CITY COUNCIL MEETING

Monday, October 20, 2025
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING** AT **7:00 PM** ON **MONDAY, OCTOBER 20, 2025** AT **IOWA COLONY CITY HALL**, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-369-2471.

Taxpayer Impact Statement

This statement presents the estimated annual property tax bill for a median-valued homestead in Iowa Colony ($416,981) and compares it under the current revenue rate and the proposed tax rate options.

Tax Rate Scenario	Tax Rate per $100 Valuation	Estimated Annual Tax Bill	Difference from Current Year
Current FY 2024-25	$0.519209	$2,165.00	-
No-New Revenue Rate	$0.481864	$2,009.28	-155.72
Proposed Rate FY 2025-26	$0.519209	$2,165.00	No change

Proposed Budget
A physical copy is available at City Hall and online at https://www.iowacolonytx.gov/

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation- Breast Cancer Awareness Month

CITIZEN COMMENTS

An opportunity for the public to address City Council on agenda items or concerns not on the agenda. To comply with Texas Open Meetings Act, this period is not for question and answer. Those wishing to speak must identify themselves and observe a three-minute time limit.

COUNCIL COMMENTS

STAFF REPORTS

2. Building Official/Fire Marshal Monthly Report
3. Police Department Monthly Report
4. Municipal Court Monthly Report
5. Public Works Monthly Report
6. City Engineer's Report
7. Finance Monthly Reports
8. Technology Department Monthly Report
9. Water/Wastewater Utility Monthly Report

ITEMS FOR CONSIDERATION

10. Consideration and possible action to designate a representative and alternate for the 2026 H-GAC General Assembly.
11. Consideration and possible action on engineering design services agreement for the water treatment plant and water well.
12. Consideration and possible action on an ordinance allowing outdoor burning inside the city limits.
13. Consideration and possible action to appoint members to an Advisory Committee for the upcoming Impact Fee Study.
14. Consideration and possible action on a petition for annexation of a 5-acre tract (Property ID No. 176230) from Tracie and James Yoder.
15. Consideration and possible action to authorize the City Manager to execute a contract with D&M Leasing for Public Safety Vehicles.
16. Consideration and possible action appointing members to the Parks and Recreation Board.
17. Consideration and possible action to cast a vote for a candidate to serve on the Texas Municipal League Region 14 Board of Directors.

CONSENT AGENDA

Consideration and possible action to approve the following consent agenda items:

18. Consider approval of the September 8, 2025 City Council worksession minutes.
19. Consider approval of the September 8, 2025 City Council meeting minutes.
20. Consider approval of the September 15, 2025 City Council worksession minutes.
21. Consider approval of the September 15, 2025 City Council meeting minutes.
22. Consider approval of Wynserra Section 1 Preliminary Plat.
23. Consider approval of Wynserra Section 2 Preliminary Plat.
24. Consider approval of Wynserra Street Dedication and Reserves Section 1 Preliminary Plat.
25. Consider approval of Wynserra Waste Water Treatment Plant.
26. Consider approval of Wynserra Phase I General Plan.
27. Consider approval of Wynserra Section 3 Preliminary Plat.

28. Consider approval of Wynserra Section 4 Preliminary Plat.
29. Consider approval of Wynserra Water Plant Preliminary Plat.
30. Consider approval of The Market at Creekhaven North Final Plat.
31. Consider approval of El Alaniz Addition Section 2 Preliminary Plat.
32. Consider approval of Ellwood Detention Reserve D Final Plat.
33. Consider approval of Ellwood Detention Reserve E Phase I Final Plat.
34. Consider approval of Ellwood Detention Reserve F Final Plat.
35. Consider approval of Creekhaven Section 7 Preliminary Plat.
36. Consider approval of Creekhaven Section 8 Preliminary Plat.
37. Consider request for projects to be included in the FY 26 interlocal agreement (ILA) with Brazoria County for road projects.

EXECUTIVE SESSION

Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

38. Discuss matters pertaining to the selection process for a new City Manager.
39. Discuss City Attorney employment, duties, and compensation.

ITEMS FOR CONSIDERATION

40. Consideration and possible action on Executive Session matters.

ADJOURNMENT

I, Kayleen Rosser, hereby certify that the above notice of meeting of the Iowa Colony City Council was posted pursuant to the Texas Open Meeting Act (Chapter 551 of the Texas Government Code) on October 14, 2025.

Kayleen Rosser, City Secretary

I hereby certify that the foregoing agenda remained posted at the entrance to the Iowa Colony City Hall where it was visible to the public at all times and on the City's website for at least 72 hours preceding the scheduled time of the meeting therein described.

Kayleen Rosser, City Secretary

Date Signed:_____

Proclamation

Iowa Colony, Texas

WHEREAS, National Breast Cancer Awareness Month is an opportunity to raise awareness about the importance of early detection of breast cancer;

WHEREAS, breast cancer remains the second leading cause of cancer deaths among women, and both men and women should be aware that age, genetics, and family history are factors that can contribute to the risk of developing this disease; and

WHEREAS, individuals may help reduce their risk of breast cancer through regular self-exams, clinical breast exams, and mammograms, which are vital since treatments are most effective when breast cancer is detected early; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) provides breast and cervical cancer screenings and diagnostics to low-income, uninsured, and underinsured women across the United States, please visit the CDC's National Breast and Cervical Cancer Early Detection Program to find information on how to get screened through this program;

WHEREAS, we join the celebration of survivorship; we support those fighting breast cancer and we honor those women and men who have lost their courageous battle with breast cancer; and

WHEREAS, we acknowledge the extraordinary commitment and effort by medical professionals and researchers invested in finding a cure; and

NOW, ***THEREFORE***, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby proclaim October 2025, as **Breast Cancer Awareness Month** in the City of Iowa Colony, Texas, and encourage our citizens, businesses, educators, and volunteers to support activities and programs that will increase breast cancer awareness. Although there is currently no cure for this disease, there is HOPE!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 20th day of October 2025.

_____

Wil Kennedy, Mayor



IOWA COLONY FIRE MARSHAL'S OFFICE

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

Office Phone: (346) 395-4551
Cell Phone: (346) 278-9218
Email: acantu@iowacolonytx.gov
Website: iowacolonytx.gov

October 9, 2025

Mayor and Council,

See September 2025, monthly report for Building Department, Code Enforcement/Animal Control, Community Development, and Fire Marshal Offices below.

Community Development

Inspections conducted by Safe Built-

Building Inspections-	439
Electrical Inspections-	427
Plumbing Inspections-	523
Mechanical Inspections-	180
Total-	**1569**

Total Paid to Safe Built for September 2025, for a total of 1569 Inspections- $35,302.50

Total Paid to Safe Built for September 2024, for a total of 1328 Inspections- $29,880.00

September 2024 Plan Reviews- 87

Building- 5	Commercial Buildout- 0	Electrical- 13	New Residential- 66	Swimming Pools- 2	P&Z- 1

September 2025 Plan Reviews- 52

Building- 1	Commercial Buildout- 4	Electrical- 10	New Residential- 35	Planning & Zoning 0	New Addition- 2

Permits Issued

2024- 142

Engineer Projects- 18	Other Permits- 62	New Home Permits- 62

2025- 120

Engineer Projects- 16	Other Permits- 70	New Home Permits- 34

Fees Collected

2024- $320,663.92

Engineer Projects- $55,807.73	Other Permit Fees- $35,577.75	New Home Permit Fees- $229,278.44

2025- $402,015.60

Engineer Projects- $215,724.47	Other Permit Fees- $48,852.89	New Home Permit Fees- $137,438.24

Animal Control- 22 Calls for service

19- Animal at Large	3- Deceased Animals	0- Animal Cruelty Investigations
Taken to SPCA	Properly disposed of	Unable to locate

Code Compliance

117- Calls for service

Tall Grass and Weeds- 9	Junked Vehicles- 13	Debris and Unsanitary Conditions- 5	No Address- 3	Rubbish/Trash- 5
Sign Removal- 73	Violation Notices- 7	Notice of Compliance Letters- 2		

Fiscal Year October 1, 2024 – September 30, 2025

Inspections Conducted

Inspections-	5626
Electrical Inspections-	4844
Plumbing Inspections-	7029
Mechanical Inspections-	2208
Total Inspections	**19,707**

Permits Issued- 2188

New Home- 940	Other- 1012	Engineering- 236

Fees Collected- $6,517,077.17

New Home- $4,159,665.20	Other- $773,142.11	Engineering- $1,584,269.86

Fire Marshals Report-

The Fire Marshal's Office was inspected by the Texas Commission of Fire Protection for the Bi-Annual compliance inspection, no deficiencies were found and department was found to be in compliance.

Conducted all finals at 2002 Meridiana Parkway and issued CO for occupancy.

Thanks,

Albert Cantu

Albert Cantu, CFM

IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
Fax: (281) 406-3722

Monthly Report
September 2025

Offense	August 2025	September 2025
Burglary	2	9
Theft	4	5
Robbery	0	0
Total Index Crimes Reported	6	14
Reports Taken		
Misdemeanor	30	37
Felony	9	20
Charges Filed/Arrests		
Misdemeanor	28	21
Felony	3	3
Outside Agency Warrant Arrest	1	2
Traffic Enforcement		
Number of Violations	1072	693
Crash Investigations		
Minor Crashes	14	16
Major Crashes	3	8
Fatality Crashes	0	0
Calls for Service		
Alarms	41	40
Assist Other Agency	36	29
Disturbance	10	12
Other	276	282
Security Checks	590	521
Suspicious Activity/Persons	30	22

Significant Events

- September 1 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 3 – Officers observed a suspicious vehicle in the 1400 block of Green Paradise Dr. During the contact, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 7 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop, it was found on the vehicle occupants had an outstanding warrant from Tarrant County. An arrest was made and a report was generated.

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- September 7 – Officers conducted a traffic stop in the area of SH 288/Dubuque Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 7 – Officers conduced a traffic stop in the area of Meridiana Pkwy/Iowa Colony Blvd. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 8 – Officers conducted a traffic stop on SH 288/Hays Creek. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 8 – Officers conducted a traffic stop in the area of SH 288/CR 61. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 10 – Officers conducted a traffic stop in the 3100 block of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 11 – Officers were dispatched to the 9800 block of Opal Rock Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 14 – Officers conducted a traffic stop in the area of Savannah Pkwy/SH 6. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 15 – Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- September 16 – Officers conducted a traffic stop in the 3100 block of Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- September 19 – Officers conducted a traffic stop in the 3300 block of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 19 – Officers were dispatched to the 9800 block of Onyx Trail Dr in reference to a suspicious person. An arrest was made for public intoxication and a report was generated.
- September 19 – Officers were dispatched to the 8600 block of Iowa Colony Blvd in reference to a disturbance. An arrest was made and a report was generated.
- September 22 – Officers were dispatched to the 9900 block of Channel Set Way in reference to a disturbance. An arrest was made and a report was generated.

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Iowa Colony, Texas 77583

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Chief of Police

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Fax: (281) 406-3722

- September 26 – Officers were dispatched to the 9400 block of Beryl Lake Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 27 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Crystal View Dr. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- September 30 – Officers were dispatched to the 3000 block of Cedar Rapids Pkwy in reference to a disturbance. An arrest was made and a report was generated.
-

City of Iowa Colony
Municipal Court Council Report
From 9/1/2025 to 9/30/2025

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
363	1	2	2	8	376

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
$20,409.16	$34,234.80	$8,575.90	$292.50	$358.33	$63,870.69

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
51	0	42	31	152	276

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

Safety Meeting	Descritption		Complete
Public Works	mowing and weed eating S.O.P'S		Complete
Public Works	hand and power tool		Complete
Public Works	heat stress training		Complete

DEBRIS REMOVAL	Descritption		Complete
Ruth & Cedar Rapids	remove dumped trash bags w/ dead dog		Complete
Oak & Iowa Colony to Iowa city limits	remove dumped trash from side of road		Complete
Cedar Rapids & Ruth	remove trash bag from ditch line		Complete
Cedar Rapids & Bayberry Dr	remove trash & tires from side of road		Complete
City Park	remove trash bags (3)		Complete
Iowa Colony City	remove dumped trash from side roads		Complete
Iowa Colony City	remove dumped tires (4)		Complete
Iowa Colony City	remove tires / dumped trash on side of road		Complete
Cedar Rapids & Hwy 288 east side of bridge	remove dumped trash bags /wood pallet		Complete

Street SIGNAGE	Descritption		Complete
Iowa Colony & Davenport (north & south bound)	change school speed zone time		Complete
Davenport & Iowa Colony (west & east bound)	change school speed zone time		Complete
Davenport & Sophie Mary (east, west & north bound)	change school speed zone time		Complete
Davenport & Discovery Dr (east & south bound)	change school speed zone time		Complete
Davenport & Sophie Mary (north bound)	install pole w/ dead end sign		Complete
Harper Dr & Sigourney Dr	respond to maintenance call for stop sign		Complete
Discovery & Davenport (dead end)	install batteries clock & turn school zone flashing light		Complete
Discovery & Davenport (east bound)	turn school zone flashing lights right direction		Complete
Meridiana & Iowa Colony (west bound)	school zone flashing top light needs replacement		in progress
Meridiana & Iowa Colony (south bound)	school zone flashing top light needs replacement		in progress
Ames & Sterling Lakes Dr	replace school zone bottom flashing light		Complete
Ames & Sterling Lakes Dr (north bound)	flashing stop sign needs replacement		in progress
Ames & Sterling Lakes Dr (south bound)	replace school zone bottom flashing light		Complete
Sterling Lakes Dr & Green Paradise (east bound)	replace school zone bottom flashing light		Complete
Sterling Lakes Dr & Green Paradise (east bound)	install 20 mph school zone sign		Complete
Iowa Colony elementary school zones	function test all school zone flashing lights		Complete
Ames & Harper (south bound)	replace school zone bottom flashing light		Complete
Iowa Colony & Davenport (north bound)	install end of school zone sign / pole		Complete
Davenport & Discovery (south bound)	change school speed zone time		Complete

MOWING/TREE TRIMMING	Descritption		Complete
CR 62 & west side service road to CR 62 & Ames	mow ditch line / weed eat culvert		Complete
City Property (1acre)	mow property / weed eat		Complete
Davenport & Discovery (south bound)	mow right away / weed eat		Complete
Dvaenport & east side service rd 288 to Davenport & Iowa Colo	mow right away & ditch line / weed eat culvert		Complete
Davenport & Iowa Colony (west side of stadium)	mow right away & ditch line / weed eat culvert		Complete
Davenport & Iowa Colony to Davenport & Pursley	mow right away & ditch line / weed eat culvert		Complete
Iowa Colony & Meridiana to Iowa Colony & Cedar Rapids	mow right away & ditch line / weed eat culvert		Complete
Iowa Colony & Cedar Rapids to Iowa Colony & Bullard	mow right away & ditch line / weed eat culvert		Complete
Iowa Colony & CR 78 to CR 78 & CR 79	mow right away & ditch line / weed eat culvert		Complete

Iowa Colony & Hwy 288 east side service road to Iowa Colony &	mow right away & medium		Complete
Iowa Colony (chocolate bayou bridge)	mow grass on bridge		Complete
Public Works Building	mow property / weed eat		Complete
Iowa Colony & Meridiana to Iowa Colony & Cedar Rapids	mow & weed eat traffic signs, culvert & areas that were not mowed		Complete
CR 78 & Iowa Colony to CR 78 & CR 79	mow & weed eat traffic signs, culvert & areas that were not mowed		Complete
Davenport & Iowa Colony to Davenport & Hwy 288 service road	mow ditch line		Complete
CR 79 & Cedar Rapids to CR 79 & Bullard	mow ditch line & weed eat culvert		Complete
Pursley & Cedar to Pursley & Bullard	mow ditch line & weed eat culvert		Complete
CR 380 & Pursley to CR 380 & CR 79	mow ditch line & weed eat culvert		Complete
Iowa Colony & Bullard to Iowa Colony & Oak	mow right away & weed eat culvert		Complete
Bullard & Iowa Colony (east & west bound)	cut trees back / mow ditch line		Complete
Iowa Colony & Oak	mow right away, ditch line		Complete
Cedar Rapids & Hwy 288 east side service Rd to Cedar Raoids &	mow right away & weed eat culvert		Complete
Cedar Rapids & Ruth to Cedar Rapids & city limits sign	mow right away & weed eat culvert		Complete
Cedar Rapids & Ruth to Ruth dead end	mow ditch line & weed eat culvert		Complete
Meridiana & Ames to Meridiana (Iowa Colony city limits)	mow right away		Complete
Meridiana & Ames to Meridiana (Iowa Colony city limits)	mow ditch line		Complete
Ames & Sterling Lakes Dr to Ames dead end (north bound from	mow ditch line		Complete
11221 Pursley	mow rice ditch line(per resident)		Complete
City Property (43 acre)	mow property		Complete
City Property (1acre)	mow property / weed eat inside eletrical tower fence		Complete
Cedar Rapids & Hwy 288 west side service road	weed eat intersection		Complete
Cedar Rapids & Karsten to Cedar Rapids & west bound barricade	mow ditch line		Complete
City Property (43 acre)	mow property		Complete
Cedar Rapids & Ruth south bound	mow ditch line		Complete
Cedar Rapids & Bayberry Dr to Cedar Rapids & Ruth	mow ditch line		Complete
City Property (43 acre)	mow property		Complete
Davenport & Iowa Colony south bound	mow ditch line		Complete
Iowa Colony & CR 61 to Iowa Colony & Dubuque	mow right away, ditch line & weed eat culvert		Complete
Iowa Colony & Dubuque to Iowa Colony & Davenport	mow right away, ditch line & weed eat culvert		complete
City Hall	mow property		Complete
5008 Dubuque	mow ditch line(HOA will not mow)		Complete
Iowa Conoly &Dubuque to Kelley Leigh Dr	mow right away, ditch line & weed eat culvert		Complete
Iowa Colony & Dubuque to Iowa Colony & CR 62	mow right away, ditch line & weed eat culvert		in progress
City Hall	mow inside building gate		Complete
STREET REPAIRS	**Descritption**		**Complete**
Discovery Dr & Bayou Dr (entrance to Lago Pointe	report street light out		Complete
Davenport Pkwy & 288 South	Cut Curb	Tx- Dot help out	Complete
Iowa Colony & Bullard to Iowa Colony & Oak	fill spot holes		Complete
CR 79 & Cedar Rapids to CR 79 & Bullard	fill spot holes		Complete
Iowa Colony & Oak to city limit sign	fill spot holes		Complete
Iowa Colony & Kelley Leigh Dr	place barricades on side of road for resident secondary parking (culvert replacement at intersection)		Complete
Ditch Drainage issue	**Descritption**		**Complete**
Iowa Colony & Shaw(south side of road)	assist county with culvert placement (use tractor to move dirt over culvert		Complete
Green Jasper Dr & New Jade Dr	reinstall open manhole covers (4)		Complete
Parks	**Descritption**		**Complete**
City Park	collect trash bags (4)		Complete

City Park	collect trash bags (3)		Complete
City Park	collect trash bags (4)		Complete
City Park	landscaping @ baseball field		Complete
City Park	remove tires @ baseball field		Complete
City Park	mow field south side of baseball field		Complete
City Park	remove trash bags (1)		Complete
Miscellaneous Works	Descritption		Complete
City Hall	meet a/c crew to service building units		Complete
City Hall	meat a/c crew to service building units		Complete
Public Works	empty shop trash barrels		Complete
Public Works	pickup materials from Smith's Municipal		Complete
Public Works	pickup City plans from Dinh' s office		Complete
Public Works	pickup City plans from Dinh' s office		Complete
9407 Emerald Lakes Dr	report that street light is malfuctioning		Complete

ADICO
CONSULTING ENGINEERS

MEMORANDIUM

Date: October 7, 2025

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – October 2025 Engineer's Report

cc: Kayleen Rosser, Natasha Brooks

The following is a status report of various engineering items:

1. TxDOT Overpasses:
   - Landscape planning to be determined by City Council.
   - Cedar Rapids overpass is expected by 3rd Qtr 2025.

2. GRANTS UPDATE
   - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
     i. Complete. Awaiting closeout.

3. Capital Improvement Projects
   - 2021 Waterline Extension - ARPA
     i. Complete, awaiting closeout.

   - 2023 Ames Blvd Extension
     i. Finalizing agreement with
     ii. Currently under design at 90%, pending ROW acquisition.

   - Water Plant No. 1 – Filtration System for the removal of Iron and Manganese
     i. Engineering proposal in November Council to start design phase.

   - NW WWTP 0.75 MGD
     i. Construction Documents approximately 70% complete.

4. CONSTRUCTION PROJECT STATUS:
   A. MERIDIANA SUBDIVISION – RISE COMMUNITIES
   - Active construction projects
     - Detention Pond O & P – Hardscape – 90% Complete
     - BCMUD 55 WWTP Expansion Ph 4 – 65% complete

   B. STERLING LAKES – STARWOOD
   - Active construction projects.
     - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
     - BCMUD 31 Water Well 1 and 2 Rework – Waiting of close-out docs Well No.2
     - BCMUD 31 Waterplant No. 2 Phase I – 10% complete

   C. SIERRA VISTA - STARWOOD
   - Active construction projects

D. SIERRA VISTA WEST - STARWOOD

- Active construction projects:
  - BCMUD 53 Wastewater Treatment Plant Expansion – Awaiting on punchlist Items
  - Sierra Vista West Mass Grading and Detention Phase II – Awaiting punchlist
  - Sierra Vista West Ph II B Excavation and Grading – Awaiting punchlist items.
  - Sierra Vista West Section 11 – 65% utilities completed, Paving 20% Complete.

E. STERLING LAKES NORTH - STARWOOD

- Active construction projects:
  - Sterling Lakes North Detention – Awaiting punch list items.
  - Karsten Blvd North Phase IV – Complete
  - Sterling Lakes Dr. Extension – Complete
  - Sterling Lakes North Lift Station No. 1 – Awaiting closeout documents.
  - Sterling Lakes North Lift Station No. 2 – On agenda for acceptance into OYMP.

F. CALDWELL CROSSING – DR HORTON

- Active construction projects
  - BCMUD 87 Detention and Grading Phase 2 – Awaiting Final Walk.
  - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
  - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
  - BCMUD 87 Lift Station No. 2 – 90% complete, awaiting final walk
  - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 80% complete
  - Caldwell Ranch Crossing Detention Ph IIB – Awaiting Final Walk.
  - Caldwell Crossing Section 3 – On agenda for acceptance into OYMP
  - Caldwell Crossing Section 4 – Awaiting closeout and punch list completion.

G. CALDWELL LAKES – DR HORTON

- Active construction projects
  - BCMUD 87 Detention and Grading Ph 3 – Awaiting Final Walk.
  - Caldwell Lakes Section 1 – 80% Utilities, 80% Paving.
  - Caldwell Lakes Section 2 – 80% Utilities, 80% Paving.
  - Caldwell Ranch Blvd Ph IIIB – 75% utilities Complete
  - BCMUD 87 Detention and Mass Grading Ph IV - 40% Complete.
  - BCMUD 87 Remote Water Well 5% Complete.

H. CREEKHAVEN – MUD 92 - STARWOOD

- Active construction projects:
  - Mass Grading and Detention Ph 1 – 80% complete
  - BCMUD 92 Water Plant No. 1 – On agenda for acceptance into OYMP.
  - BCMUD 92 WWTP No. 1- 50% complete
  - BCMUD 92 Offsite lift station. – 85% complete.
  - Creekhaven Mass Grading Phase II – 45% complete.

I. ELLWOOD – BEAZER HOMES

- Ellwood Offsite Force main and Water Line- Awaiting punchlist items
- BCMUD 57 Lift Station No. 3 – 70% complete.
- Ellwood Water Supply and Storage Closet- 65% complete.
- Ellwood Section 1B- Awaiting closeout documents

J. OTHER CONSTRUCTION PROJECTS

- Prose Sierra Vista – Awaiting punchlist.

City of Iowa Colony
Financial Statement
As of October 31, 2024

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	60,370.39	60,392.50	(22.11)	60,370.39	725,000.00	8.33%	664,629.61
Property Tax	34,449.30	351,291.50	(316,842.20)	34,449.30	4,216,800.00	0.82%	4,182,350.70
Miscellaneous	15,195.54	70,595.29	(55,399.75)	15,195.54	847,300.00	1.79%	832,104.46
License & Permits	705,156.84	247,385.28	457,771.56	705,156.84	2,969,800.00	23.74%	2,264,643.16
Business & Franchise	20,879.84	44,984.00	(24,104.16)	20,879.84	540,000.00	3.87%	519,120.16
Fines & Forfeitures	37,544.77	28,214.01	9,330.76	37,544.77	338,700.00	11.08%	301,155.23
Investment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	873,596.68	802,862.58	70,734.10	873,596.68	9,637,600.00	9.06%	8,764,003.32
Expense Summary							
Personnel Services	233,013.10	365,787.61	(132,774.51)	233,013.10	4,391,190.00	5.31%	4,158,176.90
Professional/Contract Services	183,195.71	168,327.29	14,868.42	183,195.71	2,020,600.00	9.07%	1,837,404.29
Materials & Supplies	91,240.68	50,228.53	41,012.15	91,240.68	602,900.00	15.13%	511,659.32
Services	43,893.78	56,254.29	(12,360.51)	43,893.78	675,200.00	6.50%	631,306.22
Capital Outlay	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Expense Totals	551,343.27	653,097.72	(101,754.45)	551,343.27	7,839,890.00	7.03%	7,288,546.73

City of Iowa Colony
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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	556.12	416.50	139.62	556.12	5,000.00	11.12%	4,443.88
10-4110 City Sales Tax	59,814.27	59,976.00	(161.73)	59,814.27	720,000.00	8.31%	660,185.73
Sales Tax Totals	60,370.39	60,392.50	(22.11)	60,370.39	725,000.00	8.33%	664,629.61
Property Tax							
10-4120 Property Tax	38,291.89	209,816.04	(171,524.15)	38,291.89	2,518,800.00	1.52%	2,480,508.11
10-4121 Delinquent Property Tax	(9,417.95)	0.00	(9,417.95)	(9,417.95)	0.00	0.00%	9,417.95
10-4135 Property Tax MUD 31 - 70%	0.00	61,325.46	(61,325.46)	0.00	736,200.00	0.00%	736,200.00
10-4139 Admin Fee Revenue	0.00	80,150.00	(80,150.00)	0.00	961,800.00	0.00%	961,800.00
10-4143 Property Tax MUD 55 (100%)	5,575.36	0.00	5,575.36	5,575.36	0.00	0.00%	(5,575.36)
Property Tax Totals	34,449.30	351,291.50	(316,842.20)	34,449.30	4,216,800.00	0.82%	4,182,350.70
Miscellaneous							
10-4124 Accident Reports	80.00	24.99	55.01	80.00	300.00	26.67%	220.00
10-4134 Intermodel Ship Container	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00
10-4140 Intergovernmental receipts from	4,000.00	4,000.00	0.00	4,000.00	48,000.00	8.33%	44,000.00
10-4141 Public Safety Debt Contribution	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
10-4142 Land Acquistion Reimbursement	0.00	9,000.00	(9,000.00)	0.00	108,000.00	0.00%	108,000.00
10-4910 Interest Income	11,115.54	12,495.00	(1,379.46)	11,115.54	150,000.00	7.41%	138,884.46
10-4911 Other Revenue	0.00	14,577.50	(14,577.50)	0.00	175,000.00	0.00%	175,000.00
10-4912 Donations/Sponsorships	0.00	4,998.00	(4,998.00)	0.00	60,000.00	0.00%	60,000.00
Miscellaneous Totals	15,195.54	70,595.29	(55,399.75)	15,195.54	847,300.00	1.79%	832,104.46
License & Permits							
10-4201 Building Construction Permits	341,443.88	124,950.00	216,493.88	341,443.88	1,500,000.00	22.76%	1,158,556.12
10-4202 Trade Fees	13,323.98	5,831.00	7,492.98	13,323.98	70,000.00	19.03%	56,676.02
10-4203 Reinspection Fees	10,950.00	5,414.50	5,535.50	10,950.00	65,000.00	16.85%	54,050.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4204 Signs	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-4205 Property Improvement Permits	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
10-4206 Dirt Work Permits	500.00	83.33	416.67	500.00	1,000.00	50.00%	500.00
10-4207 Driveway Permits	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-4208 Encroachment Permit	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-4210 Culvert Permit	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-4211 Commercial Vehicle Permit	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-4212 Park Use Permit	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-4213 Mobile Food Unit Permit	975.00	249.90	725.10	975.00	3,000.00	32.50%	2,025.00
10-4214 Solicitation Fees	50.00	0.00	50.00	50.00	0.00	0.00%	(50.00)
10-4301 Preliminary Plat Fees	0.00	6,247.50	(6,247.50)	0.00	75,000.00	0.00%	75,000.00
10-4302 Final Plat Fees	4,420.00	4,998.00	(578.00)	4,420.00	60,000.00	7.37%	55,580.00
10-4303 Abbreviated Plat Fees	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	0.00	80,000.00	0.00%	80,000.00
10-4401 Infrastructure Plan Review Fee	21,935.00	22,907.50	(972.50)	21,935.00	275,000.00	7.98%	253,065.00
10-4403 Civil Site Plan Review Fee	87,148.98	66,640.00	20,508.98	87,148.98	800,000.00	10.89%	712,851.02
10-4501 Rezoning Fees	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-4502 ROW Plan Review Fee	250.00	41.67	208.33	250.00	500.00	50.00%	250.00
10-4503 Specific Use Permit	2,000.00	83.33	1,916.67	2,000.00	1,000.00	200.00%	(1,000.00)
10-4504 Water Meter Fees	222,160.00	0.00	222,160.00	222,160.00	0.00	0.00%	(222,160.00)
License & Permits Totals	705,156.84	247,385.28	457,771.56	705,156.84	2,969,800.00	23.74%	2,264,643.16
Business & Franchise							
10-4601 Franchise Tax - Electric	20,879.84	33,320.00	(12,440.16)	20,879.84	400,000.00	5.22%	379,120.16
10-4602 Franchise Tax - Gas	0.00	4,998.00	(4,998.00)	0.00	60,000.00	0.00%	60,000.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
10-4603 Telecommunication Fee - Sales	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
10-4604 Franchise Fees - Water/Wastewtr	0.00	5,000.00	(5,000.00)	0.00	60,000.00	0.00%	60,000.00
Business & Franchise Totals	20,879.84	44,984.00	(24,104.16)	20,879.84	540,000.00	3.87%	519,120.16
Fines & Forfeitures							
10-4701 Citations/Warrants	9,289.50	6,664.00	2,625.50	9,289.50	80,000.00	11.61%	70,710.50
10-4703 Municipal Jury Funds	20.50	16.67	3.83	20.50	200.00	10.25%	179.50
10-4704 Local Truancy Prevention	21.91	666.67	(644.76)	21.91	8,000.00	0.27%	7,978.09
10-4705 Time Payment Reimbursement	30.00	41.67	(11.67)	30.00	500.00	6.00%	470.00
10-4709 Court Costs	28,182.86	20,825.00	7,357.86	28,182.86	250,000.00	11.27%	221,817.14
Fines & Forfeitures Totals	37,544.77	28,214.01	9,330.76	37,544.77	338,700.00	11.08%	301,155.23
Investment							
10-4915 Investment Fair Value	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	873,596.68	802,862.58	70,734.10	873,596.68	9,637,600.00	9.06%	8,764,003.32

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	41,847.94	12,370.12	29,477.82	41,847.94	148,500.00	28.18%	106,652.06
Personnel Services	55,023.62	86,149.73	(31,126.11)	55,023.62	1,034,190.00	5.32%	979,166.38
Professional/Contract Services	32,758.90	37,660.22	(4,901.32)	32,758.90	452,100.00	7.25%	419,341.10
Services	25,051.92	12,020.36	13,031.56	25,051.92	144,300.00	17.36%	119,248.08
Administration Totals	154,682.38	148,200.43	6,481.95	154,682.38	1,779,090.00	8.69%	1,624,407.62

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	14,827.44	2,682.28	12,145.16	14,827.44	32,200.00	46.05%	17,372.56
Personnel Services	11,935.97	26,448.54	(14,512.57)	11,935.97	317,510.00	3.76%	305,574.03
Professional/Contract Services	343.00	1,457.75	(1,114.75)	343.00	17,500.00	1.96%	17,157.00
Finance Totals	27,106.41	30,588.57	(3,482.16)	27,106.41	367,210.00	7.38%	340,103.59

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,090.77	11,130.33	(5,039.56)	6,090.77	133,600.00	4.56%	127,509.23
Personnel Services	112,007.89	166,260.93	(54,253.04)	112,007.89	1,995,930.00	5.61%	1,883,922.11
Professional/Contract Services	9,605.68	958.33	8,647.35	9,605.68	11,500.00	83.53%	1,894.32
Services	3,538.11	11,328.80	(7,790.69)	3,538.11	136,000.00	2.60%	132,461.89
Police Totals	131,242.45	189,678.39	(58,435.94)	131,242.45	2,277,030.00	5.76%	2,145,787.55

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	759.56	908.01	(148.45)	759.56	10,900.00	6.97%	10,140.44

Personnel Services	9,645.90	11,389.59	(1,743.69)	9,645.90	136,730.00	7.05%	127,084.10
Professional/Contract Services	100.00	649.75	(549.75)	100.00	7,800.00	1.28%	7,700.00
Services	498.45	1,965.88	(1,467.43)	498.45	23,600.00	2.11%	23,101.55
Animal Control Totals	11,003.91	14,913.23	(3,909.32)	11,003.91	179,030.00	6.15%	168,026.09

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	458.22	(458.22)	0.00	5,500.00	0.00%	5,500.00
Professional/Contract Services	13,765.05	833.24	12,931.81	13,765.05	10,000.00	137.65%	(3,765.05)
Emergency Management Totals	13,765.05	1,291.46	12,473.59	13,765.05	15,500.00	88.81%	1,734.95

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	312.45	1,407.77	(1,095.32)	312.45	16,900.00	1.85%	16,587.55
Personnel Services	11,237.74	16,627.47	(5,389.73)	11,237.74	199,610.00	5.63%	188,372.26
Professional/Contract Services	6,075.54	8,596.56	(2,521.02)	6,075.54	103,200.00	5.89%	97,124.46
Municipal Court Totals	17,625.73	26,631.80	(9,006.07)	17,625.73	319,710.00	5.51%	302,084.27

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	5,287.91	10,872.56	(5,584.65)	5,287.91	130,500.00	4.05%	125,212.09
Personnel Services	17,058.58	24,629.29	(7,570.71)	17,058.58	295,670.00	5.77%	278,611.42
Professional/Contract Services	705.00	22,491.07	(21,786.07)	705.00	270,000.00	0.26%	269,295.00
Services	14,423.95	26,932.49	(12,508.54)	14,423.95	323,200.00	4.46%	308,776.05
Public Works Totals	37,475.44	84,925.41	(47,449.97)	37,475.44	1,019,370.00	3.68%	981,894.56

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	7,456.62	7,791.25	(334.63)	7,456.62	93,500.00	7.97%	86,043.38
Professional/Contract Services	400.00	10,412.67	(10,012.67)	400.00	125,000.00	0.32%	124,600.00
Parks & Recreation Totals	7,856.62	18,203.92	(10,347.30)	7,856.62	218,500.00	3.60%	210,643.38

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	14,199.57	1,391.63	12,807.94	14,199.57	16,700.00	85.03%	2,500.43
Personnel Services	5,383.19	22,146.10	(16,762.91)	5,383.19	265,860.00	2.02%	260,476.81
Professional/Contract Services	85,958.23	59,611.20	26,347.03	85,958.23	715,500.00	12.01%	629,541.77
Services	0.00	3,023.79	(3,023.79)	0.00	36,300.00	0.00%	36,300.00
Community Development Totals	105,540.99	86,172.72	19,368.27	105,540.99	1,034,360.00	10.20%	928,819.01

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	458.42	1,216.36	(757.94)	458.42	14,600.00	3.14%	14,141.58
Personnel Services	10,720.21	12,135.96	(1,415.75)	10,720.21	145,690.00	7.36%	134,969.79
Professional/Contract Services	33,484.31	25,656.50	7,827.81	33,484.31	308,000.00	10.87%	274,515.69
Services	381.35	982.97	(601.62)	381.35	11,800.00	3.23%	11,418.65
Fire Marshal/Building Official Totals	45,044.29	39,991.79	5,052.50	45,044.29	480,090.00	9.38%	435,045.71

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00

Capital and Planning Projects Totals	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Expense Total	551,343.27	653,097.72	(101,754.45)	551,343.27	7,839,890.00	7.03%	7,288,546.73

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	40,988.80	61,476.23	(20,487.43)	40,988.80	738,010.00	5.55%	697,021.20
10-10-5102 Salaries - Part Time	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5106 Social Security/Medicare	2,619.11	4,703.11	(2,084.00)	2,619.11	56,460.00	4.64%	53,840.89
10-10-5107 TMRS	4,868.24	6,763.12	(1,894.88)	4,868.24	81,190.00	6.00%	76,321.76
10-10-5108 Health & Life Insurance	4,550.59	6,997.20	(2,446.61)	4,550.59	84,000.00	5.42%	79,449.41
10-10-5109 Worker's Comp	203.04	478.14	(275.10)	203.04	5,740.00	3.54%	5,536.96
10-10-5110 Texas Workforce Commission	0.00	68.30	(68.30)	0.00	820.00	0.00%	820.00
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	553.84	7,200.00	7.69%	6,646.16
10-10-5112 457(b) Reimbursement	1,090.00	1,221.17	(131.17)	1,090.00	14,660.00	7.44%	13,570.00
10-10-5114 Benefits Admin Fees	150.00	42.48	107.52	150.00	510.00	29.41%	360.00
10-10-5115 Longevity Pay	0.00	49.98	(49.98)	0.00	600.00	0.00%	600.00
10-10-5201 Legal Services	7.50	3,332.00	(3,324.50)	7.50	40,000.00	0.02%	39,992.50
10-10-5202 Audit Services	0.00	5,831.00	(5,831.00)	0.00	70,000.00	0.00%	70,000.00
10-10-5206 Professional Services	15,720.82	10,829.00	4,891.82	15,720.82	130,000.00	12.09%	114,279.18
10-10-5210 Election Expenses	0.00	666.67	(666.67)	0.00	8,000.00	0.00%	8,000.00
10-10-5211 Bank Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5212 Credit Card Processing Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	557.50	583.10	(25.60)	557.50	7,000.00	7.96%	6,442.50
10-10-5215 BCAD Fee	0.00	3,873.45	(3,873.45)	0.00	46,500.00	0.00%	46,500.00
10-10-5217 Professional Cleaning Services	2,250.00	2,332.40	(82.40)	2,250.00	28,000.00	8.04%	25,750.00
10-10-5221 Website Adminstration	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-10-5223 Training & Travel	7,703.93	4,998.00	2,705.93	7,703.93	60,000.00	12.84%	52,296.07
10-10-5224 Dues & Subscriptions	3,465.00	1,832.60	1,632.40	3,465.00	22,000.00	15.75%	18,535.00
10-10-5225 Seminars & Meetings	3,054.15	2,332.40	721.75	3,054.15	28,000.00	10.91%	24,945.85
10-10-5227 Legislative Affairs	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5228 Tax Appraisal & Collection	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-10-5301 Office Supplies	630.86	1,666.00	(1,035.14)	630.86	20,000.00	3.15%	19,369.14
10-10-5302 Janitorial Supplies	44.80	249.90	(205.10)	44.80	3,000.00	1.49%	2,955.20
10-10-5309 Uniforms	18.00	416.50	(398.50)	18.00	5,000.00	0.36%	4,982.00
10-10-5310 Postage	(39.08)	208.25	(247.33)	(39.08)	2,500.00	(1.56%)	2,539.08
10-10-5311 Building Repairs &	900.00	1,499.40	(599.40)	900.00	18,000.00	5.00%	17,100.00
10-10-5312 Recognition,	313.75	416.50	(102.75)	313.75	5,000.00	6.28%	4,686.25
10-10-5314 Computer & Technology	49.25	1,666.00	(1,616.75)	49.25	20,000.00	0.25%	19,950.75
10-10-5315 Computer Software/License	38,388.07	5,414.50	32,973.57	38,388.07	65,000.00	59.06%	26,611.93
10-10-5317 Equipment & Other Rentals	755.27	499.80	255.47	755.27	6,000.00	12.59%	5,244.73
10-10-5329 Mayor's Special Expense	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-10-5330 Miscellaneous	0.21	166.67	(166.46)	0.21	2,000.00	0.01%	1,999.79
10-10-5331 Signs & Postings	786.81	0.00	786.81	786.81	0.00	0.00%	(786.81)
10-10-5401 Utilities - Electricity	4,222.27	3,748.50	473.77	4,222.27	45,000.00	9.38%	40,777.73
10-10-5403 Utilities - Telephone	1,793.85	1,832.60	(38.75)	1,793.85	22,000.00	8.15%	20,206.15
10-10-5404 Mobile Technology Expense	125.55	149.94	(24.39)	125.55	1,800.00	6.98%	1,674.45
10-10-5405 Insurance - Liability & Prop	18,910.25	1,666.00	17,244.25	18,910.25	20,000.00	94.55%	1,089.75
10-10-5406 Insurance - Windstorm	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-10-5407 Insurance - Vehicles	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
10-10-5409 Utilities - Water/Sewer	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
10-10-5412 Utilities - Gas	0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
Administration Totals	154,682.38	148,200.43	6,481.95	154,682.38	1,779,090.00	8.69%	1,624,407.62

