### **ORDIANCE NO. 23-05-22**

AN ORDINANCE ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE CITY OF MINEOLA TERRITORIAL AND JURISDICTIONAL BOUNDARIES CONSISTING OF A 0.3833 ACRE TRACT, DESCRIBED HEREIN, PROVIDING FOR DEFAULT ZONING REGULATION, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF MINEOLA SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY'S TERRITORIAL AND JURISDICTIONAL BOUNDARIES, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City has received and has accepted the voluntary petition for annexation of a property owner whose property is adjacent to the City's territorial and jurisdictional boundaries; and

WHEREAS, the property owner was offered and accepted a development agreement consistent with Texas Local Government Code §43.016; and

WHEREAS, upon request to annex territory eligible for a property owner voluntary request for annexation, but for the lack of contiguity, the City is authorized, pursuant to Texas Local Government Code §43.028(g) to additional annex a public right-of-way of a road or highway in order to achieve contiguity; and

WHEREAS, all procedural and substantive prerequisites to annexation have occurred; and

WHEREAS, the property owner petition for voluntary annexation still desires such annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINEOLA, TEXAS THAT: THE BELOW IDENTIFIED PROPERTY IS HEREBY ANNEXED BY THE CITY OF VENUS AS FOLLOWS:

### **SECTION 1.** Territory:

Pursuant to the authority granted by Chapter 43 of the Texas Local Government Code, the City of Mineola hereby annexes to the City of Mineola the territory described in Attachment A by metes and bounds and incorporated by reference herein. Such annexation is for full purposes including all privileges and liabilities extended to inhabitants of such territory.

That the boundary limits of the City of Mineola be and the same are hereby extended to include the above described territory as well as all public rights-of-way annexed as part of said territory within the city limits of the City of Mineola, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights

and privileges of other citizens of the City of Mineola and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 2. Service Plan:** A service plan for the area is hereby adopted and attached as Attachment B.

<u>SECTION 3.</u> Zoning: Pursuant to City ordinances, newly annexed territory shall be zoned as single-family residential (SF-12). The territory herein described an annexed is hereby zoned by default and shall remain as such until properly altered by the City Council.

**SECTION 4.** Savings Clause: Should any part of this Ordinance be declared invalid by a court of competent jurisdiction, it shall not affect or vary the remaining parts of the ordinance.

<u>SECTION 5.</u> Effective Date: This ordinance shall be in full force and effect from and after five days after its publication. The City Secretary is hereby directed to file with the County Clerk of Bexar County, Texas, a certified copy of this ordinance.

### II. CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Mineola, except where the provisions of this Ordinance are in direct conflict with the provisions of such other ordinance, in which event the conflicting provisions of such other ordinance are hereby repealed, while leaving the remainder of such other ordinance intact. To the extent of any conflict, this Ordinance is controlling.

### III. SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Mineola. that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional or invalid phrases, sentences, paragraphs, or sections.

## IV. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

**DULY PASSED AND APPROVED,** on the 22nd day of May, 2023, at a regular meeting of the City Council of the City of Mineola, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

### **CITY OF MINEOLA, TEXAS**

|                                | Jayne Lankford, Mayor |
|--------------------------------|-----------------------|
| ATTEST:                        |                       |
| Cindy Karch, City Secretary    |                       |
| APPROVED:                      |                       |
| Blake Armstrong, City Attorney |                       |

## **Attachment A - Territory**

[Metes and Bounds of full property including property of landowner and property annexed including any ROW. ]

## - EXISTING CITY LIMITS VOL. 8, PG. 84 POINT OF MINWOOD STREET S 86° 53' 00" E 200.00' BEGINNING found 1/2' LYNDA RUTH MIZE VOL. 677, PG. 44 D.R.W.C.T. LOT 1 0.7586 Ac. LOT 3 55 55, 5 . found 1/2" EXISTING CITY LIMITS VOL. 8, PG. 84 N 86° 54' 55" W 200.00' SHADY LANE

CITY OF MINECIA CERTIFICATION

I hereby certify that the attached and foregoing plat and field notes of "BLAIR STREET COMMONS" was approved by the City Council of Minecia on this \_\_\_\_\_day or \_\_\_\_\_\_\_ 2003.

