



CITY OF IOWA COLONY

CITY COUNCIL MEETING

**Monday, June 10, 2024
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, JUNE 10, 2024** AT 3144 MERIDIANA PKWY, 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.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

- [1.](#) Proclamation declaring Juneteenth
- [2.](#) Presentation of Fourth of July sponsorship awards
- [3.](#) Proclamation recognizing Iowa Colony High School Track Teams State Championships

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.

PUBLIC HEARINGS

4. Hold a public hearing for a sign variance regarding sign height and square footage to a monument sign to be located at 2942 Meridiana Parkway.
5. Hold a public hearing for a sign variance regarding the letter height and overall square footage for wall signs to be located at 2320 Meridiana Parkway.

EXECUTIVE SESSION

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

6. Discuss appointments to the Crime Control and Prevention District Board of Directors.

POST EXECUTIVE SESSION

COUNCIL COMMENTS

STAFF REPORTS

- [7.](#) Building Official/Fire Marshal Monthly Report
- [8.](#) Police Department Monthly Report
- [9.](#) Municipal Court Monthly Report
- [10.](#) Public Works Monthly Report
- [11.](#) City Engineer Monthly Report
- [12.](#) Finance Monthly Reports

ITEMS FOR CONSIDERATION

- 13. Consideration and possible action to appoint a Mayor Pro Tem.
- 14. Consideration and possible action appointing members to the Crime Control and Prevention District Board of Directors.
- [15.](#) Consideration and possible action on a resolution accepting the Fourth of July Donations.
- [16.](#) Consideration and possible action on an ordinance for a sign variance regarding sign height and square footage to a monument sign to be located at 2942 Meridiana Parkway.
- [17.](#) Consideration and possible action on an ordinance for a sign variance regarding the letter height and overall square footage for wall signs to be located at 2320 Meridiana Parkway.
- [18.](#) Consideration and possible action on a development agreement for the Crystal Center Entertainment District at Iowa Colony.

CONSENT ORDINANCES – SECOND READING

Consideration and possible action to approve the following ordinances on second and final reading.

- [19.](#) Consideration and possible action on an ordinance authorizing a natural gas franchise agreement with SiEnergy.

CONSENT AGENDA

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

- [20.](#) Consider approval of the May 13, 2024 City Council meeting minutes.
- [21.](#) Consider approval of the May 13, 2024 City Council worksession minutes.
- [22.](#) Consider approval of Annual Review of the City's Investment Policy.
- [23.](#) Consider approval of Davenport Parkway Phase 1 Storm and Paving Facilities into the One Year Maintenance Period.
- [24.](#) Consider approval of Meridiana Section 35A Storm and Paving Facilities into the One Year Maintenance Period.
- [25.](#) Consider approval of Meridiana Section 35A Water and Sanitary Sewer Facilities into the One Year Maintenance Period.
- [26.](#) Consider approval of Meridiana Section 55B Preliminary Plat.
- [27.](#) Consider approval of Sterling Lakes North Section 7 Final Plat.
- [28.](#) Consider approval of Sterling Lakes North Section 8 Final Plat.

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 November 10, 2022.



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: _____



WHEREAS, Our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, Our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being: “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness”; and

WHEREAS, At 2:00 p.m. on New Year’s Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State “shall be then, thenceforward, and forever free;” and

WHEREAS, The Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million slaves as the Union armies advanced; and

WHEREAS, Hearing of the Proclamation, many slaves escaped to Union lines as the army units moved south; and

WHEREAS, On June 19, 1865, almost 2 ½ years later, Major General Gordon Granger arrived in Galveston, Texas, and announced the end of both the Civil War and slavery, with this announcement:

“The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property, between former masters and slaves and the connection heretofore existing between them, becomes that between employer and hired labor. The Freedmen are advised to remain at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts; and they will not be supported in idleness either there or elsewhere”; and

WHEREAS, Texans began the celebration of Juneteenth in 1866, with community events such as parades, cookouts, prayer gatherings, musical performances and historical cultural readings; some communities purchased land for Juneteenth celebrations, such as Emancipation Park in Houston, Texas; and as freed families emigrated from Texas to other parts of the United States, they carried the Juneteenth celebration with them; and

WHEREAS, Al Edwards, a freshman state representative, put forward the bill, H.B. 1016, in 1979 making Texas the first state to grant this emancipation celebration; and

WHEREAS, On January 1, 1980, Juneteenth became an official Texas state holiday; and

WHEREAS, Since then, 45 other states and the District of Columbia have also declared it an official holiday; and

NOW, THEREFORE, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby declare June 19, 2024, as **JUNETEENTH** in the City of Iowa Colony, Texas, and urge all citizens to become more aware of the significance of this celebration in African American History and in the heritage of our nation and City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 10th day of June, 2024.

Wil Kennedy, Mayor

FourthFest Sponsorships – 2024

Platinum

CenterPoint Energy

Gold

Adico Consulting Engineers

Encore Capital Holdings

Lagoon Development

Maldonado Landscaping

Performance Services

SiEnvironmental

Silver

Creekhaven

PrimeSpot Fuels

SaberPower

Sterling Meridiana 35 GP, LLC

Bronze

ABHR

Clear Channel Outdoor

Coats Rose

EHRA

Gregg & Gregg

Joiner Architects

Kendig Keast Collaborative

Manvel Insurance

Muller Law Group

Next Level Urgent Care

SAFEBuilt/BBG Consulting

True North Emergency
Management



WHEREAS, The Iowa Colony High School track and field teams have demonstrated exceptional skill, athleticism, dedication, heart, and sportsmanship by winning the 4A state championships for both the girls and the boys teams on May 2, 2024; and

WHEREAS, This outstanding achievement has brought pride and recognition to the City of Iowa Colony, its residents, and the entire Alvin Independent School District; and

WHEREAS, The student-athletes, coaches, and supporting staff of Iowa Colony High School have worked tirelessly to reach the pinnacle of success in only the second year of being open; and

WHEREAS, Their victory is a testament to the strength of community, the pursuit of excellence, and the spirit of teamwork that defines Iowa Colony High School; and

WHEREAS, The Pioneers' triumph serves as an inspiration to all students and athletes in Iowa Colony, encouraging them to strive for success in all their endeavors;

NOW, THEREFORE, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby proclaim June 10, 2024 as Iowa Colony High School Track and Field Champions Day in the City of Iowa Colony, and urge all citizens to recognize and celebrate the achievements of these young athletes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 10th day of June, 2024.

Wil Kennedy, Mayor

**MONTHLY REPORT- May 2024**

June 5, 2024

Mayor and Council,

See May 2024, monthly report for Building Department, Code Enforcement/Animal Control, Community Development and Fire Marshal's Office below.

Building Department**Inspections Conducted by BBG-**

Building Inspections-	394
Plumbing Inspections -	519
Mechanical Inspections-	145
Electrical Inspections-	<u>298</u>
Total-	1356

Inspections Conducted by In-House City Personnel

Building Inspections	6
City Ordinance Violations-	7
PD assisted	16
Animal Control Violations-	<u>44</u>
Total-	73

Inspections paid to BBG for May 2023 total of 1106 Inspections- \$24,885.00**May fees paid for Inspection services to BBG Consulting, Inc.:**May 2024, Total Inspections 1356**Total paid to BBG \$30,510.00****Building Department: 54 Plan reviews for construction were conducted.**

3- Building 1- Commercial Build Out 1- Electrical 48- New Residential 1-Pools

Permits Issued:**2023- 129**

Other Permits- 43 New Homes- 56 Civil Projects- 30

2024- 145

Other Permits- 70 New Homes- 62 Civil Projects- 13

Permit Fees Collected:

2023- \$209,868.41

New Homes- \$96,757.98 Other Permit- \$16,352.45 Civil Projects- \$96,757.98

2024- \$260,016.71

New Homes- \$142,713.18 Other Permit- \$18,813.00 Civil Projects- \$98,484.53

Fire Marshals Report/Building Officials Report:

Our New Animal Control Officer Lynn Goodwill started work for the City on May 6,2024. Lynn has come to the city with more than 20 year's experience, she is doing a wonderful job and has already hit the ground running. Lynn has already shared plans to make the Animal Control Office successful.

Thanks,



Albert Cantu,
Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

Item 8.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report May 2024

Offense	April 2024	May 2024
Burglary	1	1
Theft	5	4
Robbery	0	0
Total Index Crimes Reported	6	5
Reports Taken		
Misdemeanor	16	14
Felony	9	9
Charges Filed/Arrests		
Misdemeanor	6	9
Felony	3	1
Outside Agency Warrant Arrest	2	1
Traffic Enforcement		
Citations	447	387
Crash Investigations		
Minor Crashes	18	25
Major Crashes	2	1
Fatality Crashes	0	0
Calls for Service		
Alarms	30	23
Assist Other Agency	11	20
Disturbance	10	19
Other	160	167
Security Checks	264	425
Suspicious Activity/Persons	22	20

Significant Events

- May 5 – Officers conducted a traffic stop in the 3300 block of Meridiana Pkwy for a traffic violation. It was found that the driver of the vehicle had outstanding warrants through Brazoria County. The driver of the vehicle was detained and transported to the Brazoria County Jail.
- May 10 – Officers were dispatched to the 8900 block of Rose Jade Dr in reference to a theft of construction materials. A report was generated and forwarded to investigations.
- May 11 – Officers were dispatched to the 9400 block of Ruby Mist Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- May 12 – Officers were dispatched to the 9900 block of Shimmering Lakes Dr in reference to a disturbance. A report was generated.



IOWA COLONY POLICE DEPARTMENT

Item 8.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

-
- May 12 – Officers were dispatched to the 3600 block of Brook Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - May 14 – Officers were dispatched to the 8900 block of Rose Jade Dr in reference to a theft of construction materials. A report was generated and forwarded to investigations.
 - May 15 – Officers were dispatched to the 5000 block of Matador Ln in reference to a burglary. A report was generated and forwarded to investigations.
 - May 17 – Officers were dispatched to the 9700 block of Blue Sapphire Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - May 19 – Officers conducted a traffic stop in the area of SH 288/Dubuque Pkwy for a traffic violation. After making contact with the driver, he was found to be intoxicated. An arrest was made and a report was generated.
 - May 20 – Officers were dispatched to the 2800 block of Sapphire Hills Dr in reference to a theft of construction materials. A report was generated and forwarded to investigations.
 - May 22 – Officers were dispatched to the 10600 block of Dolce Ln in reference to a disturbance. A report was generated.
 - May 28 – Officers conducted a traffic stop on a vehicle in the 3000 block of Cedar Rapids Pkwy for a traffic violation. During the stop illegal narcotics and a weapon were found in the vehicle. An arrest was made and a report was generated.
 - May 31 – Officers were dispatched to the 2800 block of CR 62 in reference to a disturbance. Upon arrival it was found that an assault had occurred. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 5/1/2024 to 5/31/2024

6/5/2024 8:11

Item 9.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
296	3	1	0	0	300

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$17,955.96	\$28,283.25	\$5,942.30	\$753.30	\$922.79	\$53,857.60

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
40	0	54	14	105	213

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
3	0	3	6

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A	Street SIGNAGE				
1	observation Way @ Meridiana Pkwy	Sign Leaning		Complete	5/21/2024
2	observation Way @ Meridiana Pkwy			Complete	5/21/2024
3	observation Way @ Meridiana Pkwy			Complete	5/21/2024
4	observation Way @ Meridiana Pkwy			Complete	5/21/2024
B.	DEBRIS REMOVAL				
1	Ames Rd @ Cr62	Pick up tire		Completed	16-May
2	Public works	Pick up Tree		Completed	24-May
3	Iowa Colony @ oak Rd	Pick up Tree		Completed	5/24/2024
4	Cedar Rapids	Tree down		Completed	5/28/2024
5	Cedar Rapids	Tree down		Completed	5/28/2024
6	Cedar Rapids	Tree down		Completed	5/28/2024
7	Cedar Rapids	Tree down		Completed	5/28/2024
8	Cedar Rapids	Tree down		Completed	5/28/2024
9	Davenport Pkwy	Tree down		Completed	5/29/2024
C.	MOWING/TREE TRIMMING				
1	Iowa Colony @ oak Rd	Tree down		Completed	5/13/2024
2	Bullard pkwy	Tree down		Completed	5/14/2024
3	PD Building	Mow grass		Completed	5/15/2024
4	Public Works Building	Mow grass		Completed	5/16/2024
5	PD Building	Mow grass		Completed	5/22/2024
6	Public Works Building	Mow grass		Completed	5/23/2024
D	STREET REPAIRS				
1	Pursely Blvd	Potholes	interlocal with the County will be on next meet on the 28th of this month	Completed	5/16/2024
2	Newton Lane @ hubble Dr	Curbs	At 13 different locations	Completed	5/16/2024
3	Carver Dr 9811	Curbs	At 13 different locations	Completed	5/16/2024
4	2430 Davenport pkwy	Curbs	County has it on there next meeting on the 28 of this mo	Completed	5/17/2024
5	CR 48 @ Oak st	Potholes		Completed	5/23/2024
6	CR 48 @ Oak st	Potholes		Completed	5/23/2024
7	CR 48 @ Oak st	Potholes		Completed	5/23/2024
8	CR48 @ 288	Potholes		Completed	5/24/2024
9	CR48 @ 288	Potholes		Completed	5/24/2024
10	CR48 @ 288	Potholes		Completed	5/24/2024
11	CR48 @ 288	Potholes		Completed	5/25/2024
12	CR48 @ 288	Potholes		Completed	5/25/2024
	Ditch Drainage issue				
1	Duke Rd @ Ames	Grade Ditch to city limits	County has it on there next meeting on the 28 of this month	Completed	5/16/2024

2	Cedar Rapids	Culverts replacement		Completed	16-May
3	Duke Rd @ Ames	Cut Ditch	County has it on there next meeting on the 28 of this r	Completed	16-May
4	Ruth Rd	Cut Ditch		Completed	28-May
	Parks				
1	City Park	Trash Pick up	trash at the restroom	Completed	5/13/2024
2	City Park	Grass Cut		Completed	5/13/2024
3	City Park	Trash Pick up		Completed	5/28/2024
	Miscellaneous Works				
1	Parks	sign pick up		Completed	5/13/2024
2	Iowa Colony @ cactus Lane	sign pick up		Completed	5/14/2024
3	Public Works Building	Clean Garage		Completed	22-May
4	Public Works Building	Move Chairs & Desks		Completed	22-May
5	PD Building	Water the Plants		Completed	5/23/2024

MEMORANDUM

Date: June 10, 2024
To: Mayor Wil Kennedy
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – June 2024 Engineer's Report
cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates.
 - Traffic will be switching to the new off and on ramps at Cedar Rapids for both south and northbound lanes on 6/6 (North) and 6/7 (South). This will allow them to finish the crossing.
 - Davenport Parkway West will be closed from 6/6 to 6/16 to perform fast track work at the intersection.
2. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Currently at 70% design phase.
 - ii. Working with pipeline company to verify depths of pipeline under the existing channel. Coordinating with BCDD5 to assist with removing existing rip rap to probe.
 - iii. Currently in environmental review phase, including wetland delineation.
3. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. We are working with Public Management on review of the procurement for this project.
 - ii. Expected to bid in June.
 - 2023 Ames Blvd Extension
 - i. Survey is complete.
 - ii. Working with the County on ROW acquisition. Slow process.
 - iii. Currently under design at 80%.
4. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - Detention Pond O & P – Hardscape – 90% Complete
 - MER Sec 35A – Complete. On agenda for acceptance.
 - B. *STERLING LAKES – LAND TEJAS*
 - 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 – 40% completed Well No.2
 - C. *SIERRA VISTA - LAND TEJAS*
 - Active construction projects
 - Section 10 – Permit issued

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - Baird Blvd Ph 1 – On agenda for one year maintenance period
 - BCMUD 53 Wastewater Treatment Plant Expansion – 70% complete
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - Sierra Vista West Ph II B Excavation and Grading – 95% Complete.
 - Davenport Pkwy Ph 1 – On agenda for one year maintenance period
 - BCMUD 53 Water Plant Expansion – 80% Complete.
 - Ames Blvd. Phase 2 – On agenda for one year maintenance period
 - SVW Civil Site – Amenity Center – Utilities 90%, Paving 85%. Note, this does not include the pool and recreation facilities.

E. STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention – 95% Complete.
 - Sterling Lakes North Lift Station No. 1 – 85% Complete. Awaiting Power
 - Sterling Lakes North Lift Station No. 2 – 75% Complete.
 - Sterling Lakes North Mass Grading Only – 95% Complete.
 - Cedar Rapids Parkway Phase II – 80% Utilities and Paving 85% complete.
 - Sterling Lakes North Sec 7 – 70% utilities complete and 55% paving complete.
 - Sterling Lakes North Sec 8 – 70% utilities complete.
 - Sterling Lakes North (Canterra Creek) Rec Center- Utilities 75% complete
 - Bullard Parkway Ph III- 70% storm complete and 50% paving.

F. CALDWELL CROSSING

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 1 – awaiting closeout docs.
 - BCMUD 87 Detention and Grading Phase 2 – 65% Complete.
 - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
 - Caldwell Crossing Section 2 – 85% Utilities, Paving 75%
 - BCMUD 87 Offsite 8" Force Main & Waterline – 75% Utilities.
 - Caldwell Crossing Section 1 – 85% of Utilities.
 - BCMUD 87 Lift Station No. 2 – 65% complete, awaiting power.
 - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 60% complete
 - BCMUD 87 Detention and Grading Ph 3 – 65% complete
 - Caldwell Ranch Crossing Detention Ph IIB – 65% complete
 - Caldwell Ranch Blvd Ph IIIB – permit pulled.

G. CREEKHAVEN

- Active construction projects:
 - Mass Grading and Detention Ph 1 – 65% complete
 - BCMUD 92 Water Plant No. 1 – 25% complete
 - Creekhaven Sec 1 – 80% utilities, no paving
 - Creekhaven Sec 2 – 25% utilities, no paving
 - Creekhaven Sec 3 – 15% utilities
 - Creekhaven Blvd and Karsten Blvd Ph 1- 10% utilities

H. OTHER CONSTRUCTION PROJECTS

- AISD JHS – Awaiting Final walk.
- Magnolia Bend Sec 2 – 30% complete
- C-Store Break Time – Meridiana Pkwy & Karsten Blvd – Utilities 85% Complete
- Primespot C-Store – 15% complete
- Shops at Meridiana – permit pulled

City of Iowa Colony
Balance Sheet
As of May 31, 2024

6/5/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	4,676,381.17	
	10-1003	First State Bank - Manvel	(3,340.97)	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,290.33	
	10-1006	TexStar CD	2,639,447.15	
	10-1007	Veritex - CD 5471	103,393.18	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1111	Sales Tax Receivable	105,613.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,646.00	
	10-1115	Property Tax Receivable - P & I	10,334.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	Total Assets		7,729,764.44	
				7,729,764.44

City of Iowa Colony
Balance Sheet
As of May 31, 2024

6/5/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	166,945.02	
	10-2001	Accounts Payable at Year End	(202.13)	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	1,346.01	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	4,322.01	
	10-2206	Texas Workforce Commission Payable	(2,478.53)	
	10-2207	Health & Life Insurance Payable	(2,641.52)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	41,530.13	
	10-2301	Collections	522.30	
	10-2304	Credit Card Fee	2,753.51	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2501	Baseball Field Reserve	13,696.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2533	Police Training Fund	0.01	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	387,357.13	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	807,624.00	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2606	Due to ARPA Fund	0.20	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities		3,399,887.57	

Fund Balance

10-3000	Fund Balance	278,034.37
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City of Iowa Colony

Balance Sheet

As of May 31, 2024

6/5/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
	10-3002	Fund Balance Assigned	600,000.00	
		Total Fund Balance	878,034.37	
		Total Revenue	8,197,422.50	
		Total Expenses	4,742,595.32	
		Current Year Increase (Decrease)	3,451,842.50	
		Fund Balance Total	878,034.37	
		Current Year Increase (Decrease)	3,451,842.50	
		Total Fund Balance/Equity	4,329,876.87	
		Total Liabilities & Fund Balance		7,729,764.44

City of Iowa Colony
Balance Sheet
As of May 31, 2024

6/5/2024

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(131,557.00)	
	11-1002	Retainer Account	1,963,233.98	
	Total Assets		1,831,676.98	
				1,831,676.98

City of Iowa Colony
Balance Sheet
As of May 31, 2024

6/5/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,325.00	
	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	(15,546.37)	
	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	208.00	
	11-2513	Sierra Vista - Land Tejas	1,748.10	
	11-2514	Sierra Vista West - Land Tejas	24,441.83	
	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	7,537.50	
	11-2536	Rally 288 West PUD	9,130.97	
	11-2537	Southern Star PUD	5,881.21	
	11-2538	PUD Hines Investments	(7,255.00)	
	11-2539	SVW Entertainment Dist PUD	(780.48)	
	11-2541	Extension of Ames Blvd Project	1,463,787.50	
	Total Liabilities		1,831,675.99	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.99	
		Total Fund Balance/Equity	0.99	
	Total Liabilities & Fund Balance			1,831,676.98

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(3,399,902.55)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	6,405,999.93	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		4,560,181.54	
				4,560,181.54

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	482,055.61	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		<u>499,291.86</u>	
Fund Balance				
	12-3000	Fund Balance	<u>5,972,564.82</u>	
	Total Fund Balance		<u>5,972,564.82</u>	
		Total Revenue	242,019.09	
		Total Expenses	<u>2,358,325.23</u>	
		Current Year Increase (Decrease)	(1,911,675.14)	
		Fund Balance Total	5,972,564.82	
		Current Year Increase (Decrease)	<u>(1,911,675.14)</u>	
		Total Fund Balance/Equity	<u>4,060,889.68</u>	
	Total Liabilities & Fund Balance			<u><u>4,560,181.54</u></u>

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	121,966.74	
	20-1013	TexStar - Crime Control	442,754.59	
	20-1301	Due from General Fund	(3,993.01)	
	20-1302	Sales Tax Receivable Crime Prevention District	43,273.00	
	Total Assets		604,001.32	
				604,001.32

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	14,858.25	
	20-2001	Accounts Payble at Year End	976.17	
	Total Liabilities		15,834.42	
Fund Balance				
	20-3000	Fund Balance	460,394.17	
	Total Fund Balance		460,394.17	
		Total Revenue	245,389.34	
		Total Expenses	126,002.17	
		Current Year Increase (Decrease)	127,772.73	
		Fund Balance Total	460,394.17	
		Current Year Increase (Decrease)	127,772.73	
		Total Fund Balance/Equity	588,166.90	
	Total Liabilities & Fund Balance			604,001.32

City of Iowa Colony
Balance Sheet
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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 May 31, 2024

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 May 31, 2024

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(425,253.09)	
	30-1114	Property Taxes Receivable	8,055.00	
	30-1115	Property Tax Receivable - P & I	1,666.00	
	Total Assets		(415,532.09)	
				(415,532.09)

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		9,721.00	
Fund Balance				
	30-3000	Fund Balance	563,656.91	
	Total Fund Balance		563,656.91	
		Total Revenue	0.00	
		Total Expenses	988,910.00	
		Current Year Increase (Decrease)	(988,910.00)	
		Fund Balance Total	563,656.91	
		Current Year Increase (Decrease)	(988,910.00)	
		Total Fund Balance/Equity	(425,253.09)	
	Total Liabilities & Fund Balance			(415,532.09)

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(0.32)	
	35-1101	Grant / Funding Account	(0.25)	
	Total Assets		(0.57)	
				(0.57)

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Liabilities				
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2532	Road Works Fund	(0.44)	
	Total Liabilities		(0.69)	
Fund Balance				
	35-3000	Fund Balance	(49,999.88)	
	Total Fund Balance		(49,999.88)	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	50,000.00	
		Fund Balance Total	(49,999.88)	
		Current Year Increase (Decrease)	50,000.00	
		Total Fund Balance/Equity	0.12	
	Total Liabilities & Fund Balance			(0.57)

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	6,128.22	
	Total Assets		6,128.22	6,128.22

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	135.00	
	Total Liabilities		135.00	
Fund Balance				
	36-3000	Fund Balance	1,745.76	
	Total Fund Balance		1,745.76	
		Total Revenue	4,582.46	
		Total Expenses	335.00	
		Current Year Increase (Decrease)	4,247.46	
		Fund Balance Total	1,745.76	
		Current Year Increase (Decrease)	4,247.46	
		Total Fund Balance/Equity	5,993.22	
	Total Liabilities & Fund Balance			6,128.22

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	16,991.33	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		16,912.33	
				16,912.33

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	11,448.42	
	Total Fund Balance		11,448.42	
		Total Revenue	5,622.36	
		Total Expenses	158.90	
		Current Year Increase (Decrease)	5,463.91	
		Fund Balance Total	11,448.42	
		Current Year Increase (Decrease)	5,463.91	
		Total Fund Balance/Equity	16,912.33	
	Total Liabilities & Fund Balance			16,912.33

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	28,846.15	
	Total Assets		28,846.15	
				28,846.15

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	22,035.61	
	Total Fund Balance		22,035.61	
Total Revenue			6,883.58	
Total Expenses			73.40	
Current Year Increase (Decrease)			6,810.54	
Fund Balance Total			22,035.61	
Current Year Increase (Decrease)			6,810.54	
Total Fund Balance/Equity			28,846.15	
Total Liabilities & Fund Balance				28,846.15

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Assets				
	45-1000	Cash / Due From Consolidated Cash	900,751.00	
	45-1301	Due from General Fund	0.20	
	Total Assets		900,751.20	
				900,751.20

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2411	Coronavirus Unearned Revenue	900,751.00	
	Total Liabilities		900,751.00	
Fund Balance				
	45-3000	Fund Balance	0.19	
	Total Fund Balance		0.19	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.01	
		Fund Balance Total	0.19	
		Current Year Increase (Decrease)	0.01	
		Total Fund Balance/Equity	0.20	
	Total Liabilities & Fund Balance			900,751.20

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(221,998.22)	
	50-1014	TexStar - Veh Rep Fund	337,917.40	
	Total Assets		115,919.18	
				115,919.18

City of Iowa Colony
Balance Sheet
As of May 31, 2024

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	286,622.08	
	Total Fund Balance		286,622.08	
		Total Revenue	10,917.40	
		Total Expenses	181,620.30	
		Current Year Increase (Decrease)	(170,702.90)	
		Fund Balance Total	286,622.08	
		Current Year Increase (Decrease)	(170,702.90)	
		Total Fund Balance/Equity	115,919.18	
Total Liabilities & Fund Balance				115,919.18

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	2,213,151.21	
	99-1210	Due From General Fund	(350.98)	
	99-1220	Due From Crime Prevention District Fund	14,913.25	
	Total Assets		2,227,713.48	
				2,227,713.48

City of Iowa Colony
Balance Sheet
As of May 31, 2024

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Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	14,562.27	
	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	
	99-2999	Due To Other Funds	(11,364,560.79)	
	Total Liabilities		2,227,713.48	
		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			2,227,713.48

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

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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	216,771.28	45,315.20	171,456.08	596,236.19	544,000.00	109.60%	(52,236.19)
Property Tax	15,414.58	260,262.52	(244,847.94)	3,844,090.22	3,124,400.00	123.03%	(719,690.22)
Miscellaneous	23,965.80	123,405.89	(99,440.09)	612,593.74	1,481,450.00	41.35%	868,856.26
License & Permits	257,921.71	183,597.65	74,324.06	2,443,469.85	2,204,000.00	110.87%	(239,469.85)
Business & Franchise	37,693.80	25,825.00	11,868.80	461,824.05	310,000.00	148.98%	(151,824.05)
Fines & Forfeitures	34,523.78	23,782.17	10,741.61	238,958.64	285,500.00	83.70%	46,541.36
Grant Income	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Revenue Totals	<u>586,290.95</u>	<u>662,188.43</u>	<u>(75,897.48)</u>	<u>8,197,422.50</u>	<u>7,949,350.00</u>	<u>103.12%</u>	<u>(248,072.50)</u>
Expense Summary							
Personnel Services	206,686.39	262,085.50	(55,399.11)	1,740,048.36	3,146,250.00	55.31%	1,406,201.64
Professional/Contract Services	128,511.91	149,822.35	(21,310.44)	1,900,345.42	1,798,400.00	105.67%	(101,945.42)
Materials & Supplies	27,228.16	36,987.06	(9,758.90)	250,720.12	443,900.00	56.48%	193,179.88
Services	3,107.53	34,170.86	(31,063.33)	806,209.62	410,200.00	196.54%	(396,009.62)
Capital Outlay	12,025.00	37,490.00	(25,465.00)	45,271.80	450,000.00	10.06%	404,728.20
Expense Totals	<u>377,558.99</u>	<u>520,555.77</u>	<u>(142,996.78)</u>	<u>4,742,595.32</u>	<u>6,248,750.00</u>	<u>75.90%</u>	<u>1,506,154.68</u>

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

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Item 12.

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	0.00	333.20	(333.20)	4,216.61	4,000.00	105.42%	(216.61)
10-4110 City Sales Tax	216,771.28	44,982.00	171,789.28	592,019.58	540,000.00	109.63%	(52,019.58)
Sales Tax Totals	216,771.28	45,315.20	171,456.08	596,236.19	544,000.00	109.60%	(52,236.19)
Property Tax							
10-4120 Property Tax	15,628.61	194,089.00	(178,460.39)	2,311,063.05	2,330,000.00	99.19%	18,936.95
10-4121 Delinquent Property Tax	(214.03)	1,249.50	(1,463.53)	(8,156.33)	15,000.00	(54.38%)	23,156.33
10-4135 Property Tax MUD 31 - 70%	0.00	64,924.02	(64,924.02)	739,886.31	779,400.00	94.93%	39,513.69
10-4139 Admin Fee Revenue	0.00	0.00	0.00	801,297.19	0.00	0.00%	(801,297.19)
Property Tax Totals	15,414.58	260,262.52	(244,847.94)	3,844,090.22	3,124,400.00	123.03%	(719,690.22)
Miscellaneous							
10-4124 Accident Reports	75.00	12.50	62.50	325.00	150.00	216.67%	(175.00)
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	5,470.56	3,000.00	182.35%	(2,470.56)
10-4140 Intergovernmental receipts from	0.00	0.00	0.00	303,000.00	0.00	0.00%	(303,000.00)
10-4910 Interest Income	11,845.25	10,412.50	1,432.75	105,087.73	125,000.00	84.07%	19,912.27
10-4911 Other Revenue	4,045.55	110,230.89	(106,185.34)	137,536.09	1,323,300.00	10.39%	1,185,763.91
10-4912 Donations/Sponsorships	8,000.00	2,500.00	5,500.00	61,174.36	30,000.00	203.91%	(31,174.36)
Miscellaneous Totals	23,965.80	123,405.89	(99,440.09)	612,593.74	1,481,450.00	41.35%	868,856.26
License & Permits							
10-4201 Building Construction Permits	131,049.88	99,960.00	31,089.88	964,365.03	1,200,000.00	80.36%	235,634.97
10-4202 Trade Fees	4,922.30	8,333.33	(3,411.03)	45,989.61	100,000.00	45.99%	54,010.39
10-4203 Reinspection Fees	8,650.00	2,082.50	6,567.50	53,500.00	25,000.00	214.00%	(28,500.00)
10-4204 Signs	200.00	83.30	116.70	300.00	1,000.00	30.00%	700.00
10-4205 Property Improvement Permits	0.00	166.60	(166.60)	2,887.15	2,000.00	144.36%	(887.15)
10-4206 Dirt Work Permits	0.00	83.33	(83.33)	250.00	1,000.00	25.00%	750.00

City of Iowa Colony
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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4207 Driveway Permits	0.00	125.00	(125.00)	500.00	1,500.00	33.33%	1,000.00
10-4208 Encroachment Permit	150.00	0.00	150.00	150.00	0.00	0.00%	(150.00)
10-4210 Culvert Permit	150.00	41.67	108.33	350.00	500.00	70.00%	150.00
10-4211 Commercial Vehicle Permit	100.00	250.00	(150.00)	1,200.00	3,000.00	40.00%	1,800.00
10-4212 Park Use Permit	50.00	83.33	(33.33)	500.00	1,000.00	50.00%	500.00
10-4213 Mobile Food Unit Permit	500.00	83.33	416.67	3,325.00	1,000.00	332.50%	(2,325.00)
10-4301 Preliminary Plat Fees	950.00	6,247.50	(5,297.50)	62,840.00	75,000.00	83.79%	12,160.00
10-4302 Final Plat Fees	6,680.00	2,915.50	3,764.50	51,120.00	35,000.00	146.06%	(16,120.00)
10-4303 Abbreviated Plat Fees	1,080.00	2,083.33	(1,003.33)	9,360.00	25,000.00	37.44%	15,640.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	70,606.22	80,000.00	88.26%	9,393.78
10-4401 Infrastructure Plan Review Fee	26,134.53	16,660.00	9,474.53	224,803.23	200,000.00	112.40%	(24,803.23)
10-4403 Civil Site Plan Review Fee	63,520.00	37,485.00	26,035.00	832,053.61	450,000.00	184.90%	(382,053.61)
10-4501 Rezoning Fees	0.00	166.60	(166.60)	4,000.00	2,000.00	200.00%	(2,000.00)
10-4502 ROW Plan Review Fee	0.00	0.00	0.00	1,000.00	0.00	0.00%	(1,000.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-4504 Water Meter Fees	13,785.00	0.00	13,785.00	114,370.00	0.00	0.00%	(114,370.00)
License & Permits Totals	257,921.71	183,597.65	74,324.06	2,443,469.85	2,204,000.00	110.87%	(239,469.85)
Business & Franchise							
10-4601 Franchise Tax - Electric	19,482.56	20,825.00	(1,342.44)	331,953.95	250,000.00	132.78%	(81,953.95)
10-4602 Franchise Tax - Gas	12,598.74	2,916.67	9,682.07	112,598.74	35,000.00	321.71%	(77,598.74)
10-4603 Telecommunication Fee - Sales	5,612.50	2,083.33	3,529.17	17,271.36	25,000.00	69.09%	7,728.64
Business & Franchise Totals	37,693.80	25,825.00	11,868.80	461,824.05	310,000.00	148.98%	(151,824.05)
Fines & Forfeitures							
10-4701 Citations/Warrants	5,942.30	18,742.50	(12,800.20)	56,718.40	225,000.00	25.21%	168,281.60

City of Iowa Colony
Financial Statement
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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4703 Municipal Jury Funds	18.83	0.00	18.83	140.35	0.00	0.00%	(140.35)
10-4704 Local Truancy Prevention	137.36	0.00	137.36	5,017.05	0.00	0.00%	(5,017.05)
10-4705 Time Payment Reimbursement	45.00	41.67	3.33	420.00	500.00	84.00%	80.00
10-4709 Court Costs	28,380.29	4,998.00	23,382.29	176,662.84	60,000.00	294.44%	(116,662.84)
Fines & Forfeitures Totals	34,523.78	23,782.17	10,741.61	238,958.64	285,500.00	83.70%	46,541.36
Grant Income							
10-4803 State & Federal Grants	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Grant Income Totals	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Revenue Totals	586,290.95	662,188.43	(75,897.48)	8,197,422.50	7,949,350.00	103.12%	(248,072.50)

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	1,679.76	7,164.57	(5,484.81)	50,861.96	86,000.00	59.14%	35,138.04
Personnel Services	54,634.17	62,647.82	(8,013.65)	396,755.09	752,050.00	52.76%	355,294.91
Professional/Contract Services	14,070.63	23,082.84	(9,012.21)	239,638.92	277,100.00	86.48%	37,461.08
Services	2,238.83	6,173.06	(3,934.23)	21,651.11	74,100.00	29.22%	52,448.89
Administration Totals	<u>72,623.39</u>	<u>99,068.29</u>	<u>(26,444.90)</u>	<u>708,907.08</u>	<u>1,189,250.00</u>	<u>59.61%</u>	<u>480,342.92</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	672.21	2,149.27	(1,477.06)	13,265.80	25,800.00	51.42%	12,534.20
Personnel Services	16,569.46	17,852.94	(1,283.48)	118,912.84	214,320.00	55.48%	95,407.16
Professional/Contract Services	130.00	541.47	(411.47)	4,659.68	6,500.00	71.69%	1,840.32
Finance Totals	<u>17,371.67</u>	<u>20,543.68</u>	<u>(3,172.01)</u>	<u>136,838.32</u>	<u>246,620.00</u>	<u>55.49%</u>	<u>109,781.68</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	5,510.98	9,049.22	(3,538.24)	78,877.44	108,600.00	72.63%	29,722.56
Personnel Services	98,122.75	123,642.14	(25,519.39)	877,785.38	1,484,290.00	59.14%	606,504.62
Professional/Contract Services	924.40	83.33	841.07	1,772.54	1,000.00	177.25%	(772.54)
Services	653.21	8,996.60	(8,343.39)	39,929.53	108,000.00	36.97%	68,070.47
Police Totals	<u>105,211.34</u>	<u>141,771.29</u>	<u>(36,559.95)</u>	<u>998,364.89</u>	<u>1,701,890.00</u>	<u>58.66%</u>	<u>703,525.11</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	871.40	491.53	379.87	3,339.77	5,900.00	56.61%	2,560.23

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Personnel Services	1,918.24	6,365.76	(4,447.52)	36,983.89	76,420.00	48.40%	39,436.11
Professional/Contract Services	215.00	483.20	(268.20)	2,539.11	5,800.00	43.78%	3,260.89
Services	101.83	833.06	(731.23)	1,280.49	10,000.00	12.80%	8,719.51
Animal Control Totals	<u>3,106.47</u>	<u>8,173.55</u>	<u>(5,067.08)</u>	<u>44,143.26</u>	<u>98,120.00</u>	<u>44.99%</u>	<u>53,976.74</u>

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	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Professional/Contract Services	180.00	666.67	(486.67)	322.98	8,000.00	4.04%	7,677.02
Emergency Management Totals	<u>180.00</u>	<u>916.67</u>	<u>(736.67)</u>	<u>322.98</u>	<u>11,000.00</u>	<u>2.94%</u>	<u>10,677.02</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	276.43	982.99	(706.56)	6,942.02	11,800.00	58.83%	4,857.98
Personnel Services	11,141.79	13,143.13	(2,001.34)	94,353.04	157,780.00	59.80%	63,426.96
Professional/Contract Services	4,121.60	8,123.80	(4,002.20)	52,332.45	97,500.00	53.67%	45,167.55
Municipal Court Totals	<u>15,539.82</u>	<u>22,249.92</u>	<u>(6,710.10)</u>	<u>153,627.51</u>	<u>267,080.00</u>	<u>57.52%</u>	<u>113,452.49</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	10,523.50	6,791.49	3,732.01	27,318.77	81,500.00	33.52%	54,181.23
Personnel Services	8,782.06	21,045.71	(12,263.65)	79,277.30	252,650.00	31.38%	173,372.70
Professional/Contract Services	10,050.00	29,738.34	(19,688.34)	42,460.16	357,000.00	11.89%	314,539.84
Services	41.83	2,382.73	(2,340.90)	2,341.69	28,600.00	8.19%	26,258.31
Public Works Totals	<u>29,397.39</u>	<u>59,958.27</u>	<u>(30,560.88)</u>	<u>151,397.92</u>	<u>719,750.00</u>	<u>21.03%</u>	<u>568,352.08</u>

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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
Materials & Supplies	6,356.59	7,541.58	(1,184.99)	46,977.91	90,500.00	51.91%	43,522.09
Professional/Contract Services	920.00	6,000.00	(5,080.00)	43,518.58	72,000.00	60.44%	28,481.42
Parks & Recreation Totals	<u>7,276.59</u>	<u>13,541.58</u>	<u>(6,264.99)</u>	<u>90,496.49</u>	<u>162,500.00</u>	<u>55.69%</u>	<u>72,003.51</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	754.91	1,391.63	(636.72)	15,126.51	16,700.00	90.58%	1,573.49
Personnel Services	5,392.27	6,008.40	(616.13)	45,419.29	72,130.00	62.97%	26,710.71
Professional/Contract Services	97,900.28	59,611.20	38,289.08	1,303,987.06	715,500.00	182.25%	(588,487.06)
Services	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	<u>104,047.46</u>	<u>81,963.58</u>	<u>22,083.88</u>	<u>2,104,419.17</u>	<u>983,830.00</u>	<u>213.90%</u>	<u>(1,120,589.17)</u>

