

AN ORDINANCE OF THE CITY OF ROCKDALE, TEXAS

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF ROCKDALE, TEXAS ANNEXING 101.246000 ACRES OF LAND, MORE OR LESS, LOCATED IN MILAM COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF ROCKDALE, TEXAS, AT THE REQUEST OF THE OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Rockdale, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the OWNER of the property has made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit A.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Rockdale, said property being described in greater detail in Exhibit B attached hereto and incorporated by reference herein:

A0740 ARNETT, T.S.,101.246 ACRES

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit A.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as Exhibit A, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Rockdale.

SECTION 6. That the Annexed Property has been requested to be zoned “Industrial District – I” as provided in the City Zoning Ordinance, as amended, as permanent zoning and pursuant to such request, the City will complete such hearings and zoning process which will result in permanent zoning being Industrial District - I.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 12 day of January, 2026.

FINALLY PASSED AND APPROVED on this day of January, 2026.

ATTEST:

CITY OF ROCKDALE, TEXAS

Shanna Johndson, City Secretary

Ward Roddam, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ROCKDALE, TEXAS

This Agreement is entered into by and between the City of Rockdale, Texas, a municipal corporation (hereinafter, the "City"), and Rockdale Municipal Development District (hereinafter, the "Owner"). The City and the Owner may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Owner the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an Ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date an Ordinance is approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that exist and are offered by the City are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, and community services.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the Volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area. The process to rezone the Subject Property upon request of the landowner has been undertaken with notices of rezoning having been started and, subject to successful annexation, will be completed at or shortly after annexation, with the understanding that the Owner has requested Industrial. The Planning & Zoning Commission and the City Council are in the process of considering the rezoning the Subject Property in response to request of the Landowners. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City

ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service has NOT been provided to the Subject Property, or applicable portions thereof. While a nearby utility may claim that it holds a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, no such services have been provided to the Subject Property and are not presently being provided to the Subject Property. The Subject Property’s owner desires to be served by and connected to the City’s water utility system; the Subject Property’s owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated and/or zoned customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s owner requests and is able to connect to the City’s water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines, if any, as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’s owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater

system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way constructed in accordance with the criteria established by the City in its ordinances for use as public streets as appropriate, and accepted by the City, as follows:

(i) Provide maintenance services on existing public streets within the Subject Property, if any exist, and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City on current public streets.

D. The City will maintain dedicated and accepted public streets within the Subject Property, and following acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Milam County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the _____ day of _____, 20____.

ATTEST:

THE CITY OF ROCKDALE, TEXAS

Shanna Johnson, City Secretary

Tim Kelty, City Manager

OWNER:

BY: _____

_____, **President of Rockdale Municipal Development District**

Date: _____

STATE OF TEXAS §
§
COUNTY OF MILAM §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, President of the Rockdale Municipal Development District, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of January 12, 2026.

(SEAL)

Notary Public - State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

Exhibit B

PROPERTY DESCRIPTION

EXHIBIT "A"



In Re: 101.246 Acres
All of the residue of a called 160 Acre tract
Timothy S. Arnett Survey
Abstract No. 74
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Timothy S. Arnett Survey, Abstract No. 74, being all the residue of a called 160 Acre tract conveyed from Lewis L. Bradley, Jr. to Lewis L. Bradley, Jr., Living Trust by deed dated August 10, 1999 recorded in Volume 803 Page 531 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found axle on the east Right-of-Way line of Farm-to-Market Highway 908, at the northwest corner of a called 2.0 Acre tract conveyed to Dieckman One LLC in Document No. 2021-35, for the southwest corner of this tract;

THENCE along the said east Right-of-Way line of Farm-to-Market Highway 908 for the following courses and distances:

Along an arc of a curve to the right with an arc length of 252.61', a radius of 2793.00', a chord bearing of N 69°05'49" W, and a chord length of 252.52' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" for an exterior ell corner of this tract;

N 66°31'30" W - 697.32' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" for an exterior ell corner of this tract;

Along an arc of a curve to the right with an arc length of 549.73', a radius of 1110.38', a chord bearing of N 52°14'35" W, and a chord length of 544.13' to a found concrete monument, for an exterior ell corner of this tract;

N 37°45'12" W - 850.07' to a found concrete monument, for an interior ell-corner of this tract;

Along an arc of a curve to the left with an arc length of 468.83', a radius of 2695.84', a chord bearing of N 43°48'37" W, and a chord length of 468.24' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the southwest corner of a called 0.46 Acre tract conveyed to Oncor Electric Delivery Company in Volume 873, Page 338, for the most southerly northwest corner of this tract, from which a found Aluminum Disk "TXDOT R.O.W." for reference bears N 68°33'23" E - 30.91';

THENCE along the south and east lines, respectively, of the said 0.46 Acre tract for the following courses and distances:

N 68°33'23" E - 195.54' to a found 5/8" iron pipe at the southeast corner of the said 0.46 Acre tract, for an interior ell corner of this tract;

N 47°47'57" W - 116.46' to a found 5/8" iron pipe on the south line of a called 10.904 Acre tract conveyed to Casey M. Rutherford in Volume 1338, Page 367, at the northeast corner of the said 0.46 Acre tract, for the northerly northwest corner of this tract;

THENCE N 68°53'34" E - 2,124.84' along the south lines of said 10.904 Acre tract and a called 18.916 Acre tract conveyed to Janet Parsley in Volume 1140, Page 181, respectively, to a found 3/8" iron rod on the west line of a called 67-1/5 Acre tract conveyed to William C. Raymond in Volume 476, Page 175, at the southeast corner of the said 18.916 Acre tract, for the northeast corner of this tract

THENCE S 21°54'34" E - 2,464.22' along the west lines of the said 67-1/5 Acre tract and a called 50-1/3 Acre tract conveyed to Bill Foster in Volume 1240, Page 533, respectively, to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the north line of the residue of a called

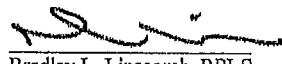
154.52 Acre tract—Tract Three conveyed to Bill Foster in Volume 823, Page 179, for the southeast corner of this tract;

THE NCE S 68°08'57" W - 912.77' along the north lines of the said residue of the 154.52 Acre tract and the said 2.0 Acre tract, respectively, to the POINT OF BEGINNING containing within these metes and bounds 101.246 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 30th day of July 2025.


Bradley L. Lipscomb, RPLS

