,864,466

COMPREHENSIVE PLAN CONSISTENCY

Comprehensive Plan Alignment:

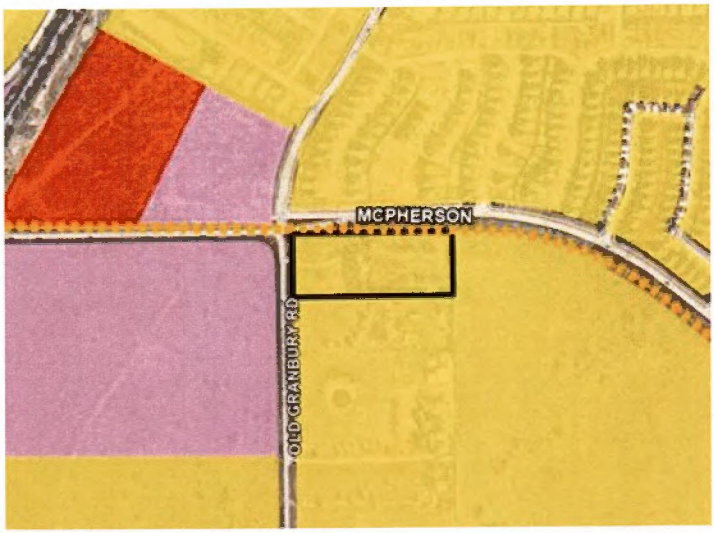
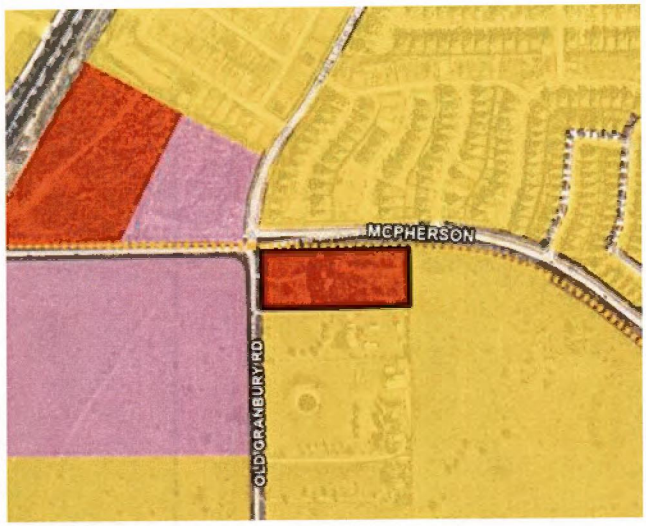
The annexation aligns with the following Comprehensive Plan policies:

1. Promote fiscally sustainable growth on the periphery of the city by encouraging development adjacent to existing adequate infrastructure and discouraging leapfrog development.
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.

Land Use Recommendation:

The adopted 2023 Comprehensive Plan Future Land Use (FLU) Map designates the 4.457-acre annexation area as Single-Family Residential. Based on the approved development agreement and revised concept plan, the Future Land Use Map is proposed for an amendment to change portions of the property from fully Single-

Family Residential to General Commercial. Both the current FLU Map and the recommended FLU Amendment Map are shown below. City staff support this Future Land Use Map amendment if the annexation is approved.

Adopted Future Land Use	Recommended Future Land Use
	

Adopted Future Land Use:

Single-Family Residential

Proposed Future Land Use:

General Commercial

City Plan Commission (CPC) Recommendation:

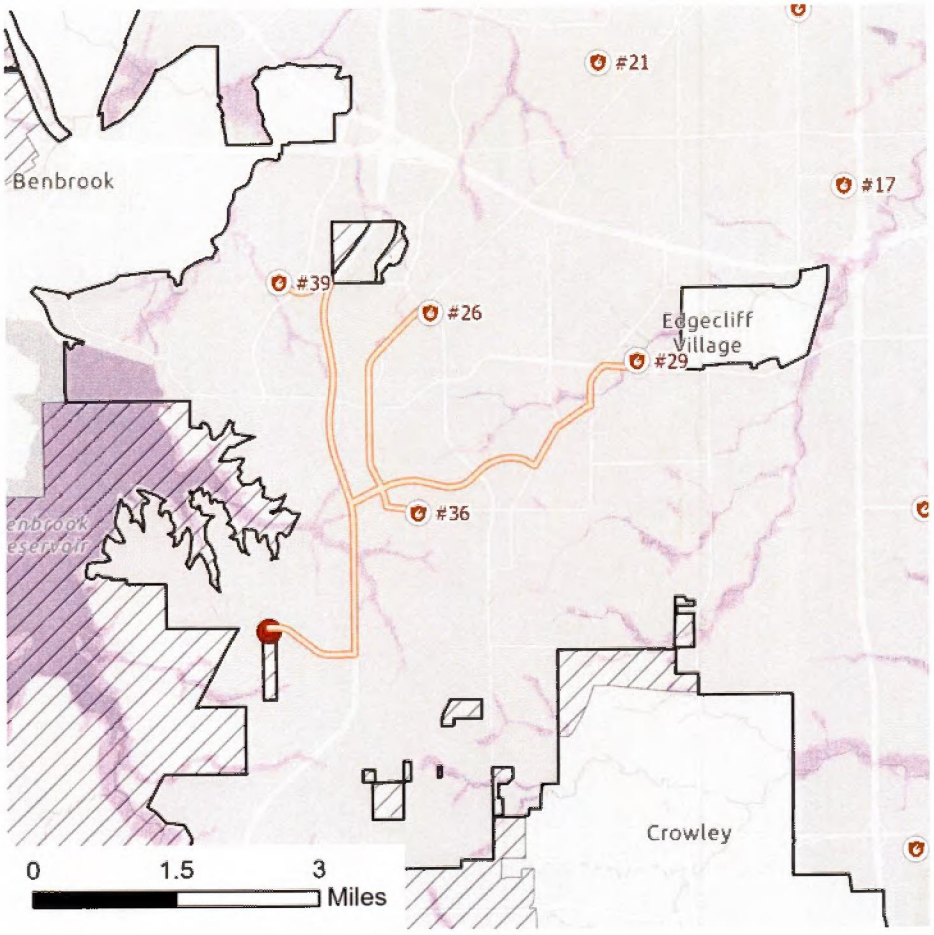
The CPC has reviewed this annexation request and made the following recommendation: Approval to the City Council to adopt Comprehensive Plan Future Land Use Map amendments from Single-Family Residential to General Commercial for Chisholm Trail Commercial Center Annexation application (AX-25-001) to support Future Land Use requests inconsistent with the adopted Comprehensive Plan.

FIRE DEPARTMENT

The following table outlines the estimated response times for nearby fire stations to reach the center of the proposed annexation area, should an emergency situation occur.

Fire Companies	Fire Station	Estimated Response Time
1st Company Due	Fire Station 36	6:16
2nd Company Due	Fire Station 39	8:27
3rd Company Due	Fire Station 26	8:37
4th Company Due	Fire Station 29	11:19
Closest Aerial Truck	Fire Station 26	8:37

The responding fire stations within proximity to the proposed annexation are shown on the map below.



Fire Department Response Time Comments: Fire and EMS first responder services will be dispatched from existing Fire Station 36, located at5045 Columbus Trl, 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 **not** be able to meet this response time goal. The proposed location of Fire Station 46, near the intersection of Brewer Blvd and Stewart Feltz Rd, would have an estimated response time of 3:13 to this annexation.

Fire Department Incidents Comments: 2024 produced 98 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 1. The estimated cost of an additional incident is $968. Multiplied by 1 incident, the total additional annual cost of responding to the annexation is estimated to be $968. However, once the area becomes more fully developed or if zoning for the area changes, this number will need to be adjusted.

Fire Department Platting Comments:

Additional hydrant(s) will be required to meet the hydrant to building hose lay of 500' or less and/or hydrant to FDC hose lay of 150' or less.
Gas well line compressor and pad site located northwest of this site will not impact the proposed annex area.
Demolition of existing structures must meet standards set in Section 3303.1 Fire Safety During Construction/Demolition

SUMMARY AND OVERALL RECOMMENDATION

Summary of Total Fiscal Impact:

The table below illustrates the City's projected cumulative cost/revenue which will be generated in this area over a 40-year timeframe, should the City choose to approve this annexation request. As the table highlights, the City is expected to make a return on public investment by year XX.

Program Area	Year 1	Year 5	Year 10	Year 20	Year 40
Total Expenditures	$48,960	$261,073	$563,329	$1,322,441	$1,886,754
Total Revenue	$149,058	$522,953	$1,008,304	$2,446,839	$6,864,466
Net Revenue	$100,098	$261,880	$444,975	$1,124,398	$4,977,712

Program Area Recommendations:

Program Area	Recommendation	Condition
Water	Approve	Without conditions
Stormwater	Approve	Without conditions
Roadways	Approve	Without conditions
Parks & Recreation	Approve	Without conditions
FWLab	Approve	Without conditions
Police	Approve	Without conditions
Code Compliance	Approve	Without conditions
Animal Control	Approve	Without conditions
Solid Waste	Approve	Without conditions
Environmental Quality	Approve	Without conditions
Radio Communications	Approve	Without conditions

Overall Recommendation:
Based on the positive fiscal impact of the proposed annexation and the alignment with numerous departmental goals, City staff recommend that AX-25-001 be considered for annexation at this time. Furthermore, staff recommends that the above amendments be adopted in the Comprehensive Plan's Future Land Use Map.

