

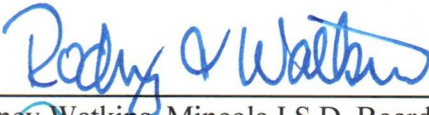
PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

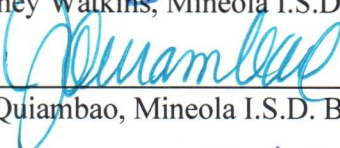
TO THE MAYOR OF THE GOVERNING BODY OF MINEOLA, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Mineola, Texas, the following described territory, to wit:

See Attachment A

We certify that the above described tract of land is contiguous and adjacent to the City of Mineola, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: 
Rodney Watkins, Mineola I.S.D. Board President

Signed: 
Jill Quiambao, Mineola I.S.D. Board Vice President

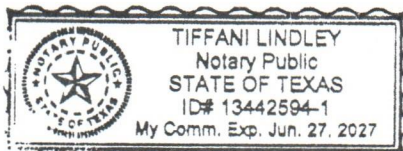
Signed: 
Janice Etheridge, Mineola I.S.D. Board Secretary

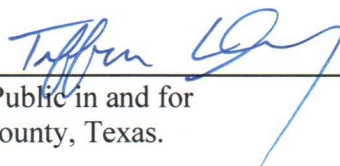
THE STATE OF TEXAS

COUNTY OF WOOD

BEFORE ME, the undersigned authority, on this day personally appeared Rodney Watkins, Jill Quiambao, and Janice Etheridge, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Sworn to and subscribed before me this 18th day of September 2023.




Notary Public in and for
Wood County, Texas.



SURVEYED 13.849 ACRES
S. ENGLISH SURVEY, A-188
WOOD COUNTY, TEXAS
J23-0931

August 1st, 2023

Field Note description for a 13.849 acre tract, being located in the S. ENGLISH SURVEY, Abstract No. 188, Wood County, Texas, and being all of a called 13.130 acre tract, and a called 0.723 acre tract vested to Shirley Raper in Document No. 2018-00006417 of the Official Public Records of Wood County, Texas, and being described in Document No. 2015-00011082 of the Official Public Records of Wood County, Texas, said 13.849 acre being more particularly described as follows;

BEGINNING at a 1/2" Iron Rod found in the East right-of-way of Loop 564 for the Southwest corner of the herein described tract, same being the Southwest corner of said 13.130 acre tract, and being the Northwest corner of a called 63.618 acre tract of land conveyed to Mineola Independent School District as described and recorded in Volume 916, Page 845;

THENCE North 01 deg. 39 min. 44 sec. West along the East right of way of Loop 564 and the West line of said 13.130 acre tract, a distance of 353.05 feet to a 5/8" Iron Rod found for an angle break in the West line of the herein described tract and an angle break in the West line of said 13.130 acre tract, said point being the P.C of a curve turning to the right;

THENCE Northeasterly with the East right-of-way of Loop 564 and a curve turning to the right with an arc length of 203.95 feet, a radius of 1849.86 feet, a chord bearing of North 01 deg. 11 min. 42 sec. East, and a chord length of 203.85 feet to a 1/2" iron rod found for the Northwest corner of herein described tract, same being the Northwest corner of said 13.130 acre tract and being the Southwest corner of a called 3.740 acre tract conveyed to John F. Vancompennolle and Sharon A. Vancompennolle as described and recorded in Document No. 2020-00012106;

THENCE North 89 deg. 35 min. 00 sec. East along the North line of said 13.130 acre tract, the South line of said 3.740 acre tract, and generally along and with a fence, a distance of 807.92 feet to a 1/2" Iron Rod found for an interior ell corner of the herein described tract, same being the Southeast corner of said 3.740 acre tract and the Southwest corner of said 0.723 acre tract;

THENCE North 01 deg. 07 min. 22 sec. East along the East line of said 3.740 acre tract, the West line of said 0.723 acre tract, and generally along and with a fence, a distance of 144.20 feet to a 1/2" Iron Rod found for the most Northerly Northwest corner of the herein described tract, same being the Northwest corner of said 0.723 acre tract, and being a Southwest corner of the residue of a called 3.065 acre tract of land conveyed to Cecil Stults as described and recorded in Document No. 2017-00005404;

THENCE North 89 deg. 44 min. 34 sec. East along the South line of said 3.065 acre tract, the North line of said 0.723 acre tract, and generally along and with a fence, a distance of 214.95 feet to a 1/2" Iron Rod Found for the Northeast corner of the herein described tract, same being the Northeast corner of said 0.723 acre tract, the Southeast corner of said 3.065 acre tract, and being in the West line of a called 2.500 acre tract of land conveyed to Brandy Warren as described in Document No. 2015-00008321 of the Official Public Records of Wood County, Texas;

