

**ORDINANCE NO. 2022-17**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING INTO THE CITY A 1.956 ACRE TRACT NORTH OF DAVENPORT PARKWAY AND EAST OF FREEDOM FIELD STADIUM, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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

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 of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.
3. The owner of the property annexed by this ordinance has requested this annexation in writing.
4. This entire ordinance is in the public interest.
5. This ordinance does not cause any area to be completely surrounded by the City without annexing the surrounded area.
6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.
7. 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 this City.
8. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Services Agreement** attached hereto as **Exhibit "B"** and incorporated herein in full.
9. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

10. 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.

11. 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 a public hearing before the passage of this ordinance.

READ, PASSED AND APPROVED on DECEMBER 19, 2022.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

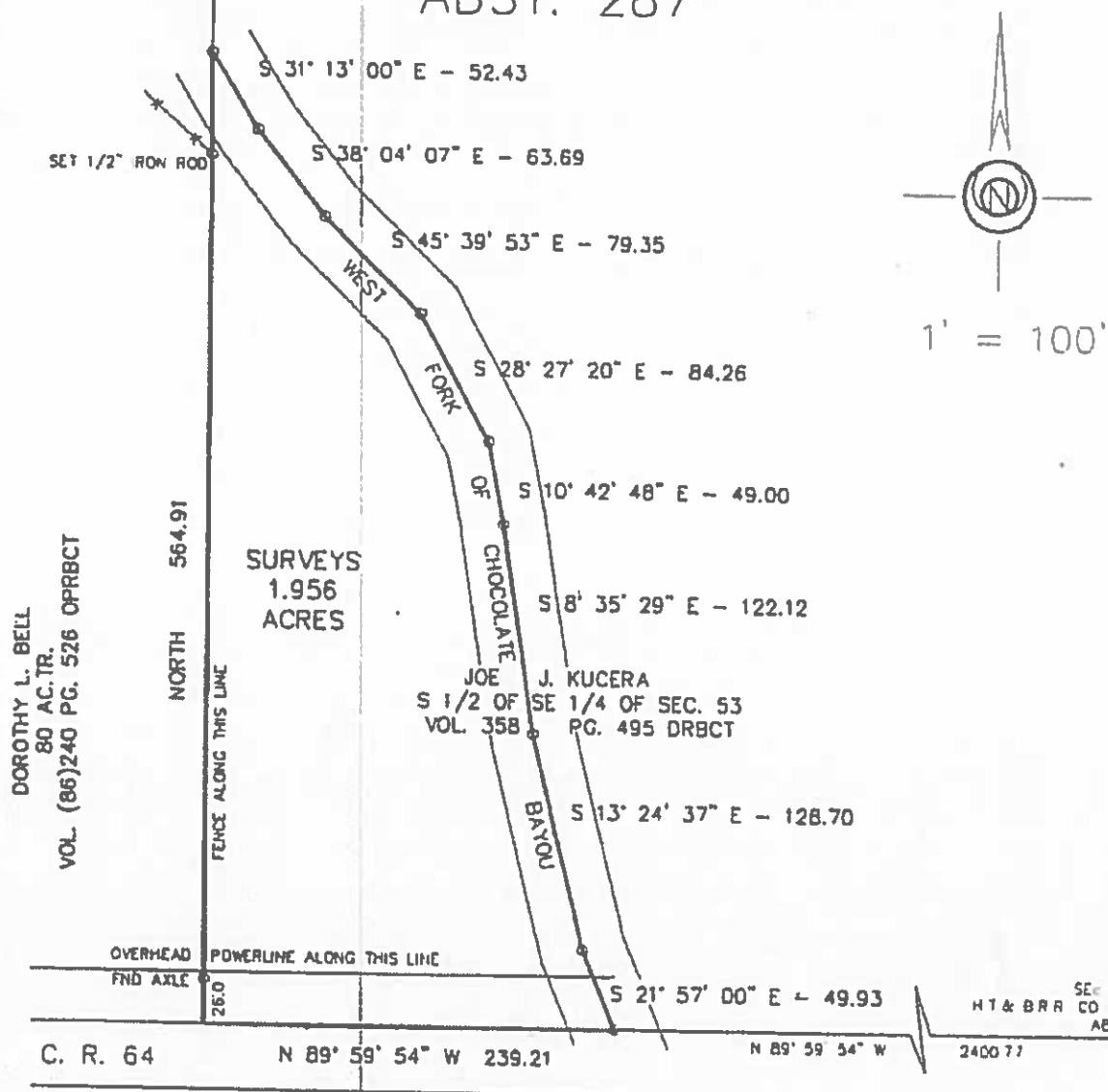

KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing Ferrell-Steele Tract



**EXHIBIT “A”
TO ANNEXATION ORDINANCE –
ANNEXED AREA**

H. T. & B. R. R. CO. SURVEY ABST. 287



W. H. DENNIS SURVEY ABST. 511

CASE NO. 2003 AL 513913-P
AMERICAN TITLE COMPANY

SURVEY MAP SHOWING BOUNDARIES ON 1.956 ACRES OF LAND, OUT OF 80.0 ACRES OF LAND, BEING THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 53, H. T. & B. R. R. CO. SURVEY, ABSTRACT 287, BRAZORIA COUNTY, TEXAS, AS RECORDED IN VOLUME 358, PAGE 495, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

This survey was made on the ground on July 1, 2003, under my supervision and conforms to the Texas Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Land Surveying, as revised July 1999.

