

ORDINANCE 2020-12-10-0903

AUTHORIZING THE RELEASE OF APPROXIMATELY 141.5 ACRES OF REAL PROPERTY, FROM THE CITY OF SAN ANTONIO EXTRATERRITORIAL JURISDICTION TO THE CITY OF SCHERTZ WITH THE SUBJECT PROPERTY BEING LOCATED GENERALLY NORTH OF LOOKOUT ROAD, EAST OF E. EVANS ROAD, SOUTH OF FM 2252 (NACOGDOCHES ROAD), AND WEST OF DOERR LANE IN COMAL COUNTY, TEXAS AND EXECUTION OF ASSOCIATED AGREEMENT.

* * * * *

WHEREAS, the City of Schertz requested the release of approximately 141.5 acres (“Subject Property”), generally located north of Lookout Road, east of E. Evans Road, south of FM 2252 (Nacogdoches Road), and west of Doerr Lane, from the extraterritorial jurisdiction (ETJ) of the City of San Antonio; and

WHEREAS, the area of the proposed ETJ release is generally located north of Lookout Road, east of E. Evans Road, south of FM 2252 (Nacogdoches Road), and west of Doerr Lane, as depicted in Map and further described in metes and bounds in **Exhibits “A” and “B”** attached herein; and

WHEREAS, the Texas Local Government Code authorizes adjacent municipalities to seek the release of territory from another municipality’s existing ETJ with written consent from the releasing municipality’s governing body; and

WHEREAS, the City of San Antonio and the City of Schertz have negotiated an Extraterritorial Jurisdiction Agreement with conditions regarding the release and is attached herein as **Exhibit “C”**; and

WHEREAS, the proposed ETJ agreement includes a 50 percent revenue sharing provision of Schertz’s ad valorem, sales and use taxes, and franchise fees from the Subject Property to the City of San Antonio, to be paid annually over the next 30 years; and

WHEREAS, the proposed ETJ boundary adjustment from San Antonio to the City of Schertz will provide more logical planning boundaries; uniform regulations, service delivery and capital improvements to the Subject Property, which is consistent with the City of San Antonio’s Annexation Policy; and

WHEREAS, the City of San Antonio recognizes the need for its regional partner cities to remain economically viable in support of the overall economic health of the region; and

WHEREAS, the City of San Antonio Planning Commission held a public hearing on November 18, 2020, and recommended approval of the proposed ETJ release and associated agreement;
NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

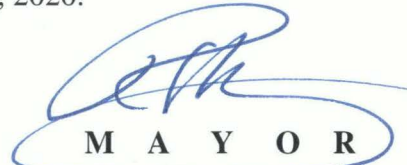
SECTION 1. The property containing approximately 141.5 acres, depicted in **EXHIBIT "A"** and more particularly described in the metes and bounds in **EXHIBIT "B"** and the associated ETJ agreement in **Exhibit "C"** attached hereto and incorporated herein for all purposes, is hereby released from the Extraterritorial Jurisdiction of the City of San Antonio to the City of Schertz.

SECTION 2. The City Manager or designee is hereby authorized to enter into and execute an Extraterritorial Jurisdiction Agreement with the City of Schertz for the release of 141.5 acres to the City of Schertz. The Extraterritorial Jurisdiction Agreement is attached hereto and incorporated as **Exhibit C**.


SECTION 3. The ETJ Agreement provides that the City of Schertz will remit 50 percent of ad valorem, sales and use taxes and franchise fees from the Subject Property, beginning the date of annexation and continuing for a period of thirty (30) years; and the City of Schertz paid for the surveying work related to producing boundary descriptions for the released area and geographical information system (GIS) work to produce GIS shapefiles and maps. Schertz will reimburse San Antonio for the recording of the ETJ agreement in the Comal County Real Property Records.

SECTION 4. This Ordinance will be effective immediately upon passage of this Ordinance.

PASSED AND APPROVED on this 10th day of December, 2020.



