



CITY OF IOWA COLONY

CITY COUNCIL MEETING

Monday, May 13, 2024
7:00 PM

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

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

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, MAY 13, 2024 IN THE IOWA COLONY CITY COUNCIL CHAMBERS, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Issue Certificates of Election and Administer the Oaths of Office to Councilmembers.
2. Proclamation declaring Municipal Clerks Week.
3. Proclamation declaring National Police Week and Peace Officer Memorial Day.

CITIZEN COMMENTS

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

PUBLIC HEARINGS

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

Approximately 10 acres of land on County Road 48, South ½ of Lots 190 & 191, Section 66, H.T. & B.R.R. Company Survey, A-560, Brazoria County, Texas.
5. Hold a public hearing to consider amending the Ellwood Planned Unit Development to realign Karsten Boulevard and to allow for 45' wide lots, generally located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

EXECUTIVE SESSION

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

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

POST EXECUTIVE SESSION

COUNCIL COMMENTS

STAFF REPORTS

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

ITEMS FOR CONSIDERATION

- [13.](#) Consideration and possible action on a resolution canvassing the returns and declaring the results of a special election held on May 4, 2024.
- [14.](#) Consideration and possible action on an ordinance approving Amendment No.1 to the Ellwood PUD.
- [15.](#) Consideration and possible action on an ordinance authorizing a natural gas franchise agreement with SiEnergy.
- [16.](#) Consideration and possible action authorizing a contract for services with SiEnvironmental.
- [17.](#) Consideration and possible action on an ordinance rezoning approximately 10 acres on Iowa Colony Blvd (CR 48) to Business Retail.
- [18.](#) Consideration and possible action on an ordinance establishing the City's Water and Sewer Rate Order.
- [19.](#) Consideration and possible action for variances and approval of the proposed 13.51-acre multifamily development in Sierra Vista.
20. Consideration and possible action on the Undine Rate Order Case (PUC Docket No. 56354).

CONSENT ORDINANCES – SECOND READING

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

- [21.](#) Consideration and possible action on an ordinance amending the truck route, designating a portion of Karsten Blvd. as No Thru Trucks, and re-opening the road for public use.
- [22.](#) Consideration and possible action on an ordinance assigning annexed areas to council districts.

CONSENT AGENDA


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

- [23.](#) Consider approval of the April 8, 2024 City Council worksession minutes.
- [24.](#) Consider approval of the April 8, 2024 City Council meeting minutes.

- 25. Consider approval of the April 22, 2024 City Council worksession minutes.
- 26. Consider acceptance of the Sterling Lakes North Section 1 Water and Sanitary Sewer Facilities into the one-year maintenance period.
- 27. Consider acceptance of the Sterling Lakes North Section 1 Storm and Paving Facilities into the one-year maintenance period.
- 28. Consider approval of Sterling Lakes North Section 1 Early Plat Disbursement No. 1.
- 29. Consider approval of Sterling Lakes North Section 2 Early Plat Disbursement No. 5.
- 30. Consider approval of Sterling Lakes North Section 4 Early Plat Disbursement No. 1.
- 31. Consider approval of a replat for a portion of Lot 64 of Emigration Land Survey Company.
- 32. Consider approval of Ellwood Detention Reserve A and B Final Plat.
- 33. Consider approval of Ellwood Detention Reserve C Final Plat.


ADJOURNMENT

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 May 10, 2024.


 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, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, do recognize the week of May 5 through May 11, 2024, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Kayleen Rosser and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 13th day of May 2024.

Wil Kennedy
Mayor of Iowa Colony, Texas



Proclamation for National Police Week

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Iowa Colony Police Department play an essential role in safeguarding the rights and freedoms of the residents and visitors of the City of Iowa Colony; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Iowa Colony Police Department unceasingly provide a vital public service.

NOW, THEREFORE, the Iowa Colony City Council calls upon all citizens of the City of Iowa Colony and upon all patriotic, civic, and educational organizations to observe the week of May 12 - 18, 2024 as Police Week with appropriate ceremonies and observances in which all our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, Texas, do hereby proclaim the week of May 12 - 18, 2024, as Police Week and call upon all citizens of Iowa Colony to observe the 15th day of May 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 13th Day of May, 2024.

Wil Kennedy
Mayor, City of Iowa Colony, Texas

**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON REZONING**

To be held on:

Public Hearing, May 7, 2024, at 7:00 p.m.

Public Hearing, May 13, 2024, at 7:00 p.m.

City Council Chambers

3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on May 7, 2024, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on May 13, 2024, each in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to Business and Retail:

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

All interested persons may be heard concerning this matter. A copy of the application for action by the City of Iowa Colony and a map of the area subject to this action are available for inspection by any person upon a reasonable request to the City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON AMENDING
ELLWOOD PLANNED UNIT DEVELOPMENT**

To be held on:

Public Hearing, May 7, 2024, at 7:00 p.m.

Public Hearing, May 13, 2024, at 7:00 p.m.

City Council Chambers

3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on May 7, 2024, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on May 13, 2024, each in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider amending the Ellwood Planned Unit Development to realign Karsten Boulevard and to allow for 45' wide lots, generally located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area.

All interested persons may be heard concerning this matter. A copy of the application for action by the City of Iowa Colony and a map of the area subject to this action are available for inspection by any person upon a reasonable request to the City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary



MONTHLY REPORT- April 2024

May 7, 2024

Mayor and Council,

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

Building Department

Inspections Conducted by BBG-Inspector

Building Inspections-	434
Plumbing Inspections -	545
Mechanical Inspections-	198
Electrical Inspections-	<u>404</u>
Total-	1581

Inspections Conducted by In-House City

Building Inspections	3
City Ordinance Violations-	66
PD assisted	16
Animal Control Violations-	<u>9</u>
Total-	94

Inspections paid to BBG for April 2023 total of 824 Inspections- \$18,540.00

March fees paid for Inspection services to BBG Consulting, Inc.:

March 2024, Total Inspections 1581

Total paid to BBG \$32,572.50

Building Department: 96 Plan reviews for construction were conducted.

4- Building 3- Commercial Build Out 4- Electrical 79- New Residential Pools-6

Permits Issued:

2023- 114

Other Permits- 22 New Homes- 79 Civil Projects- 13

2024- 190

Other Permits- 83 New Homes- 80 Civil Projects- 27

Permit Fees Collected:

2023- \$237,862.82

New Homes- \$148,973.62 Other Permit- \$12,132.47 Civil Projects- \$76,756.73

2024- \$477,835.06

New Homes- \$192,599.84 Other Permit- \$28,908.92 Civil Projects- \$256,326.30

Fire Marshals Report:

Nothing to report.

Thanks,



Albert Cantu,
Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

Item 8.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report March 2024

Offense	March 2024	April 2024
Burglary	0	1
Theft	0	5
Robbery	0	0
Total Index Crimes Reported	0	6
Reports Taken		
Misdemeanor	24	16
Felony	10	9
Charges Filed/Arrests		
Misdemeanor	19	6
Felony	4	3
Outside Agency Warrant Arrest	2	2
Traffic Enforcement		
Citations	304	447
Crash Investigations		
Minor Crashes	19	18
Major Crashes	3	2
Fatality Crashes	0	0
Calls for Service		
Alarms	36	30
Assist Other Agency	29	11
Disturbance	11	10
Other	134	160
Security Checks	287	264
Suspicious Activity/Persons	41	22

Significant Events

- April 4 – Officers were dispatched to the 2500 block of Topaz Hill Dr in reference to a theft. The complainant advised that approximately 112 sheets of sheetrock were stolen from a construction site. A report was generated.
- April 5 – Officers were dispatched to the 3900 block of Ballard Dr in reference a disturbance. Upon arrival it was found that an assault had occurred. An arrest was made and a report was generated.
- April 6 – Officers conducted a traffic stop on a vehicle in the area of SH 288/SH 6 for a traffic violation. It was found that the driver of the vehicle had outstanding warrants through Brazoria County. The driver was detained and turned over to a Brazoria County deputy.



IOWA COLONY POLICE DEPARTMENT

Item 8.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- April 13 – Officers were dispatched to the 130 block of Kiowa Ct. in reference to a burglary of a building. The complaint found someone had entered his storage shed and stolen items. A report was generated.
- April 13 – Officers conducted a traffic stop on a vehicle in the 4000 block of Meridiana Pkwy for a traffic violation. It was found that the driver of the vehicle had outstanding warrants through Colorado County. The driver was arrested and transported to the Brazoria County jail.
- April 14 – Officers were dispatched to the 10800 block of Rosemary for a loud noise complaint. During the investigation an individual interfered with the investigation. While being detained the individual resisted and was arrested. A report was generated.
- April 15 – Officers were patrolling the area of the 8800 block of Topaz Hill Ln and located an unoccupied vehicle backed into the driveway of a residence under construction. While checking around the area an individual was located. While speaking with the individual he was found to be intoxicated. An arrest was made and a report was generated.
- April 18 – Officers were dispatched to the 2800 block of Peridot Dr in reference to a theft. The complainant advised several windows were stolen from a construction site. A report was generated.
- April 19 – Officers conducted a traffic stop on a vehicle in the area of SH 288/CR 62 for a traffic violation. During the stop it was determined the driver was intoxicated. An arrest was made and a report was generated.
- April 25 – Officers conducted a traffic stop on a vehicle in the area of SH 288/Davenport Pkwy for a traffic violation. During the stop it was determined the driver was intoxicated. An arrest was made and a report was generated.
- April 27 – Officers conducted a traffic stop on a vehicle in the area of Meridiana Pkwy/Observation Way for a traffic violation. During the stop it was determined the driver was intoxicated. An arrest was made and a report was generated.
- April 28 – Officers conducted a traffic stop on a vehicle in the area of SH 288/Cedar Rapids Pkwy for a traffic violation. During the stop it was determined the driver was intoxicated. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 4/1/2024 to 4/30/2024

5/6/2024 8:41

Item 9.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
295	2	4	0	3	304

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$13,157.19	\$19,936.29	\$6,371.60	\$578.91	\$708.01	\$40,752.00

Warrants

Issued	Served	Closed	Total
0	0	2	2

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
40	0	41	9	98	188

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A	Street SIGNAGE				
1	Duke Rd @Ames blvd	Strighten Post			4/2/2024
2	Duke Rd @Ames blvd	Add new street sign			4/2/2024
3	Duke Rd @Ames blvd	Add new hardware			4/2/2024
4	Franklin Way @Tesla Rd	Add new street sign			4/2/2024
5	Franklin Way @Tesla Rd	Add new street sign			4/2/2024
6	Franklin Way @Tesla Rd	Add new hardware			4/2/2024
7	Country Medows Trl @ Pursley Blvd	Add new street sign			4/2/2024
8	Country Medows Trl @ Pursley Blvd	Add new street sign			4/2/2024
9	Country Medows Trl @ Pursley Blvd	Add new hardware			4/2/2024
10	Country Medows Trl @ Pursley Blvd	Strighten Post			4/2/2024
11	CR 48 @ CR53	Add new hardware			4/3/2024
12	CR 48 @ CR53	Add new street sign			4/3/2024
13	Meridiana Pkwy @ Iowa Colony blvd	Added new post			4/4/2024
14	Meridiana Pkwy @ Iowa Colony blvd	Added new School zone sign			4/4/2024
15	Iowa Colony Blvd @Meridiana	Added new post			4/4/2024
16	Iowa Colony Blvd @Meridiana	Added new School zone sign			4/4/2024
17	Carsun Ln @ Humboldt Trls	Strighten Post			4/10/2024
18	Brister Pkwy @ Iowa Colony Blvd	Stop sign down			4/15/2024
19	Karsten Rd	Set new Post			17-Apr
20	Karsten Rd	Set new Post			17-Apr
21	Karsten Rd	Set new Post			4/17/2024
22	Karsten Rd	Set new Post			17-Apr
23	Karsten Rd	Set new Post			4/17/2024
25	Karsten Rd	Set new Post			4/17/2024
26	Karsten Rd	Set new Post			4/17/2024
27	Karsten Rd	40 M.P.H			4/17/2024
28	Karsten Rd	40 M.P.H			17-Apr
29	Karsten Rd	40 M.P.H			17-Apr
30	Karsten Rd	40 M.P.H			4/17/2024
31	Karsten Rd	No Truck Thu			17-Apr
32	Karsten Rd	No Truck Thu			
77					
78					
B.	DEBRIS REMOVAL				
1	Iowa Colony Blvd @ Monet	Trash Pick up			4/4/2024
2	Iowa Colony Blvd @ FCR 79	Trash Pick up			4/4/2024
3	Thoreou	Remove concrete for road			4/10/2024
4	Meridiana Pkwy @ 288 (N)	trash over the road	Call Txdot		4/10/2024
5	4602 Ballard	Tree in the road			4/10/2024
6	Bullard Pkwy@ pursley Dr	Tree over the road			4/10/2024
7	Ames	Tree over the road			4/10/2024
8	Thoreou Dr	Concrete in the road			4/10/2024
9	Public Works	Cut Trees			4/30/2024
10					
11					
28					
29					
C.	MOWING/TREE TRIMMING				

1	Meridiana Pkwy	Trees in the road		<input type="checkbox"/>	4/8/2024
2	Bullard Pkwy@ pursley Dr	Tree in the road			4/9/2024
3	Bullard Pkwy@ pursley Dr	Removing tree out of the road			4/9/2024
4	City Of Iowa Colony	Cut grass around the City		<input type="checkbox"/>	4/9/2024
5	City Of Iowa Colony	Cut grass around the City		<input type="checkbox"/>	4/10/2024
6	Public Works	Cut grass around the City		<input type="checkbox"/>	4/18/2024
7	City Hall	Cut grass around the City		<input type="checkbox"/>	4/22/2024
8	City Land 524B	Cut grass		<input type="checkbox"/>	4/23/2024
11					
12					
D	STREET REPAIRS				
1	Bullard Pkwy@ pursley Dr	Rebuilding of Road		<input type="checkbox"/>	4/11/2024
2	Ames @ Sterling Lake W. Dr	Preping road for striping		<input type="checkbox"/>	4/10/2024
3	CR 62 @ Ames	Fill Potholds	Email County for repairs April 23	<input type="checkbox"/>	4/11/2024
4	Karten Blvd	Road blocked signs		<input type="checkbox"/>	4/14/2024
5	Karten Blvd	Road blocked signs		<input type="checkbox"/>	4/16/2024
6	Pursely Blvd	Potholes		<input type="checkbox"/>	4/29/2024
16					
17					
	Ditch Drainage issue				
8					
9					
10					
	Parks				
1	City Park	Trash Pick up		<input type="checkbox"/>	4/2/2024
2	City Park	Clean Restrooms		<input type="checkbox"/>	4/2/2024
3	City Park	Trash Pick up	At the baseball fields	<input type="checkbox"/>	4/2/2024
4	City Park	Fix Water Sprinklers	At the baseball fields	<input type="checkbox"/>	4/11/2024
5	City Park	Grass Cut		<input type="checkbox"/>	4/10/2024
6	City Park	turn water off	At the baseball fields	<input type="checkbox"/>	4/14/2024
7	City park	Trash Pick up		<input type="checkbox"/>	4/15/2024
8	City Park	Repair the water sprinkler		<input type="checkbox"/>	16-Apr
9	City Park	Grass Cut		<input type="checkbox"/>	4/22/2024
	Miscellaneous Works				
1	Ocean Dr @ Lake Ct	Street Light out	707967	<input type="checkbox"/>	4/3/2024
2	Balboa Dr	Street Light out	755400	<input type="checkbox"/>	4/3/2024
3	Discovery Dr. @ Threau	Street Light leaning	731424	<input type="checkbox"/>	4/10/2024
4	Courts	Add Locks		<input type="checkbox"/>	4/24/2024

MEMORANDUM

Date: May 1, 2024
To: Planning Commission Members
From: Dinh V. Ho, P.E.
RE: City of Iowa Colony Planning & Zoning Commission Meeting, May 2024
CC: Mayor Wil Kennedy, Robert Hemminger, Kayleen Rosser

Below is a summary of the Engineer's recommendations for agenda items for Planning and Zoning Meeting on May 7, 2024:

- 5. Application for Amendment to Official Zoning District Map**

 - a. William Blake and Cheryl Blake, The Dawg House Trust
 - b. +/- 10 acre of South ½ of Tract 190 and 191 of the H.T. & B.R.R Company's Subdivision, Section 66 of the H.T. and B.R.R Company's Survey, Abstract 560
Recommendation: Approve per Letter of Recommendation

- 6. Ellwood PUD Amendment No. 1**

 - a. *Recommendation: Approve per Letter of Recommendation*

- 7. Ellwood Detention Reserves A and B Final Plat**

 - a. 24.70 acres of Reserves
Recommendation: Approve per Letter of Recommendation

- 8. Ellwood Detention Reserve C Final Plat**

 - a. 9.111 acres of Reserves
Recommendation: Approve per Letter of Recommendation

- 9. Replat of a Portion of Lot 64 of the Emigration Land Company Subdivision**

 - a. 8.903 acres, 3 lots
Recommendation: Approve per Letter of Recommendation

- 10. Sterling Lakes North Section 7 Final Plat**

 - a. 36.01 acres, 118 Lots, 2 Reserves, 4 Blocks
Recommendation: Approve per Letter of Recommendation

- 11. Sterling Lakes North Section 8 Final Plat**

 - a. 22.19 acres, 90 Lots, 5 Reserves, 3 Blocks
Recommendation: Approve per Letter of Recommendation

- 12. Alliance Realty Partners**

 - a. 13.51-acre tract, Part of Amended to Development Agreement for Sterling Lakes and Sierra Vista
 - b. *Recommendation to Approve per Staff Memo*

13. Crystal Entertainment District

- a. *Proposed +/- 116 acre Entertainment PUD*
 - i. *Masterplan to include the following:*
 1. *Crystal Lagoon Development*
 2. *Commercial Development*
 3. *Hotels*
 4. *Multifamily and Condos*
 5. *Townhome Area*

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

5/7/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	5,510,875.60	
	10-1003	First State Bank - Manvel	(3,340.97)	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,290.33	
	10-1006	TexStar CD	2,627,601.90	
	10-1007	Veritex - CD 5471	103,393.18	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1111	Sales Tax Receivable	105,613.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,646.00	
	10-1115	Property Tax Receivable - P & I	10,334.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	Total Assets		<u>8,552,413.62</u>	<u>8,552,413.62</u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

5/7/2024

Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	105,575.96	
	10-2001	Accounts Payable at Year End	39,622.47	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	1,388.92	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	32,333.92	
	10-2206	Texas Workforce Commission Payable	(2,547.67)	
	10-2207	Health & Life Insurance Payable	(4,695.09)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	58,568.45	
	10-2301	Collections	522.30	
	10-2304	Credit Card Fee	1,403.87	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2501	Baseball Field Reserve	13,071.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2533	Police Training Fund	0.01	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	420,050.23	
	10-2543	Early Plat - Sterling Lakes North Sec 1	383,828.10	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	1,061,410.50	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2606	Due to ARPA Fund	0.20	
	10-2608	Due to Court Tech Fund	(79.00)	
	10-7001	Transfer to Vehicle Replacement	(77,000.00)	
	Total Liabilities		<u>3,854,367.60</u>	

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
	10-3000	Fund Balance	633,149.37	
	10-3002	Fund Balance Assigned	600,000.00	
	Total Fund Balance		<u>1,233,149.37</u>	
		Total Revenue	7,609,240.75	
		Total Expenses	<u>4,141,359.42</u>	
		Current Year Increase (Decrease)	3,464,896.65	
		Fund Balance Total	1,233,149.37	
		Current Year Increase (Decrease)	<u>3,464,896.65</u>	
		Total Fund Balance/Equity	<u>4,698,046.02</u>	
	Total Liabilities & Fund Balance			<u><u>8,552,413.62</u></u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(131,557.00)	
	11-1002	Retainer Account	1,965,804.30	
	Total Assets		1,834,247.30	
				1,834,247.30

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,325.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(13,693.87)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(47,206.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	208.00	
	11-2513	Sierra Vista - Land Tejas	1,748.10	
	11-2514	Sierra Vista West - Land Tejas	24,862.65	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	7,537.50	
	11-2536	Rally 288 West PUD	9,427.97	
	11-2537	Southern Star PUD	5,881.21	
	11-2538	PUD Hines Investments	(7,255.00)	
	11-2539	SVW Entertainment Dist PUD	(780.48)	
	11-2541	Extension of Ames Blvd Project	1,463,787.50	
	Total Liabilities		<u>1,834,246.31</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	<u>0.99</u>	
		Total Fund Balance/Equity	<u>0.99</u>	
	Total Liabilities & Fund Balance			<u><u>1,834,247.30</u></u>

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(3,258,404.10)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	6,376,623.32	
	12-4915	Investment Fair Value Adjustment	(204,631.00)	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		<u>4,467,672.38</u>	
				<u><u>4,467,672.38</u></u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	552,057.04	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		<u>569,293.29</u>	
Fund Balance				
	12-3000	Fund Balance	<u>5,972,564.82</u>	
	Total Fund Balance		<u>5,972,564.82</u>	
		Total Revenue	212,642.48	
		Total Expenses	<u>2,286,828.21</u>	
		Current Year Increase (Decrease)	(2,074,185.73)	
		Fund Balance Total	5,972,564.82	
		Current Year Increase (Decrease)	<u>(2,074,185.73)</u>	
		Total Fund Balance/Equity	<u>3,898,379.09</u>	
	Total Liabilities & Fund Balance			<u><u>4,467,672.38</u></u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	56,698.97	
	20-1013	TexStar - Crime Control	440,767.60	
	20-1301	Due from General Fund	(3,993.01)	
	20-1302	Sales Tax Receivable Crime Prevention District	43,273.00	
	Total Assets		<u>536,746.56</u>	
				<u><u>536,746.56</u></u>

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	201.75	
	20-2001	Accounts Payable at Year End	976.17	
	Total Liabilities		<u>1,177.92</u>	
Fund Balance				
	20-3000	Fund Balance	<u>460,394.17</u>	
	Total Fund Balance		<u>460,394.17</u>	
		Total Revenue	174,467.97	
		Total Expenses	<u>107,679.06</u>	
		Current Year Increase (Decrease)	75,174.47	
		Fund Balance Total	460,394.17	
		Current Year Increase (Decrease)	<u>75,174.47</u>	
		Total Fund Balance/Equity	<u>535,568.64</u>	
	Total Liabilities & Fund Balance			<u><u>536,746.56</u></u>

City of Iowa Colony
 Balance Sheet
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Item 12.

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

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

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

City of Iowa Colony
 Balance Sheet
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Item 12.

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

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

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

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(278,114.92)	
	35-1101	Grant / Funding Account	(0.25)	
	Total Assets		<u>(278,115.17)</u>	<u>(278,115.17)</u>

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Liabilities				
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2532	Road Works Fund	(228,115.04)	
	Total Liabilities		(228,115.29)	
Fund Balance				
	35-3000	Fund Balance	(49,999.88)	
	Total Fund Balance		(49,999.88)	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	(49,999.88)	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	(49,999.88)	
	Total Liabilities & Fund Balance			(278,115.17)

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	6,328.22	
	Total Assets		<u>6,328.22</u>	<u>6,328.22</u>

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	200.00	
	Total Liabilities		<u>200.00</u>	
Fund Balance				
	36-3000	Fund Balance	1,745.76	
	Total Fund Balance		<u>1,745.76</u>	
		Total Revenue	4,582.46	
		Total Expenses	<u>200.00</u>	
		Current Year Increase (Decrease)	4,382.46	
		Fund Balance Total	1,745.76	
		Current Year Increase (Decrease)	<u>4,382.46</u>	
		Total Fund Balance/Equity	<u>6,128.22</u>	
	Total Liabilities & Fund Balance			<u><u>6,328.22</u></u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	16,238.03	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		<u>16,159.03</u>	<u>16,159.03</u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	11,448.42	
		Total Fund Balance	11,448.42	
		Total Revenue	4,869.06	
		Total Expenses	158.90	
		Current Year Increase (Decrease)	4,710.61	
		Fund Balance Total	11,448.42	
		Current Year Increase (Decrease)	4,710.61	
		Total Fund Balance/Equity	16,159.03	
		Total Liabilities & Fund Balance		16,159.03

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	27,923.36	
	Total Assets		<u>27,923.36</u>	<u>27,923.36</u>

City of Iowa Colony
 Balance Sheet
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Item 12.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	22,035.61	
		Total Fund Balance	22,035.61	
		Total Revenue	5,960.79	
		Total Expenses	73.40	
		Current Year Increase (Decrease)	5,887.75	
		Fund Balance Total	22,035.61	
		Current Year Increase (Decrease)	5,887.75	
		Total Fund Balance/Equity	27,923.36	
		Total Liabilities & Fund Balance		27,923.36

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

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

City of Iowa Colony
 Balance Sheet
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Item 12.

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

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(141,702.42)	
	50-1014	TexStar - Veh Rep Fund	336,400.92	
	Total Assets		<u>194,698.50</u>	
				<u><u>194,698.50</u></u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	286,622.08	
		Total Fund Balance	286,622.08	
		Total Revenue	9,400.92	
		Total Expenses	101,324.50	
		Current Year Increase (Decrease)	(91,923.58)	
		Fund Balance Total	286,622.08	
		Current Year Increase (Decrease)	(91,923.58)	
		Total Fund Balance/Equity	194,698.50	
		Total Liabilities & Fund Balance		194,698.50

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	2,924,581.43	
	99-1210	Due From General Fund	(61,720.04)	
	99-1220	Due From Crime Prevention District Fund	256.75	
	Total Assets		<u>2,863,118.14</u>	<u>2,863,118.14</u>

City of Iowa Colony
 Balance Sheet
 As of April 30, 2024

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Item 12.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	(61,463.29)	
	99-2110	Due To General Fund	12,516,012.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2999	Due To Other Funds	(10,653,130.57)	
	Total Liabilities		<u>2,863,118.14</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	<u>0.00</u>	
		Total Fund Balance/Equity	<u>0.00</u>	
	Total Liabilities & Fund Balance			<u><u>2,863,118.14</u></u>

City of Iowa Colony
Financial Statement
As of April 30, 2024

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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	41,248.92	45,315.20	(4,066.28)	378,894.11	544,000.00	69.65%	165,105.89
Property Tax	46,097.38	260,262.52	(214,165.14)	3,828,675.64	3,124,400.00	122.54%	(704,275.64)
Miscellaneous	24,937.77	123,405.89	(98,468.12)	589,307.94	1,481,450.00	39.78%	892,142.06
License & Permits	506,735.06	183,597.65	323,137.41	2,183,548.14	2,204,000.00	99.07%	20,451.86
Business & Franchise	19,482.56	25,825.00	(6,342.44)	424,130.25	310,000.00	136.82%	(114,130.25)
Fines & Forfeitures	26,417.19	23,782.17	2,635.02	204,434.86	285,500.00	71.61%	81,065.14
Grant Income	249.81	0.00	249.81	249.81	0.00	0.00%	(249.81)
Revenue Totals	<u>665,168.69</u>	<u>662,188.43</u>	<u>2,980.26</u>	<u>7,609,240.75</u>	<u>7,949,350.00</u>	<u>95.72%</u>	<u>340,109.25</u>
Expense Summary							
Personnel Services	216,430.08	262,085.50	(45,655.42)	1,533,361.97	3,146,250.00	48.74%	1,612,888.03
Professional/Contract Services	82,140.87	149,822.35	(67,681.48)	1,556,918.56	1,798,400.00	86.57%	241,481.44
Materials & Supplies	13,833.74	36,987.06	(23,153.32)	216,372.19	443,900.00	48.74%	227,527.81
Services	10,265.71	34,170.86	(23,905.15)	801,459.90	410,200.00	195.38%	(391,259.90)
Capital Outlay	0.00	37,490.00	(37,490.00)	33,246.80	450,000.00	7.39%	416,753.20
Expense Totals	<u>322,670.40</u>	<u>520,555.77</u>	<u>(197,885.37)</u>	<u>4,141,359.42</u>	<u>6,248,750.00</u>	<u>66.28%</u>	<u>2,107,390.58</u>

City of Iowa Colony
Financial Statement
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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	461.37	333.20	128.17	3,645.81	4,000.00	91.15%	354.19
10-4110 City Sales Tax	40,787.55	44,982.00	(4,194.45)	375,248.30	540,000.00	69.49%	164,751.70
Sales Tax Totals	41,248.92	45,315.20	(4,066.28)	378,894.11	544,000.00	69.65%	165,105.89
Property Tax							
10-4120 Property Tax	49,737.20	194,089.00	(144,351.80)	2,295,434.44	2,330,000.00	98.52%	34,565.56
10-4121 Delinquent Property Tax	(3,639.82)	1,249.50	(4,889.32)	(7,942.30)	15,000.00	(52.95%)	22,942.30
10-4135 Property Tax MUD 31 - 70%	0.00	64,924.02	(64,924.02)	739,886.31	779,400.00	94.93%	39,513.69
10-4139 Admin Fee Revenue	0.00	0.00	0.00	801,297.19	0.00	0.00%	(801,297.19)
Property Tax Totals	46,097.38	260,262.52	(214,165.14)	3,828,675.64	3,124,400.00	122.54%	(704,275.64)
Miscellaneous							
10-4124 Accident Reports	45.00	12.50	32.50	250.00	150.00	166.67%	(100.00)
10-4134 Intermodel Ship Container	5,470.56	250.00	5,220.56	5,470.56	3,000.00	182.35%	(2,470.56)
10-4140 Intergovernmental receipts from	0.00	0.00	0.00	302,000.00	0.00	0.00%	(302,000.00)
10-4910 Interest Income	11,408.74	10,412.50	996.24	93,242.48	125,000.00	74.59%	31,757.52
10-4911 Other Revenue	1,013.47	110,230.89	(109,217.42)	135,170.54	1,323,300.00	10.21%	1,188,129.46
10-4912 Donations/Sponsorships	7,000.00	2,500.00	4,500.00	53,174.36	30,000.00	177.25%	(23,174.36)
Miscellaneous Totals	24,937.77	123,405.89	(98,468.12)	589,307.94	1,481,450.00	39.78%	892,142.06
License & Permits							
10-4201 Building Construction Permits	181,083.25	99,960.00	81,123.25	833,315.15	1,200,000.00	69.44%	366,684.85
10-4202 Trade Fees	6,626.51	8,333.33	(1,706.82)	41,067.31	100,000.00	41.07%	58,932.69
10-4203 Reinspection Fees	7,500.00	2,082.50	5,417.50	44,850.00	25,000.00	179.40%	(19,850.00)
10-4204 Signs	100.00	83.30	16.70	100.00	1,000.00	10.00%	900.00
10-4205 Property Improvement Permits	439.00	166.60	272.40	2,887.15	2,000.00	144.36%	(887.15)
10-4206 Dirt Work Permits	250.00	83.33	166.67	250.00	1,000.00	25.00%	750.00

