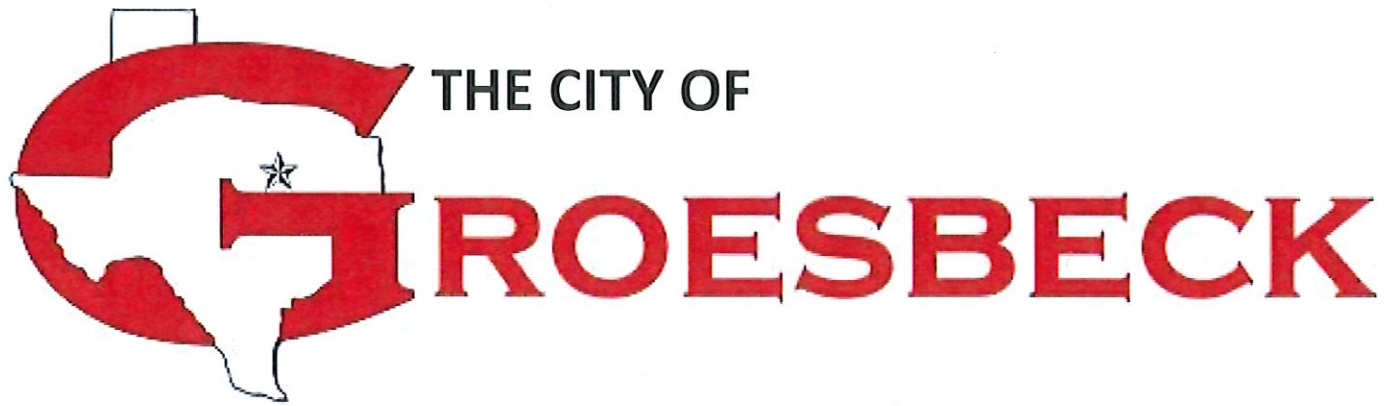




CITY COUNCIL MEETING



JULY 21, 2026

NOTICE OF CITY COUNCIL Meeting

THE STATE OF TEXAS §
COUNTY OF LIMESTONE §

TO ALL PERSONS INTERESTED:

NOTICE IS HEREBY GIVEN in accordance with V.T.C.A. Government Code, Chapter 551, that the City Council of the City of Groesbeck, Texas, will meet in a Regular Session to be held at 6:00 p.m., Tuesday, the 21st day of July 2026 at the City Council Chambers at 317 W. Navasota Street, the following subjects to be considered:

**AGENDA
REGULAR SESSION**

1. Invocation
2. Pledge to the United States and Texas Flags
3. Call to Order
4. Proof of Posting of Notice of Meeting – *City Secretary*
5. Verification of Quorum
6. Citizen's Comments
(The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comments Form "and present it to the City Secretary prior to the meeting.)
7. Consent Agenda
(Items placed on the consent Agenda are considered routine in nature and are considered noncontroversial. The consent Agenda can be acted upon in one motion. A majority vote of the Council is required to remove any item for discussion and separate action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

Approval of Minutes

Regular Session, June 16, 2026

8. Consider Approval of Resolution No. 26-R-05, Authorizing the Issuance of City Warrant for Fire Truck Payment
9. Consider Approval of "National Night Out "Proclamation

10. Consider Approval of EDC Performance Agreement with Pinnacle Properties for Commercial Real Estate Improvements and New Business Acquisition
11. Consider Approval of Bank Depository Contract Extension
12. Conduct Public Hearing for Requested Annexation
13. Consider Approval of Municipal Services Agreement
14. Consider Approval of Ordinance No. 26-O-01 for Voluntary Annexation of Approximately 0.366 acres at 610 Faulkenberry Road and any Directly Abutting Faulkenberry Road Right-of-Way Not Already within the City Limits
15. Council and City Administrator Comments Relating to Items of Public Interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, informational update on city projects, awards, acknowledgement of meeting attendees, birthdays, request of the city administrator for items to be placed on upcoming agendas and condolences
16. Adjournment

The City Council of the City of Groesbeck reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above that are eligible to be discussed in executive session, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), and 551.074 (Personnel Matters).

I, Brenda Jackson, hereby certify that the above agenda is publicly posted at 5:30 p.m. on this the 15th day of July, 2026.



Brenda Jackson
City Secretary

THIS MEETING IS ACCESSIBLE TO THE DISABLED. IF YOU NEED AN INTERPRETER OR SPECIAL ASISTANCE, CALL 254.729.3293 Ext 3 AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING

MINUTES FOR THE 16th DAY OF JUNE, 2026

BE IT REMEMBERED THAT on Tuesday, June 16, 2026 the Groesbeck City Council met in Regular Session at 6:00 p.m. at the Groesbeck Council Chambers with the Honorable Mayor Matthew Dawley presiding and with Warren Anglin, Pamela Gonner, Tamikia Jackson, being present and with Marcus McGruder and Kim Harris being absent. Staff members present were Chris Henson, Brenda Jackson, Keith Tilley, T. K. Presley, Shiron Biehunko and Josh Bell. A list of visitors is attached to the agenda on file.

Council Member Warren Anglin gave the invocation and the pledge to the United States and Texas Flag was repeated in unity.

Mayor Matthew Dawley called the meeting to order at 6:00 p.m. proper posting of the notice of the meeting was verified and a quorum of members was present.

6. Citizen's Comments:

There were no citizen's comments.

7. Consent Agenda

(Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion.)