M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney
for



City of San Antonio

City Council

December 10, 2020

Item: 29

Enactment Number:

File Number: 20-6591

2020-12-10-0903

Ordinance approving the release of 141.5 acres, generally located to north of Lookout Road, east of Evans Road, south of Nacogdoches Road-FM 2252, and west of Doerr Lane in Comal County, from the City of San Antonio Extraterritorial Jurisdiction to the City of Schertz and an associated agreement. [Roderick Sanchez, Assistant City Manager; Bridgett White, Director, Planning].

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

SG/ml
12/10/2020
Item No. #29

EXHIBIT “A”

MAP

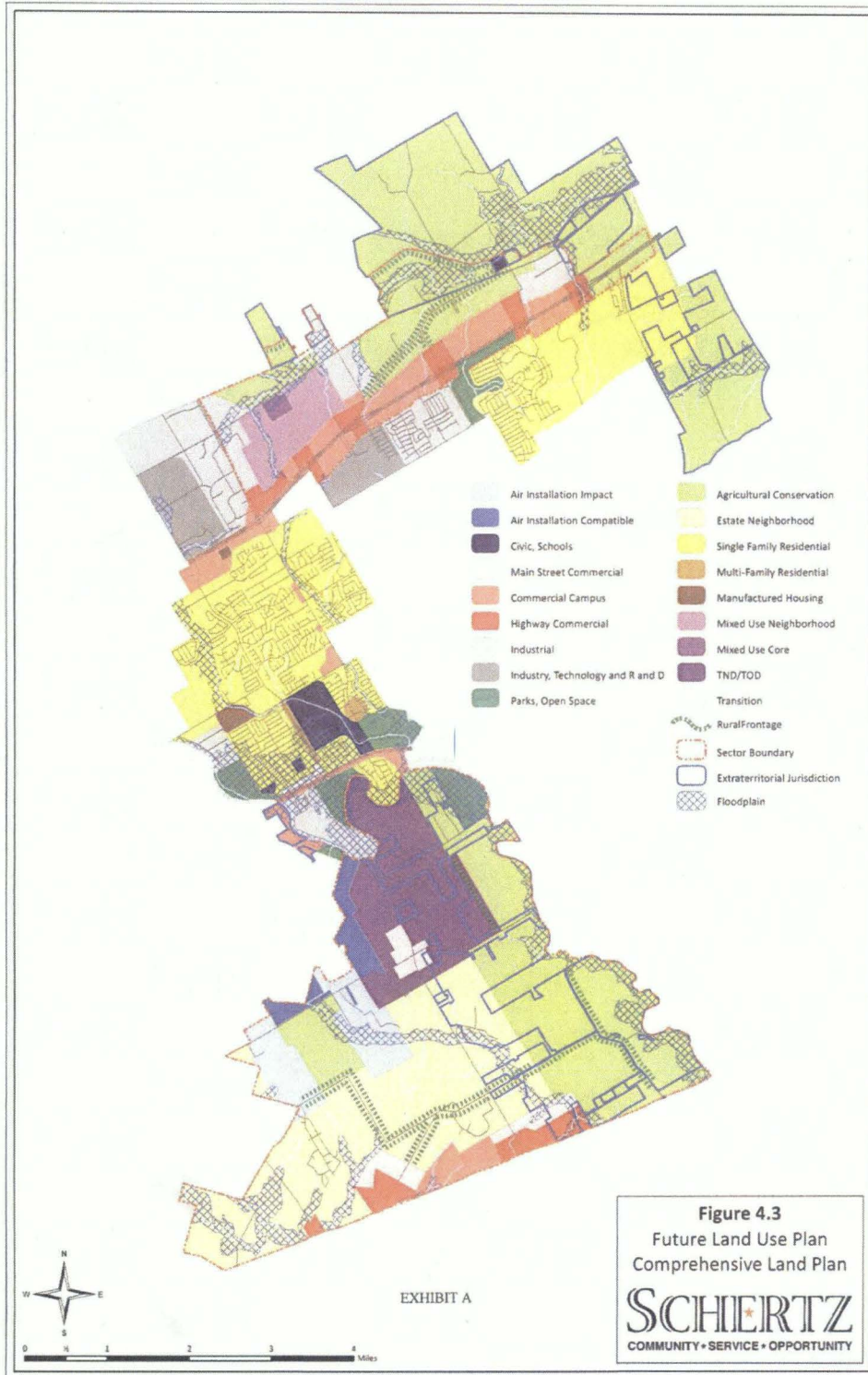
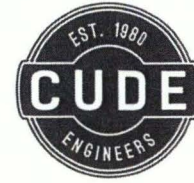