ALL CORNERS ARE 1/8" IRON RODS SET WITH A PLASTIC CAP STAMPED "HOOKER, RPLS 5767", UNLESS OTHERWISE NOTED.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOURDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO PINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

DENOTES ORIGINAL LOT NUMBERS

D W HOOKER SURVEYING 406 W. BLAIR 57. # 100 MINEOLA, TEXAS 75773 PHONE (903) 569-0330 FAX (903) 569-0335 FIRM # 10072400 DRAWN SY: DM CHESCHED BY: DM SCALE: 1 - 30' DATE: 04/17/25 208.350.381-0005-P

Jayne Lankford MAYOR UMMEDIG GEVERNE

THE STATE OF TEXAS \$

We. Eric Disvendorf and Terri Disvendorf, being the owners of the property described hereon and wishing to replat same into a single lot, do hereby adopt this plat attached hereto and titled TREVENDORF ADDITIONF as our legal subdivision of same and do hereby dedicate all right-of-ways and/or easements shown hereon to the public forever.

Eric Dievendorf 265 CR 2504. Mineola, Tx. 75773

Terri Dievendorf 265 CR 2504. Mineola, Tz. 75773

THE STATE OF TEXAS \$
COUNTY OF WOOD \$

BEFORE ME, the undersigned authority, A Notary Public in and for the State Texas, appeared Eric Dievendorf, known to me to be the person whose name is subsoribed to the foregating instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_\_ de of \_\_\_\_\_, 2023.

Notary Public

BEFORE ME, the undersigned authority, A Notary Public in and for the State Texas, appeared Terri Disvendorf, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that be executed the same for the purpose and consideration therein expressed.

IVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_\_ day

Notary Public

PROPERTY DESCRIPTION

That cortain 0.7586 here treat of lend situated in the 4. Hemilton Survey, Abstract 18.0.885. Gilty of Minedes Tood County, Yeasa, being all scoroling to the Situation Section Yee (2), to the City of Mineda, according to the plat thereof recorded in Volume 7. Page 40 of the Plat Records of Wood County, Texas, said 0.7586 acres being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod set for corner in the South line of Minwood Street, said point being the northeast corner of said Lot 2 and the northwest corner of Lot 3 of Minwood Section Two (2):

THENCE South 01 degrees 55 minutes 22 seconds West, along the East line of said Lot 2 and the West line of said Lot 3, a distance of 165.21 feet, to a 1/2-inch iron rod found for corner in the North line of Shady Lane, said point being the southeast corner of said Lot 2 and the southeast corner of said Lot 3;

THENCE North 86 degrees 54 minutes 55 seconds West, along the South lines of seld Lots 2 and 1 and the North line of Shady Lans, a distance of 200.00 Seet, to a 1/2-inch iron rod found for corner, seld point being the southwest corner of seld Lot 1 and the southeast corner of that certain colled 0.387 serve tract, described as Second Tract, conveyed to Alton L. Miss and Lynds Ruth Miss, by deed recorded in Volume 677, Page 44 of the Deed Records of Wood County, Texas;

THENCE North 01 dagrees 55 minutes 23 seconds West, along the West line of seld Lot 1 and the East line of seld Mise tract, a distance of 165.32 feet, to a 1/3-inde iron roof found for conner in the South line of Minwood Street, seld point being the northwest corner of seld Line tract;

THENCE South 86 degrees 53 minutes 00 seconds East, along the North lines of said Lots 1 and 2 and the South line of Minwood Street, a distance of 200.00 feet, to the POINT OF BEGINNING and containing 0.7886 acres of land, more or less.

SURVEYOR'S STATEMEN

I, David Hooker, Registered Professional Land Surveyor No. 5787, do hereby certify that the above plet was prepared from an ectual survey made by me or under my supervision on the ground during the month of Apil, 2023, and that all monuments are correctly shown.

day of \_\_\_\_\_\_, SORS.

PRELIMINARY FOR REVIEW PURPOSES COLLY

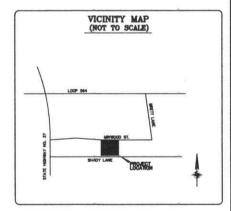
Registered Professional Land Surveyor

THE STATE OF TEXAS & COUNTY OF WOOD \$

BEFORE ME, the undersigned authority, A Notary Public in and for the State Texas, appeared Bevid Hooker, known to me to be the person whose name is subscribed to the foregoing instrument and soknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

