

ORDINANCE NO. 44-2021

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUIOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, on May 27, 2021, the property owner of approximately 27 acres of property filed a petition for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit A, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A," attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned RS-6, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. An Annexation Services Agreement for the annexed territory, attached as Exhibit "B" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 12th day of August, 2021.


A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 2021, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 26th day of August, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 26th day of August, 2021.

ATTEST:

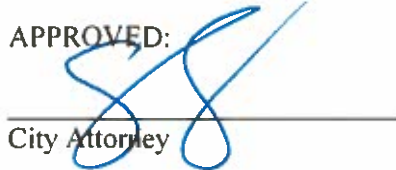


City Secretary



Mayor

APPROVED:



City Attorney



EXHIBIT "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND HSH VENTURES LLC

This Municipal Services Agreement ("Agreement") is entered into on this the ____ day of _____, 2021, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and HSH Ventures LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 27 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated May 27, 2021;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

By:

Title:

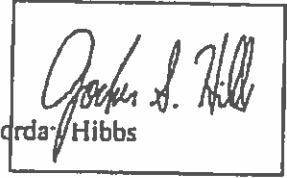
OWNER

By: HSH Ventures, LLC – *Jordan Hibbs*

Title: Member/Authorized Representative

Address: 2326 Biltmore Ct.
Abilene, TX 79606

Phone Number: 325-370-7361

A rectangular box containing a handwritten signature in black ink that reads "Jordan S. Hibbs".

ATTEST:

City Secretary

ATTEST: (If Corporation)

Katy Hibbs *Katy Hibbs*
Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By:
City Attorney