

Ordinance annexing approximately 141.66 acres of land, at or near the northwest end of London Pirates Road (formerly CR 33) and south of Oso Creek, into the territorial limits of the City of Corpus Christi per owner petition.

WHEREAS, Texas Local Government Code §43.003 and City Charter of the City of Corpus Christi, Texas, Article 1, Sec. 1 authorizes the annexation of territory;

WHEREAS, on September 22, 2021, V2 Ventures, LLC petitioned the City requesting annexation of 141.66 acres (Tract) for the proposed Oso Vista subdivision per Texas Local Government Code 43.0671;

WHEREAS, a service plan has been negotiated per Texas Local Government Code §43.0672;

WHEREAS, an offer of a development agreement has been made pursuant to Texas Local Government Code §43.016;

WHEREAS, the City Council finds that Corpus Christi City Charter Article X, Sec 2 authorizes the City Manager to execute a Municipal Service Plan Agreement with the owners of land in the area for the provision of services in the area to be annexed, and the City negotiated and entered into the attached Municipal Service Plan Agreement with the owners of land in the area for the provision of services in the area to be annexed;

WHEREAS, written notice of the proposed annexation has been provided to each public school district and public entity that provides service located in the area per Texas Local Government Code 43.905 & 43.9051;

WHEREAS, on March 7, 2023 after proper notice, a public hearing was held by the City Council, during City Council meetings held in the Council Chambers, at City Hall, in the City of Corpus Christi, following publication of notice of the hearings in a newspaper of general circulation in the City of Corpus Christi and on the City's website, for the consideration of annexation proceedings and the service plan for the defined lands and territory, during which all persons interested in the annexations were allowed to appear and be heard per Texas Local Government Code §43.0673;

WHEREAS, City Council finds that proposed annexation will cause an area to be entirely surrounded by the City but will not include the area within the City and that surrounding the area not within the City is in the public interest per Texas Local Government Code 43.057;

WHEREAS, City Council finds that the territory now proposed to be annexed lies wholly within the extraterritorial jurisdiction of the City of Corpus Christi, abuts and is contiguous and adjacent to the City of Corpus Christi, and constitutes lands and territories subject to annexation as provided by the City Charter of the City of Corpus Christi and the laws of the State of Texas; and

WHEREAS, City Council finds that it would be advantageous to the City and to its citizens and in the public interest to annex the lands and territory hereinafter described.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. The Tract, being approximately 141.66 acres as described by metes and bounds in **Exhibit A** and illustrated in **Exhibit B**, is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi. **Exhibits A & B** are incorporated into and made a part of this ordinance.

SECTION 3. The Municipal Service Plan for the Tract, attached to this ordinance as **Exhibit C**, is approved. **Exhibit C** is incorporated into and made a part of this ordinance. The service plan provides for the same number of services and levels of service for the annexed area and to the same extent that such services are in existence in the area annexed immediately preceding the date of the annexation or that are otherwise available in other parts of the city with land uses and population densities similar to those contemplated or projected in the area annexed.

SECTION 4. The owners and inhabitants of the tracts or parcels of land annexed by this ordinance are entitled to all the rights, privileges, and burdens of other citizens and property owners of the City of Corpus Christi, and are subject to and bound by the City Charter of the City of Corpus Christi, and the ordinances, resolutions, motions, laws, rules, and regulations of the City of Corpus Christi and to all intents and purposes as the present owners and inhabitants of the City of Corpus Christi are subject.

SECTION 5. The City Manager or designee is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City and its extraterritorial jurisdiction to add the territory annexed as required by law.

SECTION 9. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of the ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION 10. The City Secretary is hereby directed to file with the County Clerk of Nueces County, Texas, a certified copy of this ordinance.