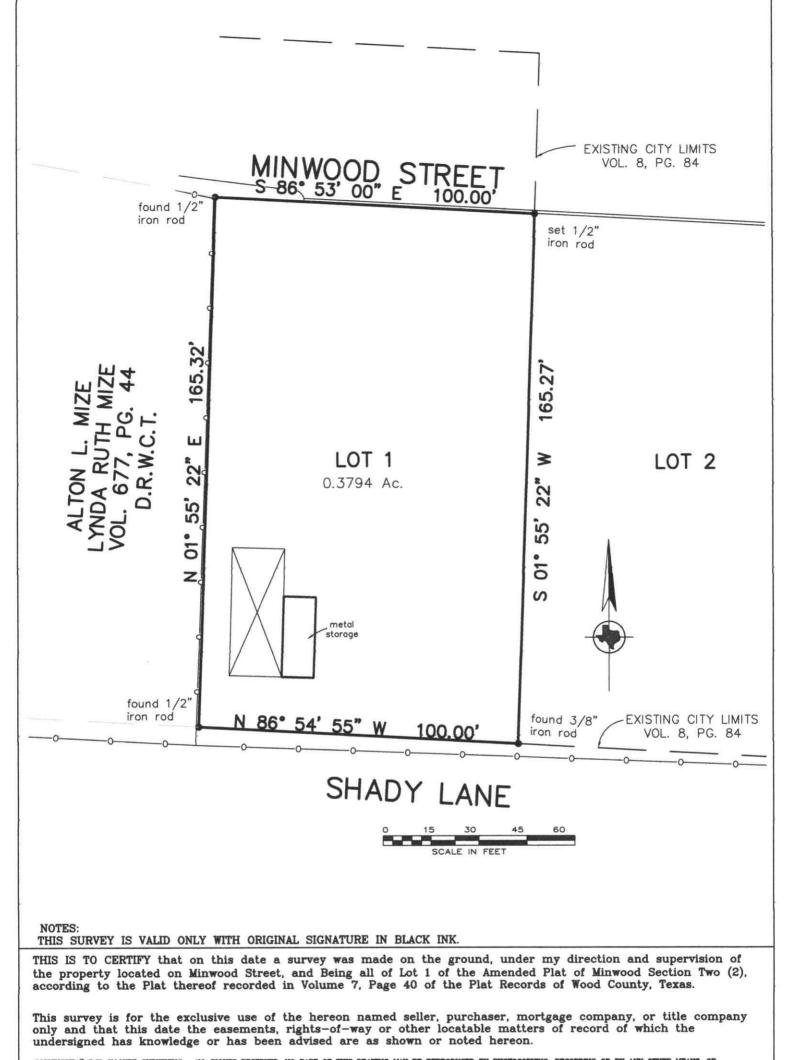
Notary Public



BEING a Replat of Lots 1 and 2 of Minwwod Section Two (2), accounting to the plat therefor recorded in Volume 7. Page 40 of the Plat Control of the Plat Section 1. Page 40 of the Plat Correction Warranty Deed to Eric and Terri Devendorf, recorded in Doc. Mo. 2023—00002897 of the Official Public Becords of Wood County, Texas, and containing 0.7698 acres.

DIEVENDORF ADDITION
A. HAMILTON SURVEY
ABSTRACT NO. 285
CITY OF MINEOLA
WOOD COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET



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### ORIGINAL SIGNATURE IN BLACK INK ARE NOT VALID.

JOB NO: 23-0305-1

DATE: 04/17/23

TECH: DH

FIELD: DH

REVISED:

PREPARED BY:

D W HOOKER SURVEYING

406 W. BLAIR ST. # 100

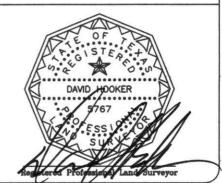
MINEOLA, TEXAS 75773

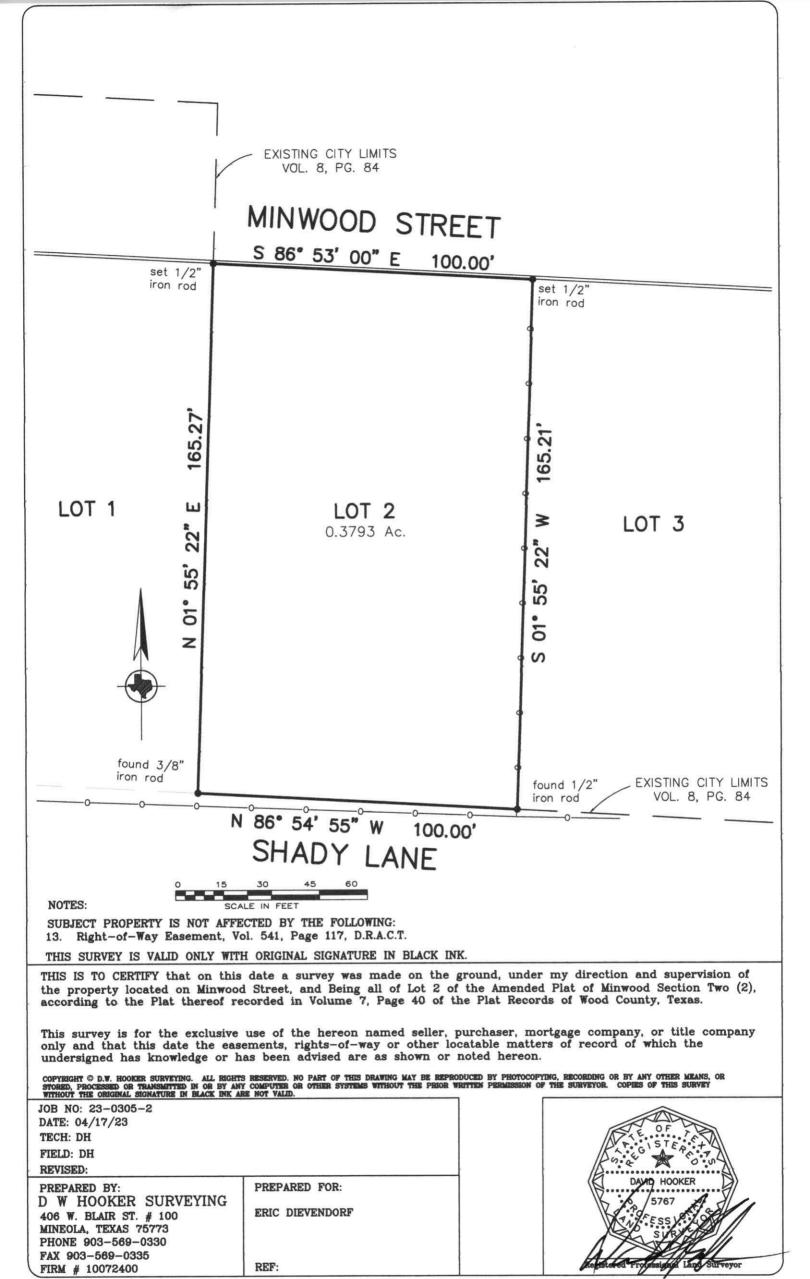
PHONE 903-569-0330

FAX 903-569-0335

FIRM # 10072400

REF:





# Attachment B [Service Plan]

### MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF MINEOLA, TEXAS AND Eric & Terri Dievendorf

This Municipal Services Agreement ("the Agreement") is entered into on <u>22nd</u> day of May, 2023 by and between the City of Mineola, Texas, a general-law municipality of the State of Texas, ("City") and Eric & Terri Dievendorf (Applicant).

### **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**, the City is authorized to annex the below described Property under Chapter 43 of the Texas Local Government Code;

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

**WHEREAS**, where the City elects to annex such area, the City is required to enter into written agreement with owner that sets forth the City services to be provided for the Property after the effective date of annexation;

WHEREAS, the Applicant owns parcels of land in Wood County, Texas, which consists of approximately 0.3794 acres of land in the City's extraterritorial jurisdiction, such property specifically described in Exhibit A (see attached) and hereinafter referred to as "the Property".

**WHEREAS**, Applicant has filed a written request with the City for full-purpose annexation of the Property on or after the effective date of annexation; and,

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

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

- 1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.
- 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, including the City's infrastructure

extension policies and including APPLICANT participation in accordance with applicable city ordinances, rules, regulations, and policies. The term "providing services" further includes all services agreed or contemplated in the Development Agreement, to which this service plan is attached.

