

## ORDINANCE NO. 24-3770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLAINVIEW, TEXAS: ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF PLAINVIEW, HALE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, 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; ADOPTING A WRITTEN AGREEMENT REGARDING SERVICES FOR THE ANNEXED PROPERTY; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plainview, Texas, pursuant to the constitution and laws of the State of Texas, including but not limited to, Chapter 43 of the Texas Local Government Code and Article VII, Section 7.03 of the City Charter of the City of Plainview, Texas, is authorized to annex territory, subject to the laws of this state; and

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

WHEREAS, the City has received a landowner request under Local Government Code Chapter 43, Subchapter C-3 to annex the following property (the "**Property**"), which is more fully described in Exhibit A attached and fully incorporated in to this Ordinance:

A 2.62 acre tract of land located in section 27, block JK-2, G.C. & S.F. RR. CO. SURVEY, abstract No. 25, Hale County, Texas; and

WHEREAS, because the Property is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, chapter 23, Tax Code, or as timer land under Subchapter E of that chapter, the City is not required to offer to make a development agreement with the landowner pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code; and

WHEREAS, State Street Housing Development, LP, through Salem Clark Development and its representative Kelly Garrett, has proposed a development of the Property for affordable rental housing at approx. 4200 W. 16<sup>th</sup> Street, to be named Westwind of Plainview, in the City of Plainview, Hale County; and

WHEREAS, the Texas Department of Housing and Community Affairs has awarded 2024 Competitive 9% Housing Tax Credits to State Street Housing Development, LP, through Salem Clark Development and its representative Kelly Garrett, for Westwind of Plainview, to be located on the Property; and

WHEREAS, notice of a public hearing regarding this proposed annexation was posted on the City's Internet website and published in a newspaper of general circulation at least once on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the date of public hearing, and the notice on the Internet website remained posted until the date of the hearing; and

WHEREAS, a public hearing was held on September 19, 2024, at which time all interested parties were given the opportunity to be heard regarding this proposed annexation; and

WHEREAS, the City Council of the City of Plainview, finds that the procedures described in Subchapter C-3 of Chapter 43 of the Local Government Code have been duly followed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLAINVIEW, TEXAS HEREBY ORDAINS THAT:

SECTION 1. The Property is hereby annexed to the City of Plainview, Hale County, Texas, and the boundary limits of the City of Plainview are hereby extended to include the property within the city limits of the City of Plainview, and the Property shall hereafter be included within the territorial limits of the City of Plainview, Texas.

SECTION 2. The inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Plainview, Texas, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. The corporate limits of the City of Plainview are hereby amended to comply with the annexation described in this Ordinance. The official map and boundaries of the City are hereby amended and revised to include the area hereby annexed.

SECTION 4. Pursuant to Section 14.02.003(d) of the Code of Ordinances, City of Plainview, Texas, the Property shall be zoned as Multi-Family (MF), and the Plainview Zoning Ordinance and the Zoning Map of the City of Plainview shall be amended accordingly.

SECTION 5. Pursuant to Section 43.0672 of the Texas Local Government Code, a written agreement regarding services has been negotiated and entered in to between the City and the landowner and is hereby adopted and attached as Exhibit B attached to this Ordinance.

SECTION 6. The City Secretary is hereby directed to file with the County Clerk of Hale County, Texas, a certified copy of this Ordinance, and is hereby instructed to include this Ordinance in the records of the City.

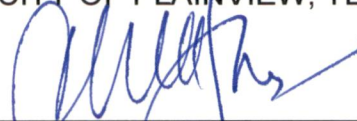
SECTION 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 8. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

SECTION 9. This Ordinance shall be effective in accordance with the law.

PASSED AND APPROVED on First Reading on September 19, 2024, and on Second Reading on September 24, 2024.

CITY OF PLAINVIEW, TEXAS



---

Charles Starnes, Mayor

ATTEST:



---

Belinda Hinojosa, City Secretary

**Exhibit A to ORDINANCE NO. 24-3770**  
**Property Description**

A 2.62 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK JK-2, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 25, HALE COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 11.71 ACRE TRACT CONVEYED TO STATE STREET HOUSING DEVELOPMENT, LP IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2012-005225 OF THE OFFICIAL PUBLIC RECORDS OF HALE COUNTY TEXAS (OPRHCT), SAID 2.62 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMO ENGINEERING", FOUND IN THE NORTH LINE OF 16TH STREET, DEDICATED WITH THE PLAT OF WAL-MART SUPERCENTER ADDITION, LOTS 1-3, BLOCK 1 & LOTS 1-2, BLOCK 2, AS DESCRIBED BY THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1002, PAGE 4678 OF THE OPRHCT, AT THE SOUTHWEST CORNER OF STONEBRIDGE, TRACT "A", AS DESCRIBED BY THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN CCFN 2014-003157 OF THE OPRHCT, THE SOUTH LINE OF SAID 11.71 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,497,653.02 AND EASTING: 984,857.00 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "AMO ENGINEERING", FOUND FOR THE SOUTHEAST CORNER OF SAID STONEBRIDGE, TRACT "A" AND THE ORIGINAL SOUTHEAST CORNER OF SAID 11.71 ACRE TRACT BEARS S. 88° 26' 44" W. A DISTANCE OF 462.15 FEET AND HAVING COORDINATES OF NORTHING: 7,497,640.49 AND EASTING: 985,318.94 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 26' 44" w., ALONG THE NORTH LINE OF SAID 16TH STREET AND THE SOUTH LINE OF SAID 11.71 ACRE TRACT, A DISTANCE OF 328.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01 ° 33' 16" E. A DISTANCE OF 348.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET FOR THE NORTHWEST CORNER OF THIS TRACT, AND HAVING COORDINATES OF NORTHING: 7,498,009.76 AND EASTING: 984,538.59 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 26' 44" E. A DISTANCE OF 328.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET IN THE WEST LINE OF SAID STONEBRIDGE, TRACT "A", FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01 ° 33' 16" W., ALONG THE WEST LINE OF SAID STONEBRIDGE, TRACT "A", A DISTANCE OF 348.00 FEET TO THE POINT OF BEGINNING. BEARINGS AND

COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ), TEXAS NORTH CENTRAL ZONE, BEING CALCULATED FROM A POINT OF ORIGIN LOCATED AT NORTHING: 7,497,704.63 AND EASTING: 984,862.64, WITH A CONVERGENCE ANGLE OF(-) 01° 46' 27.19" TO TRUE NORTH AND A COMBINED SCALE FACTOR OF 0.999913920. DISTANCES ARE AT SURFACE IN U.S. SURVEY FEET.

**AGREEMENT REGARDING MUNICIPAL SERVICES  
(SUBCHAPTER C-3 ANNEXATION)**

This Agreement Regarding Municipal Services ("**Agreement**") is between the City of Plainview, Texas, a home rule municipality and political subdivision of the State of Texas (the "**City**"), and State Street Housing Development, LP, a Texas limited partnership (THE "**Owner**").

**RECITALS**

WHEREAS, the City Council of the City of Plainview, Texas, pursuant to the constitution and laws of the State of Texas, including but not limited to, Chapter 43 of the Texas Local Government Code and Article VII, Section 7.03 of the City Charter of the City of Plainview, Texas, is authorized to annex territory, subject to the laws of this state; and

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

WHEREAS, the City has received a landowner request under Local Government Code Chapter 43, Subchapter C-3 to annex the following property (the "**Property**"), which is more fully described in Exhibit A attached and fully incorporated in to this Agreement:

A 2.62 acre tract of land located in section 27, block JK-2, G.C. & S.F. RR. CO. SURVEY, abstract No. 25, Hale County, Texas; and

WHEREAS, on September 19, 2024 and September 24, 2024, the City is considering Ordinance No. 24-3770, which would annex the Property to the City of Plainview; and

WHEREAS, Section 43.0672 of the Local Government Code provides: "The governing body of the municipality that elects to annex an area under [subchapter C-3] must first negotiate and enter into a written agreement with the owners of the land in the area for the provision of services in the area"; and

WHEREAS, the City and the Owner now desire to enter into such a written agreement regarding services, to be effective contingent upon the final passage and effective date of Ordinance No. 24-3770 by the City Council of the City of Plainview; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is acknowledged, the City and Owner agree as follows:

1. **Recitals Incorporated.** The recitals outlined above are found to be true and correct and are incorporated herein as though set forth fully herein.
2. **Property.** This Agreement is only applicable to the Property described in Exhibit A, which is the subject of Ordinance No. 24-3770. The Property is undeveloped and does not have any structures or other improvements as of the effective date of this Agreement.

Exhibit B to ORDINANCE NO. 24-3770

3. **Intent.** It is the intent of the City that this Agreement provide for the delivery of all available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
4. **Effective Date.** This Agreement shall become effective contingent upon the final passage and effective date of Ordinance No. 24-3770 by the City Council of the City of Plainview. The date upon which Ordinance No. 24-3770 becomes effective shall be the effective date of this Agreement (the “**Effective Date**”).
5. **Municipal Services.**
  - a. Commencing on the Effective Date, the City will provide the municipal services set forth below, subject to the terms and conditions contained herein. 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, in accordance with applicable city ordinances, rules, regulations, and policies.
    - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
    - ii. Police – The City’s Police Department will provide protection and law enforcement services.
    - iii. Emergency Medical Services - The City’s Fire Department will provide emergency medical services.
    - iv. Planning, Zoning, and Building – The City’s Community Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
    - v. Streets – The City will maintain any public streets existing at the time of annexation, and any public rights-of-way lawfully and properly dedicated to the City for such purposes and over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
    - vi. Water and Wastewater - Subject to all applicable ordinances and rules regarding water and wastewater utilities, any home or building constructed on any lot or parcel on the Property after annexation shall be required to connect to the City’s water and wastewater utility system.
    - vii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City agreements, ordinances, and policies, except where prohibited by law.
    - viii. Code Compliance – The City’s Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property.
    - ix. Street Lights – The City will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.
  - b. The City is not required to provide any service that is not included in this Agreement.
  - c. The services the City provides herein may change or be re-organized and, to the extent that such change or re-organization applies to the entire City, such change or re-organization shall apply to the Property.
5. **Legal Authority.** The City and the Owner represent that they have full power, authority, and

legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that the annexation of the Property and approval of Ordinance No. 24-3770 is within the sole jurisdiction of the City Council.

