

**ORDINANCE NO. 2021-39**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING THE CITY PUBLIC SAFETY SITE ON MERIDIANA, 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. The City of Iowa Colony is the owner of the land annexed by this ordinance, and by passing this ordinance, the City requests 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

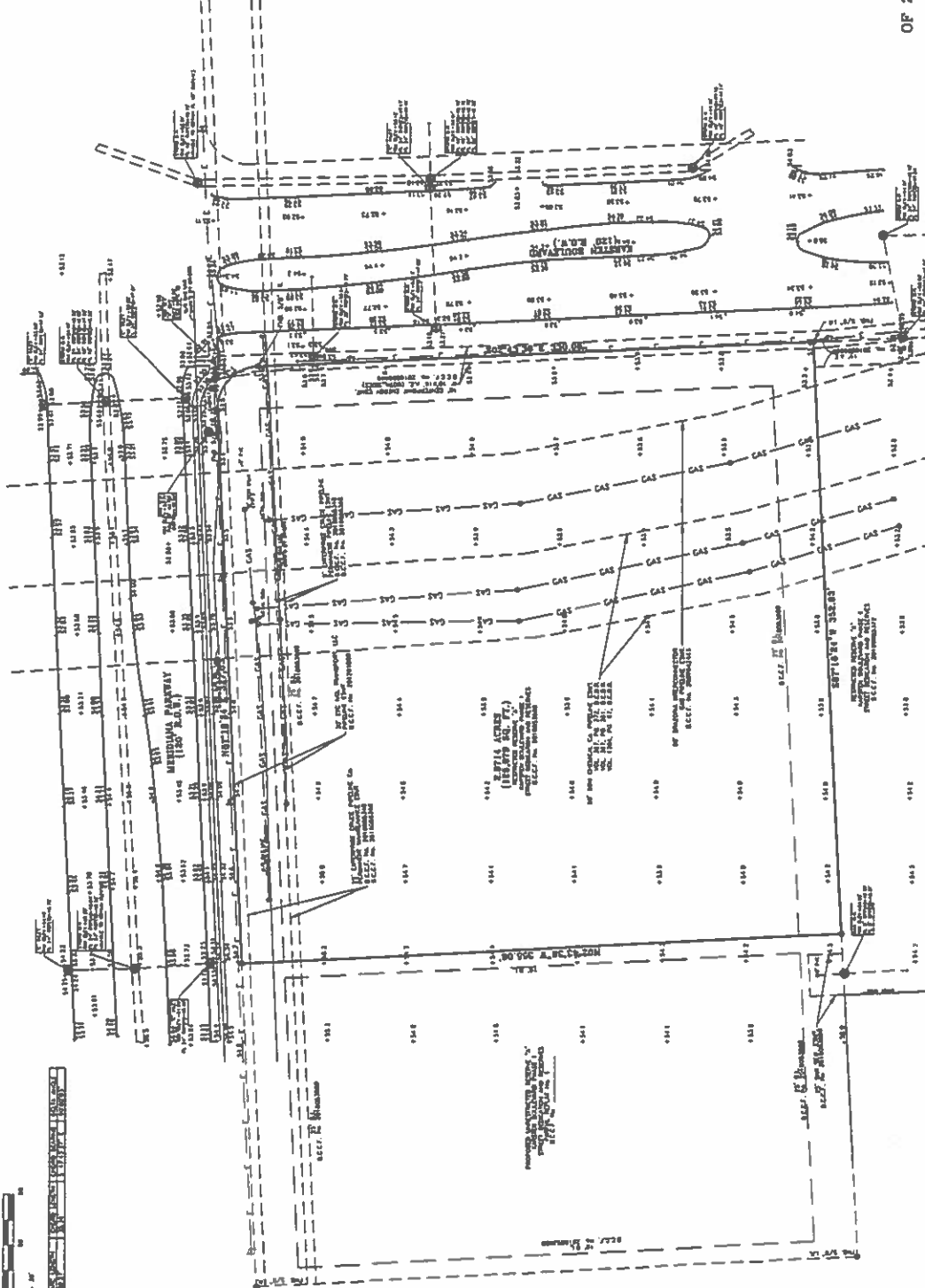


Iowa Colony/Ordinance/Annexation/Ord Annexing City Public Safety Site on Meridiana

**EXHIBIT “A”
ANNEXED AREA**

NOTES:

1. The surveyor has estimated the relative accuracy.
2. The surveyor has estimated the relative accuracy.
3. The surveyor has estimated the relative accuracy.
4. The surveyor has estimated the relative accuracy.
5. The surveyor has estimated the relative accuracy.
6. The surveyor has estimated the relative accuracy.
7. The surveyor has estimated the relative accuracy.
8. The surveyor has estimated the relative accuracy.
9. The surveyor has estimated the relative accuracy.
10. The surveyor has estimated the relative accuracy.



