

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MINEOLA, TEXAS, ACCEPTING AND GRANTING A PETITION FOR ANNEXATION SUBMITTED BY JM BOREN FLP FOR AN APPROXIMATE TOTAL OF 1.51 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 JM BOREN FLP has requested voluntary annexation of up to 1.51 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 27th day of January, 2025 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*

PETITION FOR VOLUNTARY ANNEXATION

*into the City Limits of the
City of Mineola*

Local Government Code Chapter 43, Subchapter C – 3, provides the statutory rules for voluntary annexations in Texas. Legal property owners of land located within the City’s Extraterritorial Jurisdiction may voluntarily petition for annexation into the City limits. This form may be used to make a formal request to the Mineola City Manager for your property to be incorporated, but a letter containing the same with the information in this form is acceptable.

Please include a legal metes and bounds

**description/survey of the property with a signed letter or
Name of Property Owner(s) (please list all owners with
interest in the property):** **this form, to the City via the following:**

- U.S. Postal Mail to Mercy Rushing, City Manager, City of Mineola 300 Greenville Hwy, Mineola Texas 75783
- Email to: mrushing@mineola.com

JMBoren FLP

Property Address

PropID 78256
Street Number Street Name City ST

Zip

ABS 0495; Rivers CE; Tract 2PT; 1.506A

Parcel ID No.:

I, the undersigned property owner of the aforementioned real property, and on behalf of any and all other property owners with interest in such property, do hereby execute and submit this Petition for Annexation for the express purpose of requesting that the City of Mineola incorporate my aforementioned property into the corporate boundaries of the City of Mineola. I hereby certify and attest that I have the authority to do so, and have been provided such authority by others that have ownership interest in the

property subject to this request/petition.

I, the undersigned, also understand that a "metes and bounds" legal description/survey of the land applicable to this petition shall be provided as an attachment to this request in order for the City to take action on this request.

Mindy Hipp

Printed Name



Signature

Date

11/15/25

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINEOLA, TEXAS
AND Jim Boren FLP**

This Municipal Services Agreement ("the Agreement") is entered into on _____ day of _____, 20____ by and between the City of Mineola, Texas, a general-law municipality of the State of Texas, ("City") and Jim Boren FLP (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 _____ 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.

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. 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 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

By: _____

By: Mindy Hupp

Title: Mayor

Title: Partner

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 _____, Mayor of the City of Mineola, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

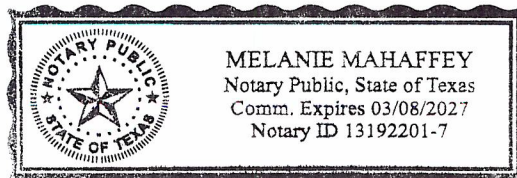
State of Texas §
County of Wood §

This instrument was acknowledged before me on the 15 day of January, 2025, by Mindy Hupp [applicant's name]

By: Melanie Mahaffey

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Mineola





7 RANGE SURVEYING

401 E. Front St. Suite 231 Tyler, Texas 75702

Office Phone – (903) 630-2606

Email: Info@7rsurvey.com

TBPELS Firm No. 10194919

January 6th, 2025

FIELD NOTE description for a 1.509 acre tract being located in the Charles E. Rivers Survey, Abstract No. 495, Wood County, Texas, and being all of a certain called 1.506 acre tract vested to JM Boren Family, L.P. in Document Number 2014-00009048 of the Official Public Records of Wood County, Texas, and being described in Volume 1891, Page 714 of the Real Property Records, Wood County, Texas, said 1.509 acre tract to be more particularly described as follows;

BEGINNING at a 1/2" iron rod (found) in the East right-of-way of S. US. Highway 69 for the southwest corner of the herein described tract, being the northwest corner of a certain called 2.016 acre tract described in a deed to East Texas Twisters, LLC as recorded in Document Number 2019-00001093, being the P.C. of a curve turning to the right ;

THENCE Northwesterly with the east right-of-way of Highway 69 and a curve turning to the right having a delta angle of 01 deg. 37 min. 14 sec., a radius of 5619.58 feet, an arc length of 158.93 feet, a chord bearing of North 09 deg. 39 min. 58 sec. West, and a chord length of 158.93 feet to a concrete monument (found) for an angle break in the west line of the herein described tract;

THENCE North 02 deg. 32 min. 31 sec. West continuing with said east right-of-way, a distance of 70.82 feet to a 1/2" iron rod (found) for the northwest corner of the herein described tract;

THENCE North 87 deg. 59 min. 45 sec. East with the north line of the herein described tract, a distance of 313.66 feet to a 1/2" iron rod (set with cap "7 Range Surveying") for the northeast corner of the herein described tract, being in the west right-of-way of Old Tyler Highway, from which a 5/8" iron rod (found) for reference bears South 00 deg. 04 min. 56 sec. East a distance of 6.74 feet;

THENCE South 20 deg. 39 min. 13 sec. East with said west right-of-way, a distance of 166.92 feet to a 1/2" iron rod (set with cap "7 Range Surveying") for the southeast corner of the herein described tract, being the northeast corner of said 2.016 acre tract, from which a 1/2" iron rod (found) for reference bears South 21 dg. 02 min. 19 sec. East a distance of 3.14 feet;

THENCE South 76 deg. 30 min. 17 sec. West with the north line of said 2.016 acre tract, a distance of 352.24 feet to the **POINT OF BEGINNING** and containing **1.509 ACRES OF LAND**.

