

**Ordinance annexing into the territorial limits of the City of Corpus Christi approximately 281 acres of land located in the area west of the Oso Creek and southeast of Farm-to-Market 43 and County Road 43.**

**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, subject to the laws of this state;

**WHEREAS**, offers of development agreements pursuant to Texas Local Government Code §43.016 have been made;

**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**, on November 19<sup>th</sup>, 2019, 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, for the consideration of annexation proceedings for the defined lands and territory, during which all persons interested in the annexations were allowed to appear and be heard;

**WHEREAS**, City Council finds that the territory now proposed to be annexed lies wholly within the extraterritorial jurisdiction of the City of Corpus Christi;

**WHEREAS**, City Council finds that the territory now proposed to be annexed abuts and is contiguous and adjacent to the City of Corpus Christi;

**WHEREAS**, City Council finds that the territory now proposed to be annexed 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.** That a 281.03-acre tract of land, more or less, described by metes and bounds and a survey map in Exhibit A and illustrated in Exhibit B, generally located to the south of FM 43, west of Oso Creek and east of County Road 43 is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi.

**SECTION 3.** That 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 4.** That the official map and boundaries of the City and its extraterritorial jurisdiction, previously adopted and amended, are amended to include the territories described in this ordinance as part of the City of Corpus Christi, Texas and as required by the City's Unified Development Code section 4.1.5 Newly Annexed Territory, the area shall be designated with an initial "FR" Farm-Rural District.

**SECTION 5.** That the City Manager or his 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 extra territorial jurisdiction to add the territory annexed as required by law.

**SECTION 6.** 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 7.** The City Secretary is hereby directed to file with the County Clerk of Nueces County, Texas, a certified copy of this ordinance.

**SECTION 8.** This ordinance is effective 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 \_\_\_\_\_, 2019, by the following vote:

Joe McComb \_\_\_\_\_

Michael Hunter\_\_\_\_\_

Roland Barrera \_\_\_\_\_

Ben Molina \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Everett Roy \_\_\_\_\_

Paulette M. Guajardo \_\_\_\_\_

Greg Smith \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_ day of \_\_\_\_\_ 2019, by the following vote:

Joe McComb \_\_\_\_\_

Michael Hunter\_\_\_\_\_

Roland Barrera \_\_\_\_\_

Ben Molina \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Everett Roy \_\_\_\_\_

Paulette M. Guajardo \_\_\_\_\_

Greg Smith \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Joe McComb  
Mayor

# EXHIBIT A - Metes & Bounds Description

## LEGAL DESCRIPTION

THE SURFACE ESTATE ONLY IN AND TO a tract of land described as the South One-Half of Section (6), Laureles Farm Tracts, as shown on the Map thereof recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, and being out of the "El Rincon De Corpus Christi" Ramon De Ynojosa Survey Abstract No. 411, Nueces County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Section 6, for the POINT OF BEGINNING and the southwest corner of this tract, said point being at the intersection of the centerline of two 40-foot wide dedicated roadways, one along the west boundary of Section 6 and the other along the south boundary of Section 6;

THENCE East along the south boundary of Section 6 and the centerline of said dedicated roadway a distance of 5167.81 feet to a point on the bank of the west margin of Oso Creek, for the southeast corner of this tract;

THENCE with the meanders of the bank of the west margin of Oso Creek as follows;

N 44 deg. 58' 22" W. 314.03 feet,

N 49 deg. 25' 53" W. 112.29 feet,

N 64 deg. 47' 50" W. 189.44 feet,

N 43 deg. 33' 05" W. 139.01 feet,

N 15 deg. 12' 46" W. 253.85 feet,

N 01 deg. 42' 21" W. 484.42 feet,

N 20 deg. 37' 25" E. 382.79 feet,

N 20 deg. 21' 36" E. 391.13 feet,

N 01 deg. 04' 51" W. 709.41 feet, to a point for the northeast corner of this tract;