City of Iowa Colony
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10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	8,524.00	19,149.00	(10,625.00)	8,524.00	229,880.00	3.71%	221,356.00
10-15-5106 Social Security/Medicare	631.30	1,465.24	(833.94)	631.30	17,590.00	3.59%	16,958.70
10-15-5107 TMRS	963.03	2,106.65	(1,143.62)	963.03	25,290.00	3.81%	24,326.97
10-15-5108 Health & Life Insurance	1,470.59	3,207.05	(1,736.46)	1,470.59	38,500.00	3.82%	37,029.41
10-15-5109 Worker's Comp	100.14	77.46	22.68	100.14	930.00	10.77%	829.86
10-15-5110 Texas Workforce Commission	16.13	29.98	(13.85)	16.13	360.00	4.48%	343.87
10-15-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-15-5115 Longevity Pay	0.00	19.99	(19.99)	0.00	240.00	0.00%	240.00
10-15-5117 Certificate/Education Pay	230.78	374.85	(144.07)	230.78	4,500.00	5.13%	4,269.22
10-15-5223 Training & Travel	343.00	1,332.80	(989.80)	343.00	16,000.00	2.14%	15,657.00
10-15-5224 Dues & Subscriptions	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
10-15-5301 Office Supplies	638.22	208.25	429.97	638.22	2,500.00	25.53%	1,861.78
10-15-5309 Uniforms	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
10-15-5310 Postage	55.59	58.31	(2.72)	55.59	700.00	7.94%	644.41
10-15-5314 Computer & Technology	4,134.77	416.50	3,718.27	4,134.77	5,000.00	82.70%	865.23
10-15-5315 Computer Software/License	9,936.28	1,915.90	8,020.38	9,936.28	23,000.00	43.20%	13,063.72
10-15-5317 Equipment & Other Rentals	62.58	41.67	20.91	62.58	500.00	12.52%	437.42
Finance Totals	27,106.41	30,588.57	(3,482.16)	27,106.41	367,210.00	7.38%	340,103.59

City of Iowa Colony
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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	71,332.58	109,111.33	(37,778.75)	71,332.58	1,309,860.00	5.45%	1,238,527.42
10-20-5104 Salaries - Overtime	2,871.69	8,711.51	(5,839.82)	2,871.69	104,580.00	2.75%	101,708.31
10-20-5106 Social Security/Medicare	5,934.78	8,149.23	(2,214.45)	5,934.78	97,830.00	6.07%	91,895.22
10-20-5107 TMRS	8,971.92	11,717.81	(2,745.89)	8,971.92	140,670.00	6.38%	131,698.08
10-20-5108 Health & Life Insurance	15,035.36	20,408.50	(5,373.14)	15,035.36	245,000.00	6.14%	229,964.64
10-20-5109 Worker's Comp	6,066.62	4,357.42	1,709.20	6,066.62	52,310.00	11.60%	46,243.38
10-20-5110 Texas Workforce Commission	73.84	175.76	(101.92)	73.84	2,110.00	3.50%	2,036.16
10-20-5114 Benefits Admin Fees	0.00	108.29	(108.29)	0.00	1,300.00	0.00%	1,300.00
10-20-5115 Longevity Pay	0.00	109.95	(109.95)	0.00	1,320.00	0.00%	1,320.00
10-20-5117 Certificate Pay	1,721.10	3,411.13	(1,690.03)	1,721.10	40,950.00	4.20%	39,228.90
10-20-5206 Professional Services	8,325.68	708.33	7,617.35	8,325.68	8,500.00	97.95%	174.32
10-20-5224 Dues & Subscriptions	405.00	166.67	238.33	405.00	2,000.00	20.25%	1,595.00
10-20-5231 Recruiting & Hiring Expense	875.00	83.33	791.67	875.00	1,000.00	87.50%	125.00
10-20-5301 Office Supplies	154.00	250.00	(96.00)	154.00	3,000.00	5.13%	2,846.00
10-20-5309 Uniforms	934.00	699.72	234.28	934.00	8,400.00	11.12%	7,466.00
10-20-5310 Postage	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-20-5313 Fuel Expense	3,411.89	3,333.33	78.56	3,411.89	40,000.00	8.53%	36,588.11
10-20-5317 Equipment & Other Rentals	425.47	1,790.95	(1,365.48)	425.47	21,500.00	1.98%	21,074.53
10-20-5319 Vehicle Repairs & Maintenance	878.51	1,249.50	(370.99)	878.51	15,000.00	5.86%	14,121.49
10-20-5328 Small Tools & Minor	36.90	3,748.50	(3,711.60)	36.90	45,000.00	0.08%	44,963.10
10-20-5330 Miscellaneous	250.00	41.67	208.33	250.00	500.00	50.00%	250.00
10-20-5404 Mobile Technology Expense	614.61	666.40	(51.79)	614.61	8,000.00	7.68%	7,385.39
10-20-5405 Insurance - Liability & Prop	(58.25)	999.60	(1,057.85)	(58.25)	12,000.00	(0.49%)	12,058.25
10-20-5407 Insurance - Vehicles	2,981.75	1,332.80	1,648.95	2,981.75	16,000.00	18.64%	13,018.25
10-20-5410 Vehicle Replacement Fund	0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00
Police Totals	131,242.45	189,678.39	(58,435.94)	131,242.45	2,277,030.00	5.76%	2,145,787.55

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10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	6,166.60	7,018.02	(851.42)	6,166.60	84,250.00	7.32%	78,083.40
10-21-5104 Salaries - Overtime	339.79	258.23	81.56	339.79	3,100.00	10.96%	2,760.21
10-21-5106 Social Security/Medicare	504.32	537.28	(32.96)	504.32	6,450.00	7.82%	5,945.68
10-21-5107 TMRS	736.28	772.19	(35.91)	736.28	9,270.00	7.94%	8,533.72
10-21-5108 Health & Life Insurance	1,121.28	2,332.40	(1,211.12)	1,121.28	28,000.00	4.00%	26,878.72
10-21-5109 Worker's Comp	777.63	438.99	338.64	777.63	5,270.00	14.76%	4,492.37
10-21-5110 Texas Workforce Commission	0.00	19.99	(19.99)	0.00	240.00	0.00%	240.00
10-21-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-21-5223 Training & Travel	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-21-5229 Contractual Services	100.00	208.25	(108.25)	100.00	2,500.00	4.00%	2,400.00
10-21-5301 Office Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-21-5309 Uniforms	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
10-21-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-21-5313 Fuel Expense	532.39	499.80	32.59	532.39	6,000.00	8.87%	5,467.61
10-21-5319 Vehicle Repairs & Maintenance	227.17	83.33	143.84	227.17	1,000.00	22.72%	772.83
10-21-5328 Small Tools & Minor	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-21-5404 Mobile Technology Expense	113.70	166.60	(52.90)	113.70	2,000.00	5.69%	1,886.30
10-21-5407 Insurance - Vehicles	384.75	133.28	251.47	384.75	1,600.00	24.05%	1,215.25
10-21-5410 Vehicle Replacement Fund	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
Animal Control Totals	11,003.91	14,913.23	(3,909.32)	11,003.91	179,030.00	6.15%	168,026.09

City of Iowa Colony
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10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5223 Training & Travel	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-22-5229 Contractual Services	13,765.05	416.67	13,348.38	13,765.05	5,000.00	275.30%	(8,765.05)
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	0.00	291.55	(291.55)	0.00	3,500.00	0.00%	3,500.00
Emergency Management Totals	13,765.05	1,291.46	12,473.59	13,765.05	15,500.00	88.81%	1,734.95

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	8,124.40	10,997.26	(2,872.86)	8,124.40	132,020.00	6.15%	123,895.60
10-25-5104 Salaries - Overtime	19.31	234.90	(215.59)	19.31	2,820.00	0.68%	2,800.69
10-25-5106 Social Security/Medicare	665.99	841.33	(175.34)	665.99	10,100.00	6.59%	9,434.01
10-25-5107 TMRS	973.72	1,210.34	(236.62)	973.72	14,530.00	6.70%	13,556.28
10-25-5108 Health & Life Insurance	1,189.80	2,915.50	(1,725.70)	1,189.80	35,000.00	3.40%	33,810.20
10-25-5109 Worker's Comp	100.14	44.98	55.16	100.14	540.00	18.54%	439.86
10-25-5110 Texas Workforce Commission	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-25-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-25-5115 Longevity Pay	0.00	34.98	(34.98)	0.00	420.00	0.00%	420.00
10-25-5117 Certificate Pay	164.38	299.88	(135.50)	164.38	3,600.00	4.57%	3,435.62
10-25-5203 Attorney/Prosecutor Fees	3,750.00	4,165.00	(415.00)	3,750.00	50,000.00	7.50%	46,250.00
10-25-5209 Judge Fees	2,287.50	4,165.00	(1,877.50)	2,287.50	50,000.00	4.58%	47,712.50
10-25-5220 Interpreter Services	38.04	99.96	(61.92)	38.04	1,200.00	3.17%	1,161.96
10-25-5223 Training & Travel	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-25-5301 Office Supplies	46.52	291.55	(245.03)	46.52	3,500.00	1.33%	3,453.48
10-25-5308 Jury Trial Expense	48.30	166.60	(118.30)	48.30	2,000.00	2.42%	1,951.70
10-25-5309 Uniforms	0.00	74.97	(74.97)	0.00	900.00	0.00%	900.00
10-25-5310 Postage	95.91	124.95	(29.04)	95.91	1,500.00	6.39%	1,404.09
10-25-5315 Computer Software/License	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
10-25-5317 Equipment & Other Rentals	121.72	83.30	38.42	121.72	1,000.00	12.17%	878.28
Municipal Court Totals	17,625.73	26,631.80	(9,006.07)	17,625.73	319,710.00	5.51%	302,084.27

City of Iowa Colony
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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	10,549.80	15,102.29	(4,552.49)	10,549.80	181,300.00	5.82%	170,750.20
10-30-5104 Salaries - Overtime	446.61	833.00	(386.39)	446.61	10,000.00	4.47%	9,553.39
10-30-5106 Social Security/Medicare	862.79	1,155.37	(292.58)	862.79	13,870.00	6.22%	13,007.21
10-30-5107 TMRS	1,268.02	1,661.83	(393.81)	1,268.02	19,950.00	6.36%	18,681.98
10-30-5108 Health & Life Insurance	2,827.73	4,664.80	(1,837.07)	2,827.73	56,000.00	5.05%	53,172.27
10-30-5109 Worker's Comp	1,069.47	1,128.71	(59.24)	1,069.47	13,550.00	7.89%	12,480.53
10-30-5110 Texas Workforce Commission	34.16	39.15	(4.99)	34.16	470.00	7.27%	435.84
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	19.99	(19.99)	0.00	240.00	0.00%	240.00
10-30-5217 Professional Cleaning Services	600.00	666.40	(66.40)	600.00	8,000.00	7.50%	7,400.00
10-30-5219 Roads, Bridges & Drainage	0.00	21,658.00	(21,658.00)	0.00	260,000.00	0.00%	260,000.00
10-30-5223 Training & Travel	105.00	166.67	(61.67)	105.00	2,000.00	5.25%	1,895.00
10-30-5301 Office Supplies	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-30-5309 Uniforms	609.85	333.20	276.65	609.85	4,000.00	15.25%	3,390.15
10-30-5311 Building Repairs &	2,632.91	666.67	1,966.24	2,632.91	8,000.00	32.91%	5,367.09
10-30-5313 Fuel Expense	1,147.45	999.60	147.85	1,147.45	12,000.00	9.56%	10,852.55
10-30-5317 Equipment & Other Rentals	15.00	1,000.00	(985.00)	15.00	12,000.00	0.13%	11,985.00
10-30-5319 Vehicle Repairs & Maintenance	55.00	208.33	(153.33)	55.00	2,500.00	2.20%	2,445.00
10-30-5321 Public Works Maintenance	225.12	2,083.33	(1,858.21)	225.12	25,000.00	0.90%	24,774.88
10-30-5322 Special Road Work	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-30-5328 Small Tools & Minor	304.50	333.20	(28.70)	304.50	4,000.00	7.61%	3,695.50
10-30-5331 Signs & Postings	298.08	833.33	(535.25)	298.08	10,000.00	2.98%	9,701.92
10-30-5401 Utilities - Electricity	541.88	833.33	(291.45)	541.88	10,000.00	5.42%	9,458.12
10-30-5404 Mobile Technology Expense	79.57	99.96	(20.39)	79.57	1,200.00	6.63%	1,120.43
10-30-5407 Insurance - Vehicles	418.50	333.20	85.30	418.50	4,000.00	10.46%	3,581.50
10-30-5410 Vehicle Replacement Fund	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00

City of Iowa Colony
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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5413 Residential Garbage Subsidy	13,384.00	24,000.00	(10,616.00)	13,384.00	288,000.00	4.65%	274,616.00
Public Works Totals	37,475.44	84,925.41	(47,449.97)	37,475.44	1,019,370.00	3.68%	981,894.56

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5217 Professional Cleaning Services	400.00	416.67	(16.67)	400.00	5,000.00	8.00%	4,600.00
10-32-5229 Contractual Services	0.00	9,996.00	(9,996.00)	0.00	120,000.00	0.00%	120,000.00
10-32-5301 Office Supplies	393.00	249.90	143.10	393.00	3,000.00	13.10%	2,607.00
10-32-5309 Uniforms	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-32-5317 Equipment & Other Rentals	0.00	583.10	(583.10)	0.00	7,000.00	0.00%	7,000.00
10-32-5324 Park Maintenance	7,063.62	6,666.67	396.95	7,063.62	80,000.00	8.83%	72,936.38
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	7,856.62	18,203.92	(10,347.30)	7,856.62	218,500.00	3.60%	210,643.38

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10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,635.00	15,378.01	(11,743.01)	3,635.00	184,610.00	1.97%	180,975.00
10-35-5104 Salaries - Overtime	36.30	157.43	(121.13)	36.30	1,890.00	1.92%	1,853.70
10-35-5106 Social Security/Medicare	292.66	1,177.02	(884.36)	292.66	14,130.00	2.07%	13,837.34
10-35-5107 TMRS	429.91	1,691.82	(1,261.91)	429.91	20,310.00	2.12%	19,880.09
10-35-5108 Health & Life Insurance	939.25	3,498.60	(2,559.35)	939.25	42,000.00	2.24%	41,060.75
10-35-5109 Worker's Comp	50.07	149.94	(99.87)	50.07	1,800.00	2.78%	1,749.93
10-35-5110 Texas Workforce Commission	0.00	39.15	(39.15)	0.00	470.00	0.00%	470.00
10-35-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-35-5115 Longevity Pay	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-35-5206 Professional Services	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
10-35-5208 Engineering Services	5,608.06	6,250.00	(641.94)	5,608.06	75,000.00	7.48%	69,391.94
10-35-5223 Training & Travel	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-35-5232 Early Plat - Admin Fee	0.00	5,331.20	(5,331.20)	0.00	64,000.00	0.00%	64,000.00
10-35-5233 Eng Svc: Permits/Inspections	60,208.92	29,155.00	31,053.92	60,208.92	350,000.00	17.20%	289,791.08
10-35-5234 Eng Svc: Plan Review	16,826.25	8,333.33	8,492.92	16,826.25	100,000.00	16.83%	83,173.75
10-35-5235 Eng Svc: Platting	3,315.00	6,250.00	(2,935.00)	3,315.00	75,000.00	4.42%	71,685.00
10-35-5301 Office Supplies	137.97	83.30	54.67	137.97	1,000.00	13.80%	862.03
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5315 Computer Software/License	14,000.00	1,250.00	12,750.00	14,000.00	15,000.00	93.33%	1,000.00
10-35-5317 Equipment & Other Rentals	61.60	41.67	19.93	61.60	500.00	12.32%	438.40
10-35-5411 TIF Fund/MUD 31 Payable	0.00	3,023.79	(3,023.79)	0.00	36,300.00	0.00%	36,300.00
Community Development Totals	105,540.99	86,172.72	19,368.27	105,540.99	1,034,360.00	10.20%	928,819.01

City of Iowa Colony
Financial Statement
As of October 31, 2024

10 - General Fund **Fire Marshal/Building Official**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	7,460.20	8,780.65	(1,320.45)	7,460.20	105,410.00	7.08%	97,949.80
10-36-5106 Social Security/Medicare	595.40	672.23	(76.83)	595.40	8,070.00	7.38%	7,474.60
10-36-5107 TMRS	874.20	966.28	(92.08)	874.20	11,600.00	7.54%	10,725.80
10-36-5108 Health & Life Insurance	982.23	1,166.20	(183.97)	982.23	14,000.00	7.02%	13,017.77
10-36-5109 Worker's Comp	808.18	518.95	289.23	808.18	6,230.00	12.97%	5,421.82
10-36-5110 Texas Workforce Commission	0.00	9.99	(9.99)	0.00	120.00	0.00%	120.00
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	14.99	(14.99)	0.00	180.00	0.00%	180.00
10-36-5207 Building Inspector	33,300.00	24,990.00	8,310.00	33,300.00	300,000.00	11.10%	266,700.00
10-36-5223 Training & Travel	184.31	416.50	(232.19)	184.31	5,000.00	3.69%	4,815.69
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-36-5301 Office Supplies	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-36-5309 Uniforms	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	307.47	250.00	57.47	307.47	3,000.00	10.25%	2,692.53
10-36-5319 Vehicle Repairs & Maintenance	150.95	166.60	(15.65)	150.95	2,000.00	7.55%	1,849.05
10-36-5328 Small Tools & Minor	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-36-5404 Mobile Technology Expense	71.85	83.33	(11.48)	71.85	1,000.00	7.19%	928.15
10-36-5407 Insurance - Vehicles	309.50	66.64	242.86	309.50	800.00	38.69%	490.50
10-36-5410 Vehicle Replacement Fund	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Fire Marshal/Building Official Totals	45,044.29	39,991.79	5,052.50	45,044.29	480,090.00	9.38%	435,045.71

City of Iowa Colony
Financial Statement
As of October 31, 2024

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Capital and Planning Projects Totals	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Expense Totals	551,343.27	653,097.72	(101,754.45)	551,343.27	7,839,890.00	7.03%	7,288,546.73

City of Iowa Colony
Financial Statement
As of October 31, 2024

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	19,337.33	0.00	19,337.33	19,337.33	0.00	0.00%	(19,337.33)
Revenue Totals	19,337.33	0.00	19,337.33	19,337.33	0.00	0.00%	(19,337.33)

City of Iowa Colony
Financial Statement
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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	19,337.33	0.00	19,337.33	19,337.33	0.00	0.00%	(19,337.33)
Miscellaneous Totals	19,337.33	0.00	19,337.33	19,337.33	0.00	0.00%	(19,337.33)
Revenue Totals	19,337.33	0.00	19,337.33	19,337.33	0.00	0.00%	(19,337.33)

City of Iowa Colony
Financial Statement
As of October 31, 2024

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	25,606.23	21,991.20	3,615.03	25,606.23	264,000.00	9.70%	238,393.77
Miscellaneous	1,864.55	1,666.67	197.88	1,864.55	20,000.00	9.32%	18,135.45
Revenue Totals	27,470.78	23,657.87	3,812.91	27,470.78	284,000.00	9.67%	256,529.22
Expense Summary							
Personnel Services	12,912.40	11,078.89	1,833.51	12,912.40	133,000.00	9.71%	120,087.60
Professional/Contract Services	2,926.96	3,082.10	(155.14)	2,926.96	37,000.00	7.91%	34,073.04
Materials & Supplies	9,615.05	9,925.56	(310.51)	9,615.05	119,150.00	8.07%	109,534.95
Capital Outlay	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
Expense Totals	25,454.41	28,251.55	(2,797.14)	25,454.41	339,150.00	7.51%	313,695.59

City of Iowa Colony
Financial Statement
As of October 31, 2024

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	25,606.23	21,991.20	3,615.03	25,606.23	264,000.00	9.70%	238,393.77
Sales Tax Totals	25,606.23	21,991.20	3,615.03	25,606.23	264,000.00	9.70%	238,393.77
Miscellaneous							
20-4910 Interest Income	1,864.55	1,666.67	197.88	1,864.55	20,000.00	9.32%	18,135.45
Miscellaneous Totals	1,864.55	1,666.67	197.88	1,864.55	20,000.00	9.32%	18,135.45
Revenue Totals	27,470.78	23,657.87	3,812.91	27,470.78	284,000.00	9.67%	256,529.22

20 - Crime Control and Prevention Distr Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
Materials & Supplies	9,615.05	9,925.56	(310.51)	9,615.05	119,150.00	8.07%	109,534.95
Personnel Services	12,912.40	11,078.89	1,833.51	12,912.40	133,000.00	9.71%	120,087.60
Professional/Contract Services	2,926.96	3,082.10	(155.14)	2,926.96	37,000.00	7.91%	34,073.04
Police Totals	25,454.41	28,251.55	(2,797.14)	25,454.41	339,150.00	7.51%	313,695.59
Expense Total	25,454.41	28,251.55	(2,797.14)	25,454.41	339,150.00	7.51%	313,695.59

City of Iowa Colony
Financial Statement
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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5101 Salaries - Full Time	7,569.36	6,758.96	810.40	7,569.36	81,140.00	9.33%	73,570.64
20-20-5104 Salaries - Overtime	935.62	666.40	269.22	935.62	8,000.00	11.70%	7,064.38
20-20-5106 Social Security/Medicare	594.57	517.29	77.28	594.57	6,210.00	9.57%	5,615.43
20-20-5107 TMRS	884.93	743.86	141.07	884.93	8,930.00	9.91%	8,045.07
20-20-5108 Health & Life Insurance	2,754.10	2,332.40	421.70	2,754.10	28,000.00	9.84%	25,245.90
20-20-5109 Worker's Comp	150.21	27.50	122.71	150.21	330.00	45.52%	179.79
20-20-5110 Texas Workforce Commission	23.61	19.99	3.62	23.61	240.00	9.84%	216.39
20-20-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
20-20-5206 Professional Services	60.00	1,041.25	(981.25)	60.00	12,500.00	0.48%	12,440.00
20-20-5222 Investigations	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
20-20-5223 Training & Travel	2,866.96	1,249.50	1,617.46	2,866.96	15,000.00	19.11%	12,133.04
20-20-5230 Radio Service	0.00	541.45	(541.45)	0.00	6,500.00	0.00%	6,500.00
20-20-5301 Office Supplies	468.90	166.60	302.30	468.90	2,000.00	23.45%	1,531.10
20-20-5303 Public Education & Training	1,376.56	1,050.41	326.15	1,376.56	12,610.00	10.92%	11,233.44
20-20-5307 Investigation Supplies	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
20-20-5309 Uniforms	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5314 Computer & Technology	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
20-20-5315 Computer Software/License	2,646.00	1,627.68	1,018.32	2,646.00	19,540.00	13.54%	16,894.00
20-20-5316 Equipment Repair/Parts	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5317 Equipment & Other Rentals	5,123.59	3,581.90	1,541.69	5,123.59	43,000.00	11.92%	37,876.41
20-20-5328 Small Tools & Minor	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5650 Vehicles & Machinery	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
Police Totals	25,454.41	28,251.55	(2,797.14)	25,454.41	339,150.00	7.51%	313,695.59
Expense Totals	25,454.41	28,251.55	(2,797.14)	25,454.41	339,150.00	7.51%	313,695.59

City of Iowa Colony
Financial Statement
As of October 31, 2024

30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Revenue Totals	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Expense Summary							
Debt Service	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00
Expense Totals	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Property Tax	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Adminstration Totals	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Revenue Total	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)

City of Iowa Colony
Financial Statement
As of October 31, 2024

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-4120 Property Tax	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Adminstration Totals	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)
Revenue Totals	29,043.86	0.00	29,043.86	29,043.86	0.00	0.00%	(29,043.86)

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00
Adminstration Totals	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00
Expense Total	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00

City of Iowa Colony
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30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	82,442.01	(82,442.01)	0.00	989,700.00	0.00%	989,700.00
30-10-5513 Interest on Debt	322,315.00	0.00	322,315.00	322,315.00	0.00	0.00%	(322,315.00)
30-10-5520 MUD 55 Debt Adjustment	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
30-10-5521 MUD 31 Rebate Payment	0.00	58,310.00	(58,310.00)	0.00	700,000.00	0.00%	700,000.00
Adminstration Totals	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00
Expense Totals	322,315.00	149,085.34	173,229.66	322,315.00	1,789,700.00	18.01%	1,467,385.00

City of Iowa Colony
Financial Statement
As of October 31, 2024

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
License & Permits	72,261.00	0.00	72,261.00	72,261.00	0.00	0.00%	(72,261.00)
Revenue Totals	72,261.00	0.00	72,261.00	72,261.00	0.00	0.00%	(72,261.00)

City of Iowa Colony
Financial Statement
As of October 31, 2024

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
37-4808 Regional Parkland Revenue	72,261.00	0.00	72,261.00	72,261.00	0.00	0.00%	(72,261.00)
License & Permits Totals	72,261.00	0.00	72,261.00	72,261.00	0.00	0.00%	(72,261.00)
Revenue Totals	72,261.00	0.00	72,261.00	72,261.00	0.00	0.00%	(72,261.00)

City of Iowa Colony
Financial Statement
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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	820.06	0.00	820.06	820.06	0.00	0.00%	(820.06)
Revenue Totals	820.06	0.00	820.06	820.06	0.00	0.00%	(820.06)

City of Iowa Colony
Financial Statement
As of October 31, 2024

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	820.06	0.00	820.06	820.06	0.00	0.00%	(820.06)
Fines & Forfeitures Totals	820.06	0.00	820.06	820.06	0.00	0.00%	(820.06)
Revenue Totals	820.06	0.00	820.06	820.06	0.00	0.00%	(820.06)

City of Iowa Colony
Financial Statement
As of October 31, 2024

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	1,004.57	0.00	1,004.57	1,004.57	0.00	0.00%	(1,004.57)
Revenue Totals	1,004.57	0.00	1,004.57	1,004.57	0.00	0.00%	(1,004.57)

City of Iowa Colony
Financial Statement
As of October 31, 2024

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	1,004.57	0.00	1,004.57	1,004.57	0.00	0.00%	(1,004.57)
Fines & Forfeitures Totals	1,004.57	0.00	1,004.57	1,004.57	0.00	0.00%	(1,004.57)
Revenue Totals	1,004.57	0.00	1,004.57	1,004.57	0.00	0.00%	(1,004.57)

City of Iowa Colony
Financial Statement
As of October 31, 2024

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,423.09	0.00	1,423.09	1,423.09	0.00	0.00%	(1,423.09)
Revenue Totals	1,423.09	0.00	1,423.09	1,423.09	0.00	0.00%	(1,423.09)

City of Iowa Colony
Financial Statement
As of October 31, 2024

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	1,423.09	0.00	1,423.09	1,423.09	0.00	0.00%	(1,423.09)
Miscellaneous Totals	1,423.09	0.00	1,423.09	1,423.09	0.00	0.00%	(1,423.09)
Revenue Totals	1,423.09	0.00	1,423.09	1,423.09	0.00	0.00%	(1,423.09)

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	9,028,085.69	
	10-1004	Petty Cash	300.00	
	10-1006	TexStar CD	2,807,130.12	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1100	Accounts Receivable	9,255.67	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,119.00	
	10-1115	Property Tax Receivable - P & I	11,937.00	
	10-1260	Due From Utility Fund	138,289.65	
	Total Assets		12,185,818.09	
				12,185,818.09

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	332,050.23	
	10-2001	Accounts Payble at Year End	67,508.97	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	1,537.70	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	4,322.26	
	10-2206	Texas Workforce Commission Payable	(2,646.67)	
	10-2207	Health & Life Insurance Payable	(9,419.11)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	10,882.00	
	10-2304	Credit Card Fee	1,260.17	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	42,056.00	
	10-2500	American Rescue Plan Fund	1,284.00	
	10-2501	Baseball Field Reserve	17,023.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2550	Early Plat - Creekhaven Sec 1	1,965,546.29	
	10-2602	Due to Retainer Fund	797,940.00	
	10-2603	Due to Crime Prevention	(3,993.13)	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities		5,167,479.17	
Fund Balance				
	10-3000	Fund Balance	4,381,068.44	
	10-3002	Fund Balance Assigned	1,625,000.00	
	Total Fund Balance		6,006,068.44	

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
		Total Revenue	11,844,411.63	
		Total Expenses	10,832,141.15	
		Current Year Increase (Decrease)	1,012,270.48	
		Fund Balance Total	6,006,068.44	
		Current Year Increase (Decrease)	1,012,270.48	
		Total Fund Balance/Equity	7,018,338.92	
		Total Liabilities & Fund Balance		12,185,818.09

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(130,618.50)	
	11-1002	Retainer Account	553,140.04	
	11-1015	Ames Blvd Ret - TX Class	1,626,423.58	
	Total Assets		2,048,945.12	
				2,048,945.12

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2010	Accounts Payable	15,390.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	5,208.63	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(47,206.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	207.50	
	11-2513	Sierra Vista - Land Tejas	1,048.10	
	11-2514	Sierra Vista West - Land Tejas	21,609.33	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	1,812.88	
	11-2536	Rally 288 West PUD	12,721.83	
	11-2537	Southern Star PUD	5,686.21	
	11-2538	PUD Hines Investments	7,745.00	
	11-2539	SVW Entertainment Dist PUD	6,689.56	
	11-2541	Extension of Ames Blvd Project	1,444,867.50	
	11-2545	Crystal Center Entertainment District	12,238.26	
	11-2546	Maple Farms Tract - Special District	829.72	
	11-2547	PUD - Caldwell, Active Adult Community	7,075.00	
	11-2549	PUD - Sunset Prairie: Majestic Developers	6,880.00	
	11-2553	PUD - Coogan Tract	27,572.80	
	Total Liabilities		1,921,067.55	
Fund Balance				
	11-3000	Fund Balance	55,659.17	
	Total Fund Balance		55,659.17	

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
		Total Revenue	72,217.41	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	72,218.40	
		Fund Balance Total	55,659.17	
		Current Year Increase (Decrease)	72,218.40	
		Total Fund Balance/Equity	127,877.57	
		Total Liabilities & Fund Balance		2,048,945.12

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(5,653,343.28)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	4,728,977.46	
	Total Assets		683,718.34	
				683,718.34

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
	Total Liabilities		473,739.73	
Fund Balance				
	12-3000	Fund Balance	(0.26)	
	Total Fund Balance		(0.26)	
		Total Revenue	209,978.87	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	209,978.87	
		Fund Balance Total	(0.26)	
		Current Year Increase (Decrease)	209,978.87	
		Total Fund Balance/Equity	209,978.61	
	Total Liabilities & Fund Balance			683,718.34

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	232,257.60	
	20-1013	TexStar - Crime Control	470,882.66	
	20-1301	Due from General Fund	(3,993.13)	
	Total Assets		699,147.13	
				699,147.13

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	812.97	
	20-2001	Accounts Payble at Year End	235.00	
	20-2207	Health & Life Insurance Payable	822.62	
	Total Liabilities		1,870.59	
Fund Balance				
	20-3000	Fund Balance	609,467.90	
	Total Fund Balance		609,467.90	
		Total Revenue	410,684.36	
		Total Expenses	322,876.28	
		Current Year Increase (Decrease)	87,808.64	
		Fund Balance Total	609,467.90	
		Current Year Increase (Decrease)	87,808.64	
		Total Fund Balance/Equity	697,276.54	
	Total Liabilities & Fund Balance			699,147.13

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
21 - Law Enforcement				
Assets				
	21-1000	Cash / Due From Consolidated Cash	1,585.50	
	Total Assets		1,585.50	
				1,585.50

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
21 - Law Enforcement				
Fund Balance				
	21-3000	Fund Balance	1,585.50	
	Total Fund Balance		1,585.50	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	1,585.50	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	1,585.50	
	Total Liabilities & Fund Balance			1,585.50

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	886,388.09	
	30-1114	Property Taxes Receivable	16,704.00	
	30-1115	Property Tax Receivable - P & I	3,729.00	
	Total Assets		906,821.09	
				906,821.09

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	20,433.00	
	Total Liabilities		20,433.00	
Fund Balance				
	30-3000	Fund Balance	494,009.91	
	Total Fund Balance		494,009.91	
		Total Revenue	1,696,882.18	
		Total Expenses	1,304,504.00	
		Current Year Increase (Decrease)	392,378.18	
		Fund Balance Total	494,009.91	
		Current Year Increase (Decrease)	392,378.18	
		Total Fund Balance/Equity	886,388.09	
	Total Liabilities & Fund Balance			906,821.09

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(795,818.82)	
	35-1100	Accounts Receivable	5,588.00	
	Total Assets		(790,230.82)	
				(790,230.82)

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Liabilities				
	35-2532	Road Works Fund	99,999.56	
	Total Liabilities		99,999.56	
Fund Balance				
	35-3000	Fund Balance	(0.88)	
	Total Fund Balance		(0.88)	
		Total Revenue	791,051.00	
		Total Expenses	1,681,280.50	
		Current Year Increase (Decrease)	(890,229.50)	
		Fund Balance Total	(0.88)	
		Current Year Increase (Decrease)	(890,229.50)	
		Total Fund Balance/Equity	(890,230.38)	
	Total Liabilities & Fund Balance			(790,230.82)

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	(20,739.97)	
	Total Assets		(20,739.97)	
				(20,739.97)

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	45.00	
	36-2205	TMRS Payable	0.07	
	36-2206	Texas Workforce Commission Payable	(19.12)	
	36-2207	Health & Life Insurance Payable	300.00	
	Total Liabilities		325.95	
Fund Balance				
	36-3000	Fund Balance	22,521.72	
	Total Fund Balance		22,521.72	
		Total Revenue	3,035.62	
		Total Expenses	46,623.26	
		Current Year Increase (Decrease)	(43,587.64)	
		Fund Balance Total	22,521.72	
		Current Year Increase (Decrease)	(43,587.64)	
		Total Fund Balance/Equity	(21,065.92)	
	Total Liabilities & Fund Balance			(20,739.97)

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Assets				
	37-1000	Cash / Due From Consolidated Cash	334,924.00	
	Total Assets		334,924.00	
				334,924.00

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
		Total Revenue	334,924.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	334,924.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	334,924.00	
		Total Fund Balance/Equity	334,924.00	
		Total Liabilities & Fund Balance		334,924.00

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	30,601.21	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		30,522.21	
				30,522.21

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	20,357.05	
	Total Fund Balance		20,357.05	
		Total Revenue	10,164.71	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	10,165.16	
		Fund Balance Total	20,357.05	
		Current Year Increase (Decrease)	10,165.16	
		Total Fund Balance/Equity	30,522.21	
	Total Liabilities & Fund Balance			30,522.21

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	45,625.08	
	Total Assets		45,625.08	
				45,625.08

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	33,064.24	
	Total Fund Balance		33,064.24	
		Total Revenue	12,560.48	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	12,560.84	
		Fund Balance Total	33,064.24	
		Current Year Increase (Decrease)	12,560.84	
		Total Fund Balance/Equity	45,625.08	
	Total Liabilities & Fund Balance			45,625.08

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
Assets				
	42-1000	Cash / Due From Consolidated Cash	2,627.20	
	Total Assets		2,627.20	
				2,627.20

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
		Total Revenue	2,627.20	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	2,627.20	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	2,627.20	
		Total Fund Balance/Equity	2,627.20	
		Total Liabilities & Fund Balance		2,627.20

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2411	Coronavirus Unearned Revenue	(0.01)	
	Total Liabilities		(0.01)	
Fund Balance				
	45-3000	Fund Balance	0.01	
	Total Fund Balance		0.01	
		Total Revenue	900,751.00	
		Total Expenses	900,751.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.01	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.01	
	Total Liabilities & Fund Balance			0.00

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(261,855.67)	
	50-1014	TexStar - Veh Rep Fund	359,385.17	
	Total Assets		97,529.50	
				97,529.50

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	214,671.86	
	Total Fund Balance		214,671.86	
		Total Revenue	15,484.13	
		Total Expenses	132,626.49	
		Current Year Increase (Decrease)	(117,142.36)	
		Fund Balance Total	214,671.86	
		Current Year Increase (Decrease)	(117,142.36)	
		Total Fund Balance/Equity	97,529.50	
	Total Liabilities & Fund Balance			97,529.50

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Assets				
	60-1000	Cash / Due From Consolidated Cash	(2,040,837.93)	
	60-1016	Central Bank 3666	229,715.61	
	60-1017	Central Bank Sweep Inv Account	5,097,723.34	
	60-1100	Accounts Receivable	119,307.78	
	60-1503	Water Facilities	8,397,707.00	
	60-1504	Wastewater Facilities	13,953,336.00	
	60-1553	Acumulated Dep Water/Sewer	(173,027.00)	
	Total Assets		25,583,924.80	
				25,583,924.80

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Liabilities				
	60-2000	Due To Consolidated Cash / Accounts Payable	173,751.72	
	60-2001	Accounts Payble at Year End	241,792.29	
	60-2100	Water Customer Deposits	415,535.86	
	60-2210	Garbage Tax Collected Si Env	87,292.28	
	60-2601	Due to General Fund	126,427.65	
	Total Liabilities		1,044,799.80	
Fund Balance				
	60-3000	Fund Balance	22,809,146.51	
	Total Fund Balance		22,809,146.51	
		Total Revenue	6,798,567.01	
		Total Expenses	5,068,588.52	
		Current Year Increase (Decrease)	1,729,978.49	
		Fund Balance Total	22,809,146.51	
		Current Year Increase (Decrease)	1,729,978.49	
		Total Fund Balance/Equity	24,539,125.00	
	Total Liabilities & Fund Balance			25,583,924.80

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Assets				
	61-1000	Cash / Due From Consolidated Cash	(334,317.91)	
	61-1018	Bank OZK Esc	145,668.13	
	61-1019	Capital One Esc	636.77	
	61-1502	Construction in Progress	5,329,955.00	
	Total Assets		5,141,941.99	
				5,141,941.99

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Liabilities				
	61-2560	Financing Agreement LT	3,483,278.16	
	61-2561	Financing Agreement FS Ph2	2,156,022.07	
	Total Liabilities		5,639,300.23	
Fund Balance				
	61-3000	Fund Balance	(75,152.16)	
	Total Fund Balance		(75,152.16)	
		Total Revenue	33,178.90	
		Total Expenses	455,384.98	
		Current Year Increase (Decrease)	(422,206.08)	
		Fund Balance Total	(75,152.16)	
		Current Year Increase (Decrease)	(422,206.08)	
		Total Fund Balance/Equity	(497,358.24)	
	Total Liabilities & Fund Balance			5,141,941.99

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	1,962,836.07	
	99-1210	Due From General Fund	164,754.23	
	99-1220	Due From Crime Prevention District Fund	867.97	
	Total Assets		2,128,458.27	
				2,128,458.27

City of Iowa Colony
Balance Sheet
As of September 30, 2025

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	339,373.92	
	99-2110	Due To General Fund	12,516,012.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2160	Due To Utility Fund	(173,751.72)	
	99-2999	Due To Other Funds	(11,614,875.93)	
	Total Liabilities		2,128,458.27	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			2,128,458.27

Technology Department

- **CJIS Network Topology and Audit Preparation:**
  - Substantial progress was made on the city's comprehensive network topology map in preparation for CJIS cybersecurity audits. The map now documents all devices, VLANs, and Layer 2 and 3 configurations across City Hall, Public Works, and Code Enforcement. This initiative will serve as a centralized compliance reference, ensuring greater visibility and efficiency during external audits while setting a foundation for future network segmentation improvements.
- **Public Works Phone System Consolidation:**
  - The Public Works phone system was reconfigured to unify incoming call distribution and voicemail management. The department now uses a shared mailbox and updated auto-attendant routing that ensures calls are answered and tracked more efficiently. These changes improve communication transparency while simplifying future onboarding and extension management across the department.
- **Payroll Calendar Integration and Process Standardization:**
  - A new centralized payroll calendar was integrated into the Microsoft 365 "All Personnel" group calendar to improve visibility of key deadlines across all departments. This process eliminates redundant email attachments and allows H.R. to maintain updates directly. The effort also established a standardized model for citywide event and communication scheduling within the shared platform.
- **Security and System Stability Enhancements:**
  - Addressed system performance interruptions and false alerts by refining policy configurations and administrative access procedures. These adjustments reduced unnecessary disruptions, improved overall reliability, and allowed for more efficient handling of system-level alerts. Network activity monitoring and response methods were also updated to enhance consistency in cybersecurity practices citywide.