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	582.38	1,174.78	(592.40)	8,009.94	14,100.00	56.81%	6,090.06
Personnel Services	10,125.65	11,379.60	(1,253.95)	90,561.53	136,610.00	66.29%	46,048.47
Professional/Contract Services	0.00	21,491.50	(21,491.50)	209,113.94	258,000.00	81.05%	48,886.06
Services	71.83	833.06	(761.23)	1,120.49	10,000.00	11.20%	8,879.51
Fire Marshal/Building Official Totals	<u>10,779.86</u>	<u>34,878.94</u>	<u>(24,099.08)</u>	<u>308,805.90</u>	<u>418,710.00</u>	<u>73.75%</u>	<u>109,904.10</u>

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	12,025.00	37,490.00	(25,465.00)	45,271.80	450,000.00	10.06%	404,728.20

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Capital and Planning Projects Totals	12,025.00	37,490.00	(25,465.00)	45,271.80	450,000.00	10.06%	404,728.20
Expense Total	377,558.99	520,555.77	(142,996.78)	4,742,595.32	6,248,750.00	75.90%	1,506,154.68

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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	40,729.60	44,680.45	(3,950.85)	297,116.00	536,380.00	55.39%	239,264.00
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	3,115.68	3,418.63	(302.95)	20,470.30	41,040.00	49.88%	20,569.70
10-10-5107 TMRS	4,654.46	4,915.53	(261.07)	34,216.40	59,010.00	57.98%	24,793.60
10-10-5108 Health & Life Insurance	4,550.59	3,998.40	552.19	29,259.56	48,000.00	60.96%	18,740.44
10-10-5109 Worker's Comp	0.00	315.70	(315.70)	753.10	3,790.00	19.87%	3,036.90
10-10-5110 Texas Workforce Commission	0.00	19.15	(19.15)	997.09	230.00	433.52%	(767.09)
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	4,707.64	7,200.00	65.38%	2,492.36
10-10-5112 457(b) Reimbursement	1,030.00	875.00	155.00	8,755.00	10,500.00	83.38%	1,745.00
10-10-5114 Benefits Admin Fees	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-10-5115 Longevity Pay	0.00	44.98	(44.98)	480.00	540.00	88.89%	60.00
10-10-5201 Legal Services	22.50	2,915.50	(2,893.00)	1,770.00	35,000.00	5.06%	33,230.00
10-10-5202 Audit Services	0.00	4,165.00	(4,165.00)	61,000.00	50,000.00	122.00%	(11,000.00)
10-10-5206 Professional Services	450.00	4,998.00	(4,548.00)	91,597.77	60,000.00	152.66%	(31,597.77)
10-10-5210 Election Expenses	0.00	666.67	(666.67)	3,047.59	8,000.00	38.09%	4,952.41
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	0.00	583.10	(583.10)	2,325.32	7,000.00	33.22%	4,674.68
10-10-5215 BCAD Fee	8,405.79	2,332.40	6,073.39	29,098.23	28,000.00	103.92%	(1,098.23)
10-10-5217 Professional Cleaning Services	2,500.00	2,082.50	417.50	15,300.00	25,000.00	61.20%	9,700.00
10-10-5221 Website Administration	0.00	499.80	(499.80)	1,325.00	6,000.00	22.08%	4,675.00
10-10-5223 Training & Travel	1,109.54	3,665.20	(2,555.66)	13,312.68	44,000.00	30.26%	30,687.32
10-10-5224 Dues & Subscriptions	781.86	291.67	490.19	6,174.14	3,500.00	176.40%	(2,674.14)
10-10-5225 Seminars & Meetings	800.94	583.10	217.84	14,688.19	7,000.00	209.83%	(7,688.19)
10-10-5227 Legislative Affairs	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00

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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	140.93	1,166.67	(1,025.74)	10,238.41	14,000.00	73.13%	3,761.59
10-10-5302 Janitorial Supplies	92.52	333.33	(240.81)	1,487.59	4,000.00	37.19%	2,512.41
10-10-5309 Uniforms	0.00	166.67	(166.67)	2,537.91	2,000.00	126.90%	(537.91)
10-10-5310 Postage	100.85	83.33	17.52	1,089.03	1,000.00	108.90%	(89.03)
10-10-5311 Building Repairs &	900.00	1,249.50	(349.50)	12,080.26	15,000.00	80.54%	2,919.74
10-10-5312 Recognition,	0.00	249.90	(249.90)	2,296.22	3,000.00	76.54%	703.78
10-10-5314 Computer & Technology	0.00	999.60	(999.60)	2,352.74	12,000.00	19.61%	9,647.26
10-10-5315 Computer Software/License	15.98	2,082.50	(2,066.52)	14,598.87	25,000.00	58.40%	10,401.13
10-10-5317 Equipment & Other Rentals	429.48	499.80	(70.32)	4,180.93	6,000.00	69.68%	1,819.07
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	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5401 Utilities - Electricity	0.00	1,666.00	(1,666.00)	5,311.15	20,000.00	26.56%	14,688.85
10-10-5403 Utilities - Telephone	1,073.34	1,333.33	(259.99)	8,665.50	16,000.00	54.16%	7,334.50
10-10-5404 Mobile Technology Expense	125.49	83.30	42.19	743.53	1,000.00	74.35%	256.47
10-10-5405 Insurance - Liability & Prop	1,040.00	999.60	40.40	6,748.68	12,000.00	56.24%	5,251.32
10-10-5406 Insurance - Windstorm	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
10-10-5407 Insurance - Vehicles	0.00	8.33	(8.33)	182.25	100.00	182.25%	(82.25)
Administration Totals	72,623.39	99,068.29	(26,444.90)	708,907.08	1,189,250.00	59.61%	480,342.92

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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	11,718.40	13,076.43	(1,358.03)	85,148.80	156,980.00	54.24%	71,831.20
10-15-5106 Social Security/Medicare	869.30	1,000.43	(131.13)	6,320.37	12,010.00	52.63%	5,689.63
10-15-5107 TMRS	1,314.42	1,438.59	(124.17)	9,571.53	17,270.00	55.42%	7,698.47
10-15-5108 Health & Life Insurance	2,436.56	1,999.20	437.36	15,614.68	24,000.00	65.06%	8,385.32
10-15-5109 Worker's Comp	0.00	53.31	(53.31)	158.79	640.00	24.81%	481.21
10-15-5110 Texas Workforce Commission	0.00	7.50	(7.50)	234.00	90.00	260.00%	(144.00)
10-15-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-15-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	230.78	250.00	(19.22)	1,684.67	3,000.00	56.16%	1,315.33
10-15-5223 Training & Travel	30.00	499.80	(469.80)	4,424.68	6,000.00	73.74%	1,575.32
10-15-5224 Dues & Subscriptions	100.00	41.67	58.33	235.00	500.00	47.00%	265.00
10-15-5301 Office Supplies	378.49	166.67	211.82	1,623.81	2,000.00	81.19%	376.19
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	0.00	83.33	(83.33)	296.96	1,000.00	29.70%	703.04
10-15-5314 Computer & Technology	259.00	333.20	(74.20)	259.00	4,000.00	6.48%	3,741.00
10-15-5315 Computer Software/License	0.00	1,499.40	(1,499.40)	10,890.63	18,000.00	60.50%	7,109.37
10-15-5317 Equipment & Other Rentals	34.72	41.67	(6.95)	195.40	500.00	39.08%	304.60
Finance Totals	17,371.67	20,543.68	(3,172.01)	136,838.32	246,620.00	55.49%	109,781.68

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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	68,720.99	84,751.08	(16,030.09)	597,572.80	1,017,420.00	58.73%	419,847.20
10-20-5104 Salaries - Overtime	2,106.93	2,635.61	(528.68)	23,270.68	31,640.00	73.55%	8,369.32
10-20-5106 Social Security/Medicare	5,379.24	6,484.07	(1,104.83)	47,480.43	77,840.00	61.00%	30,359.57
10-20-5107 TMRS	8,055.09	9,322.93	(1,267.84)	70,897.36	111,920.00	63.35%	41,022.64
10-20-5108 Health & Life Insurance	11,422.87	13,994.40	(2,571.53)	96,051.28	168,000.00	57.17%	71,948.72
10-20-5109 Worker's Comp	0.00	4,232.47	(4,232.47)	21,264.45	50,810.00	41.85%	29,545.55
10-20-5110 Texas Workforce Commission	37.61	52.47	(14.86)	1,563.53	630.00	248.18%	(933.53)
10-20-5114 Benefits Admin Fees	0.00	84.17	(84.17)	0.00	1,010.00	0.00%	1,010.00
10-20-5115 Longevity Pay	0.00	134.94	(134.94)	1,200.00	1,620.00	74.07%	420.00
10-20-5117 Certificate Pay	2,400.02	1,950.00	450.02	18,484.85	23,400.00	79.00%	4,915.15
10-20-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5231 Recruiting & Hiring Expense	924.40	83.33	841.07	1,772.54	1,000.00	177.25%	(772.54)
10-20-5301 Office Supplies	89.96	250.00	(160.04)	1,097.19	3,000.00	36.57%	1,902.81
10-20-5309 Uniforms	1,225.79	699.72	526.07	3,518.99	8,400.00	41.89%	4,881.01
10-20-5310 Postage	0.00	16.66	(16.66)	72.79	200.00	36.40%	127.21
10-20-5313 Fuel Expense	3,601.67	3,333.33	268.34	25,195.83	40,000.00	62.99%	14,804.17
10-20-5317 Equipment & Other Rentals	57.70	541.67	(483.97)	1,807.74	6,500.00	27.81%	4,692.26
10-20-5319 Vehicle Repairs & Maintenance	493.37	1,249.50	(756.13)	11,495.26	15,000.00	76.64%	3,504.74
10-20-5328 Small Tools & Minor	0.00	2,916.67	(2,916.67)	35,154.61	35,000.00	100.44%	(154.61)
10-20-5330 Miscellaneous	42.49	41.67	0.82	535.03	500.00	107.01%	(35.03)
10-20-5404 Mobile Technology Expense	653.21	500.00	153.21	4,786.03	6,000.00	79.77%	1,213.97
10-20-5405 Insurance - Liability & Prop	0.00	999.60	(999.60)	7,565.25	12,000.00	63.04%	4,434.75
10-20-5407 Insurance - Vehicles	0.00	833.00	(833.00)	9,239.25	10,000.00	92.39%	760.75
10-20-5410 Vehicle Replacement Fund	0.00	6,664.00	(6,664.00)	18,339.00	80,000.00	22.92%	61,661.00
Police Totals	105,211.34	141,771.29	(36,559.95)	998,364.89	1,701,890.00	58.66%	703,525.11

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Item 12.

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	1,599.20	4,151.67	(2,552.47)	24,382.15	49,840.00	48.92%	25,457.85
10-21-5104 Salaries - Overtime	0.00	153.27	(153.27)	1,092.29	1,840.00	59.36%	747.71
10-21-5106 Social Security/Medicare	122.34	318.20	(195.86)	1,913.67	3,820.00	50.10%	1,906.33
10-21-5107 TMRS	175.91	457.31	(281.40)	2,821.99	5,490.00	51.40%	2,668.01
10-21-5108 Health & Life Insurance	0.00	999.60	(999.60)	4,979.25	12,000.00	41.49%	7,020.75
10-21-5109 Worker's Comp	0.00	259.89	(259.89)	1,476.75	3,120.00	47.33%	1,643.25
10-21-5110 Texas Workforce Commission	20.79	4.16	16.63	137.79	50.00	275.58%	(87.79)
10-21-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-21-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-21-5223 Training & Travel	200.00	333.20	(133.20)	1,441.66	4,000.00	36.04%	2,558.34
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	62.20	300.00	20.73%	237.80
10-21-5229 Contractual Services	15.00	125.00	(110.00)	1,035.25	1,500.00	69.02%	464.75
10-21-5301 Office Supplies	37.99	16.66	21.33	231.72	200.00	115.86%	(31.72)
10-21-5309 Uniforms	290.97	41.67	249.30	653.89	500.00	130.78%	(153.89)
10-21-5310 Postage	0.00	16.67	(16.67)	19.90	200.00	9.95%	180.10
10-21-5313 Fuel Expense	279.12	249.90	29.22	1,621.49	3,000.00	54.05%	1,378.51
10-21-5319 Vehicle Repairs & Maintenance	85.90	83.33	2.57	553.13	1,000.00	55.31%	446.87
10-21-5328 Small Tools & Minor	177.42	83.30	94.12	259.64	1,000.00	25.96%	740.36
10-21-5404 Mobile Technology Expense	101.83	83.33	18.50	814.74	1,000.00	81.47%	185.26
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	465.75	1,000.00	46.58%	534.25
10-21-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Animal Control Totals	3,106.47	8,173.55	(5,067.08)	44,143.26	98,120.00	44.99%	53,976.74

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Item 12.

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)	77.00	2,000.00	3.85%	1,923.00
10-22-5223 Training & Travel	180.00	83.33	96.67	245.98	1,000.00	24.60%	754.02
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
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	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Emergency Management Totals	180.00	916.67	(736.67)	322.98	11,000.00	2.94%	10,677.02

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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	8,193.60	9,050.54	(856.94)	69,748.89	108,650.00	64.20%	38,901.11
10-25-5104 Salaries - Overtime	28.17	122.45	(94.28)	387.35	1,470.00	26.35%	1,082.65
10-25-5106 Social Security/Medicare	631.16	693.05	(61.89)	5,413.10	8,320.00	65.06%	2,906.90
10-25-5107 TMRS	923.68	996.26	(72.58)	7,911.93	11,960.00	66.15%	4,048.07
10-25-5108 Health & Life Insurance	1,189.80	1,999.20	(809.40)	8,678.40	24,000.00	36.16%	15,321.60
10-25-5109 Worker's Comp	0.00	36.65	(36.65)	188.64	440.00	42.87%	251.36
10-25-5110 Texas Workforce Commission	0.00	7.49	(7.49)	234.00	90.00	260.00%	(144.00)
10-25-5114 Benefits Admin Fees	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
10-25-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-25-5117 Certificate Pay	175.38	200.00	(24.62)	1,490.73	2,400.00	62.11%	909.27
10-25-5203 Attorney/Prosecutor Fees	3,750.00	5,000.00	(1,250.00)	36,700.00	60,000.00	61.17%	23,300.00
10-25-5209 Judge Fees	343.68	2,915.50	(2,571.82)	14,548.68	35,000.00	41.57%	20,451.32
10-25-5220 Interpreter Services	27.92	83.30	(55.38)	182.82	1,000.00	18.28%	817.18
10-25-5223 Training & Travel	0.00	125.00	(125.00)	900.95	1,500.00	60.06%	599.05
10-25-5301 Office Supplies	238.12	249.90	(11.78)	2,283.30	3,000.00	76.11%	716.70
10-25-5308 Jury Trial Expense	0.00	124.95	(124.95)	1,140.65	1,500.00	76.04%	359.35
10-25-5309 Uniforms	0.00	66.67	(66.67)	48.61	800.00	6.08%	751.39
10-25-5310 Postage	0.00	83.30	(83.30)	607.42	1,000.00	60.74%	392.58
10-25-5314 Computer & Technology	0.00	0.00	0.00	2,625.00	0.00	0.00%	(2,625.00)
10-25-5315 Computer Software/License	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-25-5317 Equipment & Other Rentals	38.31	41.67	(3.36)	237.04	500.00	47.41%	262.96
Municipal Court Totals	15,539.82	22,249.92	(6,710.10)	153,627.51	267,080.00	57.52%	113,452.49

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Item 12.

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	5,864.00	13,233.87	(7,369.87)	51,229.64	158,870.00	32.25%	107,640.36
10-30-5104 Salaries - Overtime	731.73	801.34	(69.61)	5,255.46	9,620.00	54.63%	4,364.54
10-30-5106 Social Security/Medicare	498.27	1,012.92	(514.65)	4,267.99	12,160.00	35.10%	7,892.01
10-30-5107 TMRS	725.53	1,456.08	(730.55)	6,233.16	17,480.00	35.66%	11,246.84
10-30-5108 Health & Life Insurance	951.79	3,498.60	(2,546.81)	9,437.38	42,000.00	22.47%	32,562.62
10-30-5109 Worker's Comp	0.00	988.77	(988.77)	2,455.50	11,870.00	20.69%	9,414.50
10-30-5110 Texas Workforce Commission	10.74	14.99	(4.25)	218.17	180.00	121.21%	(38.17)
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	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	750.00	416.67	333.33	2,700.00	5,000.00	54.00%	2,300.00
10-30-5219 Roads, Bridges & Drainage	0.00	24,990.00	(24,990.00)	2,446.41	300,000.00	0.82%	297,553.59
10-30-5223 Training & Travel	0.00	166.67	(166.67)	113.75	2,000.00	5.69%	1,886.25
10-30-5229 Contractual Services	9,300.00	4,165.00	5,135.00	37,200.00	50,000.00	74.40%	12,800.00
10-30-5301 Office Supplies	98.76	249.90	(151.14)	2,264.17	3,000.00	75.47%	735.83
10-30-5309 Uniforms	524.01	166.60	357.41	1,419.69	2,000.00	70.98%	580.31
10-30-5311 Building Repairs &	720.00	666.67	53.33	1,272.19	8,000.00	15.90%	6,727.81
10-30-5313 Fuel Expense	339.38	333.33	6.05	2,545.24	4,000.00	63.63%	1,454.76
10-30-5317 Equipment & Other Rentals	2,813.71	1,000.00	1,813.71	3,180.90	12,000.00	26.51%	8,819.10
10-30-5319 Vehicle Repairs & Maintenance	40.00	208.33	(168.33)	202.02	2,500.00	8.08%	2,297.98
10-30-5321 Public Works Maintenance	450.00	2,083.33	(1,633.33)	5,355.04	25,000.00	21.42%	19,644.96
10-30-5322 Special Road Work	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-30-5328 Small Tools & Minor	987.75	416.67	571.08	2,938.33	5,000.00	58.77%	2,061.67
10-30-5331 Signs & Postings	4,549.89	833.33	3,716.56	8,141.19	10,000.00	81.41%	1,858.81
10-30-5401 Utilities - Electricity	0.00	833.33	(833.33)	1,512.70	10,000.00	15.13%	8,487.30
10-30-5404 Mobile Technology Expense	41.83	50.00	(8.17)	334.74	600.00	55.79%	265.26
10-30-5407 Insurance - Vehicles	0.00	166.60	(166.60)	494.25	2,000.00	24.71%	1,505.75

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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
10-30-5410 Vehicle Replacement Fund	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Public Works Totals	29,397.39	59,958.27	(30,560.88)	151,397.92	719,750.00	21.03%	568,352.08

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Item 12.

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	920.00	6,000.00	(5,080.00)	43,518.58	72,000.00	60.44%	28,481.42
10-32-5301 Office Supplies	2,356.59	208.25	2,148.34	3,069.86	2,500.00	122.79%	(569.86)
10-32-5309 Uniforms	0.00	83.33	(83.33)	244.42	1,000.00	24.44%	755.58
10-32-5317 Equipment & Other Rentals	0.00	500.00	(500.00)	192.76	6,000.00	3.21%	5,807.24
10-32-5324 Park Maintenance	4,000.00	6,666.67	(2,666.67)	43,470.87	80,000.00	54.34%	36,529.13
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	<u>7,276.59</u>	<u>13,541.58</u>	<u>(6,264.99)</u>	<u>90,496.49</u>	<u>162,500.00</u>	<u>55.69%</u>	<u>72,003.51</u>

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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	3,758.40	4,050.87	(292.47)	31,672.80	48,630.00	65.13%	16,957.20
10-35-5104 Salaries - Overtime	0.00	149.10	(149.10)	199.40	1,790.00	11.14%	1,590.60
10-35-5106 Social Security/Medicare	281.20	310.70	(29.50)	2,410.63	3,730.00	64.63%	1,319.37
10-35-5107 TMRS	413.42	445.65	(32.23)	3,538.94	5,350.00	66.15%	1,811.06
10-35-5108 Health & Life Insurance	939.25	999.60	(60.35)	7,094.00	12,000.00	59.12%	4,906.00
10-35-5109 Worker's Comp	0.00	16.66	(16.66)	86.52	200.00	43.26%	113.48
10-35-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-35-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-35-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-35-5206 Professional Services	4,418.94	4,166.67	252.27	95,609.83	50,000.00	191.22%	(45,609.83)
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	146,963.53	75,000.00	195.95%	(71,963.53)
10-35-5223 Training & Travel	0.00	125.00	(125.00)	138.00	1,500.00	9.20%	1,362.00
10-35-5232 Early Plat - Admin Fee	0.00	5,331.20	(5,331.20)	104,691.69	64,000.00	163.58%	(40,691.69)
10-35-5233 Eng Svc: Permits/Inspections	69,554.60	29,155.00	40,399.60	680,867.14	350,000.00	194.53%	(330,867.14)
10-35-5234 Eng Svc: Plan Review	15,358.74	8,333.33	7,025.41	176,020.87	100,000.00	176.02%	(76,020.87)
10-35-5235 Eng Svc: Platting	8,568.00	6,250.00	2,318.00	99,696.00	75,000.00	132.93%	(24,696.00)
10-35-5301 Office Supplies	0.00	83.30	(83.30)	181.76	1,000.00	18.18%	818.24
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5315 Computer Software/License	715.00	1,250.00	(535.00)	14,715.00	15,000.00	98.10%	285.00
10-35-5317 Equipment & Other Rentals	39.91	41.67	(1.76)	229.75	500.00	45.95%	270.25
10-35-5411 TIF Fund/MUD 31 Payable	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	104,047.46	81,963.58	22,083.88	2,104,419.17	983,830.00	213.90%	(1,120,589.17)

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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	7,716.80	8,315.83	(599.03)	65,404.00	99,830.00	65.52%	34,426.00
10-36-5106 Social Security/Medicare	577.78	636.41	(58.63)	4,738.40	7,640.00	62.02%	2,901.60
10-36-5107 TMRS	848.84	915.46	(66.62)	7,214.18	10,990.00	65.64%	3,775.82
10-36-5108 Health & Life Insurance	982.23	999.60	(17.37)	10,228.20	12,000.00	85.24%	1,771.80
10-36-5109 Worker's Comp	0.00	491.47	(491.47)	2,679.75	5,900.00	45.42%	3,220.25
10-36-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
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	10.00	(10.00)	180.00	120.00	150.00%	(60.00)
10-36-5207 Building Inspector	0.00	20,825.00	(20,825.00)	204,390.00	250,000.00	81.76%	45,610.00
10-36-5223 Training & Travel	0.00	416.50	(416.50)	2,505.90	5,000.00	50.12%	2,494.10
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	2,218.04	3,000.00	73.93%	781.96
10-36-5301 Office Supplies	0.00	83.30	(83.30)	245.77	1,000.00	24.58%	754.23
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	65.64	3,000.00	2.19%	2,934.36
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	145.49	1,000.00	14.55%	854.51
10-36-5309 Uniforms	0.00	125.00	(125.00)	956.90	1,500.00	63.79%	543.10
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	582.38	250.00	332.38	2,470.21	3,000.00	82.34%	529.79
10-36-5319 Vehicle Repairs & Maintenance	0.00	208.25	(208.25)	4,005.75	2,500.00	160.23%	(1,505.75)
10-36-5328 Small Tools & Minor	0.00	166.67	(166.67)	120.18	2,000.00	6.01%	1,879.82
10-36-5404 Mobile Technology Expense	71.83	83.33	(11.50)	576.74	1,000.00	57.67%	423.26
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	543.75	1,000.00	54.38%	456.25
10-36-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Fire Marshal/Building Official Totals	10,779.86	34,878.94	(24,099.08)	308,805.90	418,710.00	73.75%	109,904.10

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10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	20,825.00	(20,825.00)	33,246.80	250,000.00	13.30%	216,753.20
10-90-5620 Building Purchase,	8,525.00	4,165.00	4,360.00	8,525.00	50,000.00	17.05%	41,475.00
10-90-5660 Contingency/Reserves	3,500.00	12,500.00	(9,000.00)	3,500.00	150,000.00	2.33%	146,500.00
Capital and Planning Projects Totals	12,025.00	37,490.00	(25,465.00)	45,271.80	450,000.00	10.06%	404,728.20
Expense Totals	377,558.99	520,555.77	(142,996.78)	4,742,595.32	6,248,750.00	75.90%	1,506,154.68

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Item 12.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	29,376.61	0.00	29,376.61	242,019.09	0.00	0.00%	(242,019.09)
Revenue Totals	29,376.61	0.00	29,376.61	242,019.09	0.00	0.00%	(242,019.09)
Expense Summary							
Professional/Contract Services	3,820.82	0.00	3,820.82	991,860.61	0.00	0.00%	(991,860.61)
Materials & Supplies	50,967.35	0.00	50,967.35	898,490.70	0.00	0.00%	(898,490.70)
Services	0.00	0.00	0.00	48,183.78	0.00	0.00%	(48,183.78)
Capital Outlay	7,494.47	0.00	7,494.47	419,790.14	0.00	0.00%	(419,790.14)
Expense Totals	62,282.64	0.00	62,282.64	2,358,325.23	0.00	0.00%	(2,358,325.23)

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Item 12.

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	29,376.61	0.00	29,376.61	242,019.09	0.00	0.00%	(242,019.09)
Miscellaneous Totals	29,376.61	0.00	29,376.61	242,019.09	0.00	0.00%	(242,019.09)
Revenue Totals	29,376.61	0.00	29,376.61	242,019.09	0.00	0.00%	(242,019.09)

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12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	7,494.47	0.00	7,494.47	419,790.14	0.00	0.00%	(419,790.14)
Materials & Supplies	50,967.35	0.00	50,967.35	898,490.70	0.00	0.00%	(898,490.70)
Professional/Contract Services	3,820.82	0.00	3,820.82	991,860.61	0.00	0.00%	(991,860.61)
Services	0.00	0.00	0.00	48,183.78	0.00	0.00%	(48,183.78)
Administration Totals	62,282.64	0.00	62,282.64	2,358,325.23	0.00	0.00%	(2,358,325.23)
Expense Total	62,282.64	0.00	62,282.64	2,358,325.23	0.00	0.00%	(2,358,325.23)

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Item 12.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5206 Professional Services	120.82	0.00	120.82	34,837.43	0.00	0.00%	(34,837.43)
12-10-5208 Engineering Services	0.00	0.00	0.00	7,740.44	0.00	0.00%	(7,740.44)
12-10-5229 Contractual Services	3,700.00	0.00	3,700.00	949,282.74	0.00	0.00%	(949,282.74)
12-10-5301 Office Supplies	59.95	0.00	59.95	5,424.78	0.00	0.00%	(5,424.78)
12-10-5314 Computer & Technology	50,907.40	0.00	50,907.40	893,065.92	0.00	0.00%	(893,065.92)
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	11,387.80	0.00	0.00%	(11,387.80)
12-10-5403 Utilities - Telephone	0.00	0.00	0.00	7,285.60	0.00	0.00%	(7,285.60)
12-10-5405 Insurance - Liability & Prop	0.00	0.00	0.00	27,696.00	0.00	0.00%	(27,696.00)
12-10-5409 Utilities - Water/Sewer	0.00	0.00	0.00	1,663.46	0.00	0.00%	(1,663.46)
12-10-5412 Utilities - Gas	0.00	0.00	0.00	150.92	0.00	0.00%	(150.92)
12-10-5630 Furniture & Equipment	7,494.47	0.00	7,494.47	419,790.14	0.00	0.00%	(419,790.14)
Administration Totals	62,282.64	0.00	62,282.64	2,358,325.23	0.00	0.00%	(2,358,325.23)
Expense Totals	62,282.64	0.00	62,282.64	2,358,325.23	0.00	0.00%	(2,358,325.23)

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Item 12.

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	68,934.38	18,000.00	50,934.38	231,084.75	216,000.00	106.98%	(15,084.75)
Miscellaneous	1,986.99	0.00	1,986.99	14,304.59	0.00	0.00%	(14,304.59)
Revenue Totals	70,921.37	18,000.00	52,921.37	245,389.34	216,000.00	113.61%	(29,389.34)
Expense Summary							
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	1,054.51	2,873.85	(1,819.34)	25,841.28	34,500.00	74.90%	8,658.72
Materials & Supplies	17,038.88	7,353.89	9,684.99	30,562.95	88,276.00	34.62%	57,713.05
Capital Outlay	53.60	6,250.00	(6,196.40)	65,604.81	75,000.00	87.47%	9,395.19
Expense Totals	18,146.99	27,182.47	(9,035.48)	126,002.17	326,236.00	38.62%	200,233.83

City of Iowa Colony
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Item 12.

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	68,934.38	18,000.00	50,934.38	231,084.75	216,000.00	106.98%	(15,084.75)
Sales Tax Totals	68,934.38	18,000.00	50,934.38	231,084.75	216,000.00	106.98%	(15,084.75)
Miscellaneous							
20-4910 Interest Income	1,986.99	0.00	1,986.99	14,304.59	0.00	0.00%	(14,304.59)
Miscellaneous Totals	1,986.99	0.00	1,986.99	14,304.59	0.00	0.00%	(14,304.59)
Revenue Totals	70,921.37	18,000.00	52,921.37	245,389.34	216,000.00	113.61%	(29,389.34)

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Item 12.

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	53.60	6,250.00	(6,196.40)	65,604.81	75,000.00	87.47%	9,395.19
Materials & Supplies	17,038.88	7,353.89	9,684.99	30,562.95	88,276.00	34.62%	57,713.05
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	1,054.51	2,873.85	(1,819.34)	25,841.28	34,500.00	74.90%	8,658.72
Police Totals	<u>18,146.99</u>	<u>27,182.47</u>	<u>(9,035.48)</u>	<u>126,002.17</u>	<u>326,236.00</u>	<u>38.62%</u>	<u>200,233.83</u>
Expense Total	<u>18,146.99</u>	<u>27,182.47</u>	<u>(9,035.48)</u>	<u>126,002.17</u>	<u>326,236.00</u>	<u>38.62%</u>	<u>200,233.83</u>

City of Iowa Colony
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Item 12.

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	0.00	6,725.83	(6,725.83)	0.00	80,710.00	0.00%	80,710.00
20-20-5104 Salaries - Overtime	0.00	666.40	(666.40)	3,993.13	8,000.00	49.91%	4,006.87
20-20-5106 Social Security/Medicare	0.00	515.00	(515.00)	0.00	6,180.00	0.00%	6,180.00
20-20-5107 TMRS	0.00	740.00	(740.00)	0.00	8,880.00	0.00%	8,880.00
20-20-5108 Health & Life Insurance	0.00	2,000.00	(2,000.00)	0.00	24,000.00	0.00%	24,000.00
20-20-5109 Worker's Comp	0.00	27.50	(27.50)	0.00	330.00	0.00%	330.00
20-20-5110 Texas Workforce Commission	0.00	11.67	(11.67)	0.00	140.00	0.00%	140.00
20-20-5114 Benefits Admin Fees	0.00	18.33	(18.33)	0.00	220.00	0.00%	220.00
20-20-5206 Professional Services	60.00	624.75	(564.75)	6,017.50	7,500.00	80.23%	1,482.50
20-20-5222 Investigations	0.00	133.28	(133.28)	1,176.17	1,600.00	73.51%	423.83
20-20-5223 Training & Travel	994.51	1,666.00	(671.49)	13,319.61	20,000.00	66.60%	6,680.39
20-20-5230 Radio Service	0.00	449.82	(449.82)	5,328.00	5,400.00	98.67%	72.00
20-20-5301 Office Supplies	0.00	166.60	(166.60)	44.38	2,000.00	2.22%	1,955.62
20-20-5303 Public Education & Training	1,017.75	333.33	684.42	4,007.32	4,000.00	100.18%	(7.32)
20-20-5307 Investigation Supplies	117.97	64.64	53.33	292.59	776.00	37.70%	483.41
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	10,346.09	2,915.50	7,430.59	11,378.58	35,000.00	32.51%	23,621.42
20-20-5315 Computer Software/License	2,049.00	1,541.05	507.95	10,243.79	18,500.00	55.37%	8,256.21
20-20-5316 Equipment Repair/Parts	489.95	416.67	73.28	661.95	5,000.00	13.24%	4,338.05
20-20-5317 Equipment & Other Rentals	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00
20-20-5328 Small Tools & Minor	3,018.12	416.50	2,601.62	3,018.12	5,000.00	60.36%	1,981.88
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	916.22	1,000.00	91.62%	83.78
20-20-5650 Vehicles & Machinery	53.60	6,250.00	(6,196.40)	65,604.81	75,000.00	87.47%	9,395.19
Police Totals	18,146.99	27,182.47	(9,035.48)	126,002.17	326,236.00	38.62%	200,233.83
Expense Totals	18,146.99	27,182.47	(9,035.48)	126,002.17	326,236.00	38.62%	200,233.83

City of Iowa Colony
 Financial Statement
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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Debt Service	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

City of Iowa Colony
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As of May 31, 2024

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30 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Administration Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Total	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

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Financial Statement
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Item 12.

30 - Capital Improvements Plan Fund (Administration)	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)	330,000.00	989,700.00	33.34%	659,700.00
30-10-5513 Interest on Debt	0.00	0.00	0.00	658,910.00	0.00	0.00%	(658,910.00)
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	50,000.00	(50,000.00)	0.00	600,000.00	0.00%	600,000.00
Administration Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

City of Iowa Colony
 Financial Statement
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36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Revenue Totals	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Expense Summary							
Professional/Contract Services	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)
Expense Totals	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)

City of Iowa Colony
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36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grant Income							
36-4803 State & Federal Grants	0.00	0.00	0.00	2,942.46	0.00	0.00%	(2,942.46)
36-4804 Office of Governor Body Armor	0.00	0.00	0.00	1,640.00	0.00	0.00%	(1,640.00)
Grant Income Totals	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Revenue Totals	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)

City of Iowa Colony
Financial Statement
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36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)
State & Federal Grants Totals	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)
Expense Total	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)

City of Iowa Colony
Financial Statement
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36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
36-20-5223 Training & Travel	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)
State & Federal Grants Totals	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)
Expense Totals	135.00	0.00	135.00	335.00	0.00	0.00%	(335.00)

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

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	753.30	0.00	753.30	5,622.36	0.00	0.00%	(5,622.36)
Revenue Totals	753.30	0.00	753.30	5,622.36	0.00	0.00%	(5,622.36)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

City of Iowa Colony
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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	753.30	0.00	753.30	5,622.36	0.00	0.00%	(5,622.36)
Fines & Forfeitures Totals	753.30	0.00	753.30	5,622.36	0.00	0.00%	(5,622.36)
Revenue Totals	753.30	0.00	753.30	5,622.36	0.00	0.00%	(5,622.36)

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40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Municipal Court Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Total	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

City of Iowa Colony
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40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
40-25-5332 Court Technology	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Municipal Court Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

City of Iowa Colony
 Financial Statement
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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	922.79	0.00	922.79	6,883.58	0.00	0.00%	(6,883.58)
Revenue Totals	922.79	0.00	922.79	6,883.58	0.00	0.00%	(6,883.58)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Expense Totals	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)

City of Iowa Colony
 Financial Statement
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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	922.79	0.00	922.79	6,883.58	0.00	0.00%	(6,883.58)
Fines & Forfeitures Totals	922.79	0.00	922.79	6,883.58	0.00	0.00%	(6,883.58)
Revenue Totals	922.79	0.00	922.79	6,883.58	0.00	0.00%	(6,883.58)

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

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Municipal Court Totals	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Expense Total	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)

City of Iowa Colony
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41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
41-25-5333 Court Security	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Municipal Court Totals	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Expense Totals	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)

City of Iowa Colony
 Financial Statement
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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,516.48	0.00	1,516.48	10,917.40	0.00	0.00%	(10,917.40)
Revenue Totals	1,516.48	0.00	1,516.48	10,917.40	0.00	0.00%	(10,917.40)
Expense Summary							
Capital Outlay	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)
Expense Totals	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)

City of Iowa Colony
 Financial Statement
 As of May 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	1,516.48	0.00	1,516.48	10,917.40	0.00	0.00%	(10,917.40)
Miscellaneous Totals	1,516.48	0.00	1,516.48	10,917.40	0.00	0.00%	(10,917.40)
Revenue Totals	1,516.48	0.00	1,516.48	10,917.40	0.00	0.00%	(10,917.40)

City of Iowa Colony
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As of May 31, 2024

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)
Administration Totals	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)
Expense Total	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)

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

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50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
50-10-5650 Vehicles & Machinery	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)
Administration Totals	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)
Expense Totals	80,295.80	0.00	80,295.80	181,620.30	0.00	0.00%	(181,620.30)

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
THANKING THE SPONSORS OF THE CITY'S INDEPENDENCE DAY
CELEBRATION AND URGING ALL PEOPLE TO PARTICIPATE**

WHEREAS, the City of Iowa Colony wishes to celebrate the birth of our nation; and

WHEREAS, fireworks displays have been a time-honored, family-oriented form of celebrating Independence Day since John Adams wrote to his wife upon signing the Declaration of Independence that Independence Day "will be celebrated, by succeeding Generations, as the great anniversary Festival," with "Illuminations from one End of this Continent to the other from this Time forward forever more;" and

WHEREAS, the City of Iowa Colony will continue this tradition with festivities beginning at 6:00 p.m., Thursday, July 4, 2024, at Alvin ISD Freedom Field, 10855 Iowa Colony Boulevard; and

WHEREAS, this celebration will include a fireworks display beginning at 9:15 p.m.; and

WHEREAS, several friends of Iowa Colony have generously sponsored the City's fireworks display;

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

SECTION 1. That the City of Iowa Colony expresses its sincere gratitude for the generous contributions of the sponsors of the City's fireworks display on July 4, 2024:

PLATINUM Sponsors:

CenterPoint Energy

GOLD Sponsors:

Adico Consulting Engineers

Encore Capital Holdings

Lagoon Development

Maldonado Landscaping

Performance Services

SiEnvironmental

SILVER Sponsors:

Creekhaven

Prime Spot Fuels

Saber Power

Sterling Meridiana 35 GP, LLC

BRONZE Sponsors:

ABHR
Clear Channel Outdoor
Coats Rose, P.C.
EHRA
Gregg & Gregg, P.C.
Joiner Architects
Kendig Keast Collaborative
Manvel Insurance
The Muller Law Group, PLLC
Next Level Urgent Care
SAFEbuilt/BBG Consulting
True North Emergency Management

SECTION 2. That the City of Iowa Colony urges all people to join together in our celebration of Independence Day on July 4, 2024.

READ, PASSED, AND APPROVED ON JUNE 10, 2024

City of Iowa Colony, Texas
By: Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary



APPLICATION FOR VARIANCE REQUEST or APPEAL

Item 16.

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the www.iowacolonytx.gov for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is \$1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): ☐ ZONING ☐ UDC ☐ ZONING ORDINANCE ☒ SIGN ORDINANCE ☐ APPEAL

APPLICANT INFORMATION:

Name of Applicant: **Ezzi Signs / Hussain Contractor**
Address of Applicant: **16611 West Little York Rd,** Phone: **713-232-0771**
Houston, TX 77084 Email: **flor@ezzisigns.com**
Name of Owner: **Samina Sadruddin**
Address of Owner: **2942 Meridiana Pkwy** Phone: **1 (281) 250-0340**
Rosharon, TX 77583 Email: **forefundersllc@gmail.com**

PROPERTY INFORMATION:

Address of Subject Property: **2942 Meridiana Pkwy, Rosharon, TX 77583**
Legal Description of Subject Property: _____
Brazoria County Tax No(s): _____
Current Zoning: _____ Water and Sanitary Serviced by: _____
Street Frontage Type (Circle One): Private or Public FIRM Map Panel Number: _____

VARIANCE REQUEST/APPEAL INFORMATION: Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.

List Ordinance or Code: **ordinance_number_-_2016-19_-_sign_ordinance_4_3.pdf (iowacolonytx.gov)**
Request and reason: **Specific use of this property is a multi-tenant building.**
To insure the success of the tenants occupying space here we would like to request a taller sign with a larger sq ft.

