

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A MUNICIPAL SERVICES AGREEMENT, PURSUANT TO TEX. LOC. GOVT. CODE SEC. 43.0672, BETWEEN THE CITY OF DENTON AND JAY EDWIN WEST FOR THE PROVISION OF CITY SERVICES TO APPROXIMATELY 3.27 ACRES OF LAND, GENERALLY LOCATED ON THE NORTH SIDE OF GANZER ROAD, APPROXIMATELY 2,497 FEET NORTH AND EAST OF CHINN ROAD; APPROVING A SCHEDULE OF ANNEXATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (A26-0005)

WHEREAS, Jay Edwin West (hereafter referred to as “Owner”), owns approximately 3.27 acres of land in Denton County, Texas as described in Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, the Owner had a non-annexation agreement, ordinance 2016-120, which expired on August 1, 2020 and said non-annexation agreement provides that upon expiration of the agreement, the Property will be annexed; and

WHEREAS, pursuant to Council direction, City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and July 2, 2026, to offer a new annexation agreement, but the Owner has not responded; and

WHEREAS, by operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of the Property; and

WHEREAS, the City of Denton must first negotiate a written Municipal Services Agreement with the Owner of the real property subject to a petition for voluntary annexation, pursuant to Tex. Loc. Govt. Code Sec. 43.0672, that contains (1) the services that the City of Denton will provide on the effective date of the annexation and (2) a schedule that includes the period within which the City of Denton will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the City of Denton and the Owner, by operation of the expired non-annexation agreement, have come to an agreement about the provision of full services to the Property following the annexation of the Property; and

WHEREAS, the City Council of the City of Denton finds it to be in the best interest of the citizens of Denton to enter into a Municipal Services Agreement with the Owner; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The Municipal Services Agreement (“Agreement”), made in accordance with applicable provisions of state law pertaining to annexation, is approved and attached hereto as **Exhibit B** and is made a part hereof for all intents and purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City of Denton under the Agreement.

SECTION 4. The schedule of annexation attached hereto as **Exhibit C** is approved and adopted for this annexation.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. This Ordinance shall be effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Chris Watts, Mayor:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Georgie Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this, the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Heary McMahon

EXHIBIT A
LEGAL DESCRIPTION

Being 3.5 acre tract of land, more or less, situated in the John Stewart Survey, Abstract No. 1150, Denton County, Texas, more fully described that General Warranty Deed dated September 30, 2019, from James Neal West, Independent Executor of the Estate of Edna Marlene West, Deceased to Jay Edwin West, filed for record on September 30, 2019, and recorded in Instrument No. 2019-123375, of the real property records of Denton County, Texas; SAVE AND EXCEPT that portion lying within the existing City of Denton limits, leaving a called 3.27 acre tract, commonly known as DCAD Property ID 37479.

EXHIBIT B
MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT

This Municipal Service Agreement ("Agreement") is entered into this 18th day of August 2026, by and between the City of Denton, a Texas home-rule municipality ("City"), and the property owner, Jay Edwin West (hereafter referred to as "Owner").

RECITALS:

WHEREAS, Section 43.0671 of the TLGC 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;

WHEREAS, the Owner owns the tract of land, totaling approximately 3.27 acres of land located in the City's extraterritorial jurisdiction, as described in Exhibit A and depicted in Exhibit B, incorporated herein by reference ("the Property"); and

WHEREAS, the Owner had a non-annexation agreement, ordinance 2016-120, which expired on August 1, 2020; and said non-annexation agreement provides that upon expiration of the agreement, the Property will be annexed; and

WHEREAS, pursuant to Council direction, City corresponded with the Owner on multiple occasions, including April 23, 2024, June 13, 2024, and July 2, 2026, to offer a new annexation agreement, but the Owner has not responded; and

WHEREAS, by operation of the expired non-annexation agreement, the Owner has filed a written petition with the City for voluntary annexation of the Property, identified as Annexation Case No. A26-0005 ("Annexation Case"); and

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

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Denton City Council.

