

CITY COUNCIL MEETING

Monday, February 10, 2025 7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING** AT **7:00 PM** ON **MONDAY, FEBRUARY 10, 2025** IN THE **IOWA COLONY CITY COUNCIL CHAMBERS**, 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 Black History Month
- 2. Proclamation declaring Women's History Month

CITIZEN COMMENTS

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

PUBLIC HEARINGS

3. Hold a public hearing to consider the advisability of the creation of a Public Improvement District.

ITEMS FOR CONSIDERATION

- 4. Consideration and possible action on a resolution calling for the general election of officers on May 3, 2025.
- 5. Consideration and possible action on a resolution calling for a special election to fill the vacancy for the remainder of the unexpired term for the office of City Council Position 1.
- 6. Consideration and possible action on a resolution calling for a special election to create the Iowa Colony Municipal Development District.
- 7. Consideration and possible action on a joint election agreement with Brazoria County for the May 3, 2025 elections.

- 8. Consideration and possible action on a contract award for CDBG-DR/MIT Contract No. 24-065-009-E166 to Mar-Con Services, LLC for Drainage Improvements on Iowa Colony Blvd. and Chocolate Bayou West Fork Tributary.
- 9. Consideration and possible action on a resolution amending the City's Fee Schedule.
- <u>10.</u> Consideration and possible action on a resolution creating the Crystal Center Public Improvement District.
- 11. Consideration and possible action on a development agreement for the Crystal Center Entertainment District at Iowa Colony.
- 12. Consideration and possible action on a resolution approving amendment no. 2 to the Sierra Vista West Plan of Development.

CONSENT AGENDA

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

- 13. Consider approval of the January 13, 2025 City Council worksession minutes.
- 14. Consider approval of the January 13, 2025 City Council meeting minutes.
- 15. Consider approval of the Market at Creekhaven South Preliminary Plat.
- <u>16.</u> Consider approval of an early plat application for Ellwood Section 1A.
- <u>17.</u> Consideration and possible action on a resolution authorizing a grant application for bullet-resistant shields from the Criminal Justice Division of the Office of the Governor.
- 18. Consideration and possible action on a resolution authorizing a grant application for rifleresistant body armor from the Criminal Justice Division of the Office of the Governor.
- <u>19.</u> Consideration and possible action on a resolution authorizing a grant application for a Criminal Justice Grant from the Office of the Governor for police department radios.
- <u>20.</u> Consideration and possible action on a resolution authorizing a grant application for a Criminal Justice Grant from the Office of the Governor for police department in-car video recording equipment.

COUNCIL COMMENTS

STAFF REPORTS

- 21. Building Official/Fire Marshal Monthly Reports
- 22. Police Department Monthly Report and Annual Racial Profiling Report
- 23. Municipal Court Monthly Report
- 24. Public Works Monthly Report
- 25. City Engineer Monthly Report
- 26. Finance Monthly Reports
- 27. Technology Department Monthly Report
- 28. Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION

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

- 29. Deliberate the City Manager's and City Attorney's employment agreements.
- 30. Deliberate potential or threatened legal action related to development agreement default.

ITEMS FOR CONSIDERATION

31. Consideration and possible action on matters discussed in Executive Session.

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 February 7, 2025.

Kayleen Rosser, City Secretary



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

Kayleen Rosser, City Secretary

Date Signed:_____



WHEREAS Black Americans have shaped virtually every aspect of public life, and their contributions have helped build the nation we know and love; and

WHEREAS Black leaders have served the greater good at every level of government and in every branch from the halls of Congress to the seats of the Supreme Court and the presidency of the United States; and

WHEREAS Black History Month provides an opportunity to celebrate the achievements of Black Americans past and present; and

WHEREAS Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination; and

NOW THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, Texas, do hereby declare the month of February 2025 as "BLACK HISTORY MONTH" in Iowa Colony, Texas, and urge our citizens to learn more about Black history, to celebrate the many accomplishments of Black Americans, and to recommit to the values of tolerance and equality for all people.

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 February 2025.

Wil Kennedy, Mayor



March as Women's History Month March 1 - 31, 2025

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation;

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation;

WHEREAS, American women of every race, class, ethnic background, served as early leaders in the storefront of every major progressive social change movement;

WHEREAS, American women have served our country courageously in the military;

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history;

WHEREAS, the Senate and House of Representatives of the United States of America in Congress assembled, that March is designated as "Women's History Month"

WHEREAS, the President issues a proclamation each March, calling upon the people of the United States to observe **March as Women's History Month** with appropriate programs, ceremonies, and activities.

NOW THEREFORE BE IT RESOLVED that I, Wil Kennedy, Mayor of the City of Iowa Colony, do hereby declare the month of March as Women's History Month in the City of Iowa Colony, and encourage all people everywhere to honor the significant contributions of women in our community, state, and nation.

Witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 10th Day of February, 2025.

Wil Kennedy, Mayor City of Iowa Colony, Texas

CITY OF IOWA COLONY

NOTICE OF PUBLIC HEARING OF THE CITY OF IOWA COLONY, TEXAS, TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Iowa Colony, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at 7:00 p.m. on February 10, 2025, in the City Council Chambers at Iowa Colony City Hall, 3144 Meridiana Pkwy., Iowa Colony, Texas 77583 for the purpose of considering the establishment by the City of a public improvement district to be located within the City.

In accordance with the Act, the City Council has received a petition (the "Petition") from certain property owners within the corporate limits and extraterritorial jurisdiction of the City (the "Petitioner"), that requests the establishment of a public improvement district (the "PID"). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at Iowa Colony City Hall, 3144 Meridiana Pkwy., Iowa Colony, Texas 77583. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The proposed public improvements (collectively, the "Authorized Improvements") include: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, including detention, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) firefighting facilities and equipment, (vi) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vii) payment of expenses incurred in the establishment, administration, and operation of the District; (viii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (ix) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in

the establishment, administration and operation of the PID is \$20,000,000. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioner.

BOUNDARIES OF THE PROPOSED PID: Approximately 109 acres of land within the corporate limits and extraterritorial jurisdiction of Iowa Colony, Texas, Brazoria County, Texas. Said property being generally bounded on the east by State Highway 288, on the south by Meridiana Parkway (aka County Road 56), on the west by the Sterling Lakes Community and on the north by Davenport Parkway (aka County Road 57). Such land is situated in the W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515), and the H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289. A metes and bounds description is available for inspection at the office of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein. This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

/s/Kayleen Rosser, City Secretary City of Iowa Colony

RESOLUTION NO.

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CALLING THE 2025 ANNUAL GENERAL ELECTION OF CITY OFFICERS; AND PROVIDING FOR POLLING PLACES, ELECTORS, OFFICERS, EARLY VOTING, A JOINT ELECTION AGREEMENT, AND RELATED PROVISIONS

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

SECTION 1. Annual General Election Called

A general election shall be held throughout the City of Iowa Colony, Texas, on the **first** Saturday in **May 2025**, which is the **3rd day of May 2025**, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing persons to the following offices of the City for a **two-year term: Mayor, Councilmember District A, Councilmember District B, and Councilmember District C.**

SECTION 2. Municipal Election Precinct and Polling Place

For the purpose of the election called and ordered by this resolution, the polling places for the City of Iowa Colony, Texas, shall be all of the county-wide vote centers listed in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 3. Electors

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City of Iowa Colony, Texas and who is duly registered to vote in this election shall be entitled to vote in this election.

SECTION 4. Officers of Election and Compensation Thereof

The appointments, compensation, and duties of all election officers and personnel shall be as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 5. Early Voting

a. The Early Voting Clerk is hereby authorized to conduct early voting by personal appearance beginning on the **twelfth** (**12th**) day preceding and ending on the **fourth** (**4**th) day preceding the date of this election, which early voting dates are **Monday**, **April 21**, **2025**, through **Tuesday**, **April 29**, **2025**, respectively, and such early voting by personal appearance shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on every day except Saturday, Sunday and State legal holidays. In addition, early voting by personal appearance shall be conducted as follows:

DATES AND HOURS:

April 21-26	8 $AM - 5 PM$
April 28-29	8 AM – 5 PM

b. The main early voting place is:

East Annex (Old Walmart) 1524 E. Mulberry #144, Angleton

c. The locations for early voting by personal appearance are as follows:

Alvin Branch Location: Alvin Library

105 S. Gordon, Alvin

Angleton Main Location: East Annex

(Old WalMart Building)

1524 E. Mulberry

Angleton

Brazoria Branch Location: Brazoria Library

620 S. Brooks, Brazoria

Clute Branch Location: Clute Event Center

100 Parkview Dr., Clute

Freeport Branch Location: Freeport Library

410 Brazosport Blvd., Freeport

Lake Jackson Branch Location: Doris Williams Civic Center

333 Hwy. 332 East, Lake Jackson

Manyel Branch Location: Mayel Annex

7313 Corporate Dr., Manvel

Pearland East Branch Location: Tom Reid Library

3522 Liberty Dr., Pearland

Pearland West Branch Location: West Pearland Community Center

2150 Country Place Pkwy., Pearland

Shadow Creek Branch Location: West Pearland Library

11801 Shadow Creek Pkwy., Pearland

Sweeny Branch Location: Sweeny Community Center

205 W. Ashley Wilson Rd., Sweeny

West Columbia Branch Location: Precinct 4 Building 2

121 N. 10th Street, West Columbia

d. Early voting by mail shall be as provided by applicable law. The mailing address of the Early Voting Clerk is Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515. The email address of the Early Voting Clerk is ABBM@brazoriacountytx.gov.

SECTION 6. Method of Voting and Conducting Election

All early voting by personal appearance and all voting on the day named above for the holding of this general annual election shall be by means of whatever type of voting machine or electronic voting system is available from the voting machine department of Brazoria County, Texas. The manner of holding this election will be governed by the laws of the State of Texas governing general elections and as provided in this resolution.

SECTION 7. Notice of Election

a. The Mayor shall cause notice of this election to be posted for at least twenty-one (21) days prior to the date named above for the holding of this general annual election (1) on the

bulletin board used for posting notices of meetings of the City Council and (2) on the internet website of the City.

b. The Mayor shall also cause notice of this election to be published in The Alvin Sun, a newspaper published in the City of Alvin, in Brazoria County, Texas, having a general circulation within the corporate limits of the City of Iowa Colony, not earlier than thirty (30) days and not later than ten (10) days before the date named above for the holding of this general annual election.

SECTION 8. Order for Election.

This resolution constitutes an order for this election, in compliance with the Texas Election Code. In addition, the City Council hereby authorizes and directs the Mayor and City Secretary to execute and attest, respectively, an order for this election summarizing the information herein.

SECTION 9. Amended Election Information.

If the Brazoria County Clerk, the Governor of Texas, or any other lawful authority changes the voting locations or any other election information herein stated, then this resolution shall be automatically amended to conform to those amendments, and the City Council hereby authorizes and directs the Mayor and City Secretary to execute and attest, respectively, an amended order for this election summarizing the information herein with those amendments.

SECTION 10. Call for Joint Election.

- a. This election shall be held jointly with Brazoria County and any other participating entities, pursuant to Chapter 271 of the Texas Election Code.
- b. The Mayor and City Secretary are hereby authorized to execute on behalf of the City a Joint Election Agreement and Contract for Election Services between the City and the Brazoria County Clerk for this election.

Item 4.

c. Costs of this election shall be shared as provided in the Joint Election Agreement and Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 11. Severance Clause

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

SECTION 12. <u>Effective Date</u>

This resolution shall be effective immediately upon its passage and approval.

READ, PASSED AND ADOPTED ON FEBRUARY 10, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

Item 4.

13

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES ORDEN DE ELECCIÓN GENERAL PARA MUNICIPOS

An election is hereby ordered to be held on 5	$\frac{\sqrt{3}}{\sqrt{13+3}}$ $\frac{\cancel{2}025}{\cancel{2}025}$ for the purpose of voting on:		
(Por la presente se ordena celebrar una elección el5_	(date) <u>/3</u> <u>/2025</u> con el propósito de votar sobre.)		
	(fecha)		
List Offices/Propositions/Measures on the ballot (Enúmero	e los puestos/proposiciones/medidas oficiales en la boleta)		
Mayor (Alcalde)			
City Councilmember Position 1 (Posicion de conce	ejal 1)		
City Councilmember Position 2 (Posicion de conc	ejal 2)		
City Councilmember Position 3 (Posicion de conc	ejal 3)		
Early voting by personal appearanc	e will be conducted each weekday at:		
	e llevará a cabo de lunes a viernes en:)		
,	tio principal de votación adelantada)		
Location (sitio)	Hours (horas)		
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM		
Location (sitio)	cursal sitios de votación adelantada) Hours (horas)		
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM		
Alvin Library, 105 S. Gordon	8 AM - 5 PM		
Brazoria Library, 620 S. Brooks	8 AM - 5 PM		
Clute, Clute Event Center, 100 Parkview Dr.	8 AM - 5 PM		
Freeport Library, 410 Brazosport Blvd.	8 AM - 5 PM		
Lake Jackson Doris Williams Civic Center, 333 Hwy 332 East	8 AM - 5 PM		
Manvel Annex, 7313 Corporate Drive	8 AM - 5 PM		
Pearland East, Tom Reid Library, 3522 Liberty Dr.	8 AM - 5 PM		
Pearland West, West Pearland Community Center, 2150 Countryplace Pkwy.	8 AM - 5 PM		
Shadow Creek, West Pearland Library, 11801 Shadow Creek Pkwy.	8 AM - 5 PM		
Sweeny, Sweeny Community Center, 205 W. Ashley Wilson Rd.	8 AM - 5 PM		
West Columbia, Precinct 4 Building #2, 121 N 10th St.	8 AM - 5 PM		
Early voting by personal appearance will be conducted each weekend at: (La votación adelantada en persona se levará a cabo en el fin de semana en:)			
· · · · · · · · · · · · · · · · · · ·	tio principal de votación adelantada)		
Location (sitio) Angleton East Annex, 1524 E. Mulberry	Hours (horas) 8 AM - 5 PM		
· · · · · · · · · · · · · · · · · · ·	cursal sitios de votación adelantada)		
Location (sitio)	Hours (horas)		
Same as weekday locations listed above	Same as weekday hours listed above		

		by mail shall be mailed to: rán adelantada por correo deberán enviarse a:)	tem 4.
,	•	an aueianiaua por correo deberan enviarse a.)	
Joyce Hudmar Name of Early			
	ecretario/a de la Vot	tación Adelantada)	
111 E. Locust, Address (Direc			
Angleton	77515		
City (Ciudad)		e (Código Postal)	
979-864-1662 Telephone Nui	mber <i>(Número de tel</i>	léfono)	
	riacountytx.gov (Dirección de Corre	o Electrónico)	
	countyclerktx.gov		
		web del Secretario/a de Votación Adelantada)	
• •	,	e received no later than the close of business on: lelantada por correo deberán recibirse no más tar	dar
4 /22 /2025 (date)(fecha)			
(La Tarjeta Federal Postal d		e received no later than the close of business on: recibirse no más tardar de las horas de negocio el	:)
4 /22 /2025 (date)(fecha)			
Issued this ¹⁰ day of	February	. 20 25	
Issued this 10 day of (day)		year)	
(Emitida este día 10 (día)	de febrero	, 20 <u>25</u> .)	
(dia)	(mes)	(ano)	
_	Signature of May	vor (Firma del Alcalde)	
	,	,	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	—
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	14

> Reset **Print**

Item 4.

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day. Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CALLING A SPECIAL ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF FILLING THE VACANCY FOR THE REMAINDER OF THE UNEXIPRED TERM OF OFFICE OF CITY COUNCIL MEMBER POSITION 1; AND PROVIDING FOR POLLING PLACES, ELECTORS, OFFICERS, EARLY VOTING, A JOINT ELECTION AGREEMENT, AND RELATED PROVISIONS

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

SECTION 1. Special Election Called

A special election shall be held in the City of Iowa Colony, Texas, City Council Position 1, on the first Saturday in May 2025, which is the 3rd day of May 2025, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of filling the vacancy for the remainder of the unexpired term of office: City Council Position 1. The filing deadline for a place on the ballot in the special election to fill a vacancy is Tuesday, February 25, 2025, at 5:00 PM.

SECTION 2. Municipal Election Precinct and Polling Place

For the purpose of this special election called and ordered by this resolution, the polling places for the City of Iowa Colony, Texas, shall be all of the county-wide vote centers listed in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 3. Electors

Every person eligible to vote in the City of Iowa Colony, Texas, **City Council Position 1**, under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City of Iowa Colony, Texas and who is duly registered to vote in this election shall be entitled to vote in this election.

SECTION 4. Officers of Election and Compensation Thereof

The appointments, compensation, and duties of all election officers and personnel shall be as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 5. Early Voting

a. The Early Voting Clerk is hereby authorized to conduct early voting by personal appearance beginning on the **twelfth** (**12th**) day preceding and ending on the **fourth** (**4**th) day preceding the date of this election, which early voting dates are **Monday**, **April 21**, **2025**, through **Tuesday**, **April 29**, **2025**, respectively, and such early voting by personal appearance shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on every day except Saturday, Sunday and State legal holidays. In addition, early voting by personal appearance shall be conducted as follows:

DATES AND HOURS:

April 21-26	8	AM -	5	PM
April 28-29	8	AM –	5	PM

b. The main early voting place is:

East Annex (Old Walmart) 1524 E. Mulberry #144, Angleton

c. The locations for early voting by personal appearance are as follows:

Alvin Branch Location: Alvin Library

105 S. Gordon, Alvin

Angleton Main Location: East Annex

(Old WalMart Building)

1524 E. Mulberry

Angleton

Brazoria Branch Location: Brazoria Library

620 S. Brooks, Brazoria

Clute Branch Location: Clute Event Center

100 Parkview Dr., Clute

Freeport Branch Location: Freeport Library

410 Brazosport Blvd., Freeport

Lake Jackson Branch Location: Doris Williams Civic Center

333 Hwy. 332 East, Lake Jackson

Manvel Branch Location: Manvel Annex

7313 Corporate Dr., Manvel

Pearland East Branch Location: Tom Reid Library

3522 Liberty Dr., Pearland

Pearland West Branch Location: West Pearland Community Center

2150 Country Place Pkwy., Pearland

Shadow Creek Branch Location: West Pearland Library

11801 Shadow Creek Pkwy., Pearland

Sweeny Branch Location: Sweeny Community Center

205 W. Ashley Wilson Rd., Sweeny

West Columbia Branch Location: Precinct 4 Building 2

121 N. 10th Street, West Columbia

d. Early voting by mail shall be as provided by applicable law. The mailing address of the Early Voting Clerk is Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515. The email address of the Early Voting Clerk is ABBM@brazoriacountytx.gov.

SECTION 6. Method of Voting and Conducting Election

All early voting by personal appearance and all voting on the day named above for the holding of this special annual election shall be by means of whatever type of voting machine or electronic voting system is available from the voting machine department of Brazoria County, Texas. The manner of holding this election will be governed by the laws of the State of Texas governing special elections and as provided in this resolution.

SECTION 7. Notice of Election

- a. The Mayor shall cause notice of this election to be posted for at least twenty-one (21) days prior to the date named above for the holding of this special annual election (1) on the bulletin board used for posting notices of meetings of the City Council and (2) on the internet website of the City.
- b. The Mayor shall also cause notice of this election to be published in The Alvin Sun, a newspaper published in the City of Alvin, in Brazoria County, Texas, having a general circulation within the corporate limits of the City of Iowa Colony, not earlier than thirty (30) days and not later than ten (10) days before the date named above for the holding of this special annual election.

SECTION 8. Order for Election.

This resolution constitutes an order for this election, in compliance with the Texas Election Code. In addition, the City Council hereby authorizes and directs the Mayor and City Secretary to execute and attest, respectively, an order for this election summarizing the information herein.

SECTION 9. Amended Election Information.

If the Brazoria County Clerk, the Governor of Texas, or any other lawful authority changes the voting locations or any other election information herein stated, then this resolution shall be automatically amended to conform to those amendments, and the City Council hereby authorizes and directs the Mayor and City Secretary to execute and attest, respectively, an amended order for this election summarizing the information herein with those amendments.

SECTION 10. Call for Joint Election.

a. This election shall be held jointly with Brazoria County and any other participating entities, pursuant to Chapter 271 of the Texas Election Code.

Item 5.

b. The Mayor and City Secretary are hereby authorized to execute on behalf of the

City a Joint Election Agreement and Contract for Election Services between the City and the

Brazoria County Clerk for this election.

c. Costs of this election shall be shared as provided in the Joint Election Agreement

and Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 11. Severance Clause

If any part of this resolution and order, of whatever size, is ever declared invalid or

unenforceable for any reason, the remainder of this resolution and order shall remain in full force

and effect.

SECTION 12. Effective Date

This resolution shall be effective immediately upon its passage and approval.

READ, PASSED AND ADOPTED ON FEBRUARY 10, 2025.

WIL KENNEDY, MAYOR CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY CITY OF IOWA COLONY, TEXAS

20

21

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES (ORDEN DE ELECCIÓN ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on <u>05</u>	$\frac{\sqrt{03}}{\sqrt{(1+x)}}$ /2025 for the purpose of voting on:
(Por la presente se ordena celebrar una elección el ⁰⁵	(date) <u>/03</u> <u>/2025</u> con el propósito de votar sobre.) (fecha)
	F:00
Applications for a place on the ballot shall be filed A deadline is required to be stated in the order for	a special election.
(Solicitudes para un lugar en la boleta serán presentado	las por: $\frac{05}{2}$ $\frac{25}{2}$ $\frac{2025}{2}$ a las $\frac{5:00}{2}$ p.m.
(De acuerdo con la orden de elección especial se requ	•
City Council Member Position 1 (posicion de cons	e los puestos/proposiciones/medidas oficiales en la boleta)
Only Countries in Contain in (people of the contain	,u. 1)
	e will be conducted each weekday at: e llevará a cabo de lunes a viernes en:)
,	tio principal de votación adelantada)
Location (sitio)	Hours (horas)
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM
Branch Early Voting Locations (su Location (sitio)	cursal sitios de votación adelantada) Hours (horas)
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM
Alvin Library, 105 S. Gordon	8 AM - 5 PM
Brazoria Library, 620 S. Brooks	8 AM - 5 PM
Clute Event Center, 100 Parkview Drive	8 AM - 5 PM
Freeport Library, 410 Brazosport Blvd.	8 AM - 5 PM
Lake Jackson Doris Williams Civic Center, 333 Hwy 332 East	8 AM - 5 PM
Manvel Annex, 7313 Corporate Drive	8 AM - 5 PM
Pearland East, Tom Reid Library, 3522 Liberty Drive	8 AM - 5 PM
Pearland West, West Pearland Community Center, 2150 Countryplace Pkwy.	8 AM - 5 PM
Shadow Creek, West Pearland Library, 11801 Shadow Creek Pkwy.	8 AM - 5 PM
Sweeny, Sweeny Community Center, 205 W. Ashley Wilson Rd.	8 AM - 5 PM
West Columbia, Precinct 4 building #2, 121 N. 10th St.	<u> </u>
-	e will be conducted each weekend at:
(La votación adelantada en persona se	e llevará a cabo en el fin de semana en:)
,	tio principal de votación adelantada)
Location (sitio)	Hours (horas)
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM
,	cursal sitios de votación adelantada)
Location (sitio) Same as weekday location listed above	Hours (horas) Same as weekday hours listed above
Came as weekday location listed above	Camb do wookday hours listed above

Applications for ballot by mail shall be mailed to:	
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a	Э:,

Joyce Hudman

Name of Early Voting (Nombre del Secretario		delantada)	
111 E. Locust, Suite 200		•	
Address (Dirección)			
Angleton	77515		
City (Ciudad)	Zip Code (Códio	no Postal)	
979-864-1662	, - (,	
Telephone Number (N	úmero de teléfono)		
ABBM@brazoriacountytx.	,		
Email Address (Direcc	_	ónico)	
www.brazoriacountyclerk.		,	
	-	 I Secretario/a de Votación Adelantada)	
Larry voting cicing w	rebaile (onlo web de	Tocciciano, a de Votacion Adelantada,	
(Las solicitudes para boletas que se de las horas de negocio el:) 04	e <i>votarán adelantad</i> CAs) must be receiv	ed no later than the close of business of a por correo deberán recibirse no más ed no later than the close of business of a no más tardar de las horas de negocio	tardar on:
(date)(fecha)			
,			
Issued this day of February day of (day) (Emitida este día de de	(month) febrero (mes)	, 20 <u></u> , 20 <u></u> , 20 <u></u>)	
	Signature of Mayor	(Firma del Alcalde)	
Signature of Councilperson		 Signature of Councilperson	
(Firma del Concejal)		(Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma de Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma del Concejal)	
Signature of Councilperson (Firma del Concejal)		Signature of Councilperson (Firma de Concejal)	22

Item 5.

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day. Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CALLING A SPECIAL ELECTION IN ALL THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY, TEXAS ON MAY 3, 2025 ON THE QUESTION OF CREATING THE IOWA COLONY MUNICIPAL DEVELOPMENT DISTRICT, AND THE IMPOSITION OF A SALES AND USE TAX AT THE RATE OF ONE-HALF OF ONE PERCENT, FOR THE PURPOSE OF FINANCING DEVELOPMENT PROJECTS BENEFICIAL TO THE DISTRICT; AND PROVIDING FOR A PROPOSITION, POLLING PLACES, ELECTORS, OFFICERS, EARLY VOTING, A JOINT ELECTION AGREEMENT, AND RELATED PROVISIONS

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

SECTION 1. Special Election Ordered

A special election shall be held in all the extraterritorial jurisdiction of the City of Iowa Colony, Texas (municipality) on the **first** Saturday in **May 2025**, which is the **3rd day of May 2025**, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of considering the following proposition:

"Authorizing the creation of the Iowa Colony Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing development projects beneficial to the district."

SECTION 2. District Boundaries

That the district boundaries are defined as attached to this resolution and the election shall be held within those boundaries. The district boundaries will be fixed within the municipality's extraterritorial jurisdiction.

SECTION 2. Municipal Election Precinct and Polling Place

For the purpose of this special election called and ordered by this resolution, the polling places for the City of Iowa Colony, Texas, shall be all of the county-wide vote centers listed in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 3. Electors

Only residents of the extraterritorial jurisdiction of the City of Iowa Colony, Texas eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code shall be entitled to vote in this election.

SECTION 4. Officers of Election and Compensation Thereof

The appointments, compensation, and duties of all election officers and personnel shall be as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 5. Early Voting

a. The Early Voting Clerk is hereby authorized to conduct early voting by personal appearance beginning on the **twelfth** (**12th**) day preceding and ending on the **fourth** (**4**th) day preceding the date of this election, which early voting dates are **Monday**, **April 21**, **2025**, through **Tuesday**, **April 29**, **2025**, respectively, and such early voting by personal appearance shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on every day except Saturday, Sunday and State legal holidays. In addition, early voting by personal appearance shall be conducted as follows:

DATES AND HOURS:

April 21-26......8 AM – 5 PM April 28-29......8 AM – 5 PM

b. The main early voting place is:

East Annex (Old Walmart) 1524 E. Mulberry #144, Angleton

c. The locations for early voting by personal appearance are as follows:

Alvin Branch Location: Alvin Library

105 S. Gordon, Alvin

Angleton Main Location: East Annex

(Old WalMart Building)

1524 E. Mulberry

Angleton

Brazoria Branch Location: Brazoria Library

620 S. Brooks, Brazoria

Clute Branch Location: Clute Event Center

100 Parkview Dr., Clute

Freeport Branch Location: Freeport Library

410 Brazosport Blvd., Freeport

Lake Jackson Branch Location: Doris Williams Civic Center

333 Hwy. 332 East, Lake Jackson

Manvel Branch Location: Mavel Annex

7313 Corporate Dr., Manvel

Pearland East Branch Location: Tom Reid Library

3522 Liberty Dr., Pearland

Pearland West Branch Location: West Pearland Community Center

2150 Country Place Pkwy., Pearland

Shadow Creek Branch Location: West Pearland Library

11801 Shadow Creek Pkwy., Pearland

Sweeny Branch Location: Sweeny Community Center

205 W. Ashley Wilson Rd., Sweeny

West Columbia Branch Location: Precinct 4 Building 2

121 N. 10th Street, West Columbia

d. Early voting by mail shall be as provided by applicable law. The mailing address of the Early Voting Clerk is Joyce Hudman, County Clerk, 111 East Locust, Suite 200,

Angleton, Texas 77515. The email address of the Early Voting Clerk is

ABBM@brazoriacountytx.gov.

SECTION 6. Method of Voting and Conducting Election

All early voting by personal appearance and all voting on the day named above for the holding of this special annual election shall be by means of whatever type of voting machine or electronic voting system is available from the voting machine department of Brazoria County, Texas. The manner of holding this election will be governed by the laws of the State of Texas governing special elections and as provided in this resolution.

SECTION 7. Notice of Election

- a. The Mayor shall cause notice of this election to be posted for at least twenty-one (21) days prior to the date named above for the holding of this special annual election (1) on the bulletin board used for posting notices of meetings of the City Council and (2) on the internet website of the City.
- b. The Mayor shall also cause notice of this election to be published in The Alvin Sun, a newspaper published in the City of Alvin, in Brazoria County, Texas, having a general circulation within the corporate limits of the City of Iowa Colony, not earlier than thirty (30) days and not later than ten (10) days before the date named above for the holding of this special annual election.

SECTION 8. Order for Election.

This resolution constitutes an order for this election, in compliance with the Texas Election Code. In addition, the City Council hereby authorizes and directs the Mayor and City Secretary to execute and attest, respectively, an order for this election summarizing the information herein.

SECTION 9. Amended Election Information.

If the Brazoria County Clerk, the Governor of Texas, or any other lawful authority changes the voting locations or any other election information herein stated, then this resolution shall be automatically amended to conform to those amendments, and the City Council hereby authorizes

Item 6.

and directs the Mayor and City Secretary to execute and attest, respectively, an amended order for

this election summarizing the information herein with those amendments.

SECTION 10. Call for Joint Election.

a. This election shall be held jointly with Brazoria County and any other participating

entities, pursuant to Chapter 271 of the Texas Election Code.

b. The Mayor and City Secretary are hereby authorized to execute on behalf of the

City a Joint Election Agreement and Contract for Election Services between the City and the

Brazoria County Clerk for this election.

c. Costs of this election shall be shared as provided in the Joint Election Agreement

and Contract for Election Services with the Brazoria County Clerk for this election.

SECTION 11. Severance Clause

If any part of this resolution and order, of whatever size, is ever declared invalid or

unenforceable for any reason, the remainder of this resolution and order shall remain in full force

and effect.

SECTION 12. <u>Effective Date</u>

This resolution shall be effective immediately upon its passage and approval.

READ, PASSED AND ADOPTED ON FEBRUARY 10, 2025.

WIL KENNEDY, MAYOR CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

CITY OF IOWA COLONY, TEXAS

28

Item 6.

29

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES (ORDEN DE ELECCIÓN ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on 5	/ 3 /2025	for the purpose of	voting on:
(Por la presente se ordena celebrar una elección el	(date) 5 / 3 /202 (fecha)	5 con el propósito de	votar sobre.)
Applications for a place on the ballot shall be file A deadline is required to be stated in the order for		/at tion.	p.m.
(Solicitudes para un lugar en la boleta serán present (De acuerdo con la orden de elección especial se rec		a las límite)	p.m.)
List Offices/Propositions/Measures on the ballot (Enúme	ere los puestos/pro _l	posiciones/medidas oficiale	es en la boleta)
Authorizing the creation of the Iowa Colony Municipal Deve the rate of one-half of one percent for the purpose of financ			
Autorizar la creación del Distrito de Desarrollo Municipal de un impuesto sobre las ventas y uso a la tarifa de la mitad o proyectos de desarrollo beneficiosos para el distrito			
Early voting by personal appearar (La votación adelantada en persona The Main Early Voting Location (se llevará a cab	oo de lunes a viernes e	en:)
Location (sitio)	Hours (hora	,	
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM		
Branch Early Voting Locations (s Location (sitio)	ucursal sitios de Hours (hora	-	
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM		
Alvin Library, 105 S. Gordon	8 AM - 5 PM		
Brazoria Library, 620 S. Brooks	8 AM - 5 PM		
Clute Event Center, 100 Parkview Dr.	8 AM - 5 PM		
Freeport Library, 410 Brazosport Blvd.	8 AM - 5 PM		
Lake Jackson, Doris Williams Civic Center, 333 Hwy 332 East	8 AM - 5 PM		
Manvel Annex, 7313 Corporate Drive	8 AM - 5 PM		
Pearland East, Tom Reid Library, 3522 Liberty Drive	8 AM - 5 PM		
Pearland West, West Pearland Community Center, 2150 Countryplace Pkwy	8 AM - 5 PM		
Shadow Creek, West Pearland Library, 11801 Shadow Creek Pkwy.	8 AM - 5 PM		
Sweeny, Sweeny Community Center, 205 W. Ashley Wilson Rd.	8 AM - 5 PM		
West Columbia, Precinct 4 Building #2, 121 N 10th St.	8 AM - 5 PM		
Early voting by personal appearan			
The Main Early Voting Location (Location (sitio)	sitio principal de Hours (hora	,	
Angleton East Annex, 1524 E. Mulberry	8 AM - 5 PM		
Branch Early Voting Locations <i>(s</i> Location <i>(sitio)</i>	ucursal sitios de Hours (hora	•	
Same as weekday locations listed above	Same as weekday hou	rs listed above	
		_	
			

Signature of Councilperson (Firma del Concejal)

(Firma del Concejal)

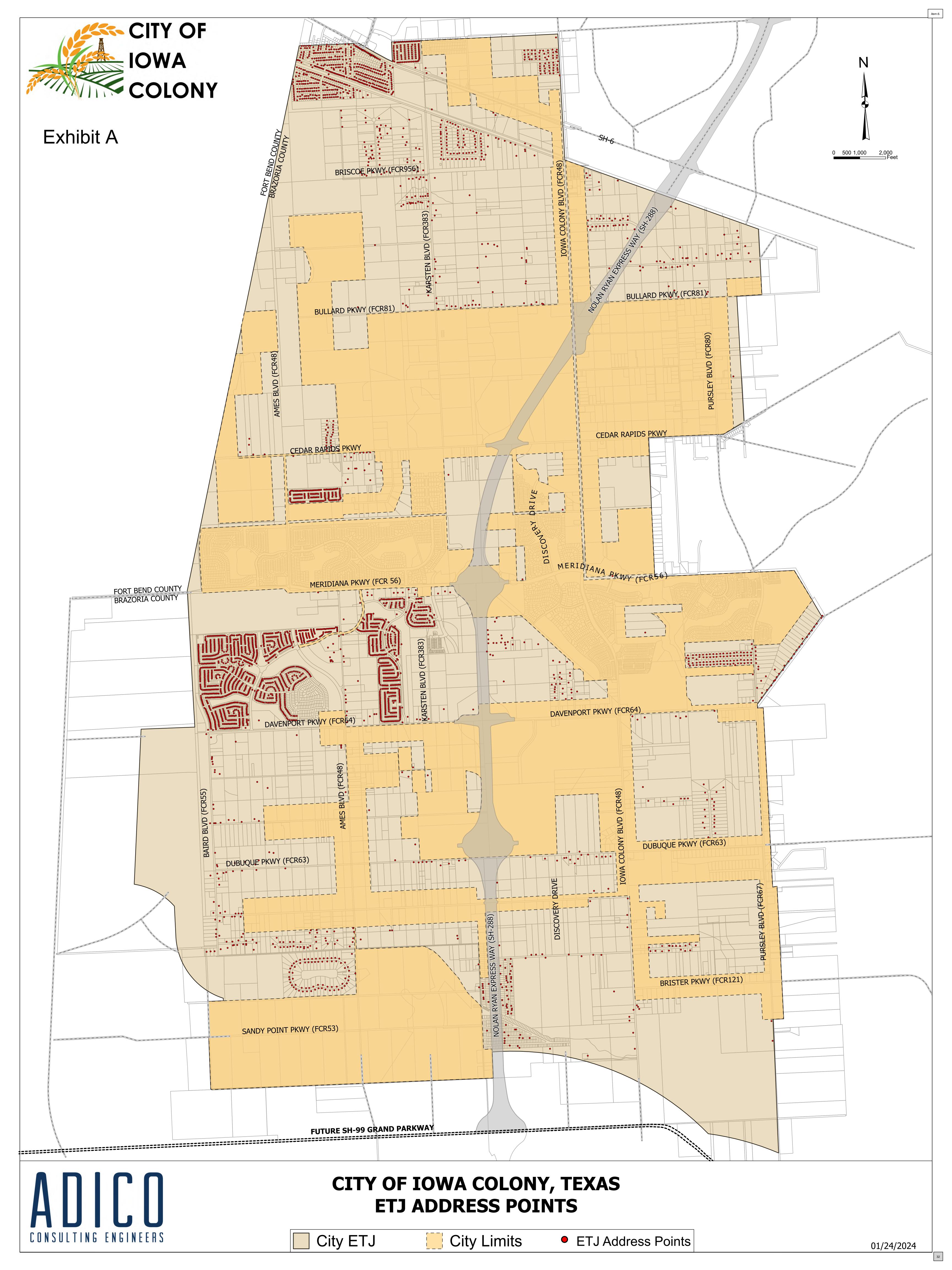
Signature of Councilperson (Firma de Concejal)

(Firma del Concejal)

Reset

Item 6.

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day. Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.



		1445 ADAM OT Item 6.
Exhibit B	1916 ACKLEN RUN DR	1415 ADAM ST
lowe Colony Extratorritorial	1917 ACKLEN RUN DR	1418 ADAM ST
lowa Colony Extraterritorial	1920 ACKLEN RUN DR	1419 ADAM ST
Jurisdiction (ETJ) as of	1921 ACKLEN RUN DR	1422 ADAM ST
February 12, 2024 for	1924 ACKLEN RUN DR	1423 ADAM ST
election to create the lowa	1925 ACKLEN RUN DR	1426 ADAM ST
Colony Municipal	1928 ACKLEN RUN DR	1427 ADAM ST
Development District:	1929 ACKLEN RUN DR	1430 ADAM ST
	1932 ACKLEN RUN DR	1431 ADAM ST
0.404 ADDOT DD 0.044 DD	1933 ACKLEN RUN DR	1434 ADAM ST
2401 ABBOT BROOK DR	1936 ACKLEN RUN DR	2302 AGASSIZ DR
2405 ABBOT BROOK DR	1937 ACKLEN RUN DR	2306 AGASSIZ DR
2409 ABBOT BROOK DR	1941 ACKLEN RUN DR	2310 AGASSIZ DR
2413 ABBOT BROOK DR	1945 ACKLEN RUN DR	2314 AGASSIZ DR
2417 ABBOT BROOK DR	1949 ACKLEN RUN DR	2318 AGASSIZ DR
2418 ABBOT BROOK DR	2001 ACKLEN RUN DR	2322 AGASSIZ DR
2418 ABBOT BROOK DR	2005 ACKLEN RUN DR	2326 AGASSIZ DR
2421 ABBOT BROOK DR	2009 ACKLEN RUN DR	2402 AGASSIZ DR
2422 ABBOT BROOK DR	2013 ACKLEN RUN DR	2406 AGASSIZ DR 2407 AGASSIZ DR
2426 ABBOT BROOK DR	2017 ACKLEN RUN DR	
2429 ABBOT BROOK DR	2021 ACKLEN RUN DR	2410 AGASSIZ DR
2430 ABBOT BROOK DR	2025 ACKLEN RUN DR	2411 AGASSIZ DR
2433 ABBOT BROOK DR	2029 ACKLEN RUN DR	2414 AGASSIZ DR
2434 ABBOT BROOK DR	2033 ACKLEN RUN DR	2415 AGASSIZ DR
2437 ABBOT BROOK DR	2037 ACKLEN RUN DR	2418 AGASSIZ DR
2438 ABBOT BROOK DR 2441 ABBOT BROOK DR	2041 ACKLEN RUN DR	2422 AGASSIZ DR
2441 ABBOT BROOK DR 2442 ABBOT BROOK DR	2045 ACKLEN RUN DR 1202 ADAM ST	1400 AIRLINE RD W 1453 AIRLINE RD W
2445 ABBOT BROOK DR	1202 ADAM ST 1203 ADAM ST	1476 AIRLINE RD W
2449 ABBOT BROOK DR	1203 ADAM ST 1206 ADAM ST	1510 AIRLINE RD W
1801 ACKLEN RUN DR	1200 ADAM ST 1207 ADAM ST	2002 AIRLINE RD W
1805 ACKLEN RUN DR	1207 ADAM ST 1210 ADAM ST	2002 AIRLINE RD W
1809 ACKLEN RUN DR	1210 ADAM ST 1211 ADAM ST	2002 AIRLINE RD W
1812 ACKLEN RUN DR	1211 ADAM ST 1214 ADAM ST	2020 AIRLINE RD W
1813 ACKLEN RUN DR	1214 ADAM ST 1215 ADAM ST	2226 AIRLINE RD W
1816 ACKLEN RUN DR	1213 ADAM ST 1218 ADAM ST	2230 AIRLINE RD W
1817 ACKLEN RUN DR	1219 ADAM ST 1219 ADAM ST	2234 AIRLINE RD W
1820 ACKLEN RUN DR	1222 ADAM ST	1302 AIRLINE RD NO 2
1821 ACKLEN RUN DR	1223 ADAM ST	1503 ALPINE DR
1824 ACKLEN RUN DR	1302 ADAM ST	1507 ALPINE DR
1825 ACKLEN RUN DR	1303 ADAM ST	1511 ALPINE DR
1828 ACKLEN RUN DR	1304 ADAM ST	1515 ALPINE DR
1829 ACKLEN RUN DR	1306 ADAM ST	1519 ALPINE DR
1832 ACKLEN RUN DR	1307 ADAM ST	1523 ALPINE DR
1833 ACKLEN RUN DR	1310 ADAM ST	1527 ALPINE DR
1836 ACKLEN RUN DR	1311 ADAM ST	1531 ALPINE DR
1837 ACKLEN RUN DR	1315 ADAM ST	10203 ALPINE LAKE LN
1840 ACKLEN RUN DR	1318 ADAM ST	10207 ALPINE LAKE LN
1841 ACKLEN RUN DR	1319 ADAM ST	10211 ALPINE LAKE LN
1845 ACKLEN RUN DR	1402 ADAM ST	10215 ALPINE LAKE LN
1849 ACKLEN RUN DR	1403 ADAM ST	10219 ALPINE LAKE LN
1901 ACKLEN RUN DR	1406 ADAM ST	10223 ALPINE LAKE LN
1905 ACKLEN RUN DR	1407 ADAM ST	10502 AMADOR PEAK DR
1909 ACKLEN RUN DR	1410 ADAM ST	10506 AMADOR PEAK DR
1912 ACKLEN RUN DR	1411 ADAM ST	10510 AMADOR PEAK DR
1913 ACKLEN RUN DR	1414 ADAM ST	10511 AMADOR PEAK DR
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10514 AMADOR PEAK DR	10403 ANJANETTE RD	4615 BAYOU LN ltem 6.
10515 AMADOR PEAK DR	10409 ANJANETTE RD	4622 BAYOU LN
10518 AMADOR PEAK DR	10415 ANJANETTE RD	4623 BAYOU LN
10519 AMADOR PEAK DR	6202 N AUTUMN COVE	4706 BAYOU LN
10522 AMADOR PEAK DR	6203 N AUTUMN COVE	4707 BAYOU LN
10523 AMADOR PEAK DR	6210 N AUTUMN COVE	4714 BAYOU LN
10526 AMADOR PEAK DR	6211 N AUTUMN COVE	4715 BAYOU LN
10527 AMADOR PEAK DR	6218 N AUTUMN COVE	4722 BAYOU LN
10530 AMADOR PEAK DR	6219 N AUTUMN COVE	4723 BAYOU LN
10531 AMADOR PEAK DR	6227 N AUTUMN COVE	4730 BAYOU LN
10534 AMADOR PEAK DR	6302 S AUTUMN COVE	4731 BAYOU LN
10535 AMADOR PEAK DR	6303 S AUTUMN COVE	4806 BAYOU LN
10538 AMADOR PEAK DR	6310 S AUTUMN COVE	4807 BAYOU LN
10602 AMADOR PEAK DR	6311 S AUTUMN COVE	4814 BAYOU LN
10603 AMADOR PEAK DR	6318 S AUTUMN COVE	4815 BAYOU LN
10606 AMADOR PEAK DR	6319 S AUTUMN COVE	4822 BAYOU LN
10607 AMADOR PEAK DR	6326 S AUTUMN COVE	4823 BAYOU LN
10610 AMADOR PEAK DR	6327 S AUTUMN COVE	4830 BAYOU LN
10611 AMADOR PEAK DR	6334 S AUTUMN COVE	4831 BAYOU LN
10614 AMADOR PEAK DR	6335 S AUTUMN COVE	4906 BAYOU LN
10615 AMADOR PEAK DR	2503 BANNER PEAK DR	4907 BAYOU LN
10618 AMADOR PEAK DR	2507 BANNER PEAK DR	4914 BAYOU LN
10619 AMADOR PEAK DR	2507 BANNER PEAK DR	4915 BAYOU LN
10622 AMADOR PEAK DR	2511 BANNER PEAK DR	4922 BAYOU LN
10623 AMADOR PEAK DR	2512 BANNER PEAK DR	4923 BAYOU LN
10626 AMADOR PEAK DR	2515 BANNER PEAK DR	4930 BAYOU LN
10627 AMADOR PEAK DR	2516 BANNER PEAK DR	4931 BAYOU LN
10630 AMADOR PEAK DR	2519 BANNER PEAK DR	5006 BAYOU LN
10631 AMADOR PEAK DR	2523 BANNER PEAK DR	5007 BAYOU LN
10634 AMADOR PEAK DR	8802 BATEMAN BLVD 8803 BATEMAN BLVD	5014 BAYOU LN
10635 AMADOR PEAK DR 10639 AMADOR PEAK DR	8803 BATEMAN BLVD 8810 BATEMAN BLVD	5015 BAYOU LN
10702 AMADOR PEAK DR	8811 BATEMAN BLVD	5022 BAYOU LN 5023 BAYOU LN
10702 AMADOR PEAK DR 10703 AMADOR PEAK DR	8818 BATEMAN BLVD	5030 BAYOU LN
10703 AMADOR PEAK DR	8819 BATEMAN BLVD	5030 BAYOU LN
10700 AMADOR PEAK DR	8826 BATEMAN BLVD	2409 BEAR CREEK DR
10710 AMADOR PEAK DR	8827 BATEMAN BLVD	2410 BEAR CREEK DR
10711 AMADOR PEAK DR	8834 BATEMAN BLVD	2413 BEAR CREEK DR
10714 AMADOR PEAK DR	8835 BATEMAN BLVD	2414 BEAR CREEK DR
10715 AMADOR PEAK DR	8842 BATEMAN BLVD	2417 BEAR CREEK DR
10718 AMADOR PEAK DR	8843 BATEMAN BLVD	2418 BEAR CREEK DR
10719 AMADOR PEAK DR	8902 BATEMAN BLVD	2421 BEAR CREEK DR
10722 AMADOR PEAK DR	8903 BATEMAN BLVD	2422 BEAR CREEK DR
10723 AMADOR PEAK DR	8910 BATEMAN BLVD	2425 BEAR CREEK DR
10727 AMADOR PEAK DR	8911 BATEMAN BLVD	2426 BEAR CREEK DR
10731 AMADOR PEAK DR	8918 BATEMAN BLVD	2429 BEAR CREEK DR
10803 AMADOR PEAK DR	8919 BATEMAN BLVD	2430 BEAR CREEK DR
10807 AMADOR PEAK DR	8926 BATEMAN BLVD	2433 BEAR CREEK DR
10810 AMADOR PEAK DR	8927 BATEMAN BLVD	2434 BEAR CREEK DR
10811 AMADOR PEAK DR	8934 BATEMAN BLVD	2437 BEAR CREEK DR
10814 AMADOR PEAK DR	8935 BATEMAN BLVD	2438 BEAR CREEK DR
10815 AMADOR PEAK DR	8942 BATEMAN BLVD	2441 BEAR CREEK DR
10818 AMADOR PEAK DR	8943 BATEMAN BLVD	2442 BEAR CREEK DR
10819 AMADOR PEAK DR	4602 BAYOU LN	2446 BEAR CREEK DR
10304 AMES BLVD	4607 BAYOU LN	2450 BEAR CREEK DR
10330 AMES BLVD	4614 BAYOU LN	10502 BEAR POINT CT
		24

		COAO BROOK DR. Item 6.
10503 BEAR POINT CT	10402 BIRCH PEAK DR	6210 BROOK DR
10506 BEAR POINT CT	10405 BIRCH PEAK DR	6211 BROOK DR
10507 BEAR POINT CT	10406 BIRCH PEAK DR	6218 BROOK DR
10510 BEAR POINT CT	10409 BIRCH PEAK DR	6219 BROOK DR
10511 BEAR POINT CT	10410 BIRCH PEAK DR	6226 BROOK DR
1802 BENDING GREEN DR	10413 BIRCH PEAK DR	6227 BROOK DR
1806 BENDING GREEN DR	10414 BIRCH PEAK DR	2934 BULLARD RD
1809 BENDING GREEN DR	10417 BIRCH PEAK DR	2938 BULLARD RD 3102 BULLARD RD
1810 BENDING GREEN DR 1813 BENDING GREEN DR	10418 BIRCH PEAK DR 10421 BIRCH PEAK DR	3102 BULLARD RD
1814 BENDING GREEN DR	10421 BIRCH PEAK DR	3106 BULLARD RD
1817 BENDING GREEN DR	1601 BLACK OAK DR	1803 -A CAPRI RIDGE DR
1818 BENDING GREEN DR	1605 BLACK OAK DR	1803 -B CAPRI RIDGE DR
1821 BENDING GREEN DR	1609 BLACK OAK DR	1805 -A CAPRI RIDGE DR
1822 BENDING GREEN DR	1613 BLACK OAK DR	1805 -B CAPRI RIDGE DR
1825 BENDING GREEN DR	1617 BLACK OAK DR	1807 CAPRI RIDGE DR
1826 BENDING GREEN DR	1621 BLACK OAK DR	1809 CAPRI RIDGE DR
1829 BENDING GREEN DR	1625 BLACK OAK DR	1811 CAPRI RIDGE DR
1830 BENDING GREEN DR	1629 BLACK OAK DR	1813 -A CAPRI RIDGE DR
1833 BENDING GREEN DR	10803 BODIE HILLS DR	1813 -B CAPRI RIDGE DR
1834 BENDING GREEN DR	10806 BODIE HILLS DR	1815 -A CAPRI RIDGE DR
1838 BENDING GREEN DR	10807 BODIE HILLS DR	1815 -B CAPRI RIDGE DR
1842 BENDING GREEN DR	10810 BODIE HILLS DR	10103 CARSON SPRINGS DR
1910 BENDING GREEN DR	10811 BODIE HILLS DR	10107 CARSON SPRINGS DR
1914 BENDING GREEN DR	10814 BODIE HILLS DR	10111 CARSON SPRINGS DR
1915 BENDING GREEN DR	10815 BODIE HILLS DR	10502 CASCADE CREEK DR
1918 BENDING GREEN DR	10818 BODIE HILLS DR	10503 CASCADE CREEK DR
1919 BENDING GREEN DR	10819 BODIE HILLS DR	10506 CASCADE CREEK DR
1922 BENDING GREEN DR	10822 BODIE HILLS DR	10507 CASCADE CREEK DR
1923 BENDING GREEN DR	10823 BODIE HILLS DR	10510 CASCADE CREEK DR
1926 BENDING GREEN DR	10826 BODIE HILLS DR	10511 CASCADE CREEK DR
1927 BENDING GREEN DR	10827 BODIE HILLS DR	10514 CASCADE CREEK DR
1930 BENDING GREEN DR	10830 BODIE HILLS DR	10515 CASCADE CREEK DR
1931 BENDING GREEN DR	10831 BODIE HILLS DR	10603 CASCADE CREEK DR
1934 BENDING GREEN DR	10834 BODIE HILLS DR	10607 CASCADE CREEK DR
1935 BENDING GREEN DR	10835 BODIE HILLS DR	10610 CASCADE CREEK DR
1938 BENDING GREEN DR	10838 BODIE HILLS DR	10611 CASCADE CREEK DR
1939 BENDING GREEN DR	10839 BODIE HILLS DR	10614 CASCADE CREEK DR
1942 BENDING GREEN DR	10842 BODIE HILLS DR	10615 CASCADE CREEK DR
1946 BENDING GREEN DR	10843 BODIE HILLS DR	10618 CASCADE CREEK DR
1950 BENDING GREEN DR	10846 BODIE HILLS DR	10619 CASCADE CREEK DR
1954 BENDING GREEN DR	10847 BODIE HILLS DR	10622 CASCADE CREEK DR
3308 BIJOU RUE	10850 BODIE HILLS DR	10623 CASCADE CREEK DR
3340 BIJOU RUE	10851 BODIE HILLS DR	10627 CASCADE CREEK DR
3348 BIJOU RUE	10854 BODIE HILLS DR	10630 CASCADE CREEK DR
10302 BIRCH PEAK DR	2401 BRICH MANOR DR	10631 CASCADE CREEK DR
10306 BIRCH PEAK DR	2405 BRICH MANOR DR	10634 CASCADE CREEK DR
10310 BIRCH PEAK DR	2409 BRICH MANOR DR	10635 CASCADE CREEK DR
10311 BIRCH PEAK DR	2410 BRICH MANOR DR	10638 CASCADE CREEK DR
10314 BIRCH PEAK DR	2412 BRICH MANOR DR	10639 CASCADE CREEK DR
10315 BIRCH PEAK DR	2413 BRICH MANOR DR	10642 CASCADE CREEK DR
10318 BIRCH PEAK DR	2414 BRICH MANOR DR	10643 CASCADE CREEK DR
10319 BIRCH PEAK DR	2417 BRICH MANOR DR	10647 CASCADE CREEK DR
10322 BIRCH PEAK DR	2418 BRICH MANOR DR	10648 CASCADE CREEK DR
10323 BIRCH PEAK DR	6203 BROOK DR	10651 CASCADE CREEK DR
10401 BIRCH PEAK DR	6206 BROOK DR	10652 CASCADE CREEK

Item 6.