Figure 4.3
 Future Land Use Plan
 Comprehensive Land Plan
SCHERTZ
 COMMUNITY • SERVICE • OPPORTUNITY

SG/ml
12/10/2020
Item No. #29

EXHIBIT “B”

FIELD NOTES



LEGAL DESCRIPTION
141.494 ACRES OF LAND

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

THENCE, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

THENCE, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

THENCE, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

THENCE, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

THENCE, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

THENCE, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, 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 creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

James W. Russell 9/23/20

James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPELS Firm No. 10048500
TBPE Firm No. 455
Job No. 03227-007

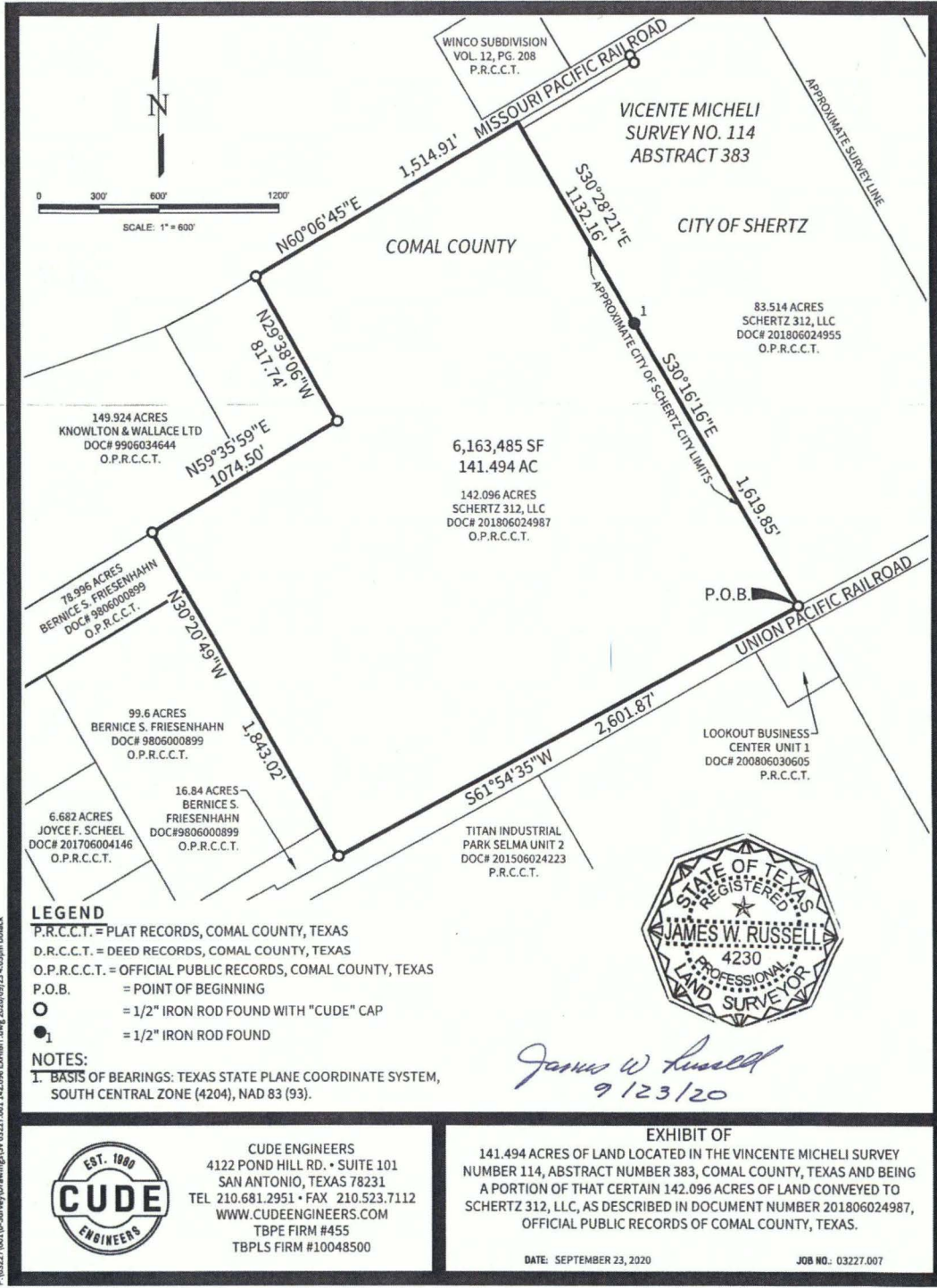


CUDE ENGINEERS
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPLS NO. 10048500



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REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS PRIOR TO CONSTRUCTION.

SG/ml
12/10/2020
Item No. #29

EXHIBIT “C”

ETJ RELEASE AGREEMENT

CITY OF SAN ANTONIO - CITY OF SCHERTZ

EXTRATERRITORIAL JURISDICTION AGREEMENT

This Extraterritorial Jurisdiction Agreement is effective on the date set forth in Article V hereof (this "Agreement") and is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("San Antonio"), acting by and through its City Manager pursuant to Ordinance No. _____, and the City of Schertz, a Texas Municipal Corporation ("Schertz"), acting by and through its City Manager pursuant to Resolution No. 20-R-83.

WITNESSETH:

WHEREAS, Schertz has requested that San Antonio release from its extraterritorial jurisdiction an area of approximately 141.5 acres (the Subject Property described below) so that it may incorporate such area into the extraterritorial jurisdiction of Schertz; and

WHEREAS, San Antonio and Schertz each have all requisite municipal corporate power and authority to enter into an Agreement for performance of all of their relative obligations under such Agreement; and

WHEREAS, the execution and performance by City of this Agreement has been duly authorized by City Resolution, and except for the additional approval of the Owners, no consent or approval of any other person is required, including, without limitation, any governmental authority; and

WHEREAS, incorporation of this area into the extraterritorial jurisdiction of Schertz would allow Schertz to annex the Subject Property; and