NOW THEREFORE, in consideration of 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.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services available by any method or means by which the City makes such municipal services available to any other area of the City, including per the City's infrastructure extension policies, ordinances, and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

A. Police

Police protection from City's Police Department shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas with similar topography, land use, and population density, on the effective date of the ordinance. Some of these services include:

1. Normal patrols and responses;
2. Handling of complaints and incident reports;
3. Special units, such as traffic enforcement, investigations and special weapons; and
4. Coordination with other public safety support agencies.

As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with other areas in the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, police protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

B. Fire Protection

The Denton Fire Department (DFD) will provide emergency and fire prevention services to the Property. These services include:

1. Fire suppression and rescue;
2. Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
3. Hazardous materials response and mitigation;
4. Emergency prevention and public education efforts;
5. Technical rescue response; and
6. Construction Plan Review and required inspections.

Fire protection from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences in the Property, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas having similar characteristics of topography, land use, and population density. It is anticipated that fire stations planned to serve areas currently within the City of Denton will be sufficient to serve the Property.

Upon ultimate development, fire protection will be provided at a level consistent with other areas within the city limits having similar characteristics of topography, land use, and population density.

C. Emergency Medical Service

The Denton Fire Department (DFD) will provide the following emergency and safety services to the Property. These services include:

1. Emergency medical dispatch and pre-arrival First Aid instructions;
2. Pre-hospital emergency Advanced Life Support (ALS) response; and transport;
3. Medical rescue services.

Emergency Medical Services (EMS) from the City of Denton shall be provided to the Property at a level consistent with current methods and procedures presently provided to areas of the City of Denton having similar characteristics of topography, land use, and population density, on the effective date of the ordinance.

As development commences on the Property, sufficient EMS, including personnel and equipment will be provided to furnish these areas with the level of services consistent with other areas of the City having similar characteristics of topography, land use, and population density.

Upon ultimate development, EMS will be provided at a level consistent with other within the city limits having similar characteristics of topography, land use, and population density.

D. Solid Waste

The City of Denton is the sole provider and hauler for solid waste collection and disposal services within the city limits, including but not limited to, preconstruction activities, construction activities, and ultimately residential, multi-family, or commercial activities, and recycling services. Solid waste and recycling collection services will be provided to the Property immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to areas within the city having similar characteristics of topography, land use, and population density. Customers

receiving their existing services from private solid waste collection service providers operating on the Property immediately prior to annexation may continue to utilize their existing service for up to 2 years in accordance with Texas Local Government Code. Should that private service end prior to the expiration of the two (2) year term, the customer must initiate solid waste and recycling services with the City of Denton, pursuant to Chapter 24 of the Code of Ordinances.

E. Wastewater Facilities

The Property is located within the City of Denton Sewer Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 20072, as issued by the Public Utility Commission (PUC).

Connections to existing City of Denton wastewater distribution mains for wastewater service will be provided in accordance with the Denton Development Code, associated Water/Wastewater Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, wastewater service will be provided at rates established by city ordinance. Owner will provide all on-site public utility easements by plat or on a form acceptable to the City, and at no additional cost to the City, that are necessary to protect, install, safely operate and maintain the wastewater infrastructure, on a form acceptable to the City, and at no cost to the City.

As development commences on the Property, sanitary sewer mains will be extended in accordance with the provisions of the Denton Development Code, Water/Wastewater Criteria Manual, ordinances and regulations. If required, City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with other areas having similar characteristics of topography, land use, and population density. The sanitary sewer infrastructure shall be compatible and consistent with the City's wastewater master plan.

Upon annexation, sanitary sewer mains and lift stations which are located within dedicated utility easements, public rights-of-way, or any other acceptable locations approved by the Director of Water Utilities, shall be maintained by the City on the effective date of this ordinance, if installed or improved to City standards within the annexed areas.