10655 CASCADE CREEK DR	11013 CATHEDRAL PEAK DR	6610 CLARA LN
10656 CASCADE CREEK DR	11017 CATHEDRAL PEAK DR	6618 CLARA LN
10659 CASCADE CREEK DR	11021 CATHEDRAL PEAK DR	6627 CLARA LN
10660 CASCADE CREEK DR	11025 CATHEDRAL PEAK DR	6631 CLARA LN
1203 CASCADE HILLS DR	10510 CELESTE RD	6635 CLARA LN
1207 CASCADE HILLS DR	4002 CHANCE LN	6703 CLARA LN
1211 CASCADE HILLS DR	4002 -A CHANCE LN	6714 CLARA LN
1215 CASCADE HILLS DR	4003 CHANCE LN	6715 CLARA LN
1219 CASCADE HILLS DR	4010 CHANCE LN	6719 CLARA LN
1223 CASCADE HILLS DR	4011 CHANCE LN	6722 CLARA LN
1227 CASCADE HILLS DR	4018 CHANCE LN	6723 CLARA LN
1231 CASCADE HILLS DR	4019 CHANCE LN	6726 CLARA LN
1235 CASCADE HILLS DR	4102 CHANCE LN	6731 CLARA LN
1239 CASCADE HILLS DR	4103 CHANCE LN	6800 CLARA LN
1302 CASCADE HILLS DR	4107 CHANCE LN	6802 CLARA LN
1303 CASCADE HILLS DR	4110 CHANCE LN	6811 CLARA LN
1306 CASCADE HILLS DR	4111 CHANCE LN	6812 CLARA LN
1307 CASCADE HILLS DR	4118 CHANCE LN	6814 CLARA LN
1310 CASCADE HILLS DR	4119 CHANCE LN	6818 CLARA LN
1311 CASCADE HILLS DR	4202 CHANCE LN	6818 CLARA LN
1314 CASCADE HILLS DR	4203 CHANCE LN	6819 CLARA LN
1315 CASCADE HILLS DR	4210 CHANCE LN	6822 CLARA LN
1318 CASCADE HILLS DR	4211 CHANCE LN	6823 CLARA LN
1319 CASCADE HILLS DR	4218 CHANCE LN	6824 CLARA LN
1322 CASCADE HILLS DR	4219 CHANCE LN	10702 CLIFFS VIEW DR
1323 CASCADE HILLS DR	4302 CHANCE LN	10706 CLIFFS VIEW DR
1326 CASCADE HILLS DR	4303 CHANCE LN	10710 CLIFFS VIEW DR
1327 CASCADE HILLS DR	4305 CHANCE LN	10714 CLIFFS VIEW DR
1331 CASCADE HILLS DR	4307 CHANCE LN	10718 CLIFFS VIEW DR
1402 CASCADE HILLS DR	4310 CHANCE LN	10719 CLIFFS VIEW DR
1403 CASCADE HILLS DR	3208 CHENE RUE	10722 CLIFFS VIEW DR
1406 CASCADE HILLS DR	1903 CHIANTI GROVE LN	10723 CLIFFS VIEW DR
1407 CASCADE HILLS DR	1905 CHIANTI GROVE LN	10726 CLIFFS VIEW DR
1410 CASCADE HILLS DR	1907 CHIANTI GROVE LN	10727 CLIFFS VIEW DR
1411 CASCADE HILLS DR	1909 CHIANTI GROVE LN	10730 CLIFFS VIEW DR
1415 CASCADE HILLS DR	1911 CHIANTI GROVE LN	10731 CLIFFS VIEW DR
1419 CASCADE HILLS DR	1913 CHIANTI GROVE LN	10734 CLIFFS VIEW DR
1423 CASCADE HILLS DR	1915 CHIANTI GROVE LN	10735 CLIFFS VIEW DR
1427 CASCADE HILLS DR	2002 CHIANTI GROVE LN	10738 CLIFFS VIEW DR
1431 CASCADE HILLS DR	2003 -A CHIANTI GROVE LN	10739 CLIFFS VIEW DR
10801 CATHEDRAL PEAK DR	2003 -B CHIANTI GROVE LN	10742 CLIFFS VIEW DR
10805 CATHEDRAL PEAK DR	2004 CHIANTI GROVE LN	10743 CLIFFS VIEW DR
10809 CATHEDRAL PEAK DR	2005 CHIANTI GROVE LN	10746 CLIFFS VIEW DR
10813 CATHEDRAL PEAK DR	2006 CHIANTI GROVE LN	10750 CLIFFS VIEW DR
10817 CATHEDRAL PEAK DR	2007 CHIANTI GROVE LN	10802 CLIFFS VIEW DR
10821 CATHEDRAL PEAK DR	2008 -A CHIANTI GROVE LN	10803 CLIFFS VIEW DR
10825 CATHEDRAL PEAK DR	2008 -B CHIANTI GROVE LN	10806 CLIFFS VIEW DR
10901 CATHEDRAL PEAK DR	2009 CHIANTI GROVE LN	10807 CLIFFS VIEW DR
10905 CATHEDRAL PEAK DR	2010 -A CHIANTI GROVE LN	10810 CLIFFS VIEW DR
10909 CATHEDRAL PEAK DR	2010 -B CHIANTI GROVE LN	10811 CLIFFS VIEW DR
10917 CATHEDRAL PEAK DR	2011 CHIANTI GROVE LN	10814 CLIFFS VIEW DR
10921 CATHEDRAL PEAK DR	2013 CHIANTI GROVE LN	10815 CLIFFS VIEW DR
10925 CATHEDRAL PEAK DR	2015 CHIANTI GROVE LN	10818 CLIFFS VIEW DR
11001 CATHEDRAL PEAK DR	2017 CHIANTI GROVE LN	10819 CLIFFS VIEW DR
11005 CATHEDRAL PEAK DR	6603 CLARA LN	10822 CLIFFS VIEW DR
11009 CATHEDRAL PEAK DR	6606 CLARA LN	10823 CLIFFS VIEW DR
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

10826 CLIFFS VIEW DR	4807 COLONY LN	11614 COUNTRYSIDE Item 6.
10827 CLIFFS VIEW DR	4814 COLONY LN	11619 COUNTRYSIDE DR
10830 CLIFFS VIEW DR	4815 COLONY LN	11626 COUNTRYSIDE DR
10831 CLIFFS VIEW DR	4822 COLONY LN	11701 COUNTRYSIDE DR
10834 CLIFFS VIEW DR	4823 COLONY LN	11707 COUNTRYSIDE DR
10835 CLIFFS VIEW DR	4830 COLONY LN	11708 COUNTRYSIDE DR
10838 CLIFFS VIEW DR	4831 COLONY LN	11715 COUNTRYSIDE DR
10839 CLIFFS VIEW DR	4906 COLONY LN	11719 COUNTRYSIDE DR
10842 CLIFFS VIEW DR	4907 COLONY LN	11725 COUNTRYSIDE DR
10843 CLIFFS VIEW DR	4914 COLONY LN	11726 COUNTRYSIDE DR
10846 CLIFFS VIEW DR	4915 COLONY LN	11806 COUNTRYSIDE DR
10847 CLIFFS VIEW DR	4922 COLONY LN	11811 COUNTRYSIDE DR
10850 CLIFFS VIEW DR	4922 COLONY LN	11814 COUNTRYSIDE DR
10851 CLIFFS VIEW DR	4923 COLONY LN	11815 COUNTRYSIDE DR
10852 -1/2 CLIFFS VIEW DR	4930 COLONY LN	11819 COUNTRYSIDE DR
10855 CLIFFS VIEW DR	4931 COLONY LN	11824 COUNTRYSIDE DR
10501 CLOUDS REST DR	5003 COLONY LOOP	11825 COUNTRYSIDE DR
10505 CLOUDS REST DR	5006 COLONY LN	11901 COUNTRYSIDE DR
10509 CLOUDS REST DR	5007 COLONY LN	11914 COUNTRYSIDE DR
10513 CLOUDS REST DR	5014 COLONY LN	1222 CR 190
10517 CLOUDS REST DR	5015 COLONY LN	1508 CR 190
10521 CLOUDS REST DR	5022 COLONY LN	1716 CR 190
10525 CLOUDS REST DR	5023 COLONY LN	1776 CR 190
10601 CLOUDS REST DR	5030 COLONY LN	1840 CR 190
10605 CLOUDS REST DR	5031 COLONY LN	1950 CR 190
10609 CLOUDS REST DR	2311 COLONY COVE DR	2917 CR 190
10701 CLOUDS REST DR	2322 COLONY COVE DR	3002 CR 190
10705 CLOUDS REST DR	1802 CORSICA CREEK LN	3006 CR 190
10709 CLOUDS REST DR	1804 CORSICA CREEK LN	3010 CR 190
9202 COLERIDGE DR	1806 -A CORSICA CREEK LN	3014 CR 190
9203 COLERIDGE DR	1806 -B CORSICA CREEK LN	3018 CR 190
9206 COLERIDGE DR	1808 -A CORSICA CREEK LN	3102 CR 190
9207 COLERIDGE DR 9210 COLERIDGE DR	1808 -B CORSICA CREEK LN	3106 CR 190
9210 COLERIDGE DR 9211 COLERIDGE DR	1810 CORSICA CREEK LN	3110 CR 190 3114 CR 190
9211 COLERIDGE DR 9214 COLERIDGE DR	1812 CORSICA CREEK LN 1814 CORSICA CREEK LN	3114 CR 190 3118 CR 190
9215 COLERIDGE DR	1816 CORSICA CREEK LN	3300 CR 190
9219 COLERIDGE DR	1902 CORSICA CREEK LN	3300 CR 190
9223 COLERIDGE DR	1904 CORSICA CREEK LN	3300 CR 190
9227 COLERIDGE DR	1906 -A CORSICA CREEK LN	3406 CR 190
9231 COLERIDGE DR	1906 -B CORSICA CREEK LN	3410 CR 190
9235 COLERIDGE DR	1910 CORSICA CREEK LN	3420 CR 190
4606 COLONY LN	1912 CORSICA CREEK LN	3510 CR 190
4614 COLONY LN	10301 COSTA TERRACE DR	3560 CR 190
4615 COLONY LN	10303 COSTA TERRACE DR	3602 CR 190
4622 COLONY LN	10305 COSTA TERRACE DR	3638 CR 190
4623 COLONY LN	10306 COSTA TERRACE DR	3642 CR 190
4706 COLONY LN	10307 COSTA TERRACE DR	3809 CR 190
4707 COLONY LN	10308 COSTA TERRACE DR	3815 CR 190
4714 COLONY LN	10309 -A COSTA TERRACE DR	3823 CR 190
4715 COLONY LN	10309 -B COSTA TERRACE DR	4102 CR 190
4722 COLONY LN	10310 COSTA TERRACE DR	4102 CR 190
4723 COLONY LN	10311 COSTA TERRACE DR	4104 CR 190
1720 COLONV LN	10212 COSTA TEDDACE DD	4106 CD 100

10312 COSTA TERRACE DR

10313 COSTA TERRACE DR

10314 COSTA TERRACE DR

4730 COLONY LN

4731 COLONY LN

4806 COLONY LN

4106 CR 190

4110 CR 190

4118 CR 190

4420 CR 190	4997 CR 418	1010 CR 54
1207 CR 382	5001 CR 418	1032 CR 54
1215 CR 382	5005 CR 418	1054 CR 54
1301 CR 382	5005 CR 418	2702 CR 549
1403 CR 382	5011 CR 418	2702 CR 549
1405 CR 382	5203 CR 418	2705 CR 549
1409 CR 382	12505 CR 421	2710 CR 549
1411 CR 382	12512 CR 421	2726 CR 549
1425 CR 382	12521 CR 421	2730 CR 549
1510 CR 382	12524 CR 421	2730 CR 549
1528 CR 382	12525 CR 421	2731 CR 549
7045 CR 383	12526 CR 421	2735 CR 549
7156 CR 383	12530 CR 421	2736 CR 549
7209 CR 383	6030 CR 48	2802 CR 549
7217 CR 383	6202 CR 48	2810 CR 549
7295 CR 383	6208 CR 48	2811 CR 549
7315 CR 383	6210 CR 48	2812 CR 549
7707 CR 383	6218 CR 48	2826 CR 549
7711 CR 383	6226 CR 48	2827 CR 549
7715 CR 383	6310 CR 48	2835 CR 549
7723 CR 383	6318 CR 48 6326 CR 48	2842 CR 549 2842 -A CR 549
7818 CR 383 7821 CR 383	6334 CR 48	2843 CR 549
7822 CR 383	6334 CR 46 6420 CR 48	938 CR 55
7826 CR 383	10223 CR 48	939 CR 55
7830 CR 383	10240 CR 48	941 CR 55
7878 CR 383	10311 CR 48	1101 CR 55
7903 CR 383	10331 CR 48	1102 CR 55
7921 CR 383	10423 CR 48	1108 CR 55
4202 CR 418	10424 CR 48	1111 CR 55
4402 CR 418	10506 CR 48	1407 CR 55
4408 CR 418	10506 CR 48	1510 CR 55
4410 CR 418	10506 CR 48	1602 CR 55
4411 CR 418	10506 CR 48	1801 CR 55
4503 CR 418	10507 CR 48	1902 CR 55
4511 CR 418	10715 CR 48	1910 CR 55
4602 CR 418	10815 CR 48	1100 CR 552
4614 CR 418	10819 CR 48	1110 CR 552
4630 CR 418	10823 CR 48	1202 CR 552
4635 CR 418	10823 CR 48	1210 CR 552
4643 CR 418	10825 CR 48	1302 CR 552
4702 CR 418	10827 CR 48	1902 CR 56
4704 CR 418	10829 CR 48	3020 CR 56
4707 CR 418	11204 CR 48	1615 CR 57
4710 CR 418	11204 -B CR 48	1701 CR 57
4711 CR 418	11204 -A CR 48	1711 CR 57
4715 CR 418	11606 CR 48	1715 CR 57
4808 CR 418	11623 CR 48	1737 CR 57
4865 CR 418	12436 CR 48	1803 CR 57
4875 CR 418	12502 CR 48	1804 CR 57
4939 CR 418	12650 CR 48	2103 CR 57
4973 CR 418	12651 CR 48	2110 CR 57
4979 CR 418	12654 CR 48	2118 CR 57
4983 CR 418	12658 CR 48	2126 CR 57
4985 CR 418	12706 CR 48	2138 CR 57
4993 CR 418	12902 CR 48	2140 CR 57

2142 CR 57	2740 CR 63	13254 CR 65
2150 CR 57	2807 CR 63	13530 CR 65
2154 CR 57	2808 CR 63	13540 CR 65
2202 CR 57	2930 CR 63	10302 CR 67
2210 CR 57	3510 CR 63	10310 CR 67
2218 CR 57	3520 CR 63	10318 CR 67
2226 CR 57	3530 CR 63	10326 CR 67
2238 CR 57	3608 CR 63	10402 CR 67
2238 CR 57	3610 CR 63	10410 CR 67
2242 CR 57	3632 CR 63	10418 CR 67
2201 CR 573	3640 CR 63	10426 CR 67
3132 CR 61	3750 CR 63	10502 CR 67
3212 CR 61	3757 CR 63	10510 CR 67
3300 CR 61	3760 CR 63	10518 CR 67
3315 CR 61	3763 CR 63	10526 CR 67
3325 CR 61	3802 CR 63	10602 CR 67
3339 CR 61	3810 CR 63	10610 CR 67
3400 CR 61	3902 CR 63	10618 CR 67
3716 CR 61	3920 CR 63	10702 CR 67
3720 CR 61	4002 CR 63	10710 CR 67
3750 CR 61 3780 CR 61	1001 CR 64 1002 CR 64	10712 CR 67 10718 CR 67
1101 CR 62	1002 CR 64 1171 CR 64	10716 CR 67 10736 CR 67
1101 CR 62 1103 CR 62	1200 CR 64	10736 CR 67 10802 CR 67
1110 CR 62	1200 CR 64 1293 CR 64	10810 CR 67
1110 CR 62	1610 CR 64	10818 CR 67
1120 CR 62	2115 CR 64	10910 CR 67
1123 CR 62	2113 CR 64 2125 CR 64	10911 CR 67
1133 CR 62	2227 CR 64	2504 CR 758
1202 CR 62	2227 CR 64	2505 CR 758
1207 CR 62	2535 CR 64	2508 CR 758
1207 GR 62	2585 CR 64	2510 CR 758
1209 CR 62	2603 CR 64	10502 CR 786
1211 CR 62	2617 CR 64	10503 CR 786
2360 CR 62	2811 CR 64	10504 CR 786
2360 CR 62	4316 CR 64	10511 CR 786
2630 CR 62	4322 CR 64	10519 CR 786
2634 CR 62	4338 CR 64	10603 CR 786
3609 CR 62	4410 CR 64	10611 CR 786
3610 CR 62	4520 CR 64	10619 CR 786
3625 CR 62	4520 -A CR 64	10703 CR 786
1305 CR 63	4750 CR 64	10711 CR 786
1306 CR 63	11603 CR 65	10722 CR 786
1311 CR 63	11629 CR 65	10803 CR 786
1312 CR 63	11631 CR 65	10811 CR 786
1401 CR 63	11633 CR 65	10912 CR 786
1409 CR 63	12312 CR 65	8030 CR 80
1410 CR 63	12316 CR 65	2903 CR 81
1522 CR 63	12416 CR 65	2927 CR 81
2423 CR 63	13002 CR 65	3015 CR 81
2510 CR 63	13103 CR 65	3027 CR 81
2525 CR 63	13107 CR 65	3031 CR 81
2602 CR 63	13111 CR 65	3105 CR 81
2606 CR 63	13112 CR 65	3111 CR 81
2630 CR 63	13132 CR 65	3121 CR 81
2710 CR 63	13140 CR 65	3125 CR 81

		1740 DADIAUN CEDAG Item 6.
3131 CR 81	6210 CRYSTAL COVE	1740 DARWIN CEDAR
3141 CR 81	6211 CRYSTAL COVE	1742 DARWIN CEDAR DR
3233 CR 81	6219 CRYSTAL COVE	1601 DIAMOND MOUNTAIN DR
3423 CR 81	6226 CRYSTAL COVE	1605 DIAMOND MOUNTAIN DR
3503 CR 81	6227 CRYSTAL COVE	1609 DIAMOND MOUNTAIN DR
3511 CR 81	10140 CRYSTAL VIEW DR	1610 DIAMOND MOUNTAIN DR
3515 CR 81	10233 CRYSTAL VIEW DR 10239 CRYSTAL VIEW DR	1613 DIAMOND MOUNTAIN DR
3525 CR 81	10239 CRYSTAL VIEW DR 10305 CRYSTAL VIEW DR	1614 DIAMOND MOUNTAIN DR
4603 CR 81		1617 DIAMOND MOUNTAIN DR
4615 CR 81	10305 CRYSTAL VIEW DR	1618 DIAMOND MOUNTAIN DR
4627 CR 81 4701 CR 81	10305 CRYSTAL VIEW DR 10315 CRYSTAL VIEW DR	1621 DIAMOND MOUNTAIN DR 1622 DIAMOND MOUNTAIN DR
4931 CR 81	10313 CRYSTAL VIEW DR 10704 -1/2 CRYSTAL VIEW DR	1625 DIAMOND MOUNTAIN DR
4931 CR 81	10704 - 1/2 CRYSTAL VIEW DR 10705 - 1/2 CRYSTAL VIEW DR	1626 DIAMOND MOUNTAIN DR
2341 CR 956	10736 -1/2 CRYSTAL VIEW DR	1630 DIAMOND MOUNTAIN DR
2347 CR 956 2347 CR 956	10736 - 1/2 CRYSTAL VIEW DR 10802 - 1/2 CRYSTAL VIEW DR	1701 DIAMOND MOUNTAIN DR
2353 CR 956	10805 CRYSTAL VIEW DR	1701 DIAMOND MOUNTAIN DR
2495 CR 956	6107 CUT THRU ALLEY	1702 DIAMOND MOUNTAIN DR
2499 CR 956	6110 CUT THRU ALLEY	1706 DIAMOND MOUNTAIN DR
2499 CR 956 2503 CR 956	6111 CUT THRU ALLEY	1709 DIAMOND MOUNTAIN DR
2507 CR 956	6114 CUT THRU ALLEY	1710 DIAMOND MOUNTAIN DR
2507 CR 956 2509 CR 956	6115 CUT THRU ALLEY	1713 DIAMOND MOUNTAIN DR
2511 CR 956	6118 CUT THRU ALLEY	1602 DOLORES ST
2517 CR 956 2517 CR 956	6119 CUT THRU ALLEY	1602 DOLORES ST
2603 CR 956	1601 DARWIN CEDAR DR	1606 DOLORES ST
2611 CR 956	1602 DARWIN CEDAR DR	1607 DOLORES ST
2615 CR 956	1604 DARWIN CEDAR DR	1610 DOLORES ST
2619 CR 956	1605 DARWIN CEDAR DR	1611 DOLORES ST
2714 CR 956	1606 DARWIN CEDAR DR	1614 DOLORES ST
2802 CR 956	1609 DARWIN CEDAR DR	1615 DOLORES ST
2806 CR 956	1610 DARWIN CEDAR DR	1618 DOLORES ST
2810 CR 956	1613 DARWIN CEDAR DR	1619 DOLORES ST
2815 CR 956	1614 DARWIN CEDAR DR	1622 DOLORES ST
2816 CR 956	1617 DARWIN CEDAR DR	1623 DOLORES ST
2817 CR 956	1618 DARWIN CEDAR DR	1626 DOLORES ST
2818 CR 956	1621 DARWIN CEDAR DR	1627 DOLORES ST
2826 CR 956	1622 DARWIN CEDAR DR	1630 DOLORES ST
2832 CR 956	1625 DARWIN CEDAR DR	1631 DOLORES ST
2835 CR 956	1626 DARWIN CEDAR DR	1634 DOLORES ST
6625 CR 958	1629 DARWIN CEDAR DR	1635 DOLORES ST
6703 CR 958	1630 DARWIN CEDAR DR	1702 DOLORES ST
6705 CR 958	1632 DARWIN CEDAR DR	1703 DOLORES ST
6707 CR 958	1634 DARWIN CEDAR DR	1706 DOLORES ST
6709 CR 958	1701 DARWIN CEDAR DR	1707 DOLORES ST
6715 CR 958	1702 DARWIN CEDAR DR	1710 DOLORES ST
6796 CR 958	1705 DARWIN CEDAR DR	1711 DOLORES ST
6808 CR 958	1706 DARWIN CEDAR DR	1714 DOLORES ST
6810 CR 958	1709 DARWIN CEDAR DR	1715 DOLORES ST
10602 CRESCENT PEAK CT	1710 DARWIN CEDAR DR	1718 DOLORES ST
10603 CRESCENT PEAK CT	1714 DARWIN CEDAR DR	1719 DOLORES ST
10606 CRESCENT PEAK CT	1718 DARWIN CEDAR DR	1722 DOLORES ST
10607 CRESCENT PEAK CT	1722 DARWIN CEDAR DR	1723 DOLORES ST
10610 CRESCENT PEAK CT	1726 DARWIN CEDAR DR	1726 DOLORES ST
10611 CRESCENT PEAK CT	1730 DARWIN CEDAR DR	1727 DOLORES ST
6202 CDVCTAL COVE	1724 DADWIN CEDAD DD	1720 DOLODES ST

1734 DARWIN CEDAR DR

1738 DARWIN CEDAR DR

6202 CRYSTAL COVE 6203 CRYSTAL COVE 1730 DOLORES ST

1731 DOLORES ST

1734 DOLORES ST	4413 EDWARD LN	2417 GODDARD GREE Item 6.
6018 DOREEN DR	4414 EDWARD LN	2418 GODDARD GREEN DR
6019 DOREEN DR	4419 EDWARD LN	2421 GODDARD GREEN DR
6022 DOREEN DR	2024 EZELL DR	2422 GODDARD GREEN DR
6023 DOREEN DR	2028 EZELL DR	2425 GODDARD GREEN DR
6026 DOREEN DR	2032 EZELL DR	2429 GODDARD GREEN DR
3304 DWAYNE RD	2036 EZELL DR	2430 GODDARD GREEN DR
3305 DWAYNE RD	2040 EZELL DR	2433 GODDARD GREEN DR
3312 DWAYNE RD	2044 EZELL DR	2434 GODDARD GREEN DR
3318 DWAYNE RD	2048 EZELL DR	2437 GODDARD GREEN DR
3324 DWAYNE RD	2052 EZELL DR	2438 GODDARD GREEN DR
3325 DWAYNE RD	10302 -A FLORENCE SPRINGS	2441 GODDARD GREEN DR
3406 DWAYNE RD	DR	2442 GODDARD GREEN DR
3412 DWAYNE RD	10302 -B FLORENCE SPRINGS	2445 GODDARD GREEN DR
3413 DWAYNE RD	DR	2446 GODDARD GREEN DR
3504 DWAYNE RD	10304 -A FLORENCE SPRINGS	2449 GODDARD GREEN DR
1302 EAGLE PASS DR	DR	2450 GODDARD GREEN DR
1306 EAGLE PASS DR	10304 -B FLORENCE SPRINGS	2453 GODDARD GREEN DR
1310 EAGLE PASS DR	DR	2454 GODDARD GREEN DR
1311 EAGLE PASS DR	10306 FLORENCE SPRINGS DR	2457 GODDARD GREEN DR
1314 EAGLE PASS DR	10308 FLORENCE SPRINGS DR	2458 GODDARD GREEN DR
1315 EAGLE PASS DR	1111 S FORK LN	15102 GRAND BLVD
1318 EAGLE PASS DR	1202 S FORK LN	15103 GRAND BLVD
1319 EAGLE PASS DR	1203 S FORK LN	15107 GRAND BLVD
1322 EAGLE PASS DR	1206 S FORK LN	15110 GRAND BLVD
1323 EAGLE PASS DR	1207 S FORK LN	15111 GRAND BLVD
1326 EAGLE PASS DR	1215 S FORK LN	15114 GRAND BLVD
1327 EAGLE PASS DR	1221 S FORK LN	15114 GRAND BLVD
1330 EAGLE PASS DR	1301 S FORK LN	15118 GRAND BLVD
1331 EAGLE PASS DR	1302 S FORK LN	15119 GRAND BLVD
1334 EAGLE PASS DR	1306 S FORK LN	15122 GRAND BLVD
1335 EAGLE PASS DR	1307 S FORK LN	15122 GRAND BLVD
1338 EAGLE PASS DR	1310 S FORK LN	15127 GRAND BLVD
1339 EAGLE PASS DR	6110 GAY ST	15130 GRAND BLVD
1342 EAGLE PASS DR	6111 GAY ST	15131 GRAND BLVD
1343 EAGLE PASS DR	6114 GAY ST	15134 GRAND BLVD
1346 EAGLE PASS DR	6115 GAY ST	15135 GRAND BLVD
1347 EAGLE PASS DR	6118 GAY ST	15138 GRAND BLVD
1350 EAGLE PASS DR	6119 GAY ST	15139 GRAND BLVD
1351 EAGLE PASS DR	6122 GAY ST	15143 GRAND BLVD
1354 EAGLE PASS DR	6160 GAY ST	15203 GRAND BLVD
1358 EAGLE PASS DR	6164 GAY ST	15207 GRAND BLVD
4200 EDWARD LN	6202 GAY ST	15211 GRAND BLVD
4201 EDWARD LN	6206 GAY ST	15215 GRAND BLVD
4210 EDWARD LN	6214 GAY ST	15219 GRAND BLVD
4218 EDWARD LN	6303 GAY ST	15223 GRAND BLVD
4219 EDWARD LN	6307 GAY ST	15227 GRAND BLVD
4307 EDWARD LN	6311 GAY ST	15231 GRAND BLVD
4307 EDWARD LN	6315 GAY ST	15235 GRAND BLVD
4307 EDWARD LN	6319 GAY ST	15239 GRAND BLVD
4313 EDWARD LN	6322 GAY ST	15243 GRAND BLVD
4319 EDWARD LN	2402 GODDARD GREEN DR	15247 GRAND BLVD
4401 EDWARD LN	2406 GODDARD GREEN DR	15251 GRAND BLVD
4401 EDWARD LN 4402 EDWARD LN	2409 GODDARD GREEN DR	15251 GRAND BLVD 15310 GRAND BLVD
4407 EDWARD LN	2410 GODDARD GREEN DR	15311 GRAND BLVD
4407 EDWARD LN 4408 EDWARD LN	2413 GODDARD GREEN DR	15311 GRAND BLVD
4400 EDWARD LIN	2414 GODDARD GREEN DR	19914 GRAND DLVD

15315 GRAND BLVD	10623 GREAT BASIN DR	2623 HALF DOME [ltem
15318 GRAND BLVD	10627 GREAT BASIN DR	2626 HALF DOME DR
15319 GRAND BLVD	12825 GREEN VALLEY DR	2627 HALF DOME DR
15322 GRAND BLVD	12831 GREEN VALLEY DR	2630 HALF DOME DR
15323 GRAND BLVD	12842 GREEN VALLEY DR	2631 HALF DOME DR
15326 GRAND BLVD	12869 GREEN VALLEY DR	2634 HALF DOME DR
15327 GRAND BLVD	12875 GREEN VALLEY DR	2635 HALF DOME DR
15332 GRAND BLVD	12880 GREEN VALLEY DR	2639 HALF DOME DR
15335 GRAND BLVD	12883 GREEN VALLEY DR	5902 HAZEL DR
15338 GRAND BLVD	12888 GREEN VALLEY DR	5906 HAZEL DR
15339 GRAND BLVD	12889 GREEN VALLEY DR	5907 HAZEL DR
15343 GRAND BLVD	12896 GREEN VALLEY DR	5910 HAZEL DR
15407 GRAND BLVD	12903 GREEN VALLEY DR	5911 HAZEL DR
15411 GRAND BLVD	12904 GREEN VALLEY DR	5914 HAZEL DR
15415 GRAND BLVD	12915 GREEN VALLEY DR	5915 HAZEL DR
15419 GRAND BLVD	12920 GREEN VALLEY DR	5918 HAZEL DR
15423 GRAND BLVD	13002 GREEN VALLEY DR	5919 HAZEL DR
15427 GRAND BLVD	13003 GREEN VALLEY DR	5922 HAZEL DR
15431 GRAND BLVD	13018 GREEN VALLEY DR	5923 HAZEL DR
15435 GRAND BLVD	13034 GREEN VALLEY DR	5926 HAZEL DR
15439 GRAND BLVD	13106 GREEN VALLEY DR	5927 HAZEL DR
15443 GRAND BLVD	13106 GREEN VALLEY DR	5930 HAZEL DR
15446 GRAND BLVD	13113 GREEN VALLEY DR	5931 HAZEL DR
15447 GRAND BLVD	13114 GREEN VALLEY DR	6202 N HEATHER COVE
15451 GRAND BLVD	13117 GREEN VALLEY DR	6203 N HEATHER COVE
15455 GRAND BLVD	13119 GREEN VALLEY DR	6210 N HEATHER COVE
15459 GRAND BLVD	13122 GREEN VALLEY DR	6211 N HEATHER COVE
15463 GRAND BLVD	13126 GREEN VALLEY DR	6218 N HEATHER COVE
10902 GRANITE CHIEF DR	13209 GREEN VALLEY DR	6219 N HEATHER COVE
10906 GRANITE CHIEF DR	10301 GREENHORN LN	6226 N HEATHER COVE
10910 GRANITE CHIEF DR	10301 GREENHORN LN	6302 S HEATHER COVE
10914 GRANITE CHIEF DR	10302 GREENHORN LN	6303 S HEATHER COVE
10918 GRANITE CHIEF DR	10306 GREENHORN LN	6310 S HEATHER COVE
10922 GRANITE CHIEF DR	10309 GREENHORN LN	6311 S HEATHER COVE
10926 GRANITE CHIEF DR	10309 GREENHORN LN	6311 STIEATHER COVE
10930 GRANITE CHIEF DR	10310 GREENHORN LN	6319 S HEATHER COVE
10934 GRANITE CHIEF DR	10313 GREENHORN LN	6326 S HEATHER COVE
10938 GRANITE CHIEF DR	10317 GREENHORN LN	6327 S HEATHER COVE
10102 GRAY PINE DR	10317 GREENHORN LN	6334 S HEATHER COVE
10102 GRAT PINE DR 10103 GRAY PINE DR	10318 GREENHORN LN	6335 S HEATHER COVE
10103 GRAY PINE DR	10321 GREENHORN LN	6302 HEFFELFINGER DR
10100 GRAY PINE DR	10325 GREENHORN LN	6315 HEFFELFINGER DR
10107 GRAT PINE DR	10326 GREENHORN LN	7315 HEVIA LN
10110 GRAT PINE DR 10111 GRAY PINE DR	10329 GREENHORN LN	7313 HEVIA LN 7344 HEVIA LN
10111 GRAT PINE DR 10114 GRAY PINE DR	10329 GREENHORN LN 10330 GREENHORN LN	7544 HEVIA LN 7571 HEVIA LN
10114 GRAY PINE DR 10115 GRAY PINE DR	10333 GREENHORN LN	7571 HEVIA LIN 7575 HEVIA LIN
10602 GREAT BASIN DR	10333 GREENHORN LN	7579 HEVIA LN
10602 GREAT BASIN DR	10334 GREENHORN LN 10337 GREENHORN LN	
		7579 HEVIA LN
10606 GREAT BASIN DR	2602 HALF DOME DR	7645 HEVIA LN
10607 GREAT BASIN DR	2606 HALF DOME DR	7702 HEVIA LN
10610 GREAT BASIN DR	2610 HALF DOME DR	7810 HEVIA LN
10611 GREAT BASIN DR	2614 HALF DOME DR	7827 HEVIA LN
10614 GREAT BASIN DR	2615 HALF DOME DR	6219 HOGAN DR
10615 GREAT BASIN DR	2618 HALF DOME DR	6226 HOGAN DR
10618 GREAT BASIN DR	2619 HALF DOME DR	6230 HOGAN DR
10619 GREAT BASIN DR	2622 HALF DOME DR	6302 HOGAN DR

6306 HOGAN DR	6127 JAN DR	1203 KATHY ST
6310 HOGAN DR	6131 JAN DR	1206 KATHY ST
6314 HOGAN DR	6140 JAN DR	1207 KATHY ST
6318 HOGAN DR	6141 JAN DR	1210 KATHY ST
6322 HOGAN DR	6145 JAN DR	1211 KATHY ST
6326 HOGAN DR	6203 JAN DR	1214 KATHY ST
6330 HOGAN DR	6207 JAN DR	1215 KATHY ST
6334 HOGAN DR	6210 JAN DR	1302 KATHY ST
1702 HOMEWOOD POINT LN	6211 JAN DR	1304 KATHY ST
1703 HOMEWOOD POINT LN	6215 JAN DR	1305 KATHY ST
1706 HOMEWOOD POINT LN	5902 JANET DR	1310 KATHY ST
1707 HOMEWOOD POINT LN	5903 JANET DR	1314 KATHY ST
1710 HOMEWOOD POINT LN	5906 JANET DR	1318 KATHY ST
1714 HOMEWOOD POINT LN	5907 JANET DR	1322 KATHY ST
1718 HOMEWOOD POINT LN	5910 JANET DR	1326 KATHY ST
1722 HOMEWOOD POINT LN	5911 JANET DR	1330 KATHY ST
1802 HOMEWOOD POINT LN	5914 JANET DR	1402 KATHY ST
1806 HOMEWOOD POINT LN	5915 JANET DR	1403 KATHY ST
1810 HOMEWOOD POINT LN	5919 JANET DR	1405 KATHY ST
1811 HOMEWOOD POINT LN	5922 JANET DR	1406 KATHY ST
1814 HOMEWOOD POINT LN	5923 JANET DR	1407 KATHY ST
1815 HOMEWOOD POINT LN	5926 JANET DR	1410 KATHY ST
1818 HOMEWOOD POINT LN	5927 JANET DR	1411 KATHY ST
1819 HOMEWOOD POINT LN	5930 JANET DR	1414 KATHY ST
1822 HOMEWOOD POINT LN	5931 JANET DR	1415 KATHY ST
10200 HUMPHREYS GREEN DR	2940 JULIFF MANVEL RD	1419 KATHY ST
10201 HUMPHREYS GREEN DR	10401 JUNCTION PEAK DR	1422 KATHY ST
10202 HUMPHREYS GREEN DR	10402 JUNCTION PEAK DR	1423 KATHY ST
10203 HUMPHREYS GREEN DR	10405 JUNCTION PEAK DR	1427 KATHY ST
10203 HUMPHREYS GREEN DR	10406 JUNCTION PEAK DR	10310 KERN CANYON DR
10206 HUMPHREYS GREEN DR	10409 JUNCTION PEAK DR	10311 KERN CANYON DR
10207 HUMPHREYS GREEN DR	10410 JUNCTION PEAK DR	10314 KERN CANYON DR
10210 HUMPHREYS GREEN DR	10413 JUNCTION PEAK DR	10315 KERN CANYON DR
10211 HUMPHREYS GREEN DR	10414 JUNCTION PEAK DR	10318 KERN CANYON DR
10214 HUMPHREYS GREEN DR	10417 JUNCTION PEAK DR	10319 KERN CANYON DR
10215 HUMPHREYS GREEN DR	10418 JUNCTION PEAK DR	10322 KERN CANYON DR
10218 HUMPHREYS GREEN DR	10421 JUNCTION PEAK DR	10323 KERN CANYON DR
10219 HUMPHREYS GREEN DR	10422 JUNCTION PEAK DR	10401 KERN CANYON DR
10222 HUMPHREYS GREEN DR	10425 JUNCTION PEAK DR	10402 KERN CANYON DR
10226 HUMPHREYS GREEN DR	10426 JUNCTION PEAK DR	10405 KERN CANYON DR
10230 HUMPHREYS GREEN DR	10430 JUNCTION PEAK DR	10406 KERN CANYON DR
10234 HUMPHREYS GREEN DR	10434 JUNCTION PEAK DR	10409 KERN CANYON DR
10238 HUMPHREYS GREEN DR	10438 JUNCTION PEAK DR	10410 KERN CANYON DR
10242 HUMPHREYS GREEN DR	10442 JUNCTION PEAK DR	10413 KERN CANYON DR
10602 IOWA CIR	10446 JUNCTION PEAK DR	10414 KERN CANYON DR
10606 IOWA CIR 10610 IOWA CIR	10450 JUNCTION PEAK DR 10454 JUNCTION PEAK DR	10417 KERN CANYON DR 10418 KERN CANYON DR
9518 IOWA COLONY BLVD	10602 JUNIPER BRANCH DR	10418 KERN CANTON DR 10421 KERN CANYON DR
11619 IOWA COLONY BLVD	10602 JUNIPER BRANCH DR 10603 JUNIPER BRANCH DR	10421 KERN CANTON DR 10425 KERN CANYON DR
11623 IOWA COLONY BLVD	10603 JUNIPER BRANCH DR	1605 KINGS CANYON DR
11625 IOWA COLONY BLVD	10607 JUNIPER BRANCH DR 10611 JUNIPER BRANCH DR	10502 KINGS CAN YON DR
10411 IOWA SCHOOL RD	10615 JUNIPER BRANCH DR	10502 KINGS RIVER DR 10503 KINGS RIVER DR
6111 JAN DR	10619 JUNIPER BRANCH DR	10505 KINGS RIVER DR
6119 JAN DR	10134 KARSTEN BLVD	10500 KINGS RIVER DR
6123 JAN DR	1122 KATHY ST	10510 KINGS RIVER DR
6126 JAN DR	1127 KATHY ST	10510 KINGS KIVER DR
0.200/HV DIC	1127 10 (1111 01	130.1 MINOS MIVER DI

10514 KINGS RIVER DR	1310 LAWSON ST	1206 LOOP DR
10515 KINGS RIVER DR	1311 LAWSON ST	1306 LOOP DR
10518 KINGS RIVER DR	1314 LAWSON ST	1310 LOOP DR
10519 KINGS RIVER DR	1315 LAWSON ST	1314 LOOP DR
10522 KINGS RIVER DR	1318 LAWSON ST	1318 LOOP DR
10523 KINGS RIVER DR	1319 LAWSON ST	1318 -A LOOP DR
10527 KINGS RIVER DR	1402 LAWSON ST	1322 LOOP DR
10602 KINGS RIVER DR	1406 LAWSON ST	1326 LOOP DR
10603 KINGS RIVER DR	1410 LAWSON ST	1330 LOOP DR
10606 KINGS RIVER DR	1411 LAWSON ST	1334 LOOP DR
10607 KINGS RIVER DR	1414 LAWSON ST	1338 LOOP DR
10610 KINGS RIVER DR	1418 LAWSON ST	1402 LOOP DR
10611 KINGS RIVER DR	1422 LAWSON ST	1406 LOOP DR
10614 KINGS RIVER DR	1426 LAWSON ST	1410 LOOP DR
10615 KINGS RIVER DR	1430 LAWSON ST	1414 LOOP DR
10618 KINGS RIVER DR	10301 LEMBERD DOME DR	1418 LOOP DR
10619 KINGS RIVER DR	10305 LEMBERD DOME DR	1422 LOOP DR
10622 KINGS RIVER DR	10309 LEMBERD DOME DR	1426 LOOP DR
10623 KINGS RIVER DR	10310 LEMBERD DOME DR	1430 LOOP DR
10626 KINGS RIVER DR	10313 LEMBERD DOME DR	1433 LOOP DR
10627 KINGS RIVER DR	10314 LEMBERD DOME DR	1434 LOOP DR
10630 KINGS RIVER DR	10317 LEMBERD DOME DR	1438 LOOP DR
10631 KINGS RIVER DR	10318 LEMBERD DOME DR	1442 LOOP DR
10634 KINGS RIVER DR	10321 LEMBERD DOME DR	1446 LOOP DR
10635 KINGS RIVER DR	10322 LEMBERD DOME DR	1502 LOOP DR
10638 KINGS RIVER DR	10325 LEMBERD DOME DR	1506 LOOP DR
10642 KINGS RIVER DR	10326 LEMBERD DOME DR	1510 LOOP DR
10646 KINGS RIVER DR	10329 LEMBERD DOME DR	1514 LOOP DR
2303 LANGLEY DR	10330 LEMBERD DOME DR	1518 LOOP DR
2307 LANGLEY DR	10333 LEMBERD DOME DR	1602 LOOP DR
2311 LANGLEY DR	10334 LEMBERD DOME DR	1606 LOOP DR
2315 LANGLEY DR	10101 LODGE POLE PINE DR	1607 LOOP DR
2319 LANGLEY DR	10102 LODGE POLE PINE DR	1610 LOOP DR
2323 LANGLEY DR	10105 LODGE POLE PINE DR	1611 LOOP DR
10505 LANGLEY CLIFF DR	10106 LODGE POLE PINE DR	1614 LOOP DR
10506 LANGLEY CLIFF DR	10109 LODGE POLE PINE DR	1615 LOOP DR
10509 LANGLEY CLIFF DR	10110 LODGE POLE PINE DR	1618 LOOP DR
10510 LANGLEY CLIFF DR	10113 LODGE POLE PINE DR	1622 LOOP DR
10513 LANGLEY CLIFF DR	10114 LODGE POLE PINE DR 10117 LODGE POLE PINE DR	1623 LOOP DR
10514 LANGLEY CLIFF DR 1202 LAWSON ST	10117 LODGE POLE PINE DR 10121 LODGE POLE PINE DR	1626 LOOP DR 1627 LOOP DR
1202 LAWSON ST	1202 LONE PINE DR	1630 LOOP DR
1206 LAWSON ST	1202 LONE PINE DR	1631 LOOP DR
1200 LAWSON ST	1210 LONE PINE DR	1634 LOOP DR
1210 LAWSON ST	1214 LONE PINE DR	1635 LOOP DR
1210 LAWSON ST	1214 LONE PINE DR	1638 LOOP DR
1214 LAWSON ST	1222 LONE PINE DR	1644 LOOP DR
1214 LAWSON ST	1226 LONE PINE DR	1702 LOOP DR
1218 LAWSON ST	1230 LONE PINE DR	1702 LOOP DR
1219 LAWSON ST	1234 LONE PINE DR	1705 LOOP DR
1222 LAWSON ST	1238 LONE PINE DR	1706 LOOP DR
1223 LAWSON ST	1242 LONE PINE DR	1707 LOOP DR
1302 LAWSON ST	1246 LONE PINE DR	1710 LOOP DR
1303 LAWSON ST	1122 LOOP DR	1711 LOOP DR
1306 LAWSON ST	1126 LOOP DR	1714 LOOP DR
1307 LAWSON ST	1202 LOOP DR	1715 LOOP DR
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1718 LOOP DR	6114 MARTHA DR	10310 MATTERHORN ltem 6.
1722 LOOP DR	6116 MARTHA DR	10311 MATTERHORN DR
1723 LOOP DR	1301 MARYDEAN ST	10314 MATTERHORN DR
1726 LOOP DR	1331 MARYDEAN ST	10315 MATTERHORN DR
1727 LOOP DR	1335 MARYDEAN ST	10318 MATTERHORN DR
1730 LOOP DR	1335 MARYDEAN ST	10319 MATTERHORN DR
1731 LOOP DR	1339 MARYDEAN ST	10322 MATTERHORN DR
1734 LOOP DR	1403 MARYDEAN ST	10323 MATTERHORN DR
1738 LOOP DR	1407 MARYDEAN ST	10326 MATTERHORN DR
1739 LOOP DR	1410 MARYDEAN ST	10327 MATTERHORN DR
1742 LOOP DR	1411 MARYDEAN ST	10331 MATTERHORN DR
1743 LOOP DR	1414 MARYDEAN ST	10402 MATTERHORN DR
1746 LOOP DR	1415 MARYDEAN ST	10403 MATTERHORN DR
6107 LOOP DR	1416 MARYDEAN ST	10406 MATTERHORN DR
6111 LOOP DR	1418 MARYDEAN ST	10407 MATTERHORN DR
6115 LOOP DR	1419 MARYDEAN ST	10410 MATTERHORN DR
6119 LOOP DR	1422 MARYDEAN ST	10411 MATTERHORN DR
6202 LOOP DR	1423 MARYDEAN ST	10414 MATTERHORN DR
6207 LOOP DR 6211 LOOP DR	1426 MARYDEAN ST	10415 MATTERHORN DR 10418 MATTERHORN DR
6211 LOOP DR 6215 LOOP DR	1427 MARYDEAN ST 1430 MARYDEAN ST	10419 MATTERHORN DR
6218 LOOP DR 6218 LOOP DR	1430 MARYDEAN ST	10422 MATTERHORN DR
6218 LOOP DR 6219 LOOP DR	1506 MARYDEAN ST	10422 MATTERHORN DR 10426 MATTERHORN DR
6219 LOOP DR 6222 LOOP DR	1500 MARYDEAN ST	2601 MATTERHORN MIST DR
6223 LOOP DR	1603 MARYDEAN ST	2602 MATTERHORN MIST DR
6227 LOOP DR	1606 MARYDEAN ST	2605 MATTERHORN MIST DR
6231 LOOP DR	1607 MARYDEAN ST	2606 MATTERHORN MIST DR
6303 LOOP DR	1608 MARYDEAN ST	2609 MATTERHORN MIST DR
6307 LOOP DR	1610 MARYDEAN ST	2610 MATTERHORN MIST DR
6311 LOOP DR	1611 MARYDEAN ST	2613 MATTERHORN MIST DR
6313 LOOP DR	1614 MARYDEAN ST	2614 MATTERHORN MIST DR
6315 LOOP DR	1615 MARYDEAN ST	2617 MATTERHORN MIST DR
6317 LOOP DR	1618 MARYDEAN ST	2618 MATTERHORN MIST DR
10302 MALTA TRACE DR	1619 MARYDEAN ST	2621 MATTERHORN MIST DR
10304 MALTA TRACE DR	1622 MARYDEAN ST	2622 MATTERHORN MIST DR
10306 MALTA TRACE DR	1623 MARYDEAN ST	2625 MATTERHORN MIST DR
10307 MALTA TRACE DR	1626 MARYDEAN ST	2626 MATTERHORN MIST DR
10308 MALTA TRACE DR	1627 MARYDEAN ST	2629 MATTERHORN MIST DR
10309 MALTA TRACE DR	1630 MARYDEAN ST	2630 MATTERHORN MIST DR
10311 MALTA TRACE DR	1631 MARYDEAN ST	2633 MATTERHORN MIST DR
10312 MALTA TRACE DR	1635 MARYDEAN ST	2634 MATTERHORN MIST DR
10313 -A MALTA TRACE DR	1702 MARYDEAN ST	2637 MATTERHORN MIST DR
10313 -B MALTA TRACE DR	1706 MARYDEAN ST	2638 MATTERHORN MIST DR
10314 MALTA TRACE DR	1707 MARYDEAN ST	2641 MATTERHORN MIST DR
10315 -A MALTA TRACE DR	1710 MARYDEAN ST	2645 MATTERHORN MIST DR
10315 -B MALTA TRACE DR	1711 MARYDEAN ST	9202 MELMACK DR
10316 -A MALTA TRACE DR	1714 MARYDEAN ST	9203 MELMACK DR
10316 -B MALTA TRACE DR	1715 MARYDEAN ST	9206 MELMACK DR
10317 MALTA TRACE DR	1718 MARYDEAN ST	9207 MELMACK DR
10318 -A MALTA TRACE DR	1719 MARYDEAN ST	9210 MELMACK DR
10318 -B MALTA TRACE DR	1722 MARYDEAN ST	9211 MELMACK DR
10319 MALTA TRACE DR	1723 MARYDEAN ST	9214 MELMACK DR
10321 MALTA TRACE DR	1726 MARYDEAN ST	9215 MELMACK DR
6023 MARTHA DR	1730 MARYDEAN ST	9218 MELMACK DR
6106 MARTHA DR	10302 MATTERHORN DR	9222 MELMACK DR
6110 MARTHA DR	10306 MATTERHORN DR	10802 MENDEL TERRACE

10805 MENDEL TERRACE DR	10502 MOON VALLEY LN	10310 MOUNT WINCHE
10806 MENDEL TERRACE DR	10503 MOON VALLEY LN	10313 MOUNT WINCHELL DR
10809 MENDEL TERRACE DR	10506 MOON VALLEY LN	10314 MOUNT WINCHELL DR
10810 MENDEL TERRACE DR	10507 MOON VALLEY LN	10317 MOUNT WINCHELL DR
10813 MENDEL TERRACE DR	10510 MOON VALLEY LN	10318 MOUNT WINCHELL DR
10814 MENDEL TERRACE DR	10511 MOON VALLEY LN	10321 MOUNT WINCHELL DR
10817 MENDEL TERRACE DR	10514 MOON VALLEY LN	10322 MOUNT WINCHELL DR
10818 MENDEL TERRACE DR	10515 MOON VALLEY LN	10325 MOUNT WINCHELL DR
10821 MENDEL TERRACE DR	10518 MOON VALLEY LN	10326 MOUNT WINCHELL DR
10822 MENDEL TERRACE DR	10519 MOON VALLEY LN	10329 MOUNT WINCHELL DR
10825 MENDEL TERRACE DR	10522 MOON VALLEY LN	10401 MOUNT WINCHELL DR
10826 MENDEL TERRACE DR	10523 MOON VALLEY LN	10402 MOUNT WINCHELL DR
10901 MENDEL TERRACE DR	10526 MOON VALLEY LN	10405 MOUNT WINCHELL DR
10902 MENDEL TERRACE DR	10527 MOON VALLEY LN	10406 MOUNT WINCHELL DR
10905 MENDEL TERRACE DR	10530 MOON VALLEY LN	10409 MOUNT WINCHELL DR
10906 MENDEL TERRACE DR	10534 MOON VALLEY LN	10410 MOUNT WINCHELL DR
10909 MENDEL TERRACE DR	1601 MOUNT CONNESS LN	10413 MOUNT WINCHELL DR
10910 MENDEL TERRACE DR	1602 MOUNT CONNESS LN	10414 MOUNT WINCHELL DR
10913 MENDEL TERRACE DR	1605 MOUNT CONNESS LN	10417 MOUNT WINCHELL DR
10914 MENDEL TERRACE DR	1606 MOUNT CONNESS LN	10418 MOUNT WINCHELL DR
10917 MENDEL TERRACE DR	1609 MOUNT CONNESS LN	10421 MOUNT WINCHELL DR
10918 MENDEL TERRACE DR	1610 MOUNT CONNESS LN	10422 MOUNT WINCHELL DR
10921 MENDEL TERRACE DR	1613 MOUNT CONNESS LN	10426 MOUNT WINCHELL DR
10922 MENDEL TERRACE DR	1614 MOUNT CONNESS LN	2602 MT EMERSON DR
10925 MENDEL TERRACE DR	1617 MOUNT CONNESS LN	10302 MUIR BEND DR
10926 MENDEL TERRACE DR	1618 MOUNT CONNESS LN	10306 MUIR BEND DR
10929 MENDEL TERRACE DR	1621 MOUNT CONNESS LN	10310 MUIR BEND DR
10930 MENDEL TERRACE DR	1622 MOUNT CONNESS LN	10314 MUIR BEND DR
11001 MENDEL TERRACE DR	2402 MOUNT DANA DR	10318 MUIR BEND DR
11002 MENDEL TERRACE DR	2406 MOUNT DANA DR	10322 MUIR BEND DR
11005 MENDEL TERRACE DR	2410 MOUNT DANA DR	10326 MUIR BEND DR
11006 MENDEL TERRACE DR 11009 MENDEL TERRACE DR	2411 MOUNT DANA DR 2414 MOUNT DANA DR	10330 MUIR BEND DR 10334 MUIR BEND DR
11010 MENDEL TERRACE DR	2414 MOUNT DANA DR 2415 MOUNT DANA DR	10401 MUIR BEND DR
11014 MENDEL TERRACE DR	2418 MOUNT DANA DR 2418 MOUNT DANA DR	10401 MOIR BEND DR
11014 MENDEL TERRACE DR	2419 MOUNT DANA DR 2419 MOUNT DANA DR	10405 MUIR BEND DR
11022 MENDEL TERRACE DR	1401 MOUNT LYELL DR	10403 MOIR BEND DR
11026 MENDEL TERRACE DR	1405 MOUNT LYELL DR	10409 MUIR BEND DR
11030 MENDEL TERRACE DR	1406 MOUNT LYELL DR	10410 MUIR BEND DR
2320 MERIDIANA PKWY	1409 MOUNT LYELL DR	10202 MUIR PEAK DR
2320 -A MERIDIANA PKWY	1410 MOUNT LYELL DR	10206 MUIR PEAK DR
2320 -B MERIDIANA PKWY	1413 MOUNT LYELL DR	10210 MUIR PEAK DR
2820 MERIDIANA PKWY	1414 MOUNT LYELL DR	10302 MUIR PEAK DR
2942 MERIDIANA PKWY	1417 MOUNT LYELL DR	10306 MUIR PEAK DR
2944 MERIDIANA PKWY	1418 MOUNT LYELL DR	10307 MUIR PEAK DR
3026 MERIDIANA PKWY	1421 MOUNT LYELL DR	10310 MUIR PEAK DR
3034 MERIDIANA PKWY	10501 MOUNT TALLAC CT	10311 MUIR PEAK DR
3210 MERIDIANA PKWY	10502 MOUNT TALLAC CT	10314 MUIR PEAK DR
3232 MERIDIANA PKWY	10505 MOUNT TALLAC CT	10315 MUIR PEAK DR
3244 MERIDIANA PKWY	10506 MOUNT TALLAC CT	10318 MUIR PEAK DR
3735 MERIDIANA PKWY	10509 MOUNT TALLAC CT	10319 MUIR PEAK DR
4003 MERIDIANA PKWY	10510 MOUNT TALLAC CT	10402 MUIR PEAK DR
1414 MILDRED ST	10513 MOUNT TALLAC CT	10403 MUIR PEAK DR
1805 MOLINA RD	10302 MOUNT WINCHELL DR	10406 MUIR PEAK DR
1850 MOLINA RD	10306 MOUNT WINCHELL DR	10407 MUIR PEAK DR
1910 MOLINA RD	10309 MOUNT WINCHELL DR	10410 MUIR PEAK DR
		10110 WIGHT EART BIT

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10414 MUIR PEAK DR	10409 OWENS LAKE DR	1407 PHYLLIS ST ^{ltem 6.} _
1202 OAK ST	10410 OWENS LAKE DR	1410 PHYLLIS ST
1206 OAK ST	10413 OWENS LAKE DR	1411 PHYLLIS ST
1210 OAK ST	10414 OWENS LAKE DR	1414 PHYLLIS ST
1218 OAK ST	10417 OWENS LAKE DR	1415 PHYLLIS ST
1228 OAK ST	10418 OWENS LAKE DR	1418 PHYLLIS ST
1302 OAK ST	10421 OWENS LAKE DR	1419 PHYLLIS ST
1310 OAK ST	10422 OWENS LAKE DR	1422 PHYLLIS ST
1314 OAK ST	2402 PALISADE CREST DR	1423 PHYLLIS ST
1318 OAK ST	2405 PALISADE CREST DR	1431 PHYLLIS ST
1322 OAK ST	2406 PALISADE CREST DR	10802 PIONEER REST LN
1326 OAK ST	2409 PALISADE CREST DR	10803 PIONEER REST LN
1330 OAK ST	2410 PALISADE CREST DR	10806 PIONEER REST LN
1402 OAK ST	2413 PALISADE CREST DR	10807 PIONEER REST LN
1406 OAK ST	2414 PALISADE CREST DR	10810 PIONEER REST LN
1410 OAK ST	2417 PALISADE CREST DR	10811 PIONEER REST LN
1414 OAK ST	2418 PALISADE CREST DR	10815 PIONEER REST LN
1418 OAK ST	2421 PALISADE CREST DR	10819 PIONEER REST LN
1419 OAK ST	2422 PALISADE CREST DR	10823 PIONEER REST LN
1422 OAK ST	2425 PALISADE CREST DR	10827 PIONEER REST LN
1426 OAK ST	2426 PALISADE CREST DR	10831 PIONEER REST LN
1430 OAK ST	2429 PALISADE CREST DR	10835 PIONEER REST LN
1434 OAK ST	2430 PALISADE CREST DR	10839 PIONEER REST LN
1502 OAK ST	2433 PALISADE CREST DR	10843 PIONEER REST LN
1506 OAK ST	2434 PALISADE CREST DR	10847 PIONEER REST LN
1510 OAK ST	2437 PALISADE CREST DR	12535 PLEASANT VALLEY DR
1514 OAK ST	2438 PALISADE CREST DR	12715 PLEASANT VALLEY DR
2401 OLANCHA DR	2442 PALISADE CREST DR	12811 PLEASANT VALLEY DR
2405 OLANCHA DR	2446 PALISADE CREST DR	12815 PLEASANT VALLEY DR
2409 OLANCHA DR	9202 PENFIELD DR	13023 PLEASANT VALLEY DR
2410 OLANCHA DR	9203 PENFIELD DR	13039 PLEASANT VALLEY DR
2413 OLANCHA DR	9206 PENFIELD DR	13235 PLEASANT VALLEY DR
2414 OLANCHA DR	9207 PENFIELD DR	13335 PLEASANT VALLEY DR
2417 OLANCHA DR	9210 PENFIELD DR	13355 PLEASANT VALLEY DR
2418 OLANCHA DR	9211 PENFIELD DR	13405 PLEASANT VALLEY DR
2421 OLANCHA DR	9214 PENFIELD DR	13405 PLEASANT VALLEY DR
2422 OLANCHA DR	9215 PENFIELD DR	10502 PLUMAS RUN DR
2425 OLANCHA DR	9219 PENFIELD DR	10506 PLUMAS RUN DR
2426 OLANCHA DR	9223 PENFIELD DR	10507 PLUMAS RUN DR
2429 OLANCHA DR	9227 PENFIELD DR	10510 PLUMAS RUN DR
2430 OLANCHA DR	1303 PHYLLIS ST	10511 PLUMAS RUN DR
2433 OLANCHA DR	1306 PHYLLIS ST	10514 PLUMAS RUN DR
2434 OLANCHA DR	1307 PHYLLIS ST	10515 PLUMAS RUN DR
2438 OLANCHA DR	1310 PHYLLIS ST	10518 PLUMAS RUN DR
10301 OWENS LAKE DR	1311 PHYLLIS ST	10519 PLUMAS RUN DR
10305 OWENS LAKE DR	1315 PHYLLIS ST	10522 PLUMAS RUN DR
10309 OWENS LAKE DR	1316 PHYLLIS ST	10523 PLUMAS RUN DR
10310 OWENS LAKE DR	1318 PHYLLIS ST	10526 PLUMAS RUN DR
10313 OWENS LAKE DR	1319 PHYLLIS ST	10527 PLUMAS RUN DR
10314 OWENS LAKE DR	1320 PHYLLIS ST	10530 PLUMAS RUN DR
10317 OWENS LAKE DR	1323 PHYLLIS ST	10530 PLUMAS RUN DR
10317 OWENS LAKE DR	1326 PHYLLIS ST	10531 PLUMAS RUN DR
10316 OWENS LAKE DR 10322 OWENS LAKE DR	1327 PHYLLIS ST	10534 PLUMAS RUN DR
10402 OWENS LAKE DR	1330 PHYLLIS ST	1203 PONDEROSA PINE DR
10405 OWENS LAKE DR	1402 PHYLLIS ST	1207 PONDEROSA PINE DR
10406 OWENS LAKE DR	1402 FTT LLIS ST 1406 PHYLLIS ST	1211 PONDEROSA PINE DR
10400 OWLING LAKE DR	1700 FITILLIO ST	1211 PONDEROSA PINE U