City of Iowa Colony
Financial Statement
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Item 12.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4207 Driveway Permits	0.00	125.00	(125.00)	500.00	1,500.00	33.33%	1,000.00
10-4210 Culvert Permit	200.00	41.67	158.33	200.00	500.00	40.00%	300.00
10-4211 Commercial Vehicle Permit	0.00	250.00	(250.00)	1,100.00	3,000.00	36.67%	1,900.00
10-4212 Park Use Permit	50.00	83.33	(33.33)	450.00	1,000.00	45.00%	550.00
10-4213 Mobile Food Unit Permit	1,050.00	83.33	966.67	2,825.00	1,000.00	282.50%	(1,825.00)
10-4301 Preliminary Plat Fees	4,540.00	6,247.50	(1,707.50)	61,890.00	75,000.00	82.52%	13,110.00
10-4302 Final Plat Fees	13,080.00	2,915.50	10,164.50	44,440.00	35,000.00	126.97%	(9,440.00)
10-4303 Abbreviated Plat Fees	3,120.00	2,083.33	1,036.67	8,280.00	25,000.00	33.12%	16,720.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	70,606.22	80,000.00	88.26%	9,393.78
10-4401 Infrastructure Plan Review Fee	33,975.64	16,660.00	17,315.64	198,668.70	200,000.00	99.33%	1,331.30
10-4403 Civil Site Plan Review Fee	230,910.66	37,485.00	193,425.66	768,533.61	450,000.00	170.79%	(318,533.61)
10-4501 Rezoning Fees	0.00	166.60	(166.60)	2,000.00	2,000.00	100.00%	0.00
10-4502 ROW Plan Review Fee	250.00	0.00	250.00	1,000.00	0.00	0.00%	(1,000.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-4504 Water Meter Fees	23,560.00	0.00	23,560.00	100,585.00	0.00	0.00%	(100,585.00)
License & Permits Totals	506,735.06	183,597.65	323,137.41	2,183,548.14	2,204,000.00	99.07%	20,451.86
Business & Franchise							
10-4601 Franchise Tax - Electric	19,482.56	20,825.00	(1,342.44)	312,471.39	250,000.00	124.99%	(62,471.39)
10-4602 Franchise Tax - Gas	0.00	2,916.67	(2,916.67)	100,000.00	35,000.00	285.71%	(65,000.00)
10-4603 Telecommunication Fee - Sales	0.00	2,083.33	(2,083.33)	11,658.86	25,000.00	46.64%	13,341.14
Business & Franchise Totals	19,482.56	25,825.00	(6,342.44)	424,130.25	310,000.00	136.82%	(114,130.25)
Fines & Forfeitures							
10-4701 Citations/Warrants	6,401.98	18,742.50	(12,340.52)	50,776.10	225,000.00	22.57%	174,223.90
10-4703 Municipal Jury Funds	14.40	0.00	14.40	121.52	0.00	0.00%	(121.52)

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4704 Local Truancy Prevention	191.89	0.00	191.89	4,879.69	0.00	0.00%	(4,879.69)
10-4705 Time Payment Reimbursement	45.00	41.67	3.33	375.00	500.00	75.00%	125.00
10-4709 Court Costs	19,763.92	4,998.00	14,765.92	148,282.55	60,000.00	247.14%	(88,282.55)
Fines & Forfeitures Totals	<u>26,417.19</u>	<u>23,782.17</u>	<u>2,635.02</u>	<u>204,434.86</u>	<u>285,500.00</u>	<u>71.61%</u>	<u>81,065.14</u>
Grant Income							
10-4803 State & Federal Grants	<u>249.81</u>	<u>0.00</u>	<u>249.81</u>	<u>249.81</u>	<u>0.00</u>	<u>0.00%</u>	<u>(249.81)</u>
Grant Income Totals	<u>249.81</u>	<u>0.00</u>	<u>249.81</u>	<u>249.81</u>	<u>0.00</u>	<u>0.00%</u>	<u>(249.81)</u>
Revenue Totals	<u><u>665,168.69</u></u>	<u><u>662,188.43</u></u>	<u><u>2,980.26</u></u>	<u><u>7,609,240.75</u></u>	<u><u>7,949,350.00</u></u>	<u><u>95.72%</u></u>	<u><u>340,109.25</u></u>

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,266.24	7,164.57	(3,898.33)	48,608.27	86,000.00	56.52%	37,391.73
Personnel Services	54,720.08	62,647.82	(7,927.74)	342,120.92	752,050.00	45.49%	409,929.08
Professional/Contract Services	19,313.92	23,082.84	(3,768.92)	215,230.29	277,100.00	77.67%	61,869.71
Services	3,034.57	6,173.06	(3,138.49)	18,661.33	74,100.00	25.18%	55,438.67
Administration Totals	80,334.81	99,068.29	(18,733.48)	624,620.81	1,189,250.00	52.52%	564,629.19

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	559.32	2,149.27	(1,589.95)	11,491.09	25,800.00	44.54%	14,308.91
Personnel Services	16,502.93	17,852.94	(1,350.01)	102,343.38	214,320.00	47.75%	111,976.62
Professional/Contract Services	1,467.41	541.47	925.94	5,632.18	6,500.00	86.65%	867.82
Finance Totals	18,529.66	20,543.68	(2,014.02)	119,466.65	246,620.00	48.44%	127,153.35

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,647.19	9,049.22	(6,402.03)	69,681.99	108,600.00	64.16%	38,918.01
Personnel Services	108,921.30	123,642.14	(14,720.84)	779,662.63	1,484,290.00	52.53%	704,627.37
Professional/Contract Services	460.00	83.33	376.67	938.14	1,000.00	93.81%	61.86
Services	6,514.34	8,996.60	(2,482.26)	39,276.32	108,000.00	36.37%	68,723.68
Police Totals	118,542.83	141,771.29	(23,228.46)	889,559.08	1,701,890.00	52.27%	812,330.92

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	491.53	(491.53)	2,468.37	5,900.00	41.84%	3,431.63

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Personnel Services	462.25	6,365.76	(5,903.51)	35,065.65	76,420.00	45.89%	41,354.35
Professional/Contract Services	0.00	483.20	(483.20)	2,238.11	5,800.00	38.59%	3,561.89
Services	257.10	833.06	(575.96)	1,178.66	10,000.00	11.79%	8,821.34
Animal Control Totals	<u>719.35</u>	<u>8,173.55</u>	<u>(7,454.20)</u>	<u>40,950.79</u>	<u>98,120.00</u>	<u>41.74%</u>	<u>57,169.21</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Professional/Contract Services	65.98	666.67	(600.69)	142.98	8,000.00	1.79%	7,857.02
Emergency Management Totals	<u>65.98</u>	<u>916.67</u>	<u>(850.69)</u>	<u>142.98</u>	<u>11,000.00</u>	<u>1.30%</u>	<u>10,857.02</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	212.15	982.99	(770.84)	6,665.59	11,800.00	56.49%	5,134.41
Personnel Services	11,151.06	13,143.13	(1,992.07)	83,211.25	157,780.00	52.74%	74,568.75
Professional/Contract Services	5,550.00	8,123.80	(2,573.80)	49,230.85	97,500.00	50.49%	48,269.15
Municipal Court Totals	<u>16,913.21</u>	<u>22,249.92</u>	<u>(5,336.71)</u>	<u>139,107.69</u>	<u>267,080.00</u>	<u>52.08%</u>	<u>127,972.31</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,564.73	6,791.49	(4,226.76)	15,587.99	81,500.00	19.13%	65,912.01
Personnel Services	8,255.97	21,045.71	(12,789.74)	70,495.24	252,650.00	27.90%	182,154.76
Professional/Contract Services	9,900.00	29,738.34	(19,838.34)	32,410.16	357,000.00	9.08%	324,589.84
Services	206.60	2,382.73	(2,176.13)	1,408.62	28,600.00	4.93%	27,191.38
Public Works Totals	<u>20,927.30</u>	<u>59,958.27</u>	<u>(39,030.97)</u>	<u>119,902.01</u>	<u>719,750.00</u>	<u>16.66%</u>	<u>599,847.99</u>

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	4,400.00	7,541.58	(3,141.58)	40,621.32	90,500.00	44.89%	49,878.68
Professional/Contract Services	0.00	6,000.00	(6,000.00)	42,598.58	72,000.00	59.16%	29,401.42
Parks & Recreation Totals	<u>4,400.00</u>	<u>13,541.58</u>	<u>(9,141.58)</u>	<u>83,219.90</u>	<u>162,500.00</u>	<u>51.21%</u>	<u>79,280.10</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	49.13	1,391.63	(1,342.50)	14,371.60	16,700.00	86.06%	2,328.40
Personnel Services	5,444.72	6,008.40	(563.68)	40,027.02	72,130.00	55.49%	32,102.98
Professional/Contract Services	9,231.07	59,611.20	(50,380.13)	999,383.33	715,500.00	139.68%	(283,883.33)
Services	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	<u>14,724.92</u>	<u>81,963.58</u>	<u>(67,238.66)</u>	<u>1,793,668.26</u>	<u>983,830.00</u>	<u>182.31%</u>	<u>(809,838.26)</u>

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	134.98	1,174.78	(1,039.80)	6,875.97	14,100.00	48.77%	7,224.03
Personnel Services	10,971.77	11,379.60	(407.83)	80,435.88	136,610.00	58.88%	56,174.12
Professional/Contract Services	36,152.49	21,491.50	14,660.99	209,113.94	258,000.00	81.05%	48,886.06
Services	253.10	833.06	(579.96)	1,048.66	10,000.00	10.49%	8,951.34
Fire Marshal/Building Official Totals	<u>47,512.34</u>	<u>34,878.94</u>	<u>12,633.40</u>	<u>297,474.45</u>	<u>418,710.00</u>	<u>71.05%</u>	<u>121,235.55</u>

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	37,490.00	(37,490.00)	33,246.80	450,000.00	7.39%	416,753.20

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Capital and Planning Projects Totals	<u>0.00</u>	<u>37,490.00</u>	<u>(37,490.00)</u>	<u>33,246.80</u>	<u>450,000.00</u>	<u>7.39%</u>	<u>416,753.20</u>
Expense Total	<u>322,670.40</u>	<u>520,555.77</u>	<u>(197,885.37)</u>	<u>4,141,359.42</u>	<u>6,248,750.00</u>	<u>66.28%</u>	<u>2,107,390.58</u>

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	40,228.00	44,680.45	(4,452.45)	256,386.40	536,380.00	47.80%	279,993.60
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	3,085.14	3,418.63	(333.49)	17,354.62	41,040.00	42.29%	23,685.38
10-10-5107 TMRS	4,599.29	4,915.53	(316.24)	29,561.94	59,010.00	50.10%	29,448.06
10-10-5108 Health & Life Insurance	4,370.59	3,998.40	372.19	24,708.97	48,000.00	51.48%	23,291.03
10-10-5109 Worker's Comp	253.70	315.70	(62.00)	753.10	3,790.00	19.87%	3,036.90
10-10-5110 Texas Workforce Commission	599.52	19.15	580.37	997.09	230.00	433.52%	(767.09)
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	4,153.80	7,200.00	57.69%	3,046.20
10-10-5112 457(b) Reimbursement	1,030.00	875.00	155.00	7,725.00	10,500.00	73.57%	2,775.00
10-10-5114 Benefits Admin Fees	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-10-5115 Longevity Pay	0.00	44.98	(44.98)	480.00	540.00	88.89%	60.00
10-10-5201 Legal Services	0.00	2,915.50	(2,915.50)	1,747.50	35,000.00	4.99%	33,252.50
10-10-5202 Audit Services	0.00	4,165.00	(4,165.00)	57,700.00	50,000.00	115.40%	(7,700.00)
10-10-5206 Professional Services	10,390.20	4,998.00	5,392.20	84,889.77	60,000.00	141.48%	(24,889.77)
10-10-5210 Election Expenses	1,047.59	666.67	380.92	3,047.59	8,000.00	38.09%	4,952.41
10-10-5211 Bank Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5212 Credit Card Processing Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	0.00	583.10	(583.10)	1,865.32	7,000.00	26.65%	5,134.68
10-10-5215 BCAD Fee	0.00	2,332.40	(2,332.40)	20,692.44	28,000.00	73.90%	7,307.56
10-10-5217 Professional Cleaning Services	2,000.00	2,082.50	(82.50)	12,800.00	25,000.00	51.20%	12,200.00
10-10-5221 Website Administration	0.00	499.80	(499.80)	1,325.00	6,000.00	22.08%	4,675.00
10-10-5223 Training & Travel	1,195.70	3,665.20	(2,469.50)	12,203.14	44,000.00	27.73%	31,796.86
10-10-5224 Dues & Subscriptions	60.00	291.67	(231.67)	5,392.28	3,500.00	154.07%	(1,892.28)
10-10-5225 Seminars & Meetings	4,620.43	583.10	4,037.33	13,567.25	7,000.00	193.82%	(6,567.25)
10-10-5227 Legislative Affairs	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5228 Tax Appraisal & Collection	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-10-5301 Office Supplies	237.99	1,166.67	(928.68)	10,007.48	14,000.00	71.48%	3,992.52
10-10-5302 Janitorial Supplies	25.95	333.33	(307.38)	802.99	4,000.00	20.07%	3,197.01
10-10-5309 Uniforms	0.00	166.67	(166.67)	2,537.91	2,000.00	126.90%	(537.91)
10-10-5310 Postage	150.38	83.33	67.05	988.18	1,000.00	98.82%	11.82
10-10-5311 Building Repairs &	989.00	1,249.50	(260.50)	11,288.41	15,000.00	75.26%	3,711.59
10-10-5312 Recognition,	38.96	249.90	(210.94)	2,296.22	3,000.00	76.54%	703.78
10-10-5314 Computer & Technology	0.00	999.60	(999.60)	2,352.74	12,000.00	19.61%	9,647.26
10-10-5315 Computer Software/License	1,239.26	2,082.50	(843.24)	14,582.89	25,000.00	58.33%	10,417.11
10-10-5317 Equipment & Other Rentals	584.70	499.80	84.90	3,751.45	6,000.00	62.52%	2,248.55
10-10-5329 Mayor's Special Expense	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-10-5330 Miscellaneous	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5401 Utilities - Electricity	0.00	1,666.00	(1,666.00)	4,560.20	20,000.00	22.80%	15,439.80
10-10-5403 Utilities - Telephone	1,073.34	1,333.33	(259.99)	7,592.16	16,000.00	47.45%	8,407.84
10-10-5404 Mobile Technology Expense	115.92	83.30	32.62	618.04	1,000.00	61.80%	381.96
10-10-5405 Insurance - Liability & Prop	1,784.56	999.60	784.96	5,708.68	12,000.00	47.57%	6,291.32
10-10-5406 Insurance - Windstorm	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
10-10-5407 Insurance - Vehicles	60.75	8.33	52.42	182.25	100.00	182.25%	(82.25)
Administration Totals	80,334.81	99,068.29	(18,733.48)	624,620.81	1,189,250.00	52.52%	564,629.19

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10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	11,718.40	13,076.43	(1,358.03)	73,430.40	156,980.00	46.78%	83,549.60
10-15-5106 Social Security/Medicare	869.84	1,000.43	(130.59)	5,451.07	12,010.00	45.39%	6,558.93
10-15-5107 TMRS	1,314.42	1,438.59	(124.17)	8,257.11	17,270.00	47.81%	9,012.89
10-15-5108 Health & Life Insurance	2,316.56	1,999.20	317.36	13,178.12	24,000.00	54.91%	10,821.88
10-15-5109 Worker's Comp	52.93	53.31	(0.38)	158.79	640.00	24.81%	481.21
10-15-5110 Texas Workforce Commission	0.00	7.50	(7.50)	234.00	90.00	260.00%	(144.00)
10-15-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-15-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	230.78	250.00	(19.22)	1,453.89	3,000.00	48.46%	1,546.11
10-15-5223 Training & Travel	1,467.41	499.80	967.61	4,394.68	6,000.00	73.24%	1,605.32
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	1,237.50	500.00	247.50%	(737.50)
10-15-5301 Office Supplies	146.00	166.67	(20.67)	1,245.32	2,000.00	62.27%	754.68
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	51.55	83.33	(31.78)	296.96	1,000.00	29.70%	703.04
10-15-5314 Computer & Technology	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
10-15-5315 Computer Software/License	325.00	1,499.40	(1,174.40)	9,788.13	18,000.00	54.38%	8,211.87
10-15-5317 Equipment & Other Rentals	36.77	41.67	(4.90)	160.68	500.00	32.14%	339.32
Finance Totals	18,529.66	20,543.68	(2,014.02)	119,466.65	246,620.00	48.44%	127,153.35

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	71,180.29	84,751.08	(13,570.79)	528,851.81	1,017,420.00	51.98%	488,568.19
10-20-5104 Salaries - Overtime	2,738.04	2,635.61	102.43	21,163.75	31,640.00	66.89%	10,476.25
10-20-5106 Social Security/Medicare	5,621.96	6,484.07	(862.11)	42,101.19	77,840.00	54.09%	35,738.81
10-20-5107 TMRS	8,391.23	9,322.93	(931.70)	62,842.27	111,920.00	56.15%	49,077.73
10-20-5108 Health & Life Insurance	11,548.22	13,994.40	(2,446.18)	84,628.41	168,000.00	50.37%	83,371.59
10-20-5109 Worker's Comp	7,076.15	4,232.47	2,843.68	21,264.45	50,810.00	41.85%	29,545.55
10-20-5110 Texas Workforce Commission	0.00	52.47	(52.47)	1,525.92	630.00	242.21%	(895.92)
10-20-5114 Benefits Admin Fees	0.00	84.17	(84.17)	0.00	1,010.00	0.00%	1,010.00
10-20-5115 Longevity Pay	0.00	134.94	(134.94)	1,200.00	1,620.00	74.07%	420.00
10-20-5117 Certificate Pay	2,365.41	1,950.00	415.41	16,084.83	23,400.00	68.74%	7,315.17
10-20-5206 Professional Services	0.00	0.00	0.00	90.00	0.00	0.00%	(90.00)
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5231 Recruiting & Hiring Expense	460.00	83.33	376.67	848.14	1,000.00	84.81%	151.86
10-20-5301 Office Supplies	515.46	250.00	265.46	1,007.23	3,000.00	33.57%	1,992.77
10-20-5309 Uniforms	67.99	699.72	(631.73)	2,293.20	8,400.00	27.30%	6,106.80
10-20-5310 Postage	25.09	16.66	8.43	72.79	200.00	36.40%	127.21
10-20-5313 Fuel Expense	0.00	3,333.33	(3,333.33)	18,065.60	40,000.00	45.16%	21,934.40
10-20-5317 Equipment & Other Rentals	381.23	541.67	(160.44)	1,750.04	6,500.00	26.92%	4,749.96
10-20-5319 Vehicle Repairs & Maintenance	1,539.82	1,249.50	290.32	10,845.98	15,000.00	72.31%	4,154.02
10-20-5328 Small Tools & Minor	0.00	2,916.67	(2,916.67)	35,154.61	35,000.00	100.44%	(154.61)
10-20-5330 Miscellaneous	117.60	41.67	75.93	492.54	500.00	98.51%	7.46
10-20-5404 Mobile Technology Expense	778.84	500.00	278.84	4,132.82	6,000.00	68.88%	1,867.18
10-20-5405 Insurance - Liability & Prop	2,521.75	999.60	1,522.15	7,565.25	12,000.00	63.04%	4,434.75
10-20-5407 Insurance - Vehicles	3,213.75	833.00	2,380.75	9,239.25	10,000.00	92.39%	760.75
10-20-5410 Vehicle Replacement Fund	0.00	6,664.00	(6,664.00)	18,339.00	80,000.00	22.92%	61,661.00
Police Totals	118,542.83	141,771.29	(23,228.46)	889,559.08	1,701,890.00	52.27%	812,330.92

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Item 12.

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	0.00	4,151.67	(4,151.67)	22,782.95	49,840.00	45.71%	27,057.05
10-21-5104 Salaries - Overtime	0.00	153.27	(153.27)	1,092.29	1,840.00	59.36%	747.71
10-21-5106 Social Security/Medicare	0.00	318.20	(318.20)	1,791.33	3,820.00	46.89%	2,028.67
10-21-5107 TMRS	0.00	457.31	(457.31)	2,646.08	5,490.00	48.20%	2,843.92
10-21-5108 Health & Life Insurance	0.00	999.60	(999.60)	4,979.25	12,000.00	41.49%	7,020.75
10-21-5109 Worker's Comp	462.25	259.89	202.36	1,476.75	3,120.00	47.33%	1,643.25
10-21-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-21-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-21-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-21-5223 Training & Travel	0.00	333.20	(333.20)	1,155.66	4,000.00	28.89%	2,844.34
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	62.20	300.00	20.73%	237.80
10-21-5229 Contractual Services	0.00	125.00	(125.00)	1,020.25	1,500.00	68.02%	479.75
10-21-5301 Office Supplies	0.00	16.66	(16.66)	193.73	200.00	96.87%	6.27
10-21-5309 Uniforms	0.00	41.67	(41.67)	362.92	500.00	72.58%	137.08
10-21-5310 Postage	0.00	16.67	(16.67)	19.90	200.00	9.95%	180.10
10-21-5313 Fuel Expense	0.00	249.90	(249.90)	1,342.37	3,000.00	44.75%	1,657.63
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	467.23	1,000.00	46.72%	532.77
10-21-5328 Small Tools & Minor	0.00	83.30	(83.30)	82.22	1,000.00	8.22%	917.78
10-21-5404 Mobile Technology Expense	101.85	83.33	18.52	712.91	1,000.00	71.29%	287.09
10-21-5407 Insurance - Vehicles	155.25	83.33	71.92	465.75	1,000.00	46.58%	534.25
10-21-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Animal Control Totals	719.35	8,173.55	(7,454.20)	40,950.79	98,120.00	41.74%	57,169.21

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Item 12.

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	77.00	2,000.00	3.85%	1,923.00
10-22-5223 Training & Travel	65.98	83.33	(17.35)	65.98	1,000.00	6.60%	934.02
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Emergency Management Totals	65.98	916.67	(850.69)	142.98	11,000.00	1.30%	10,857.02

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	8,193.60	9,050.54	(856.94)	61,555.29	108,650.00	56.65%	47,094.71
10-25-5104 Salaries - Overtime	84.51	122.45	(37.94)	359.18	1,470.00	24.43%	1,110.82
10-25-5106 Social Security/Medicare	635.01	693.05	(58.04)	4,781.94	8,320.00	57.48%	3,538.06
10-25-5107 TMRS	929.88	996.26	(66.38)	6,988.25	11,960.00	58.43%	4,971.75
10-25-5108 Health & Life Insurance	1,069.80	1,999.20	(929.40)	7,488.60	24,000.00	31.20%	16,511.40
10-25-5109 Worker's Comp	62.88	36.65	26.23	188.64	440.00	42.87%	251.36
10-25-5110 Texas Workforce Commission	0.00	7.49	(7.49)	234.00	90.00	260.00%	(144.00)
10-25-5114 Benefits Admin Fees	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
10-25-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-25-5117 Certificate Pay	175.38	200.00	(24.62)	1,315.35	2,400.00	54.81%	1,084.65
10-25-5203 Attorney/Prosecutor Fees	3,750.00	5,000.00	(1,250.00)	32,950.00	60,000.00	54.92%	27,050.00
10-25-5209 Judge Fees	1,800.00	2,915.50	(1,115.50)	15,225.00	35,000.00	43.50%	19,775.00
10-25-5220 Interpreter Services	0.00	83.30	(83.30)	154.90	1,000.00	15.49%	845.10
10-25-5223 Training & Travel	0.00	125.00	(125.00)	900.95	1,500.00	60.06%	599.05
10-25-5301 Office Supplies	60.81	249.90	(189.09)	2,045.18	3,000.00	68.17%	954.82
10-25-5308 Jury Trial Expense	44.80	124.95	(80.15)	1,140.65	1,500.00	76.04%	359.35
10-25-5309 Uniforms	0.00	66.67	(66.67)	48.61	800.00	6.08%	751.39
10-25-5310 Postage	76.53	83.30	(6.77)	607.42	1,000.00	60.74%	392.58
10-25-5314 Computer & Technology	0.00	0.00	0.00	2,625.00	0.00	0.00%	(2,625.00)
10-25-5315 Computer Software/License	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-25-5317 Equipment & Other Rentals	30.01	41.67	(11.66)	198.73	500.00	39.75%	301.27
Municipal Court Totals	16,913.21	22,249.92	(5,336.71)	139,107.69	267,080.00	52.08%	127,972.31

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Item 12.

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	5,121.60	13,233.87	(8,112.27)	45,365.64	158,870.00	28.56%	113,504.36
10-30-5104 Salaries - Overtime	456.15	801.34	(345.19)	4,523.73	9,620.00	47.02%	5,096.27
10-30-5106 Social Security/Medicare	420.38	1,012.92	(592.54)	3,769.72	12,160.00	31.00%	8,390.28
10-30-5107 TMRS	613.55	1,456.08	(842.53)	5,507.63	17,480.00	31.51%	11,972.37
10-30-5108 Health & Life Insurance	891.79	3,498.60	(2,606.81)	8,485.59	42,000.00	20.20%	33,514.41
10-30-5109 Worker's Comp	752.50	988.77	(236.27)	2,455.50	11,870.00	20.69%	9,414.50
10-30-5110 Texas Workforce Commission	0.00	14.99	(14.99)	207.43	180.00	115.24%	(27.43)
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	600.00	416.67	183.33	1,950.00	5,000.00	39.00%	3,050.00
10-30-5219 Roads, Bridges & Drainage	0.00	24,990.00	(24,990.00)	2,446.41	300,000.00	0.82%	297,553.59
10-30-5223 Training & Travel	0.00	166.67	(166.67)	113.75	2,000.00	5.69%	1,886.25
10-30-5229 Contractual Services	9,300.00	4,165.00	5,135.00	27,900.00	50,000.00	55.80%	22,100.00
10-30-5301 Office Supplies	916.73	249.90	666.83	2,165.41	3,000.00	72.18%	834.59
10-30-5309 Uniforms	0.00	166.60	(166.60)	895.68	2,000.00	44.78%	1,104.32
10-30-5311 Building Repairs &	36.97	666.67	(629.70)	552.19	8,000.00	6.90%	7,447.81
10-30-5313 Fuel Expense	0.00	333.33	(333.33)	1,886.53	4,000.00	47.16%	2,113.47
10-30-5317 Equipment & Other Rentals	15.00	1,000.00	(985.00)	367.19	12,000.00	3.06%	11,632.81
10-30-5319 Vehicle Repairs & Maintenance	58.00	208.33	(150.33)	162.02	2,500.00	6.48%	2,337.98
10-30-5321 Public Works Maintenance	0.00	2,083.33	(2,083.33)	4,017.09	25,000.00	16.07%	20,982.91
10-30-5322 Special Road Work	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-30-5328 Small Tools & Minor	0.00	416.67	(416.67)	1,950.58	5,000.00	39.01%	3,049.42
10-30-5331 Signs & Postings	1,538.03	833.33	704.70	3,591.30	10,000.00	35.91%	6,408.70
10-30-5401 Utilities - Electricity	0.00	833.33	(833.33)	621.46	10,000.00	6.21%	9,378.54
10-30-5404 Mobile Technology Expense	41.85	50.00	(8.15)	292.91	600.00	48.82%	307.09
10-30-5407 Insurance - Vehicles	164.75	166.60	(1.85)	494.25	2,000.00	24.71%	1,505.75

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Item 12.

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5410 Vehicle Replacement Fund	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Public Works Totals	20,927.30	59,958.27	(39,030.97)	119,902.01	719,750.00	16.66%	599,847.99

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	0.00	6,000.00	(6,000.00)	42,598.58	72,000.00	59.16%	29,401.42
10-32-5301 Office Supplies	0.00	208.25	(208.25)	713.27	2,500.00	28.53%	1,786.73
10-32-5309 Uniforms	0.00	83.33	(83.33)	244.42	1,000.00	24.44%	755.58
10-32-5317 Equipment & Other Rentals	0.00	500.00	(500.00)	192.76	6,000.00	3.21%	5,807.24
10-32-5324 Park Maintenance	4,400.00	6,666.67	(2,266.67)	39,470.87	80,000.00	49.34%	40,529.13
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	4,400.00	13,541.58	(9,141.58)	83,219.90	162,500.00	51.21%	79,280.10

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Item 12.