- a. Approval of Minutes: Special Session May 12, 2026
 Regular Session May 19, 2026

A motion was made by Warren Anglin and seconded by Pam Gonner to approve the consent agenda. Motion carried unanimously.

8. Consider Approval to Appoint Council Members to Serve on EDC Board

A motion was made by Warren Anglin and seconded by Pam Gonner to reappoint Tamikia Jackson and Marcus McGruder. Motion carried unanimously.

9. Consider Approval of the Relocation of the Groesbeck Police Department and Municipal Court to 301 Longbotham Drive, the Relocation of City Animal Shelter to 901 West Yeagua Street and Authorize City Staff to Take all Necessary Action Related to the Relocations

A motion was made by Tamikia Jackson and seconded by Warren Anglin. Motion carried.

10. Council and City Administrator Comments Relating to Items of Public Interest:None

11. Adjournment

A motion was made by Warren Anglin and seconded by Pam Gonner. There being no further business, the meeting was adjourned at 6:03 p.m.

MINUTES FOR THE 16th DAY OF JUNE, 2026 CON'T

APPROVED:
CITY OF GROESBECK

BY: _____
Matthew Dawley
Mayor

ATTEST:

Brenda Jackson
City Secretary

Agenda Item Summary Sheet

Item No: 8

Meeting Date: July 21, 2026

- 8. Consider Approval of Resolution No. 26-R-05, Authorizing the Issuance of City Warrant for Fire Truck Payment**

RESOLUTION NO. 26-R-05

WHEREAS, the City Council of the City of Groesbeck, Texas, met in a Regular Session, this 21st day of July, 2026, and

WHEREAS, it was brought to the attention of this body that funds for payment of obligations on the purchase of a 2016 Spartan fire truck for the Fire Department are needed to make payment of these obligations, and

WHEREAS, it appearing necessary to this body that arrangements be made for funds to be used in payment of these obligations,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROESBECK, TEXAS, that the Mayor and City Secretary be authorized to issue to the Farmers State Bank, Groesbeck, Texas, a City of Groesbeck Warrant in the principal amount of not more than \$162,611.74 said Warrant to bear simple interest at the beginning rate not to exceed seven & one-quarter percent per (6.5%) per annum for a period of twelve (12) months, to be due on or before the 22nd day of July, 2026. An Annual payment of principal and interest based upon a fifteen (15) year amortization of the original loan amount will be due on or before the 18th day of July, 2026.

PASSED AND APPROVED this 21st of July, 2026.

CITY OF GROESBECK

By: _____
Matthew D Dawley
Mayor

ATTEST:

Brenda Jackson
City Secretary

Warrant

Agenda Item Summary Sheet

Item No: 9

Meeting Date: July 21, 2026

- 9. Consider Approval of “Nation Night Out” Proclamation**



GROESBECK POLICE DEPARTMENT

903 West Yeagua Street Groesbeck, Texas 76642
254.729.3497 Office 254.729.8393 Fax

Proclamation

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 4, 2026, entitled "National Night Out"; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Groesbeck to join over 38 million neighbors across 17 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Groesbeck assist the local law enforcement agency through joint community-building efforts and support National Night Out 2026; and

WHEREAS, it is essential that all neighbors of Groesbeck come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE WE, do hereby call upon all neighbors of Groesbeck to join the Groesbeck Police Department and National Association of Town Watch in support for National Night Out on Tuesday, August 4, 2026

FURTHER, LET IT BE RESOLVED THAT WE, do hereby proclaim Tuesday, August 4, 2026, as "National Night Out" in Groesbeck, Texas.

Mayor Matthew Dawley

Agenda Item Summary Sheet

Item No: 10

Meeting Date: July 21, 2026

- 10. Consider Approval of EDC Performance Agreement with Pinnacle Properties for Commercial Real Estate Improvements and New Business Acquisition**

Retail Center Performance Agreement

Securing a national auto parts retailer at Groesbeck's highest-traffic commercial site through a 5-year performance agreement and a 10-year lease

8-10 NEW JOBS CREATED	\$2-3M ANNUAL TENANT SALES	Top 10-15 PROJECTED SALES TAX RANK	10 Yrs TENANT LEASE TERM	\$100,930 EDC REIMBURSEMENT OVER 5-YR AGREEMENT
---------------------------------	--------------------------------------	--	------------------------------------	---

Pinnacle's Investment — \$284,000 Total

Fully funded by Pinnacle to secure the tenant and renew the property

Interior Demo & Rebuild Required to sign the new tenant \$97,000	Roof Replacement New tenant space + existing tenant repairs \$117,000	Parking Lot Improvements Full site resurfacing \$70,000
--	---	---

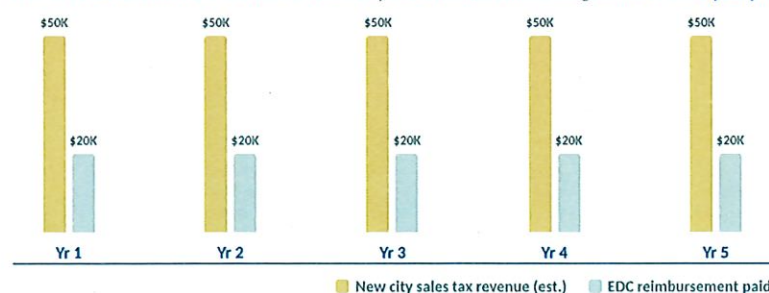
TOTAL LANDLORD INVESTMENT

Demo, roof, and parking lot — funded entirely by Pinnacle

\$284,000

The City Recovers More Than It Pays — Every Year

New sales tax revenue from this tenant vs. the city's EDC reimbursement obligation over the 5-year performance agreement



+\$149,070

net gain to the city over the 5-year reimbursement period

After the 5-year agreement ends, 5 more years of tenant tax revenue remain on the lease — with zero further reimbursement owed.