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

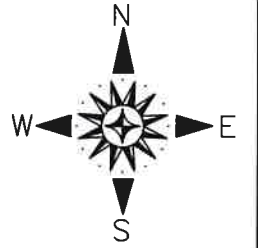
I, Cruse B. Sudduth, do hereby certify that these Field Notes represent an on the ground survey performed under my supervision during December, 2024, and is being submitted along with an exhibit plat of said tract, herein described.

Cruse B. Sudduth
Registered Professional Land Surveyor
State of Texas Number 5308
File No. 2412044



Surveyed: 1.509 Acres
 TBD HWY 69, Quitman
 Wood County, Texas
 Charles E. Rivers Survey, A-495
 Prepared for: AJaz Khan

Conference Association of Texas
 WCAD



Joseph E. White Survey, A-612
 Charles E. Rivers Survey, A-495

N 87°59'45" E 313.66'

5/8" IRF Brs.
 S 00°04'56" E 6.74'

N 02°32'31" W 70.82'

Concrete Monument

- Vesting -
 JM Boren Family, L.P.
 Called 1.506 Acres
 Doc. No. 2014-00009048
 - Description -
 Volume 1891, Page 714

$\Delta=1'37'14"$
 $R=5619.58'$
 $ARC=158.93'$
 $CH=N 09°39'58" W$
 $L=158.93'$

1/2" IRF Brs.
 S 21°02'19" E 3.14'

S 76°30'17" W 352.24'

POB

East Texas Twisters, LLC
 Called 2.016 Acres
 Doc. No. 2019-00001093

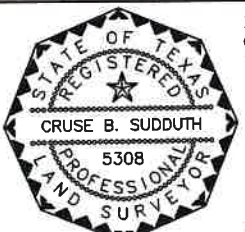
Old Tyler Highway

Phone cable



SYMBOL LEGEND

- 1/2" Iron Rod Set
- 1/2" Iron Rod Found
- ◇ Cotton Spindle Set
- ◆ Cotton Spindle Found
- ⊙ Point For Corner
- ⊗ Air Conditioning
- ⊗ Water Meter
- ⊗ Electric Meter
- ⊗ Gas Meter
- ⊗ Light Pole
- ⊗ Power Pole
- ⊗ Septic Equipment
- ⊗ Fire Hydrant
- ⊗ Pipeline Marker
- ⊗ Telephone Pedestal
- ⊗ Manhole
- ⊗ Propane Tank
- X — Fence
- E — Overhead Elec.
- *Unless otherwise noted



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

I, CRUSE B. SUDDUTH, DO HEREBY CERTIFY THAT THIS PLAT
 REPRESENTS AN ACTUAL ON THE GROUND SURVEY MADE
 UNDER MY DIRECT SUPERVISION DURING DECEMBER, 2024.

Cruse B. Sudduth
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5308

DRAWN BY: A.C.J. CHECKED BY: DLB FILE NO. 2412044 DATE: 1/6/2025



**7 RANGE
 SURVEYING**

401 E. Front St. Suite 231 Tyler, Tx 75702
 Office - (903) 630-2606
 TBPELS Firm No. 10194919

NOTE: This survey was prepared without the benefit of an abstract
 of title. There may be easements or other matters of record not
 shown. At the time of the survey, there was no attempt made to
 locate any underground pipelines or utilities.

Wood CAD Property Search

Property Details

Account		
Property ID:	78256	Geographic ID: 0495-0002-0004-35
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:		
Map ID:		Mapsco:
Legal Description:		
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	186147	
Name:	BOREN JM FAMILY LP	
Agent:		
Mailing Address:	234 CR 1425 QUITMAN, TX 75783	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: BOREN JM FAMILY LP **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A	N/A	N/A

GWD	WOOD COUNTY	N/A	N/A	N/A	N/A	N/A
SMI	MINEOLA ISD	N/A	N/A	N/A	N/A	N/A
WDD	WASTE DISPOSAL DISTRICT	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: 1.455080

Estimated Taxes With Exemptions: \$175.34

Estimated Taxes Without Exemptions: \$175.34

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
LN	LN	1.51	65,775.60	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$12,050	\$0	\$12,050	\$0	\$12,050
2023	\$0	\$11,300	\$0	\$11,300	\$0	\$11,300
2022	\$0	\$20,710	\$0	\$20,710	\$0	\$20,710
2021	\$0	\$11,300	\$0	\$11,300	\$0	\$11,300
2020	\$0	\$11,300	\$0	\$11,300	\$0	\$11,300
2019	\$0	\$11,300	\$0	\$11,300	\$0	\$11,300
2018	\$0	\$12,990	\$0	\$12,990	\$0	\$12,990
2017	\$0	\$12,990	\$0	\$12,990	\$0	\$12,990
2016	\$0	\$12,990	\$0	\$12,990	\$0	\$12,990

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
1/10/2003	WD	WARRANTY DEED	SISK DALE ALLEN	BOREN JOHN MICHAEL	1891	714	0
7/7/2014	WD	WARRANTY DEED	BOREN JOHN MICHAEL	BOREN JM FAMILY LP	2014-00009048		