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,758.40	4,050.87	(292.47)	27,914.40	48,630.00	57.40%	20,715.60
10-35-5104 Salaries - Overtime	70.47	149.10	(78.63)	199.40	1,790.00	11.14%	1,590.60
10-35-5106 Social Security/Medicare	286.59	310.70	(24.11)	2,129.43	3,730.00	57.09%	1,600.57
10-35-5107 TMRS	421.17	445.65	(24.48)	3,125.52	5,350.00	58.42%	2,224.48
10-35-5108 Health & Life Insurance	879.25	999.60	(120.35)	6,154.75	12,000.00	51.29%	5,845.25
10-35-5109 Worker's Comp	28.84	16.66	12.18	86.52	200.00	43.26%	113.48
10-35-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-35-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-35-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-35-5206 Professional Services	9,231.07	4,166.67	5,064.40	91,190.89	50,000.00	182.38%	(41,190.89)
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	139,568.65	75,000.00	186.09%	(64,568.65)
10-35-5223 Training & Travel	0.00	125.00	(125.00)	69.00	1,500.00	4.60%	1,431.00
10-35-5232 Early Plat - Admin Fee	0.00	5,331.20	(5,331.20)	87,709.12	64,000.00	137.05%	(23,709.12)
10-35-5233 Eng Svc: Permits/Inspections	0.00	29,155.00	(29,155.00)	471,508.05	350,000.00	134.72%	(121,508.05)
10-35-5234 Eng Svc: Plan Review	0.00	8,333.33	(8,333.33)	134,241.62	100,000.00	134.24%	(34,241.62)
10-35-5235 Eng Svc: Platting	0.00	6,250.00	(6,250.00)	75,096.00	75,000.00	100.13%	(96.00)
10-35-5301 Office Supplies	0.00	83.30	(83.30)	181.76	1,000.00	18.18%	818.24
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5315 Computer Software/License	0.00	1,250.00	(1,250.00)	14,000.00	15,000.00	93.33%	1,000.00
10-35-5317 Equipment & Other Rentals	49.13	41.67	7.46	189.84	500.00	37.97%	310.16
10-35-5411 TIF Fund/MUD 31 Payable	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	14,724.92	81,963.58	(67,238.66)	1,793,668.26	983,830.00	182.31%	(809,838.26)

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	7,716.80	8,315.83	(599.03)	57,687.20	99,830.00	57.79%	42,142.80
10-36-5106 Social Security/Medicare	588.65	636.41	(47.76)	4,160.62	7,640.00	54.46%	3,479.38
10-36-5107 TMRS	848.84	915.46	(66.62)	6,365.34	10,990.00	57.92%	4,624.66
10-36-5108 Health & Life Insurance	922.23	999.60	(77.37)	9,245.97	12,000.00	77.05%	2,754.03
10-36-5109 Worker's Comp	895.25	491.47	403.78	2,679.75	5,900.00	45.42%	3,220.25
10-36-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	10.00	(10.00)	180.00	120.00	150.00%	(60.00)
10-36-5207 Building Inspector	35,572.50	20,825.00	14,747.50	204,390.00	250,000.00	81.76%	45,610.00
10-36-5223 Training & Travel	0.00	416.50	(416.50)	2,505.90	5,000.00	50.12%	2,494.10
10-36-5224 Dues & Subscriptions	579.99	250.00	329.99	2,218.04	3,000.00	73.93%	781.96
10-36-5301 Office Supplies	26.99	83.30	(56.31)	245.77	1,000.00	24.58%	754.23
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	65.64	3,000.00	2.19%	2,934.36
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	145.49	1,000.00	14.55%	854.51
10-36-5309 Uniforms	0.00	125.00	(125.00)	956.90	1,500.00	63.79%	543.10
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	0.00	250.00	(250.00)	1,439.93	3,000.00	48.00%	1,560.07
10-36-5319 Vehicle Repairs & Maintenance	107.99	208.25	(100.26)	4,005.75	2,500.00	160.23%	(1,505.75)
10-36-5328 Small Tools & Minor	0.00	166.67	(166.67)	16.49	2,000.00	0.82%	1,983.51
10-36-5404 Mobile Technology Expense	71.85	83.33	(11.48)	504.91	1,000.00	50.49%	495.09
10-36-5407 Insurance - Vehicles	181.25	83.33	97.92	543.75	1,000.00	54.38%	456.25
10-36-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Fire Marshal/Building Official Totals	47,512.34	34,878.94	12,633.40	297,474.45	418,710.00	71.05%	121,235.55

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Item 12.

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	20,825.00	(20,825.00)	33,246.80	250,000.00	13.30%	216,753.20
10-90-5620 Building Purchase,	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Capital and Planning Projects Totals	0.00	37,490.00	(37,490.00)	33,246.80	450,000.00	7.39%	416,753.20
Expense Totals	322,670.40	520,555.77	(197,885.37)	4,141,359.42	6,248,750.00	66.28%	2,107,390.58

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Item 12.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Revenue Totals	<u>28,307.33</u>	<u>0.00</u>	<u>28,307.33</u>	<u>212,642.48</u>	<u>0.00</u>	<u>0.00%</u>	<u>(212,642.48)</u>
Expense Summary							
Professional/Contract Services	120.82	0.00	120.82	987,007.33	0.00	0.00%	(987,007.33)
Materials & Supplies	409.08	0.00	409.08	847,523.35	0.00	0.00%	(847,523.35)
Services	280.75	0.00	280.75	40,001.86	0.00	0.00%	(40,001.86)
Capital Outlay	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Expense Totals	<u>4,282.98</u>	<u>0.00</u>	<u>4,282.98</u>	<u>2,286,828.21</u>	<u>0.00</u>	<u>0.00%</u>	<u>(2,286,828.21)</u>

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Item 12.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Miscellaneous Totals	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Revenue Totals	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)

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Item 12.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Materials & Supplies	409.08	0.00	409.08	847,523.35	0.00	0.00%	(847,523.35)
Professional/Contract Services	120.82	0.00	120.82	987,007.33	0.00	0.00%	(987,007.33)
Services	280.75	0.00	280.75	40,001.86	0.00	0.00%	(40,001.86)
Administration Totals	4,282.98	0.00	4,282.98	2,286,828.21	0.00	0.00%	(2,286,828.21)
Expense Total	4,282.98	0.00	4,282.98	2,286,828.21	0.00	0.00%	(2,286,828.21)

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Item 12.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5206 Professional Services	120.82	0.00	120.82	34,716.61	0.00	0.00%	(34,716.61)
12-10-5208 Engineering Services	0.00	0.00	0.00	6,707.98	0.00	0.00%	(6,707.98)
12-10-5229 Contractual Services	0.00	0.00	0.00	945,582.74	0.00	0.00%	(945,582.74)
12-10-5301 Office Supplies	0.00	0.00	0.00	5,364.83	0.00	0.00%	(5,364.83)
12-10-5314 Computer & Technology	409.08	0.00	409.08	842,158.52	0.00	0.00%	(842,158.52)
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	5,105.06	0.00	0.00%	(5,105.06)
12-10-5403 Utilities - Telephone	0.00	0.00	0.00	5,494.57	0.00	0.00%	(5,494.57)
12-10-5405 Insurance - Liability & Prop	0.00	0.00	0.00	27,696.00	0.00	0.00%	(27,696.00)
12-10-5409 Utilities - Water/Sewer	205.54	0.00	205.54	1,555.31	0.00	0.00%	(1,555.31)
12-10-5412 Utilities - Gas	75.21	0.00	75.21	150.92	0.00	0.00%	(150.92)
12-10-5630 Furniture & Equipment	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Administration Totals	4,282.98	0.00	4,282.98	2,286,828.21	0.00	0.00%	(2,286,828.21)
Expense Totals	4,282.98	0.00	4,282.98	2,286,828.21	0.00	0.00%	(2,286,828.21)

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Item 12.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Miscellaneous	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Revenue Totals	<u>22,084.37</u>	<u>18,000.00</u>	<u>4,084.37</u>	<u>174,467.97</u>	<u>216,000.00</u>	<u>80.77%</u>	<u>41,532.03</u>
Expense Summary							
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	604.62	2,873.85	(2,269.23)	24,610.65	34,500.00	71.34%	9,889.35
Materials & Supplies	1,384.63	7,353.89	(5,969.26)	13,524.07	88,276.00	15.32%	74,751.93
Capital Outlay	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Expense Totals	<u>1,989.25</u>	<u>27,182.47</u>	<u>(25,193.22)</u>	<u>107,679.06</u>	<u>326,236.00</u>	<u>33.01%</u>	<u>218,556.94</u>

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Item 12.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Sales Tax Totals	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Miscellaneous							
20-4910 Interest Income	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Miscellaneous Totals	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Revenue Totals	22,084.37	18,000.00	4,084.37	174,467.97	216,000.00	80.77%	41,532.03

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Item 12.

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Materials & Supplies	1,384.63	7,353.89	(5,969.26)	13,524.07	88,276.00	15.32%	74,751.93
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	604.62	2,873.85	(2,269.23)	24,610.65	34,500.00	71.34%	9,889.35
Police Totals	<u>1,989.25</u>	<u>27,182.47</u>	<u>(25,193.22)</u>	<u>107,679.06</u>	<u>326,236.00</u>	<u>33.01%</u>	<u>218,556.94</u>
Expense Total	<u>1,989.25</u>	<u>27,182.47</u>	<u>(25,193.22)</u>	<u>107,679.06</u>	<u>326,236.00</u>	<u>33.01%</u>	<u>218,556.94</u>

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Item 12.

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5101 Salaries - Full Time	0.00	6,725.83	(6,725.83)	0.00	80,710.00	0.00%	80,710.00
20-20-5104 Salaries - Overtime	0.00	666.40	(666.40)	3,993.13	8,000.00	49.91%	4,006.87
20-20-5106 Social Security/Medicare	0.00	515.00	(515.00)	0.00	6,180.00	0.00%	6,180.00
20-20-5107 TMRS	0.00	740.00	(740.00)	0.00	8,880.00	0.00%	8,880.00
20-20-5108 Health & Life Insurance	0.00	2,000.00	(2,000.00)	0.00	24,000.00	0.00%	24,000.00
20-20-5109 Worker's Comp	0.00	27.50	(27.50)	0.00	330.00	0.00%	330.00
20-20-5110 Texas Workforce Commission	0.00	11.67	(11.67)	0.00	140.00	0.00%	140.00
20-20-5114 Benefits Admin Fees	0.00	18.33	(18.33)	0.00	220.00	0.00%	220.00
20-20-5206 Professional Services	166.62	624.75	(458.13)	5,889.38	7,500.00	78.53%	1,610.62
20-20-5222 Investigations	0.00	133.28	(133.28)	1,176.17	1,600.00	73.51%	423.83
20-20-5223 Training & Travel	438.00	1,666.00	(1,228.00)	12,325.10	20,000.00	61.63%	7,674.90
20-20-5230 Radio Service	0.00	449.82	(449.82)	5,220.00	5,400.00	96.67%	180.00
20-20-5301 Office Supplies	0.00	166.60	(166.60)	44.38	2,000.00	2.22%	1,955.62
20-20-5303 Public Education & Training	0.00	333.33	(333.33)	2,989.57	4,000.00	74.74%	1,010.43
20-20-5307 Investigation Supplies	50.13	64.64	(14.51)	174.62	776.00	22.50%	601.38
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	2,915.50	(2,915.50)	1,032.49	35,000.00	2.95%	33,967.51
20-20-5315 Computer Software/License	512.50	1,541.05	(1,028.55)	8,194.79	18,500.00	44.30%	10,305.21
20-20-5316 Equipment Repair/Parts	172.00	416.67	(244.67)	172.00	5,000.00	3.44%	4,828.00
20-20-5317 Equipment & Other Rentals	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00
20-20-5328 Small Tools & Minor	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
20-20-5330 Miscellaneous	650.00	83.33	566.67	916.22	1,000.00	91.62%	83.78
20-20-5650 Vehicles & Machinery	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Police Totals	1,989.25	27,182.47	(25,193.22)	107,679.06	326,236.00	33.01%	218,556.94
Expense Totals	1,989.25	27,182.47	(25,193.22)	107,679.06	326,236.00	33.01%	218,556.94

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Item 12.

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

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Item 12.

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

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30 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	82,442.01	(82,442.01)	330,000.00	989,700.00	33.34%	659,700.00
30-10-5513 Interest on Debt	0.00	0.00	0.00	658,910.00	0.00	0.00%	(658,910.00)
30-10-5520 MUD 55 Debt Adjustment	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
30-10-5521 MUD 31 Rebate Payment	0.00	50,000.00	(50,000.00)	0.00	600,000.00	0.00%	600,000.00
Administration Totals	<u>0.00</u>	<u>140,775.34</u>	<u>(140,775.34)</u>	<u>988,910.00</u>	<u>1,689,700.00</u>	<u>58.53%</u>	<u>700,790.00</u>
Expense Totals	<u>0.00</u>	<u>140,775.34</u>	<u>(140,775.34)</u>	<u>988,910.00</u>	<u>1,689,700.00</u>	<u>58.53%</u>	<u>700,790.00</u>

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36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Revenue Totals	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Expense Summary							
Professional/Contract Services	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
Expense Totals	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)

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

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36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
State & Federal Grants Totals	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
Expense Total	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)

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Item 12.

36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
36-20-5223 Training & Travel	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
State & Federal Grants Totals	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
Expense Totals	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)

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Item 12.

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Revenue Totals	<u>578.91</u>	<u>0.00</u>	<u>578.91</u>	<u>4,869.06</u>	<u>0.00</u>	<u>0.00%</u>	<u>(4,869.06)</u>
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>158.90</u>	<u>0.00</u>	<u>0.00%</u>	<u>(158.90)</u>

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Item 12.

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	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Fines & Forfeitures Totals	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Revenue Totals	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)

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Item 12.

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

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Item 12.

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

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Item 12.

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Revenue Totals	<u>708.01</u>	<u>0.00</u>	<u>708.01</u>	<u>5,960.79</u>	<u>0.00</u>	<u>0.00%</u>	<u>(5,960.79)</u>
Expense Summary							
Materials & Supplies	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Expense Totals	<u>73.40</u>	<u>0.00</u>	<u>73.40</u>	<u>73.40</u>	<u>0.00</u>	<u>0.00%</u>	<u>(73.40)</u>

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Item 12.

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	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Fines & Forfeitures Totals	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Revenue Totals	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)

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Item 12.

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

City of Iowa Colony
 Financial Statement
 As of April 30, 2024

5/7/2024

Item 12.

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

City of Iowa Colony
 Financial Statement
 As of April 30, 2024

5/7/2024

Item 12.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Revenue Totals	<u>1,460.60</u>	<u>0.00</u>	<u>1,460.60</u>	<u>9,400.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(9,400.92)</u>
Expense Summary							
Capital Outlay	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>101,324.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>(101,324.50)</u>

City of Iowa Colony
 Financial Statement
 As of April 30, 2024

5/7/2024

Item 12.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Miscellaneous Totals	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Revenue Totals	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)

City of Iowa Colony
 Financial Statement
 As of April 30, 2024

5/7/2024 4:57

Item 12.

50 - Vehicle Replacement 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	101,324.50	0.00	0.00%	(101,324.50)
Administration Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Total	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)

City of Iowa Colony
 Financial Statement
 As of April 30, 2024

5/7/2024

Item 12.

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	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Administration Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CANVASSING THE SPECIAL ELECTION IN ALL THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY, TEXAS AND DECLARING RESULTS ON 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; CONTAINING RELATED PROVISIONS

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

SECTION 1. That this resolution applies to the election held by the City of Iowa Colony, Texas on May 4, 2024, for 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.** That the City Council hereby finds the following facts:
- a. Notice of this election was given as required by law.
 - b. This election was called and, in all ways, held as required by law.
 - c. Only qualified voters voted in this election.
 - d. There were no write-in votes in this election.
 - e. There were 5 absentee ballots cast, 35 early voting ballots cast, and 19 ballots cast on election day, for a total of 59 ballots cast.
 - f. The returns of this election have been prepared and presented as provided by law, and the results are as follows:

City of Iowa Colony 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.

Votes for Proposition:	25
Votes Against Proposition:	34

SECTION 3. That the City Council hereby finds and determines that the proposition stated in the preceding section failed in the special election, and that the City of Iowa Colony, Texas is not authorized to create 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 4. That all actions taken by the Mayor, City Secretary, or any other city officer in connection with this election are hereby ratified.

SECTION 5. That a true copy of the election returns is attached hereto as Exhibit “A” and incorporated herein in full. Those election returns are marked “Unofficial” only because they were printed before this resolution was passed. The passage of this resolution makes those election returns official.

SECTION 6. That this resolution shall be effective from the date of its passage and adoption.

READ, PASSED AND ADOPTED ON MAY 13, 2024.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

**Exhibit “A”
Election Returns**

**City of Iowa Colony
Cumulative Report**

2024 Joint Local Election

Run Time 9:55 PM

Run Date 05/04/2024

Brazoria County

Joint Local Election

5/4/2024

Page 1

Unofficial

Item 13.

Regi

61 of 3136 = 1.95%

Polling Places Reporting

32 of 32 = 100.00%

City of Iowa Colony Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		3	60.00%	14	40.00%	8	42.11%	25	42.37%
Against		2	40.00%	21	60.00%	11	57.89%	34	57.63%
	Cast Votes:	5	100.00%	35	100.00%	19	100.00%	59	100.00%
	Undervotes:	0		2		0		2	
	Overvotes:	0		0		0		0	

*** End of report ***

Wednesday May 8, 2024

Brad Sweitzer
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

Re: Ellwood Planned Unit Development (Formally called Rally 288 West Planned Unit Development District)
Amendment No. 1 to PUD Agreement
Letter of Recommendation to Approve
Adico, LLC Project No. 16007-2-249

Dear Mr. Sweitzer:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the request for Amendment No. 1 to Ellwood Planned Unit Development, formally called Rally 288 West Planned Unit Development District, from developer, Beazer Homes Texas, LP. The request was received on or about April 23, 2024.

Below is a brief overview of the request for Amendment No. 1 to the PUD.

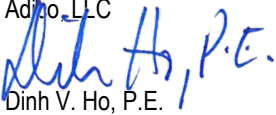
1. Change the name of project to Ellwood PUD.
 - a. Previously called Rally West PUD.
2. Realign Karsten Boulevard to be consistent with the City's Major Thoroughfare Plan.
 - a. The original approved PUD had the Karsten Blvd. @ Davenport Pkwy. alignment was along the western boundary of the tract. Staff recommend realignment to the match future alignment of Karsten to the north.
3. Create an additional land use category to allow for 45-wide lots.
 - a. No change in the overall unit density has not increased from the original PUD. This allows the developer to recapture the lots that would have been lost due to revision to the alignment of Karsten.
4. Clarify that all parkland except for the pool will be publicly accessible to all residents of the City but owned and maintained by the MUD/HOA.

Staff has reviewed the request and offer the following summary:

1. The total developable acreage will remain the same. No additional greenspace will be utilized for development of SFR.
2. There will be no increase in impervious area. Single Family lots are limited to 60% impervious cover, regardless of lot size. Therefore no additional impact to the drainage system.
3. The developer agreeing to the realignment of Karsten Blvd at Davenport Parkway to match the Major Thoroughfare Plan is critical for the north-south traffic flow.
4. Based on our review, staff recommend approval of Amendment No. 1 as resubmitted on April 23, 2024.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-249

Ellwood Planned Unit Development District

The City of Iowa Colony

Ordinance # 2022-09

Adopted June 27, 2022

Draft Submitted April 23, 2024

Prepared for:

Beazer Homes Texas, LP

10235 West Little York, Suite 200

Houston, Texas 77040

Prepared by:



10011 Meadowglen Ln.
Houston, Texas 77042
www.EHRA.team | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

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APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

Appendix B - City of Iowa Colony Ordinance 73 – C

Appendix C - City of Iowa Colony Ordinance _____ (Zoning Ordinance)

I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for Ellwood. Ellwood is comprised of 259.4 acres of privately owned land to be developed for single family and commercial uses.

The intent of this document is to provide a means by which development may occur in an orderly and responsible manner by establishing guidelines that ensure quality development and specifically address the goals of both the city and the developer.

The purpose of this amendment is to realign Karsten Boulevard and to allow for 45' wide lots. Realigning Karsten Boulevard will bring the PUD circulation plan in conformance with the City's Major Thoroughfare Plan, thereby creating a congruent set of plans. Allowing a greater variety of lot sizes will provide more options to homebuyers and will help to meet market demands.

B. Project Location

The Project is located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area. The Project is located entirely within Iowa Colony City Limits.

C. Existing Zoning

The property is currently zoned as Planned Unit Development (PUD) under Ordinance No. 2022-09. This PUD amendment shall replace and supersede the previous PUD and other city regulations in conflict with the PUD. See Appendices B and C for the relevant annexation ordinances.

D. Surrounding Land Use


Most properties surrounding the Project are undeveloped, with some existing industrial uses located adjacent to State Highway 288. To the west and south of the Project are pockets of large lot single family development. To the northwest are large master planned communities (Sterling Lakes and Sierra Vista). The southeastern corner of Sierra Vista is 600 feet from the northwestern corner of Ellwood and contains single-family residential lots that are less than 6,600 square feet.

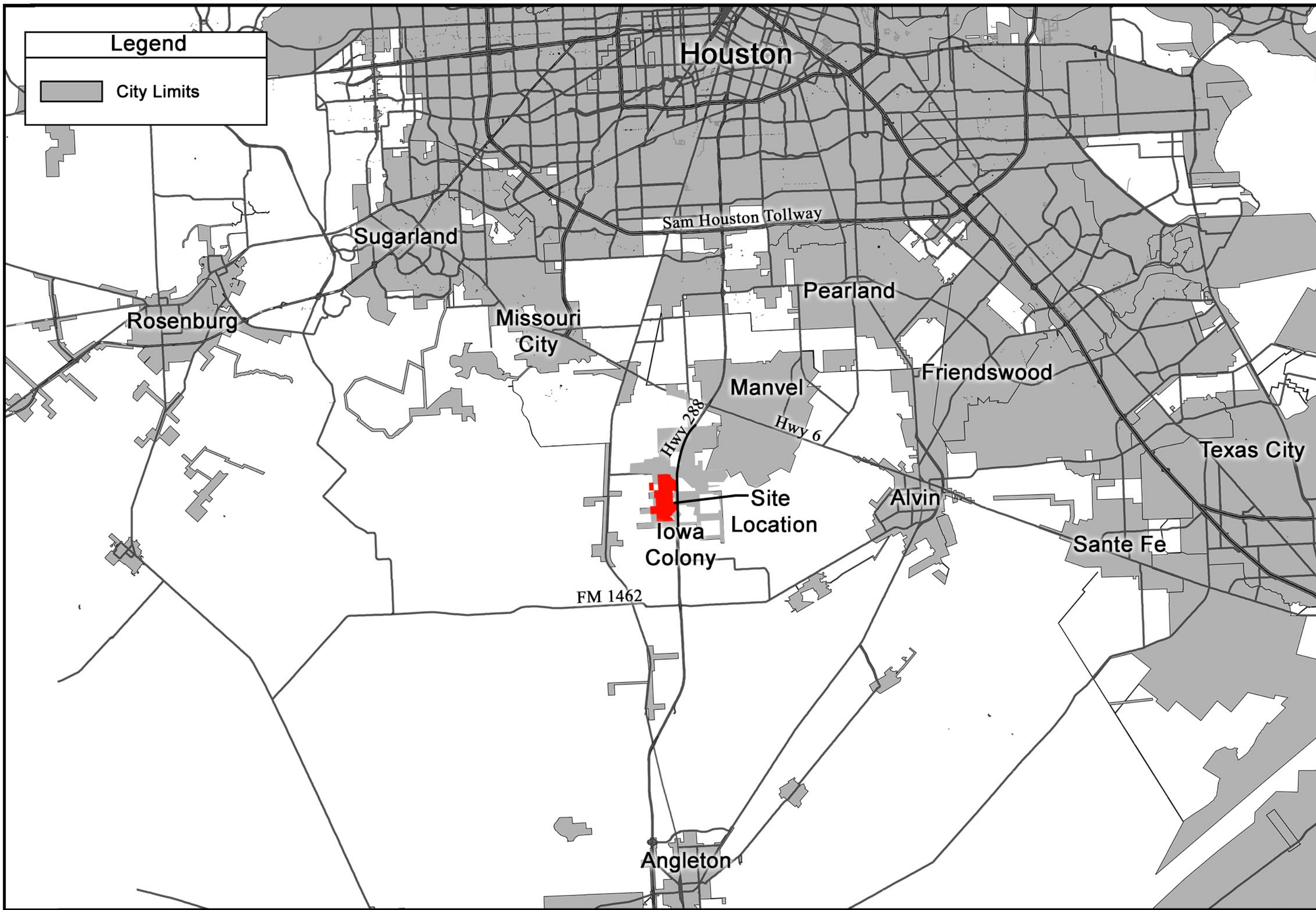
E. Existing Site Conditions

The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The areas adjacent to the creek are heavily vegetated, while the remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there is a pipeline corridor and a transmission power line corridor that cross the property from north to south.

In 1914, the Emigration Land Company platted hundreds of acres in what is now Iowa Colony, per Volume 2, Page 113 of the Brazoria County Plat Records. Two of the 40' rights-of-way dedicated in this plat run east to west across the site, but these were never improved. These rights-of-way will be abandoned when platting for this project is completed.

Legend

 City Limits



Ellwood

Exhibit 1: Vicinity Map

P:\221-022-00\LandPlan\PUD\Amendment\Exhibits\For Exhibit Prep\Vicinity Map.dwg Dec 08, 2023 8:18am Edited by: plipetska

NOT TO SCALE



EHRA JOB NO.
221-022-00

No warranty or representation
design or proposed improvement
herein. All Plans for land or facts
to change without notice.



259.4
Total Acres

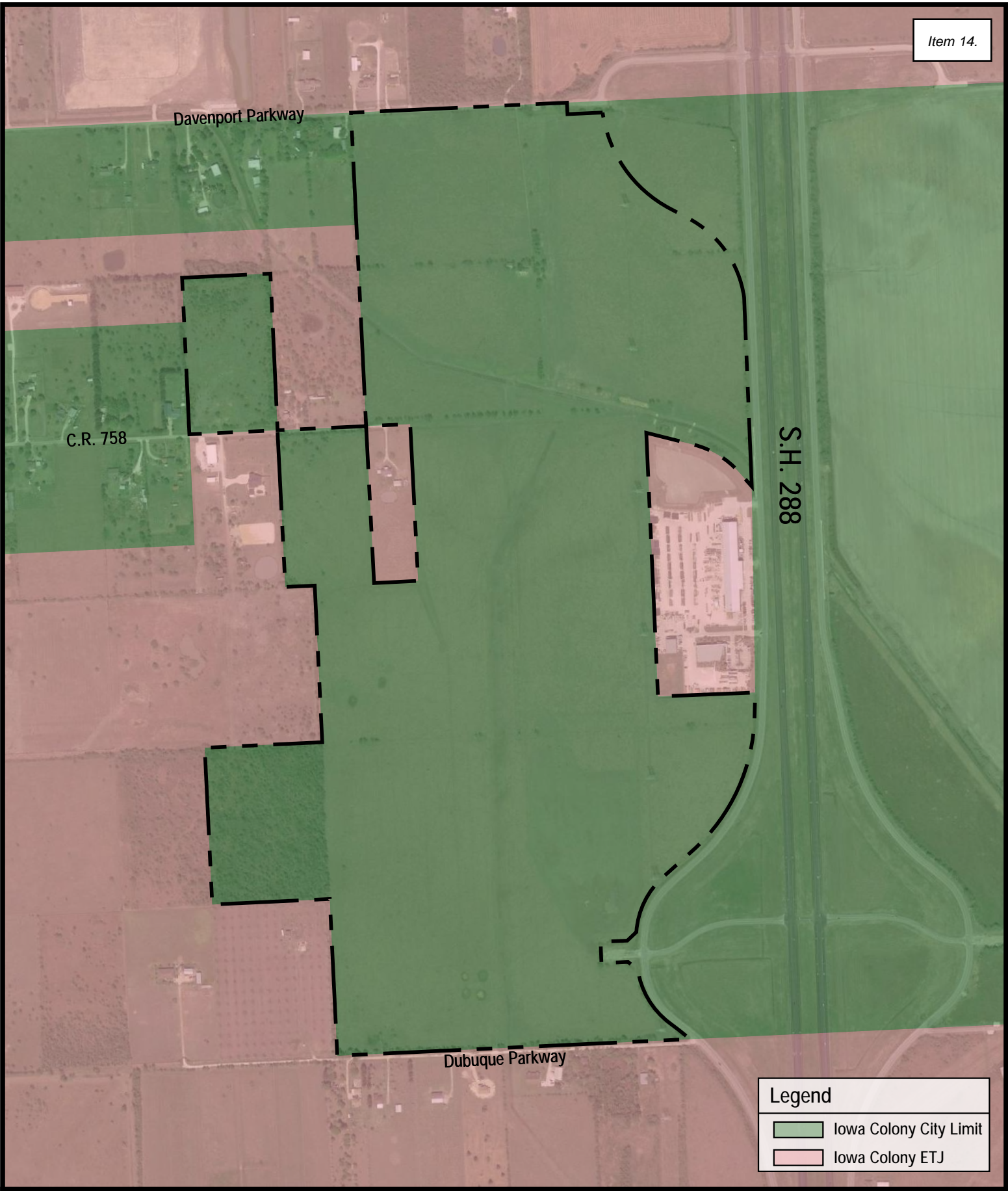
Ellwood

Exhibit 2: Ownership Map



10011 MEADOWGLEN LANE
 HOUSTON, TEXAS 77042
 713.784.4500
 EHRAINCO.COM
 TBPE No. F-726
 TBPLS No. 10002300

No warranty or
 intended use, do
 improvements are
 Plans for land
 subject to change without notice.

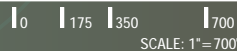


Legend

- Iowa Colony City Limit
- Iowa Colony ETJ

Ellwood

Exhibit 3: Jurisdictional Map



10011 MEADOWGLEN LANE
 HOUSTON, TEXAS 77042
 713.784.4500
 EHRAINCO.COM
 TBPE No. F-726
 TBPLS No. 10002300

No warranty or
 intended use, do
 improvements are
 Plans for land
 subject to change without notice.

EHRA JOB NO.
 221-022-00

II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Ellwood by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Ellwood Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

A trail system is proposed that will create a strong community character by providing neighborhood connectivity. It will also enhance sense of place by showcasing natural features, such as North Hayes Creek, and amenitizing the pipeline corridor and detention ponds.

In addition, the implementation of a community theming plan will establish a strong sense of place by assuring design and visual continuity throughout the community.

2. Provide Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Ellwood will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements of the development. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City once prepared.

4. Provide for Orderly Growth

Ellwood will provide for orderly growth by being sensitive to the natural features of the site and selecting land uses that are appropriate based on-site characteristics. Buffering between incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Ellwood will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Ellwood consist of Single Family - 60's (SF - 60's), Single Family - 50's (SF - 50's), Single Family - 45's (SF - 45's), Commercial (C), Institutional (I) and Parks & Open Space (POS). The following is a brief description of these proposed uses.

Single Family - 60's – The Single Family - 60's category (SF - 60's) is intended for the development of detached, single family dwelling units. Lot sizes within the SF - 60's category are intended to be 60-foot wide lots or larger (as measured at the lesser of the front or rear setback) with a minimum lot area of 6,600 square feet.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a

minimum lot width of 50 feet (as measured at the lesser of the front or rear setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area).

Single Family - 45's – The Single Family - 45's category (SF - 45's) provides for the development of detached, single family dwelling units. SF - 45's homes shall have a minimum lot width of 45 feet (as measured at the lesser of the front or rear setback), a minimum lot area of 5,400 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area).

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

Parks & Open Space – The Parks & Open Space category (P-OS) is intended to provide for the development of recreation and open space areas within the community.