Revenue estimate based on \$2M-\$3M in annual tenant sales at the city's 2% local sales tax share (midpoint shown); actual collections will vary. The \$100,930 EDC reimbursement is paid in five equal annual installments over the life of the 5-year agreement.

WHY THIS SITE MATTERS

Most-Visited Site in Groesbeck

This center draws more traffic than any other commercial property in the city.

15% of Citywide Sales Tax

Tenants at this site contributed just over \$200,000 — about 15% — of the city's \$1.3M in total sales tax revenue last year.

PERFORMANCE AGREEMENT AND RESOLUTION

This Performance Agreement (the "Agreement") is entered into by and between Pinfin Properties, L.P., a Texas Limited Partnership and Pinnacle Property Company, Inc. as authorized agent (hereinafter referred to as the "Business"), and Groesbeck Economic Development Corporation, a Type B Corporation under the Texas Development Corporation Act, (hereinafter referred to as the "GEDC"), who hereby agree as follows:

WITNESSETH:

WHEREAS, the GEDC seeks to assist in the retention and expansion of local business and to maintain existing jobs within the City of Groesbeck; and

WHEREAS, among other things, the GEDC works to generate economic activity within the City of Groesbeck by creating new and expanded job opportunities and by bringing new businesses to the City of Groesbeck. The GEDC and local businesses work together to create and expand job opportunities, thereby fostering economic expansion within the City of Groesbeck. The GEDC has determined that assisting the Business will have a positive effect on the expansion, growth or retention of businesses in Groesbeck and will stimulate and support economic development in the local geographic area; and

WHEREAS, the Business has agreed to provide capital investment in the amount of at least \$284,000.00 in the form of remodel and updating of an existing strip center and parking area located at 503 E. Yeagua Dr., Groesbeck, Texas 76642, also known as Limestone Square Shopping Center, hereinafter referred to as the Project, which is more fully described in **Attachment "A"** attached hereto and incorporated by reference.

WHEREAS, the Board of Directors of the GEDC has found that the Project will assist in the creation or retention of a business enterprise which will create or retain jobs, encourage and promote the development of businesses in the area that will create or retain jobs, improve the community, and serve as an important step in the GEDC's goal, together with the City, of maintaining and growing businesses in the area; and

WHEREAS, the Business has applied for and been approved for assistance under the GEDC's Branded Tenant Investment Reimbursement Program; and

WHEREAS, the Board of Directors of the GEDC finds that the Project qualifies for development assistance through the GEDC; and

NOW, THEREFORE, the parties agree and it is hereby resolved as follows:

1. **Description of the Project.** In consideration of the promise of development assistance from the GEDC, the Business agrees that it will reroof the structure, remodel the interior, and improve the paving surface at the Limestone Square Shopping Center, located at 503 E. Yeagua Dr., Groesbeck, Texas, 76642 and that such improvements shall consist of, at a minimum, the improvements set forth in the Grant Application, which is attached hereto and incorporated herein by reference in **Attachment "A."** All project costs are to be funded by the Business, and development assistance from the GEDC is structured as reimbursement.
2. The Business agrees to open and shall thereafter remain continuously open to the public for business during normal retail hours and all business days customary for similar businesses or industries in the geographic area, for a period of 60 months following funding by the GEDC under this Agreement. The Business shall retain and maintain its current ownership throughout the term of this agreement. The Business shall not assign any right of reimbursement under this agreement without the written consent of GEDC. The Business shall remain current on all ad valorem property taxes, permit fees, and all applicable municipal, state or federal codes, rules or regulations throughout the term of this Agreement. A failure to comply with these requirements that is not remedied within 90 days of notice of default shall be a basis for suspension or denial of incentive payments hereunder.
3. The Business agrees that throughout this 60 month term, it will use its best efforts to obtain and maintain a suitable mix of commercial tenants within the shopping center, which tenant mix shall specifically include, but is not limited to, a national auto parts retailer new to the Groesbeck market, which auto parts retailer has executed a ten year lease agreement with the Business. A copy this lease agreement has been provided to GEDC as part of the consideration for this Agreement. The Business shall notify GEDC within 30 days of any material change in ownership, management, or operational status of the property, and shall provide copies of any amendment or modification of the terms of lease agreements with any and all anchor tenants.
4. The cost of remodeling the existing structure to accommodate the needs of the retail auto parts tenant is anticipated to be in the sum of at least \$127,000.00 and the cost of roof repair, parking lot repair and seal coating is anticipated to

be in the sum of at least \$187,000.00. As a condition precedent to release of funding by GEDC 12 months following the Effective date of this Agreement, the Business shall:

- 1) provide pre-construction photographs of all areas to be remodeled or improved (interior, roof, parking lot);
 - 2) provide copies of all contractor estimates or bids;
 - 3) provide copies of paid invoices or contractor payment confirmation together with all draw requests, for all items repaired or remodeled in accordance with Attachment "A;"
 - 4) provide post-construction photo documentation of all work performed in the interior spaces, roof and parking lot; and
 - 5) provide a copy of the certificate of occupancy or equivalent municipal regulatory approval for occupancy.
5. The Business further agrees to maintain its premises in good repair, normal wear and tear excepted, and to operate in compliance with federal law, and state and local codes throughout the term of this agreement.
6. Throughout the term of the agreement, the Business shall allow:
- 1) representatives of GEDC to conduct site visits upon reasonable written notice to the Business.
 - 2) auditing by GEDC and/or its agents of any and all invoices, payment records, correspondence, and documentation related to the Limestone Square Shopping Center upon ten (10) days written notice to the Business.
7. The GEDC shall have the right to suspend reimbursement payments in its sole discretion pending resolution of any default under this agreement, compliance concern, or documentation discrepancy. Any default that remains unresolved after 90 days shall result in suspension of reimbursement installment payments. The GEDC may, in its sole discretion, terminate this agreement upon 30 days' written notice of material breach. Failure of the GEDC to exercise any remedy in any instance shall not constitute a waiver of such relief.
8. **Support by GEDC.** The GEDC agrees to provide a maximum reimbursement of \$100,930.00, which sum will be subject to verification of the actual, approved cost incurred by the Business in making or causing to be made the improvements and expansion as shown on Attachment "A". The reimbursement installments are to be paid in five equal installments each year on the anniversary of the Effective Date, conditioned upon compliance with all terms and conditions of this agreement.

9. **Compliance and Default Options.** The Business hereby agrees to meet and remain in compliance with the terms set forth in Paragraphs 1 through 7 above throughout the term of this agreement. The Business hereby acknowledges that failure to achieve any of these objectives shall constitute a material default under the terms of this agreement, and the GEDC may, in its sole discretion, terminate this agreement with thirty (30) days notice to Business that a material breach has occurred. Notwithstanding this option to declare the agreement cancelled, at its sole discretion the GEDC may suspend any or all payments pending resolution of any compliance concern or documentation failure. Suspension or termination of payments shall eliminate any claim by Business to future unpaid reimbursement installments. Sale or transfer of the Business or any portion of the property known as Limestone Square Shopping Center without written approval of GEDC shall result in the forfeiture of any claim by Business to future unpaid reimbursement installments.
10. **Clawback Provisions.** In the event the Business ceases operations or abandons construction or maintenance of the improvements within the first 24 months of this agreement, GEDC shall be entitled to recover 50% of all such payment(s) made during that period. After month 24, in the event the Business ceases operations or abandons construction or maintenance of the improvements, GEDC shall be entitled to recovery of a portion of reimbursement installments that shall not exceed 50% of all such payments between month 24 and month 36. There is no recovery of vested reimbursement installments paid after month 36. If at any time the GEDC initiates legal action to recover any portion of reimbursement installments paid, GEDC shall recover all its costs and attorney's fees incurred in such action.
11. **Notice of Default.** Upon default by the Business of any of its obligations under this agreement, the GEDC shall give written notice of the default to the Business by U.S. mail or other reliable carrier. Such notice shall contain opportunity to cure such default within thirty (30) days of the date of mailing of the notice. Any waiver by the GEDC of prior default by the Business shall not constitute a waiver or consent to future default or non-performance by the Business, nor a waiver of rights or remedies available to the EDC under this agreement or under law.

12. **Jobs.** For purposes of this agreement, a "Job" shall mean a full-time job, consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Tenant. The Business is not directly responsible for employees. Business agrees to uphold obligations properly in contractual and good-faith effort to retain auto brand tenant over the course of this Agreement.
13. **Records.** The Business shall maintain full, accurate and verifiable records, supporting documents, and all other pertinent data for this Project to enable the verification of the requirements contained in this Agreement. All such financial records, supporting documents, and other pertinent records related to the Project shall be maintained for a period of at least 5 years from the date of contract execution. In the event any such records are audited, all such records shall be retained beyond the 5-year period until any and all audit findings have been resolved. The Business agrees to make available to the GEDC or its designated representatives, all of its records which relate to the Project and the maintenance of Jobs, and agrees to allow the GEDC or its designated representatives to audit, examine, and copy any and all data, documents, proceedings, records and notes of activity related in any way to the Project or such Job maintenance. Access to these records shall be allowed upon request at any time during normal business hours, and as often as the GEDC or its representatives may deem necessary.
14. **Representations and Warranties.** The Business hereby represents and warrants that:
- (a) It is duly organized and existing, and, if a corporation, a limited liability company or limited partnership is duly organized under the laws of the state of Texas.
 - (b) The execution and delivery of this agreement has been duly authorized by all necessary action, and not in contravention of law nor in contravention of any certificate of authority, bylaws, or other applicable organizational documents of such party, nor the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.
 - (c) There is no action, suit, proceeding, or investigation at law or in equity for any court, public board, or body pending, or to such party's

knowledge, threatened against or affecting it, that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this agreement, or the validity or enforceability of this agreement or such party's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the development of the Project or the creation of such Jobs, such party shall be liable to the GEDC for repayment of the entire amount reimbursed by GEDC under this agreement.

- (d) Such party shall at all times during this agreement preserve its legal existence, except that it may incorporate under the same or similar name, and will expressly undertake, assume for itself, and agree in writing to be bound by all of the obligations and undertakings of the Business as contained in this agreement. If the Business merges, consolidates, or sells its assets to another entity during the term of this agreement without board approval, that will automatically trigger the forfeiture of the entire amount of reimbursement paid to the Business by GEDC.
- (e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this agreement by such party or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. Such party shall provide the GEDC with evidence of the existence of any such necessary consents or approvals at the time of the execution of this agreement.

