

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2023-18**

AN ORDINANCE ANNEXING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY CONSISTING OF APPROXIMATELY 111.806 ACRES AND GENERALLY LOCATED ADJACENT TO AND NORTHEAST OF LOWER TURTLE CREEK ROAD; SUCH PROPERTY BEING USED TO FURTHER THE EXPANSION OF THE COMANCHE TRACE RESIDENTIAL SUBDIVISION; THE 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 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2); AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

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

WHEREAS, the land to be annexed makes up approximately 111.806 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

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 to amend the City's official boundary map in accordance with this annexation.

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 Medium Density Residential Zoning District (R-2), which will authorize such property to be used in ways consistent with the 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. SEVERABILITY CLAUSE. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION NINE. PENALTY. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION TEN. 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 ELEVEN. POST ANNEXATION ACTIONS. The City Manager 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.

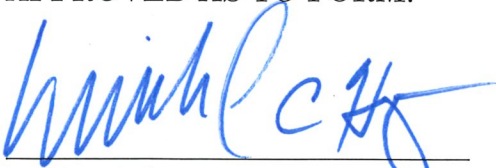
PASSED AND APPROVED ON FIRST READING, this the 27
day of June A.D., 2023.

PASSED AND APPROVED ON SECOND READING, this the
11 day of July A.D., 2023.


Judy Eychner, Mayor

APPROVED AS TO FORM:

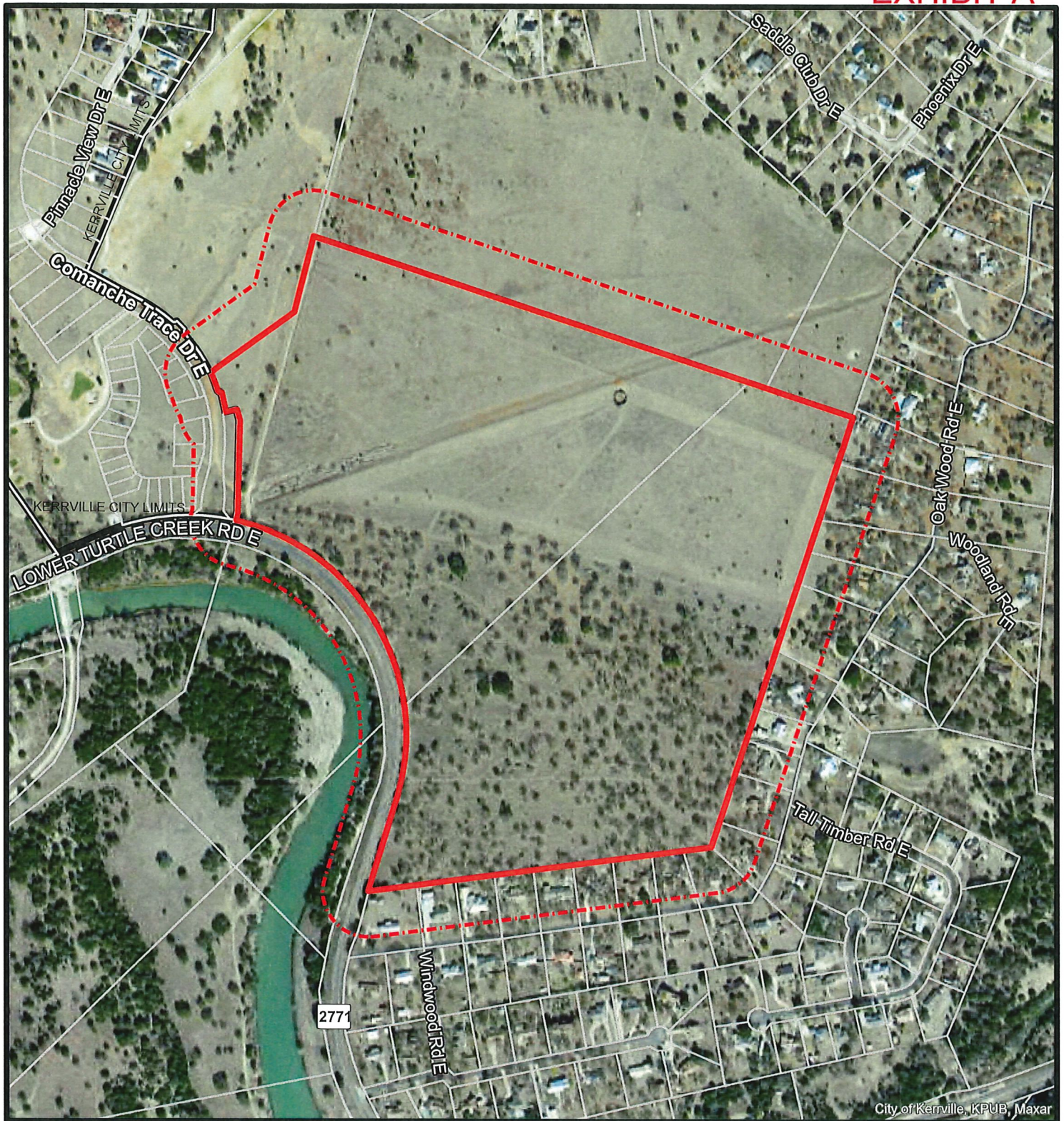
ATTEST:



Michael C. Hayes, City Attorney



Shelley McElhannon, City Secretary



Location Map

PZ-2023-4

Location:

Comanche Trace Phase 19 - Annexation & Zoning

Legend

- ▬ Subject Properties
- - - 200 Feet Notification Area



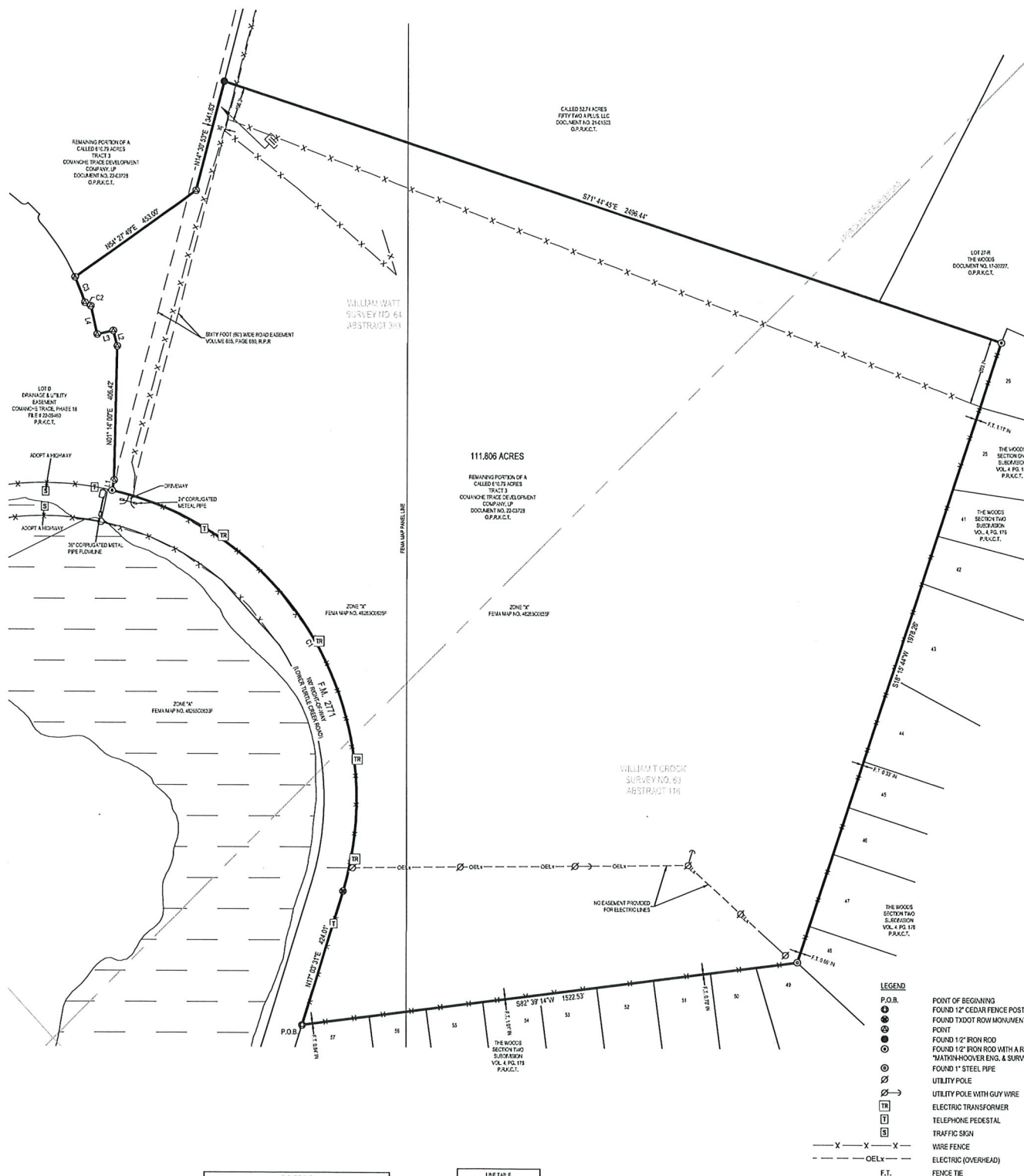
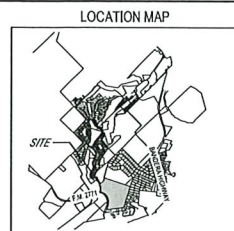
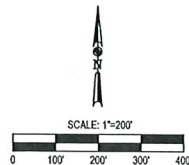
0 200 400 800
Scale In Feet