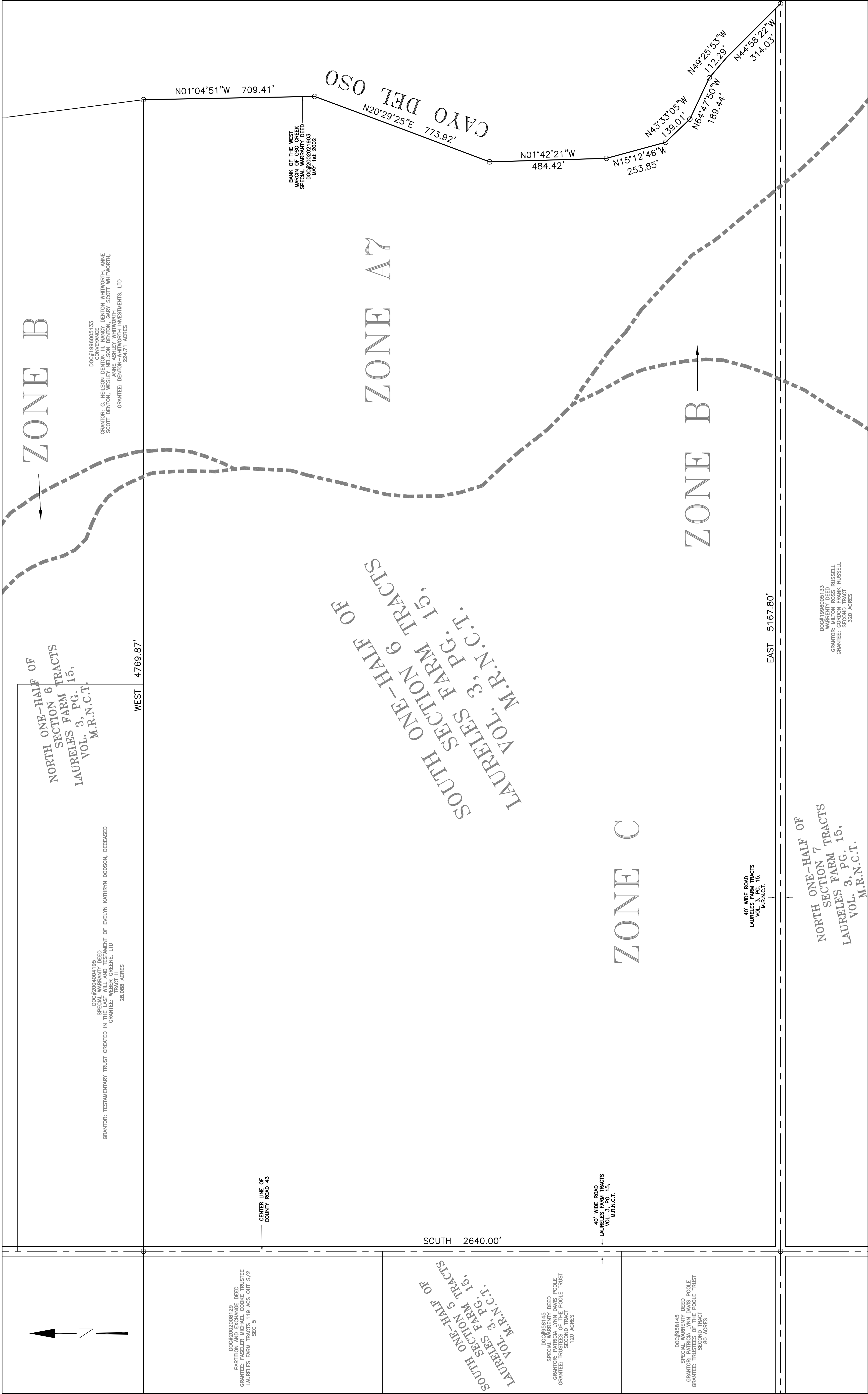
THENCE West, at 4749.87 feet past the east right-of-way line of a 40 foot wide dedicated roadway, and in all a distance of 4769.87 feet to a point on the centerline of said roadway and the west boundary of section 6 for the northwest corner of this tract;

THENCE South along the west boundary of Section 6 and the centerline of said roadway a distance of 2640.00 feet to the POINT OF BEGINNING forming a tract of land embracing 284.6048 acres, 3.5711 acres of which lie within the right-of-way of dedicated roadways, leaving a net area of 281.0337 acres.