1215 PONDEROSA PINE DR	1245 RED HILLS DR	10215 RITTER RUN ltem 6.
1219 PONDEROSA PINE DR	1301 RED HILLS DR	10218 RITTER RUN DR
1223 PONDEROSA PINE DR	1305 RED HILLS DR	10219 RITTER RUN DR
1227 PONDEROSA PINE DR	1309 RED HILLS DR	10303 RITTER RUN DR
1231 PONDEROSA PINE DR	1313 RED HILLS DR	10307 RITTER RUN DR
1235 PONDEROSA PINE DR	1317 RED HILLS DR	10311 RITTER RUN DR
1239 PONDEROSA PINE DR	1321 RED HILLS DR	10315 RITTER RUN DR
1243 PONDEROSA PINE DR	1325 RED HILLS DR	10319 RITTER RUN DR
1244 PONDEROSA PINE DR	1329 RED HILLS DR	10323 RITTER RUN DR
1247 PONDEROSA PINE DR	1333 RED HILLS DR	10324 RITTER RUN DR
1248 PONDEROSA PINE DR	1337 RED HILLS DR	10327 RITTER RUN DR
1252 PONDEROSA PINE DR	1402 RED HILLS DR	10328 RITTER RUN DR
1302 PONDEROSA PINE DR	1406 RED HILLS DR	10331 RITTER RUN DR
1306 PONDEROSA PINE DR	1410 RED HILLS DR	10332 RITTER RUN DR
1310 PONDEROSA PINE DR	1414 RED HILLS DR	10335 RITTER RUN DR
1311 PONDEROSA PINE DR	1418 RED HILLS DR	10336 RITTER RUN DR
1314 PONDEROSA PINE DR	1419 RED HILLS DR	10339 RITTER RUN DR
1315 PONDEROSA PINE DR	1423 RED HILLS DR	10340 RITTER RUN DR
1318 PONDEROSA PINE DR	1427 RED HILLS DR	10402 RITTER RUN DR
1319 PONDEROSA PINE DR	1501 RED HILLS DR	10403 RITTER RUN DR
1322 PONDEROSA PINE DR	1502 RED HILLS DR	10406 RITTER RUN DR
1323 PONDEROSA PINE DR	1505 RED HILLS DR	10407 RITTER RUN DR
1326 PONDEROSA PINE DR	1506 RED HILLS DR	10410 RITTER RUN DR
1606 -1/2 PONDEROSA PINE DR	1509 RED HILLS DR	10411 RITTER RUN DR
1624 -1/2 PONDEROSA PINE DR	1510 RED HILLS DR	10414 RITTER RUN DR
1626 -1/2 PONDEROSA PINE DR	1513 RED HILLS DR	10418 RITTER RUN DR
1501 PORTOLA DR	1514 RED HILLS DR	1202 ROBERTSON ST
1505 PORTOLA DR	1517 RED HILLS DR	1205 ROBERTSON ST
1509 PORTOLA DR	1518 RED HILLS DR	1206 ROBERTSON ST
1513 PORTOLA DR	1521 RED HILLS DR	1209 ROBERTSON ST
1517 PORTOLA DR	1522 RED HILLS DR 1524 RED HILLS DR	1210 ROBERTSON ST
1521 PORTOLA DR		1211 ROBERTSON ST
1525 PORTOLA DR 1529 PORTOLA DR	1525 RED HILLS DR 1526 RED HILLS DR	1214 ROBERTSON ST 1215 ROBERTSON ST
		1218 ROBERTSON ST
13300 PURSLEY BLVD 13500 PURSLEY BLVD	1530 RED HILLS DR 1537 RED HILLS DR	1219 ROBERTSON ST
1202 RED HILLS DR	2302 RED SLATE DR	1219 ROBERTSON ST 1222 ROBERTSON ST
1202 RED HILLS DR 1206 RED HILLS DR	2306 RED SLATE DR	1222 ROBERTSON ST
1200 RED HILLS DR	2310 RED SLATE DR	1226 ROBERTSON ST
1210 RED HILLS DR	2314 RED SLATE DR	1227 ROBERTSON ST
1213 RED HILLS DR	2315 RED SLATE DR	1302 ROBERTSON ST
1214 RED HILLS DR	2318 RED SLATE DR	1306 ROBERTSON ST
1217 RED HILLS DR	2319 RED SLATE DR	1310 ROBERTSON ST
1218 RED HILLS DR	2322 RED SLATE DR	1314 ROBERTSON ST
1221 RED HILLS DR	2323 RED SLATE DR	10104 ROCKY PEAK DR
1222 RED HILLS DR	2326 RED SLATE DR	10303 -A ROSE MAR DR
1225 RED HILLS DR	2327 RED SLATE DR	10303 -B ROSE MAR DR
1226 RED HILLS DR	2331 RED SLATE DR	10305 -A ROSE MAR DR
1229 RED HILLS DR	2335 RED SLATE DR	10305 -B ROSE MAR DR
1230 RED HILLS DR	2339 RED SLATE DR	10307 -A ROSE MAR DR
1233 RED HILLS DR	2343 RED SLATE DR	10307 -B ROSE MAR DR
1234 RED HILLS DR	2345 RED SLATE DR	10633 ROSE MARY ST
1237 RED HILLS DR	2347 RED SLATE DR	10640 ROSE MARY ST
1238 RED HILLS DR	10203 RITTER RUN DR	10701 ROSE MARY ST
1241 RED HILLS DR	10207 RITTER RUN DR	10702 ROSE MARY ST
1242 RED HILLS DR	10211 RITTER RUN DR	10703 ROSE MARY ST
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10703 -1/2 ROSE MARY ST	1206 SCARLET CREEK DR	10614 SENTINEL DOM Item 6.
10704 ROSE MARY ST	1210 SCARLET CREEK DR	10618 SENTINEL DOME DR
10705 ROSE MARY ST	1214 SCARLET CREEK DR	10622 SENTINEL DOME DR
10706 ROSE MARY ST	1217 SCARLET CREEK DR	10626 SENTINEL DOME DR
10708 ROSE MARY ST	1218 SCARLET CREEK DR	10702 SENTINEL DOME DR
10710 ROSE MARY ST	1221 SCARLET CREEK DR	10706 SENTINEL DOME DR
10713 ROSE MARY ST	1222 SCARLET CREEK DR	10710 SENTINEL DOME DR
10714 ROSE MARY ST	1225 SCARLET CREEK DR	10714 SENTINEL DOME DR
10718 ROSE MARY ST	1226 SCARLET CREEK DR	10718 SENTINEL DOME DR
10719 ROSE MARY ST	1229 SCARLET CREEK DR	10722 SENTINEL DOME DR
10803 ROSE MARY ST	1230 SCARLET CREEK DR	2401 SEQUOIA GROVE DR
10806 ROSE MARY ST	1233 SCARLET CREEK DR	2405 SEQUOIA GROVE DR
10301 RUSSELL PINES DR	1234 SCARLET CREEK DR	2409 SEQUOIA GROVE DR
10302 RUSSELL PINES DR	1237 SCARLET CREEK DR	2410 SEQUOIA GROVE DR
10305 RUSSELL PINES DR	1238 SCARLET CREEK DR	2413 SEQUOIA GROVE DR
10306 RUSSELL PINES DR	1241 SCARLET CREEK DR	2414 SEQUOIA GROVE DR
10309 RUSSELL PINES DR	1242 SCARLET CREEK DR	2417 SEQUOIA GROVE DR
10310 RUSSELL PINES DR	1245 SCARLET CREEK DR	2421 SEQUOIA GROVE DR
10313 RUSSELL PINES DR	1246 SCARLET CREEK DR	2425 SEQUOIA GROVE DR
10314 RUSSELL PINES DR	1249 SCARLET CREEK DR	2429 SEQUOIA GROVE DR
10317 RUSSELL PINES DR	1250 SCARLET CREEK DR	2433 SEQUOIA GROVE DR
10318 RUSSELL PINES DR	1201 SCARLET MOUNTAIN DR	2501 SEQUOIA GROVE DR
10321 RUSSELL PINES DR	1205 SCARLET MOUNTAIN DR	2505 SEQUOIA GROVE DR
10322 RUSSELL PINES DR	1209 SCARLET MOUNTAIN DR	2509 SEQUOIA GROVE DR
10325 RUSSELL PINES DR	1213 SCARLET MOUNTAIN DR	2513 SEQUOIA GROVE DR
10326 RUSSELL PINES DR	1217 SCARLET MOUNTAIN DR	2517 SEQUOIA GROVE DR
10329 RUSSELL PINES DR	1221 SCARLET MOUNTAIN DR	2521 SEQUOIA GROVE DR
10330 RUSSELL PINES DR	1225 SCARLET MOUNTAIN DR	1602 SEQUOIA RUN DR
10333 RUSSELL PINES DR	1301 SCARLET MOUNTAIN DR	1606 SEQUOIA RUN DR
10334 RUSSELL PINES DR	1305 SCARLET MOUNTAIN DR	1610 SEQUOIA RUN DR
10402 RUSSELL PINES DR	1309 SCARLET MOUNTAIN DR	1614 SEQUOIA RUN DR
10405 RUSSELL PINES DR	1313 SCARLET MOUNTAIN DR	1618 SEQUOIA RUN DR
10406 RUSSELL PINES DR	1317 SCARLET MOUNTAIN DR	1622 SEQUOIA RUN DR
10409 RUSSELL PINES DR	1321 SCARLET MOUNTAIN DR	1626 SEQUOIA RUN DR
10410 RUSSELL PINES DR	1325 SCARLET MOUNTAIN DR	1630 SEQUOIA RUN DR
10413 RUSSELL PINES DR	10504 -1/2 SCRUB OAK DR	1634 SEQUOIA RUN DR
10414 RUSSELL PINES DR	10506 SCRUB OAK DR	1635 SEQUOIA RUN DR
10417 RUSSELL PINES DR	10510 SCRUB OAK DR	1638 SEQUOIA RUN DR
10418 RUSSELL PINES DR 10421 RUSSELL PINES DR	10514 SCRUB OAK DR	1639 SEQUOIA RUN DR
10421 RUSSELL PINES DR	10515 SCRUB OAK DR 10518 SCRUB OAK DR	1642 SEQUOIA RUN DR 1643 SEQUOIA RUN DR
10425 RUSSELL PINES DR	10519 SCRUB OAK DR	1646 SEQUOIA RUN DR
10426 RUSSELL PINES DR	10519 SCRUB OAK DR	1646 SEQUOIA RUN DR
10429 RUSSELL PINES DR	10523 SCRUB OAK DR	1650 SEQUOIA RUN DR
10429 RUSSELL PINES DR	10623 SCRUB OAK DR	1654 SEQUOIA RUN DR
10437 RUSSELL PINES DR	10602 SCRUB OAK DR	22015 SH 288
10441 RUSSELL PINES DR	10606 SCRUB OAK DR	22015 SH 288
9110 RUTH RD	10607 SCRUB OAK DR	22402 SH 288
7406 SANDERS RD	10610 SCRUB OAK DR	22440 SH 288
7407 SANDERS RD	10611 SCRUB OAK DR	22440 GH 200 22453 SH 288
7409 SANDERS RD	10614 SCRUB OAK DR	22499 SH 288
7525 SANDERS RD	10615 SCRUB OAK DR	25225 SH 288
7525 SANDERS RD	10618 SCRUB OAK DR	25229 SH 288
7802 SANDERS RD	10602 SENTINEL DOME DR	25401 SH 288
7810 SANDERS RD	10606 SENTINEL DOME DR	25425 SH 288
1202 SCARLET CREEK DR	10610 SENTINEL DOME DR	25481 SH 288
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25499 SH 288	15569 SH 6	10303 SILL PRAIRIE	m 6.
25503 SH 288	16126 SH 6	10307 SILL PRAIRIE DR	
25503 SH 288	16128 SH 6	10308 SILL PRAIRIE DR	
25950 SH 288	5252 SHAW RD	10311 SILL PRAIRIE DR	
26010 SH 288	5285 SHAW RD	10312 SILL PRAIRIE DR	
27601 SH 288	10302 SHERWIN PASS DR	10315 SILL PRAIRIE DR	
29187 SH 288	10306 SHERWIN PASS DR	10316 SILL PRAIRIE DR	
14110 SH 6	10310 SHERWIN PASS DR	10319 SILL PRAIRIE DR	
15002 SH 6	10314 SHERWIN PASS DR	10320 SILL PRAIRIE DR	
15006 SH 6	10317 SHERWIN PASS DR	10323 SILL PRAIRIE DR	
15008 SH 6	10318 SHERWIN PASS DR	10402 SILL PRAIRIE DR	
15010 SH 6	10321 SHERWIN PASS DR	10403 SILL PRAIRIE DR	
15014 SH 6	10401 SHERWIN PASS DR	10406 SILL PRAIRIE DR	
15016 SH 6	10402 SHERWIN PASS DR	10407 SILL PRAIRIE DR	
15018 SH 6	10405 SHERWIN PASS DR	10407 SILL PRAIRIE DR	
15020 SH 6	10406 SHERWIN PASS DR	10411 SILL PRAIRIE DR	
15022 SH 6	10409 SHERWIN PASS DR	10415 SILL PRAIRIE DR	
15022 SH 6	10410 SHERWIN PASS DR	10419 SILL PRAIRIE DR	
15024 SH 6	10413 SHERWIN PASS DR	10423 SILL PRAIRIE DR	
15026 SH 6	10414 SHERWIN PASS DR	10427 SILL PRAIRIE DR	
15028 SH 6	10417 SHERWIN PASS DR	10430 SILL PRAIRIE DR	
15030 SH 6	10418 SHERWIN PASS DR	10431 SILL PRAIRIE DR	
15040 SH 6	10421 SHERWIN PASS DR	10434 SILL PRAIRIE DR	
15046 SH 6	10422 SHERWIN PASS DR	10435 SILL PRAIRIE DR	
15046 SH 6	10425 SHERWIN PASS DR	10438 SILL PRAIRIE DR	_
15048 SH 6	10426 SHERWIN PASS DR	10301 SLIDE MOUNTAIN D	
15050 SH 6	10429 SHERWIN PASS DR	10305 SLIDE MOUNTAIN D	
15052 SH 6	10430 SHERWIN PASS DR	10309 SLIDE MOUNTAIN D	
15054 SH 6	10433 SHERWIN PASS DR	10313 SLIDE MOUNTAIN D	
15056 SH 6	10502 SHERWIN PASS DR	10317 SLIDE MOUNTAIN D	
15058 SH 6	10505 SHERWIN PASS DR	10318 SLIDE MOUNTAIN D	
15060 SH 6	10506 SHERWIN PASS DR	10321 SLIDE MOUNTAIN D	
15070 SH 6	10509 SHERWIN PASS DR	10322 SLIDE MOUNTAIN D	
15074 SH 6	10510 SHERWIN PASS DR	10325 SLIDE MOUNTAIN D	
15076 SH 6	10514 SHERWIN PASS DR	10326 SLIDE MOUNTAIN D	
15078 SH 6	10027 SIERRA VISTA BLVD	10330 SLIDE MOUNTAIN D	
15084 SH 6	10121 SIERRA VISTA BLVD	10401 SLIDE MOUNTAIN D	
15088 SH 6	10134 SIERRA VISTA BLVD	10402 SLIDE MOUNTAIN D	
15100 SH 6 15102 SH 6	10202 SIERRA VISTA BLVD 10217 SIERRA VISTA BLVD	10405 SLIDE MOUNTAIN D 10406 SLIDE MOUNTAIN D	
15102 SH 6	10217 SIERRA VISTA BLVD 10307 SIERRA VISTA BLVD	10406 SLIDE MOUNTAIN D 10409 SLIDE MOUNTAIN D	
15106 SH 6	10307 SIERRA VISTA BLVD 10401 SIERRA VISTA BLVD	10410 SLIDE MOUNTAIN D	
15110 SH 6	10401 SIERRA VISTA BLVD	10410 SLIDE MOUNTAIN D	
15110 SH 6	10413 SIERRA VISTA BLVD 10511 SIERRA VISTA BLVD	10413 SLIDE MOUNTAIN D	
15114 SH 6	10511 SIERRA VISTA BLVD	10414 SLIDE MOUNTAIN D	
15118 SH 6	10514 SIERRA VISTA BEVD	10417 SLIDE MOUNTAIN D	
15122 SH 6	10702 SIERRA VISTA BLVD	10422 SLIDE MOUNTAIN D	
15122 SH 6	10918 SIERRA VISTA BLVD	10426 SLIDE MOUNTAIN D	
15122 SH 6	11013 SIERRA VISTA BLVD	1203 SMITH ST	
15220 SH 6	11022 SIERRA VISTA BLVD	1210 SMITH ST	
15231 SH 6	9202 SIGOURNEY DR	1210 SMITH ST 1211 SMITH ST	
15235 SH 6	9206 SIGOURNEY DR	1217 SMITH ST	
15242 SH 6	9210 SIGOURNEY DR	1219 SMITH ST	
15511 SH 6	9218 SIGOURNEY DR	1221 SMITH ST	
15545 SH 6	9222 SIGOURNEY DR	1223 SMITH ST	
15547 SH 6	9226 SIGOURNEY DR	1303 SMITH ST F	
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1734 SUNSHINE D Item 6.

400-01451-05	40040 OUO 4 D DINIE I NI	AZOA CUNCUNE D
1307 SMITH ST	10818 SUGAR PINE LN	1734 SUNSHINE D
1311 SMITH ST 1315 SMITH ST	10819 SUGAR PINE LN 10822 SUGAR PINE LN	1742 SUNSHINE DR 1750 SUNSHINE DR
1319 SMITH ST	10822 SUGAR PINE LIN	1802 SUNSHINE DR
1402 SMITH ST	10826 SUGAR PINE LN	1803 SUNSHINE DR
1403 SMITH ST	10827 SUGAR PINE LN	1810 SUNSHINE DR
1406 SMITH ST	10830 SUGAR PINE LN	1811 SUNSHINE DR
1407 SMITH ST	10831 SUGAR PINE LN	1818 SUNSHINE DR
1411 SMITH ST	10834 SUGAR PINE LN	1819 SUNSHINE DR
1415 SMITH ST	10835 SUGAR PINE LN	1826 SUNSHINE DR
1419 SMITH ST	10838 SUGAR PINE LN	1827 SUNSHINE DR
1423 SMITH ST	10839 SUGAR PINE LN	1834 SUNSHINE DR
1427 SMITH ST	10842 SUGAR PINE LN	1835 SUNSHINE DR
1428 SMITH ST	10846 SUGAR PINE LN	1842 SUNSHINE DR
1431 SMITH ST	10850 SUGAR PINE LN	1843 SUNSHINE DR
1435 SMITH ST	1704 SUNSET DR	1850 SUNSHINE DR
1503 SMITH ST	1705 SUNSET DR	1902 SUNSHINE DR
1506 SMITH ST	1712 SUNSET DR	1903 SUNSHINE DR
1507 SMITH ST	1713 SUNSET DR	1910 SUNSHINE DR
1511 SMITH ST	1720 SUNSET DR	1911 SUNSHINE DR
1514 SMITH ST	1721 SUNSET DR	1918 SUNSHINE DR
1519 SMITH ST	1729 SUNSET DR	1919 SUNSHINE DR
1520 SMITH ST	1737 SUNSET DR	1926 SUNSHINE DR
10503 SNOWY RIDGE LN	1745 SUNSET DR	1927 SUNSHINE DR
10506 SNOWY RIDGE LN	1804 SUNSET DR	1934 SUNSHINE DR
10507 SNOWY RIDGE LN	1805 SUNSET DR	1942 SUNSHINE DR
10510 SNOWY RIDGE LN	1812 SUNSET DR	1950 SUNSHINE DR
10511 SNOWY RIDGE LN	1813 SUNSET DR	1302 TAFT POINT LN
10514 SNOWY RIDGE LN 10515 SNOWY RIDGE LN	1820 SUNSET DR 1821 SUNSET DR	1305 TAFT POINT LN 1306 TAFT POINT LN
10515 SNOWY RIDGE LN	1828 SUNSET DR	1309 TAFT POINT LN
10519 SNOWY RIDGE LN	1829 SUNSET DR	1310 TAFT POINT LN
10640 SOPHIE MARY ST	1836 SUNSET DR	1313 TAFT POINT LN
10700 SOPHIE MARY ST	1837 SUNSET DR	1314 TAFT POINT LN
10702 SOPHIE MARY ST	1844 SUNSET DR	1317 TAFT POINT LN
10703 SOPHIE MARY ST	1845 SUNSET DR	1318 TAFT POINT LN
10704 SOPHIE MARY ST	1852 SUNSET DR	1321 TAFT POINT LN
10706 SOPHIE MARY ST	1853 SUNSET DR	1322 TAFT POINT LN
10706 SOPHIE MARY ST	1904 SUNSET DR	1325 TAFT POINT LN
10710 SOPHIE MARY ST	1905 SUNSET DR	1326 TAFT POINT LN
2502 SPLIT MOUNTAIN DR	1912 SUNSET DR	2401 TEMPLE CRAG DR
2506 SPLIT MOUNTAIN DR	1913 SUNSET DR	2402 TEMPLE CRAG DR
2510 SPLIT MOUNTAIN DR	1920 SUNSET DR	2405 TEMPLE CRAG DR
2511 SPLIT MOUNTAIN DR	1921 SUNSET DR	2406 TEMPLE CRAG DR
2514 SPLIT MOUNTAIN DR	1928 SUNSET DR	2409 TEMPLE CRAG DR
2515 SPLIT MOUNTAIN DR	1929 SUNSET DR	2410 TEMPLE CRAG DR
10501 STONE PEAK DR	1937 SUNSET DR	2413 TEMPLE CRAG DR
10505 STONE PEAK DR	1945 SUNSET DR	2414 TEMPLE CRAG DR
10802 SUGAR PINE LN	1700 SUNSHINE DR	2417 TEMPLE CRAG DR
10803 SUGAR PINE LN	1702 SUNSHINE DR	2418 TEMPLE CRAG DR
10806 SUGAR PINE LN	1703 SUNSHINE DR	2421 TEMPLE CRAG DR
10807 SUGAR PINE LN	1710 SUNSHINE DR	2422 TEMPLE CRAG DR
10810 SUGAR PINE LN 10811 SUGAR PINE LN	1711 SUNSHINE DR 1718 SUNSHINE DR	2425 TEMPLE CRAG DR 2426 TEMPLE CRAG DR
10811 SUGAR PINE LN 10814 SUGAR PINE LN	1718 SUNSHINE DR 1719 SUNSHINE DR	2429 TEMPLE CRAG DR
10815 SUGAR PINE LN	1719 SUNSHINE DR 1726 SUNSHINE DR	2429 TEMPLE CRAG DR
10013 SUGAN FINE LIN	1720 SUNSTIINE DK	2430 I EIVIFLE CRAG DR

243 TEMPLE GRAG DR 3014 TRAIL LOOP S 8606 TRAILVIEW CI 2202 THUNDERBOLT PEAK DR 3016 TRAIL LOOP S 8610 TRAILVIEW CT 2202 THUNDERBOLT PEAK DR 3019 TRAIL LOOP S 8611 TRAILVIEW CT 2214 THUNDERBOLT PEAK DR 302 TRAIL LOOP S 8611 TRAILVIEW CT 2214 THUNDERBOLT PEAK DR 3022 TRAIL LOOP S 8611 TRAILVIEW CT 2214 THUNDERBOLT PEAK DR 3022 TRAIL LOOP S 8611 TRAILVIEW CT 2214 THUNDERBOLT PEAK DR 3022 TRAIL LOOP S 8611 TRAILVIEW CT 2222 THUNDERBOLT PEAK DR 3022 TRAIL LOOP S 3321 TREFLE RUE 2222 THUNDERBOLT PEAK DR 3102 TRAIL LOOP S 3321 TREFLE RUE 2222 THUNDERBOLT PEAK DR 3103 TRAIL LOOP S 3321 TREFLE RUE 2306 THUNDERBOLT PEAK DR 3106 TRAIL LOOP S 3321 TREFLE RUE 2306 THUNDERBOLT PEAK DR 3107 TRAIL LOOP S 3323 TREFLE RUE 2306 THUNDERBOLT PEAK DR 3107 TRAIL LOOP S 3323 TREFLE RUE 2310 THUNDERBOLT PEAK DR 3111 TRAIL LOOP S 3323 TREFLE RUE 2311 THUNDERBOLT PEAK DR 3111 TRAIL LOOP S 3323 TREFLE RUE 2316 THUNDERBOLT PEAK DR 3111 TRAIL LOOP S 3323 TREFLE RUE 2316 THUNDERBOLT PEAK DR 3114 TRAIL LOOP S 3323 TREFLER RUE 2317 THUNDERBOLT PEAK DR 3116 TRAIL LOOP S 1203 TRUCKEE RIVER DR 2322 THUNDERBOLT PEAK DR 3116 TRAIL LOOP S 1207 TRUCKEE RIVER DR 2322 THUNDERBOLT PEAK DR 3120 TRAIL LOOP S 1210 TRUCKEE RIVER DR 2326 THUNDERBOLT PEAK DR 3120 TRAIL LOOP S 1211 TRUCKEE RIVER DR 2326 THUNDERBOLT PEAK DR 3230 TRHUCKEE RIVER DR 2326 THUNDERBOLT PEAK DR 330 TREFLE RUE 2331 THUNDERBOLT PEAK DR 330 TR			Hom 6
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10614 TULARE CANYON DR	6830 VIVA LN	10626 WATERSHED DR
10302 TUSCAN VALLEY DR	9202 WALDRICK TRACE DR	10002 WHITNEY REACH DR
10303 TUSCAN VALLEY DR	9203 WALDRICK TRACE DR	10003 WHITNEY REACH DR
10304 TUSCAN VALLEY DR	9206 WALDRICK TRACE DR	10006 WHITNEY REACH DR
10305 TUSCAN VALLEY DR	9207 WALDRICK TRACE DR	10007 WHITNEY REACH DR
10306 TUSCAN VALLEY DR	9210 WALDRICK TRACE DR	10010 WHITNEY REACH DR
10307 TUSCAN VALLEY DR	9211 WALDRICK TRACE DR	10011 WHITNEY REACH DR
10308 TUSCAN VALLEY DR	9214 WALDRICK TRACE DR	10014 WHITNEY REACH DR
10309 TUSCAN VALLEY DR	9215 WALDRICK TRACE DR	10102 WHITNEY REACH DR
10310 TUSCAN VALLEY DR	12501 WANDA WAY	10103 WHITNEY REACH DR
10311 TUSCAN VALLEY DR	12502 WANDA WAY	10106 WHITNEY REACH DR
10312 TUSCAN VALLEY DR	12507 WANDA WAY	10107 WHITNEY REACH DR
10314 -A TUSCAN VALLEY DR	12508 WANDA WAY	10110 WHITNEY REACH DR
10314 -B TUSCAN VALLEY DR	12511 WANDA WAY	10111 WHITNEY REACH DR
10316 -A TUSCAN VALLEY DR	12525 WANDA WAY	10114 WHITNEY REACH DR
10316 -B TUSCAN VALLEY DR	12531 WANDA WAY	10118 WHITNEY REACH DR
2423 TYNDALL MIST DR	12535 WANDA WAY	10122 WHITNEY REACH DR
10802 UPLIFT PATH DR	12601 WANDA WAY	10126 WHITNEY REACH DR
10806 UPLIFT PATH DR	12605 WANDA WAY	10127 WHITNEY REACH DR
10810 UPLIFT PATH DR	12613 WANDA WAY	10130 WHITNEY REACH DR
10811 UPLIFT PATH DR	12616 WANDA WAY	10131 WHITNEY REACH DR
10814 UPLIFT PATH DR	12619 WANDA WAY	10134 WHITNEY REACH DR
10815 UPLIFT PATH DR	12625 WANDA WAY	10135 WHITNEY REACH DR
10818 UPLIFT PATH DR	12701 WANDA WAY	10138 WHITNEY REACH DR
10819 UPLIFT PATH DR	12702 WANDA WAY	10139 WHITNEY REACH DR
10822 UPLIFT PATH DR	12707 WANDA WAY	10142 WHITNEY REACH DR
10826 UPLIFT PATH DR	12708 WANDA WAY	10146 WHITNEY REACH DR
10830 UPLIFT PATH DR	12713 WANDA WAY	10148 WHITNEY REACH DR 10150 WHITNEY REACH DR
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13007 VALLEY GLEN DR	10506 WATERSHED DR	10215 WHITNEY REACH DR
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6011 VESTA DR	10518 WATERSHED DR	10227 WHITNEY REACH DR
6038 VESTA DR	10519 WATERSHED DR	10230 WHITNEY REACH DR
6042 VESTA DR	10602 WATERSHED DR	10231 WHITNEY REACH DR
6607 VIVA LN	10603 WATERSHED DR	10234 WHITNEY REACH DR
6702 VIVA LN	10606 WATERSHED DR	10235 WHITNEY REACH DR
6710 VIVA LN	10607 WATERSHED DR	10238 WHITNEY REACH DR
6718 VIVA LN	10610 WATERSHED DR	10242 WHITNEY REACH DR
6726 VIVA LN	10611 WATERSHED DR	10246 WHITNEY REACH DR
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10258 WHITNEY REACH DR 10262 WHITNEY REACH DR 10266 WHITNEY REACH DR 10502 WILDFLOWER VIEW DR 10506 WILDFLOWER VIEW DR 10507 WILDFLOWER VIEW DR 10510 WILDFLOWER VIEW DR 10511 WILDFLOWER VIEW DR 10514 WILDFLOWER VIEW DR 10515 WILDFLOWER VIEW DR 10518 WILDFLOWER VIEW DR 10519 WILDFLOWER VIEW DR 10521 WILDFLOWER VIEW DR 10522 WILDFLOWER VIEW DR 10525 WILDFLOWER VIEW DR 10526 WILDFLOWER VIEW DR 10529 WILDFLOWER VIEW DR 10530 WILDFLOWER VIEW DR 10533 WILDFLOWER VIEW DR 10534 WILDFLOWER VIEW DR 10537 WILDFLOWER VIEW DR 10538 WILDFLOWER VIEW DR 10541 WILDFLOWER VIEW DR 10601 WILDFLOWER VIEW DR 10602 WILDFLOWER VIEW DR 10605 WILDFLOWER VIEW DR 10606 WILDFLOWER VIEW DR 10609 WILDFLOWER VIEW DR 10610 WILDFLOWER VIEW DR 10614 WILDFLOWER VIEW DR 1601 YUBA VALLEY DR 1603 YUBA VALLEY DR 1607 YUBA VALLEY DR 1608 YUBA VALLEY DR 1611 YUBA VALLEY DR 1612 YUBA VALLEY DR 1615 YUBA VALLEY DR

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JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 3, 2025. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it must publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any

Item 7.

previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Lisa Mujica
Alternate Counting Station Manager: Brandy Pena

Tabulation Supervisor:

Alternate Tabulation Supervisor:

Susan Cunningham
Johnathan Escamilla

Presiding Judge: Dottie Cornett
Alternate Presiding Judge: Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the postelection manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. https://www.brazoriacountyclerktx.gov.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for the Eleven Early Voting by Personal Appearance locations will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Additional polling locations requested by any Political Subdivision to be opened during the early voting period will be separately billed to the requestor.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

- 1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- 2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
- 4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
- 5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

- 7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
- 9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
- 11. <u>Authorization of Agreement</u>. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
- 12. <u>Purpose, Terms, Rights, and Duties of the Parties</u>. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
- 13. <u>Payments from Current Revenues</u>. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
- 14. <u>Fair Compensation</u>. The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
- 15. <u>Termination</u>. At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
- 16. <u>Funding</u>. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's **sole and exclusive remedy** shall be to terminate this Agreement.
- 17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
- 18. <u>Public Information</u>. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq.,

as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

- 19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- 20. No Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
- 21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
- 22. Sovereign Immunity Acknowledged and Retained. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of <u>2,000.00</u>. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is <u>February 14, 2025</u>. Therefore, the Deposit is due by February 24, 2025.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 3, 2025. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HER executed on behalf of	_	ent, its multiple originals all of equal force, has been
(1) On the by the County Clerk p	_ day of ursuant to the Tex	, 2025, been executed on behalf of the County Clerk as Election Code;
(2) On the d Subdivision by its May Subdivision.	ay of or or authorized r	, 2025, has been executed on behalf of the Political epresentative, pursuant to an action of the Political BRAZORIA COUNTY, COUNTY CLERK by
		Joyce Hudman, County Clerk
ATTEST:	CIT	Y OF IOWA COLONY, TEXAS
		siding Officer or Authorized Representative

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)	East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Clute	Clute Event Center. 100 Parkview Dr
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Doris Williams Civic Center, 333 Hwy 332 East
Manvel	Manvel Annex, 7313 Corporate Dr
Pearland East	Tom Reid Library, 3522 Liberty Dr
Pearland West	West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek	West Pearland Library, 11801 Shadow Creek Pkwy
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia	Precinct 4 Building #2, 121 N 10 th St

DATES AND HOURS:

April 22-26	8 AM – 5 PM
April 28-29	8 AM – 5 PM

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal)East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Clute	Clute Event Center, 100 Parkview Dr
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Doris Williams Civic Center, 333 Hwy 332 East
Manvel	Manvel Annex, 7313 Corporate Dr
Pearland Este	Tom Reid Library, 3522 Liberty Dr
Pearland Oeste	West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek	West Pearland Library, 11801 Shadow Creek Pkwy
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia	Precinct 4 Building #2, 121 N 10 th St

FECHAS Y HORAS

22-26 de abril	8 AM – 5 PM
28-29 de abril	8 AM – 5 PM

Juga Kludman

Item 8.

CITY OF IOWA COLONY

City Council Agenda Item Request Form

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

	placement of an item on the city council Agenda.
Date: 2/5/2025	
Department Making Request: 30 - Pub	lic Works
Person Making Request: Dinh Ho, P.E	
Item Type: Contract	
Budgeted? YES Cost: 16	557737.85
If budgeted, identify account:	
Short Description:	
Services for the Drainage Improve	-DR/MIT Contract No. 24-065-009-E166 to Mar-Con ements on Iowa Colony Blvd.
Explanation/Justification Details:	
The City was awarded funds throu Improvement project.	gh the CDBG-DR/MIT for development of a Drainage
The project will funding drainage in on Iowa Colony Blvd., south of Dav	mprovements, including removal of an existing bridge venport Parkway.
The bids were received in Novemb	per but has been delayed as staff verified references.
Upon review, we are recommendir \$1,657,737.85.	ng Mar-Con Services to be awarded in the amount of
Requestor Signature:	E.
This section to be completed by City Secr	retary, City Attorney, and City Manager's Office only:
Legal Review is complete, legal documer	nts are prepared:
	City Attorney
Item is approved for placement on Council	cil Agenda:

City Manager

Item 9.

CITY OF IOWA COLONY

Item is scheduled for placement on the

City Council Agenda Item Request Form

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

Date: 02/04/2025	
Department Making Request: 30 - Public Works	
Person Making Request: Dinh Ho, P.E.	
Item Type: Ordinance	
Budgeted? NO Cost: 0	
If budgeted, identify account:	
Short Description:	
Updating the schedule of fees for non-residential taps and meteral adding a security deposit for non-residential users.	s fees. In addition,
Explanation/Justification Details:	
Staff and Si Environmental has been working on updating the fee associated with non-residential users.	schedule to cover cost
The proposed revision allows the operator to provide a detailed of installation of water and sewer taps for non-residential based on a line addition, staff will be adding an security deposit of \$200 for not	a case by case scenario.
Requestor Signature:	
======================================	
This section to be completed by City Secretary, City Attorney, and City Mana	ger's Uttice only:
Legal Review is complete, legal documents are prepared: City At	torney
Item is approved for placement on Council Agenda:	
-	anager

RESOLUTION NO.	

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE ADOPTED FEE SCHEDULE AS ESTABLISHED BY ORDINANCE NO. 2023-26

NOW, THEREFORE, BE IT 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 ("the City") adopted a Fee Schedule Ordinance on the 16th day of October 2023.
- **SECTION 2.** Section 3 of Ordinance No. 2023-26, Establishing a Fee Schedule, authorizes the City, from time to time, to amend the adopted fee schedule by resolution.
- **SECTION 3.** That it is determined upon further review by city staff that the Fee Schedule as established by Ordinance No. 2023-26, requires additional amendments. All other provisions of said ordinance shall remain in full force and effect.
- **SECTION 4.** That the City Council of the City of Iowa Colony, Texas, hereby adopts the Fee Schedule as amended and set forth, attached hereto, and incorporated herein by reference.
- **SECTION 5**. That it is 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.

READ, PASSED AND ADOPTED ON February 10, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

KAYLEEN ROSSER, CITY SECRETARY CITY OF IOWA COLONY, TEXAS



FEE

SCHEDULE OF FEES

February 2025

DESCRIPTION

COMMUNITY DEVELOPMENT

ZONING	
DESCRIPTION	FEE
OCCUPANCY PERMITS, NON RESIDENTIAL	
New Construction	\$100
Remodel/Alterations	\$50
Change of Use/Tenancy	\$75
Temporary Business Permits	\$50
Interpretation From Zoning Official	\$50
REZONING	
Minimum up to 1 Acre	\$1,000
All Request over 1 Acre	\$2,000
Specific Use Permit	\$1,000
Planned Unit Development (See Special District Policy)	Actual Cost
(See Special District Policy)	(\$10k Deposit Required)
Appeal To Zoning Board Of Adjustments	\$1,000

SUBDIVISIONS / PLATS		
DESCRIPTION	FEE	
PLATTING		
Preliminary Plats	\$750 +\$20 per lot +\$100/ac for reserves	
Final Plats	\$750 +\$20 per lot +\$110/ac for reserves	
Abbreviated Plat (when allowed)	Sum of Preliminary and Final	
General Plan	\$1,000	
Recording	\$300 + Fees	
Plan Recheck Fee	\$350	
(Beginning with 2nd recheck)		
PLAT AMENDMENTS		
Vacating Preceding Plat	\$350	
Without Vacating Preceding Plat	\$500	
Note: per acre fees are not prorated		

ENGINEERING		
ENGINEERII DESCRIPTION	NG FEE	
COMMERCIAL CIVIL PLAN REVIEW FEES	FEE	
\$0 - \$100,000	\$1.000	
Over \$100,000.00	\$1,000 + (\$2.50/\$1,000 in value)	
SUBDIVISION PLAN REVIEW FEES		
Water, Sewer, Drainage, & Paving	\$100 per lot (min \$1,000)	
DUDU O INFOACTOUCTURE DUAN REVIEW FEE		
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES		
Water/Sewer/Storm Drainage Paving	\$1,000 + \$0.50 per LF of Pipe \$1,000 + \$2,000 per lane/mile	
Detention & Drainage Facilities	\$1,000 + \$2,000 per lane/fille \$1,000 + (\$2.50/\$1,000 in value)	
Other Infrastructure	\$1,000 + (\$2.50/\$1,000 in value)	
Plan Review Recheck Fee (after 2 reviews)	\$350	
DRAINAGE REPORT REVIEW FEES		
	\$3.500	
0 - 100 Acres (up to 2 reviews)	4 - 7	
> 100 Acres (up to 2 reviews) Duplicate Fees for Every Two Additional Reviews	\$3,500 + \$10 per ac. over 100 ac.	
,		
TRAFFIC IMPACT ANALYSIS		
Category I	\$250.00 (min required)	
Category II	\$1,000	
Category III	\$2,000	
Category IV	\$3,000	

RIGHT-OF-WAY PLAN REVIEW FEES

Work within ROW

One to Ten Acres	\$1,000
More than Ten Acres	\$1,000 + \$50/acre over 10
	(\$5k Max)
	(ψοιτ πιαλή
OTHER FEES	3
DESCRIPTION	FEE
Use of Special Districts	See Special District Policy
Variance Request	\$1,000
Regional Parkland Dedication Fee	\$1,147 Per Dwelling Unit
Neighborhood Park Fee (in lieu of Dedication)	\$1,538 Per Dwelling Unit
•	•
CIVIL CONSTRUCTION P	ERMIT FEES
DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
\$0 - \$100 000	\$1,000

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)

DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
\$0 - \$100,000	\$1,000
\$100,000.01 +	1% of CC value
SUBDIVISION PERMIT	
Water, Sewer, Drainage & Paving	\$1,000 + \$350 per lot
Detention & Drainage Facilities	1% of CC value
PUBLIC INFRASTRUCTURE PERMIT	
Water/Sewer/Storm Drainage	\$1,000 + \$2/LF of Pipe
Paving	\$1,000 + \$8,000 per lane/mi
Other Infrastructure	1% of CC value

\$250



SCHEDULE OF FEES

February 2025

BUILDING PERMITS

COMMERCIAL CONSTRUCTION PERMIT FEES		
IMPROVEMENT VALUE	FEE	
(Based on valuation applied	d to Table 1A below)	
\$0 - \$1,000	\$75	
\$1,000.01 - \$50,000	\$75 + (\$5.00 per \$1,000 of valuation)	
\$50,000.01 - \$100,000	\$320 + (\$4.00 per \$1,000 of valuation)	
\$100,000.01 - \$500,000	\$520 + (\$3.00 per \$1,000 of valuation)	
\$500,000.01 - \$1,000,000	\$1,720 + (\$2.00 per \$1,000 of valuation)	
\$1,000,000.01 and up Construction Valuation based on International Code Council Valuation Tables as of August 2014	\$2,500 + (\$1.00 per \$1,000 of valuation)	

RESIDENTIAL PERMIT FEES	
PERMIT TYPE	FEE
Construction Permit Renewal Building Permit (exp 180 days) Home Owners Pond Permits Swimming Pool Permit Pool Electrical & Plumbing Permits	\$0.40 per square foot \$150 \$50 Based on Value of Pool Schedule D, E, & F as Appropriate
Residential Demolition Permits HUD code manufactured home permits are based	\$50 on the value of the home

TRADE/OTHER PERMIT FEES (ELECTRICAL, PLUMBING, HVAC, RESIDENTIAL ACCESSORY STRUCTURES)		
IMPROVEMENT VALUE	FEE	
Minimums	\$100.00 Residential Mininimum	
	\$300.00 Commercial Minimum	
\$0 - \$10,000	\$75 + 5% valuation	
\$10,000.01 - \$50,000	\$300 + 3% valuation	
\$50,000.01 - \$200,000	\$1,000 + 2% valuation	
\$200,000.01 and up	\$5,000	

DIRT WORK PERMITS	
DESCRIPTION	FEE
Property located in a floodplain	\$500
Property located in floodplain (Incidental fill up to one load (14 cubic yards)/yr , residential only)	\$100
Property Outside the floodplain over 5 loads	\$250
Elevation Certificate Review (each)	\$150
Elevation Certificate Review (each)	\$150

OTHER COMMERCIAL BUILDING PERMITS		
DESCRIPTION		FEE
Commercial Building Permit Renewal after 365 days)	(Expires	\$300
Commercial Demolition Permit (Requires asbestos survey)		\$100
Building Plan Review Fee		50% of Building Permit Fee

OTHER BUILDING FEES & PERMITS					
DESCRIPTION	FEE				
Re-Inspection Fees	First \$50, Second \$75, Third + \$100				
Working without Permit Fee	Double permit fees				
Sales/Construction Trailer/Building Permits	\$150				



SCHEDULE OF FEES

February 2025

BUILDING PERMITS

Table A1: Square Foot Construction Costs (a, b, c, d)									
Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	226.76	219.31	213.96	205.01	192.75	187.2	198.12	176.19	169.52
A-1 Assembly, theaters, without stage	207.79	200.35	194.99	186.04	173.88	168.33	179.15	157.32	150.65
A-2 Asssembly, nightclubs	176.13	171.14	166.41	159.9	150.48	146.32	154.26	136.32	131.68
A-2 Assembly, restaurants, bars, banquet halls	175.13	170.14	164.41	158.9	148.48	145.32	153.26	134.32	130.68
A-3 Assembly, Churches	209.84	202.4	197.04	188.09	176.18	170.63	181.2	159.62	152.95
A-3 Assembly, general, community halls, libraries, museums	175.12	167.68	161.32	153.37	140.31	135.76	146.48	123.75	118.08
A-4 Assembly, arenas	206.79	199.35	192.99	185.04	171.88	167.33	178.15	155.32	149.65
B Business	181.09	174.44	168.64	160.29	146.09	140.6	153.96	128.21	122.54
E Educational	193.98	187.3	181.81	173.58	161.65	153.1	167.59	141.27	136.67
F-1 Factory and industrial, moderate hazard	107.9	102.96	96.85	93.24	85.53	79.76	89.27	68.81	64.8
F-2 Factory and industrial, low hazard	106.9	101.96	96.85	92.24	83.53	78.76	88.27	68.81	63.8
H-1 High Hazard, explosives	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	N.P.
H234 High Hazard	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	58.10
H-5 HPM	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
I-1 Institutional, supervised environment	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
I-2 Institutional, hospitals	305.47	298.82	293.02	284.67	269.47	N.P.	278.34	251.59	N.P.
I-2 Institutional, nursing homes	211.47	204.82	199.02	190.67	177.47	N.P.	184.34	159.59	N.P.
I-3 Institutional, restrained	206.32	199.67	193.87	185.52	172.82	166.33	179.19	154.94	147.27
I-4 Insitutional, day care facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
M Mercantile	131.29	126.3	120.57	115.06	105.29	102.13	109.42	91.13	87.49
R-1 Residential, hotels	180.89	174.58	169.54	162.4	149.39	145.5	162.08	134.22	129.61
R-2 Residential, multiple family	151.7	145.39	140.35	133.21	120.92	117.03	132.89	105.75	101.14
R-3 Residential, one and two family	143.18	139.24	135.76	132.27	127.1	123.91	129.53	118.85	111.36
R-4 Residential, care/assisted living facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
S-1 Storage, moderate hazard	100.01	95.07	88.96	85.35	75.83	72.07	81.38	61.11	57.10
S-2 Storage, low hazard	99.01	94.07	88.96	84.35	75.83	71.07	80.38	61.11	56.10
U Utility, miscellaneous	76.35	71.93	67.45	64.00	57.56	53.75	61.01	45.05	42.90

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. For shell only buildings deduct 20 percent

d. N.P. = not permitted



SCHEDULE OF FEES

February 2025

FIRE PREVENTION PERMITS

OPERATIONAL PERMITS	
DESCRIPTION	FEE
Foster Care Facility (Inspected Annually)	\$125
Adult & Child Daycare Facility (Inspected Annually)	\$150
Residential Care Facility (Inspected Annually)	
3-5 licensed beds	\$100
6-16 licensed beds	\$150
Over 16 licensed beds	\$200
Health Care Facility (Inspected Annually)	
1 - 100 licensed beds	\$100
101 - 150 licensed beds	\$150
> 150 licensed beds	\$200
Hazardous Material	\$125
Carnivals or Fairs (per event)	\$250
High Pile Storage (Inspected Annually)	\$100
Pool Supply Retail Establishment (Inspected Annually)	\$50
Carbon Dioxide Systems (Inspected Annually)	\$75
Dry Cleaning Plant (Inspected Annually)	\$75
Temporary Storage Tanks (Flammable/combustible liquids	or compressed gas)
Per Tank	\$50
Hot-work Operations (per site)	\$100
Flammable/Combustible Liquids	\$75
Compressed Gas (annual - storage over 2,000 cu feet)	\$75
Rooftop Heliports	\$500
Tire-rebuilding Plants	\$500
Explosives/ Fireworks/ Pyrotechnic Special Effects Material (per event)	\$1,000

CONSTRUCTION PERMIT FEES					
PERMIT TYPE	FEE				
Permit Fee	\$150				
Automatic Fire-Extinguishing System	\$100				
First 10,000 sq ft.	Add \$50				
Each Additional 10,00 sq. ft	Add \$25 each				
Add, Remove, or Relocate 1-25 Sprinkler Heads	Add \$75				
Add, Remove, Or Relocate 25+ Sprinkler Heads	Add \$100				
Fixed Fire Extinguishing System	\$100				
Battery Systems (liquid capacity over 50 gallons)	\$100				
Compressed Gasses	\$100				
Fire alarm and detection systems & related equipment	\$100				
(automatic, manual, and/or monitored)					
Fire pumps and related equipment	\$100				
Flammable and combustible liquids	\$150				
Hazardous materials	\$50				
Industrial ovens	\$100				
LP-gas	\$25				
Private fire hydrants (per hydrant installation)	\$150				
Spraying or dipping	\$50				
Standpipe systems (per 2 connections)	\$50				
Smoke control systems	\$75				
Underground private fire mains	\$50				
Gates or barriers across roadways or private drives	\$50				

FIRE RE-INSPECTION FEES				
DESCRIPTION	FEE			
First Re-Inspection Fee	\$50			
Subsequent Re-inspections will increase	\$25			



SCHEDULE OF FEES

February 2025

OTHER PERMITS

PARKS AND RECREATION	
DESCRIPTION	RENTAL FEES
PARK USE PERMIT	
Groups Over 25 People	\$50
Groups Over 75 People	\$50 + \$80/hr for 2 COIC Police Office
ATHLETIC FIELD AND FACILITY RENT	ΓAL
IC User Group	\$5/per person
Non-IC User Group	\$25/per person
FIELD RENTAL RATE	
Daily Rate (per day)	\$100 per field
Evening Rate (per night)	\$100 per field
Weekend Day (per day)	\$175 per field
Weekend Evening (per night)	\$250 per field
Evening Begins after 6 PM. Weekends	include Friday, Saturday, & Sunday.

FOOD SERVICES	
DESCRIPTION	AMOUNT
Food Dealer Annual - 101 & More Employees	\$700
Food Dealer Annual - 51-100 Employees	\$600
Food Dealer Annual - 26-50 Employees	\$500
Food Dealer Annual - 10-25 Employees	\$400
Food Dealer Annual - 5-9 Employees	\$300
Food Dealer Annual - 1-4 Employees	\$200
Food Dealer Other - Compliant Inspection	\$300
Food Dealer Other - Late Fee fo Expired Annual Permit	\$200
Food Dealer Other - Plan Review	\$150
Food Dealer Other - Pre-Opening & Post Opening Insp.	\$75
Food Dealer Other - Re-Inspection Fee	\$125

ELECTRICAL PERMITS	
DESCRIPTION	AMOUNT
Generator with 1 Transfer Switch	\$150
Generator Plan Review Fee	\$50
Solar - Up to 2500 Sq Ft Home	\$150
Solar - Greater than 2500 Sq Ft Home	\$300
Solar - Commercial	\$300
Solar - Plan Review Fee	\$50

PUBLIC WORKS		
PERMIT TYPE	FEE	
Culvert Per Crossing	\$150	
Additional Culvert Crossings (each)	\$50	
After Hours & Weekend Inspections	\$100 per hr (4 hr minimum)	
DRIVEWAY PERMITS & INSPECTION FEE		
Commercial Property	\$500	
Residential	\$150	
Residential Additional Driveway (each)	\$50	

HOME-BASED BUSINESS PERMIT	
DESCRIPTION	FEE
Type A Business - No permit or registration required	\$0
Type B Business - No permit or registration required	\$0
Type C Business - Permit or registration required	\$100 (includes inspection)



SCHEDULE OF FEES

February 2025

UTILITY BILLINGS

Post Builder Inspection

Customer Service Inspection SFR

Backflow Prevention Device Test

New User Security Deposit SFR

CSI Backflow Prevention Device Test

WATER & SEWER RATES		
RESIDENTIAL	RATES	
Water 0 - 5,000 gal 5,001 - 10,000 gal 10,001 - 20,000 gal 20,001 and over	\$25.00 Base \$3.00/kGal \$3.50/kGal \$4.00/kGal	
Sewer (All included)	\$25.00	
NON-RESIDENTIAL	RATES	
Water 0 - 2,000 gal 2,001 - 5,000 gal 5,001 - 10,000 gal 10,001 - 20,000 gal 20,001 and over	\$25.00 Base*LUE \$4.00/kGal \$4.50/kGal \$5.25/kGal \$5.25/kGal \$25.00	
LIMINO LIMIT FOUNDALENCY		
LIVING UNIT EQUIVALENCY Meter Size 5/8" 1" 1 1/2" 2" 3" 4" 6" 8" 10" 12"	LUE Factor 1.00 1.00 3.33 5.33 10.00 16.67 33.33 53.33 76.67 143.33	
TAPS AND INSPECTION	FEE	
SINGLE FAMILY RESIDENTIAL Single Family Residential User tap fee 5/8" Single Family Residential User tap fee 1" Single Family Residential User tap fee >1" Sewer Tap Fees Pre-Builder Inspection	\$1,200 \$1,920 Cost X 2 \$134 \$134	

TAPS AND METERS	
PERMIT TYPE	FEE
WATER METER COST ONLY	
5/8" Meter	\$230
3/4" Meter	\$250
1" Meter	\$325
Meters larger than 1"	As quoted
ENDPOINTS	
	¢475
With Meter	\$175 \$225
Replacement (Damaged) 2nd Replacement	\$400
3+ Replacement	\$750
3+ Neplacement	Ψ130
TAPS AND INSPECTION	FEE
NON SINGLE FAMILY RESIDENTIAL	
Non Single Family Residential User tap fee	Cost X 2
Non Taxable User tap fee	Cost X 2
Public Space User tap fee	Cost
Irrigation Systems tap fee	Cost X 2
Sewer Connection Inspection Fee NSFR	\$266
Sewer Connection Inspection Fee Non Taxable User	\$266
Additional Sewer Connection Inspection Fee NSFR	\$332
Additional Sewer Connection Inspection Fee Non Taxat	\$332
Customer Service Inspection SFR	\$332
Backflow Prevention Device Test (all meters)	\$332
CSI Backflow Prevention Device Test	\$332
Re-inspection	\$332
Grease Trap Inspection monthly fee	\$134 \$800
Temporary Water Service deposit Temporary water service meter install	\$600 \$50
Temporary water service usage (\$/kgal)	\$1.50
Service Agreement admin fee	\$1.50 \$25
Surcharge for Service (per gallon)	\$0.05
Late fees	10%
Reconnection fee	\$65
Pulled Meter re-installation fee	\$110
Termination of Service Upon Request of User discontinu	\$20
After Hours Disconnect/Reconnect Service Charge	\$40
Returned Check fee	\$25
New Account Fee	\$25
New User Security Deposit NSFR	\$200
Builder Security Deposit	\$1,000
Transfer Fee	\$35
Deliquent Letter Fee	\$10

\$134

\$200

\$134

\$134 \$134

\$75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, CREATING THE CRYSTAL CENTER PUBLIC IMPROVEMENT DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the City Council (the "City Council") of the City of Iowa Colony, Texas (the "City") is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act") to create a public improvement district (a "PID") within its corporate limits and within its extraterritorial jurisdiction; and

WHEREAS, the City received a petition (the "Petition"), requesting the establishment of a PID (to be known as the "Crystal Center Public Improvement District") (the "District"); and

WHEREAS, the Petition included the 109 acres of land which is further described by metes and bounds in Exhibit A (the "Property"); and

WHEREAS, the Petition was signed by the record owner of taxable real property representing more than 50% of the appraised value of the real property liable for assessment and the record owner of taxable real property that constitutes more than 50% of the area of all taxable real property within the District that is liable for assessment, (the "Petitioner") and as such, the Petition complies with the Act; and

WHEREAS, on January 13, 2025, the City Council accepted the Petition and called a public hearing for February 10, 2025, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by firstclass mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 10, 2025; and

WHEREAS, the public hearing was held on February 10, 2025, and the City Council now desires to create the District; NOW THEREFORE,

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

- Section 1. That the findings set forth in the recitals of this resolution are found to be true and correct and are incorporated herein for all purposes.
- Section 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

Section 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and evidence and testimony presented at the public hearing on February 10, 2025, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, including detention, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) firefighting facilities and equipment, (vi) design, construction and other allowed costs related to projects similar to those listed in sections (i) - (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vii) payment of expenses incurred in the establishment, administration, and operation of the District; (viii) payment of expenses associated with financing such Authorized Improvements, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (ix) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) Estimated Costs of the Authorized Improvements and Apportionment of Costs. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the District is \$20,000,000. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the District. The remaining costs of the Authorized Improvements will be paid from sources other than those described above.
- (d) Boundaries of the District. Approximately 109 acres of land within the corporate limits and extraterritorial jurisdiction the City of Iowa Colony, Texas, Brazoria County, Texas. A metes and bounds description of the boundaries of the District is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

- (e) Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefitting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) Apportionment of Cost Between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioners.
- (g) *Management of the District*. The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.
- Section 4. That the creation of the Crystal Center Public Improvement District is hereby confirmed, authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.
- Section 5. That the City Manager is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.
- Section 6. That the City Secretary is hereby authorized and directed to file a copy of this resolution with the Brazoria County Clerk no later than the seventh (7th) day after its date of adoption.
- Section 7. That this resolution shall take effect immediately from and after its passage by the City Council of the City of Iowa Colony, Texas.

