

**ORDINANCE NO. 2021-38**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING THE BEL NAFEGAR SANCHEZ ELEMENTARY SCHOOL TRACT, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICE AGREEMENT, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, DULY ASSEMBLED:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.
2. This annexation is authorized by Subchapter 43, C-3 of the Texas Local Government Code and all other applicable law.
3. Alvin Independent School District is the owner of the land annexed by this ordinance, and Alvin Independent School District has requested this annexation.
4. This entire ordinance is in the public interest.
5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.
6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of that City.
7. The City of Iowa Colony hereby adopts and enacts the Municipal Service Agreement attached hereto as Exhibit "B" and incorporated herein in full.
8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.
9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:


KAYLEEN ROSSER, CITY SECRETARY



Iowa Colony/Ordinance/Annexation/Ord Annexing Bel Sanchez Elementary School

**EXHIBIT “A”
ANNEXED AREA**

DESCRIPTION

Of 15.000 acres of land being out of a called 300.9 acre tract of land described in a deed dated January 17, 2006, from Iowa Colony Sterling Lakes, LTD., to George V. Sowers, Jr., Trustee, as recorded in Brazoria County Clerk's File No. 2006003948 of the Official Public Records of Brazoria County, Texas, said 15.000 acres being out of the William Pettus League, Abstract No. 714, Brazoria County, Texas and being more particularly described by metes and bounds as follows: (Bearings based upon Texas State Plain Coordinates (NAD83) South Central Zone No. 4204, Grid Coordinates and may be brought to Surface by applying the scale factor of 0.99986774878);

COMMENCING at a ¾ inch iron pipe found for the northwest corner of said 300.9 acres, same being in the centerline of a called 40' County Road, as recorded in Vol. 3, Pg 129 of the Plat Records of Brazoria County, Texas;

THENCE North 86° 54' 42" East, along the north line of said 300.9 acres and center line of said County Road, for a distance of 2660.97 feet to a point in the south line of a called 260.55 Acres (Tract 7) conveyed by deed dated December 8, 1967, to Sharp Corporation, as recorded in Vol. 1004, Pg. 761, of the Deed Records of Brazoria County, Texas;

THENCE South 03° 05' 18" East, for a distance of 150.00 feet to a point for the northwest corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE North 86° 54' 42" East, along a line 150 feet south of and parallel of said 300.9 acres and center line of said County Road, for a distance of 725.23 feet to a point for corner;

THENCE South 02° 40' 40" East, for a distance of 840.89 feet to a point for corner;

THENCE along a curve to the right having a radius of 25.00 feet, a central angle of 90° 09' 18", a chord bearing and distance S 42° 23' 59" W – 35.40 feet, and an arc length of 39.34 feet to a point for corner;

THENCE South 87° 28' 38" West, for a distance of 147.11 feet to a point for corner;

THENCE along a curve to the left having a radius of 550.00 feet, a central angle of 18° 07' 21", a chord bearing and distance S 78° 24' 57" W – 173.24 feet, and an arc length of 173.96 feet to a point for corner;

THENCE South 69° 21' 17" West, for a distance of 166.63 feet to a point for corner;

THENCE along a curve to the right having a radius of 450.00 feet, a central angle of 27° 54' 53", a chord bearing and distance S 83° 18' 43" W – 217.08 feet, and an arc length of 219.24 feet to a point for corner;

08/01/2014

15.000 Acres

WILLIAM PETTUS LEAGUE, Ab. 714, Brazoria County, Texas

THENCE North 03° 05' 18" West, for a distance of 953.72 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 15.000 acres or 653,400 square feet of land;

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF AGUST, 2014
REVISED 08/22/2014



Scot Lowe
Registered Professional Land Surveyor No. 5007



Prepared in conjunction with survey Proj. 0040-1003.205 dated 8/5/14

EXHIBIT “B”
MUNICIPAL SERVICE AGREEMENT

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
ALVIN INDEPENDENT SCHOOL DISTRICT**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Alvin Independent School District ("Owner").

RECITALS

The parties agree that the following recitals are true and form the basis upon which the parties have entered into this Agreement.

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 15.000 acres of land ("Property"), generally known as the Bel Navegar Sanchez Elementary site, situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire 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, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property.
- 2. METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

- 3. MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal

MUNICIPAL SERVICES AGREEMENT BETWEEN CITY OF IOWA COLONY AND ALVIN ISD Page 1 of 2

services set forth in this subsection.

- i. Police. The Alvin ISD Police Department and the Iowa Colony Police Department will jointly provide police services to the Property. This Agreement shall not impair any existing or future agreements or plans concerning police services for large events or crowds.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
 - v. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
- b. The City does not provide the following services to the Property and does not contract to do so:
- i. Fire Protection. The City does not provide fire protection to the Property. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. The City does not provide emergency medical services to the Property. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. The City does not provide stormwater drainage service to the Property. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Water and Wastewater. The City does not provide water and wastewater services to the Property. At this time, water and wastewater services are provided by a municipal utility district.
 - v. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner 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.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a 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, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **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.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **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.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
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.
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 AND BENEFITS SUCCESSORS AND RUNS WITH THE**

LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: Michael Byrum-Bratsen
Michael Byrum-Bratsen,
Mayor

ATTEST:

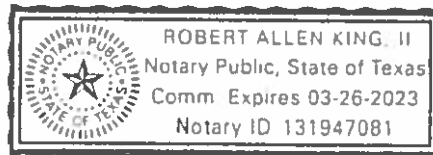
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

Robert Allen King, II
Notary Public, State of Texas

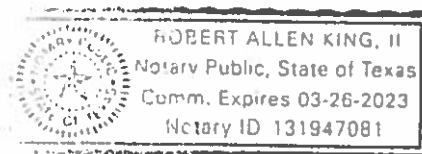


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

Robert Allen King, II
Notary Public, State of Texas



ALVIN INDEPENDENT SCHOOL DISTRICT

By: Carol Nelson
Signature
Printed Name: Carol Nelson
Title: Superintendent

ATTEST:

Patrick S. Miller
Signature
Printed Name: Patrick S. Miller
Title: C.O.O. - AISD

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 17TH day of December, 2021, by Carol Nelson, as the Superintendent, on behalf of Alvin Independent School District.

Billie J Cunningham
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 17TH day of December, 2021, by Patrick Miller, as the Chief of Operations on behalf of Alvin Independent School District.

Billie J Cunningham
Notary Public, State of Texas

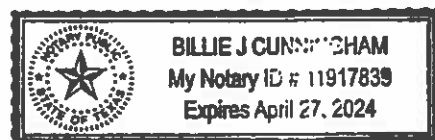


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WITNESS MY HAND AND SEAL THIS THE 5th DAY OF AGUST, 2014
REVISED 08/22/2014

si6tt:o

Registered Professional Land Surveyor No. 5007



Prepared in conjunction with survey Proj. 0040-1003.205 dated 8/5/14



CITY OF IOWA COLONY

12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-38 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.



Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083575

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 16 Recording Fee: \$82.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, reading "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-clare