

ORDINANCE NO. 14,847

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 23.39 ACRES OF LAND IN HARRIS COUNTY, TEXAS, INCLUDING 20.82 ACRES OF PRIVATELY-OWNED LAND ALONG THOMPSON ROAD NORTH OF ELLIS SCHOOL ROAD, ALONG WITH APPROXIMATELY 2.57 ACRES BEING THE ENTIRE WIDTH OF THOMPSON ROAD RIGHT-OF-WAY EXTENDING NORTH APPROXIMATELY 1,879 FEET FROM THE CURRENT CITY LIMITS TO THE NORTHERN END OF THE SUBJECT PROPERTY, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the property described in Section 2 of this ordinance, were held during the City Council meetings on the 9th day of September, 2021, and the 23rd day of September, 2021, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notices of the first and second public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on the 29th day of August, 2021, and on the 9th day of September, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's website on the 5th day of August, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's notice board on the 26th day of August, 2021, and on the 8th day of September, 2021; and

WHEREAS, each notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2021, was 43.637 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 82,017 inhabitants; and

WHEREAS, the below-described property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, the City Council of the City of Baytown finds that completely surrounding such area is in the public interest; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code Annotated §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby approved and is attached hereto as Exhibit "B," and is incorporated herein by this reference for all intents and purposes.

Section 5: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 23rd day of September, 2021.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

INTRODUCED, READ and PASSED on the SECOND AND FINAL READING this the 14th day of October, 2021.

BRANDON CAPETILLO, MAYOR

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

DESCRIPTION

THIS MAP WAS PREPARED BY THE SURVEYOR FROM THE DATA FURNISHED BY THE CLIENT AND THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE EXISTING RECORDS. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNLAWFUL ACTS OR OMISSIONS THAT MAY AFFECT THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNLAWFUL ACTS OR OMISSIONS THAT MAY AFFECT THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNLAWFUL ACTS OR OMISSIONS THAT MAY AFFECT THE PROPERTY.

GENERAL NOTES

1. THIS SURVEY WAS MADE FROM THE DATA FURNISHED BY THE CLIENT AND THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE EXISTING RECORDS. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY UNLAWFUL ACTS OR OMISSIONS THAT MAY AFFECT THE PROPERTY.

SURVEYOR'S CERTIFICATION

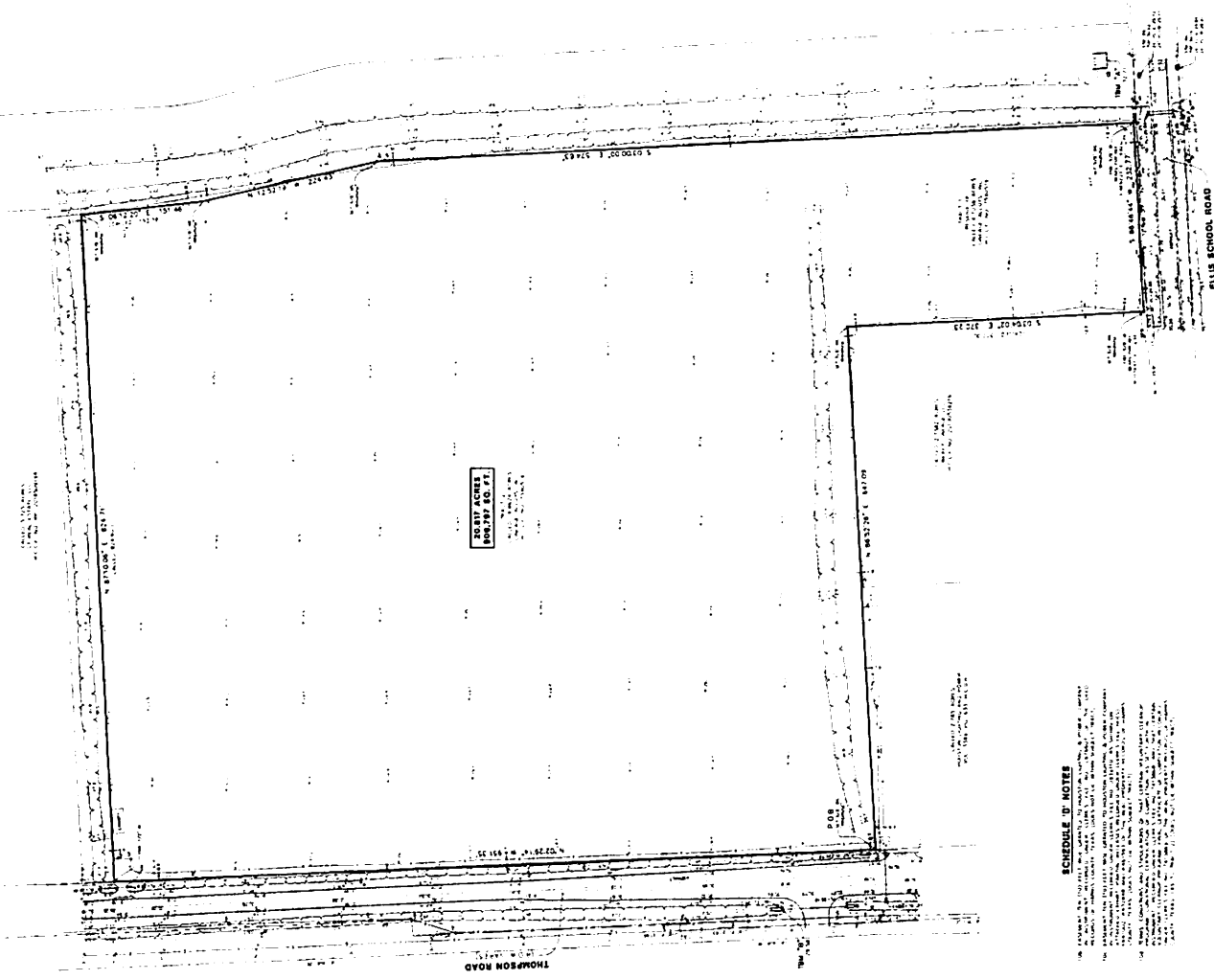
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.