Technology Department

(Continued)

- **Financial Workflow Alignment and Process Improvement:**
    - Collaborated with Finance to refine recurring invoice handling and ensure consistency with the city's purchasing policies. Clarified recurring charges under long-term agreements to reduce redundant approvals and improve financial documentation accuracy. These workflow improvements promote greater efficiency and transparency while strengthening interdepartmental coordination.
- **Website Refinement and Departmental Updates:**
    - Implemented targeted improvements to the city's website by updating RFP postings, district maps, and application forms to ensure accurate information and better public access. Adjusted backend configurations to resolve display inconsistencies and improve document navigation. These refinements enhance public transparency and ensure departmental information remains clear and up to date.
- **Facility Infrastructure and System Maintenance:**
    - Completed infrastructure quality assurance across multiple city facilities to validate cabling integrity, signal strength, and hardware performance. Applied routine software and firmware updates to improve operational reliability and security across network and audiovisual systems. These actions support consistent service availability and minimize downtime during public meetings and departmental operations.
- **Operational Collaboration and Continued Support:**
    - Worked closely with leadership and departmental staff to address ongoing technology needs while balancing priorities across multiple projects. Continued to provide responsive technical guidance, system improvements, and documentation that support both immediate operational continuity and long-term planning. These collective efforts reflect a continued commitment to collaboration, accountability, and citywide service enhancement.

Si Environmental, LLC

City of Iowa Colony

Operations Report for the meeting held on October 20th, 2025.

Management Report Summary

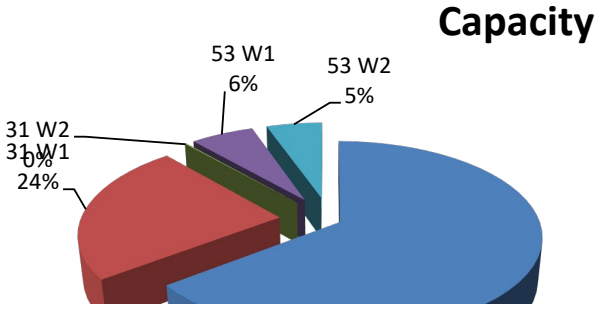
1. **Maintenance & Repairs:**
    - **Wastewater Treatment Plant**
        i. WWTP#1 – Reinstalled blower motor after replacing bad bearings and couplings.
        ii. WWTP #1 – Vactor truck work to clean headworks, aeration and chlorine basins.
    - **Lift Station**
        i. Ames Blvd L4 – Pulled lift pumps to clear out debris.
        ii. Yuba Valley L6 – Reinstalled lift pump after mechanical seals were replaced.
    - **Water Distribution**
        i. C/O Creekhaven & Country Hill – excavation to repair main line with a pipe clamp.
        ii. 2711 Amertine Dr – Excavation to replace leaking tapline.
        iii. 2507 Rose Gold Dr – Excavation to replace leaking tapline.
    - **Water Plant**
        i. WW#1 – Topped of diesel tank for onsite generator.
    - **Storm Sewer Collection**
        i. 1819 Homewood Point Ln – Reset and resealed storm manhole.
    - **Sanitary Sewer**
        i. 2619 Precious Coral Dr – Televised sanitary main due to sewer back up. City side is clear, homeowner issue.

City of Iowa Colony
Production Report

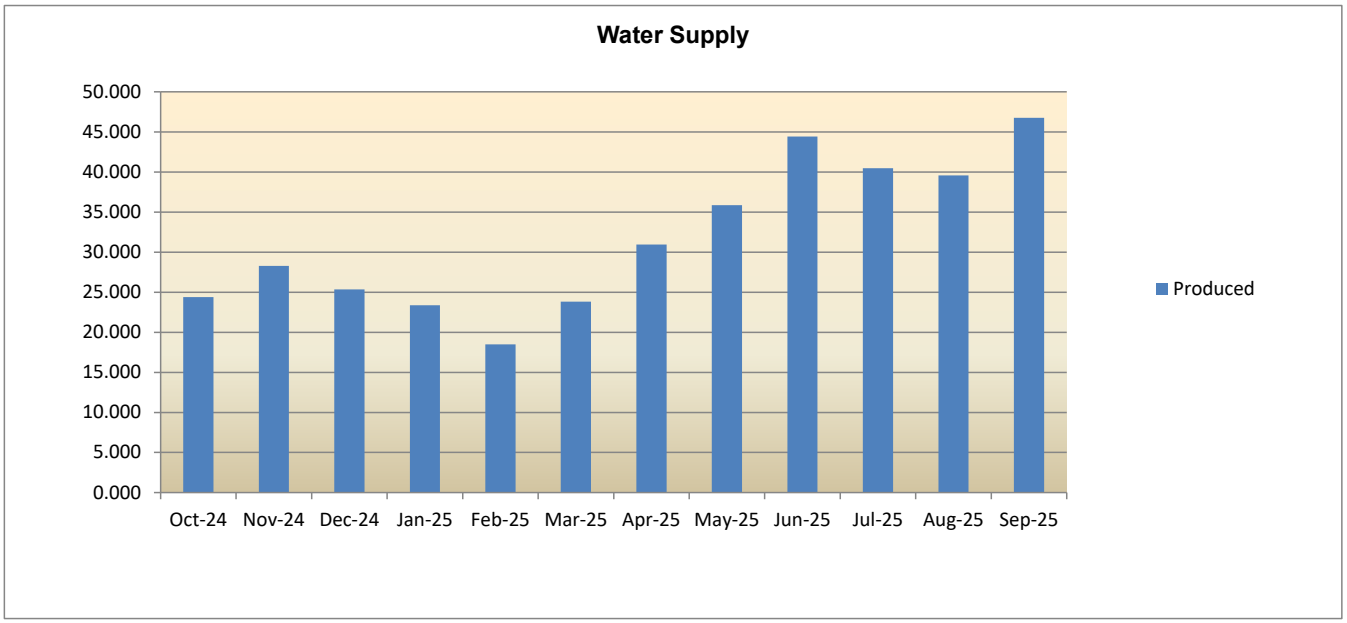
SEPTEMBER 2025 PUMPAGE X 1,000 GALS									
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	Total	Capacity	Bought	From	Sold To
1	787	0	279	198	1,264	47.0%	134	BFB3	BC87
2	807	0	248	209	1,264	47.0%	73	BFB3	BC87
3	1,044	0	267	201	1,512	56.3%	108	BFB3	BC87
4	926	0	299	198	1,423	53.0%	110	BFB3	BC87
5	779	0	245	142	1,166	43.4%	109	BFB3	BC87
6	739	0	262	160	1,161	43.2%	109	BFB3	BC87
7	1,004	0	248	253	1,505	56.0%	112	BFB3	BC87
8	920	53	285	243	1,501	55.9%	80	BFB3	BC87
9	902	0	248	229	1,379	51.3%	74	BFB3	BC87
10	1,115	0	251	185	1,551	57.7%	74	BFB3	BC87
11	895	0	264	181	1,340	49.9%	106	BFB3	BC87
12	966	0	336	173	1,475	54.9%	135	BFB3	BC87
13	1,069	0	248	287	1,604	59.7%	135	BFB3	BC87
14	1,320	0	377	232	1,929	71.8%	140	BFB3	BC87
15	1,044	17	264	271	1,596	59.4%	87	BFB3	BC87
16	1,044	17	326	143	1,530	56.9%	141	BFB3	BC87
17	1,165	0	112	366	1,643	61.1%	119	BFB3	BC87
18	1,002	0	243	245	1,490	55.5%	173	BFB3	BC87
19	1,100	0	274	178	1,552	57.8%	150	BFB3	BC87
20	1,078	0	255	260	1,593	59.3%	150	BFB3	BC87
21	1,288	0	368	267	1,923	71.6%	143	BFB3	BC87
22	1,076	38	258	223	1,595	59.4%	223	BFB3	BC87
23	1,083	0	235	215	1,533	57.1%	119	BFB3	BC87
24	1,007	0	111	326	1,444	53.7%	119	BFB3	BC87
25	987	0	222	234	1,443	53.7%	187	BFB3	BC87
26	973	0	276	156	1,405	52.3%	173	BFB3	BC87
27	1,040	0	276	240	1,556	57.9%	173	BFB3	BC87
28	1,387	0	404	299	2,090	77.8%	175	BFB3	BC87
29	1,229	38	132	336	1,735	64.6%	153	BFB3	BC87
30	1,185	0	215	259	1,659	61.7%	216	BFB3	BC87
31	0	0	0	0	0	0.0%		BFB3	BC87
TOTAL:	**30,961**	**163**	**7,828**	**6,909**	**45,861**		**3,998**		**0**

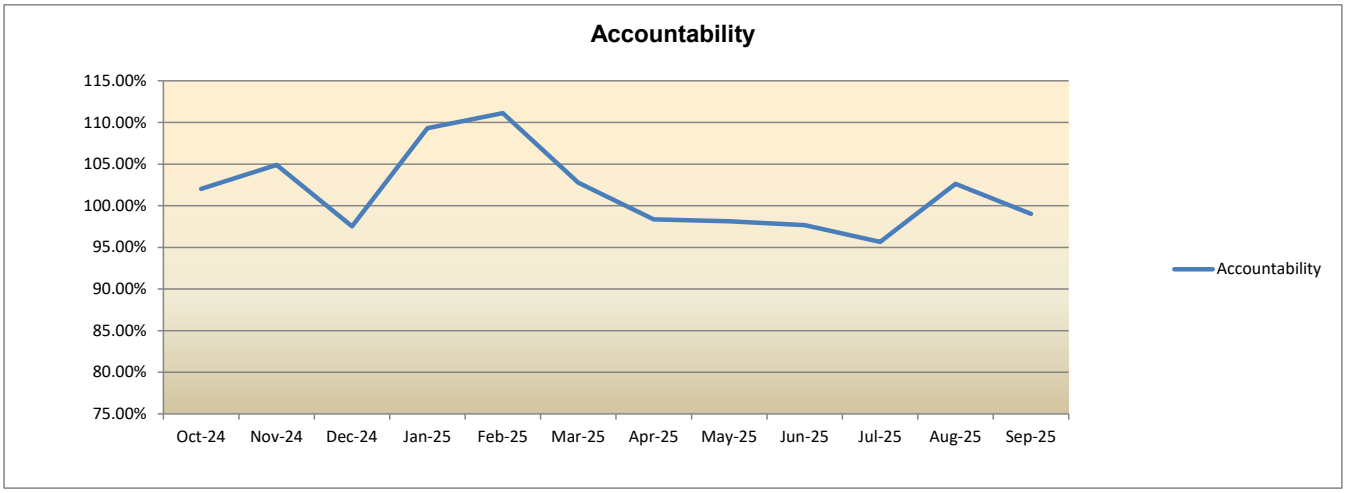
BC31 PERMIT	PERMIT TERM 2/1/25 - 1/31/26	GALLONS PUMPED	PERMIT USED	MONTHS AVAIL	MONTHS PROJ
325,000	**x 1,000 gallons**	222,950	69%	0	5
BC53 PERMIT	**PERMIT TERM 11/1/24 - 10/31/25**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
210,000	**x 1,000 gallons**	188,460	90%	1	1

WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	5/2/25	1275	1,836
BC31 2	5/2/25	624	851
BC53 1	6/18/25	546	786
BC53 2	6/18/25	608	876
TOTAL			**2,687**



Billing Period	Produced	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
09/10/24 - 10/07/24	24.399	0.000	24.399	16.249	0.221	0.000	102.02%	97.37%
10/08/24 - 11/07/24	28.274	0.000	28.274	28.731	0.930	0.000	104.91%	99.59%
11/08/24 - 12/13/24	25.346	0.000	25.346	24.342	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	23.375	25.499	0.054	0.000	109.32%	103.44%
01/11/25 - 02/07/25	18.476	0.000	18.476	20.269	0.261	0.000	111.12%	105.72%
02/08/25 - 03/11/25	23.825	0.000	23.825	24.223	0.259	0.000	102.76%	105.18%
03/12/25 - 04/09/25	30.932	0.000	30.932	30.115	0.306	0.000	98.35%	105.39%
04/10/25 - 05/09/25	35.850	3.063	38.913	37.958	0.229	0.000	98.13%	102.59%
05/10/25 - 06/09/25	44.430	3.265	47.695	46.345	0.244	0.000	97.68%	99.23%
06/10/25 - 07/09/25	40.466	4.040	44.506	42.442	0.131	0.000	95.66%	97.46%
07/10/25 - 08/07/25	39.579	4.459	44.038	45.027	0.172	0.000	102.64%	98.53%
08/8/25 - 09/08/25	46.759	3.998	50.757	50.142	0.126	0.000	99.04%	98.75%





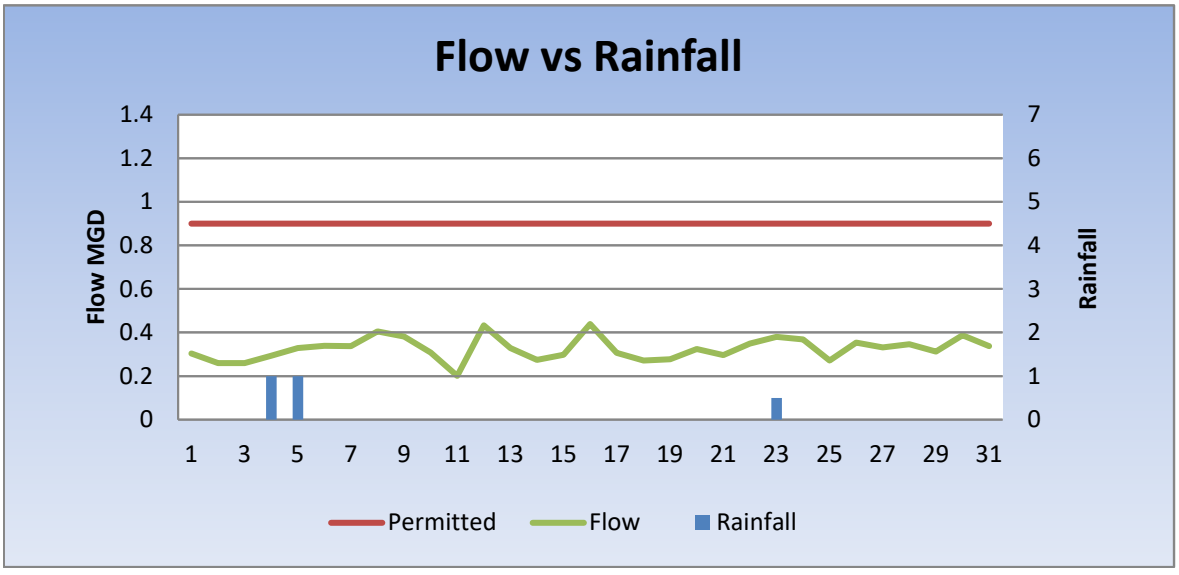
Wastewater Treatment Plant #1
BC31 Plant

Permit # 14546-001
Expires: 7/31/2028

Design: 0.900 MGD
Utilized 12.6%

PARAMETER		UNITS	PERMIT LIMITS	Aug-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.9	0
pH:	Min	S.U.	6.0	7.2	0
pH:	Max	S.U.	9.0	7.3	0
Total Suspended Solids:	Avg	lbs / day	113.0	10.0	0
Total Suspended Solids:	Avg	mg / l	15.0	11.5	0
Total Suspended Solids:	Max	mg / l	40.0	15.6	0
Ammonia:	Avg	lbs / day	23.0	0.2	0
Ammonia:	Avg	mg / l	3.0	0.2	0
Ammonia:	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.11	0
2-Hour Peak Flow:	Max	gpm	3.60	0.18	0
Chlorine:	Min	mg / l	1.0	1.5	0
Chlorine:	Max	mg / l	4.0	2.8	0
E.coli:	Avg	CFU/100ml	126	17.0	0
E.coli:	Max	CFU/100ml	399	17.0	0
CBOD:	Avg	lbs / day	75.0	2.9	0
CBOD:	Avg	mg / l	10.0	3.4	0
CBOD:	Max	mg / l	22.0	5.3	0

Permit Excursions:	0	Sanitary Sewer Overflows:	1
Rainfall:	2.5	SSO Gallons:	8000



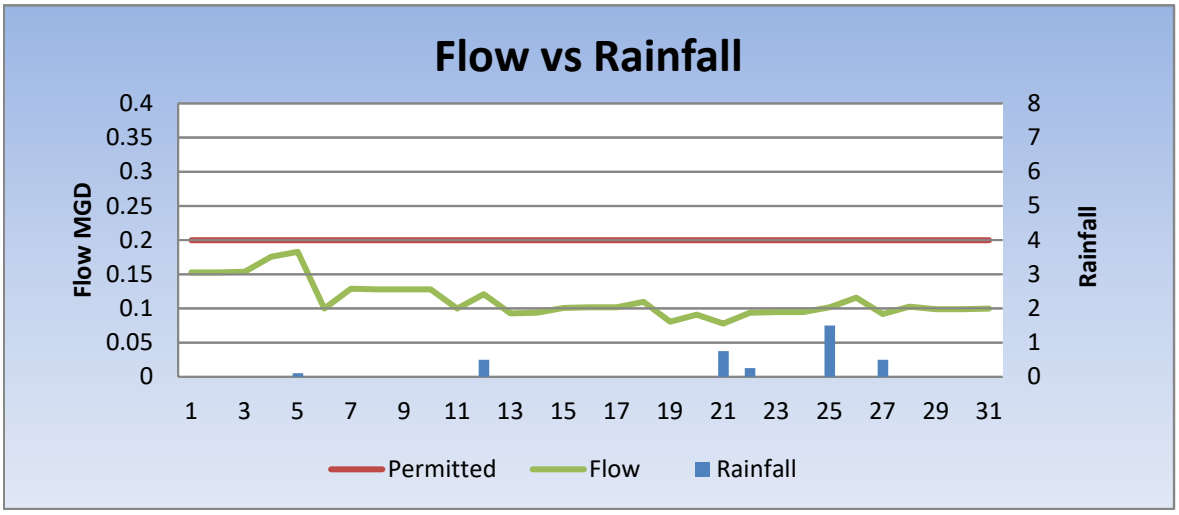
Wastewater Treatment Plant #2
BC53 Plant

Permit # 15714-001
Expires: 7/30/2024

Design: 0.200 MGD
Utilized 56.5%

PARAMETER		UNITS	PERMIT LIMITS	Aug-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.86	0
pH:	Min	S.U.	6.0	7.21	0
pH:	Max	S.U.	9.0	7.25	0
Total Suspended Solids:	Avg	lbs / day	25.0	10.00	0
Total Suspended Solids:	Avg	mg / l	15.0	11.50	0
Total Suspended Solids:	Max	mg / l	60.0	15.60	0
Ammonia:	Avg	lbs / day	5.0	0.17	0
Ammonia:	Avg	mg / l	3.0	0.20	0
Ammonia:	Max	mg / l	15.0	0.20	0
Flow:	Avg	M.G.D.	0.200	0.113	0
2-Hour Peak Flow:	Max	gpm	0.800	0.183	0
Chlorine:	Min	mg / l	1.0	1.47	0
Chlorine:	Max	mg / l	4.0	2.78	0
E.coli:	Avg	CFU/100ml	126.0	17.0	0
E.coli:	Max	CFU/100ml	399.0	17.0	0
CBOD:	Avg	lbs / day	17.0	2.90	0
CBOD:	Avg	mg / l	10.0	3.40	0
CBOD:	Max	mg / l	35.0	5.30	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	0.6	SSO Gallons:	0



City of Iowa Colony
Customer Billing Report

	September 11, 2025	August 11, 2025	July 11, 2025
Beginning Date	8/28/2025	7/26/2025	6/27/2025
Closing Date	9/25/2025	8/27/2025	7/25/2025

Collected Amount

Penalty	$ 10,573.34	$ 14,024.80	$ 16,640.16
Water	$ 186,897.65	$ 191,548.65	$ 218,711.64
Sewer	$ 105,303.76	$ 106,172.59	$ 100,621.39
Garbage Tax	$ 9,299.41	$ 8,939.65	$ 7,449.64
Garbage Collection Fees	$ 111,221.47	$ 107,834.17	$ 88,541.11
Franchise	$ 15,088.70	$ 14,792.83	$ 16,047.82
Voluntary Fire	$ 16,455.15	$ 8,318.11	$ 8,128.76
Grease Trap	$ 1,474.00	$ 1,608.00	$ 2,010.00
Deposit	$ 10,275.00	$ 13,075.00	$ 8,615.00
Transfer Fee	$ 4,845.00	$ 5,025.00	$ 4,130.17
Miscellaneous	$ 11,171.09	$ 13,747.93	$ 11,599.29
TOTAL COLLECTED	**$ 482,604.57**	**$ 485,086.73**	**$ 482,494.98**
OVERPAYMENT	**$ 15,476.51**	**$ 34,095.68**	**$ 31,906.21**
TOTAL COLLECTED	**$ 498,081.08**	**$ 519,182.41**	**$ 514,401.19**

Billed Amounts

Water	$ 243,209.47	$ 221,943.83	$ 216,019.16
Sewer	$ 111,351.57	$ 108,369.99	$ 107,423.46
Garbage Tax	$ 9,750.86	$ 9,667.56	$ 9,212.74
Garbage	$ 117,817.92	$ 116,764.80	$ 111,407.35
Franchise Fee	$ 17,726.84	$ 16,514.41	$ 15,804.89
Voluntary Fire	$ 23,592.00	$ 23,538.00	$ 11,622.00
Grease Trap	$ 1,742.00	$ 2,144.00	$ 2,144.00
Deposit	$ 15,950.00	$ 10,650.00	$ 11,825.00
Transfer Fee	$ 6,015.00	$ 4,675.00	$ 4,500.00
Miscellaneous	$ 5,568.04	$ 8,066.66	$ 4,022.47
TOTAL BILLED	**$ 552,723.70**	**$ 522,334.25**	**$ 493,981.07**

Aged Receivables

30 Days Arrears	$ 92,696.16	$ 77,561.70	$ 89,933.44
60 Days Arrears	$ 23,985.15	$ 30,026.94	$ 28,367.06
90 Days Arrears	$ 13,681.88	$ 13,362.70	$ 12,572.47
Over 120 Days Arrears	$ 37,140.62	$ 41,098.19	$ 36,981.19
Previous Month Overpymt	$ (19,837.42)	$ (28,632.43)	$ (25,428.91)
Total Aged Receivables	$ 147,666.39	$ 133,417.10	$ 142,425.25
Current Month Overpymt	$ (19,099.86)	$ (25,153.35)	$ (21,643.52)
TOTAL LESS OVERPYMT	$ 128,566.53	$ 108,263.75	$ 120,781.73
TOTAL RECEIVABLES	**$ 681,290.23**	**$ 630,598.00**	**$ 614,762.80**

Deposit Liabilities	**$ 415,920.00**	**$ 411,820.00**	**$ 408,120.00**
Average Usage For Meters	7,174	6,661	6,451

City Of Iowa Colony
Connection Report

September-25

	B031	B032	B053	B057	B087	B092	Totals
Occupied Single Family	1986	681	1250	0	160	0	4077
Vacant Single Family	26	12	11	0	6	0	55
Multi-Family	0	1	0	0	0	0	1
Commercial	7	13	4	0	1	0	25
Builder	214	30	39	6	7	59	355
Irrigation	35	38	22	0	4	0	99
Rental Meters	11	0	0	0	0	0	11
District Meters	3	0	0	0	0	0	3
TOTAL CONNECTIONS	**2282**	**775**	**1326**	**6**	**178**	**59**	**4626**

DESIGNATION OF REPRESENTATIVE AND ALTERNATE

HOUSTON-GALVESTON AREA COUNCIL

2026 GENERAL ASSEMBLY

****

BE IT RESOLVED, by the Mayor and City Council of _____, Texas that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2026.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2025.

APPROVED:

_____

Mayor

ATTEST:

_____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers®

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

_____

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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SPECIAL NOTE ON USE OF THIS FORM:
This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Iowa Colony ("Owner")

and Adico, LLC – Consulting Engineers ("Engineer")

Engineer agrees to provide the services described below to Owner for 1.0 MGD Water Plant and Well ("Project").

Description of Engineer's Services: Engineering Service for the construction of 1.0 MG Water Plant and Water Well

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

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c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

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H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment (Lump Sum for services)

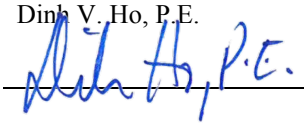
Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed $360,000.00** be established.

Task	Description	Fee
Preliminary Phase	Site evaluation & coordination	$64,800
Design Phase	Plans, specifications, permitting	$187,200
Bidding & Award	Support and addenda	$21,600
Construction Phase	Review, inspection, closeout	$86,400
Total Engineering Fees		**$360,000**

Total fees under the contract shall not exceed $360,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Iowa Colony, Texas	ENGINEER:	Adico, LLC
By:	Mayor Wil Kennedy	By:	Dinh V. Ho, P.E. 
Title:	Mayor	Title:	President
Date Signed:		Date Signed:	10/7/2025
		License or Certificate No. and State	License No. 93895
			Adico, LLC – TBPE Firm No. 16423
Address for giving notices:		Address for giving notices:	
Ms. Natasha Brooks Anderson City of Iowa Colony 3144 Meridiana Parkway Iowa Colony, TX 775838		Dinh V. Ho, P.E. Adico, LLC – Consulting Engineers 205 E. Edgewood Friendswood, TX 77546	

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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ADICO
CONSULTING ENGINEERS

EXHIBIT 'A'

ADICO, LLC
SCHEDULE OF HOURLY RATES

EFFECTIVE JANUARY 2025

DESCRIPTION / TITLE	HOURLY RATES
Principals/PMs	
Principals, Directors	$285.00
Sr. Project Managers	$245.00
Project Managers	$210.00
Project Coordinator	$135.00
Engineers/Designers	
Engineer I	$130.00
Engineer II	$150.00
Sr. Engineer	$195.00
Designer	$115.00
Designer II	$130.00
Cadd Technicians	$110.00
Construction Management	
Senior Construction Inspector	$145.00
Construction Inspector	$125.00
Administrative Support	
Clerical/Administrative Staff	$85.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	$ 0.40 per Copy (8 ½" x 11")
Xerox Prints	$6.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

EXHIBIT "B" - SCOPE OF WORK
FOR 1.0 MGD WATER SUPPLY PLANT AND GROUNDWATER WELL
IOWA COLONY, TEXAS

PROJECT DESCRIPTION

Adico, LLC. (ADICO) is pleased to submit this proposed scope of work for the above-referenced project. This project consists of surveying and engineering design, bidding and construction management for a new 1.0 MGD Water Supply Plant and new groundwater well (approximately 800-1,000 GPM), along with associated site improvements, ground storage tank, hydropneumatic tank, booster pumps, and control systems.

SCOPE OF SERVICES

A. Preliminary Phase:

1. Conduct kickoff meeting with City staff to confirm project goals and site constraints.
2. Review existing reports, plats, and available hydrogeologic data.
3. Coordinate well location siting and preliminary water quality analysis
4. Develop conceptual layouts for the water plant site (ground storage tank, well, pumps, building, electrical and chemical systems).
5. Evaluate location of easements
6. Prepare preliminary cost estimates and milestone schedule.
7. Surveying for Design including:

    - Conduct field surveying to locate existing and adjacent property corners.
    - Perform field topographic surveys for the site. All visible improvements and trees within the project limits will be located and surveyed. Visible water, sanitary sewer, storm sewer lines, fencing and other improvements will be located and surveyed. If necessary, existing utilities uncovered by the City of Iowa Colony will also be surveyed. A survey Base File for civil design will be prepared.
    - Establish overflow elevation for the City elevated tanks on same datum as proposed tank.

B. Design Phase - Final Design

1. **Water Well Design**
    a. Prepare drilling specifications for a 12"–16" production well (depth approx. 800–1,200 ft) base on existing groundwater conditions
    b. Coordinate with a licensed well driller for pilot well and pump testing.
    c. Provide wellhead, discharge piping, and TCEQ-compliant sanitary seal design.
2. **Water Plant Design**
    a. Ground Storage Tanks (150,000–250,000 gal)
    b. Hydropneumatic Tank
    c. Booster Pump System with enclosure (2–3 pumps, 1,000 GPM each)
    d. Chemical Storage and Chemical Feed System (chlorine, ammonium sulfate as applicable)
    e. Water quality treatment if applicable
    f. Electrical, SCADA, and site lighting design.
    g. Yard piping, access drives, fencing, grading, and storm drainage design.
3. **Permitting and Coordination**
    a. Coordinate TCEQ Plan Submital and Review, EPA Registration (if applicable), and City approvals.
    b. Prepare plan set suitable for bidding and construction.

C. Bid and Construction Phase

1. Prepare bid package and assist the City with advertisement and contractor selection.
2. Coordinate pre-bid and pre-construction meetings.
3. Review and process shop drawings, Pay Applications, RFIs, Change Orders and other submittals during the construction period
4. Provide periodic site visits and construction observation.
5. Coordinate periodic construction meetings
6. Conduct substantial and final completion inspections and prepare punch lists.
7. Prepare record drawings and TCEQ completion documentation.

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 10/8/2025

Department Making Request: 30 - Public Works

Person Making Request: Natasha Brooks Anderson

Item Type: Contract

Budgeted? YES Cost: 325000

If budgeted, identify account: | | | Utility Fund - CO

Short Description:

Engineering proposal for design of new 1.0 MGD Water Plant and Water well.

Explanation/Justification Details:

The City is experiencing significant population and commercial growth, which is increasing

the demand on its existing water supply, storage, and distribution systems. The current water production facilities are reserved for the MUD by agreement. To maintain regulatory compliance and ensure reliable service to all customers, the City requires the design and and construction of a new water plant with an associated groundwater supply well.
This Capital project was identified in the Certificate of Obligation (CO) approved by CC.

Adico, LLC Scope of Engineering Services:
- Preliminary engineering evaluation of site and system integration.
- Design of a 1.0 MGD water plant with 1,000 GPM water well, ground storage tank, - hydropneumatic system, booster pumps, chemical treatment, and SCADA controls.
- Coordination of all TCEQ permitting and submittal requirements.
- Preparation of construction drawings and specifications for competitive bidding.
- Construction administration and field observation to ensure design intent, safety, and quality control.
- Estimated Construction Cost is $6.0 mil.
Engineering services fee is $325,000.

Requestor Signature:

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE IV TO CHAPTER 17 (BUILDINGS & BUILDING REGULATIONS), TO BE ENTITLED "OUTDOOR BURNING REGULATIONS"; PROVIDING FOR THE ADOPTION OF STATE REGULATIONS; ESTABLISHING GENERAL PROHIBITIONS, PERMITTED FIRES, PERMITTING PROCEDURES, FEES, AND ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Iowa Colony finds that regulating outdoor burning is necessary to protect public health, safety, and welfare, and to ensure compliance with state and federal laws;

WHEREAS, Title 30 of the Texas Administrative Code, §§111.201–111.221, provides statewide standards for outdoor burning;

WHEREAS, the City Council desires to adopt those standards by reference, and to supplement them with local controls appropriate for Iowa Colony Texas;

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

CHAPTER 17 – BUILDINGS & BUILDING REGULATIONS

ARTICLE IV. – OUTDOOR BURNING REGULATIONS

Section 17-4.401

Adoption of State Regulations

The City adopts by reference the outdoor burning rules in Title 30 TAC, §§111.201–111.221, as they exist and as amended. In the event of a conflict between Title 30 TAC §§111.201–111.221 and this Article, the strictest provision shall govern.

Section 17-4.402

General Prohibitions; Violations

(a) It is unlawful for any person to cause, allow, or permit outdoor burning within city limits, except as allowed in this Article.
(b) Burning household trash, garbage, or municipal solid waste is prohibited within the city.
(c) No person shall ignite or maintain a fire in any street, alley, thoroughfare, or on public property.
(d) It is prohibited to dispose of or burn materials capable of spontaneous ignition, or to burn furniture, construction/demolition materials, heavy oils, asphaltic materials, explosive materials, chemical wastes, or items containing natural or synthetic rubber.

Section 17-4.403

Permitted Fires; Conditions

Only the following fires are permitted under this Article:

1. Fire Training – Outdoor burning for firefighter training may be authorized with written request and approval from the Iowa Colony Fire Marshal. If no denial is received within ten (10) working days, approval is deemed granted.
2. Domestic Outdoor Fires – Fires for cooking or warmth are allowed in fireproof enclosures (e.g., barbecue pits, brick fireplaces, chimineas) to prevent fire escape. No permit is required. (Refer to Section 17-4.409 for exceptions.)
3. Land Clearing – Permission may be granted for the burning of vegetation related to land clearing (as per 30 TAC §111.203(2)) under permit (see Section 17-4.404).

Section 17-4.404

Authorization of Permit

(a) An application for an Outdoor Burning Permit must be submitted in writing to the Fire Marshal by the property owner or person in control and must include:

1. Address of the burn site
2. Applicant's name, address, telephone
3. Valid driver's license or ID number

(b) Permits are valid for one year from date of issuance.

(c) Final approval must be obtained from the Iowa Colony Fire Marshal or Iowa Colony Fire Chief immediately before ignition to confirm safe weather conditions.

(d) The permit is void automatically if the Iowa Colony Fire Marshal or Iowa Colony Fire Chief deems conditions unsafe.

Section 17-4.405

Permit Fee

The fee for an Outdoor Burning Permit shall be paid before issuance and shall be as set in the City's adopted fee schedule (Appendix **XXXX**).

Section 17-4.406

General Requirements for Burning

(a) The permit holder must ensure compliance with this Article, and state and federal rules.

(b) The permit holder shall notify the Iowa Colony Fire Marshal's Office or Iowa Colony Fire Department prior to ignition. The Fire Marshal or designee may inspect the site or materials.

(c) Burning is allowed only when meteorological conditions prevent smoke from affecting roads, structures, or adjacent properties.

(d) Fires must be located at least 300 feet (90 meters) downwind from any structure with sensitive receptors, unless written consent is obtained by the owner/occupant.

"Sensitive Receptors" include humans and livestock, as well as "sensitive live vegetation" such as nursery plants, mushrooms under cultivation, and plants raised for pharmaceutical production or used in a lab experiment. For a complete definition, see 30TAC 111.203(7) Appendix C.

(e) Burning is prohibited when surface wind speeds are expected to be below 6 mph or above 23 mph during the burn period.
(f) Burning shall not occur during actual or predicted low-level temperature inversions.
(g) Burning may begin no earlier than 1 hour after sunrise and must end no later than 1 hour before sunset on the same day.
(h) A responsible person must be present with fire-extinguishing equipment (e.g., water hose or other).
(i) All residual fires or smoldering materials must be fully extinguished at the end of the burn.
(j) Only vegetation generated on the burn site may be burned; no importation from other properties is allowed.

Section 17-4.407-Compliance; Liability

The authority to conduct outdoor burning under this regulation does not exempt or excuse any person responsible from the consequences, damages, or injuries resulting from the burning and does not exempt or excuse anyone from complying with all other applicable laws or ordinances, regulations, and orders of governmental entities having jurisdiction, even though the burning is otherwise conducted in compliance with this regulation.

Section 17-4.408

Enforcement; Penalty

(a) Enforcement is vested in the Fire Marshal, Code Enforcement Officer, Police Officer, or their designees.
(b) It is unlawful to obstruct or interfere with enforcement officials.
(c) Violations may prompt immediate notice and prosecution in Municipal Court.
(d) Unless otherwise provided by law, violations are misdemeanors punishable by a fine between $500 and $2000, with each day of continued violation being a separate offense.
(e) Proof or allegation of a culpable mental state is not required for conviction.

Section 17-4.409

General Exceptions

The City incorporates by reference the exceptions in 30 TAC §§111.207–111.221, including but not limited to:
1. Fires for recreation, ceremony, cooking, or warmth (per §111.207), subject to §111.219(7).
2. Disposal fires (per §111.209, as modified):
a. Domestic waste burning at residences lacking waste collection service;
b. Burning diseased animal carcasses when necessary;
c. Veterinary disposal per Texas Occupations Code §801.361;
d. On-site burning of vegetation generated solely from the property, subject to local ordinance and applicable subsections of §111.219. City notification or approval is required Such burning is subject to local ordinances that prohibit burning inside the corporate limits of a city or town and that are consistent with the Texas Clean Air Act, [Health and Safety

Code] chapter 382, subchapter E, Authority of Local Governments, and the requirements of 30 TAC 111.219(3), (4), (6), and (7);

Section 17-4.410

Savings, Repealer, and Severability

(a) All ordinances or parts in conflict with this Article are repealed to the extent of the conflict.

(b) If any provision or application of this Article is held invalid, the remainder remains effective.

(c) This Article is cumulative of other City ordinances unless explicitly amended.

Section 17-4.411

Effective Date

This ordinance shall become effective immediately upon passage, approval, and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Iowa Colony, Texas, on this ___ day of _____, 20__.