EXHIBIT “B”
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICES AGREEMENT

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND AMBER FERRELL-STEELE
(Authorized by Tex. Loc. Gov't Code sec. 43.0672)**

This Municipal Services Agreement ("Agreement") is entered into by the **City of Iowa Colony, Texas** ("City") and **Amber Ferrell-Steele** ("Owner" or "Landowner").

RECITALS

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

This agreement is authorized by Section 43.0672 of the Texas Local Government Code.

Owner owns approximately 1.956 acres of land ("Property") 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 represents and warrants that Owner is the sole owner 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 the annexation of the Property by the City.

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 are governed by applicable law.

3. MUNICIPAL SERVICES.

- a. Commencing upon the annexation of the Property into the City for general purposes, the City will provide for the Property the municipal services set forth in this subsection, except as otherwise stated herein.
 - 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.
 - v. Roads and Streets. Before commencement of development of the Property, Owner must construct the half of any street adjoining the Property, both halves of any street going into or through the Property, and any related streetlights and regulatory signs, to the standards and specifications in the City's Design Criteria Manual, Thoroughfare Ordinance, and similar provisions; or Owner may contribute the cost of those improvements to the City instead of building them, as provided by City ordinances. The City will maintain any public city streets, streetlights, and regulatory signs over which the City has jurisdiction, beginning upon inspection of those items for compliance with city standards, and acceptance of those items by the City, except to the extent, if any, that another public entity or homeowners' association is obligated to provide those services.
 - vi. Stormwater Drainage. The City shall provide stormwater drainage services, but Owner is responsible for providing detention and managing stormwater drainage to the point that the stormwater enters a public ditch.
- 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, provides fire protection services to the Property. Brazoria County Emergency Services District No. 3 provides 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, provides emergency medical services to the Property. Brazoria County Emergency Services District No. 3 provides emergency medical services to the Property.
 - iii. Water and Wastewater Utilities. The City shall not be obligated to provide water or wastewater services, and Owner must provide those services.
 - iv. Solid Waste Services. The City does not provide solid waste services at this time, and Owner must provide those services.
- b. The City shall not be required to provide a service except as expressly provided by this Agreement.

- c. Owner understands and acknowledges that any 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 generally 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 of the Property 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 acknowledge that they are of equal bargaining power and that each of them was, or had the opportunity to be, 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. NON-ASSIGNMENT.** 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 is not assignable, except as provided in this paragraph or with the written consent of all parties to this agreement.

14. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.
15. **NOT A THIRD-PARTY CONTRACT.** 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 section.
16. **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.
17. **ANTI-BOYCOTT VERIFICATIONS.** Various statutory anti-boycott representations are not required in this Agreement, because Owner is an individual.
18. **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, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.
 - b. This Agreement shall not be amended unless executed in writing by the parties.
19. **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:

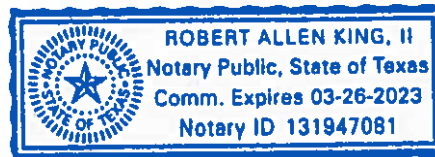
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 19 day of December, 2022, by Michael Byrum-Bratsen, as Mayor on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: Robert Allen King, II
Notary Public, State of Texas

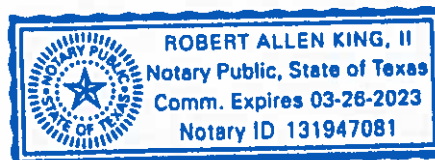


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 27 day of December, 2022, by Kayleen Rosser, as City Secretary on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: Robert Allen King, II
Notary Public, State of Texas





AMBER FERRELL-STEELE

STATE OF TEXAS

§
§
§

COUNTY OF Brazoria

This instrument was acknowledged before me on the 19 day of December, 2022, by
Amber Ferrell-Steele.



