

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2022-04**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY MAKING UP APPROXIMATELY 6.0 ACRES AND GENERALLY LOCATED SOUTHEAST OF AND ADJACENT TO HOLDSWORTH DRIVE, AND A PORTION OF WHICH CONNECTS TO PASCHAL AVE. N.; MORE COMMONLY KNOWN AS 253 HOLDSWORTH DR.; SUCH PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A MULTIFAMILY RESIDENTIAL (R-3) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, an owner of land has requested annexation by the City of Kerrville, Texas (“City”), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the land to be annexed makes up a total of approximately 6.0 acres, as more specifically described below (the “Property”); and

WHEREAS, the Property lies within the extraterritorial jurisdiction of the City and adjacent to the City’s limits; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Section 60-37 of the City’s Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to

Approved 1/25/2022
EFFECTIVE 2/11/2022

approve a service agreement as required by state law, and to establish zoning regulations for the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. FINDINGS. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the “Property”) is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION THREE. AMENDMENT TO CITY BOUNDARY. City Council authorizes and directs the City Manager, or designee, to amend the City’s official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. AGREEMENT REGARDING SERVICES. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the “Agreement”) with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City’s full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. ZONING. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the Property will be zoned as a Multifamily Residential Zoning District (R-3), which will authorize such property to be used in ways consistent with those land uses specified in that district.

SECTION SEVEN. CUMULATIVE CLAUSE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. PUBLICATION OF ORDINANCE. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

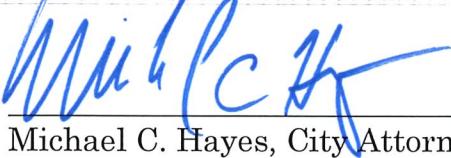
SECTION NINE. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 11
day of January A.D., 2022.

PASSED AND APPROVED ON SECOND READING, this the
25 day of January A.D., 2022.


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



Location Map

Case # PZ-2021-30

Location:

6-acre tract of land located in
the C. Self Survey 626 Abstract 325 and the
John Young Survey 118 Abstract 376

Legend

200' Notification Area
Subject Properties



0 75 150 300

Scale In Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

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EXHIBIT A

Continuation of Schedule A

GF No. 2070240-COM

4. Legal description of land:***See Schedule C for requirements

Being that certain tract of land stated to contain 6 acres, more or less, out of certain tract of land stated to contain 33.95 acres, more or less, being out of Kerr County, Texas, as more particularly described on Exhibit A in Deed dated December 10, 1999, recorded in Volume 1043, Page 105, Real Property Records, Kerr County, Texas, executed by Tommy A. Brewster, Successor Trustee of the Amelang Children Trust, Earlene Gelsinger Neeley, Adele Amelang Seger, Andrew Amelang, and Julia Amelang Brewster, to GSA Partners, a Texas general partnership, and being out of that certain tract of land stated to contain 1.51 acres, more or less, being out of Kerr County, Texas, as more particularly described on Exhibit A in Deed dated August 25, 2004, recorded in Volume 1380, Page 320, Real Property Records, Kerr County, Texas, executed by Noratco, Inc., a Texas corporation, to GSA Partners, a Texas general partnership, as said 6 acres is generally located on Exhibit A attached hereto and incorporated herein.***

***Description is for general location purposes only and is not sufficient for policy issuance. See Schedule C for requirements.

Note: The company is prohibited under current regulations from insuring the amount of acreage within the insured parcel of land. Neither this commitment nor any policy issued pursuant hereto shall include insurance as to the amount of land contained within the insured parcel.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.016, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See Attached Survey for 6 Acre Tract On Holdsworth Drive

We certify that the above described tract of land is contiguous and adjacent to the City of KERRVILLE, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Jud Abel

Signed: _____

Signed: _____

THE STATE OF TEXAS

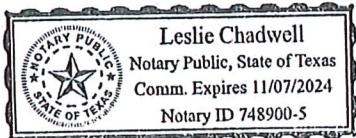
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared

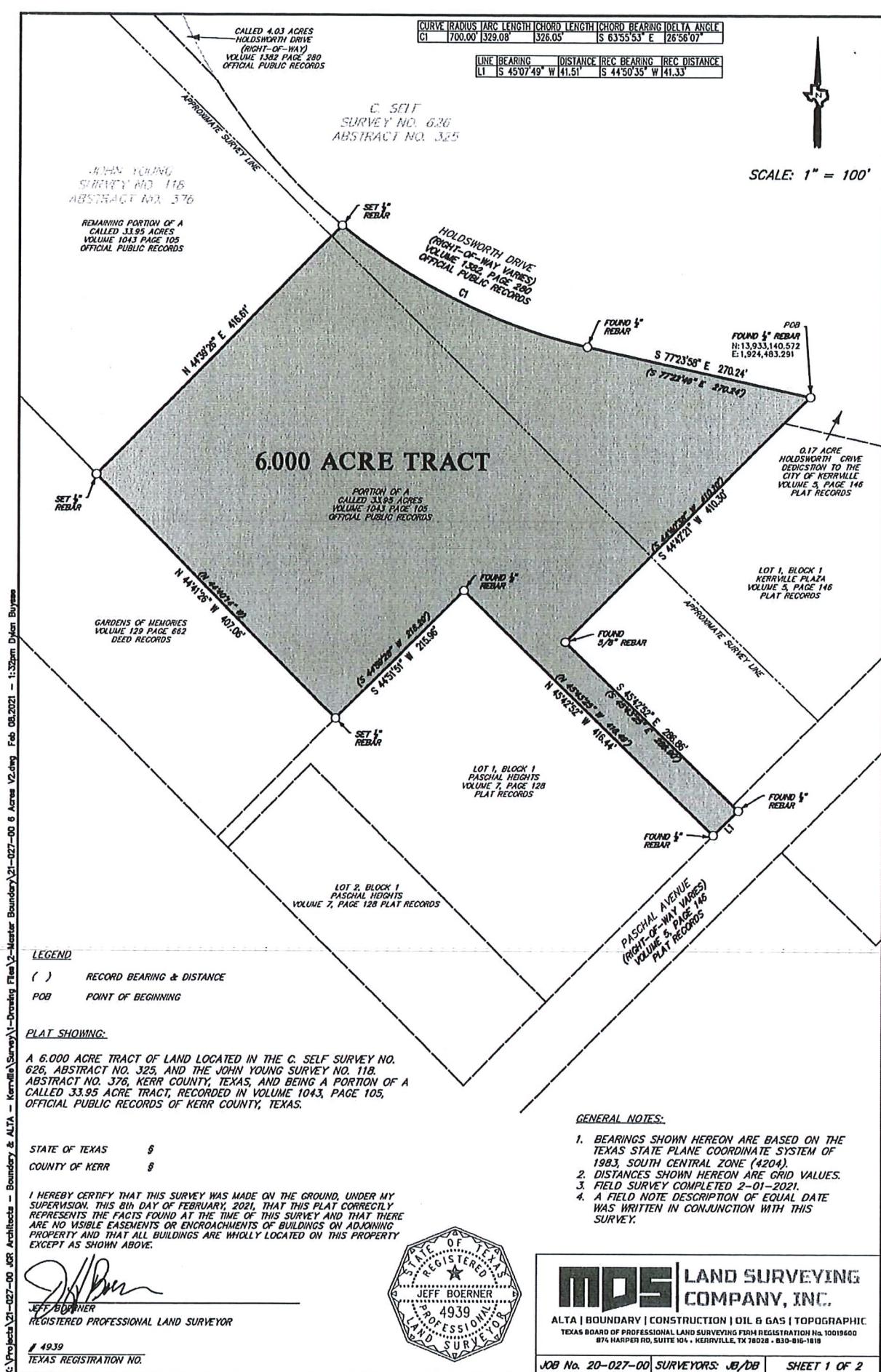
Jud Abel, _____, and _____, known to me to be the persons whose

names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of OCTOBER,
2021.



ccAbel
Notary Public in and for
HARRIS County, Texas.



ORDINANCE 2022-04

SERVICE AGREEMENT

This Services Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and _____ (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this _____ day of _____, 2021.

OWNER (Entity Name)

_____ (printed name),
_____ (title)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, the _____, of _____

Notary Public, State of Texas

CITY OF KERRVILLE, TX

E.A. Hoppe, City Manager

This instrument was acknowledged before me on the _____ day of _____, 2022, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas (“City”) at the levels and schedule specified below.
- II. UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville’s Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain park and recreation facilities located within the annexation area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Maintenance of Existing Roads & Streets	<p>The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:</p> <ol style="list-style-type: none"> 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	<p>The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.</p>	As the property develops
Provision for Other City Services	<p>Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.</p>	Immediately following annexation

FILE AND RETURN TO:

CITY OF KERVILLE, TEXAS

CITY SECRETARY

701 MAIN STREET

KERRVILLE, TX 78028



Complete this form and return to:

Kerr County Clerk
Attn: Land Records
700 Main Street, RM 122
Kerrville, TX 78028

INCLUDE THIS FORM WITH YOUR RECORDS AND PAYMENT.
Call us with questions: 830-792-2255.



FILED AND RECORDED
At 1:36 o'clock P.M

STATE OF TEXAS
COUNTY OF KERR

February 7, 2022

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.
Jackie Dowdy County Clerk

Diane Rodriguez Deputy

ORDINANCE 2022-04



All Transactions Approved

Bureau: 8088171 - Kerr County, TX Clerk

Case Number or Name	Amount	Quantity	Conv.	Result
				Fee
Court Fees and Fines: RECORDINGS	\$314.00	1	\$8.95	Approved
Payment ID: 100237130443				
Recordings				
Total Amounts + All Fees:	\$322.95			

BILLING INFORMATION

Payment will be billed to:

KESHA FRANCHINA

Card ending in ...0300 (Visa)

Processed at 02/07/2022 2:04:55 PM CST

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx
 Legal Notice - www.certifiedpayments.net/LegalNotices.aspx

ORDINANCE 2022-03, KERR Co. 22-01013
 ORDINANCE 2022-04, KERR Co. 22-01014
 ORDINANCE 2022-05, KERR Co. 22-01015

ORDINANCE 2022-04

Jackie Dowdy
 Kerr County Clerk
 700 Main St., Rm 122
 Kerrville, TX 78028



Receipt Number : 149975
 Date Paid : 2/7/2022 2:03:22PM
 User: Dianer

Payment No:146358 Paid Amount:314.00

Payment Type:Credit Card Payment

Credit Card No :0300

Cost Code	Type	Amount Owed	Amount Paid	Balance Owed
Instrument : Daily Non Cases Fees	Inst Type:		Book:	Page:
DOCUMENT FILING FEE	CL	3.00	3.00	0.00
RECORDS ARCHIVAL	CL	30.00	30.00	0.00
RECORDS MANAGEMENT	CL	30.00	30.00	0.00
RECORDING FEE	CL	251.00	251.00	0.00
Totals		314.00	314.00	0.00

Paid By : KESHA FRANCHINA/CITY OF KERR

Payment Remarks : 22-01013 ORDINANCE 1:36 PM	Original Balance :	314.00
22-01014 ORDINANCE 1:36 PM	Amount Paid :	314.00
22-01015 ORDINANCE 1:36 PM	Amount Applied :	314.00
	Amount Unapplied	0.00

ORDINANCE 2022-04