Operation and maintenance of wastewater facilities and infrastructure lying within the service area of another water utility will be the responsibility of that utility. Similarly, operation and maintenance of private wastewater facilities will be maintained to City standards at the expense of the private property owner.

F. Water Facilities

The Property is located within the City of Denton Water Service Area as defined by Certificate of Convenience and Necessity (CCN) Number 10195 as issued by the Public Utility Commission (PUC).

Connections to existing City of Denton water distribution mains for water service will be provided in accordance with the Denton Development Code, associated Water/Waste

Water Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

Connections to existing City of Denton water distribution mains for water service will be provided in accordance with the Denton Development Code, associated Water/Waste Water Criteria Manual, and existing City ordinances and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance.

As new development occurs within the Property, cost participation for extensions of water distribution mains - if required - shall be in accordance with the Denton Development Code, Water/Wastewater Criteria Manual, and with existing City ordinances and policies. Water service capacity shall be provided consistent with service to areas of the City having similar characteristics of topography, land use and population density. The water infrastructure shall be compatible and consistent with the City's water master plan.

Operation and maintenance of water facilities and infrastructure that lie within the service area of another water utility will be the responsibility of that utility.

Existing developments, businesses or homes that are on individual water wells or private water systems will be allowed to remain on those systems until a request for water service is made to the City. These requests for service will be handled in accordance with the applicable utility service line extension and connection policies currently in place at the time the request for service is received. Owner will provide all on-site public utility easements that are necessary to protect, install, safely operate and maintain the water infrastructure, on a form acceptable to the City, and at no cost to the City.

G. Roads and Streets

Emergency street maintenance, defined as repairs necessary to prevent imminent damage or injury to the health or safety of the public or any person, as determined by the Director of Public Works, shall be provided within the Property upon the effective date of the annexation ordinance. Routine maintenance will be provided within the Property and will be scheduled as part of the City's annual program, in accordance with the current policies and procedures defined by ordinance, or otherwise established by the City Council.

Any construction or reconstruction will be considered within the Property on a Citywide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council.

Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs, in conformance with fiscal allotments by the City Council. If an existing sign remains, it will be reviewed and placed on the City's inventory listing for routine replacement, based upon an engineering study. New signs will be installed when necessary, based upon an engineering study.

Routine maintenance of road/street markings will be evaluated and scheduled within the yearly budgetary allotments by the City Council.

H. Drainage

Connections to existing City of Denton drainage facilities will be provided in accordance with the Denton Development Code, associated Design Criteria Manual, and with existing City ordinances and policies, but only to the extent existing on-site drainage facilities are not compliant with the Denton Development Code. Drainage fees will be assessed at the rates established by city ordinance and will be charged on the utility bill after annexation. All runoff, whether directly tied into the system or not, impacts the system and will be charged.

As new development occurs within the Property, drainage facilities will be extended or improved by the developer as required to remain compliant with the Denton Development Code. Any cost participation shall be in accordance with the Denton Development Code, Design Criteria Manual, and with existing City ordinances and policies. Drainage facilities extended by the City will have to be a Capital Improvement Project (CIP) project and bonds will need to be sold. Drainage capacity shall be provided consistent with other areas of the City having similar characteristics of topography, land use and population density.

Existing developments, businesses or homes that are on existing drainage systems will be allowed to continue to remain on these systems until a request for drainage facilities is made to the City. Any requests for City improvements to existing drainage facilities will be handled in accordance with the applicable extension and connection policies currently in place at the time the request for improved drainage facilities is received by the City. Owner will provide all on-site public utility easements that are necessary to protect, install, safely operate and maintain the drainage infrastructure, on a form acceptable to the City, and at no cost to the City. These will be ranked in the CIP project matrix, in accordance with the City Drainage Plan.

I. Parks, Playgrounds, Swimming Pools

Residents of the Property may utilize all existing park and recreation facilities as a resident of the effective date of this ordinance. The park dedication and development ordinance shall apply to the Property for residential development.

