

**SERVICE AGREEMENT**  
2021 Voluntary Annexation  
City of Seguin

**AREA 4** (61+/- acres) 2021

## **I. INTRODUCTION**

This Service Agreement (“Agreement”) is prepared by the City of Seguin, Texas (“City”) pursuant to Chapter 43 of the Texas Local Government Code. This Agreement relates to the requested annexation of **AREA 4**, consisting of approx 61+/- acres (hereafter referred to as THE AREA), located in the extra-territorial jurisdiction of the City of Seguin, Guadalupe County, Texas.

## **II. EFFECTIVE TERM**

This Agreement shall be in effect for the period required by state law, commencing on the effective date of the requested annexation of THE AREA, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time and in accordance with all applicable State statutes.

## **III. INTENT**

It is the intent of the City of Seguin that services under this Agreement shall equal the number of services and the level of services in existence in THE AREA prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in THE AREA. However, it is not the intent of this Agreement to require that a uniform level of services be provided to all areas of the City, including THE AREA, where differing characteristics of topography, land utilization and population density constitute a sufficient basis for providing differing service levels.

The City reserves the right to amend this statutorily created contract if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws making this service Agreement unworkable or obsolete or unlawful.

## **IV. SERVICE PROGRAMS**

### **A. In General**

1. This Agreement includes the following programs: services immediately provided upon effective date of annexation, the 60 day program to provide services and the Capital Improvement Program.
2. 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. The City shall provide the area or cause the area to be provided with services in accordance with the service Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to

provide such services, in whole or in part. The acquisition or construction of the facilities shall be accomplished by purchase, lease, or other contract or by the municipality succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

As used in this Agreement, the phrase “standard policies and procedures” means those policies and procedures of the City applicable to a particular service which are in effect either at the time that the service is requested or at a time that the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or a petition. They may require that fees or charges be paid, and they may include eligibility requirements and similar provisions.

B. Services Immediately Provided Upon Effective Date of Annexation

1. The Fire Department of the City of Seguin presently provides fire protection to THE AREA.
2. Emergency Medical Service – EMS is currently provided by the City of Seguin for THE AREA. EMS will remain at the current level of service.
3. Library – Library services are currently provided for THE AREA at the Seguin Public Library.
4. Parks – Access to all park facilities is currently being provided for THE AREA.
5. Police Protection – The Police Department of the City will provide protection and law enforcement services in THE AREA. These activities will include normal patrols and police responses, the handling of complaints and incident reports, and as appropriate, support by special units.
6. Solid Waste Collection – All eligible residences in THE AREA will be provided solid waste collection service by contract with the City’s solid waste collection provider. Such service will consist of once weekly curbside pickup of refuse and may be amended through the City’s contract with the solid waste collection provider.
7. Building Inspection – Building inspection services including but not limited to structural, plumbing and electrical inspections and permitting will be provided for all construction activities that occur immediately upon effective date of annexation.
8. Floodplain Management – Floodplain management in accordance with FEMA and the City of Seguin floodplain management ordinances shall occur immediately upon the effective date of annexation. These ordinances are designed to minimize the risk of damage and loss of life due to flooding.
9. Code Enforcement – Code enforcement including high weeds, junk vehicle removal and nuisance violations will be provided immediately upon the effective date of annexation.

10. Animal Control – Animal control services will be provided by the City of Seguin upon annexation.

#### C. 60 Day Program to Provide Services

The City will provide the following services in THE AREA within 60 days after the effective date of the annexation.

1. Brush – The City will provide for the collection of brush within 60 days of the effective date of annexation in the established brush schedule for the City. Under certain conditions, agricultural operations may apply for a burn permit through the Seguin Fire Marshal in accordance with state and local policies.
2. Zoning Administration – The City will begin providing zoning administration for THE AREA within 60 days of the effective date of annexation.

#### D. Capital Improvement Program – (Water, Wastewater and Electric)

##### Water

Water is provided to THE AREA by the **Springs Hill WSC**.

##### Wastewater

Sewer extensions to serve future development may be considered in accordance with adopted City of Seguin ordinances and policies.

##### Electric

Electric service to THE AREA is provided by Guadalupe Valley Electric Cooperative (G.V.E.C.).

#### **V. AMENDMENT: GOVERNING LAW**

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in methods or means of implementing any part of the service programs nor changes in the responsibilities of the various Departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

#### **VI. FORCE MAJEURE**

The municipality does not violate this service Agreement if the construction process is interrupted for any reason by circumstances beyond the direct control of the municipality. In case of an emergency, such as a flood or other “Force Majeure” as that term is defined herein,

in which the City is forced to temporarily divert its personnel and resources away from this area for humanitarian purposes or for the safety of the general public, the City hereby obligates itself to take all reasonable measures to restore services to the level described in this Agreement as soon as possible. "Force Majeure", for the purposes of this Agreement, shall include, but not be limited to, acts of God, acts of a public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests 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 the purposes of this Agreement.

## **VII. ENTIRE AGREEMENT**

This document contains the entire and integrated Service Agreement relating to annexation and supersedes all other negotiations, representations, Agreements, and agreements whether written or oral.