INTRODUCED, READ and PASSED by the at Iowa Colony, Texas this the 10 th day of Februar	ffirmative vote of the City Council of the City of y, 2025.
ATTEST:	WIL KENNEDY, Mayor
KAYLEEN ROSSER, City Secretary	
•	on this day personally appeared Wil Kennedy, n to me to be the person who signed the above and
	and foregoing Resolution in my presence for the
Given under my hand and seal of office	this the, 2025.
	Notary Public, State of Texas
[NOTARY STAMP]	

Exhibit A District Boundaries

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 109.0 acre (4,749,117 square feet) tract of land situated in the W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515), and the H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being all of a called 39.03 acre tract conveyed to Iowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2006003947, Brazoria County Official Public Records, being all of a called 33.38 acre tract conveyed to Land Tejas Sterling Lakes South, L.L.C. by deed recorded in Clerk's File No. 2017048394, Brazoria County Official Public Records, being all of a called 4.635 acre tract conveyed to Land Tejas Sterling Lakes South, LLC by deed recorded in Clerk's File No. 2017039909, Brazoria County Official Public Records, being all of a called 1.954 acre tract conveyed to Brazoria County Municipal Utility District No. 31 by deed recorded in Clerk's File No. 2023057065, Brazoria County Official Public Records, being all of a called 7.105 acre tract conveyed to Rajendra K. Koduru and Ramesh Sakarepalle by deed recorded in Clerk's File No. 2024034147, Brazoria County Official Public Records, being all of a called 3.333 acre tract conveyed to Rajendra K. Koduru and Janaki D. Sarikonda by deed recorded in Clerk's File No. 2024034153, Brazoria County Official Public Records, being all of a called 2.500 acre tract conveyed to City of Iowa Colony by deed recorded in Clerk's File No. 2024032995, Brazoria County Official Public Records, being a portion of a called 19.71 acre tract (Tract 1) conveyed to Iowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2004060186, Brazoria County Official Public Records, being a portion of Restricted Reserve "M", Block 4, of Sterling Lakes At Iowa Colony Sec. 4 according to the plat thereof recorded in Clerk's File No. 2007014732, Brazoria County Map Records, and being a portion of a called 31.51 acre tract (Tract 1) conveyed to Sterling Meridiana 35 GP, LLC by deed recorded in Clerk's File No. 2022035646, Brazoria County Official Public Records; said 109.0 acre (4,749,117 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:

COMMENCING at a PK nail found, being the northwest corner of a called 9.954 acre tract conveyed to Thomas Moeller and Pauline Moeller by deed recorded in Clerk's File No. 2002025798, Brazoria County Official Public Records, being on the east line of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P. by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records, being on the centerline of Cedar Rapids Parkway (also known as County Road 57) (right-of-way width varies)) by deed recorded in Volume 2, Page 113, Brazoria County Deed Records, and according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, and Clerk's File No. 2023051605, Brazoria County Map Records, being on the centerline of Karsten Boulevard (also known as County Road 383) (90- foot right-of-way) according to the plat thereof recorded in Clerk's File

No. 2023051605, Brazoria County Map Records, and being on the centerline of a road (40-foot right-of-way) recorded in Vol. 2, Pg. 113, Brazoria County Deed Records;

THENCE, South 02°46'04" East, along the west line of said called 9.954 acre tract, along the east line of said called 455.9 acre tract, and along the centerline of said 40-foot road, 1,320.23 feet to a 5/8-inch iron rod (bent) found, being the southwest corner of said called 9.954 acre tract, being the northwest corner of said called 39.03 acre tract, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 87°06'55" East, 1,318.78 feet to a 2-inch disc in concrete found, being the southeast corner of Guajardo Subdivision according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, being the northeast corner of said called 39.03 acre tract, and being on the west line of said called 19.71 acre tract;

THENCE, North 02°51'16" West, along the east line of said Guajardo Subdivision and along the west line of said called 19.71 acre tract, at a distance of 423.00 feet passing a 2-inch disc in concrete found, being the southeast corner of Lot 6 of said Guajardo Subdivision, at a distance of 1,290.00 feet passing a 2-inch disc in concrete found, being the northeast corner of Lot 6 of said Guajardo Subdivision, continuing in all a distance of 1,294.45 feet to a 3/4-inch iron rod found, being on the south right-of-way line of said Cedar Rapids Parkway;

THENCE, North 87°08'57" East, along the south right-of-way line of said Cedar Rapids Parkway, 153.93 feet to a Texas Department of Transportation (TxDOT) monument found, being on the proposed west right-of-way line of State Highway 288 (right-of-way width varies per TxDOT right-of-way map RCSJ-0598- 02-124, completed October 2017), and being the beginning of a curve to the left;

THENCE, along the proposed west right-of-way line of said State Highway 288, the following three (3) courses and distances:

- 1. Along said curve to the left in a southerly direction, with a radius of 658.00 feet, a central angle of 19°47'04", an arc length of 227.21 feet, and a chord bearing South 06°32'48" East, 226.08 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 16°26'20" East, 572.63 feet to a TxDOT monument found, being the beginning of a curve to the right;
- 3. Along said curve to the right in a southerly direction, with a radius of 1,420.00 feet, a central angle of 18°29'57", an arc length of 458.48 feet, and a chord bearing South 07°06'39" East, 456.49 feet to a point, being on the east line of said called 19.71 acre tract, being on the existing west right of- way line of State Highway 288 (420-foot right-of-way) by deeds recorded in Volume 1040, Page 936, Volume 1043, Page 898, Volume 1043, Page 902, Volume 1049, Page 719, Volume 1051, Page 524, Volume 1111, Page 773, Volume 1129, Page 426, and Volume 1129, Page 432, Brazoria County Deed Records, and being the beginning of a reverse curve to the left, from which a TxDOT monument found bears South 02°10' West, 1.0 feet;

THENCE, along the existing west right-of-way line of said State Highway 288, along the east line of said called 19.71 acre tract, along the east line of said called 39.03 acre tract, along the east line of said called 31.51 acre tract, along the east line of said called 31.51 acre tract, along the east line of said called 1.954 acre tract, and along said reverse curve to the left in a southerly direction, with a radius of 11,669.16 feet, a central angle of 14°14'27", an arc length of 2,900.35 feet, and a chord bearing South 10°45'51" West, 2,892.89 feet to a TxDOT monument found, being the beginning of a reverse curve to the right;

THENCE, continuing along the existing west right-of-way line of said State Highway 288 and continuing along the east line of said called 31.51 acre tract, the following four (4) courses and distances:

- 1. Along the east line of said called 1.954 acre tract and along said reverse curve to the right in a southwesterly direction, with a radius of 996.45 feet, a central angle of 44°40'25", an arc length of 776.93 feet, and a chord bearing South 25°57'53" West, 757.40 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 48°18'05" West, 184.28 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left:
- 3. Along said curve to the left in a southwesterly direction, with a radius of 446.46 feet, a central angle of 37°39'28", an arc length of 293.44 feet, and a chord bearing South 29°28'21" West, 288.18 feet to a 5/8-inch iron rod (with cap) found;
- 4. South 40°28'02" West, 134.81 feet to a point, being on the north right-of-way line of Meridiana Parkway (also known as County Road 56) (120-foot right-of-way) by deeds recorded in Volume 2, Page 113 and Volume 1051, Page 524, Brazoria County Deed Records, by deed recorded in Clerk's File No. 2015043801, Brazoria County Official Public Records, and according to the plat thereof recorded in Clerk's File No. 2017058165, Brazoria County Map Records, from which a 5/8-inch iron rod (with cap) found bears North 20°44' East, 0.2 feet;

THENCE, South 87°49'26" West, along the north right-of-way line of said Meridiana Parkway and along the south line of said called 31.51 acre tract, 4.96 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 5.988 acre tract conveyed to Shops at Sterling Lakes, LLC by deeds recorded in Clerk's File Nos. 2023026033 and 2024009587, Brazoria County Official Public Records, being on the south line of said called 31.51 acre tract and being on the north right-of-way line of said Meridiana Parkway;

THENCE, North 02°32'26" West, along the east line of said called 5.988 acre tract, 390.87 feet to a 5/8- inch iron rod (with cap) found, being the northeast corner of said called 5.988 acre tract;

THENCE, along the north line of said called 5.988 acre tract, the following three (3) courses and distances:

- 1. South 66°17'34" West, at a distance of 227.76 feet passing a 1/2-inch iron rod (with cap) found, continuing in all a total distance of 237.01 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 86°17'31" West, 314.70 feet to a 5/8-inch iron rod (with cap) found;

Exhibit A,

3. North 03°42'29" West, 157.42 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 5.988 acre tract and being on the east line of said called 2.500 acre tract;

THENCE, South 51°35'28" West, along the west line of said called 5.988 acre tract and along the east line of said called 2.500 acre tract, 100.24 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, continuing along the west line of said called 5.988 acre tract, continuing along the east line of

said called 2.500 acre tract and along said curve to the left in a southwesterly direction, with a radius of

260.00 feet, a central angle of 08°11'45", an arc length of 37.19 feet, and a chord bearing South 47°29'34"

West, 37.16 feet to an "X" cut in concrete found, being the southeast corner of said called 2.500 acre tract and being on the east right-of-way line of Karsten Boulevard (right-of-way width varies) according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records;

THENCE, North 46°36'20" West, 80.00 feet to the southwest corner of said called 2.500 acre tract, being the northeast corner of Reserve A, Block 1, of Karsten Boulevard North Phase 1 and Reserve according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records, and being on the west right-of-way line of said Karsten Boulevard, from which a 5/8-inch iron rod (with cap) found bears South 79°43' East, 0.3 feet;

THENCE, North 54°57'27" West, 10.11 feet to the southeast corner of Lot 20, Block 1, of Sterling Lakes At Iowa Colony Sec. 6 according to the plat thereof recorded in Clerk's File No. 2006074174, Brazoria County Map Records, from which a 5/8-inch iron rod (with cap) found bears North 32°45' East, 0.3 feet;

THENCE, North 54°55'11" West, 119.14 feet to a 5/8-inch iron rod (with cap) found, being the west corner of said called 31.51 acre tract and being the south corner of Lot 19, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6;

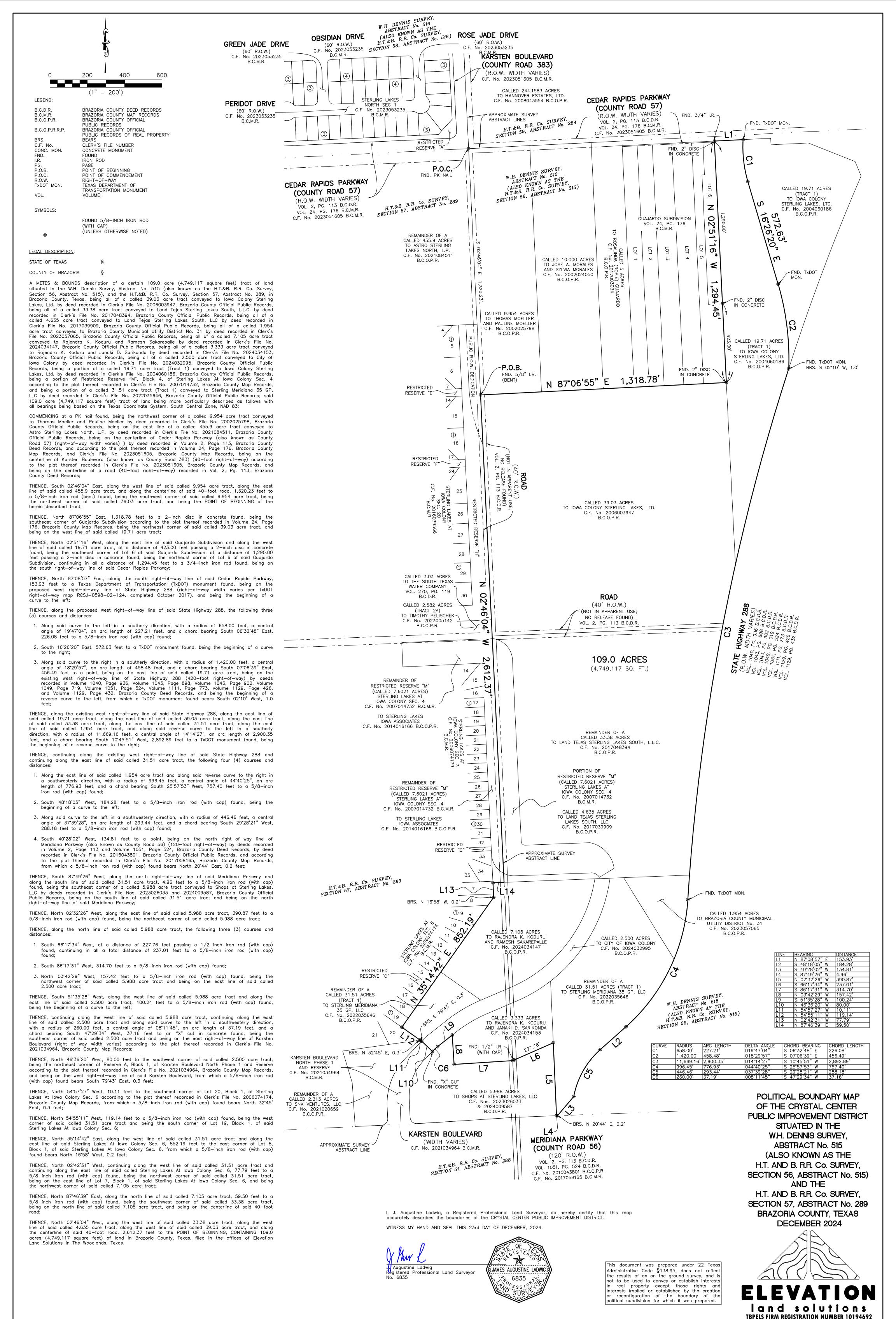
THENCE, North 35°14'42" East, along the west line of said called 31.51 acre tract and along the east line of said Sterling Lakes At Iowa Colony Sec. 6, 852.19 feet to the east corner of Lot 8, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6, from which a 5/8-inch iron rod (with cap) found bears North 16°58' West, 0.2 feet;

THENCE, North 02°42'31" West, continuing along the west line of said called 31.51 acre tract and continuing along the east line of said called Sterling Lakes At Iowa Colony Sec. 6, 77.79 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 31.51 acre tract, being on the east line of Lot 7, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6, and being the northwest corner of said called 7.105 acre tract;

THENCE, North 87°46'39" East, along the north line of said called 7.105 acre tract, 59.50 feet to a 5/8-inch iron rod (with cap) found, being the southwest corner of said called 33.38 acre tract, being on the north line of said called 7.105 acre tract, and being on the centerline of said 40-foot road;

THENCE, North 02°46'04" West, along the west line of said called 33.38 acre tract, along the west line of said called 4.635 acre tract, along the west line of said called 39.03 acre tract, and along the centerline of said 40-foot road, 2,612.37 feet to the **POINT OF BEGINNING**, **CONTAINING** 109.0 acres (4,749,117 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



9709 LAKESIDE BOULEVARD, SUITE 200

THE WOODLANDS, TX 77381 832-823-2200

Item 10.

Crystal Center P.I.D. 109.0 Acres

W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515) H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 109.0 acre (4,749,117 square feet) tract of land situated in the W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515), and the H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being all of a called 39.03 acre tract conveyed to Iowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2006003947, Brazoria County Official Public Records, being all of a called 33.38 acre tract conveyed to Land Tejas Sterling Lakes South, L.L.C. by deed recorded in Clerk's File No. 2017048394, Brazoria County Official Public Records, being all of a called 4.635 acre tract conveyed to Land Tejas Sterling Lakes South, LLC by deed recorded in Clerk's File No. 2017039909, Brazoria County Official Public Records, being all of a called 1.954 acre tract conveyed to Brazoria County Municipal Utility District No. 31 by deed recorded in Clerk's File No. 2023057065, Brazoria County Official Public Records, being all of a called 7.105 acre tract conveyed to Rajendra K. Koduru and Ramesh Sakarepalle by deed recorded in Clerk's File No. 2024034147, Brazoria County Official Public Records, being all of a called 3.333 acre tract conveyed to Rajendra K. Koduru and Janaki D. Sarikonda by deed recorded in Clerk's File No. 2024034153, Brazoria County Official Public Records, being all of a called 2.500 acre tract conveyed to City of Iowa Colony by deed recorded in Clerk's File No. 2024032995, Brazoria County Official Public Records, being a portion of a called 19.71 acre tract (Tract 1) conveyed to Iowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2004060186, Brazoria County Official Public Records, being a portion of Restricted Reserve "M", Block 4, of Sterling Lakes At Iowa Colony Sec. 4 according to the plat thereof recorded in Clerk's File No. 2007014732, Brazoria County Map Records, and being a portion of a called 31.51 acre tract (Tract 1) conveyed to Sterling Meridiana 35 GP, LLC by deed recorded in Clerk's File No. 2022035646, Brazoria County Official Public Records; said 109.0 acre (4,749,117 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:

COMMENCING at a PK nail found, being the northwest corner of a called 9.954 acre tract conveyed to Thomas Moeller and Pauline Moeller by deed recorded in Clerk's File No. 2002025798, Brazoria County Official Public Records, being on the east line of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P. by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records, being on the centerline of Cedar Rapids Parkway (also known as County Road 57) (right-of-way width varies)) by deed recorded in Volume 2, Page 113, Brazoria County Deed Records, and according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, and Clerk's File No. 2023051605, Brazoria County Map Records, being on the centerline of Karsten Boulevard (also known as County Road 383) (90-foot right-of-way) according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Map Records, and being on the centerline of a road (40-foot right-of-way) recorded in Vol. 2, Pg. 113, Brazoria County Deed Records;

THENCE, South 02°46'04" East, along the west line of said called 9.954 acre tract, along the east line of said called 455.9 acre tract, and along the centerline of said 40-foot road, 1,320.23 feet to a 5/8-inch iron rod (bent) found, being the southwest corner of said called 9.954 acre tract, being the northwest corner of said called 39.03 acre tract, and being the **POINT OF BEGINNING** of the herein described tract;

Item 10.

Crystal Center P.I.D. 109.0 Acres

W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515) H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289

THENCE, North 87°06'55" East, 1,318.78 feet to a 2-inch disc in concrete found, being the southeast corner of Guajardo Subdivision according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, being the northeast corner of said called 39.03 acre tract, and being on the west line of said called 19.71 acre tract;

THENCE, North 02°51'16" West, along the east line of said Guajardo Subdivision and along the west line of said called 19.71 acre tract, at a distance of 423.00 feet passing a 2-inch disc in concrete found, being the southeast corner of Lot 6 of said Guajardo Subdivision, at a distance of 1,290.00 feet passing a 2-inch disc in concrete found, being the northeast corner of Lot 6 of said Guajardo Subdivision, continuing in all a distance of 1,294.45 feet to a 3/4-inch iron rod found, being on the south right-of-way line of said Cedar Rapids Parkway;

THENCE, North 87°08'57" East, along the south right-of-way line of said Cedar Rapids Parkway, 153.93 feet to a Texas Department of Transportation (TxDOT) monument found, being on the proposed west right-of-way line of State Highway 288 (right-of-way width varies per TxDOT right-of-way map RCSJ-0598-02-124, completed October 2017), and being the beginning of a curve to the left;

THENCE, along the proposed west right-of-way line of said State Highway 288, the following three (3) courses and distances:

- 1. Along said curve to the left in a southerly direction, with a radius of 658.00 feet, a central angle of 19°47'04", an arc length of 227.21 feet, and a chord bearing South 06°32'48" East, 226.08 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 16°26'20" East, 572.63 feet to a TxDOT monument found, being the beginning of a curve to the right;
- 3. Along said curve to the right in a southerly direction, with a radius of 1,420.00 feet, a central angle of 18°29'57", an arc length of 458.48 feet, and a chord bearing South 07°06'39" East, 456.49 feet to a point, being on the east line of said called 19.71 acre tract, being on the existing west right-of-way line of State Highway 288 (420-foot right-of-way) by deeds recorded in Volume 1040, Page 936, Volume 1043, Page 898, Volume 1043, Page 902, Volume 1049, Page 719, Volume 1051, Page 524, Volume 1111, Page 773, Volume 1129, Page 426, and Volume 1129, Page 432, Brazoria County Deed Records, and being the beginning of a reverse curve to the left, from which a TxDOT monument found bears South 02°10' West, 1.0 feet;

THENCE, along the existing west right-of-way line of said State Highway 288, along the east line of said called 19.71 acre tract, along the east line of said called 39.03 acre tract, along the east line of said called 33.38 acre tract, along the east line of said called 31.51 acre tract, along the east line of said called 1.954 acre tract, and along said reverse curve to the left in a southerly direction, with a radius of 11,669.16 feet, a central angle of 14°14'27", an arc length of 2,900.35 feet, and a chord bearing South 10°45'51" West, 2,892.89 feet to a TxDOT monument found, being the beginning of a reverse curve to the right;

Crystal Center P.I.D. 109.0 Acres

W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515) H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289

THENCE, continuing along the existing west right-of-way line of said State Highway 288 and continuing along the east line of said called 31.51 acre tract, the following four (4) courses and distances:

- 1. Along the east line of said called 1.954 acre tract and along said reverse curve to the right in a southwesterly direction, with a radius of 996.45 feet, a central angle of 44°40'25", an arc length of 776.93 feet, and a chord bearing South 25°57'53" West, 757.40 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 48°18'05" West, 184.28 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
- 3. Along said curve to the left in a southwesterly direction, with a radius of 446.46 feet, a central angle of 37°39'28", an arc length of 293.44 feet, and a chord bearing South 29°28'21" West, 288.18 feet to a 5/8-inch iron rod (with cap) found;
- 4. South 40°28'02" West, 134.81 feet to a point, being on the north right-of-way line of Meridiana Parkway (also known as County Road 56) (120-foot right-of-way) by deeds recorded in Volume 2, Page 113 and Volume 1051, Page 524, Brazoria County Deed Records, by deed recorded in Clerk's File No. 2015043801, Brazoria County Official Public Records, and according to the plat thereof recorded in Clerk's File No. 2017058165, Brazoria County Map Records, from which a 5/8-inch iron rod (with cap) found bears North 20°44' East, 0.2 feet;

THENCE, South 87°49'26" West, along the north right-of-way line of said Meridiana Parkway and along the south line of said called 31.51 acre tract, 4.96 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 5.988 acre tract conveyed to Shops at Sterling Lakes, LLC by deeds recorded in Clerk's File Nos. 2023026033 and 2024009587, Brazoria County Official Public Records, being on the south line of said called 31.51 acre tract and being on the north right-of-way line of said Meridiana Parkway;

THENCE, North 02°32'26" West, along the east line of said called 5.988 acre tract, 390.87 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 5.988 acre tract;

THENCE, along the north line of said called 5.988 acre tract, the following three (3) courses and distances:

- 1. South 66°17'34" West, at a distance of 227.76 feet passing a 1/2-inch iron rod (with cap) found, continuing in all a total distance of 237.01 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 86°17'31" West, 314.70 feet to a 5/8-inch iron rod (with cap) found;
- 3. North 03°42'29" West, 157.42 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 5.988 acre tract and being on the east line of said called 2.500 acre tract;

THENCE, South 51°35'28" West, along the west line of said called 5.988 acre tract and along the east line of said called 2.500 acre tract, 100.24 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

Item 10.

Crystal Center P.I.D. 109.0 Acres

W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515) H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289

THENCE, continuing along the west line of said called 5.988 acre tract, continuing along the east line of said called 2.500 acre tract and along said curve to the left in a southwesterly direction, with a radius of 260.00 feet, a central angle of 08°11'45", an arc length of 37.19 feet, and a chord bearing South 47°29'34" West, 37.16 feet to an "X" cut in concrete found, being the southeast corner of said called 2.500 acre tract and being on the east right-of-way line of Karsten Boulevard (right-of-way width varies) according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records;

THENCE, North 46°36'20" West, 80.00 feet to the southwest corner of said called 2.500 acre tract, being the northeast corner of Reserve A, Block 1, of Karsten Boulevard North Phase 1 and Reserve according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records, and being on the west right-of-way line of said Karsten Boulevard, from which a 5/8-inch iron rod (with cap) found bears South 79°43' East, 0.3 feet;

THENCE, North 54°57'27" West, 10.11 feet to the southeast corner of Lot 20, Block 1, of Sterling Lakes At Iowa Colony Sec. 6 according to the plat thereof recorded in Clerk's File No. 2006074174, Brazoria County Map Records, from which a 5/8-inch iron rod (with cap) found bears North 32°45' East, 0.3 feet;

THENCE, North 54°55'11" West, 119.14 feet to a 5/8-inch iron rod (with cap) found, being the west corner of said called 31.51 acre tract and being the south corner of Lot 19, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6;

THENCE, North 35°14'42" East, along the west line of said called 31.51 acre tract and along the east line of said Sterling Lakes At Iowa Colony Sec. 6, 852.19 feet to the east corner of Lot 8, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6, from which a 5/8-inch iron rod (with cap) found bears North 16°58' West, 0.2 feet;

THENCE, North 02°42'31" West, continuing along the west line of said called 31.51 acre tract and continuing along the east line of said called Sterling Lakes At Iowa Colony Sec. 6, 77.79 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 31.51 acre tract, being on the east line of Lot 7, Block 1, of said Sterling Lakes At Iowa Colony Sec. 6, and being the northwest corner of said called 7.105 acre tract;

THENCE, North 87°46'39" East, along the north line of said called 7.105 acre tract, 59.50 feet to a 5/8-inch iron rod (with cap) found, being the southwest corner of said called 33.38 acre tract, being on the north line of said called 7.105 acre tract, and being on the centerline of said 40-foot road;

Item 10.

Crystal Center P.I.D. 109.0 Acres W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515) H.T.&B. R.R. Co. Survey, Section 57, Abstract No. 289

JAMES AUGUSTINE LADWIG

THENCE, North 02°46'04" West, along the west line of said called 33.38 acre tract, along the west line of said called 4.635 acre tract, along the west line of said called 39.03 acre tract, and along the centerline of said 40-foot road, 2,612.37 feet to the **POINT OF BEGINNING**, **CONTAINING** 109.0 acres (4,749,117 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Elevation Land Solutions 9709 Lakeside Boulevard, Suite #200 The Woodlands, Texas 77381 (832) 823-2200 Texas Board of Professional Engineers & Land Surveyors Firm Reg. No. 10194692

Agting By/Through J. Augustine Ladwig Registered Professional Land Surveyor No. 6835 gladwig@elevationlandsolutions.com 12/23/2024

IOWA COLONY ENTERTAINMENT DISTRICT DEVELOPMENT AGREEMENT

This Iowa Colony Entertainment District Development Agreement (this "<u>Agreement</u>") 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 "<u>Developer</u>") and the **City of Iowa Colony, Texas** (the "<u>City</u>"), to effective as of <u>July 10, 2024</u> ("<u>Effective Date</u>").

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 "<u>PID Act</u>") 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.

<u>Administrator</u> 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.

<u>Assessments</u> 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.

<u>Assessment Ordinance</u> 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.

<u>Assessment Revenues</u> 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.

<u>Authorized Improvements</u> 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.

<u>Authorized Improvement Costs</u> means the design, engineering, construction, and inspection costs of the Authorized Improvements.

<u>Bond(s)</u> 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.

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

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

<u>Budgeted Cost</u> 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.

<u>City Regulation(s)</u> 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**.

<u>Construction, Funding, and Acquisition Agreement or CFA</u> means the Iowa Colony Entertainment Construction, Funding, and Acquisition Agreement.

<u>Developer</u> 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.

<u>Drainage Improvements</u> 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 on the City and PID by the Developer.

<u>Effective Date</u> 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.

<u>Fully Developed and Improved Lot</u> 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.

<u>Landowner(s)</u> means the Developer and additional owners of the Property.

<u>Landowner Agreement</u> 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.

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

<u>PID</u> 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.

<u>PID Resolution</u> 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.

<u>POA</u> means the property owner's association to be created by the Developer.

<u>Property</u> means the real property described by metes and bounds in **Exhibit A**.

<u>Public Infrastructure</u> 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.

<u>Road Improvements</u> 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 <u>Creation</u>. 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 <u>Levy of Assessments</u>. 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 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 <u>Sale of Property to Residential End Buyer</u>. 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 <u>Authorized Improvements</u>. 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 <u>Construction, Ownership, and Transfer of Authorized Improvements.</u>
- (a) <u>Construction Plans</u>. 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) <u>Contract Award</u>. 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) <u>Construction Standards and Inspection</u>. 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) <u>Competitive Bidding</u>. 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 <u>Mandatory Property Owner's Association</u>. The Developer will create a mandatory property owner's association ("<u>POA</u>"), 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 <u>No Occupancy Restricting Alcohol Sales</u>. 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 <u>Annexation of the Property into the City</u>. 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 <u>City Permitted to Host Events</u>. 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 <u>City Bond Issuance</u>. 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 <u>Timing of Bonds Issued by City</u>.

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 <u>Cost Overrun</u>. 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 "<u>Cost Overrun</u>"), 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 <u>Cost Underrun</u>. 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 "<u>Cost Underrun</u>"), 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 <u>Full Compliance with City Standards</u>.
- (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 <u>Replat</u>. 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 <u>Conflicts</u>. 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 <u>Development, Review and Inspection Fees</u>. 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 <u>Infrastructure</u>. 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 <u>No Impact Fees</u>. 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 IMPROVEMENTS: OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, EMPLOYEES. DIRECTORS, REPRESENTATIVES. OFFICERS. AGENTS. SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR 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.
- 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 <u>Administration of Construction of Public Infrastructure</u>. 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.

- 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 this Agreement, the Developer shall have up to 90 days to resume its compliance with this Agreement.

ARTICLE XIV ASSIGNMENT AND ENCUMBRANCE

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. 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.

- 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 <u>No Third-Party Beneficiaries</u>. 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 <u>Notice of Assignment of this Agreement</u>. 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 <u>Binding Obligations</u>. 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 <u>Estoppel Certificates</u>. 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 <u>Notices</u>. 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

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

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 <u>Interpretation</u>. 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 <u>Time</u>. In this Agreement, time is of the essence and compliance with the times for performance herein is required.
- 16.5 <u>Authority and Enforceability</u>. 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 <u>Entire Agreement</u>. 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 <u>Severability</u>. 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 <u>Applicable Law; Venue</u>. 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 <u>Non-Waiver</u>. 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 <u>Counterparts</u>. 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 <u>Further Documents</u>. 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 <u>Landowner Disclosures</u>. 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 <u>Force Majeure</u>. 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 <u>Amendments</u>. 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 <u>Sales Tax Sourcing</u>. 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 <u>Legislative Contracting Requirement</u>:

<u>Chapter 2271 – Anti-Boycott of Israel Verification.</u> 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.

<u>Chapter 2276 – Anti - Boycott of Energy Companies Verification.</u> 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 Dev	veloper on the respective dates stated below.
Date:	CITY OF IOWA COLONY, TEXAS
	By:
ATTEST:	
APPROVED AS TO FORM	
STATE OF TEXAS	§ §
COUNTY OF	§ §
	nowledged before me on the day of, 2024, by 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
			e me on the day of
2024, by Al P. Brende, Man	lager of Land 1	cjas Sie	Notary Public, State of Texas
			A COLONY STERLING LAKES, LTD. xas limited partnership
		Ву:	L.T. MANAGEMENT, INC. a Nevada corporation its General Partner
		By:	Al P. Brende, President
STATE OF TEXAS COUNTY OF HARRIS	\$ \$ \$		
2024, by Al P. Brende, Pre	esident of L.T.	Manag	e me on the day of ement, Inc., a Nevada corporation, its general es, 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	§	
2024, by Jerlad A. Turboff	f, President of Prime	re me on the day of, e Capital Corporation, a Texas corporation, its 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 2024, by Dickson Lewis.	acknowledged before	re me on the day of,
		Notary Public, State of Texas

	Notary Public, State of Texas	
2024, by Diana Cay.	s acknowledged before me on the day of	,
This instrument we	a columny ladged before me on the day of	
COUNTY OF HARRIS	§	
	§	
STATE OF TEXAS	§	

EXHIBIT A Property Metes and Bounds

Final – 7/10/2024

EXHIBIT B Authorized Improvements

Authorized Improvements

EXHIBIT C Concept Plan

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	of
, among the City of	_, Texas (the "City"), a home-rule municipalit	ty
of the State of Texas (the "State"), and	, a Texas (th	ıe
"Landowner").		
RECIT	TALS:	
WHEREAS, Landowner owns the Asser	essed Parcels described by a metes and bound	ls

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 "<u>District</u>") 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

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

<u>Affirmation of Recitals</u>. 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. <u>Affirmation and Acceptance of Agreements and Findings of Benefit</u>. 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. <u>Acceptance and Approval of Assessments and Lien on Property</u>. 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. <u>Mandatory Prepayment of Assessments</u>. 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. <u>Notice of Assessments</u>. 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. <u>Special Covenants and Warranties of Landowner</u>. 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. <u>Waiver of Claims Concerning Authorized Improvements</u>. 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. <u>Notices</u>. 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. <u>Amendments</u>. 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. <u>Effective Date</u>. 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. <u>Estoppels</u>. 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. <u>Termination</u>. 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)		
	ged before me on the day of	, 20, by
	acity as Manager of	
known to be the person whose name is su	ubscribed to the foregoing instrument,	and that he executed
the same on behalf of and as the act of N	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

it mav	This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (as be amended from time to time, this " <u>Declaration</u> ") is made as of
by	a Texas (the " <u>Landowner</u> ").
	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").
В.	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

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

conditions and restrictions:

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

shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants,

(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.
- **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:

NOTICE ASSESSM	OF MENT	RTY CODI OBLIGAT FO THE THE PROI	TON TO	PAY F	 ,	IMPROV	001111	DISTRICT TY, TEXAS
of	_, Texas 72 of the	s, for impro e Texas Loc	vement pr	ojects und	dertaken by	a public im	provement	ent to the City district under may be due ir
interest to t	the date	of payment	t. If you do	not pay	the assessme	ent in full, i	it will be du	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	owledged before me on the day of	, 20, by
in his capa	acity as Manager of	, known to
be the person whose name is subsc	cribed to the foregoing instrument, and that he	executed the same
on behalf of and as the act of Man	nager of	
	-	
	Notary Public, State of Texas	
My Commission Expires:		

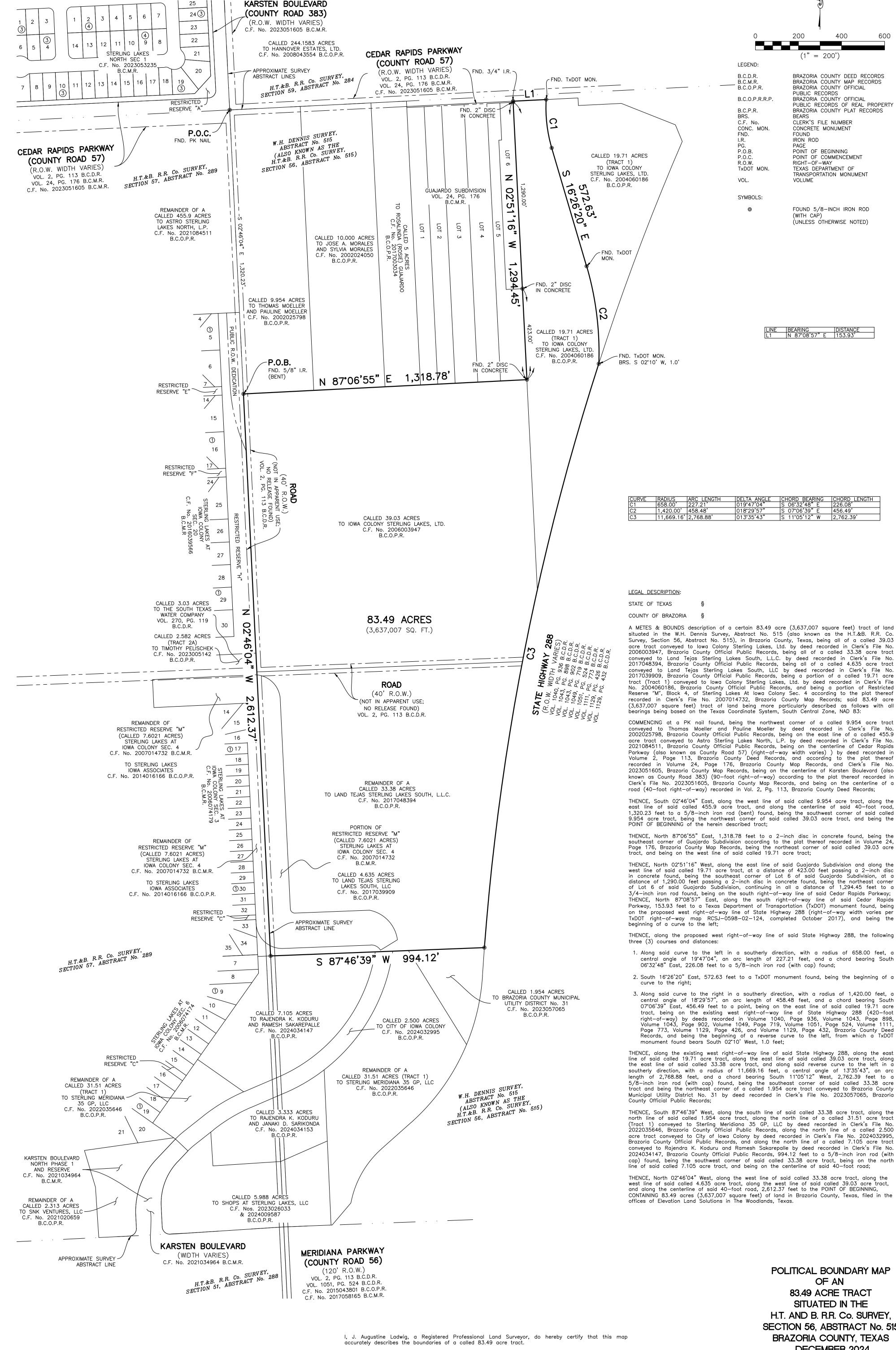
LANDOWNER AGREEMENT - EXHIBIT III

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 establish 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



WITNESS MY HAND AND SEAL THIS 23rd DAY OF DECEMBER, 2024.

JAMES AUGUSTINE LADWIG

6835

Augustine Ladwia

No. 6835

egistered Professional Land Surveyor

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation

or reconfiguration of the boundary of the political subdivision for which it was prepared.

SECTION 56, ABSTRACT No. 515 DECEMBER 2024



Iowa Colony Sterling Lakes, Ltd. Land Tejas Sterling Lakes South, LLC 83.49 Acres W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515)

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 83.49 acre (3,637,007 square feet) tract of land situated in the W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515), in Brazoria County, Texas, being all of a called 39.03 acre tract conveyed to lowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2006003947, Brazoria County Official Public Records, being all of a called 33.38 acre tract conveyed to Land Tejas Sterling Lakes South, L.L.C. by deed recorded in Clerk's File No. 2017048394, Brazoria County Official Public Records, being all of a called 4.635 acre tract conveyed to Land Tejas Sterling Lakes South, LLC by deed recorded in Clerk's File No. 2017039909, Brazoria County Official Public Records, being a portion of a called 19.71 acre tract (Tract 1) conveyed to lowa Colony Sterling Lakes, Ltd. by deed recorded in Clerk's File No. 2004060186, Brazoria County Official Public Records, and being a portion of Restricted Reserve "M", Block 4, of Sterling Lakes At Iowa Colony Sec. 4 according to the plat thereof recorded in Clerk's File No. 2007014732, Brazoria County Map Records; said 83.49 acre (3,637,007 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:

COMMENCING at a PK nail found, being the northwest corner of a called 9.954 acre tract conveyed to Thomas Moeller and Pauline Moeller by deed recorded in Clerk's File No. 2002025798, Brazoria County Official Public Records, being on the east line of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P. by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records, being on the centerline of Cedar Rapids Parkway (also known as County Road 57) (right-of-way width varies)) by deed recorded in Volume 2, Page 113, Brazoria County Deed Records, and according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, and Clerk's File No. 2023051605, Brazoria County Map Records, being on the centerline of Karsten Boulevard (also known as County Road 383) (90-foot right-of-way) according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Map Records, and being on the centerline of a road (40-foot right-of-way) recorded in Vol. 2, Pg. 113, Brazoria County Deed Records;

THENCE, South 02°46'04" East, along the west line of said called 9.954 acre tract, along the east line of said called 455.9 acre tract, and along the centerline of said 40-foot road, 1,320.23 feet to a 5/8-inch iron rod (bent) found, being the southwest corner of said called 9.954 acre tract, being the northwest corner of said called 39.03 acre tract, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 87°06'55" East, 1,318.78 feet to a 2-inch disc in concrete found, being the southeast corner of Guajardo Subdivision according to the plat thereof recorded in Volume 24, Page 176, Brazoria County Map Records, being the northeast corner of said called 39.03 acre tract, and being on the west line of said called 19.71 acre tract;

THENCE, North 02°51'16" West, along the east line of said Guajardo Subdivision and along the west line of said called 19.71 acre tract, at a distance of 423.00 feet passing a 2-inch disc in concrete found, being the southeast corner of Lot 6 of said Guajardo Subdivision, at a distance of 1,290.00 feet passing a 2-inch disc in concrete found, being the northeast corner of Lot 6 of said Guajardo Subdivision, continuing in all a distance of 1,294.45 feet to a 3/4-inch iron rod found, being on the south right-of-way line of said Cedar Rapids Parkway;

Iowa Colony Sterling Lakes, Ltd. Land Tejas Sterling Lakes South, LLC 83.49 Acres W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515)

THENCE, North 87°08'57" East, along the south right-of-way line of said Cedar Rapids Parkway, 153.93 feet to a Texas Department of Transportation (TxDOT) monument found, being on the proposed west right-of-way line of State Highway 288 (right-of-way width varies per TxDOT right-of-way map RCSJ-0598-02-124, completed October 2017), and being the beginning of a curve to the left;

THENCE, along the proposed west right-of-way line of said State Highway 288, the following three (3) courses and distances:

- 1. Along said curve to the left in a southerly direction, with a radius of 658.00 feet, a central angle of 19°47'04", an arc length of 227.21 feet, and a chord bearing South 06°32'48" East, 226.08 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 16°26'20" East, 572.63 feet to a TxDOT monument found, being the beginning of a curve to the right;
- 3. Along said curve to the right in a southerly direction, with a radius of 1,420.00 feet, a central angle of 18°29'57", an arc length of 458.48 feet, and a chord bearing South 07°06'39" East, 456.49 feet to a point, being on the east line of said called 19.71 acre tract, being on the existing west right-of-way line of State Highway 288 (420-foot right-of-way) by deeds recorded in Volume 1040, Page 936, Volume 1043, Page 898, Volume 1043, Page 902, Volume 1049, Page 719, Volume 1051, Page 524, Volume 1111, Page 773, Volume 1129, Page 426, and Volume 1129, Page 432, Brazoria County Deed Records, and being the beginning of a reverse curve to the left, from which a TxDOT monument found bears South 02°10' West, 1.0 feet;

THENCE, along the existing west right-of-way line of said State Highway 288, along the east line of said called 19.71 acre tract, along the east line of said called 39.03 acre tract, along the east line of said called 33.38 acre tract, and along said reverse curve to the left in a southerly direction, with a radius of 11,669.16 feet, a central angle of 13°35'43", an arc length of 2,768.88 feet, and a chord bearing South 11°05'12" West, 2,762.39 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of said called 33.38 acre tract and being the northeast corner of a called 1.954 acre tract conveyed to Brazoria County Municipal Utility District No. 31 by deed recorded in Clerk's File No. 2023057065, Brazoria County Official Public Records;

THENCE, South 87°46'39" West, along the south line of said called 33.38 acre tract, along the north line of said called 1.954 acre tract, along the north line of a called 31.51 acre tract (Tract 1) conveyed to Sterling Meridiana 35 GP, LLC by deed recorded in Clerk's File No. 2022035646, Brazoria County Official Public Records, along the north line of a called 2.500 acre tract conveyed to City of Iowa Colony by deed recorded in Clerk's File No. 2024032995, Brazoria County Official Public Records, and along the north line of a called 7.105 acre tract conveyed to Rajendra K. Koduru and Ramesh Sakarepalle by deed recorded in Clerk's File No. 2024034147, Brazoria County Official Public Records, 994.12 feet to a 5/8-inch iron rod (with cap) found, being the southwest corner of said called 33.38 acre tract, being on the north line of said called 7.105 acre tract, and being on the centerline of said 40-foot road;

Iowa Colony Sterling Lakes, Ltd. Land Tejas Sterling Lakes South, LLC 83.49 Acres W.H. Dennis Survey, Abstract No. 515 (also known as the H.T.&B. R.R. Co. Survey, Section 56, Abstract No. 515)

THENCE, North 02°46'04" West, along the west line of said called 33.38 acre tract, along the west line of said called 4.635 acre tract, along the west line of said called 39.03 acre tract, and along the centerline of said 40-foot road, 2,612.37 feet to the **POINT OF BEGINNING**, **CONTAINING** 83.49 acres (3,637,007 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Elevation Land Solutions 9709 Lakeside Boulevard, Suite #200 The Woodlands, Texas 77381 (832) 823-2200 Texas Board of Professional Engineers & Land Surveyors Firm Reg. No. 10194692 Agting By/Through J. Augustine Ladwig Registered Professional Land Surveyor No. 6835

gladwig@elevationlandsolutions.com

12/23/2024

Page 3 of 3

EXHIBIT B Authorized Improvements

Schedule A Sterling Lakes

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

		Frontage Road Commercial		Lagoon				Traditional Suburban Commercial	
Description	Est. Total Cost *	Pad**		Development**		Town Center**		Development**	
Karsten Blvd	\$5,500,000	\$	188,122	\$	1,128,102	\$	2,601,693	\$	1,582,082
Frontage Road	\$8,000,000	\$	273,633	\$	1,640,876	\$	3,784,281	\$	2,301,210
Storm Water Detention	\$2,500,000	\$	85,510	\$	512,774	\$	1,182,588	\$	719,128
Ladder Truck	\$1,000,000	\$	34,204	\$	205,110	\$	473,034	\$	287,652
Total	\$17,000,000	\$	581,469	\$	3,486,862	\$	8,041,596	\$	4,890,072

^{*}Per Developer estimates.

^{**} Infrastructure costs are allocated to each respective planning area of the project based upon gross acreage. See Schedule F





USES PERMITTED IN EXHIBIT F, TABLE 1.0: SUB-AREA 1 COMMERICAL NORTH.

USES PERMITTED IN EXHIBIT F, TABLE 1.0: SUB-AREA 2 TOWNCENTER.

USES PERMITTED IN EXHIBIT F, TABLE 1.0: SUB-AREA 3 LAGOON/BEACH.

AREA NOT INCLUDED IN THE PD

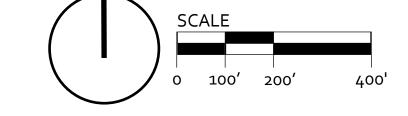


EXHIBIT C

JULY 17, 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.

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- The City of Iowa colony Zoning Regulations in effect on the date this PD is adopted ("Zoning Regulations")
- 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.

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 650-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:

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- 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.

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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		Х		Note 11, 13
Public and Civil Land Uses				
Wedding Venue		Х	Χ	
Outdoor Stage, Performance Venue		Х	Х	
Parking Garage	Х	Х	Х	
Recreation and Entertainment				
Amusement and Recreational Venue and Services	Х	Х	Х	
Other Spectator Sports, incl. rental concessions	X	X	Χ	
Other Reservation Services	X	X	Χ	
Auditorium/Indoor performance Venue	Х	X		
Performance Venue, Outdoor	Х	Х	Х	
Membership Sports and Recreation Club	Х	Х	Х	
Event Venue / Conference Center	Х	Х	Х	
Lagoon Amenity/ outdoor recreational use			Х	
Medical Land Uses				
Clinic	Х			
Medical, Dental & Optical Retail Sales	Х	Х		
Medical, Dental Office	Х	Х		
Optician Shop	Х	Х		

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

Commercial, Retail,	1 Commercial	2. Town Center	3.Lagoon /	
Personal Services	North	2. TOWIT COILCI	Beach	
Department Store			Deach	Note 4
Bopartment otoro	X			110101
Farmers' Market,		Х	Х	
Outdoor				
Furniture, Fixture &	Х	Х		
Appliance Store	^			
Gift Shop including	Х	Х		
Florist				
Grocery Store	X	Х		
Grocery Store with fuel	Х			Note 9
sales Health Club	X	Х	Х	
Hobby Studio, Private	Х	٨	Λ	
Hotel, Motel	^	Х	Х	Note 8
	X			Note o
Kiosk	X	X	Х	
Laundry, Dry Cleaning	X			Note 10
Pickup & Receiving				
station		Х		
Liquor Store, Packaging Sales	X	٨		
Meat Market (includes				
Seafood)	X			
Mobile Food Unit	X	Х	Х	
Music Store	Х	Х		
Office Supply Store	Х	Х		
Pet Shop	X	Х		
Pharmacy	Х	Х		
Restaurant	Х	Х	Х	
Restaurant, Drive-	Х			
in/Drive-thru	^			
Restaurant,	X	X	Χ	
Refreshment Stand				
(temporary or				
Seasonal)				
Tanning Studio	Х	X	X	N
Tavern, Bars &	X	Х	Х	Note
Nightclubs Art & Croft Production				5
Art & Craft Production	Х	V	Х	Noto
Craft Brewery, Distillery or Winery	X	Х	X	Note 6
OF WHICE Y				0

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

- 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.

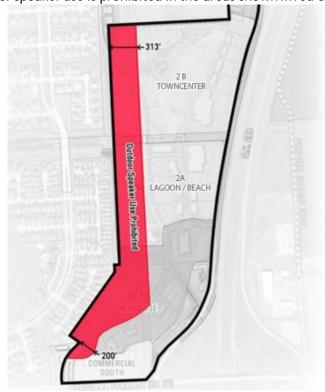


Figure 1.

15. For the Town Center District:

An area consisting of 15 acres of land shall be provided for retail or commercial uses and shall not include residential use. This area shall approximately be situated in the area indicated in red on Figure 2, and may be dimensionally adjusted as to its depth based on final architectural requirements.

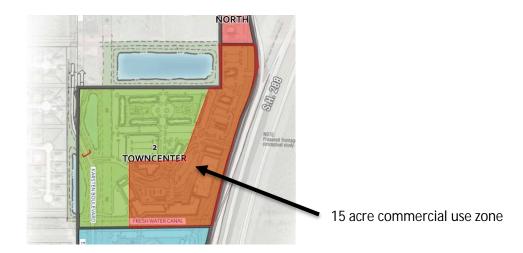


Figure 2.

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

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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 **
I.	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
1.	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	

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	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 "nomans" land.	
0.	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

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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	O 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
0.	The maximum height.	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.

- A. ▲ Inidcates Driveway Access
- B. 1,300 SF Minimum Lot Area
- C. 20' Minimum Lot Width
- D. 65' Minimum Lot Depth
- E. 20'/ 10' Minimum Front Yard Setback
- F. 10' Minimum Rear Yard Setback
- G. O'/ 6' Between Units/ Buildings
- H. 10' Side Yard Setback/ 5' Side Yard Setback Siding "T" or "L" Type Turnaround
- I. 70% Maximum Lot Coverage
- J. 85% Maximum Permeable Lot Covereage



Figure 3. Conceptual PAE and Alley layout

15

- 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.
 - 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:
 - 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 34" 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 ¾" 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 facade.
- (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 3.5.3.1, 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:

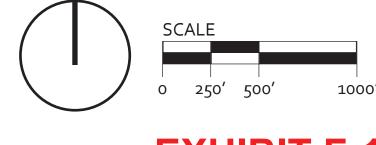
- Coppertone Loquat Eriobotrya japonica 'Coppertone' (Evergreen)
- Morning Light Miscanthus Miscanthus sinensis 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush Callistemon citrinus 'Little John' (Evergreen)
- Variegated Flax Lily Dianella tasmanica 'Variegata' (Evergreen)
- Mexican Feather Grass Nassella 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 Pennisetumalopecuroides '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 procumben '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 Ilavea
- 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 Fastsia 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- llex 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 canaiensis
- Trumpet Vine- Campsis radicans
- Evergreen Wisteria- Callerya reticulata
- Virginia Creeper- Parthenocissus quinquefolia











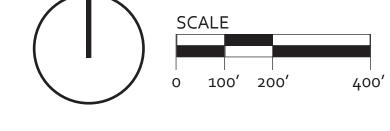


EXHIBIT F-2





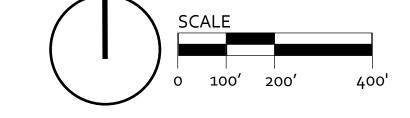
USES PERMITTED IN EXHIBIT F, TABLE 1.0: SUB-AREA 1 COMMERICAL NORTH.

SUB-AREA 2 TOWNCENTER.

USES PERMITTED IN EXHIBIT F, TABLE 1.0:

USES PERMITTED IN EXHIBIT F, TABLE 1.0: SUB-AREA 3 LAGOON/BEACH.

AREA NOT INCLUDED IN THE PD









MEMORANDUM

Date: January 30, 2025

To: Planning and Zoning Members

Mayor Kennedy & City Council Members

From: Dinh V. Ho, P.E.

RE: Sierra Vista West – Plan of Development Amendment No. 2

Staff's Summary and Recommendations

CC: Robert Hemminger Kayleen Rosser

Quiddity Engineering, on behalf of Astro Vista, LP, submitted Amendment No. 2 for the Sierra Vista West Plan of Development.

The proposed amendment is as follow:

- 1. Reduction of 187 townhome lots (on approximately 22 acres)
- 2. Addition of 114 standard 50-foot wide lots on approximately 30.2 acres)
- 3. Reduction in acreage of the onsite recreational center site from 16.7 acres to 8.7 acres
- 4. Dedication of an additional +/-18 acres of land to the Regional Park site on Cedar Rapids Parkway. The developer previously was required to donate 40 acres to the park. The Regional Park site would encompass a total of +/-58 acres with this addition.

Staff Recommendations:

Based on staff review, staff recommends approval to the Sierra Vista West Plan of Development Amendment No. 2 based on the following:

- 1. The reduction in density from townhomes to 50' wide lots reduce the total lot count by 73 units.
- 2. The 50' wide lots would be consistent with the existing surrounding development.
- 3. The reduction of 8 acres from the recreation center site is compensated with an additional dedication of 18 acres to the Regional Park site on Cedar Rapids.

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, APPROVING AMENDMENT NO. 2 TO EXHIBIT B (PLAN OF DEVELOPMENT) OF THE SIERRA VISTA WEST DEVELOPMENT AGREEMENT; WITH RELATED PROVISIONS

WHEREAS, the City of Iowa Colony, Texas entered into a Development Agreement with Land Tejas Sierra Vista West, LLC. And McAlister Opportunity Fund III, L.P., effective November 7, 2019, which includes Exhibit B (Plan of Development); and

WHEREAS, the parties now desire to approve and adopt Amendment No. 2 to Exhibit B (Plan of Development), attached hereto and incorporated herein by reference;

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

SECTION 1. That Amendment No. 2 to Exhibit B (Plan of Development) of the Sierra Vista West Development Agreement is hereby approved and adopted.

SECTION 2. That this resolution shall take effect immediately upon its passage.

SECTION 3. That it is 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.

PASSED AND APPROVED ON THIS 10th DAY OF FEBRUARY 2025.

	CITY OF IOWA COLONY	
	Wil Kennedy, Mayor	
ATTEST:		
Kayleen Rosser, City Secretary		

EXHIBIT B PLAN OF DEVELOPMENT Sierra Vista West

Introduction.

A.