List Ordinance or Code: _____
Request and reason: _____

List of supplemental documentation provided: **design package**

Planning Commission Date Requested: _____ City Council Date Requested: _____

Requestor Signature or Owner and Date:  **04-30-24**

FOR CITY USE ONLY: Application Received By: **Rachel Patterson** Date Received: **05/01/24**

Planning Commission Date: _____ Fee Received: **Check # 10444**

City Council Date: _____ Notifications Required: ☐ Published Notice ☐ Public Hearing

Date Approved or Denied: _____ ☐ Posting on Property (applicant responsibility) ☐ Personal Notice

Project No.: **4001** ☐ Written Notice of Decision

SIERRA VISTA PLAZA

SIERRA VISTA PLAZA
ES 6151 - SIGN PRESENTATION

2942 MERIDIANA PRKY
ROASHARON, TX





EZZI SIGNS
EST. 2005

16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0771

PROJECT:
Sierra Vista Plaza

ADDRESS:
2942 Meridiana Prky
Rosharon, TX

DATE: 08/05/22

PROJECT NUMBER:
ES6151

DESIGNER:
MAURICIO

REVISIONS
R1: 00/00/2021
DESIGN UPDATE
R2: 00/00/2021
DESIGN UPDATE
R3: 00/00/2021
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:



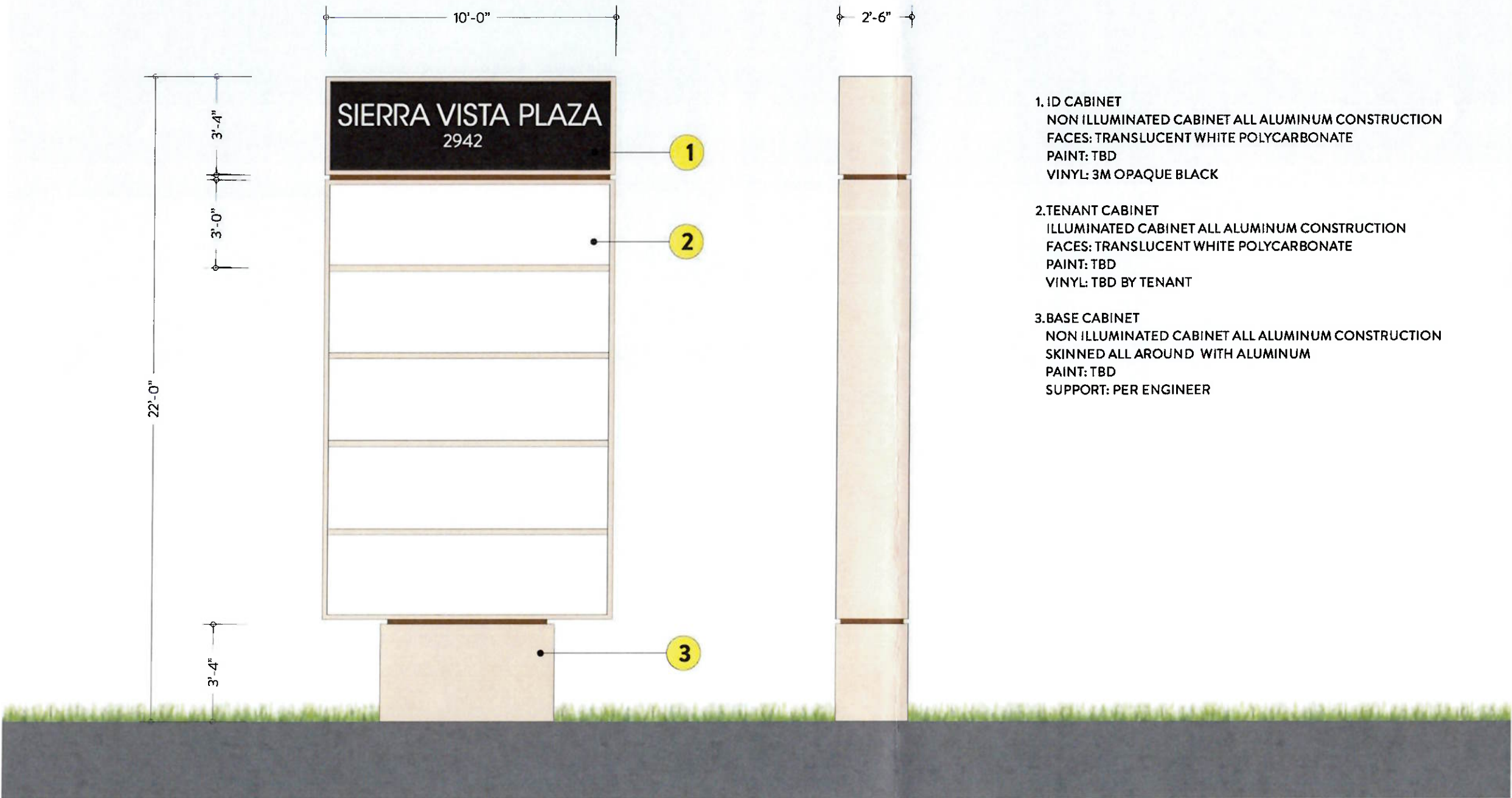
Ⓢ Installation requirements. This sign is to be installed in accordance with the requirements of article 600 of the national electric code and other applicable local codes. This includes proper grounding and bonding of the sign.

All conceptual renderings are property of Ezzi Signs. Any reproduction, exhibition, or use of this drawing is strictly prohibited.
©2022. All rights reserved.

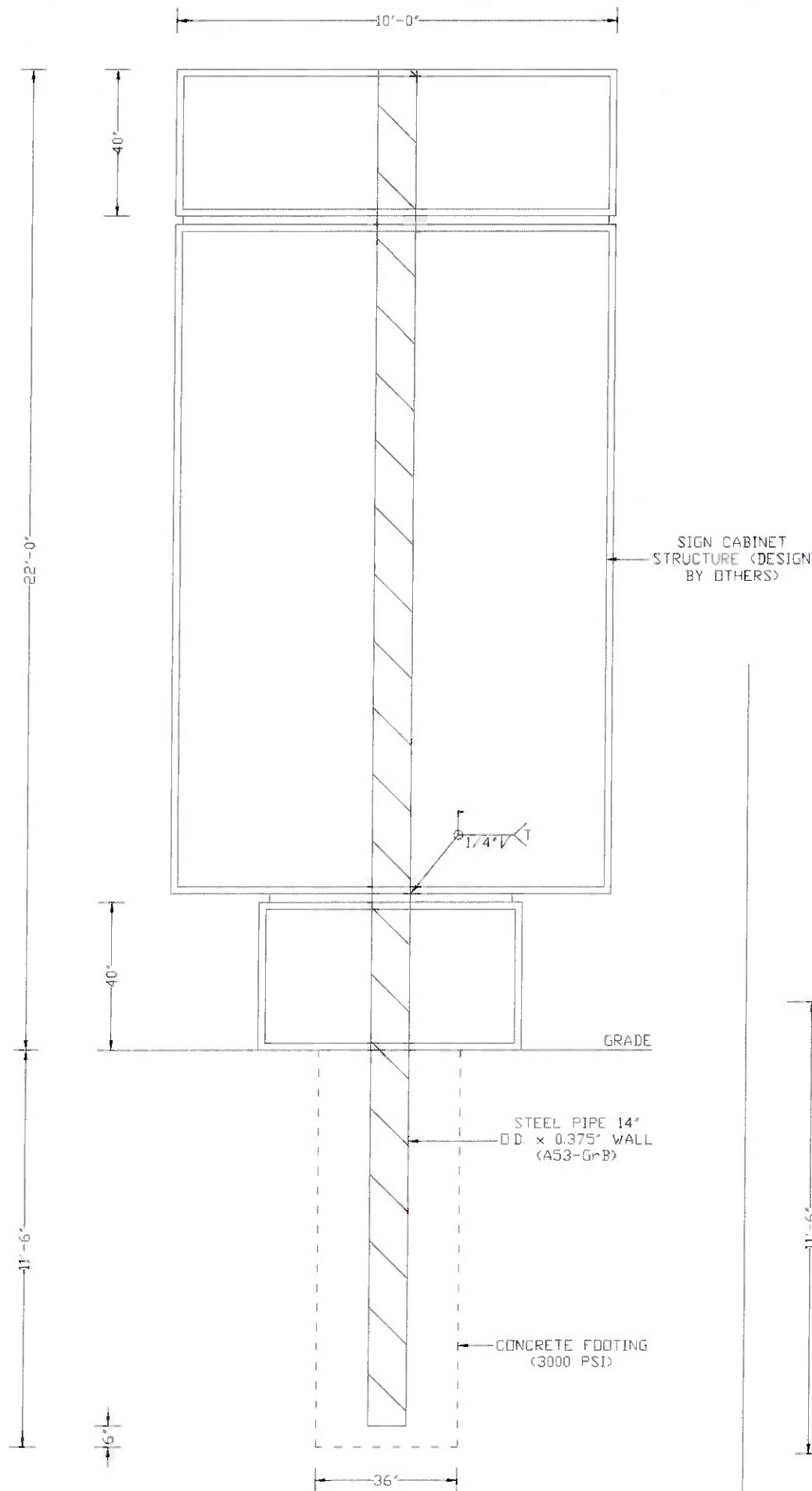
OPTION 2

A

QTY: 1



- 1. ID CABINET
NON ILLUMINATED CABINET ALL ALUMINUM CONSTRUCTION
FACES: TRANSLUCENT WHITE POLYCARBONATE
PAINT: TBD
VINYL: 3M OPAQUE BLACK
- 2. TENANT CABINET
ILLUMINATED CABINET ALL ALUMINUM CONSTRUCTION
FACES: TRANSLUCENT WHITE POLYCARBONATE
PAINT: TBD
VINYL: TBD BY TENANT
- 3. BASE CABINET
NON ILLUMINATED CABINET ALL ALUMINUM CONSTRUCTION
SKINNED ALL AROUND WITH ALUMINUM
PAINT: TBD
SUPPORT: PER ENGINEER



Design Support Steel

Section	Area (sq ft)	Shape Factor	Wind (psf)	Force	Moment
Area	220.00	1	37	8140	89540
				8140	89540

$$S > M / F_b = 89540 \times 12 \times 1.5 \text{ (SF)} / 1 \times 35000 = 47 \text{ in}^3 < 53 \text{ in}^3$$

Use Circular Steel Pipe 14 in O.D. x 0.375 in Wall (A53-GrB)

Foundation Design

$$P = 8140 / 1 = 8140$$

$$b = 36 \text{ in}$$

$$S_1 = 2 \times 150 \times 11.5 / 3 = 1150$$

$$h = 89540 / 8140 = 11.0$$

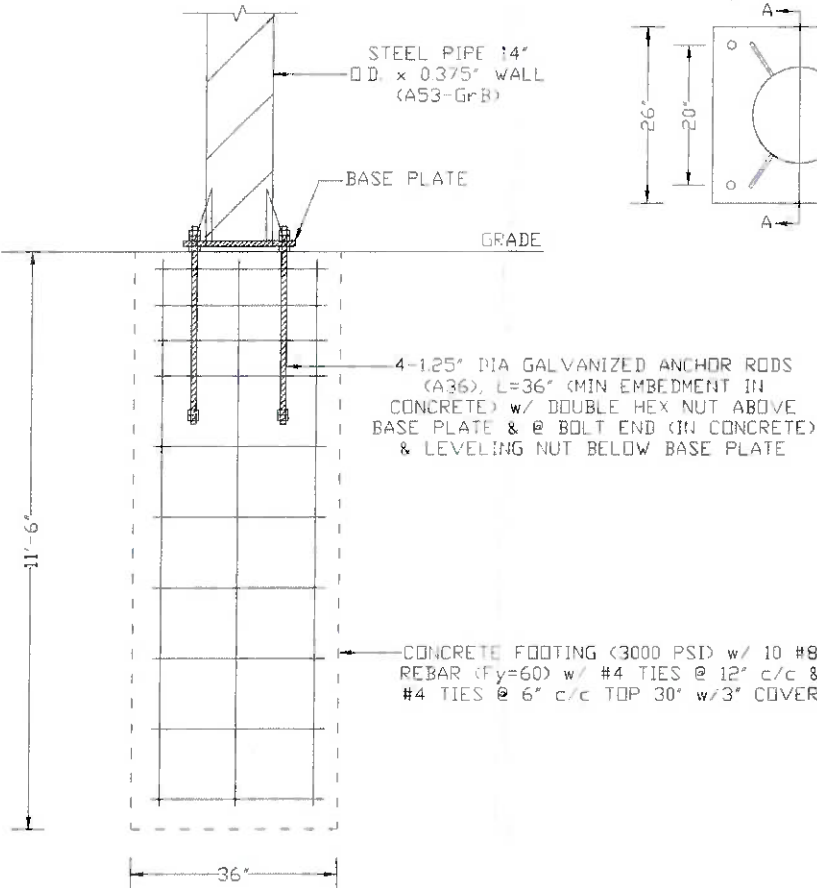
$$A = 2.34 P / S \times b = 2.34 \times 8140 / 1150 \times 3 = 5.52$$

$$d = A/2 [1 + \text{sq rt } \{1 + (4.36 h / A)\}]$$

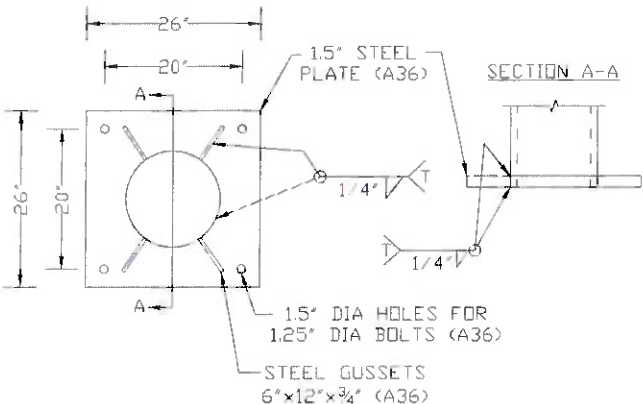
$$d = 5.52 / 2 [1 + \text{sq rt } \{1 + (4.36 \times 11.0 / 5.52)\}] = 11.35 \text{ ft} < 11.50 \text{ ft}$$

Use Concrete Footing 36 in Diameter x 11.50 ft Deep (3000 PSI)

ALTERNATE FOOTING



BASE PLATE DETAILS



SMB
ENGINEERING, LLC
WWW.SMB-ENGINEERING.COM
TEL: 832-443-7328

TEXAS REGISTRATION NUMBER : F-10116

EZZI SIGNS
16611 W LITTLE YORK ROAD,
HOUSTON, TX 77084

SIERRA VISTA PLAZA
2942 MERIDIANA PARKWAY,
ROSHARON, TX

PRJ # : 24-B034

DWG BY : HMN

SCALE : NTS

DATE : FEB 2024

REV : 0

PAGE : 1 OF 1



3144 Meridiana Parkway
Iowa Colony Tx. 77583
Phone: (346) 395-4551
Fax: (281) 369-0005
www.iowacolonytx.gov

May 24, 2024

Sierra Vista Plaza
2942 Meridiana Parkway
Iowa Colony, TX 77583

Re.: Letter of Recommendation
Sign Variance

Attn.: Planning and Zoning Commission
City Council

On April 30, 2024, Ezzl Signs/Hussain Contractor applied for a variance in reference to the sign ordinance. City Staff is recommending against the variance for the following reasons listed below.

The sign exceeds the maximum effective area and height.

1. Ordinance allows 60 square feet proposed effective area is 220 square feet.
2. Ordinance allows maximum height of 6', proposed maximum height is 22'ft tall.

See attached plans and drawings.

Thanks,

Albert Cantu

Albert Cantu,
Building Official/Fire Marshal

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS
GRANTING A VARIANCE TO CERTAIN REQUIREMENTS OF THE
SIGN ORDINANCE FOR A SIGN LOCATED AT 2942 MERIDIANA
PARKWAY; FINDING FACTS; PROVIDING CONDITIONS AND
EXCEPTIONS, AND CONTAINING RELATED PROVISIONS**

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

Section 1. Background

The request is stated on the Application for Variance Request for a taller sign and a larger square footage to ensure the success of tenants occupying space, attached plans and drawings, and the Letter of Recommendation dated May 24, 2024, recommending against the variance, all of which are attached hereto and incorporated herein in full.

Section 2. Findings of Fact

The City Council has determined that a variance should be granted on the terms herein stated, because the facts and circumstances satisfy the criteria in Section 14,B,1 of the Sign Ordinance, No. 2016-19, as follows:

- a.** The granting of this variance will not in any way be materially detrimental to the subject property where the sign is located, to any other property or improvements, or to the integrity, soundness, or safeness of the sign.
- b.** The granting of this variance will not be materially detrimental to the public health, safety, or well-being.
- c.** The literal enforcement of the Sign Ordinance would create an undue hardship in the case in question.
- d.** The granting of this variance will not in any way be contrary to the purpose or intent of the Sign Ordinance.

Section 3. Grant of Variance

Accordingly, the City Council hereby grants a variance, on the terms herein stated, to only the above specified requirements of the Sign Ordinance and only as to the above specified violations by the above specified existing sign.

Section 4. Conditions and Exceptions

This variance is granted strictly upon the following conditions:

- a. The total height of the structure must not exceed 22 feet.
- b. This variance does not apply to any future expansion, remodeling, or replacement of the sign described herein or to anything that increases the nonconformity of the sign in any way.
- c. No other monument sign shall be located on the premises where the existing sign is located.

Section 5. Nonwaiver of Immunity

Nothing herein shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its personnel or agents.

Section 6. Nonwaiver by Nonenforcement

The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy hereunder shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Section 7. Savings Clause

Except as specifically herein provided, all provisions of Ordinance No. 2016-19, and all other ordinances of the City shall remain in full force and effect.

Section 8. Severance Clause

If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

Section 9. Open Meetings Act

That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date

This ordinance shall be effective from its passage and adoption.

READ, PASSED AND ADOPTED ON 10TH DAY OF JUNE 2024.

**WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS**

ATTEST:

**KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS**

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS
GRANTING A VARIANCE TO CERTAIN REQUIREMENTS OF THE
SIGN ORDINANCE FOR A SIGN LOCATED AT 2320 MERIDIANA
PARKWAY; FINDING FACTS; PROVIDING CONDITIONS AND
EXCEPTIONS, AND CONTAINING RELATED PROVISIONS**

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

Section 1. Background

The request is stated on the Application for Variance Request for additional square footage and letter height so that the sign can be read from any distance, attached plans and drawings, and the Letter of Recommendation dated May 24, 2024, recommending against the variance, all of which are attached hereto and incorporated herein in full.

Section 2. Findings of Fact

The City Council has determined that a variance should be granted on the terms herein stated, because the facts and circumstances satisfy the criteria in Section 14,B,1 of the Sign Ordinance, No. 2016-19, as follows:

- a.** The granting of this variance will not in any way be materially detrimental to the subject property where the sign is located, to any other property or improvements, or to the integrity, soundness, or safeness of the sign.
- b.** The granting of this variance will not be materially detrimental to the public health, safety, or well-being.
- c.** The literal enforcement of the Sign Ordinance would create an undue hardship in the case in question.
- d.** The granting of this variance will not in any way be contrary to the purpose or intent of the Sign Ordinance.

Section 3. Grant of Variance

Accordingly, the City Council hereby grants a variance, on the terms herein stated, to only the above specified requirements of the Sign Ordinance and only as to the above specified violations by the above specified existing sign.

Section 4. Conditions and Exceptions

This variance is granted strictly upon the following conditions:

- a.** Sign B: The wall height must not exceed 62” inches.
Sign E and F: The wall height must not exceed 44” inches. The wall sign area must not exceed 83.12 square feet.
- b.** This variance does not apply to any future expansion, remodeling, or replacement of the sign described herein or to anything that increases the nonconformity of the sign in any way.
- c.** No other monument sign shall be located on the premises where the existing sign is located.

Section 5. Nonwaiver of Immunity

Nothing herein shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its personnel or agents.

Section 6. Nonwaiver by Nonenforcement

The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy hereunder shall never be construed as a waiver of the City’s right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Section 7. Savings Clause

Except as specifically herein provided, all provisions of Ordinance No. 2016-19, and all other ordinances of the City shall remain in full force and effect.

Section 8. Severance Clause

If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

Section 9. Open Meetings Act

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Section 10. Effective Date

This ordinance shall be effective from its passage and adoption.

READ, PASSED AND ADOPTED ON 10TH DAY OF JUNE 2024.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS



APPLICATION FOR VARIANCE REQUEST or APPEAL

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the www.iowacolonytx.gov for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is \$1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): ☐ ZONING ☐ UDC ☐ ZONING ORDINANCE ☒ SIGN ORDINANCE ☐ APPEAL

APPLICANT INFORMATION:

Name of Applicant: TEXAS REPUBLIC SIGNS, LLC / MICHAEL EVERETT
 Address of Applicant: 2211 PECH RD HOUSTON TX 77055 Phone: 832-865-4662
 Email: BRAD@TEXASREPUBLICSIGNS.COM
 Name of Owner: PANJWANI ENERGY (AAMIR PANJWANI)
 Address of Owner: 6161 SAVOY DR #1111 HOUSTON TX 77036 Phone: 281-857-2515
 Email: AAMIR@PANJWANIENT.COM

PROPERTY INFORMATION:

Address of Subject Property: 2320 MERIDIANA PARKWAY
 Legal Description of Subject Property: A0288 H T & B R R BLOCK 1 TRACT RESERVE A (UNRESTRICTED) (SIERRA VISTA CENTER) ACRES 7.9714
 Brazoria County Tax No(s): 708109
 Current Zoning: DEVELOPMENT AGREEMENT Water and Sanitary Serviced by: _____
 Street Frontage Type (Circle One): Private or ☒ Public FIRM Map Panel Number: _____

VARIANCE REQUEST/APPEAL INFORMATION: Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.

List Ordinance or Code: SEC 25 WALL SIGNS B.1.A.1
 Request and reason: APPROVAL FOR ADDITIONAL SQ FOOTAGE / THE ALLOWED SQ FOOTAGE IS TO SMALL FOR THE SIGN TO BE READ FROM ANY DISTANCE AWAY
 List Ordinance or Code: SEC 25 WAL SIGNS B.2.B
 Request and reason: APPROVAL OF ADDITIONAL LETTER HEIGHT / THE ALLOWED SQ FOOTAGE IS TO SMALL FOR THE SIGN TO BE READ FROM ANY DISTANCE AWAY

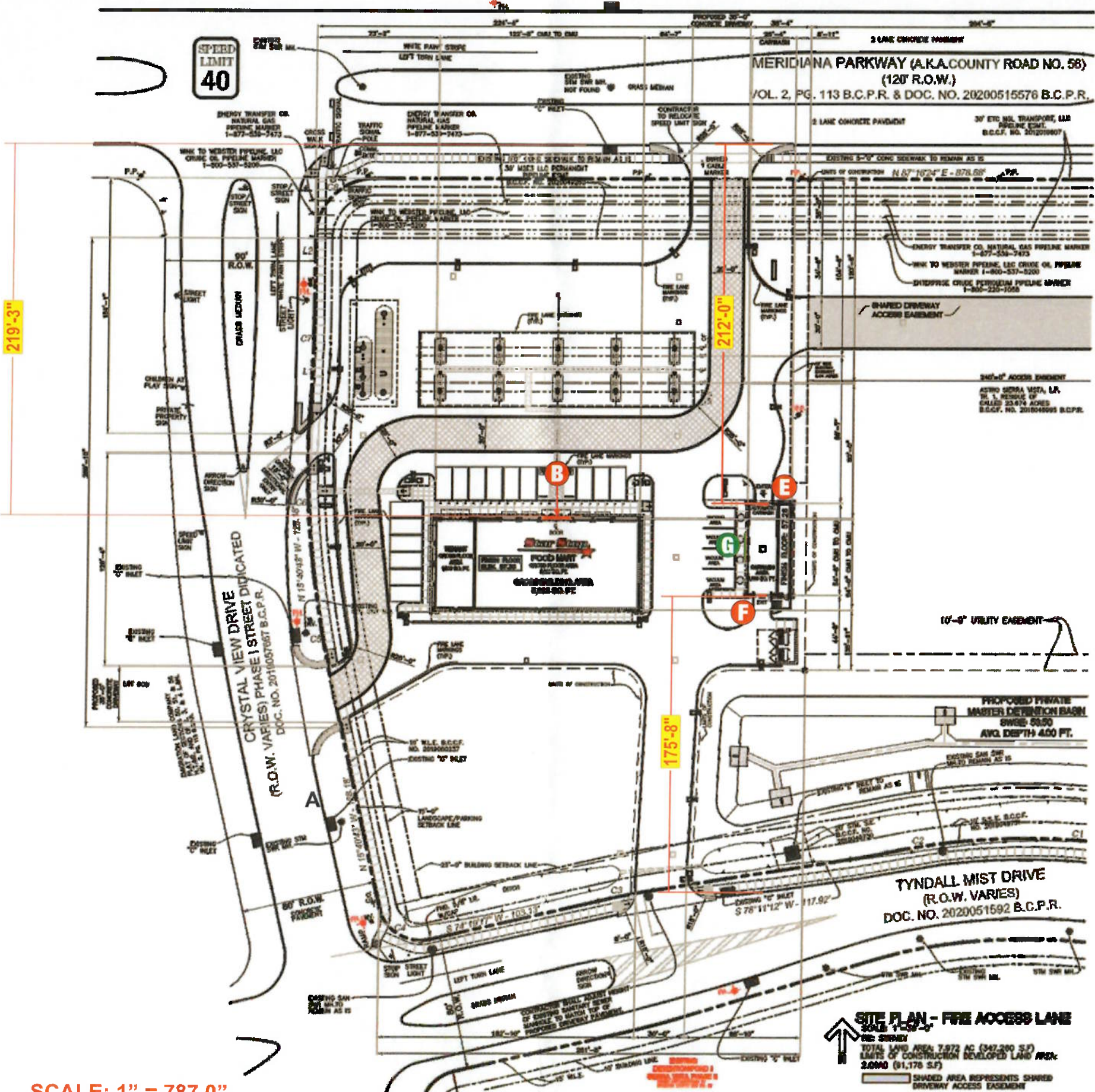
List of supplemental documentation provided: DRAWINGS SET WITH REQUESTED SIZE VS WHAT CODE ALLOWS.

Planning Commission Date Requested: ASAP City Council Date Requested: _____
 Requestor Signature or Owner and Date: MICHAEL B EVERETT

FOR CITY USE ONLY: Application Received By: Rachel Patterson Date Received: 04/24/24
 Planning Commission Date: _____ Fee Received: _____
 City Council Date: _____ Notifications Required: ☐ Published Notice ☐ Public Hearing
 Date Approved or Denied: _____ ☐ Posting on Property (applicant responsibility) ☐ Personal Notice
 Project No.: 3959 ☐ Written Notice of Decision

STAR STOP # 131
2320 MERIDIANA PARKWAY
ROSHARON, TX 77583

- B STAR STOP WALL SIGN 18 FT
- E CAR WASH - ENTRANCE
- F CAR WASH - EXIT
- G CAR WASH - ALLOWED NPR



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:
STAR STOP #131

Address:
2320 MERIDIANA PKWY
ROSHARON, TX 77583

City of Jurisdiction:
IOWA COLONY TX

Designer:
BE

Date Created:
1-30-2024

W.O. #:

File Path:
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TX\PRELIM DRAWINGS.CDR

REVISIONS	
Rev 1:	
Rev 2:	
Rev 3:	
Rev 4:	
Rev 5:	

CUSTOMER APPROVAL

Todd Signature: _____

Date: _____

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODE. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS		
AMPS:	VOLTS:	CIRCUITS:
0.0	0.0	0 @ 120V

SCOPE OF WORK
FABRICATE CHANNEL LETTERS

- SPECIFICATIONS: CHANNEL LETTERS
- TRIM CAP: 1" PRE-FINISHED BLACK
 - FACES: WHITE ACRYLIC W/ APPLIED V1 VINYL ON "S" AND "STAR"
 - 5" RETURNS: .040 PRE FINISHED WHITE
 - BACKS: STOCK COLOR
 - WHITE LEDS WITH REMOTE POWER SUPPLY BEHIND WALL
 - INDIVIDUALLY MOUNTED

COLOR LEGEND

VINYL COLORS

1: TRANS. 3630-33 RED

HEIGHT & SQ FOOTAGE ALLOWED BY CODE



B

StarStop.....38.89 sq ft

UPDATED CONDITIONS

ELEVATION

SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:
STAR STOP #131

Address:
2320 MERIDIANA PKWY
ROSHARON, TX 77583

City of Jurisdiction:
IOWA COLONY TX

Designer:
BE

Date Created:
1-30-2024

W.O. #:

File Path:
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TX\PRELIMN DRAWINGS.CDR

REVISIONS

Rev 1:	
Rev 2:	
Rev 3:	
Rev 4:	
Rev 5:	

CUSTOMER APPROVAL

Todd Signature:

Date:

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 690 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODE. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS

AMPS: VOLTS: CIRCUITS:
0.0 0.0 0 @ 120V

SCOPE OF WORK
FABRICATE CHANNEL LETTERS

SPECIFICATIONS: CHANNEL LETTERS

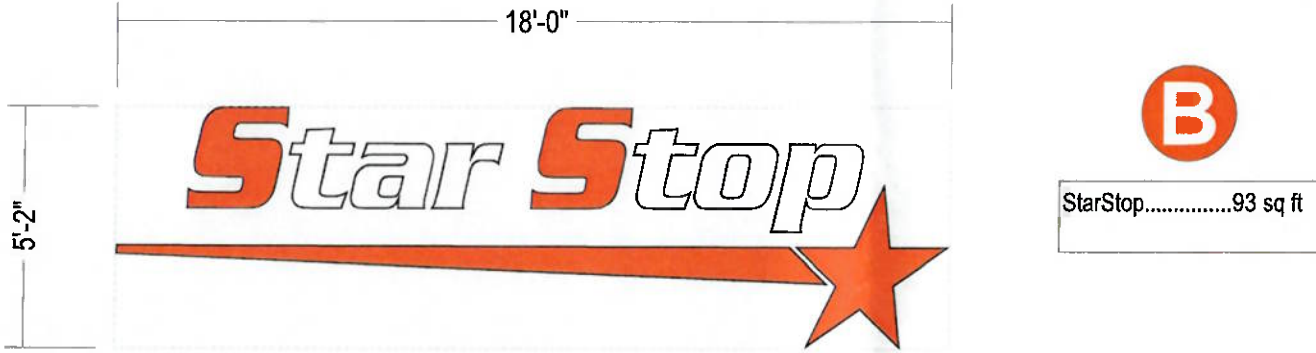
- TRIM CAP: 1" PRE-FINISHED BLACK
- FACES: WHITE ACRYLIC W/ APPLIED V1 VINYL ON "S" AND "STAR"
- 5" RETURNS: .040 PRE FINISHED WHITE
- BACKS: STOCK COLOR
- WHITE LEDS WITH REMOTE POWER SUPPLY BEHIND WALL
- INDIVIDUALLY MOUNTED

COLOR LEGEND

VINYL COLORS

1: TRANS. 3630-33 RED

VARIANCE REQUESTED HEIGHT & SQUARE FOOTAGE



UPDATED CONDITIONS

ELEVATION

SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:

STAR STOP #131

Address:

2320 MERIDIANA PKWY
ROSHARON, TX 77583

City of Jurisdiction:

IOWA COLONY TX

Designer:

BE

Date Created:

1-30-2024

W.O. #:

File Path:

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TX\PRELIM DRAWINGS.CDR

REVISIONS

Rev 1:	
Rev 2:	
Rev 3:	
Rev 4:	
Rev 5:	

CUSTOMER APPROVAL

Todd Signature:

Date:

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODE. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS

AMPS:	VOLTS:	CIRCUITS:
0.0	0.0	0 @ 120V

HEIGHT & SQ FOOTAGE ALLOWED BY CODE

SCOPE OF WORK

FABRICATE AND INSTALL BUBBLE
PANELS WITH CHANNEL LETTERS
AND LED LIGHT BARS

SPECIFICATIONS: BUBBLE PANELS

- .063 ALUM. PANELS WITH APPLIED,
V1 VINYL DIGITAL PRINT

SPECIFICATIONS: CHANNEL LETTERS

- TRIM CAP: 1" PRE FINISHED RED
- FACES: WHITE ACRYLIC
- 5" RETURNS: .040 PRE FINISHED RED
- BACKS: STOCK COLOR
- WHITE LEDS WITH REMOTE
POWER SUPPLY BEHIND WALL
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL

SPECIFICATIONS: LED LIGHT BAR

- FABRICATE AND INSTALL ONE 3" X 6
ILLUM. LIGHT BAR, PAINTED: P1
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL WITH 1 1/2" SPACERS,
PAINTED: P1

WALL: EFIS

COLOR LEGEND

PAINT COLORS

1: RED

VINYL COLORS

1: DIGITAL PRINT

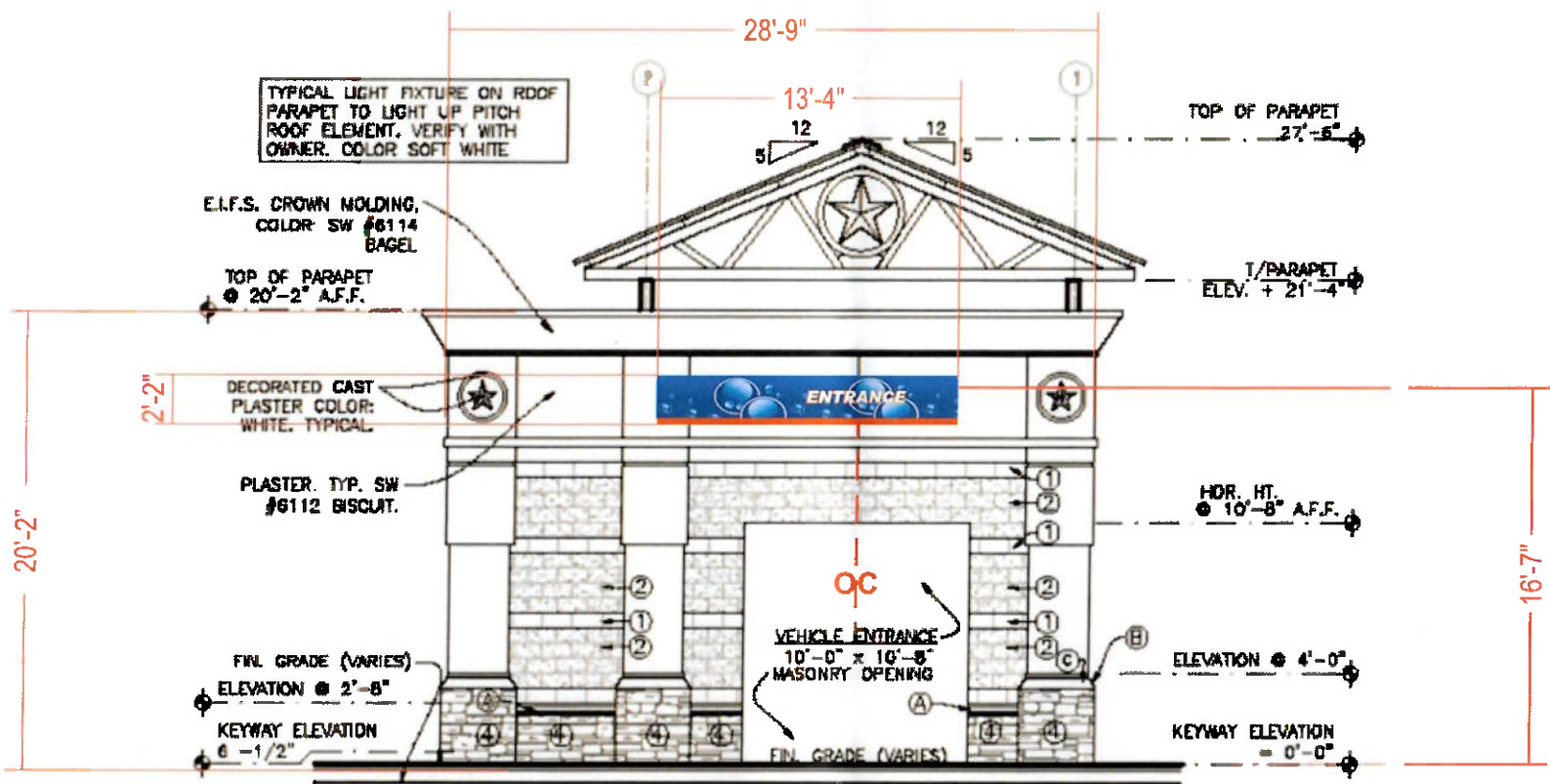


CENTER LETTERS OVER ENTRANCE OPENING



ELEVATION

SCALE: 3/16" = 1'-0"



2 ENTRANCE ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:
STAR STOP #131

Address:
2320 MERIDIANA PKWY
ROSHARON, TX 77583

City of Jurisdiction:
IOWA COLONY TX

Designer:
BE

Date Created:
1-30-2024

W.O. #:

File Path:
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TX\PRELIM DRAWINGS.CDR

REVISIONS

Rev 1:	
Rev 2:	
Rev 3:	
Rev 4:	
Rev 5:	

CUSTOMER APPROVAL

Todd Signature:

Date:

THIS SIGN IS INTENDED TO BE INSTALLED IN
ACCORDANCE WITH THE REQUIREMENTS OF
ARTICLE 660 OF THE NEC AND/OR OTHER
APPLICABLE LOCAL CODE. THIS INCLUDES
PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS

AMPS:	VOLTS:	CIRCUITS:
0.0	0.0	0 @ 120V

SCOPE OF WORK

FABRICATE AND INSTALL BUBBLE
PANELS WITH CHANNEL LETTERS
AND LED LIGHT BARS

SPECIFICATIONS: BUBBLE PANELS

- .063 ALUM. PANELS WITH APPLIED,
V1 VINYL DIGITAL PRINT

SPECIFICATIONS: CHANNEL LETTERS

- TRIM CAP: 1" PRE FINISHED RED
- FACES: WHITE ACRYLIC
- 5" RETURNS: .040 PRE FINISHED RED
- BACKS: STOCK COLOR
- WHITE LEDS WITH REMOTE
POWER SUPPLY BEHIND WALL
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL

SPECIFICATIONS: LED LIGHT BAR

- FABRICATE AND INSTALL ONE 3" X 6
ILLUM. LIGHT BAR, PAINTED: P1
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL WITH 1 1/2" SPACERS,
PAINTED: P1