Notary Public, State of Texas

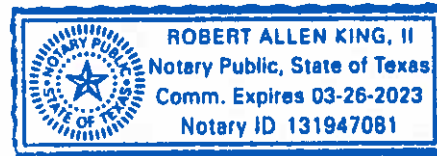
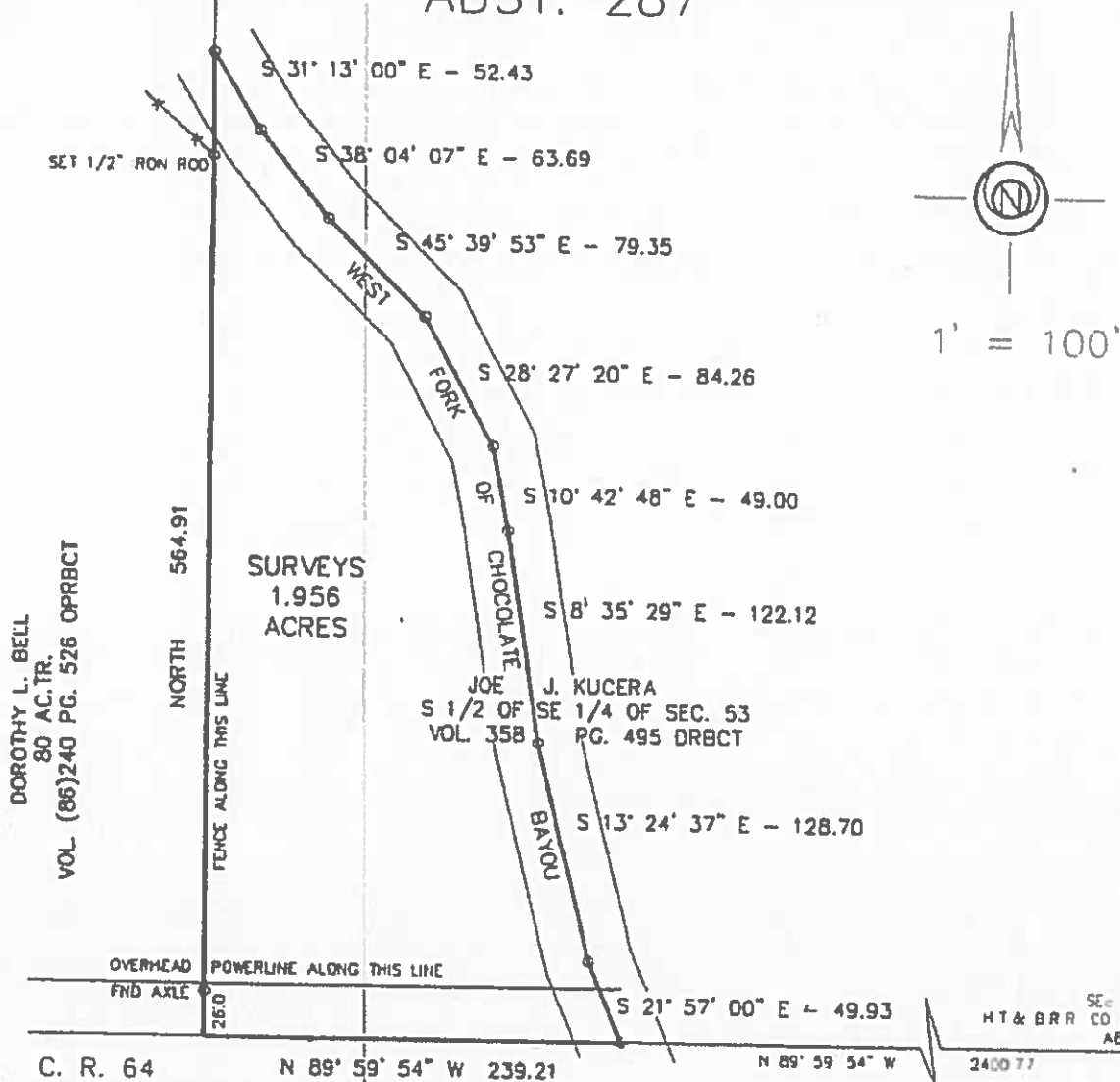


EXHIBIT “A”

PROPERTY DESCRIPTION

H. T. & B. R. R. CO. SURVEY ABST. 287



W. H. DENNIS SURVEY ABST. 511

CASE NO. 2003 AL 513913-P
AMERICAN TITLE COMPANY

SURVEY MAP SHOWING BOUNDARIES ON 1.956 ACRES OF LAND, OUT OF 80.0 ACRES OF LAND, BEING THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 53, H. T. & B. R. R. CO. SURVEY, ABSTRACT 287, BRAZORIA COUNTY, TEXAS, AS RECORDED IN VOLUME 358, PAGE 495, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

This survey was made on the ground on July 1, 2003, under my supervision and conforms to the Texas Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Land Surveying, as revised July 1999.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned City Secretary of The City of Iowa Colony do hereby certify as follows:

The City Council of the City of Iowa Colony convened in regular session on the 19th day of December 2022, at the regular meeting place thereof in the City Hall; and the roll was called of the duly constituted members of said Board, to-wit:

Michael Byrum-Bratsen
McLean Barnett
Arnetta Murray
Wil Kennedy
Chad Wilsey

Mayor
Councilman
Councilwoman
Councilman
Mayor Pro-Tem/Councilman

and Councilwoman Marquette Greene-Young being absent, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING INTO THE CITY A 1.956 ACRE TRACT NORTH OF DAVENPORT PARKWAY AND EAST OF FREEDOM FIELD STADIUM, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

was introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by a vote of:

AYES: 5

NOES: 0

ABSTAIN: 0

That a true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council were duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at the meeting, and each of the members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this 27th day of December, 2022.


City Secretary



FILED and RECORDED

Instrument Number: 2022069586

Filing and Recording Date: 12/27/2022 03:48:27 PM Pages: 15 Recording Fee: \$78.00

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, appearing to read "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-jessie