- 1. The property is comprised of approximately 269.44 acres and is part of the 501.92 acres that is currently being developed as Sierra Vista West. Sierra Vista West, Sections One through Five, consisting of 232.48 acres have previously been approved by Brazoria County. This area contains a total of 886 lots, minimum fifty (50) feet wide and is identified as "vested property', or "VP" on the exhibits and text included in the Plan of Development. The remaining 269.44 acres subject to this Plan of Development is planned for residential uses with community facilities featuring an 8.7 acre recreation reserve, resort style "lazy river" and other general recreational facilities such as parks, lakes, trails, open space.
- 2. This PD includes the following sections:
 - A. Introduction
 - B. General Provisions
 - C. Land Uses
 - D. Development Regulations
 - D1. Development Regulations for Single Family Lots
 - D2. Development Regulations for" For Rent" Single Family Residential
 - D3. Development Regulations for 50 feet Single Family Residential-Section 11.
 - E. Parks, Recreation and Trails
 - F. Landscape
 - G. School Site
 - H. Street Plan & Cross-Sections
 - I. Project Phasing

B. General Provisions.

 The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement, the Development Agreement dated November 2019 and other applicable ordinances of the City. In the event of discrepancies between the text of this document and the exhibits attached, the text shall prevail. 2. The project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1	Boundary Exhibit		
Figure 1a	Jurisdiction Map		
Figure 2	General Development Plan		
Figure 2a	50' Lot Single Family Residential and Recreation Center		
Figure 3	Contributing Landscape and Open Space Plan		
Figure 4	Thoroughfare Exhibit		
Figure 5	Street cross section for Spine Road (Divided)		
Figure 6	Street cross section for Spine Road (Divided) with Shared Use Trail		
Figure 7	Street cross section for Spine Road, (Undivided)		
Figure 8	Street cross section for Spine Road (Undivided) with Shared Use Trai		
Figure 9	Phasing Plan of Development		
Figure 10	"For Rent" Single Family Residential Site Plan		
Figure 11	Perimeter Fencing and Screening		
Figure 12	Contributing Landscape and Open Space Plan		
Figure 13	Amenity Center Site Plan		
Figure 13a	Amenity Center Views		
Figure 14	Letter Of No Objection		

The project is located west of State Highway 288, between County Roads 56, Meridiana Parkway and C.R. 64, Davenport Parkway. As shown on *Figure 1a: Jurisdiction Map*, parts of the proposed development lie within the City Limit, and parts lie within the City's extra-territorial jurisdiction.

- 3. A homeowners' association (HOA) shall be established and made legally responsible to maintain all communal areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.
- 4. All future building permits shall be reviewed for conformance with this PD.
- 5. Screening and Fencing will be provided along major thoroughfares, and along the perimeter boundaries as shown on *Figure 11: Perimeter Fencing and Screening*.
- 6. Construction of Phase 1 "Recreation Center" as shown on Figure 2a: 50' Lot Single Family Residential and Recreation Center and Figure 13: Amenity Center Site Plan, will commence immediately. The Recreation Center will consist of one lazy river, pool and event center.

C. Land Uses.

- 1. Permitted land uses for tracts identified as Single Family Residential (SFR) on *Figure 2* shall be those uses permitted within District SFR of the Zoning Ordinance. Single Family Residential (SFR) lots shall be a minimum 6,600 square feet and be a minimum sixty (60) feet wide.
- 2. Permitted land uses for the tracts identified as "For Rent" Single Family Residential on Figure 2, Shall include only "For Rent" Single Family Residential units as shown. Figure 10: "For Rent" Single Family Residential Site Plan [See D2. (a) below]
- 3. Permitted land uses for the tracts identified as "Utility" on *Figure 2* shall include municipal utility and drill site purposes.
- 4. Permitted land uses for the tracts identified as Single Family Residential-Section 11 and Recreation district 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 Board as a Conditional Use or Specific Use. When considering the suitability of an unlisted use, Iowa Colony Planning Board 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.
- 5. The maximum number of single-family lots shall not exceed 484 lots. "For Rent" Single Family Residential shall not exceed 110 units. The total of all dwelling units combined shall not exceed 594 units.
- 6. Within the boundary of the proposed Plan of Development, land shall be dedicated for neighborhood park purposes, which area shall equal one (1) acre for each fifty-four (54) proposed dwelling units, based on 594 units equals ±11.0 -acre required neighborhood park. Land used for the public park area shall have a minimum frontage of sixty feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the developer, such as hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.

Table 1.0 - Permitted Uses:

Land Uses Permitted	Recreation/Resort	Notes
Dwelling, Single-Family		
Attached		
Dwelling, Single Family		
Detached		
Wedding Venue	Х	
Outdoor Stage,	X	
Performance Venue		
Community Center/	X	
HOA amenities and club		
buildings		
Amusement and	X	
Recreational Services		
Other Spectator Sports,	X	
incl. rental concessions		
Other Reservation	X	
Services		
Performance Venue,	X	
Outdoor		
Membership Sports and	X	
Recreation Club		
Kiosk	Χ	
Mobile Food Unit	X	
Restaurant,	X	
Refreshment Stand		
(temporary or Seasonal)		
Accessory Building	X	
Temporary uses during	X	
construction. Including		
a "sales trailer" or		
"construction office"		

D. Development Regulations

D1. Development Regulations for Single Family Lots - Maximum 370 lots permitted. Single-family home sites within the PD shall be developed in accordance with the following regulations:

- 1. Minimum lot width: sixty (60) feet.
- 2. Minimum lot area: 6,600 square feet.
- 3. Minimum lot depth: One hundred and ten (110) feet or ninety (90) feet for lots fronting on the bulb portion of a cul-de-sac.
- 4. Maximum lot coverage: Sixty (60) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.
- 5. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed thirty-five (35) 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.
- 6. Minimum front yard building setback: twenty-five (25) feet; twenty (20) feet on cul-de-sac bulbs as measured from the front property / right-of-way line.
- 7. Minimum side yard building setbacks: Five (5) feet for interior, non-corner lots and the non-street side of corner lots; ten (10) feet exterior side yard for corner lots if a minimum fifteen (15) feet by fifteen (15) feet visibility triangle, as measured from the property line / street right-of-way line, that restricts the placement or maintenance of any vertical obstruction, either natural or man-made, within a vertical distance of between three (3) feet and eight (8) feet of the natural ground elevation, is provided on the platted lot subdivision at any street, public or private, intersection. A street side setback of twenty-five (25) feet minimum will be required for all lots siding on a designated major arterial, minor arterial or major collector.
- 8. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major or minor arterial, the minimum rear yard building setback is twenty –five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major or minor arterial and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty –five (25) feet is maintained between the rear of the

- one-story detached garage and the right-of-way line of the major or minor arterial.
- 9. All lots shall have a minimum of two (2) trees, planted in the front yard setback. The trees must be a minimum of one and one-half (1-1/2) inches in caliper width and a minimum height of six (6) feet as measured at the tree trunk from the ground as planted. The trees must be located between five (5) feet and fifteen (15) feet from a side lot line and between five (5) feet and twenty (20) feet from the front property line with a minimum of ten (10) feet between tree trunks.
- D2. Development Regulations for "For Rent" Single Family Residential At the time of the preliminary plat, a draft of the protective covenants whereby the Developer proposes to regulate the use of the land shall be submitted to the City. The restrictive covenants, conditions or limitations shall never be less than the minimum requirements of the City as specified in the City's applicable ordinance(s) at the time of plat recordation.
- 1. "For Rent" Single Family Residential shall conform to and or be reasonable similar to the plat and site plan as shown on *Figure 10: "For Rent" Single Family Residential Site Plan*. The plan will feature 110 free standing units on a reserve totaling ±18.0 -acres.
- 2. Each unit shall have driveway frontage to a paved twenty eight (28) foot wide private access easement. (P.A.E.)
 - a) The minimum right-of-way width for a P.A.E. shall be twenty-eight (28) feet, which is coterminous with the pavement width measured from edge-to-edge across the surface of the pavement. The P.A.E. shall remain clear at all times for emergency vehicle access. No parking shall be allowed within the P.A.E.
 - b) At the option of an applicant, the right-of-way width of the P.A.E. may be comprised of two paving sections of not less than 20 feet each, separated by a curbed section of not less than five feet and not more than twenty (20) feet in width with a maximum length of one hundred (100) feet off a public street.
 - c) Intersections along a P.A.E. shall be a minimum of sixty-five (65) feet apart. When a P.A.E. intersects with another P.A.E. at a 90-degree angle, the P.A.E. shall provide twenty-five (25) foot radius at the intersection. When a P.A.E. intersects with another P.A.E. at an angle less than 90 degrees, but more than 80 degrees, the P.A.E. shall provide a twenty-five (25) foot radius at the intersection.
 - d) The centerline radius of a reverse curve on a P.A.E. shall not be less than sixty-five (65) feet. Reverse curves shall be separated by a tangent of not less than twenty-five (25) feet.
- 3. No building or structure shall exceed two (2) stories, or thirty-five (35) feet.

- 4. Buildings shall be a minimum of ten (10) feet apart.
- 5. Minimum front yard building setback shall be twenty (20) feet. All buildings shall face internal private access easements.
- 6. Minimum side yard building setback shall be ten (10) feet exterior side yard for corner lots. All buildings shall be set back a minimum twenty-five (25) feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
- 7. Minimum rear yard building setback shall be twenty (20) feet. All buildings shall be set back a minimum twenty-five (25) feet from any other public street, Ames Boulevard, County Road 48, and Crystal View Drive, (Spine Road).
- 8. 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.
- A management office shall be provided on-site, and all open areas, "yards" and all building exteriors shall be maintained by the "management company".
- 10. Compensation Open Space: Nine hundred (900) square feet of compensation open space shall be provided per each residential unit in accordance with the performance standards outlined in Section 74 (d)(iii)(A) of City of Iowa Colony Ordinance 2019-14A.
- 11. Two (2) garage parking spaces and two (2) off-street parking spaces shall be provided for each residential unit. In addition, one (1) guest parking space for every four (4) units shall be provided throughout the site.
- D3. Development Regulations for 50' Lots Single Family Residential (Section 11)
 - 1. Minimum lot width: Fifty (50) feet.
 - 2. Minimum lot area: 5,500 square feet.
 - 3. Minimum lot depth: One hundred and ten (110) feet.
 - 4. For all related minimum standards regarding lot coverage, building height, building setbacks, and landscape requirements refer to Development Regulations- Section D1.
 - 5. Compensation Open Space: The ±8.7-acre recreation reserve and HOA amenities will satisfy the C.O.S. requirements for the single family residential in this District. Additionally, the developer will dedicate an additional ±18.0-acre of park land as identified in *Figure 12* of this document to the City of Iowa Colony. The park will be deeded to the city of Iowa Colony on the approval of Final Plats for the 50 feet Single Family Residential Section 11 by the City Council.

E. Parks, Recreation and Trails

As shown on *Figure 3*, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

- 1. A maximum of fifty percent (50) percent of the required area for neighborhood park land may be provided by private neighborhood park land consisting of the following.
 - (a) Several small "pocket parks", recreation reserves of a minimum one-quarter (1/4) acre, strategically located near the entries of various neighborhood pods, as shown on *Figure 3*. A contributing park / recreation / open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
 - (b) The recreational amenities, including the ±8.7-acre recreation reserve and HOA buildings will contribute to the open space and park requirements for this District. as shown on *Figure 3, Contributing Landscape and Open Space Plan*. The recreational amenities are centrally located, consisting of 8.7 acres including water recreation, HOA building, playground, picnic areas and/or other active recreational uses.
- A minimum of fifty percent (50%) 5.6 acres of the required area for neighborhood park land shall be dedicated to, and accessible to the public.
 Public Park land shall conform to the criteria indicated in the UDC regarding parkland dedication. Section 3.2.1.5. Consisting of the following:
 - (a) Unencumbered landscape buffer, open space and trails.
 - (b) Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a 50% credit but only if it complies with criteria listed below.
 - Land used for the public park area shall have a minimum frontage of sixty (60) feet on a public street. Contributing areas shall include hiking, biking, and all-weather paths, landscaping and sodding installed according to the construction standards of the City. Paths must also be connected to recreation areas as part of an open space system.
 - Areas along lake and drainage channel borders shall have an average minimum width of thirty (30) feet and a minimum width of twenty (20) feet; and
 - Side slopes for area used in credit not to exceed a five to one (5:1) ratio.
 - (c) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of sixty (60) feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is twenty (20) feet. Views to the

- permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.
- (d) View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.
- (e) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.
- 3. Approximately ±18 acres as identified in *Figure 12* will be deeded to the City of lowa Colony as a part of an integrated public park system upon approval of the final plats for the single-family residential unit development mentioned in D3.
- 4. Minimum five (5) foot width sidewalks shall be provided along both sides of local public and private residential streets. Except, sidewalks are not required adjacent to twenty-eight (28) foot wide P.A.E. in the "For Rent" Single Family development. All sidewalks shall be constructed in accordance with the City of Iowa Colony standard details and shall meet the State of Texas ADA standards.
- 5. Minimum six (6) foot width sidewalks shall be provided along both sides of major arterials, minor arterials, major collectors and the central spine road (as depicted in *Figure 4* attached) within and adjacent to the property. At the discretion of the developer, a twelve (12) foot wide joint use trail may be constructed on only one side of the right-of-way in lieu of two six (6) foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided.

F. Landscape

All development will meet or exceed the minimum landscape requirements specified in the City's Unified Development Code, Section 3.3.1 Screening, and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants except as listed below.

1. A landscape buffer with a minimum fifteen (15) foot width shall be located along each side of the Crystal View Drive, as shown on *Figure 3*, where lots side or rear to the spine road. The buffer is in addition to the minimum street right-of-way width and shall include trees, benches, plazas and landscape screening. No on-street parking will be allowed along the designated spine road.

2. Screening

- a) The existing trees and hedge row along existing CR 48 will meet the requirements of Section 3.3.1.2 without the need for additional plantings.
- b) Perimeter Fencing and Screening will be constructed as shown on *Figure 8, Perimeter Fencing and Screening*.

3. Plant List

Trees: Except palm trees to be placed within the recreation site only and not within the ROW as street trees.

- Little Gem Magnolia grandiflora 'Little Gem' (Evergreen)
- Vitex Vitex agnus-castus
- Pindo Palm- Butia capitata
- 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 Pennisetumalopecuroides '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 procumben '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
- 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'

G. School Site

As shown of *Figure 2*, an elementary school site shall be provided for purchase at the option of the Alvin Independent School District. If the AISD chooses not to purchase the site, the site is limited to the same uses as for tracts identified as Single Family Residential (SFR) on *Figure 2*. The developer will reserve the land for purchase by Alvin ISD for a period of three (3) years after the date the land is acquired by the developer and for a period no earlier than the completion of a combined total of 600 homes within the vested property or Sierra Vista West PD. The Developer would require that the District have the land under contract and close within one (1) year of the Districts decision to purchase the land.

H. Street Plan and Cross Sections.

- 1. Street improvements shall be built in phases as the project develops in accordance with the City's Engineering Design Criteria Manual, Developers Agreement, street plan and cross sections listed below.
 - Figure 4: Thoroughfare Exhibit
 - Figure 5: Street cross section for the spine road (divided) and greenbelt
 - Figure 6: Street cross section for the spine road (divided) with Shared Use Trail
 - Figure 7: Street cross section for the spine road (undivided) and greenbelt
 - Figure 8: Street cross section for the spine road (undivided) with Shared Use Trail

I. Project Phasing

Figure 9 indicates the general time and location of the proposed development phasing. The precise dates of each phase is subject to change due to general economic variables and market demand.

J. Recreation Area

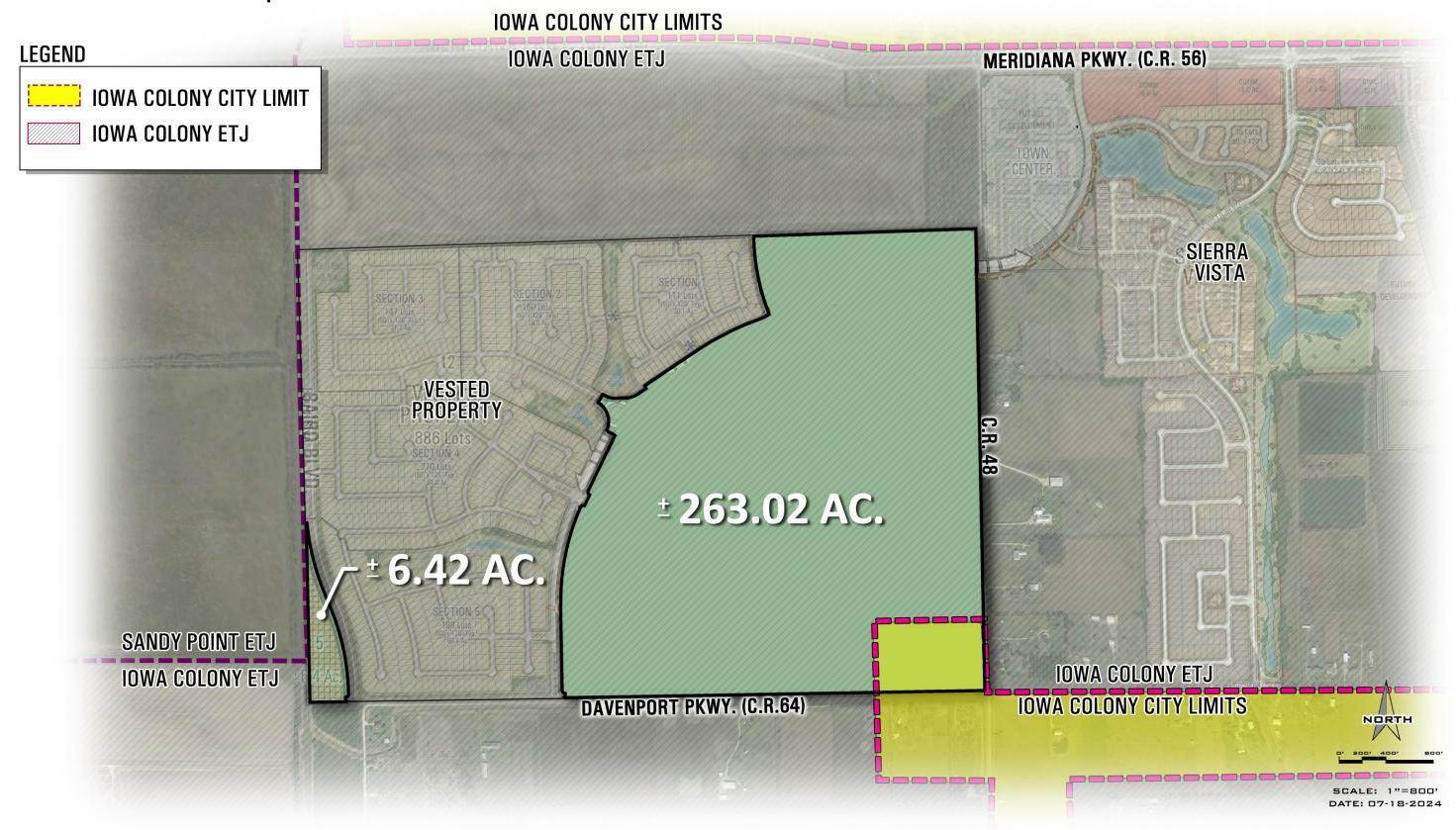
The recreation area will be built in general conformance with the City of Iowa Colony Engineering Design Criteria Manual effective June 20,2009 and as per the permitted plan set approved by the City of Iowa Colony, Adico LLC . Please see Figure 14 – Letter of No Objection. Also refer to Figure 13 illustrating the recreation center site plan identifying a comprehensive list of amenities and Figure 13 A for the elevations and 3D view of the recreation center respectively.

Boundary Exhibit





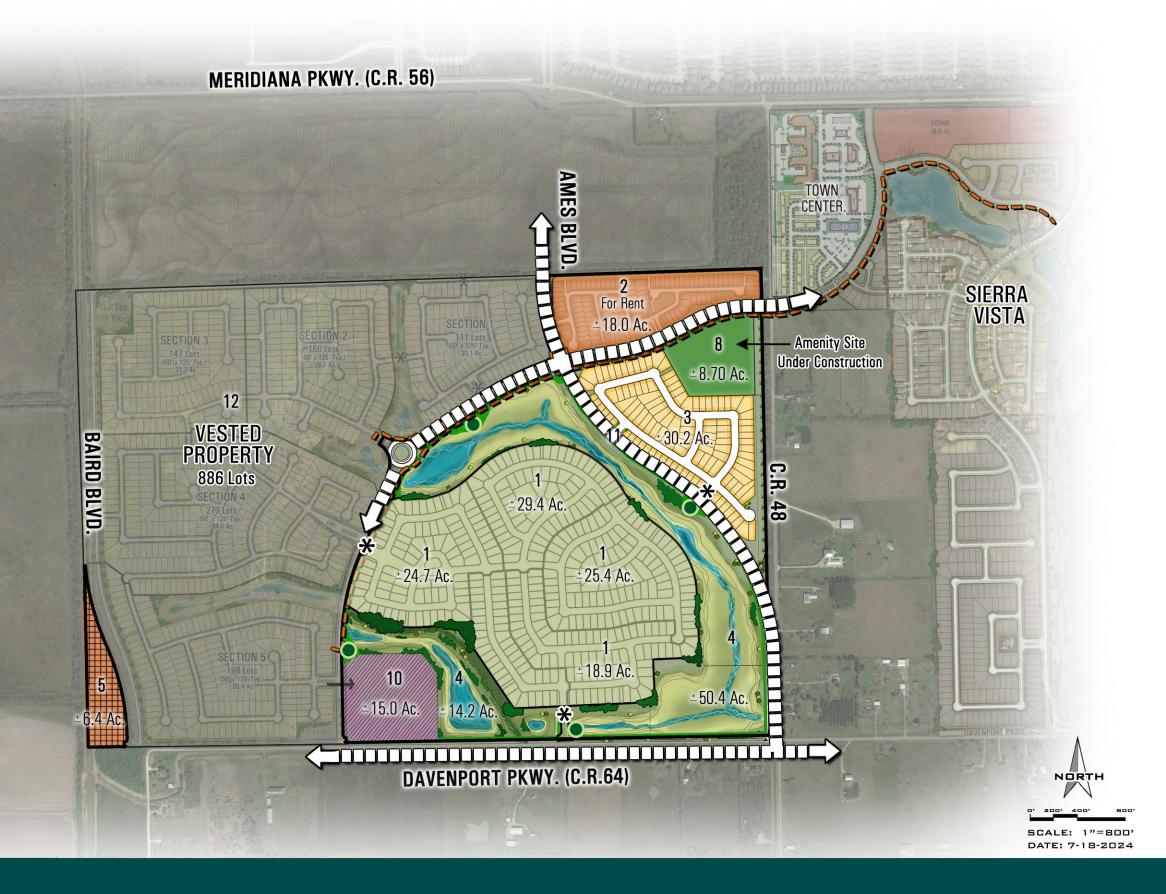
Jurisdiction Map





General Development Plan

	LEGEND	
	IMUM 370 LOT	
2 INDICATES PR	OPOSED SWING	18.0 AC.
3 NDICATES PR	OPOSED 50' SF LOTS (11	4 lots) 30.2 AC.
4 INDICATES PR	OPOSED DETENTION/REC	CREATION 63.0 AC.
5 INDICATES PR	OPOSED UTILITY SWING	6.4 AC.
6 * INDICATES PRONLY	OPOSED GATED ENTRY/ F	PRIVATE STREET .
7 🌑 INDICATES PR	OPOSED PUBLIC RECREA	TION SITE 5.4 AC.
8 INDICATES PR	OPOSED PRIVATE RECRE	ATION SITE 8.7 AC.
9 🗫 INDICATES OF	TIONAL MULTI-USE TRAII	L .
10 ////// INDICATES OF	TIONAL SCHOOL SITE	15.0 AC.
11 INDICATES PR	OPOSED R.O.W.	24.3 AC.
12 INDICATES VE	STED PROPERTY	232.5 AC.
		TOTAL 501.9 AC.



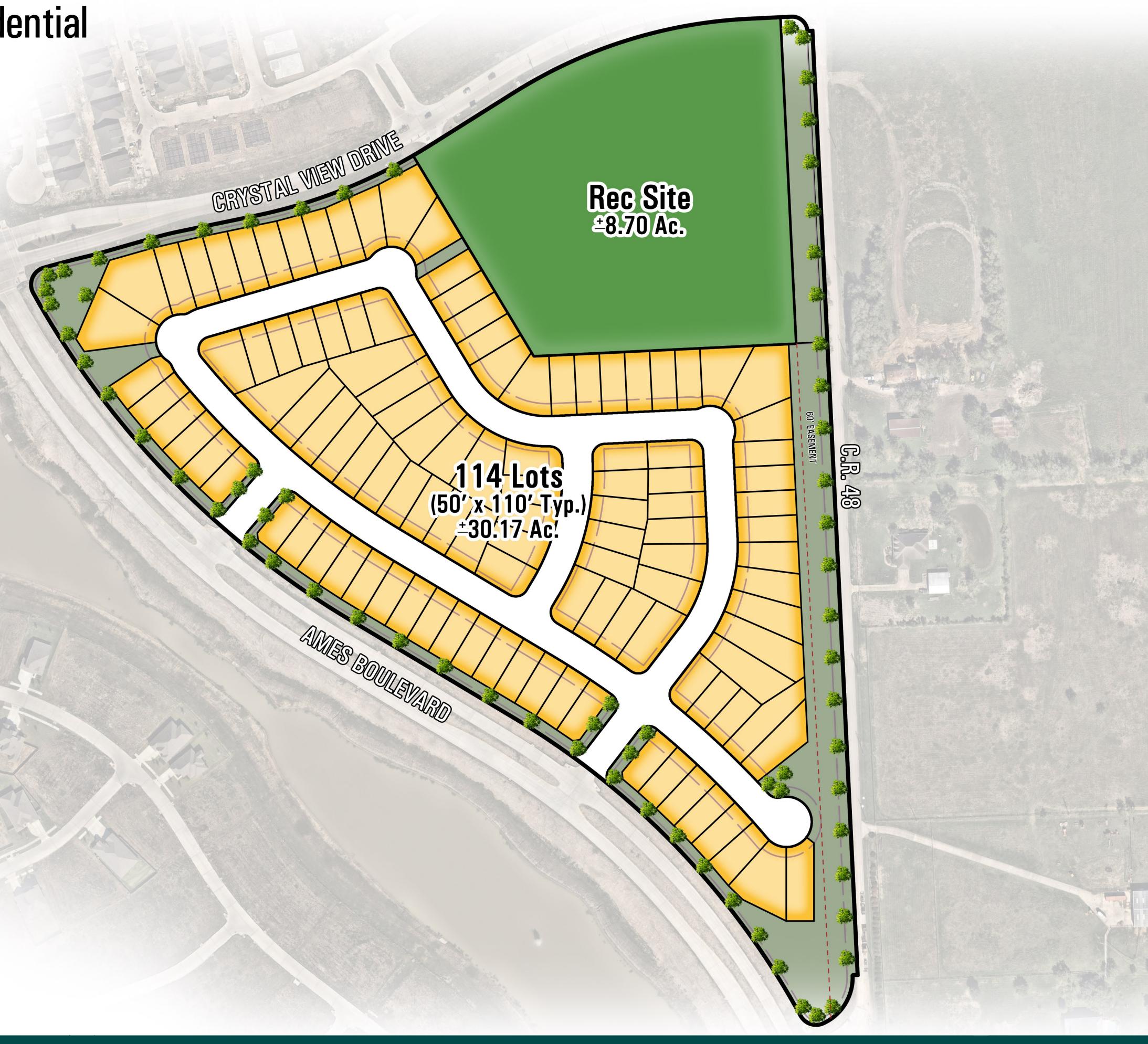


Sierra Vista West FIGURE 2A

50' Lot Single Family Residential and Recreation Center

(Section 11)

LAND USE TABLE						
Residential	Lot Count	Acreage				
50'x110' Typ	114 Lots	±19.79 Ac				
Rec Site	-	±8.70 Ac				
Open Space/Reserves	-	<u>+</u> 4.61 Ac				
ROW		±5.77 Ac				
Building Line		•				
Easements	•					
Total	114 Lots	±38.87 Ac				





DATE: 7-18-2024

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED NEIGHBORHOOD PARK

- 1 AC/54 UNITS- @606 UNITS = 11.2 ACRES REQUIRED
- · 50% PRIVATE PARK = 5.6 AC.
- A) POCKET PARKS & CONTRIBUTING OPEN SPACE
- B) MIN. 10 AC. CENTRALLY LOCATED PRIVATE RECREATION SITE
- 50% PUBLIC PARK = 5.6 AC.
 - A) UNENCUMBERED BUFFER, OPEN SPACE AND TRAILS
- B) DETENTION AREAS SHALL QUALIFY AT A 25% CREDIT FOR PUBLIC PARK SUBJECT TO:
 - 5:1 MAXIMUM SIDE SLOPE
 - MIN. 60' FRONTAGE ON A PUBLIC STREET
 - ADDITIONAL MAN-MADE IMPROVEMENTS INCLUDING, TRAIL BENCHES, AND LANDSCAPE (LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO MINIMUM 15' WIDE AND CONTAINING REQUIRED 11/2" CALIPER TREES).
- INDICATES PRIVATE NEIGHBORHOOD PARK MINIMUM 1/4 AC. (SEE NOTE)
- INDICATES PUBLIC NEIGHBORHOOD PARK
- 1/4 MILE RADIUS SERVICE AREA
- ■■ INDICATES OPTIONAL 12' WIDE SHARED USE TRAIL

NOTE: 6' MINIMUM SIDEWALK REQUIRED ON BOTH SIDES OF THE SPINE ROAD OR A 10' SHARED USE TRAIL ON ONE SIDE OF THE SPINE ROAD.

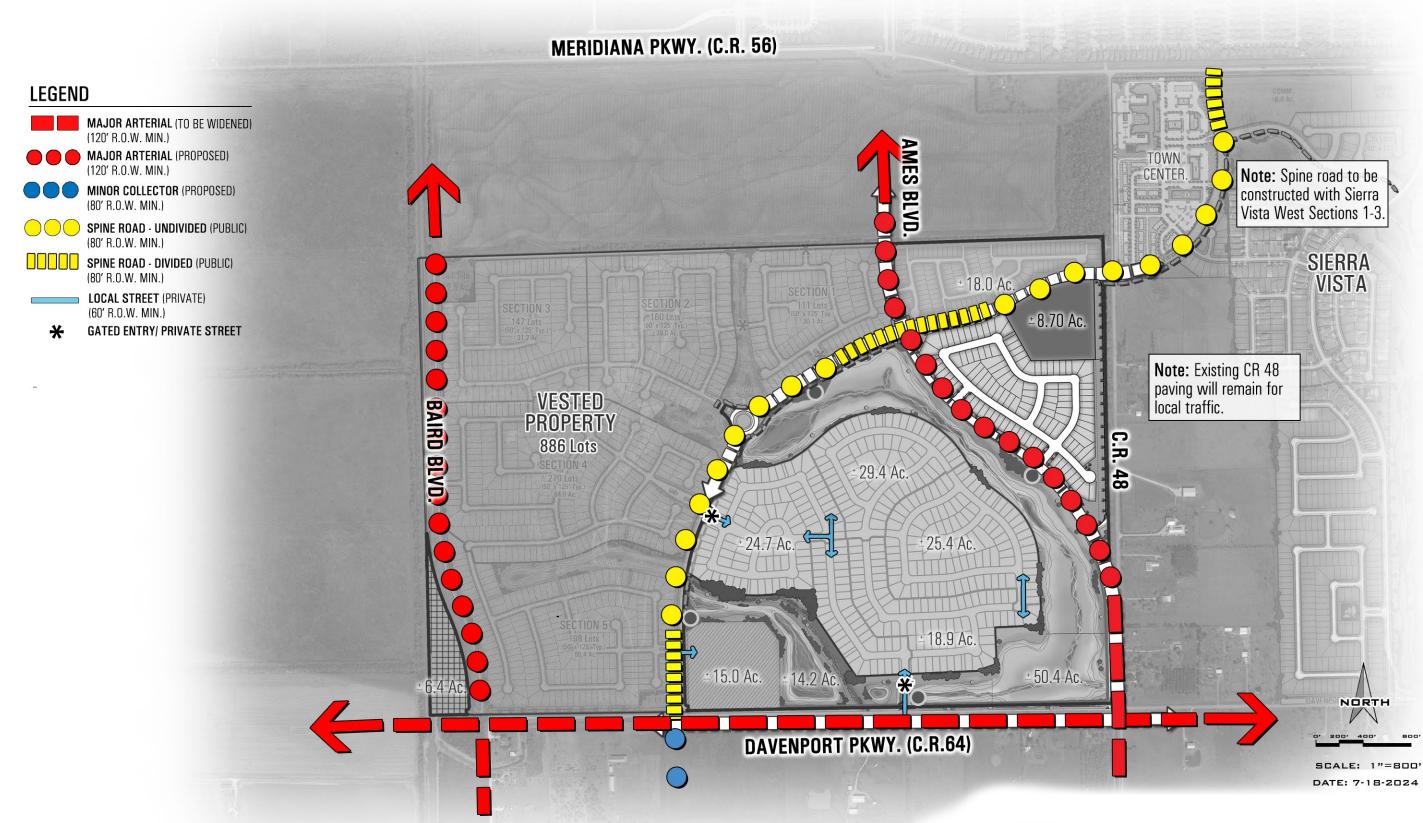
Note

Recreation sites shall provide a variety of recreational usespassive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern. Each site shall include at least 2 benches, 2 shade trees and a drinking fountain.





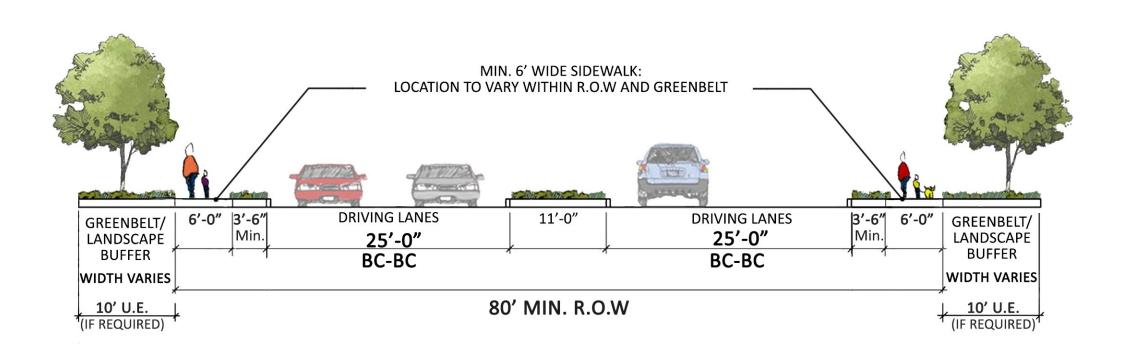
Thoroughfare Exhibit

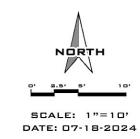




Street Cross Section for Spine Road (Divided)

PROPOSED STREET CROSS SECTION SPINE ROAD (DIVIDED)



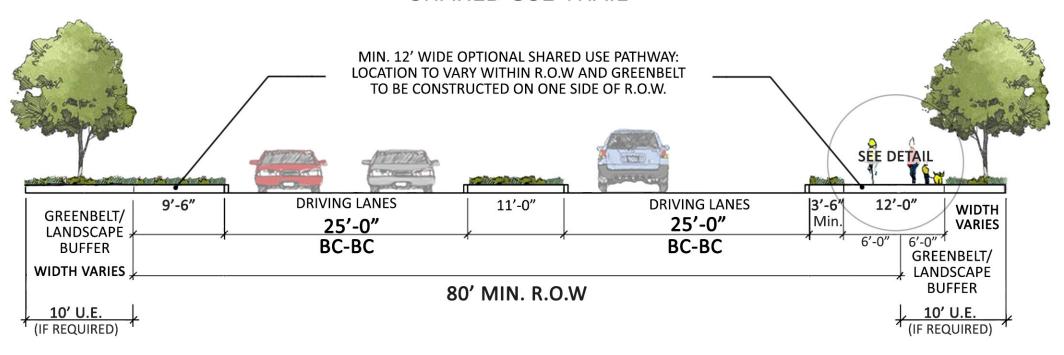


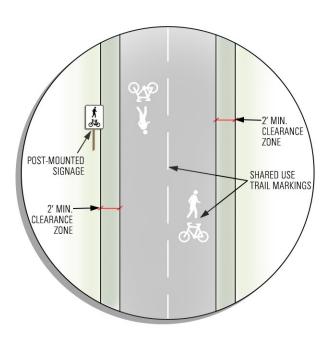


Street Cross Section for Spine Road (Divided) with Shared Use Trail

PROPOSED STREET CROSS SECTION SPINE ROAD (DIVIDED)

SHARED USE TRAIL





SHARED USE TRAIL DETAIL:

- 12' MINIMUM TRAIL
- POST-MOUNTED SIGNAGE
 OUTSIDE OF CLEARANCE ZONE
 AND 4' MINIMUM HEIGHT
- 8' MINIMUM TREE CLEARANCE
- 2' CLEARANCE ZONES

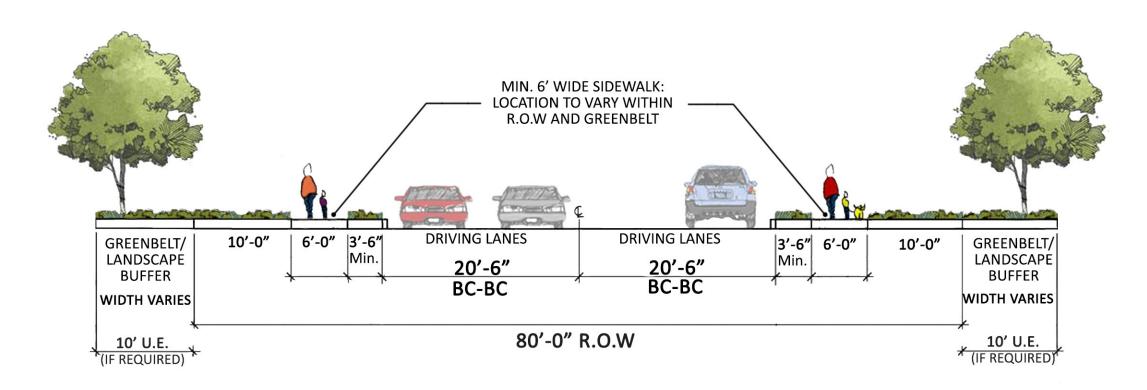


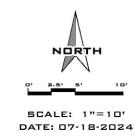
SCALE: 1"=10' DATE: 07-18-2024



Street Cross Section for Spine Road (Undivided)

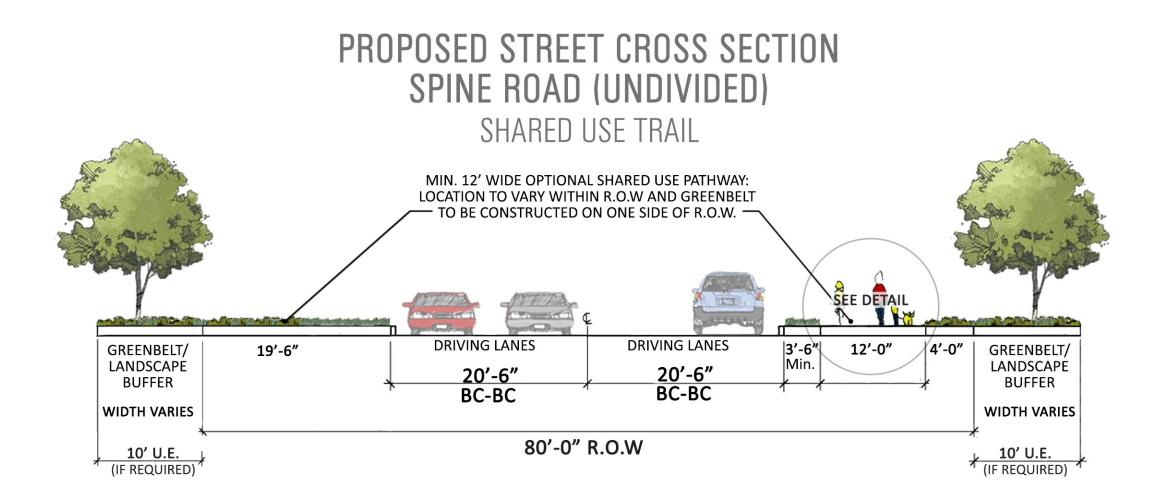
PROPOSED STREET CROSS SECTION SPINE ROAD (UNDIVIDED)

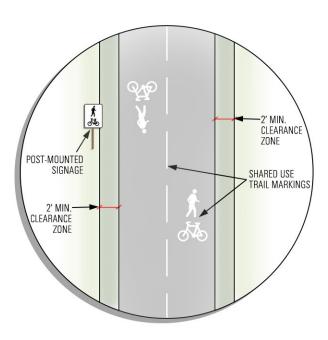






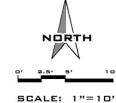
Street Cross Section for Spine Road (Undivided) with Shared Use Trail





SHARED USE TRAIL DETAIL:

- 12' MINIMUM OPTIONAL TRAIL
- POST-MOUNTED SIGNAGE
 OUTSIDE OF CLEARANCE ZONE
 AND 4' MINIMUM HEIGHT
- 8' MINIMUM TREE CLEARANCE
- 2' CLEARANCE ZONES



DATE: 07-18-2024



Phasing Plan of Development

PHASE I (1-2 Years)*

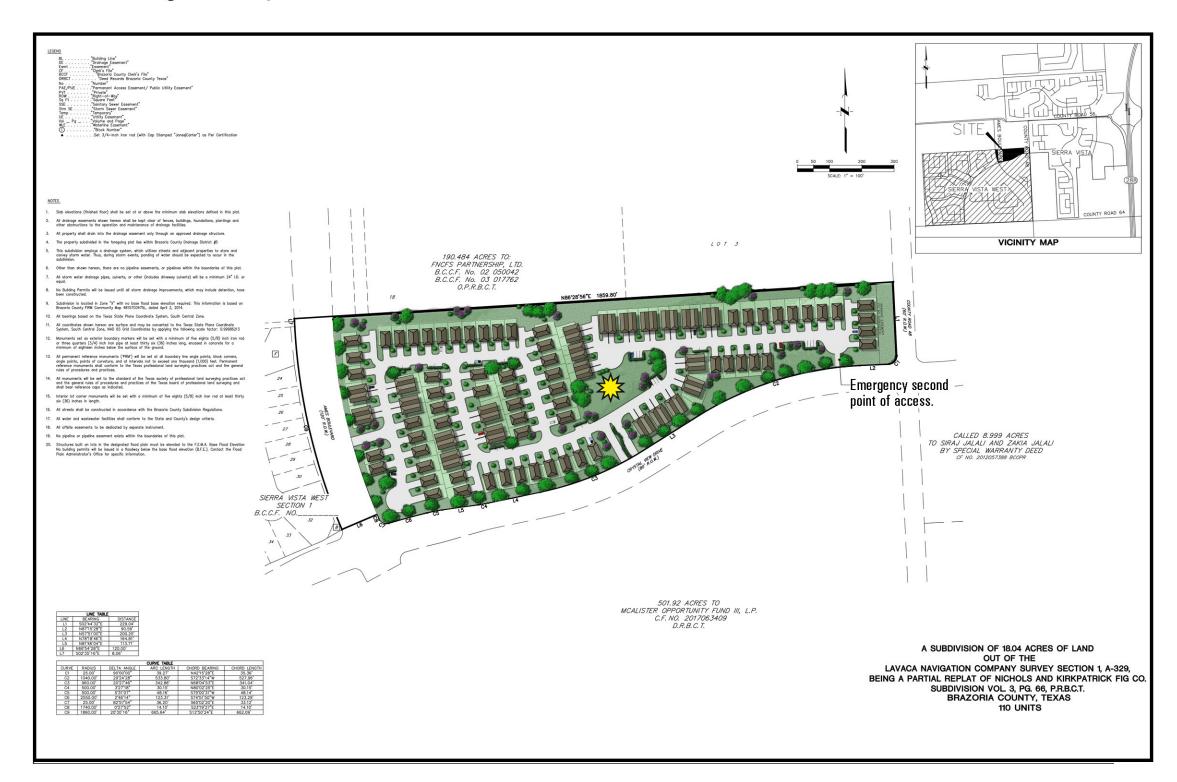


*THE PHASE DATES OF EACH PHASE IS SUBJECT TO CHANGE DUE TO GENERAL ECONOMIC VARIABLES AND MARKET DEMAND.



Sierra Vista West

"For Rent" Single-Family Residential Site Plan



110 TOTAL UNITS

Density: 6.09 DU/AC

Setbacks:

Front Yard: Minimum 20', all buildings shall face internal PAE

Side Yard:

- a. Minimum 10' between buildings
- b. Minimum 10' on the street side of a corner unit.
- C. Minimum 25' if the unit is backing to any other public street (i.e. CR 48, Crystal View Drive, Ames Boulevard).

Rear Yard:

- a. Minimum 20' from perimeter property line
- b. Minimum 25 feet if the unit is backing to a street that is a major arterial or major collector.

Lot Size*: 3,600 SF Typical $40'\times90'$ *This site will not be subdivided into single-family lots. All land and residential units will be owned and maintained by a single corporate entity.

Maximum Height: 2 Stories - 35'

Parking:

- a. 2 garage spaces and 2 on-site spaces provided with each unit.
- b. 1 additional guest parking space per 4 units. (28 total) provided throughout the site.

Open Space:

- a. 146,522 SF Open Space Provided (99,000 SF Reg.)
- b. 1,332 SF Open Space per unit provided (900 SF Min.

Location of On-site Management Offices:

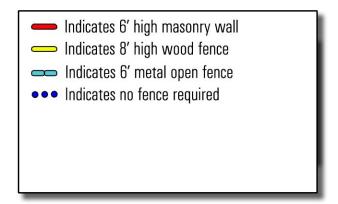
Materials:

- a. 100% brick 1 story structures
- b. 60% brick 2 story structures

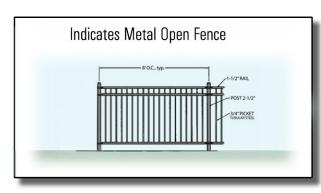


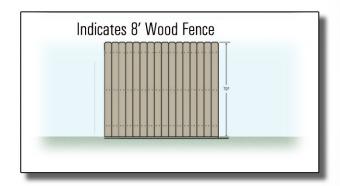
DATE: 07-18-2024

Perimeter Fencing and Screening















Contributing Landscape and Open Space Plan

LEGEND

REQUIRED OPEN SPACE

ACREAGE TOTAL %

OPEN SPACE INCLUDES LANDSCAPE BUFFERS, DETENTION AREAS, GREEN BELTS AND RECREATION SITES. (CONTRIBUTING RECREATION SITES SHALL BE ACCESSIBLE FROM A PUBLIC STREET.)

- INDICATES PRIVATE NON-CONTRIBUTING RECREATION SITES
- INDICATES PROPOSED RECREATION SITE MINIMUM 1/4 AC. (SEE NOTE)
- () 1/4 MILE RADIUS SERVICE AREA
- O PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- OOOINDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK NOTE: 6' MINIMUM SIDEWALK REQUIRED ON ONE SIDE OF THE SPINE ROAD
- •••INDICATES MINIMUM 5' WIDE PUBLIC STREET SIDEWALK
 - LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO: MINIMUM 15' WIDE AND CONTAINING REQUIRED 1½" CALIPER TREES
 - DETENTION LAKE TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO: 5:1 MAXIMUM SIDE SLOPE, PERMANENT WATER SURFACE AND MINIMUM 6' WATER DEPTH

Note:

Recreation sites shall provide a variety of recreational uses-passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.

Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycle parking. Bicycle parking shall include racks or other structures intended for parking bicycles, with a minimum of 4 spaces.

At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals. At least 1 park shall include a fenced area with double gates for use as a dog park.



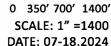


FIGURE 12



Amenity Center Site Plan



SIERRA VISTA

Conceptual Amenity Exhibit

a project developed for Astro Sierra Vista L.P.

LEGEND

- 1- CLUBHOUSE PAD SITE
- 2- PLAYGROUND
- 3- SPLASH PAD
- 4- RESTROOM/PAVILION
- 5- TENNIS COURT
- 6- BASKETBALL COURT
- 7a-PARKING LOT
- 7b-GOLF CART PARKING
- 8- OASIS POOL
- 9- LAZY RIVER
- 10- SHADE
- 11a-ENTRY FEATURE
- 11b- SECONDARY ENTRANCE
- 12- POOL DECKING
- 13- BEACH WALK IN
- 14- ACCESS BRIDGE
- 15- PICKELBALL COURT
- 16- BOCCE BALL COURT
- 17- SAND BEACH
- 18- HAMMOCK AREA
- 19- CABANA
- 20- SIDEWALK
- 21- POOL EQUIPMENT ROOM
- 22- RETAINING WALL
- 23- SPORTS/OPEN SPACE
- 24- 20'WIDE FIRE LANE



SCALE: 1"=800' DATE: 7-18-2024



Amenity Center Views









Kimley**≫**Horn









Thursday, January 12, 2023

Mitchell Mayard, P.E. Kimley-Horn 11700 Katy Freeway, Suite 800 Houston, TX 77079

Sierra Vista West - Amenity Village Civil Site Improvements Re:

> 10305 Crystal View Drive Letter of No Objection COIC Project No. 1789

Adico, LLC Project No. 16007-3-384

Dear Mr. Mayard;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West – Amenity Village Civil Site Improvements construction plans received on or about December 22, 2022. The project has been reviewed in accordance with the City of Iowa Colony Engineering Design Criteria Manual effective June 20, 2009 and as amended.

Based upon our review, we have no objections to the plans as resubmitted on December 22, 2022. Attached are the signed plans for your files.

Should you have any questions or comments, please do not hesitate to contact our office.

Sincerely,

Adico, LLC

Dinh V. Ho, P.E.

TBPE Firm No. 16423

Cc: Kayleen Rosser

Robert Hemminger File: 16007-3-384

Item 13.



CITY COUNCIL WORKSESSION MINUTES

Monday, January 13, 2025 6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • <u>www.iowacolonytx.gov</u>

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 13th day of January 2025, the City Council of the City of Iowa Colony, Texas, held a worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember 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 6:00 P.M.

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

- 1. Discussion on introduction of new staff members.
 - Sergeant King introduced new patrol officers Michael Salas and Jayden Kelly.
- 2. Discussion on Government Center Master Plan project kick-off and schedule.
 - Charles Burditt presented a PowerPoint presentation on the Government Center Masterplan and schedule of events.
- 3. Discussion on the rental of city facilities.
 - The City Council discussed the rental of city facilities including the public works building.
- 4. Discussion on a water quality improvement project.
 - Nathaniel Lail; the consultant with Water Engineers Inc. presented the water and wastewater filtration systems. The council discussed the water and wastewater filtration system options.

Item 13.

ADJOURNMENT

Mayor Kennedy called the worksession to recess at 6:59 P.M.

The Council resumed the worksession at 7:12 P.M. discussing item no. 4.

The worksession was adjourned at 7:39 P.M.

APPROVED THIS 10TH DAY OF FEBRUARY 2025

Kayleen Rosser, City Secretary	Wil Kennedy, Mayor



Item 14.



CITY COUNCIL MEETING MINUTE

Monday, January 13, 2025 7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583

Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS COUNTY OF BRAZORIA CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 13th day of January 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember 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 7:00 P.M. The Council returned to work session.

The council meeting resumed at 7:39 P.M.

INVOCATION

Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation declaring Martin Luther King Jr. Day.

Mayor Kennedy presented Councilmember Arnetta Murray with the Proclamation declaring January 20th as MLK Day.

CITIZEN COMMENTS

Brenda Dillon provided comments in regard to the great job the City Manager has done. She supports the City Manager because he has brought so much to the table. She stated that he has brought the city a long way and he cares about the city and the citizens. She asked that the city council be considerate when looking at employee contracts due to the great job the City Manager has done.

PUBLIC HEARINGS

2. Hold a public hearing to consider the adoption of the Drought Contingency Plan.

Mayor Kennedy opened the public hearing at 7:49 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:50 P.M.

EXECUTIVE SESSION-7:50 P.M.

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

3. Deliberate the City Attorney's employment agreement.

POST EXECUTIVE SESSION-7:59 P.M.

Motion made by Mayor Pro Tem Greene-Scott that the City Attorney's contract or employment agreement be reviewed by outside counsel, Seconded by Councilmember Hargroder.

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

ITEMS FOR CONSIDERATION

- 4. Consideration and possible action on a resolution adopting the Drought Contingency Plan.
 - Motion made by Councilmember Hargroder to approve a resolution adopting the Iowa Colony Drought Contingency Plan, Seconded by Councilmember Murray.
 - Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
- 5. Consideration and possible action on a resolution accepting a petition to create a Public Improvement District (PID) and scheduling a public hearing on the request.
 - Motion made by Mayor Pro Tem Greene-Scott to approve a resolution accepting a petition to create a Public Improvement District and scheduling a public hearing on the matter for 7:00 P.M. on February 10, 2025 in the Iowa Colony City Council Chambers at 3144 Meridiana Parkway, Seconded by Councilmember Barnett.
 - Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
- 6. Consideration and possible action to approve a resolution suspending water and wastewater rate increases proposed by Undine, LLC.
 - Motion made by Councilmember Hargroder to approve a resolution suspending water and wastewater rate increases proposed by Undine, LLC for their customers in the City of Iowa Colony denying the water and wastewater rates, Seconded by Councilmember Varlack. Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

CONSENT AGENDA

Motion made by Mayor Pro Tem Greene-Scott to approve all consent agenda items as presented, Seconded by Councilmember Murray.

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

- 7. Consider approval of the December 2, 2024 City Council meeting minutes.
- 8. Consider approval of the December 9, 2024 City Council work session minutes.
- 9. Consider approval of the December 9, 2024 City Council meeting minutes.
- 10. Consider approval of the Market at Creekhaven North Preliminary Plat.
- 11. Consider approval of the Ellwood Section 2 Preliminary Plat.
- 12. Consider approval of the Ellwood Section 3 Preliminary Plat.
- 13. Consider approval of the Ellwood Karsten Boulevard Phase 2 Street Dedication Preliminary Plat.
- 14. Consider approval of the Ellwood Karsten Boulevard Phase 3 Street Dedication Preliminary Plat.
- 15. Consider approval of the Ellwood Recreation Reserve Preliminary Plat.
- 16. Consider renewal of a Certificate of Deposit with Veritex Community Bank.
- 17. Consider approval of a Resolution Authorizing Participation and Designating Authorized Representatives for TexPool Prime.
- 18. Consider acceptance of the Quarterly Investment Report.

COUNCIL COMMENTS

Councilmember Murray thanked the mayor for presenting her with the Proclamation. She reminded everyone about the MLK day parade on Saturday, January 18th. She thanked those that have helped with the event including Jeremy, Chief Bell, Dr. Brown, Robert, and Eugene Howard as well as others.

Councilmember Barnett provided no comments.

Mayor Pro Tem Greene-Scott wished everyone a Happy New Year. She reminded everyone to enjoy life. She had a family member and a close friend's grandson pass away recently and then there are fires burning in California. She reminded everyone that life is very short, and we do not know how long we have.

Mayor Kennedy stated that he is looking forward to the MLK day parade. The first MLK program in Iowa Colony was in 2019. He mentioned that Iowa Colony will hold the first ever State of the City address on January 21st from 11:30 to 1 P.M.

Councilmember Hargroder thanked those who attended the Fire Department Christmas Parade. She thanked the staff for all the work they put into preparing for city events. The Fire Department received a \$20,000 grant, \$20,000 from the ESD, and the water bill donation is being used as the last third of the funding. With this, the Fire Department was able to fund a training prop grant and put in an order for that. She is proud of the hard work that was put into that. It will be the first of its kind in the county.

Councilmember Boyce stated that he is proud of the city and all the things we have accomplished. He had the privilege to be questioned by Elementary students last week. The students are in the process of building their own city. In doing so they had questions for him. They are taking notes on things happening in the city and respective communities. It made him think that there are many channels working together to make this city better.

Councilmember Varlack stated he appreciates the staff. He mentioned the events that were recently held by the city were great. He encounted several of our officers working with different individuals throughout the community, not ticket stops, just them talking to people. He was reminded of the words from Dr. King. "If you are going to be a ditch digger, be the very best ditch digger that you can be." The world is in a bit of unrest. He encourages us to be the change that we want to see in the world.

Item 14.

STAFF REPORTS

The City Secretary provided the dates of the filing period for a place on the general election ballot. The filing period opens on Wednesday, January 15th at 8:00 A.M. and closes on Friday, February 14th at 5:00 P.M.

Sergeant Sosa stated the number of thefts that have occurred. They are stealing breakers, fridges, and other appliances. The total losses are up to \$100,000. They are also taking construction materials from unoccupied homes.

- 19. Building Official/Fire Marshal Monthly Report
- 20. Police Department Monthly Report
- 21. Municipal Court Monthly Report
- 22. Public Works Monthly Report
- 23. City Engineer Monthly Report
- 24. Finance Monthly Reports
- 25. Technology Department Monthly Report
- 26. Water/Wastewater Utility Monthly Report

ADJOURNMENT

The meeting was adjourned at 8:31 P.M.