6. **Severability.** If any part, term, or provision of this Agreement is held by any court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term, or provision of this Agreement, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **Immunities.** This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the City or any officer, agent, or employee of the City.
8. **Entire Agreement; Amendments.** This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom, shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in a writing executed by a duly authorized representative of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.
9. **Jurisdiction and Venue.** This Agreement will be construed under Texas law, and venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Hale County, Texas.
10. **No Joint Venture.** Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal-agent relationship between Owner and the City. The rights and obligations of the parties are to be governed strictly by this Agreement, and it is not intended that there shall be any lending of credit by one party to the other or that either party shall be entitled to create any obligation binding on the other party not specifically provided for herein. Nothing herein shall be construed as a loan or pledge of credit or assets by City as prohibited by Article 3, Section 52 of the Texas Constitution or otherwise.
11. **Counterparts.** The execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by the parties. This Agreement may be executed in multiple counterparts, each of which shall constitute an original.
12. **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.
13. **Binding Agreement.** This Agreement is binding on and inures to the benefit of the parties and their successors and assigns.



Exhibit B to ORDINANCE NO. 24-3770

Executed as of the dates written below.

**CITY OF PLAINVIEW, TEXAS**

By: \_\_\_\_\_  
Charles Starnes, Mayor

STATE OF TEXAS           §  
  §  
COUNTY OF HALE       §

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by Charles Starnes as Mayor of the City of Plainview, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE STREET HOUSING DEVELOPMENT, LP, a Texas limited partnership**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of State Street Housing Development, LP, at Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A to Written Agreement Regarding Municipal Services**  
**Property Description**

A 2.62 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK JK-2, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 25, HALE COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 11.71 ACRE TRACT CONVEYED TO STATE STREET HOUSING DEVELOPMENT, LP IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2012-005225 OF THE OFFICIAL PUBLIC RECORDS OF HALE COUNTY TEXAS (OPRHCT), SAID 2.62 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMO ENGINEERING", FOUND IN THE NORTH LINE OF 16TH STREET, DEDICATED WITH THE PLAT OF WAL-MART SUPERCENTER ADDITION, LOTS 1-3, BLOCK 1 & LOTS 1-2, BLOCK 2, AS DESCRIBED BY THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1002, PAGE 4678 OF THE OPRHCT, AT THE SOUTHWEST CORNER OF STONEBRIDGE, TRACT "A", AS DESCRIBED BY THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN CCFN 2014-003157 OF THE OPRHCT, THE SOUTH LINE OF SAID 11.71 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,497,653.02 AND EASTING: 984,857.00 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "AMO ENGINEERING", FOUND FOR THE SOUTHEAST CORNER OF SAID STONEBRIDGE, TRACT "A" AND THE ORIGINAL SOUTHEAST CORNER OF SAID 11.71 ACRE TRACT BEARS S. 88° 26' 44" W. A DISTANCE OF 462.15 FEET AND HAVING COORDINATES OF NORTHING: 7,497,640.49 AND EASTING: 985,318.94 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 26' 44" w., ALONG THE NORTH LINE OF SAID 16TH STREET AND THE SOUTH LINE OF SAID 11.71 ACRE TRACT, A DISTANCE OF 328.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01 ° 33' 16" E. A DISTANCE OF 348.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET FOR THE NORTHWEST CORNER OF THIS TRACT, AND HAVING COORDINATES OF NORTHING: 7,498,009.76 AND EASTING: 984,538.59 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 26' 44" E. A DISTANCE OF 328.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "AMO ENGINEERING", SET IN THE WEST LINE OF SAID STONEBRIDGE, TRACT "A", FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01 ° 33' 16" W., ALONG THE WEST LINE OF SAID STONEBRIDGE, TRACT "A", A DISTANCE OF 348.00 FEET TO THE POINT OF BEGINNING. BEARINGS AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, BEING CALCULATED FROM A POINT OF ORIGIN LOCATED AT NORTHING: 7,497,704.63 AND EASTING: 984,862.64, WITH A CONVERGENCE ANGLE OF(-) 01° 46' 27.19" TO TRUE NORTH AND A COMBINED SCALE FACTOR OF 0.999913920. DISTANCES ARE AT SURFACE IN U.S. SURVEY FEET.