LOCATION MAP  
NOT TO SCALE

EXHIBIT A



SCALE: 1"=200'

- NOTES**
- BACKGROUND PHOTO WAS GRAPHICALLY SCALED AND POSITIONED, PROVIDED BY GOOGLE EARTH
  - EXISTING ZONE IS APPROXIMATE AND NOT TO BE USED FOR ANY PURPOSES POSITIONED, PROVIDED BY FEMA

**AREA**

GROSS	284.604 ACRES
R.O.W.	3.517 ACRES
NET	281.033 ACRES

THIS SURVEY WAS PREPARED WITHOUT ANY TITLE RESEARCH AND WITHOUT ANY ON THE GROUND FIELD VERIFICATION AND SHALL NOT BE USED FOR ANY TRANSFER OF REAL PROPERTY AS THIS SURVEY WAS SOLELY PREPARED FOR THE PURPOSE OF LOCATING THIS PROPERTY WITH A PROVIDED METES AND BOUNDS DESCRIPTION RECORDED UNDER CLERK'S DCC#202021903 TO ASSIST WITH THE PROCESS OF ANNEXATION.

THIS TRACT OF LAND DESCRIBED AS THE SOUTH ONE-HALF OF SECTION (3), LAURELES FARM TRACTS AS SHOWN ON THE MAP THEREOF RECORDED IN VOLUME 3, PAGE 15, IN THE MAP RECORDS OF NUECES COUNTY, TEXAS

THIS IS THE 17th DAY OF OCTOBER 2019.



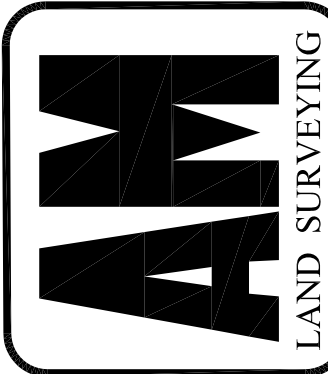
AM LAND SURVEYING  
ARTURO MEDINA  
REGISTERED PROFESSIONAL LAND SURVEYOR 6669

AM LAND SURVEYING

phone: (361) 333-6317  
P.O. Box 71094

Corpus Christi, Tx. 78467  
Firm Registration # 10194360

e-mail: amlandsurveying@yahoo.com





# Exhibit B



**City of  
Corpus Christi**

**Print Date: 09/25/2019**

*Exhibit A - Annexation Area*  
= 281.03 acres



1 inch = 1,000 feet





**MUNICIPAL SERVICE PLAN AGREEMENT  
FOR THE KING'S LAKE PHASE 2 SUBDIVISION**

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and John C. Tamez ("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 281.0337 acres of land situated in Nueces County, Texas, as specifically described in Exhibit "A" ("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. Improvements are needed to County Road 43 in order to serve the Subject property (King Lake Subdivision). Only a portion of County Road 43 is located within the annexation area. Responsibility for improvements to County Road 43 outside the annexation area will remain with Landowner or Landowner's developer and Nueces County.

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 contemplate 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**

**LANDOWNER(S)**

By:\_\_\_\_\_

Peter Zanoni,  
City Manager

By:\_\_\_\_\_

John C. Tamez

Date:\_\_\_\_\_

APPROVED AS TO FORM:

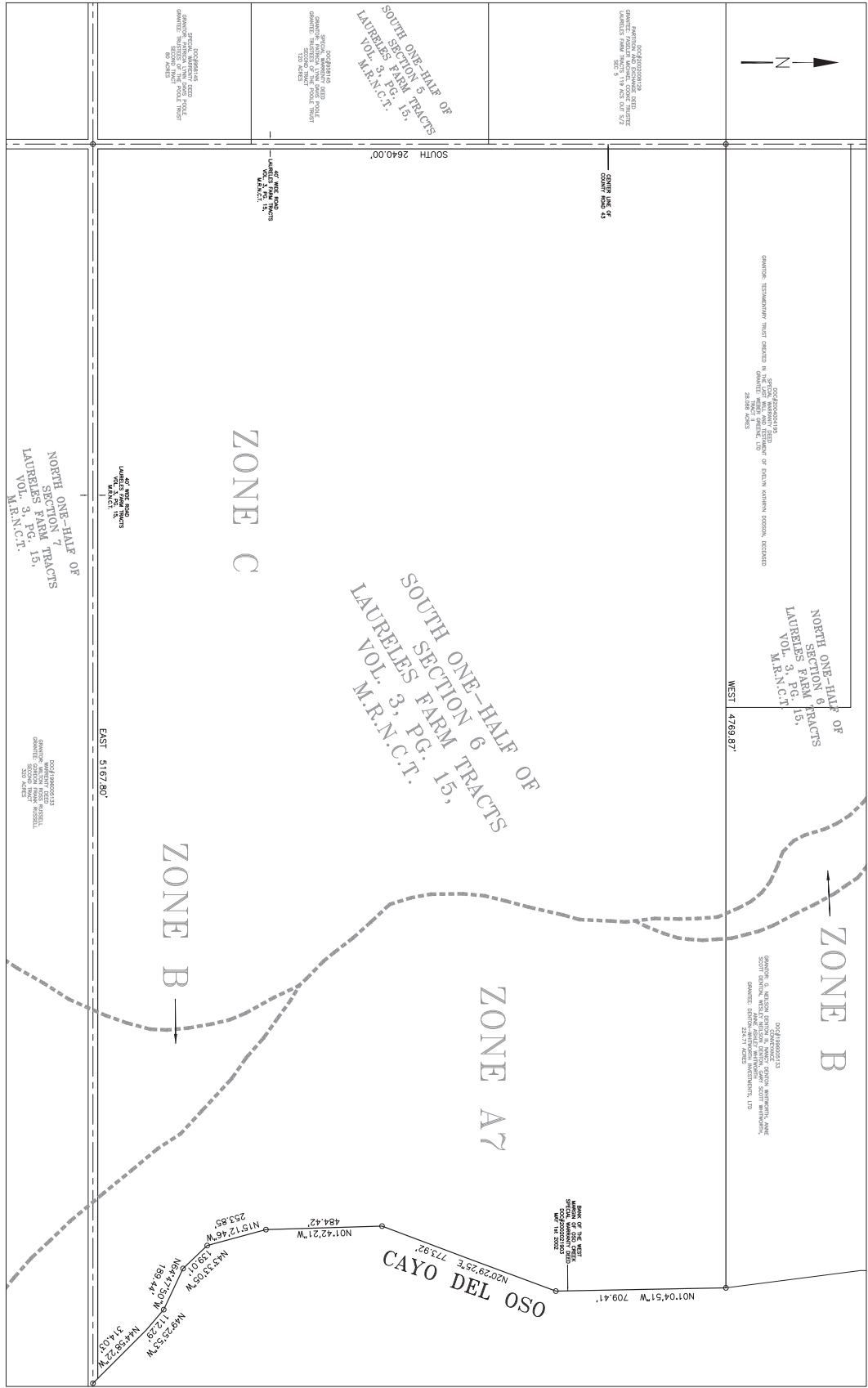
By:\_\_\_\_\_

Buck Brice  
Assistant City Attorney  
for the City Attorney





LOCATION MAP  
NOT TO SCALE



NOTES

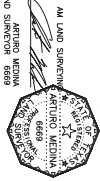
1. THE SURVEY WAS PERFORMED WITHOUT ANY TITLE RESEARCH AND WITHOUT ANY OF THE GRUNDIG FIELD VERIFICATION AND SHALL NOT BE USED FOR ANY TRANSFER OF REAL PROPERTY AS THIS SURVEY DOES NOT CONSTITUTE A TITLE SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY UNRECORDED INTERESTS IN THE LAND DESCRIBED HEREIN.

2. THE TRACT OF LAND DESCRIBED AS THE SOUTH ONE-HALF OF SECTION (6), LAURELES FARM VOL. 3, PG. 15, IS THE 17th DAY OF OCTOBER 2019.

AREA

GROSS 224.654 ACRES  
NET 281.013 ACRES

REGISTERED PROFESSIONAL LAND SURVEYOR 6669



AK LAND SURVEYING

phone: (860) 333-6317  
P.O. Box 71094  
Corpus Christi, TX 78467  
Email: arturo@aklandsurveying@yahoo.com







## City of Corpus Christi

**Print Date: 09/25/2019**

*Exhibit A - Annexation Area*  
= 281.03 acres



1 inch = 1,000 feet