APPROVED TH	IC 10TH DAX	/ OF FEDDI	IADV 2025
APPROVED I HI	IS 10111 DA 1	(OF FERRI	1ARY 7075

Kayleen Rosser, City Secretary	Wil Kennedy, Mayor





Monday, January 20, 2025

Sean Conley Conley Land Services, LLC 11003 Buttonwood Creek Trail Tomball, TX 77375 sean@conleyland.com

Re: The Market at Creekhaven South Preliminary Plat

Letter of Recommendation to Approve

COIC Project No. 5399 ALLC Project No. 16007-2-412

Dear Mr. Conley:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of The Market at Creekhaven South Preliminary Plat, received on or about January 16, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on January 16, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Tuesday, January 28, 2025, for consideration at the February 4, 2025, Planning and Zoning Commission meeting.

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

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser Robert Hemminger

File: 16007-2-412

STATE OF TEXAS AIRLINE RD NO 1 E **BENCHMARK NOTE** COUNTY OF BRAZORIA 2,060.00' 5'47'00' THE MARKET AT CREEKHAVEN SOUTH PAM 88 ARP WE, MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND 2" GALVANIZED STEEL PIPE LOCATED AT THE THROUGH PARVEZ MERCHANT, MANAGING MEMBER, AND MOUNANG DESAI, MANAGING SOUTHEAST CORNER OF A WASTEWATER MEMBER, OWNERS OF THE 4.707 ACRES OF LAND DESCRIBED IN THE ABOVE AND TREATMENT PLANT HAVING THE ADDRESS FOREGOING PLAT OF THE MARKET AT CREEKHAVEN SOUTH, DO HEREBY MAKE AND 9407 COPPER COVE LN, ROSHARON, TX 77583 ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LIENS, ELEV. 63.20 NAVD88 DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, SANDY POINT RD NO 1 DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED. FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING. AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE FURTHER, MH CREEKHAVEN, LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF THE MARKET AT CREEKHAVEN SOUTH, HAVE COMPLIED WITH, OR WILL COMPLY WITH, THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS. **VICINITY MAP** 1" = 4000' IN TESTIMONY WHEREOF, THE MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY PARVEZ MERCHANT, MANAGING MEMBER, AND MOUNANG DESAI, MANAGING MEMBER, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS DAY OF LEGEND MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY AERIAL EASEMENT ALUMINUM ALUM. B.C.C.F. NO. BRAZORIA COUNTY CLERKS FILE NUMBER B.C.D.R. BRAZORIA COUNTY DEED RECORDS PARVEZ MERCHANT, MANAGING MEMBER **BUILDING LINE** B.L. BRS. BEARS DOC. DOCUMENT ESMT. EASEMENT FND. FOUND MOUNANG DESAI, MANAGING MEMBER ID INSIDE DIAMETER MONUMENT PAGE RIGHT OF WAY R.O.W. SANITARY SEWER EASEMENT SQ. FT. SQUARE FEET STATE OF TEXAS STM.S.E. STORM SEWER EASEMENT **COUNTY OF HARRIS** U.E. UTILITY EASEMENT VOLUME VOL. BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WATER LINE EASEMENT PARVEZ MERCHANT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO FND. 5/8" I. ROD W/ELS CAP THE FOREGOING INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF ______, 202____. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES: STATE OF TEXAS COUNTY OF HARRIS -50' PIPELINE ESMT. VOL. 1123, PG. 454 B.C.D.R. BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VOL. 1330, PG. 949 B.C.D.R. CALLED 6.435 ACRES MOUNANG DESAI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO PORTION OF A (NORTH TRACT) MH CREEKHAVEN, LLC THE FOREGOING INSTRUMENT AND ACKNOWLEDGMENT TO ME THAT THEY EXECUTED CALLED 945.8984 ACRES THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE SANDY POINT OWNER LP B.C.C.F. NO. 2024040686 CAPACITY THEREIN AND HEREIN STATED. -10' SAN.S.E. B.C.C.F. NO. 2023012556-BRAZORIA COUNTY PORTION OF A GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF ______, 202____. MUNICIPAL UTILITY CALLED 7.9175 ACRES DISTRICT NO. 92 SANDY POINT OWNER LP REMAINDER OF B C C F NO 20240 CALLED 212.6754 ACRES B.C.C.F. NO. 2023012558 (TO BE DEDICATED TO TXDOT SANDY POINT OWNER LP BY PARCEL PLAT) 15'X25' W.L.E B.C.C.F. NO. 2023012562 **BRAZORIA COUNTY** REMAINDER OF A 25' STM.S.E. NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ACCESS AND SIGNAGE EASEMENT MUNICIPAL UTILITY DISTRICT NO. 92 CALLED 0.1681 ACRE **BRAZORIA COUNTY** B.C.C.F. NO. 2024040685 SANDY POINT OWNER LP B.C.C.F. NO. 2024032133 MUNICIPAL UTILITY B.C.C.F. NO. 2023048554-DISTRICT NO. 92 MY COMMISSION EXPIRES: B.C.C.F. NO. 2024032135 25' B.L., B.C.C.F. NO. 2024040685 CITY OF IOWA COLONY APPROVAL (420' R.O.W.) (1057, PG. 910 B.C.D.R 1058, PG. 874 B.C.D.F 1073, PG. 643 B.C.D.F CITY COUNCIL APPROVAL PLANNING AND ZONING COMMISSION APPROVAL CREEKHAVEN BOULEVARD WIL KENNEDY, MAYOR (120' R.O.W.) DAVID HURST, CHAIRMAN DOC. NO. 2024054352 B.C.P.R. PLANNING AND ZONING COMMISSION MCLEAN BARNETT, COUNCIL MEMBER LES HOSEY PLANNING AND ZONING COMMISSION MEMBER -P.O.B. N 87°42'19" E 293.00' FND. 5/8" I. ROD ARNETTA HICKS-MURRAY, COUNCIL MEMBER BRENDA DILLON ←FND. 5/8" I. ROD W/ELS CAP PLANNING AND ZONING COMMISSION MEMBER MARQUETTE GREENE-SCOTT, COUNCIL MEMBER BRIAN JOHNSON 20' SAN.S.E BRAZORIA COUNTY 25'/B.L., B.C.C.F. NO. 2024040685 PLANNING AND ZONING COMMISSION MEMBER MUNICIPAL UTILITY DISTRICT NO. 92 B.C.C.F. NO. 2024032134 ACCESS AND SIGNAGE EASEMENT TIMOTHY VARLACK, COUNCIL MEMBER TERRY HAYES B.C.C.F/NO. 2024040685 PLANNING AND ZONING COMMISSION MEMBER REMAINDER OF · 0.0940 A¢RE W.L.E. **CALLED 212.6754 ACRES** BRAZORIA COUNTY BRAZORIA COUNTY SANDY POINT OWNER LP MUNICIPAL UTILITY DISTRICT NO. 92 SYDNEY HARGRODER, COUNCIL MEMBER MUNICIPAL UTILITY DISTRICT NO. 92 B.C.C.F. NO. 2023012562 B.C.C.F. NO. 2024032133 PLANNING AND ZONING COMMISSION MEMBER B.C.C.F. NO. 2024032135 KAREEM BOYCE, COUNCIL MEMBER WARREN DAVIS JR. PLANNING AND ZONING COMMISSION MEMBER DINH HO, P.E., CITY ENGINEER DATE RESTRICTED RESERVE A BLOCK 1 VOL. 1123, PG. 454 B.C.D.R. VOL. 1330, PG. 949 B.C.D.R. **4.707 ACRES** 205,055 SQ. FT APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DATE LEE WALDEN, P.E. PRESIDENT KERRY L. OSBURN DATE VICE PRESIDENT H.L.&P. CO. ESMT. VOL. 815, PG. 696 B.C.D.R. 7.5' A.E. FROM A PLANE OF T 16' ABOVE GROUND AND UPWARD BRANDON MIDDLETON DEDICATED TO PUBLIC SECRETARY/TREASURER 50' PIPELINE ESMT. B.C.C.F. NO. 2024027853 VOL. 1116, PG. 387 B.C.D.R. DEDICATED TO PUBLIC −@297.26 FND. 5/8" I. ROD WQL. 1149, PG. 615 B.C.D.R. B.C.C.F. NO. 2024027853 DINH V. HO, P.E., C.F.M. DATE W/ELS CAP DISTRICT ENGINEER -@308.26' NOTE: PROJECT FIELD STARTUP WILL BEGIN WITHIN 365 CALENDAR DAYS FROM THE DATE SHOWN FND. 5/8" I. ROD HEREON. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. @26.13' W/ELS CAP FND. 5/8" I. ROD BRISCOE CANAL W/ELS CAP DAVID TALLEY SURVEY, SECTION 12, A-130 S 87°21'53" W 201.30 C.S. GORBET SURVEY, SECTION 12, A-64 (APPROXIMATE SURVEY LINE) └40' DRAINAGE ESMT. REFERENCED IN CALLED 615.92 ACRES B.C.C.F. NO. 1989026620 AA SHARP INVESTMENTS, LTD. B.C.C.F. NO. 2007068904 I, SEAN CONLEY , AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES, AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET UNLESS OTHERWISE NOTED, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY SEAN CONLEY, RPLS TEXAS REGISTRATION NO. 6739

DESCRIPTION OF 4.707 ACRES OF LAND SITUATED IN THE DAVID TALLEY SURVEY, SECTION 12, ABSTRACT NO. 130 AND THE L.A. GUERINGER SURVEY, ABSTRACT NO. 706 CITY OF IOWA COLONY

BRAZORIA COUNTY, TEXAS BEING 4.707 ACRES (205,055 SQUARE FEET) OF LAND SITUATED IN THE DAVID TALLEY SURVEY, SECTION 12, SURVEY, ABSTRACT NO. 130 AND THE L.A. GUERINGER SURVEY, ABSTRACT 706, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS, BEING ALL OF A CALLED 4.707 ACRE TRACT OF LAND, DESIGNATED SOUTH TRACT, DESCRIBED IN AN INSTRUMENT TO MH CREEKHAVEN, LLC RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2024040686, SAID 4.707 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING BASED ON THE TEXAS COORDINATE

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE NORTHWEST CORNER OF SAID 4.707 ACRE TRACT OF LAND AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH ITS CENTER BEARS N 03°29'19" E, A DISTANCE OF 2,060.00

THENCE, WITH A CURVE TO THE LEFT, AN ARC LENGTH OF 207.93 FEET, HAVING A RADIUS OF 2,060.00 FEET, A CENTRAL ANGLE OF 05°47'00", AND A CHORD BEARING S 89°24'11" E, A DISTANCE OF 207.84 FEET TO A 5/8-INCH IRON ROD FOUND FOR POINT OF TANGENCY;

THENCE, N 87°42'19" E, A DISTANCE OF 293.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR THE NORTHERNMOST NORTHEAST CORNER OF SAID 4.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 54.98 FEET, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S 47°17'41" E, A DISTANCE OF 49.50 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR POINT OF TANGENCY AND THE EASTERNMOST NORTHEAST CORNER OF SAID 4.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND, LYING ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE

THENCE, S 02°17'41" E, WITH THE WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 288, AT A DISTANCE OF 297.26 FEET PASSING A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR REFERENCE, AT A DISTANCE OF 308.26 FEET PASSING A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 347.26 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 4.407 ACRE TRACT AND THE HEREIN DESCRIBED TRACT,

THENCE, S 87°41'15" W, A DISTANCE OF 332.79 FEET TO AN ANGLE POINT OF SAID 4.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, S 87°21'53" W, A DISTANCE OF 201.30 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 4.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT

THENCE. N 02°30'46" W, AT A DISTANCE OF 26.13 FEET PASSING A 5/8-INCH IRON ROD WITH CAP STAMPED "ELS" FOUND FOR REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 394.04 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.707 ACRES OR 205,055 SQUARE FEET OF LAND.

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.

3. THE PROPERTY SUBDIVIDED IN THIS FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA

2. ALL BOUNDARY CORNERS FOR THE PLAT SHOWN HEREON ARE FOUND 5/8-INCH IRON RODS WITH CAP STAMPED "ELS" UNLESS OTHERWISE NOTED.

COLONY, BRAZORIA COUNTY MUD 92 AND BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5. 4. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM SEWER DRAINAGE IMPROVEMENTS IF ANY AND

WHICH MAY INCLUDE DETENTION HAVE BEEN CONSTRUCTED. 5. 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. 6. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.

7. THIS PLAT IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS RECORDED UNDER B.C.C.F. NOS. 2024003961

8. SURVEYED PROPERTY LIES IN UNSHADED ZONE X (AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOOD) ACCORDING TO FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY UNINCORPORATED AREAS, MAP

NUMBER 48039C0120K, DATED EFFECTIVE 12/30/2020.

MAINTENANCE OF OIL RESTRICTED RESERVES.

9. THE DEVELOPER/HOMEOWNERS ASSOCIATION/MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR

10. PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS.

11. CONTOUR LINES SHOWN HEREON ARE BASED ON GPS OBSERVATION AND REFERENCED TO NGS BENCHMARK PAM 88 ARP BEING NOTED HEREON.

12. THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF 949 SC SH288 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND HINES ACQUISITIONS, LLC.

PRELIMINARY PLAT OF THE MARKET AT CREEKHAVEN SOUTH BEING A SUBDIVISION OF 4.707 ACRES OF LAND

SITUATED IN THE DAVID TALLEY SURVEY SURVEY, SECTION 12, ABSTRACT 130 AND L.A. GUERINGER SURVEY ABSTRACT 706 CITY OF IOWA COLONY BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

MH CREEKHAVEN, LLC, A TEXAS LIMITED LIABILITY COMPANY 5400 POINTE W. CIRCLE RICHMOND, TX 77469

ENGINEER ALJ Lindsey 18635 N. ELDRIDGE PARKWAY, SUITE 200

TOMBALL, TX 77377 **SURVEYOR**

CONLEY LAND SERVICES, LLC 11003 BUTTONWOOD CREEK TRAIL TOMBALL, TX 77375 TEL. (832) 729-4997

TBPELS FIRM NO. 10194732

JOB NO. 24.0087



Tuesday, February 4, 2025

Mayor Wil Kennedy c/o City Council City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, TX 77553

Re: Ellwood Section 1A – Early Plat Application

Brazoria County Municipal Utility District No. 57

Beazer Homes, Texas, L.P.

Letter of Recommendation to Approve

Adico Project No. 25102-01

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about January 22, 2025, from EHRA, Inc. on behalf of Beazer Homes, Texas, L.P. for Ellwood Section 1A. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans are approved and construction is currently ongoing. The final plat was approved at the October 1, 2024, Planning and Zoning meeting and at the October 14, 2024, City Council meeting. Below is a brief overview:

Below is a brief overview of the request.

ELLWOOD SECTION 1A - EARLY PLAT ESCROW SUMMARY								
CONTRACTS	CONTRACTOR	ORIGINAL CONTRACT	CHANGE ORDERS	QUANTITY ADJUSTMENTS	ADJUSTED FINAL CONTRACT	CONFIRMED PAYMENTS	APPLICABLE EARLY PLAT PORTION AT TIME OF APPLICATION	
Phase I Detention	Northtex Construction, LLC	\$ 3,061,760.36	\$ -	\$ (80,605.43)	\$ 2,981,154.93	\$ 1,619,615.47	\$ 1,361,539.46	
Section 1A WSD&P	Blazey Construction Services, LLC	\$ 2,064,978.35	\$ -		\$ 2,064,978.35	\$ -	\$ 2,064,978.35	
BCMUD 57 Lift Station No. 3	C-4 Partners, LLC	\$ 1,413,460.00	\$ -	\$ -	\$ 1,413,460.00	\$ -	\$ 1,413,460.00	
Total Remaining Contract Amount							\$ 4,839,977.81	
Remaining construction plus 10%							\$ 483,997.78	
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)							\$ 5,323,975.59	
2% Administrative Fee							\$ 106,479.51	
Administrative Fee Received 2//2/25							\$ 73,585.14	
Administrative Fee Received 2/4/25							\$ 32,894.37	

EHRA, Inc. has provided copies of contract documents, pay applications, change orders, Affidavit of Bills Paid, Waiver and Lien Release upon Partial and Final Payment and payment acknowledgements as required for the early plat application request.

The amount remaining on all contracts is \$4,839,977.81. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City within ten days of approval by City Council. The total cash deposit shall be \$5,323,975.59.

In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. The City received an administrative fee of \$106,479.91.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Ellwood Section 1A. The Developer shall provide the cash deposit in the amount of \$5,323,975.59 within 10 days of approval by City Council.

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

Sincerely, Adico, LLC

TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)



10011 Meadowglen Ln. Houston, Texas 77042 713.784.4500 EHRAinc.com

REQUEST FOR EARLY RECORDATION OF SUBDIVISION PLATS

DATE: 01/21/2025

TO: City of Iowa Colony, Adico, LLC

2114 El Dorado Blvd, Suite 400

Friendswood, TX 77546 PH: 832-895-1093

FROM: EHRA/Luis Sanabria, Project Manager

RE: Request for Early Recordation of Subdivision Plats – Ellwood Section 1A

City of Iowa Colony Project No. 4645 Adico, LLC Project No. 16007-2-394

Dear City of Iowa Colony:

As the engineer for the development and representative for Beazer Homes, Texas, L.P., a Delaware limited partnership, we kindly request the approval to early record the final plat for Ellwood Section 1A.

Included with this letter includes the escrow summary for projects related to the infrastructure that will serve Ellwood Section 1A and the status of each contract. Additionally, a check for the 2% administrative fee has been provided.

Please let me know if you have any questions.

Sincerely,

Luis P. Sanabria, P.E.

EHRA

Project Manager

Attachments:

Attachment A - Construction Escrow Summary

Attachment B – Pay Applications

Cc: Erik Haaland – Beazer Homes



CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY ELLWOOD SECTION 1A

		Orig	inal Contract			Qua	antity	Cur	rent Contract			Remai	ning Contract Amount
<u>Project</u>	Contractor	Amo	ount	Change	<u>Orders</u>	Adj	<u>ustments</u>	Am	ount	Pay	ments to Date	(Includ	ling Retainage)
1 Phase 1 Detention	Northtex Construction, LLC	\$	3,061,760.36	\$	-	\$	(80,605.43)	\$	2,981,154.93	\$	1,619,615.47	\$	1,361,539.46
2 Section 1A WSD & Paving	Blazey Construction Services, LLC	\$	2,064,978.35	\$	-	\$	-	\$	2,064,978.35	\$	-	\$	2,064,978.35
3 BCMUD 57 Lift Station No. 3	C-4 Partners, LLC	\$	1,413,460.00	\$	-	\$	-	\$	1,413,460.00	\$	-	\$	1,413,460.00
									5	Sub-T	otal Remaining	\$	4,839,977.81
										10	% Contingency	\$	483,997.78
									Т	otal I	Escrow Amount	\$	5,323,975.59
									2% of	Con	struction Costs	\$	106,479.51

1/30/202

STATE OF TEXAS

COUNTY OF BRAZORIA |

We, KLLB AIV LLC, a Delaware limitied liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD SECTION 1A, do hereby make subdivision of said property for and on behalf of said KLLB AIV, a Delaware limitied liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD SECTION 1A where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6")for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back—to—back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this____, day of _______, 2024.

> <u>OWNER</u> KLLB AIV LLC, a Delaware limited liability company

> > Print Name Tricia Tiernan Title: Authorized Signatory

STATE OF ARIZONA

COUNTY OF MARICOPA (

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for the State of Arizona My Notary Commission Expires___

I, Robert L. Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five—eighths of one inch (5/8) inch and a length of not less than three (3) feet.

> Robert L. Boelsche, Registered Professional Land Surveyor Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL PLANNING AND ZONING COMMISSION APPROVAL David Hurst, Chairman Wil Kennedy, Mayor Planning and Zoning Commission McLean Barnett, Council Member Planning and Zoning Commission Member Brenda Dillon Arnetta Hicks-Murray, Council Member Planning and Zoning Commission Member Marquette Greene-Scott, Council Member Planning and Zoning Commission Member Tim Varlack, Council Member Planning and Zoning Commission Member Robert Wall Sydney Hargroder, Council Member Planning and Zoning Commission Member Kareem Boyce, Council Member Planning and Zoning Commission Member Dinh Ho, P.E., City Engineer

Date

METES AND BOUNDS DESCRIPTION ELLWOOD SECTION 1A BEING A 3.445 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512 BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 3.445 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOT 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 3.445 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized common line of the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat

THENCE, South 02*45'50" East, along the westerly line of said 233.54 acre tract for a distance of 526.61 feet to a point for corner;

THENCE, North 87°14'10" East, for a distance of 115.00 feet to a 5/8—inch iron rod stamped "E.H.R.A. 713—784—4500" set marking the POINT OF BEGINNING of the herein described 3.445 acre tract;

1) THENCE, North 87°14'10" East, for a distance of 100.00 feet to a 5/8—inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature;

2) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 42°14"10" East, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point for corner;

3) THENCE, North 87'14'10" East, for a distance of 50.00 feet to a 5/8-inch iron rod stamped "E.H.R.A.

4) THENCE, North 02'45'50" West, for a distance of 74.14 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature;

5) THENCE, in a northerly direction along the arc of a curve to the right having a radius of 275.00 feet, an arc length of 37.07 feet, an angle of 07*43'21", and a chord bearing North 01*05'51" East, for a distance of

37.04 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, North 87°20'14" East, for a distance of 412.95 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, South 02'18'12" East, for a distance of 151.87 feet to a 5/8-inch iron rod stamped "E.H.R.A.

8) THENCE, South 03°34'30" West, for a distance of 90.56 feet to a 5/8-inch iron rod stamped "E.H.R.A.

9) THENCE, South 35°12'49" West, for a distance of 84.37 feet to a 5/8-inch iron rod stamped "E.H.R.A.

10) THENCE, South 62°17'27" West, for a distance of 51.18 feet to a 5/8-inch iron rod stamped "E.H.R.A.

12) THENCE, South 87'37'00" West, for a distance of 252.71 feet to a 5/8-inch iron rod stamped "E.H.R.A.

13) THENCE, North 02*45'50" West, for a distance of 92.61 feet to a 5/8-inch iron rod stamped "E.H.R.A.

11) THENCE, South 82°11'38" West, for a distance of 53.41 feet to a 5/8-inch iron rod stamped "E.H.R.A.

14) THENCE, South 87°14'10" West, for a distance of 50.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set in a arc of a non-tangent curve;

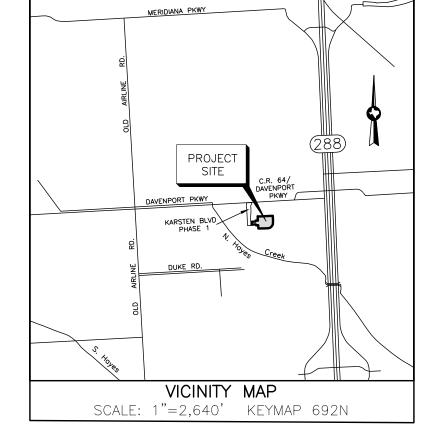
15) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 47°45'50" West, for a distance of

35.36 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for tangency; 16) THENCE, South 87°14'10" West, for a distance of 100.00 feet to a 5/8-inch iron rod stamped "E.H.R.A.

17) THENCE, North 02°45'50" West, for a distance of 80.00 feet to the POINT OF BEGINNING and containing

BENCHMARK(S):

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



FINAL PLAT OF **ELLWOOD SECTION 1A**

BEING A SUBDIVISION OF 3.445 ACRES OUT OF THE W. H. DENNIS SURVEY. A-512. AND BEING OUT OF LOTS 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK, 10 LOTS, AND 1 RESERVE (0.5070 ACRES)

OWNER

KLLB AIV LLC. A DELAWARE LIMITED LIABILITY COMPANY 6900 E. CAMELBACK ROAD. SUITE 800 SCOTTSDALE, AZ 85251 (786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP 13430 NORTHWEST FREEWAY, SUITE 900 HOUSTON, TX 77040 (281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRA.TEAM

TBPE No. F-726 TBPELS No. 10092300

JOB NO. 221-022-01

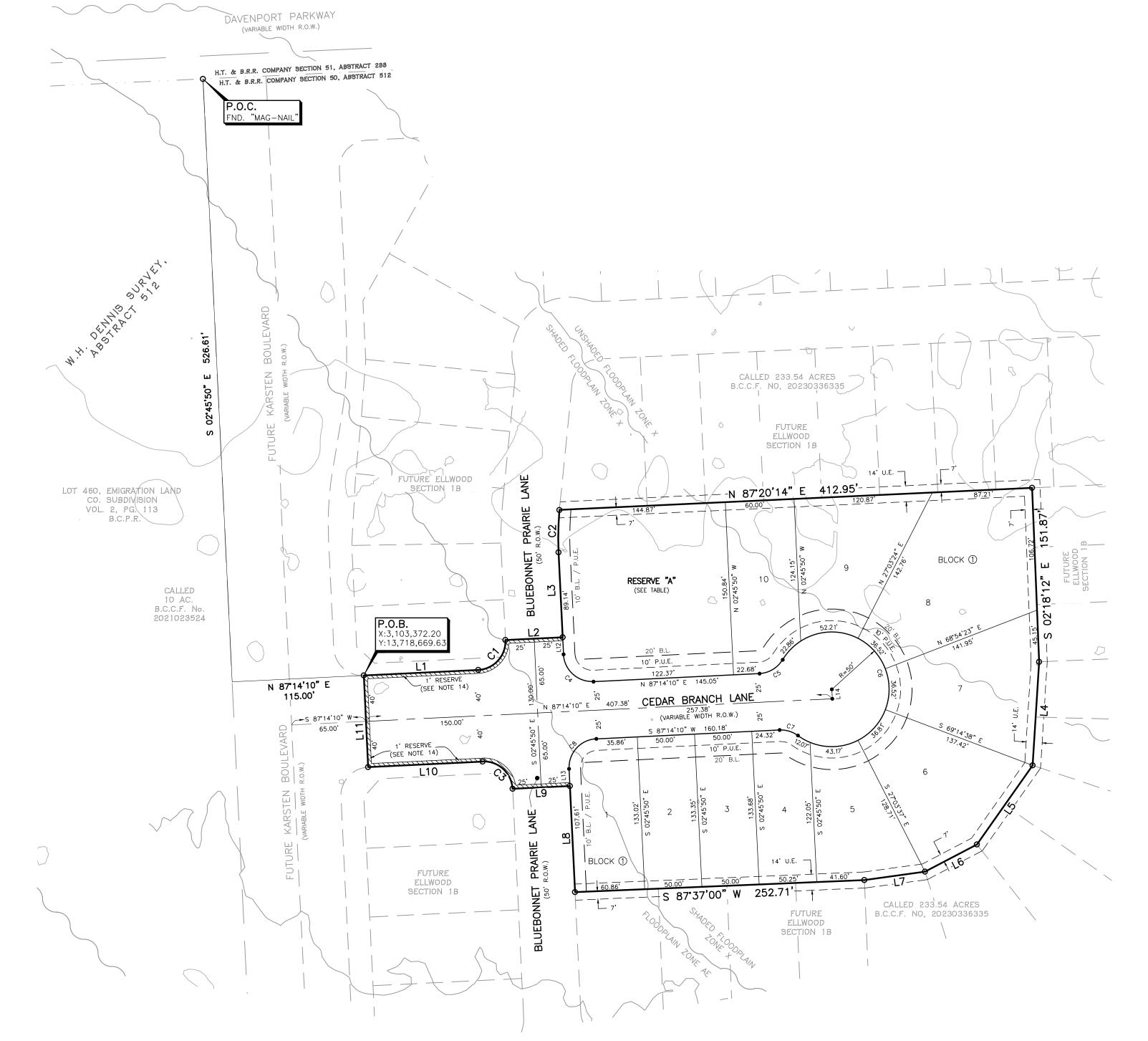
SHT 1 OF 2 213

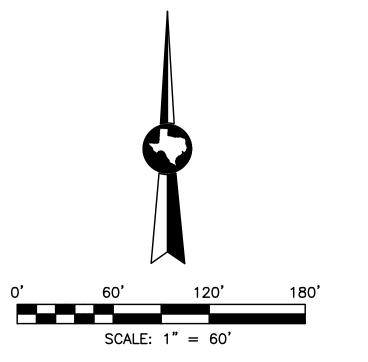
- 1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- 2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713—784—4500" set in concrete, unless otherwise noted.
- 3. AC. indicates Acres
- B.C.C.F. NO. indicates Brazoria County Clerk's File Number
- B.C.D.R. indicates Brazoria County Deed Records B.C.P.R. NO. indicates Brazoria County Plat Records Number
- B.L. indicates Building Line
- PG. indicates Page
 P.O.B. indicates Point Of Beginning
- P.O.C. indicates Point of Commencing
- P.U.E. indicates Public Utility Easement R.O.W. indicates Right of Way U.E. indicates Utility Easement
- VOL. indicates Volume
- (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
- 4. The property subdivided in the foregoing plat lies within Brazoria County, the City of lowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
- 5. The boundary for this plat has a closure in excess of 1:15,000.
- 6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- 7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one—year extension period granted by City Council.
- 8. All water and wastewater facilities shall conform to the city's design criteria.
- 9. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- 10. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).
- 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,
- 11. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
- 12. 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.
- 13. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- 14. One foot reserve didicated 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 herupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the didicators, his heirs, assigns, or successors.
- 15. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Ellwood Section 1A 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

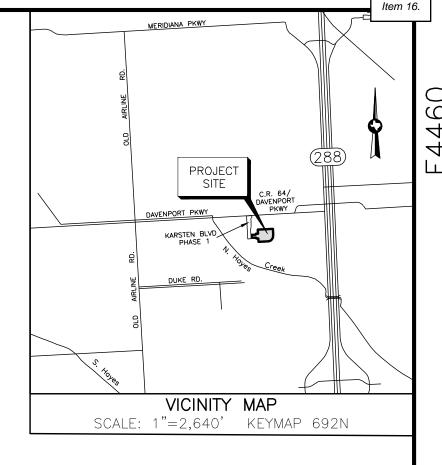
RESERVE TABLE						
RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE			
А	LANDSCAPE, OPEN SPACE, RECREATION &UTILITY PURPOSES	22,083	0.5070			
	ΤΟΤΔΙ	22.083	0.5070			

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27	90°00'00"	N 42°14'10" E	35.36'
C2	275.00'	37.07	7°43'21"	N 01°05'51" E	37.04
С3	25.00'	39.27'	90°00'00"	N 47°45'50" W	35.36'
C4	25.00'	39.27'	90°00'00"	S 47°45'50" E	35.36'
C5	25.00'	24.52'	56°12'18"	N 59°08'01" E	23.55'
C6	50.00'	240.16'	275°12'30"	S 11°21'53" E	67.42'
C7	25.00'	17.02'	39°00'12"	N 73°15'44" W	16.69'
C8	25.00'	39.27'	90°00'00"	S 42°14'10" W	35.36'

LINE	BEARING	DISTANCE
L1	N 87°14'10" E	100.00'
L2	N 87°14'10" E	50.00'
L3	N 02°45'50" W	74.14'
L4	S 03°34'30" W	90.56'
L5	S 35°12'49" W	84.37'
L6	S 62°17'27" W	51.18'
L7 L8	S 82°11'38" W	53.41'
L8	N 02°45'50" W	92.61'
L9	S 87°14'10" W	50.00'
L10	S 87°14'10" W	100.00'
L11	N 02°45'50" W	80.00'
L12	S 02°45'50" E	15.00'
L13	S 02°45'50" E	15.00'
L14	S 02°45'50" E	8.28'







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

PARKLAND TABLE						
PLAT	ACREAGE					
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00					
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO, 57 WATER PLANT	0.00					
LWOOD DETENTION RESERVES "A" AND "B"	1.66					
ELLWOOD DETENTION RESERVE "C"	0.00					
ELLWOOD KARSTEN BOULEVARD PHASE 1	0.00					
ELLWOOD SECTION 1A	0.51					
TOTAL	2.17					

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT 50% OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO. 2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

FINAL PLAT OF **ELLWOOD SECTION 1A**

BEING A SUBDIVISION OF 3.445 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK, 10 LOTS, AND 1 RESERVE (0.5070 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY 6900 E. CAMELBACK ROAD, SUITE 800 SCOTTSDALE, AZ 85251 (786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP 13430 NORTHWEST FREEWAY, SUITE 900 HOUSTON, TX 77040 (281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR



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

JOB NO. 221-022-01 PATH:R:\2022\221-022-01\DRAWING\PLAT\22102201-PLFP-1A BY:SVJ DATE:2024-09-17

E4460

Item 17.



Item is scheduled for placement on the

City Council Agenda Item Request Form

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

Date: 02/05/2025	
Department Making Request: 20 - Police	
Person Making Request: Chief Aaron I. Bell	
Item Type: Resolution	
Budgeted? N/A (no cost) Cost:	
If budgeted, identify account:	
Short Description:	<u> </u>
Consideration and possible action to approve a Resolution through the Office of the Governor, Public Safety Office, Cr bullet-resistant shields for the Police Department.	
Explanation/Justification Details:	
The proposed project aims to enhance officer safety by equivelife-saving bullet-resistant shields. This advanced protective safeguard officers operating in high-risk environments, such warrant executions, and other critical situations. The scope of the project includes the procurement of four S	equipment is designed to as active shooter incidents,
bullet-resistant shields.	alamanu Assault III VF
The grant will cover 100% of the project costs, with no cash the rifle-resistant body armor will be purchased after Octobe terms.	•
Requestor Signature: Allen King Digitally signed by Allen King Date: 2025.02.05 16:27:23 -06'00'	
This section to be completed by City Secretary, City Attorney, and City	Manager's Office only:
Legal Review is complete, legal documents are prepared:	
	City Attorney
Item is approved for placement on Council Agenda:	City Manager

Council Agenda.

215

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, AUTHORIZING THE APPLICATION FOR A BULLET-RESISTANT SHIELD GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE GRANT

WHEREAS, the City Council of the City of Iowa Colony, Texas finds it in the best interest of the citizens of Iowa Colony, Texas to seek grant funding for the purchase of bullet-resistant shields; and

WHEREAS, the City Council of the City of Iowa Colony, Texas further finds that it is in the best interest of the City to agree to abide by terms and conditions of the Criminal Justice Division grant program; and

WHEREAS, the City Council of the City of Iowa Colony, Texas agrees that in the event of any loss or misuse of the grant funds provided pursuant to the Criminal Justice Grant Program, the City of Iowa Colony assures that such funds will be returned to the Office of the Governor, Public Safety Office, Criminal Justice Division;

NOW THEREFORE, BE IT 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 authorizes the City of Iowa Colony to take actions necessary to apply for, accept, implement, and otherwise manage the Criminal Justice Grant Program and designate the City Manager or his designee as the grant's authorized official.

SECTION 2. That it is 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.

PASSED AND APPROVED ON THIS 10th DAY OF FEBRUARY 2025.

	Wil Kennedy, Mayor
ATTEST:	
Kayleen Rosser, City Secretary	

Item 18.



Item is scheduled for placement on the

City Council Agenda Item Request Form

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

Date: 02/05/2025
Department Making Request: 20 - Police
Person Making Request: Chief Aaron I. Bell
Item Type: Resolution
Budgeted? N/A (no cost) Cost:
If budgeted, identify account:
Short Description:
Consideration and possible action to approve a Resolution authorizing a grant application through the Office of the Governor, Public Safety Office, Criminal Justice Division, for rifle-resistant body armor for the Police Department.
Explanation/Justification Details:
The proposed project aims to enhance officer safety by equipping police personnel with life-saving rifle-resistant body armor, including carriers and ballistic panels. This advanced protective equipment is designed to safeguard officers operating in high-risk environments, such as active shooter incidents, warrant executions, and other critical situations. The scope of the project includes the procurement of four Safariland Shift 360 carriers, eight Hesco 3612C ballistic plates, and related accessories. The grant will cover 100% of the project costs, with no cash match required. If awarded, the rifle-resistant body armor will be purchased after October 1, 2025 as per the grant terms.
Requestor Signature: Allen King Digitally signed by Allen King Date: 2025.02.05 16:23:33 -06'00'
This section to be completed by City Secretary, City Attorney, and City Manager's Office only:
Legal Review is complete, legal documents are prepared:
City Attorney
Item is approved for placement on Council Agenda:
City Manager

Council Agenda.

217

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, AUTHORIZING THE APPLICATION FOR A RIFLE-RESISTANT BODY ARMOR GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE GRANT

WHEREAS, the City Council of the City of Iowa Colony, Texas finds it in the best interest of the citizens of Iowa Colony, Texas to seek grant funding for the purchase of rifle-resistant body armor plates and carriers; and

WHEREAS, the City Council of the City of Iowa Colony, Texas further finds that it is in the best interest of the City to agree to abide by terms and conditions of the Criminal Justice Division grant program; and

WHEREAS, the City Council of the City of Iowa Colony, Texas agrees that in the event of any loss or misuse of the grant funds provided pursuant to the Criminal Justice Grant Program, the City of Iowa Colony assures that such funds will be returned to the Office of the Governor, Public Safety Office, Criminal Justice Division;

NOW THEREFORE, BE IT 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 authorizes the City of Iowa Colony to take actions necessary to apply for, accept, implement, and otherwise manage the Criminal Justice Grant Program and designate the City Manager or his designee as the grant's authorized official.

SECTION 2. That it is 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.

PASSED AND APPROVED ON THIS 10th DAY OF FEBRUARY 2025.

	CITY OF IOWA COLONY	
	Wil Kennedy, Mayor	
ATTEST:		
Kayleen Rosser, City Secretary		

Item 19.



Item is scheduled for placement on the

City Council Agenda Item Request Form

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

placement of an item on the city counting that.
Date: 02/05/2025
Department Making Request: 20 - Police
Person Making Request: Chief Aaron I. Bell
tem Type: Resolution
Budgeted? N/A (no cost) Cost:
f budgeted, identify account:
Short Description:
Consideration and possible action to approve a Resolution authorizing a grant application through the Office of the Governor, Public Safety Office, Criminal Justice Division, for two-way radios for the Police Department.
Explanation/Justification Details:
The proposed project aims to enhance the communication capabilities of the Iowa Colony Police Department by providing peace officers with upgraded two-way radios, including both hand-held and mobile units. Currently, each officer is assigned a hand-held radio, and each fleet vehicle is equipped with a mounted mobile radio. However, these devices are approaching the end of their operational lifespan and have been officially designated as end-of-life by the manufacturer. This project will significantly improve officer safety and operational efficiency by ensuring reliable, continuous communication with Communications Operators. The scope of the project includes the acquisition of 14 Harris XL-45P hand-held radios with corresponding accessories, as well as 10 Harris XL-85M mobile radios with accessories. The grant will cover 100% of the project costs, with no cash match required. If awarded, the rifle-resistant body armor will be purchased after October 1, 2025 as per the grant terms.
Requestor Signature: Allen King Digitally signed by Allen King Date: 2025.02.05 14:21:04 -06'00'
This section to be completed by City Secretary, City Attorney, and City Manager's Office only:
Legal Review is complete, legal documents are prepared:
City Attorney
ltem is approved for placement on Council Agenda: City Manager

Council Agenda.

219

RESOLUTION NO.	

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, AUTHORIZING THE APPLICATION FOR A CRIMINAL JUSTICE GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE GRANT

WHEREAS, the City Council of the City of Iowa Colony, Texas finds it in the best interest of the citizens of Iowa Colony, Texas to seek grant funding to update two-way radios through the Radio Update Project; and

WHEREAS, the City Council of the City of Iowa Colony, Texas further finds that it is in the best interest of the City to agree to abide by terms and conditions of the Criminal Justice Division grant program; and

WHEREAS, the City Council of the City of Iowa Colony, Texas agrees that in the event of any loss or misuse of the grant funds provided pursuant to the Criminal Justice Grant Program, the City of Iowa Colony assures that such funds will be returned to the Office of the Governor, Public Safety Office, Criminal Justice Division;

NOW THEREFORE, BE IT 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 authorizes the City of Iowa Colony to take actions necessary to apply for, accept, implement, and otherwise manage the Criminal Justice Grant Program and designate the City Manager or his designee as the grant's authorized official.

SECTION 2. That it is 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.

CITY OF IOWA COLONY

PASSED AND APPROVED ON THIS 10th DAY OF FEBRUARY 2025.

	CITT OF IOWA COLONI	
	Wil Kennedy, Mayor	
ATTEST:		
Kayleen Rosser, City Secretary		

Item 20.



Item is scheduled for placement on the

City Council Agenda Item Request Form

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

·							
Date: 02/05/2025							
Department Making Request: 20 - Police							
Person Making Request: Chief Aaron I. Bell							
Item Type: Resolution							
Budgeted? N/A (no cost) Cost:							
If budgeted, identify account:							
Short Description:							
Consideration and possible action to approve a Resolution authorizing a grant application through the Office of the Governor, Public Safety Office, Criminal Justice Division, for mobile video recorders for the Police Department.							
Explanation/Justification Details:							
The proposed project aims to upgrade the motor vehicle recorder (MVR) systems in the fleet vehicles of the Iowa Colony Police Department. These MVR systems play a critical role in recording traffic violations, documenting calls for service, and capturing vital evidence for court proceedings. In addition to enhancing operational effectiveness, the project will promote public trust by ensuring accurate and secure documentation of real-time events. The department's current MVR system is outdated and has been officially designated as end-of-life by the manufacturer, necessitating this upgrade.							
The scope of the project includes the procurement of eight Motorola M500 MVR systems, along with all necessary accessories.							
The grant will cover 100% of the project costs, with no cash match required. If awarded, the rifle-resistant body armor will be purchased after October 1, 2025 as per the grant terms.							
Requestor Signature: Allen King Digitally signed by Allen King Date: 2025.02.05 15:09:33 -06'00'							
This section to be completed by City Secretary, City Attorney, and City Manager's Office only:							
Legal Review is complete, legal documents are prepared:							
City Attorney							
Item is approved for placement on Council Agenda:							

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City Manager

Council Agenda.

RESOLUTION NO.	

A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, AUTHORIZING THE APPLICATION FOR A CRIMINAL JUSTICE GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE GRANT

WHEREAS, the City Council of the City of Iowa Colony, Texas finds it in the best interest of the citizens of Iowa Colony, Texas to seek grant funding to update in-car mobile video systems through the In-Car MVR Update Project; and

WHEREAS, the City Council of the City of Iowa Colony, Texas further finds that it is in the best interest of the City to agree to abide by terms and conditions of the Criminal Justice Division grant program; and

WHEREAS, the City Council of the City of Iowa Colony, Texas agrees that in the event of any loss or misuse of the grant funds provided pursuant to the Criminal Justice Grant Program, the City of Iowa Colony assures that such funds will be returned to the Office of the Governor, Public Safety Office, Criminal Justice Division;

NOW THEREFORE, BE IT 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 authorizes the City of Iowa Colony to take actions necessary to apply for, accept, implement, and otherwise manage the Criminal Justice Grant Program and designate the City Manager or his designee as the grant's authorized official.

SECTION 2. That it is 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.

CITY OF IOWA COLONY

PASSED AND APPROVED ON THIS 10th DAY OF FEBRUARY 2025.

	CITT OF IOWA COLONT
	Wil Kennedy, Mayor
ATTEST:	
Kayleen Rosser, City Secretary	

ERE MARSHAL TO THE TENT OF THE

IOWA COLONY FIRE MARSHAL'S OFFIC

Item 21.

3144 Meridiana Parkway Iowa Colony, TX 77583

Albert Cantu, CFM

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

February 4, 2025

Mayor and Council,

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

Community Development

Inspections conducted by Safebuilt-

Total Paid to Safebuilt for January 2025, for a total of <u>1883</u> Inspections- \$42,36770

Total Paid to Safebuilt for January 2024, for a total of 1140 Inspections-\$25,650.00

Plan Reviews-80

Building- 5 Commercial Build Out- 1 Electrical- 12 New Additions- 1 New Residential- 57 Planning & Zoning- 1 Residential Remodels- 1 Swimming Pools- 2

Permits Issued

<u>2024- 111</u>

New Home Permits- 55 Other Permits- 40 Engineering Projects- 16

2025-243

New Home Permits- 48 Other Permits- 181 Engineering Projects- 14

Fees Collected

2024 \$258,500.75

New Home Permit Fees-\$141,905.00 Other Permit Fees-\$20,583.09 Engineer Project Fees-\$96,012.66

2025-\$469,365.24

New Home Permit Fees-\$227,976.24 Other Permit Fees-\$67,269.21 Engineer Project Fees-\$174,119.79

Animal Control

4- Calls for service

2- Returned to Owner 1- Running at Large 1- Livestock

Code Compliance

102- Calls for service

97- Sign Removals 3- Junk Vehicles 2- Tall Grass

Ambrosia attended 2 classes, Health Inspector and Illegal Dumping

Fire Marshal

No fires investigated.

Thanks,

Albert Cantu, CFM

Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy Iowa Colony, Texas 77583 Aaron I. Bell Chief of Police Phone: (281) 369-3444 Fax: (281) 406-3722

Monthly Report January 2025

Offense	December 2024	January 2025
Burglary	6	2
Theft	7	6
Robbery	0	0
Total Index Crimes Reported	13	8
Reports Taken		
Misdemeanor	30	17
Felony	16	17
Charges Filed/Arrests		
Misdemeanor	17	5
Felony	2	2
Outside Agency Warrant Arrest	0	0
Traffic Enforcement		
Number of Violations	804	813
Crash Investigations		
Minor Crashes	24	17
Major Crashes	3	3
Fatality Crashes	0	0
Calls for Service		
Alarms	34	29
Assist Other Agency	26	23
Disturbance	19	9
Other		163
Security Checks	484	479
Suspicious Activity/Persons	22	44

Significant Events

- January 6 Officers conducted a traffic stop in the area of SH 288/CR 60. During the traffic stop illegal narcotics were located within the vehicle. An arrest was made and a report was generated.
- January 18 Officers conducted a traffic stop in the 3200 block of Meridiana Pkwy. During the
 traffic stop it was found the license plate displayed on the vehicle was fictitious. An arrest was
 made and a report was generated.
- January 26 Officers conducted a traffic stop in the 3200 block of Davenport Pkwy. During the
 traffic stop drug paraphernalia was located within the vehicle. A citation was issued and the
 driver was released.

Item 22.



IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy Iowa Colony, Texas 77583

Aaron I. Bell Chief of Police

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

- January 27 Officers were dispatched to the 1200 block of Paradise Found Dr. in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- January 30 Officers were dispatched to the area of SH 288/CR 62 for a suspicious vehicle. Upon arrival the driver of the vehicle was found slumped over the wheel and possibly intoxicated. The driver was transported to the hospital for evaluation. A report was generated and forwarded to investigations.
- January 31 Officers conducted a traffic stop in the area of Crystal View Dr/Meridiana Pkwy. During the traffic stop drug paraphernalia was located within the vehicle. A citation was issued and the driver was released.

Item 22.



IOWA COLONY POLICE DEPARTMENT

4122 Meridiana Parkway Iowa Colony, Texas 77583 Aaron I. Bell Chief of Police Phone: (281) 369-3444 Fax: (281) 406-3722

February 03, 2025

To: Honorable Mayor Wil Kennedy

Members of Council

Robert Hemminger, City Manager

From: Chief of Police Aaron I. Bell

Ref: 2024 Racial Profiling Report

In accordance with the Code of Criminal Procedure Article 2.134, regarding the Compilation and Analysis of Information Collected, I am pleased to present to you the Racial Profiling report for the year 2024. Attached to this correspondence, you will find the compilation of data collected as well as the thorough analysis conducted by Del Carmen Consulting, LLC.

As stipulated in Article 2.133 of the Code of Criminal Procedure, law enforcement agencies that routinely conduct traffic stops are mandated to collect data pertaining to these stops. Motor vehicle stops, as defined, are self-initiated stops conducted by officers unrelated to calls for service. Historically, prior to the enactment of Senate Bill 1849, agencies had various levels of reporting based on their equipment and capabilities. These included "Tier 1 - Full Reporting" for agencies lacking audio/visual recording equipment in patrol units, "Tier 2 – Partial Exemption" for agencies equipped with such recording systems, and an "Exemption" report for agencies not conducting traffic stops.

Effective January 1st, 2018, with the passage of the Sandra Bland Act, there were significant changes to the compilation and reporting of racial profiling data. Under the new legislation, agencies are mandated to submit full reports of racial profiling data, regardless of their equipment status. Additionally, adjustments were made to the data collection process.

The attached report will be duly reported to the Texas Commission on Law Enforcement (TCOLE) and will be made available on the city website for public access, in compliance with legislative requirements.

Feel free to contact me, should you have any questions.

Aaron I. Bell Chief of Police

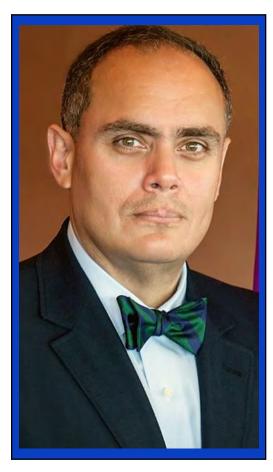
Iowa ColonyPolice Department



2024

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 25, 2025

Iowa Colony City Council 3144 Meridiana Parkway Iowa Colony, TX 77583

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the lowa Colony Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the lowa Colony Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Iowa Colony Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Iowa Colony Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the lowa Colony Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Iowa Colony Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Iowa Colony Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a lowa Colony Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Iowa Colony Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Iowa Colony Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Iowa Colony has been included in this report.

It is important to recognize that the Chief of the Iowa Colony Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Iowa Colony Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256 Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

- 1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.
- 1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

- 1. Definition of what constitutes racial profiling
- 2. Prohibition of racial profiling
- 3. Complaint process
- 4. Public education
- 5. Corrective action
- 6. Collection of traffic-stop statistics
- 7. Annual reports
- B. Not prima facie evidence
- C. Feasibility of use of video equipment
- D. Data does not identify officer
- E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

- 1. Physical description of detainees: gender, race or ethnicity
- 2. Alleged violation
- 3. Consent to search
- 4. Contraband
- 5. Facts supporting probable cause
- 6. Arrest
- 7. Warning or citation issued
- G. Compilation and analysis of data
- H.Exemption from reporting audio/video equipment
- I. Officer non-liability
- J. Funding
- K. Required training in racial profiling
- 1. Police chiefs
- 2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

- 1. Motor vehicle search exemption
- 2. Traffic violation acceptable as pretext for further investigation
- 3. Selective enforcement can be chlowa Colonyged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

- 1. Stop & Frisk doctrine
- 2. Stopping and briefly detaining a person
- 3. Frisk and pat down

C. Other cases

- 1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
- 2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
- 3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
- 4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
- 5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
- 6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

- 2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.
- 2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.
- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

- 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
- 2. The driver and passengers are questioned about things that do not relate to the traffic violation
- 3. The driver and passengers are ordered out of the vehicle
- 4. The officers visually check all observable parts of the vehicle
- 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
- 6. The driver is asked to consent to a vehicle search if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
- 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
- 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
- 3. Vehicle is rented
- 4. Driver is a young male, 20-35
- 5. No visible luggage, even though driver is traveling
- 6. Driver was over-reckless or over-cautious in driving and responding to signals
- 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

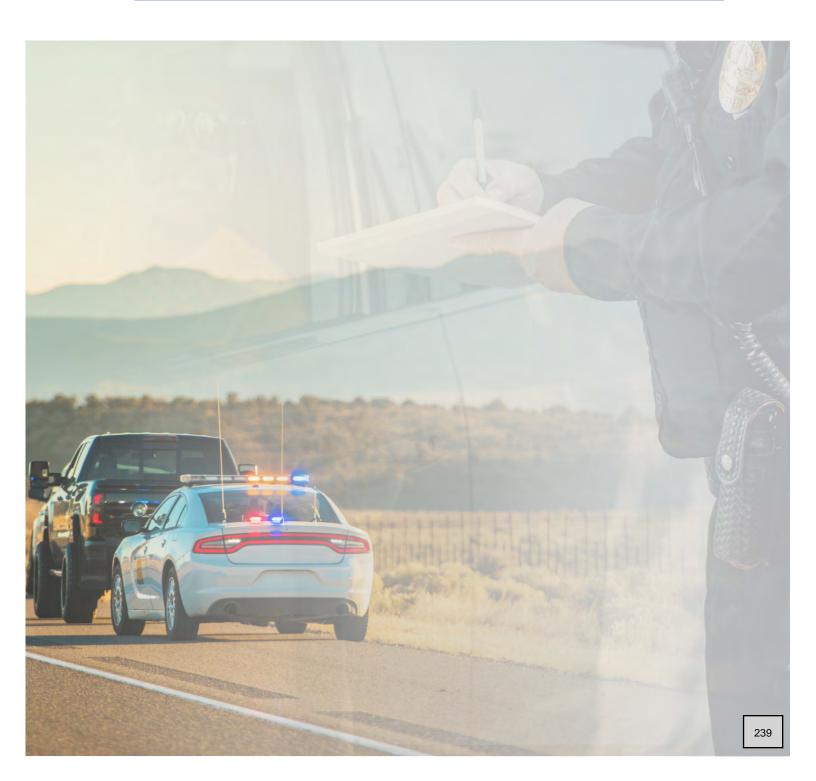
- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
- 1. Non-standard repainting (esp. on a new vehicle)
- 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
- 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
- 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
- 1. Not consistent with traffic flow
- 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
- 3. Driver begins using a car- or cell-phone when signaled to stop
- 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
- 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
- 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The	following table	contains of	data regarding	officers that h	ave been	the subject	of a com	ıplaint, d	during
the	time period of	1/1/24-12	/31/24 based	on allegations	outlining	possible v	iolations r	related ⁻	to the
Texa	s Racial Profilin	g Law. The	e final dispositi	on of the case	is also incl	luded.			

A check above indicates that the Iowa Colony Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case
1	Racial Profiling	Not Substantiated

Additional Comments:		

Tables Illustrating Motor_Vehicle-Related Contacts TIER 2 DATA

TOTAL STOPS: 5,445

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	3,306
US Highway	0
State Highway	2,039
County Road	81
Private Property	19

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	9
No	5,436

RACE OR ETHNICITY

Alaska Native/American Indian	18
Asian/Pacific Islander	301
Black	2,169
White	1,479
Hispanic/Latino	1,478

GENDER

Female Total: 2,105

Alaska Native/American Indian	9
Asian/Pacific Islander	85
Black	974
White	581
Hispanic/Latino	456

Male Total: 3,340

Alaska Native/American Indian	9
Asian/Pacific Islander	216
Black	1,195
White	898
Hispanic/Latino	1,022

REASON FOR STOP?

Violation of Law Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	11
White	7
Hispanic/Latino	16

Pre-existing Knowledge Total: 71

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	23
White	14
Hispanic/Latino	31

Moving Traffic Violation Total: 4,003

Alaska Native/American Indian	14
Asian/Pacific Islander	239
Black	1,385
White	1,225
Hispanic/Latino	1,140

Vehicle Traffic Violation Total: 1,355

Alaska Native/American Indian	4
Asian/Pacific Islander	57
Black	750
White	233
Hispanic/Latino	291

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	1	17
Asian/Pacific Islander	1	300
Black	46	2,123
White	14	1,465
Hispanic/Latino	23	1,455
TOTAL	85	5,360

REASON FOR SEARCH?