WALL: EFIS

COLOR LEGEND

PAINT COLORS

1: RED

VINYL COLORS

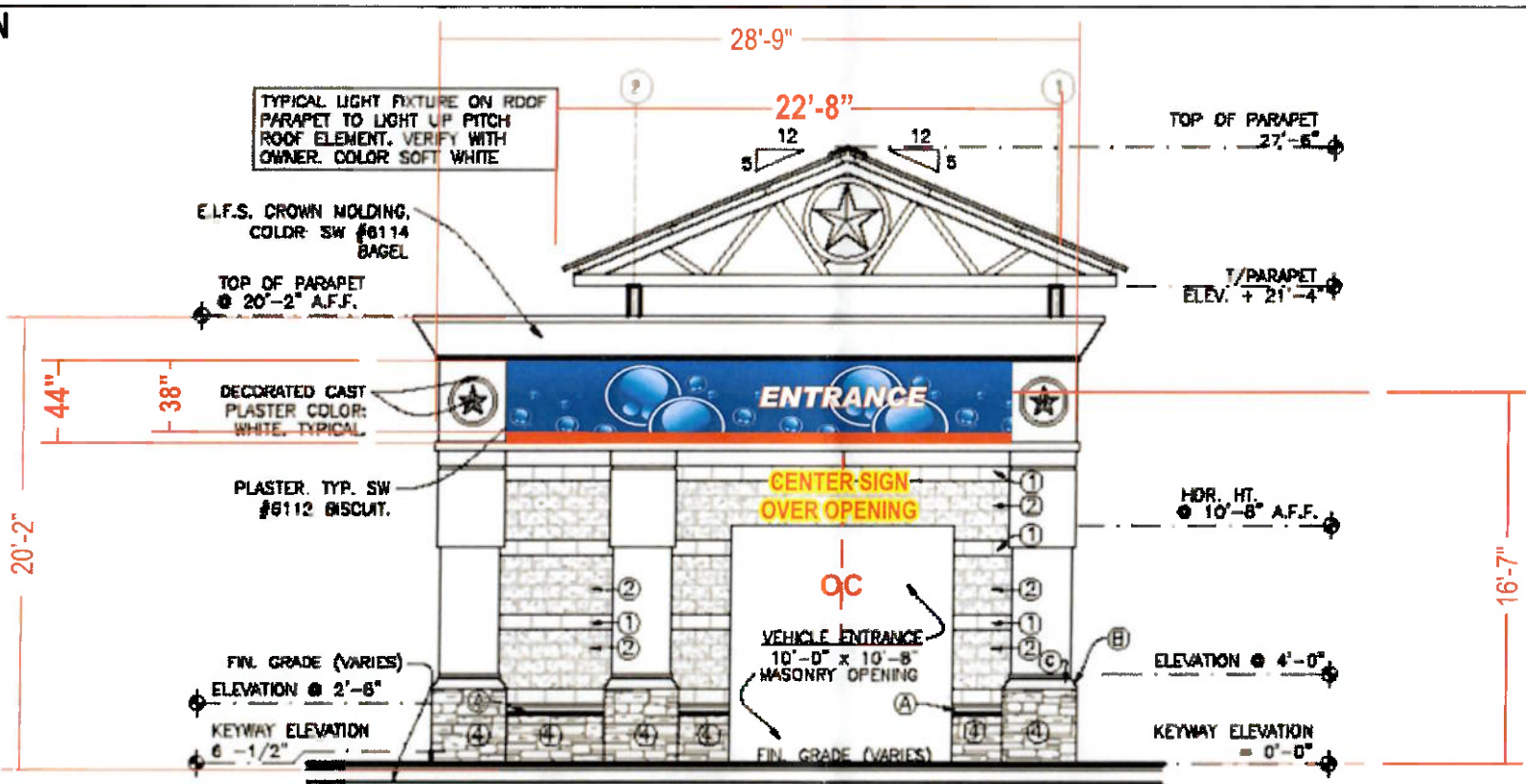
1: DIGITAL PRINT

VARIANCE REQUESTED HEIGHT & SQUARE FOOTAGE



E

Entrance.....6.87 sq ft



2 ENTRANCE ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:	STAR STOP #131
Address:	2320 MERIDIANA PKWY ROSHARON, TX 77583
City of Jurisdiction:	IOWA COLONY TX
Designer:	BE
Date Created:	1-30-2024
W.O. #:	
File Path:	P:\2024 JOBS\STAR STOP #131\ROSHARON TX\PRELIMN DRAWINGS.CDR

REVISIONS
Rev 1:
Rev 2:
Rev 3:
Rev 4:
Rev 5:

CUSTOMER APPROVAL
Todd Signature:
Date:

THIS SIGN IS INTENDED TO BE INSTALLED IN
ACCORDANCE WITH THE REQUIREMENTS OF
ARTICLE 600 OF THE NEC AND/OR OTHER
APPLICABLE LOCAL CODE. THIS INCLUDES
PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS
AMPS: VOLTS: CIRCUITS:
0.0 0.0 0 @ 120V

SCOPE OF WORK

FABRICATE AND INSTALL BUBBLE
PANELS WITH CHANNEL LETTERS
AND LED LIGHT BARS

SPECIFICATIONS: BUBBLE PANELS

- .063 ALUM. PANELS WITH APPLIED,
V1 VINYL DIGITAL PRINT

SPECIFICATIONS: CHANNEL LETTERS

- TRIM CAP: 1" PRE FINISHED RED
- FACES: WHITE ACRYLIC
- 5" RETURNS: .040 PRE FINISHED RED
- BACKS: STOCK COLOR
- WHITE LEDS WITH REMOTE
POWER SUPPLY BEHIND WALL
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL

SPECIFICATIONS: LED LIGHT BAR

- FABRICATE AND INSTALL ONE 3" X 6
ILLUM. LIGHT BAR, PAINTED: P1
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL WITH 1 1/2" SPACERS,
PAINTED: P1

WALL: EFIS

HEIGHT & SQ FOOTAGE ALLOWED BY CODE

F



2211 Pech Rd. Houston, TX 77055
Texasrepublicsigns.com
832-727-5415

Customer:
STAR STOP #131

Address:
2320 MERIDIANA PKWY
ROSHARON, TX 77583

City of Jurisdiction:
IOWA COLONY TX

Designer:
BE

Date Created:
1-30-2024

W.O. #:

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AMPS: VOLTS: CIRCUITS:
0.0 0.0 0 @ 120V

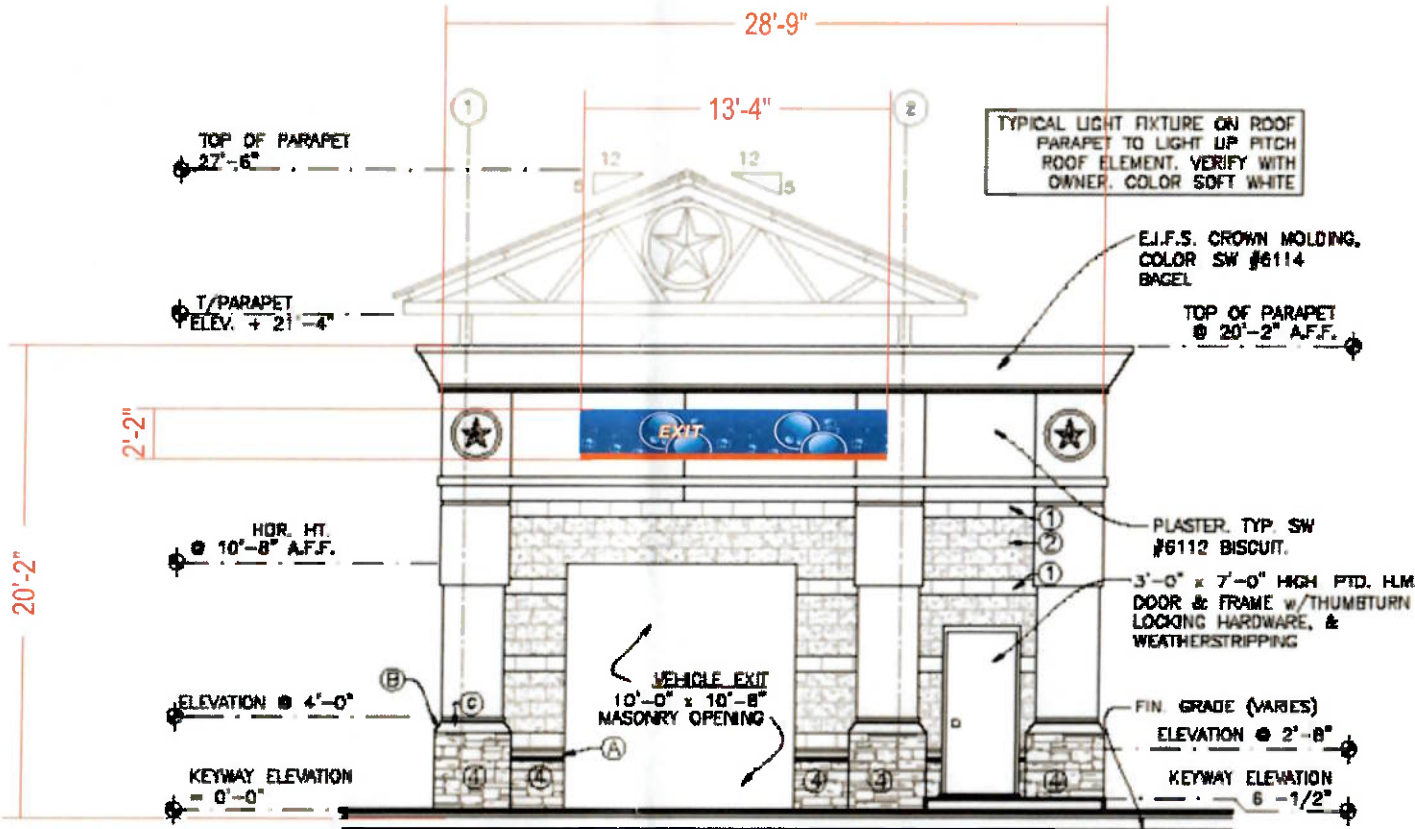
CENTER LETTERS OVER ENTRANCE OPENING
CENTER LETTERS OVER EXIT OPENING



28.82 SQ FT

ELEVATION

SCALE: 3/16" = 1'-0"



1 EXIT ELEVATION (SOUTH)

SCALE: 1/8" = 1'-0"

COLOR LEGEND	
PAINT COLORS	
	1: RED
VINYL COLORS	
	1: DIGITAL PRINT

SCOPE OF WORK

FABRICATE AND INSTALL BUBBLE
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POWER SUPPLY BEHIND WALL
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- FABRICATE AND INSTALL ONE 3" X 6
ILLUM. LIGHT BAR, PAINTED: P1
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL WITH 1 1/2" SPACERS,
PAINTED: P1

WALL: EFIS

COLOR LEGEND

PAINT COLORS

1: RED

VINYL COLORS

1: DIGITAL PRINT

VARIANCE REQUESTED HEIGHT & SQUARE FOOTAGE

F

Exit.....3.18 sq ft

ELEVATION

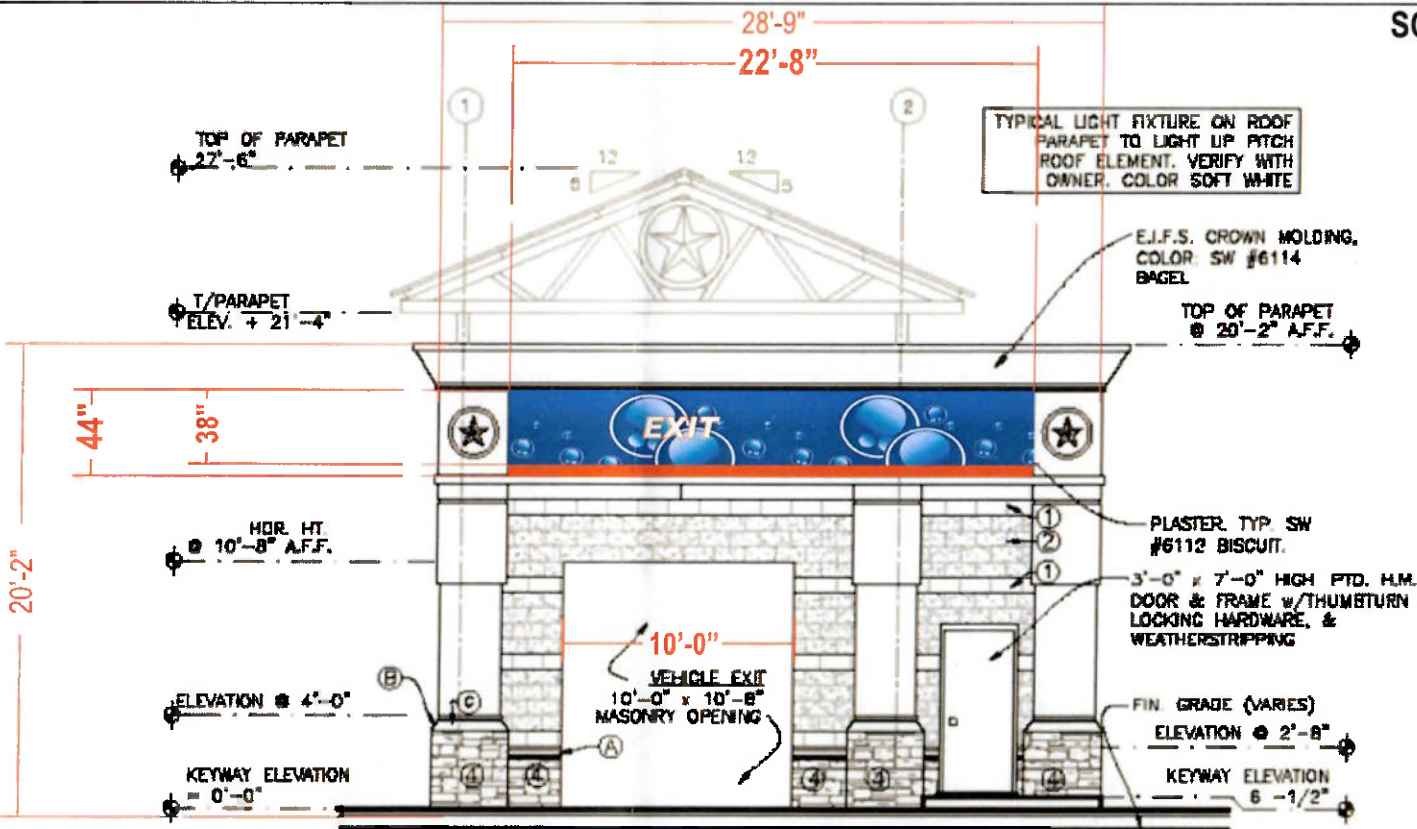
SCALE: 3/8" = 1'-0"

CENTER LETTERS OVER ENTRANCE OPENING
CENTER LETTERS OVER EXIT OPENING



ELEVATION

SCALE: 3/16" = 1'-0"



1 EXIT ELEVATION (SOUTH)

SCALE: 1/8" = 1'-0"



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832-727-5415

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2320 MERIDIANA PKWY
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ELECTRICAL REQUIREMENTS

AMPS: VOLTS: CIRCUITS:
0.0 0.0 0 @ 120V

SCOPE OF WORK

FABRICATE AND INSTALL BUBBLE
PANELS WITH CHANNEL LETTERS
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ILLUM. LIGHT BAR, PAINTED: P1
- INDIVIDUALLY MOUNTED OVER
BUBBLE PANEL WITH 1 1/2" SPACERS,
PAINTED: P1

WALL ELEVATION

COLOR LEGEND

PAIN

T COLORS

1: RED

VINYL

COLORS

1: DIGITAL PRINT

38.98
SQ FT

16'-8 1/2"

28"

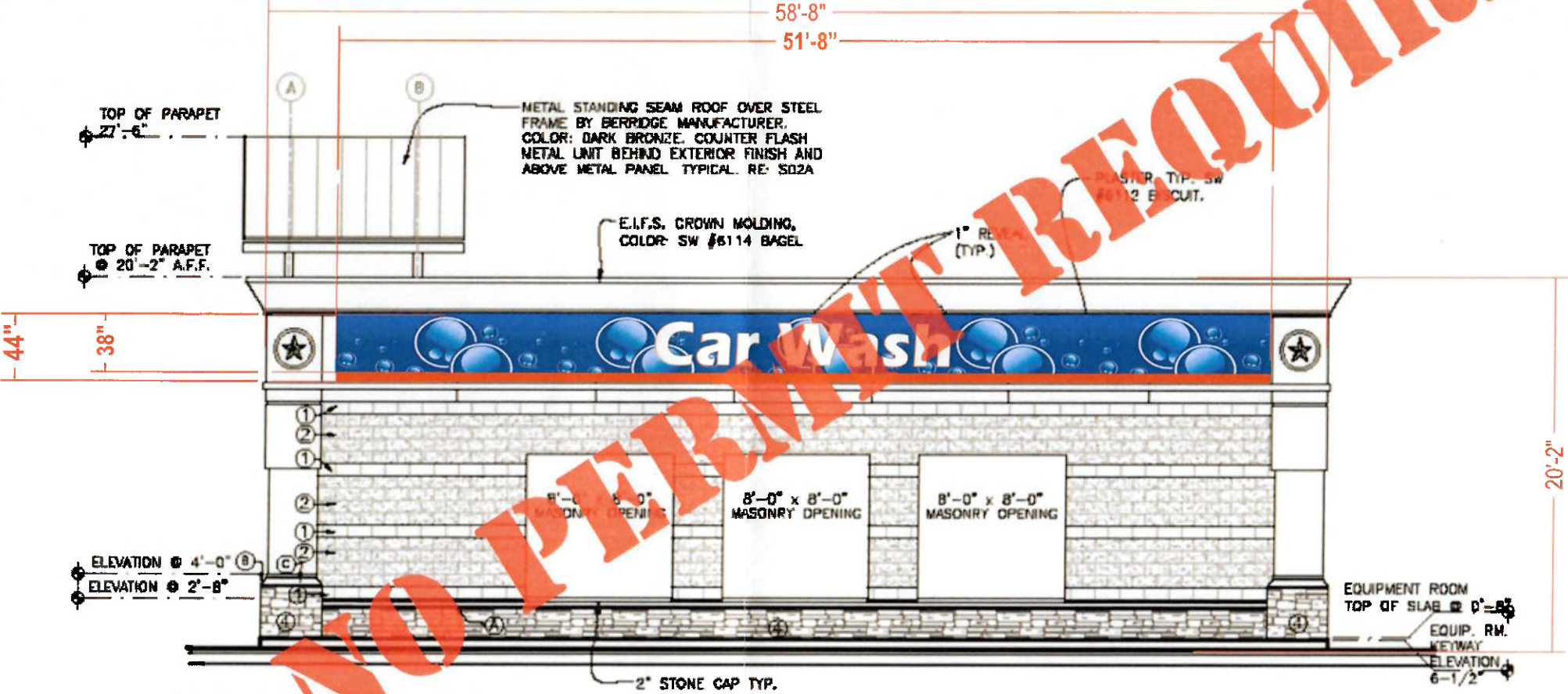
Car Wash

G

Car Wash.....12.28 sq ft

ELEVATION

SCALE: 1/4" = 1'-0"



4 WEST (SIDE) ELEVATION
SCALE: 1/8" = 1'-0"



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ELECTRICAL REQUIREMENTS		
AMPS:	VOLTS:	CIRCUITS:
0.0	0.0	0 @ 120V

ELEVATION

SCALE: 3/16" = 1'-0"



3144 Meridiana Parkway
Iowa Colony Tx. 77583
Phone: (346) 395-4551
Fax: (281) 369-0005
www.iowacolonytx.gov

May 24, 2024

Star Stop
2320 Meridiana Parkway
Iowa Colony, TX 77583

Re.: Letter of Recommendation
Sign Variance
Attn.: Planning and Zoning Commission
&
City Council

On April 24, 2024, Texas Republic Signs/Michael Everett applied for a variance in reference to the sign ordinance. City Staff are recommending against the variance for the following reasons listed below.

The signs exceed the maximum effective area and height.

Sign B- Star Stop Wall Sign

Not Approved- Building less than 10,000 sf the height of the wall sign is only allowed 1- ½” inches for every foot in height.

The building wall height is approximately 26’ ft 11” inches.

Maximum allowed wall sign height is not to exceed **40.375” inches** per ordinance.

Wall height submitted is **62” inches**- Exceeds maximum height.

Sign C- Cantina De Romero Wall Sign

Approved

Sign D- Carwash Sign on C-Store Facade

Approved

Signs E & F- Carwash Sign

Not Approved- The entire sign is considered a Wall Sign on an Accessory Building in a Non-Residential Area where wall signs can only take up to 5% of the wall space total area. Sign height on buildings less than 10,000 sf can only be 1- ½” inches for every foot of wall height.

The building wall height is approximately 20 ft 2” inches.

Maximum allowed wall sign height is not to exceed **30.25” inches** per ordinance.

Wall height submitted is **44” inches**- Exceeds minimum height.

Maximum wall sign area not to exceed **28.92 sf**.

Wall sign area submitted is **83.12 sf**, exceeds maximum wall sign area.

Sign G- Carwash Sign

Approved

Thanks,

Albert Cantu

Albert Cantu,
Building Official/Fire Marshal

IOWA COLONY ENTERTAINMENT DISTRICT DEVELOPMENT AGREEMENT

This Iowa Colony Entertainment District Development Agreement (this “Agreement”) is entered into by and between **Land Tejas Sterling Lakes South, L.L.C., Iowa Colony Sterling Lakes, Ltd., Sterling Lakes Meridiana, LLC, Dickson Lewis and Diane Cay** (collectively the “Developer”) and the **City of Iowa Colony, Texas** (the “City”), to effective as of _____, 2024 (“Effective Date”).

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Brazoria County (the “County”); and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, the Developer is the current owner of approximately 116 acres of real property, which property is described by metes and bounds on **Exhibit A** (the “Property”); and

WHEREAS, the Property is located partially within the city limits of the City and partially within the extraterritorial jurisdiction of the City; and

WHEREAS, the Property is located wholly within the County; and

WHEREAS, the Developer intends to develop the Property as a mixed-use development, consisting of commercial areas, an approximately 4-acre Crystal Lagoon with beach area and surrounding entertainment district consisting of mixed-use development, and a town center with mixed commercial and residential uses upon the execution of this Agreement and subsequent issuance of Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for any costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, the Parties are authorized to alter existing requirements of the City Regulations (as defined below) for property located within the corporate limits of the City pursuant to state law and the City Charter; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in **Exhibit B** and further described in the Service and Assessment Plan; and

WHEREAS, in consideration of the Developer’s agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers to create a public improvement district (“PID”) in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”) for the Property and further described in the SAP; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Authorized Improvements, which provide a special benefit to the Property; and

WHEREAS, the Developer intends to acquire, design, construct and install the Authorized Improvements and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, and contingent upon the issuance of Bonds for partial or total financing such Authorized Improvements; and

WHEREAS, the estimated costs of the Authorized Improvements and the maximum amount that will be financed and reimbursed to the Developer will be set forth in the SAP (defined below); and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to provide or approve alternative financing arrangements that will enable the Developer, in accordance with the PID Act, to: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of Bonds issued by the City; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) adopt a SAP; and (iii) adopt an Assessment Ordinance to pay for the estimated cost of the Authorized Improvements shown on **Exhibit B** and the costs associated with the administration of the PID; and

WHEREAS, prior to or concurrent with the closing of the first Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, the SAP, and an Assessment Ordinance (collectively, the “PID Documents”); (ii) the Developer will create the Home Buyer Disclosure Program in the form as attached in **Exhibit D**, and provide a copy of the program to the City Manager; (iii) all owners of the Property shall have executed a Landowner Agreement; and (iv) the Developer shall have delivered a fully executed copy of Landowner Agreement(s) to the City Manager; and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in substantial compliance with an agreed concept plan (“Concept Plan”), as shown on **Exhibit C**; and

WHEREAS, the City Council approved the Iowa Colony Entertainment District Plan of Development (“PD”) covering the Property, and the City intends the proposed developed to be consistent with the PD, Concept Plan and other applicable provisions of this Agreement; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and the City’s intent to create and utilize the PID to reimburse the Developer for the costs of Authorized Improvements, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Public Improvements; and as further described in the SAP.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the SAP or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

Assessments means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs; and as further described in the SAP.

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the Bonds, which provide a special benefit to the Property; and as further described in the SAP.

Assessed Property means the Property that will be assessed, upon approval of the City Council, in an amount not to exceed the benefit it receives from the construction of the Authorized Improvements; and as further described in the SAP.

Assessment Revenues means the monies collected from the Assessments which are payable in periodic installments as provided in the Assessment Ordinance, including interest, expenses or penalties on Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of Assessments; and as further described in the SAP.

Assessment Roll(s) means the assessment roll(s) attached to the SAP or any other assessment roll in an amendment or supplement to the SAP or in an annual update to the SAP, showing the total amount of the Assessment against each parcel assessed under the SAP.

Authorized Improvements means drainage and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Developer or by or on behalf of the City, including but not limited to the improvements listed in **Exhibit B**; and as further described in the SAP.

Authorized Improvement Costs means the design, engineering, construction, and inspection costs of the Authorized Improvements.

Bond(s) means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID; and as further described in the SAP.

Bond Indenture means a trust indenture by and between the issuer of Bonds and a trustee bank under which Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of Bonds.

Budgeted Cost means with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**; and as further described in the SAP.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and without regard to future revisions or amendments thereto, and as modified by the terms of this Agreement.

Concept Plan means the concept plan as set forth in **Exhibit C**.

Construction, Funding, and Acquisition Agreement or CFA means the Iowa Colony Entertainment Construction, Funding, and Acquisition Agreement.

Developer means those parties identified in the beginning paragraph of this Agreement and their respective executors, administrators, successors and assigns, responsible for developing the Property in accordance with this Agreement.

Drainage Improvements mean drainage facilities needed to serve the Property and not related or connected to a roadway and to be constructed by the City or on behalf of the City and PID by the Developer.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Brazoria County.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator, as set forth in a document in the form of **Exhibit D**, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID; and as further described in the SAP.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means an agreement of all of the owners and the Developer of the Property consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit E**, as approved by the City.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the City for the benefit of the Property in accordance with Chapter 372 of the Texas Local Government Code, to be known as the Crystal Center Entertainment District at Iowa Colony; and as further described in the SAP.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

POA means the property owner's association to be created by the Developer.

Property means the real property described by metes and bounds in **Exhibit A**.

Public Infrastructure means water, sewer, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property more particularly described in **Exhibit B**.

Service and Assessment Plan or SAP means the PID service and assessment plan adopted by City Council, as may be amended or updated annually, to assess allocated costs of improvements against Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by the Developer and the City in accordance with the PID Act.

Road Improvements means roadway and related drainage facilities needed to serve the Property and to be constructed by the City or on behalf of the City and PID by the Developer.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation. A petition to create a PID encompassing the Property has been or will be submitted to the City. The City shall schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act. The PID will be created, at the City's discretion, after the public hearing.

3.2 Levy of Assessments. Subsequent to the approval of the creation of the proposed PID, the Developer, the City and the Administrator shall prepare a SAP providing for the levy of the Assessments on the Property. Promptly following preparation and approval of a SAP acceptable to the Developer and the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Concurrently with the Assessment Ordinance, the City shall consider the approval and execution of a CFA and a reimbursement agreement. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Developer, and any other landowner(s) within the PID, shall: (i) approve and accept in writing the levy of the Assessment(s) on all land owned or controlled by the Developer and other landowner(s); (ii) approve and accept in writing the Home

Buyer Disclosure Program; and (iii) cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developer or developers and owners of any of the Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and to take their title to their property in the Property subject to and expressly accepting and assuming the terms and provisions of such Assessments and the liens created thereby.

3.4 Sale of Property to Residential End Buyer. The SAP shall provide that the PID Assessment on any tract within the Property that is sold to an End Buyer for any residential occupancy shall be paid in full prior to closing.

ARTICLE IV **AUTHORIZED IMPROVEMENTS**

4.1 Authorized Improvements. The Budgeted Costs of Authorized Improvements listed on **Exhibit B** are estimates that are subject to change, shall be updated by the Developer and City consistent with the SAP and the PID Act. Final plat(s) for the Property, each required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Authorized Improvements to be located on the platted Property. The Developer may include an updated **Exhibit B** with each final plat submitted for the Property, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each such final plat. Upon approval by City Council of an updated **Exhibit B**, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the SAP adopted and approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for City approval in accordance with City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for such improvements. The Developer shall administer the contracts. The Budgeted Costs of construction of Authorized Improvements, which are estimated on **Exhibit B**, shall be paid by the Developer, or caused to be paid by the Developer or the Developer's assignee, and reimbursed, in whole or in part, from the proceeds of Bonds in accordance with the Bond Indenture, or reimbursed, in whole or in part, by the collected Assessments levied pursuant to the terms of a reimbursement agreement. Until such Budgeted Costs are paid in full by the City pursuant to the terms of the Construction, Funding, and Acquisition Agreement, any reimbursement agreement, or the Indenture, unpaid monies owed by the City under the Construction, Funding, and Acquisition Agreement, any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted to the City. Such improvements shall be constructed and inspected in accordance with applicable state law, City Regulations, the Bond Ordinance (if applicable), the Bond Indenture (if applicable) and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for such improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City using procedures established by City Regulations, provided, however, that the City shall not own any detention or retention ponds, which shall be conveyed to a municipal utility district for ownership and operation. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for such improvements to the City and the public.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of part or all of the Authorized Improvements, the City shall maintain and operate the accepted roadways and storm water infrastructure. The City intends to pay for the maintenance and operation of the storm water infrastructure facilities that are Authorized Improvements through the operations and maintenance component of its Assessments.

(c) The Developer will construct and the POA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V **ADDITIONAL DEVELOPER OBLIGATIONS**

5.1 Mandatory Property Owner's Association. The Developer will create a mandatory property owner's association ("POA"), which POA shall be required to levy and collect from property owners annual fees in an amount calculated to maintain the amenity features, open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas and screening walls within the PID. Common areas, including but not limited to all landscaped entrances to the PID and right-of-way landscaping, shall be maintained solely by the POA. Maintenance of public rights-of-way by the POA shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate

with each other to execute documents necessary to give the POA permission to maintain and operate facilities on City-owned property.

5.2 No Occupancy Restricting Alcohol Sales. Given the plan of development for the Property is as an entertainment district, the Developer shall not permit the sale of property within the Property to any End-Buyer whose use of such property would restrict the sale of alcohol anywhere within the Property. To the extent permitted by law, the Developer shall include this restriction in the deed restrictions encumbering the Property.

5.3 Annexation of the Property into the City. The Developer shall petition the City for and/or otherwise cause the annexation of the Property into the City's municipal boundaries. The successful annexation of the Property into the City is a condition precedent to the City's obligation to create the PID or reimburse the Developer for the costs of Authorized Improvements.

5.4 City Permitted to Host Events. The Developer agrees to permit, and/or cause the POA to permit, the City to host events at any venues developed within the Property that are owned or managed by the Developer or POA suitable for hosting the events, as reasonably agreed upon between the City and Developer, consent not to be unreasonably withheld by Developer or the POA. The City and its attendees shall not be required to pay a rental fee, access fee, or usage fee for the venue, but will be required to pay catering and similar fees, if applicable.

ARTICLE VI

PID BONDS

6.1 City Bond Issuance. The City intends to issue Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The estimated maximum aggregate principal amount of Bonds will be set forth in the SAP. The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of Bonds by the City (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount as set forth in the SAP. Notwithstanding the foregoing, the City's obligation to approve the issuance of Bonds is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

6.2 Timing of Bonds Issued by City.

The City shall consider issuing Bonds from time to time for the development for the Property as set forth in the SAP, provided that the City shall consider issuing the Bonds no later than when the appraised value of land and improvements within the Property, as determined by an independent 3rd party appraiser, is at least 2 times the total projected indebtedness of the PID as described in the SAP, provided that the City, in its sole discretion, may require the appraised value of land and improvements within the Property to be up to at least 3.25 times the total projected indebtedness of the PID prior to issuing the Bonds.

ARTICLE VII

INSPECTION AND PERMITTING

7.1 The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all structures, Authorized Improvements, including water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements.

If the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The City intends to pay for the maintenance and operation of the storm water infrastructure facilities that are Authorized Improvements, and may provide for maintenance of all Authorized Improvements, through the operations and maintenance component of its Assessments.

ARTICLE VIII

PAYMENT OF AUTHORIZED IMPROVEMENTS

8.1 Improvement Account of the Project Fund. On the date of issuance of any Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture, as such terms are defined in the Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

8.2 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on **Exhibit B**, as amended from time to time in accordance with Section 4.1. If the total cost of an Authorized Improvement exceeds the budgeted amount for such line item (a "Cost Overrun"), the Developer shall be solely responsible for the excess amount of the Authorized Improvement, except as provided for in Section 8.3 below. If the costs of the Authorized Improvements in the aggregate exceed to total amount budgeted for the Authorized Improvements, the Developer shall be solely responsible for such cost overruns.

8.3 Cost Underrun. Upon the final acceptance by the City of an Authorized Improvement (or each segment or a portion thereof) and payment of all outstanding invoices by the Developer for such Authorized Improvement (or each segment or a portion thereof), if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost will be available to pay Cost Overruns on any other Authorized Improvement, all as further described in the SAP.

8.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in a reimbursement agreement or the Bond Indenture, then such funds shall be used to redeem the Bonds as provided for in the Bond Indenture.

ARTICLE IX **DEVELOPMENT**

9.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City’s Regulations, except to the extent that the PUD, attached as **Exhibit F**, or Concept Plan, attached as **Exhibit C**, may vary from those terms, in which case the PUD or Concept Plan shall control.

(b) Any revision to the Concept Plan, if approved by the City, shall be considered an amendment to **Exhibit C** to this Agreement, and shall replace the attached Concept Plan and become a part of this Agreement.

9.2 Replat. The Parties acknowledge that the Property may be developed in phases. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

9.3 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE X **DEVELOPMENT PROCESS AND CHARGES**

10.1 Development, Review and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City’s Regulations, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

10.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulation’s in effect on the Effective Date. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and

specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

10.3 No Impact Fees. The City will not charge any capital recovery fees or impact fees for water or wastewater in connection with the development of the Property.

10.5 INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER’S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE “CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A

PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

ARTICLE XI

AUTHORIZED IMPROVEMENTS AND PUBLIC INFRASTRUCTURE

11.1 The Water and Sewer Facilities. The Developer shall have full responsibility for designing and constructing the on-site and off-site water and sewer facilities (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such water and sewer facilities) that will serve the Property (“Water and Sewer Facilities”) and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Water and Sewer Facilities. The Developer must design and construct the Water and Sewer Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including, without limitation, City Regulations.

11.2 Roadway Improvements and Related Drainage Facilities and Drainage Improvements not Related to Roadways. The Developer shall have full responsibility for designing and constructing the on-site and off-site Roadway Improvements and related drainage facilities and Drainage Improvements (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such Roadway Improvements and related drainage facilities and Drainage Improvements) that will serve the Property (“Roadway and Drainage Facilities”) and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size

and extent of each such easements to be approved by the City) for the Roadway and Drainage Facilities. The Developer must design and construct the Roadway and Drainage Facilities, including but not limited to the water transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City Regulations.

11.3 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct the Public Infrastructure.

11.4 Operation of the Water and Sewer Facilities. After acceptance by the City, the City shall operate the Water and Sewer Facilities serving the Property and use the Water and Sewer Facilities to provide service to the Property and as otherwise required or allowed by state law.

11.5 Operation of the Roadway and Drainage Facilities. If the City accepts the Roadway and Drainage Facilities, the City shall operate the Roadway and Drainage Facilities serving the Property and use the Roadway and Drainage Facilities to provide service to the Property and as otherwise required or allowed by state law. If accepted by the City, the City shall at all times maintain the Roadway and Drainage Facilities or cause the Roadway and Drainage Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. Following acceptance of the Roadway and Drainage Facilities, nothing contained herein shall prevent the City from altering or changing the design and/or location of the Roadway and Drainage Facilities as necessary to meet future needs or updated standards, as solely determined by the City. The City intends to pay for the maintenance and operation of the storm water infrastructure facilities that are Authorized Improvements, and may provide for maintenance of all Authorized Improvements, through the operations and maintenance component of its Assessments.

ARTICLE XII

TERM

12.1 The term of this Agreement shall be for a period of forty (40) years after the Effective Date. If allowed by law, the Parties may extend the term of this Agreement beyond the term if they execute an agreement in writing.

ARTICLE XIII

EVENTS OF DEFAULT; REMEDIES

13.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a

different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

13.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. Notwithstanding any provision of this Agreement, the Parties agree that the City may withhold building permits within the Property in the event of default by the Developer.

13.3 Cessation of Compliance. As a matter of law, a city by contract cannot bind its current or future city councils in the exercise of the council's legislative discretion or the performance of its legislative functions, which include the zoning of property, the establishment of PIDs, and the levying of assessments. Nonetheless, the Developer has spent a substantial sum to negotiate, implement, and comply with this Agreement and Developer expects and relies on the City to take appropriate actions to zone the Property, create the PID, and levy the Assessments that are described in this Agreement. If the current or a future City Council of the City does not zone the Property as described in this Agreement, does not establish or operate the PID as described in this Agreement, or does not levy the Assessments described in this Agreement, then Developer shall have no further obligation to comply with any of the terms of this Agreement until such time as the City Council takes appropriate actions to have the City resume compliance with its obligations under this Agreement. If the City resumes its compliance with its obligations under this Agreement, the Developer shall have up to 90 days to resume its compliance with this Agreement.

ARTICLE XIV **ASSIGNMENT AND ENCUMBRANCE**

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with the City Manager's prior written consent. Any receivables due under this Agreement, any construction funding agreement, or any reimbursement agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code) may be assigned by the Developer without the consent of, but upon written Notice to, the City in accordance with Section 14.4 of this Agreement. The Developer may also collaterally assign the PID as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent of, but with Notice to, the City. An Assignee shall be considered a "Party" for the purposes of this Agreement. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment

by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

14.2 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 14.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the District or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. This Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End Buyer of a lot; provided, however, that no such conveyance of a lot shall release Developer from its obligations hereunder. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

14.3 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

14.4 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement, provided assignments are subject to Section 14.1:

- (i) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;
- (ii) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (iii) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (iv) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XV

RECORDATION AND ESTOPPEL CERTIFICATES

15.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Brazoria County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

15.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XVI **ADDITIONAL PROVISIONS**

16.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

16.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Robert Hemminger City Manager 3144 Meridiana Pkwy Iowa Colony, TX 77583
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To the Developer:	Land Tejas Sterling Lakes South, L.L.C. Iowa Colony Sterling Lakes, Ltd. Attn: Al P. Brende 2450 Fondren Rd; Suite 210 Houston, TX 77063
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Sterling Lakes Meridiana, LLC
Attention: Jerry Turboff
5851 San Felipe, Suite 800
Houston, Texas 77057

With a copy to:

John R. Krugh
1800 Bering Drive, Suite 350
Houston, Texas 7057

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

16.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

16.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

16.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, Notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

16.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

16.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

16.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in the Brazoria County.

16.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

16.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

16.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

16.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Authorized Improvements with their Estimated Costs
Exhibit C	Concept Plan
Exhibit D	Home Buyer Disclosure Program
Exhibit E	Landowner Agreement
Exhibit F	Plan of Development

16.13 Landowner Disclosures. The Developer shall comply with the Landowner Disclosure Program and shall deed restrict the Property in a manner that notifies all owners of Property of the obligations set forth in the Landowner Disclosure Program. The Developer shall provide City evidence on a quarterly basis, or upon written request from the City, that the original purchaser of any finished lot within the PID has been provided the Landowner Disclosure Program.

The Developer shall provide the deed restrictions for the Property to the City for its review and approval and shall not amend said restrictions without the City's approval.

16.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

16.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

16.16 Sales Tax Sourcing. Developer shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developer’s supervision or control, working on the development within the PID shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to such development in the amount of \$1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the development to the land within the PID.

16.17 Legislative Contracting Requirement:

Chapter 2271 – Anti-Boycott of Israel Verification. Developer is not a Company that boycotts Israel and will not boycott Israel so long as the Agreement remains in effect. The terms “boycotts Israel” and “boycott Israel” have the meaning assigned to the term “boycott Israel” in Section 808.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.

Chapter 2252 Verification – Anti-Terrorism Verification. At the time of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 or Section 2270.0201 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

Chapter 2276 – Anti - Boycott of Energy Companies Verification. Developer is not a Company that boycotts energy companies and will not boycott energy companies so long as the Agreement remains in effect. The terms “boycotts energy companies” and “boycott energy

companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

Chapter 2274 – Anti - Discrimination of Firearm Entity or Firearm Trade Association Verification. Developer is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association so long as the Agreement remains in effect. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF IOWA COLONY, TEXAS _____

By: _____

ATTEST:

APPROVED AS TO FORM

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ of the City of Iowa Colony, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DEVELOPER

LAND TEJAS STERLING LAKES SOUTH, L.L.C.

By: _____
Al P. Brende, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Al P. Brende, Manager of Land Tejas Sterling Lakes South, L.L.C.

Notary Public, State of Texas

IOWA COLONY STERLING LAKES, LTD.
A Texas limited partnership

By: L.T. MANAGEMENT, INC.
 a Nevada corporation
 its General Partner

By: _____
 Al P. Brende, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Al P. Brende, President of L.T. Management, Inc., a Nevada corporation, its general partner and on behalf of Iowa Colony Sterling Lakes, Ltd., a Texas limited partnership.

Notary Public, State of Texas

STERLING MERIDIANA 35 GP, LLC,
a Texas limited liability company

By: Prime Capital Corporation,
a Texas corporation, its Manager

By: _____
Jerald A. Turboff, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____,
2024, by Jerlad A. Turboff, President of Prime Capital Corporation, a Texas corporation, its
Manager, and on behalf of Sterling Meridiana 35 GP, LLC, a Texas limited liability company.