- i. <u>Fire</u> The City's relies upon fire services from an appropriate emergency service district and such district shall provide services to the Applicant in the same manner it is provided to other residents of the City.
- ii. <u>Police</u> The City's Police Department will provide protection and law enforcement services.
- iii. <u>Planning, Zoning, and Building</u> To the extent it exists or is created at a future time, the City's permitted will provide development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

### iv. Publicly Owned Parks, Facilities, and Buildings

- 1. Residents, owners, and occupiers of the Property will be permitted to utilize all existing publicly owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
- 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- v. <u>Stormwater Utility Services</u> The Property will be included in the City's Stormwater Utility service area and will be assessed any applicable fee based on the amount of impervious surface. The fees, if any, will cover the direct and indirect costs of stormwater management services. APPLICANT is entitled to any credits to any fees assessed based on qualifications in any City ordinance or the Development Agreement.
- vi. <u>Streets</u> The City's equivalent of a Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws. The City shall provide such services at the level of comparable services to other similar properties in the City or at the level outlined in the Development Agreement, whichever is higher.

### vii. Water and Wastewater

- 1. Water services shall be provided to comparable services to other similar properties in the City.
- 2. Wastewater services shall be provided to comparable services to other similar properties in the City.
- ix. <u>Solid Waste Services</u> The City will provide solid waste collection services in accordance with existing City ordinances and policies, except were prohibited by law.
- x. <u>Code Compliance</u> The City's equivalent of a Code Compliance Department and building inspector will provide education, enforcements, and abatement relating to code violations within the Property.
- xi. <u>Electrical</u> The City does not provide electrical services. Applicant is solely responsible for coordinating with an appropriate provider of electrical services within the City's jurisdiction.
- xii. Miscellaneous Services Given the small size of the Property to be annexed, and the purpose for which annexation was requested, the City and APPLICANT agree that other specific services which could be provided to the Property need not be listed but are intended to be included in this Annexation Service Agreement. Further, the City is required to provide full municipal services to all properties being annexed, which includes all such miscellaneous services. Such miscellaneous services include, but are not limited to any services currently being provided to other commercial, retail, or residential properties in the City at the level of comparable services to other similar properties in the City, such as animal control, permitting, administrative processes adopted by ordinance, traffic enforcement, traffic access for ingress and egress, license issuance, programs created and utilized by the City (such as beautification programs, education programs), easements for telecommunication providers, access to the Property for other service provides which are given by the City to other properties within the City, cell access as provided by service providers, Wi-Fi and internet access as provided by service providers, etc. Such miscellaneous services are to be included under this Annexation Service Plan and are intended to be at the level of comparable services to other similar properties in the City.
- b. APPLICANT understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 5. **AUTHORITY.** City and APPLICANT represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

- APPLICANT acknowledges that approval of the Annexation is within the sole jurisdiction of 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 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.
- 8. **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 the negotiation and drafting of this Agreement.
- 9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Wood County, Texas or the United States District Court for the Western District of Texas, San Antonio Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 11. **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. The Agreement may also be executed via electronic signature, or by signature transmitted via facsimile.
- 12. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13. 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 APPLICANT. The signature of the Mayor below constitutes a certification that this Agreement was approved by the City Council of the City of Mineola at a duly called and held public meeting.
- 14. **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.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

### **CITY OF MINEOLA**

### [APPLICANT'S NAME]

| By:                                     | <del></del>                         |                               | Ву:                        |                           |           |                              |
|---|-------------------------------------|-------------------------------|----------------------------|---------------------------|-----------|------------------------------|
| Title: Mayor                            |                                     |                               | Title:                     |                           |           |                              |
| Approved as to Form:                    |                                     |                               |                            |                           |           |                              |
| [NAME], City Attorney                   |                                     |                               |                            |                           |           |                              |
| Attest:                                 |                                     |                               |                            |                           |           |                              |
| [NAME], City Secretary                  |                                     |                               |                            |                           |           |                              |
| Ordinance No.                           |                                     |                               |                            |                           |           |                              |
| State of Texas<br>County of Wood        | §<br>§                              |                               |                            |                           |           |                              |
| This instrument by of said corporation. | was acknowledg<br>_, Mayor of the C | ed before me<br>City of Mined | e on the<br>ola, a Texas 1 | _ day of<br>nunicipal cor | poration, | , 202 <u></u> ,<br>on behalf |
| By:                                     |                                     |                               |                            |                           |           |                              |
| Notary Public, State of                 | Texas                               |                               |                            |                           |           |                              |

\\\

| State of Texas § County of Wood §  |              |   |
|--|--------------|---|
| This instrument was acknowledged before me on theday ofby[applicant's name ] | <u>,</u> 202 | , |
| By:  |              |   |
| Notary Public, State of Texas  |              |   |
| After Recording Return to: City Secretary City of Mineola                    |              |   |