04/24/2023

NOTES:
 1. SURVEY OF BEWING WAS ESTABLISHED USING THE TRIANGLE VERTICES NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204 US SURVEY FOOT GRID.
 2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL MATHS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREIN. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 3. ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
 4. A METERS AND BOUNDED DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
 5. ALL OF THE TRACT BEING FLOODED, ZONE "X" ACCORDING TO FLOODING, JUDGE RATE MAP 45300033P AND FLOOD INSURANCE RATE MAP 45300033P. 60" HAVING AN EFFECTIVE DATE OF JANUARY 2011.
 6. THE DOCUMENT WAS PREPARED UNDER TEXAS ADMINISTRATIVE CODES (TAC) DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY, EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE RECONCILIATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT OF
 A 111.806 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM WATT SURVEY NO. 64, ABSTRACT 363, AND THE WILLIAM T CROOK SURVEY NO. 63, ABSTRACT 116 KERR COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 610.79 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 22-03728 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

EXHIBIT A



CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	553.13	1273.89	54°24'35"	N0°17'47"W	1413.87
C2	15.02	23.24	88°45'45"	N62°30'48"W	25.39
C3	680.30	82.47	8°56'44"	N01°30'19"W	82.30

LINE	BEARING	DISTANCE
L1	N0°06'11"E	31.51
L2	N7°39'41"W	45.17
L3	S71°11'36"W	50.29
L4	N7°36'12"W	88.52

- LEGEND**
- P.O.B. (Point of Beginning)
 - FOUND 12" CEDAR FENCE POST
 - FOUND TxDOT ROW MONUMENT, TYPE 1
 - POINT
 - FOUND 12" IRON ROD
 - FOUND 12" IRON ROD WITH A RED "MATHON-HOOVER ENG. & SURVEY" PLASTIC CAP
 - FOUND 1" STEEL PIPE
 - UTILITY POLE
 - UTILITY POLE WITH GUY WIRE
 - ELECTRIC TRANSFORMER
 - TELEPHONE PEDESTAL
 - TRAFFIC SIGN
 - WIRE FENCE
 - ELECTRIC (OVERHEAD)
 - FENCE TIE

MATKINHOOPER
 ENGINEERING & SURVEYING
 10000 W. 10TH ST. SUITE 100
 FORT WORTH, TEXAS 76132
 (817) 336-1111
 www.matkinhooper.com



KYLE L. PRESSLER DATE: MARCH 29, 2013
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 KYLE.PRESSLER@MATHON-HOOVER.COM
 JOB NO. 17-029 111.806 ACRES - ANIMATION

FIELD NOTES FOR A 111.806 ACRE TRACT OF LAND

A **111.806 acre** tract of land, located in the William Watt Survey No. 64, Abstract 363, and the William T Crook Survey No. 63, Abstract 116, Kerr County, Texas, and being a portion of a called 610.79 acre tract of land as described of record in Document No. 22-03728 of the Official Public Records of Kerr County, Texas. Said **111.806 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 12" cedar fence post in the east right-of-way line of F.M. 2771, a 100' wide right-of-way as shown on the Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Map, CSJ No. 856-2-1, at the northwest corner of Lot 57 of The Woods Section Two Subdivision of record in Volume 4, Page 176 of the Plat Records of Kerr County, Texas, for the most southerly corner of said 610.79 acre tract and the tract described herein;