Notary Public, State of Texas

Dickson Lewis

Diana Cay

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____,
2024, by Dickson Lewis.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of _____,
2024, by Diana Cay.

Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

EXHIBIT B

Authorized Improvements

Authorized Improvements

Schedule A

Quiddity

Sterling Lakes

Estimated PID Eligible Costs - (Cost Allocation on a Gross Acreage Basis)

Description	Est. Total Cost ⁽¹⁾	Frontage Road Commercial Pad ⁽²⁾	Lagoon Development ⁽²⁾	Town Center ⁽²⁾	Traditional Suburban Commercial Development ⁽²⁾
Karsten Blvd	\$ 6,000,000	\$ 205,224	\$ 1,230,657	\$ 2,838,211	\$ 1,725,908
Frontage Rd	\$ 8,000,000	\$ 273,633	\$ 1,640,876	\$ 3,784,281	\$ 2,301,210
Storm Water Detention	\$ 3,000,000	\$ 102,612	\$ 615,329	\$ 1,419,105	\$ 862,954
Total	\$ 17,000,000	\$ 581,469	\$ 3,486,862	\$ 8,041,596	\$ 4,890,072

Footnotes:

(1) Per Developer estimates.

(2) Infrastructure costs are allocated to each respective planning area of the project based upon gross acreage. See **Schedule F** for additional detail.

EXHIBIT C Concept Plan

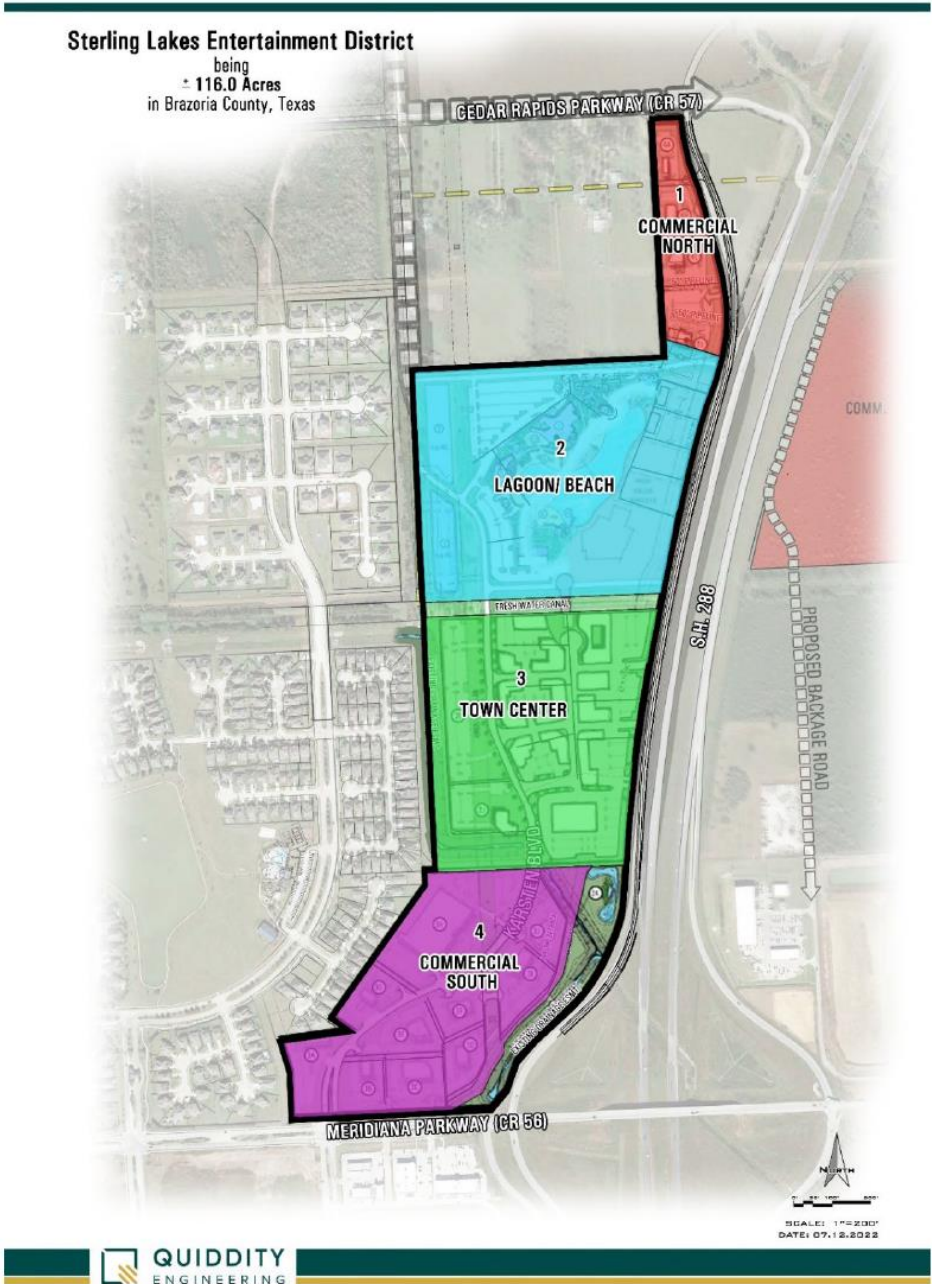


Figure 3: Sterling Lakes Entertainment Zones

EXHIBIT D
LANDOWNER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) for the _____ (the “PID”) shall facilitate Notice to prospective landowners in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require builders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 40-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places _____????_____.
5. Prepare and provide to builders an overview of the existence and effect of the PID for those builders to include in each sales packet of information that it provides to prospective landowners.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these Notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT E

Landowner Agreement

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, among the City of _____, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and _____, a Texas _____ (the “Landowner”).

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is coterminous with the _____ Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an **Exhibit B** to the Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

**I.
AGREEMENTS OF LANDOWNER**

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on **Exhibit I**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county,

school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of _____ County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of _____ County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City once accepted by and conveyed to the City following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and

workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of _____County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner. Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or

constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the _____ County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices. Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: _____

With a copy to: Attn: _____

To the Developer: Attn: _____

With a copy to: Attn: _____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest. This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of _____ County, Texas.

E. Amendments. This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of _____ County, Texas.

F. Effective Date. This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels. Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination. This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

CITY OF _____, TEXAS

By: _____
Mayor

[Signature Page Landowner Agreement]

LANDOWNER

a _____,

By: _____
_____,
its manager

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____ by _____ a Texas _____ (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in _____ County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of _____ (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the _____ Public Improvement District (the “District”) by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (as amended from time to time, the “Assessments”) on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.

- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of _____ County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF _____, _____ COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of _____, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of _____, _____, TX _____.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III**HOMEBUYER EDUCATION PROGRAM**

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the _____ Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall comply with the requirements of the Homebuyer Disclosure Program established by the Development Agreement and shall cooperate with the Administrator in administration thereof.
4. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
5. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
6. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT F
PLAN OF DEVELOPMENT

To: Mr. Robert Hemminger
City Manager
City of Iowa Colony, Texas
12003 Iowa Colony Boulevard
City of Iowa Colony, Texas

From: Emily L. Drake, PLA
Kimley-Horn and Associates, Inc.

Date: May 31, 2023

Subject: **Comment / Response letter – Crystal Center Entertainment District PoD**

The Applicant and Owner are submitting this letter in response to comments from the Council Worksession held May 13, 2024.

1. What is the anticipated overall capacity of the lagoon?

- The regular maximum capacity of the lagoon is set at 1500 people. This capacity is directly related to the number of restroom and shower facilities provided on site per state code. There are considerations for additional capacity for larger event days which would require additional restroom facilities to be brought in for those events.

2. What is the parking capacity for the facility?

- For the capacity of 1500 people at a rate of 3.2 people per car, the number of user parking spaces anticipated is 470 spaces. In the first phase of the development, there will be between 500 and 600 spaces provided for the lagoon itself with additional on site parking provided for uses within the Lagoon District but outside the secure lagoon facility. As the additional program elements come on line, additional parking for overflow will be provided north of the lagoon in the undeveloped parcel. For large events it is anticipated that overflow parking will occur in undeveloped parking to the north of the lagoon to support the facility.

3. What impacts will there be on traffic – in particular the service road backing up and meridiana parkway.

- The TIA has been submitted and reviewed with the city reviewer and additional information has been provided for the peak capacity demands. A traffic management plan could be provided by the operator for larger capacity events that may impact traffic flows.

4. Karsten BLVD. adjacency to residential.

- The distance between the back of yard and edge of Karsten Boulevard ROW varies. At it's widest point it is approximately 550' (South end of parcel) at its narrowest it is 160' (north end of parcel). A section will be provided during the next Council meeting to show the condition more clearly.

5. Status of Drainage plans for the future Town Center parcel.

- The DIA can be ready to submit to Brazoria County DD No. 5 Drainage district within the next 3 months. The expected acceptance time frame of 6 months after the submittal. If any re-mapping of the flood plane is required that would need to go to FEMA (not the corps) – that time frame is unknown.

- Since the proposed development in that area is envisioned to be less impervious and the fill requirements are less than if it were a lagoon in that location, we buildings less restrictive as far as the size the civil engineer for the overall development does not foresee much of an obstacle in building on this tract.

6. A request was made to see the anticipated mix of occupancy rates within the allowable living units.

- The maximum number of units is 650 and this can be all of one type or a mix of multi-family, town home or condominium. An image study and presentation will be made to council at the next session to show example multi-family projects and provide a discussion of performance standards that could be looked at.

- To note, the typical size of a multifamily phase or project ranges between 250 – 350 units.

- Townhome and condominium product will be limited to market demand with no maximum quantity within the allowable 650 total units.

7. Comercial Tract South is technically within the current City zoning and will be removed from the PoD.

- The applicant will remove the commercial south portion of the project from this PD.

Please feel free to contact me with questions regarding this application or information provided in support of this application.

Sincerely,



Emily L. Drake, PLA
Kimley-Horn and Associates, Inc.

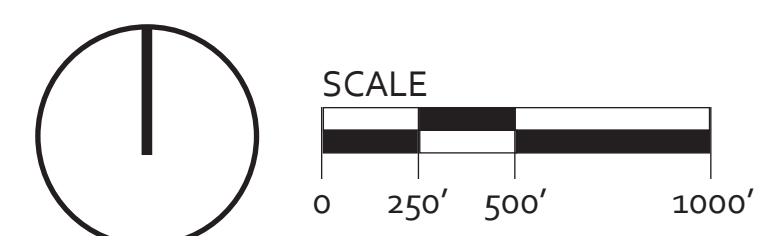
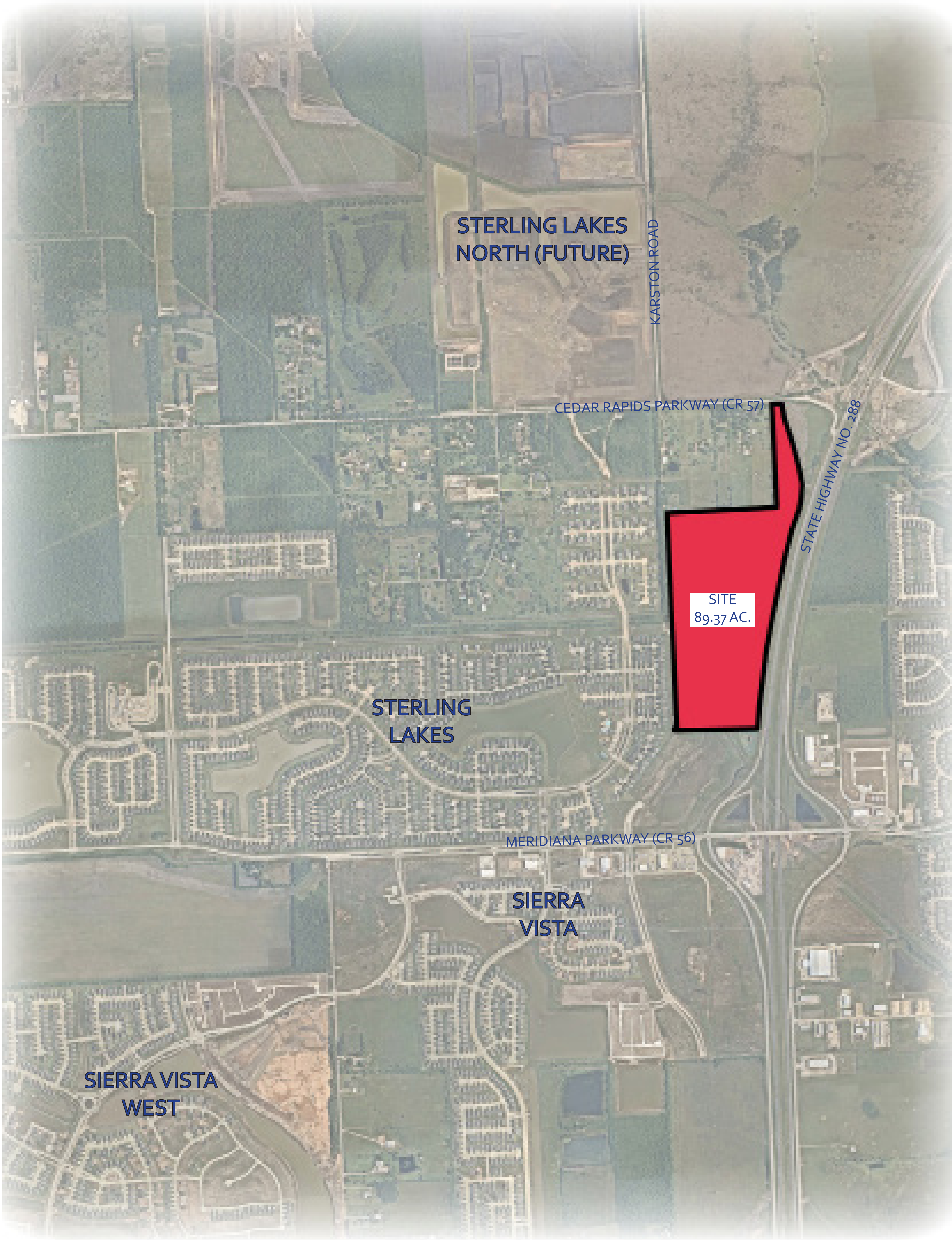


EXHIBIT F-1



LEGEND

- INDICATES CITY LIMIT LINE
- INDICATES CITY LIMITS

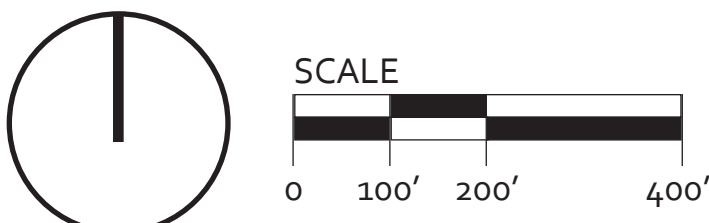


EXHIBIT F-2

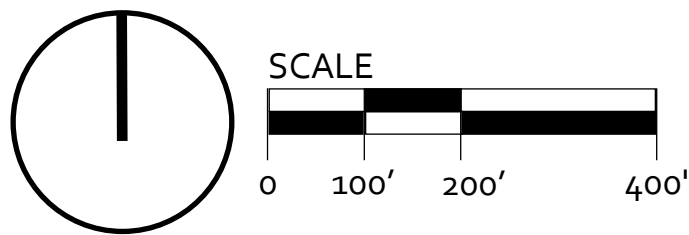
CRYSTAL CENTER ENTERTAINMENT DISTRICT AT IOWA COLONY - JURISDITCION MAP

MAY 2024



SUB-AREAS

- | | | | |
|---|-------------------------------------------------------------------------|---|---------------------------------------------------------------------|
| 1 | USES PERMITTED IN EXHIBIT F, TABLE 1.0:
SUB-AREA 1 COMMERCIAL NORTH. | 3 | USES PERMITTED IN EXHIBIT F, TABLE 1.0:
SUB-AREA 3 LAGOON/BEACH. |
| 2 | USES PERMITTED IN EXHIBIT F, TABLE 1.0:
SUB-AREA 2 TOWNCENTER. | | AREA NOT INCLUDED IN THE PD |



SH 288 SB FR AT LAND TEJAS
PROJECTED ADT - ALT 3
BRAZORIA COUNTY

PROJECT LENGTH: 8.77 MILES
8.22 MILES + INCIDENTAL WORK
1.44 MILES TOTAL PROJECT

PROJECT LIMITS: FROM CR 56
TO CR 57
C/LA 180

ROADWAY	FUNCTIONAL CLASSIFICATION	DESIGN SPEED
SH 288 MAIN LINES	INTERSTATE FREEWAY	BY 2044
SH 288 FRONTAGE	FRONTAGE	BY 2044
SH 288 FRONTAGE RIGGS	COLLECTOR	45 MPH
CR 56 & CR 57	COUNTY ROAD	BY 2044

TRAFFIC	ADT (2021)	ADT (2041)
SH 288 MAIN LINES	180	180
SH 288 FRONTAGE	180	180

F. MAX: 6%

Terrain: Level

DESIGN CRITERIA:
TxDOT ROADWAY DESIGN MANUAL
TxDOT ACCESS MANAGEMENT MANUAL
TEXAS MANUAL ON TRAFFIC CONTROL DEVICES (TMUTCD)

DATE OF SUBMISSION:
05/02/2023

PRELIMINARY
THIS PRINT IS FURNISHED FOR INFORMATION ONLY.
THE PLAN INFORMATION OR OTHER DATA SHOWN HEREON IS
SUBJECT TO CHANGE AND MUST NOT BE CONSTRUED AS FINAL.

NOT INTENDED FOR
BIDDING OR
CONSTRUCTION
PURPOSES



MAY 31, 2024

*CRYSTAL CENTER
ENTERTAINMENT DISTRICT
AT IOWA COLONY*

*EXHIBIT F:
PLAN OF DEVELOPMENT*
THE CITY OF IOWA COLONY

PREPARED FOR THE FOLLOWING ENTITIES:
DICKSON LEWIS & DIANA CAY, IOWA COLONY STERLING LAKES, SNK VENTURES
LAND TEJAS STERLING LAKES SOUTH, STERLING MERIDIANA 35 G.P.LLC, SHOPS AT STERLING LAKES

EXHIBIT F
Crystal Center Entertainment District at Iowa Colony
Plan of Development

Overview

The proposed Crystal Center Entertainment District at Iowa Colony (“the *District*”) is envisioned as the heart of the Sierra Vista and Sterling Lakes at Iowa Colony development and will be crafted to create a unique identity for the City of Iowa Colony. The *District* is intended to permit an extensive variety of uses that are compatible and mutually supportive, built around a *Lagoon Amenity* that will serve as a regional destination and a local amenity. The *District*, envisioned as a Live, Work, Play environment, will be appropriately landscaped and will require development to adhere to development standards that differ from the current Uniform Development code (the “UDC”) as identified in this Exhibit F.

A. Contents.

- A. Contents
- B. General Provisions
- C. Sub-Areas
- D. Land Use
- E. Development Regulations
- F. GreenboLT
- G. Building Regulations
- H. Landscape Regulation

B. General Provisions.

1. Development Regulations. Development of the Property shall be governed solely by the following regulations (collectively, the “Development Regulations”).
 - the Plan of Development (the “PD”) set forth in this Exhibit F (the “Development Regulations)
 - The Development Plan attached as Exhibit F-3, or as amended from time to time (the “Development Plan”).
 - The City of Iowa Colony subdivision regulations in effect on the date this PD is adopted (the “Subdivision Regulations”).
 - The City of Iowa Colony building codes in effect on the date this PD is adopted (the “Building Codes”).
 - Unified Development Code
 - Revisions to this Plan of Development.

- The City of Iowa colony Zoning Regulations in effect on the date this PD is adopted (“Zoning Regulations”)
2. Notwithstanding the obligation to comply with the Governing Regulations, the Developer does not, by entering into this Agreement, waive any constitutional, common law, statutory, or other rights the Developer may have to challenge the future applications of the Subdivision Regulations, Unified Development Code (UDC), or Building Codes (including any amendments thereto) to the use or development of the Property.
 3. The *District* approved herein will be constructed, developed, and be maintained in compliance with this PD. If any provision or regulation of any City ordinance applicable in the *District* is not contained in this ordinance, all modifications to these regulations contained shall follow the UDC in effect on the effective date of this ordinance, except to the extent the City regulation or provision conflicts with a provision of this ordinance. The City Manager or his/her designee may approve minor amendments to this PD or to the UDC requirements applicable to this project provided the design intent of this PD is being met.
 4. Amendments to this PD

To facilitate the effective development of the project and allow the development to respond and adjust to ongoing market conditions, occasional refinement of the PD may be necessary. To minimize City of Iowa Colony staff, Planning Commission and City Council time, this PD allows for two (2) distinct amendment processes. Minor Amendments may be approved administratively by the City’s Planning and Zoning Director, whereas Major Amendments will require a full review and approval of staff, Planning Commission and City Council. The specific items which constitute a Minor Amendment vs. a Major Amendment are detailed below.

- a. Minor PD Amendment: The following items shall constitute a minor PD amendment and may be approved administratively:
 - Adjustments to the concept plan for the *District* or sub areas of the District as long as the overall land uses do not change. Adjustments include but are not limited to internal streets, drive aisles, parking (as long as total parking does not fall below the required minimum) or building number, size or layout/location needed to meet site and/or engineering requirements during final design and construction that does not change the intersection of Karsten Boulevard with CR 57 (Cedar Rapids Parkway) or with CR 56 (Meridiana Parkway)
 - Increasing the Commercial land uses as long as sufficient parking is available for the increase.
 - Modifying the shape of the sub areas or the uses within the sub areas (with the exception of multi-family uses which are only allowed in the Town Center sub area) so long as the overall sizes of the sub areas do not change more than 10%.

- b. Major PD Amendment: The following items shall constitute a major PD amendment, and will require review and recommendation by City Staff and Planning and Zoning, and approval by City Council:
- Any increase in multi-family units beyond 600-units.
 - Any revision in use, size, and layout not specifically noted above as a Minor Amendment.
 - Any increase to the heights identified in the Development Regulations section of this PD will be considered major amendments.
5. Park land dedication fees are not required to be paid until submission of building permit for the residential land uses of the project.
6. Except as otherwise provided herein, the words used in this PD have the meaning established by the Uniform Development Code. In this ordinance:

Open Space shall include the portion of all land contained within the *District* that is associated with the *Lagoon Amenity* including; any water surface area, beach area, paved plazas, walkways, and amenity areas serving the lagoon; and all other areas not covered by buildings, parking lots, driveways, and other impermeable material. Area intended for pedestrian use that is covered by impermeable material is included in the definition of open space.

The District, as shown on [Exhibit F-1, Location Map](#), and [Exhibit F-3 General Development Plan – Crystal Center Entertainment District at Iowa Colony](#), encompasses +/- 89.4 acres, west of SH 288, south of Cedar Rapids Parkway (CR 57), and north of Meridiana Parkway (CR 56).

Lagoon Amenity or Outdoor Recreational Use means any other outdoor use that has not been listed in the permitted land use tables and may include water bodies as defined by Title 25.1 of the Texas Administrative Code chapter 265 subchapter K. .

7. The following exhibits are attached to and made part of this PD.

Exhibit F-1: [Location Map](#)
 Exhibit F-2: [Jurisdiction Map](#)
 Exhibit F-3: [General Development Plan](#)
 Exhibit F-4: [Karsten BLVD. / GreenboLT section](#)

C. Sub-Areas.

As shown on [Exhibit F-3, General Development Plan – Crystal Center Entertainment District at Iowa Colony](#)

The *District* is divided into three (3) sub-areas:

1. Sub-area 1 (Commercial North): Sub-area 1 will allow a mix of commercial uses that orient to the adjacent SH 288. This area may be utilized for detention or parking in support of the other sub-areas of the *District*.
2. Sub-area 2 (Town Center): Sub-area 2 will be a mixed-use area, which is designed to provide a walkable “live, work & and play” environment.
3. Sub-area 3 (Lagoon/Beach): Sub-area 3 will focus primarily on entertainment and outdoor recreational uses, and may include a *lagoon amenity*, *outdoor recreational use*, restaurants, bars, multi-use venues, public access beach areas, and support facilities for the *lagoon amenity*.

D. Land Use.

Reference [Table 1.0: Permitted Uses](#) for permitted Land Uses within each Sub-*District*.

1. Permitted land uses are listed below in [Table 1.0: Permitted Uses](#). Any use that is not expressly listed below and cannot be reasonably categorized as falling within the definition or common English interpretation of listed use, may be considered by Iowa Colony Planning and Zoning Commission and City Council as a variance to this *PD*. When considering the suitability of an unlisted use, Iowa Colony Planning and Zoning Commission and City Council shall have regard to the permissibility of similar land uses, the vision and objectives of the *District*, the potential amenity impacts associated with the use and whether allowing the use (with or without special conditions) is in the public interest.
2. Permitted land uses may be mixed horizontally or vertically on a single property.
3. Certain land uses are permitted when developed under specific conditions as established in the Notes section below.
4. Detention may be required within any sub area and/or may be required to be located offsite. Detention will be coordinated at the time of plan submission.

Table 1.0 – Permitted Uses:

Land Uses Permitted	1. Commercial North	2. Town Center	3. Lagoon / Beach	Notes
Residential Land Uses				
Dwelling, Multifamily/ Condominium		X		Note 1, 13
Dwelling, single family attached/duplex, triplex, townhouse		X		Note 11, 13
Public and Civil Land Uses				
Wedding Venue		X	X	
Outdoor Stage, Performance Venue		X	X	
Parking Garage	X	X	X	
Recreation and Entertainment				
Amusement and Recreational Venue and Services	X	X	X	
Other Spectator Sports, incl. rental concessions	X	X	X	
Other Reservation Services	X	X	X	
Auditorium/ Indoor performance Venue	X	X		
Performance Venue, Outdoor	X	X	X	
Membership Sports and Recreation Club	X	X	X	
Event Venue / Conference Center	X	X	X	
Lagoon Amenity/ outdoor recreational use			X	
Medical Land Uses				
Clinic	X			
Medical, Dental & Optical Retail Sales	X	X		
Medical, Dental Office	X	X		
Optician Shop	X	X		

Motor Vehicle/Transportation	1. Commercial North	2. Town Center	3. Lagoon / Beach	
Auto Service Station	X			
Bicycle Sales, Repairs & Hire	X	X		
Recreational Vehicle Rental	X			
Recreation Vehicle and Boat Sales	X			
Professional Services				
Accessory Banking	X	X		Note 2
Bank, Savings and Loan Association, Financial Institution	X	X		
Office, Business	X	X		
Office, Professional	X	X		
Office, Real Estate Development Tract or Field Office	X	X		
Commercial, Retail, Personal Services				
Antique Shop	X	X		
Apparel Alteration and Retail or Tailor Shop	X	X		
Art Gallery	X	X		
Arts, Crafts and Hobby Shop	X	X		
Bakery, Retail Confectionery	X	X		Note 3
Barbershop, Beauty Salon, other Personal Shop	X	X		
Catering Service	X	X		
Convenience Store, without Fuel Sales	X	X		
Convenience Store, with Fuel Sales	X			Note 9

Commercial, Retail, Personal Services	1. Commercial North	2. Town Center	3. Lagoon / Beach	
Department Store	X			Note 4
Farmers' Market, Outdoor		X	X	
Furniture, Fixture & Appliance Store	X	X		
Gift Shop including Florist	X	X		
Grocery Store	X	X		
Grocery Store with fuel sales	X			Note 9
Health Club	X	X	X	
Hobby Studio, Private	X			
Hotel, Motel	X	X	X	Note 8
Kiosk	X	X	X	
Laundry, Dry Cleaning Pickup & Receiving station	X			Note 10
Liquor Store, Packaging Sales	X	X		
Meat Market (includes Seafood)	X			
Mobile Food Unit	X	X	X	
Music Store	X	X		
Office Supply Store	X	X		
Pet Shop	X	X		
Pharmacy	X	X		
Restaurant	X	X	X	
Restaurant, Drive-in/Drive-thru	X			
Restaurant, Refreshment Stand (temporary or Seasonal)	X	X	X	
Tanning Studio	X	X	X	
Tavern, Bars & Nightclubs	X	X	X	Note 5
Art & Craft Production	X			
Craft Brewery, Distillery or Winery	X	X	X	Note 6

Accessory Use	1. Commercial North	2. Town Center	3. Lagoon / Beach	
Accessory Building		X	X	Note 11,12
Support Services Building		X	X	Note 12

Notes: Conditional Uses and Permits: Any other commercial, nonresidential, public, or private park use may be allowed, but only if the city council exercises its discretion to grant a specific use permit. However, regardless of any other provision, no specific use permit shall be available for the following uses, and such uses are hereby prohibited in the *District*: any use that is noxious or offensive by reason of emission of odors, soot, dust, gas, fumes, vibrations, electrical or magnetic emissions, noise, or other emissions onto the land of another person. Uses within the *District* must be developed in compliance with the following conditions:

1. Residential units shall not exceed 650 units for the entirety of the *District* described in this PD. Unit mix may be of any % so long as the total number of residential units does not exceed 650 units.
2. Condominium / Multi-Family is permitted in the *District* provided adequate parking is provided to meet the UDC requirements. Other development regulations are specified in Section E.1, Development Regulations. Multi-family uses within the *District* shall be designed with units accessible to a temperature-controlled interior corridor. No external corridors shall be permitted.
 - (a) Internal corridor means corridors located internal to the building complex and not along the building perimeter or adjacent to a public street or internal access easement.
 - (b) External corridor means a corridor that is located along the perimeter of the building complex and adjacent to a public street or internal access easement.
 - (c) On the ground floor, "exit ways" from an interior corridor shall be enclosed with doors with controlled access.
 - (d) Corridors and or "exit ways" on the upper levels that open to the adjacent public street or internal access easements shall be screened from public view by the use of a decorative screen that will limit the view of any stairs.
 - (e) Temperature in the corridors shall be controlled by the use of a mechanical ventilation system to include at a minimum ceiling fan installed at regular intervals not to exceed 40 feet on center, automatically activated by a thermostat.
 - (f) Internal corridors shall include at least the following minimum architectural finishes:
 - Decorative and or recessed lighting fixtures.
 - Door frames and base boards of a contrasting color
3. Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code).
4. Subject to a maximum of 10,000 square feet gross leasable area per establishment.

5. Subject to a maximum of 35,000 square feet of gross leasable area per establishment.
6. Conditions for Tavern, Bars & Nightclubs - Drinking Places other than Micro- Brewery or Brew Pub that do not serve food:
 - (a) Use not permitted within 300 feet of any Single-Family Lot Line.
 - (b) A Drinking Place that does not serve food shall not be greater than 12,500 square feet in size.
7. Conditions for Micro-Brewery or Brew Pub:
 - (a) Use not permitted within 300 feet of any existing Single-Family Lot Line.
 - (b) No Micro-Brewery or Brewpub shall be greater than 15,000 square feet per establishment.
8. Conditions for Hotel/Motel:
 - (a) Entrance through exterior doors must be secured and accessible only to guests and employees.
 - (b) Hotel management must be on-site 24 hours each day.
 - (c) Prohibit overnight parking of trucks with more than two axles and recreational vehicles in the hotel's parking lot and parking garage, erect signs in compliance with Chapter 2308 of the Texas Occupations Code stating those vehicles will be towed from the hotel property.
 - (d) Delivery service areas must be screened from the view of any right-of-way or residential area by masonry walls.
9. Conditions for Gasoline Sales:
 - (a) Recessed lighting under the pump station canopy and in fixtures throughout the site.
 - (b) There shall be no outdoor speakers, except those required by law at the pump stations.
 - (c) Fueling canopy columns shall be designed to fit with the architectural style of the district and should have a minimum of 25% masonry or stone wrap on the columns.
 - (d) Canopy roofs over the pump dispensers shall fit the architectural style of the district.
 - (e) Minimum landscaping buffer to include:
 - i. Hedges of at least three feet in height at time planting that screens the entire parking lot perimeter.
 - ii. Trees of at least three inches in diameter and eight feet in height at the time of planting for every 50 linear feet of parking lot perimeter, except where street trees are provided adjacent to the parking lot.
10. For Laundry, Dry Cleaning Pickup & receiving station, rear doors must be screened by masonry screening walls that are a minimum of 6 feet in height.
11. Accessory uses, include uses which are subordinate to and incidental to the principal

uses, including:

- (a) Private garage.
- (b) Swimming pool, lazy river, slides, or other water amenity playgrounds.
- (c) Playground.
- (d) Cabana, pavilion or roofed area.
- (e) Meeting, party and/or social rooms.
- (f) Tennis courts and other recreational facilities, as an accessory to the principal use.
- (g) Paved automobile parking lots incidental to the principal use

12. Support Services, include uses which support the overall operation and function of the development and are incidental to the principal buildings serving the users of the project, including:

- (a) Machine room, pump rooms, mechanical rooms, or enclosures
- (b) Operations and maintenance buildings, yards, or sheds
- (c) Storage facilities for sporting equipment, furnishings, or other items used in the operations of the development.

13. Build to rent products are permitted within sub area 2.B and may be developed as a traditional single-family lot or as a larger parcel of land with private public access easements to access the units.

14. For all uses:

Outdoor speaker use is prohibited in the areas shown in red on Figure 1.

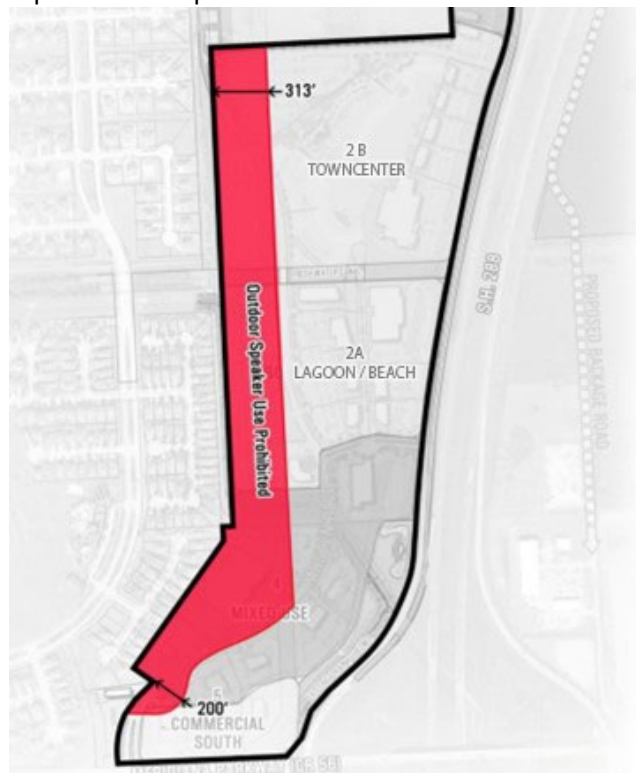


Figure 1.

E. Development Regulations.

Land within the boundaries of the *District*, as shown on [Exhibit F-3 General Development Plan – Crystal Center Entertainment District at Iowa Colony](#), shall be developed in accordance with the following development regulations:

1. Minimum Open Space: Fifteen percent (15%) of the total *Entertainment District* shall be open space and may include the body of water for the *Lagoon Amenity*. Individual parcels within the sub-areas are not subject to individual parcel *Open Space* requirements.

2. Condominium/Multi-Family Residential:

a.	The total number of units shall not exceed.	650*
b.	The minimum size of residential units	700 sf gross 1 bedroom 900 sf gross average for all other units
c.	The minimum lot width	80 feet
d.	The minimum lot depth	100 feet
e.	The minimum front yard setback	25 feet from public street
f.	The minimum rear yard setback	10 feet
g.	The minimum side yard setback	10 feet
h.	The minimum distance between structures	10 feet
i.	The maximum lot coverage by structures	75 percent
j.	The maximum lot coverage by structures, driveways and parking	90 percent
k.	The maximum building height is determined from finish grade to top of parapet or middle of roof pitch. **The maximum building height may be increased from 35' to 65' upon the City's receipt of an appropriately sized fire fighting apparatus.**	35', 65' Max. see **
l.	Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:	Chimneys Ornamental tower spires Cooling Towers Elevator bulkheads Roof gables Parapet walls, and Mechanical equipment
m.	Multi-family developments larger than 1 acre are required to have more than one point of access to the development from public streets or a paved public access easement adjacent to the boundaries of the development.	All multifamily shall have a min. of 2 access point
n.	Except as otherwise provided in this section, each multi-family residential development shall provide paved pedestrian access to the lagoon amenity.	

*NOTE: The total number of residential units for all residential uses within the overall *District* shall not exceed 650 units total.

3. Commercial and non-residential uses:

a.	The minimum lot area	8,000 square feet
b.	The minimum lot width	80 feet
c.	The minimum lot depth	100 feet
d.	The minimum front yard setback For School and Day-Care Use Buildings, additional parking bays may be constructed between the building and the front property line provided a pedestrian walkway is constructed to connect the front of the building to the sidewalk within the street right-of-way.	50 feet from State Highway 288, 25 feet from any other public or private street.
e.	The minimum rear yard setback	30 feet if adjacent to any Residential Zone
f.	The minimum side yard setback	50 feet from State Highway 288, 25 feet from any other public street, 30 feet if adjacent to any Residential Zone.
g.	The minimum distance between detached structures	12 feet
h.	The maximum lot coverage by structures	65 percent
i.	The maximum lot coverage by structures, driveways and parking	90 percent
j.	The maximum building height is determined from finish grade to top of parapet or middle of roof pitch. - Office height may be increased from 35' to 65' upon the City's receipt of an appropriately sized fire fighting apparatus. - Hotel Height may be increased up to a maximum of 75' upon the City's receipt of an appropriately sized fire fighting apparatus.	35' 65' – Office only 75' – Hotel only
k.	Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:	Chimneys Ornamental tower spires Cooling Towers Elevator bulkheads Roof gables Parapet walls, and Mechanical equipment
l.	Parking requirements. All commercial development within the Mixed-Use Sub Area will meet or exceed the minimum parking requirements specified in the City's Zoning Ordinance. In calculating the required number of parking spaces for each land use, the City Engineer may give credit for shared parking utilizing the Shared Parking criteria published by the Urban Land Institute.	
m.	Landscape requirements. All development within the District will exceed the minimum landscape requirements specified in the City's Unified Development Code.	
n.	Open Space. Pipeline easements, drainage easements, and other areas not included as open space or suitable for	

	development will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the owner associations and will not become a potential “no-mans” land.	
o.	Freeway Frontage Road Access. Driveways to State Highway 288 (if provided) shall be required to provide a joint-use private access easement between adjacent tracts fronting the freeway to minimize the total number of access points along the freeway and to facilitate traffic flow between the tracts.	
p.	Signage. The City of Iowa Colony sign ordinance shall apply until such time as a master sign plan is approved by City Council.	

*NOTE: Additional increases in height for hotel use will required a major amendment to the PD.

4. Townhouse residential, tri-plex and duplex units uses:

a.	Townhouse Residential: including tri-plex and duplex lots. One of a group of no less than two (2) nor more than eight (8) attached dwelling units, separated by a fire rated wall, each dwelling unit located on a separate lot.	
b.	Residential units shall be constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures; and a minimum of sixty (60) percent of the exterior wall (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being fiber cement board.	
c.	Front yards and all common areas within the townhouse development shall be maintained by a property owners association	
d.	The total number of units shall not exceed.	650 units*
e.	The maximum permitted density	14 units per acre
f.	The minimum lot area	1,300 sq. ft.
g.	The minimum lot width	20 feet A 10' minimum lot width is permitted for flag lots. The “staff” portion of the flag lots shall be restricted to legal frontage only. No driveways or buildings shall be constructed on the portion of the lot that is less than 20 feet wide

h.	The minimum lot depth	65 feet
i.	The minimum front yard setback	20 feet / 10 feet if vehicular access is from a rear alley/shared driveway.
j.	The minimum rear yard setback	10 feet / 3 feet if vehicular access is from a rear alley.
k.	The minimum side yard setback	0 feet between units; 6 feet at the end of each building complex
l.	The minimum side yard of corner lots	10 feet on street side/ 5' if siding on "T" type or "L" Type turnaround (see below)
m.	The maximum lot coverage by structures	80 percent
n.	The maximum lot coverage by structures, driveways and parking	85 percent
o.	The maximum height.	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend an additional 10 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
p.	Additional parking shall be provided on the site at a minimum 1 space per every 5 units	1 space / 5 units

*NOTE: The total number of residential units for all residential uses within the overall *District* shall not exceed 650 units total.