City of Fort Worth, Texas

Mayor and Council Communication

DATE: 05/13/25 **M&C FILE NUMBER:** M&C 25-0398

LOG NAME: 06CHISHOLM TRAIL COMMERCIAL CENTER; OWNER-INITIATED AX-25-001

SUBJECT

(CD 6) Conduct Public Hearing to Authorize Execution of Municipal Services Agreement and Consider Adopting Ordinance for the Proposed Owner-Initiated Annexation of Approximately 4.537 Acres of Land in Tarrant County, Known as Chisholm Trail Commercial Center, Located West of Brewer Boulevard, South of McPherson Boulevard and East of Old Granbury Road, in the Far Southwest Planning Sector, AX-25-001

(**PUBLIC HEARING** - a. Staff Available for Questions: Derek Hull; b. Public Comment; c. Council Action: Close Public Hearing and Act on the M&C)

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct public hearing for the proposed owner-initiated annexation of approximately 4.537 acres of land in Tarrant County, known as Chisholm Trail Commercial Center, located west of Brewer Boulevard, south of McPherson Boulevard and east of Old Granbury Road, as shown on Exhibit A;
2. Authorize execution of municipal services agreement between the City and property owners, Old Granbury Holdings, LLC; and
3. Adopt ordinance annexing AX-25-001 for full purposes.

DISCUSSION:

On January 13, 2025, representatives for the property owner, Old Granbury Holdings, LLC, submitted a request for full-purpose annexation of the property as depicted on Exhibit A into the City of Fort Worth (City). The subject property is located entirely in that portion of the City's extraterritorial jurisdiction which is in Tarrant County. The site is located west of Brewer Boulevard, south of McPherson Boulevard and east of Old Granbury Road. The owner-initiated annexation, which is approximately 4.537 acres, is consistent with the annexation criteria as established by the City's Annexation Policy. The property is part of an enclave and in an area experiencing urban development.

The 2023 Comprehensive Plan future land use map designates this property as Single-Family Residential. The property owner requested an amendment to General Commercial. The Fort Worth Lab (FWLab) supports changes to the Future Land Use map. On March 19, 2025, the City Plan Commission recommended approval to City Council to adopt a Comprehensive Plan Future Land Use Map amendment from Single-Family Residential to General Commercial for Chisholm Trail Commercial Center Annexation application (AX-25-001).

On April 9, 2025, the related zoning case (ZC-25-022) was heard by the Zoning Commission, and the Commission voted to recommend approval to City Council to zone the property to "PD-E" Planned Development for all uses in "E" Neighborhood Commercial plus auto parts supply and auto repair, but excluding the following use types: alcohol and liquor sales, club, massage parlors, tobacco, and smoke and vape shops.

Subchapter C-3 of Chapter 43 of the Texas Local Government Code (LGC) provides for the process of annexation of an area upon the request of an owner of land. Section 43.0672 of the LGC requires a municipality that elects to annex an area upon the request of an owner 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 will be provided through the City of Fort Worth. 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 to be similar to the level of service contemplated or projected in the area. Emergency medical services will be provided by the City's Fire Department and MedStar or other entities engaged by the City. The City's Police Department will provide protection and law enforcement services. The City will also provide operation and maintenance of water and wastewater facilities; roads and streets, including road and street lighting; and of any other publicly owned facility, building, or service in the annexed area.

The proposed uses were considered while assessing the financial impact to the General Fund. A fiscal impact analysis was prepared by the Fort Worth Lab (FWLab) with the assistance of other City Departments. Due to the ability of the area to meet the City's criteria for full-purpose annexation as stated in Appendix F: Annexation Policy & Program of the 2023 Comprehensive Plan, staff recommends approval of the requested owner-initiated annexation, AX-25-001.

Section 43.0673 in Subchapter C-3 of Chapter 43 of the Texas Local Government Code (LGC), requires a municipality that elects to annex an area upon the request of an owner to provide notice of public hearings on the proposed annexation. Notice was posted on the City of Fort Worth Annexation webpage on Wednesday, April 16, 2025, and was published in the Fort Worth Star-Telegram on Friday, May 2, 2025. Additional notices were sent via certified mail to public entities to include: Tarrant Appraisal Districts, Tarrant County Fire Department, Marshal's Office, Tarrant County Administrator, Crowley Independent School District and public utilities.

The City Council will conduct a public hearing on the proposed annexation. The public hearing is an opportunity for persons interested in the annexation to be heard. Once the City Council has conducted the required public hearing, the Council may close the hearing and vote on the annexation request for full purposes.

If annexed, this property will become part of COUNCIL DISTRICT 6.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that based upon 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:	Jesica McEachern	5804
Originating Business Unit Head:	D.J. Harrell	8032
Additional Information Contact:		

Expedited