WHEREAS, both municipalities are desirous of entering into this Agreement to permit this arrangement;

THE PARTIES AGREE AS FOLLOWS:

I. General Terms and Conditions

- A. San Antonio releases from its extraterritorial jurisdiction and relinquishes control over an area containing approximately 141.5 acres of land located generally north of Lookout Road, generally south of FM 2252, generally east of Evans Road and generally west of Doerr Lane and more particularly described by metes and bounds and the map attached hereto as **Exhibit A** and incorporated herein for all purposes ("Subject Property"). San Antonio shall take such further and additional action as Schertz may reasonably request to evidence the release of the Subject Property from its extraterritorial jurisdiction.
- B. Schertz will promptly incorporate the Subject Property into its extraterritorial jurisdiction.

- C. Upon bringing the Subject Property into its extraterritorial jurisdiction, Schertz agrees that it will do the following:
1. Extend a land use plan to the Subject Property compatible with the adjacent land in the City of Schertz, as per the City of Schertz Future Land Use Plan, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes, allowing for Industrial and Industrial, Technology and R and D;
 2. Prohibit new billboards from being erected on the Subject Property except in accordance with the City's Unified Development Code (the "Schertz's UDC");
 3. Extend Schertz's subdivision regulations to the Subject Property in accordance with the Schertz UDC;
 4. Extend Schertz's tree ordinance to the Subject Property, which must protect existing significant and heritage trees, in accordance with Schertz's UDC;
 5. Extend Schertz's landscape ordinance to the Subject Property, which must require planting of additional trees in new commercial and residential developments, in accordance with Schertz's UDC;
 6. Initiate annexation proceedings as to the Subject Property within three (3) months of the effective date of this agreement and prosecute such proceedings diligently to conclusion;
 7. Provide services and regulations to the Subject Property as required by Chapter 43 of the Texas Local Government Code; and
 8. The City of Schertz will remit to the City of San Antonio 50% of sales, use, ad valorem taxes, and franchise fees collected by the City of Schertz for the Subject Property beginning upon the first effective date of annexation by the City of Schertz for a period of 30 years.