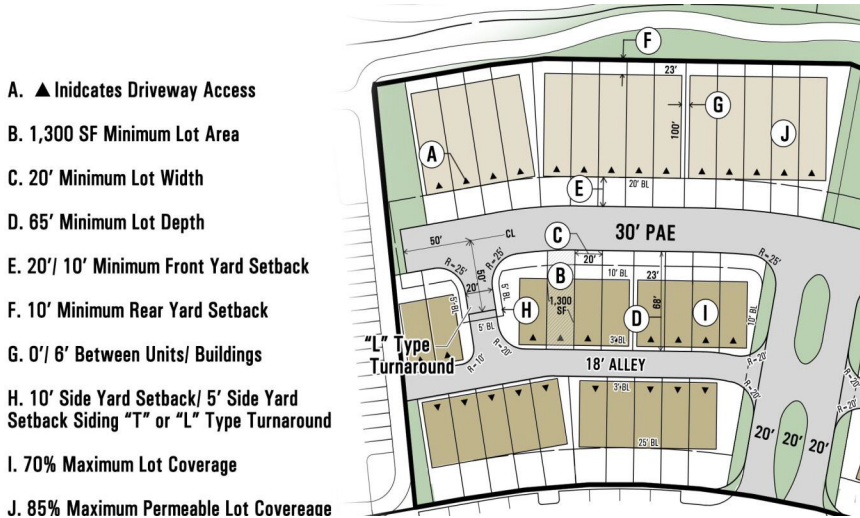


Figure 2. Conceptual PAE and Alley layout

q. Lot access: Access to lots may be from either a public or private street, or from a permanent access easement (PAE). Lots may take driveway access from a private alley provided the lots also have adequate minimum frontage on either a public or private street, or from a permanent access easement.

- i. The minimum right-of-way required for permanent access easement is 30 feet. The right-of-way width of a permanent access easement is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- ii. Sidewalks are not required adjacent or along a permanent access easement.
- iii. Intersections along permanent access easements shall be spaced a minimum of 65 feet apart and shall not intersect at less than an 80-degree angle.
- iv. When a permanent access easement intersects with another permanent access easement at a 90-degree angle, the permanent access easement shall provide a 25-foot radius at the intersection.
- v. When a permanent access easement intersects with another permanent access easement at an angle of between 80 and 90 degrees each acute angle shall have a 25-foot radius at the intersection.
- vi. A permanent access easement may not be a direct straight- line extension of a public street.
- vii. Curves along a permanent access easement may have any centerline radius except that the centerline radius of a reverse curve shall not be less than 65 feet. Reverse curves shall be separated by a tangent of not less than 25 feet.
- viii. Dead end permanent access easements shall not exceed 100 feet or must provide an “L” type, or “T” type turn around.
- ix. The minimum right-of-way requirement for a private alley is 18 feet. The right-of-way width of a private alley is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- x. When a private alley intersects with a permanent access easement, or public street the alley shall provide a 20-foot radius at the intersection.
- xi. When a private alley intersects with another private alley the minimum radius shall be 10 feet.
- xii. An alley may not be a direct straight-line extension of a public street.
- xiii. Dead end alleys may not exceed 100 feet.

r. Parking for Townhouse Residential Use.

- i. Each subdivision providing for a townhouse residential use shall provide at least two off-street parking spaces per dwelling unit on each lot.
- ii. Each subdivision plat providing for a townhouse residential use on a permanent access easement with six or more dwelling units shall provide one additional parking space for every five dwelling units. Each additional guest parking space shall conform to the following requirements:
 - a. The guest parking space shall be placed within the boundaries of the subdivision plat, unless the guest parking space abuts a continuous curb along a public or private street that is adjacent to or within the plat boundary and that is not a major thoroughfare. All parking spaces shall be maintained by the HOA.
 - b. For a subdivision plat where the lots abut a permanent access easement and take vehicular access only from a private alley, a guest parking space may be included within the permanent access easement.
 - c. The guest parking space shall not be placed within a lot.
 - d. The guest parking space shall not be placed where parking is prohibited by law; and
 - e. The guest parking space shall be accessible to all residents of each dwelling unit of the subdivision plat.

F. GreenboLT and Pedestrian Circulation Regulations.

In lieu of the standard sidewalks required by the City's current regulations on both sides of Karsten Boulevard, a 12' wide multi-use trail for use by electric (only) golf carts and other vehicles, like scooters, Segway scooters, bicycles etc. shall be provided within the Right of Way and along one side only of Karsten Boulevard. Pavement marking and signage shall be installed.

G. Screening of Adjacent Land uses:

1. *Sub Area 3 (Lagoon/Beach)* is exempt from the regulations of Section 3.3.1.1, 3.3.1.3, and 3.3.2.3 of the UDC, based on the following conditions:
 - (a) When adjacent to single family residential, and the use is located on the opposite side of a major thoroughfare (Karsten Boulevard), and buildings on site are located a minimum of 300' away from the property line.

H. Parking Regulations:

1. *Sub-Areas 1 (Commercial North) & 2 (Town Center)*: Areas shall be subject to the Engineering Design Criteria Manual and parking regulations of the Unified Development Code.
2. *Sub-Area 3 (Lagoon/ Beach)*: Parking shall be provided at a rate of 3.2 occupants

per car. The minimum parking required shall support the daily posted maximum occupancy of (1500 users).

- (a) Permanent parking spaces to support the maximum daily capacity may be phased according to the following:
 - (i) The first phase of development may provide a minimum of 300 spaces of permanent parking. Additional parking required to meet the maximum daily capacity in phase 1 may be provided as *overflow parking* and located in Sub-Area 2.
 - (ii) *Overflow parking* may be installed as pervious materials and may include $\frac{3}{4}$ " stone as the primary surface with drainage sock for drainage.
 - (iii) Future development in *Sub-Area 2* shall consider the integration of permanent overflow parking into the final design of the *Sub-Area*.
- (b) The minimum size of a permanent head-in 90-degree parking stall is 9' x 18'. Smaller spaces may be permitted if marked as a "compact" space. No more than 10% of the parking provided shall be designed as "compact".
- (c) Additional overflow parking shall be permitted on-site during special events. This special event parking may be considered temporary / overflow parking and may be located within *Sub-Areas 2 or* within the *non-developed Sub-Area 2*. This temporary / overflow parking may be improved with pervious materials and may include a $\frac{3}{4}$ " stone as the primary surface with drainage sock for drainage.
- (d) The general location and layout of the future permanent parking areas may be shown as a diagram for initial phase site plan or permit approval. Final civil construction plans for future parking are not required for site plan or permit approval of initial phases under this PD.
- (e) For Special Events that exceed the typical daily maximum, a traffic management plan will be provided by the facility operator to City staff.
- (f) Shared Parking scenarios may be permitted as defined:

3. Shared Parking: Is permitted for two or more different use classifications within the *District* that are not used for or restricted to single-family residential purposes to reduce the overall parking space requirement.

- (a) The amount of shared parking permitted in the *District* shall be determined by submitting a parking study with a site plan that details the parking supply and demand of the intended uses per typical weekday and typical weekend time frames. The number of approved shared parking spaces shall be determined by the city manager after consideration of all relevant factors.

I. Building Regulations SUB-AREA 1 & 2/ Town Center & Commercial Area: –

Buildings within *Sub-Area 1 & 2* shall be developed in accordance with the following regulations:

- 1. Building façade design criteria:
 - (a) Building facades shall include offsets, or changes in building materials, colors and textures, or other methods to break up the horizontal and vertical building planes.
 - (b) Building facades shall incorporate architectural details that create shade and cast shadows to provide visual relief.

- (c) Facades greater than 100 feet in length that face Karsten Boulevard, Cedar Rapids Parkway or Meridiana Parkway shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
2. Building façade finishes:
- (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), stucco, and glass.
 - (b) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), architectural metal panels (limited to metal composite and insulated metal panels) and fiber cement siding.
 - (c) Primary Finishes shall comprise at least 70% of each facade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish. No single primary building finish material shall cover more than 80% of the front of any building.
 - (d) Secondary Finishes shall comprise no more than 30% of the façade for any building.
 - (e) Use of architectural metals (not defined as metal composite or insulated metal panels) is limited to canopies, parapet walls, roof systems, and miscellaneous trim work.
 - (f) The following building materials shall not be used for a Primary or Secondary Finish:
 - (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels.
 - (ii) Unfired or underfired clay, sand, or shale brick.
 - (iii) Smooth or untextured concrete surfaces.
1. Building façade features for Retail Buildings only:
- (a) The front façade (the side of the building facing the street or internal access easement) of the publicly accessible first floor of a retail building, shall be at least 60% transparent to permit visibility between the building occupants and outdoor pedestrians and motor vehicle drivers.
 - (b) Ground floor façades for retail buildings shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
3. All façades of an individual building and the façades of multiple buildings within a single reserve shall be of similar architectural design, color, and materials unless buildings are considered supporting the primary use.
4. Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color, and materials as the building or structure to which they are attached.
5. Building canopies:
- (a) Canopies shall be provided at all street facing building entrances intended for pedestrians.

- (b) Canopies may be structural extensions of the building or constructed of fabric attached to the building.
- (c) An individual canopy shall cover a ground area of at least 20 square feet.
- 6. Service and Equipment Areas:
 - (a) Service and Equipment Areas must be oriented toward service drives and away from the public right-of-way unless adequately screened.
 - (b) Service and Equipment Areas must be visually and acoustically screened from public streets, pedestrian gathering areas, within 50 feet of building entrances, and from view of Sub-Area 2 for parcels immediately adjacent to the lagoon.
 - (c) Screening shall consist of wing walls, free standing masonry walls, landscape screens, changes in building orientation, and/or other elements that provide sufficient barrier. Screening may consist of a combination of these items.
 - (d) Screening shall extend a minimum of 12 inches above the object being screened.
 - (e) Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.
- 7. Mechanical and Utility Equipment:
 - (a) Mechanical and Utility equipment must be placed in the most inconspicuous location possible.
 - (b) Mechanical and Utility equipment shall be located internally within rear or side access drives and alongside rear or side-facing facades not consistent with the primary building façade, pedestrian access points, and from view of Sub-Area 2 for parcels immediately adjacent to the lagoon.
 - (c) Ground-mounted mechanical equipment must be hidden from public view, or screened with architecturally integral wing walls and/or landscape planting, or another acceptable screening device.
 - (d) Where building mounted utility equipment cannot be placed behind screens or other barriers and is visible from the public right-of-way, it must be treated such that it blends into the context of the adjacent façade materials.
 - (e) Utility boxes taller than 2 feet may not be placed in an intersection clear vision area or interfere with the use of streets, sidewalks or other pedestrian or vehicular paths
- 8. Support Services Building:
 - (a) Support Service Building shall follow the requirements of industrial Use Buildings as defined in the UDC.
 - (b) Delivery service areas must meet the same screening and visibility requirements as defined in Section 8 a

J. Building Regulations SUB-AREA 3 (Lagoon/Beach).

In acknowledgment that the Sub-Area 3 (Lagoon) is a unique and distinct attraction, where the primary use of the building is inwardly focused towards the lagoon amenity, the provisions of Section 3.5.3.1, Section 3.5.3.2, Section 3.5.3.3, Section 3.5.3.4, Section 3.5.3.6, Section 3.5.3.7, 3.5.3.11, and 3.5.3.12 of the UDC shall not apply.

Buildings within Sub-Area 3 shall be developed in accordance with the following regulations:

1. Secondary building Requirements:
 - (a) Secondary buildings that are behind the perimeter fence of the lagoon amenity and not visible from Karsten Boulevard shall be exempt from Article 5 of the UDC.
 - (b) Secondary buildings are not required to be masonry and shall be constructed in such a manner as to blend in and compliment the architecture of the internal lagoon amenity area.
 - (c) Secondary Buildings include the following:
 - (i) Those structures under 1,000 GSF, single story, and not taller than 20'-0" in height) necessary for the support, functionality, and use of the lagoon amenity.
 - (ii) Accessory Structures.
 - (iii) Support Services Buildings.
2. Building façade design criteria:
 - (a) Building facades shall include offsets, or changes in building materials, colors and textures, or other methods to break up the horizontal and vertical building planes.
 - (b) Building facades shall incorporate architectural details that create shade and cast shadows to provide visual relief.
 - (c) Facades greater than 100 feet in length that face Karsten Boulevard shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
 - (e) There shall be no limit to the number of colors used on the exterior of the building.
3. Building façade finishes:
 - (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), glass, and stucco, or any material permitted by the UDC.
 - (b) Secondary Finish means an exterior finish consisting of wood (either natural or cementitious), ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), architectural metal panels (limited to metal composite and insulated metal panels) and fiber cement siding.
 - (c) Primary Finishes shall comprise at least 70% of each facade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish. No single primary building finish material shall cover more than 80% of the front of any building.
 - (d) Secondary Finishes shall comprise no more than 30% of the façade for any building.
 - (e) Use of architectural metals (not defined as metal composite or insulated metal panels) is limited to canopies, parapet walls, roof systems, and miscellaneous trim work.
 - (f) The following building materials shall not be used for a Primary or Secondary Finish:
 - (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - (ii) Unfired or underfired clay, sand, or shale brick.
 - (iii) Smooth or untextured concrete surfaces.

4. Character Defining Elements:
 - (a) All buildings within the referenced Sub-Area shall be in a character and scale to support the aesthetic values of the lagoon amenity purpose.
5. Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color, and materials as the building or structure to which they are attached.
6. Service and Equipment Areas:
 - (a) Service and Equipment Areas must be oriented toward service drives and away from the public right-of-way unless adequately screened.
 - (b) Service and Equipment Areas must be visually and acoustically screened from public streets, pedestrian gathering areas, and within 50 feet of building entrances.
 - (c) Screening shall consist of wing walls, free-standing masonry walls, landscape screens, changes in building orientation, and/or other elements that provide a sufficient barrier. Screening may consist of a combination of these items.
 - (d) Screening shall extend a minimum of 12 inches above the object being screened.
 - (e) Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color, and materials as the building or structure to which they are attached.
7. Mechanical and Utility Equipment
 - (a) Mechanical and Utility equipment must be placed in the most inconspicuous location possible.
 - (b) Mechanical and Utility equipment shall be located internally within rear access drives and alongside rear-facing facades not consistent with the primary building façade or pedestrian access points.
 - (c) Ground-mounted mechanical equipment must be hidden from public view or screened with architecturally integral wing walls and/or landscape planting, or another acceptable screening device.
 - (d) Where building-mounted utility equipment cannot be placed behind screens or other barriers and is visible from the public right-of-way, it must be treated such that it blends into the context of the adjacent façade materials.
 - (e) Utility boxes taller than 2 feet may not be placed in an intersection clear vision area or interfere with the use of streets, sidewalks or other pedestrian or vehicular paths.
8. Building Roof Finishes:
 - (a) Additional approved roofing material include thatch roofing – either synthetic or natural, in addition to those expressly permitted in the UDC.

J. Lighting:

1. Sub-Area 1 (Commercial North) & 2 (Town Center): Shall follow the requirements as set forth in the UDC.
2. Sub-Area 3 (Lagoon/Beach): Lighting for the area inside of the perimeter fence

related to the Outdoor Recreational Use shall be regulated by: Title 25.1 of the Texas Administrative Code chapter 265 subchapter K. Any area outside of the perimeter fence shall follow the requirements as set forth in the UDC.

K. Tree Ordinance. The *District* is exempt from the City of Iowa Colony tree ordinance.

L. Landscape. All development within the *District* will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code. The following additional plants shall be permitted to be used within Sub-Area 3 (Lagoon/Beach) of the *District*. Additional plants may be added to this list provided they are not an invasive species in the state of Texas and are reviewed and approved by staff.

1. Plant List

Trees:

- Little Gem – Magnolia grandiflora 'Little Gem' (Evergreen)
- Vitex – Vitex agnus-castus
- Pindo Palm- Butia capitata
- Sago Palm- Cycas revoluta
- European Fan Palm- Chamaerops humilis cerifera
- Chinese Fan Palm- Livistona chinensis
- Mazari Palm- Nannorrhops ritchiana
- Canary Island Date Palm- Phoenix canariensis
- Medjool Date Palm- Phoenix dactylifera 'Medjool'
- Sylvester Palm- Phoenix sylvestris
- Texas Sabal Palm- Sabal texana
- California Fan Palm- Washingtonia filifera
- Washingtonia Palm- Washingtonia robusta
- Eagleston Holly- Ilex x attenuate 'Eagleston'
- Crape Myrtle - Red- Lagerstroemia x 'Arapaho'
- Crape Myrtle – Pink- Lagerstroemia x 'Sioux'

Shrubs/Groundcovers:

- Coppertone Loquat – Eriobotrya japonica 'Coppertone' (Evergreen)
- Morning Light Miscanthus – Miscanthus sinensis 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush – Callistemon citrinus 'Little John' (Evergreen)
- Variegated Flax Lily – Dianella tasmanica 'Variegata' (Evergreen)
- Mexican Feather Grass – Nassella tenuissima (Herbaceous)
- New Gold Lantana – Lantana x hybrid 'New Gold' (Evergreen)
- Liriope – Liriope muscari (Evergreen)
- Gulf Muhly Grass - Muhlenbergia capillaris
- Drift Rose (Apricot) – Rosa 'Meimirrot'
- Dwarf Firebush – Hamelia patens
- Summer Wisteria – Indigofera decora

- Hameln Grass – Pennisetum alopecuroides ‘Hameln’
- Sandy Leaf Fig – Ficus tikoua
- Purple Trailing Verbena – Verbena canadensis ‘Homestead Purple’
- Snow-N-Summer Jasmine – Trachelospermum asiaticum ‘Snow-N-Summer’
- Green Mound Juniper – Juniperus procumbens ‘Green Mound’
- Bicolor Iris – Dietes Bicolor (Evergreen)
- Foxtail Fern – Asparagus meyeri (Evergreen)
- Japanese Blueberry – Elaeocarpus decipiens (Evergreen)
- Dwarf Palmetto- Sabal minor
- Shell Ginger- Alpinia Zerumbet ‘Variegata’
- Bat Faced Cuphea- Cuphea llavea
- Canna Lily- Canna indica
- Yellow Iris- Iris pseudacorus
- Knockout Rose- Roba ‘Radrazz’
- Double Red Knockout Rose- Rosa x ‘Knockout’ TM
- Elephant’s Ear- Colocasia
- Banana- Musa acuminata
- Bird of Paradise- Strelitzia spp.
- Variegated Japanese Aralia - Fatsia japonica ‘Variegata’
- Flame of the Woods- Jungle geranium
- Princess Flower- Pleroma urvilleanum
- Variegated Asian Jasmine- Asiatic jasmine
- Geyser Pink Gaura- Gaura lindheimeri ‘Geyser Pink’
- Geyser White Gaura- Gaura lindheimeri ‘Geyser White’
- Super Green Giant Liriope- Liriope muscari ‘Super Green Giant’
- Yellow-tip Ligustrum- Ligustrum howardii
- Sweet Viburnum- Viburnum odoratissimum
- Kaleidoscope Abelia- Abelia x grandiflora ‘Kaleidoscope’
- Rose Creek Abelia- Abelia x grandiflora ‘Rose Creek’
- Dwarf Schilling’s Holly- Ilex vomitoria ‘Schilling’s Dwarf’
- Lindheimer’s Muhly- Muhlenbergia lindheimeri
- Dwarf Nandina- Nandina domestica
- Switch Grass- Panicum virgatum ‘Shenandoah’
- Spring Bouquet Laurestinus- Viburnum tinus ‘Spring Bouquet’
- Sand Cord Grass- Spartina bakeri
- Variegated Confederate Jasmine- Trachelospermum jasminoides ‘Variegatum’

Vines:

- Algerian Ivy- Hedera canariensis
- Trumpet Vine- Campsis radicans
- Evergreen Wisteria- Callerya reticulata
- Virginia Creeper- Parthenocissus quinquefolia

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, GRANTING TO SIENERGY, L.P. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Iowa Colony, Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, L.P., ("SiEnergy" or "Company") to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City's consent, to use and occupy the present and future Public Right-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined herein) and ends on December 31 of the calendar year in which the twenty-fifth (25th) anniversary of the Effective Date occurs.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Iowa Colony or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION II. Definitions

(A) "City" shall mean the City of Iowa Colony, Texas

(B) "Company" shall mean SÍEnergy, L.P. and its successors and assigns, but does not include a SÍEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.

(C) "City Manager" shall mean the City Manager of the City or his or her designee.

(D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
- (2) all revenues derived from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;
- (4) payments received for contributions in aid of construction performed within the City, including but not limited to, builder contributions, under contracts entered into after the Effective Date;
- (5) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following "miscellaneous charges:"
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup; and
- (x) revenues billed but not ultimately collected or received by the Company.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

(I) “Affiliate” shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company's facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, and Company shall provide detailed drawings, in accordance with Company's customary practice, reflecting Company's installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:
 - (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the City; and
 - (b) all additional information requested by City reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of City's approval or denial of Company's request for a permit shall be provided in accordance with City's usual procedures for processing of permit applications.
- (5) City will make reasonable efforts to complete its review of Company's application within thirty (30) days after City's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, City may request any additional information that is necessary to complete its review of Company's application. City will make reasonable efforts to issue a decision regarding Company's permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the City may request additional information. City will make reasonable efforts to issue a

decision regarding the application within fifteen (15) days after receipt of all additionally requested information.

- (6) If City has not approved or denied Company's request for a permit within:
 - (a) Thirty (30) days after receipt by City of the permit application (if no additional information was requested by City), or
 - (b) The timeline established in Section III(B)(5) after receipt by City of all additional information requested by City reasonably related to the permit request,

then upon written request by Company, the City's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.

- (7) Company may only proceed with the placement of the facilities described in its permit application if company receives written notice of City's approval of Company's request for a permit.
- (8) A permit application approved by the City shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. City shall grant an extension of such time as reasonably required to complete such work upon City's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable City ordinances and to not unreasonably interfere with traffic. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall make reasonable efforts to provide Company with reasonable notice and opportunity to review and comment upon

any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City will make reasonable efforts to notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Except for repairs, day-to-day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the City prior to commencement of work.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances.

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company

submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer, Company shall be entitled to reimbursement from the private developer of the reasonable cost and expense of such removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section X, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System

Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall make reasonable efforts to complete said work within ninety (90) calendar days after receipt of the notice from the City; provided, however, that such ninety (90) day period shall be extended to account for any circumstances beyond the reasonable control of Company that prevent completion of the relevant work within such period.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

The City shall be named as additional insured on the general liability, automobile liability, and any Umbrella Liability insurance policies. Company shall agree to waive subrogation

rights on all policies for loss or damage to the extent same are covered by insurance. Company shall have no right of recovery or subrogation against City.

SECTION VI. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company shall discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. In no event, however, shall underground meters be required.

SECTION VII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION VIII. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION X. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues

received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges. Company shall reimburse City for any and all actual out of pocket expenses borne by City.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(E) SiEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after receipt of a request by Company following the effective

date of this Ordinance, the City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or de-annexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the City. The City's access to the Records will be for information needed to verify that Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section X(D). Company shall be responsible for the reasonable costs of one (1) audit every five (5) calendar years during the term hereof, with the costs of any other requested audits being borne by City; provided, however, that Company shall be responsible and shall reimburse City for the reasonable costs of any audit resulting in an ultimate determination that Company has underpaid the applicable franchise fee for the audited period. The rights to access the Records shall terminate four (4) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XIII. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) **Uncured Events of Default.**

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIII(C).

(C) **Remedies.** Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged causes and reasons for failure, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) **Remedies Not Exclusive.** The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different

times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:
 City of Iowa Colony
 Attention: City Manager
 3144 Meridiana Pkwy

Iowa Colony, Texas 77583

If intended for the Company:
 SiEnergy, L.P.
 Attention: Chief Executive Officer
 13215 Bee Cave Pkwy, Suite B-250
 Bee Cave, Texas 78738

SECTION XVI. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Brazoria County, Texas.

SECTION XVIII. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX. Acceptance; Effective Date

To accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the City, within thirty (30) days after the City provides written notice to Company of the final adoption of this Ordinance by the City, a letter in the form of Exhibit A attached hereto and incorporated

herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the City (such date being the "Effective Date").

PASSED AND APPROVED ON FIRST READING THIS THE 13th DAY OF May, 2024.

APPROVED:

Wil Kennedy
Mayor

ATTEST:

Kayleen Rosser
City Secretary

PASSED AND APPROVED ON FINAL READING THIS THE _____ DAY OF _____, 2024.

APPROVED:

Wil Kennedy
Mayor

ATTEST:

Kayleen Rosser
City Secretary

APPROVED AS TO FORM:

Natasha Brooks
City Attorney

EXHIBIT "A"

SiEnergy, L.P. Acceptance of Franchise Ordinance

[DATE]

City of _____, Texas
Attention: City Secretary

RE: SiEnergy, L.P. Gas franchise; Ordinance No. _____

This letter certifies that SiEnergy, L.P. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

SIENERGY, L.P.

By: _____

Printed Name: _____

Title: _____



CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Item 20.

**Monday, May 13, 2024
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 13th day of May 2024, 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 McLean Barnett
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 7:30 P.M.

INVOCATION

The invocation was provided.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Issue Certificates of Election and Administer the Oaths of Office to Councilmembers.

Mayor Kennedy issued the certificates of election. Judge Barfield administered the Oath of Office to Councilmember Position 1; McLean Barnett, Councilmember Position 2; Arnetta Murray, and Councilmember Position 3; Marquette Greene-Scott.

2. Proclamation declaring Municipal Clerks Week

Mayor Kennedy presented the Proclamation declaring Municipal Clerk's week to City Secretary, Kayleen Rosser.

3. Proclamation declaring National Police Week and Peace Officer Memorial Day

Mayor Kennedy presented the Proclamation declaring National Police Week and Peace Officer Memorial Day to Chief Bell.

CITIZEN COMMENTS

John Celis; County Road 63- He asked if the construction is going to affect him and his neighbors. He stated that County Road 63 is a private road and the people that live on the road maintain it and have never had assistance with maintenance. Mayor Kennedy offered Mr. Celis his business card and told him to follow up with the City Manager.

PUBLIC HEARINGS

4. Hold a public hearing to consider rezoning the following property from Single Family Residential to Business Retail:

Approximately 10 acres of land on County Road 48, South ½ of Lots 190 & 191, Section 66, H.T. & B.R.R. Company Survey, A-560, Brazoria County, Texas.

Mayor Kennedy opened the public hearing at 7:45 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:46 P.M.

5. Hold a public hearing to consider amending the Ellwood Planned Unit Development to realign Karsten Boulevard and to allow for 45' wide lots, generally located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

Mayor Kennedy opened the public hearing at 7:47 P.M.

Judy Myers and Denny Myers; 2511 County Road 62- They are concerned with the development causing flooding. The comments are attached.

Hector Acevero; 2525 County Road 63- The Ellwood Subdivision falls on the north side and east side of his property and he is concerned with the drainage.

Jean Meyerson; 2505 County Road 758- She provided a timeline of the communication she has had with the developer regarding her property and the purchase of her property. At this time, she has not received an updated offer or any other communication with Beazer. She stated that Beazer needs to make her an offer and there has been a lack of communication with Beazer. She does not understand how this plan can be approved without her property issue being resolved.

Mayor Kennedy closed the public hearing at 8:00 P.M.

EXECUTIVE SESSION- 8:01 P.M.

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

6. Discussion on potential or threatened legal action related to religious freedom.

POST EXECUTIVE SESSION- 8:33 P.M.

COUNCIL COMMENTS

Councilmember Greene-Scott thanked those who attended the meeting on Thursday regarding the water and sewer rates. She is grateful to be serving another two years on council.

Councilmember Barnett thanked those in attendance and reminded everyone that hurricane season is just 18 days away.

Councilmember Murray thanked everyone in attendance. She attended an event in Meridiana with Alvin ISD Board Member Danielle Swiney. She recognized the mayor for meeting with a group of men at the barber shop on Tuesdays.

Councilmember Varlack thanked those in attendance as we cannot move the business of the city forward without you. He congratulated all those who graduated. He wished his mom a Happy Birthday. He sent a Happy Mother's Day blessing to all the mothers. He reminded the residents to be mindful of the website and to go there to see the published packet for the upcoming meetings. He reminded everyone that hurricane season is 18 days away.

Councilmember Hargroder thanked those in attendance. It is going to be an active hurricane season this year. She was not able to attend the meeting on Thursday evening as she was graduating with her masters degree in public administration.

Councilmember Boyce took part in the Meridiana Spring Bash. His wife is the principal at Meridiana Elementary. He wanted to take a minute to commend our police department and fire department for engaging with the public and reaching out to the citizens. The event at Chop House Barber Shop on Tuesday nights is a great time where men get together and share things that are near and dear to their hearts with each other. It is an opportunity for the men to get together and share experiences and grow together.

Mayor Kennedy thanked those in attendance. He mentioned that he asked the City Manager at a recent joint meeting with Planning and Zoning and City Council about communications that were shared, and he felt like he left the wrong impression. He apologized to the City Manager as it appeared he had not done something or shared something with the Council. He asked that the record reflect that he was seeking clarification, and he appreciates Robert's work. Alvin ISD is hosting the 1st annual awards to include Alvin, Iowa Colony, Manvel and Shadow Creek student athletes. He congratulated the Iowa Colony High School Boys and Girls Track team on winning state. We will provide a Proclamation at the June Council meeting. He is excited about the idea that businesses and organizations want to do business in Iowa Colony. He congratulated the members of council that were re-elected. Crossing Point Church is hosting a 6k on Saturday at 8:00 AM. The Mayor thanked JP who is the owner of Chop House Barber Shop for making the facility available. He thanked JT Thomas who is a licensed counselor who identified the need for the program for the community.

STAFF REPORTS

Robert Hemminger provided Council with a reminder to send him any UDC updates so they can get the document out for public comment.

Dinh Ho stated that TX Dot is shutting down north and south bound lanes of SH 288 over the weekend so they can pour the bridge at Meridiana Parkway.

7. Fire Marshal/Building Official Monthly Report
8. Police Department Monthly Report
9. Municipal Court Monthly Report
10. Public Works Monthly Report
11. City Engineer's Monthly Report
12. Finance Monthly Reports

ITEMS FOR CONSIDERATION

13. Consideration and possible action on a resolution canvassing the returns and declaring the results of a special election held on May 4, 2024.

Motion made by Councilmember Varlack to approve a resolution canvassing the official results of the Special Election held on May 4, 2024, Seconded by Mayor Pro Tem Greene-Scott.

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

14. Consideration and possible action on an ordinance approving Amendment No.1 to the Ellwood PUD.

Brad Sweitzer with EHRA presented the amendment to the Ellwood PUD and answered questions from the City Council.

Motion made by Councilmember Varlack to adopt an ordinance on first reading approving amendment no. 1 to the Ellwood PUD, Seconded by Mayor Kennedy. The City Secretary read the ordinance caption aloud.

Voting Yea: Mayor Kennedy, Councilmember Varlack

Voting Nay: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Councilmember Hargroder, Councilmember Boyce

15. Consideration and possible action on an ordinance authorizing a natural gas franchise agreement with SiEnergy.

Motion made by Mayor Pro Tem Greene-Scott to approve an ordinance authorizing a natural gas franchise agreement with SiEnergy, Seconded by Councilmember Hargroder. The City Secretary read the ordinance caption aloud.

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

16. Consideration and possible action authorizing a contract for services with SiEnvironmental.

Motion made by Mayor Pro Tem Greene-Scott to authorize a contract for services with SiEnvironmental, Seconded by Councilmember Boyce.

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

Voting Nay: Councilmember Barnett

17. Consideration and possible action on an ordinance rezoning approximately 10 acres on Iowa Colony Blvd (CR 48) to Business Retail.

Motion made by Councilmember Hargroder to approve an ordinance on first and final reading rezoning approximately 10 acres on Iowa Colony Blvd (CR 48) to Business Retail, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud.

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

18. Consideration and possible action on an ordinance establishing the City's Water and Sewer Rate Order.

Motion made by Councilmember Varlack to approve an ordinance on second and final reading establishing the City's Water and Sewer Rate Order, 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 Nay: Councilmember Barnett

19. Consideration and possible action for variances and approval of the proposed 13.51-acre multifamily development in Sierra Vista.

David Adame with Alliance Realty Partners presented the proposed development for consideration.

Motion made by Councilmember Hargroder to approve the proposed 13.51-acre multifamily development in Sierra Vista, subject to the following requirements in addition to those in the Sierra Vista Plan of Development to include a 1.75 parking ratio and for the City Engineer to negotiate visitor parking, 10% covered parking, and 60% masonry overall with 100% on the first floor, Seconded by Mayor Pro Tem Greene-Scott.

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

20. Consideration and possible action on the Undine Rate Order Case (PUC Docket No. 56354).

Motion made by Councilmember Hargroder to oppose the Undine Rate Order Case PUC Docket No. 56354 and authorize staff to prepare written comments to this effect, Seconded by Councilmember Barnett.

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

Voting Abstaining: Councilmember Barnett

CONSENT ORDINANCES – SECOND READING

Consideration and possible action to approve the following ordinances on second and final reading.

21. Consideration and possible action on an ordinance amending the truck route, designating a portion of Karsten Blvd. as No Thru Trucks, and re-opening the road for public use.

Motion made by Councilmember Hargroder to approve an ordinance on second and final reading amending the truck route, designating a portion of Karsten Blvd. as No Thru Trucks, and re-opening the road for public use and approving an ordinance assigning annexed areas to council districts, Seconded by Councilmember Murray. The City Secretary read the ordinance captions aloud.

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

22. Consideration and possible action on an ordinance assigning annexed areas to council districts.
The action was taken during the previous item.

CONSENT AGENDA

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

Motion made by Councilmember Hargroder to approve all consent items as presented removing items no. 23 and no. 24, Seconded by Mayor Pro Tem Greene-Scott.

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

23. Consider approval of the April 8, 2024 City Council worksession minutes.

Motion made by Councilmember Hargroder to approve the worksession minutes, Seconded by Mayor Pro Tem Greene-Scott.

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

Voting Abstaining: Councilmember Barnett

24. Consider approval of the April 8, 2024 City Council meeting minutes.

Motion made by Councilmember Hargroder to approve the meeting minutes, Seconded by Mayor Pro Tem Greene-Scott.

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

Voting Abstaining: Councilmember Barnett

25. Consider approval of the April 22, 2024 City Council worksession minutes.

26. Consider acceptance of the Sterling Lakes North Section 1 Water and Sanitary Sewer Facilities into the one-year maintenance period.

27. Consider acceptance of the Sterling Lakes North Section 1 Storm and Paving Facilities into the one-year maintenance period.

28. Consider approval of Sterling Lakes North Section 1 Early Plat Disbursement No. 1.

29. Consider approval of Sterling Lakes North Section 2 Early Plat Disbursement No. 5.

30. Consider approval of Sterling Lakes North Section 4 Early Plat Disbursement No. 1.

31. Consider approval of a replat for a portion of Lot 64 of Emigration Land Survey Company.

32. Consider approval of Ellwood Detention Reserve A and B Final Plat.

33. Consider approval of Ellwood Detention Reserve C Final Plat.

ADJOURNMENT

The meeting was adjourned at 11:09 P.M.

APPROVED THIS 10TH DAY OF JUNE 2024

Kayleen Rosser, City Secretary



Wil Kennedy, Mayor

My name is Judy Myers and I have lived in Iowa Colony since 1973. Our property borders CR 63.

Thank you, Ellwood, for the planning document This is by far the best of several proposals for this challenging site. I have comments on drainage and lot sizes.

All of this site is in the floodplain, as is most of this City. Floodplain maps understate the regularity and duration of flooding on this site. By flooding I mean knee-deep water and livestock not be able to lie down. This site frequently floods over most of its area, with the cattle standing on a little bit of slightly high ground, the owner tractor in round bales or feed for the cows for several day.

I sincerely appreciate the amount of permeable surface and detention in this plan that will soak up some of the water. Will more than a foot of water on almost all of the tract fit into the detention? Will the runoff from Karsten and the interior street go to the detention?

The reason the water stands so long now is that it cannot run off. Despite the best efforts of this developer, the City, the Drainage Commission and other agencies, the natural drainage direction is to the southeast and there simply inadequate provision for water to go that way.

Before 288 our high water used to sheet away. Now it takes days or over a week for the roadside ditches to drain the properties. Development on the West side of 288 continues to compound the problem. In rainy times, Hayes Creek is often at full capacity and minor flood stage. By the time water from this development wends its way to the larger Hayes Creek, it will often be full.

This is a transition to my next topic, lot sizes. I strongly disagree with a plan to re-zone to permit lots narrower than 60 feet The zoning commission in its initial work wrestled very hard with the city's lot size decision. I believe any variances for denser housing should be closer to the retail area along CR 57 which seems to be what the City is doing now.

I really like the wide sidewalks and I agree with the developer that front porches and the sidewalks that pass them foster community.

On smaller matters, I see no provision for parking for non-residents to want to visit the parks so I hope the city planners will keep a watch for that as the detailed plans are reviewed.

On page 47 I would prefer that any concrete batch plants be located in the proposed commercial area. These are extremely noxious for residents and leave soil toxins that are better not deposited on homesites or parkland.

I know this session is not for questions, but I see several statements that the areas with houses will not be gated, yet references to "gated" area. What will be gated? Shared greenspace?

Thank you so much for the detailed planning document and for the opportunity to speak to you today.

May 7, 2024

I am Denny Myers. My wife and I have lived on our property in Iowa Colony for 51 years. And I retired from city council and the Planning Commission in 2015.

I truly do appreciate the Developer of Ellwood for doing a great job in drafting their PUD document. And I appreciate the city making it available to all citizens. However, I am concerned about the smaller lot sizes proposed – the 45' and 50' lots. I think of stringing out a 100' tape and saying – “Frontage for 2 homes with 10' to spare?” But, I do appreciate the minimum area of 5400 sq ft for lot size.

My main concern is FLOODING. Which of course is made worse by more roof tops, concrete and less permeable surfaces. But we all know more building will come. We have lived here since 1973. Let me recall some of the history of flooding that we have seen:

- 1) 1979 – Tropical storm Claudette – 30-40” rain in 3 days. Alvin set a US record with 42”. We figure we got about 36”. But, 288 had not been built in '79. So all of that water on the west side of now 288, flowed as a sheet across the prairie and was soon drained and gone.
- 2) 1983 – Next event – Alicia – major rain and wind - \$2.6 B damage.
- 3) 2001 – Allison – flooded the Medical Center. \$4.8B damage.
- 4) 2005 – Rita – we mainly escaped.
- 5) 2008 – Ike - \$19.3B damages, 84 deaths.
- 6) 2017 – Harvey – our entire area flooded. Nederland, near Pt Arthur got 60.58”. Displaced 1.8M people. \$125B damages.

We all remember Harvey. We had built our new house in 2000. And we did not flood. We figure we got about 30” over 4 days. One major reason we did not flood – and I think I recall this correctly – is because of a decision made by our council and our city officials. As I recall, many years ago, the council and our officials discussed flooding. The county said that building 1' above the 100 year flood plain was adequate. Our city, thanks to a shrewd mayor and our experts said we should require 2' above the 100 year flood plain. That decision saved a ton of homes from flooding.

SO.....who protects those of us now living here and those newcomers in the proposed new developments like Ellwood? Well, we have insurance. But, the insurance companies say – “Wind damage from a possible hurricane is too risky! So the STATE with TWIA will need to cover that.” And the state says- “Any flooding is too risky for us. So the FEDERAL government will need to cover that with Flood insurance.”

Although we took 30” of rain in Harvey and our house was fine, our flood insurance doubled in 1 year. So I dropped it. And that insurance company that you paid premiums to for 30, 40, 50 years?....Now they are saying “You are living in too risky of an area. So we are dropping you from coverage!”