TABLE 1		
Land Use		
Land Use	Gross Acres	%
Single Family - 60's (SF - 60's)	44.7	17.2%
Single Family - 50's (SF - 50's)	34.9	13.5%
Single Family - 45's (SF - 45's)	32.1	12.5%
Commercial (C)	23.2	8.9%
Institutional (I)	1.3	0.5%
Rights-of-Way (Arterials & Collectors)	15.3	5.8%
Parks & Open Space (P-OS)	107.9	41.6%
Totals	259.4	100%

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent without further approval of the Planning and Zoning Commission or City Council. This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 60's, Single Family - 50's, and Single Family - 45's areas, no more than sixty (60) percent of that total may be Single Family - 50's or Single - Family 45's. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The density of lots shall not exceed 2.0 units per gross acre. At a gross acreage of 259.4, this would result in a maximum of 518 allowed units.

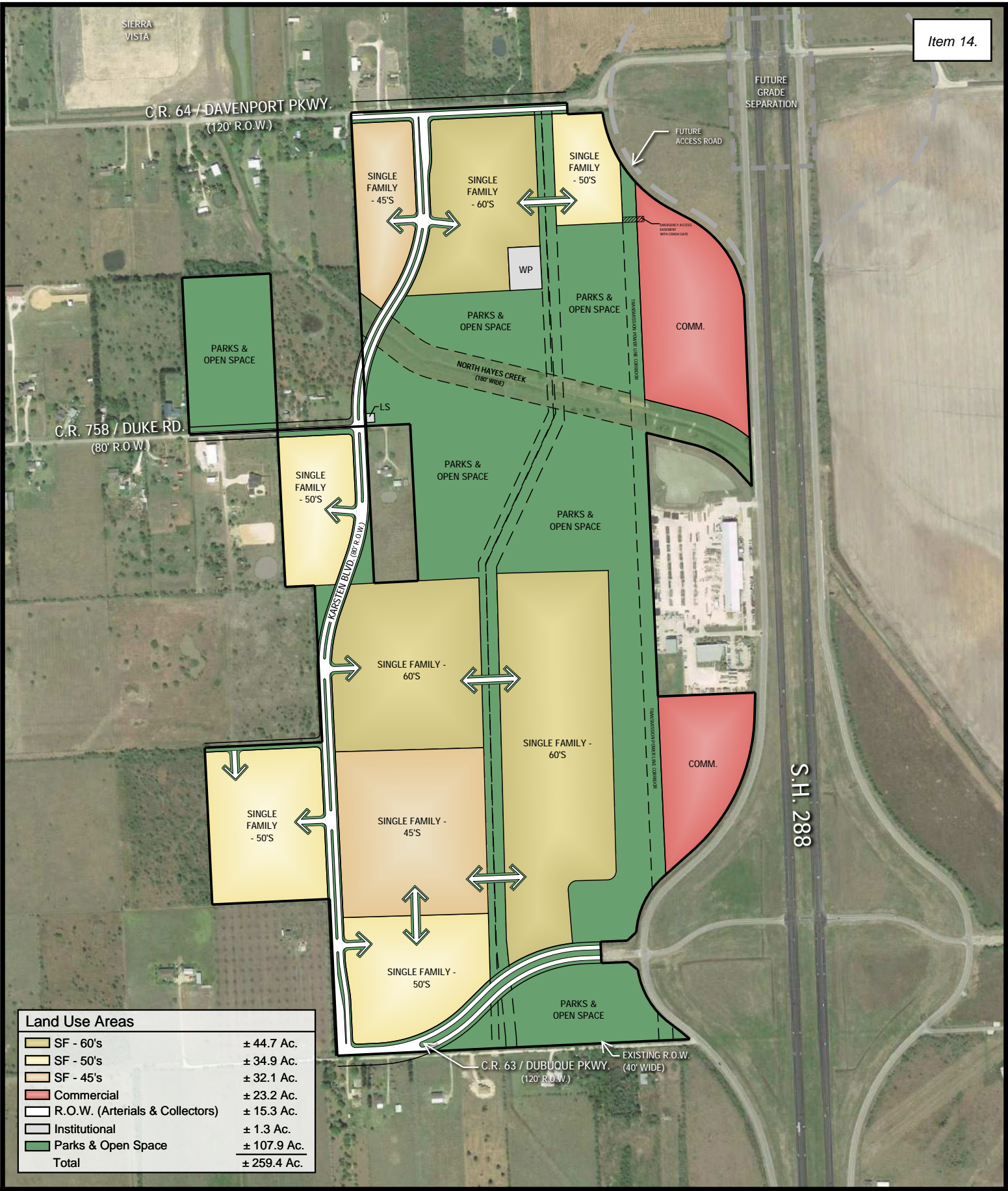
D. Benefits to the City of Iowa Colony

Ellwood will help meet the demand for quality residential and commercial development as the City of Iowa Colony continues to grow and will enable the City to achieve its vision for the future.

Master planned communities, in general, provide tremendous benefits for cities over traditional “piece-meal” development. Historically, property values in master planned communities are greater and more stable than property values outside of master planned communities, providing cities with a greater ability to plan and fund services. Additionally, residents of master planned communities typically call upon public services, including public safety, at a lower rate than in other areas that are not master planned, deed restricted, and managed by strong homeowner’s associations. Master planned communities bring stability and predictability that facilitate a city’s long-range planning and financial objectives.

The rural character of the area will be preserved by protecting the North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Ellwood will establish a cohesive community of people that blends with and preserves Iowa Colony’s small town values.

In addition, Ellwood will help create the “rooftops” necessary to drive the commercial development planned along State Highway 288 which will generate sales tax revenue for Iowa Colony.



Land Use Areas	
SF - 60's	± 44.7 Ac.
SF - 50's	± 34.9 Ac.
SF - 45's	± 32.1 Ac.
Commercial	± 23.2 Ac.
R.O.W. (Arterials & Collectors)	± 15.3 Ac.
Institutional	± 1.3 Ac.
Parks & Open Space	± 107.9 Ac.
Total	± 259.4 Ac.

Ellwood

Exhibit 4: Preliminary Land Use Plan



10011 MEADOWGLEN LANE
 HOUSTON, TEXAS 77042
 713.784.4500
 EHRAINCO.COM
 TBPE No. F-726
 TBPLS No. 10002200

EHRA JOB NO.
 211-022-00

No warranty or intended use, do improvements are Plans for land subject to change without notice.

E. Transportation

Ellwood will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Ellwood currently has access to State Highway 288 to the east, C.R. 758 (to be renamed at a later date) to the west, and Davenport Parkway to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Karsten Boulevard is proposed to extend through the property in a north-south fashion to connect Davenport Parkway, C.R. 758, and Dubuque Parkway.

2. Street Hierarchy

The street system in Ellwood will consist of a hierarchy of streets ranging from major arterials to local streets. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major arterials while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within Ellwood:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City’s Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major arterials and other collector streets and are identified as Major Collector Streets on the City’s Thoroughfare Plan.

Local Streets – Local streets are designed to provide access to residential lots.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within Ellwood shall conform to the following standards:

TABLE 2		
Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of-Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections ¹
Major Collector	80 feet	Two (2) 25 foot divided sections ¹
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Ellwood. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Karsten Boulevard

Karsten Boulevard is proposed to extend through Ellwood, running north to south on the western side of the Project, connecting Davenport Parkway with Dubuque Parkway. It will be the sole major collector within Ellwood. Esplanade openings will be strategically placed along Karsten, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via notes on the preliminary plat and must be approved by the City’s Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City’s Designated Official.

Extending Karsten Boulevard through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway, County Road 758, and Dubuque Parkway, thereby creating an alternate route if an accident occurs on S.H. 288.

The developer will work with the City's assistance to acquire the right-of-way for the segment of Karsten Boulevard that is proposed to be built outside of the project boundary between C.R. 758 and Davenport Parkway. It is in the City's interest to assist with the acquisition of this portion of the right-of-way to promote adequate circulation for the project and the surrounding community. The developer shall be responsible for funding the purchase of said right-of-way should the city assist with acquisition of the property. Where Karsten Boulevard abuts the Project boundary, the developer will dedicate 70' of right-of-way within the Project boundary, except for within 200' of intersections with Major Thoroughfares, where the developer will dedicate 90' of right-of-way. The remaining 10' of right-of-way outside of the Project boundary will be dedicated by others at a later date.

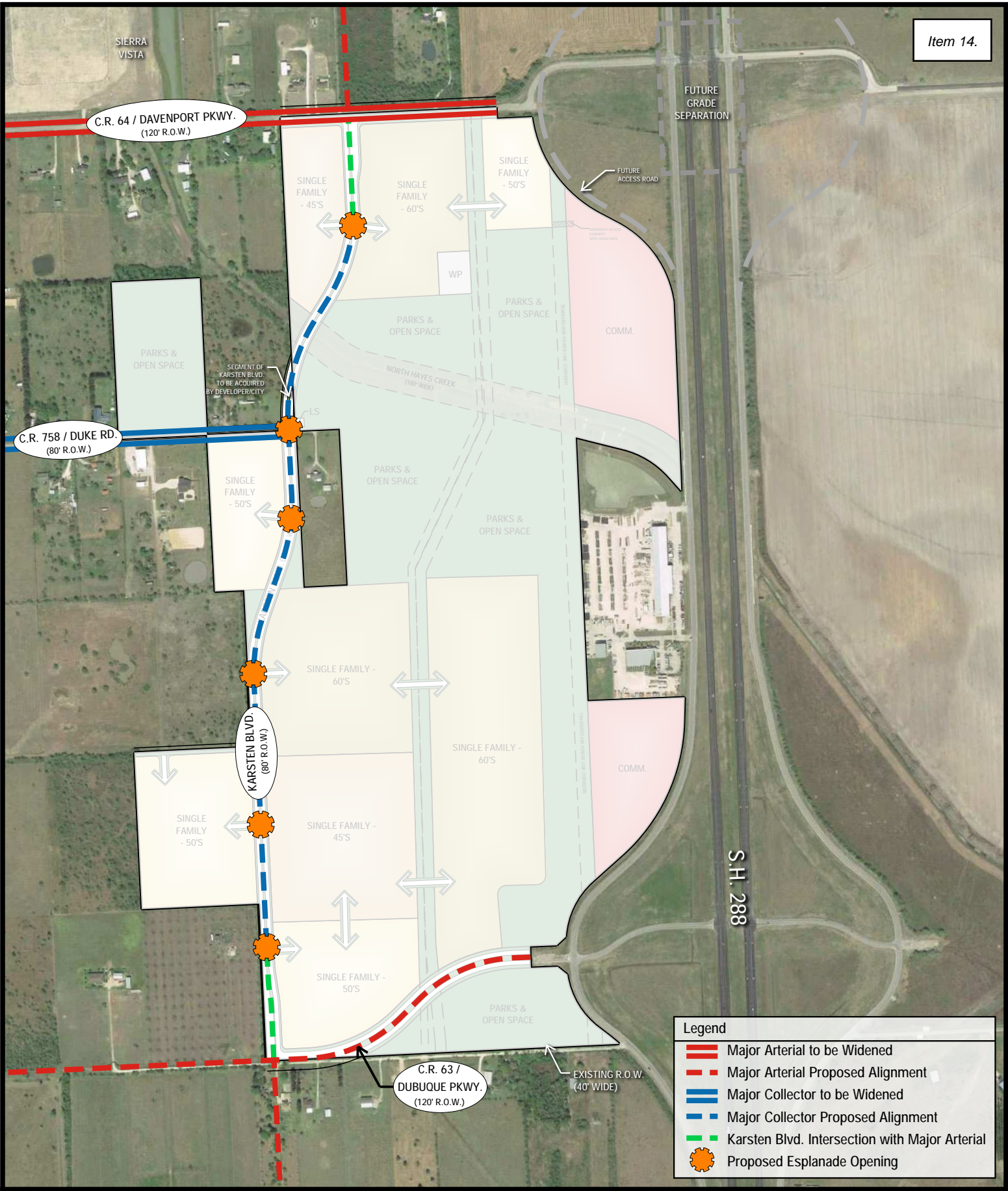
6. Davenport Parkway, County Road 758, and Dubuque Parkway

Davenport Parkway (designated as a major arterial on the City's major thoroughfare plan) runs along the northern boundary of the Project. Davenport Parkway will connect to an S.H. 288 access ramp and overpass once completed in the coming years. The interim pavement design for the segment of Davenport Parkway within the Project boundary may be constructed after the S.H. 288 overpass is completed, but no later than the last day of 2026.

County Road 758 is designated as a major collector on the City's major thoroughfare plan and runs west of the Project. It will terminate at its intersection with future Karsten Boulevard. Where this road is bisected by the project boundary, the developer shall pay fee in lieu of construction since construction of a half road in these areas is not feasible.

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway, although it is planned for construction later than the Davenport Parkway access ramp and overpass.

The necessary right-of-way will be dedicated for all of these roads, and the roads will be constructed where the proposed alignments are located wholly within the Project boundary. Where the road alignments are bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).



Legend

- Major Arterial to be Widened
- Major Arterial Proposed Alignment
- Major Collector to be Widened
- Major Collector Proposed Alignment
- Karsten Blvd. Intersection with Major Arterial
- Proposed Esplanade Opening

Ellwood

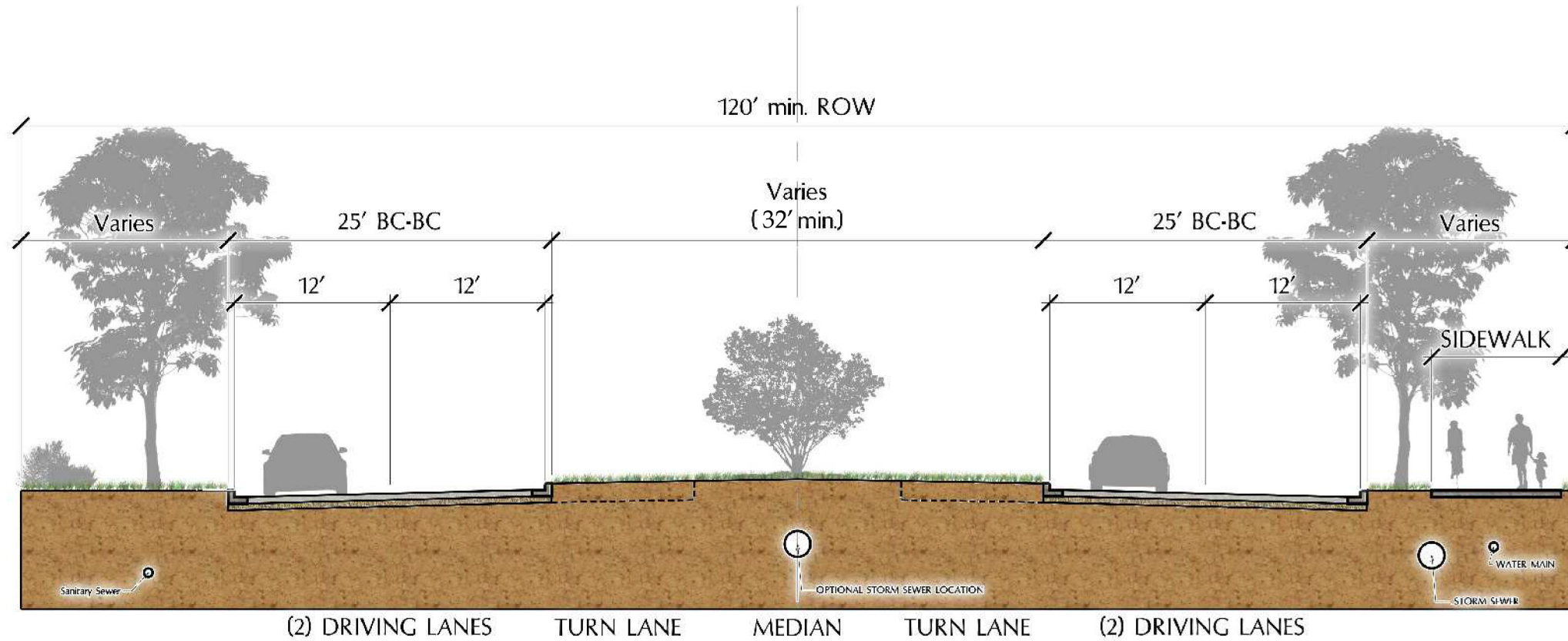
Exhibit 5: Circulation Plan



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TBPE No. F-726
TBPLS No. 10002300

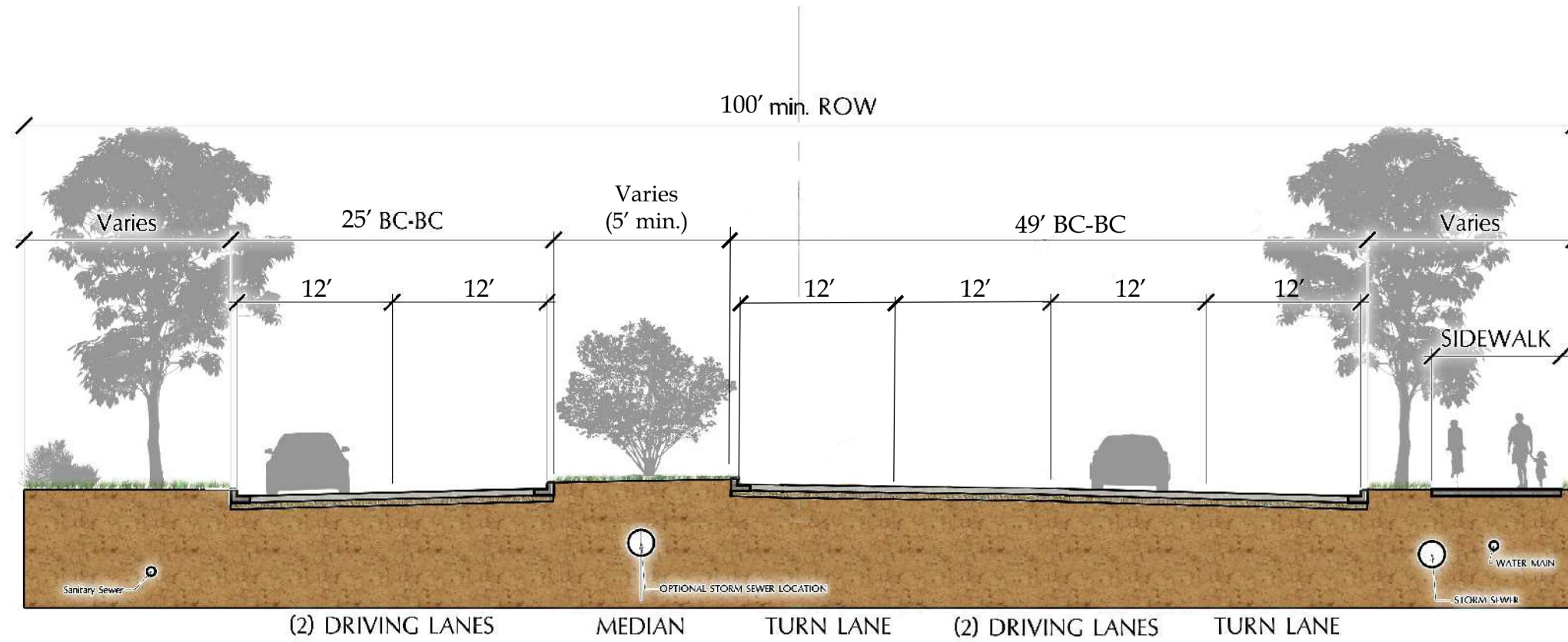
EHRA JOB NO.
221-022-00

No warranty or
intended use, do
improvements are
Plans for land
subject to change without notice.



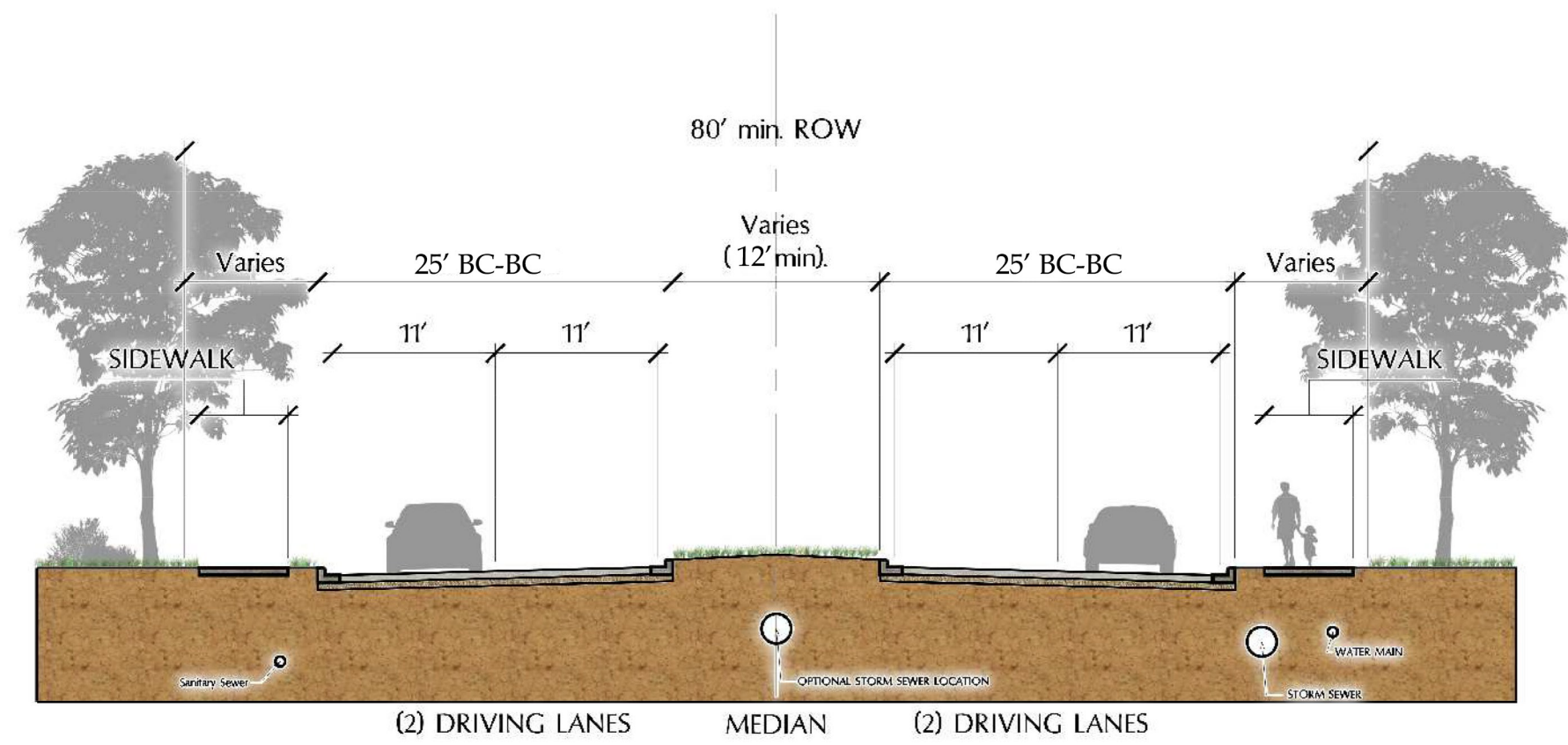
Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.



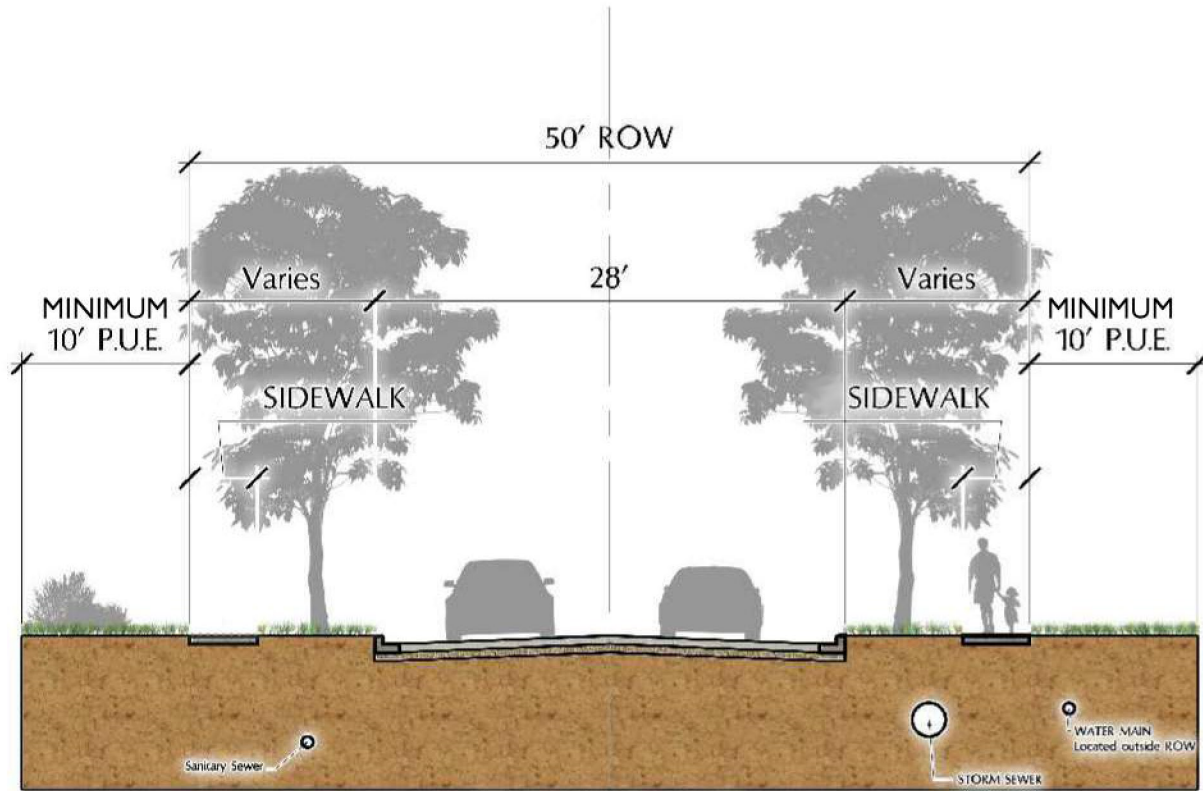
Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the east side of Karsten Boulevard.



Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.



(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. P.U.E.'s in excess of 10' may be required depending on final engineering design.

7. Street Design Criteria

Streets within Ellwood shall conform to the following standards:

Cul-de-sacs: Cul-de-sacs within residential areas shall be measured along the centerline of the street from the nearest intersecting street to the center of the terminus bulb. The maximum length of cul-de-sacs in residential areas shall be determined by the number of vehicle trips generated per day, which shall not exceed 350. For the purposes of this requirement, the following standard shall apply:

Detached Units – 10 vehicle trips per day per unit (35 units)

Attached units – 8 vehicle trips per day per unit (44 units)

In no case shall cul-de-sacs exceed 800 feet in length.

Landscape “islands” having a maximum radius of sixteen (16) feet shall be permitted within cul-de-sac bulbs.

Cul-de-sacs in non-residential areas shall be considered on a case-by-case basis by the City’s Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125’ apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve. Property lines at intersections of local streets shall transition with a 25 foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

Curves: Curves along major arterials shall be designed to meet or exceed minimum ASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along major collector streets shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to “L type” intersections. These types of intersections shall have a minimum centerline radius of 50 feet.

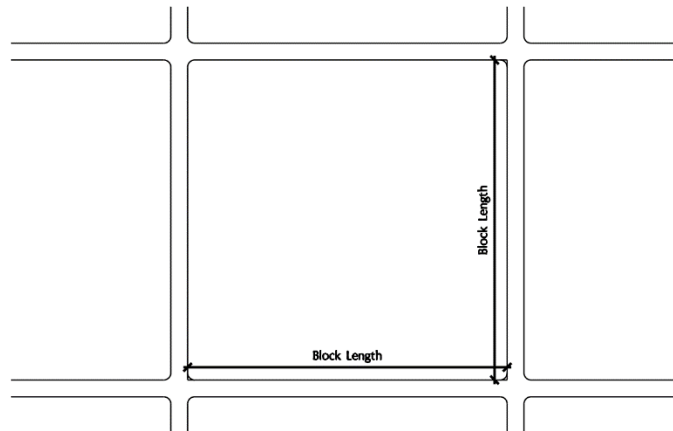
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

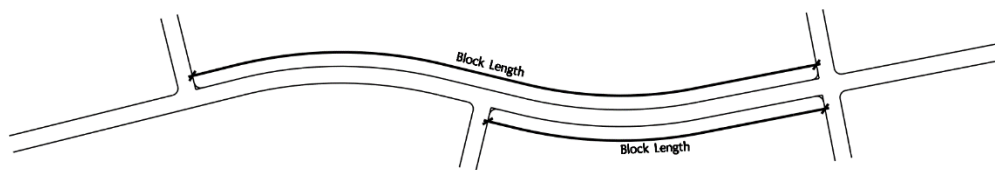
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks shall only be required by streets that are identified as major corridors on the City’s Thoroughfare Plan.
- The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

Block length shall be measured between intersections from edge of right-of-way to edge of right-of-way.



Traditional Block Length Measurement



Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 2,400 feet and pedestrian connections are not provided, the City’s Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Ellwood boundary with a public street must be provided a minimum of every 2,400 feet along the Ellwood boundary unless determined to be unnecessary by the City’s Designated Official.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 15 feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street that is not a

cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

All subdivision sections, regardless of the number of lots, will require a minimum of two points for emergency protection access. One of the points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each SF - 60's and SF - 50's lot shall have frontage on a local street.

Lots may not have direct vehicular access to a major arterial or major collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major arterial or collector.

8. Traffic Signalization

A Traffic Impact Analysis will be required to determine if traffic signals are warranted at the intersection of Karsten Boulevard with Davenport Parkway and the intersection of Karsten Boulevard with Dubuque Parkway.

If it is determined a signalized intersection is warranted per Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at this intersection. If a traffic signal is not warranted, the developer shall escrow 25% of costs for design and construction for each intersection. Escrowed funds for traffic signal improvements shall be due prior to platting Phase Two per Exhibit 13.

9. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3			
Sidewalk Requirements			
Street Type	Minimum Requirement		
Major Arterial	6 foot sidewalks shall be provided on both sides of the street	OR	An 8 foot sidewalk shall be provided on one side of the street
Major Collector	6 foot sidewalks shall be provided on both sides of the street	OR	An 8 foot sidewalk shall be provided on one side of the street
Local Street	5 foot sidewalks shall be provided on both sides of the street		

* At bridge crossings, 6 foot sidewalks shall be provided on both sides of the street or an 8 foot sidewalk shall be provided on one side of the street

Generally, sidewalks should be constructed within the right-of-way. Sidewalks adjacent to open space areas may meander between the right-of-way and open space when desired. When trails exist or are proposed on an adjacent reserve of open space area, sidewalks shall not be required provided that the trail is constructed of concrete. If a sidewalk is provided on only one side of the street and it meanders outside the right-of-way, it must return to the right-of-way at least every 1,400 feet.

Deviations from the above schedule will be considered on a case by case basis, subject to approval by City’s Designated Official.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Ellwood will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North Hayes Creek, man-made detention basins will be created that will extend out into the

community from the Creek. These detention basins will be contoured and landscaped and they will form the backbone of the open space system, providing a common “thread” that binds the community together both physically as well as socially.

Additionally, active recreational facilities will be developed and built within Ellwood, ranging from small pocket parks to the larger neighborhood parks, which will be connected through an extensive pedestrian trail system. This will be the backdrop for many leisure activities.

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with “passive” recreational opportunities and to maintain a visual barrier between adjacent uses.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 518 maximum dwelling units possible within this PUD, the parkland dedication requirement for Ellwood is 9.6 acres. Parkland shall comply with the City’s Planned Unit Development Ordinance (O-2019-14).

Easements, detention area maintenance berms, and drainage channel borders shall qualify at a 50% credit for parkland if they comply with the following criteria: include hike, bike, and all-weather paths that are connected to recreational areas as part of an open space system; landscaping and sodding installed according to the construction standards of the City; an average width of at least thirty feet (30’) and a minimum width of twenty feet (20’); and side slopes that do not exceed five to one (5:1) ratio, unless otherwise approved by the City.

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 259.4 acres, the open space requirement for Ellwood is 13.0 acres. Approximately 107.8 acres of land within Ellwood is planned to be designated as neighborhood parkland and open space. A minimum of 9.6 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4				
Parks and Open Space				
	Required		Provided	
Land Use	% of gross acreage	Acreage	% of gross acreage	Acreage
Parks and Open Space (POS)	5%	13.0	42%	107.8

All parkland will be accessible for general public use, except for the pool, which will be restricted to use by Ellwood residents. The Municipal Utility District or Homeowners Association will own and maintain all parks and open space. This will provide a benefit to the greater community by providing recreation opportunities to the public at no cost to the City. The developer will also contribute an additional \$450 per dwelling unit for the development of regional parks.

The Parks, Open Space, & Trails Plan is preliminary in nature and illustrates the proposed parks and open space areas within Ellwood. The specific location of individual parks or open spaces may be moved or combined as the design and development of Ellwood moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The City’s regional parkland fee shall still apply to all lots within this PUD.

A pool, recreation center, and playground will be constructed with Phase 2. An additional playground will be constructed with Phase 3. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City’s planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5	
Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

3. Trails

In addition to the required street sidewalks, Ellwood will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Ellwood will be maintained by the Municipal Utility District or Home Owner’s Association, except where trails are included in public parkland dedication areas, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Ellwood. Trails may be paved or unpaved and constructed of materials that are appropriate for the specific application. The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual trails may be moved or combined as the design and development of Ellwood moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.



Legend	
	Parks & Open Space 107.8 Ac.
	Parkland 9.6 Ac.
	Trail
	Pool
	Rec Center
	Playground

- 1) Parkland is included within both the Parks & Open Space Land Use and also within other Land Uses.
- 2) Trails along Major Arterials and Major Collectors may be only on one side if they comply with the sidewalk requirements of Table 3
- 3) The pool will be restricted to use by Ellwood residents.

Ellwood

Exhibit 10: Parks, Open Space, & Trails Plan

0 175 350 700
SCALE: 1"=700'



NORTH



EHRA JOB NO. 221-022-00

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SIERRA VISTA

C.R. 64 / DAVENPORT PKWY.
(120' R.O.W.)

FUTURE GRADE SEPARATION

FUTURE ACCESS ROAD

SINGLE FAMILY - 45'S

SINGLE FAMILY - 60'S

SINGLE FAMILY - 50'S

WP

PARKS & OPEN SPACE

COMM.

PARKS & OPEN SPACE

PARKS & OPEN SPACE

NORTH HAYES CREEK
(100' WIDE)

PARKS & OPEN SPACE

PARKS & OPEN SPACE

C.R. 758 / DUKE RD.
(80' R.O.W.)

SINGLE FAMILY - 50'S

KARSTEN BLVD.
(80' R.O.W.)

SINGLE FAMILY - 60'S

SINGLE FAMILY - 60'S

COMM.

SINGLE FAMILY - 50'S

SINGLE FAMILY - 45'S

SINGLE FAMILY - 50'S

S.H. 288

C.R. 63 / DUBUQUE PKWY.
(120' R.O.W.)

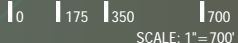
EXISTING R.O.W.
(40' WIDE)

Legend

- Precast Concrete / Masonry
- View Fence
- Standard Wood Fence

Ellwood

Exhibit 11: Fencing Plan



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G. Infrastructure

1. Municipal Utility Districts

Ellwood is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Ellwood will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. One water plant is anticipated. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Ellwood.

3. Wastewater

The wastewater collection and distribution system within Ellwood will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. Wastewater generated within the development will be collected by an internal network of gravity flow lines and lift stations and treated at the BCMUD No. 55 wastewater treatment plant in Meridiana, unless the City of Iowa Colony builds a regional wastewater plant closer to Ellwood in which case wastewater would be treated at that plant.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Ellwood.

4. Storm Drainage & Detention System

The drainage plan and storm sewer system will be designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Ellwood will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural

lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems will be designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system will be sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Ellwood is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Ellwood will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision - Based on Fill) to reflect the adjusted flood plain areas that will occur internal to the property as a result of development. No habitable structures shall be constructed within the floodway.

The Ellwood drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Ellwood.

6. Homeowner’s Association & Architectural Review Committee

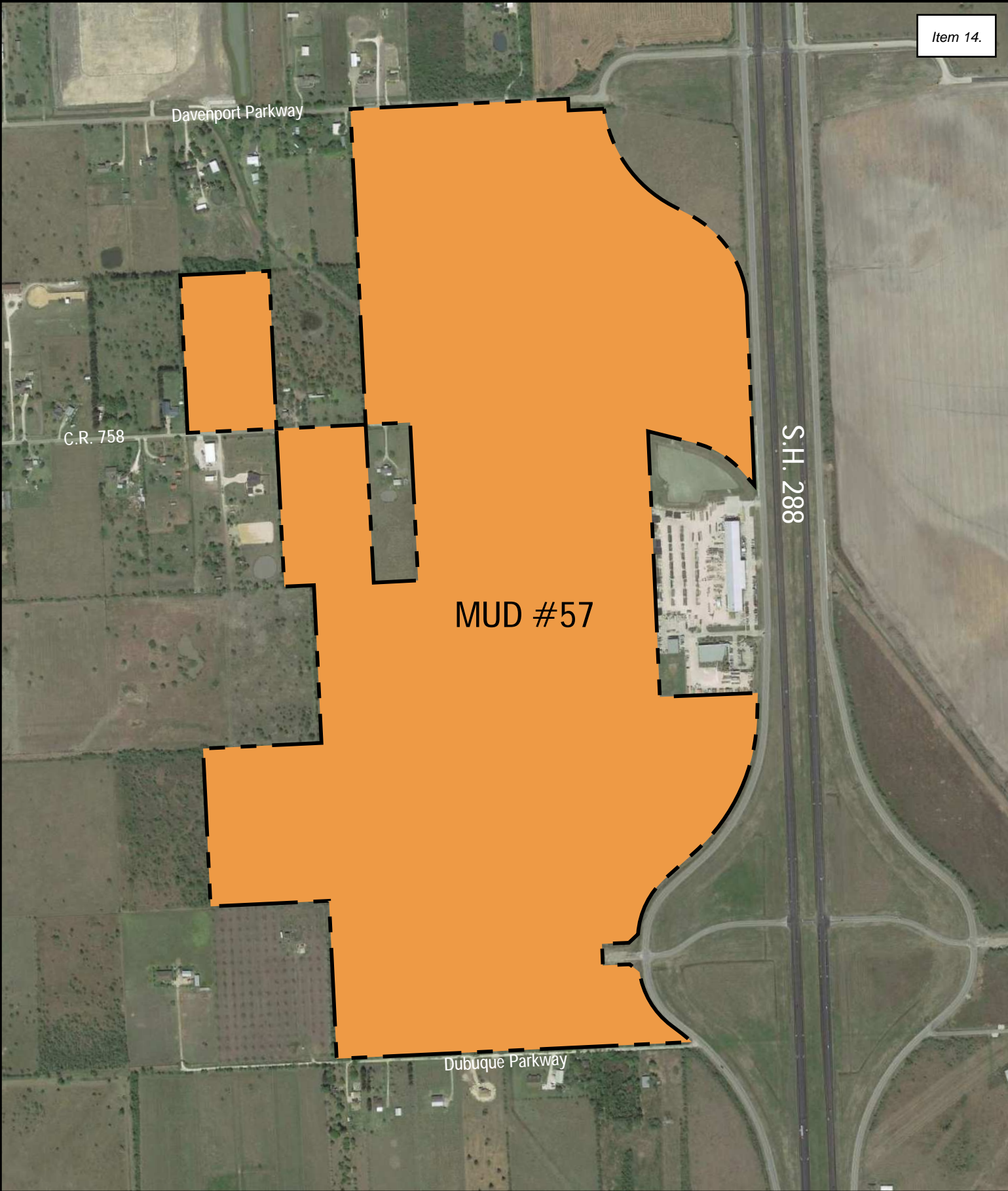
A Homeowner’s Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the city for their review and comment prior to being recorded with the county clerk. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

In addition to the HOA, an Architectural Review Committee (ARC) will be established to ensure conformance to the development standards contained within the PUD and enforce design guidelines which shall be established separately.

Property Owner’s Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner’ Associations.

H. Project Phasing

The phasing strategy for Ellwood provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Ellwood and indicates the estimated construction timing of each phase. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The city will be notified of any changes to the Phasing Plan.



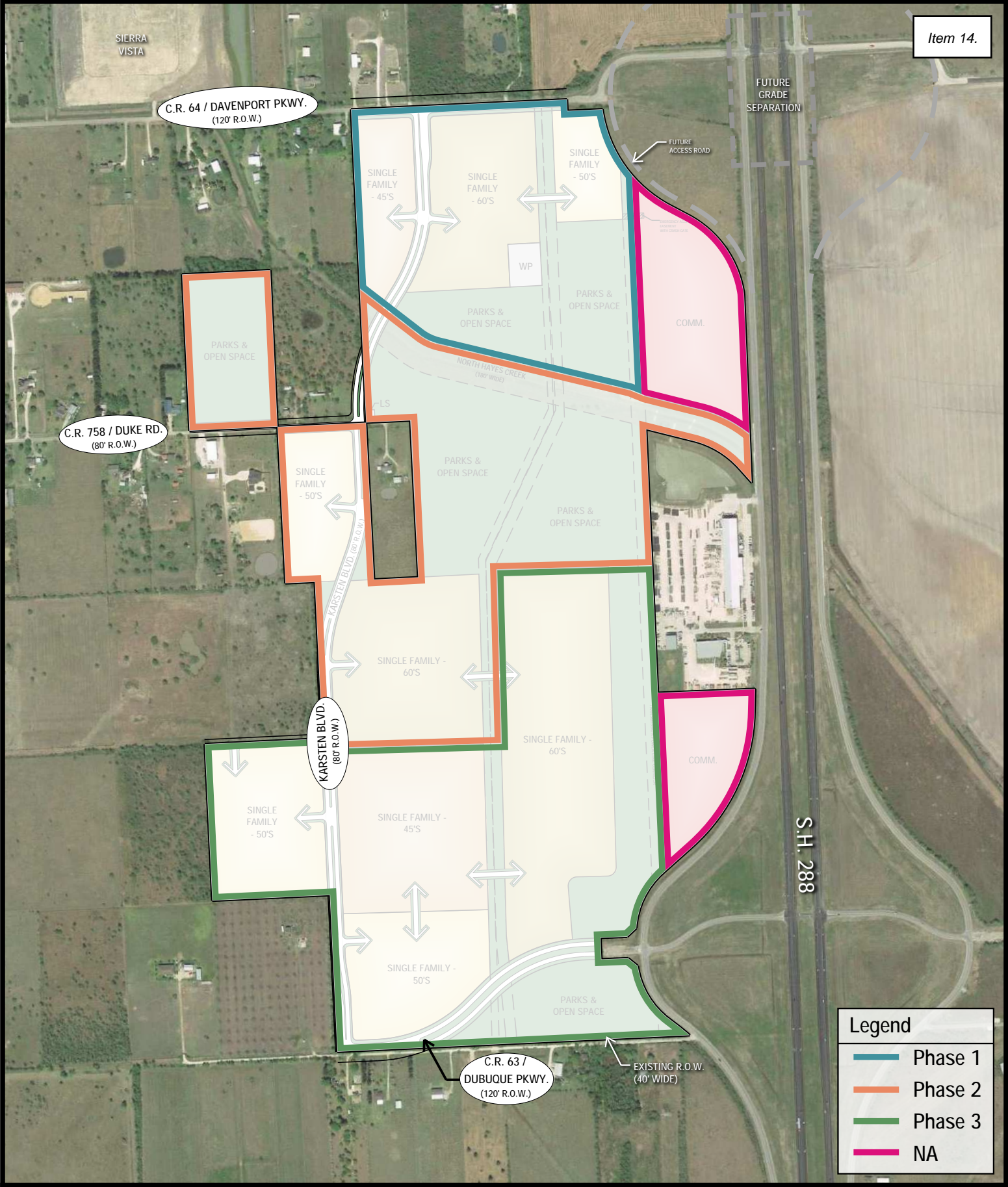
Ellwood

Exhibit 12: MUD Map



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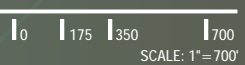
No warranty or
 intended use, do
 improvements are
 Plans for land
 subject to change without notice.



Legend	
	Phase 1
	Phase 2
	Phase 3
	NA

Ellwood

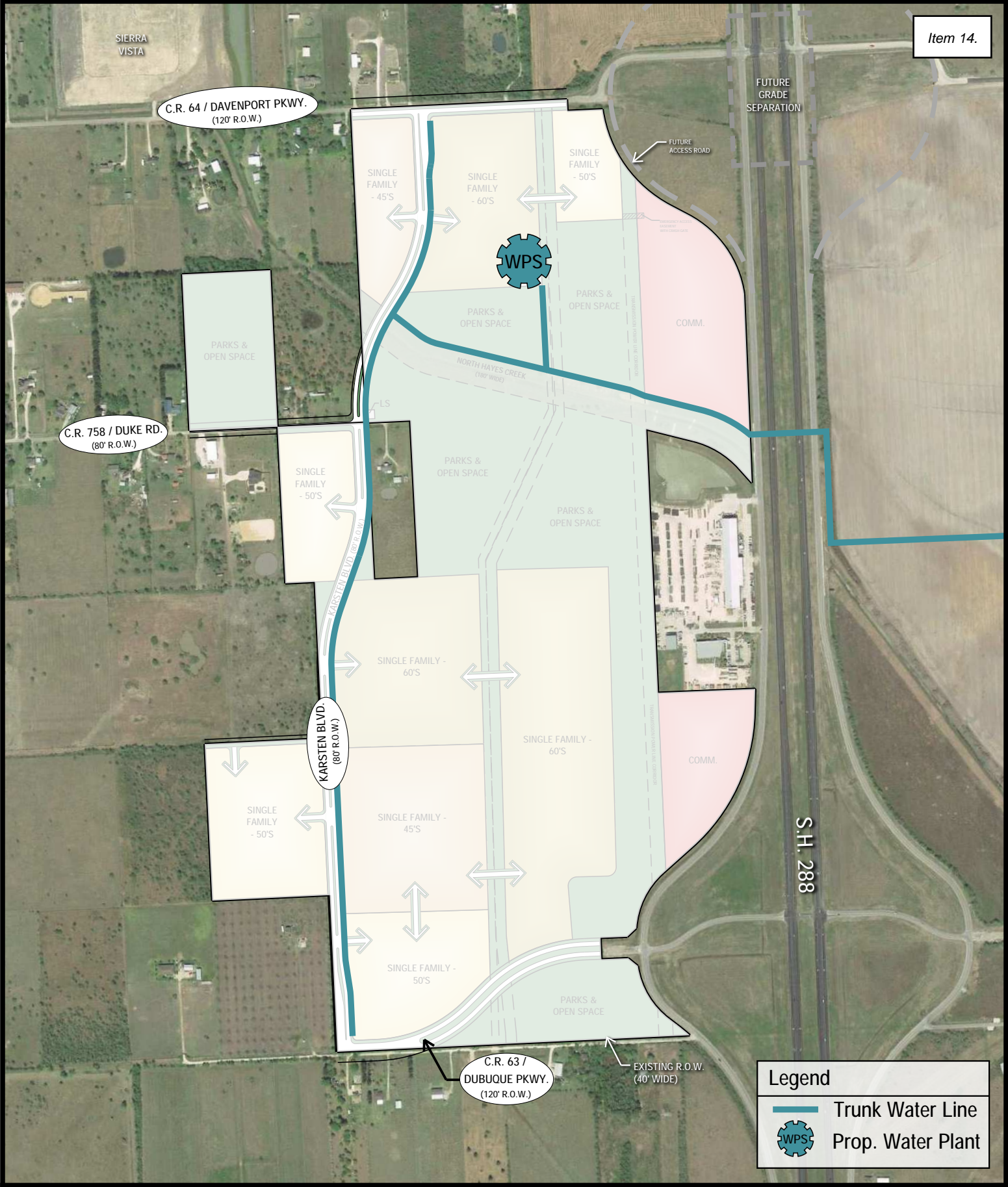
Exhibit 13: Phasing Plan





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EHRA JOB NO. 221-022-00



Legend

-  Trunk Water Line
-  Prop. Water Plant

Ellwood

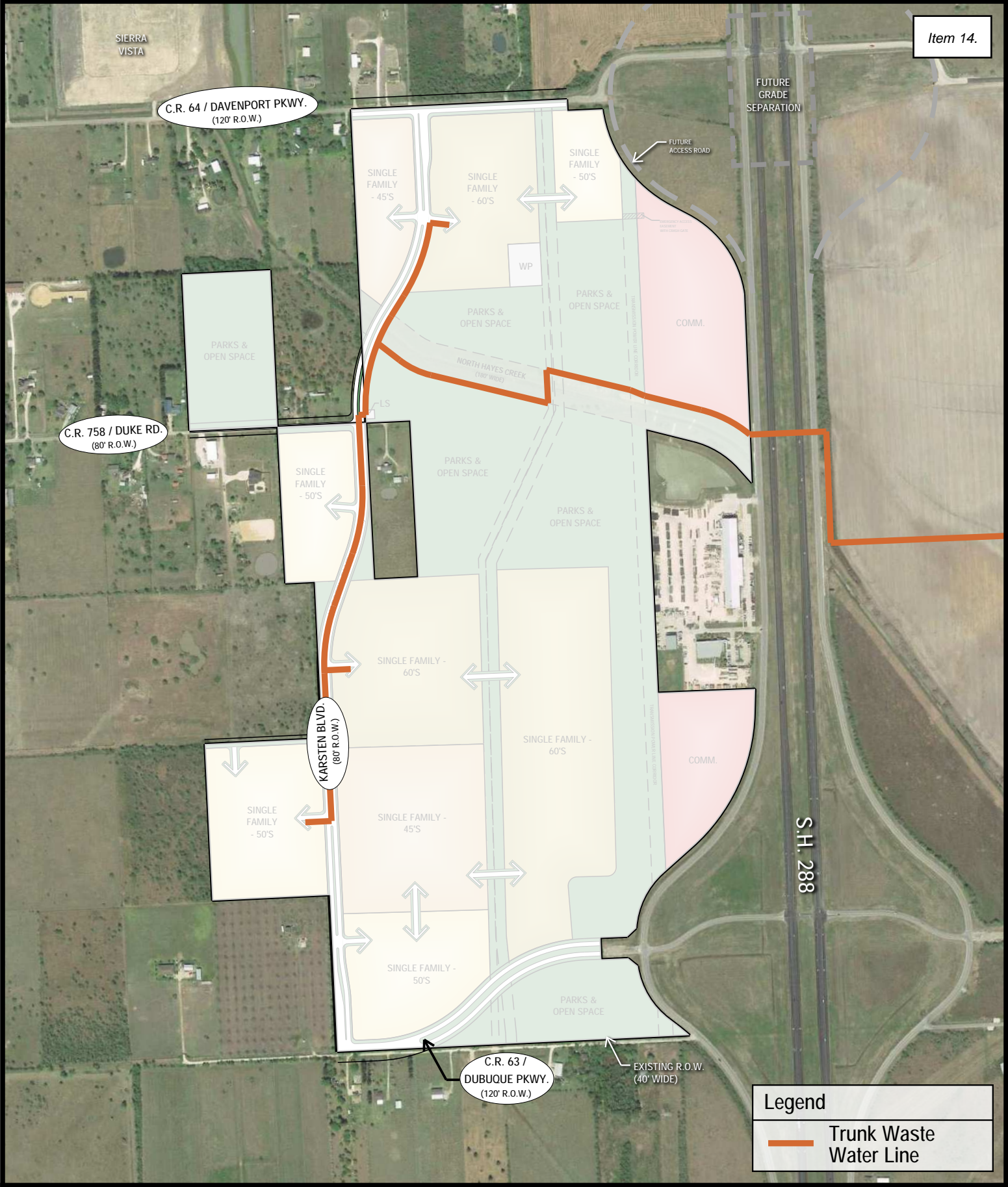
Exhibit 14: Water Supply and Distribution Plan



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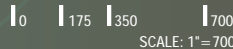


Legend

— Trunk Waste Water Line

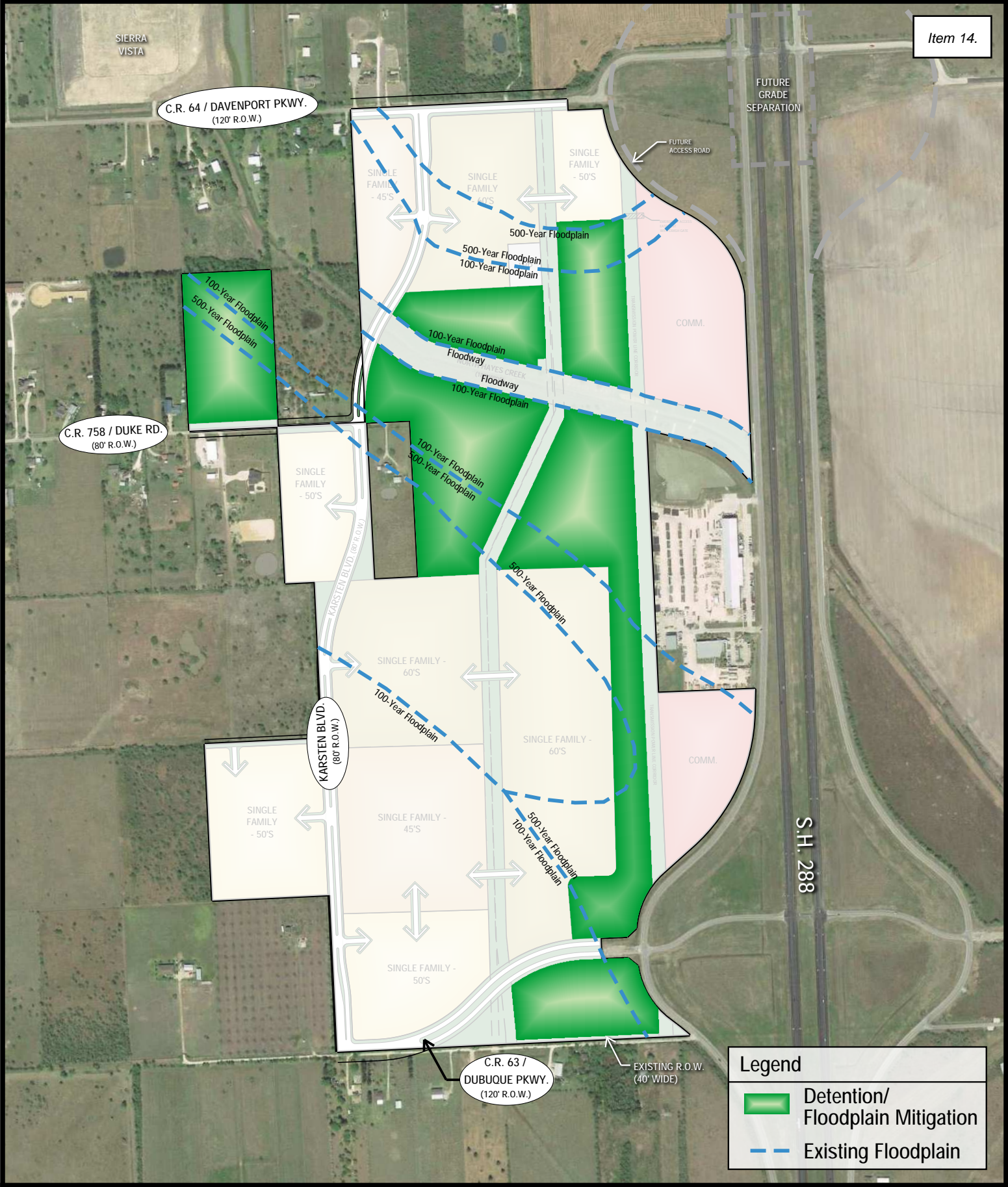
Ellwood

Exhibit 15: Sanitary Sewer Collection and Treatment Plan



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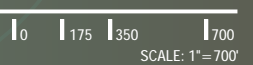


Legend

- Detention/
Floodplain Mitigation
- Existing Floodplain

Ellwood

Exhibit 16: Storm Water Detention and Floodplain Mitigation Plan



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10002300

EHRA JOB NO.
221-022-00

No warranty or intended use, do improvements are Plans for land subject to change without notice.

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

The purpose of the development regulations is to serve as the primary means of achieving the goals and objectives of the Development Plan.

They are designed to establish clear minimum development standards while providing a reasonable amount of flexibility in accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of Ellwood PUD. Appendix 1 contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understandable in the PUD, then those regulations and standards of the City of Iowa Colony codes and ordinances that are applicable for the most similar issue, condition, or situation shall apply as determined by the City's Designated Official. Appeal of any determination regarding applicability may be made to City Council.

This PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

If a proposed use has not specifically been listed as being a permitted use in a particular land use category within the PUD, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this PUD, a lawful use of land exists which would not be permitted by the regulations imposed by this PUD, such use may continue so long as it remains otherwise lawful, provided:

- No non-conforming use shall be enlarged, increased, or extended to occupy a greater area of land than was originally occupied at the date of adoption of this PUD.
- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the PUD.
- If any non-conforming use ceases for a period of more than 180 days, any subsequent use of the land shall conform to the regulations established by this PUD.
- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this PUD.

4. Non-Conforming Structures

Where, at the adoption of this PUD, a lawful structure exists which would not be permitted by the regulations imposed by this PUD, such structure may continue to exist so long as it remains otherwise lawful, provided:

- No non-conforming structure shall be enlarged, increased, or extended beyond its size at the date of adoption of this PUD.
- In the event that any non-conforming structure or non-conforming portion of a structure is destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the regulations established by this PUD.
- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the PUD.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the PUD.

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for minor plats as defined by state law.

Preliminary plats should generally conform to the General Development Plan. Any significant change, as determined by the City's Designated Official shall require the submittal of a revised general development plan for approval by the Planning Commission.

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

8. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety

permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:
 - a.) Maintain a 1,000 foot separation between all operations or storage and the nearest occupied residence;
 - b.) Limit hours of operation to between 7:00 a.m. and dusk, Monday through Friday;
 - c.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project.
 - d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Design Guidelines

Design guidelines will be created which will address site and building design within Ellwood. The purpose of these guidelines will be to preserve the character of Ellwood by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Ellwood will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Ellwood. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

C. Development Standards

1. Single Family - 60's (SF - 60's)

Purpose: The Single Family - 60's category is intended for the development of detached, single family dwelling units and compatible uses. There will be no private/gated Single Family - 60's sections.