SECTION 11. This ordinance is effective immediately upon passage on second reading.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2023, by the following vote:

Paulette Guajardo	_____	Jim Klein	_____
Roland Barrera	_____	Mike Pusley	_____
Sylvia Campos	_____	Everett Roy	_____
Gil Hernandez	_____	Dan Suckley	_____
Michael Hunter	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2023, by the following vote:

Paulette Guajardo	_____	Jim Klein	_____
Roland Barrera	_____	Mike Pusley	_____
Sylvia Campos	_____	Everett Roy	_____
Gil Hernandez	_____	Dan Suckley	_____
Michael Hunter	_____		

PASSED AND APPROVED on this the _____ day of _____, 2023.

ATTEST:

Rebecca Huerta
City Secretary

Paulette Guajardo
Mayor

**EXHIBIT A
METES AND BOUNDS
Oso Vista**



Job No. 43457.C1.00
September 21, 2021

141.66 Acre
Annexation Tract

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 141.66 Acre, Annexation Tract, situated in the Cuadrilla Irrigation Company Survey No. 137, Abstract 579 and the I.&G.N.R.R. Survey No. 140, Abstract 612, as shown on the map of Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas; said 141.66 Acre Tract being the same lands called 145.5 Acre Tract (141.82 Acres by description therein), as described in a Special Warranty Deed with Vendor's Lien from Jennifer Michelle Camp Johnson, as independent executor of the Estate of Betty Jo Camp, deceased, to V2 Ventures, LLC, recorded in Document No. 2021024390, Official Public Records of Nueces County, Texas; the said 141.66 Acre Tract, being more fully described as follows:

Beginning, at a 1 Inch Iron Pipe Found, on the apparent Northwest Right-of-Way line of London Pirate Road (County Road 33), a public roadway, for the Southeast corner of the said 145.5 Acre Tract and this Tract, from Whence, a Nail Found in Concrete bears, North 63°11'35" East, 1.26 Feet;

Thence, South 88°52'23" West, with the North boundary line of a 118.126 Acre Tract, as described in a Correction Warranty Deed from Sheilah London to Bill J. Brown, Reagan Travis Brown and Alyssa Ann Brown McCoy, recorded in Document No. 2015011169, said Official Public Records, the South boundary line of the said 145.5 Acre Tract, at 212.00 Feet pass, a 1 Inch Iron Pipe Found, 5.00 Feet to the Right, at 2189.28 Feet pass, a 5/8 Inch Iron Rod stamped "BASS AND WELSH" Found, in all 2,244.28 Feet, to a 5/8 Inch Iron Rod stamped "BASS AND WELSH" Found, on the East boundary line of a 293.041 Acre Tract, as described in a Special Warranty Deed with Vendor's Lien from South Texas Children's Home Land Management, to MPM Development, LP, recorded in Document No. 2019035726, said Official Public Records, for the Southwest corner of this Tract, from Whence, a 5/8 Inch Iron Rod stamped "VOSS ENG" Found bears, South 66°53'19" East, 6.71 Feet, also from Whence, a 5/8 Inch Found bears, South 01°00'19" East, 3140.46 Feet, in all 3141.02 Feet, to the Southwest corner of the said 118.126 Acre Tract;

Thence, North 01°00'19" West, with the East boundary line of the said 293.041 Acre Tract, 2118.55 Feet, to the Northwest corner of this Tract, from Whence, a 5/8 Inch Iron Rod stamped "BASS AND WELSH" Found, for the Northeast corner of the said 293.041 Acre Tract bears, North 01°00'19" West, 21.67 Feet;

Thence with the called meanders of the said South bank of the Oso Creek, the North boundary of the said 145.5 Acre Tract and this Tract as follows:

- South 73°02'17" East, 224.92 Feet;
- North 78°05'48" East, 391.54 Feet;
- North 69°35'48" East, 366.90 Feet;
- North 87°08'58" East, 245.23 Feet;
- North 84°18'33" East, 534.16 Feet;
- South 81°58'32" East, 522.80 Feet;
- North 82°21'58" East, 219.54 Feet;
- South 85°41'07" East, 359.56 Feet;
- North 78°17'43" East, 182.85 Feet;