SO.....we look to the decisions you make now to protect us. We do not get a second chance. We must get it right this time.

So, while I do appreciate all the work that the developer has put into this proposal. And I do appreciate the work that all the city officials and our experts have done in their review. I am concerned that 45’ and 50’ lots could end up creating too much impermeable surface – roofs, concrete with closer spaced streets. So I would like to see 60’ lots.

Thank you.



CITY OF IOWA COLONY

CITY COUNCIL WORKSESSION MINUTES

Item 21.

**Monday, May 13, 2024
5:30 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 13th day of May 2024, the City Council of the City of Iowa Colony, Texas, held a meeting at 5:30 P.M. in 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 McLean Barnett
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 work session to order at 5:31 P.M.

CITIZEN COMMENTS

Brett Massoni; 4918 Dubuque Parkway- He has been a resident of Magnolia Bend and Iowa Colony since 2018. He is against the rate increase that Undine is proposing due to the lack of service provided to the residents. He stated that the water quality is very poor. The residents deal with numerous water loss events and low pressure from the system. There are about 19 new homes being built that will tap into the water system. He brought a filter to show the council that had only been in his system for less than a month. He stated that many of the residents have had to buy water treatment systems including filters, water softeners, and very expensive osmoses systems to treat the water that is being provided to their homes.

ITEMS FOR DISCUSSION

1. Discussion on introduction of new staff members.

City Manager, Robert Hemminger introduced the new employees as follows:

Telecommunications Operator-Valerie Robinson
Police Officer- Michael Garcia
Police Officer- Ron Elerick
Public Works Crew Leader- Herb Anderson
Animal Control Officer- Lynn Goodwill

2. Discussion on proposed Maple Farms Development.

David Oliver with ABHR provided an overview of the Maple Farms Development. The property is currently located in the ETJ of Sandy Point. Councilmember Hargroder asked where the developer is in the process of annexation. Councilmember Varlack asked about forming an in-City MUD. Only the residents that live there will pay the MUD tax. He is concerned with the number of 40ft lots in the plan. The current plan does not meet our current lot size requirements. Councilmember Murray asked who the developer is. The developer is Maple Development Group. Councilmember Murray asked Mr. Oliver who the home builders will be. Mr. Oliver listed a few including DR Horton, Castlerock, Ashton Woods, and others.

3. Discussion on proposed Crystal Center Entertainment District Development Agreement and Plan of Development.

Mitchell Mayard provided a brief overview of the Crystal Center Entertainment District Development. Councilmember Varlack asked about the reduction of the amount of commercial land from the previous plan to the one presented now. He asked about traffic control on SH 288. The previous plan showed six to seven exits and that has been reduced to four exits. He asked how the traffic was going to be managed. He asked what the monument sign is supposed to be since they already had a sign. Mr. Mayard stated that the sign will welcome those into the community before they get to the lagoon. There is nothing solidified for the monument sign yet. They will use Karsten to get the people there. There is potential for backup on 288 with only 1 entrance and 1 exit. They will work with TXDOT to get the design element worked out. The concern is not the number of access points but the capacity of those access points with the ability of traffic to flow in and out of those points smoothly. He asked about design capacity of the lagoon. Mr. Mayard could not answer but will get the answer to him. Dinh Ho stated that a traffic impact analysis will be completed and that TXDOT and the city will both review it. There will be a frontage road built as part of this development. Councilmember Hargroder asked about the noise buffer between the homes to the west of where Karsten is proposed. There is no proposed buffer. Councilmember Barnett asked if the drainage will be affected in Sterling Lakes since the road will be on the drainage ditch. Councilmember Greene-Scott asked about the traffic flow and congestion as it was discussed in a previous meeting that there would be a northern exit. Councilmember Murray asked about TXDOT's approval of the schematic layout of how the feeder road constructions plans are laid out and connected back to the main road. This property is not currently covered by a development agreement. This proposal would allow for 650 units.

4. Discussion on Public Works in private subdivisions.

City Manager; Robert Hemminger stated that this item was placed on here to review the options from previous deliberations with some additional information provided to them in a memo from the City Attorney. The Council discussed the ordinance that prohibits city services other than police protection and patrol in gated communities. The City Attorney wants to look at the ordinance and have a meeting to make sure if we are petitioned by other gated areas in the city, we can provide the same services to everyone. Councilmember Varlack stated that he wants to make sure that the ordinance encompasses all gated areas in the community.

5. Discussion on FY2024-25 Budget Process Overview.

City Manager, Robert Hemminger provided a quick annual overview of the budget process. The Council will establish the policies and priorities. The staff will develop the budget in accordance with council guidance and they will present that to the council for adoption.

6. Discussion on possible changes to the city's sign ordinance.

City Manager; Robert Hemminger mentioned that the current sign ordinance identifies an exception for political signs on city property that is being used as a polling location. The public safety building will be used in the November election on only on election day. Our current ordinance allows for political signage to be placed on the property from 7 AM to 7 PM on election day. You cannot have more than two signs for any candidate or proposition or place them within 100 ft from the entrance where the voters are going in and out. Councilmember Hargroder asked City Attorney; Natasha Brooks to elaborate on the ROW and there is a constitutional prohibition against public assets being given away for private benefit. Natsha Brooks stated that they pay us to access our ROW. It could be brought up that we are allowing signage in the ROW at no charge but charging others to access our ROWs. This could be a potential liability for the city.

ADJOURNMENT

The worksession was adjourned at 7:15 P.M.

APPROVED THIS 10TH DAY OF JUNE 2024

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
APPROVING THE INVESTMENT POLICY IN ACCORDANCE WITH
THE PUBLIC FUNDS INVESTMENT ACT**

WHEREAS, the City of Iowa Colony's investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City of Iowa Colony, Texas ("the City"), and conform to the Public Funds Investment Act ("the Act"); and

WHEREAS, the City Council shall review the Investment Policy on an annual basis; and

WHEREAS, the City Council, after reviewing the Investment Policy, desires to approve the same;

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

SECTION 1. That the City Council of the City of Iowa Colony, Texas hereby approves the attached Investment Policy and investment strategies regarding City funds as mandated by Ordinance No. 2023-14.

SECTION 2. That if any part of this resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this resolution shall remain in full force and effect.

SECTION 3. This resolution shall be effective from the date of its passage and adoption.

READ, PASSED, AND APPROVED ON JUNE 10, 2024.

CITY OF IOWA COLONY, TEXAS

WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE INVESTMENT POLICY; AND PROVIDING A SAVINGS CLAUSE, SEVERANCE CLAUSE, AND EFFECTIVE DATE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY,
TEXAS ("THE CITY"):**

1. That pursuant to Chapter 2256 of the Texas Government Code, the Public Funds Investment Act, the City Council of the City of Iowa Colony, Texas has reviewed its Fiscal Year 2023 (FY23) Investment Policy and investment strategies regarding City funds.
2. That the FY23 City of Iowa Colony, Texas, Investment Policy and investment strategies include amendments since the last review on April 18, 2022, and are hereby adopted and incorporated herein in full, as the investment policy of the City of Iowa Colony, Texas attached hereto as "Exhibit A."
3. That the City Council approves and adopts the list of qualified brokers/dealers that are authorized to engage in investment transactions with the City, attached hereto as "Exhibit B."
4. That henceforth, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.
5. That, if any part, of whatever size, of this ordinance or the Investment Policy, as hereby amended, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance and the Investment Policy shall remain in full force and effect.
6. This ordinance shall take effect as of the date of its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON **April 17, 2023..**

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING
ON **May 15, 2023. .**

CITY OF IOWA COLONY, TEXAS

By: _____

**WIL KENNEDY,
MAYOR**

ATTEST:

Kayleen Rosser

**KAYLEEN ROSSER,
CITY SECRETARY**



“Exhibit A”
INVESTMENT POLICY FOR THE CITY OF IOWA COLONY, TEXAS
Revised and Approved on May 15, 2023

I. POLICY STATEMENT

It is the policy of the City of Iowa Colony, Texas that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the “Act”) Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

The purpose of this Policy is to set specific investment policy and strategy guidelines. Direct specific investment parameters for the investment of public funds in Texas are found in the Act. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public Texas funds deposits.

II. SCOPE

This investment policy applies to all financial assets of the City and any new funds created unless specifically exempted by the City Council and this Policy.

III. OBJECTIVES AND STRATEGY

It is the policy of the City that all funds shall be managed and invested with three primary objectives, listed in order of their priority: safety, liquidity, and return on investment.

The City may maintain one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy based on a buy-and-hold philosophy. This may be accomplished by creating a laddered maturity structure with some extension for yield enhancement. The maximum maturity of any security will be two years and the maximum dollar weighted average maturity of two years or less will be calculated using the stated final maturity date of each security. The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

Safety

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety.

Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities.

Return on Investment

The City's investment portfolio will be designed with the objective of attaining a rate of return commensurate with the City's investment risk constraints and the cash flow operating requirements.

Diversification

The portfolio shall be diversified by institution, market sector and maturity as much as possible.

Maturities

Investment maturities should be staggered in order to minimize the risk of market price volatility and to protect liquidity and meet cash needs.

The maturity of an investment shall not exceed two years.

For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio shall not exceed two years.

Basis for Settlement

All transactions, except investment pool funds and mutual funds, shall be settled on a delivery versus payment basis. The collateral shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original of all safekeeping receipts shall be delivered to the City.

Monitoring Market Prices

Before making any investment, the Investment Officers shall make arrangements for prompt and regular monitoring of the market price of the investment.

Management and Internal Controls

The Investment Officers shall establish a system of internal controls that shall be reviewed by the City's auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in the financial markets, or imprudent actions by employees or Investment Officers of the City.

Quarterly Reporting

The Investment Officers shall prepare and submit a signed quarterly investment report to the City Council in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program. The report will include the following at a minimum:

- A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
- Unrealized gains or losses (book value minus market value),
- Overall change in market value during the period as a measure of volatility,
- Weighted average yield of the portfolio and its applicable benchmarks,
- Earnings for the period (accrued interest plus accretion minus amortization),

- Allocation analysis of the total portfolio by market sector and maturity, and
- Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officer(s).

Market prices for the calculation of market value will be obtained from independent sources.

IV. DELEGATION OF INVESTMENT AUTHORITY

The City Manager and the City Finance Officer shall be the designated Investment Officers of the City. The Investment Officers are responsible for considering the quality and capability of the staff, investment advisors and consultants involved in investment management and procedures, subject to the authority and responsibility of the City Council to approve all investment brokers and advisers. All participants in the investment process shall seek to act responsibly as custodians of public trust.

The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff.

The Investment Officers and the City Council are responsible for reviewing the investments and other accounts of the City.

Regardless of any other provision, the City Council retains ultimate responsibility as fiduciaries of the assets of the City.

The City Manager is responsible for authorizing budgeted expenditures necessary for the day-to-day operations of the City.

The Investment Officers shall obtain training as required by law, from sources approved by the City Council.

Disclosure of Business Relationships

An investment officer shall disclose to the City Council and the Texas Ethics Commission any personal business relationship between the investment officer and any person or business organization offering to engage in an investment transaction with the City, to the extent such disclosure is required by Section 2256.005(i) of the Texas Government Code.

V. AUTHORIZED INVESTMENTS AND COMPANIES

Quality and Capability of Investment Management

For brokers and dealers of government securities, the Investment Officers shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the Primary Government Securities Dealers, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. The City Council must authorize all brokers and dealers. Investment officers shall not conduct business with any person contrary to instructions from the City Council.

Providing Copy of Policy Before Investing

The Investment Officers shall present a copy of this policy to any person offering to engage in an investment transaction with the City, or to any investment management firm under contract with the City to invest or manage the City's investment portfolio or any part thereof, to the extent such

presentation is required by Texas Government Code Section 2256.005(k). Before investing or contracting with such person, the Investment Officers shall receive a written acknowledgement, signed by such person or the qualified representative of such business organization, that such person or organization has received and reviewed the investment policy, and that such person or organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and that person or organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards, all to the extent such acknowledgment is required by Texas Government Code 2256.005(k).

Types of Investments

Acceptable investments under this policy shall be limited to the instruments listed below.

- A. Fully insured or collateralized certificates of deposit from a bank in the State of Texas and under the terms of a written depository agreement with that bank.
- B. Obligations of the United States Government, its agencies and instrumentalities and government sponsoring enterprises.
- C. Texas Local Government Investment Pools which invest in instruments and follow practices allowed by law as defined in Section 2256.016 of the Texas Government Code and have been authorized by the City Council.
- D. AAA-rated, Texas Local Government Investment Pools which strive to maintain a \$1 net asset value (NAV) AND as defined by the ACT and authorized by resolution of the City Council.
- E. AAA-rated, SEC registered money market mutual funds in compliance with SEC Rule 2a-7 and striving to maintain a \$1 net asset value.
- F. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.
- G. Share certificates from credit unions doing business in Texas which are fully insured by the National Credit Union Share Insurance Fund and with a maximum stated maturity of 12 months.
- H. General debt obligations of any US state or political subdivision rated A or better with a stated maturity not to exceed 12 months.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.

C. Obligations of any United States, or of a county, City or other political subdivision of any state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.

D. Letter of Credit from the Federal Home Loan Banks (FHLB).

Preference will be given to pledged collateral securities.

VI. DEPOSITORIES

A. Out of Town Depositories. The City may consider the application to serve as a depository for the City, received by the City from a bank, credit union, or savings association that is not doing business within the City, after taking into consideration what is in the best interest of the City in establishing a depository.

B. Texas Local Government Code Chapter 105. The applicable portions of Chapter 105 of the Texas Local Government Code shall govern the publication of advertisements for applications, review of applications, selection and designation of a depository, terms of a depository contract, and other matters governed by that chapter.

C. Bids for Certificates of Deposit. Bids for certificates of deposit shall be solicited in writing, electronically, or in any combination of those methods, all in compliance with any applicable provisions of Texas Local Government Code chapter 105. Where that chapter 105 does not apply, bids must still be in writing and must be kept on file in the City Secretary's office.

VIII. ANNUAL AUDIT

In conjunction with the City's annual audit, the City shall obtain a compliance audit of management controls on investments and adherence to the City's established investment policies.

IX. INVESTMENT POLICY ADOPTION AND REVIEW BY CITY COUNCIL

The City's investment policy shall be adopted by the City Council. The City Council shall review the policy on an annual basis.

The City Council shall adopt a written instrument by ordinance or resolution stating that the Council has reviewed the investment policy and investment strategies, and the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

X. AMENDMENT

In the event State law changes and the City cannot invest in the investments described in this policy, this policy shall automatically conform to existing law.

Exhibit “B”

2023 - LIST OF AUTHORIZED BROKERS

ABC Bank	Moody National Bank
Allegiance Bank	New First National Bank
Amegy Bank of Texas, N.A.	North Star Bank of Texas
Austin Capital Bank	Omni Bank N.A.
b1Bank (Business First Bancshares)	PNC Bank/The PNC Financial Services Group, Inc.
BancorpSouth	Pioneer Bank
Bank of America N.A.	Plains Capital Bank
Bank of New York - Mellon	Plains State Bank
Bank of Texas N.A.	Prosperity Bank
Bank Ozk	R Bank
Cadence Bank	Regions Bank
Capital Bank of Texas	SouthStar Bank
Capital Markets Group	Southwest Securities
Capital One	Spirit of Texas Bank
Central Bank	State Bank of Texas
Chasewood Bank	State Street Bank & Trust Co.
Citibank N.A.	Stellar Bank
Comerica Bank	Stifel Nicolaus
Comerica Securities	Tex Star Investment Pool
Commercial State Bank	Texan Bank
Community Bank of Texas	Texas Capital Bank N.A.
Community Trust Bank	Texas Class
Coastal Securities	Texas Citizens Bank
East West Bank	Texas Exchange Bank
First Bank of Texas	Texas First Bank
First Citizens Bank	Texas Gulf Bank
First Financial Bank, N.A.	Texas Regional Bank
First National Bank of Texas	The Independent Bankers Bank
First Texas Bank	The Mint National Bank
Frontier Bank of Texas	Texas Savings Bank
Frost National Bank	Texpool/Texpool Prime
Guaranty Bank & Trust	The Right Bank for Texas
Hancock Whitney Bank	Third Coast Bank
Herring Bank	Truist Bank
Hometown Bank, N.A.	Trustmark National Bank
Iberia Bank	United Bank of El Paso Del Norte
ICS	United Texas Bank
Independent Bank	Unity National Bank
International Bank of Commerce	U.S. Bank
Inter National Bank	Veritex Bank
IntraFi Network Deposits	Wallis Bank
JP Morgan Chase	Wells Fargo Bank, N.A.
Landing Rock Group LLC	Wells Fargo Brokerage Services, LLC
Legacy Texas Bank	Wells Fargo Trust
Lone Star Investment Pool	West Star Bank

Friday, May 31, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Davenport Parkway Phase I - Storm and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 1323
Adico, LLC Project No. 16007-4-402

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Davenport Parkway Phase 1 - Storm and Paving Facilities. The final inspection was completed on May 2, 2023, with all outstanding punch list items addressed on March 29, 2024.

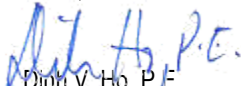
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Davenport Parkway Phase 1 - Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 10, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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
Robert Hemminger
File: 16007-4-402

CERTIFICATION OF INFRASTRUCTURE FOR:

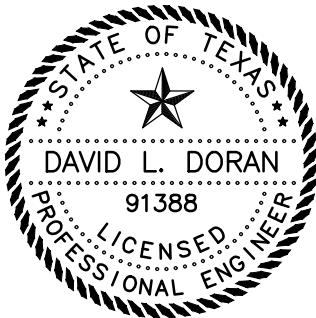
Davenport Parkway Phase I

(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal

TBPELS Firm Registration No. F-22671
May 10, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd., Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 4475003

b. Principal: Principal Services, Ltd.

c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County Municipal Utility District No. 53

Subdivision involved: Davenport Parkway Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage and Paving Facilities for Davenport Parkway Phase I

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 1,649,722.42

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY: SureTec Insurance Company

PRINCIPAL: Principal Services, Ltd.

By: _____

Signature

Kelly J. Brooks

Print or Type Signer's Name

Attorney in Fact

Signer's Title

By: _____

Signature

Kevin Burns

Print or Type Signer's Name

COO

Signer's Title

ATTACH POWER OF ATTORNEY

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

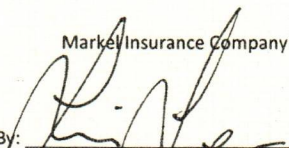
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of March, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



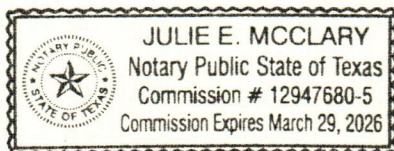
Markel Insurance Company

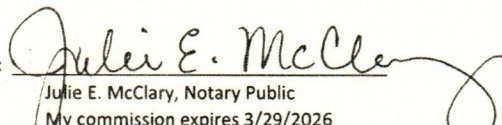
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 12th day of March, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

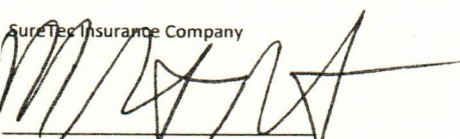


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

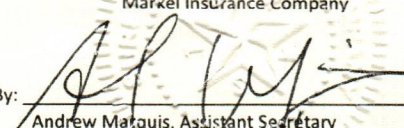
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

24x36

HOUSTON AREA VICINITY MAP

N.T.S.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Friday, May 31, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Merdiana Section 35A – Storm Water and Paving Facilities
Brazoria County Municipal Utility District No. 55
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. Iworq 3442
Adico, LLC Project No. 16007-4-488

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Section 35A – Storm Water and Paving Facilities. The final inspection was held May 23, 2024, and all punch list items complete on May 28, 2024.

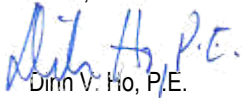
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Meridiana Section 35A - Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 10, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-488

CERTIFICATION OF INFRASTRUCTURE FOR:
Meridiana, Section Thirty Five-A

(Project Name)

I, Mayra Navarro, P.E

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal





Engineer's Signature
EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800082

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Rodriguez Construction Group, LLC and the City of Iowa Colony

Subdivision involved: Meridiana Section Thirty Five-A

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Thirty Five-A

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$2,641,111.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligor, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligor any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

SURETY:

The Gray Casualty & Surety Company

By: 

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

Rodriguez Construction Group, LLC

By: 

Signature

Roy Rodriguez

Print or Type Signer's Name

President

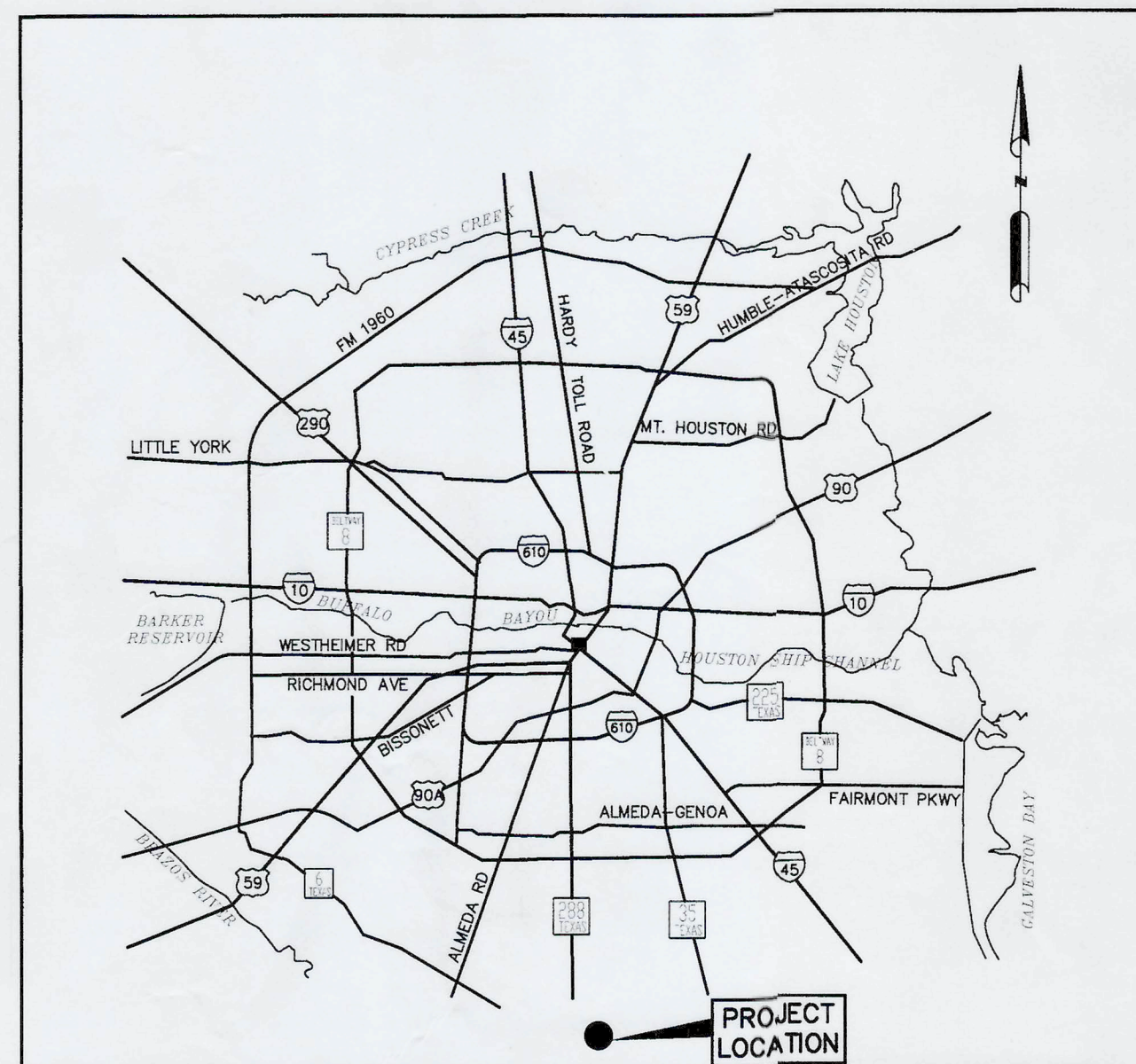
Signer's Title

ATTACH POWER OF ATTORNEY

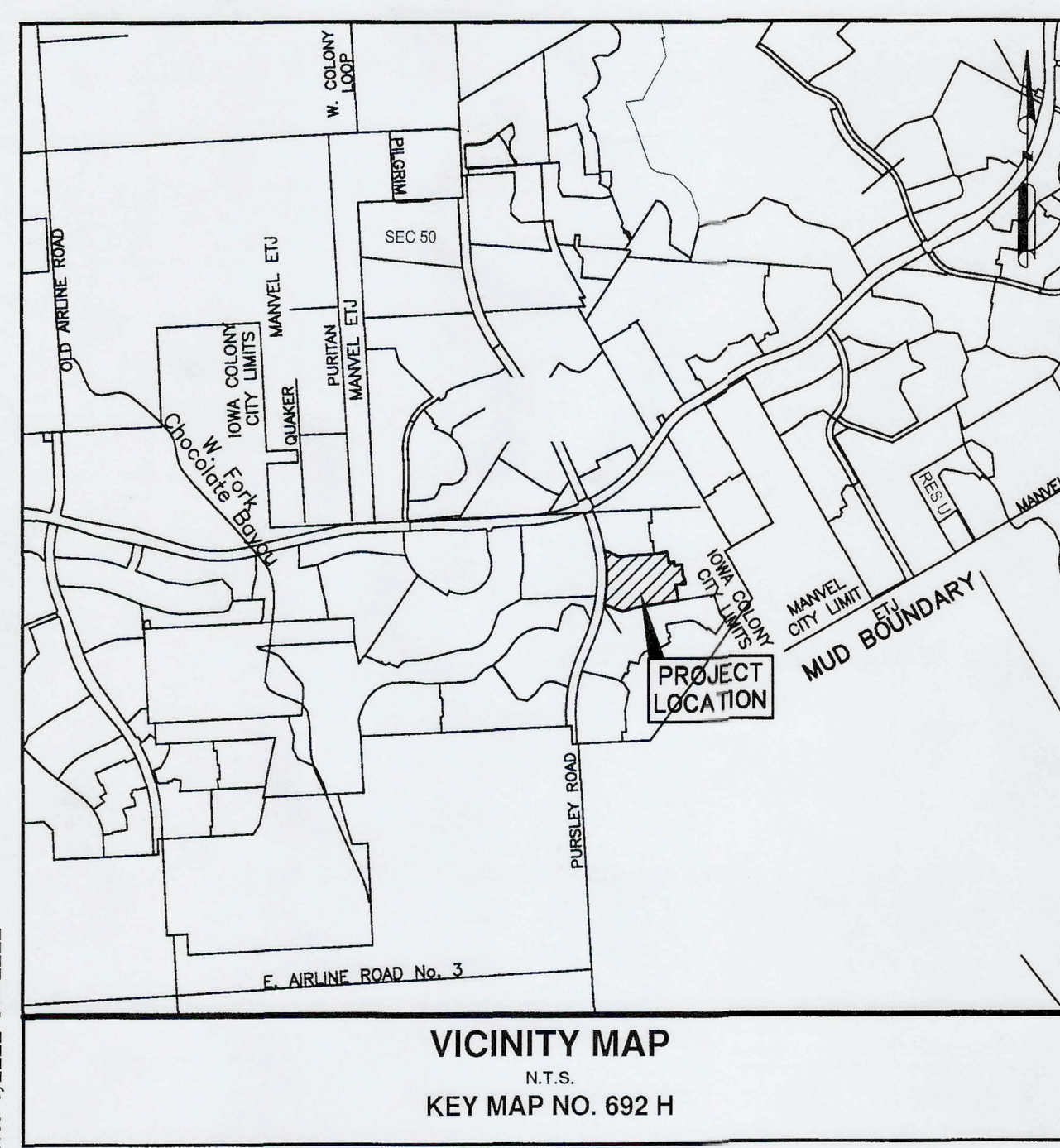
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55 PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION 35A IOWA COLONY, TEXAS

PRINTED
MAY 28 2024

EHRA RECORD DRAWINGS			
PRELIMINARY (UNDER REVIEW)		5-30-24 DATE	
<input type="checkbox"/> SURVEY	DATE	INITIALS	
<input type="checkbox"/> CPS			
<input type="checkbox"/> ENGINEER			
<input type="checkbox"/> FINAL	DATE	INITIALS	



LOCATION MAP
N.T.S.



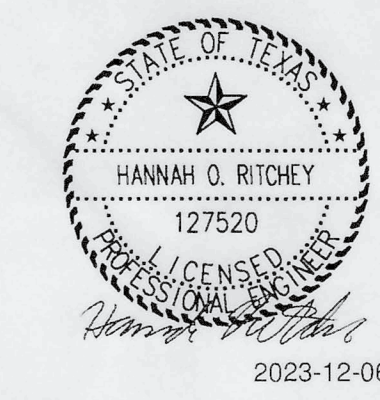
VICINITY MAP
N.T.S.
KEY MAP NO. 692 H


Sheet List Table		
Sheet Number	Sheet Title	
	GENERAL	
1	COVER SHEET	
2	GENERAL NOTES	
	LAYOUTS	
3	DRAINAGE & PAVING LAYOUT	
4	STORM SEWER CALCULATIONS (SHEET 1 OF 2)	
5	STORM SEWER CALCULATIONS (SHEET 2 OF 2)	
6	WATER DISTRIBUTION, WASTEWATER COLLECTION & SIGNAGE LAYOUT	
7	STORM WATER POLLUTION PREVENTION PLAN LAYOUT	
8	LOT GRADING LAYOUT	
9	CROSS SECTIONS	
	PLAN & PROFILES	
10	PALO VERDE DRIVE	
11	PURSLEY BLVD STA 32+00 TO 35+00, AGAVE POINT COURT & AGAVE	
12	SAGE HILLS DRIVE STA 5+31 TO 12+00	
13	PALM SPRINGS PLACE & SONORAN VALLEY COURT	
14	PURSLEY BLVD STA 29+00 TO 31+00 & STORM SEWER CONNECTION	
	DETAILS	
15	WATER LINE DETAILS (SHEET 1 OF 2)	
16	WATER LINE DETAILS (SHEET 2 OF 2)	
17	SANITARY SEWER DETAILS (SHEET 1 OF 3)	
18	SANITARY SEWER DETAILS (SHEET 2 OF 3)	
19	SANITARY SEWER DETAILS (SHEET 3 OF 3)	
20	STORM SEWER DETAILS (SHEET 1 OF 4)	
21	STORM SEWER DETAILS (SHEET 2 OF 4)	
22	STORM SEWER DETAILS (SHEET 3 OF 4)	
23	STORM SEWER DETAILS (SHEET 4 OF 4)	
24	PAVING DETAILS (SHEET 1 OF 4)	
25	PAVING DETAILS (SHEET 2 OF 4)	
26	PAVING DETAILS (SHEET 3 OF 4)	
27	PAVING DETAILS (SHEET 4 OF 4)	
28	STORM WATER POLLUTION PREVENTION PLAN DETAILS (SHEET 1 OF 2)	
29	STORM WATER POLLUTION PREVENTION PLAN DETAILS (SHEET 2 OF 2)	
30	TXDOT TRAFFIC CONTROL DETAILS	
31	PAVING MARKING DETAIL	



CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE
SINCE 1936
October 23, 2023
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
ROBERT HEMMINGER, CITY MANAGER	DATE 12/18/2023
DINA NO. P.E. CITY ENGINEER	DATE 12/19/2023
	
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o
Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR
inspections@adico-llc.com) 48 HOURS BEFORE
COMMENCING WORK.

CIOC Project No. IWorq No. 2656
Adico, LLC Project No. 16007-3-453

P-4397

Plans Completed by: MRT Date: _____
Plans Drafted by: MRT & MA Date: _____
Plans Checked by: _____ Date: _____
Plans Approved by: _____ Date: _____
Review Comments (agency and internal) completed/checked by: _____ and _____ Date: _____

PA\081-011-35-01\Drawings\Meridiana Section 35A\01 COVER SHEET (P-4397).dwg Dec 06, 2023 10:21 am Edited by: emiranda

Friday, May 31, 2024

Mayor Wil Kennedy
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Merdiana Section 35A – Water Distribution and Wastewater Collection Facilities
Brazoria County Municipal Utility District No. 55
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. Iworq 3442
Adico, LLC Project No. 16007-4-488

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Section 35A– Water Distribution and Wastewater Collection Facilities. The final inspection was held May 23, 2024, and all punch list items complete on May 28, 2024.

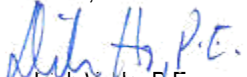
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Meridiana Section 35A - Water Distribution and Wastewater Collection Facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 10, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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
Robert Hemminger
File: 16007-4-488

CERTIFICATION OF INFRASTRUCTURE FOR:
Meridiana, Section Thirty Five-A

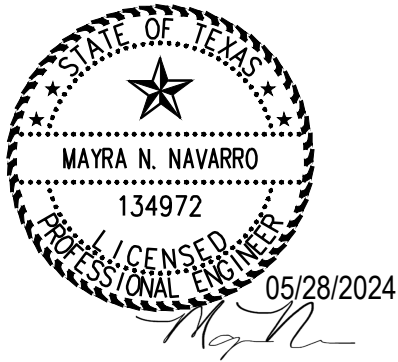
(Project Name)

I, Mayra Navarro, P.E

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal





Engineer's Signature
EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800082

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Rodriguez Construction Group, LLC and the City of Iowa Colony

Subdivision involved: Meridiana Section Thirty Five-A

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Thirty Five-A

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$2,641,111.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligor, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligor any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

SURETY:

The Gray Casualty & Surety Company

By: 
Signature

Jillian O'Neal
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL:

Rodriguez Construction Group, LLC

By: 
Signature

Roy Rodriguez
Print or Type Signer's Name

President
Signer's Title

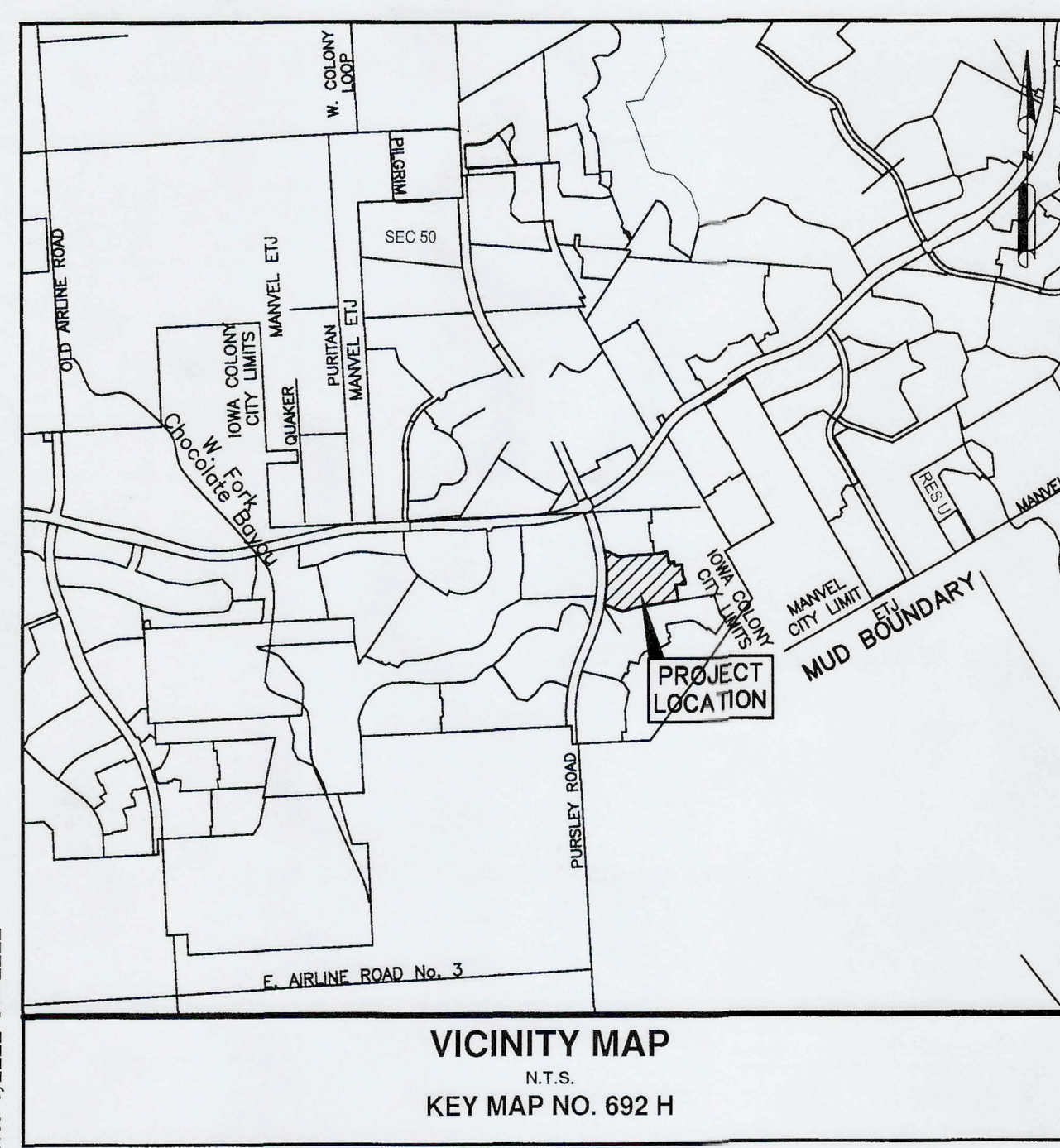
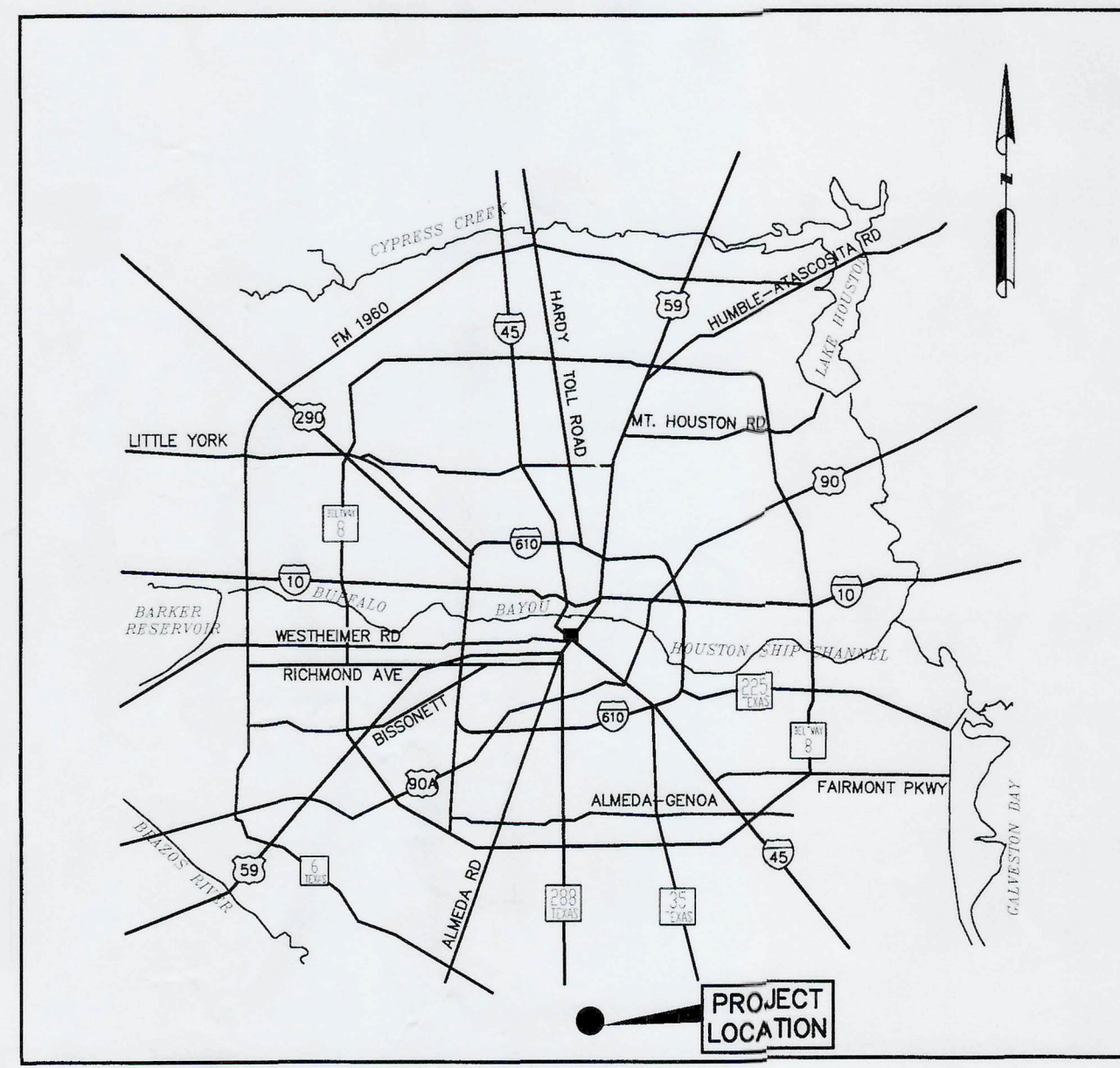
ATTACH POWER OF ATTORNEY

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55 PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION 35A IOWA COLONY, TEXAS

PRINTED
MAY 28 2024

EHRA RECORD DRAWINGS	
PRELIMINARY (UNDER REVIEW)	5-30-24 DATE
INTERNAL REVIEW	DATE INITIALS
<input type="checkbox"/> SURVEY	
<input type="checkbox"/> CPS	
<input type="checkbox"/> ENGINEER	
<input type="checkbox"/> FINAL	DATE INITIALS

5/29/24 P. Kennedy
J. Lutz
P/GPS DL 2008 081-011-35-1 / PCTS 5-29-24 DK
5/30/24 P. Kennedy
J. Lutz
E. Hopkins

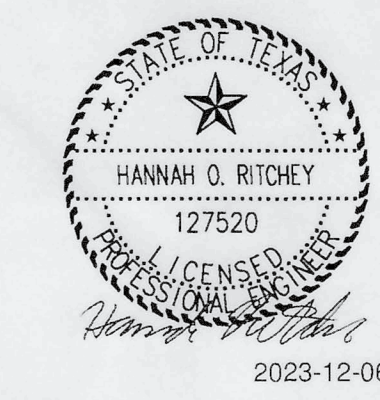



Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
1	COVER SHEET
2	GENERAL NOTES
LAYOUTS	
3	DRAINAGE & PAVING LAYOUT
4	STORM SEWER CALCULATIONS (SHEET 1 OF 2)
5	STORM SEWER CALCULATIONS (SHEET 2 OF 2)
6	WATER DISTRIBUTION, WASTEWATER COLLECTION & SIGNAGE LAYOUT
7	STORM WATER POLLUTION PREVENTION PLAN LAYOUT
8	LOT GRADING LAYOUT
9	CROSS SECTIONS
PLAN & PROFILES	
10	PALO VERDE DRIVE
11	PURSLEY BLVD STA 32+00 TO 35+00, AGAVE POINT COURT & AGAVE
12	SAGE HILLS DRIVE STA 5+31 TO 12+00
13	PALM SPRINGS PLACE & SONORAN VALLEY COURT
14	PURSLEY BLVD STA 29+00 TO 31+00 & STORM SEWER CONNECTION
DETAILS	
15	WATER LINE DETAILS (SHEET 1 OF 2)
16	WATER LINE DETAILS (SHEET 2 OF 2)
17	SANITARY SEWER DETAILS (SHEET 1 OF 3)
18	SANITARY SEWER DETAILS (SHEET 2 OF 3)
19	SANITARY SEWER DETAILS (SHEET 3 OF 3)
20	STORM SEWER DETAILS (SHEET 1 OF 4)
21	STORM SEWER DETAILS (SHEET 2 OF 4)
22	STORM SEWER DETAILS (SHEET 3 OF 4)
23	STORM SEWER DETAILS (SHEET 4 OF 4)
24	PAVING DETAILS (SHEET 1 OF 4)
25	PAVING DETAILS (SHEET 2 OF 4)
26	PAVING DETAILS (SHEET 3 OF 4)
27	PAVING DETAILS (SHEET 4 OF 4)
28	STORM WATER POLLUTION PREVENTION PLAN DETAILS (SHEET 1 OF 2)
29	STORM WATER POLLUTION PREVENTION PLAN DETAILS (SHEET 2 OF 2)
30	TXDOT TRAFFIC CONTROL DETAILS
31	PAVING MARKING DETAIL



CITY OF
IOWA
COLONY

SSA-1 = 47.86
66 = 47.38
158 = 49.36
159 = 50.24



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
ROBERT HEMMINGER, CITY MANAGER	12/18/2023
DATE	
DIANE P. J. CITY ENGINEER	12/19/2023
DATE	
	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR inspections@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE
SINCE 1936
October 23, 2023
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

CIOC Project No. IWorq No. 2656
Adico, LLC Project No. 16007-3-453

P-4397

Monday, May 13, 2024

Brad Sweitzer
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
bsweitzer@ehra.team

Re: Meridiana Section 55B Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 3852
Adico, LLC Project No. 16007-2-363

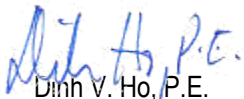
Dear Mr. Sweitzer:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Meridiana Section 55B Preliminary Plat received on or about May 5, 2024. 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 objections to the plat as resubmitted on May 5, 2024. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 27, 2024, for consideration at the June 4, 2024, 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, COIC
Robert Hemminger, COIC
File: 16007-2-363

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
 - 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: 0.9998742165.
 - 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. 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.