15. **Special Provisions and Conditions.**

- (a) **Governing Law and Venue.**
In any dispute arising under or related to this Agreement, venue of such action shall be in Limestone County, Texas, and this Agreement shall be construed and governed by the laws of the state of Texas.
- (b) **Nondiscrimination.** The Business agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- (c) **Compliance with Laws.** The Business shall at all times comply with all laws, ordinances, and regulations of the state, federal and local

governments which may in any manner affect the performance of the Agreement. The Business shall not knowingly or recklessly use undocumented workers in connection with the Business.

- (d) Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the GEDC: Groesbeck Economic Development Corporation
Attn: T. K. Presley, Executive Director
402 W. Navasota Street
Groesbeck, Texas 76642

If to the Business: Pinfen Properties, L.P.,
Attn: Pinnacle Property Company, Inc.
3721 S. Stonebridge Drive
Unit 1201
McKinney, Tx 75070

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

- (e) Execution. This agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
- (f) Construction. This agreement shall be construed and governed by the laws of the state of Texas.
- (g) Merger. The text herein shall constitute the entire Agreement between the parties, superseding any and all prior discussions and agreements.
- (h) Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or otherwise unenforceable,

the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the _____ day of _____, 2026.

Groesbeck Economic Development Corporation

By: _____
TK Presley
Title: Executive Director

Date: _____

Pinfin Properties, L.P., a Texas Limited Partnership

By: _____
Keith W. Finley
Title: President of Pinfin Management, Inc.
Its General Partner

Date: _____

Agenda Item Summary Sheet

Item No: 11

Meeting Date: July 21, 2026

11. Consider Approval of Bank Depository Contract Extension

Agenda Item Summary Sheet

Item No: 12

Meeting Date: July 21, 2026

12. Conduct Public Hearing for Requested Annexation

Agenda Item Summary Sheet

Item No: 13

Meeting Date: July 21, 2026

13. Consider Approval of Municipal Services Agreement

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GROESBECK, TEXAS AND
ALLISON RENEE MCCOY**

**"MCCOY" PROPERTY
0.366 ACRES, MORE OR LESS**

This Municipal Services Agreement ("Agreement") is entered into on the 21st day of July, 2026, by and between the City of Groesbeck, Texas, a Texas municipality ("City"), and Allison Renee McCoy ("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, this Agreement is prepared pursuant to Texas Local Government Code Section 43.0672, which requires the provision of municipal services in an area to be annexed upon request of the property owner;

WHEREAS, Texas Local Government Code Section 43.0671 permits a municipality to annex an area upon request of each owner of the area;

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

WHEREAS, Owner owns a tract of land consisting of approximately 0.366 acres, more or less, situated in the Andres Varela Survey, A-29, Limestone County, Texas, commonly known as 610 Faulkenberry Road, Groesbeck, Texas 76642, Limestone County Appraisal District Property ID No. 54065, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, Owner has petitioned the City for voluntary annexation of the Property into the corporate limits of the City of Groesbeck, Texas;

WHEREAS, the Property is contiguous and adjacent to the existing corporate limits of the City;

WHEREAS, the parties understand that Faulkenberry Road is already within the City limits in front of the Property, and no additional road, right-of-way, or highway area is believed necessary to make the Property contiguous to the City;

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, annexation of the Property and execution of this Agreement are subject to approval by the City Council of the City of Groesbeck, Texas; and

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

1. **PROPERTY.** This Agreement applies only to the Property described in Exhibit "A."
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full municipal services, or municipal services that are otherwise identical to or substantially similar to municipal services available to other property owners, residents, and customers of the City of Groesbeck, Texas. Municipal services may be provided in accordance with state law and by any lawful method or means available to the City.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, 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 through the City's infrastructure extension policies, utility extension policies, developer or property owner participation, franchise agreements, interlocal agreements, mutual aid agreements, contracts, ordinances, rules, regulations, and policies.

- A. Fire and Emergency Services** - The City will provide fire protection, emergency response services within the City's authority, and related services to the Property in the same manner as such services are provided to other similarly situated properties within the City, including through the Groesbeck Volunteer Fire Department, mutual aid agreements, interlocal agreements, dispatch protocols, service arrangements, staffing, equipment, and applicable response procedures.
- B. Police** - The City's Police Department will provide police protection and law enforcement services to the Property in the same manner as such services are provided to other similarly situated properties within the City.
- C. Planning and Land Use Regulation** – The City will provide planning, permitting, subdivision, platting, development review, land use regulation, and related enforcement services, as applicable, in accordance with applicable laws, ordinances, rules, and regulations. The parties understand that the City has not identified any zoning district or zoning classification applicable to the Property as of the effective date of annexation. Nothing in this Agreement assigns a zoning classification to the Property.
- D. Building Permits and Inspections** - The City will provide building permitting and inspection services, including enforcement, as needed in accordance with applicable laws, ordinances, rules, and regulations.
- E. Code Enforcement** - The City will provide code enforcement services as needed in accordance with applicable laws, ordinances, rules, and regulations.
- F. Municipal Public Parks** - Municipal public parks will be made available to the Property owner and residents in the same manner as for other residents and citizens of the City.
- G. Public Buildings and Facilities** - Public buildings and facilities will be made available to the Property owner and residents in the same manner as for other residents and citizens of the City.
- H. Municipal Library** - Municipal library services, including services provided through Maffett Memorial Library or any successor library arrangement available to City residents, will be made available to the Property owner and residents in the same manner as for other residents and citizens of the City.
- I. Streets** - The City will maintain public streets, streetlights, traffic control devices, and regulatory signage that have been dedicated to and accepted by the City, or over which the City otherwise has jurisdiction, in accordance with City policies and procedures and applicable law. The City is not required to maintain private roads, private drives, or improvements not dedicated to and accepted by the City.
- J. Water** - Water service will be provided by the City at the then-current rates, fees, charges, and terms established by the City for such service, and in the same manner as water service is provided to other similarly situated users, citizens, and customers. Any required extension, connection, meter, tap, impact fee, capacity charge, or private plumbing improvement will be subject to applicable City ordinances, policies, and requirements.
- K. Wastewater** - Wastewater service will be provided by the City at the then-current rates, fees, charges, and terms established by the City for such service, and in the same manner as wastewater service is provided to other similarly situated users, citizens, and customers. Any required extension, connection,

tap, impact fee, capacity charge, or private plumbing improvement will be subject to applicable City ordinances, policies, and requirements.

