

ORDINANCE NUMBER 2022-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF PAYNE SPRINGS, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF PAYNE SPRINGS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL THE ACTS AND ORDINANCES OF SAID CITY.

WHEREAS, the City is authorized to annex territory in accordance with Texas Local Government Code §43.001, *et seq.*; and

WHEREAS, said territory proposed to be annexed is within the City's extraterritorial jurisdiction, is contiguous to the City and is one-half mile or less in width; and

WHEREAS, the City has received a petition (attached hereto as **Exhibit A**) in writing to annex the hereinafter described territory; and

WHEREAS, after holding a public hearing and hearing arguments for and against the same, the governing body has voted to annex said territory into the City under the authority of §43.0671 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PAYNE SPRINGS, TEXAS:

SECTION 1.

That the heretofore described property, more specifically described in **Exhibit B** attached to this Ordinance, is hereby annexed to the City of Payne Springs, Texas, and that the boundary limits of the City of Payne Springs be, and the same are hereby, extended to include the above-described territory within the City Limits of the City of Payne Springs, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants and owners

thereof shall hereinafter be entitled to all the rights and privileges of other citizens of the City of Payne Springs and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

SECTION 2.

That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state law and applicable annexation procedures, a certified copy of this Ordinance, and the petition requesting this annexation previously referenced herein.

SECTION 3.

Should the annexation of any property of this Ordinance be held unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect, impair or invalidate the annexation of any other property or portion of property thereof, which is included in and subject to this annexation Ordinance.

PASSED AND APPROVED by the City Council, City of Payne Springs, Texas, this ___15th___ day of ___February___, 2022.

APPROVED BY:



Andrea Miller, Mayor

ATTEST:



Beth Billings, City Secretary

ANNEXATION PETITION

To: The Mayor and City Council, City of Payne Springs, County of Henderson, Texas.


GREETINGS:

I, Jeremy Brandon, as the owner of the property described on the attached Exhibits "A" and "B" which adjoin the municipal limits and is not more than one half (1/2) mile in width, hereby petition the City Council to extend the present municipal limits so as to annex and include said property as described in Exhibits "A" and "B."

I am presenting this Petition seeking annexation of this property by the City of Payne Springs of my own volition and fully understand and acknowledge all consequences, legal and otherwise, associated with the annexation of the property.

Submitted and filed with the City Secretary of Payne Springs, Texas this 14 day of January, 2022.

PETITIONER:


Printed Name: Jeremy Brandon

STATE OF TEXAS

COUNTY OF HENDERSON

This instrument was acknowledged before me on the 14 day of January, 2022 by Jeremy Brandon




Notary Public, State of Texas



DEVELOPMENT APPLICATION

GENERAL INFORMATION		
Request is for a:	<input type="checkbox"/> Preliminary Plat <input checked="" type="checkbox"/> Final Plat <input type="checkbox"/> Minor Plat <input type="checkbox"/> Amending Plat <input type="checkbox"/> Replat	<input type="checkbox"/> New Site Plan <input type="checkbox"/> Site Plan Revision <input type="checkbox"/> Zoning Change <input type="checkbox"/> Zoning Variance <input type="checkbox"/> Zoning Appeal <input type="checkbox"/> ROW Abandonment <input type="checkbox"/> Easement Abandonment <input type="checkbox"/> Voluntary Annexation
Property Address: <u>Acres 26.012, Lot TR 19A, AB 59 J P BROWN SUR, TR 19A</u>		
Legal Description: <u>Acres 26.012, Lot TR 19A, AB 59 J P BROWN SUR, TR 19A</u>		
Present Zoning: <u>Unzoned</u> Requested Zoning: <u>N/A</u>		
Proposed Use: <u>Manufactured Homes - Residential Use</u>		
# of Lots Involved: <u>10</u> Total Acreage: <u>26.012</u>		
<p>Please provide any additional detail relating to your request:</p> <p>Eastlake Estates will be a manufactured home subdivision, with Clayton Homes of Fort Worth being the builder. All homes will be double wides, on a permanent foundation that will qualify for FHA & VA financing.</p>		

OWNER CONTACT INFORMATION
Property Owner(s): <u>Jeremy Brandon</u> Phone: <u>817-237-6706</u>
Mailing Address: <u>9900 Jacksboro Hwy</u> Alt. Phone: <u>405-593-0222</u>
City, State, Zip: <u>Fort Worth, TX 76135</u>
Email: <u>Jeremy.Brandon@Oakwoodhomes.com</u>