CITY OF IOWA COLONY, TEXAS
By: _____
Mayor

ATTEST:

_____
City Secretary

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: October 11, 2025

Department Making Request: 36 - Fire Marshal

Person Making Request: Albert Cantu

Item Type: Ordinance

Budgeted? NO Cost:

If budgeted, identify account:

Short Description:

Outdoor Burning

Explanation/Justification Details:

To adopt new ordinance to allow outdoor burning inside the incorporated city limits of Iowa Colony.

Requestor Signature:

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This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

CITY OF IOWA COLONY
Department of Community Development Division
3144 Meridiana Pkwy
Iowa Colony, TX 77583
Office: 346-395-4528

ANX ANNEXATION REQUEST (VOLUNTARY)
APPLICATION CHECKLIST

INSTRUCTIONS

» This application checklist is to assist in preparing a request to annex into the City's corporate limits.

» All required items shall be included in the submittal. Incomplete applications will not be accepted for review.

APPLICATION COMPLETENESS CERTIFICATION

All items listed below are required unless not applicable.

		PROVIDED (Applicant must check)
SUPPORTING DOCUMENTS	Completed and Signed Application Checklist. *Please note that each subsequent submittal will require a written response for all changes.*	☑
	Completed property owner consent form with each owner's original signature. *Please note each property owner's signature is required when multiple owners of record exist for the same property.*	☑
	Copy of deed(s) showing current ownership.	☑
	A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on an 8.5" x 11" sheet of paper.	☑
	Is the requested annexation area in the City's ETJ?	YES ◉ NO ○
	Is the requested annexed area appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management?	YES ○ NO ◉

I, the undersigned, acknowledge that all required documents are provided in this submittal as indicated above:

Applicant Signature: M Turzillo Date: 09/08/2025

Applicant Name: Michael Turzillo

CITY OF IOWA COLONY
Department of Community Development Division
3144 Meridiana Pkwy
Iowa Colony, TX 77583
Office: 346-395-4528

PROPERTY OWNER CONSENT FORM

Please submit a Property Owner Consent Form for each owner if there are multiple owners of record for the same property.

I, Tracie D. Yoder, swear and affirm that I am the
(Property Owner's printed name; include signatory name and title if signing for a company)

owner of property located at 2504 County Road 758, as shown in the records
(property address or legal description)

of Brazoria County, Texas, as applicable, which is subject to this Application, and request for this

property to be incorporated into the corporate limits of the City of Iowa Colony.

I authorize Michael Turzillo to submit this application and serve as my
(Applicant's Name)

representative for this Application.

Property Owner Signature: _____ Date: 9-5-2024

Property Owner Name and Title (if signing for a company): TRACIE D. YODER

Deed of Trust

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

(SECURITY AGREEMENT, FINANCING STATEMENT)

Loan # 30000115

After recording, please return to:
The First State Bank, Louise
P.O. BOX 826, 208 E. Second Street
Sweeny, TX 77480
Martha Lopez

THE STATE OF TEXAS }

COUNTY OF Brazoria }

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, **Tracie D. Yoder f/k/a Tracie D. McCaulley and husband, James N. Yoder**, whose mailing address is as set forth opposite the signature of each, being the debtor(s) and hereinafter called "Grantors", (whether one or more), in consideration of TEN AND NO/100 DOLLARS ($10.00), in hand paid, and the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto **Kinnan Stockton** Trustee(s), whose mailing address is **P.O. Box 5, 206 North Street, Louise, TX 77455**, hereinafter called the "Trustee" (whether one or more), and to his successors in trust, the following described land and other property situated in the County of **Brazoria**, State of **Texas**, to-wit:

Being a 5.00 acre tract of land known as the West 1/2 of Lot 469 of a subdivision of Sections 50, 51 and 56 in the H.T. & B. R.R. Company Survey, Abstract 449 and 2, 3 & 4 of L & N, Brazoria County Texas, being the same acre tract of land conveyed to Roberta H. Lamm Delemos recorded in County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas and being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

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atch 160560934

FILED BY
ALAMO TITLE COMPANY

which has an address of:

2504 CR 758
Rosharon, TX 77583
("Property Address"):

together with all heating, plumbing, refrigeration, lighting fixtures, equipment, appliances and/or other personal property used in connection therewith whether or not now or hereafter attached thereto so as to become fixtures, and all accessions and additions thereto, and all buildings and improvements thereon and hereafter placed thereon; appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in any wise appertaining, hereinafter called the "Mortgaged Premises". To the extent permitted by law, this Deed of Trust shall be construed to be a security agreement and financing statement.

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever, Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. THIS CONVEYANCE, however, is made in trust to secure and enforce the payment of the following described indebtedness, obligations and liabilities:

(a) A promissory note (the "Note") of even date herewith in the principal sum of **One Hundred Twenty Nine Thousand Nine Hundred and 00/100** Dollars **($129,900.00)** executed by Grantors and payable to the order of **The First State Bank, Louise** whose mailing address is **P.O. Box 5, 206 North Street, Louise, TX 77455** (hereinafter called "Beneficiary" or "Bank"), bearing interest as therein provided;

(b) All promissory notes evidencing additional loans which Beneficiary may hereinafter make to Grantors (although it is understood that beneficiary is under no obligation to do so);

(c) All other indebtedness and liabilities of all kinds of Grantors to Beneficiary now existing or hereafter arising (including overdrafts in bank accounts), whether fixed or contingent, joint and/or several, direct or indirect, primary or secondary and regardless of how created or evidenced, or whether they may, prior to acquisition by Beneficiary, be or have been payable to, or be or have been in favor of some other person, or have been acquired by Beneficiary in a transaction with one other than Grantors;

(d) All sums advanced or costs or expenses incurred by Beneficiary which are made or incurred pursuant to or allowed by, the terms of this instrument, plus interest thereon at the maximum rate allowed by applicable law from the date paid until reimbursed; and

(e) All renewals and extensions of the above, whether or not Grantors execute any renewal or extension agreement.

All of the described indebtedness being hereinafter sometimes referred to collectively as the "debt" or "indebtedness".

2. As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Beneficiary:

(a) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. The Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Beneficiary may apply all such sums or any

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part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Beneficiary elects;

(b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Grantors direct payment of the same to the Beneficiary, at the option of the Beneficiary and upon written demand of the Beneficiary therefor, to be applied to the debt until paid, whether due or not, and either before or after any default under the terms of this Deed of Trust or Note; and

(c) All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Premises (whether now existing or hereafter arising) or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note and any other indebtedness secured hereby. It is intended that this assignment is absolute, unconditional and presently effective and that it shall never be necessary for Beneficiary to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 2 (c). Prior to the occurrence of any default hereunder, Grantor shall collect and receive all Rents and Profits as Trustee for the benefit of Beneficiary and Grantor, and Grantor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other indebtedness secured hereby, and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of the Grantor. Grantor will not (i) execute an assignment of any of its right, title or interest in the Rents or Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Premises or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof, a new lease is entered into with a new lessee having a credit standing, in the judgment of Beneficiary, at least equivalent to that of lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Premises or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Premises or the security of this Deed of Trust. Grantor will not execute any lease of all or any substantial portion of the Mortgaged Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Premises now or hereafter existing, on the part of lessor thereunder to be kept and performed. Grantor shall furnish to Beneficiary, within ten (10) days after a request by Beneficiary to do so, a written statement containing the names of all lessees of the Mortgaged Premises, the terms of their respective leases, the spaces occupied, and the rentals payable thereunder. Beneficiary shall have no liability or obligation with respect to any lease of the Mortgaged Premises or any part thereof.

(d) All of Grantors interest in, to, and under any and all leases, tenant contracts, construction contracts and other contracts, licenses and permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Grantor or in Grantor becoming entitled to the payment of,

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money for the use of the Property or any part thereof, whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or any portion of the Property. Grantor agrees to execute and deliver to Beneficiary such additional instruments, in form and substance satisfactory to Beneficiary, as may hereafter be requested by Beneficiary further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Beneficiary to any Lease, or to impose upon Beneficiary any obligation with respect thereto; and provided, further, that permission is hereby given to Grantor unless and until Grantor is in default as provided herein, to collect the income, rents, issues and profits relating to the Property as they become due and payable but not in advance, except as provided herein below.

3. The proceeds of the Note to the extent that the same are utilized to take up any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and are secured by valid liens against the Mortgaged Premises. The Beneficiary shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Beneficiary by assignment or are released by the holder thereof upon payment.

4. Grantors further covenant and agree:

(a) That Grantors will pay the principal of and interest on the Note in accordance with the terms thereof. That Grantors are seized of the Mortgaged Premises and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgage Premises; Grantors shall punctually and properly perform all of Grantors' covenants, obligations, and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the indebtedness or other obligations secured hereby, or any part thereof;

(b) That all awnings, door and window screens, storm window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises;

(c) That Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgage Premises, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to the Beneficiary (unless such payments are made by the Beneficiary, as hereinafter provided), and will defend the title and possession of the Mortgaged Premises to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid. That Grantors will pay all attorney's fees and expenses which may be incurred by

the Beneficiary in enforcing the terms of the Note and this Deed of Trust or in any suit which the Beneficiary may become a party where this Deed of Trust or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust, whether in this paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any;

(d) That Grantors will keep all insurable Mortgaged Premises insured for the protection of the Beneficiary against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in such manner, in such amounts, and in such companies as the Beneficiary may approve at Beneficiaries sole discretion, and keep the policies therefor, properly endorsed, on deposit with the Beneficiary with standard mortgagees' clauses. If renewal policies are not delivered to the Beneficiary 30 days before the expiration of the existing policy or policies, with evidence of premiums paid, the Beneficiary may, but is not obligated to, obtain the required insurance on behalf of Grantors (or insurance in favor of the Beneficiary alone) and pay the premiums thereon. Grantors assign to Beneficiary all right and interest in all such policies of insurance and authorize the Beneficiary to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises, and loss proceeds (less expense of collection) shall, at the Beneficiary's option, be applied on the debt, whether due or not, or to the restoration of the Mortgaged Premises, or be released to Grantors, but such application or release shall not cure or waive any default. Grantors shall, at their expense, in addition to all other insurance obligations herein required, maintain or cause to be maintained workers' compensation insurance covering all persons employed by Grantors and Grantors shall provide Beneficiary with proof of insurance, notice of cancellation, and other information relating to such insurance coverage, in the same manner as required with respect to other insurance obligations of Grantor described in this Deed of Trust;

(e) That, when requested by the Beneficiary, Grantors will pay with and in addition to the payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premiums and assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premiums and assessments when due, then Grantors will deposit immediately with the Beneficiary an amount sufficient to pay such ground rents, taxes, hazard insurance premiums, and assessments. If there is a default under any of the provisions of this Deed of Trust resulting in a sale of the Mortgaged Premises or foreclosure, or if the Beneficiary acquires the Mortgaged Premises otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph. If the amount so paid is in excess of the amount needed to pay such ground rents, taxes, hazard insurance premiums and assessments in any calendar year, such excess shall be applied to the next maturing installments of principal and interest. All deposits made pursuant to this paragraph shall be held by the Beneficiary as additional security for the payment of the debt described herein and shall not be assigned, attached or otherwise alienated except when transferred by Grantors to a new owner of the Mortgaged Premises concurrently with a bona fide sale of the Mortgaged Premises;

(f) That Grantors will not commit or permit any waste on the Mortgaged Premises and will keep the buildings, fences and all other improvements now or hereafter erected on the Mortgaged

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Premises in sound condition and in good repair and will neither do nor permit to be done anything to the Mortgaged Premises that may impair the value thereof and the Beneficiary shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same;

(g) That Grantors will pay for the cost of any appraisal of the Mortgaged Premises which Beneficiary may require from time to time, such appraisal to be prepared by an appraiser and be in form acceptable to Beneficiary.

(h) To comply with all valid governmental laws, ordinances and regulations applicable to the Mortgaged Premises and its ownership, use and operation, and to comply with all, and not violate any easements, restrictions agreements, covenants and conditions with respect to or affecting the Mortgage Premises or any part thereof;

(i) To pay promptly all bills for labor and materials incurred in connection with the Mortgaged Premises and never to permit to be fixed against the Mortgaged Premises or any part thereof, any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable, and never to permit to be created or exist in respect of the Mortgaged Premises, or any part thereof, any other or additional lien or security interest on a parity with or superior to the liens and security interests hereof;

(j) At any time, and from time to time, upon request by Beneficiary forthwith to execute and deliver to Beneficiary any and all additional instruments and further assurances, and do all other acts and things as may be necessary or proper in Beneficiary's opinion to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and protect the rights, remedies, powers and privileges of Beneficiary hereunder;

(k) From time to time, upon request of Beneficiary, to furnish promptly to Beneficiary such financial statements and reports relating to Grantors and Grantors' business affairs as Beneficiary may reasonably request;

(l) If Grantors are a corporation, to maintain continuously Grantors' corporate existence, good standing and its right to do business in Texas and in each other state where any part of Mortgaged Premises is situated;

(m) Upon request of Beneficiary, to deliver to Beneficiary, within sixty (60) days after the end of each calendar year, then current annual statements itemizing the income and expenses of the Mortgaged Premises, all in such detail as shall be satisfactory to Beneficiary;

(n) At any time that any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens or security interests created hereby, or upon the debt, or any part thereof, immediately to pay all such taxes; provided, that, in the alternative, Grantors may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the debt in full within sixty (60) days after demand therefor by Beneficiary;

(o) To furnish promptly at any time and from time to time, upon request, a written statement or affidavit in such form as shall be satisfactory to Beneficiary, stating the unpaid balance of the debt and that there are no offsets or defenses against full payment of the debt and the terms hereof, or, if there are any such offsets and defenses, specifying them;

(p) To perform punctually and properly all of Grantors' covenants, duties and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, loan agreement, contract or assignment of any kind now or hereafter existing as security for or in connection with payment of the debt, or any part thereof (each such being herein called "other security instrument");

(q) To allow Beneficiary to inspect the Mortgaged Premises and all records relating thereto or to the debt, and to make and take away copies of such records; and

(r) Without the prior written consent of Beneficiary (which may be withheld with or without cause), not to cause or permit all or any portion of the Mortgaged Premises which is fixtures or personal property to be removed from the county or state where the real property is located.

5. If any of the indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Premises under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Premises under the order of a court or the sale of the Mortgaged Premises under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Grantors agree, to the full extent that they or it lawfully may, that in case one or more of the defaults hereunder shall have occurred and shall not have been remedied, then, and in every such case, the Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Premises in the possession of Grantors, their or its successors or assigns, or its or their agents or servants and may exclude the Grantors, its or their successors or assigns and all persons claiming under the Grantors, and its or their agents or servants, wholly or partly therefrom; and holding the same, the Beneficiary may use, administer, manage, operate and control the Mortgaged Premises and conduct the business thereof to the same extent as the Grantors, its or their successors or assigns, might at the time do and may exercise all rights and powers of the Grantors, in the name, place and stead of the Grantors, or otherwise as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantors for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

6. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person other than Grantors, the Beneficiary may, without notice to Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to said debt in the same manner as with Grantors without in any way vitiating or discharging Grantors' liability hereunder or upon the debt. No sale of the Mortgage Premises and no forbearance on the part of the Beneficiary and no extension of the time for the payment of the debt hereby secured, given by the Beneficiary, shall operate to release, modify, change, or affect the original liability of Grantors, either in whole or in part.

7. The Beneficiary, without notice, may release any part of the Mortgaged Premises, or any person liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released or the liability of any person not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of any part or all of the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Deed of Trust. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness secured hereby, or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Premises not expressly released until the indebtedness secured hereby is completely paid.

8. Grantors waive the benefit of all laws now existing or that hereafter may be enacted provided for (i) any appraisement before sale of any portion of the Mortgaged Premises, commonly known as Appraisement

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Laws, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of said debt or creating or extending a period of redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws, and Grantors hereby agree and contract that the laws of the State of Texas, save as above excepted, now in force relative to the collection of said debt and the application to the payment thereof, are expressly adopted and made a part hereof. To the extent that Grantors may lawfully do so, Grantors agree that Grantors shall not assert and hereby expressly waive, any right under any statute or rule of law pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter whatever to defeat, reduce or affect the right of Beneficiary, under the terms of this Deed of Trust, to sell the Mortgaged Premises for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Beneficiary, under the terms of this Deed of Trust, to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Premises in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Grantors expressly waive and relinquish any right or remedy which it or they may have or be able to assert by reason of the provisions of Chapter 43 of the Civil Practices and Remedies Code of the State of Texas, pertaining to the rights and remedies of sureties.

9. The Beneficiary may, at the Beneficiary's option, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any delinquent tax or assessment, and, upon such payment the Beneficiary shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Beneficiary may advance any unpaid insurance premiums, and whenever Grantors have failed properly to maintain the improvements, the Beneficiary may make repairs necessary for the proper preservation of the security. Grantors agree to pay to the Beneficiary, upon demand, any and all disbursements made under the provisions of the Deed of Trust together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note, and shall be secured by this Deed of Trust.

10. Acceptance by the Beneficiary of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Beneficiary shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

11. Grantors shall be in default hereunder if Grantors shall default in the prompt payment when due of the indebtedness secured hereby, or any part thereof; or shall fail to keep and perform any of the covenants or agreements contained herein or in any other document securing the Note or any other security instrument; or if Beneficiary discovers that any statement, representation, or warranty in the Note, this Deed of Trust or in any writing delivered to Beneficiary in connection with the indebtedness secured hereby is false, misleading or erroneous in any material respect; or if Grantors, or any person liable for the indebtedness secured hereby, or any part thereof, including any guarantor of or any surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy; makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent; admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of Grantors or of any such guarantor or surety or of all or a substantial part of its assets; takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing; files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Grantors or any such guarantor or surety, in any bankruptcy, reorganization, or other insolvency proceedings; institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of Grantors or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the

right or powers of Beneficiary granted in the Note, this Deed of Trust or in any other instrument evidencing or securing the indebtedness secured hereby; or if an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of Grantors or of any guarantor or surety or of all or any substantial part of the assets of Grantors or any such guarantor or surety or if Grantors or any guarantor or surety shall fail to pay any money judgment against it at least ten (10) days prior to the date on which the assets of Grantors or any such guarantor or surety may be sold to satisfy such judgment; or if Grantors or any such guarantor or surety shall fail to have discharged within a period of ten (10) days after the commencement thereof any attachments, sequestration, or similar proceedings against any assets of Grantors or of any guarantor or surety; or if the Mortgaged Premises are placed under control or in the custody of any court, or if Grantors abandon any of the Mortgaged Premises. Upon the occurrence of any such default, Beneficiary, at its option, without notice, may pursue any rights and remedies it may have hereunder or at law, or in equity and Beneficiary may, without limitation and without notice of any kind (including notice of intention to accelerate maturity), declare the entire indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable.

12. If Grantors shall perform faithfully each of the covenants and agreements herein contained, then, and only then, this conveyance shall become null and void and shall be released in due form, at Grantors' expense; otherwise, it shall remain in full force and effect. No release of this conveyance, or of the lien, security interest of assignment created and evidenced hereby, shall be valid unless executed by Beneficiary.

13. If Grantors shall default hereunder, Grantors hereby authorize and empower the Trustee, at the request of Beneficiary, at any time during the continuance of any default, to sell all or any portion of the Mortgaged Premises, at public auction, to the highest bidder, for cash, at the door of the County Courthouse of the county in Texas in which such Mortgaged Premises or any part thereof, is situated, as herein described, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of any month after giving notice of the time, place and terms of said sale, and the property to be sold, as follows:

Notice of such proposed sale shall be given by posting written notice thereof at least twenty-one days preceding the date of the sale at the Courthouse door of the county in which the sale is to be made, and if the property to be sold is situated in more than one county, one notice shall be posted at the Courthouse door of each county in which the property to be sold is situated. In addition, Beneficiary shall, at least twenty-one days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay the debt secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service.

Any notice that is required or permitted to be given to Grantors may be addressed to Grantors at Grantors' address as stated herein. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantors as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this paragraph, notice of such sale given in accordance with the requirements of the applicable law of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. Grantors hereby authorize and empower the Trustee to sell all or any portion of the Mortgaged Premises, together or in lots of parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such property, good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of the Grantors. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personality described herein to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (i) first, he shall pay the reasonable expense of executing this trust including a reasonable Trustee's fee,

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for commission and attorney's fees and costs of title evidence; (ii) second, he shall pay, so far as may be possible, the indebtedness secured hereby, discharging first that portion of the indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note; (iii) third, he shall pay the residue, if any, to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be bound to look after the application thereof. The sale or sales by the Trustee of less than the whole of the Mortgaged Premises shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Premises shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Premises shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Premises just as though no sale or sales had been made; provided, however, that Grantors shall never have any right to require the sale or sales of less than the whole of the Mortgaged Premises but Beneficiary shall have the right, at its sole election, to request the Trustee to sell less than the whole of the Mortgaged Premises. If default is made hereunder, the holder of the indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or be directing the Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire indebtedness secured hereby due and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note and other indebtedness secured by this Deed of Trust; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the indebtedness secured by this Deed of Trust, but as to such unmatured part, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the indebtedness secured hereby.

14. In case of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made as to the nonpayment of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made, in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgage Premises free from, and despite the terms of, such grant of easement and rental or lease contract.

15. At the option of the Beneficiary, with or without any reason, a successor substitute trustee may be appointed by the Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor substitute trustee shall exist as often and whenever the Beneficiary desires. If Beneficiary is a corporation and such appointment is executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation.

16. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Deed of Trust shall be considered as a waiver of the right to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the debt or for the whole debt, shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon.

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17. In the event of a trustee's sale hereunder and if at the time of such sale the Grantors occupy the portion of the Mortgaged Premises so sold, or any part thereof, Grantors shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Premises so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Premises; and this agreement and any trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all, arose and continued.

18. Grantors will not, without the prior written consent of Beneficiary, execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Premises (hereinafter called "Subordinate Mortgage"). In the event of consent by Beneficiary to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Grantors will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Beneficiary not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Deed of Trust and each term and provision hereof;

(b) That if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Mortgaged Premises will be named as a party defendant, nor will any action be taken with respect to the Mortgaged Premises which would terminate any occupancy or tenancy of the Mortgaged Premises without the prior written consent of Beneficiary;

(c) That the Rents and Profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operating and maintenance of the Mortgaged Premises; and

(d) That if any action or proceedings shall be brought to foreclose the Subordinate Mortgage, written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding.

19. Nothing herein contained shall be so construed or operate as to require Grantors to pay interest on the Note or Notes, or any other liability or debt now existing or hereafter to exist hereunder at a rate greater than that allowed by Law, and if any provisions herein contained do, or would, presently and prospectively, operate to make this Deed of Trust or any part thereof void, voidable or ineffective, then such provisions only shall be held for naught and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative. Any of said contracts for interest shall be held subject to reduction to the highest amount allowed under applicable law as now or hereafter construed by courts having jurisdiction.

20. If, while this trust is in force, the title of the Trustee to, or the interest of Beneficiary in, the Mortgaged Premises hereby conveyed or any part thereof, shall be endangered or shall be attached directly, or indirectly, Grantors hereby authorize Beneficiary, at Grantors' expense, to take all necessary and proper steps for

the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest. At any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or upon the Note, or any part thereof, or any other indebtedness secured hereby, Grantors shall immediately pay all such taxes; provided that, in the alternative Grantors may, in the event of the enactment of such a law, and must, if it is unlawful for Grantors to pay such taxes, prepay the Note, and any other indebtedness secured hereby, in full with sixty (60) days after demand therefor by Beneficiary. Grantors shall at any time and from time to time, furnish promptly, upon request, a written statement or affidavit in such form as may be required by Beneficiary, stating the unpaid balance of the Note, and any other indebtedness secured hereby, and that there are no offsets or defenses against full payment of the Note, and any other indebtedness secured hereby, and performance of the terms hereof, or if there are any such offsets and defenses, specifying them.

21. Unless Grantors have provided a survey of the Mortgaged Premises which shows to the contrary, Grantors represent and warrant that none of the Mortgaged Premises, or any part thereof, is situated within a flood plain, flood prone areas, special flood hazardous areas or the like, as so designated by the applicable Flood Hazard Boundary Map or any such similar map or plat issued or controlled by The Flood Insurance Administration and/or any other federal agency appointed to regulate such matters under the Federal Flood Disaster Protection Act, as amended, and Grantors hereby indemnify and hold Beneficiary harmless from any claims and/or costs arising against or waived by Beneficiary if the Mortgaged Premises are, in fact, determined to be in such an area. In the event that the foregoing blank is checked, Grantors will keep the Mortgaged Premises insured for the protection of Beneficiary against loss by flood, and the provisions of this Deed of Trust concerning amounts of coverage, payment of premiums, endorsements, payment and application of insurance proceeds, and other matters regarding hazard insurance shall apply with equal force to Grantors' obligation herein to obtain flood insurance.

22. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

23. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "Grantors" and "Beneficiary" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

24. Beneficiary shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

25. Grantors will pay all reasonable attorney's fees and expenses which may be incurred by the Beneficiary or Trustee, in enforcing the terms of the Note and this Deed of Trust, or in any suit to which the Beneficiary or Trustee may become a party where the Deed of Trust or the Mortgaged Premises are in any manner involved and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt and will also pay any attorney's fees and expenses reasonably incurred in connection with the assignment to Beneficiary of any leases subsequently entered into by Grantors which by the terms hereof are required to be assigned to Beneficiary as additional collateral to secure payment of the indebtedness herein secured as well as any and all such fees and expenses reasonably incurred prior to full and final payment of such indebtedness relating to future advances, transfer of title to the premises and similar matters not otherwise provided for herein.

26. With respect to any personal property herein described this Deed of Trust shall constitute a

Security Agreement between Grantors and Beneficiary, and, cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Uniform Commercial Code, as amended, as to this property. This Deed of Trust, as a Financing Statement, covers the following types property: Minerals, crops and goods that are, or are to become, fixtures as more fully described herein, and related to the real estate described herein, and it is intended that as to those goods and the proceeds thereof, this Deed of Trust shall be effective as a Financing Statement filed as a mineral, crop and fixture filing from the date of its filing for record in the Real Estate Records of the County in which the land is located. Information concerning the security interest created by this instrument may be obtained from the holder of this indebtedness and secured party at the Post Office address as shown in Paragraph numbered I of this Deed of Trust. Until the lien of this Deed of Trust is released or satisfied of record, Grantors agree, if requested by Beneficiary so to do, to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of Beneficiary. Grantors agree to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement by Beneficiary regarding the obligations secured by this Deed of Trust, requested by Grantors or on behalf of Grantors. On demand, Grantors will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code, as amended, with respect to such personal property, and it is expressly agreed that if upon default Beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Uniform Commercial Code, as amended, ten (10) days notice by Beneficiary to Grantors shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code, as amended, requiring such notice; provided, however, that Beneficiary may at its option dispose of the collateral in accordance with Beneficiary's rights and remedies in respect of the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Uniform Commercial Code, as amended. **TO THE EXTENT THIS SECURITY INSTRUMENT SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND, INCLUDING THE ACQUISITION COST OF THE LAND, THIS SECURITY INSTRUMENT CONSTITUTES A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF SECTION 9.334 OF THE TEXAS BUSINESS & COMMERCE CODE.**

27. It shall be a default hereunder if Grantors should sell (be executory Contract for Deed or otherwise), assign or convey any part or all of the Mortgaged Premises (regardless of whether the buyer or assignee "assumes" the indebtedness hereby secured or takes "subject to" such indebtedness) without first obtaining the written Consent of Beneficiary; provided, however, this paragraph shall not apply to sales of standard inventory items of personal property in the ordinary course of Grantors' business.

28. Expenses; Indemnification. To the extent not prohibited by applicable law, Grantors will pay all costs and expenses and reimburse Bank for any and all expenditures of every character, including, but not limited to, the fees and expenses of counsel for Bank, incurred or expended from time to time, regardless of whether a default or event of default shall have occurred in connection with: (a) Bank's evaluating, monitoring, administering and protecting the Mortgaged Premises; and (b) Bank's creating, perfecting or realizing upon Bank's security interest in and liens on the Mortgaged Premises, and all costs and expenses relating to Bank's exercising any of its rights and remedies under this or any of the other security instruments or at law, including, without limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, title review and abstract fees, Uniform Commercial Code search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, fees and expenses incurred in connection with it; provided, that no right or option granted by Grantors to Bank or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on the Bank to supervise,

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monitor or control any aspect of the character or condition of the Mortgaged Premises or any operations conducted in connection with it for the benefit of Grantors or any other person or entity other than the Bank. The Grantors agree to indemnify, defend and hold the Bank, its directors, officers and employees (collectively, "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amount paid in settlement), regardless of whether the same was caused in whole or in part by the negligence of any of the Indemnified Parties, to which the Indemnified Parties may become subject arising out of or in connection with this Agreement, the Note, any other security instruments hereto or any transaction contemplated herein to therein (other than those which arise by reason of the gross negligence of the Bank). Any amount to be paid hereunder by the Grantors to the Bank shall be a demand obligation owing by the Grantors to the Bank and shall bear interest from the date of expenditure at the highest lawful rate.

29. Environmental Matters. Without the Bank's prior written consent, Grantors shall not use, store, treat, generate, release, discharge, dispose or transport any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. For the purposes of this section, "Hazardous Materials" shall refer to any underground storage tank, petroleum, polychlorinated biphenyls or other substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state or federal law, regulation or order, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, each as amended from time to time (herein collectively called "Environmental Laws"). Grantors shall indemnify, defend and hold Bank harmless from and against; (a) any loss, costs, expense, claim or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, remedial or restoration work ("Remedial Work") required by Bank, or any non-governmental entity or person, or any governmental agency or political subdivision which requires Remedial Work upon a reasonable belief that the Remedial Work is required by the Environmental Laws; and (b) any claims of third parties for loss, injury, expense or damage arising out of the use, presence, treatment, generation, release, discharge, disposal or transportation of any Hazardous Materials on, under, in, above, to or from the Mortgaged Premises. In the event any Remedial Work is so required under applicable Environmental Laws, Grantors shall perform or cause to be performed the Remedial Work in compliance with all Environmental Laws. All Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each contractor and the consulting engineer being selected by Grantors and approved in advance in writing by Bank. Grantors shall promptly provide the Bank with copies of the remedial plan and allow the Bank to attend meetings among Grantors, the consulting engineer, the contractors and any regulatory authority. In the even Grantors shall fail to commence the Remedial Work in a timely fashion or fail to prosecute diligently the Remedial Work to completion, Bank may, but shall not be required to, cause the Remedial Work to be performed, subject fully to the indemnification provisions of this section. It shall not be necessary for the Bank to incur any expense to enforce this indemnification, and the indemnification contained herein shall survive repayment of the Note and release of the lien of this Deed of Trust and shall be fully applicable notwithstanding any negligence on the part of any Indemnified Party. The liabilities and covenants of Grantors hereunder may not be assigned and any such assignment shall be null and void without the Bank's prior written consent.

30. Security Interest. Grantor also grants to the trustee a security interest in all oil, gas, and other minerals that might be produced from the land covered by this deed of trust. This deed of trust (i) is to be filed in the real property records of the county in which the land is located, (ii) covers all "as-extracted collateral," as defined in Texas Business and Commerce Code §9.102, attributable to the land, (iii) serves as a security agreement covering the as-extracted collateral, (iv) serves as an assignment of all payments made for damages or anticipated damages to the land, and (v) serves as a financing statement covering as-extracted collateral and fixtures as provided in Texas Business and Commerce Code §9.502. The provisions of this paragraph are cumulative of all other provisions of this deed of trust.

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31. Parties of the first part shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the Property or authorize, in any manner, the transfer of the lien for such taxes to any third-party.

ADDITIONAL PROVISIONS:

☐ The note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Grantors, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefore.

☒ The note secured hereby is in renewal and extension, but not in extinguishment of that certain indebtedness described on Renewal and Extension Exhibit attached hereto.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.** The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED this **Third** day of **March, 2016**

GRANTOR(S) AND MAILING ADDRESS(ES):

Signature T. D. Yoder 3-3-16 Date

Tracie D. Yoder
Mailing address:
2504 CR 758
Rosharon, TX 77583

Signature 3.3.16 Date

James N. Yoder
Mailing address:
2504 CR 758
Rosharon, TX 77583

[Sign Originals Only]

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STATE OF TEXAS
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 3 day of March, 2016 by Tracie D. Yoder and James N. Yoder.

Notary Public
Printed Name:
My commission expires:

KATHERINE A JOHNSON
Notary Public State of Texas
Comm Expires 05 04-2019
Notary ID 10151667

MLO Organization: The First State Bank
ID: 512403
MLO Individual: Tammy Jo Smith, NMLS # 612387
ID: 612387

RENEWAL AND EXTENSION EXHIBIT

LO Company NMLS ID 512403
LO NMLS ID 612387

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:
Dated: March 21, 2013
Grantor. Roberta H. Lamm-Delemos
Grantee: Tracie D. McCaulley
Note Amount: $78,750.00
Payable to: The First State Bank
Recording Date: March 26, 2013
Recording No.: 2013013892

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulntions contained therein including but not limited to any future indebtedness also secured by this lien:
To: Kinnan J. Stockton, Trustee
Recording Date: March 26, 2013
Recording No.: 2013013893

Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:
Dated: March 21, 2013
Grantor: Roberta H. Lamm-Delemos
Grantee: Tracie D, McCaulley
Note Amount: $78,760.00
Payable to: The First State Bank
Recording Date: March 26, 2013
Recording No.: 2013013921

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:
To: Kinnan J. Stockton, Trustee
Recording Date: March 26, 2013
Recording No.: 2013013922

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is

released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

EXHIBIT "A"

Being a 5.00 acre tract of land known as the West 1/2 of Lot 469 of a subdivision of Sections 50, 51 and 56 in the H.T. & B. R.R. Company Survey, Abstract 449 and 2, 3 & 4 of L & N, Brazoria County Texas, being the same acre tract of land conveyed to Roberta H. Lamm Delemos recorded in County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas and being more fully described by metes and bounds as follows: (All bearings based on the North line of Lot 469 being East.)

BEGINNING at a point in the center of County Road 758, (platted 40' R.O.W., Vol. 2, Pg. 113,P.R.B.C. and widened to a 60' R.O.W. Vol 819, Pg. 408, D.R.B.C.), for the intersection of Lots 461, 462,468 and 469 and being the Southeast corner of a called 9.472 acre tract conveyed to Jean Meyerson recorded in County Clerk's File No. 1993-042361 of the Official Records of Brazoria County, Texas, an interior corner of a called 285.913 acre tract of land conveyed to GR-M1, Ltd. recorded in County Clerk's File No. 2006-042423 of the Official Records of Brazoria County, Texas and being the Northwest corner and **TRUE PLACE OF BEGINNING** of the herein described tract, said point bears North - 30.0 feet and East - 1485.00 feet from a 1-inch iron pipe found for reference along the common line of Lots 432 and 442;

THENCE East [Reference Bearing] — 247.50 feet along a the center of County Road 758 and the South line of Lot 468 to a point for an interior corner of the residual of the 285.913 acre tract and the Northeast corner of the herein described tract;

THENCE South, at 30.0 feet pass a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" on-line and continuing for a total distance of 880.00 feet to a 1/2" iron rod set marked with plastic cap labeled PINPOINT RPLS 6086" in the South line of Lot 469 for an interior corner of the residual of the 285.913 acre tract and being the Southeast corner of the herein described tract;

THENCE West - 247.50 feet along the South line of Lot 469 to a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" for the common corner of Lots 462 and 469, an interior corner of the residual of the 285.9:3 acre tract and being the Southwest corner of the herein described tract;

THENCE North, along the common line of Lots 462 and 469, at 850.0 feet pass a 1/2" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" on-line and continuing for a total distance of 880.00 feet to the **PLACE OF BEGINNING** and containing 5.00 acres of land, more or less.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

FILED and RECORDED

Instrument Number: 2016010880

Filing and Recording Date: 03/11/2016 08:13:11 AM Pages: 20 Recording Fee: $98.00

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.