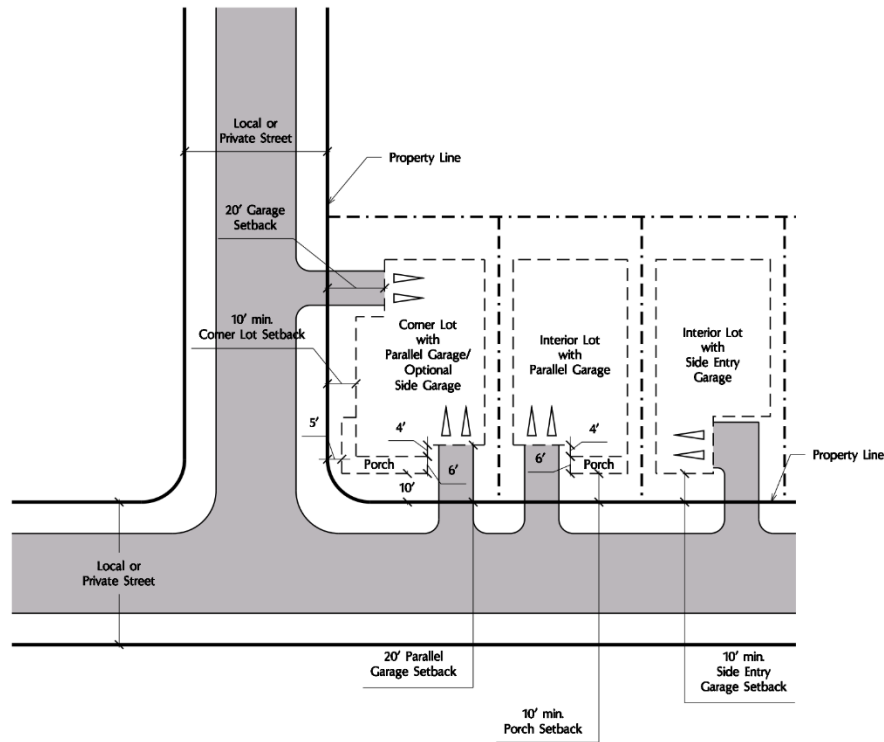
- Permitted uses:*
- Accessory structures
 - Community centers
 - Drill sites
 - Entry features & monuments
 - Institutional uses
 - Minor utilities
 - Open space
 - Parks
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
- Minimum Lot Area:* 6,600 square feet
- Minimum Lot Width:* 60 feet at the lesser of the front or rear building setback line
- Minimum Setbacks:*
- Front: 20 feet for lots that front on a local street
5 feet for lots that front on a common area
 - Rear: 15 feet**
 - Side: 5 feet**

- Corner: 10 feet for lots that side on a local street*
- Reserves: 15 feet for lift stations fenced by precast concrete/masonry walls
- 25 feet for reserves adjacent to Major Arterials

*Porches (if provided) may encroach into the front setback up to ten (10) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet. (See lot diagram below)

**One Story accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

SINGLE FAMILY - 60's LOT DIAGRAM



Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

2. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

- Permitted uses:*
- Accessory structures
 - Community centers
 - Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Minimum Lot Area: 6,000 square feet

Minimum Lot Width: 50 feet at the lesser of the front or rear building setback line

Minimum Building Floor Area: 1,400 square feet

Maximum Lot Coverage: 60% of lot (inclusive of attached garage area)

Minimum Setbacks:

Front: 20 feet for lots that front on a local street*

5 feet for lots that front on a common area

Rear: 15 feet**

Side: 5 feet**

Corner: 10 feet for lots that side on a local street*

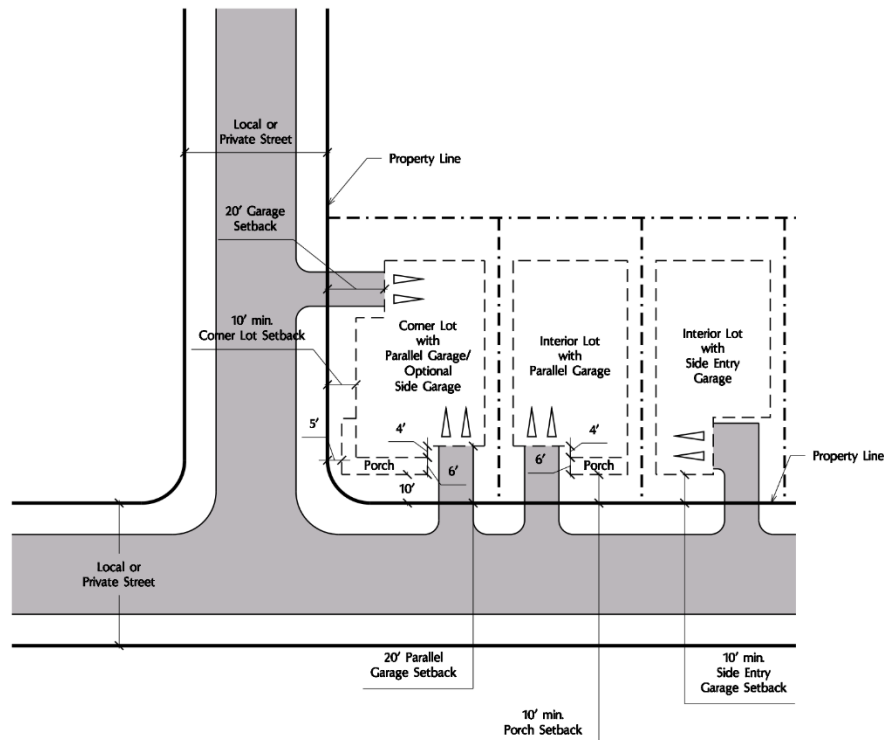
Reserves: 15 feet for lift stations fenced by precast concrete/masonry walls

25 feet for reserves adjacent to Major Arterials

*Porches (if provided) may encroach into the front setback up to ten (10) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet. (See lot diagram)

**Accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements:

Single Family - 60's homes shall comply with the standards established in Single Family - 60's category.

For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Single Family - 45's (SF - 45's)

Purpose: The Single Family - 45's (SF - 45's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 45's sections.

Permitted uses:

- Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses

- Minor utilities
- Open space
- Parks
- Recreational facilities
- Religious assembly
- Single family homes
- Temporary uses

- Minimum Lot Area:* 5,400 square feet
- Minimum Lot Width:* 45 feet at the lesser of the front or rear building setback line
- Minimum Building Floor Area:* 1,400 square feet
- Maximum Lot Coverage:* 60% of lot (inclusive of attached garage area)

Minimum Setbacks:

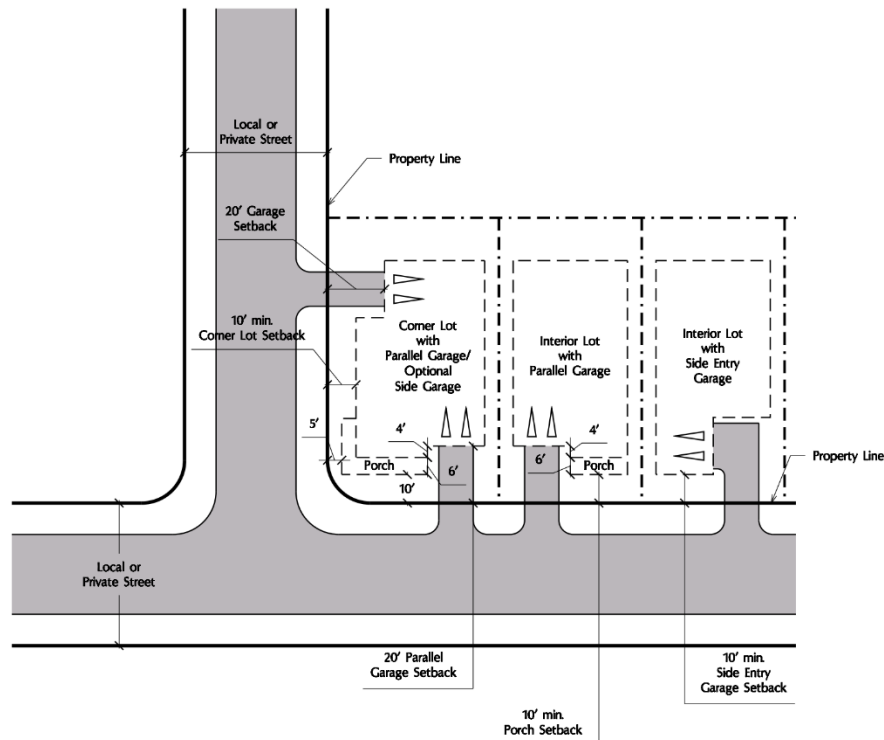
- Front: 20 feet for lots that front on a local street*
- 5 feet for lots that front on a common area
- Rear: 15 feet**
- Side: 5 feet**
- Corner: 10 feet for lots that side on a local street*
- Reserves: 15 feet for lift stations fenced by precast concrete/masonry walls
- 25 feet for reserves adjacent to Major Arterilas

*Porches (if provided) may encroach into the front setback up to ten (10) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum

setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet. (See lot diagram)

**Accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 45's LOT DIAGRAM



Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements:

Single Family - 60's homes shall comply with the standards established in Single Family - 60's category and Single Family - 50's homes shall comply with the standards established in Single Family - 50's category.

For one (1) story primary structures in any Single Family - 45's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 45's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

4. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail that meets the daily needs of the community.

Permitted uses:

- Abstract or title company
- Accounting
- Advertising agency
- Agricultural uses
- Animal feed store
- Antique store

Appraisers

Architect

Art gallery

Arts and crafts store

Automatic laundry

Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant,
but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Motion picture theater, but not drive-in theater

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statutes)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Studio (art, music or photo)

Taxidermist

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

Self-service car wash (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to: 71 feet (for buildings with gross leasable area over 25,000 square feet)

53 feet (for buildings with gross leasable area under 25,000 square feet)

Rear: 20 feet

Side: 10 feet

Corner: 20 feet

Lift stations: 15 feet if fenced by precast concrete/masonry walls

Along Major Arterials: 25 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines a distance equal to or greater than the height of the tower.

5. Institutional (I)

Purpose: The Institutional category is intended to provide for the development of public and private uses that serve the community.

- Permitted uses:*
- Major utilities
 - Minor utilities
 - Open space
 - Parks
 - Public facilities
 - Public safety site
 - Recreational facilities
 - Religious assembly
 - Schools (public & private)
 - Telecommunication towers
 - Temporary uses
 - Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 5 feet

Corner: 5 feet

Lift stations: 15 feet if fenced by precast concrete/masonry walls

Along Major Arterials: 25 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Maximum Building Height: 60 feet. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

Parking Requirement: Shall comply with the parking standards established in this section

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines a distance equal to or greater than the height of the tower.

6. Parks & Open Space (P-OS)

Purpose: The Parks & Open Space category is intended to provide for the development of recreation and open space areas within the community.

- Permitted uses:*
- Community centers
 - Drill site
 - Entry features & monuments
 - Institutional uses
 - Minor utilities
 - Open space
 - Parks
 - Public facilities, excluding major utilities
 - Recreational facilities
 - Telecommunication towers
 - Temporary uses
 - Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Arterials: 25 feet

Along other streets: 10 feet

Rear: 10 feet

Side: 10 feet

Lift stations: 15 feet if fenced by precast concrete/masonry walls

Architectural features may encroach into the setback area a maximum of thirty-six (36) inches.

Max. Building Height: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

Parking Requirement: Shall comply with the parking standards established in this section

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines a distance equal to or greater than the height of the tower.

7. Parking

Parking within Ellwood shall be provided according to the following schedule:

TABLE 6	
Parking Requirements	
Land Use	Minimum Requirement
Single Family – 60’s	2 enclosed spaces per unit
Single Family – 50’s	2 enclosed spaces per unit
Single Family – 45’s	2 enclosed spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

Deviations from the above requirements shall be considered by the City’s Designated Official on a case by case basis. Appeals to the Official’s interpretation may be made to City Council within thirty (30) days of the date of the determination.

The City’s Designated Official shall determine the minimum number of parking spaces required for any use not specified above. Appeals to the Official’s interpretation may be made to City Council within thirty (30) days of the date of the determination.

Shared parking should be encouraged where appropriate. Adjustment of the minimum number of parking spaces required to serve a combination of occupancies shall be determined according to the following formula:

- 1) Determine the parking requirement for each occupancy as though it were a separate use;
- 2) Multiply each amount by the corresponding percentage for each applicable time period shown in the following schedule:

TABLE 7					
Shared Parking Table					
	Weekdays			Weekends	
Use	Night Midnight – 6 a.m.	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight
Retail	5%	50%	90%	100%	70%
Restaurant / Tavern	10%	50%	100%	50%	100%
Entertainment / Recreation	10%	40%	100%	80%	100%
All Others	100%	100%	100%	100%	100%

- 3) Calculate the column total for each time period;
- 4) The column with the highest value shall be the parking requirement.

D. Definitions

Accessory structure – any above ground structure that is (1) incidental to and customarily associated with the main structure on the site, and (2) located on the same lot as the principal building. Accessory structures may include, but are not limited to detached garages and gazebos, but does not include utility or storage sheds.

Architectural feature – an ornamentation or decorative feature attached to or protruding from the exterior wall of a building. Architectural features may include, but are not limited to windows (e.g. bay windows), chimneys, columns, awnings, marquees, façade, or fascia.

Attached housing – a building containing three or more dwelling units.

Banking or financial institution – a chartered financial institution that engages in deposit banking and closely related functions such as making loans, investments and other fiduciary activities. Drive-up windows and drive-thru automated teller machines (ATM) are permitted as an accessory use.

Block length – the distance measured along a street between two intersecting streets.

Building – a structure used for or supporting any use or occupancy that requires a building permit.

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street

Childcare facility – a commercial or non-profit facility that provides shelter, care, activity, and supervision of children for periods of less than 24 hours a day and is licensed by the state.

Community center – a meeting place used by the community in which community members may gather for social, educational, recreational, or cultural activities. Uses include recreation, fitness center, meeting areas, and restaurants with or without alcohol sales. Community center use may be restricted to dues paying members.

Condominium – A single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

Convenience store – Any retail establishment offering for sale gasoline and a limited line of groceries and household items intended for the convenience of the neighborhood. Automotive washing is permitted as an accessory use. The sale of alcohol is permitted as an accessory use.

Council – Shall mean the City Council of the City of Iowa Colony.

Cul-de-sac - Any street with only one outlet that terminates in a vehicular turnaround.

Designated Official – The individual authorized by the City of Iowa Colony to provide direction and oversight and personally perform duties related to a comprehensive program to protect the health and safety of citizens and the quality of life by ensuring that planning activities meet appropriate codes, standards and city ordinances.

Detached housing – A site-built building containing only one dwelling unit.

Developer – Beazer Homes Texas, LP

Drill site – A tract of land designated for the purpose of extracting oil or gas comprising a “spacing unit “or “proration unit” as determined by the State Railroad Commission.

Dwelling unit - Any building or portion thereof which is designed or used exclusively for residential purposes.

Entry features – Primary points of vehicular entry into the property that are enhanced with landscaping, water features, architectural treatments, and lighting.

Front loaded – Any dwelling unit that takes vehicular access from the street on which it fronts.

Frontage – Frontage shall mean that portion of any lot or tract that abuts a street or approved common area. A lot or tract abutting more than one street shall have frontage on only one street which shall be deemed to be the side having the shortest dimension unless otherwise indicated on the subdivision plat.

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

Grocery store – A retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods. The sale of alcohol is permitted as an accessory use.

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

Gross density – A measurement of density based on the calculation of the total gross acres within a subdivided area divided by the total number of dwelling units within that area.

Home occupation – An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises. A home occupation use shall not change the residential character of the property or the neighborhood and shall meet all applicable legal requirements. A home occupation may not display signage on the property. No more than one (1) employee may reside off-premises.

Homeowner's association (HOA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a subdivision. All residential property owners within the subdivision shall be a member of the HOA for that subdivision.

Institutional use – A use designated for public facilities including, but not limited to major and minor utilities, public safety sites, libraries, schools (both public and private) and other civic uses.

Knuckle – The projection toward the outside corner of a bend in the right-of-way of that allows for adequate turning movements for emergency and other vehicles.

Landscaping – Planting and related improvements for the purpose of beautifying and enhancing a portion of land and for the control of erosion and the reduction of glare, dust and noise. Rocks and/or gravel, by itself shall not constitute landscaping.

Laundry services (including dry cleaning) – A facility that launders or dry cleans articles dropped off on the premises directly by the customers or where articles are dropped off, sorted, and picked up, but where laundering is done elsewhere.

Local street - A public street that is not a major arterial or major collector and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

Lot – An undivided tract of land having frontage on a public or private street which is designated as a separate and distinct tract and identified by numerical identification on a duly and properly recorded subdivision plat.

Major arterial – A public street designated as a Major Arterial on the City’s Thoroughfare Plan.

Major collector – A public street designated as a Major Collector Street on the City’s Thoroughfare Plan.

Major utility – Uses or structures providing utility services that have a potential major impact by virtue of appearance, noise, size, traffic generation or other operational characteristics, which include, but are not limited to, transmission substations, wastewater treatment facilities, water reservoirs and pump stations, and power plants. This use does not include private individual water supplies or septic tanks. *See Minor Utilities.*

Minor utility – Small scale facilities that are necessary to support development and that involve only minor structures. Minor utilities include, but are not limited to facilities such as power lines, water and sewer lines, wastewater lift stations, storm drainage facilities, transformers, hydrants, switching boxes and similar structures.

Mixed-use – A tract of land, building, or structure developed for two or more different uses such as, but not limited to, residential, office, retail, public, or entertainment. The mix of uses may occur either on the same tract of land, but compartmentalized into separate buildings, or located within the same building (e.g. retail on the first floor and office or residential on the floors above the retail).

Neighborhood – A collection of compatible subdivisions.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas may include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Overall project - The approximately 259.4 acres of land that constitutes the entire Ellwood project.

Personal services – Establishments providing non-medical related services generally related to personal needs, including beauty and barber shops, day spas, garment and shoe repair shops, laundry services (including dry cleaning), photographic studios, dance studios, and health clubs. These uses may include the accessory retail sales of products related to the services provided.

Personal storage – An area used or intended for the storage of materials, vehicles or equipment not in service.

Private – Elements of the development that are not intended for public use and are operated and maintained by a private entity.

Professional office- A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The approximately 259.4 acres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

Property owner's association (POA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a commercial development.

Public facilities – Any non-commercial land use (whether publicly or privately owned) which is to be used and/or allocated for the general good of the public. These uses include, but are not limited to governmental offices, libraries, parks, and major and minor utilities.

Public safety site – A tract of land containing a building or structure that is designated for police, fire, or emergency services.

Public utilities – Any utilities that are provided by the city, county, or municipal utility district which may include, but are not limited to water and wastewater.

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses shall include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, etc.

Religious assembly – A building or group of buildings used or proposed to be used for conducting organized religious services and accessory uses directly associated with the use.

Restaurant (including carry-out and drive-thru) – A commercial establishment where food and beverages are prepared for consumption either on or off the premises. The sale of alcohol is permitted.

Retail – Retail sales of any article, substance, or commodity within a building or structure.

School (public or private) – An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, art schools, trade schools, and similar facilities.

Shared parking – The use of the same off-street parking stall or stalls to satisfy the off-street parking requirements for two or more individual land uses without significant conflict or encroachment.

Subdivision – The division of a lot, tract, or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose of residential, industrial, office and business development or other uses.

Telecommunication tower – A structure on which there are electronic facilities for receiving or transmitting communication signals.

Temporary use – Any use allowed for a specific period of time. A use that is not of a permanent nature.

Theater – An outdoor or indoor area or building used for dramatic, operatic, motion pictures, or other performances.

Wastewater treatment facilities – Any facility used for the treatment of commercial and residential wastewater for sewer systems and for the reduction and handling of solids and gasses removed from such wastes.

Water plant facilities – Any facility used for the collection, treatment, testing, storage, pumping, or distribution of water for a public water system.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Variances from the Subdivision Ordinance

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Ellwood. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

**TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances**

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law. Preliminary plats should generally conform to the General Development Plan. Any significant change shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthestmost boundary of the subdivision.	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the developer shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthestmost boundary of the subdivision. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer shall not improve Duke Road, but will pay fee in lieu of construction.	From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements and detention basins shall not be included in calculating the 5 percent requirement.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all residential lots to be located within a PUD shall be 45 feet.	15 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

**TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances**

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities.	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.

TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for SF - 60's, SF - 50's, and SF - 45's lots, and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum side setback of 10 feet 15 foot reduction for side-entry garages 15 foot reduction for side setbacks on corner lots	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	The minimum lot width for SF - 45's lots shall be 45 feet with a minimum area of 5,400 square feet.	15 foot reduction in width and 900 square feet reduction in area	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Ellwood. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Ellwood and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Ellwood without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and improve the perimeter streets to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will only be responsible for street improvements within Ellwood. This is common practice. From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.

**TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances**

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures 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 surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber board or equal.	<p>For one (1) story primary structures in any SF - 50's or SF - 45's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.</p> <p>For two (2) story primary structures in any SF - 50's or SF - 45's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick and masonry, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.</p>	<p>For one story primary structures, a twenty percent reduction in overall minimum exterior wall surface required to be brick or masonry veneer, as well as a requirement that all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond be constructed of brick or masonry veneer for one hundred percent of exterior wall surface. An addition of board and batten as an acceptable material for the remaining maximum twenty percent wall surface.</p> <p>For two story primary structures, the inclusion of board and batten as an acceptable material for the remaining maximum forty percent wall surface.</p>	<p>Reducing the overall minimum exterior wall surface required to be brick or masonry veneer and allowing siding accents on gables allows for a greater variety of products. At the same time, walls with high visibility will still meet the requirements and maintain the desired look of the neighborhood. Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.</p> <p>Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.</p>

**TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances**

Ordinance Reference	Requirement	Proposed	Difference	Justification
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 45's and SF - 50's lots require a minimum building floor area of 1,400 square feet (not including the attached garage area) and a maximum first floor building coverage of sixty (60) percent of the single-family residential lot area.	A 1,000 square foot reduction in minimum building floor area and ten percent increase in maximum first floor building coverage.	A smaller minimum building floor area and a greater maximum first floor building coverage allow for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.2.a.i) Rear building setback	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line.	SF - 50's and SF - 45's lots require a minimum fifteen (15) feet building setback from rear lot line.	A five (5) foot reduction in minimum building setback from rear lot line for SF - 50's and SF - 45's lots.	A smaller minimum building setback line from rear lot line allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.l) Spacing between developments #1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area.	There shall be no minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet.	The minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet is removed.	The perimeter boundary of Ellwood is 512 feet from the perimeter boundary of Sierra Vista, which also has single-family residential lots that are less than 6,600 square feet. Removing the minimum distance will allow for more high-quality development conveniently adjacent to State Highway 288. This development will then attract homebuyers and enhance the City's long-term viability.
Unified Development Code Sec. 3.2.1.5 Private Neighborhood Park Land in Lieu of Land Dedication for Neighborhood Parks (a)	A developer responsible for dedication under this Article may elect to meet up to fifty percent (50%) of the requirements of Section 3.2.1.3 by the provision of private neighborhood park land.	All parkland will be accessible for general public use, except for the pool, which will be restricted to use by Ellwood residents. The Municipal Utility District or Homeowners Association will own and maintain all parkland.	No parkland will be dedicated to the City.	This will provide consistency and simplicity in ownership and maintenance. It will also provide recreation opportunities to the public at no cost to the City.

**TABLE 8
Ellwood Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances**

Ordinance Reference	Requirement	Proposed	Difference	Justification
<p>Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation</p>	<p>The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.</p>	<p>Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.</p>	<p>Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.</p>	<p>Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certificate of Occupancy.</p>

**TABLE 9
Ellwood Engineering Design Criteria Manual Variances**

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Ellwood can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1, or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.

E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of the PUD. Appeals to the Designated Official's interpretation shall be made to City Council within thirty (30) days of the date of the interpretation.

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) percent within the project or exceed the maximum number of dwelling units permitted.

Decisions by the Designated Official regarding administrative changes shall be subject to appeal by the City Council. The following categories shall be considered administrative changes, but are not limited to:

- The addition of new information to the PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school or park sites.

- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use, but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

The City's Designated Official shall have the authority to make a determination whether an administrative approval is appropriate regarding any situations or circumstances that are not specifically listed here.

G. Substantial Change

The PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's applicable fee schedule. All fees shall be fair and reasonable.

I. Additional Requirements

The developer shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the development in the amount of one thousand dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the development to the property.

Noncompliance of the PUD will result in withholding of building permits within the boundaries of the PUD.

Regardless of any other provision, no plat or building permit in the premises shall be approved until the City and the drainage district with jurisdiction of the premises have approved the drainage.

Appendix A

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING PARTS OF MUD 57 AND HIGHWAY 288, AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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

1. The City Council of the City of Iowa Colony, Texas (“the City”) hereby finds that all statements in any part of this ordinance are true.
2. This annexation is authorized by Subchapter 43, C-3 and Section 43.1056 of the Texas Local Government Code and all other applicable law.
3. The owners of the land annexed by this ordinance are Rally 288 West, LLC, Rally 288 East, LLC, and the Texas Department of Transportation (herein jointly called “Owners”). Rally 288 West, LLC and Rally 288 East, LLC have requested this annexation. The Texas Department of Transportation (“TxDOT”) has been deemed by law to consent to this annexation, because the City notified TxDOT of the intent to annex TxDOT’s portion of the property herein described at least 61 days before passing the ordinance annexing that property, and TxDOT has not objected in writing to that annexation.
4. This entire ordinance is in the public interest.
5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.
6. The property (herein called “the Annexed Area”) described on Exhibit “A,” which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.
7. The City of Iowa Colony hereby adopts and enacts the Municipal Services Agreements attached hereto as Exhibit “B” and incorporated herein in full.
8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.
9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:


KAYLEEN ROSSER, CITY SECRETARY



Iowa Colony/Ordinance/Annexation/Ord Annexing Parts of MUD 57 and Highway 288

EXHIBIT "A"
ANNEXED AREA

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	458.37	44°16'48"	354.25
C2	458.37	44°12'07"	353.62
C3	1273.24	40°34'28"	892.84

LINE	BEARING	DISTANCE
L1	S 87°16'27" W	1900.12
L2	N 48°10'58" E	102.36
L3	N 47°14'28" E	70.53
L4	N 87°38'11" E	149.85
L5	N 02°20'49" W	120.00
L6	S 87°39'11" W	150.00
L7	N 50°26'08" W	69.60
L8	N 32°56'12" W	32.06
L9	N 12°20'42" W	581.22
L10	N 02°18'54" W	517.42
L11	N 87°19'08" E	2389.83
L12	S 02°40'32" E	2771.19

THIS DOCUMENT WAS PREPARED UNDER THE TAG 483.291, DOES NOT REFLECT THE RESULTS OF ANY SURVEY OR INVESTIGATION 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.



Robert Boelsche

ROBERT L. BOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4448



10011 MEADOWCLENLEN
HOUSTON, TEXAS 77042
713-784-4600
WWW.EHRAINCO.COM
TYPE NO. F-728
TBPELS No. 10092300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 11
BRAZORIA COUNTY, TEXAS

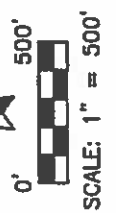
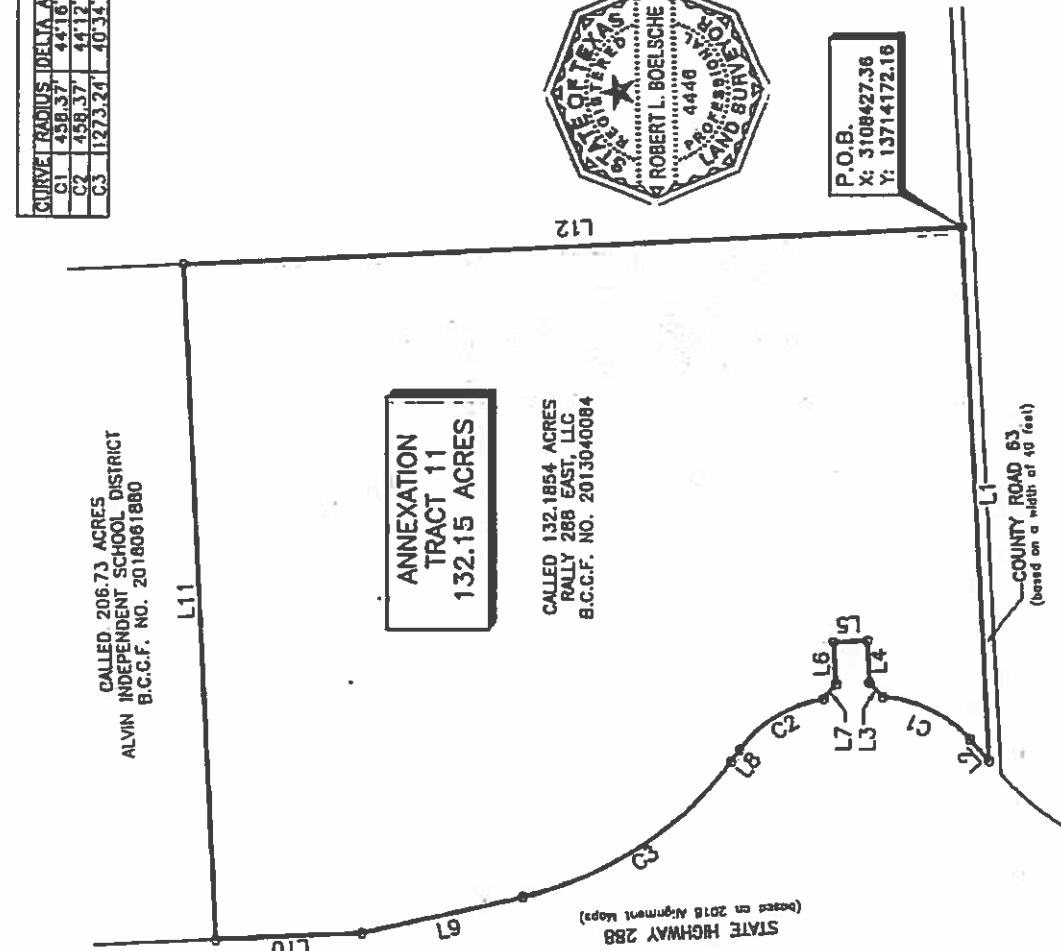
DATE: 08/08/2021 SCALE: 1" = 500'
JOB NO: 071-045-00
DRAWING NO: 11-11.dwg

CALLLED 206.73 ACRES
ALVIN INDEPENDENT SCHOOL DISTRICT
B.C.C.F. NO. 2018061880

ANNEXATION
TRACT 11
132.15 ACRES

CALLED 132.1854 ACRES
RALLY 288 EAST, LLC
B.C.C.F. NO. 2013040084

P.O.B.
X: 3108427.36
Y: 13714172.16



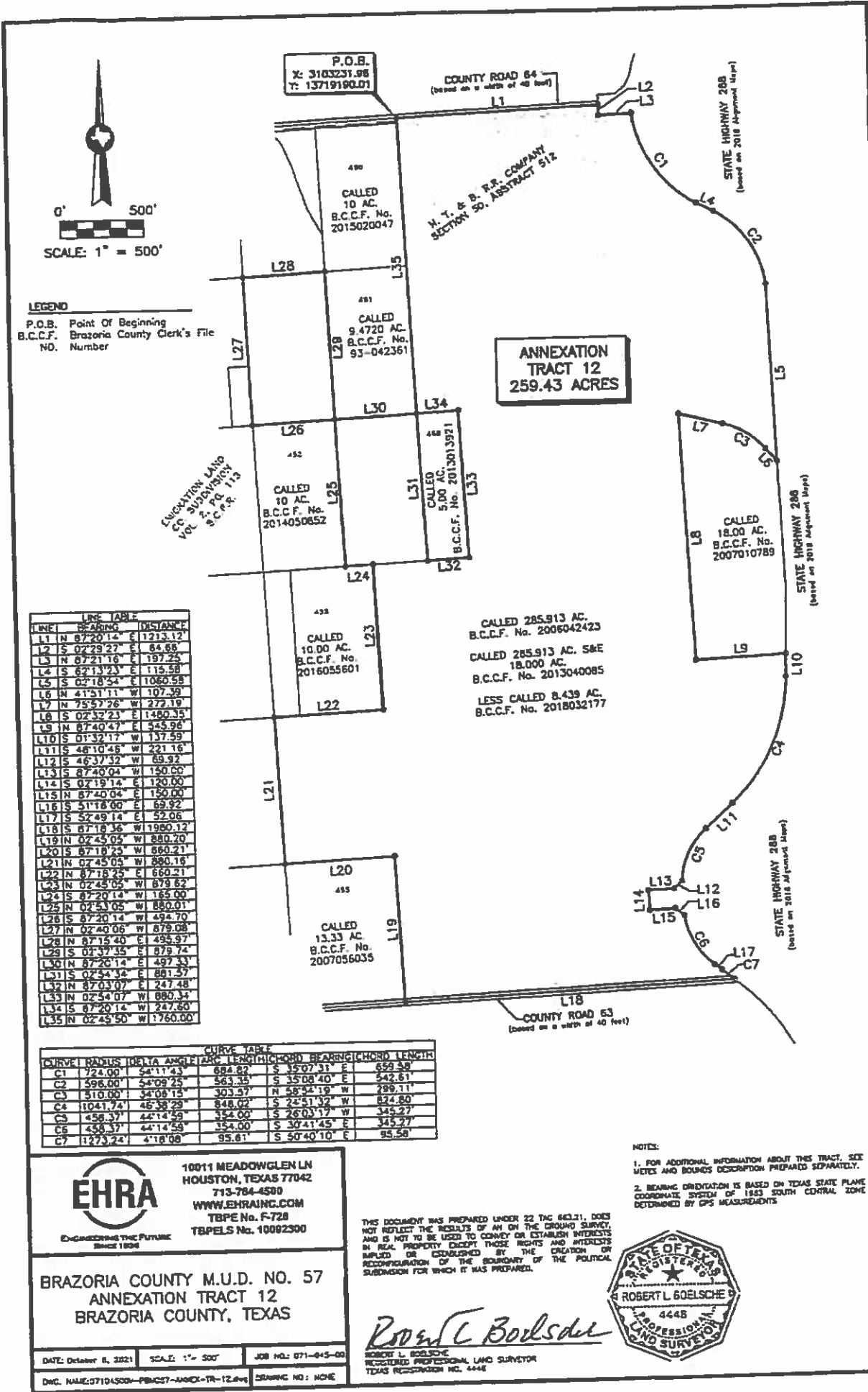
LEGEND

P.O.B. Point Of Beginning
B.C.C.F. Brazoria County Clerk's File
NO. Number

H. T. & B. R.R. CO. SURVEY
ABSTRACT 259
SECTION 49

NOTES:

- FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
- BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.