WINDROSE
 SURVEYING & ENGINEERING, INC.
 1100 W. MONROE STREET, SUITE 100
 CHICAGO, ILLINOIS 60606
 (773) 327-1100

LANDS THE AREA DESCRIBED HEREIN ARE PART OF
 20777 ACRES OF LAND OWNED BY THE
 STATE OF ILLINOIS, BEING
 WITHIN THE PUBLIC DOMAIN
 AND ARE SUBJECT TO THE
 RIGHTS OF THE STATE

NO.	DATE	BY	REVISION



NORTH

VICINITY MAP
 SCALE: 1" = 2000'

LEGEND

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

SCHEDULE 'D' NOTES

1. THIS SURVEY WAS MADE FROM THE DATA FURNISHED BY THE CLIENT AND THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE EXISTING RECORDS. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS AFFECTING THE PROPERTY.

FIRM
 FLOOD INSURANCE RATE MAP
 FIRM NUMBER
 FIRM REVISION
 FIRM DATE

FLOOD INFORMATION

REVISIONS

NO.	DATE	BY	REVISION

Exhibit "B"

Services Agreement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Pete Franks, (the "Owner") owns the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:
 - a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.
 - b. Police. The City, through its Police Department, will provide law enforcement services to the Property.
 - c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.
 - d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.
 - e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.
2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

3. Remedies. Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

(a) Notice. Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

City of Baytown
Attn: City Manager
2401 Market Street
Baytown, Texas 77520

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

- (b) Severability. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.
- (c) Non-waiver. This Agreement may be enforced by any 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.
- (d) Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.
- (e) Headings. The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.
- (g) Venue. Venue for this Agreement shall be in Harris County, Texas.
- (h) Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.
- (i) Complete Agreement. This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.
- (j) Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- (k) Authority. The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers executing this

Agreement on behalf of the Owner hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Entered into this ____ day of _____, 2021.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

OWNER

Pete Franks

Pete Franks

STATE OF TEXAS §
COUNTY OF HARRIS §

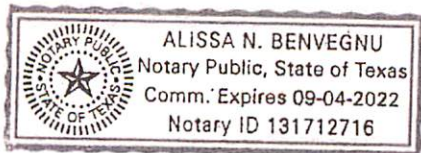
Before me, Pete Franks, the undersigned notary public, on this day personally appeared _____,

- known to me
- proved to me on the oath of _____ or
- proved to me through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of August, 2021.