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-megan

METES AND BOUNDS DESCRIPTION
5.006 ACRES OF LAND
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF 5.006 ACRES OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED 5.00 ACRES OUT OF LOT 469 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO TRACIE McCAULLEY BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013013921; SAID 5.006 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a "MAG" nail called for and found marking the southeasterly corner of Lot 461 of the Emigration Land Subdivision and a called 0.5501 acre tract (Tract 1) conveyed to Beazer Homes Texas, L.P. by deed recorded under B.C.C.F. NO. 2024051164, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract conveyed to KLLB AIV LLC by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of said Lot 469 of said Emigration Land Co. Subdivision and said 5.00 acre tract, also being the northeasterly corner of Lot 462 of said Emigration Land Co. Subdivision and the said 233.54 acre tract, and being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 60 feet by easement recorded under Vol. 819, Pg. 416-B.C.D.R.), from which a 5/8" iron rod called for and found bears South 02°11' East for a distance of 4.35 feet;

1) **THENCE**, North 87°20'14" East, along the common line of said Lots 468 and 469 being the northerly line of the said 5.00 acre tract common to a southerly line of said 233.54 acre tract and generally with the said County Road 758 for a distance of 247.60 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713.784.7500" found marking the northeasterly corner of said 5.00 acre tract, same being an interior corner of said 233.54 acre tract;

2) **THENCE**, South 02°54'07" East, along the easterly line of said 5.00 acre tract common to a westerly line of said 233.54 acre tract passing at distance of 30.00 feet a 5/8-inch iron rod with cap stamped "BL" in the southerly right-of-way of said County Road 758 and continuing therefrom for a total distance of 880.34 feet to the southeasterly corner of the said 5.00 acre tract from which a 1/2-inch iron rod found bears North 69°36' East for a distance of 0.30 feet, same being an interior corner of said 233.54 acre tract;

3) **THENCE**, South 87°03'07" West, along the southerly line of said lot 469 and the said 5.00 acre tract common to a northerly line said 233.54 acre tract for a distance of 247.48 feet to a fence post marking the southwesterly corner of said 5.00 acre tract from which a 1/2-inch iron rod found bears North 47°34' East for a distance of 0.47 feet, same being an interior corner of said 233.54 acre tract;

4) **THENCE**, North 02°54'34" West, along the westerly line of said lot 469 and the said 5.00 acre tract common to a easterly line of said 233.54 acre tract passing at a distance of 851.57 feet a 5/8-inch iron rod with cap stamped "BL" in the southerly right-of-way of said County Road 758 and continuing therefrom for a total distance of 881.57 feet to the **POINT OF BEGINNING** and containing 5.006 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. **dba EHRA, Inc. TBPELS No. 10092300**

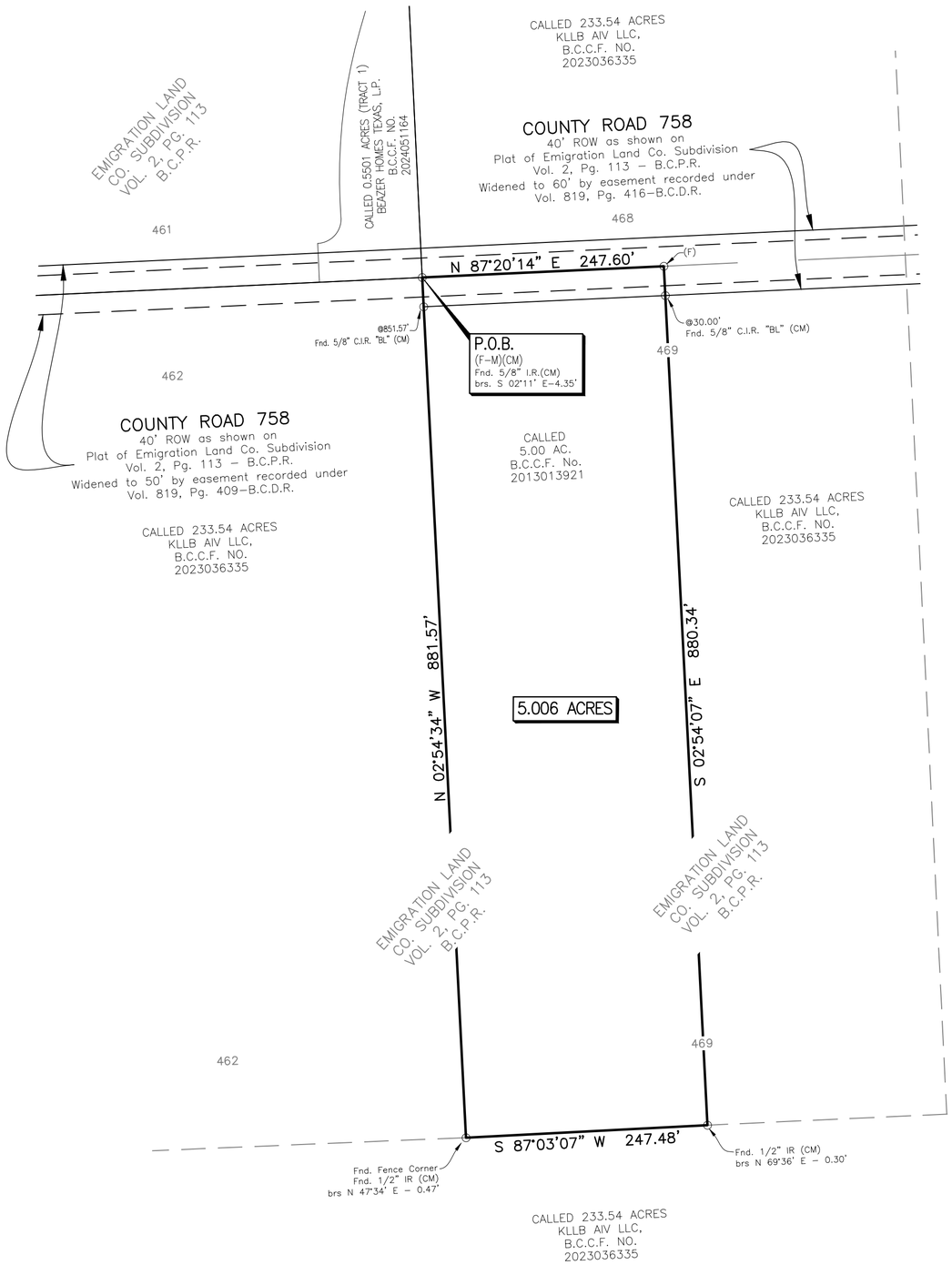


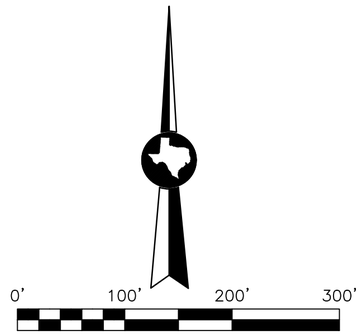
Charles Jurica, R.P.L.S.
Texas Registration No. 6696
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: August 18, 2024
Job No: 221-022-00
File No: R:\2022\221-022-00\Docs\Description\Boundary\22102200V-PBLT04.doc

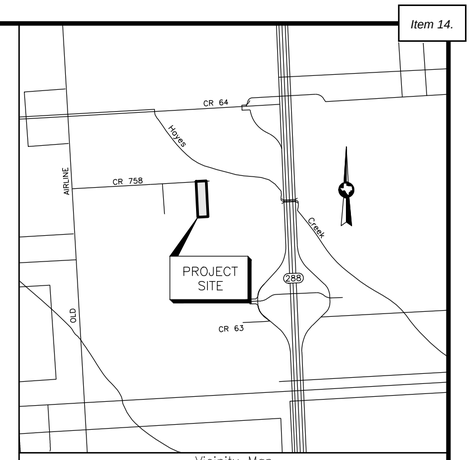
LEGEND

"BL"		Baker Lawson
B.C.C.F. NO.		Brazoria County Clerk's File Number
B.C.D.R.		Brazoria County Deed Records
B.C.P.R.		Brazoria County Plat Records
C.I.R.		Capped Iron Rod
CM		Control Monument
ESMT		Easement
F.C. NO.		Film Code Number
FND		Found
IP	○	Iron Pipe
IR	○	Iron Rod
R.O.W.		Right-Of-Way
VOL, PG		Volume, Page
(F)		Found 5/8" Iron Rod with cap stamped "E.H.R.&A. 713-784-4500"
(F-M)		Found "MAG" nail





SCALE: 1" = 100'



Vicinity Map
Scale: 1" = .05 mi.

NOTES:

1. This is a preliminary map for review purposes only.
2. No improvements are shown hereon.
3. For additional information please see the separately prepared metes and bounds.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

PRELIMINARY EXHIBIT MAP OF 5.006 ACRES OF LAND IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS

DATE: September 2, 2025	SCALE: 1"= 100'	JOB NO.: 221-022-00
DWG. NAME: 22102200V-PBLT-04.dwg	DRAWING NO.: NONE	

R:\2022\221-022-00\DRAWING\BOUNDARY\22102200V-PBLT-04 By:----

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of October 13, 20 25 ("Effective Date') between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and City of Iowa Colony ("Lessee").

1. **Vehicles**. Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in Section 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease", "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. **Lessee's Obligations**. Except as provided in Section 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in Sections 5, 14 and 19 and subject to Section 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. **Rent and Other Payments**. Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. **Essential Use**. Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. **Non-Appropriation**. Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and Section 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. **Deposit**. Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. **Unconditional Net Lease; No Offset; Survival**. This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may

be asserted by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. **Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights**. Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE **AS-IS** AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to Section 24 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER

FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. **No Agency**. LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN SECTION 29 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT SECTION.

10. **Location; Inspection; Use**. Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. **Alterations and Upfitting**. For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or

equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. **Vehicle Maintenance; Factory Recall**. Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. **Loss and Damage**. Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this Section, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in Section 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in Section 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. **Lease Settlement; Termination Value**.

a. Surrender of Vehicle. At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Section 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee

shall so surrender the Vehicle upon expiration of the term hereof, as specified in the Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of $750, Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle), and, in the event the Vehicle is returned prior to expiration of its term, an early termination charge of $750, exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

b. Termination Value. The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

c. Purchase of Vehicle.

i. Early Termination Purchase. As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of $500 plus an early termination charge of $750 plus the Vehicle's then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts

owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

ii. Scheduled Termination Purchase. Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of $500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. **Insurance**. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of $1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than $1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds and/or loss payee(s). All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Lessee's insurance company shall be listed on the certificate of insurance. Such insurance shall be in full force and current as of the date of this Master Lease and/or any Schedule, and Lessee shall maintain such insurance for the entire term of the Lease for the Vehicle or as long as Lessee has possession of the Vehicle, whichever is longer. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. Lessee agrees that Lessor and any assignee of Lessor are authorized by Lessee to contact Lessee's insurance provider, change the insurance limits, and obtain a copy of the policy in its entirety. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under Section 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas and this Master Lease.

16. **Titling; Registration**. Lessor shall retain title to all Vehicles leased pursuant to this Master Lease, and no right, title or interest in any Vehicles leased hereunder shall pass to Lessee except as expressly set forth in the Master Lease. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee. Absent Lessee's purchase of the Vehicle, Lessee understands and agrees that the Vehicle shall never be titled in Lessee's name; rather, title for any Vehicle shall reflect Lessor, Lessor's assignee, if any, or any other person as Lessor may determine in its sole discretion as the title owner of the Vehicle.

17. **Taxes; Fines**. Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the terms of this section 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this Section 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations.

a. Tax Exemption. If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, Lessee agrees to provide a tax-exempt certificate (or other satisfactory evidence of the exemption) to Lessor within five (5) business days of the Effective Date of this Master Lease. Upon receipt of the tax-exempt certificate, Lessor will not attempt to pay taxes on Lessee's behalf, and Lessee will not be obligated to reimburse Lessor for any such taxes paid. Until presentation of a tax-exempt certificate, Lessor will proceed on the assumption that any applicable tax assessment is due. Once Lessee has provided a tax-exempt certificate, Lessor will adjust its procedures prospectively, but not retroactively. Lessor agrees to assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of an assessment. If Lessee provides a tax-exempt certificate or otherwise claims to be tax exempt and it is subsequently determined that Lessee owes taxes and/or is not tax exempt, then Lessee shall be solely responsible and liable for any and all taxes.

b. Tickets, Tolls and Fines. Lessee is solely responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. **Lessor's Payment**. If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of $25.

19. **Indemnification**. Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. **Default**. Any of the following will constitute an "Event of Default" hereunder:

a. Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation Event shall not be considered a default hereunder;

b. Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in subsection a. above, provided such default continues for more than twenty (20) days, except as provided in c. and d. below;

c. any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days;

d. Lessee's failure to comply with its obligations under Section 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of Section 24;

e. a final judgment for the payment of money in excess of $100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof;

f. death or judicial declaration of incompetency of Lessee, if an individual;

g. the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy;

h. the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed;

i. the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business;

j. the occurrence of any event described in subsections e., f., g., h. or i. hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease;

k. any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party;

l. breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or

m. a transfer of effective control of Lessee if an organization.

21. **Remedies**. Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

a. Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

b. In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10^{th}) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

c. To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus the fees set forth in Section 14 if the Vehicle is not returned;

d. Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

e. Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

f. Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus the fees set forth in Section 14, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

g. Lessor may cancel this Lease on notice to Lessee;

h. Subject to Section 22, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

i. Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

22. **Dispute Resolution**. To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties shall comply with the dispute resolution process as provided in Chapter 2260 of the Texas Government Code. The procedures contained in Chapter 2260 are a prerequisite to suit.

23. **Lessor's Expenses**. Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in Section 21, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

24. **Assignment; Liens**. Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim

Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

25. **Late Charge; Dishonored Check**. In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

26. **Markings**. If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

27. **Additional Documents**. If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

28. **Non Waiver**. No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

29. **Entire Agreement; Amendment and Modification.** This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified

orally. The parties hereto may amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

30. **Notices; Designation of Authorized Representative**. Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this Section. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name: Natasha Brooks-Anderson
Title/Position: City Manager
Address: 3144 Meridiana Pkwy , Iwoa Colony TX 77583
Phone Number: 281-369-2471
Email Address: nbrooks@iwoacolonytx.gov

31. **Number; Joint and Several Liability**. Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

32. **Titles**. The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

33. **Time**. Time is of the essence with respect to Lessee's obligation to pay rent and other amounts owed under this Lease, and its obligations set forth in Sections 11, 12, 13, 15 and 17.

34. **Governing Law; Venue**. This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Tarrant County, Texas. Venue for any action related hereto will be in an appropriate court in Tarrant County, Texas, to which Lessee consents.

35. **Lessee's Representations and Warranties**. As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of Lessee; (d) no event or condition that constitutes, or with the

giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Vehicle(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

36. **Waiver of Trial by Jury**. LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES

ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

37. **Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization**. Pursuant to sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

38. **Severability**. If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

39. **Electronic Signatures**. The parties hereto agree that this Master Lease (and any Schedules or any other related or ancillary documents) may be signed by electronic means. Any electronic signature and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law including the Electronic Signatures in Global and National Commerce Act and/or any State law based on the Uniform Electronic Transactions Act. Each party agrees that any electronic signatures may used by the parties in lieu of an original, manual signature page(s) for any and all purposes, and each party agrees that they shall be entitled to rely on any such electronic signature purportedly given by or on behalf of the executing party without further verification. Notwithstanding anything contained herein to the contrary, Lessor is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by Lessor pursuant to procedures approved by it. Lessee agrees that, if requested by Lessor, Lessee will provide an original manually executed counterpart.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

City of Iowa Colony

By: _____

Name: Natasha Brooks-Anderson

Title: City Manager

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:	**LESSEE:**
	City of Iowa Colony
COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing	
By:	By:
Name: Jason Chury	Name: Natasha Brooks-Anderson
Title: Commercial Lease Analyst	Title: City Manager
Address:	Address:
1400 W. 7th Street, Suite 200	3144 Meridiana Pkwy
Forth Worth TX, 76102	Iowa Colony TX, 77583

Open-End (Equity) Lease Quote

Quote: 29428

Prepared For: City of Iowa Colony

Date: 10/13/2025

Unit#: 29428

Quantity: 4

Unit: 2025 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

Order Type: Ordered Term: 60 State: tx Customer#: 8397 Schedule#: 0.00

58166.00	Capitalized Cost of Vehicle[1]
0.00	Up Front Sales Tax Rate 0.0625 State tx
250.00	Initial License and Registration Fees
31650.00	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
90066.00	*Capitalized Cost* LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
90066.00	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color
Int Color
License
GVWR 0

1399.81	Depreciation Reserve @ 0.01554
342.83	Monthly Lease Charge (Based on Rate - Subject to a Floor)[2]
1742.64	**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

0.00	Full Maintenance Program[3]
0.00	Miscellaneous
0.00	**Additional Services Sub Total**

Contract Miles 0
Incl: #Brake Sets (1 set = 1 axle) 0
Over Mileage Charge 0.00 / Mile
#Tires 0 Loaner Vehicle Not Incl

0.00	Monthly Sales Tax 0
0.00	Total Monthly Insurance
1742.64	**Total Monthly Rental Including Additional Services**

Monthly Insurance Premiums and Disclosures
0.00 Commercial Liability Enrollment (Estimate Only)
0.00 Physical Damage (Estimate Only)
Liability Limit 0.00
Comprehensive/Collision Deductible: 0.00 / 0.00

6077.12	Reduced Book Value at 60 Months
250.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ***ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.***

LESSEE City of Iowa Colony

BY **TITLE** **DATE** 10/13/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29428

Prepared For: City of Iowa Colony

Date: 10/13/2025

Unit#: 29428

Unit: 2025 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	18000.0000
Radio	C	2500.0000
Camera System	C	8500.0000
Delivery/Transport	C	850.0000
Interim Interest	C	1800.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		31650.0000
Total of All Added Equipment and Other Charges		31650.0000

CITY COUNCIL WORKSESSION MINUTES

Monday, September 08, 2025
6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 8th day of September 2025, the City Council of the City of Iowa Colony, Texas, held a worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Arnetta Murray
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And Councilmember Tim Varlack and Councilmember Nikki Brooks being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the worksession to order at 6:00 P.M.

CITIZEN COMMENTS
There were no comments from the public.

EXECUTIVE SESSION- 6:01 P.M.
Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

1. Discussion of the qualifications and selection of City Manager candidates.

   The City Council returned from Executive Session at 7:01 P.M.

ITEMS FOR DISCUSSION

2. Consideration and possible action on Executive Session matters.

   There was no action taken.

ADJOURNMENT
The worksession was adjourned at 7:01 P.M.

APPROVED THIS 20th DAY OF OCTOBER 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, September 08, 2025
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 8th day of September 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Nikki Brooks
Councilmember Arnetta Murray
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And Councilmember Tim Varlack, being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the meeting to order at 7:00 P.M.

INVOCATION
Councilmember Murray prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Announce the date, time, and place of the meeting at which the City Council will vote on the proposed tax rate.

   Monday, September 15, 2025; 7:00PM; Iowa Colony City Hall Council Chambers

   Mayor Kennedy announced the date, time, and place of the meeting at which the City Council will vote on the proposed tax rate.

   Monday, September 15, 2025; 7:00PM; Iowa Colony City Hall Council Chambers

CITIZEN COMMENTS
There were no comments from the public.

PUBLIC HEARINGS

2. Hold a public hearing on the proposed city budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026. **THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $875,510 OR 25.88%, AND OF THAT AMOUNT $683,373 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

   Mayor Kennedy opened the public hearing on the proposed city budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026. **THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $875,510 OR 25.88%, AND OF THAT AMOUNT $683,373 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR** at 7:03 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:06 P.M.

3. Hold a public hearing on the reauthorization of building permit fees associated the construction, renovation, or remodeling of residential or commercial structures.

   Mayor Kennedy opened the public hearing on the reauthorization of building permit fees associated the construction, renovation, or remodeling of residential or commercial structures at 7:04 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:07 P.M.

ITEMS FOR CONSIDERATION

4. Consideration and possible action on a resolution reauthorizing building permit fees associated with the construction, renovation, or remodeling of residential or commercial structures.

   Motion made by Mayor Pro Tem Greene-Scott to approve a resolution reauthorizing building permit fees associated with the construction, renovation, or remodeling of residential or commercial structures, Seconded by Councilmember Hargroder.
   Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Boyce, Councilmember Brooks

ADJOURNMENT
The meeting was adjourned at 7:10 P.M.

APPROVED THIS 20th DAY OF OCTOBER 2025

_

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Monday, September 15, 2025
6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 15th day of September 2025, the City Council of the City of Iowa Colony, Texas, held a worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Nikki Brooks (Arrived at 6:30 P.M.)
Councilmember Arnetta Murray
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And none being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the worksession to order at 6:00 P.M.

CITIZEN COMMENTS
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on introduction of new staff members.

   City Secretary; Kayleen Rosser introduced Mrs. Kimberlei Brisbane as the first Senior Human Resouces Generalist for the City of Iowa Colony.

   Chief Bell introduced Hunter Fournier, Kalena Solorio, and Joaquin Portano as the newest Patrol Officers.

   Fire Marshal Cantu introduced Mario Alcala as the new Code Compliance Officer.

2. Discussion on FY2025-26 Proposed Budget updates.

   Consultant, Kendra Murphy presented all final updates to the FY 2025-26 Proposed Budget.

EXECUTIVE SESSION
Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

3. Discussion of the qualifications and selection of City Manager candidates.

City Council convened in Executive Session at 6:39 P.M. The City Council returned to Open Session at 7:03 P.M.

ADJOURNMENT
The worksession was adjourned at 7:03 P.M.

APPROVED THIS 20th DAY OF OCTOBER 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, September 15, 2025
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 15th day of September 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Nikki Brooks
Councilmember Arnetta Murray
Councilmember Tim Varlack
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

And none being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the meeting to order at 7:02 P.M.

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation- Fire Prevention Month

   Mayor Kennedy presented Fire Marshal Cantu with the Proclamation declaring October as Fire Prevention Month.

CITIZEN COMMENTS
Kayla Leal with LJA Engineering stated that she is here for agenda item No. 17.

COUNCIL COMMENTS
Mayor Pro Tem Greene-Scott expressed her appreciation to everyone in attendance. She emphasized the importance of work sessions, noting that they provide the Council with an opportunity to engage in in-depth discussions on key issues. She extended her thanks to Kendra Murphy and the Finance Department for their hard work in preparing the budget. She also thanked the POA and the City for their joint effort in

cleaning up a property on her street, which had been left in disarray. Additionally, she mentioned that Terry Hayes, Vice President of the POA, is working with the City to establish an agreement regarding enforcement in gated areas.

Councilmember Murray thanked the Interim City Manager for her dedication and hard work. She referenced the AFL-CIO grant and noted that a student conducting research on the City of Iowa Colony has been in contact with her as part of that initiative.

Councilmember Brooks highlighted the work of the Historical Committee, which is focused on preserving the city's history, collecting historical information, archiving documents, and identifying historical sites. She announced that she will serve as the committee's liaison and encouraged residents to apply to serve on the committee.

Councilmember Boyce announced the launch of the City's new website and commended Bobby for his hard work in bringing it to completion. He encouraged residents to visit and explore the new site.

Councilmember Varlack thanked residents for attending. He shared that he, along with fellow councilmembers, attended the AISD Education Foundation Gala, which marked the organization's 100th anniversary. He also noted that MUD 31 will hold its budget and tax rate adoption meeting on September 25, 2025 at 10 AM. He reiterated that the city website has been revamped.

Councilmember Hargroder remarked that the event season is approaching, with activities such as Coffee with a Cop, National Night Out, Halloween, and Christmas events. She also reminded everyone that it is still hurricane season.

Mayor Kennedy thanked City staff and Council for their ongoing efforts. He noted that the City has maintained the same tax rate since 2023. He also reminded everyone that National Night Out will take place on October 7th from 6:00 PM to 8:00 PM. He Also stated that the KIA groundbreaking is September 17th.

STAFF REPORTS

2. Building Official/Fire Marshal Monthly Report
3. Police Department Monthly Report
4. Municipal Court Monthly Report
5. Public Works Monthly Report
6. City Engineer's Report
7. Technology Department Monthly Report
8. Water/Wastewater Utility Monthly Report

PUBLIC HEARINGS

9. Hold a public hearing on the proposed tax rate of $0.519209 per $100 of valuation for the Fiscal Year 2025-2026 (2025 tax year).

   Mayor Kennedy opened the public hearing at 7:39 P.M. on the proposed tax rate of $0.519209 per $100 of valuation for the Fiscal Year 2025-2026 (2025 tax year). There were no comments from the public. Mayor Kennedy closed the public hearing at 7:40 P.M.

10. Hold a public hearing to consider annexing the following property:

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

    Mayor Kennedy opened the public hearing at 7:41 P.M. to consider annexing the following property:

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

    There were no comments from the public. Mayor Kennedy closed the public hearing at 8:36 P.M.

ITEMS FOR CONSIDERATION

11. Consideration and possible action on an Ordinance adopting the FY 2025-26 City Budget.

    Motion made by Mayor Pro Tem Greene-Scott to approve an Ordinance adopting the City of Iowa Colony Fiscal Year 2025-2026 Budget on first and final reading and to conduct a roll call vote, Seconded by Councilmember Hargroder. The City Secretary read the Ordinance caption aloud.
    Voting Yea by a roll call vote: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

12. Consideration and possible action to ratify the property tax revenue increase reflected in the budget by a roll call vote.

    Motion made by Councilmember Hargroder to approve and ratify the property tax revenue increase reflected in the Fiscal Year 2025-2026 Budget, as required by Texas Local Government Code Section 102.007(c), and to conduct a roll call vote, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea by a roll call vote: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

13. Consideration and possible action on an Ordinance setting the property tax rate for 2025.

    Motion made by Councilmember Varlack that the property tax rate be increased by the adoption of a tax rate of $0.519209, which is effectively a 7.75 percent increase in the tax rate, and to conduct a roll call vote, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the Ordinance caption aloud.
    Voting Yea by a roll call vote: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
    Voting Abstaining: Councilmember Brooks

14. Consideration and possible action to approve a Development Agreement with Sunset Prairie for a 39.83-acre tract of land.

    Motion made by Councilmember Murray to approve the Development Agreement between the City of Iowa Colony, DPEG Heritage, LP, Green Ink Properties LLC, and Majestic Developers LLC for the 39.83-acre tract of land known as Sunset Prairie, Seconded by Councilmember

Varlack.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

15. Consideration and possible action to consider annexing the following property:

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

    A. Consideration and possible action to approve the offer of Non-Annexation Development Agreement with each landowner of the annexation land taxed agriculturally and the rejection of that offer by those landowners.

    B. Consideration and possible action to approve the Municipal Service Agreement.

    C. Consideration and possible action to adopt an ordinance on first and final reading annexing the property containing approximately 39.83 acres of land.

    Motion made by Mayor Pro Tem Greene-Scott to approve the offer of a Non- Annexation Development Agreement to each landowner of the 39.83- acre tract and acknowledge the rejection of that offer, to approve the Municipal Service Agreement, and to adopt an Ordinance on first and final reading annexing the property as described in the agenda, Seconded by Councilmember Hargroder. The City Secretary read the Ordinance caption aloud.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
    Voting Abstaining: Councilmember Brooks

16. Consideration and possible action on an ordinance granting a variance to the transparency requirements in the City's Unified Development Code for the Primrose School located at 9828 Karsten Boulevard.

    Motion made by Councilmember Boyce to adopt an Ordinance granting a variance to the transparency requirements in the City's Unified Devlopment Code for the Primrose School located at 9828 Karsten Boulevard, Seconded by Councilmember Murray.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

17. Consideration and possible action on the 191-acre Coogan Tract Plan of Development.

    Motion made by Councilmember Hargroder to approve the 191- acre Coogan Tract Plan of Development with Staff's recommendation, Seconded by Councilmember Varlack.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

    Council provided feedback to Ms. Kayla Leal with LJA Engineering. She requested that Council allow her an opportunity to take the information provided back to the developer and that no action be taken.

    Councilmember Hargroder rescinded her motion and Councilmember Varlack rescinded his second. No action was taken on this item.

18. Consideration and possible action on a resolution authorizing signatories in relation to the CDBG-MIT Resilient Communities Program.

Motion made by Councilmember Murray to approve a Resolution authorizing designated signatories for the CDBG-MIT Resilient Communities Program, Seconded by Mayor Pro Tem Greene-Scott.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

19. Consideration and possible action on an Ordinance setting the speed limits in school zones.

    Motion made by Councilmember Varlack to adopt an Ordinance amending Section 38-3 of the City Code to establish a school zone for Iowa Colony Junior High School and to adjust the times for the Iowa Colony High School, setting the applicable speed limits, Seconded by Councilmember Hargroder. The City Secretary read the Ordinance caption aloud.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

EXECUTIVE SESSION- 843 P.M.
Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

20. Discussion of the qualifications and selection of City Manager candidates.

POST EXECUTIVE SESSION-9:45 P.M.

ITEMS FOR CONSIDERATION

21. Consideration and possible action on Executive Session matters.

    There was no action taken.

CONSENT AGENDA
Motion made by Councilmember Hargroder to approve consent items, deferring item number 26 through 30 and taking seperate vote on item no. 39, Seconded by Mayor Pro Tem Greene-Scott.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

22. Consider approval of the July 29, 2025 City Council meeting minutes.
23. Consider approval of the August 18, 2025 City Council worksession meeting minutes.
24. Consider approval of the August 18, 2025 City Council meeting minutes.
25. Consider approval of an engagement letter with Whitley Penn for auditing services.
26. Consider approval of the Wynserra Phase I General Plan.

    This item was deferred.

27. Consider approval of the Wynserra Section 1 Preliminary Plat.

    This item was deferred.

28. Consider approval of the Wynserra Section 2 preliminary plat.

    This item was deferred.

29. Consider approval of the Wynserra Street Dedication and Reserves Section 1 Preliminary Plat.

    This item was deferred.

30. Consider approval of the Wynserra Wastewater Treatment Plant Preliminary Plat.

    This item was deferred.

31. Consider approval of the Ellwood Section 3A Preliminary Plat.
32. Consider approval of the El Alaniz Addition Preliminary Plat.
33. Consider acceptance of Brazoria County MUD 31 Sterling Lakes Lift Station into the one-year maintenance period.
34. Consider Final Acceptance of Brazoria County MUD 53 - Sanitary Sewer Lift Station No. 2 and Force Main.
35. Consider approval of Primrose Estates - Grading and Detention into One Year Maintenance Period.
36. Consider approval of Sterling Lakes Drive Extension - Water, Drainage and Paving into the One Year Maintenance Period.
37. Consider acceptance of Karsten Boulevard North Phase 4 - Water, Drainage and Paving into One Year Maintenance Period.
38. Consider approval of a six-month extension for the Meridiana Section 55C Preliminary Plat.
39. Consideration and possible action to approve an Interlocal Agreement between the City of Iowa Colony and Brazoria County for road maintenance and improvement services.

    Motion made by Councilmember Hargroder, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

ADJOURNMENT
The meeting was adjourned at 9:45 P.M.

APPROVED THIS 20th DAY OF OCTOBER 2025

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 1 Preliminary Plat
Letter of Recommendation - Updated
COIC Project No. 6791
ALLC Project No. 710-25-002-033

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Wynserra Section 1 Preliminary, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

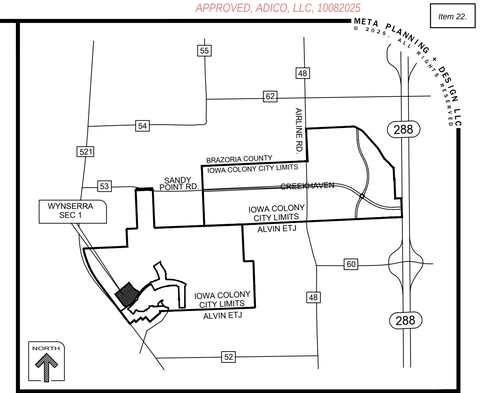
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-033

APPROVED, ADICO, LLC, 10082025

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	0.980	0.980	—	—	0.980	-0.520
TOTAL	81	1.500	0.980	0.980	—	—	0.980	





Vicinity Map (1"=4,000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "-" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	—	—	81	—	—	—
TOTAL	—	—	81	—	—	—

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.44	19,337	LANDSCAPE/ OPEN SPACE
B	0.34	14,885	LANDSCAPE/ OPEN SPACE
C	0.20	8,644	LANDSCAPE/ OPEN SPACE
	0.98	42,866	TOTAL

CURVE TABLE:

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	92°59'45"	40.58'	S 09°59'20" E	36.27'
C2	1460.00'	09°53'41"	252.14'	S 41°27'23" W	251.82'
C3	650.00'	12°44'24"	144.53'	S 52°46'25" W	144.23'
C4	2000.00'	05°37'06"	196.11'	S 56°20'04" W	196.04'
C5	4975.00'	00°00'39"	0.94'	S 52°27'26" W	0.94'
C6	2035.00'	00°31'58"	18.93'	S 36°36'42" W	18.93'
C7	1840.00'	06°04'47"	195.24'	S 33°50'20" W	195.15'
C8	25.00'	92°42'51"	40.45'	S 77°09'22" W	36.18'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 33°30'47" E	100.00'
L2	N 36°28'31" W	63.48'
L3	N 59°50'27" W	100.19'
L4	N 37°32'14" W	178.22'
L5	S 37°32'53" E	118.99'
L6	S 49°29'40" E	240.64'
L7	S 53°07'18" E	194.94'
L8	N 30°47'56" E	98.22'

A PRELIMINARY PLAT OF

WYNSERRA SEC 1

BEING 18.47 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING 81 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

REV: OCTOBER 2, 2025

MTA-45005A

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 2 Preliminary Plat
Letter of Recommendation - Updated
COIC Project No. 6792
ALLC Project No. 710-25-002-034

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Wynserra Section 2 Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

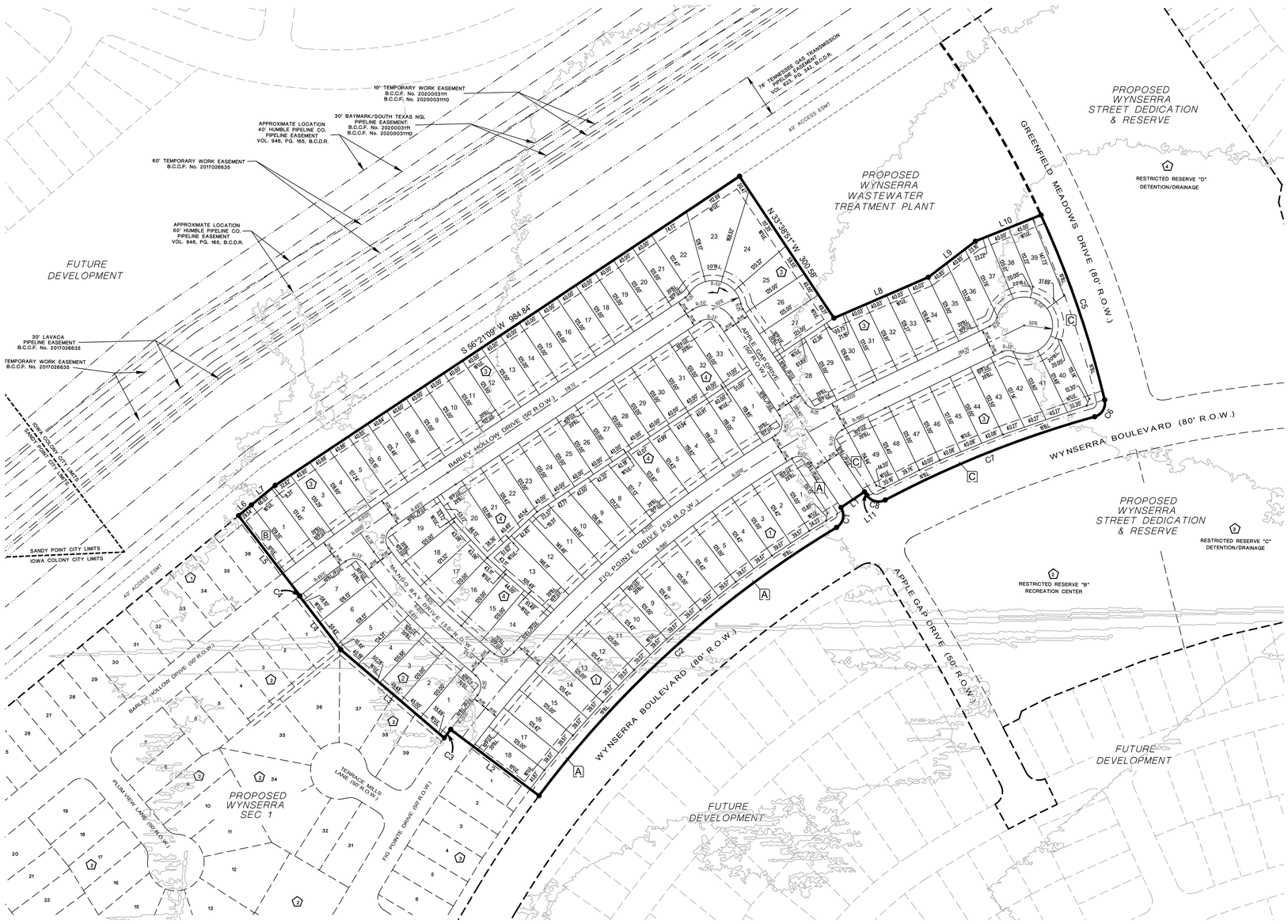
Should you have any questions, please do not hesitate to call our office.