LEGEND
 P.O.B. Point Of Beginning
 B.C.C.F. Brazoria County Clerk's File No.
 NO. Number

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°20'14"	E 1213.12'
L2	S 02°29'27"	E 64.86'
L3	N 87°21'16"	E 197.25'
L4	S 62°13'23"	E 115.58'
L5	S 02°18'54"	E 1060.58'
L6	N 41°51'11"	W 107.39'
L7	N 75°57'26"	W 272.19'
L8	S 02°52'23"	E 1490.35'
L9	N 87°40'47"	E 545.96'
L10	S 01°32'17"	W 137.55'
L11	S 46°10'45"	W 231.16'
L12	S 46°37'52"	W 53.92'
L13	S 87°40'04"	W 150.00'
L14	S 02°19'14"	E 120.00'
L15	N 87°40'04"	E 150.00'
L16	S 51°18'00"	E 69.92'
L17	S 52°49'14"	E 52.06'
L18	S 87°19'16"	W 1980.12'
L19	N 02°45'05"	W 880.70'
L20	S 87°18'25"	W 860.21'
L21	N 02°45'05"	W 880.16'
L22	N 87°18'25"	E 660.21'
L23	N 02°45'05"	W 879.62'
L24	S 87°20'14"	W 165.00'
L25	N 02°45'05"	W 880.01'
L26	S 87°20'14"	W 494.70'
L27	N 02°40'08"	W 879.08'
L28	N 87°15'40"	E 495.97'
L29	S 01°37'35"	E 879.74'
L30	N 87°20'14"	E 497.33'
L31	S 02°34'34"	E 861.57'
L32	N 87°03'07"	E 247.48'
L33	N 02°54'07"	W 880.34'
L34	S 87°20'14"	W 247.60'
L35	N 02°45'50"	W 1760.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	684.82'	S 150°07'31" E	659.38'
C2	596.00'	54°09'25"	563.35'	S 35°08'40" E	542.61'
C3	510.00'	34°08'15"	303.57'	N 58°34'19" W	289.11'
C4	1041.74'	46°38'25"	848.02'	S 24°51'32" W	824.80'
C5	458.37'	24°14'55"	354.00'	S 24°03'17" W	345.27'
C6	458.37'	44°14'55"	354.00'	S 39°41'45" E	345.27'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'

EHRA
 ENGINEERING THE FUTURE SINCE 1898

10011 MEADOWGLEN LN
 HOUSTON, TEXAS 77042
 713-784-4500
 WWW.EHRAINING.COM
 TBPE No. F-728
 TBPELS No. 10082300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 12
BRAZORIA COUNTY, TEXAS

DATE: October 8, 2021 SCALE: 1" = 500' JOB NO.: 071-045-00
 Dwg. NAME: 07104500-PR007-A00X-TR-12.dwg DRAWING NO.: NONE

NOTES:
 1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
 2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1883 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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 CREATOR OR RECONSTRUCTION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Robert L. Goelsche
 ROBERT L. GOELSCH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 4448



HIGHWAY 288 ANNEXATION TRACT
December 2021

The entire width of the segment of the right-of-way of State Highway 288 that begins at the north edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.



DAVENPORT PKWY (FCR64)

(SH-288)

PROPOSED TxDOT
R.O.W. ANNEXATION

DASHED
LINE LABELS
CITY LIMITS

DUBUQUE PKWY (FCR63)

DUBUQUE PKWY (FCR63)

DASHED
LINE LABELS
CITY LIMITS

NOLAN RYAN EXPRESS WAY

EXHIBIT “B”
MUNICIPAL SERVICES AGREEMENTS

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 WEST, LLC**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 West, LLC ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 259.43 acres of land ("Property") generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000, and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

- c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.
- i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
- b. The City does not provide the following services to the Property and does not contract to do so:
- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

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

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: Michael Byrum-Bratsen
Michael Byrum-Bratsen,
Mayor

ATTEST:

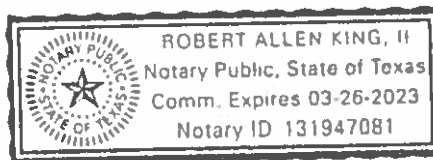
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

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

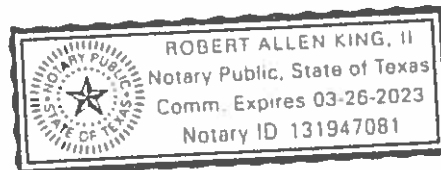


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

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



RALLY 288 WEST, LLC

By: Mathew Lawson
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF ~~BRAZORIA~~ Harris §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: Annell Udy
Notary Public, State of Texas

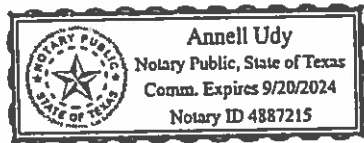


EXHIBIT "A-1"

**METES AND BOUNDS DESCRIPTION
 BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
 BEING 259.43 ACRES
 SITUATED IN THE
 W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
 BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

- 1) **THENCE**, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:
 - 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
 - 3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;
 - 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;
 - 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
 - 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
 - 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F. NO. 2007010789;
- 8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwest corner of said 18.00 acre tract;

- 12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

- 13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;
- 14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;
- 15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;
- 16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;
- 17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;
- 18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;
- 19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;
- 20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;
- 21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;
- 22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;
- 23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;
- 24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);
- 25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

- 26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;
- 27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;
- 28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;
- 29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;
- 30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;
- 31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

259.43 Acres
H.T. & B.J.R. Co. Survey, Section 50, Abstract 512

- 32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;
- 33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;
- 34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;
- 35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;
- 36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;
- 37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;
- 38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;
- 39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;
- 40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;
- 41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;
- 42) North 02°45'50" West, for a distance of 1,760.00 feet to the POINT OF BEGINNING and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, 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.

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

Robert L. Boelsche
 Robert L. Boelsche, R.P.L.S.
 Texas Registration No. 4446
 10011 Meadowglen Lane
 Houston, Texas 77042
 713-784-4500



Date: October 6, 2021
 Job No: 071-045-00
 File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 EAST, LLC**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.
2. **METHODS OF PROVIDING SERVICES.**
 - a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.
 - b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

- i. Police. The City's Police Department will provide law enforcement services.
- ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
- iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
- iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
- ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
- iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
- iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
- v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
- vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

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

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: *Michael Byrum-Bratsen*
Michael Byrum-Bratsen,
Mayor

ATTEST:

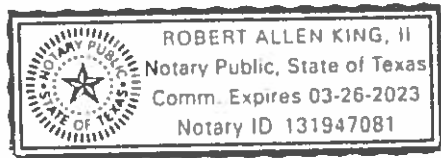
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

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

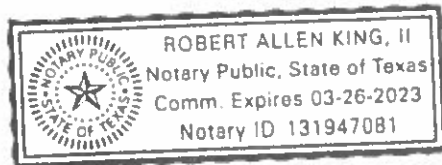


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

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



RALLY 288 EAST, LLC

By: *nt*
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
Harris
COUNTY OF ~~BRAZORIA~~ §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 East, LLC.

By: *Annell Udy*
Notary Public, State of Texas

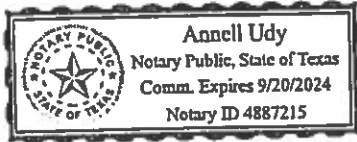


EXHIBIT "A-2"

**METES AND BOUNDS DESCRIPTION
 BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
 BEING 132.15 ACRES
 SITUATED IN THE
 H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
 BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

- 1) THENCE, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

- 2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;
- 3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;
- 4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;
- 5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;
- 6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;
- 7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;
- 8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;
- 9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;
- 10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;
- 11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;
- 12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;
- 13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;
- 14) THENCE, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

132.15 Acres
H.T. & B.R.R. Co. Survey, Section 50, Abstract 512

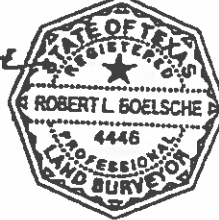
- 15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, 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.

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

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.



Kayleen Rosser
KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: \$126.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-clare

Appendix B

D E E D
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ORDINANCE NO. 73- C

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARIES OF IOWA COLONY, TEXAS, AND THE ANNEXATION OF CERTAIN ADJACENT TERRITORY CONSISTING OF LAND BEING A PORTION OF THE W. H. DENNIS SURVEY NO. 52, ABSTRACT 513, a PORTION OF THE H. T. & B. R.R. COMPANY SURVEY NO. 49, ABSTRACT 259, A PORTION OF THE C. M. HAYS SURVEY NO. 4, ABSTRACT 532, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 3, ABSTRACT 328, A PORTION OF THE C. M. HAYS SURVEY NO. 2, ABSTRACT 531, A PORTION OF THE W. H. DENNIS SURVEY NO. 50, ABSTRACT 512, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 1, ABSTRACT 329, AND A PORTION OF THE H. T. & B. R. R. COMPANY SURVEY NO. 51, ABSTRACT 288, AND BEING MORE PARTICULARLY DESCRIBED BELOW:

WHEREAS, it would be convenient and desirable for territory now lying adjacent of Iowa Colony, whose inhabitants have signed a petition to that effect, and

WHEREAS, A public hearing has been held in accordance with State Law on the question of annexation of the hereinafter described territory, said hearing having been held more than ten days prior to the initial reading of this Ordinance and not more than twenty days prior to the initial reading of this Ordinance and notice of said hearing having been given by publication in accordance with law:

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

That the following described land and territory lying adjacent to and adjoining the City of Iowa Colony, Texas, is hereby added and annexed to the City of Iowa Colony. Said territory hereinafter described shall hereafter be included within the boundaries and City Limits of the City of Iowa Colony, Texas, at the various points contiguous to the area hereinafter described, are hereby altered and amended so as to include the following described area within the Corporate Limits of the City of Iowa Colony, Texas:

BEGINNING At the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

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THENCE EAST 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST- 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH- 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate center line of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST -660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 51;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH -660.0 feet and WEST -660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

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THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST -1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

The above described additional territory and area so annexed shall hereafter in all respects be a part of the City of Iowa Colony, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of the citizens of Iowa Colony and shall be bound by the acts, ordinances, resolutions and regulations of the City of Iowa Colony, Texas.

Passed and approved this the 9th day of July, 1973.

CITY OF IOWA COLONY

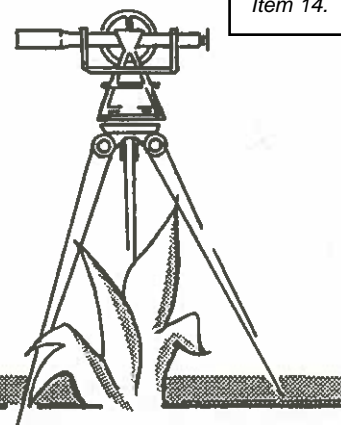
By: Maurice S. Bright
Maurice S. Bright, Mayor

ATTEST:

Carolyn E. Bowen
Carolyn E. Bowen, City Secretary

D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511



F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Being a portion of the W. H. Dennis Survey No. 52, Abstract 513, a portion of the H. T. & B. R.R. Company Survey No. 49, Abstract 259, a portion of the C. M. Hays Survey No. 4, Abstract 532, a portion of the Lavaca Navigation Company Survey No. 3, Abstract 328, a portion of the C. M. Hays Survey No. 2, Abstract 531, a portion of the W. H. Dennis Survey No. 50, Abstract 512, a portion of the Lavaca Navigation Company Survey No. 1, Abstract 329, and a portion of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and being more particularly described as follows:

BEGINNING at the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST - 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST - 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

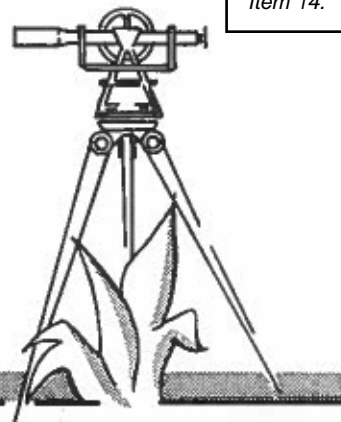
THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate centerline of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511



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THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

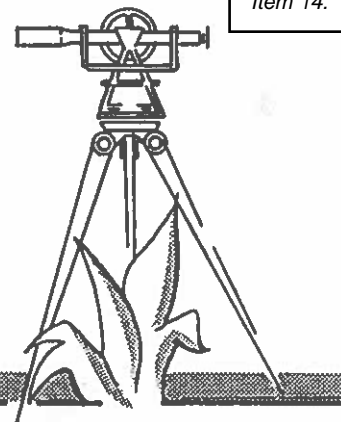
THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

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THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

Field notes written November 21, 1973.

BY: *D. H. Adams*
D. H. Adams, Registered Public Surveyor



Appendix C

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING THE ELLWOOD PLANNED UNIT DEVELOPMENT, WITH RELATED PROVISIONS

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

Section 1. Findings.

The City Council of the City of Iowa Colony, Texas (“the City”), makes the following findings of fact and conclusions of law:

- a. The Owner of the premises subject to this ordinance, or the Owner's duly authorized agent, timely filed with the City Secretary a request for this action, containing all necessary information.
- b. The Planning and Zoning Commission held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.
- c. More than ten (10) days prior to the date of that hearing by the Planning and Zoning Commission, written notice of the application for this ordinance was sent to the owners of the property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.
- d. The Planning and Zoning Commission made a final report to the City Council before the Council held its public hearing on this matter.

e. More than fifteen (15) days prior to the date of that hearing by the City Council, public notice of that hearing was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, place, and subject of that hearing.

f. The City Council then held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.

g. After giving due regard to the nature and consideration of all adjacent uses and structures and of the nature and condition of the City as a whole, the City Council of the City is of the opinion that the zoning action herein conforms to the requirements and intent of the City and the Comprehensive Plan of the City, and that such zoning action will not constitute a nuisance or be detrimental to the public health, safety, morals, or welfare of the community.

h. The health, safety, morals, and general welfare of the people of the City of Iowa Colony will best be served by the adoption of this ordinance.

i. All requirements of law have been satisfied concerning the passage of this ordinance.

Section 2. Property or Premises.

The property or premises subject to this ordinance is the Ellwood Planned Unit Development (“PUD”) (formally called Rally 288 West Planned Unit Development District), as described in Ordinance 2022-09 of the City.

Section 3. Amendment of PUD

a. The attached application to amend the Ellwood Planned Unit Development is hereby granted, but only to the extent, on the terms, and with the conditions stated in the attached memorandum of recommendation by the City Engineer.

b. This ordinance amends the Zoning Ordinance, Ellwood PUD, Ordinance No. 2022-09, and all other ordinances enacting or amending the Ellwood PUD, all of which shall remain in full force and effect, subject to this amendment, except as may be specifically provided otherwise herein or in those ordinances.

c. As a strict condition of this ordinance and of all zoning amendments herein, no person shall cause or perform any development or construction on the premises, without first obtaining approval from the City for all matters that the City would have the right to approve or disapprove in considering a subdivision plat. Even if no subdivision is being created so as to invoke the subdivision ordinance or to require plat approval, this ordinance shall nevertheless require the City's approval to be obtained concerning the same subjects that the City would have the right to regulate or approve if plat approval were required. Thus, this ordinance is not sufficient to authorize any development or construction without further approval by the City.

d. Nothing in any portion of this ordinance shall restrict or impair the City's authority or discretion to approve or disapprove any development, construction, subdivision, or any other matter.

Section 4. Ratification of Actions of Officers.

The City Council hereby ratifies and confirms any and all actions taken by its personnel in connection with the zoning action evidenced by this ordinance, in publishing notice of the public hearing required by the Zoning Enabling Act and the Zoning

Ordinance, in giving notice of such hearing to the owner of the premises and to the owners of all property within 200 feet thereof, and in conducting that public hearing.

Section 5. Zoning Map.

The City Secretary shall amend the zoning map of the City of Iowa Colony to the extent, if any, necessary to reflect any changed district boundaries or classifications enacted by this ordinance.

Section 6. Other Ordinances.

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provision of any such other ordinance conflicts with or overlaps the provisions of this ordinance, then whichever provision imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein.

Section 7. Severance Clause.

In the event any section or provision of this ordinance of whatever size is found to be unconstitutional, void, or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance, and such remaining sections and provisions shall remain in full force and effect.

Section 8. Effective Date.

This ordinance shall take effect as of its passage and adoption on the first reading, as public hearings on this matter were required by law and were held.

READ, PASSED AND ADOPTED ON THE 13TH DAY OF MAY 2024.

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

ATTEST:

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

Form A
City of Iowa Colony
"Where We Make It Happen"

APPLICATION FOR AMENDMENT TO REGULATIONS
OR TO THE OFFICAL ZONING DISTRICT MAP

Name/Address Brad Sweitzer / EHRA Engineering
Individual/Company/Corporation

Description of Amendment Proposed To realign Karsten Boulevard and to create an
additional land use category, Single Family - 45's

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: Brad Sweitzer

Form approved: July 20, 2009

ORDINANCE NO. [_____]

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

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

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

SECTION I. Grant of Franchise, Term, and Use

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

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

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

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

SECTION II. Definitions

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

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

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

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

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

“Gross Revenues” shall not include:

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

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

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

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

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

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

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

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

(B) Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV. Laying of Lines in Advance of Paving

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

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

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

SECTION V. Liability Insurance

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

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

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

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

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

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

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

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

SECTION VI. Installation of Meter

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

SECTION VII. Rates

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

SECTION VIII. Extensions of Mains

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

SECTION IX. Non-Exclusive Use

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

SECTION X. Franchise Fee and Payment

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

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

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

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

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

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

(E) SíEnergy Franchise Fee Recovery Tariff.

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

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

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

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

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

SECTION XI. Retention, Accessibility and Confidentiality of Records

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

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

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

SECTION XIII. Termination

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

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

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

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

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

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

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

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

SECTION XIV. Successors and Assigns

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

SECTION XV. Notices

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

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

Iowa Colony, Texas 77583

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

SECTION XVI. Severability; Amendment; Ordinance Controlling

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

SECTION XVII. Governing Law

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

SECTION XVIII. No Waiver

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

SECTION XIX. Paragraph Headings; Construction

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

SECTION XX. Acceptance; Effective Date

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

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

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

APPROVED:

Wil Kennedy
Mayor

ATTEST:

Kayleen Rosser
City Secretary

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

APPROVED:

Wil Kennedy
Mayor

ATTEST:

Kayleen Rosser
City Secretary

APPROVED AS TO FORM:

Natasha Brooks
City Attorney

EXHIBIT "A"

SiEnergy, L.P. Acceptance of Franchise Ordinance

[DATE]

City of _____, Texas
Attention: City Secretary

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

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

SIENERGY, L.P.

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A PROFESSIONAL SERVICE CONTRACT

This Professional Service Contract (“Contract”) is effective as of this _____ day of _____, 2024 by and between **City of Iowa Colony** (“the City”), a body politic and corporate and political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59, Texas Constitution, and **Si Environmental LLC** (“SE”), a Texas Limited Liability Company.

RECITALS

The City owns, or plans to construct, and operates a water production, water distribution, wastewater collection, wastewater treatment and storm water collection systems as described in **Exhibit ‘A’** (the "Facilities").

This Contract provides for SE to furnish to the City certain services for the proper maintenance and operation of the Facilities and to receive compensation from the City for those services rendered, all in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
BASE FEE SERVICES TO BE PERFORMED BY SE

Section 1.00 Base Fee Services. The cost for the basic services to be performed by SE for the City is included in the base operations fees to be paid by the City to SE in accordance with **Exhibit ‘B’**.

Section 1.01 Certified Personnel. SE affirms the Facilities will be operated only under the direct supervision of personnel who possess valid Operational Licenses as required by the State of Texas, each of whom will maintain continuing education competency certifications consistent with requirements of the State of Texas.

Section 1.02 Facilities Inspections. SE will inspect the Facilities as necessary to conform to regulatory requirements, and will maintain a written log of each inspection as part of the City’s permanent records.

Section 1.03 Routine Preventive Maintenance. SE will perform, as required, routine preventive maintenance on equipment at the Facilities to extend the useful life of the equipment. In the performance of such routine preventive maintenance, SE will utilize personnel along with any tools, materials, and equipment required to complete preventive maintenance as reflected in **Exhibit ‘G’** on equipment at the Facilities. The City will pay SE for any additional services based on the rates for personnel and equipment reflected in **Exhibit ‘C’**. SE will maintain written records for the City of the maintenance performed on the City’s equipment and facilities.

Section 1.04 24-Hour Customer Care Department. SE will maintain and operate a Customer Care Department (the “Customer Care”), 24 hours a day each and every day of the year. The telephone number of Customer Care will be clearly displayed on each monthly bill sent to the City’s customers. Customer Care will provide a communications interface between

the City’s customers and SE management and field personnel. Customer Care will maintain, to the extent reasonably possible, the ability to operate during natural disasters.

Section 1.05 Telemetric Monitoring. SE will, from the Customer Care center, at the City’s request, monitor telemetric signal devices installed at or in the Facilities. Installation of such devices will be at the City Representative’s discretion and expense.

Section 1.06 Chemical Inventories. SE will manage the inventory of chemicals routinely used in the operation of the Facilities. Chemical inventories will be stored at the Facilities in quantities sufficient to assure continuous operation of the Facilities.

Section 1.07 Meeting Attendance. A representative of SE will meet with designated City staff monthly to communicate pending and completed work within the City.

Section 1.08 Monthly Operations Report. SE will submit to the City a written monthly operations report, which will include at least the following information:

1. Total service connections
2. Total water produced and/or purchased
3. Total water accounted for
4. Total water usage as indicated by current customer billings
5. New tap and meter orders and installations
6. Current cash receipts from customer billings
7. A listing of all delinquent customer accounts to which termination notices have been sent, including an explanation of any appeals or protests filed by those customers
8. Current billings to customers
9. Current receivables from customer billings

10. Aged receivables from customer billings
11. Summary of maintenance and repair backcharges
12. Insurance claims filed or pending disposition
13. Summary of maintenance and repair by facility classification
14. A certification of the date bacteriological tests were performed, with any significant deviations noted
15. The Texas Commission on Environmental Quality (“TCEQ”) and the United States Environmental Protection Agency (“EPA”) permit reports
16. Copies of all reports and correspondence made by SE to or received from local, state or federal regulatory agencies on behalf of the City.

A clear audit trail of all SE transactions on behalf of the City will be maintained by SE. Records of such transactions will be available to the City’s auditor during normal working hours upon prior reasonable notice to SE, but not less than 24 hours’ notice. SE will cooperate in and provide adequate working space for the conduct of audits.

Section 1.09 Correspondence and Inquiries. SE will respond to all correspondence and/or inquiries from the City 's directors, consultants or customers in a prompt and professional manner.

Section 1.10 Customer Relations. SE will render to the City any and all reasonable assistance in the promotion of good relations with the City’s customers.

Section 1.11 Billing and Collections Services. SE will bill each City customer in accordance with the City’s current Rate Order. Adjustments to billing are from time to time necessary and appropriate. The City authorizes SE to make billing adjustments up to \$50.00, without prior authorization from a City Representative, for clerical errors, over or under registration by water meters, erroneous meter readings, establishment of water usage during a

time when the meter has been inoperative, and other similar situations. SE will exercise due diligence and good business practice in making such adjustments. Adjustments in excess of \$50.00 will be referred to the City’s Representatives for settlement.

Section 1.12 Deposit of City Funds. SE will deposit daily all money received from the City’s customers into an account designated as the City’s “Operating Account” at a bank or other qualified depository selected by the City. All money which SE collects on behalf of the City are public funds. SE has no set-off, counterclaim, abatement, suspension or diminution rights against such money.

Section 1.13 Meter Reading. For billing purposes, SE will read water meters served by the City 's water system once each calendar month. SE will maintain a quality assurance program to maintain reading accuracy. This program will consist of supervisory field verification for quality control and software/hardware checks and balances.

Section 1.14 Compliance Reports. SE will promptly prepare and submit all operational and compliance reports required by the TCEQ, the EPA, and any other local, state or federal agency in accordance with the filing deadlines and approved delivery methods for such agencies. Unless another method of submission is approved by the regulatory agency, said reports shall be submitted by certified mail, return receipt requested. SE will ensure that all test results are handled in accordance with all applicable agency rules and will inform the City immediately and also in the monthly operations report if any facilities are not in compliance with such agencies’ rules.

Section 1.15 Dead-End Water Main Flushing. SE will routinely flush each dead-end water main, not looped back to the system, within the City’s water distribution system in accordance with state requirements.

Section 1.16 Lift Station Cleaning. At least once every six (6) months or more often if necessary, SE will pressure wash, remove, and dispose of accumulated solids, debris, and grease from the City’s lift station(s).

Section 1.17 Chlorine Contact Basin Cleaning. SE will vacuum, remove, and dispose of accumulated sludge from the bottom of the City’s chlorine contact basin(s) at least once every six months, and in exceptional circumstances, with the prior approval of the City Representative, more often.

Section 1.18 Sludge Management. SE shall be responsible for operating the Facilities’ sludge thickening and digestion systems to maintain optimum operating efficiency levels at the Facilities. The City will contract and be billed directly by a third party for the removal and the proper disposal of sewage sludge from the Facilities.

Section 1.19 Operational Budgeting. SE will coordinate with the City’s bookkeeper to prepare an operations budget for review and approval by the City each year as part of the City’s annual budgeting process. SE will work with the City’s bookkeeper or accountant to review and report the City’s operations budget performance at least quarterly throughout the City’s fiscal year.

ARTICLE II.
OPERATIONAL SERVICES TO BE PERFORMED BY SE

Section 2.00 Operational Services. SE will provide the additional operational services stated in this Article II. The City will pay SE for such services based on the rates for personnel and equipment reflected in **Exhibit ‘C’**, and the materials and sub-contract provisions reflected in **Exhibit ‘B’**, as applicable, unless otherwise noted in this Article II.

Section 2.01 Emergency Repairs. SE will respond to any emergency (as hereinafter

defined) throughout the year regardless of the day or the time of day. In all cases where, in the opinion of SE, the estimated costs of repair will exceed the dollar amount specified as **“Authorized Maintenance Level”** in **Exhibit ‘B’** SE will contact a City Representative to notify the City of the particular situation. The fact that said notification cannot be made in a timely manner will neither relieve SE of its responsibility to perform the required repair, nor limit the cost of repairs billed in accordance with this Contract.

Emergencies are defined as, but are not limited to:

1. A hazardous condition;
2. A loss of water pressure, or serious degradation of water quality at one or more customer locations;
3. A blockage of any type in the sewage collection system;
4. A condition resulting in the degradation of the drinking water quality at one or more of the treatment facilities.
5. A condition, which, in the opinion of SE, or any authorized City representative, poses an immediate threat to develop into one of the four emergencies, listed above.

Section 2.02 Non-Emergency Repairs. SE will, during its regular workday, perform repairs, which are not emergencies, as defined in Section 2.01 above. SE will schedule such non-emergency repairs on a first-call, first-serve basis, unless specifically asked to accelerate its response to a particular item by an authorized City representative. SE must receive approval from the authorized City representative prior to performing non-emergency repairs when, in SE's opinion, the estimated cost of said repair will exceed the dollar amount specified as **“Authorized Maintenance Level”** in **Exhibit ‘B’**. In the event that SE fails to receive the required

authorization within forty eight (48) hours of its request, such authorization shall be deemed provided.

Section 2.03 Grounds Keeping and Mowing. If authorized by the City, SE will oversee the grounds keeping and mowing of the Facilities.

Section 2.04 Water Quality Complaints. SE will promptly investigate each water quality concern or complaint received from the City’s customers. SE will take appropriate action to address such complaints including, but not limited to, flushing the water main.