City of Schertz will calculate the city portion of sales taxes and pay such amounts to the City of San Antonio within 60 days of receipt by the City of Schertz. Such payments shall be accompanied by all original information received by the City of Schertz with the collection of the taxes and a calculation of how the city's portion was split and shall be submitted to the San Antonio Finance Department with a copy to the Director of the Department of Planning. The City of San Antonio shall have the right to audit or to cause its outside auditors to audit, at the City of San Antonio's expense, the books and records of the City of Schertz to determine the City of Schertz's taxes from the Annexed Area.

9. Schertz shall file for record a copy of this Agreement within the Subject Property affected by this Agreement in the Real Property Records of Comal County, Texas.

D. This Agreement is void and the Subject Property shall revert back to San Antonio's extraterritorial jurisdiction automatically, without action by either party, if Schertz fails to conclude the annexation proceedings by December 31, 2021 the City of San Antonio has the right to re-enter the Subject Property, taking it back into San Antonio's extraterritorial jurisdiction by filing a written declaration of re-entry in the Official Records of Real Property of Comal County, Texas.

II. SubjectSeverability

A. If for any reason, any one or more paragraphs of this Agreement is held invalid, such determination shall not affect, impair, or invalidate the remaining paragraphs of this Agreement but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Agreement held invalid, and invalidity of any section, sentence, clause, or parts shall not affect, impair, or prejudice in any way the validity of the remainder of this Agreement in any instance.

B. This Agreement and the exhibits to this Agreement supersede any and all other prior or contemporaneous agreements, oral or written, among the parties with respect to the matters addressed in this Agreement.

III. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Texas.

IV. Notices

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

IF TO THE CITY OF SAN ANTONIO:	
City of San Antonio Planning Department Attn: Director P.O. Box 839966 San Antonio, Texas 78283-3966	
With a copy to:	

City of San Antonio
Office of the City Attorney
 Attn: City Attorney
 P.O. Box 839966
 San Antonio, Texas 78283-3966

Office of the City Clerk
 Attn: City Clerk
 P.O. Box 839966
 San Antonio, Texas 78283-3966

IF TO THE CITY OF SCHERTZ:

City of Schertz
 1400 Schertz Parkway
 Schertz, Texas 78154
 Attn: City Manager

With a copy to:

Denton Navarro Rocha Bernal & Zech
 Attn: Dan Santee
 2517 North Main Avenue,
 San Antonio, Texas 78212

V. Effective Date

This Agreement is effective on the effective date of the later of the Ordinance of the City of San Antonio and the Resolution of the City of Schertz authorizing this Agreement, in each case as indicated by the date following the signature of each City Manager below.

[Remainder of page intentionally left blank.]

IN WITNESS OF WHICH this Agreement has been executed in triplicate.

CITY OF SCHERTZ

By: Mark Browne

Title: City Manager

Date: 11/23/20

STATE OF TEXAS

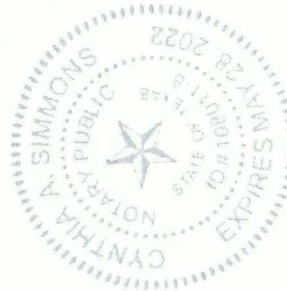
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COUNTY OF GUADALUPE

This instrument was acknowledged before me on ^{November} ~~October~~ 23, 2020, by Mark Browne, City Manager of the City of Schertz, a Texas municipal corporation, on behalf of said corporation.