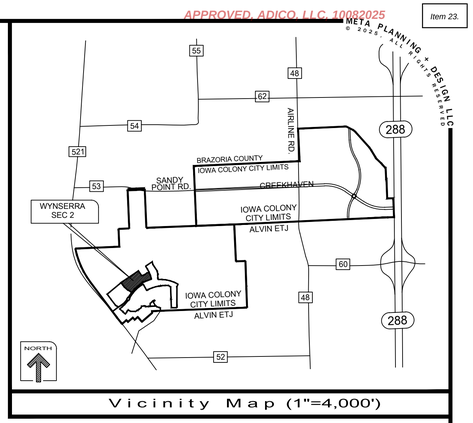
Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-034

APPROVED, ADICO, LLC, 10082025





Vicinity Map (1"=4,000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
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   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "—" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.40	17,479	LANDSCAPE/ OPEN SPACE
B	0.08	3,753	LANDSCAPE/ OPEN SPACE
C	0.52	22,959	LANDSCAPE/ OPEN SPACE
	1.00	44,191	TOTAL

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	0.980	0.980	—	—	0.980	-0.450
SEC 2	107	1.981	1.000	1.000	—	—	1.000	-0.981
TOTAL	188	3.481	1.980	1.980	—	—	1.980	

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	—	—	81	—	—	—
SEC 2	107	—	—	—	—	—
TOTAL	107	—	81	—	—	—

CURVE TABLE:

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	92°40'37"	40.44'	N 12°41'28" E	36.17'
C2	1840.00'	22°09'04"	711.36'	S 47°57'15" W	706.94'
C3	2035.00'	00°31'58"	18.93'	S 36°36'42" W	18.93'
C4	4975.00'	00°00'39"	0.94'	N 52°27'26" E	0.94'
C5	1760.00'	11°15'11"	345.67'	S 19°00'22" E	345.11'
C6	25.00'	87°54'01"	38.35'	S 30°34'14" W	34.70'
C7	1840.00'	12°24'37"	398.54'	S 68°18'56" W	397.77'
C8	25.00'	84°14'32"	36.76'	N 75°46'06" W	33.53'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 56°21'09" E	50.00'
L2	N 53°07'18" W	194.93'
L3	N 49°29'40" W	240.64'
L4	N 37°32'53" W	119.01'
L5	N 37°32'14" W	178.22'
L6	S 50°23'49" W	29.54'
L7	S 50°26'09" W	54.34'
L8	N 66°38'46" E	181.29'
L9	N 52°35'50" E	104.86'
L10	N 68°08'54" E	124.72'
L11	N 33°38'51" W	7.38'

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA
SEC 2
BEING 17.83 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING 107 LOTS (40' X 120' TYP.) AND THREE RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

REV: OCTOBER 2, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Street Dedication and Reserves Section 1 Preliminary Plat
Letter of Recommendation to Approve- Updated
COIC Project No. 6795
ALLC Project No. 710-25-002-037

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Street Dedication and Reserves Section 1 Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-037

APPROVED, ADICO, LLC, 10082025

GENERAL NOTES:

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2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
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   "PG." indicates Page.
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   "P.U.E." indicates Public Utility Easement.
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   "U.E." indicates Utility Easement.
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7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
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10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
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12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated April 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	23.40	1,019,425	DETENTION/ DRAINAGE
B	3.29	143,632	RECREATION CENTER
C	15.51	675,663	DETENTION/ DRAINAGE
D	5.60	244,151	DETENTION/ DRAINAGE
	47.80	2,082,871	TOTAL

Ⓐ *CALLED 0.6874 ACRES YONATHAN SANCHEZ AND JEANETTE GARCIA B.C.C.F. No. 2019004314*

Ⓑ *CALLED 50'X75' STELLA SMITH VOL. 570, PG. 471, B.C.D.R.*

Ⓒ *CALLED 1 ACRE DIANA BARCENAS B.C.C.F. No. 2013007115*

Ⓓ *CALLED 1 ACRE JOSE LINARES B.C.C.F. No. 2019005781*

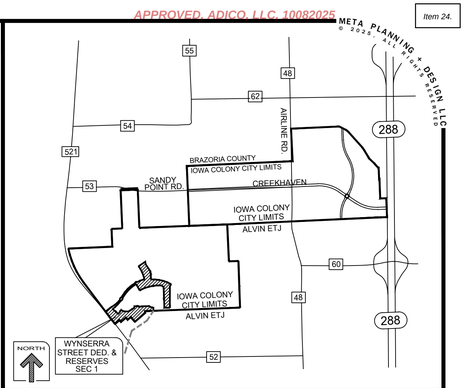
Ⓔ *CALLED 2 ACRE HORTENSE MITCHELL B.C.C.F. No. 2012018372*

Ⓕ *CALLED 1 ACRE ANDRE GREEN B.C.C.F. No. 2010047159*

Ⓖ *CALLED 1 ACRE PATRICIA AND STANLEY HARBOR B.C.C.F. No. 2019039660*

Ⓗ *CALLED 2 ACRE HORTENSE MITCHELL B.C.C.F. No. 2012018372*

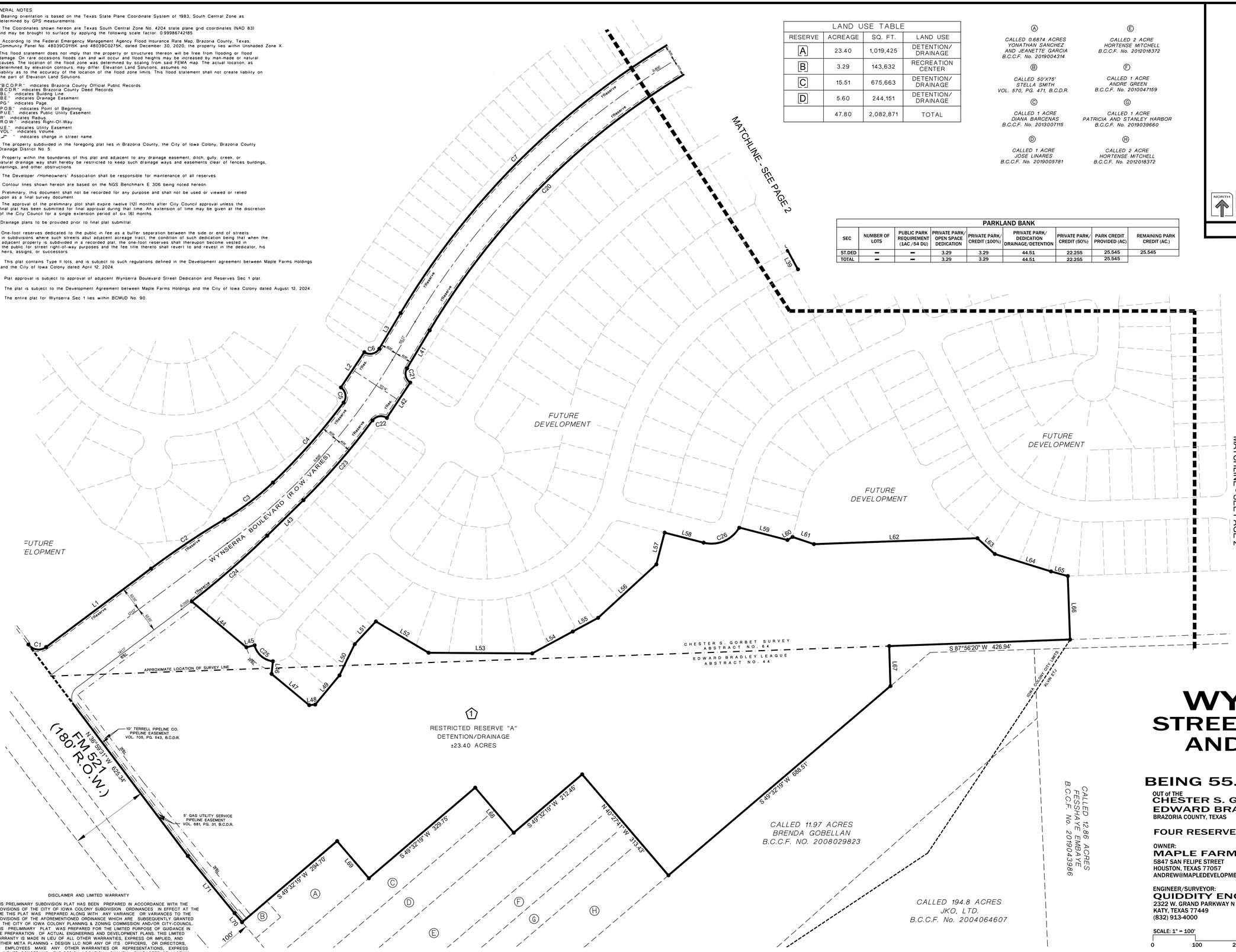
PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
ST.DED	—	—	3.29	3.29	44.51	22.255	25.545	25.545
TOTAL	—	—	3.29	3.29	44.51	22.255	25.545	



Vicinity Map (1"=4,000')

NORTH

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	—	—	81	—	—	—
SEC 2	107	—	—	—	—	—
SEC 3	2	—	2	—	96	—
SEC 4	—	—	131	—	—	—
TOTAL	109	—	212	—	96	—



DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

WYNSERRA
STREET DEDICATION AND RESERVES SEC 1
BEING 55.91 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

FOUR RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS 77057
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER/SURVEYOR:
QUIDDITY ENGINEERING, LLC
2322 W. GRAND PARKWAY N SUITE 150
KATY, TEXAS 77449
(832) 913-4000

PLANNER:
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24285 KATY FREEWAY, SUITE 525
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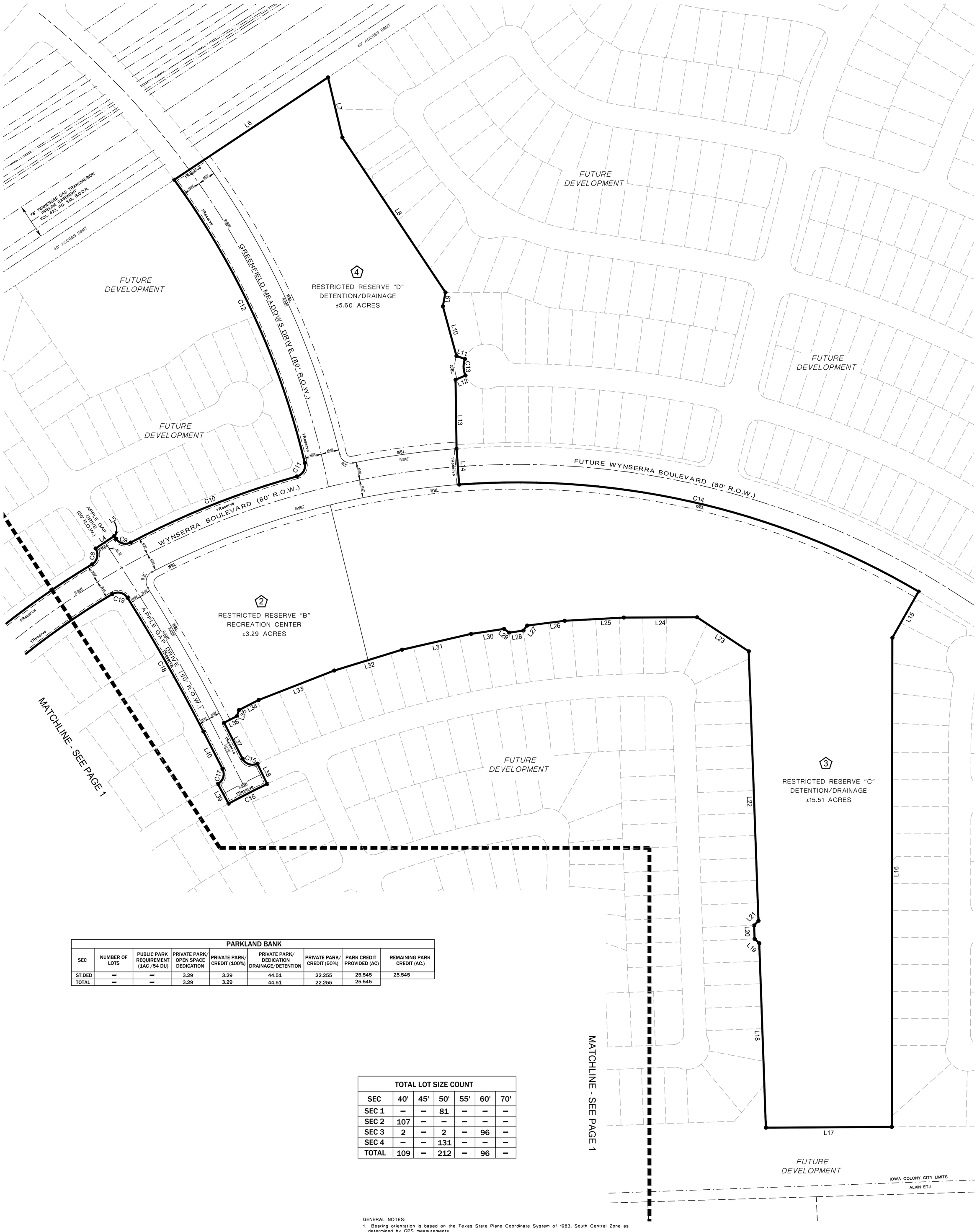
SCALE: 1" = 100'
0 100 200

REV: OCTOBER 2, 2025

MTA-45005A

APPROVED, ADICO, LLC, 10082025

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED



PARKLAND BANK								
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ST.DED	–	–	3.29	3.29	44.51	22.255	25.545	25.545
TOTAL	–	–	3.29	3.29	44.51	22.255	25.545	

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	96	–
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SCALE: 1" = 100'
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REV: OCTOBER 2, 2025

MTA-45005A

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "↗" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plot shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated April 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	23.40	1,019,425	DETENTION/ DRAINAGE
B	3.29	143,632	RECREATION CENTER
C	15.51	675,663	DETENTION/ DRAINAGE
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	47.80	2,082,871	TOTAL

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APPROVED, ADICO, LLC, 10082025

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LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 53°10'48" E	309.03'
L2	N 33°30'47" E	100.00'
L3	S 30°47'56" W	98.22'
L4	S 56°21'09" W	50.00'
L5	N 33°38'51" W	7.37'
L6	N 56°21'09" E	411.02'
L7	N 13°22'55" W	137.41'
L8	S 33°38'51" E	414.03'
L9	N 10°32'11" E	31.36'
L10	S 15°16'17" E	114.63'
L11	N 70°21'48" W	20.00'
L12	S 66°36'33" W	23.97'
L13	N 00°48'31" W	153.45'
L14	S 04°14'09" E	80.00'
L15	S 29°35'25" W	118.31'
L16	S 00°04'06" W	1088.36'
L17	S 89°39'37" W	280.04'
L18	N 02°03'39" W	410.57'
L19	S 47°03'39" E	14.14'
L20	S 02°03'39" E	30.00'
L21	S 42°56'21" W	14.14'
L22	N 02°03'39" W	600.03'
L23	N 56°37'04" W	137.64'
L24	S 89°43'10" W	163.19'
L25	N 86°55'03" E	131.47'
L26	S 82°42'54" W	84.19'
L27	N 37°30'40" E	14.09'
L28	S 81°47'39" W	31.86'
L29	N 53°36'57" W	14.12'
L30	S 81°18'50" W	74.14'
L31	S 77°06'41" W	157.78'
L32	S 72°54'31" W	157.78'
L33	S 68°42'21" W	180.32'
L34	S 62°54'21" W	49.35'
L35	S 17°54'21" W	14.14'
L36	N 62°54'21" E	32.00'
L37	N 27°05'39" W	89.85'
L38	N 25°41'48" W	50.00'
L39	N 28°29'30" W	50.00'
L40	N 27°05'39" W	93.37'
L41	N 30°47'56" E	104.38'
L42	S 33°30'48" W	100.00'
L43	S 45°32'10" W	119.62'
L44	N 49°57'46" W	168.29'
L45	N 76°08'09" E	20.00'
L46	N 06°03'31" E	30.00'
L47	S 50°14'58" E	115.50'
L48	N 84°45'02" E	14.14'
L49	S 39°45'02" W	89.57'
L50	N 25°55'29" E	82.16'
L51	N 43°03'23" E	73.34'
L52	S 59°15'17" E	144.61'
L53	S 89°38'43" E	244.51'
L54	S 61°40'25" W	108.88'
L55	N 61°37'51" E	67.89'
L56	S 47°25'41" W	186.69'
L57	N 14°30'00" E	77.48'
L58	N 75°30'00" W	95.00'
L59	S 75°30'00" E	117.54'
L60	S 59°30'00" W	14.14'
L61	N 71°24'26" W	53.03'
L62	S 87°56'21" W	385.91'
L63	S 47°49'49" E	55.51'
L64	S 72°45'48" E	138.73'
L65	N 74°40'11" W	41.20'
L66	S 02°03'39" E	150.00'
L67	S 01°40'53" E	94.66'
L68	N 40°27'41" W	140.00'
L69	S 40°27'41" E	115.38'
L70	S 40°27'41" E	27.79'
L71	N 39°14'37" W	174.04'

CURVE TABLE:

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	89°49'41"	47.03'	N 81°54'21" W	42.36'
C2	2000.00'	05°57'49"	208.17'	N 56°09'43" E	208.07'
C3	650.00'	12°44'24"	144.53'	N 52°46'25" E	144.23'
C4	1460.00'	09°53'41"	252.13'	N 41°27'23" E	251.82'
C5	25.00'	92°57'22"	40.56'	N 09°58'08" W	36.26'
C6	25.00'	92°42'51"	40.45'	N 77°09'22" E	36.18'
C7	1840.00'	28°13'47"	906.57'	N 44°54'50" E	897.43'
C8	25.00'	92°40'34"	40.44'	S 12°41'26" W	36.17'
C9	25.00'	84°14'35"	36.76'	N 75°46'08" W	33.54'
C10	1840.00'	12°24'41"	398.58'	N 68°18'54" E	397.80'
C11	25.00'	87°54'01"	38.35'	N 30°34'14" E	34.70'
C12	1760.00'	22°44'22"	698.50'	N 24°44'57" W	693.93'
C13	50.00'	43°01'40"	37.55'	N 01°52'38" W	36.67'
C14	1760.00'	34°41'22"	1065.58'	N 76°53'28" W	1049.38'
C15	25.00'	88°36'09"	38.66'	S 71°23'43" E	34.92'
C16	1975.00'	02°47'43"	96.35'	S 62°54'21" W	96.34'
C17	25.00'	88°36'09"	38.66'	N 17°12'25" E	34.92'
C18	3975.00'	04°55'55"	342.17'	N 29°33'36" W	342.06'
C19	25.00'	88°47'49"	38.74'	S 76°25'28" E	34.98'
C20	1760.00'	28°22'41"	871.71'	S 44°59'17" W	862.83'
C21	25.00'	87°17'09"	38.09'	N 12°50'38" W	34.51'
C22	25.00'	87°15'11"	38.07'	N 79°53'12" E	34.50'
C23	1540.00'	09°16'34"	249.32'	S 40°53'53" W	249.05'
C24	2000.00'	06°46'13"	236.32'	S 48°55'16" W	236.19'
C25	50.00'	70°04'38"	61.15'	S 48°54'10" E	57.41'
C26	75.00'	75°03'14"	98.25'	N 66°58'23" E	91.37'

LAND USE TABLE			
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	47.80	2,082,871	TOTAL

Ⓐ
CALLED 0.6874 ACRES
YONATHAN SANCHEZ
AND JEANETTE GARCIA
B.C.C.F. No. 2019004314

Ⓑ
CALLED 50'X75'
STELLA SMITH
VOL. 570, PG. 471, B.C.D.R.

Ⓒ
CALLED 1 ACRE
DIANA BARCENAS
B.C.C.F. No. 2013007115

Ⓓ
CALLED 1 ACRE
JOSE LINARES
B.C.C.F. No. 2019005781

Ⓔ
CALLED 2 ACRE
HORTENSE MITCHELL
B.C.C.F. No. 2012018372

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Ⓖ
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SCALE: 1" = 100'
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REV: OCTOBER 2, 2025

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ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Wastewater Treatment Plant Preliminary Plat
Letter of Recommendation to Approve- Updated
COIC Project No. 6797
ALLC Project No. 710-25-002-039

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Wastewater Treatment Plant Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-039

APPROVED, ADICO, LLC, 10082025

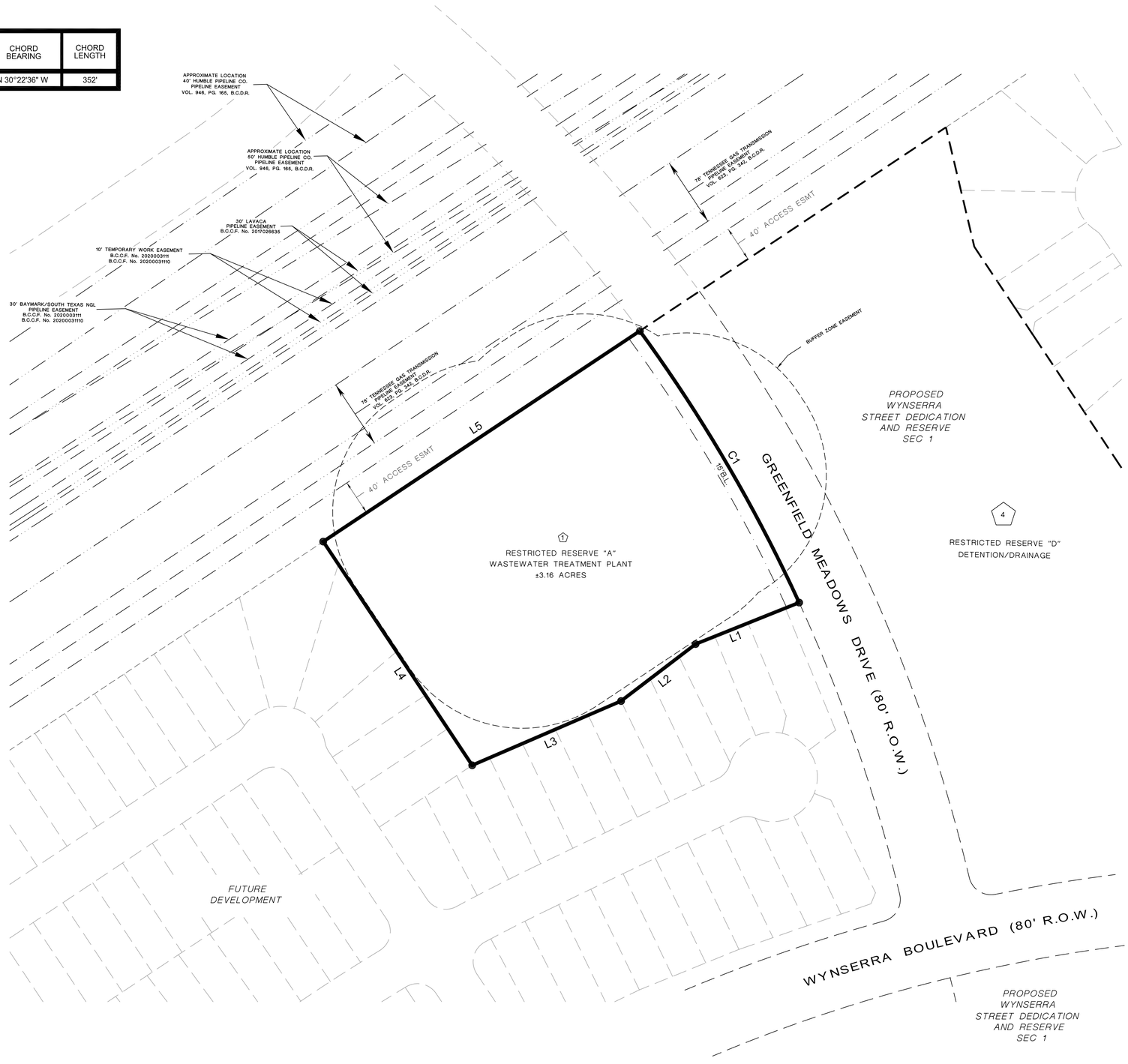
CURVE TABLE

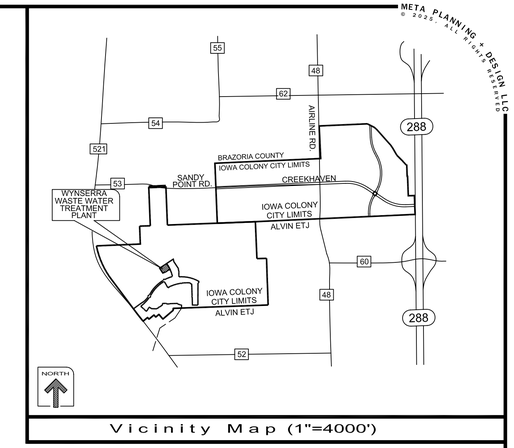
CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1760'	11°29'04"	353'	N 30°22'36" W	352'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 68°08'54" W	125'
L2	S 52°35'50" W	105'
L3	S 66°38'46" W	181'
L4	N 33°38'51" W	301'
L5	N 56°21'09" E	425'

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	3.16	137,978	WASTEWATER TREATEMENT PLANT
	3.16	137,978	TOTAL





Vicinity Map (1"=4000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "-/-" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. The City allows for a maximum of 35 lots with one point of ingress/egress. The approval of this plat is subject to approval and acceptance of Section 2
14. Plat approval is subject to approval of adjacent Maple Farms Boulevard dedication plat.
15. The plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Maple Farms Waste Water Treatment Plant lies within BCMUD 90

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA WASTE WATER TREATMENT PLANT

BEING 3.16± ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

CONTAING ONE RESERVE IN ONE BLOCK.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS 77057
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER/SURVEYOR:
QUIDDITY ENGINEERING, LLC
2322 W. GRAND PARKWAY N SUITE 150
KATY, TEXAS 77449
(832) 913-4000

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 60'
0 60 120

REV: OCTOBER 2, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Phase I General Plan
Letter of Recommendation to Approve - Updated
COIC Project No. 6896
ALLC Project No. 710-25-002-041

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Wynserra Phase I General Plan, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

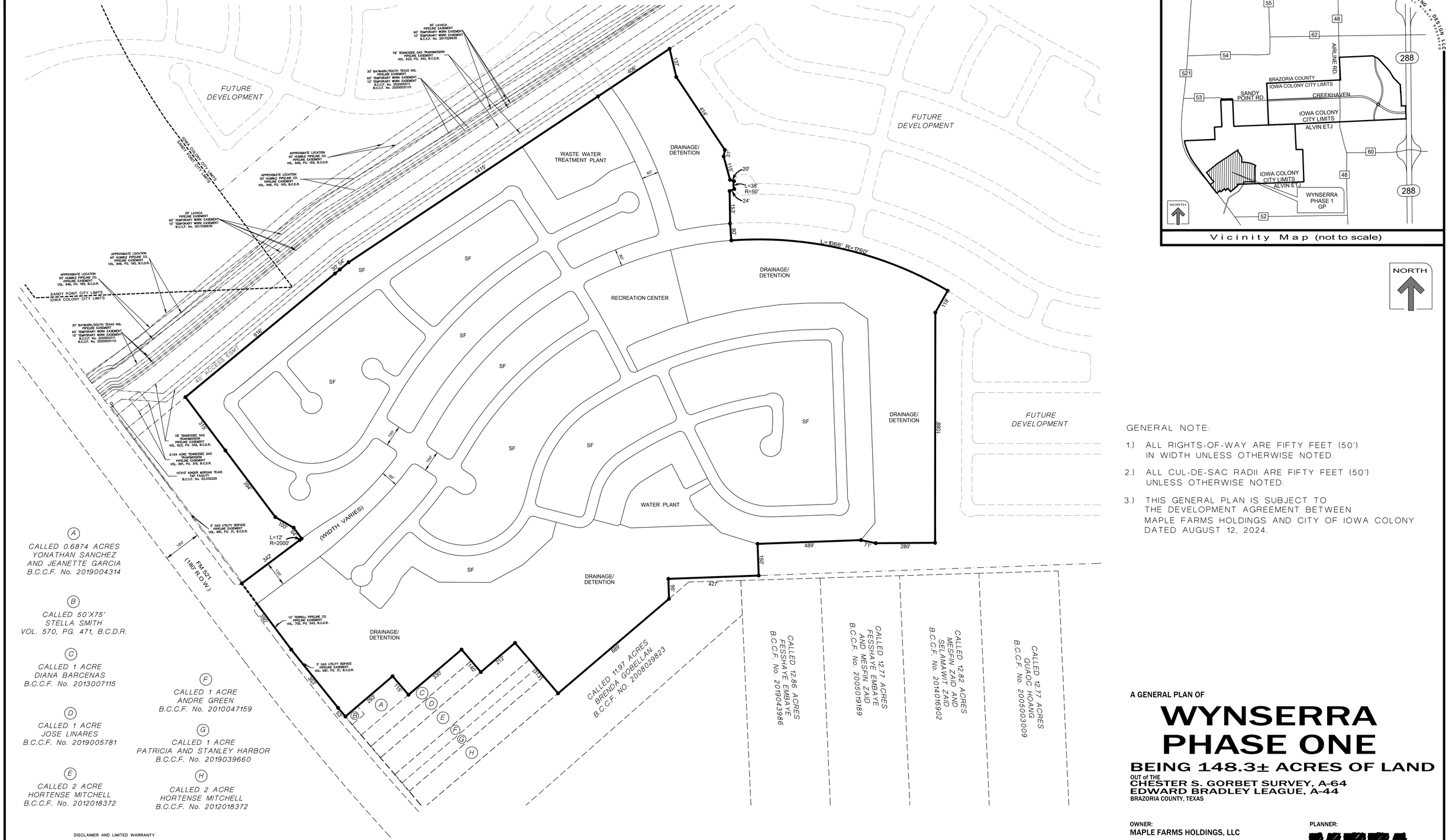
Based on our review, we have no objection to the general plan as resubmitted on October 2, 2025. Please provide ten (10) prints of the general plan to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-041



Vicinity Map (not to scale)

NORTH

GENERAL NOTE:

1.) ALL RIGHTS-OF-WAY ARE FIFTY FEET (50') IN WIDTH UNLESS OTHERWISE NOTED.

2.) ALL CUL-DE-SAC RADII ARE FIFTY FEET (50') UNLESS OTHERWISE NOTED.

3.) THIS GENERAL PLAN IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN MAPLE FARMS HOLDINGS AND CITY OF IOWA COLONY DATED AUGUST 12, 2024.

A GENERAL PLAN OF

WYNSERRA PHASE ONE

BEING 148.3± ACRES OF LAND

OUT of the
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

OWNER:
MAPLE FARMS HOLDINGS, LLC

SCALE: 1" = 200'
0 200 400

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

REV: SEPTEMBER 29, 2025

MTA-45005A

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 3 Preliminary Plat
Letter of Recommendation to Approve - Updated
COIC Project No. 6793
ALLC Project No. 710-25-002-035

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Section 3 Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

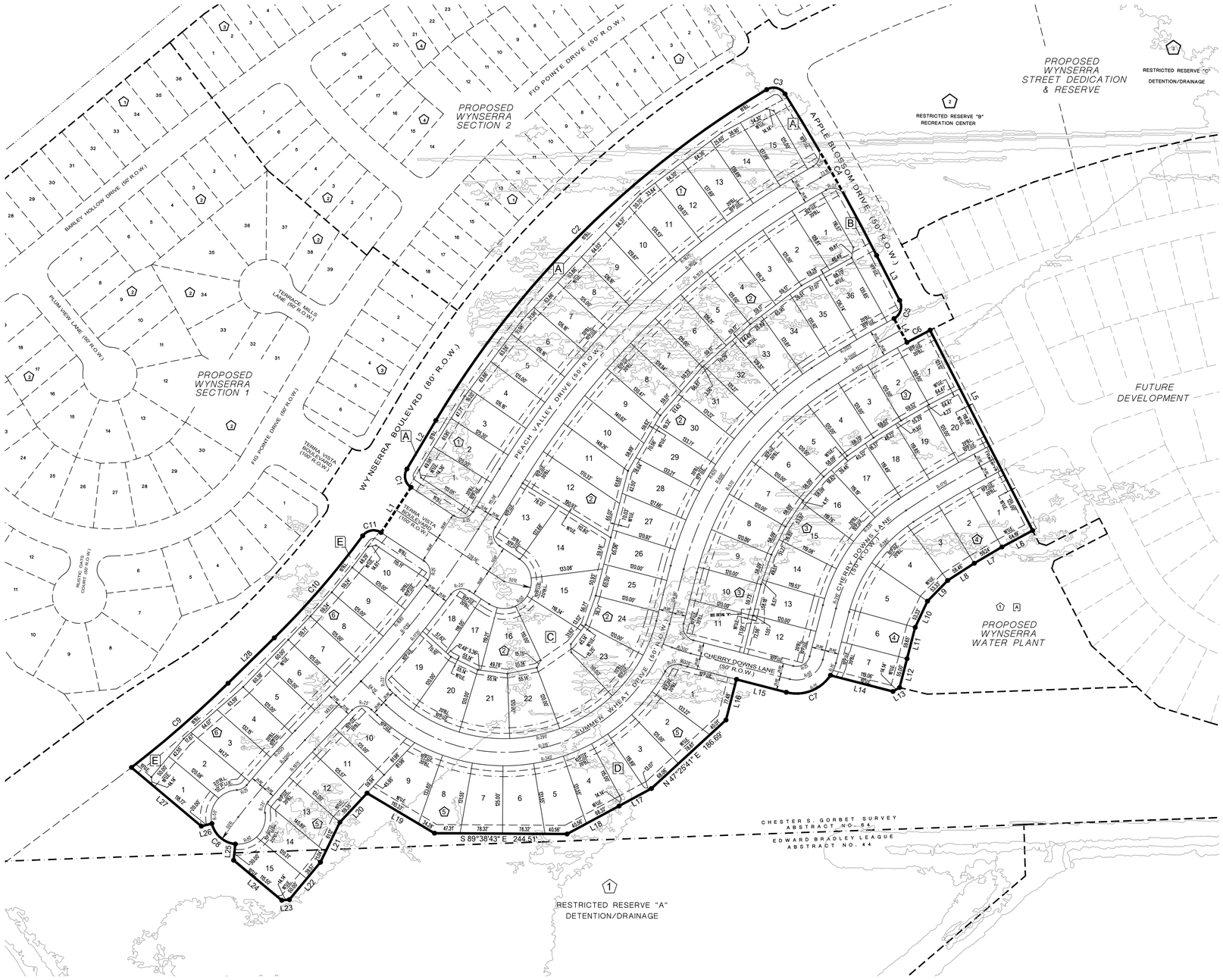
Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

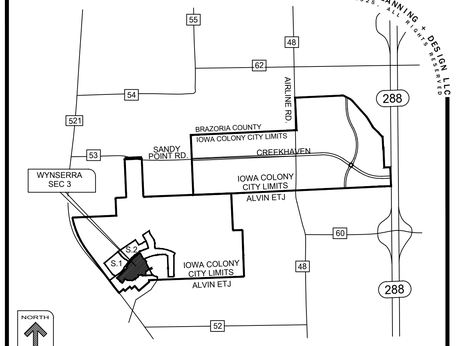
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-035



TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	99	–
TOTAL	109	–	83	–	99	–

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.76	32,979	LANDSCAPE/ OPEN SPACE
B	0.22	9,740	LANDSCAPE/ OPEN SPACE
C	0.42	18,470	LANDSCAPE/ OPEN SPACE
D	0.12	5,294	LANDSCAPE/ OPEN SPACE
E	0.39	16,967	LANDSCAPE/ OPEN SPACE
	1.91	83,450	TOTAL



Vicinity Map (1"=4,000')



DETAIL "A" (NOT TO SCALE)

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "↶" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. Plat approval is subject to approval of adjacent Maple Farms Boulevard dedication plat.
14. The plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024. and acceptance of Section 2
15. The entire plat for Maple Farms section 3 lies withing BCMUD 90

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	0.980	0.980	–	–	0.980	-0.520
SEC 2	107	1.981	1.000	1.000	–	–	1.000	-0.981
SEC 3	103	1.907	1.910	1.910	–	–	1.910	0.003
TOTAL	291	5.389	3.890	3.890	–	–	3.890	

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	87°17'09"	38.09'	N 12°50'38" W	34.51'
C2	1760.00'	28°22'45"	871.75'	N 44°59'19" E	862.86'
C3	25.00'	88°47'41"	38.74'	S 76°25'28" E	34.98'
C4	3975.00'	04°55'59"	342.23'	S 29°33'38" E	342.13'
C5	25.00'	88°36'09"	38.66'	S 17°12'25" W	34.92'
C6	1975.00'	01°23'51"	48.18'	S 62°12'25" W	48.17'
C7	75.00'	71°03'36"	93.02'	S 68°58'12" W	87.17'
C8	50.00'	70°04'38"	61.15'	N 48°54'10" W	57.41'
C9	2000.00'	06°46'13"	236.32'	N 48°55'16" E	236.19'
C10	1540.00'	09°16'34"	249.32'	S 40°53'53" W	249.05'
C11	25.00'	87°15'11"	38.07'	N 79°53'12" E	34.50'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 33°30'48" W	100.00'
L2	N 30°47'56" E	104.38'
L3	N 27°05'39" W	93.37'
L4	N 28°29'30" W	50.00'
L5	S 27°05'39" E	415.00'
L6	S 61°43'37" W	64.19'
L7	S 59°27'36" W	59.24'
L8	S 57°09'20" W	58.46'
L9	N 44°18'43" E	53.33'
L10	S 25°07'25" W	53.33'
L11	N 14°31'29" E	59.65'
L12	S 14°30'00" W	55.00'
L13	N 59°30'00" E	14.14'
L14	N 75°30'00" W	119.06'
L15	N 75°30'00" W	95.00'
L16	S 14°30'00" W	77.48'
L17	N 61°37'51" E	67.89'
L18	S 61°40'25" W	108.88'
L19	N 59°15'17" W	144.61'
L20	S 43°03'23" W	73.34'
L21	S 25°55'29" W	82.16'
L22	S 39°45'02" W	89.57'
L23	N 84°45'02" E	14.14'
L24	N 50°14'58" W	115.50'
L25	N 06°03'31" E	30.00'
L26	N 76°08'09" E	20.00'
L27	N 49°57'46" W	168.29'
L28	N 45°32'10" E	119.62'

A PRELIMINARY PLAT OF

WYNSERRA SEC 3

BEING 26.65 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS
EDWARD BRADLEY SURVEY, A-44
BRAZORIA COUNTY, TEXAS

CONTAINING 103 LOTS (40'/50'/60' X 120' TYP.) AND FIVE RESERVES IN SIX BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

REV: OCTOBER 2, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 4 Preliminary Plat
Letter of Recommendation to Approve - Updated
COIC Project No. 6794
ALLC Project No. 710-25-002-036

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Section 4 Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

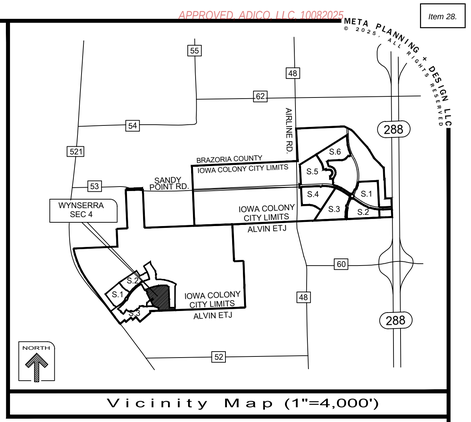
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-036



TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	96	–
SEC 4	–	–	122	–	–	–
TOTAL	109	–	203	–	96	–

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.08	3,536	LANDSCAPE/ OPEN SPACE
B	0.08	3,565	LANDSCAPE/ OPEN SPACE
C	0.08	3,450	LANDSCAPE/ OPEN SPACE
D	0.14	6,305	LANDSCAPE/ OPEN SPACE
E	0.07	3,134	LANDSCAPE/ OPEN SPACE
	0.45	23,124	TOTAL



Vicinity Map (1"=4,000')



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 27°05'39" W	89.85'
L2	S 62°54'21" W	32.00'
L3	N 17°54'21" E	14.14'
L4	N 62°54'21" E	49.35'
L5	N 68°42'21" E	180.32'
L6	S 72°54'31" W	157.78'
L7	N 77°06'41" E	157.78'
L8	S 81°18'50" W	74.14'
L9	N 53°36'57" W	14.12'
L10	S 81°47'39" W	31.86'
L11	S 37°30'40" W	14.09'
L12	S 82°42'54" W	84.19'
L13	N 86°55'03" E	131.47'
L14	N 89°43'10" E	163.19'
L15	S 56°37'04" E	137.64'
L16	N 42°56'21" E	14.14'
L17	S 02°03'39" E	30.00'
L18	S 47°03'39" E	14.14'
L19	N 78°21'35" W	71.40'
L20	S 74°40'11" E	41.20'
L21	N 72°45'48" W	138.73'
L22	N 47°49'49" W	167.70'
L23	S 27°05'39" E	53.63'
L24	S 15°51'19" W	14.64'
L25	S 58°48'17" W	111.14'
L26	N 27°05'39" W	7.19'
L27	S 62°54'21" W	110.00'
L28	N 72°05'39" W	14.14'
L29	N 27°05'39" W	541.00'
L30	N 25°41'48" W	50.00'

CURVE TABLE:

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	88°36'09"	38.66'	N 71°23'43" W	34.92'
C2	325.00'	04°06'05"	23.26'	N 29°08'41" W	23.26'
C3	1975.00'	01°23'51"	48.18'	N 63°36'17" E	48.17'

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185
3. According to the Federal Emergency Management Agency, Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.
   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "⌐¬" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. Plat approval is subject to approval of adjacent Maple Farms Boulevard dedication plat.
14. The plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024, and acceptance of Section 2
15. The entire plat for Maple Farms section 3 lies withing BCMUD 90

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	1.050	1.050	–	–	1.050	-0.450
SEC 2	107	1.981	1.180	1.180	–	–	1.180	-0.801
SEC 3	103	1.907	2.050	2.050	–	–	2.050	0.143
SEC 4	122	2.259	0.450	0.450	–	–	0.450	-1.809
ST.DED	–	–	3.29	3.29	44.51	22.255	25.545	22.237
TOTAL	413	7.648	7.630	7.630	44.51	22.255	29.885	

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA
SEC 4
BEING 24.4 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING 122 LOTS (50'X 120' TYP.) AND FIVE RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

REV: OCTOBER 2, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Wednesday, October 8, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Water Plant Preliminary Plat
Letter of Recommendation to Approve - Updated
COIC Project No. 6796
ALLC Project No. 710-25-002-038

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Wynserra Water Plant Preliminary Plat, received on or about October 2, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on October 2, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, October 13, 2025, for consideration at the October 20, 2025, City Council meeting.

Should you have any questions, please do not hesitate to call our office.