In addition, park and recreation facilities shall be constructed based on park policies defined in the Parks, Recreation and Trails System Master Plan and other existing City ordinances and policies.

J. Publicly Owned Facilities. Any publicly owned facility, building, or service located within the Property, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Denton on the effective date of the annexation ordinance.

K. Permitting and Inspections. Permitting and Inspections shall be obtained through the City of Denton, as outlined in the Code of Ordinances.

- L. **Other Services.** Other services that may be provided by the City of Denton, such as municipal and general administration, will be made available as of the effective date of the annexation. The City of Denton shall provide 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 of Denton having similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.
4. **UNIFORM LEVEL OF SERVICES IS NOT REQUIRED**
Nothing in this Agreement shall require City to provide a uniform level of full municipal services to each area of the City, including the Property, if different characteristics of topography, land use, and population density justify different levels of service.
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. **EFFECTIVE DATE; TERM**
The effective date of this Agreement is the date of the annexation of the Property. This Agreement shall be valid for a term of ten (10) years from the Effective Date.
7. **VENUE AND GOVERNING LAW**
Venue shall be in the state courts located in Denton County, Texas or the United States District Court for the Eastern District of Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.
8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.
9. **SEVERABILITY**
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **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.

11. 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.

12. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of how the Property is developed.

13. ENTIRE AGREEMENT; AMENDMENT.

This Agreement constitutes the complete agreement of the parties to this Agreement and supersedes all prior written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

The parties have executed this Agreement on the date first above written.

OWNER

CITY OF DENTON, TEXAS

By: Jay Edwin West

By: _____
City Manager, Deputy City Manager, or
Assistant City Manager

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.

Signature

Title

Department

Date Signed: _____

APPROVED AS TO LEGAL FORM:

Mack Reinwand, City Attorney

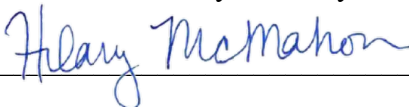
By:  _____

EXHIBIT A
LEGAL DESCRIPTION

Being 3.5 acre tract of land, more or less, situated in the John Stewart Survey, Abstract No. 1150, Denton County, Texas, more fully described that General Warranty Deed dated September 30, 2019, from James Neal West, Independent Executor of the Estate of Edna Marlene West, Deceased to Jay Edwin West, filed for record on September 30, 2019, and recorded in Instrument No. 2019-123375, of the real property records of Denton County, Texas; SAVE AND EXCEPT that portion lying within the existing City of Denton limits, leaving a called 3.27 acre tract, commonly known as DCAD Property ID 37479.