OWNER'S REPRESENTATIVE CONTACT INFORMATION (if applicable)
Representative: _____ Phone: _____
Mailing Address: _____ Alt. Phone: _____
City, State, Zip: _____
Email: _____

I understand that it is necessary for me, or my representative, to be present at the Planning and Zoning Commission or Zoning Board of Adjustment meeting when this request(s) is heard. I also understand that failure to appear at the meeting will result in the case being denied. I also understand that fees paid are not refundable. I acknowledge that all of the information provided in the application is true and correct to the best of my knowledge. Furthermore, I am the legal owner or lawful tenant of the property described in the application or, alternatively, that I am authorized to represent the owner(s)/tenant(s) of the property for which the certificate of occupancy is requested.

I have read and understand the supplemental information on the reverse side of this application.

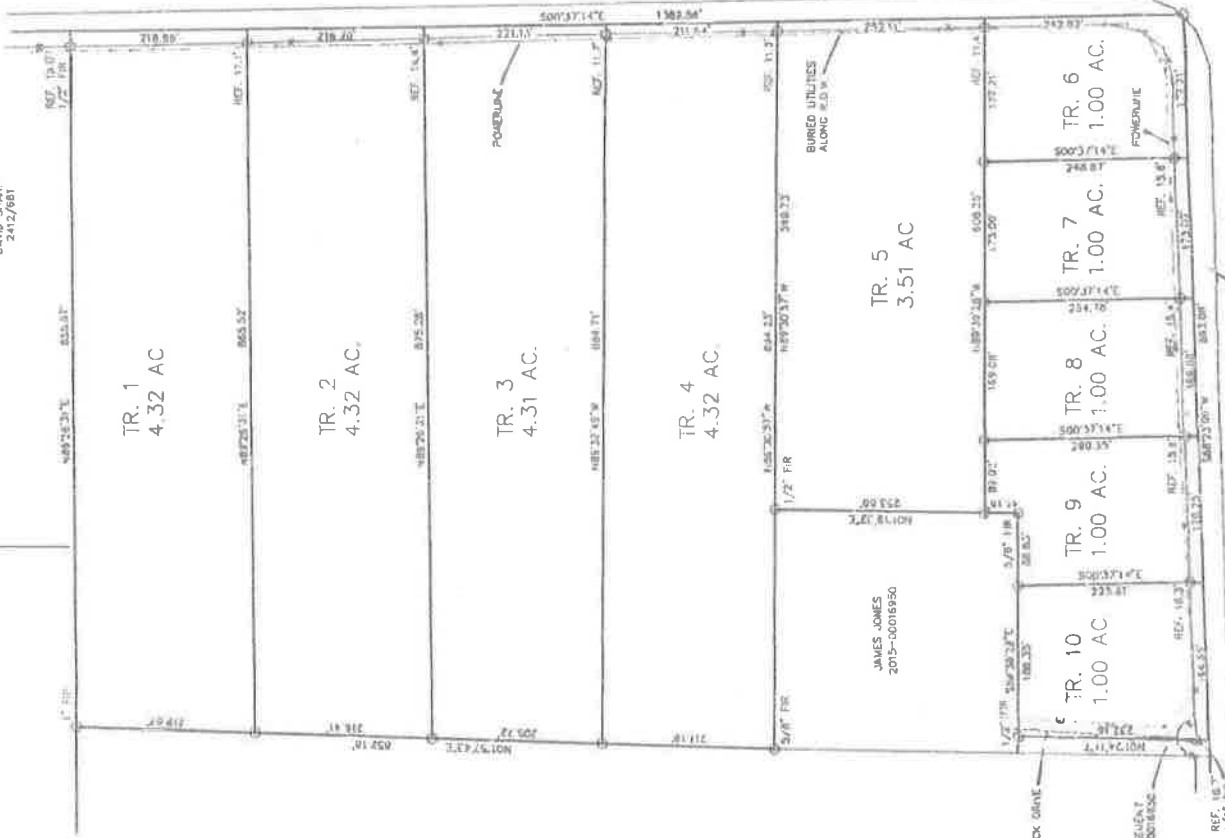
Signature: Date: 1-14-22

FOR OFFICE USE ONLY

App Complete?	Yes	No	Recvd by:	Date Recvd:	Permit #:
App Fee:			Payment Date:	Recvd By:	Receipt #:

FINAL PLAT EASTLAKE ESTATES PLAT OF 26.0124 ACRES 2021--00019242

DAVID SHARP
2412/661



COUNTY ROAD 2529

THAT CMH HOMES, INC. A TENNESSEE CORPORATION IS THE OWNER OF THE TRACT OF LAND SHOWN HEREON AND DOES HEREBY ADAPT THIS PLAT DESIGNATING THIS PROPERTY AS EASTLAKE ESTATES, HENDERSON COUNTY, TEXAS, AND DO HEREBY AS PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON.

JEREMY BRAKADON, GENERAL MANAGER
CMH HOMES, INC.

SUBSCRIBED AND SWORN TO BEFORE ME A NOTARY PUBLIC IN AND FOR HENDERSON COUNTY, TEXAS

THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

DRG INVESTMENTS LLC
2019--0001880

APPROVED BY THE COMMISSIONERS COURT OF HENDERSON COUNTY, TEXAS, THIS THE _____ DAY OF _____, 20____

COUNTY JUDGE

COUNTY CLERK

ACCEPTED BY PLANNING AND ZONING THIS
THE _____ DAY OF _____, 20____

CHAIRMAN

ACCEPTED BY THE CITY OF PAYNE SPRINGS THIS
THE _____ DAY OF _____, 20____

MAAYOR

CITY SECRETARY

SCALE: 1" = 100'
COUNTY RECORDATION
ACREAGE: SEE PLAT

SUPPLY: J.P. BROWN & SONS
2555 S. W. 10TH ST.
DALLAS, TEXAS 75210
PHONE: 972-255-1111

BEARY SURVEYING ASSOCIATES

205 NEW 134th ST. BLDG. 3
ARNDT, TEXAS 75230
(800) 975-2858

1-800-432-7670

THIS PLAT BEING RECORDED AND THE CITY OF PAYNE SPRINGS, TEXAS, HAS REVIEWED THE SAME AND APPROVES THE SAME FOR RECORDATION IN THE PUBLIC RECORDS OF HENDERSON COUNTY, TEXAS, AND DOES HEREBY CERTIFY THAT THE SAME COMPLY WITH ALL LAWS AND ORDINANCES OF SAID COUNTY AND CITY.

RECORDED IN THE PUBLIC RECORDS OF HENDERSON COUNTY, TEXAS, ON JANUARY 20, 2021.

NOTE: THIS PLAT WAS PREPARED WITHOUT THE ASSISTANCE OF A TITLE COMMITTEE. THE SIGNATURE OF THE NOTARY PUBLIC IS REQUIRED FOR THIS PLAT TO BE VALID. THIS PLAT IS NOT VALID UNLESS NOTED.

O = 1/2" SR UNLESS NOTED

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF PAYNE SPRINGS, TEXAS
AND Jeremy Brandon

This Municipal Services Agreement ("Agreement") is entered into on the _____ day of _____, 2022 by and between the City of Payne Springs, Texas, a general-law municipality of the State of Texas ("City") and Jeremy Brandon ("Owner"), collectively referred to herein as the "Parties."

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 43.0672 of the Texas Local Government Code permits the City to annex an area if the owner of the property requests the annexation; and

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

WHEREAS, Owner owns certain parcels of property situated in Henderson County, Texas, which consists of approximately 26.0124 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property"); and

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property; and

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; and

WHEREAS, this Agreement is subject to approval by the Payne Springs City Council.

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is more particularly described in the attached 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.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing

services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

- i. Police. The City’s Police Department will provide protection and law enforcement services.
 - ii. Planning, Zoning and Building. City will provide comprehensive planning, land development, land use and building review and inspection services in accordance with all applicable laws, rules and regulations.
 - iii. Streets. The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction.
 - iv. Solid Waste Services. The City will provide solid waste collection services in accordance with existing City ordinances and policies.
 - v. Code Compliance. City will provide enforcement and abatement relating to 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.
4. **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 the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 5. **SEVERABILITY.** If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability 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.
 6. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
 7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
 8. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
 9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

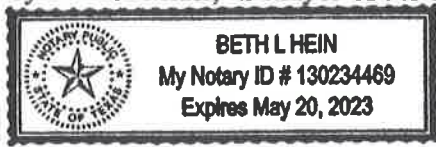
CITY OF PAYNE SPRINGS

By: Andrea Miller
Andrea Miller, Mayor

By: Jeremy Brandon
Name: Jeremy Brandon
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 15th day of February, 2022 by Andrea Miller, as Mayor of the City of Payne Springs, Texas.