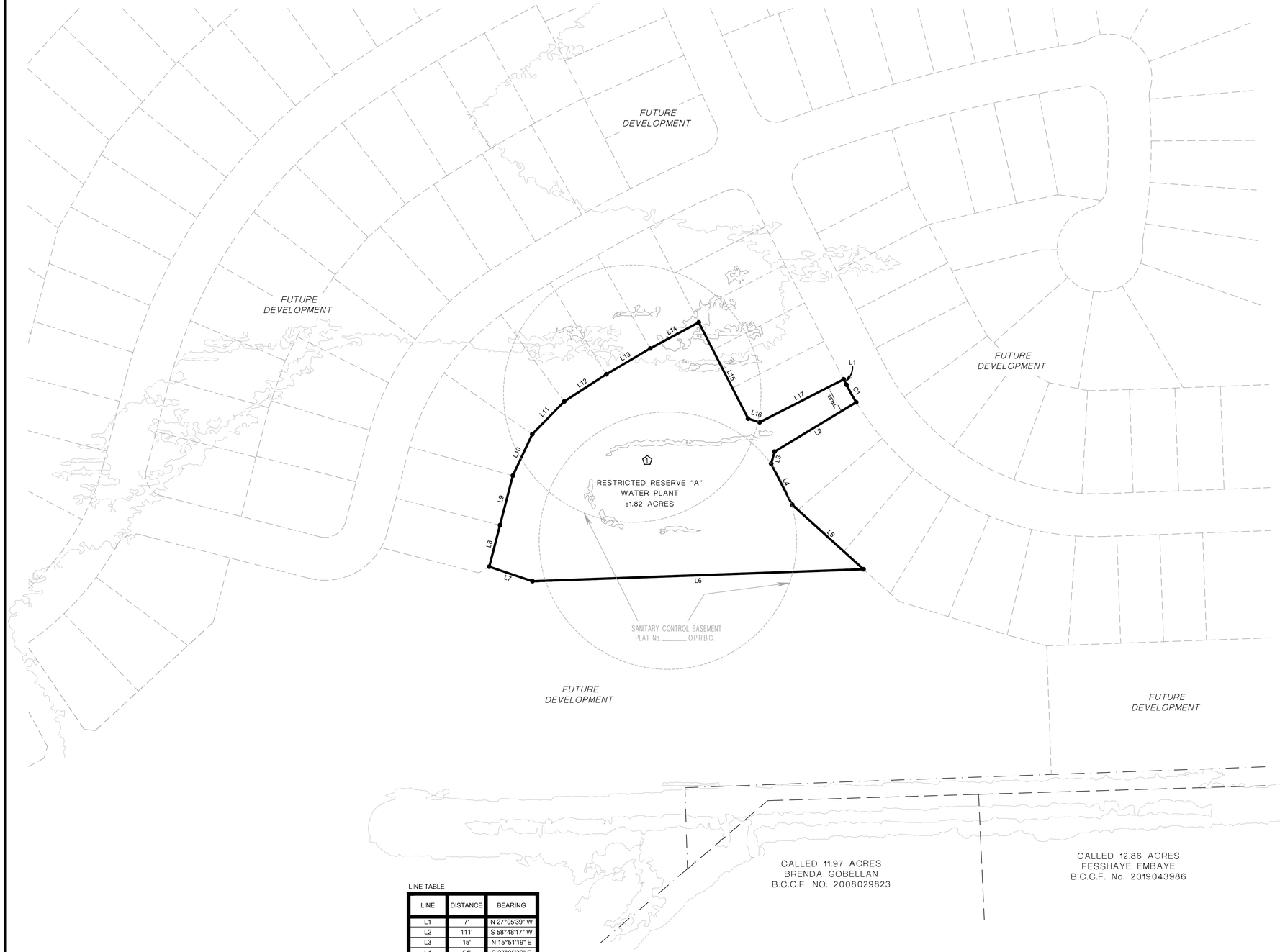
Sincerely,
Adico, LLC

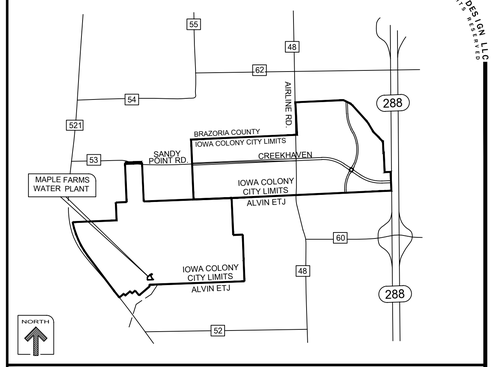
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-038

APPROVED, ADICO, LLC, 10082025

META PLANNING + DESIGN LLC
© 2025, ALL RIGHTS RESERVED





Vicinity Map (not to scale)

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.

4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "↵" indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.

6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.

7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.

8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.

11. Drainage plans to be provided prior to final plat submittal.

12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.

13. Plat approval is subject to approval of adjacent Maple Farms Boulevard dedication plat.

14. The plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.

15. The entire plat for Maple Farms Waste Water Treatment Plant lies within BCMUD 90

LINE TABLE

LINE	DISTANCE	BEARING
L1	7'	N 27°05'39" W
L2	111'	S 58°48'17" W
L3	15'	N 15°51'19" E
L4	54'	S 27°05'39" E
L5	112'	S 47°49'49" E
L6	386'	S 87°56'21" W
L7	53'	S 71°24'26" E
L8	50'	S 14°30'00" W
L9	60'	N 14°31'29" E
L10	53'	N 25°07'25" E
L11	53'	S 44°18'43" W
L12	58'	N 57°09'20" E
L13	59'	N 59°27'36" E
L14	64'	N 61°43'37" E
L15	126'	S 27°05'39" E
L16	14'	N 72°05'39" W
L17	110'	N 62°54'21" E

LAND USE TABLE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	±1.82	±79,410	WATER PLANT
	±1.82	±79,410	TOTAL

CURVE TABLE

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	325'	04°06'05"	23'	N 29°08'41" W	23'

TOTAL LOT SIZE COUNT

SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	96	–
SEC 4	–	–	131	–	–	–
TOTAL	109	–	212	–	96	–

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA WATER PLANT

BEING ±1.82 ACRES OF LAND

OUT of the
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING ONE RESERVE IN ONE BLOCK

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W. GRAND PARKWAY N SUITE 150
KATY, TEXAS 77449
(832) 913 - 4000

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 60'
0 60 120

SEPTEMBER 11, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Monday, September 15, 2025

Sean Conley
Conley Land Services, LLC
11003 Buttonwood Creek Trail
Tomball, TX 77375
sean@conleyland.com

Re: The Market at Creekhaven North Final Plat
Letter of Recommendation to Approve
COIC Project No. 5677
ALLC Project No. 710-25-002-003

Dear Mr. Conley:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of The Market at Creekhaven North Final Plat, received on or about September 11, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 11, 2025. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 30, 2025, for consideration at the October 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-003

APPROVED, ADICO, LLC, 09152025

STATE OF TEXAS

COUNTY OF BRAZORIA

WE, MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH PARVEZ MERCHANT, MANAGING MEMBER, AND MOUNANG DESAI, MANAGING MEMBER, OWNERS OF THE 6.435 ACRES OF LAND DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF THE MARKET AT CREEKHAVEN NORTH, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LIENS, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, MH CREEKHAVEN, LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF THE MARKET AT CREEKHAVEN NORTH, HAVE COMPLIED WITH, OR WILL COMPLY WITH, THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

IN TESTIMONY WHEREOF, THE MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY PARVEZ MERCHANT, MANAGING MEMBER, AND MOUNANG DESAI, MANAGING MEMBER, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS _____ DAY OF _____, 20_____.

MH CREEKHAVEN , LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PARVEZ MERCHANT, MANAGING MEMBER

BY: _____
MOUNANG DESAI, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PARVEZ MERCHANT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 202____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MOUNANG DESAI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 202____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
WIL KENNEDY, MAYOR	DAVID HURST, CHAIRMAN PLANNING AND ZONING COMMISSION
NIKKI BROOKS, COUNCIL MEMBER	LES HOSEY PLANNING AND ZONING COMMISSION MEMBER
ARNETTA HICKS-MURRAY, COUNCIL MEMBER	BRENDA DILLON PLANNING AND ZONING COMMISSION MEMBER
MARQUETTE GREENE-SCOTT, COUNCIL MEMBER	BRIAN JOHNSON PLANNING AND ZONING COMMISSION MEMBER
TIMOTHY VARLACK, COUNCIL MEMBER	TERRY HAYES PLANNING AND ZONING COMMISSION MEMBER
SYDNEY HARGRODER, COUNCIL MEMBER	ROBERT WALL PLANNING AND ZONING COMMISSION MEMBER
KAREEM BOYCE, COUNCIL MEMBER	DEMOND WOODS PLANNING AND ZONING COMMISSION MEMBER
DINH HO, P.E., CITY ENGINEER	DATE
DATE	

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

LEE WALDEN, P.E. DATE
PRESIDENT

KERRY L. OSBURN DATE
VICE PRESIDENT

BRANDON MIDDLETON DATE
SECRETARY/TREASURER

DINH V. HO, P.E., C.F.M. DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL BEGIN WITHIN 365 CALENDAR DAYS FROM THE DATE SHOWN HEREON. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

I, SEAN CONLEY , AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES, AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET UNLESS OTHERWISE NOTED, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

_____
SEAN CONLEY, RPLS
TEXAS REGISTRATION NO. 6739

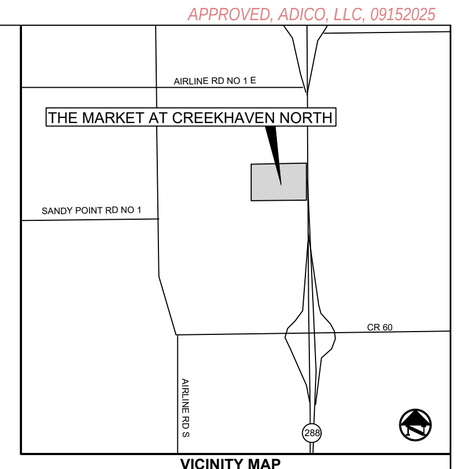
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.75'	488.00'	4°47'02"	S 02°18'37" W	40.73'
C2	63.03'	518.00'	6°58'19"	S 01°12'59" W	62.99'
C3	25.05'	35.00'	41°00'33"	S 67°12'03" W	24.52'
C4	208.44'	1,940.00'	6°09'21"	N 89°13'01" W	208.34'
C5	122.64'	2,080.00'	3°22'41"	S 89°23'40" W	122.62'

LINE	BEARING	DISTANCE
L1	N 02°17'21" W	13.00'
L2	S 04°42'08" W	39.39'
L3	S 87°42'19" W	9.50'
L4	S 87°42'19" W	10.00'
L5	S 02°17'41" E	25.00'
L6	S 87°42'19" W	15.00'
L7	N 02°17'41" W	5.00'

BENCHMARK NOTE

PAM 88 ARP
2" GALVANIZED STEEL PIPE LOCATED AT THE SOUTHEAST CORNER OF A WASTEWATER TREATMENT PLANT HAVING THE ADDRESS 9407 COPPER COVE LN, ROSHARON, TX 77583
ELEV. 63.20 NAVD88

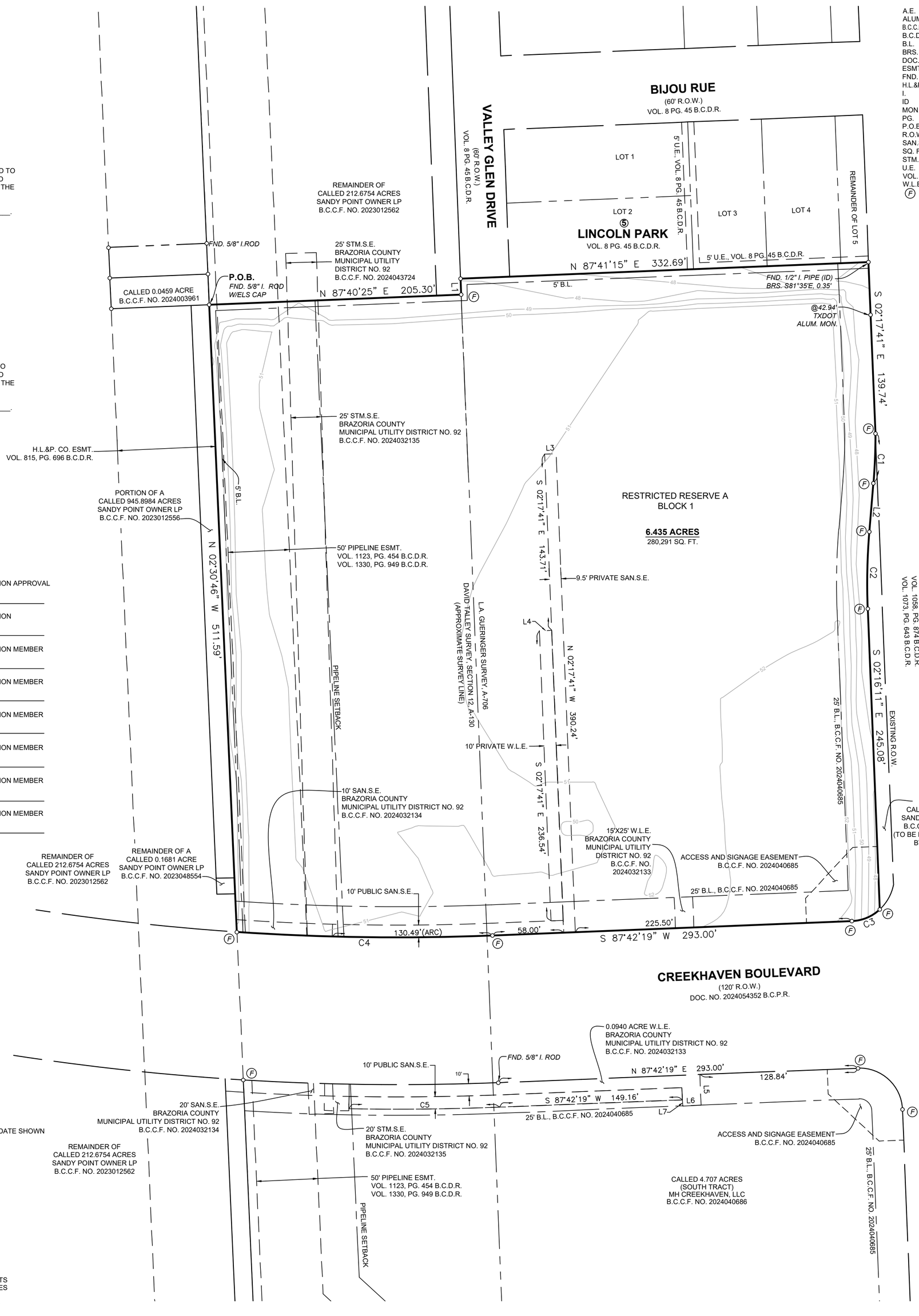
0 50
1"=50'



VICINITY MAP
1" = 4000'

LEGEND

A.E.	AERIAL EASEMENT
ALUM.	ALUMINUM
B.C.C.F. NO.	BRAZORIA COUNTY CLERKS FILE NUMBER
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
B.L.	BUILDING LINE
BRS.	BEARS
DOC.	DOCUMENT
ESMT.	EASEMENT
FND.	FOUND
H.L.&P. CO.	HOUSTON LIGHTING AND POWER COMPANY
I.	IRON
ID	INSIDE DIAMETER
MON.	MONUMENT
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SAN.S.E.	SANITARY SEWER EASEMENT
SQ. FT.	SQUARE FEET
STM.S.E.	STORM SEWER EASEMENT
U.E.	UTILITY EASEMENT
VOL.	VOLUME
W.L.E.	WATER LINE EASEMENT
(F)	FND. 5/8" I. ROD W/ELS CAP



NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.
2. ALL BOUNDARY CORNERS FOR THE PLAT SHOWN HEREON ARE FOUND 5/8-INCH IRON RODS WITH CAP STAMPED "ELS" UNLESS OTHERWISE NOTED.
3. THE PROPERTY SUBDIVIDED IN THIS FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 92 AND BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5.
4. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM SEWER DRAINAGE IMPROVEMENTS IF ANY AND WHICH MAY INCLUDE DETENTION HAVE BEEN CONSTRUCTED.
5. THIS PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY CITY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY CITY COUNCIL.
6. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
7. THIS PLAT IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS RECORDED UNDER B.C.C.F. NOS. 2024003961 AND 2024040685.
8. SURVEYED PROPERTY LIES IN UNSHADED ZONE X (AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOOD) ACCORDING TO FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY UNINCORPORATED AREAS, MAP NUMBER 48039C0120K, DATED EFFECTIVE 12/30/2020.
9. THE DEVELOPER/HOMEOWNERS ASSOCIATION/MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR MAINTENANCE OF OIL RESTRICTED RESERVES.
10. PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS.
11. CONTOUR LINES SHOWN HEREON ARE BASED ON GPS OBSERVATION AND REFERENCED TO NGS BENCHMARK PAM 88 ARP BEING NOTED HEREON.
12. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND HINES ACQUISITIONS, LLC.

DESCRIPTION OF 6.435 ACRES OF LAND
SITUATED IN THE
DAVID TALLEY SURVEY, SECTION 12, ABSTRACT NO. 130
AND THE L.A. GUERINGER SURVEY, ABSTRACT NO. 706
CITY OF IOWA COLONY
BRAZORIA COUNTY, TEXAS

BEING 6.435 ACRES (280,291 SQUARE FEET) OF LAND SITUATED IN THE DAVID TALLEY SURVEY, SECTION 12, SURVEY, ABSTRACT NO. 130 AND THE L.A. GUERINGER SURVEY, ABSTRACT 706, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS, BEING ALL OF A CALLED 6.435 ACRE TRACT OF LAND, DESIGNATED NORTH TRACT, DESCRIBED IN AN INSTRUMENT TO MH CREEKHAVEN, LLC RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2024040686, SAID 6.435 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM ON 1983, SOUTH CENTRAL ZONE:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE NORTHWEST CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE SOUTHEAST CORNER OF A CALLED 0.0459 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT RECORDED UNDER B.C.C.F. NO. 2024003961;

THENCE, N 87°40'25" E, A DISTANCE OF 205.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, N 02°17'21" W, A DISTANCE OF 13.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "CONLEY RPLS 6739" SET FOR CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF LINCOLN PARK, A SUBDIVISION PER SUBDIVISION PLAT RECORDED UNDER VOLUME 8, PAGE 45 OF THE BRAZORIA COUNTY DEED RECORDS;

THENCE, N 87°41'15" E, A DISTANCE OF 332.69 FEET WITH THE SOUTH LINE OF SAID LINCOLN PARK TO A POINT FOR THE NORTHEAST CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, LYING ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 (420 FEET WIDE) AS RECORDED UNDER VOLUME 1057, PAGE 910, VOLUME 1058, PAGE 874 AND VOLUME 1073, PAGE 643, ALL OF THE BRAZORIA COUNTY DEED RECORDS, FROM WHICH A 1/2-INCH IRON PIPE (INSIDE DIAMETER) FOUND FOR REFERENCE BEARS S 81°35' E, A DISTANCE OF 0.35 OF ONE FOOT;

THENCE, S 02°17'41" E, WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 288, AT A DISTANCE OF 42.94 FEET PASSING AN ALUMINUM TXDOT MONUMENT FOUND FOR REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 139.74 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE AND WITH A CURVE TO THE RIGHT, AN ARC LENGTH OF 40.75 FEET, HAVING A RADIUS OF 488.00 FEET, A CENTRAL ANGLE OF 04°47'02", AND A CHORD BEARING S 02°18'37" W, A DISTANCE OF 40.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR POINT OF TANGENCY;

THENCE, S 04°42'08" W, A DISTANCE OF 39.39 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 63.03 FEET, HAVING A RADIUS OF 518.00 FEET, A CENTRAL ANGLE OF 06°58'19", AND A CHORD BEARING S 01°12'59" W, A DISTANCE OF 62.99 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR POINT OF TANGENCY;

THENCE, S 02°16'11" E, A DISTANCE OF 245.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE SOUTHEAST CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH ITS CENTER BEARS N 43°18'13" W, 35.00 FEET;

THENCE, WITH A CURVE TO THE RIGHT, AN ARC LENGTH OF 25.05 FEET, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 41°00'33", AND A CHORD BEARING S 67°12'03" W, A DISTANCE OF 24.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR POINT OF TANGENCY;

THENCE, S 87°42'19" W, A DISTANCE OF 293.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 208.44 FEET, HAVING A RADIUS OF 1,940.00 FEET, A CENTRAL ANGLE OF 06°09'21", AND A CHORD BEARING N 89°13'01" W, A DISTANCE OF 208.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE SOUTHWEST CORNER OF SAID 6.435 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, N 02°30'46" W, A DISTANCE OF 511.59 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 6.435 ACRES OR 280,291 SQUARE FEET OF LAND.

FINAL PLAT OF
THE MARKET AT CREEKHAVEN NORTH
BEING A SUBDIVISION OF 6.435 ACRES OF LAND
SITUATED IN THE
DAVID TALLEY SURVEY SURVEY, SECTION 12, ABSTRACT 130
AND L.A. GUERINGER SURVEY ABSTRACT 706
CITY OF IOWA COLONY
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER
MH CREEKHAVEN, LLC,
A TEXAS LIMITED LIABILITY COMPANY
5400 POINTE W. CIRCLE
RICHMOND, TX 77469

ENGINEER

..\..\LOGOS\ALJ.png

18635 N. ELDRIDGE PARKWAY, SUITE 200
TOMBALL, TX 77377

SURVEYOR

CONLEY LAND SERVICES, LLC

18635 N. ELDRIDGE PARKWAY, SUITE 101
TOMBALL, TX 77377
TEL. (832) 729-4997
CONLEYLAND.COM
TBPELS FIRM NO. 10194732

JOB NO. 24.0087

ADICO
CONSULTING ENGINEERS

Monday, September 29, 2025

Charles Dorval
Waterloo Surveyors, LLC
2208 W. Anderson Lane
Austin, TX 78757-1224
cdorval@waterloosurveyors.com

Re: El Alaniz Addition Section 2 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6907
ALLC Project No. 710-25-002-042

Dear Mr. Dorval:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the fourth submittal of the El Alaniz Addition Section 2 Preliminary Plat, received on or about September 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on September 29, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, October 1, 2025, for consideration at the October 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Natasha Brooks
File: 710-25-002-042

STATE OF TEXAS:
COUNTY OF BRAZORIA:

I, ELVA ALANIZ, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF EL ALANIZ ADDITION, SECTION 2, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS SHOWN HEREON, AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND OCCASIONED BY THE ESTABLISHMENT OF GRADES, AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED, AS PER THE CITYLOCAL GOVERNMENT CODE CHAPTER 212.047)

WITNESS MY HAND IN IOWA COLONY, BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF _____, 202___.

_____
ELVA ALANIZ
11615 COUNTY ROAD 65
IOWA COLONY, TEXAS 77583

State of Texas:
County of Brazoria:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ELVA ALANIZ, KNOWN TO BE THE PERSON OR AGENTS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____ , 202___, A.D., NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

NOTARY: _____ PRINT OR STAMP NAME HERE _____ MY COMMISSION EXPIRES

State of Texas:
County of Brazoria:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, KNOWN TO BE THE PERSON OR AGENTS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____ , 202___, A.D., NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

NOTARY: _____ PRINT OR STAMP NAME HERE _____ MY COMMISSION EXPIRES

State of Texas:
County of Brazoria:

I, JOYCE HUDMAN, CLERK OF BRAZORIA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF_____, 202__, A.D. AT _____O'CLOCK ____M., DULY RECORDED ON THE ___ DAY OF _____, 202____ A.D. AT _____ O'CLOCK___M., IN SAID COUNTY AND STATE IN DOCUMENT NO._____ OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS

_____
BY DEPUTY

State of Texas:
County of Brazoria:

THIS IS TO CERTIFY THAT I, _____, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HAVE REVIEWED THE ABOVE SUBDIVISION AND DETERMINED THAT THE PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT. THE PROPERTY IS IN THE 2% ANNUAL CHANCE FLOOD HAZARD ZONE, ACCORDING TO FIRM NO. 48039C0120K FOR THE CITY OF IOWA COLONY AND BRAZORIA COUNTY UNINCORPORATED AREAS, DATED DECEMBER 30, 2020.

_____
ENGINEER

STATE REGISTRATION PE NO. _____

NOTES:

1. MONUMENTS SET AT EXTERIOR BOUNDARY MARKERS ARE TO BE 5/8" IRON RODS, ENCASED IN CONCRETE FOR A DEPTH OF 18 INCHES.
2. ALL MONUMENTS WILL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR CAPS AS INDICATED.
3. THIS SUBDIVISION CONTAINS ONE OR MORE PRIVATE STREETS/ROADS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY AS PUBLIC RIGHTS-OF-WAY. IOWA COLONY HAS NO OBLIGATION TO MAINTAIN OR IMPROVE ANY PRIVATE STREETS WITHIN THE SUBDIVISION.
4. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
5. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
6. SIDEWALKS, A MINIMUM OF FOUR(4) FEET WIDE SHALL BE REQUIRED ALONG ALL STREETS, WHEN THE ROW IS IMPROVED, AND SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
7. THE SUBDIVISION IS WITHIN THE BRAZORIA COUNTY DRAINAGE DISTRICT #5.
8. THE OWNERS WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
9. THE OWNERS WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
10. THE PROPERTY SHOWN HEREON IS IN THE 2% ANNUAL CHANCE FLOOD HAZARD ZONE ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 48039C0120K FOR THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS, DATED DECEMBER 30, 2020.
11. THE PIPELINE EASEMENTS SHOWN HEREON ARE RECORDED UNDER VOLUME 622, PAGE 105, VOLUME 656, PAGE 427, VOLUME 657, PAGE 28, AND VOLUME 658, PAGE 204, OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS AND DEDICATED TO TENNESSEE GAS TRANSMISSION COMPANY, SAID DOCUMENTS DO NOT DESCRIBE THE PIPELINE EASEMENT AREA. THE PIPELINE EASEMENT LOCATIONS DEPICTED HEREON ARE BASED ON THE DISTANCE TIES ACCORDING TO THE FINAL PLAT OF TIRADO ALBARRAN PLACE, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, RECORDED DOCUMENT NO. 2019003977, OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS.

State of Texas:
County of Brazoria:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5, BRAZORIA COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 202__, A.D.

_____ _____
LEE WALDEN, P.E. DATE
PRESIDENT BCDD #5

_____ _____
LEE WALDEN DATE
VICE PRESIDENT BCDD #5

_____ _____
BRANDON MIDDLETON DATE
SECRETARY/TREASURER BCDD #5

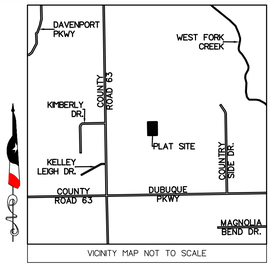
_____ _____
DINH V. HO, P.E. DATE
DISTRICT ENGINEER BCDD #5

THIS IS TO CERTIFY THAT I, KARL E. ATKINS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

_____ _____
KARL E. ATKINS RPLS DATE

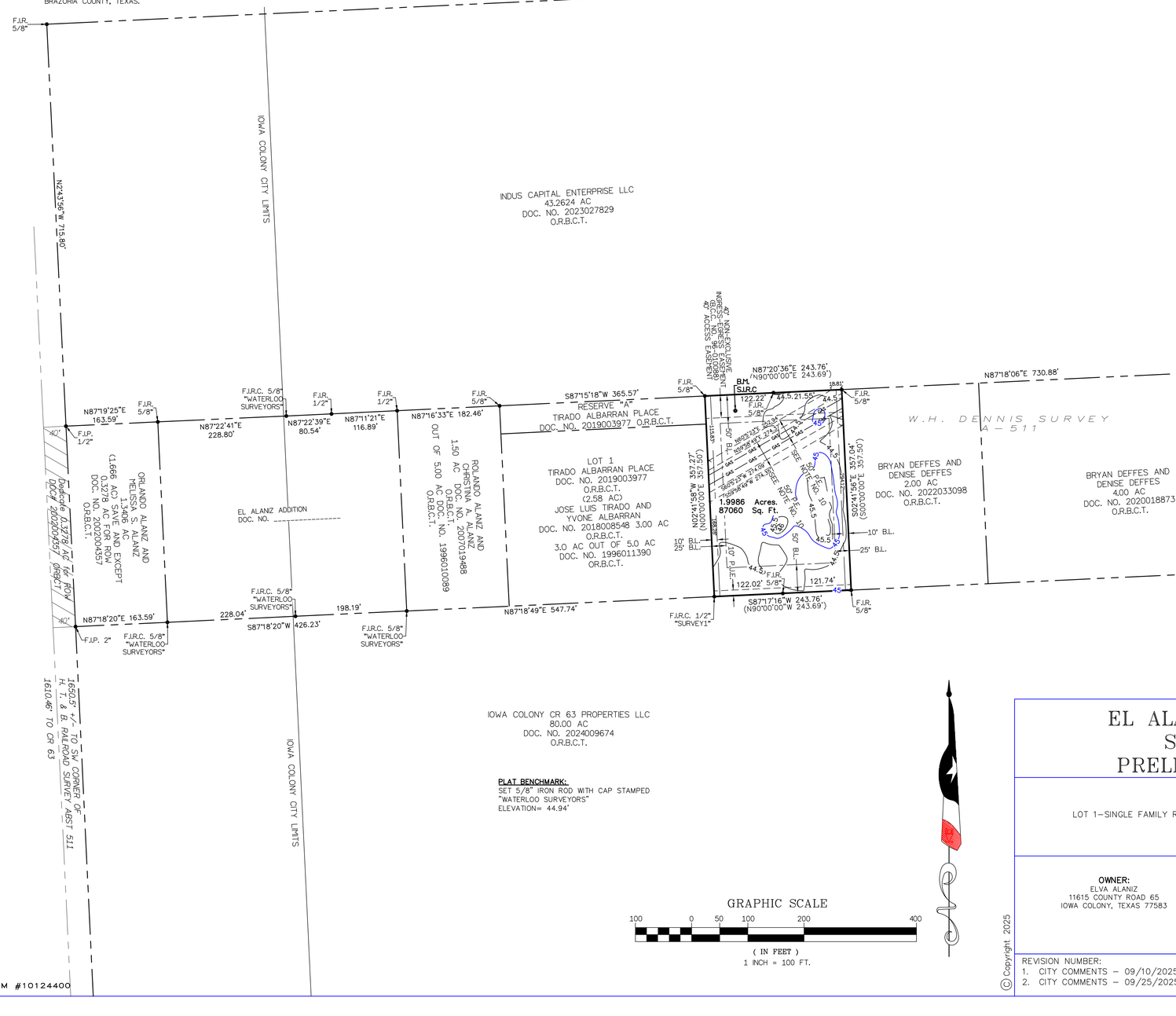
STATE REGISTRATION NO. 4618.
WATERLOO SURVEYORS LLC
15511 HWY 71 W STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602



VICINITY MAP NOT TO SCALE

LEGEND

RECORD CALL	( )
BENCHMARK	B.M.
BUILDING SETBACK LINE	B.L.
FOUND IRON PIPE	F.I.P.
FOUND IRON ROD	F.I.R.
FOUND IRON ROD WITH CAP	F.I.R.C.
OFFICIAL RECORDS BRAZORIA COUNTY TEXAS	O.R.B.C.T.
PUBLIC UTILITY EASEMENT	P.U.E.
RIGHT-OF-WAY	R.O.W.
ADJOINER	
BUILDING SET BACK	
EASEMENT	
GAS PIPELINE	GAS GAS GAS GAS
PLAT BOUNDARY	



PLAT BENCHMARK:
SET 5/8" IRON ROD WITH CAP STAMPED "WATERLOO SURVEYORS"
ELEVATION= 44.94'

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 INCH = 100 FT.

EL ALANIZ ADDITION SECTION 2 PRELIMINARY PLAT

BLOCK A
LOT 1–SINGLE FAMILY RESIDENTIAL 1.9986 ACRES (87060 SQ. FT.)

OWNER:
ELVA ALANIZ
11615 COUNTY ROAD 65
IOWA COLONY, TEXAS 77583

WATERLOO SURVEYORS
PO BOX 160176
AUSTIN, TEXAS 78716-0176
Phone: 512-481-9602
www.waterloosurveyors.com
T.B.P.L.S. FIRM#10124400
Job #: H5188P
DRAWN BY: CD
PREPARED: 08/11/2025
SUBMITTED: 09/29/2025

REVISION NUMBER:
1. CITY COMMENTS – 09/10/2025
2. CITY COMMENTS – 09/25/2025
3. CITY COMMENTS – 9/29/2025

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ADICO
CONSULTING ENGINEERS

Monday, September 29, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Detention Reserve D Final Plat
Letter of Recommendation to Approve
COIC Project No. 6440
Adico, LLC Project No. 710-25-002-019

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Ellwood Detention Reserve D Final Plat received on or about September 29, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 29, 2025. Please provide to Kayleen Rosser, City Secretary, two (2) sets of mylars and ten (10) prints of the plat by no later than Wednesday, October 1, 2025, for consideration at the October 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-019

APPROVED, ADICO, LLC, 09292025

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limitied liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD DETENTION RESERVE "D", do hereby make subdivision of said property for and on behalf of said KLLB AIV LLC, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVE "D" where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'–6") for ten feet (10'–0") perimeter easements or seven feet, six inches (7'–6") for fourteen feet (14'–0") perimeter easements or five feet, six inches (5'–6") for sixteen feet (16'–0") perimeter easements from a plane sixteen feet (16'–0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'–6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'–0") for ten feet (10'–0") back–to–back easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back easements, from a plane sixteen feet (16'–0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this ___, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware Limited Liability Company

BY: _____

Print Name: Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____

Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____

Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Nikki Brooks, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Brian Johnson
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

_____ _____
Lee Walden, P.E., Date
President

_____ _____
Brandon Middleton Date
Secretary/Treasurer

_____ _____
Kerry L. Osburn Date
Vice President

_____ _____
Dinh V. Ho, P.E. Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCCDD 5 ID# 702–25–002–006

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N & 692S

METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVE "D"
BEING A 13.87 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 13.87 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOTS 468, 469, 471, 472, 474 AND 475 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 13.87 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 1,453.28 feet to point for corner;

THENCE, North 87°14'10" East, for a distance of 246.86 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 62°27'14" East, for a distance of 80.04 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, South 76°38'44" East, for a distance of 719.35 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

3) THENCE, South 01°39'41" East, for a distance of 67.65 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

4) THENCE, South 24°52'36" West, for a distance of 891.80 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

5) THENCE, South 01°36'59" East, for a distance of 98.67 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

6) THENCE, South 87°03'07" West, for a distance of 340.28 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;
.

7) THENCE, North 02°54'07" West, for a distance of 1,197.50 feet to the POINT OF BEGINNING and containing 13.87 acres of land.

FINAL PLAT
ELLWOOD DETENTION RESERVE "D"

BEING A SUBDIVISION OF 13.87 ACRES OUT OF THE W. H. DENNIS SURVEY, A–512, AND BEING OUT OF LOTS 468, 469, 471 , 472, 474 AND 475 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)–753–8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW. EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

JOB NO. 221–022–201

E4626

E4626

E4626

APPROVED ADICO LLC 09292025

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

3. A- indicates Abstract
   AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. NO. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   C.I.R. indicates Capped Iron Rod
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

8. All water and wastewater facilities shall conform to the city's design criteria.

9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the property lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile), and a portion of the subject property shown hereon lies within unshaded "Zone X" (areas of minimal flood hazard).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

11. This plat is subject to an old Roadway Easement not being shown inside of the boundary of this plat recorded under Volume 819, Page 416 of the Brazoria County Deed Records. All existing road rights-of-ways or roadway easements crossing through this tract are to be released and abandoned by this plat.

12. This plat is subject to a 40' Road not being shown inside of the boundary of this plat recorded under Volume 2, Page 113 of the Brazoria County Plat Records. All existing road rights-of-ways or roadway easements crossing through this tract are to be released and abandoned by this plat.

13. Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure pipeline distribution system pipeline as defined herein.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

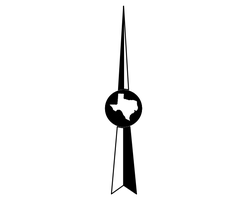


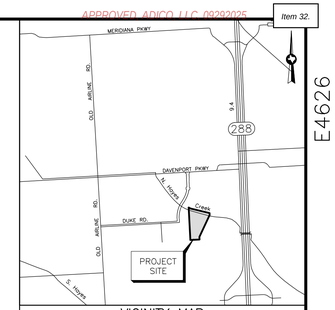
PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES "A" AND "B"	1.66 AC.
ELLWOOD DETENTION RESERVE "C"	0.00 AC.
ELLWOOD DETENTION RESERVE "D"	1.13 AC.
ELLWOOD DETENTION RESERVE "E PHASE. 1"	1.11 AC.
ELLWOOD DETENTION RESERVE "F"	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
TOTAL	4.78 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 92 LOTS	1.70 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.





VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N & 692S

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
D	DETENTION, LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	604,072 SQ. FT. / 13.87 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 62°27'14" E	80.04'
L2	S 01°39'41" E	67.65'
L3	S 01°36'59" E	98.67'

FINAL PLAT
ELLWOOD DETENTION RESERVE "D"

BEING A SUBDIVISION OF 13.87 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 468, 469, 471 , 472, 474 AND 475 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1938
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW. EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Monday, September 29, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Detention Reserve "E" Phase I Final Plat
Letter of Recommendation to Approve
COIC Project No. 6442
Adico, LLC Project No. 710-25-002-020

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Ellwood Detention Reserve "E" Phase I Final Plat received on or about September 29, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 29, 2025. Please provide to Kayleen Rosser, City Secretary, two (2) sets of mylars and ten (10) prints of the plat by no later than Wednesday, October 1, 2025, for consideration at the October 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-020

APPROVED, ADICO, LLC, 09292025

STATE OF TEXAS }

COUNTY OF BRAZORIA }

We, KLLB AIV LLC, a Delaware limitied liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD DETENTION RESERVE "E", PHASE 1 do hereby make subdivision of said property for and on behalf of said KLLB AIV, LLC, a Delaware limitied liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVE "E", PHASE 1, where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'–6") for ten feet (10'–0") perimeter easements or seven feet, six inches (7'–6") for fourteen feet (14'–0") perimeter easements or five feet, six inches (5'–6") for sixteen feet (16'–0") perimeter easements from a plane sixteen feet (16'–0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'–6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'–0") for ten feet (10'–0") back–to–back easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back easements, from a plane sixteen feet (16'–0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this ___, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware Limited Liability Company

BY: _____

Print Name: Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA }

COUNTY OF MARICOPA }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

_____
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Nikki Brooks, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Brian Johnson
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

_____ _____
Lee Walden, P.E., Date
President

_____ _____
Brandon Middleton Date
Secretary/Treasurer

_____ _____
Kerry L. Osburn Date
Vice President

_____ _____
Dinh V. Ho, P.E. Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCCDD 5 ID# 702–25–002–007

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N & 692S

METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVE "E" PHASE 1
BEING A 15.47 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 15.47 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOTS 472, 474, 475 AND 478 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 15.47 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 1,693.38 feet to a point for corner;

THENCE, North 87°14'10" East, for a distance of 1,007.02 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set marking the northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 76°38'44" East, for a distance of 501.11 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

2) THENCE, South 65°46'30" East, for a distance of 89.60 feet to a 5/8–inch capped iron rod stamped "BL" found for corner;

3) THENCE, South 02°32'23" East, for a distance of 765.88 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

4) THENCE, South 88°29'45" West, for a distance of 974.85 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

5) THENCE, North 01°36'59" West, for a distance of 66.58 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

6) THENCE, North 24°52'36" East, for a distance of 891.80 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set for corner;

7) THENCE, North 01°39'41" West, for a distance of 67.65 feet to the POINT OF BEGINNING and containing 15.47 acres of land.

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1 BLOCK 2 RESERVES

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)–753–8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

JOB NO. 221–022–201

PATH:R:\2022\221–022–201\DRAWING\PLAT\221022200–PLFP–DET_E BY:JAM DATE:2025–04–07

E4627

E4627

E4627

E4627

APPROVED ADICO LLC 09292025

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

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   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

8. All water and wastewater facilities shall conform to the city's design criteria.

9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within the "Floodway", a portion of the property lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile), and a portion of the subject property shown hereon lies within unshaded "Zone X" (areas of minimal flood hazard).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

11. This plat is subject to an old Roadway Easement not being shown inside of the boundary of this plat recorded under Volume 819, Page 416 of the Brazoria County Deed Records. All existing road rights-of-ways or roadway easements crossing through this tract are to be released and abandoned by this plat.

12. This plat is subject to a 40' Road not being shown inside of the boundary of this plat recorded under Volume 2, Page 113 of the Brazoria County Plat Records. All existing road rights-of-ways or roadway easements crossing through this tract are to be released and abandoned by this plat.

13. Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure pipeline distribution system pipeline as defined herein.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

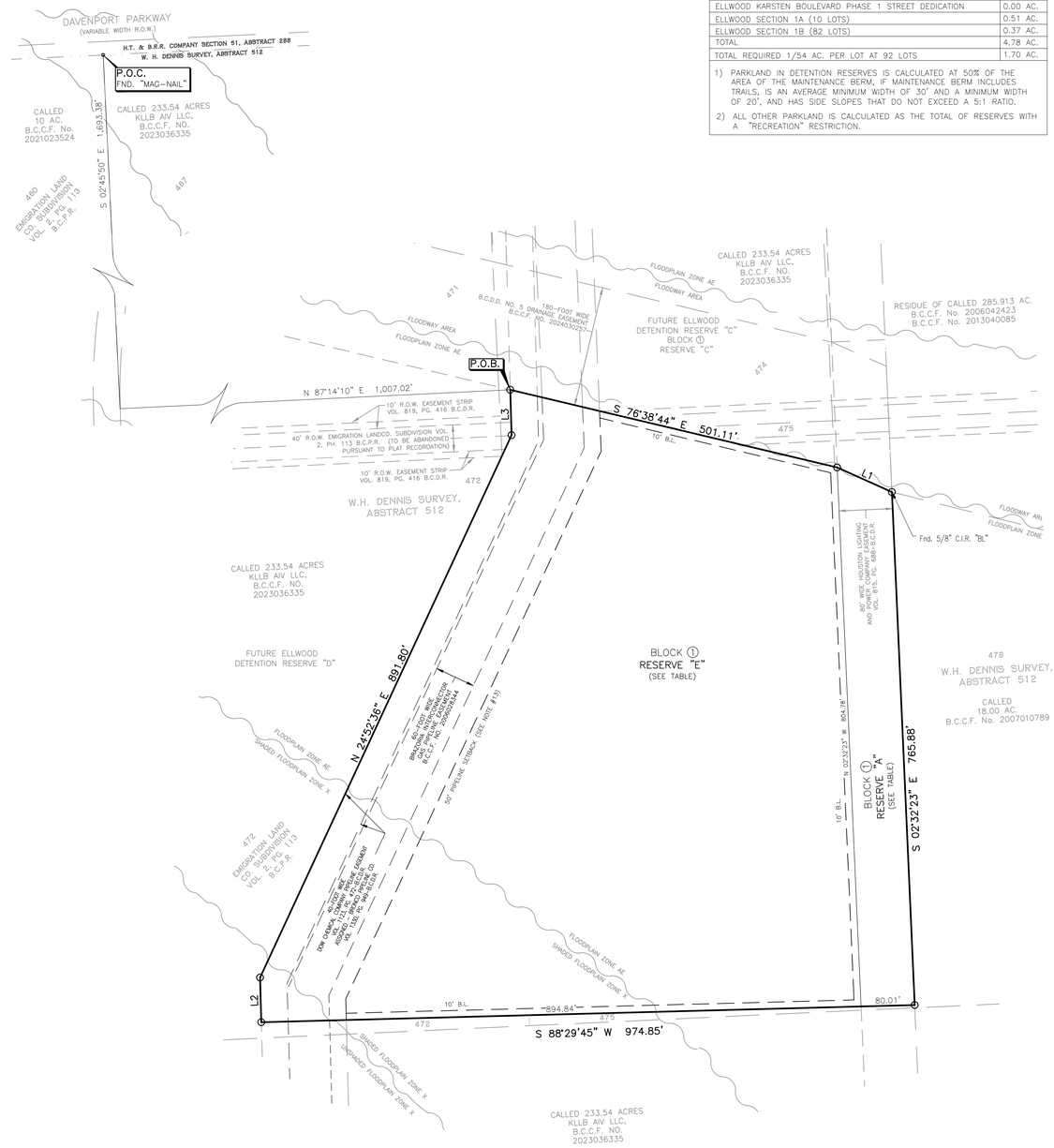
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

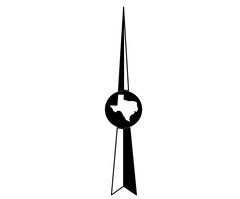


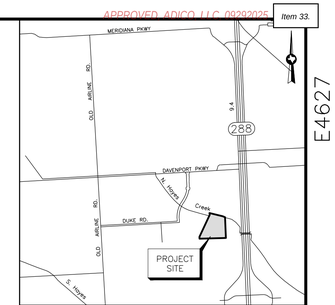
PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.13 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	1.11 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
TOTAL	4.78 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 92 LOTS	1.70 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.





VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N & 692S

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

RESERVE TABLE

RESERVE	RESTRICTED TO	AREA
E	DETENTION, LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	611,208 SQ. FT. / 14.03 ACRES
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	62,826 SQ. FT. / 1.44 ACRES
TOTAL		674,034 SQ. FT. / 15.47 ACRES

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 65°46'30" E	89.60'
L2	N 01°36'59" W	66.58'
L3	N 01°39'41" W	67.65'

FINAL PLAT
ELLWOOD DETENTION RESERVE "E" PHASE 1

BEING A SUBDIVISION OF 15.47 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 472, 474, 475 AND 478 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 2 RESERVES

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Monday, September 29, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Detention Reserve "F" Final Plat
Letter of Recommendation to Approve
COIC Project No. 6443
Adico, LLC Project No. 710-25-002-021

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Ellwood Detention Reserve "F" Final Plat received on or about September 29, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 29, 2025. Please provide to Kayleen Rosser, City Secretary, two (2) sets of mylars and ten (10) prints of the plat by no later than Wednesday, October 1, 2025, for consideration at the October 7, 2025, Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-021

APPROVED, ADICO, LLC, 09292025

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, KLLB AIV LLC, a Delaware limitied liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD DETENTION RESERVE "F", do hereby make subdivision of said property for and on behalf of said KLLB AIV, LLC, a Delaware limitied liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVE "F" where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'–6") for ten feet (10'–0") perimeter easements or seven feet, six inches (7'–6") for fourteen feet (14'–0") perimeter easements or five feet, six inches (5'–6") for sixteen feet (16'–0") perimeter easements from a plane sixteen feet (16'–0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'–6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'–0") for ten feet (10'–0") back–to–back easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back easements, from a plane sixteen feet (16'–0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this ___, day of _____, 2025.

OWNER

KLLB AIV LLC,
a Delaware Limited Liability Company

BY:_____
Print Name: Tricia Tiernan
Title: Authorized Signatory

STATE OF ARIZONA §

COUNTY OF MARICOPA §

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the
State of Arizona
My Notary Commission Expires_____

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five–eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____
Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

_____
Wil Kennedy, Mayor

_____
Nikki Brooks, Council Member

_____
Arnetta Hicks–Murray, Council Member

_____
Marquette Greene–Scott, Council Member

_____
Tim Varlack, Council Member

_____
Sydney Hargroder, Council Member

_____
Kareem Boyce, Council Member

_____
Dinh Ho, P.E., City Engineer

_____
Date

PLANNING AND ZONING COMMISSION APPROVAL

_____
David Hurst, Chairman
Planning and Zoning Commission

_____
Les Hosey
Planning and Zoning Commission Member

_____
Brenda Dillon
Planning and Zoning Commission Member

_____
Brian Johnson
Planning and Zoning Commission Member

_____
Terry Hayes
Planning and Zoning Commission Member

_____
Robert Wall
Planning and Zoning Commission Member

_____
Demond Woods
Planning and Zoning Commission Member

_____
Date

METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVE "F"
BEING A 10.01 ACRE TRACT OF LAND LOCATED IN THE
A.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 10.01 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND ALSO BEING LOT 451 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 10.01 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized survey line between the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 880.00 feet to 1/2–inch iron rod called for and found marking the common corner between Lots 460, 461, 467 and 468 of said Emigration Land Company Subdivision;

THENCE, South 87°18'27" West, along the common line between said 460 and 461 for a distance of 495.22 feet to 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" called for and found for the common corner between said Lots 450, 451, 460 and 461 of said Emigration Land Company Subdivision, and marking the northeasterly corner and the POINT OF BEGINNING of the herein described tract of land from which an iron pipe found for reference bears South 08°02' West, for a distance of 4.12 feet;

1) THENCE, South 02°37'35" East, along the common line between said Lots 451 and 461 for a distance of 879.74 feet to a 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500" set within County Road 758, also known as Duke Road (based on a width of 40 feet by the plat of Emigration Land Co.) and widened by deeds recorded under Volume 819, Page 416 and Vol. 819, Page 409 of the Brazoria County Deed Records, and marking the common southerly corner of said Lot 451 and that certain tract of land described as being 0.5280 acres by deed recorded under B.C.C.F. No. 93–042360 and the common corner of Lots 452 and 462;

2) THENCE, South 87°20'14" West, along the common line between said Lots 451 and 452 within said Duke Road for a distance of 495.33 feet to a mag nail called for and found marking the common southerly corner of said Lot 451 and that certain tract of land described as 1.00 acres by deed recorded under B.C.C.F. No. 2009023116;

3) THENCE, North 02°40'06" West, along the common line between said Lot 451, said 1.00 acre tract and that certain tract of land called 9 acres by deeds recorded under B.C.C.F. Nos. 94–020432 and 00–010571 for a distance of 879.08 feet to a 1/2–inch iron pipe called for and found marking the common corner between said Lots 440, 441, 450 and 451 of said Emigration Land Company Subdivision from which an iron pipe found for reference bears South 83°48' West, for a distance of 6.61 feet ;

4) THENCE, North 87°15'40" East, along the common line between said Lot 451 and 450 for a distance of 495.97 feet to the POINT OF BEGINNING and containing 10.01 acres of land.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

_____
Lee Walden, P.E., Date
President

_____
Brandon Middleton Date
Secretary/Treasurer

_____
Kerry L. Osburn Date
Vice President

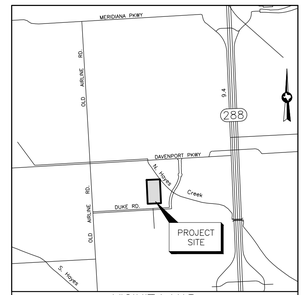
_____
Dinh V. Ho, P.E. Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCCDD 5 ID# 702–25–002–008

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL–ROAD CROSSING, 5–1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT–OF–WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



VICINITY MAP
SCALE: 1"=2,640' KEYMAP 692N

FINAL PLAT
ELLWOOD DETENTION RESERVE "F"

BEING A SUBDIVISION OF 10.01 ACRES OUT OF THE W. H. DENNIS SURVEY, A–512, AND BEING LOT 451 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)–753–8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)–560–6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713–784–4500
WWW.EHRA.TEAM
TBPE No. F–726
TBPELS No. 10092300

JOB NO. 221–022–201

E4628

E4628

E4628

E4628

APPROVED ADICO LLC 09292025

Item 34.

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.

3. A- indicates Abstract
   AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.D.R. indicates Brazoria County Deed Records
   B.C.P.R. NO. indicates Brazoria County Plat Records Number
   B.L. indicates Building Line
   C.I.R. indicates Capped Iron Rod
   CM indicates Controlling Monument
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   U.E. indicates Utility Easement
   VOL. indicates Volume
   (F-M) indicates found Mag-Nail
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.

8. All water and wastewater facilities shall conform to the city's design criteria.

9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.

10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property shown hereon lies within unshaded Zone X (areas of minimal flood hazard).

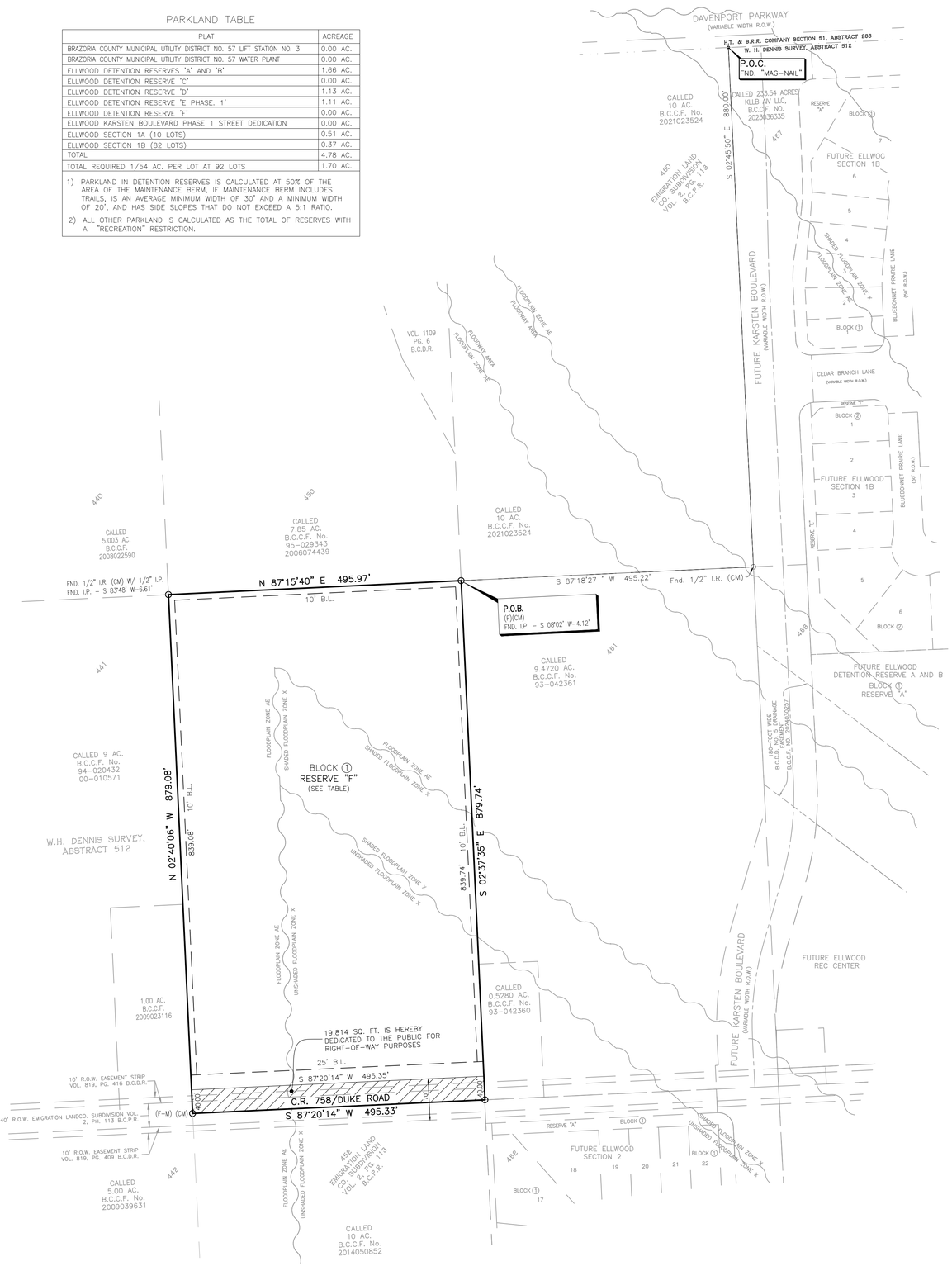
    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

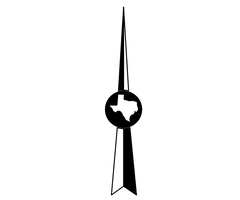
PARKLAND TABLE

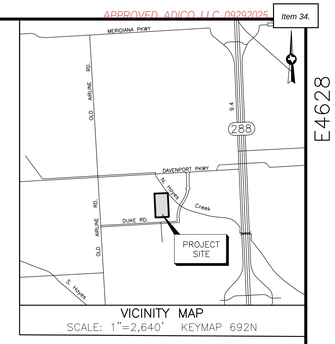
PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES "A" AND "B"	1.66 AC.
ELLWOOD DETENTION RESERVE "C"	0.00 AC.
ELLWOOD DETENTION RESERVE "D"	1.13 AC.
ELLWOOD DETENTION RESERVE "E PHASE, 1"	1.11 AC.
ELLWOOD DETENTION RESERVE "F"	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
TOTAL	4.78 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 92 LOTS	1.70 AC.

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM. IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.

2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.







BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	DETENTION, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	416,063 SQ. FT. / 9.552 ACRES

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

2. All property shall drain into the drainage easement only through an approved drainage structure.

3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).

11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

FINAL PLAT
ELLWOOD DETENTION RESERVE "F"

BEING A SUBDIVISION OF 10.01 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING LOT 451 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

MAY, 2025

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

E4628
E4628

ADICO
CONSULTING ENGINEERS

Tuesday, September 30, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Creekhaven Section 7 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6964
ALLC Project No. 710-25-002-045

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Creekhaven Section 7 Preliminary Plat, received on or about September 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on September 25, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, by no later than Wednesday, October 1, 2025, for consideration to the October 7, 2025, Planning and Zoning agenda.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-045

APPROVED, ADICO, LLC, 09302025

META PLANNING + DESIGN LLC © 2025. ALL RIGHTS RESERVED

PARKLAND BANK

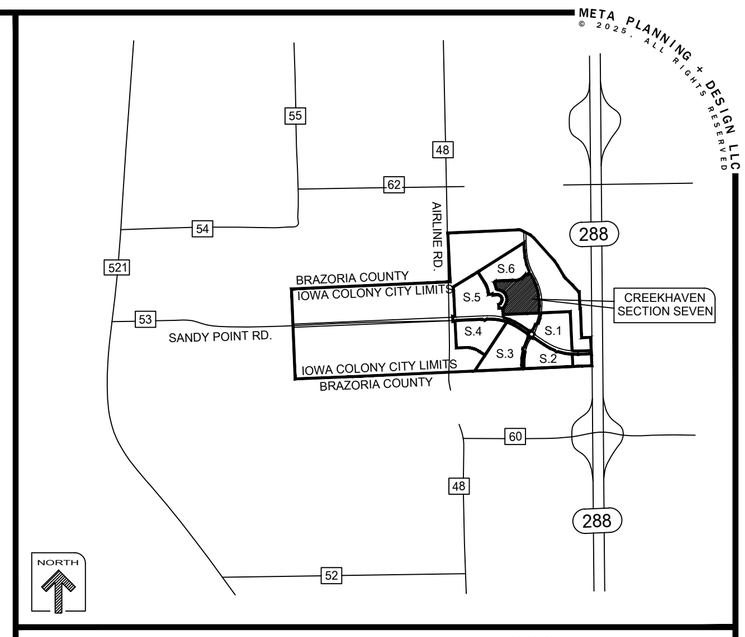
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	169	3.130	3.019	3.019	–	–	3.019	-0.111
SEC 2	111	2.056	2.078	2.078	2.181	1.091	3.798	1.631
SEC 3	124	2.296	2.484	2.484	11.49	5.744	8.228	7.763
SEC 4	185	3.426	5.82	5.82	–	–	5.82	10.157
SEC 5	182	3.370	5.36	5.36	–	–	5.36	12.147
SEC 6	148	2.741	2.54	2.54	–	–	2.54	11.946
SEC 7	44	0.815	4.28	4.28	22.93	11.465	15.745	
TOTAL	963	17.834	24.691	24.691	37.471	18.735	44.046	

TOTAL LOT SIZE COUNT

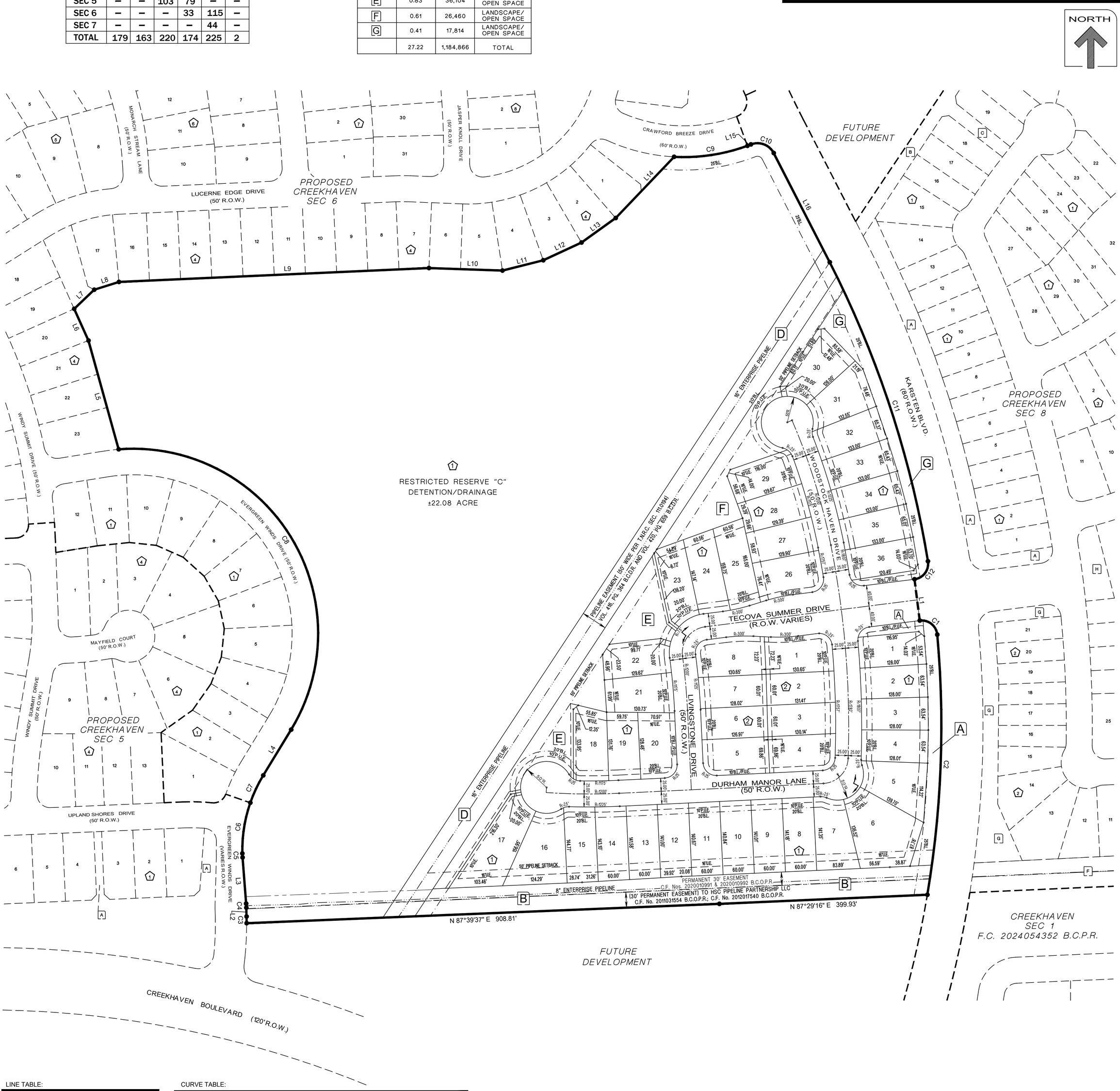
SEC	40'	45'	50'	55'	60'	70'
SEC 1	83	74	6	2	2	2
SEC 2	–	–	111	–	–	–
SEC 3	–	–	–	60	64	–
SEC 4	96	89	–	–	–	–
SEC 5	–	–	103	79	–	–
SEC 6	–	–	–	33	115	–
SEC 7	–	–	–	–	44	–
TOTAL	179	163	220	174	225	2

LAND USE TABLE

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.34	14,862	LANDSCAPE/ OPEN SPACE
B	1.21	52,710	LANDSCAPE/ OPEN SPACE/ UTILITIES
C	22.08	961,656	DRAINAGE/ DETENTION
D	1.73	75,260	PIPLEINE EASEMENT
E	0.83	36,104	LANDSCAPE/ OPEN SPACE
F	0.61	26,460	LANDSCAPE/ OPEN SPACE
G	0.41	17,814	LANDSCAPE/ OPEN SPACE
	27.22	1,184,866	TOTAL



Vicinity Map (1"=4,000')



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 07°13'42" W	80.00'
L2	S 01°25'23" E	16.97'
L3	N 04°23'11" W	88.96'
L4	N 31°21'50" E	102.95'
L5	N 15°30'17" W	216.85'
L6	N 24°13'33" W	66.84'
L7	N 46°18'12" E	53.12'
L8	N 72°29'02" E	49.80'
L9	N 87°25'51" E	596.14'
L10	S 88°01'12" E	141.29'
L11	S 75°49'23" W	80.89'
L12	N 65°06'13" E	80.89'
L13	S 54°23'03" W	80.89'
L14	N 43°39'53" E	162.52'
L15	N 68°26'44" E	7.18'
L16	S 27°08'47" E	235.84'

CURVE TABLE:

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	92°04'43"	48.21'	N 51°11'21" W	43.19'
C2	1960.00'	14°39'38"	501.51'	S 02°10'50" W	500.15'
C3	630.00'	01°10'12"	12.87'	N 00°50'17" W	12.87'
C4	150.00'	02°57'48"	7.76'	S 02°54'17" E	7.76'
C5	150.00'	02°57'48"	7.76'	S 02°54'17" E	7.76'
C6	275.00'	20°39'42"	99.17'	N 08°54'28" E	98.63'
C7	275.00'	12°07'31"	58.20'	S 25°18'04" W	58.09'
C8	355.00'	125°55'05"	780.18'	N 31°35'43" W	632.38'
C9	355.00'	23°07'43"	143.30'	N 81°25'44" E	142.33'
C10	35.00'	84°09'07"	51.41'	N 69°16'45" W	46.91'
C11	1960.00'	17°44'43"	607.04'	S 18°10'47" E	604.62'
C12	30.00'	92°04'43"	48.21'	N 36°43'57" E	43.19'

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "⌒" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
12. The emergency access provided must be 20 feet in width and have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Hines Interests and the City of Iowa Colony dated August 15, 2022.

CREEKHAVEN
SEC 7

BEING 39.0 ACRES OF LAND
CONTAINING 44 LOTS AND SEVEN RESERVES IN TWO BLOCKS.

OUT of THE
DAVID TALLY LEAGUE, A-130
IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:
SPUR CREEKHAVEN DEVELOPMENT, L.P.
2450 FONDERN RD
HOUSTON, TX, 77063

ENGINEER/SURVEYOR:
ELEVATION LAND SOLUTIONS
9709 LAKESIDE BLVD., STE 200,
THE WOODLANDS, TX, 77381
(832)-823-2200
TBPLS FIRM REGISTRATION No. 10194692

PLANNER:
META PLANNING + DESIGN
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

SEPTEMBER 2, 2025

MTA-89001A

ADICO
CONSULTING ENGINEERS

Tuesday, September 30, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Creekhaven Section 8 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6964
ALLC Project No. 710-25-002-046

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Creekhaven Section 8 Preliminary Plat, received on or about September 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on September 25, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, by no later than Wednesday, October 1, 2025, for consideration to the October 7, 2025, Planning and Zoning agenda.

Should you have any questions, please do not hesitate to call our office.

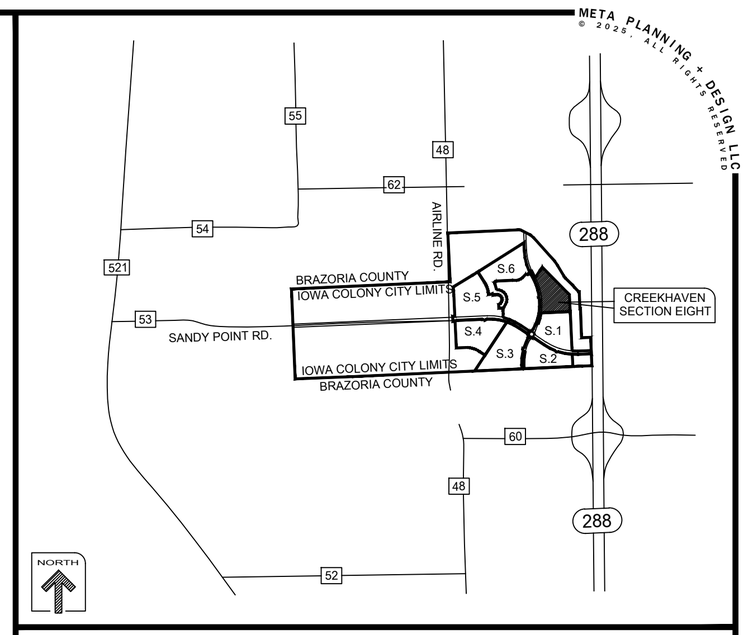
Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

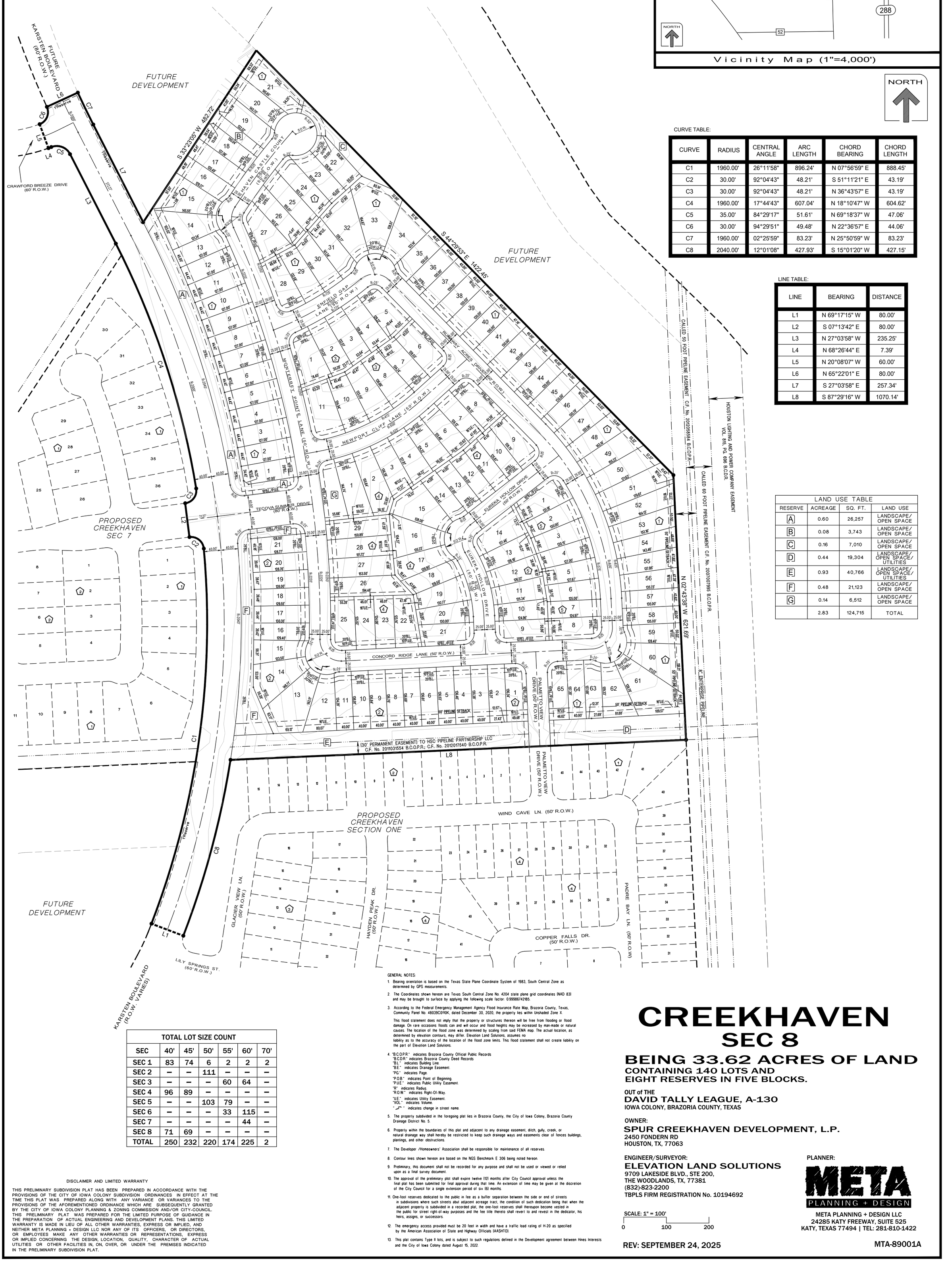
Cc: Kayleen Rosser
File: 710-25-002-046

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	169	3.130	3.019	3.019	–	–	3.019	-0.111
SEC 2	111	2.056	2.078	2.078	2.181	1.091	3.798	1.631
SEC 3	124	2.296	2.484	2.484	11.49	5.744	8.228	7.763
SEC 4	185	3.426	5.82	5.82	–	–	5.82	10.157
SEC 5	182	3.370	5.36	5.36	–	–	5.36	12.147
SEC 6	148	2.741	2.54	2.54	–	–	2.54	11.946
SEC 7	44	0.815	4.28	4.28	22.93	11.465	15.745	
SEC 8	140	2.593	2.83	2.83	–	–	2.83	
TOTAL	1,130	20.427	27.411	27.411	36.601	18.300	47.340	



Vicinity Map (1"=4,000')



CURVE TABLE:

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1960.00'	26°11'58"	896.24'	N 07°56'59" E	888.45'
C2	30.00'	92°04'43"	48.21'	S 51°11'21" E	43.19'
C3	30.00'	92°04'43"	48.21'	N 36°43'57" E	43.19'
C4	1960.00'	17°44'43"	607.04'	N 18°10'47" W	604.62'
C5	35.00'	84°29'17"	51.61'	N 69°18'37" W	47.06'
C6	30.00'	94°29'51"	49.48'	N 22°36'57" E	44.06'
C7	1960.00'	02°25'59"	83.23'	N 25°50'59" W	83.23'
C8	2040.00'	12°01'08"	427.93'	S 15°01'20" W	427.15'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 69°17'15" W	80.00'
L2	S 07°13'42" E	80.00'
L3	N 27°03'58" W	235.25'
L4	N 68°26'44" E	7.39'
L5	N 20°08'07" W	60.00'
L6	N 65°22'01" E	80.00'
L7	S 27°03'58" E	257.34'
L8	S 87°29'16" W	1070.14'

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.60	26,257	LANDSCAPE/ OPEN SPACE
B	0.08	3,743	LANDSCAPE/ OPEN SPACE
C	0.16	7,010	LANDSCAPE/ OPEN SPACE
D	0.44	19,304	LANDSCAPE/ OPEN SPACE/ UTILITIES
E	0.93	40,766	LANDSCAPE/ OPEN SPACE/ UTILITIES
F	0.48	21,123	LANDSCAPE/ OPEN SPACE
G	0.14	6,512	LANDSCAPE/ OPEN SPACE
	2.83	124,715	TOTAL

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	83	74	6	2	2	2
SEC 2	–	–	111	–	–	–
SEC 3	–	–	–	60	64	–
SEC 4	96	89	–	–	–	–
SEC 5	–	–	103	79	–	–
SEC 6	–	–	–	33	115	–
SEC 7	–	–	–	–	44	–
SEC 8	71	69	–	–	–	–
TOTAL	250	232	220	174	225	2

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
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   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
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5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
11. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
12. The emergency access provided must be 20 feet in width and have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Hines Interests and the City of Iowa Colony dated August 15, 2022.

CREEKHAVEN
SEC 8

BEING 33.62 ACRES OF LAND
CONTAINING 140 LOTS AND EIGHT RESERVES IN FIVE BLOCKS.

OUT of THE
DAVID TALLY LEAGUE, A-130
IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:
SPUR CREEKHAVEN DEVELOPMENT, L.P.
2450 FONDERN RD
HOUSTON, TX, 77063

ENGINEER/SURVEYOR:
ELEVATION LAND SOLUTIONS
9709 LAKESIDE BLVD., STE 200,
THE WOODLANDS, TX, 77381
(832)-823-2200
TBPLS FIRM REGISTRATION No. 10194692

SCALE: 1" = 100'
0 100 200

REV: SEPTEMBER 24, 2025

PLANNER:
META PLANNING + DESIGN
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

MTA-89001A

CITY OF IOWA COLONY

City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date: 10/10/2025

Department Making Request: 30 - Public Works

Person Making Request: Jeremy Franks

Item Type: Agreement

Budgeted? YES Cost:

If budgeted, identify account: 10 | 30 | 5319

Short Description:

This agreement establishes a cooperative partnership between the City of Iowa Colony and Brazoria County Road and Bridge Department for assistance with road construction and ditch maintenance projects within the City of Iowa Colony. Under this agreement, Brazoria County will provide labor, equipment, and operational support at no cost to the

Explanation/Justification Details:

The City of Iowa Colony is requesting labor and equipment assistance from Brazoria County Road and Bridge for various road construction overlay projects and ditch maintenance improvements. The request includes up to four (4) project locations focused on roadway resurfacing and ditch digging to improve drainage and extend pavement life within city limits

Requestor Signature:

==========

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the 10/10/2025 Council Agenda.

City Secretary

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Barbara X. Martinez, P.E.
STAFF ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

September 5, 2025

City of Iowa Colony
Office of the Mayor
12003 Iowa Colony Blvd
Iowa Colony, TX 77583

RE: Fiscal Year 2026 Road Project Request

Dear Mayor:

Attached is your FY26 Road Project Request Summary Form. After reviewing the information contained in this letter, please complete and return the enclosed Project Request Summary for Road Construction Overlay Projects **and** Ditch Digging Requests (maximum of four (4) locations) for which you are requesting labor and equipment from Brazoria County Road and Bridge for Fiscal Year 2026. Please do not include the roads from your FY 2025 road project request. Please do not alter the form and add additional lines.

Please return your signed and completed Project Request Summary by

November 15, 2025 by emailing to the following:

engineer-interlocals@brazoriacountytx.gov

FAILURE TO RETURN YOUR SIGNED PROJECT SHEET BY THE DEADLINE CAN POTENTIALLY DELAY YOUR PROJECTS

Ditch Digging Requests must be included in your Project Request Summary **and** must include a map with the requested area highlighted. Drainage design plans are REQUIRED and are the responsibility of the city.

Blanket Interlocal Requests such as pothole patching and culvert sets can be forwarded by written request to engineer-interlocals@brazoriacountytx.gov. **Culverts must be on-site with area** staked. Culvert set requests must include all of the following information in your request:

- Location
- Name and Contact Number (person requesting the work)
- Number of Culverts to be Set
- Diameter of Culverts to be Set

Cities are responsible for all material (road material, patching material, signs, culverts, etc.) and may be purchased through the County's suppliers. Cities will be invoiced for any material depleted from County Road and Bridge inventory. Cities should obtain a Purchase Order directly with the supplier, paying the supplier direct for material costs.

The County Road and Bridge Act authorized Commissioners Court to expend county funds and utilize county equipment to do road and street work within incorporated cities and towns, provided the governing body of the city or town consents ***and it does not interfere with county road and bridge projects.*** Therefore, work under this Interlocal agreement must be initiated by submitting a written request signed by your Mayor to the Engineer's Office. If such work is determined to be a benefit to the County by Commissioners Court, work will be performed as quickly as our Road Superintendent is able to schedule in coordination with other projects and commitments.

If you have any questions, please contact Tricia Simmons at 979.864.1265 or email engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Matt Hanks, PE
County Engineer

City of Iowa Colony
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1					
2					
3					
4					

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor

Date

Recommendation to City Council – FY 2026 Road and Ditch Improvement Projects

The Public Works Department recommends the following road construction and ditch maintenance projects be considered for inclusion in the **FY 2026 Road Project Request** to **Brazoria County Road and Bridge**. Under this collaboration, Brazoria County will provide labor and equipment at no cost to the City, while the City of Iowa Colony will supply all necessary materials.

Recommended Project Locations:

1. **Pursley Blvd.**
    a. *Between Brister Rd. and Dubuque:* Full-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing.
    b. *From Dubuque south to Magnolia Bend Dr. and beyond:* Asphalt overlay only.
2. **Iowa Colony Blvd.**
    a. *North of Dubuque:* Ditches require grading to improve drainage.
    b. *From Cedar Rapids north to Hwy 288:* Partial-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing.
3. **CR 190**
    a. *West to the city limits:* Full-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing.
4. **Ames Rd.**
    a. *North from CR 62:* Partial-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing.

Additional Projects for Future Consideration:

- **CR 62** – West of Ames to the bridge: Partial-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing.
- **Cedar Rapids** – West from Ruth Rd.: Partial-depth reclamation with ARE-68 emulsion stabilization and asphalt resurfacing (pending developer coordination).