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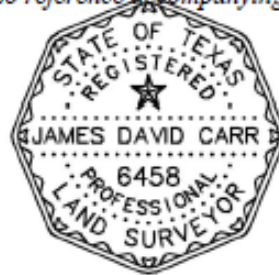
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- South 81°36'32" East, 161.13 Feet, to a 1 Inch Iron Pipe Found, for the Northeast corner of the said 145.5 Acre Tract and this Tract;

Thence, South 41°00'34" West, with the said apparent Right-of-Way line, 1363.77 Feet, for a corner of the said 145.5 Acre Tract and this Tract, from Whence, a 3/4 Inch Iron Pipe bears, North 50°05'24" East, 1.42 Feet;

Thence, South 20°13'44" West, continuing with the said apparent Right-of-Way line, 1295.41 Feet, to the Point of Beginning, containing 141.66 Acres (6,170,760 Sq. Ft.) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*



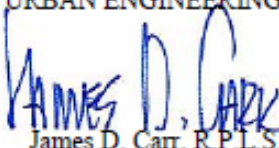
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 James D. Carr, R.P.L.S.
 License No. 6458

EXHIBIT B ANNEXATION AREA MAP

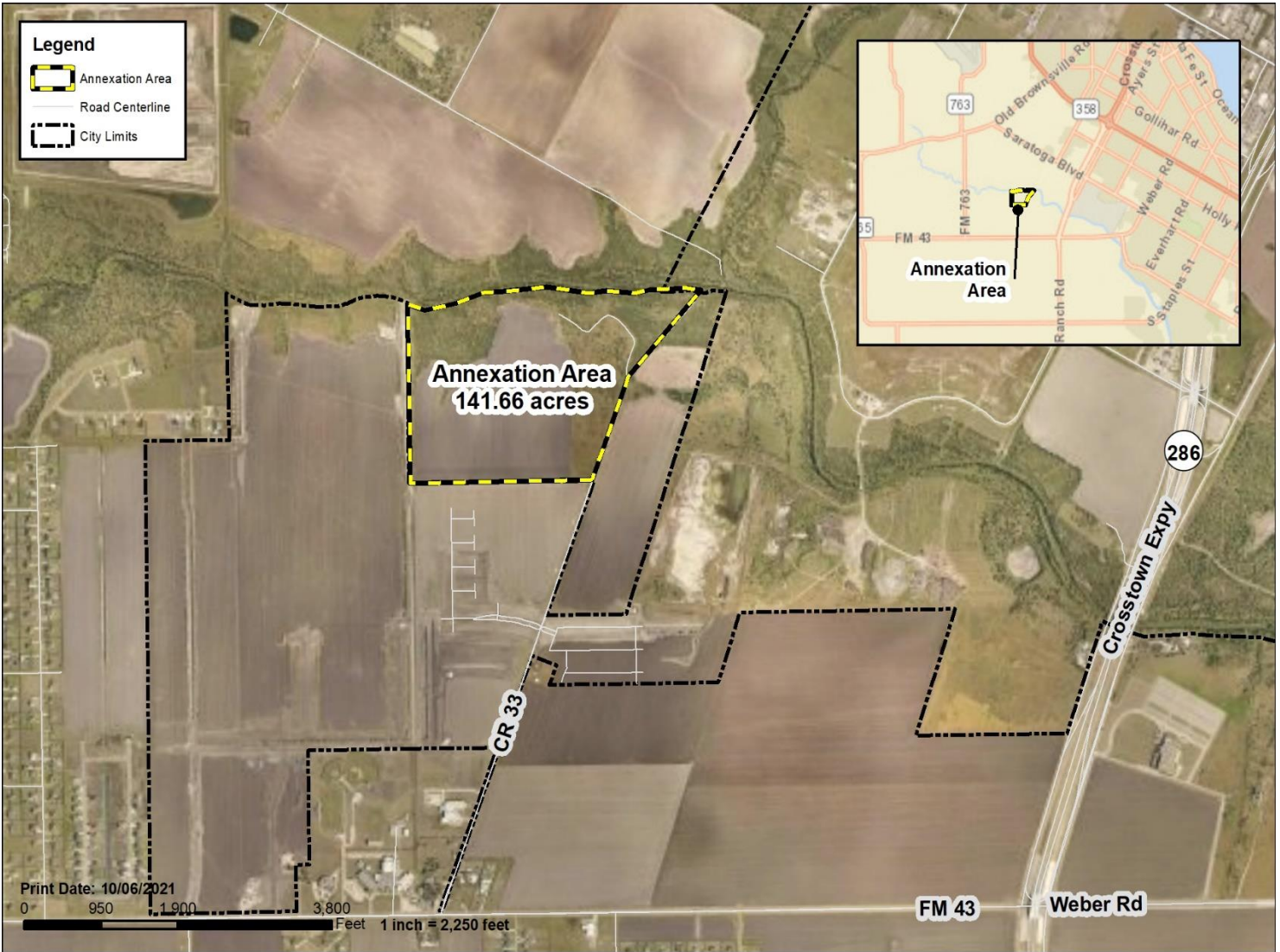


EXHIBIT C MUNICIPAL SERVICE PLAN

[This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and V2 Ventures, LLC ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land totaling approximately 141.66 acres of land situated in Nueces County, Texas, as specifically described in Metes and Bounds attached as **Exhibit A** and map in **Exhibit B** ("Subject Property"), which is attached hereto and incorporated herein for all purposes;

WHEREAS, the City intends to institute annexation proceedings for the "Subject Property";

WHEREAS, Texas Local Government Code §43.0672 requires a written agreement for the provision of services in the area first be entered into between the City and Landowner of the Subject Property prior to annexation;

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

WHEREAS, the City Council of the City of Corpus Christi, Texas, finds and determines that this Agreement will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The service agreement will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Texas Local Government Code Chapter 43, 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. Recitals

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2. Services to be Provided

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

a. General Municipal Services.

The following services shall be provided immediately from the effective date of the annexation:

(1) Police Protection:

Services to be Provided: The Corpus Christi Police Department (CCPD) will provide police protection.

(2) Fire Protection:

Services to be Provided: The Corpus Christi Fire Department will provide fire protection and suppression through its existing fire stations.

(3) Emergency Medical Service:

Services to be Provided: The Corpus Christi Fire Department will provide emergency medical services.

(4) Solid Waste Collection:

Services to be Provided: After the effective date of annexation, the City of Corpus Christi will provide solid waste services to single family residential customers directly or indirectly through a third-party contract.

Commercial garbage collection service for businesses and multi-family residences is available on a subscription basis from private service providers. The City of Corpus Christi will allow commercial refuse collectors to continue providing this service to condominium complexes, multi-family apartments and commercial and industrial establishments.

(5) Water Service:

Existing Services: Currently, the City of Corpus Christi holds a water certificate of convenience and necessity ("CCN") for the annexation area.

Services to be Provided: The City of Corpus Christi will continue to provide water service to the annexed area. In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water CCN for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions

thereof as applicable, is located, the extension of water service will be provided in accordance with all the ordinances, regulations, and policies of the City.

(6) Wastewater Service:

Existing Services: Currently, the annexation area lies outside a wastewater certificate of convenience and necessity ("CCN").

Services to be Provided: Absent a wastewater CCN by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, the extension of wastewater service will be provided in accordance with all the ordinances, regulations, and policies of the City. When areas are not reasonably accessible to a public wastewater facility of sufficient capacity as determined by adopted City wastewater standards, individual aerobic system or individual wastewater treatment plant will be utilized in accordance with all the ordinances, regulations, and policies of the City.

(7) Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:

Water and wastewater service will be provided in accordance with the Corpus Christi Unified Development Code, Utility Department Policies and engineering standards and provided the service is not within the certificated service area of another utility through existing facilities located within or adjacent to the area. Any and all water or wastewater facilities owned or maintained by the City of Corpus Christi, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Corpus Christi, Texas. Any and all water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

On-site sewage facilities may be allowed contingent upon the property owner meeting all city, county, state and federal requirements.