Beth Hein
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Tarrant §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 10 day of February, 2022 by Jeremy Brandon.

Shelli Moots Wagner
Notary Public, State of Texas





DEVELOPMENT APPLICATION

GENERAL INFORMATION		
Request is for a:	<input type="checkbox"/> Preliminary Plat <input checked="" type="checkbox"/> Final Plat <input type="checkbox"/> Minor Plat <input type="checkbox"/> Amending Plat <input type="checkbox"/> Replat	<input type="checkbox"/> New Site Plan <input type="checkbox"/> Site Plan Revision <input type="checkbox"/> Zoning Change <input type="checkbox"/> Zoning Variance <input type="checkbox"/> Zoning Appeal <input type="checkbox"/> ROW Abandonment <input type="checkbox"/> Easement Abandonment <input type="checkbox"/> Voluntary Annexation
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Legal Description: Acres 26.012, Lot TR 19A, AB 59 J P BROWN SUR, TR 19A		
Present Zoning: <u>Unzoned</u> Requested Zoning: <u>N/A</u>		
Proposed Use: <u>Manufactured Homes - Residential Use</u>		
# of Lots Involved: <u>10</u> Total Acreage: <u>26.012</u>		
<p>Please provide any additional detail relating to your request:</p> <p>Eastlake Estates will be a manufactured home subdivision, with Clayton Homes of Fort Worth being the builder. All homes will be double wides, on a permanent foundation that will qualify for FHA & VA financing.</p>		

OWNER CONTACT INFORMATION
Property Owner(s): <u>Jeremy Brandon</u> Phone: <u>817-237-6706</u> Mailing Address: <u>9900 Jacksboro Hwy</u> Alt. Phone: <u>405-593-0222</u> City, State, Zip: <u>Fort Worth, TX 76135</u> Email: <u>Jeremy.Brandon@Oakwoodhomes.com</u>

OWNER'S REPRESENTATIVE CONTACT INFORMATION (if applicable)
Representative: _____ Phone: _____ Mailing Address: _____ Alt. Phone: _____ City, State, Zip: _____ Email: _____

I understand that it is necessary for me, or my representative, to be present at the Planning and Zoning Commission or Zoning Board of Adjustment meeting when this request(s) is heard. I also understand that failure to appear at the meeting will result in the case being denied. I also understand that fees paid are not refundable. I acknowledge that all of the information provided in the application is true and correct to the best of my knowledge. Furthermore, I am the legal owner or lawful tenant of the property described in the application or, alternatively, that I am authorized to represent the owner(s)/tenant(s) of the property for which the certificate of occupancy is requested.