Consent Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	2
Hispanic/Latino	2

Contraband (in plain view) Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	1
Hispanic/Latino	2

Probable Cause Total: 41

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	25
White	8
Hispanic/Latino	8

Inventory Total: 22

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	8
White	2
Hispanic/Latino	10

Incident to Arrest Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	1
Hispanic/Latino	1

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	0	1
Black	27	19
White	6	8
Hispanic/Latino	9	14
TOTAL	42	43

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	5	22
White	0	6
Hispanic/Latino	3	6
TOTAL	8	34

DESCRIPTION OF CONTRABAND

Drugs Total: 38

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	25
White	5
Hispanic/Latino	8

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	0
Hispanic/Latino	1

Alcohol Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

RESULT OF THE STOP

Verbal Warning Total: 94

Alaska Native/American Indian	2
Asian/Pacific Islander	4
Black	49
White	31
Hispanic/Latino	8

Written Warning Total: 2,656

Alaska Native/American Indian	8
Asian/Pacific Islander	166
Black	1,183
White	756
Hispanic/Latino	543

Citation Total: 2,638

Alaska Native/American Indian	7
Asian/Pacific Islander	130
Black	903
White	688
Hispanic/Latino	910

Written Warning and Arrest Total: 33

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	20
White	2
Hispanic/Latino	10

Citation and Arrest Total: 24

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	14
White	2
Hispanic/Latino	7

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

ARREST BASED ON Violation of Penal Code Total: 30

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	15
White	2
Hispanic/Latino	11

Violation of Traffic Law Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	0
Hispanic/Latino	1

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	13
White	2
Hispanic/Latino	5

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	18
Asian/Pacific Islander	0	301
Black	1	2,168
White	0	1.479
Hispanic/Latino	0	1,478
TOTAL	1	5,444

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	18	8	2	8	0%	0%	2%	0%
Asian/ Pacific Islander	301	130	4	166	6%	5%	4%	6%
Black	2,169	917	49	1,183	40%	34%	52%	45%
White	1,479	690	31	756	27%	26%	33%	28%
Hispanic/ Latino	1,478	917	8	543	27%	34%	9%	20%
TOTAL	5,445	2,662	94	2,656	100%	100%	100%	100%

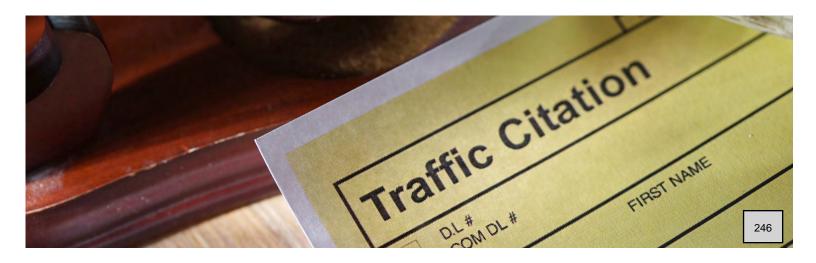


Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	6%	6%
Black	40%	26%
White	27%	50%
Hispanic/Latino	27%	17%
TOTAL	100%	99%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	1	0	1
Asian/Pacific Islander	1	0	1
Black	46	7	34
White	14	2	4
Hispanic/Latino	23	2	17
TOTAL	85	11	57

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop
1	7/20/24	1200 block of Diamond Drape Dr	Defective Head Lamps

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	1	0	1	1	1%	0%	2%	2%
Asian/ Pacific Islander	1	0	1	1	1%	0%	2%	2%
Black	46	27	19	34	54%	64%	44%	60%
White	14	6	8	4	16%	14%	19%	7%
Hispanic/ Latino	23	9	14	17	27%	21%	33%	30%
TOTAL	85	42	43	57	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	Data was valid and reliable

ADDITIONAL COMMENTS:		

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	1	100%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	1	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	1	0	0	0	3%	0%	0%	0%
Asian/ Pacific Islander	1	0	0	0	3%	0%	0%	0%
Black	15	6	0	13	50%	86%	0%	65%
White	2	0	0	2	7%	0%	0%	10%
Hispanic/ Latino	11	1	0	5	37%	14%	0%	25%
TOTAL	30	7	0	20	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	1	0	0%	1%	0%
Asian/ Pacific Islander	1	0	0%	1%	0%
Black	46	27	59%	54%	64%
White	14	6	43%	16%	14%
Hispanic/Latino	23	9	39%	27%	21%

Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or <u>other evidence</u> was discovered in the course of those searches.

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Iowa Colony Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Iowa Colony Police Department agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the lowa Colony Police Department in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the lowa Colony Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Houston-Baytown CSA.

Tier 2 (2024) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Blacks, followed by Whites. Of those who came in contact with police, most tickets or citations were issued to Blacks and Hispanics; this was followed by Whites. However, in terms of written warnings, most of these were issued to Blacks, followed by Whites.

While reviewing searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Blacks, Whites, and Hispanics, while most custody arrests were also of Blacks. Overall, most searches did not result in contraband; of those that produced contraband, most were of Blacks; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Blacks. Most arrests were made of Blacks. Most of the arrests that originated from a violation of the penal code involved Blacks. Overall, the police department reports one instance where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of "households" in Houston-Baytown CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in Houston-Baytown CSA that claimed in the last census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in Houston-Baytown CSA that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Whites and Hispanics. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Asians and American Indians.

Summary of Findings

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the lowa Colony Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the lowa Colony Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Iowa Colony Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Iowa Colony Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.

Checklist

The following requirements <u>were</u> met by the Iowa Colony Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the lowa Colony Police Department from engaging in racial profiling.
- Implement a process by which an individual may file a complaint regarding racial profiling violations.
- **✓** Provide public education related to the compliment and complaint process.
- Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- Collect, report and analyze motor vehicle data (Tier 2).
- Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person's gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.
- (2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:
 - (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the person detained consented to the search; and
- (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

- (1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:
 - (1) a physical description of each person detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the traffic law or ordinance alleged to have been violated or the suspected offense;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband was discovered in the course of the search and the type of contraband discovered;
- (5) whether probable cause to search existed and the facts supporting the existence of that probable cause;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
 - (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

- (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

- (c) A report required under Subsection (b) must include:
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) determine the prevalence of racial profiling by peace officers employed by the agency; and (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
- (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

- (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:
- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).
- Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.
- SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:
- Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

- (j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:
- (1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;
- (2) implementing laws and internal agency policies relating to preventing racial profiling; and
 - (3) analyzing and reporting collected information.
- SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:
- (e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:
- (d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).
- SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:
- Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) The record must be made on a form or by a data processing method acceptable to the department and must include:
- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
 - (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
 - (7) the plea, the judgment, and whether bail was forfeited;
 - (8) [(7)] the date of conviction; and
 - (9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

- (1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and
- (2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 20	01
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President of the Senate	Speaker of the House

Yeas 28, Nays 2; May appointment of Con	: S.B. No. 1074 passed y 21, 2001, Senate ref ference Committee; e adopted Conference	used to concur May 22, 2001, F	in House amendn louse granted red	nents and requested quest of the Senate;
-	Secretary of the Ser	ate		
non-record vote; M	S.B. No. 1074 passed lay 22, 2001, House a tee; May 24, 2001, H	granted request	t of the Senate	for appointment of
-	Chief Clerk of the Ho	ouse		
Approved:				
Date				
Governor				

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

- (1) Strike the following SECTIONS of the bill:
- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).
- (2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make <u>motor vehicle[traffie]</u> stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to <u>motor vehicle</u> [traffic] stops in which a citation is issued and to _arrests <u>made as a result of</u> [resulting from] those [traffic] stops, including information relating to:
- (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the <u>individual</u> [person] detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

- (A) the Commission on Law Enforcement Officer Standards and Education; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[:
- [(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).
- [(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of <u>any</u> [each] person <u>operating the motor vehicle who is</u> detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the <u>initial reason for the stop</u> [traffic law or ordinance alleged to have been violated or the suspected offense];
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband <u>or other evidence</u> was discovered in the course of the search and <u>a</u> <u>description</u> [the type] of the contraband <u>or evidence</u> [discovered];
- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or

- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];
- (6) whether the officer made an arrest as a result of the stop or the search, including <u>a statement</u> of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or <u>ordinance</u>, or an <u>outstanding warrant and</u> a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a <u>written</u> warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].
- SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the <u>incident-based data</u> [information] compiled during the previous calendar year to <u>the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].</u>
- (c) A report required under Subsection (b) must <u>be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:</u>
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and
- (B) examine the disposition of <u>motor vehicle</u> [traffic and pedestrian] stops made by officers employed by the agency, <u>categorized according to the race or ethnicity of the affected persons, as appropriate,</u> including <u>any</u> searches resulting from [the] stops <u>within the applicable jurisdiction</u>; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.135. <u>PARTIAL</u> EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and <u>the chief administrator of</u> a law enforcement agency, <u>regardless of whether the administrator is elected</u>, <u>employed</u>, <u>or appointed</u>, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and
- (B) each motor vehicle [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).
- SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:
- Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
- (b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

- data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.
- (c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.
- SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:
- Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:
- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.
- (b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.
- (c) In this article, a person is considered convicted if:
- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.
- (d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.
- (e) The custodian of a county or municipal treasury shall:
- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.
- (f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).
- (g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.
- (h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.
- (i) Funds collected under this article are subject to audit by the comptroller.
- SECTION ______. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and graffiti eradication fee</u> (Art. 102.0171, Code of Criminal Procedure) . . . <u>\$50</u> [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION ______. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$\frac{5}{5}\$]; [\frac{1}{3}]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION . Section 102.101, Government Code, is amended to read as follows:
- Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION . Section 102.121, Government Code, is amended to read as follows:
- Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
- Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
- SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
- (1) this chapter;

- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.
- SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.
- (b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

- (3) "Race or ethnicity" means the following categories:
- (A) Alaska native or American Indian;
- (B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

- (a) In this section, "race or ethnicity" means the following categories:
- (1) Alaska native or American Indian;
- (2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (3) black;
- (4) white; and
- (5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President (of the Senate		Speaker of the House
-	H.B. No. 3051 was pas 2 present, not voting.	•	y 4, 2017, by the following vote: Yeas
Chief Clerk o	f the House		
certify tha ote: Yeas 3		passed by the Senate	on May 19, 2017, by the following
Secretary of APPROVED:	the Senate		
	Date		
Go	overnor		

The Sandra Bland Act (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS: ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

- (2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:
- (A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

- (B) provide to the magistrate a written assessment of the information collected under Paragraph (A).
 - (2) The magistrate is not required to order the collection of information under Subdivision

- (1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision
- (1). A court that elects to use the results of that previous determination may proceed under Subsection (c).
- (3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.
- (b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:
- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
 - (3) recommended treatment.
- (c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:
- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
 - (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.
- (d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or
 - (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

- Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:
- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
 - (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and
- (4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.
- (b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

- (2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].
 - (b) The department shall require each entity awarded a grant under this section to:
- (1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]
- (2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and
- (3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.
- (b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).
- (c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent offense;
- (2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];
- (3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:
- (A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and
- (B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and
- (4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.
- (c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:
 - (1) mental illness or intellectual disability [mental retardation] is chronic in nature; or
- (2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
- (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
- (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
- (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
- (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
- (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
- (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
- (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
- (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

- (C) solutions to operational challenges for jails;
- (17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;
- (18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
- (A) determine if a prisoner is pregnant; and
- (B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;
- (19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]
- (20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;
 - (21) [(20)] require the sheriff of each county to:
- (A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
- (B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;
- (22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
- (A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
- (B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and
- (23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

- (b) The prisoner safety fund consists of:
- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.
- (c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).
- (d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.
 - (b) The commission shall prescribe a form for the report required by Subsection (a).
- (c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.
- (d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

- (b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection
- (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.
- SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.
- SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

- (b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.
- (c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

- (d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.
- SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.
- (n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

- (b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:
 - (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
- (A) civil rights, racial sensitivity, and cultural diversity;
- (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
- (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
- (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
- (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

- (n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).
- SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.
- SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.
- (b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.
- SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.
- (b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

- SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.
- SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
 - (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or
- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 - (7) the street address or approximate location of the stop; [and]
- (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
 - (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

- (1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and
 - (2) make accessible online:
- (A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Proced	dure, that is not exempt from	public disclo	sure under	Chap	oter 55	2, Gc	overnment Co	ode;	and
(B) a	a glossary of terms relating	g to the i	nformation	to	make	the	information	rea	adily
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		_					President	of	the
Senate	Speaker of the House								
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IOWA COLONY POLICE DEPARTMENT RACIAL PROFILING POLICY



Iowa Colony Police Department				
Subject: Bias-Based Profiling and Racial Profiling	Number: 4.00			
Category: Law Enforcement				
Effective Date: August 07, 2019	Revision Date: 11/05/19			
Issuing Authority: Aaron I. Bell, Chief of Police				

PURPOSE:

The purpose of this policy is to reaffirm the commitment of the lowa Colony Police Department to unbiased policing in all encounters between a police officer and any person; to reinforce procedures that ensure public confidence and mutual trust by providing services in a fair and equitable fashion; and to protect police officers from unwarranted accusations of misconduct when they act within the dictates of this policy and the law.

References:

POLICY:

It is the policy of the lowa Colony Police Department to police in a proactive manner and to investigate suspected violations of law. Within that mandate, lowa Colony Police Offices shall actively enforce local, state, and federal laws in a responsible and professional manner, without unlawful regard to race, gender, sexual orientation, ethnicity, or national origin. Moreover, the lowa Colony Police Department strictly prohibits its officers from engaging in bias-based profiling or racial profiling as those terms are defined in this policy.

Two of the fundamental rights guaranteed by the Unites States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. Accordingly, lowa Colony Police Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Finally, bias-based profiling and racial profiling, in particular, are unacceptable policing tactics and are strictly prohibited.

This policy shall not preclude police officers from offering assistance, such as when they observe a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit an officer from stopping a person suspected of a crime based upon observed actions and/or information received about the person.

This policy applies to all police officers commissioned under the authority of the Iowa Colony Police Department, the Chief of Police, and to all other employees of the Iowa Colony Police Department. Moreover, this policy applies to police officers' actions with respect to all persons, whether those persons are drivers, passengers or pedestrians.

DEFINITIONS:

BIAS:

The selection of an individual based solely on a common trait of a group, including, but not limited to, race, ethnicity, gender, sexual orientation, religion, economic status, age, and/or cultural background.

BIAS-BASED PROFILING:

A law enforcement-initiated action, detention or interdiction based solely on a trait common to a group of people, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.

LAW ENFORCEMENT AGENCY:

Means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

MOTOR VEHICLE STOP:

Means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

POLICE OFFICER:

Any person licensed by the Texas Commission on Law Enforcement and commissioned as a peace officer under the authority of the Iowa Colony Police Department and the Chief of Police who is defined as a peace officer under Article 2.1 of the Texas Code of Criminal Procedure.

RACE OR ETHNICITY

Means of a particular descent, including Alaskan Native or American Indian, Asian or Pacific Islander, Black, Caucasian/White, or Hispanic/Latino.

RACIAL PROFILING

A law enforcement-initiated action based solely on an individual's race, ethnicity, and/or national origin, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.

PROHIBITION:

A. The use of bias-based and/or racial profiling by police officers in any law enforcement encounters with persons viewed as suspects and/or potential suspects in criminal activities is strictly prohibited. The encounters to which this prohibition applies include, but are not limited to, motor vehicle stops, field contacts, and asset seizure and forfeiture operations.

B. The prohibition against bias-based profiling and racial profiling does not preclude the lowa Colony Police from using race, ethnicity, or national origin as factors in a detention decision. For instance, a suspect's race, ethnicity, or national origin may be legitimate factors in deciding whether to detain the suspect when those factors are used as of a physical description of a specific suspect for whom a police officer is searching.

Detaining a person and inquiring into that person's activities solely because of that person's race, ethnicity, or national origin, or solely because of bias, is prohibited bias-based profiling or racial profiling.

Examples of racial profiling include, but are not limited to, the following:

- Citing a driver who is speeding in a stream of traffic where most other drivers are speeding, solely because of the cited driver's race, ethnicity, or national origin.
- Detaining the driver of a vehicle solely based on the determination that a person
 of that race, ethnicity, or national origin is unlikely to own or possess that specific
 make or model of vehicle.
- Detaining a person solely based on the determination that a person of that race, ethnicity, or national origin does not belong in a specific geographic area or a specific place.

TRAINING:

A police officer shall complete the Texas Commission on Law Enforcement ("TCOLE") training and education program on racial profiling not later than (1) the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or (2) the date the officer applies for an intermediate proficiency certificate, whichever is earlier.

As needed, the Iowa Colony Police Department may schedule and require police officers to attend in-service training on bias-based profiling.

COMPLAINT INVESTIGATION:

The Iowa Colony Police Department shall accept complaints from any person who believes that an Iowa Colony Police Officer has engaged in bias-based profiling or racial profiling with respect to him or her. No person shall be discouraged, intimidated, or coerced from filing a complaint, nor discriminated against because he or she files such a complaint.

In addition, any lowa Colony Police Officer or lowa Colony police department employee who receives an allegation of bias-based profiling or racial profiling shall record the name, address and telephone number of the person who lodges the allegation, and shall (1) forward the complaint to the Chief of Police or his/her designee, or (2) direct the person how to do so. To direct the person on the filing of such a complaint, the officer or employee shall provide the person a copy of the complaint form and describe the process for filing a complaint.

All Iowa Colony Police Officers and its employees shall report any allegations of biasbased profiling or racial profiling to their respective superiors prior to the end of their shifts.

In processing and investigating any complaint alleging that an Iowa Colony Police Officer has engaged in bias-based profiling or racial profiling, the Iowa Colony Police Department shall follow General Order #10 titled Citizen Complaints.

At the commencement of the investigation into the complaint, the Chief of Police or his/her designee shall determine whether there is a video and/or audio recording of the event upon which the complaint is based. If a recording exists, the department shall promptly provide a copy of it to the police officer who is the subject of the complaint on his or her written request.

At the conclusion of the investigation, if not investigated by the Chief of Police, all findings and/or disciplinary action, retraining, or policy change, recommendations shall be forwarded to the Chief of Police for his/her approval.

If a bias-based profiling or racial profiling complaint is sustained against an Iowa Colony Police Officer and in violation of this policy, that officer shall be subject to corrective action, which may include reprimand; diversity, sensitivity or other appropriate training or counseling; paid or unpaid suspension; termination of employment, or other appropriate action as determined by the Chief of Police.

PUBLIC EDUCATION OF THE COMPLIMENT AND COMPLAINT PROCESS

The Iowa Colony Police Department will provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer.

The lowa Colony complement and complaint process will be advertised by using one or more of the following venues: the news media, service or organization presentations,

the internet (to include, but not limited to, social media and city websites), and or the Police Department website whose internet link is "http://cityofiowacolony.com".

COLLECTION, ANALYSIS, AND REPORTING OF INFORMATION

The Iowa Colony Police Department shall collect information relating to (1) motor vehicle stops in which a citation (or warning) is issued and (2) arrests made as a result of these stops. The information collected shall include:

- The race or ethnicity of the person detained as stated by the person or as determined by the standard of any reasonable police officer to the best of his/her ability and whether the officer knew or did not know the race or ethnicity of the per detained before the detention occurred;
 - a) The race or ethnicity of the individual includes:
 - (1) Alaskan Native or American Indian
 - (2) Asian or Pacific Islander
 - (3) Black
 - (4) Caucasian/White
 - (5) Hispanic/Latino
- 2. The number of Contacts, Total Searches (combination of Consensual and Probable Cause Searches), Consensual Searches, Probable Cause Searches, Custodial Arrests, Racial Profiling Complaints received, and complaint outcomes to include sustained, Not Sustained, Unfounded, Exonerated.
- 3. Whether a search was conducted and whether the individual consented to the search.
- 4. Whether the officer made an arrest
- 5. Whether the officer issued a ticket, citation, or warning
- 6. Whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code ("means physical pain, illness, or any impairment of physical condition), during the stop;
- 7. The location of the stop
- 8. The reason for the stop

Not later than March 1 of each year, the Chief of Police Shall submit a report of the information collected under Paragraph A to TCOLE and to the City Council of the City of lowa Colony.

The report shall not include identifying information about the peace officer who makes a motor vehicle stop or about the person who is stopped or arrested by the peace officer. However, this does not affect the duty of an Iowa Colony Police Officer to collect the information.

USE OF VIDEO AND AUDIO EQUIPMENT

The policy of the Iowa Colony Police Department is that all police vehicles regularly used by a police officer to make motor vehicle stops shall be equipped with a video camera and transmitter-activated equipment. If possible, officers may be equipped with body worn cameras. (See General Order 49 - Body Worn Digital Recording Systems)

Each motor vehicle stop made by a police officers shall be recorded by video and audio equipment and audio equipment.

If a complaint is filed alleging that a Police Officer has engaged in bias-based profiling or racial profiling with respect to a motor vehicle stop, the video and audio shall be retained until a final disposition of the complaint has been reached.

Supervisors shall ensure that police officers record all motor vehicles stops.

The Chief of Police or his/her designee shall periodically conduct reviews of a randomly selected sampling of video/audio recordings to determine if patterns of biased based profiling exist.

If the equipment used to record motor vehicle stops is malfunctioning or otherwise not operable, the officer making the stop shall report the malfunction to his/her supervisor immediately and manually collect the data and properly record and report the information as required by this policy and Article 2.133, Texas Code of Criminal Procedure, "Reports Required for Motor Vehicles Stops". Repairs deemed necessary should be made as soon as possible.

11/05/19 Rewrite of the entire General Order to reflect requirements of The Sandra Bland Act (SB 1849, 85th Legislative Session, 2017)



For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

<u>Disclaimer</u>: The author of this report, Alejandro del Carmen/del Carmen Consulting (a), is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting (a) is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



2/4/2025 10

City of Iowa Colony Municipal Court Council Report From 1/1/2025 to 1/31/2025

Vio	latio	ns by	/ Tvi	pe

Traffic	Penal	City Ordinance	Parking	Other	Total
396	0	0	0	4	400

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$19,469.11	\$25,191.67	\$13,544.30	\$860.47	\$1,054.12	\$60,119.67

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
77	0	54	26	114	271

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	1	1

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
1	0	1	2

Street SIGNAGE	Descritption		Complete	Dates
FCR 79 & FCR 380 Braggs & Cooper Ln	installed speed limit sign w/ pole installed stop sign w/ pole		Complete Complete	1/6/2025 1/6/2025
Peloton & Maclaren Meridiana & Discovery	installed "for emergency vehicle ony" sign w/ pole installed stop sign w/ pole		Complete Complete	1/6/2025 1/7/2025
Dubuque & CR 439 CR 48 & Sterling Lakes	installed stop& street names w/ pole installed stop sign w/ pole		Complete Complete	1/7/2025 1/7/2025
Pursley & CR 380 CR 48 & Sterling Lakes	installed speed limit sign w/ pole fix school speed zone sign		Complete Complete	1/7/2025 1/8/2025
CR 48 & CR 62 CR 48 & CR 62	replace speed limit sign pulled "no fireworks" sign w/ pole		Complete	1/8/2025 1/8/2025
Meridiana & Pursley Meridiana & CR 57 Iowa Colony & Davenport	reinstalled city limit sign w/ pole relocate city limit sign w/ pole repair blinking school speed zone sign		Complete Complete Complete	1/27/2025 1/28/2025 1/28/2025
Meridiana & Sterling Lakes Meridiana & Observation Wy	pickup fire station blinking light/ needs to be reinstalled installed new lighted stop		Complete Complete	1/28/2025 1/30/2025 1/31/2025
				3,33,233
DEBRIS REMOVAL	Descritption		Complete	Dates
Public Works Building	Trash debris picked up		Complete	1/15/2025
MOWING/TREE TRIMMING	Descritption		Complete	Dates
CR 57	cut leaning trees down		Complete	1/27/2025
STREET REPAIRS	Descritption		Complete	Dates
CR 48 & Bullard to CR 48 to CR 190 Pursley & Davenport	filled pot holes (10) filled pot holes (4)		Complete	1/2/2025 1/2/2025
Pursley & Cedar Rapids to Pursley & Bullard Cr 48 & CR 190 (Oak rd)	filled pot holes (12) filled pot holes (10)		Complete Complete	1/2/2025 1/2/2025
Oak & CR 48 Meridianna & Hwy 288	survey street for pot holes removed delineators from center lane		Complete Complete	1/27/2025 1/30/2025
Meridiana & Discovery to Meridiana & Pursley Meridiana & Hwy 288	survey lights on stop sign replaced delineators		Complete Complete	1/30/2025 1/31/2025
Ditch Drainage issue	Descritption		Complete	Dates
Diten Diamage 133ac	Description		dompiete	Dates
Davilsa	Describertion		C	Datas
Parks City Parks	Descritption collect trash bags (3)		Complete	Dates
City Parks City Parks	remove poles for volleyball court (1) remove broken soccer goal		Complete Complete	1/3/2025 1/14/2025 1/14/2025
City Parks City Parks	assemble soccer goals (2) shut water off for both bathrooms & lock doors		Complete Complete	1/14/2025 1/16/2025 1/17/2025
City Parks City Parks	turn water on collect trash bags (2)		Complete Complete	1/23/2025 1/23/2025
City Parks City Parks	installed poles for volleyball court checked poles that we cement for volleyball court		Complete Complete	1/27/2025 1/28/2025
City Parks City Parks	removed volleyball net & pulled poles out of ground installed poles for volleyball court		Complete Complete	1/30/2025 1/30/2025
City Parks	survey volleyball poles		Complete	1/30/2025
11	December		C 1 - + -	Datas
Miscellaneous Works	Descritption		Complete	Dates
Public Works Meridiana & Saber In	stand tree back up (in front of building) picked up white street divider		Complete Complete	1/2/2025 1/3/2025
Public Works Meridiana & Saber In Pursley & Cedar Rapids to Pursley & CR 380 Pursley & CR 380 to Pursley & Bullard	stand tree back up (in front of building) picked up white street divider pickup trash in ditch line pickup trash in ditch line		Complete Complete Complete Complete Complete	1/2/2025 1/3/2025 1/3/2025 1/3/2025
Public Works Meridiana & Saber In Pursley & Cedar Rapids to Pursley & CR 380 Pursley & CR 380 to Pursley & Bullard West Frontage Rd & Iowa Colony CR 48	stand tree back up (in front of building) picked up white street divider pickup trash in ditch line		Complete Complete Complete	1/1/2015 1/3/2015 1/3/2015 1/3/2015 1/3/2015 1/3/2015
Public Works Meridiana & Saber In Pursley & Cedar Rapids to Pursley & CR 380 Pursley & CR 380 to Pursley & Bullard West Frontage Rd & Iowa Colony	stand tree back up (in front of building) picked up white street divider pickup trash in ditch line pickup trash in ditch line pickup trash in ditch line		Complete Complete Complete Complete Complete Complete Complete Complete	1/2/2025 1/3/2025 1/3/2025 1/3/2025 1/3/2025 1/3/2025
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MEMORANDIUM

Date: February 10, 2025

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

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

cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

- TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates.
 - ILMS has been approved.

2. GRANTS UPDATE

- GLO MIT MOD ICB DRAINAGE IMPROVEMENTS
 - i. We received 5 bids for this project on 11/14/2024.
 - ii. Low bid was in the amount of \$1,657,737.85. 2nd low bid was \$1,695,000.
 - iii. Staff has reviewed the reference and recommending award to the low bidder Mar-Con Construction. This is an action item on the agenda.
- 3. Capital Improvement Projects
 - 2021 Waterline Extension ARPA
 - i. GM Vera's Construction was selected as the contractor with a bid in the amount of \$1,179,533.14.
 - ii. Construction is underway at Iowa Colony Blvd.
 - 2023 Ames Blvd Extension
 - i. Working with the County on ROW acquisition.
 - ii. Currently under design at 80%, pending ROW acquisition.
 - Water Plant No. 1 Filtration System for the removal of Iron and Manganese
 - i. Staff is working on options for financing this project.
 - ii. Recommended a Dual Media Sand/Anthracite filter system.
- 4. CONSTRUCTION PROJECT STATUS:
 - A. MERIDIANA SUBDIVISION RISE COMMUNITIES
 - Active construction projects
 - Detention Pond O & P Hardscape 90% Complete
 - BCMUD 55 WWTP Expansion Ph 4 50% complete
 - 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 Waiting of close-out docs Well No.2
 - C. SIERRA VISTA LAND TEJAS
 - Active construction projects

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - BCMUD 53 Wastewater Treatment Plant Expansion Awaiting punchlist items
 - Sierra Vista West Mass Grading and Detention Phase II Awaiting punchlist items.
 - Sierra Vista West Ph II B Excavation and Grading Awaiting punchlist items.
 - BCMUD 53 Water Plant Expansion Complete
 - SVW Civil Site Amenity Center Awaiting final walk.

E. STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention Awaiting punch list items.
 - Sterling Lakes North Lift Station No. 1 85% Complete. Waiting for Natural Gas Connection
 - Sterling Lakes North Lift Station No. 2 85% Complete. Waiting for Natural Gas Connection
 - Sterling Lakes North (Canterra Creek) Rec Center- Awaiting final walk
 - Karsten Blvd North Ph 2 Awaiting Punch List Items Completion

F. CALDWELL CROSSING

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 2 75% Complete.
 - BCMUD 87 Water Plant No. 1 85% Complete. Awaiting power.
 - BCMUD 87 Offsite 8" Force Main & Waterline 75% utilities.
 - BCMUD 87 Lift Station No. 2 75% complete, awaiting power.
 - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 70% complete
 - Caldwell Ranch Crossing Detention Ph IIB 80%
 - Caldwell Crossing Section 3 85% Utilities, 90% Paving
 - Caldwell Crossing Section 4 75% Utilities, 65% Paving

G. CALDWELL LAKES

- Active construction projects
 - BCMUD 87 Detention and Grading Ph 3 Final Walk Scheduled for 2-6-25
 - Caldwell Lakes Section 1 60% Utilities
 - Caldwell Lakes Section 2 60% Utilities
 - Caldwell Ranch Blvd Ph IIIB permit pulled.

H. CREEKHAVEN – MUD 92

- Active construction projects:
 - Mass Grading and Detention Ph 1 80% complete
 - BCMUD 92 Water Plant No. 1 Waiting on punch list items
 - Creekhaven Sec 1 Awaiting final walk.
 - Creekhaven Sec 2 Awaiting final walk.
 - Creekhaven Sec 3 Awaiting final walk.
 - Creekhaven Blvd and Karsten Blvd Ph 1- Awaiting final walk.

I. ELLWOOD

- Ellwood Ph 1 Detention, Excavation, Spoils and Outfall –85%
- Ellwood Sec 1A 45% utilities.
- Ellwood Karsten Blvd 10% utilities.
- BCMUD 57 Lift Station No. 3 Contractor Mobilized.
- Ellwood Water Supply and Storage Closet- Contractor Mobilized.

J. OTHER CONSTRUCTION PROJECTS

- Magnolia Bend Sec 2 awaiting closeout documents.
- Primespot C-Store (Pursley & Meridiana Pkwy)

 Awaiting final walk.
- Shops at Meridiana (Pursley & Meridiana Pkwy)

 Awaiting final walk.
- McDonald's 65% utilities.

Engineer's Report COIC City Council Meeting 2/10/2025 Page 3 of 3

- Prose Sierra Vista 75% utilities, 75% paving.
- Autozone- 45% utilities
- Centre at Sierra Vista 60% utilities.
- Sierra Vista Retail Pad Site D
- Sierra Vista Driveways and Utility Extensions- 50%

Account Type	Account Number	Description	Balance	Total
10 - General Fu	ınd			
Assets				
10-1	1000 C	ash / Due From Consolidated Cash	16,631,372.38	
10-1	1002 R	etainer Account	0.00	
10-1	1003 F	rst State Bank - Manvel	(3,340.97)	
10-1	1004 P	etty Cash	300.00	
10-1	1005 T	exas Advantage - CD	6,290.33	
10-1	1006 T	exStar CD	2,718,239.94	
10-1	1007 V	eritex - CD 5471	3,393.18	
10-1	1008 V	eritex - CD 7818	145,000.00	
10-1	1009 T	exas First Bank - TWDB	0.00	
10-1	1100 A	ccounts Receivable	0.00	
10-1	1110 D	ue from IRS	0.00	
10-1	1111 S	ales Tax Receivable	105,613.00	
10-1	1112 A	llowance for Fines Receivable	(298,310.04)	
10-1	1113 F	nes Receivable	314,011.00	
10-1	1114 P	roperty Taxes Receivable	30,646.00	
10-1	1115 P	roperty Tax Receivable - P & I	10,334.00	
10-1	1302 D	ue from Retainer Fund	0.00	
10-1	1303 D	ue from Project Fund Series 2022	(0.38)	
10-4	4915 Ir	nvestment Fair Value Adjustment	0.00	
Tota	al Assets		19,663,548.44	
				19,663,548.44

Account Type	Account Numbe	r Description	Balance	Total
10 - General Fu	nd			
Liabilities				
10-2	000	Due To Consolidated Cash / Accounts Payable	109,783.39	
10-2	001	Accounts Payble at Year End	(202.13)	
10-2	101	Due to Other Funds - CCPD	0.00	
10-2	200	Wages Payable	34,236.99	
10-2	201	Employee Dental Insurance	12,415.63	
10-2	202	Employee Vision Insurance	0.00	
10-2	203	Federal Tax Payable	5,015.00	
10-2	204	Social Security/Medicare Payable	0.00	
10-2	205	TMRS Payable	4,322.09	
10-2	206	Texas Workforce Commission Payable	(2,618.12)	
10-2	207	Health & Life Insurance Payable	(41,019.24)	
10-2	208	Child Support Payable	(1,012.08)	
10-2	209	457(b) Payable	0.00	
10-2	300	State Fees	30,231.23	
10-2	301	Collections	0.00	
10-2	302	Bond Liability Account	0.00	
10-2	303	Refunds Payable	0.00	
10-2	304	Credit Card Fee	4,564.29	
10-2	305	Deferred Revenues - Fines	15,701.00	
10-2	400	Road Damage Deposit	0.00	
10-2	405	Deferred Inflows-Prop taxes	40,980.00	
10-2	410	Bond 1 - Series 2020	0.00	
10-2	500	American Rescue Plan Fund	0.00	
10-2	501	Baseball Field Reserve	14,008.50	
10-2	502	Baymark Pipeline LLC	0.00	
10-2	503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
10-2	504	Cherry Crushed Concrete	0.00	
10-2	505	DR Horton/MUD 87	0.00	
10-2	506	Early Plat - Sierra V W Sec 5	0.01	
10-2	507	Early Plat SVW Crystal V Dr-Ph3	0.00	
10-2	508	Early Plat SVW Sub Sec 4	0.00	
10-2	509	Formosa/Lav Pipeline-TRC	0.00	
10-2	511	Meridiana Escrow	(770.00)	
10-2	512	Old Airline Market-Axis Dev	(0.50)	
10-2	513	Sierra Vista - Land Tejas	0.00	

Account Type	Account Number	Description	Balance	Total
10 - General Fu	ınd			
Liabilities				
10-2	2514 Sie	erra Vista West - Land Tejas	0.00	
10-2	2515 So	uth Texas NGL Pipeline, LLC	0.00	
10-2		uth Texas NGL Pipeline, LLC: South TX iL-Engr/Inspct/Legal	0.00	
10-2	2517 Ste	erling Lakes - Land Tejas	0.00	
10-2	2518 Ca	pital Contribution - CR 64	1,731,000.00	
10-2	2519 Ea	rlt Platting Escrow Sec 12	0.00	
10-2	2520 Ea	rly Plat Escrow - SVW Sec 6	0.00	
10-2	2522 Pro	pperty Delq Tax - TIF 100%	(0.30)	
10-2	2523 Pro	pperty Tax TIF - 100%	0.27	
10-2	2524 Me	ritage Homes of Texas, LLC	0.00	
10-2	2525 Co	rona Virus Relief Fund	0.00	
10-2	2526 Pu	blic Safety Building Reserve	0.00	
10-2	2527 Pu	blic Park Reserves	0.00	
10-2	2528 Ea	rly Plat - Sierra VW Sec 7	0.01	
10-2	2530 Ea	rly Plat - Sierra VW Sec 8	0.00	
10-2	2531 Ea	rly Plat - Sierra VW Sec 9	0.00	
10-2	2533 Pol	lice Training Fund	0.01	
10-2	2534 Un	earned Revenue (Merid Sec 58)	0.00	
10-2	2535 Un	earned Revenue (Merid Sec 57)	0.00	
10-2	2540 Ea	rly Plat - Sierra VW Sec 10	0.00	
10-2	2542 Ea	rly Plat - Sterling Lakes North Sec 2, 3	158,278.98	
10-2	2543 Ea	rly Plat - Sterling Lakes North Sec 1	158,279.00	
10-2		rly Plat - Sterling Lakes North Sec 4 & rce Main	54,977.99	
10-2	2548 Ea	rly Plat - Sterling Lakes North Sec 8	0.00	
10-2	2550 Ea	rly Plat - Creekhaven Sec 1	2,587,779.87	
10-2	2551 Ea	rly Plat - Creekhaven Sec 2	269,851.02	
10-2	2552 Ea	rly Plat - Creekhaven Sec 3	365,375.44	
10-2	2602 Du	e to Retainer Fund	0.00	
10-2	2603 Du	e to Crime Prevention	(3,993.01)	
10-2	2604 Du	e to CIP (Local)	0.00	
10-2	2605 Du	e to State & Federal Grants	0.00	
10-2	2606 Du	e to ARPA Fund	0.20	
10-2	2607 Du	e to ICDA	0.00	
10-2	2608 Du	e to Court Tech Fund	(79.00)	
10-7	7001 Tra	ansfer to Vehicle Replacement	(112,000.00)	

Account Type	pe Account Numb	er Description	Balance	Total
10 - Gener	al Fund			
Liabilities				
	Total Liabilities		5,435,106.54	
Fund Balan	00			
runu balan	10-3000	Fund Balance	7,116,259.54	
	10-3001	Fund Balance Committed	0.00	
	10-3002	Fund Balance Assigned	600,000.00	
Total Fund Balance			7,716,259.54	
		Total Revenue	8,568,006.55	
		Total Expenses	2,122,296.24	
		Current Year Increase (Decrease)	6,512,182.36	
		Fund Balance Total	7,716,259.54	
		Current Year Increase (Decrease)	6,512,182.36	
		Total Fund Balance/Equity	14,228,441.90	
	Total Liabilities & Fur	nd Balance	=	19,663,548.44

Account Type	Account Number	Description	Balance	Total
11 - Retainer F	und			
Assets				
11-1	1000 C	ash / Due From Consolidated Cash	(131,557.00)	
11-1	1002 R	etainer Account	518,393.26	
11-1	1015 A	mes Blvd Ret - TX Class	1,573,428.19	
11-1	1301 D	ue from General Fund	0.00	
Tota	al Assets		1,960,264.45	
			_	1,960,264.45

Account Type	Account Numbe	r Description	Balance	Total
11 - Retainer F	Fund			
Liabilities				
11-		Due To Consolidated Cash / Accounts Payable	0.00	
11-	2001	Accounts Payble at Year End	(4,287.50)	
11-	2010	Accounts Payable	3,325.00	
11-	2200	Wages Payable	0.00	
11-	2400	Road Damage Deposit	342,183.65	
11-	2502	Baymark Pipeline LLC	1.00	
11-		Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
11-	2504	Cherry Crushed Concrete	23,200.00	
11-	2505	DR Horton/MUD 87	7,646.13	
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	1,223.10	
11-	2514	Sierra Vista West - Land Tejas	22,456.83	
11-	2515	South Texas NGL Pipeline, LLC	1.00	
11-		South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
11-	2517	Sterling Lakes - Land Tejas	6,296.59	
11-	2521	Meritage/Rise- BCMUD 57	3,838.10	
11-	2529	Meridiana PUD Amendment	2,337.88	
11-	2536	Rally 288 West PUD	7,509.33	
11-	2537	Southern Star PUD	5,686.21	
11-	2538	PUD Hines Investments	7,745.00	
11-	2539	SVW Entertainment Dist PUD	7,079.56	
11-	2541	Extension of Ames Blvd Project	1,455,097.50	
11-	2545	Crystal Center Entertainment District	(162.50)	
11-	2546	Maple Farms Tract - Special District	7,690.00	
11-	2547	PUD - Caldwell, Active Adult Community	8,342.50	
11-	2549	PUD - Sunset Prairie: Majestic Developers	10,000.00	
11-	-2601	Due to General Fund	0.00	
Tot	al Liabilities		1,885,382.27	

Account Type	Account Number	Description	Balance	Total
11 - Retainer F	und			
Fund Balance				
11-3	3000	Fund Balance	0.00	
Tota	al Fund Balance		0.00	
		Total Revenue	19,222.02	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	74,882.18	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	74,882.18	
		Total Fund Balance/Equity	74,882.18	
Tota	al Liabilities & Fund	Balance	_	1,960,264.45

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Account Type	Account Number	Description	Balance	Total
12 - Project Fur	nd Series 2022			
Assets				
12-1	.000 Cas	h / Due From Consolidated Cash	(5,689,481.27)	
12-1	.010 Pro	ject Fund Series 2022	1,608,084.16	
12-1	.011 Pro	j Fund Series 2022 - Frost Investments	0.00	
12-1	.012 Pro	j Fund Series 22 - Tx Class	4,574,888.40	
12-1	.301 Due	e from General Fund	0.00	
12-4	·915 Inv	estment Fair Value Adjustment	0.00	
12-4	.937 Into	erest Income - Investments	(54,000.00)	
Tota	l Assets		439,491.29	
			_	439,491.29

Account Type	Account Number	er Description	Balance	Total
12 - Project F	und Series 2022			
Liabilities				
12	2-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
12	2-2001	Accounts Payble at Year End	17,236.63	
12	2-2200	Wages Payable	0.00	
12	2-2411	Project Fund Series 22 - Unearned Revenue	0.00	
12	2-2601	Due to General Fund	(0.38)	
To	otal Liabilities		490,975.98	
Fund Balance				
12	2-3000	Fund Balance	(103,918.89)	
То	otal Fund Balance		(103,918.89)	
		Total Revenue	55,889.81	
		Total Expenses	3,455.61	
		Current Year Increase (Decrease)	52,434.20	
		Fund Balance Total	(103,918.89)	
		Current Year Increase (Decrease)	52,434.20	
		Total Fund Balance/Equity	(51,484.69)	
То	otal Liabilities & Fun	nd Balance	_	439,491.29

Account Type	Account Number	Description	Balance	Total	
20 - Crime Control and Prevention District Fund					
Assets					
20	-1000	Cash / Due From Consolidated Cash	120,983.06		
20	-1013	TexStar - Crime Control	455,971.68		
20	-1301	Due from General Fund	(3,993.01)		
20	1002	Sales Tax Receivable Crime Prevention District	43,273.00		
То	tal Assets		616,234.73		
			_	616,234.73	

Account Typ	oe Account Numb	er Description	Balance	Total
	Control and Preven	tion		
District Fu Liabilities	na			
Liabiliaes	20-2000	Due To Consolidated Cash / Accounts Payable	1,874.77	
	20-2001	Accounts Payble at Year End	976.17	
	20-2200	Wages Payable	0.00	
	20-2201	Employee Dental Insurance	724.44	
	20-2203	Federal Tax Payable	0.00	
	20-2204	Social Security/Medicare Payable	0.00	
	20-2205	TMRS Payable	0.00	
	20-2206	Texas Workforce Commission Payable	0.00	
	20-2207	Health & Life Insurance Payable	13,148.15	
	Total Liabilities		16,723.53	
Fund Baland	ce			
	20-3000	Fund Balance	599,997.13	
	Total Fund Balance		599,997.13	
		Total Revenue	107,521.42	
		Total Expenses	108,007.91	
		Current Year Increase (Decrease)	(485.93)	
		Fund Balance Total	599,997.13	
		Current Year Increase (Decrease)	(485.93)	
		Total Fund Balance/Equity	599,511.20	
	Total Liabilities & Fur	nd Balance	=	616,234.73

Account Type	Account Number	Description	Balance	Total
21 - Law Enfor	cement			
Assets				
21-:	1000 Cas	h / Due From Consolidated Cash	1,585.50	
Tota	al Assets		1,585.50	
			_	1,585.50

Account Typ	e Account Numb	er Description	Balance	Total
21 - Law Er	nforcement			
Liabilities				
	21-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	21-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balanc	e			
	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 & Fur	nd Balance	=	1,585.50

Account Type	Account Numbe	r Description	Balance	Total
30 - Capital 3 Fund (Debt 9	Improvements Pla Service)	n		
Assets				
3	0-1000	Cash / Due From Consolidated Cash	(1,348,318.09)	
3	0-1114	Property Taxes Receivable	8,055.00	
3	0-1115	Property Tax Receivable - P & I	1,666.00	
Т	otal Assets		(1,338,597.09)	
				(1,338,597.09)

Account Type	Account Number	er Description	Balance	Total	
30 - Capital Improvements Plan Fund (Debt Service)					
Liabilities					
3	30-2000	Due To Consolidated Cash / Accounts Payable	0.00		
3	30-2405	Deferred Inflows-Prop taxes	9,721.00		
Т	Total Liabilities		9,721.00		
Fund Balance					
3	30-3000	Fund Balance	(1,026,003.09)		
Т	Total Fund Balance		(1,026,003.09)		
		Total Revenue	0.00		
		Total Expenses	322,315.00		
		Current Year Increase (Decrease)	(322,315.00)		
		Fund Balance Total	(1,026,003.09)		
		Current Year Increase (Decrease)	(322,315.00)		
		Total Fund Balance/Equity	(1,348,318.09)		
Т	Total Liabilities & Fun	nd Balance	-	(1,338,597.09)	

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Account Type	Account Numbe	r Description	Balance	Total
35 - Capital Fund (Local)	Improvements Plan)	n		
Assets				
3	35-1000	Cash / Due From Consolidated Cash	82,165.68	
3	35-1101	Grant / Funding Account	(0.25)	
3	35-1301	Due from General Fund	0.00	
Т	Total Assets		82,165.43	
			_	82,165.43

Account Type	e Account Numb	er Description	Balance	Total
35 - Capital Fund (Local Liabilities	l Improvements Pla l)	an		
	35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2526	Public Safety Building Reserve	0.00	
	35-2532	Road Works Fund	99,999.56	
	Total Liabilities		99,999.31	
Fund Balance	e			
	35-3000	Fund Balance	(8,638.88)	
	Total Fund Balance		(8,638.88)	
		Total Revenue	7,625.00	
		Total Expenses	16,820.00	
		Current Year Increase (Decrease)	(9,195.00)	
		Fund Balance Total	(8,638.88)	
		Current Year Increase (Decrease)	(9,195.00)	
		Total Fund Balance/Equity	(17,833.88)	
Total Liabilities & Fund Balance			_	82,165.43

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Account Type	Account Number	Description	Balance	Total
36 - Public Safe	ety Grants			
Assets				
36-1	.000 Cas	sh / Due From Consolidated Cash	22,521.72	
36-1	.301 Du	e from General Fund	0.00	
Tota	l Assets		22,521.72	
			-	22,521.72

Account Typ	oe Account Numl	per Description	Balance	Total		
36 - Public Safety Grants						
Liabilities						
	36-2000	Due To Consolidated Cash / Accounts Payable	0.00			
	36-2200	Wages Payable	0.00			
	Total Liabilities		0.00			
Fund Balanc	ce					
	36-3000	Fund Balance	22,521.72			
	Total Fund Balance		22,521.72			
		Total Revenue	0.00			
		Total Expenses	0.00			
		Current Year Increase (Decrease)	0.00			
		Fund Balance Total	22,521.72			
		Current Year Increase (Decrease)	0.00			
		Total Fund Balance/Equity	22,521.72			
	Total Liabilities & Fu	nd Balance		22,521.72		

Account Type	Account Number	Description	Balance	Total
37 - Parkland I	Fund			
Assets				
37-	1000 Cas	h / Due From Consolidated Cash	194,990.00	
Tota	al Assets		194,990.00	
			_	194,990.00

Account Type	e Account Numbe	er Description	Balance	Total
37 - Parklaı	nd Fund			
Liabilities				
	37-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	37-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balance	e			
	37-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	194,990.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	194,990.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	194,990.00	
		Total Fund Balance/Equity	194,990.00	
	Total Liabilities & Fun	d Balance		194,990.00

Account Type	Account Number	Description	Balance	Total
40 - Court Tec	hnology Fund			
Assets				
40-	·1000 C	Cash / Due From Consolidated Cash	23,730.20	
40-	·1301 D	Due from General Fund	(79.00)	
Tot	al Assets		23,651.20	
			<u>-</u>	23,651.20

Account Typ	oe Account Num	ber Description	Balance	Total
40 - Court Liabilities	Technology Fund			
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Baland	ce			
	40-3000	Fund Balance	20,357.05	
	Total Fund Balance		20,357.05	
		Total Revenue	3,293.70	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	3,294.15	
		Fund Balance Total	20,357.05	
		Current Year Increase (Decrease)	3,294.15	
		Total Fund Balance/Equity	23,651.20	
	Total Liabilities & Fu	and Balance		23,651.20

Account Type	Account Number	Description	Balance	Total
41 - Court Sec	urity Fund			
Assets				
41-	1000 Cas	sh / Due From Consolidated Cash	37,099.43	
Tota	al Assets		37,099.43	
			-	37,099.43

Account Typ	oe Account Num	nber Description	Balance	Total
41 - Court	Security Fund			
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balanc	ce			
	41-3000	Fund Balance	33,064.24	
	Total Fund Balance		33,064.24	
		Total Revenue	4,034.83	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	4,035.19	
		Fund Balance Total	33,064.24	
		Current Year Increase (Decrease)	4,035.19	
		Total Fund Balance/Equity	37,099.43	
	Total Liabilities & F	und Balance		37,099.43

Account Type	Account Number	er Description	Balance	Total
45 - America (ARPA) Fund	an Rescue Plan Act d			
Assets				
4	15-1000	Cash / Due From Consolidated Cash	900,751.00	
4	15-1101	Grant / Funding Account	0.00	
4	15-1301	Due from General Fund	0.20	
Т	Total Assets		900,751.20	
			_	900,751.20

Account Type	Account Numbe	er Description	Balance	Total
45 - America (ARPA) Fund Liabilities	n Rescue Plan Act I			
	5-2000	Due To Consolidated Cash / Accounts	0.00	
		Payable		
4	5-2200	Wages Payable	0.00	
4	5-2411	Coronavirus Unearned Revenue	900,751.00	
T	otal Liabilities		900,751.00	
Fund Balance				
4	5-3000	Fund Balance	0.19	
T	otal 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	
T	otal Liabilities & Fund	d Balance		900,751.20

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Account Type	Account Number	r Description	Balance	Total
50 - Vehicle R	eplacement Fund			
Assets				
50	-1000	Cash / Due From Consolidated Cash	(132,742.62)	
50	-1014	TexStar - Veh Rep Fund	348,004.92	
To	tal Assets		215,262.30	
			_	215,262.30

Account Typ	oe Account Num	ber Description	Balance	Total
50 - Vehicl	e Replacement Fu	nd		
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Baland	ce			
	50-3000	Fund Balance	214,671.86	
	Total Fund Balance		214,671.86	
		Total Revenue	4,103.88	
		Total Expenses	3,513.44	
		Current Year Increase (Decrease)	590.44	
		Fund Balance Total	214,671.86	
		Current Year Increase (Decrease)	590.44	
		Total Fund Balance/Equity	215,262.30	
	Total Liabilities & Fu	und Balance	_	215,262.30

Account Type	Account Number	Description	Balance	Total
99 - Consolidat	ted Cash			
Assets				
99-	1000 Ca	ash	10,796,088.73	
99-	1210 D	ue From General Fund	(57,512.61)	
99-	1220 D	ue From Crime Prevention District Fund	1,929.77	
99-	1230 D	ue From Debt Service Fund	0.00	
99-		ue From Capital Improvement Projects und	0.00	
99-	1240 D	ue From Court Technology fund	0.00	
99-	1241 D	ue From Court Security Fund	0.00	
99-		ue From American Rescue Plan Act (ARPA) und	0.00	
99-	1250 D	ue From Vehicle Replacement Fund	0.00	
99-2	2110 D	ue to General Fund	0.00	
Tota	al Assets	_	10,740,505.89	
			_	10,740,505.89

Account Type	Account Number	er Description	Balance	Total
99 - Consolida	ted Cash			
Liabilities				
99-	-2000	Accounts Payable	(55,582.84)	
99-	-2110	Due To General Fund	12,516,012.00	
99-	-2120	Due To Crime Prevention District Fund	0.00	
99-	-2130	Due To Debt Service Fund	64,456.00	
99-	-2135	Due To Capital Improvement Projects Fund	0.00	
99-	-2140	Due To Court Technology fund	0.00	
99-	-2141	Due To Court Security Fund	0.00	
99-	-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
99-	-2150	Due To Vehicle Replacement Fund	0.00	
99-	-2200	Wages Payable	0.00	
99-	-2999	Due To Other Funds	(2,781,623.27)	
Tot	al Liabilities		10,740,505.89	
		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	
Tot	al Liabilities & Fund	d Balance		10,740,505.89

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	61,105.76	60,392.50	713.26	254,014.30	725,000.00	35.04%	470,985.70
Property Tax	1,182,453.86	351,291.50	831,162.36	5,779,479.49	4,216,800.00	137.06%	(1,562,679.49
Miscellaneous	(24,032.57)	70,595.29	(94,627.86)	20,425.66	847,300.00	2.41%	826,874.34
License & Permits	346,519.14	247,385.28	99,133.86	2,249,805.02	2,969,800.00	75.76%	719,994.98
Business & Franchise	20,879.84	44,984.00	(24,104.16)	117,078.11	540,000.00	21.68%	422,921.89
Fines & Forfeitures	39,000.59	28,214.01	10,786.58	147,203.97	338,700.00	43.46%	191,496.03
Revenue Totals	1,625,926.62	802,862.58	823,064.04	8,568,006.55	9,637,600.00	88.90%	1,069,593.45
Expense Summary							
Personnel Services	415,743.50	365,787.61	49,955.89	1,159,677.79	4,391,190.00	26.41%	3,231,512.21
Professional/Contract Services	24,874.69	168,327.29	(143,452.60)	679,266.00	2,020,600.00	33.62%	1,341,334.00
Materials & Supplies	26,907.88	50,228.53	(23,320.65)	208,424.26	602,900.00	34.57%	394,475.74
Services	26,269.68	56,254.29	(29,984.61)	67,493.70	675,200.00	10.00%	607,706.30
Capital Outlay	2,106.89	12,500.00	(10,393.11)	7,434.49	150,000.00	4.96%	142,565.51
Expense Totals	495,902.64	653,097.72	(157,195.08)	2,122,296.24	7,839,890.00	27.07%	5,717,593.76

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	456.24	416.50	39.74	2,124.42	5,000.00	42.49%	2,875.58
10-4110 City Sales Tax	60,649.52	59,976.00	673.52	251,889.88	720,000.00	34.98%	468,110.12
Sales Tax Totals	61,105.76	60,392.50	713.26	254,014.30	725,000.00	35.04%	470,985.70
Property Tax							
10-4120 Property Tax	1,175,507.88	209,816.04	965,691.84	5,784,752.32	2,518,800.00	229.66%	(3,265,952.32
10-4121 Delinquent Property Tax	6,945.98	0.00	6,945.98	(5,272.83)	0.00	0.00%	5,272.83
10-4135 Property Tax MUD 31 - 70%	0.00	61,325.46	(61,325.46)	0.00	736,200.00	0.00%	736,200.00
10-4139 Admin Fee Revenue	0.00	80,150.00	(80,150.00)	0.00	961,800.00	0.00%	961,800.00
Property Tax Totals	1,182,453.86	351,291.50	831,162.36	5,779,479.49	4,216,800.00	137.06%	(1,562,679.49
Miscellaneous							
10-4124 Accident Reports	30.00	24.99	5.01	191.00	300.00	63.67%	109.00
10-4134 Intermodel Ship Container	0.00	499.80	(499.80)	2,322.51	6,000.00	38.71%	3,677.49
10-4140 Intergovernmental receipts from	0.00	4,000.00	(4,000.00)	8,000.00	48,000.00	16.67%	40,000.00
10-4141 Public Safety Debt Contribution	0.00	25,000.00	(25,000.00)	0.00	300,000.00	0.00%	300,000.00
10-4142 Land Acquistion Reimbursement	0.00	9,000.00	(9,000.00)	0.00	108,000.00	0.00%	108,000.00
10-4910 Interest Income	0.00	12,495.00	(12,495.00)	33,974.72	150,000.00	22.65%	116,025.28
10-4911 Other Revenue	2,000.00	14,577.50	(12,577.50)	2,000.00	175,000.00	1.14%	173,000.00
10-4912 Donations/Sponsorships	(26,062.57)	4,998.00	(31,060.57)	(26,062.57)	60,000.00	(43.44%)	86,062.57
Miscellaneous Totals	(24,032.57)	70,595.29	(94,627.86)	20,425.66	847,300.00	2.41%	826,874.34
License & Permits							
10-4201 Building Construction Permits	137,394.24	124,950.00	12,444.24	876,288.35	1,500,000.00	58.42%	623,711.65
10-4202 Trade Fees	15,673.00	5,831.00	9,842.00	58,718.55	70,000.00	83.88%	11,281.45
10-4203 Reinspection Fees	14,525.00	5,414.50	9,110.50	43,325.00	65,000.00	66.65%	21,675.00

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4204 Signs	200.00	41.65	158.35	1,250.00	500.00	250.00%	(750.00)
10-4205 Property Improvement Permits	369.21	333.20	36.01	1,142.34	4,000.00	28.56%	2,857.66
10-4206 Dirt Work Permits	0.00	83.33	(83.33)	500.00	1,000.00	50.00%	500.00
10-4207 Driveway Permits	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-4208 Encroachment Permit	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-4210 Culvert Permit	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-4211 Commercial Vehicle Permit	50.00	166.60	(116.60)	100.00	2,000.00	5.00%	1,900.00
10-4212 Park Use Permit	900.00	249.90	650.10	900.00	3,000.00	30.00%	2,100.00
10-4213 Mobile Food Unit Permit	0.00	249.90	(249.90)	1,825.00	3,000.00	60.83%	1,175.00
10-4214 Solicitation Fees	0.00	0.00	0.00	50.00	0.00	0.00%	(50.00)
10-4301 Preliminary Plat Fees	1,250.00	6,247.50	(4,997.50)	9,630.00	75,000.00	12.84%	65,370.00
10-4302 Final Plat Fees	2,940.00	4,998.00	(2,058.00)	25,960.00	60,000.00	43.27%	34,040.00
10-4303 Abbreviated Plat Fees	0.00	2,083.33	(2,083.33)	1,000.00	25,000.00	4.00%	24,000.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	159,274.63	80,000.00	199.09%	(79,274.63)
10-4401 Infrastructure Plan Review Fee	33,762.90	22,907.50	10,855.40	121,482.05	275,000.00	44.18%	153,517.95
10-4403 Civil Site Plan Review Fee	57,559.79	66,640.00	(9,080.21)	266,542.10	800,000.00	33.32%	533,457.90
10-4501 Rezoning Fees	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-4502 ROW Plan Review Fee	500.00	41.67	458.33	1,250.00	500.00	250.00%	(750.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	2,000.00	1,000.00	200.00%	(1,000.00)
10-4504 Water Meter Fees	81,395.00	0.00	81,395.00	666,519.00	0.00	0.00%	(666,519.00)
10-4809 Penalties and Other Fees	0.00	0.00	0.00	12,048.00	0.00	0.00%	(12,048.00)
License & Permits Totals	346,519.14	247,385.28	99,133.86	2,249,805.02	2,969,800.00	75.76%	719,994.98
Business & Franchise							
10-4601 Franchise Tax - Electric	20,879.84	33,320.00	(12,440.16)	104,399.20	400,000.00	26.10%	295,600.80