L. Solid Waste Services - Solid waste services will be made available in the same manner as for other similarly situated residents, customers, and citizens of the City, subject to any applicable franchise agreement, service provider requirements, City ordinances, rates, fees, and service policies.

4. **SERVICES NOT INCLUDED.** It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. Subject to City staffing levels, budget appropriations, lawful authority, infrastructure availability, and applicable City ordinances, policies, and regulations, City services will generally be provided to the Property in the same manner as those same services are available to other similarly situated residents, citizens, and customers of the City. Owner understands and acknowledges that City departments may change or be reorganized from time to time. Any reference to a specific department includes any successor department, office, contractor, or provider that provides the same or similar services.
5. **UTILITY EXTENSIONS AND PRIVATE IMPROVEMENTS.** Nothing in this Agreement requires the City to construct or pay for private service lines, private plumbing, private facilities, private drives, on-site improvements, or utility extensions that are not otherwise required to be constructed or paid for by the City under generally applicable City ordinances, policies, or state law. The Property will be subject to the same generally applicable utility extension, connection, tap, fee, and development requirements applicable to similarly situated property within the City.
6. **AUTHORITY.** City represents that it has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Agreement. Owner represents that Owner is the owner of the Property and has authority to execute this Agreement. Owner acknowledges that approval of annexation is within the jurisdiction of the City Council of the City of Groesbeck, Texas. Nothing in this Agreement guarantees approval of annexation, zoning, permits, utility connections, or any other discretionary City action.
7. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or 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 illegal, invalid, or unenforceable part, term, or provision was never part of this Agreement.
8. **INTERPRETATION.** The terms and conditions of this Agreement will be interpreted according to the laws of the State of Texas and in conformity with Texas Local Government Code Chapter 43.
9. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Venue for any suit arising from or related to this Agreement shall be in the state courts located in Limestone County, Texas, or in the United States District Court having jurisdiction over Limestone County, Texas, to the extent federal jurisdiction exists.
10. **NO WAIVER.** The failure of either party to insist upon 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.
11. **GOVERNMENTAL POWERS AND IMMUNITIES.** It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, police powers, legislative discretion, regulatory authority, or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
13. **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.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. This Agreement

constitutes covenants running with the land comprising the Property and is binding on the Owner and subsequent owners of the Property.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the municipal services to be provided to the Property after annexation and supersedes all prior oral and written agreements between the parties concerning such subject matter. This Agreement may not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE. This Agreement is executed as of the date first written above and will be effective on the effective date of annexation of the Property into the corporate limits of the City of Groesbeck, Texas.

OWNER:

By: _____
Allison Renee McCoy, Property Owner

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF LIMESTONE §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Allison Renee McCoy.

Notary Public, State of Texas
My Commission Expires: _____

CITY OF GROESBECK, TEXAS:

By: _____
Name / Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF LIMESTONE §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of the City of Groesbeck, Texas, on behalf of the City.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

"MCCOY" PROPERTY
0.366 ACRES, MORE OR LESS

Being that certain tract or parcel of land situated in the Andres Varela Survey, A-29, Limestone County, Texas, being 0.366 acres, more or less, and being part of a called 1.00 acre tract, Tract One, described in a deed dated March 13, 2018 from Michelle Ramirez, et ux., to GBT Investments, LLC and recorded as Document Number 20181358, Official Public Records of Limestone County, Texas, to which reference is hereby made for any and all purposes. Said tract described as follows, to wit:

BEGINNING at a 60d nail found on the southwest side of Faulkenberry Road for the east corner of the referenced tract and the north corner of a called 2.04 acre tract, Tract 2, described in a deed to Kevin Dalman in Document Number 2022-0003740;

THENCE SOUTH 59°20'05" WEST 115.56 feet, with the southeast line of the referenced tract, the northwest line of said 2.04 acre tract, and along a wire fence, to a 1/2" iron rod (capped Goodwin Lasiter) set for this south corner and an exterior corner of a 4.177 acre tract described this same day. From said point, a 1/2" iron rod (capped Goodwin Lasiter) found for the south corner of the referenced tract bears S59°20'05"W 94.58 feet;

THENCE NORTH 30°35'48" WEST 137.74 feet, across the referenced tract, with a northeast line of said 4.177 acre tract, and partly along a wire fence, to a capped 1/2" iron rod set;

THENCE NORTH 59°53'19" EAST 116.82 feet, across the referenced tract and with a southeast line of said 4.177 acre tract, to a capped 1/2" iron rod set on the southwest side of Faulkenberry Road and in the northeast line of the referenced tract for this north corner. From said point, a 1/2" iron rod (capped Goodwin Lasiter) found in the concrete base of a fence post for the residual north corner of the referenced tract bears N30°04'05"W 30.00 feet;

THENCE SOUTH 30°04'05" EAST 136.62 feet, with the northeast line of the referenced tract, partly along a chain link fence, and along the southwest side of Faulkenberry Road, to the Point of Beginning, and containing 0.366 acres, more or less, as shown on the accompanying survey plat of even date herewith.