THENCE South 01 deg. 59 min. 25 sec. East along the East line of said 0.723 acre tract, the West line of said 2.500 acre tract, the West line of a called 5.883 acre tract of land conveyed to Christopher Jack Castleberry as described and recorded in Document No. 2019-00004980, and generally along and with a fence, a distance of 144.11 feet to a 3/8" Iron Rod found for an angle break in the East line of the herein described tract, same being the Southeast corner of said 0.723 acre tract and the Northeast corner of said 13.130 acre tract;

THENCE South 01 deg. 40 min. 46 sec. East along the East line of said 13.130 acre tract, the West line of said 5.883 acre tract, and generally along and with a fence, a distance of 542.73 feet to a 1/2" Iron Rod found for the Southeast corner of the herein described tract, same being the Southeast corner of said 13.130 acre tract and being in the North line of said 63.618 acre tract;

THENCE South 88 deg. 49 min. 58 sec. West along the South line of said 13.130 acre tract and the North line of said 63.618 acre tract, a distance of 1040.81 feet to the **POINT OF BEGINNING AND CONTAINING 13.849 ACRES.**

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

I, Casey Jordan, do hereby state that these Field Notes represent an on the ground survey made under my supervision in July 2023, and is being submitted along with a Plat of said tract herein described.

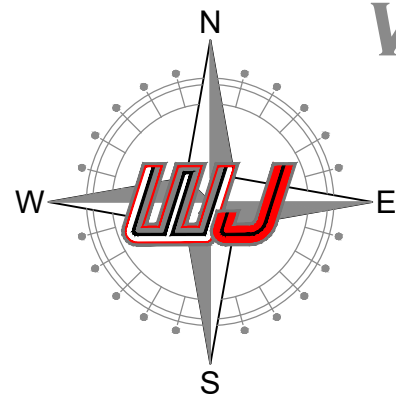


Casey Jordan
Registered Professional Land Surveyor
State of Texas No. 6789



SURVEYED: 13.849 ACRES - LOOP 564 - MINEOLA, TEXAS

WOOD COUNTY, TX



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1849.86'	203.95'	203.85'	N 01°11'42" E	6°19'01"

JOHN F. VANCOMPENOLLE &
SHARON A. VANCOMPENOLLE
CALLED 3.740 ACRES
Doc. No. 2020-00012106

CECIL STULTS
RESIDUE OF A
CALLED 3.065 ACRES
Doc. No. 2017-00005404

BRANDY WARREN
CALLED 2.580 ACRES
Doc. No. 2015-00008321

- VESTING -
SHIRLEY RAPER
Doc. No. 2018-00006417
- DESCRIPTION -
CALLED 0.723 ACRES
Doc. No. 2015-00011082

CHRISTOPHER JACK CASTLEBERRY
CALLED 5.883 ACRES
Doc. No. 2019-00004980

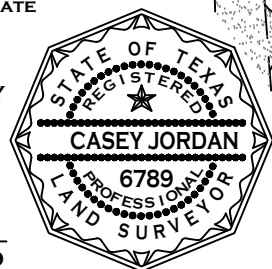
- VESTING -
SHIRLEY RAPER
Doc. No. 2018-00006417
- DESCRIPTION -
CALLED 13.130 ACRES
Doc. No. 2015-00011082

SURVEYED: 13.849 ACRES

TARRY TITLE, INC.
GF No. 23-3911CWK
SCHEDULE B ITEMS:
ALL VISIBLE AND APPARENT EASEMENTS ARE SHOWN.
NO PORTION OF THIS PROPERTY LIES WITHIN THE BOUNDARIES OF ANY KNOWN ROADWAY.
ANY ENCROACHMENTS OR PROTRUSIONS THAT WERE FOUND TO ADVERSELY AFFECT THIS PROPERTY ARE SHOWN.
DOES AFFECT ~ 134/291 (BLANKET), 647/487, 709/371, 709/373, 718/765 (BLANKET), 1636/305, 1732/739 (BLANKET),
DOES NOT AFFECT: 711,386