(8) Operation and Maintenance of Roads and Streets, including Street Lighting:

The City will maintain public streets over which the City has jurisdiction. Roads, streets or alleyways which are dedicated to and accepted by the City of Corpus Christi, Texas, or which are owned by the City of Corpus Christi, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in the City. Lighting of public roads, streets and alleyways shall be maintained by the applicable utility company servicing the City unless the lighting facility has been dedicated to the public, in which case the City will be the operator.

(9) Operation and Maintenance of Parks, Playgrounds and Swimming Pools:

Currently there are no public recreational facilities in the annexation area including parks, playgrounds, or swimming pools. Any park that may be under the responsibility of the County will be maintained by the City only upon dedication of the park by the County to the City and acceptance of the park by the City Council. If the City acquires any parks, playgrounds, or swimming pools within the annexation area, an appropriate City department will provide maintenance services.

(10) Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service:

Currently there are no such other publicly owned facilities, buildings, or services identified. If the City acquires any publicly owned facilities, buildings, or services within the annexation area, an appropriate City department will provide maintenance services.

(11) Planning and Zoning Services:

Existing Services: Subdivision planning services currently provided when plats are submitted for City review.

Services to be Provided: The City will impose and enforce zoning, subdivision development, site development and building code regulations with the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards. The use of land in a legal manner may continue in accordance with Texas Local Government Code §43.002.

(12) Other Municipal Services:

City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Excluding gas and electric services, other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

b. Capital improvements.

No additional capital improvements are necessary at this time to service the Subject Property in the same manner as similarly situated properties. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as may be amended.

(1) Water and Wastewater Facilities: Water and Wastewater infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's Water and Wastewater standards, and City's master plans, as may be amended.

(2) Roads and Streets: Road and street infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's design standards, and City's master plans, as may be amended.

In general, the City will acquire control of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and related facilities, such as traffic control devices, within the City limits will be governed by the City's standard policies and procedures.

(3) Street Lighting: Street lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.

Section 3. Schedule of Services

In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Agreement and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 4. Level of Service

Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City of Corpus Christi will provide services to the newly annexed area in a manner that is similar in type, kind, quantity, and quality of service presently enjoyed by the citizens of the City of Corpus Christi, Texas, who reside in areas of similar topography, land utilization and population density.

Section 5. Vested Rights Claims.

This Agreement is not a permit for the purposes of Texas Local Government Code Chapter 245.

Section 6. Effective Term

The term of this Agreement (the "Term") is ten (10) years from the Effective Date. This agreement is effective upon execution by the City.

Section 7. Force Majeure

In case of an emergency, such as force majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Agreement as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Agreement.

Section 8. Legal Construction.

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

Section 9. Amendment and Modifications.

This Agreement may be amended or modified only in a written instrument that is executed by both the City and the landowner or landowners after it has been authorized by the City Council.

Section 10. Effect of Future Laws.

No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 11. Venue and Applicable Law.

Venue for this Agreement shall be in Nueces County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 12. Counterparts.

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

Section 13. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by

written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Section 14. Binding Effect/Authority

This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each party further warrants that each signatory to this agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

CITY OF CORPUS CHRISTI

By: 
Peter Zahoni,
City Manager

Date: 2.8.23

LANDOWNER

By: 
Richard A. Voss
President
V2 Ventures, LLC

Date: 1/7/23

APPROVED AS TO FORM:


By: 
Buck Brice
Senior Assistant City Attorney
for the City Attorney

EXHIBIT A
METES AND BOUNDS



Job No. 43457.C1.00
September 21, 2021

141.66 Acre
Annexation Tract

STATE OF TEXAS
COUNTY OF NUECES

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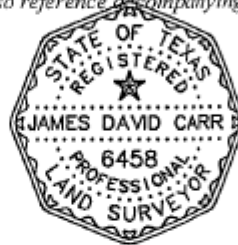
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URBAN ENGINEERING
James D. Carr
 James D. Carr, R.P.L.S.
 License No. 6458

EXHIBIT B ANNEXATION AREA MAP