Agenda Item Summary Sheet

Item No: 14

Meeting Date: July 21, 2026

14. Consider Approval of Ordinance No. 26-O-01 for Voluntary Annexation of Approximately 0.366 acres at 610 Faulkenberry Road and any Directly Abutting Faulkenberry Road Right-of-Way Not Already within the City Limits

ORDINANCE NO. 26-O-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROESBECK, TEXAS ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 0.366 ACRES OF LAND, MORE OR LESS, SITUATED IN THE ANDRES VARELA SURVEY, A-29, LIMESTONE COUNTY, TEXAS, COMMONLY KNOWN AS 610 FAULKENBERRY ROAD, GROESBECK, TEXAS 76642, LIMESTONE COUNTY APPRAISAL DISTRICT PROPERTY ID NO. 54065, TOGETHER WITH THE PORTION OF FAULKENBERRY ROAD AND RELATED RIGHT-OF-WAY DIRECTLY ABUTTING THE PROPERTY TO THE EXTENT SUCH ROAD AND RIGHT-OF-WAY ARE NOT ALREADY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF GROESBECK, TEXAS; APPROVING AND RATIFYING A MUNICIPAL SERVICES AGREEMENT WITH THE PROPERTY OWNER; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION INTO THE CORPORATE LIMITS OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Groesbeck, Texas is a Type A General Law municipality located in Limestone County, Texas; and

WHEREAS, Allison Renee McCoy is the owner of approximately 0.366 acres of land, more or less, situated in the Andres Varela Survey, A-29, Limestone County, Texas, commonly known as 610 Faulkenberry Road, Groesbeck, Texas 76642, Limestone County Appraisal District Property ID No. 54065, and more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the property described in Exhibit "A" is contiguous and adjacent to the existing corporate limits of the City of Groesbeck, Texas; and

WHEREAS, to the extent any portion of Faulkenberry Road and related right-of-way directly abutting the property described in Exhibit "A" is not already located within the corporate limits of the City of Groesbeck, Texas, the City Council finds that annexing such directly abutting road and right-of-way area together with the property will promote orderly municipal boundaries and administration; and

WHEREAS, upon approval of this Ordinance, the annexed property and any directly abutting road and right-of-way area annexed by this Ordinance will be located within the corporate limits of the City of Groesbeck, Texas; and

WHEREAS, Allison Renee McCoy, as owner of the property described in Exhibit “A,” has requested voluntary annexation of the property into the corporate limits of the City of Groesbeck, Texas pursuant to Section 43.0671 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 43.0671 authorizes a municipality to annex an area if each owner of land in the area requests the annexation; and

WHEREAS, Texas Local Government Code Section 43.0672 requires the governing body of a municipality that elects to annex an area under Section 43.0671 to first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area; and

WHEREAS, the City and the owner have negotiated and entered into a written Municipal Services Agreement concerning the provision of municipal services to the property after annexation, a copy of which is attached hereto as Exhibit “B” and incorporated herein for all purposes; and

WHEREAS, the Municipal Services Agreement states that the City has not identified any zoning district or zoning classification applicable to the property as of the effective date of annexation, and that nothing in the Municipal Services Agreement assigns a zoning classification to the property; and

WHEREAS, pursuant to Texas Local Government Code Section 43.002, and to the extent the property is currently used for residential purposes and contains existing residential structures, the City Council recognizes that such existing lawful residential uses and structures may continue after annexation, subject to applicable state law and the City’s generally applicable ordinances, codes, permitting requirements, utility requirements, health and safety regulations, and police power regulations; and

WHEREAS, Texas Local Government Code Section 43.0673 requires the governing body of the municipality to conduct one public hearing before adopting an ordinance annexing an area under Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, notice of the public hearing concerning the proposed voluntary annexation was published in a newspaper of general circulation in the City of Groesbeck, Texas and in the area proposed for annexation on or about _____, 2026; and

WHEREAS, notice of the public hearing concerning the proposed voluntary annexation was posted on the City’s website on or about _____, 2026 and remained posted until the date of the public hearing; and

WHEREAS, the City Council conducted a public hearing concerning the proposed voluntary annexation on July 21, 2026, at 6:00 p.m. in the Council Chamber at 317 W. Navasota, Groesbeck, Texas 76642; and

WHEREAS, all interested persons were given an opportunity to appear and be heard concerning the proposed annexation; and

WHEREAS, after the public hearing, the City Council considered the proposed annexation ordinance; and

WHEREAS, the City Council finds that all procedural requirements imposed by state law for the voluntary annexation of the property described in Exhibit "A," together with any portion of the directly abutting Faulkenberry Road and related right-of-way annexed by this Ordinance, have been satisfied; and

WHEREAS, the City Council finds that annexation of the property described in Exhibit "A," together with any portion of the directly abutting Faulkenberry Road and related right-of-way annexed by this Ordinance, is in the best interest of the City of Groesbeck, Texas and the property owner.

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

SECTION 1. FINDINGS.

The findings and recitals set forth above are hereby found to be true and correct and are incorporated into this Ordinance for all purposes as if set forth in full herein.

SECTION 2. ANNEXATION OF PROPERTY AND DIRECTLY ABUTTING ROAD RIGHT-OF-WAY.