- B.C.C.F. indicates Brazoria County Clerk's File.
B.C.P.R. indicates Brazoria County Plat Records.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
RES. indicates Reserve.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STMS.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.

- The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 55, and Brazoria County Drainage District #5.
- 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.
- The Developer, Home Owners Association, or Municipal Utility District shall be responsible for maintenance of Reserves 'A' and 'B'. The Lulling Stone Property Owners Association shall be responsible for maintenance of Reserve 'C'.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- 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.
- 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.
- This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 4.
- Drainage plans to be provided prior to final plat submittal.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for street right-of-way purposes and the fee title there shall revert to and revest in the dedicator, his heirs, assigns, or successors.
- Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 55B where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

RESERVE TABLE

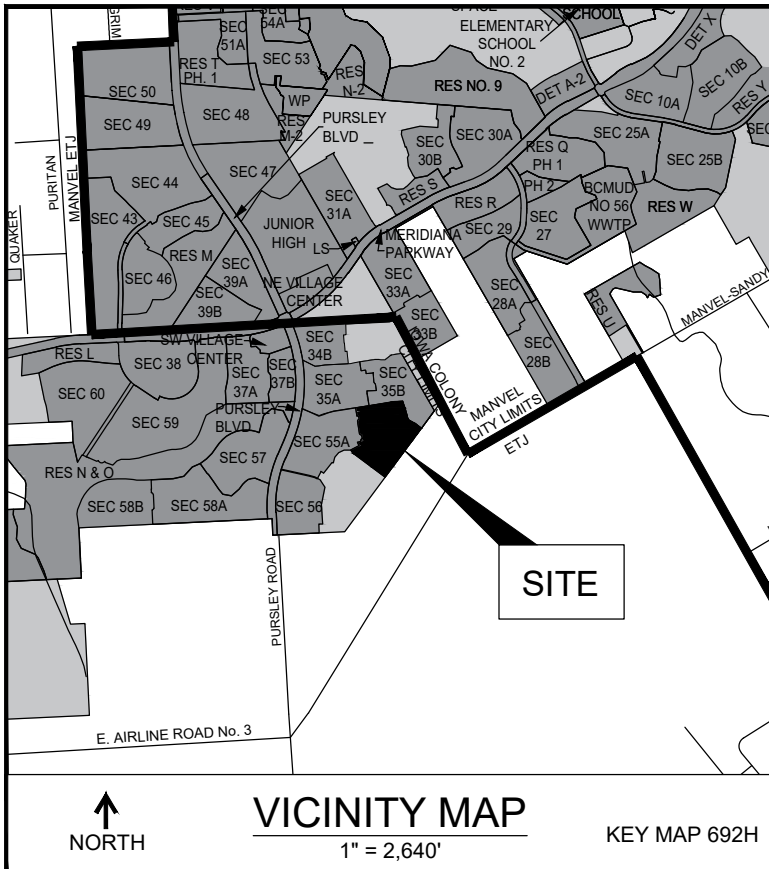
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,108.49	0.03
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	16,770.09	0.39
C	DRAINAGE, DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	100,758.92	2.31
		118,637.50	2.73

CURVE TABLE

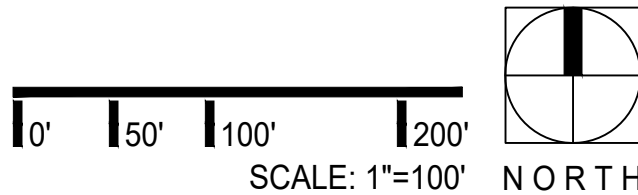
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	47.81'	N 24°16'28" W	43.53'
C2	25.00'	43.71'	N 30°47'25" E	38.35'
C3	25.00'	39.27'	N 54°07'33" W	35.36'
C4	25.00'	39.27'	N 35°52'27" E	35.36'

LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 09°07'33" W	114.99'
L2	N 83°25'39" E	29.41'
L3	N 86°55'19" E	119.54'
L4	S 18°48'39" E	122.09'
L5	S 17°14'49" E	65.06'
L6	S 13°06'06" E	55.25'
L7	S 28°45'41" E	30.77'
L8	S 61°16'59" E	106.88'
L9	S 53°23'44" E	100.00'
L10	N 36°36'16" E	3.16'
L11	N 41°16'25" W	60.84'
L12	N 60°44'40" E	132.90'
L13	N 70°42'23" E	50.00'
L14	N 12°43'13" W	50.10'
L15	N 09°07'33" W	50.00'
L16	S 80°52'27" W	21.48'



OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162



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

Meridiana Section 55B Preliminary Plat A Subdivision of 13.91 acres out of the H.T. & B. R.R. Co. Survey, Section 54, A-514, City of Iowa Colony, Brazoria County, Texas.

67 Lots, 3 Blocks and 3 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

April 5, 2024



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRATEAM.COM
TBB# K6-F-726
TBB# LS No. 10072000

No warranty or representation of intended use, design or construction is made by EHRA. All drawings and specifications are subject to change without notice.
EHRA JOB NO. 081-011-55-02

Tuesday, April 30, 2024

Merrett Huddleston
Elevation Land Solutions
9709 Lakeside Blvd., Suite 200
The Woodlands, TX 77381

Re: Sterling Lakes North Section 7 Final Plat
Letter of Recommendation to Approve
COIC Project No. 3708
ALLC Project No. 16007-2-357

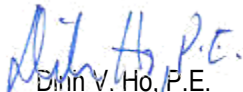
Dear Ms. Huddleston:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes North Section 7 Final Plat, received on or about April 26, 2024. 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 April 26, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 1, 2024, for consideration at the May 7, 2024, Planning and Zoning Meeting.

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

Sincerely,
Adico, LLC


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

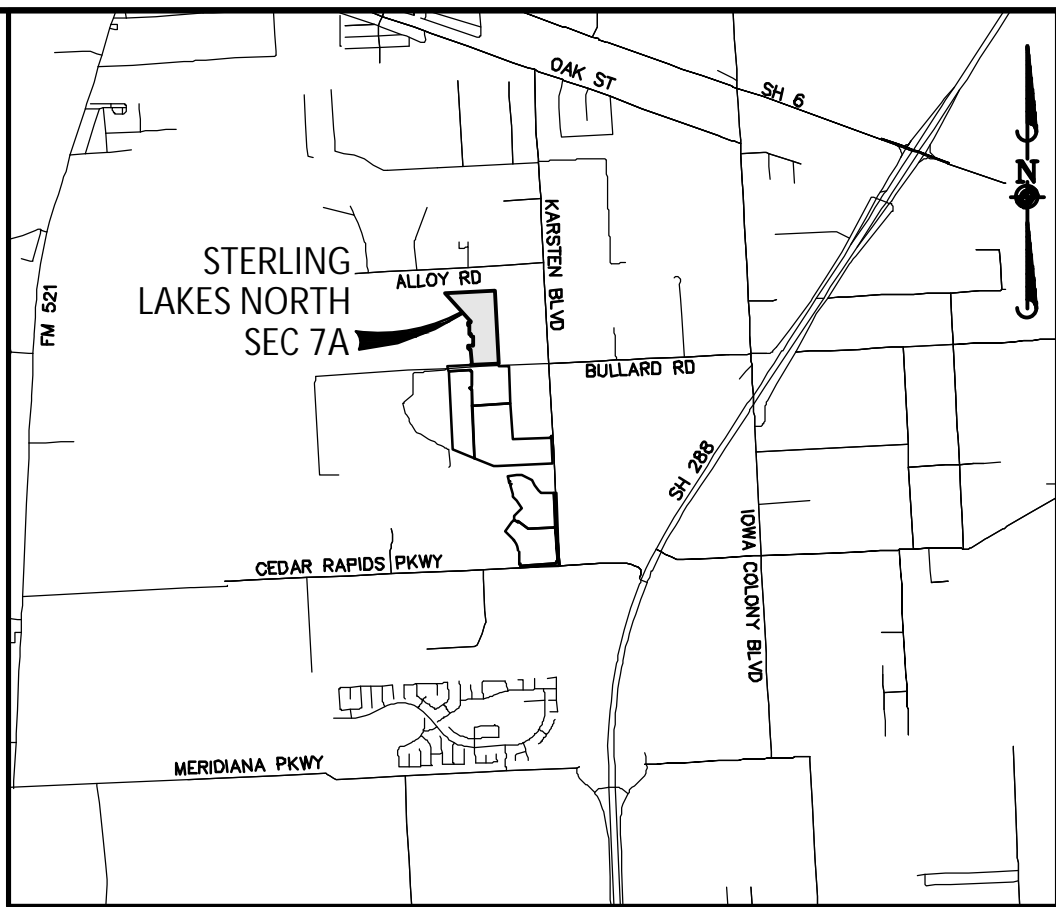
Cc: Kayleen Rosser
Robert Hemminger
File: 16007-2-357

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C1	47.12'	30.00'	090°00'00"	42.43'	N41°48'27"E
C2	39.27'	25.00'	090°00'00"	35.36'	N48°11'33"W
C3	118.02'	50.00'	135°14'47"	92.47'	N39°10'13"W
C4	86.12'	55.00'	089°43'00"	77.59'	N41°56'57"E
C5	86.39'	55.00'	090°00'00"	77.78'	N47°54'33"W
C6	118.49'	150.00'	045°15'36"	115.43'	N64°10'38"E
C7	132.70'	150.00'	050°41'12"	128.41'	N67°50'57"W
C8	138.22'	200.00'	039°35'48"	135.48'	N22°42'27"W
C9	47.12'	30.00'	090°00'00"	42.43'	N48°11'33"W
C10	39.27'	25.00'	090°00'00"	35.36'	N41°48'27"E
C11	231.79'	50.00'	265°36'48"	73.37'	N01°30'21"W
C12	19.41'	25.00'	044°29'36"	18.93'	N70°56'45"W
C13	17.94'	25.00'	041°07'12"	17.56'	N66°14'51"E
C14	4.89'	85.00'	003°17'51"	4.89'	N85°09'31"E
C15	15.31'	25.00'	035°05'48"	15.08'	N78°56'30"W
C16	133.79'	50.00'	153°18'55"	97.30'	N41°56'57"E
C17	15.31'	25.00'	035°05'48"	15.08'	N17°09'36"W
C18	4.89'	85.00'	003°17'51"	4.89'	N01°15'38"W
C19	39.15'	25.00'	089°43'00"	35.27'	N41°56'57"E
C20	39.39'	25.00'	090°17'00"	35.44'	N48°03'03"W
C21	39.15'	25.00'	089°43'00"	35.27'	N41°56'57"E
C22	39.39'	25.00'	090°17'00"	35.44'	N48°03'03"W

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C23	39.15'	25.00'	089°43'00"	35.27'	N41°56'57"E
C24	18.69'	25.00'	042°50'00"	18.26'	N71°46'33"W
C25	18.69'	25.00'	042°50'00"	18.26'	N65°23'27"E
C26	231.84'	50.00'	265°40'01"	73.33'	N03°11'33"W
C27	39.39'	25.00'	090°17'00"	35.44'	N48°03'03"W
C28	39.15'	25.00'	089°43'00"	35.27'	N41°56'57"E
C29	39.27'	25.00'	090°00'00"	35.36'	N47°54'33"W
C30	6.38'	85.00'	004°17'53"	6.37'	N05°03'30"W
C31	14.11'	25.00'	032°19'35"	13.92'	N08°57'22"E
C32	127.46'	50.00'	146°03'25"	95.64'	N47°54'33"W
C33	14.11'	25.00'	032°19'35"	13.92'	N75°13'32"E
C34	6.38'	85.00'	004°17'53"	6.37'	N89°14'23"E
C35	41.10'	25.00'	094°12'19"	36.63'	N39°59'18"E
C36	44.75'	25.00'	102°34'14"	39.01'	N80°12'34"W
C37	210.68'	50.00'	241°25'08"	85.98'	N08°12'53"E
C38	18.69'	25.00'	042°50'00"	18.26'	N71°29'33"W
C39	31.68'	25.00'	072°36'51"	29.61'	N79°42'32"E
C40	39.17'	25.00'	089°45'46"	35.28'	N02°22'31"E
C41	31.65'	25.00'	072°32'33"	29.58'	N06°14'05"W
C42	126.61'	50.00'	145°05'05"	95.39'	N42°30'21"W
C43	31.65'	25.00'	072°32'33"	29.58'	N78°46'38"W

Line Table		
Line #	Length	Direction
L1	25.77'	S86°48'27"W
L2	60.00'	N03°11'33"W
L3	31.62'	N61°32'50"W
L4	50.01'	S86°48'27"W
L5	60.00'	S03°11'33"E
L6	86.18'	N86°48'27"E
L7	38.04'	N03°11'33"W
L8	1.50'	N03°11'33"W
L9	10.00'	N48°03'03"W
L10	6.50'	N42°05'27"E
L11	151.69'	N86°48'27"E
L12	40.88'	N41°32'51"E
L13	86.87'	N86°48'27"E
L14	32.50'	N47°29'39"E

Line Table		
Line #	Length	Direction
L15	44.37'	N02°54'33"W
L16	131.99'	N03°11'33"W
L17	14.14'	N48°11'33"W
L18	20.00'	N03°11'04"W
L19	25.00'	N02°54'33"W
L20	118.00'	N87°05'27"E
L21	118.00'	N87°05'27"E
L22	14.14'	N47°54'33"W
L23	14.14'	N42°05'27"E
L24	50.87'	N47°29'39"E
L25	25.00'	N02°54'33"W
L26	14.14'	N47°54'33"W
L27	14.14'	N42°05'27"E
L28	46.73'	N37°08'47"E



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 652W + 652S
SCALE: 1"=5000'
GRAPHIC SCALE



ABBREVIATIONS

AE= AERIAL EASEMENT
DE= DRAINAGE EASEMENT
PAE= PRIVATE ACCESS EASEMENT
PUE= PUBLIC UTILITY EASEMENT
SSE= SANITARY SEWER EASEMENT
STM SE= STORM SEWER EASEMENT
UVE= UNOBSTRUCTED VISIBILITY EASEMENT
UE= UTILITY EASEMENT
WLE= WATER LINE EASEMENT

BL= BUILDING LINE
PVT= PRIVATE
ROW= RIGHT-OF-WAY

BCCF= BRAZORIA COUNTY CLERK'S FILE
BCDR= BRAZORIA COUNTY DEED RECORDS
BCPR= BRAZORIA COUNTY MAP RECORDS
BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS

CAB= CABINET, SHEET
SHT= SHEET
VOL= VOLUME, PAGE

FND= FOUND
IR= IRON ROD

SET 5/8" IRON ROD W/ CAP
EXISTING 5/8" IRON ROD W/ CAP

STREET NAME CHANGE

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To
A	379,492.97	8.712	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
B	19,352.16	0.4443	LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	398,845.13	9.156	

FINAL PLAT NOTES:

- THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 02/06/2024
- THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 32 BOUNDARY.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
- BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
- SURVEY MONUMENTS SHALL 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 REFERENCE CAPS AS INDICATED.
- ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
- BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 58 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
- THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AND SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS NO. 48039C0110K, DATED DECEMBER 30, 2020 AND 48039C0105K, DATED DECEMBER 30, 2020.
- EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
- ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE TO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
- ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECDORDATION.
- ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- THERE ARE PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION AND ARE SHOWN HEREON.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- S LAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
- ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 32.
- THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
- NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED, ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
- A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
- THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
- THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

BCDD4 Standard District Notes:

- Any governmental body or purposes of drainage work may use drainage easements and fee strips provided the DISTRICT is properly notified.
- Permanent structures, including fences and permanent landscaping, shall not be erected in a drainage easement, access easement, or fee strip.
- Maintenance of detention facilities is the sole responsibility of the owner of the property. The DISTRICT will provide maintenance of regional facilities owned and constructed by the DISTRICT, or sub regional facilities constructed by developer(s) for which ownership has been transferred to the DISTRICT with the DISTRICT'S approval. The DISTRICT is responsible only for the maintenance of facilities owned by the DISTRICT unless the DISTRICT specifically contracts or agrees to maintain other facilities.
- Contractor shall notify the DISTRICT'S Inspector at least four-eight (48) hours before beginning work and twenty-four (24) hours before placing any concrete.
- The DISTRICT'S personnel shall have the right to enter upon the property for inspection at any time during construction or as may be warranted to ensure the detention facility and drainage system are operating properly.
- Appropriate cover for the side slopes, bottom, and maintenance berm shall be established prior to acceptance of the construction by the DISTRICT. At least 95% germination of the grass must be established prior to acceptance of construction by the DISTRICT.
- Any future development of this property must be in conformance with the DISTRICT'S Rules, Regulations & Guidelines.
- The DISTRICT'S approval of the Final Drainage Plan (and Final Plat if required) does not affect the property rights of third parties. The developer is responsible for obtaining and maintaining any and all easements, fee strips, and/or any other rights-of-way across third parties' properties for purposes of moving excess runoff to the DISTRICT'S drainage facilities as contemplated by the Final Drainage Plan and Final Plat.

- Drainage Easements shall be used only for the purposes of constructing, operating, maintaining, repairing, replacing, and reconstructing of a drainage facility, and any and all related equipment and facilities together with any and all necessary incidentals and appurtenances thereto in, upon, over, across, and through the Easement Area. The DISTRICT'S successors, assigns, agents, employees, workmen, and representatives shall at all present and future times, have the right and privilege of ingress and egress in, upon, over, across, and through the Easement Area.
- Access Easements shall be used for ingress and egress to the DISTRICT'S drainage facilities and shall be kept clear of any and all obstructions.
- An As-Built Certificate and As-Built Survey are required to be submitted to the DISTRICT before a Certificate of Compliance can be issued. Contact the DISTRICT'S Inspector for further clarification.
- All drainage plans and plats shall be in conformance with the DISTRICT'S Rules, Regulations & Guidelines. Board approval of a drainage plan or plat does not constitute permission to deviate. Deviation from the DISTRICT'S Rules, Regulations & Guidelines is only authorized and allowed by a separate Request for Variance which was approved by the Board. Any Board approved variance shall be referenced on the plan cover page and on the appropriate sheet where applicable. The use of the term "Guidelines" herein does not affect the mandatory nature of these Rules, Regulations & Guidelines.
- Brazoria County MUD No. 32 will be responsible for the maintenance of the drainage/detention shown on this plat.

FINAL PLAT STERLING LAKES NORTH SEC 7

A SUBDIVISION OF 36.01 ACRES OF LAND
OUT OF THE

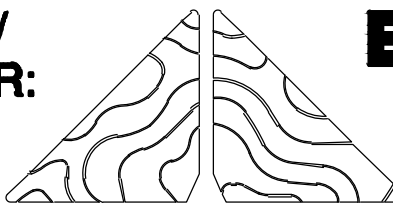
J.S. TALMAGE SURVEY, ABSTRACT NO. 561 (ALSO
KNOWN AS THE H.T. & B.R.R. CO. SURVEY, SECTION 68,
ABSTRACT NO. 561)
BRAZORIA COUNTY, TEXAS

118 LOTS 2 RESERVES 4 BLOCKS
APRIL 25, 2024

OWNER/
DEVELOPER:

ASTRO STERLING LAKES NORTH, LP.,
a Delaware Limited Partnership
c/o STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202
JOSH WADLEY
(713) 783-6702

ENGINEER/
SURVEYOR:



ELEVATION
land solutions
IBTPE REGISTRATION NUMBER F-22671
9700 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77380 832-823-2200
IBTPE REGISTRATION NUMBER 10194692

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 36.01 acre (1,568,432 square feet) tract of land situated in the J.S. Talmage Survey, Abstract No. 561 (also known as the H.T. & B.R.R. Co. Survey, Section 68, Abstract No. 561), in Brazoria County, Texas, being a portion of a called 127.270 acre tract conveyed to Astro Sterling Lakes North, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2022025939, Brazoria County Official Public Records, said 36.01 acre (1,568,432 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8–inch iron rod (with cap) found, being the northerly northeast corner of said called 127.270 acre tract, being the interior southwest corner of a called 60.001 acre tract conveyed to Micheal J. Gentry by deed recorded in Clerk's File No. 2020011282, Brazoria County Official Public Records, and being the northeast corner of the herein described tract;

THENCE, South 02°54'33" East, along the east line of said called 127.270 acre tract, at a distance of 659.90 feet passing a 5/8–inch iron rod (with cap) found, at a distance of 989.08 feet passing a 5/8–inch iron rod (with cap) found, and at a distance of 1,319.30 feet passing a 1/2–inch iron rod found, in all a total distance of 1,921.21 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the southwest corner of said Lot 1, Block 1 of Sanchez—Lagunas and being the southeast corner of the herein described tract, from which a 5/8–inch iron rod (with cap) found bears South 02°54'33" East, continuing along the east line of said called 127.270 acre tract, 29.92 feet, being on the north right-of–way of Bullard Road, a generally recognized public road (no record found; 60 feet wide as occupied);

THENCE, over and across said called 127.270 acre tract the following sixteen (16) courses and distances:

- South 86°48'27" West, 742.22 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract and being the beginning of a curve to the left;
- Along said curve to the left in a northeasterly direction, with a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing North 41°48'27" East, 42.43 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 03°11'33" West, 390.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the left;
- Along said curve to the left in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 48°11'33" West, 35.36 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 86°48'27" West, 25.77 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 03°11'33" West, 60.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 86°48'27" East, 138.08 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 03°11'33" West, 221.40 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
- Along said curve to the right in a northerly direction, with a radius of 50.00 feet, a central angle of 135°14'47", an arc length of 118.02 feet, and a chord bearing North 39°10'13" West, 92.47 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 61°32'50" West, 31.62 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 02°08'36" West, 227.22 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 86°48'27" West, 50.01 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 03°11'33" West, 60.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 86°48'27" East, 86.18 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 03°11'33" West, 38.04 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;

- North 42°30'21" West, 1,004.04 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being on the north line of said called 127.270 acre tract, from which a 3/4–inch iron pipe found bears South 86°44'59" West, along the north line of said called 127.270 acre tract, 8.64 feet, being the northwest corner of said called 127.270 acre tract, being the southwest corner of a called 10,000 acre tract conveyed to Blas Eduardo Garcia by deed recorded in Clerk's File No. 2022045402, Brazoria County Official Public Records, and being on the east line of a called 306.158 acre tract (Parcel 3) conveyed to 608 Colony Investments, LTD., a Texas limited partnership, by deed recorded in Clerk's File No. 2021062781, Brazoria County Official Public Records;

THENCE, North 86°44'59" East, along the north line of said called 127.270 acre tract and along the south line of said called 60.001 acre tract, 1,311.44 feet to the POINT OF BEGINNING, CONTAINING 36.01 acres (1,568,432 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 36.01 Acre tract described in the above and foregoing map of STERLING LAKES NORTH SEC 7, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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 eleven feet, six inches (11'–6") for ten feet (10'–0") perimeter ground easements or seven feet, six inches (7'–6") for fourteen feet (14'–0") perimeter ground easements or five feet, six inches (5'–6") for sixteen feet (16'–0") perimeter ground easements, from a plane sixteen feet (16'–0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and 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 ground easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back ground easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back ground 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. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of STERLING LAKES NORTH SEC 7, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

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 drainage way shall hereby be restricted to keep such drainage ways 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.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 20____.

ASTRO STERLING LAKES NORTH, L.P.,
A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Brian Stidham, Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 20____.

Wil Kennedy
Mayor

McLean Barnett

Arnetta Hicks–Murray

Marquette Greene–Scott

Tim Varlack

Sydney Hargroder

Kareem Boyce

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 20____.

David Hurst
Chairman

Warren Davis

Les Hosey

Robert Wall

Brenda Dillon

Brian Johnson

Terry Hayes

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, 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 in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 20____

Notary Public in and for the State of Texas

Printed Name: _____

My Commission expires _____

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

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.

Paul R. Bretherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 20____

Dinh V. Ho, P.E.

FINAL PLAT
STERLING LAKES NORTH
SEC 7
A SUBDIVISION OF 36.01 ACRES OF LAND
OUT OF THE
J.S. TALMAGE SURVEY, ABSTRACT NO. 561 (ALSO
KNOWN AS THE H.T. & B.R.R. CO. SURVEY, SECTION 68,
ABSTRACT NO. 561)
BRAZORIA COUNTY, TEXAS
118 LOTS 2 RESERVES 4 BLOCKS
APRIL 25, 2024

OWNER/
DEVELOPER: ASTRO STERLING LAKES NORTH, L.P.,
a Delaware Limited Partnership
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202
JOSH WADLEY
(713) 783–6702

ENGINEER/
SURVEYOR:  **ELEVATION**
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77380-8521-2200
TBPS REGISTRATION NUMBER 10194692

BDD4 REF ID#: ____24–000086_____

Tuesday, April 30, 2024

Merrett Huddleston
Elevation Land Solutions
9709 Lakeside Blvd., Suite 200
The Woodlands, TX 77381

Re: Sterling Lakes North Section 8 Final Plat
Letter of Recommendation to Approve
COIC Project No. 3709
ALLC Project No. 16007-2-358

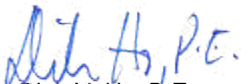
Dear Ms. Huddleston:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes North Section 8 Final Plat, received on or about April 26, 2024. 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 April 26, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 1, 2024, for consideration at the May 7, 2024, 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
Robert Hemminger
File: 16007-2-358

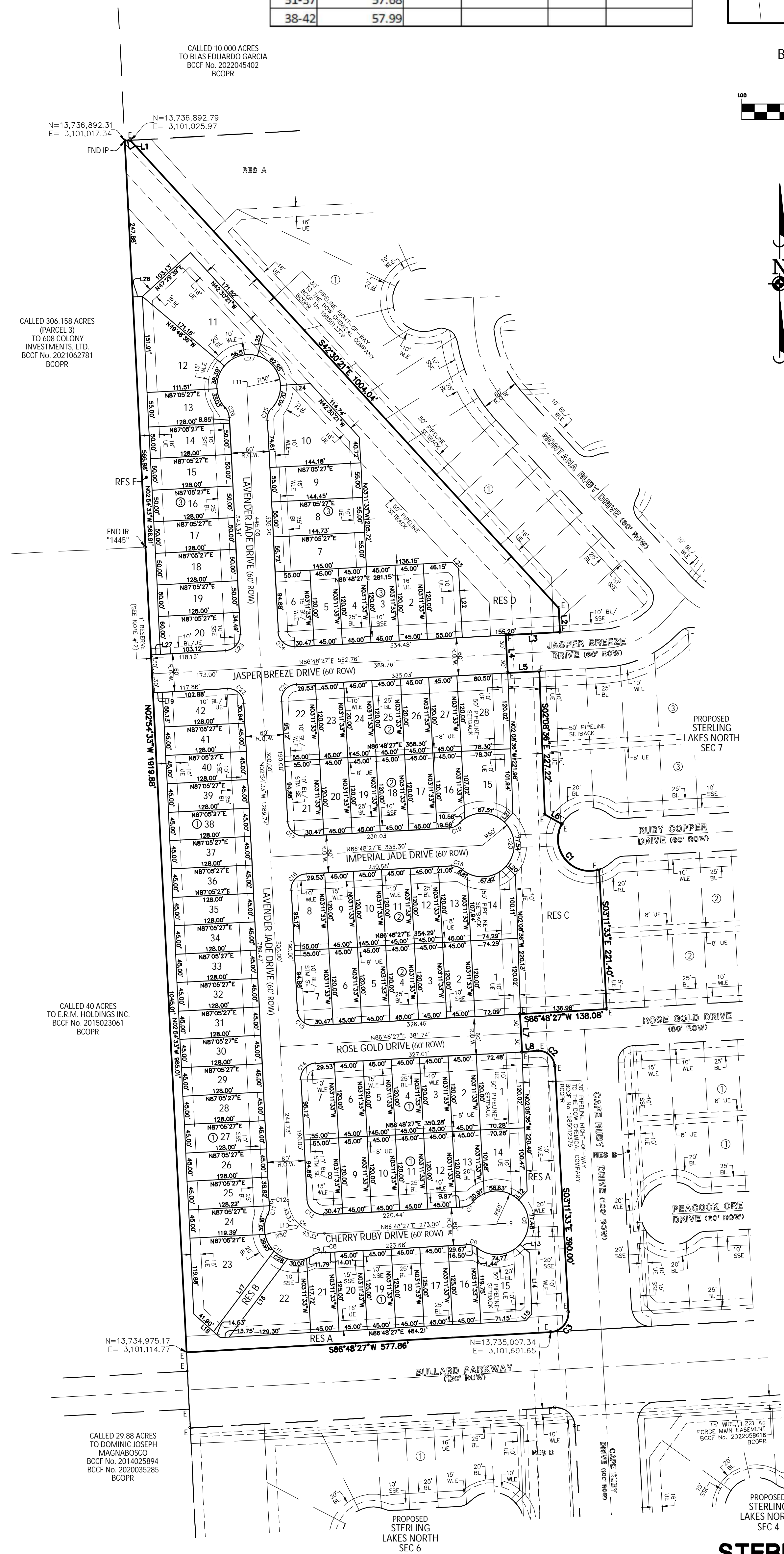
Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C1	118.02'	50.00'	135°14'47"	92.47'	S39°10'13"E
C2	39.27'	25.00'	090°00'00"	35.36'	S48°11'33"E
C3	47.12'	30.00'	090°00'00"	42.43'	S41°48'27"W
C4	86.67'	55.00'	090°17'00"	77.97'	N48°03'03"W
C5	231.79'	50.00'	265°36'48"	73.37'	N04°52'45"W
C6	17.94'	25.00'	041°07'12"	17.56'	N72°37'57"W
C7	19.41'	25.00'	044°29'36"	18.93'	N64°33'39"E
C8	6.18'	85.00'	004°10'02"	6.18'	N88°53'28"E
C9	14.45'	25.00'	033°07'23"	14.25'	S74°24'47"W
C10	129.32'	50.00'	148°11'43"	96.17'	S48°03'03"E
C11	14.45'	25.00'	033°07'23"	14.25'	N09°29'07"E
C12	6.18'	85.00'	004°10'02"	6.18'	S04°59'33"E
C13	39.39'	25.00'	090°17'00"	35.44'	S48°03'03"E
C14	39.15'	25.00'	089°43'00"	35.27'	S41°56'57"W
C15	39.39'	25.00'	090°17'00"	35.44'	S48°03'03"E
C16	39.15'	25.00'	089°43'00"	35.27'	S41°56'57"W
C17	39.39'	25.00'	090°17'00"	35.44'	S48°03'03"E
C18	18.69'	25.00'	042°50'00"	18.26'	N71°46'33"W
C19	18.69'	25.00'	042°50'00"	18.26'	N65°23'27"E
C20	231.84'	50.00'	265°40'01"	73.33'	N03°11'33"W
C21	39.15'	25.00'	089°43'00"	35.27'	S41°56'57"W
C22	39.39'	25.00'	090°17'00"	35.44'	N48°03'03"W
C23	39.15'	25.00'	089°43'00"	35.27'	N41°56'57"E
C24	39.39'	25.00'	090°17'00"	35.44'	S48°03'03"E
C25	20.35'	25.00'	046°37'59"	19.79'	S20°24'27"W
C26	16.90'	25.00'	038°44'22"	16.58'	N22°16'44"W
C27	231.58'	50.00'	265°22'21"	73.51'	N88°57'44"W
C28	25.44'	50.00'	029°08'59"	25.16'	S59°41'01"E

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To
A	51,798.93	1.189	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
B	3,977.26	0.0913	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
C	48,597.73	1.116	LANDSCAPE, OPEN SPACE AND UTILITIES
D	87,792.32	2.015	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
E	8,504.15	0.1952	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	200,670.39	4.607	

Line Table		
Line #	Length	Direction
L1	8.64'	N86°44'59"E
L2	38.04'	S03°11'33"E
L3	86.18'	S86°48'27"W
L4	60.00'	S03°11'33"E
L5	50.01'	N86°48'27"E
L6	31.62'	S61°32'50"E
L7	60.00'	S03°11'33"E
L8	25.77'	N86°48'27"E
L9	1.50'	N03°11'33"W
L10	7.50'	N41°56'57"E
L11	3.50'	N87°05'27"E
L12	20.00'	N43°27'49"E
L13	20.00'	N47°45'01"W
L14	96.64'	N02°08'36"W
L15	14.27'	N42°19'55"E
L16	154.99'	N36°52'16"E
L17	159.69'	N36°52'16"E
L18	56.43'	N48°03'03"W
L19	15.00'	S86°48'27"W
L20	20.00'	N47°43'06"W
L21	20.00'	N43°25'53"E
L22	109.19'	N03°11'33"W
L23	13.97'	N42°30'21"W
L24	47.34'	N87°05'27"E
L25	38.98'	N14°57'01"E
L26	15.00'	N87°05'27"E
L27	15.00'	N86°48'27"E

FINAL PLAT NOTES:

- THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 02/06/2024
- THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 32 BOUNDARY.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
- BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
- SURVEY MONUMENTS SHALL 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 REFERENCE CAPS AS INDICATED.
- ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
- BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 58 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
- THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS NO. 48039C010K, DATED DECEMBER 30, 2020 AND 48039C010SK, DATED DECEMBER 30, 2020.
- EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN, A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL, A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
- ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJUT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE 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.
- ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
- ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
- ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- THERE ARE PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION AND ARE SHOWN HEREON.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
- ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 32.
- THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, FLOODING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
- ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
- A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAD NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
- THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
- THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.



FINAL PLAT STERLING LAKES NORTH SEC 8

A SUBDIVISION OF 22.19 ACRES OF LAND
OUT OF THE

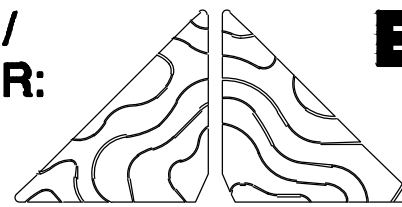
J.S. TALMAGE SURVEY, ABSTRACT NO. 561 (ALSO
KNOWN AS THE H.T. & B.R.R. CO. SURVEY, SECTION 68,
ABSTRACT NO. 561)
BRAZORIA COUNTY, TEXAS

90 LOTS 5 RESERVES 3 BLOCKS
APRIL 25, 2024

OWNER/
DEVELOPER:

ASTRO STERLING LAKES NORTH, LP.,
a Delaware Limited Partnership
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202
JOSH WADLEY
(713) 783-6702

ENGINEER/
SURVEYOR:



ELEVATION
land solutions
TBP# REGISTRATION NUMBER F-22671
9700 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77380-6253-2200
TBP# REGISTRATION NUMBER 10194692