THENCE: With the easterly and northerly right-of-way line of said F.M. 2771, and the southerly line of said 610.79 acre tract, the following two (2) courses:

1. **N 17° 03' 31" E**, a distance of **424.01 feet** to a found TxDOT ROW monument, Type I, for a point of curvature, and
2. With a non-tangent curve to the left having a radius of **955.13** an arc length of **1573.69** a delta angle of **094° 24' 05"** and a chord bears, **N 30° 13' 40" W**, a distance of **1401.63 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Surveying" at the southeast corner of Lot D of the Comanche Trace, Phase 18 Subdivision of record in File No. 22-09460 of the Plat Records of Kerr County, Texas, and for the southwest corner of the tract described herein;

THENCE: Departing said right-of-way line and with the easterly lines of said Comanche Trace, Phase 18 Subdivision, the following seven (7) courses:

1. **N 12° 08' 11" E**, a distance of **31.51 feet** to a point for angle,
2. **N 01° 14' 00" E**, a distance of **406.42 feet** to a point for angle,
3. **N 14° 39' 41" W**, a distance of **48.17 feet** to a point for interior corner,
4. **S 77° 11' 08" W**, a distance of **50.28 feet** to a point for exterior corner,
5. **N 12° 36' 12" W**, a distance of **88.02 feet** to a point of curvature,
6. With a non-tangent curve to the right having a radius of **15.00** an arc length of **23.24** a delta angle of **084° 45' 48"** and a chord bears, **N 62° 24' 48" W**, a distance of **20.98 feet** to a point of reverse curvature, and
7. With a non-tangent curve to the left having a radius of **680.00 feet** an arc length of **82.43** a delta angle of **006° 56' 44"** and a chord bears, **N 21° 30' 16" W**, a distance of **82.38 feet** to a point of non-tangency and for the most westerly corner of the tract described herein,

THENCE: Into said 610.79 acre tract, the following two (2) courses:

1. **N 54° 27' 49" E**, a distance of **453.00 feet** to a point for angle, and
2. **N 14° 30' 53" E**, a distance of **341.63 feet** to a found ½" iron rod for an interior corner of said 610.79 acre tract and for the northwest corner of the tract described herein;

THENCE: **S 71° 44' 45" E**, with the easterly lines of said 610.79 acre tract and the westerly lines Lot 27-R of The Woods Subdivision of record in Document No. 17-00227 of the Official Public Records of Kerr County, Texas, a distance of **2496.44 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Surveying" at the southeast corner of said Lot 27-R, in the west line of Lot 26 of The Woods Section One Subdivision of record in Volume 4, Page 137 of the Plat Records of Kerr County, Texas, for an easterly corner of said 610.79 acre tract and the tract described herein;

THENCE: With the west line of said Woods Section One Subdivision, the west and north lines of The Woods Section Two Subdivision of record in Volume 4, Page 176 of the Plat Records of Kerr County, Texas, and the east and south lines of said 610.79 acre tract, the following two (2) courses:

1. **S 18° 15' 44" W**, a distance of **1978.26 feet** to a found 1" iron pipe for the southeast corner of said 610.79 acre tract and the tract described herein, and
2. **S 82° 39' 14" W**, a distance of **1522.53 feet** to the **POINT OF BEGINNING** and containing **111.806 acres** of land situated in Kerr County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. "This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the reconfiguration of the boundary of the political subdivision for which it was prepared."



Job # 17-4029 111.806 ac

Date: March 29, 2023

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE WILLIAM WATT NO. 64 SURVEY, ABSTRACT NUMBER 363, AND THE WILLIAM T CROOK NO. 63 SURVEY, ABSTRACT NUMBER 116, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS:

Comanche Trace Development Company, LP Is the sole owner of an approximately 111.8 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is more particularly described as follows:

SEE ATTACHED SURVEY AND METES & BOUNDS DESCRIPTION.

In accordance with Texas Local Government Code §43.028, Comanche Trace Development Company, LP hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas.

SUBMITTED THIS 05 day of APRIL 2023

By: _____

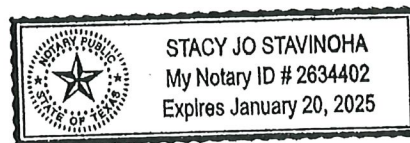
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF KERR



This instrument was acknowledged before me on the 5 day of April,
by Steven Held for and on behalf of Comanche Trace Development Company, LP.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT C

SERVICES 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(s)"). 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 approved and adopted the ordinance annexing such property.