**EXHIBIT B
LOCATION MAP**

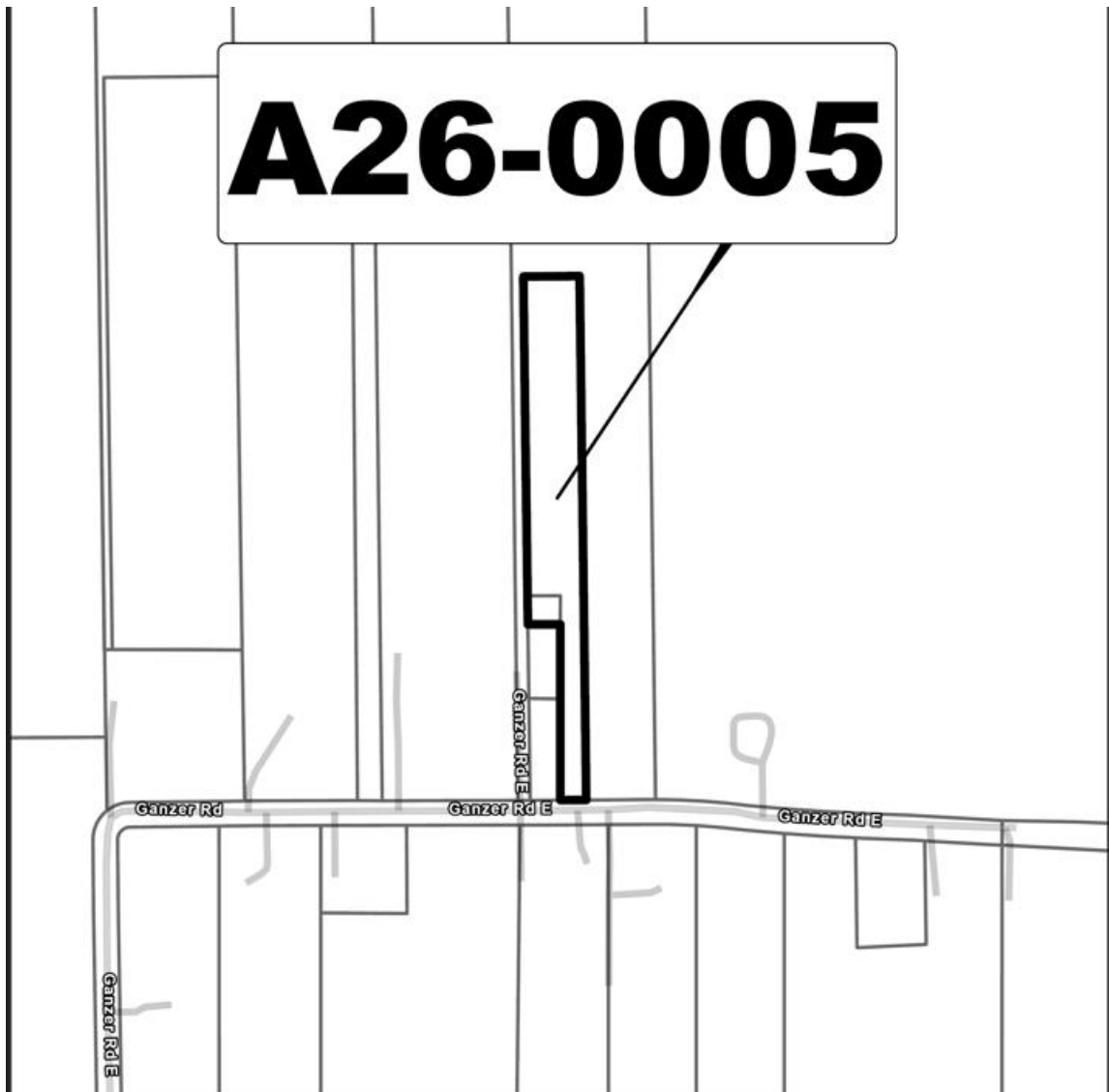


EXHIBIT C ANNEXATION SCHEDULE

Annexation

- 07/02/2026** **Petition for Annexation submitted**
- 08/02/2026** Deadline to submit notice to Denton Record Chronicle and City Website for publication before the 16th day before the public hearing on August 18, 2026 (*published on Sunday, August 2, 2026*)
- 08/12/2026** Deadline to submit backup for posting of City Council Agenda for Meeting on August 18, 2026
- 08/18/2026** Annexation **Municipal Service Agreement** – IC (*Required prior to annexation per 43.0672*),
Annexation **Service Plan** - IC
Annexation **Public Hearing** – PH (*Only one public hearing is required per 43.0673*),
AND
First Reading of annexation ordinance – IC (*per City Charter*)
- 08/22/2026** Publish Ordinance in the newspaper (*Charter Sec. 1.03; cannot be acted on for 30 days*)
- 10/13/2026** CC by 4/5ths vote takes final action – IC (*Regular meeting*)
Second Reading of annexation ordinance.
Adoption of annexation ordinance (*30 days+ post publication per Charter Sec. 1.03*)

Post-Annexation Adoption Procedures:

1. Notification to Comptroller
2. Notification to DOJ
3. File certified copy of ordinances with the Denton County Clerk
4. File certified copy of ordinances with the Denton CAD
5. Revise City Map
6. Notify Utilities (Customer Service) utilitybilling@cityofdenton.com