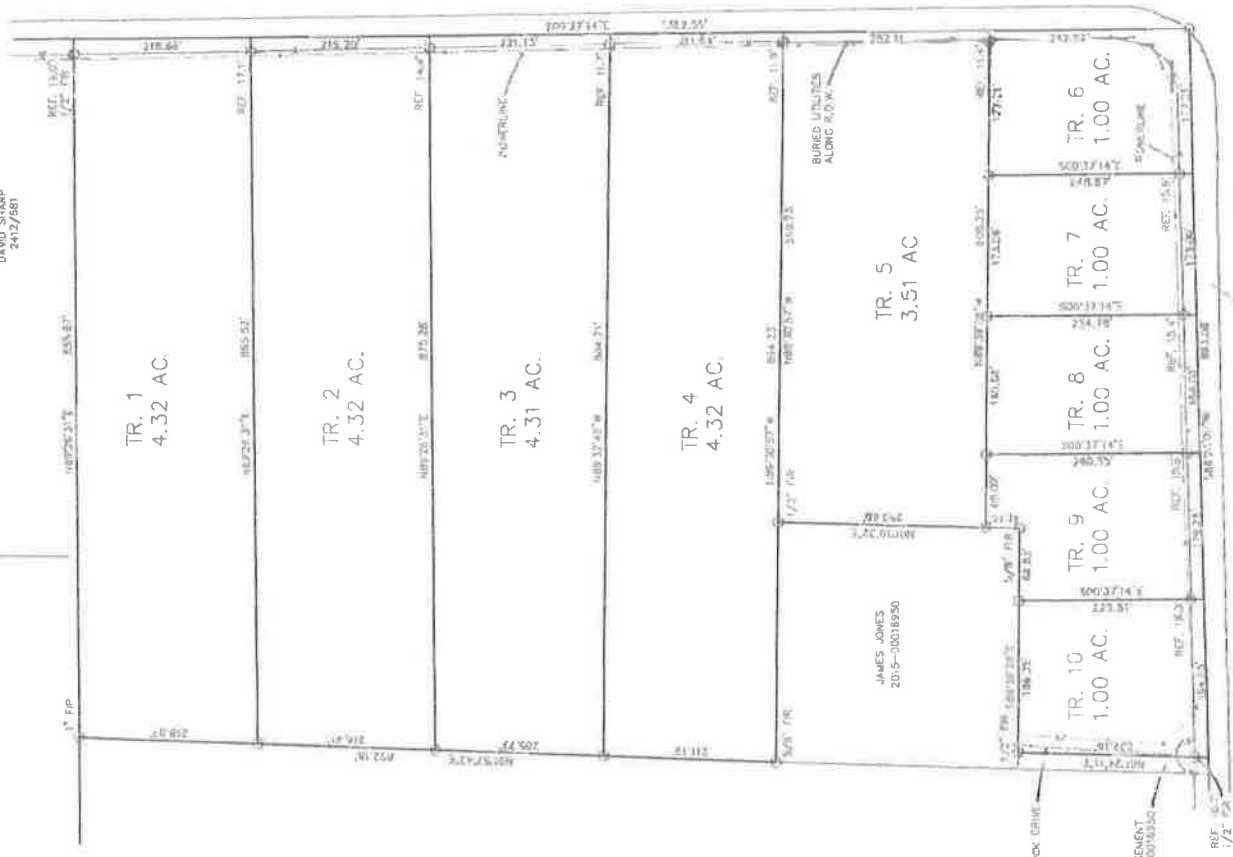
I have read and understand the supplemental information on the reverse side of this application.

Signature: Date: 1-14-22

FOR OFFICE USE ONLY					
App Complete?	Yes	No	Recvd by:	Date Recvd:	Permit #:
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FINAL PLAT EASTLAKE ESTATES PLAT OF 26.0124 ACRES 2021-00019242

DAVID SHARP
2412/2021



COUNTY ROAD 2529

JEREMY BRANDON, GENERAL MANAGER
CMH HOMES, INC

SUBSCRIBED AND SWORN TO BEFORE ME A NOTARY PUBLIC IN
AND FOR HENDERSON COUNTY, TEXAS, THIS THE ____ DAY OF ____, 20__.

NOTARY PUBLIC

APPROVED BY THE COMMISSIONERS' COURT OF HENDERSON
COUNTY, TEXAS, THIS THE ____ DAY OF ____, 20__.

COUNTY JUDGE

COUNTY CLERK

ACCEPTED BY PLANNING AND ZONING THIS
THE ____ DAY OF ____, 20__.

CHAIRMAN

ACCEPTED BY THE CITY OF PAYNE SPRINGS THIS
THE ____ DAY OF ____, 20__.

CITY SECRETARY

SCALE: 1" = 100'
COUNTY: HENDERSON
ADDRESS: SEE PLAT

BEAR SURVEYING ASSOCIATES
301 N. W. 75th St., Suite 2
Ocala, FL 32135
1-800-432-7670

NOTE: THIS SCALE WAS ASSIGNED BY THE
COMMISSIONERS' COURT OF HENDERSON COUNTY,
TEXAS, ON 11/11/2010. THIS SCALE IS THE
EASEMENT OF ENCUMBRANCES AFFECTING
THIS TRACT. THIS IS THE EASEMENT.