The property described in Exhibit "A," consisting of approximately 0.366 acres of land, more or less, situated in the Andres Varela Survey, A-29, Limestone County, Texas, commonly known as 610 Faulkenberry Road, Groesbeck, Texas 76642, Limestone County Appraisal District Property ID No. 54065, is hereby annexed into the corporate limits of the City of Groesbeck, Texas for full purposes.

In addition, to the extent not already located within the corporate limits of the City of Groesbeck, Texas, the portion of Faulkenberry Road and related right-of-way directly abutting the property described in Exhibit "A" is hereby annexed into the corporate limits of the City of Groesbeck, Texas for full purposes.

SECTION 3. CORPORATE LIMITS AMENDED.

The present corporate limits of the City of Groesbeck, Texas are hereby amended to include the property described in Exhibit "A" and, to the extent not already located within the corporate limits of the City, the portion of Faulkenberry Road and related right-of-way directly abutting such property. The annexed area shall be part of the City of Groesbeck, Texas for all municipal purposes, and the property, owner, residents, future occupants, and annexed road/right-of-way

area shall be subject to the acts, ordinances, resolutions, rules, regulations, and other lawful requirements of the City.

SECTION 4. MUNICIPAL SERVICES AGREEMENT APPROVED AND RATIFIED.

The Municipal Services Agreement between the City of Groesbeck, Texas and Allison Renee McCoy, attached hereto as Exhibit "B," is hereby approved and ratified. The City Administrator, City Secretary, Mayor, or other authorized City representative is authorized to execute the Municipal Services Agreement and any related documents necessary to carry out this Ordinance.

SECTION 5. NO ZONING CLASSIFICATION ASSIGNED; CONTINUATION OF EXISTING RESIDENTIAL USES AND STRUCTURES.

This Ordinance does not assign any zoning classification to the property. The City has not identified any zoning district or zoning classification applicable to the property as of the effective date of annexation. To the extent the property is currently used for residential purposes and contains existing residential structures, such existing lawful residential uses and structures may continue after annexation pursuant to Texas Local Government Code Section 43.002, subject to applicable state law and the City's generally applicable ordinances, codes, permitting requirements, utility requirements, health and safety regulations, and police power regulations. Nothing in this Ordinance approves, legalizes, or validates any unlawful use, structure, construction, improvement, code violation, platting issue, subdivision issue, development approval, permit, or condition existing on the property.

SECTION 6. OFFICIAL MAPS AND RECORDS.

The City Secretary, City Administrator, or other appropriate City official is authorized and directed to revise, update, or cause to be revised and updated the City's official boundary maps and records to reflect the annexation approved by this Ordinance. The City Secretary or other appropriate City official is further authorized to make any filings or provide any notices required by applicable law following adoption of this Ordinance.

SECTION 7. SEVERABILITY.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each provision, section, subsection, sentence, clause, and phrase hereof regardless of whether any one or more provisions may be declared invalid, illegal, or unenforceable.

SECTION 8. REPEALER.

All ordinances, resolutions, or parts thereof that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency only, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 9. OPEN MEETINGS.

It is hereby officially found and determined that the meeting at which this Ordinance was considered and adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

SECTION 10. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Groesbeck, Texas on this the 21st day of July, 2026.

CITY OF GROESBECK, TEXAS

By: _____
Matthew Dawley, Mayor

ATTEST:

Brenda Jackson, City Secretary

EXHIBIT "A" LEGAL DESCRIPTION

EXHIBIT "B" MUNICIPAL SERVICES AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

0.366 acre McCoy Tract

Being that certain tract or parcel of land situated in the Andres Varela Survey, A-29, Limestone County, Texas, being 0.366 acres, more or less, and being part of a called 1.00 acre tract, Tract One, described in a deed dated March 13, 2018 from Michelle Ramirez, et ux., to GBT Investments, LLC and recorded as Document Number 20181358, Official Public Records of Limestone County, Texas, to which reference is hereby made for any and all purposes. Said tract described as follows, to wit:

BEGINNING at a 60d nail found on the southwest side of Faulkenberry Road for the east corner of the referenced tract and the north corner of a called 2.04 acre tract, Tract 2, described in a deed to Kevin Dalman in Document Number 2022-0003740;

THENCE SOUTH 59°20'05" WEST 115.56 feet, with the southeast line of the referenced tract, the northwest line of said 2.04 acre tract, and along a wire fence, to a 1/2" iron rod (capped Goodwin Lasiter) set for this south corner and an exterior corner of a 4.177 acre tract described this same day. From said point, a 1/2" iron rod (capped Goodwin Lasiter) found for the south corner of the referenced tract bears S59°20'05"W 94.58 feet;

THENCE NORTH 30°35'48" WEST 137.74 feet, across the referenced tract, with a northeast line of said 4.177 acre tract, and partly along a wire fence, to a capped 1/2" iron rod set;

THENCE NORTH 59°53'19" EAST 116.82 feet, across the referenced tract and with a southeast line of said 4.177 acre tract, to a capped 1/2" iron rod set on the southwest side of Faulkenberry Road and in the northeast line of the referenced tract for this north corner. From said point, a 1/2" iron rod (capped Goodwin Lasiter) found in the concrete base of a fence post for the residual north corner of the referenced tract bears N30°04'05"W 30.00 feet;

THENCE SOUTH 30°04'05" EAST 136.62 feet, with the northeast line of the referenced tract, partly along a chain link fence, and along the southwest side of Faulkenberry Road, to the Point of Beginning, and containing 0.366 acres, more or less.