PLAT OF SURVEY
TOPOGRAPHY SURVEY
OF 2.8714 ACRES (125,079 SQ. FT.)
OUT OF AND A PART OF A
RESTRICTED RESERVE "A"
KANSTEIN BOULEVARD PHASE I
STREET DEDICATION AND RESERVES
B.C. LOCATED IN THE
H.T. & B. R.R. CO. SURVEY, A-288
BRAZORIA COUNTY, TEXAS



PROFESSIONAL LAND SURVEYING
5509 EAST FLEWING, SUITE 1100
HOUSTON, TEXAS 77056
PHONE 770-1234
FAX 770-5678



Surveyor's signature and name: [Signature] H.T. & B. R.R. Co. Survey, A-288

LEGEND

1	Survey line
2	Property line
3	Right of way line
4	Water line
5	Power line
6	Gas line
7	Drainage line
8	Other line

EXHIBIT “B”
MUNICIPAL SERVICE AGREEMENT

**UNILATERAL MUNICIPAL SERVICES AGREEMENT
BY THE CITY OF IOWA COLONY, TEXAS**

RECITALS

The following recitals are true and form the basis upon which this Agreement is made.

Section 43.0671 of the Texas Local Government Code authorizes the City of Iowa Colony, Texas ("City" or "Owner") to annex an area if each owner of land in the area requests the annexation. The City owns the Property herein described, and by passing the annexation ordinance to which this Agreement is attached, the City requests that annexation.

The City elects to annex the Property under the authority of Subchapter 43, C-3 of the Texas Local Government Code, so 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"). Since the City owns the Property, this Municipal Services Agreement ("Agreement") is a unilateral agreement by the City for the benefit of the current Owner of the Property and its successors in title.

The "Property" is approximately 2.871 acres of land generally located in the southwest quadrant of the intersection of Meridiana Parkway and Karsten Boulevard, and which is the property in Brazoria County Appraisal District Property ID No. 683783 and Geographic ID No. 5550-1000-001 and which is 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.

The City desires to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, this Agreement provides 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 services set forth in this subsection.
 - i. Police. The City's Police Department will provide law enforcement services.
 - 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.
 - b. The City does not provide the following services to the Property and does not contract to do so:
 - i. Fire Protection. 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. 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. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. 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.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. 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 any City departments mentioned herein 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
- Unilateral Municipal Services Agreement by the City of Iowa Colony

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 represents that it has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Agreement.
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.** In any litigation relating to this Agreement, the terms and conditions of the Agreement shall be interpreted according to the laws of the State of Texas.
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 a 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.** Neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of any 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 a named party and its 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 a party and its 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 on the subject matter hereof, but it does not amend, revoke, or impair any existing written agreement between the City and any other party concerning the Property.


b. This Agreement shall not be amended except by a written amendment signed by the City.

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

CITY OF IOWA COLONY, TEXAS

By: 
Michael Byrum-Bratsen,
Mayor

ATTEST:

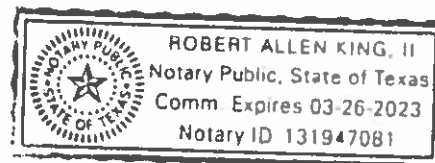

Kayleen Rosser,
City Secretary

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.

By: 
Notary Public, State of Texas

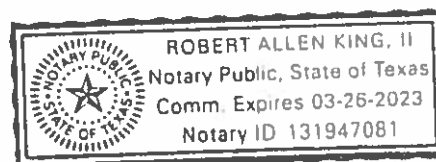


STATE OF TEXAS §

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.

By: 
Notary Public, State of Texas





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. 2021-39 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

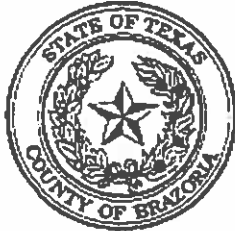
KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083576

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 11 Recording Fee: \$62.00

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