NOTE: THIS SCALE WAS ASSIGNED BY THE
COMMISSIONERS' COURT OF HENDERSON COUNTY,
TEXAS, ON 11/11/2010. THIS SCALE IS THE
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NOTE: THIS SCALE WAS ASSIGNED BY THE
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**REGULAR COUNCIL MEETING
CITY OF PAYNE SPRINGS
MINUTES
6:30 P.M. Tuesday February 15, 2022**

Agenda

1. Mayor Miller called the meeting to order at 6:30pm
2. Pledge of Allegiance led by Councilman Barnett.
3. Roll Call ; Mayor Miller, Mayor Pro-Tem Spahlinger, Councilman Haag, Councilman Barnett, were present, Councilwoman Hanson was absent. Quorum was established with Mayor Miller presiding.
4. Motion was made by Mayor Pro-Tem Spahlinger to approve the Minutes: January 18, 2022 Regular Council Meeting, seconded by Councilman Barnett. Motion carried 3/0.
5. Motion was made by Mayor Pro-Tem Spahlinger to approve the Consent Agenda Items “A” thru “E”; Monthly Activity Reports for January, 2022 as presented: (A) Financial and Expenditure; (B) Police; (C) Municipal Court; (D) Streets; seconded by Councilman Barnett. Motion carried 3/0.
6. Citizen Comments: Citizens wishing to speak must sign up to do so (3 Minute Maximum)
7. Scott Tuley Interlocal Agreement – Mayor Pro-Tem Spahlinger made a motion to move this item down to Item 17, second by Councilman Barnett. Motion passed 3/0.
8. Rescind Motion made in the January 18, 2022 meeting to accept Voluntary Annexation by Jeremy Brandon for Land at CR 2529 curve
9. Rescind Motion made in the January 18, 2022 meeting to accept request to subdivide and replat by Jeremy Brandon for Land at CR 2529 curve. Councilman Barnett made a motion to Rescind Motion made January 18, 2022 meeting to accept request to subdivide and replat by Jeremy Brandon for Land at CR 2529 curve, seconded by Councilman Haag. Motion carried 3/0.
10. Discuss and take action Ordinance 2022-02 Annex- Jeremy Brandon, General Manager of CMH Homes Inc. 26.012 acres of the J P BROWN SUR (CR 2529), Councilman Barnett made a motion to accept Ordinance 2022-02 the Voluntary Annexation of 26.012 acres of the J P BROWN SUR (CR 2529), seconded by Councilman Haag. Motion carried 3/0.

Councilman Barnett made a motion to accept subdivide and replat 26.012 acres of the J P BROWN SUR (CR 2529), TR 19A creating four 4.32 acre lots; TR. 1, TR.2, TR 3 and TR4 as well as one 3.51 acre lot; TR5 and five one acre lots; TR. 6, TR.7, TR 8 and TR9 and TR 10, seconded by Councilman Haag. Motion carried 3/0.
11. Discuss and possibly approve Purchase of Trailer for Street Department. Councilman Haag made a motion to buy a heavy duty utility trailer up to \$10,000.00, seconded by Mayor Pro-Tem Spahlinger. Motion carried 3/0.

12. Discuss and take action on City Hall being open 5 days a week. Mayor Pro-Tem Spahlinger made a motion to have City Hall opened 5 days a week beginning March 1, 2022, with one person, seconded by Councilman Barnett. Motion passed 3/0.
13. Discussion on Safebuilt pricing information. Mayor Miller stated she would like to see what surrounding cities are charging for their permits.
14. Discussion on Ad Valorem Tax.
15. Secretary Billings read the results of the Police Impound Auction that ended on February 7, 2022.
16. Discuss and possibly take action on Part-Time City Administrator. Mayor Pro-Tem Spahlinger made a motion to proceed with hiring a Part-Time City Administrator, seconded by Councilman Barnett. Motion carried 3/0.
17. Scott Tuley Interlocal Agreement presentation – Mr. Tuley explained what the Interlocal Agreement contained. Mayor Pro-Tem Ron Spahlinger made a motion to accept the Interlocal Agreement for the H/C to help with storm clean up, seconded by Councilman Barnett. Motion carried 3/0.

Closing

1. Next Regular Meeting March 15, 2022 @ 6:30pm
2. Adjourn

Councilman Barnett made a motion to adjourn, seconded by Mayor Pro-Tem Spahlinger. Motion carried 3/0.

Mayor Miller adjourned the meeting @ 7:25pm



Andrea Colaizzi Miller –Mayor

Attest/S:



Beth Billings - City Secretary