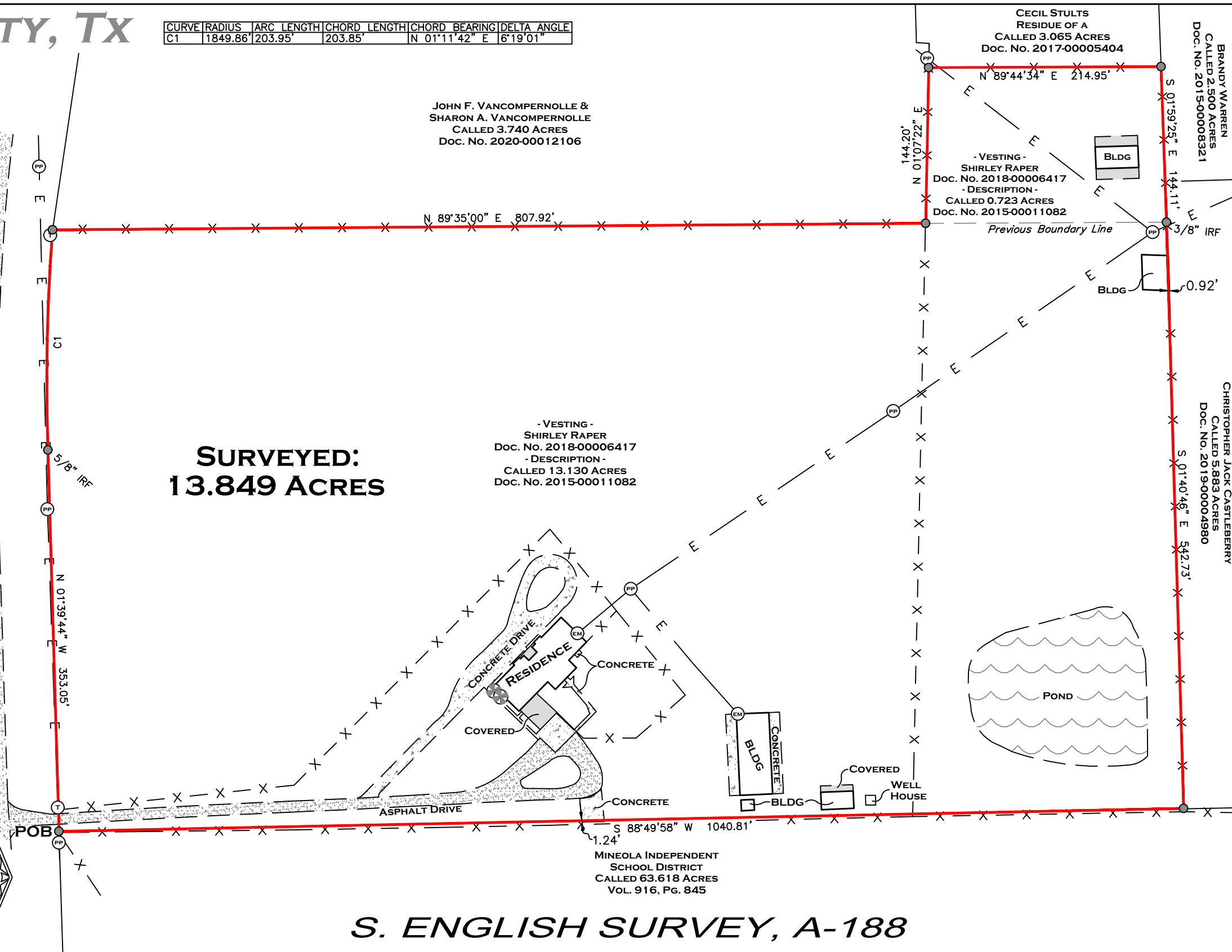
NOTE: BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.

I, CASEY JORDAN, DO HEREBY STATE THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION ON JULY 27TH, 2023.



REGISTERED PROFESSIONAL LAND SURVEYOR No. 6789

LOOP 564



S. ENGLISH SURVEY, A-188



10819 US HWY 69 N
TYLER, TX 75706
903-534-9000

MANAGER: ACJ	CREW CHIEF: C.P
ADDRESS: 1371 LOOP 564	
CITY/COUNTY: MINEOLA / WOOD	
SURVEY/ABSTRACT No.: ENGLISH / A-188	
SUBDIVISION: NA	
LOT/BLOCK No.: NA	
CLIENT: MINEOLA ISD	

PREPARED BY: C.L.A ON AUG. 1, 2023
Job No. 23-0931
100 0 100
SCALE: 1" = 100'

<ul style="list-style-type: none"> ●/● = COTTON SPINDLE FOUND/SET ●/● = 1/2" IRON ROD FOUND/SET — X — X — X — = FENCE — E — = OVERHEAD ELECTRIC LINE WM = WATER METER PP = POWER POLE 	<ul style="list-style-type: none"> ⊗ = IRRIGATION VALVE ⊗ = WATER VALVE MH = MANHOLE GM = GAS METER EM = ELECTRIC METER T = TELE. PEDESTAL PL = PIPELINE MARKER FH = FIRE HYDRANT S = SEPTIC LID/EQUIPMENT PROP = PROPANE TANK ⊕ = AIR CONDITIONER ○ = POINT FOR CORNER
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MINEOLA, TEXAS, ACCEPTING AND GRANTING A PETITION FOR ANNEXATION SUBMITTED BY Mineola Independent School District FOR AN APPROXIMATE TOTAL OF 13.849 ACRES; TO BE ANNEXED BY THE CITY OF MINEOLA; ORDERING THE ANNEXATION PROCESS TO COMMENCE, AUTHORIZING CITY STAFF TO POST AND SEND THE REQUIRED NOTICES, ORDERING THE SCHEDULING OF PUBLIC HEARINGS, DIRECTING CITY STAFF TO PREPARE A SERVICE PLAN FOR THE PROPOSED AREA, DIRECTING CITY STAFF TO PREPARE A DRAFT AN ANNEXATION ORDINANCE FOR CITY COUNCIL'S CONSIDERATION AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Applicant Mineola Independent School District has requested voluntary annexation of up to 13.849 acres of land described in the attachments to this resolution, incorporated for all purposes; and