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
10-4602 Franchise Tax - Gas	0.00	4,998.00	(4,998.00)	12,635.02	60,000.00	21.06%	47,364.98
10-4603 Telecommunication Fee - Sales	0.00	1,666.00	(1,666.00)	43.89	20,000.00	0.22%	19,956.11
10-4604 Franchise Fees - Water/Wastewtr	0.00	5,000.00	(5,000.00)	0.00	60,000.00	0.00%	60,000.00
Business & Franchise Totals	20,879.84	44,984.00	(24,104.16)	117,078.11	540,000.00	21.68%	422,921.89
Fines & Forfeitures							
10-4701 Citations/Warrants	13,510.30	6,664.00	6,846.30	42,772.45	80,000.00	53.47%	37,227.55
10-4703 Municipal Jury Funds	21.50	16.67	4.83	82.32	200.00	41.16%	117.68
10-4704 Local Truancy Prevention	18.23	666.67	(648.44)	67.35	8,000.00	0.84%	7,932.65
10-4705 Time Payment Reimbursement	45.00	41.67	3.33	235.10	500.00	47.02%	264.90
10-4709 Court Costs	25,405.56	20,825.00	4,580.56	104,046.75	250,000.00	41.62%	145,953.25
Fines & Forfeitures Totals	39,000.59	28,214.01	10,786.58	147,203.97	338,700.00	43.46%	191,496.03
Revenue Totals	1,625,926.62	802,862.58	823,064.04	8,568,006.55	9,637,600.00	88.90%	1,069,593.45

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	5,277.21	0.00	0.00%	(5,277.21)
Materials & Supplies	10,674.43	12,370.12	(1,695.69)	70,924.32	148,500.00	47.76%	77,575.68
Personnel Services	88,013.95	86,149.73	1,864.22	257,070.96	1,034,190.00	24.86%	777,119.04
Professional/Contract Services	17,995.50	37,660.22	(19,664.72)	94,230.33	452,100.00	20.84%	357,869.67
Services	18,498.49	12,020.36	6,478.13	52,418.45	144,300.00	36.33%	91,881.55
Administration Totals	135,182.37	148,200.43	(13,018.06)	479,921.27	1,779,090.00	26.98%	1,299,168.73
10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	192.18	2,682.28	(2,490.10)	16,092.69	32,200.00	49.98%	16,107.31
Personnel Services	35,596.93	26,448.54	9,148.39	94,518.02	317,510.00	29.77%	222,991.98
Professional/Contract Services	238.49	1,457.75	(1,219.26)	4,478.08	17,500.00	25.59%	13,021.92
Finance Totals	36,027.60	30,588.57	5,439.03	115,088.79	367,210.00	31.34%	252,121.21
10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,986.65	11,130.33	(4,143.68)	56,042.70	133,600.00	41.95%	77,557.30
Personnel Services	211,698.94	166,260.93	45,438.01	560,718.88	1,995,930.00	28.09%	1,435,211.12
Professional/Contract Services	282.94	958.33	(675.39)	11,101.52	11,500.00	96.53%	398.48
Services	6,359.09	11,328.80	(4,969.71)	10,640.29	136,000.00	7.82%	125,359.71
Police Totals	225,327.62	189,678.39	35,649.23	638,503.39	2,277,030.00	28.04%	1,638,526.61
10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining

City of Iowa Colony Financial Statement

As of January 31, 2025							
Materials & Supplies	144.23	908.01	(763.78)	1,114.62	10,900.00	10.23%	9,785.38
Personnel Services	6,635.69	11,389.59	(4,753.90)	31,194.98	136,730.00	22.82%	105,535.02
Professional/Contract Services	0.00	649.75	(649.75)	1,592.85	7,800.00	20.42%	6,207.15
Services	498.49	1,965.88	(1,467.39)	1,110.68	23,600.00	4.71%	22,489.32
Animal Control Totals	7,278.41	14,913.23	(7,634.82)	35,013.13	179,030.00	19.56%	144,016.87
10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	458.22	(458.22)	739.40	5,500.00	13.44%	4,760.60
Professional/Contract Services	0.00	833.24	(833.24)	19,890.04	10,000.00	198.90%	(9,890.04)
Emergency Management Totals	0.00	1,291.46	(1,291.46)	20,629.44	15,500.00	133.09%	(5,129.44)
10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	382.60	1,407.77	(1,025.17)	998.03	16,900.00	5.91%	15,901.97
Personnel Services	18,028.20	16,627.47	1,400.73	53,618.51	199,610.00	26.86%	145,991.49
Professional/Contract Services	1,097.52	8,596.56	(7,499.04)	19,314.85	103,200.00	18.72%	83,885.15
Municipal Court Totals	19,508.32	26,631.80	(7,123.48)	73,931.39	319,710.00	23.12%	245,778.61
10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	4,883.40	10,872.56	(5,989.16)	19,612.72	130,500.00	15.03%	110,887.28
Personnel Services	30,423.59	24,629.29	5,794.30	87,465.71	295,670.00	29.58%	208,204.29
Professional/Contract Services	1,235.00	22,491.07	(21,256.07)	2,690.00	270,000.00	1.00%	267,310.00
Services	502.24	26,932.49	(26,430.25)	2,392.70	323,200.00	0.74%	320,807.30
Public Works Totals	37,044.23	84,925.41	(47,881.18)	112,161.13	1,019,370.00	11.00%	907,208.87

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
W	2 020 04	7 704 25	(4.762.24)	45 240 07	02 500 00	16 210/	70.254.02
Materials & Supplies	3,028.94	7,791.25	(4,762.31)	15,248.97	93,500.00	16.31%	78,251.03
Professional/Contract Services	884.50	10,412.67	(9,528.17)	40,372.53	125,000.00	32.30%	84,627.47
Parks & Recreation Totals	3,913.44	18,203.92	(14,290.48)	55,621.50	218,500.00	25.46%	162,878.50
10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	95.26	1,391.63	(1,296.37)	25,482.28	16,700.00	152.59%	(8,782.28)
Personnel Services	8,079.61	22,146.10	(14,066.49)	25,181.04	265,860.00	9.47%	240,678.96
Professional/Contract Services	3,140.74	59,611.20	(56,470.46)	389,066.49	715,500.00	54.38%	326,433.51
Services	0.00	3,023.79	(3,023.79)	0.00	36,300.00	0.00%	36,300.00
Community Development Totals	11,315.61	86,172.72	(74,857.11)	439,729.81	1,034,360.00	42.51%	594,630.19
	Current	Current	Budget	YTD	Annual	% Budget	Budget
10 - General Fund Fire Marshal/Building Official	Month Actual	Month Budget	Variance	Actual	Budget	Used	Remaining
Materials & Supplies	520.19	1,216.36	(696.17)	2,168.53	14,600.00	14.85%	12,431.47
Personnel Services	17,266.59	12,135.96	5,130.63	49,909.69	145,690.00	34.26%	95,780.31
Professional/Contract Services	0.00	25,656.50	(25,656.50)	96,529.31	308,000.00	31.34%	211,470.69
Services	411.37	982.97	(571.60)	931.58	11,800.00	7.89%	10,868.42
Fire Marshal/Building Official Totals	18,198.15	39,991.79	(21,793.64)	149,539.11	480,090.00	31.15%	330,550.89
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	2,106.89	12,500.00	(10,393.11)	2,157.28	150,000.00	1.44%	147,842.72

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Capital and Planning Projects Totals	2,106.89	12,500.00	(10,393.11)	2,157.28	150,000.00	1.44%	147,842.72
Expense Total	495,902.64	653,097,72	(157,195.08)	2,122,296,24	7,839,890.00	27.07%	5.717.593.76

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	67,430.40	61,476.23	5,954.17	195,034.40	738,010.00	26.43%	542,975.60
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	5,221.70	4,703.11	518.59	12,328.44	56,460.00	21.84%	44,131.56
10-10-5107 TMRS	7,689.35	6,763.12	926.23	22,343.20	81,190.00	27.52%	58,846.80
10-10-5108 Health & Life Insurance	4,696.68	6,997.20	(2,300.52)	18,348.45	84,000.00	21.84%	65,651.55
10-10-5109 Worker's Comp	203.04	478.14	(275.10)	406.08	5,740.00	7.07%	5,333.92
10-10-5110 Texas Workforce Commission	0.00	68.30	(68.30)	0.00	820.00	0.00%	820.00
10-10-5111 Vehicle Allowance	830.76	600.00	230.76	2,492.28	7,200.00	34.62%	4,707.72
10-10-5112 457(b) Reimbursement	1,642.02	1,221.17	420.85	4,933.11	14,660.00	33.65%	9,726.89
10-10-5114 Benefits Admin Fees	300.00	42.48	257.52	525.00	510.00	102.94%	(15.00)
10-10-5115 Longevity Pay	0.00	49.98	(49.98)	660.00	600.00	110.00%	(60.00)
10-10-5201 Legal Services	3,631.90	3,332.00	299.90	3,753.40	40,000.00	9.38%	36,246.60
10-10-5202 Audit Services	971.00	5,831.00	(4,860.00)	971.00	70,000.00	1.39%	69,029.00
10-10-5206 Professional Services	8,733.50	10,829.00	(2,095.50)	40,966.78	130,000.00	31.51%	89,033.22
10-10-5210 Election Expenses	0.00	666.67	(666.67)	0.00	8,000.00	0.00%	8,000.00
10-10-5211 Bank Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5212 Credit Card Processing Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	92.91	583.10	(490.19)	760.06	7,000.00	10.86%	6,239.94
10-10-5215 BCAD Fee	0.00	3,873.45	(3,873.45)	13,496.41	46,500.00	29.02%	33,003.59
10-10-5217 Professional Cleaning Services	0.00	2,332.40	(2,332.40)	7,350.00	28,000.00	26.25%	20,650.00
10-10-5221 Website Adminstration	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-10-5223 Training & Travel	0.00	4,998.00	(4,998.00)	9,944.53	60,000.00	16.57%	50,055.47
10-10-5224 Dues & Subscriptions	180.00	1,832.60	(1,652.60)	7,984.55	22,000.00	36.29%	14,015.45
10-10-5225 Seminars & Meetings	4,382.44	2,332.40	2,050.04	8,386.17	28,000.00	29.95%	19,613.83
10-10-5227 Legislative Affairs	0.00	499.80	(499.80)	0.00	6,000.00	0.00%	6,000.00

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	3.75	41.67	(37.92)	617.43	500.00	123.49%	(117.43)
10-10-5301 Office Supplies	875.97	1,666.00	(790.03)	2,119.45	20,000.00	10.60%	17,880.55
10-10-5302 Janitorial Supplies	0.00	249.90	(249.90)	1,403.70	3,000.00	46.79%	1,596.30
10-10-5309 Uniforms	0.00	416.50	(416.50)	18.00	5,000.00	0.36%	4,982.00
10-10-5310 Postage	150.00	208.25	(58.25)	555.52	2,500.00	22.22%	1,944.48
10-10-5311 Building Repairs &	5,278.58	1,499.40	3,779.18	10,312.86	18,000.00	57.29%	7,687.14
10-10-5312 Recognition,	2,143.34	416.50	1,726.84	3,332.91	5,000.00	66.66%	1,667.09
10-10-5314 Computer & Technology	0.00	1,666.00	(1,666.00)	675.24	20,000.00	3.38%	19,324.76
10-10-5315 Computer Software/License	1,139.48	5,414.50	(4,275.02)	48,267.78	65,000.00	74.26%	16,732.22
10-10-5317 Equipment & Other Rentals	1,087.06	499.80	587.26	1,975.05	6,000.00	32.92%	4,024.95
10-10-5329 Mayor's Special Expense	0.00	166.60	(166.60)	1,477.00	2,000.00	73.85%	523.00
10-10-5330 Miscellaneous	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5331 Signs & Postings	0.00	0.00	0.00	786.81	0.00	0.00%	(786.81)
10-10-5401 Utilities - Electricity	0.00	3,748.50	(3,748.50)	9,741.44	45,000.00	21.65%	35,258.56
10-10-5403 Utilities - Telephone	3,596.17	1,832.60	1,763.57	7,184.36	22,000.00	32.66%	14,815.64
10-10-5404 Mobile Technology Expense	749.02	149.94	599.08	1,000.18	1,800.00	55.57%	799.82
10-10-5405 Insurance - Liability & Prop	13,173.75	1,666.00	11,507.75	32,604.00	20,000.00	163.02%	(12,604.00)
10-10-5406 Insurance - Windstorm	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-10-5407 Insurance - Vehicles	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
10-10-5409 Utilities - Water/Sewer	919.47	333.33	586.14	1,712.31	4,000.00	42.81%	2,287.69
10-10-5412 Utilities - Gas	60.08	100.00	(39.92)	176.16	1,200.00	14.68%	1,023.84
10-10-5630 Furniture & Equipment	0.00	0.00	0.00	5,277.21	0.00	0.00%	(5,277.21)
Administration Totals	135,182.37	148,200.43	(13,018.06)	479,921.27	1,779,090.00	26.98%	1,299,168.73

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	26,774.72	19,149.00	7,625.72	68,477.12	229,880.00	29.79%	161,402.88
10-15-5106 Social Security/Medicare	2,011.47	1,465.24	546.23	5,132.25	17,590.00	29.18%	12,457.75
10-15-5107 TMRS	2,970.63	2,106.65	863.98	7,660.49	25,290.00	30.29%	17,629.51
10-15-5108 Health & Life Insurance	3,509.19	3,207.05	302.14	11,650.76	38,500.00	30.26%	26,849.24
10-15-5109 Worker's Comp	100.14	77.46	22.68	200.28	930.00	21.54%	729.72
10-15-5110 Texas Workforce Commission	0.00	29.98	(29.98)	234.00	360.00	65.00%	126.00
10-15-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-15-5115 Longevity Pay	0.00	19.99	(19.99)	240.00	240.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	230.78	374.85	(144.07)	923.12	4,500.00	20.51%	3,576.88
10-15-5223 Training & Travel	238.49	1,332.80	(1,094.31)	4,438.08	16,000.00	27.74%	11,561.92
10-15-5224 Dues & Subscriptions	0.00	124.95	(124.95)	40.00	1,500.00	2.67%	1,460.00
10-15-5301 Office Supplies	100.09	208.25	(108.16)	1,456.84	2,500.00	58.27%	1,043.16
10-15-5309 Uniforms	0.00	41.65	(41.65)	303.45	500.00	60.69%	196.55
10-15-5310 Postage	0.00	58.31	(58.31)	95.61	700.00	13.66%	604.39
10-15-5314 Computer & Technology	0.00	416.50	(416.50)	4,134.77	5,000.00	82.70%	865.23
10-15-5315 Computer Software/License	0.00	1,915.90	(1,915.90)	9,936.28	23,000.00	43.20%	13,063.72
10-15-5317 Equipment & Other Rentals	92.09	41.67	50.42	165.74	500.00	33.15%	334.26
Finance Totals	36,027.60	30,588.57	5,439.03	115,088.79	367,210.00	31.34%	252,121.21

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	143,216.55	109,111.33	34,105.22	376,473.86	1,309,860.00	28.74%	933,386.14
10-20-5104 Salaries - Overtime	12,444.80	8,711.51	3,733.29	24,883.54	104,580.00	23.79%	79,696.46
10-20-5106 Social Security/Medicare	11,790.96	8,149.23	3,641.73	30,303.83	97,830.00	30.98%	67,526.17
10-20-5107 TMRS	17,437.50	11,717.81	5,719.69	45,279.68	140,670.00	32.19%	95,390.32
10-20-5108 Health & Life Insurance	17,880.93	20,408.50	(2,527.57)	62,019.83	245,000.00	25.31%	182,980.17
10-20-5109 Worker's Comp	6,066.62	4,357.42	1,709.20	12,133.24	52,310.00	23.19%	40,176.76
10-20-5110 Texas Workforce Commission	0.00	175.76	(175.76)	195.56	2,110.00	9.27%	1,914.44
10-20-5114 Benefits Admin Fees	0.00	108.29	(108.29)	0.00	1,300.00	0.00%	1,300.00
10-20-5115 Longevity Pay	0.00	109.95	(109.95)	1,260.00	1,320.00	95.45%	60.00
10-20-5117 Certificate Pay	2,861.58	3,411.13	(549.55)	8,169.34	40,950.00	19.95%	32,780.66
10-20-5206 Professional Services	0.00	708.33	(708.33)	9,225.68	8,500.00	108.54%	(725.68)
10-20-5224 Dues & Subscriptions	0.00	166.67	(166.67)	405.00	2,000.00	20.25%	1,595.00
10-20-5231 Recruiting & Hiring Expense	282.94	83.33	199.61	1,470.84	1,000.00	147.08%	(470.84)
10-20-5301 Office Supplies	279.73	250.00	29.73	490.53	3,000.00	16.35%	2,509.47
10-20-5309 Uniforms	152.00	699.72	(547.72)	4,711.62	8,400.00	56.09%	3,688.38
10-20-5310 Postage	13.11	16.66	(3.55)	13.11	200.00	6.56%	186.89
10-20-5313 Fuel Expense	3,565.43	3,333.33	232.10	12,980.63	40,000.00	32.45%	27,019.37
10-20-5315 Computer Software/License	100.00	0.00	100.00	100.00	0.00	0.00%	(100.00)
10-20-5317 Equipment & Other Rentals	478.67	1,790.95	(1,312.28)	1,541.56	21,500.00	7.17%	19,958.44
10-20-5319 Vehicle Repairs & Maintenance	1,897.71	1,249.50	648.21	4,516.64	15,000.00	30.11%	10,483.36
10-20-5328 Small Tools & Minor	500.00	3,748.50	(3,248.50)	31,401.46	45,000.00	69.78%	13,598.54
10-20-5330 Miscellaneous	0.00	41.67	(41.67)	287.15	500.00	57.43%	212.85
10-20-5404 Mobile Technology Expense	743.09	666.40	76.69	2,100.79	8,000.00	26.26%	5,899.21
10-20-5405 Insurance - Liability & Prop	2,634.25	999.60	1,634.65	2,576.00	12,000.00	21.47%	9,424.00
10-20-5407 Insurance - Vehicles	2,981.75	1,332.80	1,648.95	5,963.50	16,000.00	37.27%	10,036.50
10-20-5410 Vehicle Replacement Fund	0.00	8,330.00	(8,330.00)	0.00	100,000.00	0.00%	100,000.00

10 - General Fund	Current	Current	Budget	YTD	Annual	% Budget	Budget
Police	Month Actual	Month Budget	Variance	Actual	Budget	Used	Remaining
Police Totals	225,327.62	189,678.39	35,649.23	638,503.39	2,277,030.00	28.04%	1,638,526.61

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	4,704.00	7,018.02	(2,314.02)	21,788.16	84,250.00	25.86%	62,461.84
10-21-5104 Salaries - Overtime	0.00	258.23	(258.23)	525.13	3,100.00	16.94%	2,574.87
10-21-5106 Social Security/Medicare	359.88	537.28	(177.40)	1,687.00	6,450.00	26.16%	4,763.00
10-21-5107 TMRS	517.44	772.19	(254.75)	2,454.48	9,270.00	26.48%	6,815.52
10-21-5108 Health & Life Insurance	276.74	2,332.40	(2,055.66)	3,184.95	28,000.00	11.37%	24,815.05
10-21-5109 Worker's Comp	777.63	438.99	338.64	1,555.26	5,270.00	29.51%	3,714.74
10-21-5110 Texas Workforce Commission	0.00	19.99	(19.99)	0.00	240.00	0.00%	240.00
10-21-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-21-5223 Training & Travel	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-21-5229 Contractual Services	0.00	208.25	(208.25)	1,592.85	2,500.00	63.71%	907.15
10-21-5301 Office Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-21-5309 Uniforms	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
10-21-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-21-5313 Fuel Expense	80.26	499.80	(419.54)	823.48	6,000.00	13.72%	5,176.52
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	227.17	1,000.00	22.72%	772.83
10-21-5328 Small Tools & Minor	63.97	166.60	(102.63)	63.97	2,000.00	3.20%	1,936.03
10-21-5404 Mobile Technology Expense	113.74	166.60	(52.86)	341.18	2,000.00	17.06%	1,658.82
10-21-5407 Insurance - Vehicles	384.75	133.28	251.47	769.50	1,600.00	48.09%	830.50
10-21-5410 Vehicle Replacement Fund	0.00	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
Animal Control Totals	7,278.41	14,913.23	(7,634.82)	35,013.13	179,030.00	19.56%	144,016.87

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5223 Training & Travel	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-22-5229 Contractual Services	0.00	416.67	(416.67)	19,890.04	5,000.00	397.80%	(14,890.04)
10-22-5301 Office Supplies	0.00	166.67	(166.67)	739.40	2,000.00	36.97%	1,260.60
10-22-5315 Computer Software/License	0.00	291.55	(291.55)	0.00	3,500.00	0.00%	3,500.00
Emergency Management Totals	0.00	1,291.46	(1,291.46)	20,629.44	15,500.00	133.09%	(5,129.44)

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	13,529.77	10,997.26	2,532.51	39,492.97	132,020.00	29.91%	92,527.03
10-25-5104 Salaries - Overtime	297.50	234.90	62.60	319.81	2,820.00	11.34%	2,500.19
10-25-5106 Social Security/Medicare	1,066.04	841.33	224.71	3,092.72	10,100.00	30.62%	7,007.28
10-25-5107 TMRS	1,549.92	1,210.34	339.58	4,512.36	14,530.00	31.06%	10,017.64
10-25-5108 Health & Life Insurance	1,221.76	2,915.50	(1,693.74)	4,791.16	35,000.00	13.69%	30,208.84
10-25-5109 Worker's Comp	100.14	44.98	55.16	200.28	540.00	37.09%	339.72
10-25-5110 Texas Workforce Commission	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-25-5114 Benefits Admin Fees	0.00	18.32	(18.32)	0.00	220.00	0.00%	220.00
10-25-5115 Longevity Pay	0.00	34.98	(34.98)	420.00	420.00	100.00%	0.00
10-25-5117 Certificate Pay	263.07	299.88	(36.81)	789.21	3,600.00	21.92%	2,810.79
10-25-5203 Attorney/Prosecutor Fees	0.00	4,165.00	(4,165.00)	11,250.00	50,000.00	22.50%	38,750.00
10-25-5209 Judge Fees	700.00	4,165.00	(3,465.00)	7,537.50	50,000.00	15.08%	42,462.50
10-25-5220 Interpreter Services	287.52	99.96	187.56	417.35	1,200.00	34.78%	782.65
10-25-5223 Training & Travel	110.00	166.60	(56.60)	110.00	2,000.00	5.50%	1,890.00
10-25-5301 Office Supplies	209.35	291.55	(82.20)	487.69	3,500.00	13.93%	3,012.31
10-25-5308 Jury Trial Expense	0.00	166.60	(166.60)	48.30	2,000.00	2.42%	1,951.70
10-25-5309 Uniforms	0.00	74.97	(74.97)	0.00	900.00	0.00%	900.00
10-25-5310 Postage	0.00	124.95	(124.95)	154.26	1,500.00	10.28%	1,345.74
10-25-5315 Computer Software/License	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
10-25-5317 Equipment & Other Rentals	173.25	83.30	89.95	307.78	1,000.00	30.78%	692.22
Municipal Court Totals	19,508.32	26,631.80	(7,123.48)	73,931.39	319,710.00	23.12%	245,778.61

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	19,874.78	15,102.29	4,772.49	56,048.18	181,300.00	30.91%	125,251.82
10-30-5104 Salaries - Overtime	1,632.58	833.00	799.58	4,457.52	10,000.00	44.58%	5,542.48
10-30-5106 Social Security/Medicare	1,618.97	1,155.37	463.60	4,557.17	13,870.00	32.86%	9,312.83
10-30-5107 TMRS	2,365.82	1,661.83	703.99	6,682.06	19,950.00	33.49%	13,267.94
10-30-5108 Health & Life Insurance	3,861.97	4,664.80	(802.83)	13,256.45	56,000.00	23.67%	42,743.55
10-30-5109 Worker's Comp	1,069.47	1,128.71	(59.24)	2,138.94	13,550.00	15.79%	11,411.06
10-30-5110 Texas Workforce Commission	0.00	39.15	(39.15)	85.39	470.00	18.17%	384.61
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	19.99	(19.99)	240.00	240.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	0.00	666.40	(666.40)	1,350.00	8,000.00	16.88%	6,650.00
10-30-5219 Roads, Bridges & Drainage	0.00	21,658.00	(21,658.00)	0.00	260,000.00	0.00%	260,000.00
10-30-5223 Training & Travel	0.00	166.67	(166.67)	105.00	2,000.00	5.25%	1,895.00
10-30-5229 Contractual Services	1,235.00	0.00	1,235.00	1,235.00	0.00	0.00%	(1,235.00)
10-30-5301 Office Supplies	46.09	249.90	(203.81)	(9.90)	3,000.00	(0.33%)	3,009.90
10-30-5309 Uniforms	0.00	333.20	(333.20)	609.85	4,000.00	15.25%	3,390.15
10-30-5311 Building Repairs &	0.00	666.67	(666.67)	2,818.93	8,000.00	35.24%	5,181.07
10-30-5313 Fuel Expense	453.46	999.60	(546.14)	2,785.75	12,000.00	23.21%	9,214.25
10-30-5317 Equipment & Other Rentals	21.89	1,000.00	(978.11)	87.01	12,000.00	0.73%	11,912.99
10-30-5319 Vehicle Repairs & Maintenance	16.75	208.33	(191.58)	2,308.95	2,500.00	92.36%	191.05
10-30-5321 Public Works Maintenance	950.00	2,083.33	(1,133.33)	5,788.98	25,000.00	23.16%	19,211.02
10-30-5322 Special Road Work	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-30-5328 Small Tools & Minor	1,632.71	333.20	1,299.51	3,190.45	4,000.00	79.76%	809.55
10-30-5331 Signs & Postings	1,762.50	833.33	929.17	2,032.70	10,000.00	20.33%	7,967.30
10-30-5401 Utilities - Electricity	0.00	833.33	(833.33)	1,308.65	10,000.00	13.09%	8,691.35
10-30-5404 Mobile Technology Expense	83.74	99.96	(16.22)	247.05	1,200.00	20.59%	952.95
10-30-5407 Insurance - Vehicles	418.50	333.20	85.30	837.00	4,000.00	20.93%	3,163.00

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	1,666.00	(1,666.00)	0.00	20,000.00	0.00%	20,000.00
10-30-5413 Residential Garbage Subsidy	0.00	24,000.00	(24,000.00)	0.00	288,000.00	0.00%	288,000.00
Public Works Totals	37,044.23	84,925.41	(47,881.18)	112,161.13	1,019,370.00	11.00%	907,208.87

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5217 Professional Cleaning Services	0.00	416.67	(416.67)	1,250.00	5,000.00	25.00%	3,750.00
10-32-5229 Contractual Services	884.50	9,996.00	(9,111.50)	39,122.53	120,000.00	32.60%	80,877.47
10-32-5301 Office Supplies	28.94	249.90	(220.96)	1,074.61	3,000.00	35.82%	1,925.39
10-32-5309 Uniforms	0.00	208.25	(208.25)	0.00	2,500.00	0.00%	2,500.00
10-32-5317 Equipment & Other Rentals	0.00	583.10	(583.10)	97.94	7,000.00	1.40%	6,902.06
10-32-5323 Park Improvements	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00%	(3,000.00)
10-32-5324 Park Maintenance	0.00	6,666.67	(6,666.67)	11,076.42	80,000.00	13.85%	68,923.58
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	3,913.44	18,203.92	(14,290.48)	55,621.50	218,500.00	25.46%	162,878.50

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	5,954.40	15,378.01	(9,423.61)	17,570.40	184,610.00	9.52%	167,039.60
10-35-5104 Salaries - Overtime	0.00	157.43	(157.43)	36.30	1,890.00	1.92%	1,853.70
10-35-5106 Social Security/Medicare	448.94	1,177.02	(728.08)	1,348.90	14,130.00	9.55%	12,781.10
10-35-5107 TMRS	654.99	1,691.82	(1,036.83)	1,976.34	20,310.00	9.73%	18,333.66
10-35-5108 Health & Life Insurance	971.21	3,498.60	(2,527.39)	3,788.96	42,000.00	9.02%	38,211.04
10-35-5109 Worker's Comp	50.07	149.94	(99.87)	100.14	1,800.00	5.56%	1,699.86
10-35-5110 Texas Workforce Commission	0.00	39.15	(39.15)	0.00	470.00	0.00%	470.00
10-35-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-35-5115 Longevity Pay	0.00	29.98	(29.98)	360.00	360.00	100.00%	0.00
10-35-5206 Professional Services	0.00	4,166.67	(4,166.67)	0.00	50,000.00	0.00%	50,000.00
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	7,773.08	75,000.00	10.36%	67,226.92
10-35-5223 Training & Travel	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-35-5232 Early Plat - Admin Fee	0.00	5,331.20	(5,331.20)	127,419.70	64,000.00	199.09%	(63,419.70)
10-35-5233 Eng Svc: Permits/Inspections	0.00	29,155.00	(29,155.00)	157,793.61	350,000.00	45.08%	192,206.39
10-35-5234 Eng Svc: Plan Review	0.00	8,333.33	(8,333.33)	65,639.36	100,000.00	65.64%	34,360.64
10-35-5235 Eng Svc: Platting	3,140.74	6,250.00	(3,109.26)	30,440.74	75,000.00	40.59%	44,559.26
10-35-5301 Office Supplies	0.00	83.30	(83.30)	321.24	1,000.00	32.12%	678.76
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5315 Computer Software/License	0.00	1,250.00	(1,250.00)	25,000.00	15,000.00	166.67%	(10,000.00)
10-35-5317 Equipment & Other Rentals	95.26	41.67	53.59	161.04	500.00	32.21%	338.96
10-35-5411 TIF Fund/MUD 31 Payable	0.00	3,023.79	(3,023.79)	0.00	36,300.00	0.00%	36,300.00
Community Development Totals	11,315.61	86,172.72	(74,857.11)	439,729.81	1,034,360.00	42.51%	594,630.19

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	13,032.96	8,780.65	4,252.31	37,172.16	105,410.00	35.26%	68,237.84
10-36-5106 Social Security/Medicare	984.23	672.23	312.00	2,811.53	8,070.00	34.84%	5,258.47
10-36-5107 TMRS	1,433.63	966.28	467.35	4,115.36	11,600.00	35.48%	7,484.64
10-36-5108 Health & Life Insurance	1,007.59	1,166.20	(158.61)	3,954.28	14,000.00	28.24%	10,045.72
10-36-5109 Worker's Comp	808.18	518.95	289.23	1,616.36	6,230.00	25.94%	4,613.64
10-36-5110 Texas Workforce Commission	0.00	9.99	(9.99)	0.00	120.00	0.00%	120.00
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	14.99	(14.99)	240.00	180.00	133.33%	(60.00)
10-36-5207 Building Inspector	0.00	24,990.00	(24,990.00)	96,345.00	300,000.00	32.12%	203,655.00
10-36-5223 Training & Travel	0.00	416.50	(416.50)	184.31	5,000.00	3.69%	4,815.69
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-36-5301 Office Supplies	0.00	83.30	(83.30)	314.99	1,000.00	31.50%	685.01
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-36-5309 Uniforms	100.00	125.00	(25.00)	265.99	1,500.00	17.73%	1,234.01
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	386.20	250.00	136.20	1,213.61	3,000.00	40.45%	1,786.39
10-36-5319 Vehicle Repairs & Maintenance	33.99	166.60	(132.61)	184.94	2,000.00	9.25%	1,815.06
10-36-5328 Small Tools & Minor	0.00	249.90	(249.90)	189.00	3,000.00	6.30%	2,811.00
10-36-5404 Mobile Technology Expense	101.87	83.33	18.54	312.58	1,000.00	31.26%	687.42
10-36-5407 Insurance - Vehicles	309.50	66.64	242.86	619.00	800.00	77.38%	181.00
10-36-5410 Vehicle Replacement Fund	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Fire Marshal/Building Official Totals	18,198.15	39,991.79	(21,793.64)	149,539.11	480,090.00	31.15%	330,550.89

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	1,700.00	0.00	1,700.00	1,700.00	0.00	0.00%	(1,700.00)
10-90-5620 Building Purchase,	406.89	0.00	406.89	457.28	0.00	0.00%	(457.28)
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Capital and Planning Projects Totals	2,106.89	12,500.00	(10,393.11)	2,157.28	150,000.00	1.44%	147,842.72
Expense Totals	495,902.64	653,097.72	(157,195.08)	2,122,296.24	7,839,890.00	27.07%	5,717,593.76

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	55,889.81	0.00	0.00%	(55,889.81)
Revenue Totals	0.00	0.00	0.00	55,889.81	0.00	0.00%	(55,889.81)
Expense Summary							
Services	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
Expense Totals	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)

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	0.00	0.00	0.00	55,889.81	0.00	0.00%	(55,889.81)
Miscellaneous Totals	0.00	0.00	0.00	55,889.81	0.00	0.00%	(55,889.81)
Revenue Totals	0.00	0.00	0.00	55,889.81	0.00	0.00%	(55,889.81)

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Services	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
Administration Totals	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
Expense Total	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
Administration Totals	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)
Expense Totals	0.00	0.00	0.00	3,455.61	0.00	0.00%	(3,455.61)

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	26,194.61	21,991.20	4,203.41	102,144.35	264,000.00	38.69%	161,855.65
Miscellaneous	0.00	1,666.67	(1,666.67)	5,377.07	20,000.00	26.89%	14,622.93
Revenue Totals	26,194.61	23,657.87	2,536.74	107,521.42	284,000.00	37.86%	176,478.58
Expense Summary							
Personnel Services	14,046.23	11,078.89	2,967.34	49,575.55	133,000.00	37.27%	83,424.45
Professional/Contract Services	11,168.24	3,082.10	8,086.14	15,853.16	37,000.00	42.85%	21,146.84
Materials & Supplies	2,264.82	9,925.56	(7,660.74)	39,093.76	119,150.00	32.81%	80,056.24
Capital Outlay	3,485.44	4,165.00	(679.56)	3,485.44	50,000.00	6.97%	46,514.56
Expense Totals	30,964.73	28,251.55	2,713.18	108,007.91	339,150.00	31.85%	231,142.09

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	26,194.61	21,991.20	4,203.41	102,144.35	264,000.00	38.69%	161,855.65
Sales Tax Totals	26,194.61	21,991.20	4,203.41	102,144.35	264,000.00	38.69%	161,855.65
Miscellaneous							
20-4910 Interest Income	0.00	1,666.67	(1,666.67)	5,377.07	20,000.00	26.89%	14,622.93
Miscellaneous Totals	0.00	1,666.67	(1,666.67)	5,377.07	20,000.00	26.89%	14,622.93
Revenue Totals	26,194.61	23,657.87	2,536.74	107,521.42	284,000.00	37.86%	176,478.58

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Conital Outlow	2 495 44	4.165.00	(670 F6)	2 405 44	E0 000 00	6.070/	46 514 56
Capital Outlay	3,485.44	4,165.00	(679.56)	3,485.44	50,000.00	6.97%	46,514.56
Materials & Supplies	2,264.82	9,925.56	(7,660.74)	39,093.76	119,150.00	32.81%	80,056.24
Personnel Services	14,046.23	11,078.89	2,967.34	49,575.55	133,000.00	37.27%	83,424.45
Professional/Contract Services	11,168.24	3,082.10	8,086.14	15,853.16	37,000.00	42.85%	21,146.84
Police Totals	30,964.73	28,251.55	2,713.18	108,007.91	339,150.00	31.85%	231,142.09
Expense Total	30,964.73	28,251.55	2,713.18	108,007.91	339,150.00	31.85%	231,142.09

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	10,266.24	6,758.96	3,507.28	32,856.68	81,140.00	40.49%	48,283.32
20-20-5104 Salaries - Overtime	247.02	666.40	(419.38)	1,368.60	8,000.00	17.11%	6,631.40
20-20-5106 Social Security/Medicare	813.56	517.29	296.27	2,511.92	6,210.00	40.45%	3,698.08
20-20-5107 TMRS	1,179.30	743.86	435.44	3,702.18	8,930.00	41.46%	5,227.82
20-20-5108 Health & Life Insurance	1,182.21	2,332.40	(1,150.19)	8,504.40	28,000.00	30.37%	19,495.60
20-20-5109 Worker's Comp	150.21	27.50	122.71	300.42	330.00	91.04%	29.58
20-20-5110 Texas Workforce Commission	0.00	19.99	(19.99)	54.43	240.00	22.68%	185.57
20-20-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
20-20-5117 Certificate Pay	207.69	0.00	207.69	276.92	0.00	0.00%	(276.92)
20-20-5206 Professional Services	11,118.24	1,041.25	10,076.99	11,322.24	12,500.00	90.58%	1,177.76
20-20-5222 Investigations	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
20-20-5223 Training & Travel	50.00	1,249.50	(1,199.50)	4,530.92	15,000.00	30.21%	10,469.08
20-20-5230 Radio Service	0.00	541.45	(541.45)	0.00	6,500.00	0.00%	6,500.00
20-20-5301 Office Supplies	286.00	166.60	119.40	754.90	2,000.00	37.75%	1,245.10
20-20-5303 Public Education & Training	0.00	1,050.41	(1,050.41)	3,111.79	12,610.00	24.68%	9,498.21
20-20-5307 Investigation Supplies	0.00	1,332.80	(1,332.80)	63.09	16,000.00	0.39%	15,936.91
20-20-5309 Uniforms	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5314 Computer & Technology	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
20-20-5315 Computer Software/License	1,571.51	1,627.68	(56.17)	13,302.02	19,540.00	68.08%	6,237.98
20-20-5316 Equipment Repair/Parts	0.00	416.67	(416.67)	592.50	5,000.00	11.85%	4,407.50
20-20-5317 Equipment & Other Rentals	0.00	3,581.90	(3,581.90)	20,862.15	43,000.00	48.52%	22,137.85
20-20-5328 Small Tools & Minor	407.31	416.50	(9.19)	407.31	5,000.00	8.15%	4,592.69
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
20-20-5650 Vehicles & Machinery	3,485.44	4,165.00	(679.56)	3,485.44	50,000.00	6.97%	46,514.56
Police Totals	30,964.73	28,251.55	2,713.18	108,007.91	339,150.00	31.85%	231,142.09
Expense Totals	30,964.73	28,251.55	2,713.18	108,007.91	339,150.00	31.85%	231,142.09

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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	149,085.34	(149,085.34)	322,315.00	1,789,700.00	18.01%	1,467,385.00
Expense Totals	0.00	149,085.34	(149,085.34)	322,315.00	1,789,700.00	18.01%	1,467,385.00

30 - Capital Improvements Plan Fund Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	149,085.34	(149,085.34)	322,315.00	1,789,700.00	18.01%	1,467,385.00
Adminstration Totals	0.00	149,085.34	(149,085.34)	322,315.00	1,789,700.00	18.01%	1,467,385.00
Expense Total	0.00	149,085.34	(149,085.34)	322,315.00	1,789,700.00	18.01%	1,467,385.00

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

35 - Capital Improvements Plan Fund (Local)	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	7,625.00	0.00	0.00%	(7,625.00)
Revenue Totals	0.00	0.00	0.00	7,625.00	0.00	0.00%	(7,625.00)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

Item 26.

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grant Income							
35-4803 GLO Grant Funds	0.00	0.00	0.00	7,625.00	0.00	0.00%	(7,625.00)
Grant Income Totals	0.00	0.00	0.00	7,625.00	0.00	0.00%	(7,625.00)
Revenue Totals	0.00	0.00	0.00	7,625.00	0.00	0.00%	(7,625.00)

35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Administration Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Total	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

35 - Capital Improvements Plan Fund (Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Administration Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)
Expense Totals	0.00	0.00	0.00	16,820.00	0.00	0.00%	(16,820.00)

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
License & Permits	14,911.00	0.00	14,911.00	194,990.00	0.00	0.00%	(194,990.00)
Revenue Totals	14,911.00	0.00	14,911.00	194,990.00	0.00	0.00%	(194,990.00)

37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
37-4808 Regional Parkland Revenue	14,911.00	0.00	14,911.00	194,990.00	0.00	0.00%	(194,990.00)
License & Permits Totals	14,911.00	0.00	14,911.00	194,990.00	0.00	0.00%	(194,990.00)
Revenue Totals	14,911.00	0.00	14,911.00	194,990.00	0.00	0.00%	(194,990.00)

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	860.47	0.00	860.47	3,293.70	0.00	0.00%	(3,293.70)
Revenue Totals	860.47	0.00	860.47	3,293.70	0.00	0.00%	(3,293.70)

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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	860.47	0.00	860.47	3,293.70	0.00	0.00%	(3,293.70)
Fines & Forfeitures Totals	860.47	0.00	860.47	3,293.70	0.00	0.00%	(3,293.70)
Revenue Totals	860.47	0.00	860.47	3,293.70	0.00	0.00%	(3,293.70)

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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	1,054.12	0.00	1,054.12	4,034.83	0.00	0.00%	(4,034.83)
Revenue Totals	1,054.12	0.00	1,054.12	4,034.83	0.00	0.00%	(4,034.83)

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	1,054.12	0.00	1,054.12	4,034.83	0.00	0.00%	(4,034.83)
Fines & Forfeitures Totals	1,054.12	0.00	1,054.12	4,034.83	0.00	0.00%	(4,034.83)
Revenue Totals	1,054.12	0.00	1,054.12	4,034.83	0.00	0.00%	(4,034.83)

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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	0.00	0.00	0.00	4,103.88	0.00	0.00%	(4,103.88)
Revenue Totals	0.00	0.00	0.00	4,103.88	0.00	0.00%	(4,103.88)
Expense Summary							
Capital Outlay	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)
Expense Totals	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)

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	0.00	0.00	0.00	4,103.88	0.00	0.00%	(4,103.88)
Miscellaneous Totals	0.00	0.00	0.00	4,103.88	0.00	0.00%	(4,103.88)
Revenue Totals	0.00	0.00	0.00	4,103.88	0.00	0.00%	(4,103.88)

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)
Administration Totals	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)
Expense Total	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)

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	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)
Administration Totals	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)
Expense Totals	3,513.44	0.00	3,513.44	3,513.44	0.00	0.00%	(3,513.44)

Technology Department

- IDF Mini-Split Issue Management and Improvements:
 - Multiple instances of IDF mini-split malfunction were addressed, including temperature and humidity issues. Actions included defrosting the unit, investigating root causes such as improper exhaust insulation and refrigerant overfill, and collaborating with contractors to file warranty claims and repair the system. These measures ensured continued network reliability and mitigated potential for damage.
- Microsoft Tenant Migration Adjustments:
 - The Microsoft 365 GCC tenant migration required extensive troubleshooting and corrections, including modifying billing configurations, addressing license mismatches, and reassigning shared mailboxes. Significant coordination with DataVox ensured resolution of critical service continuity and user account adjustments, safeguarding city operations.
- State of the City Video Coordination:
 - Drafted and finalized scripts for the "State of the City" video, highlighting IT department achievements such as enhanced cybersecurity, mobile device management implementation, and operational efficiency improvements. Worked with council members and a marketing firm to prepare for production.
- Transition of Senior Accountant Role:
 - Ensured the seamless transition of the Senior Accountant's accounts and digital access to maintain compliance with city policies. This included converting the account to a shared mailbox, implementing email forwarding, and updating distribution lists, thereby ensuring operational continuity for the Finance Department.

Technology Department

(Continued)

- Cybersecurity and Infrastructure Upgrades:
 - o Progressed on key infrastructure projects, such as coordinating VisualEdgeIT contract amendments for enhanced cybersecurity and acquiring licenses for Teams Rooms Basic for GCC. Additionally, initiated failover ISP integration in the MDF to enhance network resilience. Recently, during the significant winter weather event, this was proven invaluable as outages did occur on our primary internet service provider.
- Extensive Support for MLK Jr. Day Parade:
 - O Provided comprehensive assistance for the MLK Jr. Day Parade, supporting the event from early morning to post-parade proceedings. Contributions included sourcing and creating content, developing an action plan for IT-related aspects, and managing event-day IT logistics. This included laptop preparation at Freedom Field Auditorium, ensuring presenters' materials were displayed as intended, and resolving technical issues such as device timeouts. Provided on-site, real-time support for parade logistics, speaker coordination, and audiovisual needs, showcasing adaptability and dedication to event success.



City Of Iowa Colony

Operations Report for the meeting held on February 10th, 2025.

Management Report Summary

1. Maintenance & Repairs:

Wastewater Treatment Plant

- i. WWTP#2 Installed new chlorine level monitor.
- ii. WWTP#1 Vactor truck work to clean out sludge lines.
- iii. WWTP#1 Purchased HTH granular for use at facility.
- iv. WWTP#1 Vactor truck work to clean debris from headworks and chlorine contact basin.

Lift Station

- i. LS#2 Vactor truck work to clean out wet well.
- ii. LS#4 Vactor truck work to clean out wet well.
- iii. LS#6 Vactor truck work to clean out wet well.

Water Distribution

- i. 9507 Opal Gates Dr Excavation to replace leaking tapline
- ii. In District 4 excavations to expose and set main line valve boxes to grade.
- C/O Sterling Lakes & Emerald Arch Installed 6" extension kit to fire hydrant.

Water Plant

- i. WW#1 Replaced solenoid valves on chlorination system.
- ii. WW#1 Repaired air leak on Hydropneumatic tank #1 along with bad solenoid valve.

Sanitary Sewer Collection

- i. 1919 Tioga View Dr Resealed throat of sanitary manhole.
- ii. 1822 Homewood Point Ln Lowered sanitary manhole to grade.

Storm Sewer

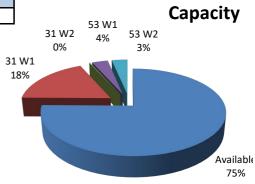
- i. 10502 Sutter Creek Dr Brokeout sidewalk and raised manhole to grade.
- ii. C/O Nickel Canyon & Emerald Lakes Broke out 2 manholes and lowered them to grade.

			JANU	ARY 2025 P	UMPAGE X	1,000 GAL	S			
	B031	B031	B053	B053						
Date	Well 1	Well 2	Well 1	Well 2	Total	Capacity	Purch	From	Sold	То
1	691	0	142	148	981	36.4%			0	B053
2	552	0	114	122	788	29.3%			0	B053
3	522	0	84	78	684	25.4%			0	B053
4	520	0	109	87	716	26.6%			0	B053
5	659	0	109	116	884	32.8%			0	B053
6	427	32	88	130	677	25.1%			0	B053
7	603	0	108	85	796	29.6%				B053
8	662	0	85	100	847	31.5%			0	B053
9	411	0	80	53	544	20.2%				B053
10	299	0	75	75	449	16.7%			0	B053
11	534	0	104	104	742	27.6%			0	B053
12	520	0	95	100	715	26.6%			0	B053
13	420	39	109	87	655	24.3%			0	B053
14	381	0	79	88	548	20.4%			0	B053
15	515	0	90	105	710	26.4%			0	B053
16	550	0	84	79	713	26.5%			0	B053
17	313	0	88	61	462	17.2%			0	B053
18	535	0	84	103	722	26.8%			0	B053
19	616	0	138	112	866	32.2%			0	B053
20	632	37	112	118	899	33.4%			0	B053
21	683	0	100	114	897	33.3%			0	B053
22	735	0	158	159	1,052	39.1%			0	B053
23	627	0	115	110	852	31.6%				B053
24	268	0	59	76	403	15.0%				B053
25	456	0	104	81	641	23.8%				B053
26	696	0	113	107	916	34.0%				B053
27	510	45	84	79	718	26.7%				B053
28	611	0	88	100	799	29.7%				B053
29	561	0	113	99	773	28.7%				B053
30	578	0	81	66	725	26.9%				B053
31	0	0	0	0	0	0.0%				
TOTAL:	16,087	153	2,992	2,942	22,174		0		0	

BC31	PERMIT TERM	GALLONS	PERMIT	MON	THS
PERMIT	2/1/24 - 1/31/25	PUMPED	USED	AVAIL	PROJ
300,000	x 1,000 gallons	274,203	91%	0	1
BC53	PERMIT TERM	GALLONS	PERMIT	MON	THS
BC53 PERMIT	PERMIT TERM 11/1/24 - 10/31/25	GALLONS PUMPED	PERMIT USED	MON AVAIL	THS PROJ

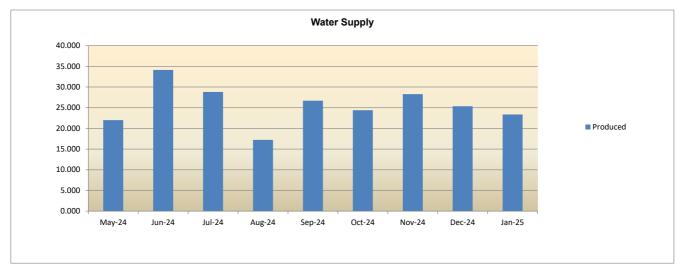
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	12/6/24	1279	1,842
BC31 2	12/6/24	625	851
BC53 1	12/6/24	541	779
BC53 2	11/20/24	600	864
TOTAL			2,693

Available 83,476 80.55% 31 W1 19.27%



City of Iowa Colony Accountability Report

Billing Period	Produced	Purchased I/C	Total Supplied	Metered COIC	Metered B032	Metered to B053	Unmetered	Repairs	Accountability	Four month average
04/11/24 - 05/10/24	21.993	0.000	21.993	11.768	5.834	0.000	0.715	2.500	94.65%	96.46%
05/11/24 - 06/10/24	34.122	0.000	34.122	26.725	6.022	0.000	0.387	0.000	97.10%	96.22%
06/11/24 - 07/11/24	28.807	0.000	28.807	20.639	6.861	0.000	0.167	0.000	96.04%	95.60%
07/12/24 - 08/08/24	17.237	3.300	20.537	15.248	4.943	0.000	0.252	0.000	99.54%	96.84%
08/09/24 - 09/09/24	26.704	0.000	26.704	16.939	7.376	0.000	0.220	0.000	91.88%	96.14%
09/10/24 - 10/07/24	24.399	0.000	24.399	16.249	8.421	0.000	0.221	0.000	102.02%	97.37%
10/08/24 - 11/07/24	28.274	0.000	28.274	28.731	0.000	0.000	0.930	0.000	104.91%	99.59%
11/08/24 - 12/13/24	25.346	0.000	25.346	24.342	0.000	0.000	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	23.375	25.499	0.000	0.000	0.054	0.000	109.32%	103.44%



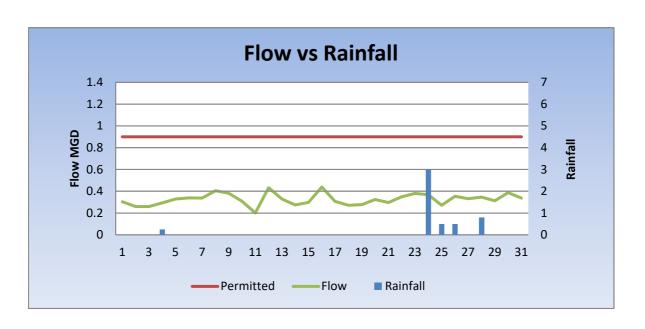


Permit # 14546-001 Design: 0.900 MGD

Expires: 6/26/2024 Utilized 41.2%

PARAMETER		UNITS	PERMIT LIMITS	Dec-24 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / I	4.0	6.8	0
pH:	Min	S.U.	6.0	7.0	0
pH:	Max	S.U.	9.0	7.1	0
Total Suspended Solids:	Avg	lbs / day	113.0	22.4	0
Total Suspended Solids:	Avg	mg / I	15.0	6.5	0
Total Suspended Solids:	Max	mg / I	40.0	12.0	0
Ammonia:	Avg	lbs / day	23.0	0.7	0
Ammonia:	Avg	mg / I	3.0	0.2	0
Ammonia:	Max	mg / I	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.37	0
2-Hour Peak Flow:	Max	gpm	3.60	0.52	0
Chlorine:	Min	mg/l	1.0	1.1	0
Chlorine:	Max	mg/l	4.0	3.7	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	2.0	0
CBOD:	Avg	lbs / day	75.0	11.7	0
CBOD:	Avg	mg / I	10.0	3.6	0
CBOD:	Max	mg / I	25.0	5.2	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	5.05	SSO Gallons:	0



City of Iowa Colony Customer Billing Report

	<u>Ja</u>	nuary 11, 202 <u>5</u>	De	cember 11, 2024	Nove	ember 11, 2024
Beginning Date		12/27/2024	11/26/2024			10/26/2024
Closing Date		1/27/2025		12/26/2024		11/25/2024
Collected Amount						
Penalty	\$	7,523.50	\$	8,652.48	\$	5,126.01
Water	\$	155,232.97	\$	151,374.27	\$	87,069.04
Sewer	\$	103,183.31	\$	108,640.94	\$	72,477.17
Garbage Tax	\$	6,127.32	\$	4,108.65	\$	2,953.89
Garbage Collection Fees	\$	75,715.68	\$	49,307.41	\$	36,337.51
Franchise	\$	11,260.44	\$	8,694.54	\$	5,485.89
Voluntary Fire	\$	6,946.10	\$	6,531.56	\$	4,748.70
Grease Trap	\$	1,998.55	\$	1,000.00	\$	803.00
Deposit	\$	6,062.50	\$	12,525.00	\$	4,989.86
Transfer Fee	\$	1,801.00	\$	4,736.00	\$	1,853.67
Miscellaneous	\$	14,349.25	\$	8,988.14	\$	7,096.63
TOTAL COLLECTED	\$	390,200.62	\$	364,558.99	\$	228,941.37
OVERPAYMENT	\$	17,472.21	\$	29,493.08	\$	11,779.65
TOTAL COLLECTED	\$	407,672.83	\$	394,052.07	\$	240,721.02
Water	\$	143,638.24	\$	180,774.36	\$	132,319.99
Sewer	\$	96,784.16	\$	96,461.66	\$	64,525.02
Garbage Tax	\$	7,194.00	\$	7,133.74	\$	4,595.58
Garbage	\$	87,073.97	\$	86,344.26	\$	55,587.20
Franchise Fee	\$	12,019.12	\$	13,860.50	\$	9,842.39
Voluntary Fire	\$	10,572.00	\$	10,536.00	\$	6,960.00
Grease Trap	\$	2,010.00	\$	2,010.00	\$	1,608.00
Deposit	\$	3,375.00	\$	6,775.00	\$	12,600.00
Transfer Fee	\$	1,545.00	\$	2,455.00	\$	3,880.00
Miscellaneous	\$	1,500.00	\$	2,515.22	\$	1,400.00
TOTAL BILLED	\$	365,711.49	\$	408,865.74	\$	293,318.18
				_		
Aged Receivables	۱ [74 000 65	•	E0 194 07	•	21 004 10
30 Days Arrears 60 Days Arrears	\$	74,088.65 19,958.00	\$	59,184.07 26,526.72	\$	31,904.10
90 Days Arrears	\$	9,775.99	\$		\$	20,195.13
Over 120 Days Arrears	1		\$	11,037.43	\$	6,113.08
Previous Month Overpymt	\$	29,172.67 (11,878.88)	\$	36,550.75 (19,539.74)	\$	12,535.33 (12,447.66)
Total Aged Receivables	\$	121,116.43	\$	113,759.23	\$	58,299.98
Current Month Overpymt	\$	(31,350.76)	\$	(27,716.33)	\$	(10,044.89)
TOTAL LESS OVERPYMT	\$	89,765.67	\$	86,042.90	\$	48,255.09
TOTAL RECEIVABLES	\$	455,477.16	\$	494,908.64	\$	341,573.27
	1					·
Deposit Liabilities	\$	373,170.00	\$	377,795.00	\$	257,370.00
Average Usage For Meters	1	5,376		6,545		6,781
	. —	5,576		3,310		0,101

	<u>January 11, 2025</u>					
	B031	B032	B053			
Occupied Single Family	1734	682	1206			
Vacant Single Family	12	2	17			
Multi-Family	0	0	0			
Commercial	4	9	4			
Builder	129	39	64			
Irrigation	26	33	16			
Rental Meters	15	0	0			
District Meters	3	0	0			
TOTAL CONNECTIONS	1923	765	1307			