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 may 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 _____, 2023.

COMANCHE TRACE
DEVELOPMENT COMPANY,
LP

Steven Held, _____

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Steven Held, the _____, of Comanche Trace Development Company, LP.

Notary Public, State of Texas

CITY OF KERRVILLE, TX

Kimberly Meisner, Interim City
Manager

This instrument was acknowledged before me on the ____ day of _____, 2023, by Kim Meisner, 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

Property Description

(NOTE: not included here; see Ex. A to Ord.)

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 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 annexed area both adequate to serve the annexed 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 annexed 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 shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City's 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 the City's Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain park and recreation facilities located within the annexed 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 annexed 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
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> <p>1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.</p>	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <p>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.</p>	
Solid Waste Collection	Solid Waste collection to the annexed 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

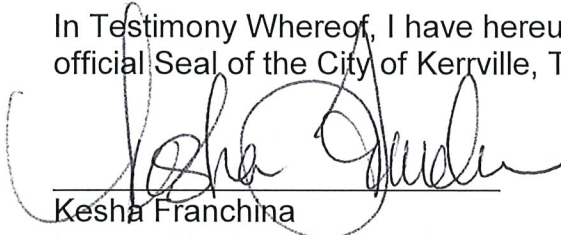
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) 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
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexed area 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.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, animal control, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

STATE OF TEXAS

COUNTY OF KERR

I, Kesha Franchina, hereby certify that I am the Deputy City Secretary of the City of Kerrville, Kerr County, Texas, and that the minutes, resolutions, ordinances, regulations, codes, and laws of the City of Kerrville are kept under my custody and control, and that the attached is a true and correct copy of Ordinance No. 2023-18 as the original appears on file in the Office of the City Secretary, City of Kerrville, Texas.

In Testimony Whereof, I have hereunto set my hand and seal and affixed the official Seal of the City of Kerrville, Texas, this the 18th day of July, 2023.



Kesha Franchina
Deputy City Secretary
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028



FILED AND RECORDED

Document Number: 23-04374

Document Type: ORDINANCE

Filing and Recording Date: 7/18/2023 1:12:21 PM

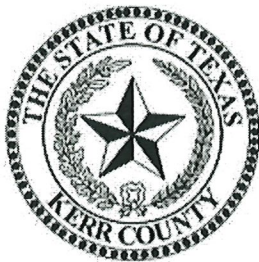
Number of Pages: 19

GRANTOR CITY OF KERRVILLE TEXAS

GRANTEE PUBLIC, THE

Returned To: CITY OF KERRVILLE
701 MAIN ST
KERRVILLE, TX 78028

I hereby certify that this instrument was FILED on the date and times stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Kerr County, Texas.



A handwritten signature in cursive script, reading "Jackie Dowdy", is written over a horizontal line.

Jackie Dowdy, Clerk
Kerr County, Texas
By: CONNIE TILLEY DEPUTY CLERK

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

DO NOT DESTROY - This document is part of the Official Public Record.



Kerr County Clerk

700 Main Street
Kerrville TX 78028
830-792-2255

Customer ALAMO TITLE COMPANY
CITY OF KERRVILLE

Txld 4006978 7/18/2023 12:49 PM
Description

Doc Number	GF Number	Document Type	Pages	Doc Fee Total
23-04371		EASEMENT ETC	7	\$46.00
23-04372		DEED	8	\$50.00
23-04373		DEED	6	\$42.00
23-04374		ORDINANCE	19	\$94.00
Total Paid:				\$232.00

Tender Information

Check #	Name on Check	Tender Type	Amount
	KESHA FRANCHINA	CREDIT CARD	\$232.00
Total Paid:			\$232.00

**All Transactions Approved**

Bureau: 8088171 - Kerr County, TX Clerk

Case Number or Name	Amount	Qty	Conv. Fee	Result
Court Fees and Fines: Kesha Franchina Payment ID: 100274020980 Recordings	\$232.00	1	\$6.61	Approved
Total Amounts + All Fees:	\$238.61			

BILLING INFORMATION

Payment will be billed to:

KESHA FRANCHINA

Card ending in ...0300 (Visa)

Processed at 07/18/2023 1:10:34 PM CDT

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