

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

This Municipal Services Agreement ("the Agreement") is entered into on 22nd 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. **Fire** – 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. **Police** – The City’s Police Department will provide protection and law enforcement services.
- iii. **Planning, Zoning, and Building** – 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. ~~**Stormwater Utility Services** – 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. **Streets** - 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. **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 Compliance** – 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. **Electrical** – 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 providers 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: _____

By: _____

Title: Mayor _____

Title: _____

Approved as to Form:

[NAME], *City Attorney*

Attest:

[NAME], *City Secretary*

Ordinance No.

State of Texas §
County of Wood §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____, Mayor of the City of Mineola, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

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State of Texas §
County of Wood §

This instrument was acknowledged before me on the ____ day of _____, 202_____,
by _____ [applicant's name]

By: _____

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Mineola