WHEREAS, Applicant has submitted the proper petition requesting voluntary annexation to the City of Mineola, Texas; and

WHEREAS, the City Council finds the requirements for the petition are all properly submitted and fully met; and

WHEREAS, the City is authorized to annex an area of land upon the request of the land owners; and

WHEREAS, upon the filing of such a petition for voluntary annexation the City shall consider the reasoning for or against the annexation and to accept or reject the petition, and if accepting, set forth the process of scheduling public hearings, ordering notice be published and otherwise complying with the annexation statute for voluntary annexations; and

WHEREAS, the area proposed for annexation is contiguous to the city limits of the City; and

WHEREAS, the area proposed for annexation, if annexed, would not exceed the maximum amount of area allowed for annexation per year by the City; and

WHEREAS, the annexation process is controlled by subchapter C-3 of chapter 43 of the Texas Local Government Code entitled Annexation of Area on Request of Owners; and

WHEREAS, the City Council finds that accepting the annexation petition by the Applicant and proceeding forward with the annexation process is in the best interest of the public and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINEOLA, TEXAS:

SECTION 1.

The Council hereby adopts and finds to be true the recitals set out in the preamble to this resolution and they are incorporated for all purposes giving effect to this resolution.

SECTION 2.

Council finds the “Petition Requesting Annexation” submitted by the Applicant along with its attached exhibits are incorporated into this resolution for all purposes.

SECTION 3.

Council expressly grants, accepts and approves the “Petition Requesting Annexation” and hereby declares Council’s intention to commence the annexation process.

SECTION 4.

Council authorizes and orders city staff to give written notice of the proposed annexation to each property owner located in the area proposed for annexation, as indicated by appraisal district records, each public entity or private entity that provides services in the area proposed for annexation, and any railroad company that serves the City if the railroad company’s right-of-way is in the area proposed for annexation.

SECTION 5.

Council authorizes and orders city staff to schedule one (1) public hearing to allow for the opportunity of persons interested in the proposed annexation to be heard.

SECTION 6.

Council authorizes and orders city staff to post notice of one (1) scheduled public hearing in a newspaper of general circulation in the municipality and area proposed for annexation as well as on the City’s web site.

SECTION 7.

Council authorizes and orders city staff to prepare a service plan that provides for municipal services to be extended to the area proposed for annexation;

DULY PASSED AND APPROVED, on the 23rd day of October, 2023 at a regular meeting of the City Council of Mineola, Texas, which was held in compliance with the Open Meetings Act, Tex. 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*

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINEOLA, TEXAS
AND MINEOLA INDEPENDENT SCHOOL
DISTRICT**

This Municipal Services Agreement ("the Agreement") is entered into on the 18th day of September, 2023 by and between the City of Mineola, Texas, a general-law municipality of the State of Texas, ("City") and Mineola Independent School District.

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 13.13 acres of land in the City's extraterritorial jurisdiction, such property specifically described as **ABS 0188; English; tract 28; 13.13 acres**, 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 therefore.
 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. The City does not provide wastewater services.

ix. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except were 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 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

MINEOLA INDEPENDENT SCHOOL DISTRICT

By: _____
Jayne Lankford, Mayor

By: Rodney Watkins
Rodney Watkins, Board President

Approved as to Form:

Blake Armstrong, *City Attorney*

Attest:

Cindy Karch, *City Secretary*

Ordinance No.

State of Texas §
County of Wood §

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

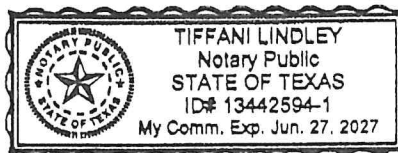
By: _____
Notary Public, State of Texas

\\

State of Texas §
County of Wood §

This instrument was acknowledged before me on the 18 day of September, 2023,
by Rodney Watkins, President of the Mineola I.S.D. Board of Trustees

By: Tiffani Lindley
Notary Public, State of Texas



After Recording Return to:
City Secretary
City of Mineola