Cynthia A. Simmons
Notary Public, State of Texas

My Commission expires: 5-28-2022



CITY OF SAN ANTONIO

By: _____

Attest: _____

Title: _____

Title: _____

Date: _____

STATE OF TEXAS

§

COUNTY OF BEXAR

§

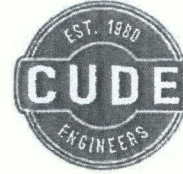
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This instrument was acknowledged before me on _____ by _____, City Manager of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission expires: _____

Exhibit A



**LEGAL DESCRIPTION
141.494 ACRES OF LAND**

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James W. Russell 7/23/20
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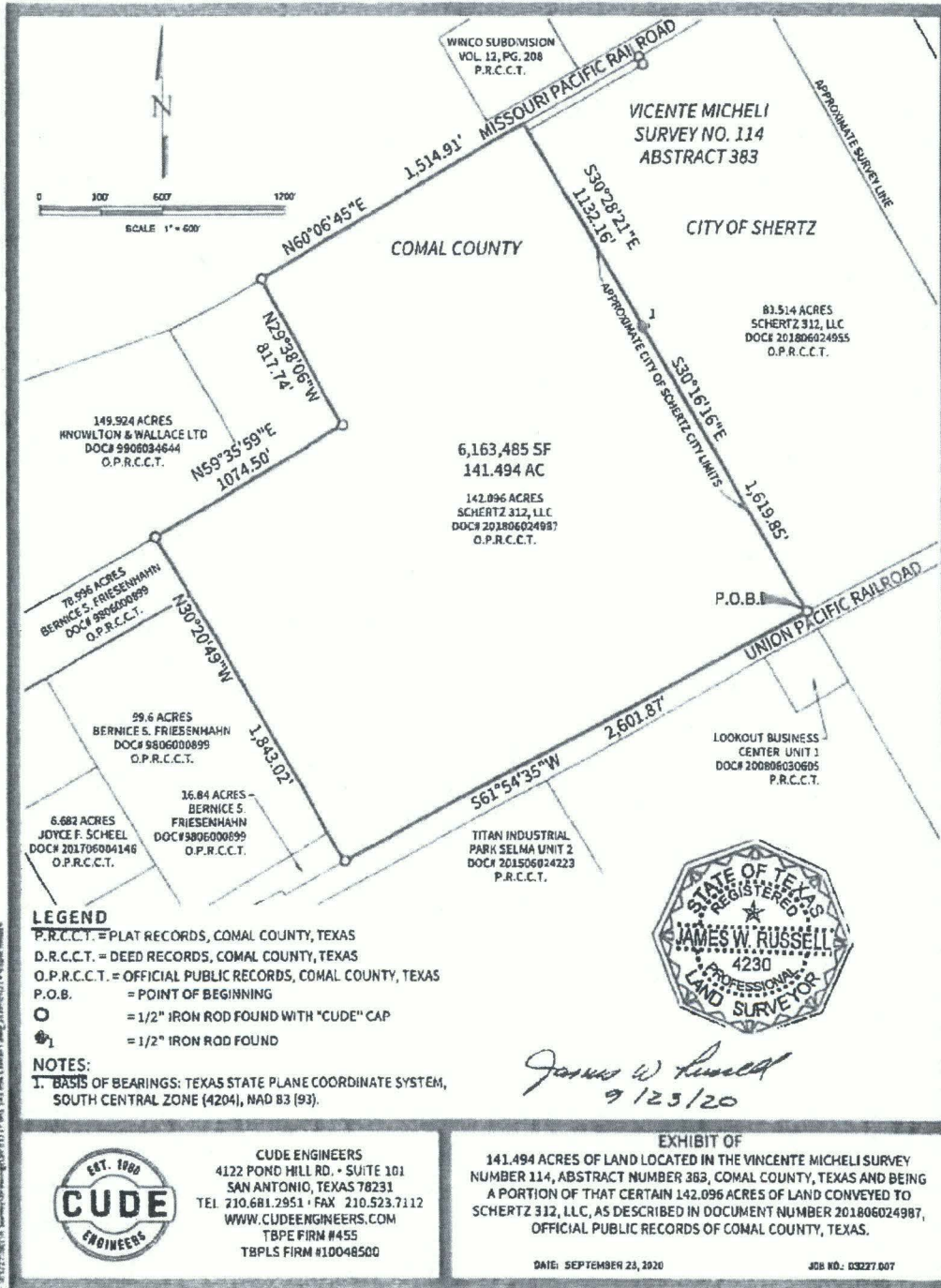


EXHIBIT B

Schertz Future Land Use Plan

See attached