[Signature]

Notary Public, State of Texas



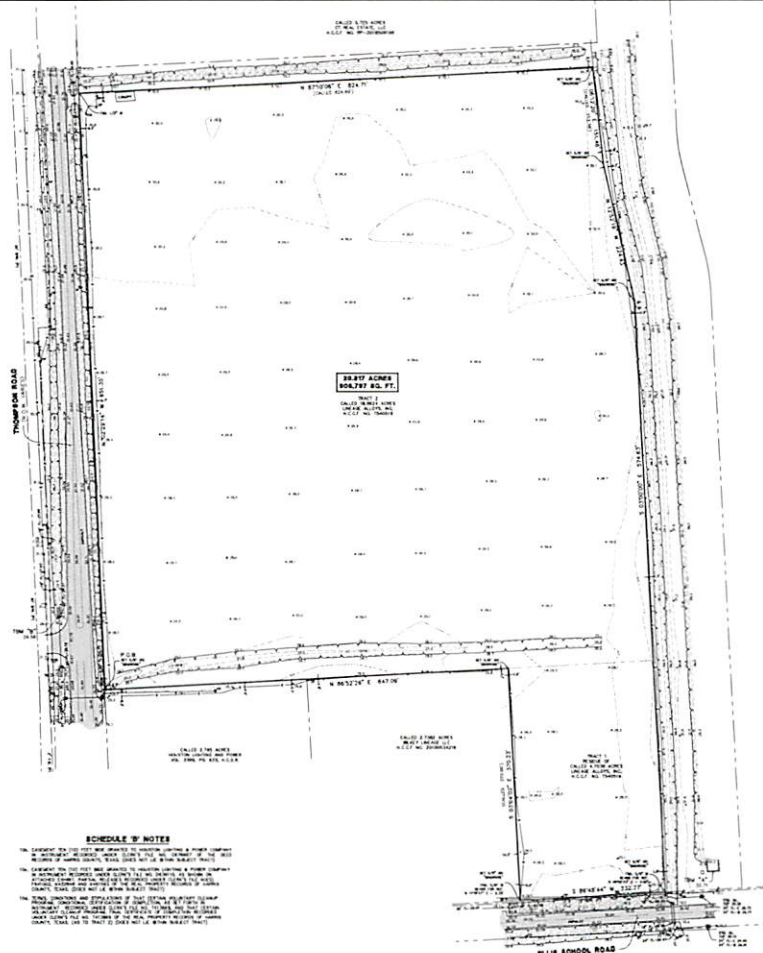
HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'

BENCHMARK - 243 PUBLISHED ELEVATION - 28.39
NO. OF SURVEY STATIONS - 12
TEMPORARY BENCHMARK "A" ELEVATION - 12.77
TEMPORARY BENCHMARK "B" ELEVATION - 23.23
TEMPORARY BENCHMARK "C" ELEVATION - 23.23



LEGEND

Symbol	Description
...	...



DESCRIPTION

1. THIS IS A SURVEY OF THE LAND SHOWN ON THE ATTACHED MAP AND THE BOUNDARIES THEREOF. THE SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ACCURATELY REPRESENTS THE ACTUAL BOUNDARIES AND AREA OF THE LAND SHOWN THEREON.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 181, SUBCHAPTER B, ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

GENERAL NOTES

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 181, SUBCHAPTER B, ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

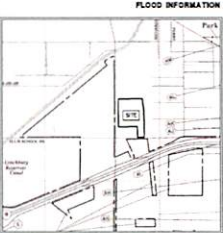
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

SURVEYOR'S CERTIFICATION

I, **[Signature]**, a duly licensed Professional Engineer in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached map and that the same was made in accordance with the provisions of the laws of the State of Texas.

[Signature] 1/13/2017



FIRM

FLOOD INSURANCE RATE MAP

HARRIS COUNTY, TEXAS

APRIL 10 OF 1986

Zone	Rate
...	...

MAP NUMBER: 48310CA04M
MAP REVISED: JANUARY 6, 2017

SCHEDULE 'B' NOTES

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 181, SUBCHAPTER B, ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS, COMPILATION, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS.

REVISIONS

DATE	REVISION	BY

WINDROSE

LAND TITLE AND SURVEYING

20177 ACRES / 904797 SQUARE FEET

SITUATED IN THE

WILLIAMSBURG SURVEY

ARLICK #1 NO. 336

HARRIS COUNTY, TEXAS

FILED BY: **[Signature]** CHECKED BY: **[Signature]** JOB NO: 00000

DATE: 01/13/2017 SHEET NO. 1 OF 1