Section 2.05 Bacteriological Analysis. SE will oversee the collection and delivery of water samples to an authorized Texas Department of Health laboratory in compliance with the applicable TCEQ rules and regulations. All test results will be kept as part of the City 's records. The City will be billed directly by the laboratory for bacteriological analysis.

Section 2.06 Other Laboratory Testing. SE will perform, or have performed, all other sampling and laboratory analysis necessary to meet all state and federal water monitoring rules and regulations. SE will perform, or have performed, other tests, including but not limited to, those requested by the City, the TCEQ, the EPA, or any other governmental agency with jurisdiction over the City 's facilities. The City will be billed directly by the laboratory for the sampling and analysis.

Section 2.07 Materials Purchasing. SE will purchase and deliver materials required to provide services under this Contract, and will bill the City for such materials at actual cost, except for materials used in the installation of new water taps and meters which will be billed to the City as stated.

Section 2.08 Installation of Telemetric Equipment. The City will pay SE for the purchase and installation of telemetric equipment, if and when authorized by the City

Representative, including the telephone lines. After such payment, the equipment and telephone lines so installed will be the sole property of the City. Notwithstanding the foregoing, the City, at its option, may contract directly with a third party for purchase and installation of said equipment.

Section 2.09 Chemical Purchases. All costs incurred for chemicals purchased on behalf of the City will be billed directly by the chemical supplier to the City.

Section 2.10 Water Storage Tank Inspections. The City will contract through a third party for water storage tank inspections to be performed internally every one (1) year, and externally every five (5) years. SE will oversee the inspections. The City will be billed directly by the inspector for the inspections.

Section 2.11 Well Testing. SE will perform the following tests on the City's water wells. A written report of the test results will be submitted to the City and become part of the City's records.

2.11.01 Production Evaluation. Water well production evaluation tests will be performed semi-annually, and more often in exceptional circumstances with the City's prior approval, to measure the following: Capacity (GPM), pumping level, drawdown (feet), specific capacity, field head (feet), overall efficiency, connected horsepower, utilized horsepower, kilowatt input, KWH per million gallons, amperage draw, pump speed (RPM), sand production, pump submergence, and well meter accuracy.

2.11.02 Vibration Analysis. An annual vibration analysis will be performed on the well pump(s) and related rotating equipment.

ARTICLE III.
INSPECTIONS TO BE PERFORMED BY SE

Section 3.00 Inspections. SE will perform all inspections described in this Article III on behalf of the City. The City will pay SE for each such inspection in accordance with **Exhibit ‘E’**. SE will not perform any of the non-emergency inspections described in Article III on an overtime basis without prior authorization by the City.

Section 3.01 Sanitary Sewer Tap. SE will perform inspections of each newly installed tap into the City’s sanitary sewage collection system, and maintain a record of each such inspection as part of the City’s records.

Section 3.02 Non-Residential Meter Testing. SE will perform or have performed flow accuracy tests on all the City’s non-residential meters. Each meter will be inspected once per year with subsequent reports submitted to the City. Any repairs necessary will be considered non-emergency repairs as defined by Section 2.02.

Section 3.03 Grease Traps. SE will perform grease trap inspections in accordance with the City's current Rate Order and the City's rules and regulations governing sanitary sewer connections. Any violation will be reported to the violator and any governmental entity as required, and copies of such reports will be submitted to the City and become part of the City's records.

Section 3.04 Customer Service Inspections. SE will, at the City’s request, and in accordance with its written policies, perform customer service inspections as required by the TCEQ rules and regulations for cross connections, direct connections, and lead and copper levels, and as otherwise may be requested by the City or required by the City’s Rate Order, provide the City with a written report on all such inspections performed each month.

Section 3.05 Backflow Prevention Device Testing. SE will, at the City’s request, and in accordance with its Rate Order and the TCEQ rules and regulations, provide testing of Backflow Prevention Devices.

Section 3.06 Fire Hydrants. SE will visually inspect and flow all fire hydrants within the City semi-annually, and will submit a written status report to the City and any fire department designated by the City. Any repairs necessary shall be described in the status report and will be considered non-emergency repairs as defined by Section 2.02. Once every two (2) years, with prior approval from the City, SE will paint each fire hydrant within the City. Except as otherwise provided herein and in compliance with applicable law, SE will replace all non-operational fire hydrants as soon as possible and paint the subject fire hydrant the appropriate color, or if scheduled for, repair within seven (7) days, place a black covering over the fire hydrant, unless otherwise instructed by the City. Additionally, SE will replace or install blue dot reflectors on the roadway adjacent to each hydrant as necessary.

Section 3.07 Sanitary Sewer Manhole Inspection. SE will perform an ongoing sanitary sewer manhole inspection program, which is included in the base fee. This program shall include a visual inspection of the top of the sanitary sewer manhole and the surrounding area and a visual inspection of the inside of the sanitary sewer manhole as can be seen from the top without physically entering. Each sanitary sewer manhole will be inspected with subsequent reports submitted to the City. Any repairs necessary will be considered non-emergency repairs as defined by Section 2.02.

Section 3.08 Water Distribution Valve Inspection. SE will perform an ongoing water distribution valve inspection program, which is included in the base fee. This program shall include a visual inspection of the valve riser and cap and the utilization of a valve key to

physically check the accessibility and operability of the valve operating nut. Each valve will be inspected with subsequent reports submitted to the City. Any repairs necessary will be considered non-emergency repairs as defined by Section 2.02.

Section 3.09 Other Inspections. SE will perform such other inspections as the City may request, or which SE, with prior approval by the City, believes are necessary to protect the integrity of the Facilities and maintain the health and safety of the general public or as required by local, state, or federal regulations or laws.

ARTICLE IV.
BILLING AND COLLECTIONS SERVICES

Section 4.00 Billing and Collections. SE will provide the billing and collection services described in this Article IV. The City will pay SE for these services in accordance with **Exhibit ‘C’**.

Section 4.01 Postage and Billing Stock. The City will pay to SE the current costs of all postage. The City will pay SE for billing stock in accordance with **Exhibit ‘C’**.

Section 4.02 Delinquency Notices. SE will send delinquency notices to City customers in accordance with the City's current Rate Order. Each notice will be mailed at a U.S. post office and shall be receipted with a postmaster's certificate of mailing.

Section 4.03 Closing Customer Account. Upon proper request by a customer, SE will terminate water and sewer service at any given location in the City. Upon termination of service, the final charge to the customer for water and sewer usage will be assessed in accordance with the City’s current Rate Order.

Section 4.04 Backcharge Damage. In accordance with the City’s Rate Order, SE will send invoices with service order detail and photographs to each responsible party once per month

for a period of up to 6 consecutive months until the balance is paid. Upon instruction from the City, SE will coordinate with the City’s designated collection attorney in an attempt to collect any outstanding backcharges and will terminate service if authorized by the City.

Section 4.05 Red Flag Identity Theft Protection. SE hereby agrees to implement the City’s Identity Theft Prevention Program, a copy of which has been provided to SE, and to act as the City’s Program Administrator with respect to the same.

ARTICLE V.
ADDITIONAL METER SERVICES

Section 5.00 Meters. SE will provide the additional meter services as described in this Article V. The City will pay SE for the services specified, as indicated.

Section 5.01 Disconnects/Reconnects. SE will terminate water service in accordance with delinquency policies stated in the City’s current Rate Order or upon order of the City’s Representative. SE will re-establish water service either when the customer pays all amounts required by the City's Rate Order or when directed to do so by the City's Representative. The City will pay SE for disconnects/reconnects in accordance with **Exhibit ‘C’**.

Section 5.02 Meter Removal. SE will remove a customer’s water meter when a customer self-restores service without paying the full amount owed the City or upon order of the City’s Representative. SE will reinstall the meter when the customer pays all amounts owed the City, including charges related to the meter removal, in accordance with the City’s Rate Order. The City will pay SE for meter removal in accordance with **Exhibit ‘C’**.

Section 5.03 Single Family Residential Meter Installation. SE shall install a meter to serve a single family residence within ten (10) business days after receipt of all associated residential tap and inspection fees as specified in the City’s Rate Order. Meter installations shall

meet American Water Works Association standards and applicable City codes. The City shall pay SE for such meter installations in accordance with **Exhibit ‘D’**. Any tap installation may be withheld if such request is made by an entity that has an overdue balance with the City.

Section 5.04 Non-Residential Meter Installation. Within ten (10) business days following receipt of the City Engineer’s written approval of plans and a copy of such plans being delivered to SE, SE shall quote in writing, all fees associated with the installation of non-residential meters as specified in the City’s Rate Order. SE shall install each non-residential meter within ten (10) business days after receipt of all associated residential tap and inspection fees as specified in the City’s Rate Order; provided, however, that if the meter is larger than 2 inches, SE shall notify the City’s Engineer regarding the estimated time of arrival of said meter and shall install same within three (3) business days from the date it is delivered to SE. The City will pay SE for non-residential meter installations in accordance with **Exhibit ‘D’**.

ARTICLE VI.
INSURANCE

SE shall procure and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth in **Exhibit ‘F’**, which is hereby incorporated for all purposes. Upon execution of this Contract, SE shall furnish certificates of insurance and copies of required endorsements to the City evidencing compliance with the insurance requirements hereof. Certificates shall list SE, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. SE, and not the City, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under the required insurance policies. SE, at its sole discretion, may purchase additional limits of insurance and coverage it deems necessary or prudent to protect itself and the

work or operations to be performed under this Contract. The included insurance requirements are separate from and independent of SE’s other obligations under this Contract.

Lapse of or cancellation of insurance, however caused, shall be deemed breach of this Contract. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then SE shall give the City notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of SE to notify the City immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Contract. The Operator’s failure to provide insurance as required hereunder, or SE’s failure to supply the required evidence of insurance, or the failure of the City to require evidence of insurance or to notify SE of any breach by SE of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the City of any of the these insurance requirements, or a waiver of any other terms and conditions of this contract, including SE’s obligations to defend, indemnify, and hold harmless the City (including subsidiaries and affiliates), as required herein.

ARTICLE VII.
GUARANTIES, INDEMNITY AND LIMITATIONS

Section 7.00 Guaranties. SE will use generally accepted business practices in procuring materials and equipment. SE will be neither responsible nor liable for any guaranty or guaranties of or in connection with such materials or equipment. SE will use reasonable efforts to obtain the standard guaranties applicable in the particular industry manufacturing such materials or equipment, and will assign same to the City.

Section 7.01 Condition of Facilities. The City affirms to SE that, to the best of its knowledge and belief, the Facilities have been or will be built in accordance with all applicable local, state and federal regulations, are or will be in good working order, do not contain any known defective equipment, and are suitable and adequate for the reasonable need of the City’s present and/or expected future customers.

Section 7.02 Damage to Facilities. SE will not be required to repair or replace any of the Facilities or system damaged due to flood, fire, explosion, riot, revolution, civil disturbance, war, acts of God or due to the acts or omissions of any entity or person other than SE, its employees, agents, representatives or subcontractors or anything beyond SE’s control. SE will notify the City of such damage, both orally and in writing, as soon as possible after the damage occurs.

Section 7.03 Indemnity. **AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, SE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER, INCLUDING COSTS OF LITIGATION AND REASONABLE ATTORNEY’S FEES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM SE’S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH**

ACTS OR OMISSIONS ARE CONDUCTED BY SE OR ANY SUBCONTRACTOR OR AGENT OF SE.

Section 7.04 Reasonable Diligence. All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related services performed or furnished by SE under this Agreement will be the care and skill ordinarily used by members of SE’s profession, practicing under similar conditions at the same time and in the same general locality.

Section 7.05 Force Majeure. In addition to the parties’ rights and obligations set forth in this Agreement, SE will not be in default if performance of SE's obligations under this Contract is delayed, disrupted or becomes impossible because of any act of God, war, flood, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, or any other cause beyond the control of the parties (collectively, "Force Majeure"). Upon occurrence of any such event, SE will operate the Facilities to the best of its ability under the circumstances, and SE will not be responsible for any damages, fines, penalties or claims resulting therefrom. If any additional expense is incurred by SE in such operation, that expense will be deemed to be an extraordinary expense, all of which will be paid by the City to SE in accordance with **Exhibit ‘B’**.

Section 7.06 Compliance with Applicable Laws. SE will operate the Facilities in compliance with all applicable local, state, and federal laws, and regulations.

ARTICLE VIII.
PAYMENTS

The City will pay SE for services to be rendered under this Contract in accordance with the fee schedules contained in **Exhibits ‘B’ through ‘G’**. SE shall provide its invoices to the

City’s bookkeeper at least five (5) business days prior to the next scheduled meeting of the Representatives of the City. If said invoices are provided as set forth above and if the City fails to issue a check to SE to pay the undisputed invoiced amount within forty five (45) days of the invoice date, the City will pay to SE, in addition to the amount owed, interest at a rate of one percent (1%) per month or the maximum rate allowed by law, whichever is lesser. Disputed and partial payments shall be governed by the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ARTICLE IX.
TERM, TERMINATION AND RECORDS

Section 9.00 Term This Contract commences on the date first set forth herein, and will remain in effect thereafter, subject to the right of either party to terminate this Contract as set forth herein.

Section 9.01 Termination. In addition to other termination provisions specifically set forth herein, this contract may be terminated by either party, without cause, by the giving of sixty-day (60) written notice of such termination to the other party at its address of record. Upon termination of this Contract, the City shall pay SE within the time period provided above any outstanding payment due and owing to SE for work performed prior to the termination date; provided, however, the City shall have the right to reduce such final payment as a set-off for any direct damages incurred by the City related to SE’s willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions in connection with services performed under this Contract. Such set-off shall not constitute a waiver by the City of any rights or remedies available to it under the Contract, at law or in equity.

Section 9.02 City Records. SE will maintain records that SE initiates and/or receives on

behalf of the City in compliance with the City’s Records Management Policy and adopted Records Retention Schedules, copies of which shall be provided to SE. The City will reimburse SE for the actual costs, without markup, incurred by SE in archiving these records. If this Contract is terminated, SE will deliver to the City or the City’s designated agent, without cost to the City, all of said records within 30 days following the termination date, but will deliver all records related to billing and other items necessary for the operation of the City’s Facilities at the termination date. SE may make copies, at SE’s expense, of those records.

ARTICLE X.
MISCELLANEOUS

Section 10.00 Record Drawings. The City will provide SE with a complete set of record drawings of the Facilities. SE will maintain these drawings in a manner which allows their efficient and effective use in solving system problems.

Section 10.01 Identification. SE employees will readily identify themselves when communicating within the City and with City customers. SE maintenance and operating personnel will possess pictured I.D. cards and wear distinctive clothing bearing SE's name. SE vehicles will display SE's name. All other SE employees will possess pictured I.D. cards.

Section 10.02 Modification. Modification of this Contract may be made only by a written document signed by SE and the City.

Section 10.03 Sub-Contract Repairs. SE may subcontract any repairs and/or services that SE is to perform under this Contract as SE deems appropriate, subject to the City’s rights as set forth below. Any subcontractor hired by SE is the sole responsibility of SE, and SE is not relieved of any of its obligations or liabilities hereunder. SE agrees to require each subcontractor hired by it to carry sufficient insurance of the types and with the limits sufficient to protect the

City from any loss or damages related to or arising from any subcontractor work performed for the City, which in no event shall be less than Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence. Alternatively, SE may provide that such subcontractor is insured under SE’s insurance. Fees for managing subcontractors are identified and contained in **Exhibit ‘B’** attached hereto. The City may, at its discretion, employ its own contractors for certain repair services. In that event, SE shall waive its management fee and the City agrees that SE shall not be responsible for the quality or timeliness of those services.

Section 10.04 Independent Contractor. SE is not the City’s employee. SE serves sufficient to protect the City from any loss or damages related to or arising from any subcontract work performed for the City, which in no event shall be less than Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence. Alternatively, SE may provide that such subcontractor is insured under SE’s insurance.

Section 10.05 Non-Solicitation. The City agrees to not offer employment or other compensation to Personnel of SE directly working on this project for a period of two (2) years after the end date of this Agreement or said employee’s reassignment from this project.

Section 10.06 Notice. Any notice required under this Contract will be in writing and sent by registered mail, fax or hand delivery to the intended party’s address of record. Notice will be deemed given upon receipt. The parties’ addresses of record are as follows:

Si Environmental

Si Environmental
Attn: President
6420 Reading Road
Rosenberg, TX 77471

City

City of Iowa Colony
Office of the City Manager
3144 Meridiana Pkwy
Iowa Colony, TX 77583

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify any other address by giving at least fifteen (15) days' written notice to the other party.

Section 10.07 Texas Law; Venue. The applicable laws of the State of Texas shall govern this Contract without regard to its conflict of law principles and venue shall be in a court of appropriate jurisdiction in the county in which the City is located.

Section 10.08 Increase/Decrease in Service. In the event either SE or the City determines that any scope of services contemplated in this Contract should be modified as a result of governmental regulations, technological advances or the addition or subtraction of City facilities, SE and the City agree to negotiate, in good faith, an appropriate change in the fees to be charged by SE to the City with respect to the proposed modification in services.

Section 10.09 Assignment. SE shall not assign this Contract, nor any monies due or to become due to it hereunder, without the City's written consent.

Section 10.10 Statutory Verification. SE hereby represents and warrants that at the time of this Contract neither SE, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of SE: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252, Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153, 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.

By signing and entering into the Contract, SE verifies, pursuant to Chapters 2271 and 2276, Texas Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. “Boycott Israel” has the meaning assigned by Section 808.001, Texas Government Code. “Boycott energy company” has the meaning assigned by Section 809.001, Texas Government Code.

By signing and entering into the Contract, SE verifies, pursuant to Chapter 2274, Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Texas Government Code.

By signing and entering into the Contract, SE verifies, pursuant to Chapter 2275, Texas Government Code, as amended, and to the extent of this Agreement grants to SE direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, SE verifies that neither SE, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are (i) owned by the majority of stock or other ownership interest of the company is held or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran,

North Korea, Russia, or any designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term “critical infrastructure” shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

[EXECUTION PAGES FOLLOW]

SIGNED AND AGREED TO be effective as of the date first set forth herein.

Si Environmental LLC.

By: _____

Jeff Haley, President

City of Iowa Colony:

By: _____

Mayor, City of Iowa Colony

EXHIBIT ‘A’
FACILITIES

The City’s water distribution and sanitary sewer collection system consists of the following facilities:

WATER PRODUCTION

Water Production Facilities, including water wells and related water production and pressurization apparatus that meets all applicable Federal, State, and local laws and regulations.

WATER DISTRIBUTION

A water distribution system capable of carrying water at adequate volume and pressure to each of its customers.

WASTEWATER TREATMENT

Wastewater Treatment Plants receiving providing treatment as required to discharge an effluent that meets all applicable Federal, State, and local laws and regulations.

WASTEWATER COLLECTION

A sanitary sewer collection system including lift stations, and collection lines capable of transporting domestic wastewater from each customer’s location.

STORM SEWER COLLECTION

A storm sewer collection system capable of receiving and transporting storm water to the receiving streams.

EXHIBIT 'B'
COMPENSATION FOR SERVICES

I. BASE OPERATIONS FEE ⁽¹⁾: For and in consideration of services outlined in the Article I of this Contract and rendered to and on behalf of the City by SE, the City agrees to pay to SE, each month, a base operations fee equal to:

- a.** A base operations fee of \$6.70 for each residential service connection and \$6.70 per 10,000 gallons of water metered for each commercial connection.
- b.** A base operations fee of \$3,700.00 per month per water plant, \$1,200.00 per month per remote/secondary well, \$9,100.00 per month per wastewater treatment plant, and \$1,300.00 per month per lift station.

II. AUTHORIZED MAINTENANCE LEVEL: Consistent with the principles of effective cost containment, efficient maintenance and maximization of operational procedures, the City authorizes SE to perform non-emergency repairs when, in SE's opinion, the cost to the City of such repairs will not exceed \$3,000.00.

III. MATERIALS: Cost of materials billed and/or sold to the City by SE will be billed at cost or paid directly by the City.

IV. SUB-CONTRACT(S): SE's management fee for subcontracts will be 0% of the dollar amount of the subcontract. These services may be invoiced directly to the City by the subcontractor.

V. EXTRAORDINARY SERVICES: SE may render additional services not specified in this Contract. Extraordinary services not anticipated and not specified in this Contract may also be requested of SE by the City. The City and SE will in good faith negotiate the amount to be paid by the City to SE for such extraordinary services.

EXHIBIT 'C'
RATES
PERSONNEL⁽¹⁾⁽³⁾

Classification	Straight Time Rate per Hour ⁽²⁾
Field Service Representative	\$38.00
Service Technician	\$42.00
Certified Operator	\$50.00
Lead Operator	\$55.00
Senior Operator	\$65.00
Crew Member	\$39.00
Equipment Operator	\$49.00
Foreman	\$54.00
Technician	\$65.00
Control Specialist	\$68.00
Manager	\$67.00
Administrative	\$47.00

⁽¹⁾These rates will be in effect for year one (1) of the Contract. For subsequent years, the rates will be adjusted up or down upon written notice to the City and based on the accumulated percentage rate of increase/decrease from the previous year of the Contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U, all items index), Houston-The Woodlands-Sugar Land, TX Region.

⁽²⁾Straight time is defined as Monday through Friday, 7:30 a.m. to 4:30 p.m. except for nine (9) SE-observed holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. If the observed holiday falls on a weekend day, the preceding Friday and/or following Monday will be considered as a holiday, but no more than nine holidays during a fiscal year. Overtime rates to be billed at one- and one-half times straight time rates. Holiday rates to be billed at two- and one-half times straight time rates.

⁽³⁾The above rates will be billed in half (1/2) hour increments unless otherwise noted.

EXHIBIT 'C'
RATES (continued)
EQUIPMENT⁽¹⁾⁽³⁾

Classification	Hourly Rate	Minimum Hours
18 ft. Trailer	\$22.00	None
Service Truck	\$24.00	None
Service Body Truck	\$42.00	2
1-Ton Flat Bed Truck	\$42.00	2
Dump Truck	\$50.00	2
2-Ton Winch Truck	\$70.00	2
Television Truck	\$160.00	3
Backhoe Rig	\$89.00	2
High Pressure Pipe Cleaner (Hydra)	\$89.00	3
Vactor Truck (plus dump fee)	\$190.00	3

⁽¹⁾These rates will be in effect for year one (1) of the Contract. For subsequent years, the rates will be adjusted up or down upon written notice to the City and based on the accumulated percentage rate of increase/decrease from the previous year of the Contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U, all items index), Houston-The Woodlands-Sugar Land, TX Region.

⁽³⁾The above rates will be billed in half (1/2) hour increments unless otherwise noted.

EXHIBIT 'C'
RATES (continued)
EQUIPMENT⁽¹⁾⁽³⁾

Classification	Rate
Delinquent Letters	\$8.00
Door Tag – Notice of Delinquency	\$20.00
Disconnects Due to Delinquency	\$27.00
Reconnects Due to Delinquency (straight time) ⁽²⁾	\$33.00
Meter Removals Due to Delinquency	\$47.00
Meter Reinstallation Due to Delinquency (straight time) ⁽²⁾	\$53.00
Transfer Fees	\$33.00
Processing and Printing of customer bills	Cost
Postage	Current Rate
Non-Sufficient Funds (NSF) Check	\$20.00
Handling of return mail for Red Flag	\$5.00

- (1) These rates will be in effect for year one (1) of the Contract. For subsequent years, the rates will be adjusted up or down upon written notice to the City and based on the accumulated percentage rate of increase/decrease from the previous year of the Contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U, all items index), Houston-The Woodlands-Sugar Land, TX Region.
- (2) Straight time is defined as Monday through Friday, 7:30 a.m. to 4:30 p.m. except for nine (9) SE-observed holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. If the observed holiday falls on a weekend day, the preceding Friday and/or following Monday will be considered as a holiday, but no more than nine holidays during a fiscal year.
- (3) The above rates will be billed in half (1/2) hour increments unless otherwise noted.

EXHIBIT 'D'
RATES FOR TAPPING & METER INSTALLATION^{(1) (2) (3)}

RESIDENTIAL: Residential taps and digital meters less than 8 feet (8') in depth will be billed based on meter size, per connection as follows:

<u>Size</u>	<u>Short Side</u>	<u>Long Side</u>
5/8"	\$500.00 each	\$600.00 each
3/4"	\$565.00 each	\$665.00 each
1"	\$860.00 each	\$960.00 each

Meter Drop Only

\$100.00 each

NON-RESIDENTIAL: All other taps and meter installations are considered Non-Residential and will be priced on an individual basis.

⁽¹⁾ These rates will be in effect for year one (1) of the Contract. For subsequent years, the rates will be adjusted up or down upon written notice to the City and based on the accumulated percentage rate of increase/decrease from the previous year of the Contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U, all items index), Houston-The Woodlands-Sugar Land, TX Region.

⁽²⁾ Tapping and meter installation rates include tapline footage of up to 40 feet (40').

⁽³⁾ Haul off of debris, restoration costs (landscape and concrete), and dump fees are not included in this price.

EXHIBIT ‘E’
CONSTRUCTION AND SERVICE INSPECTION FEES ⁽¹⁾

New Construction

Residential —

Pre Builder Inspection.....	\$67.00
Post Builder Inspection.....	\$67.00
Sewer Tap Inspection.....	\$67.00
Swimming Pool Inspection.....	\$100.00
Hot Tub Inspection	\$100.00
Water Softener Inspection.....	\$100.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$100.00
Backflow Prevention Device Test	\$67.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$67.00

Commercial —

Sewer Tap Inspection.....	\$133.00
Grease Traps	\$67.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$166.00
Backflow Prevention Device Test (all meter sizes).....	\$166.00
Swimming Pool Connection Inspection.....	\$166.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$166.00
Re-inspection	\$166.00

⁽¹⁾ These rates will be in effect for year one (1) of the contract. For subsequent years, the rates will be adjusted up or down upon written notice to the District and based on the accumulated percentage rate of increase/decrease from the previous year of the contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U), Southwest Region.

EXHIBIT ‘E’
CONSTRUCTION AND SERVICE INSPECTION FEES (CONTINUED) ⁽¹⁾

Existing Construction

Residential —

Sewer Tap Inspection.....	\$100.00
Swimming Pool Inspection.....	\$100.00
Hot Tub Inspection	\$100.00
Water Softener Inspection.....	\$100.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$100.00
Backflow Prevention Device Test	\$67.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$67.00

Commercial —

Sewer Tap Inspection.....	\$133.00
Grease Traps	\$67.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$166.00
Annual Backflow Prevention Device Test (all meter sizes)	\$166.00
Swimming Pool Connection Inspection.....	\$166.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$166.00

⁽¹⁾ These rates will be in effect for year one (1) of the contract. For subsequent years, the rates will be adjusted up or down upon written notice to the District and based on the accumulated percentage rate of increase/decrease from the previous year of the contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U), Southwest Region.

EXHIBIT ‘F’
INSURANCE REQUIREMENTS

I. Insurance Limits. The Operator shall obtain insurance from companies having a Best rating of B+/VII or better, licensed to transact business in the State of Texas, of the following types and minimum limits:

1. Worker’s Compensation insurance in accordance with the laws of the State of Texas, and Employer’s Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; \$500,000 policy limit for each accident.

2. Commercial General Liability insurance on a form no less broad than the coverage provided by a “Commercial General Liability Insurance” form (dated 1985 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, Comp/Ops Aggregate
\$1,000,000	aggregate Personal Injury/Advertising Liability

3. Business Automobile Liability coverage on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office applying to owned, non-owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

4. Umbrella Excess Liability insurance that follows the form of the underlying primary liability insurance required by this Contract, with limit not less than \$1,000,000 each occurrence combined single limit.

5. Professional Liability – Aggregate \$1,000,000; \$15,000 Retention.

6. Cyber Liability - \$1,000,000

7. Contractors Pollution Liability - \$1,000,000

II. Miscellaneous insurance provisions.

1. Required Endorsements. All policies written on behalf of SE shall contain the following endorsements:
 - a. The District and its agents and employees shall be added as additional insureds, or loss payee with respect to required property insurance, to all coverage required under this Contract, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein), and shall include language providing:
 - (i) that such insurance applies separately to each insured against whom claim is made or suit is brought; and
 - (ii) coverage to the District, including its agents and employees, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the work or services to be performed hereunder; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements GC 20 33 07 04 (entitled “Additional Insured – Owners, Lessees or The Operators – Automatic Status When Required in Construction Contract with You) and GC 20 37 07 04 (entitled “Additional Insured – Owners, Lessees or The Operators – Completed Operations”); and,
 - (iii) that such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance that may be maintained by the District or its agents or employees.
 - b. A waiver of subrogation endorsement in favor of the District and the District’s agents and employees, except for worker’s compensation insurance, shall be provided.
2. Subcontractor Coverage. SE may require that all its subcontractors, of any and all tiers, have insurance in compliance with the requirements of this Contract (**Exhibit F, Section I, 2.**), including all required endorsements. SE shall secure and maintain subcontractors’ certificates of insurance and additional insured endorsements as proof thereof.
3. “Claims Made” Coverage. If the insurance required hereunder is procured on a form affording “claims-made” coverage, then (i) all limits stated above as “per occurrence” shall be understood to mean “per claim” or “per occurrence,” as is consistent with the terms of the “claims-made” policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of SE’s performance hereunder.

EXHIBIT 'G'
WATER PLANT
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Tank Inspections (GST & HPT)	Ext-Annual / Int-5 years
Well Protection/Vibrations	Semi-Annual
Chlorine Gas Feed Equipment	Quarterly
Polyphosphate Feed Equipment	Quarterly
Generator PM	Semi-Annual
Generator Load Test	Annual
Service Booster Pumps	Per Manufacturer
Lighting	Quarterly
Remote Monitoring System	Annual
Electrical Panel – Infrared Analysis and Cleaning	Annual

WASTEWATER PLANT
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Gas Chlorine Feed Equipment	Quarterly
Generator PM	Semi-Annual
Generator Load Test	Annual
Clean Chlorine Contact Basin	Semi-Annual
Vibration Analysis on Blowers	Semi-Annual
Change Oil/Lube for Rotating Equipment	Per Manufacturer
Lighting	Quarterly
Remote Monitoring System	Annual
Electrical Panel – Infrared Analysis and Cleaning	Annual

LIFT STATION
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Wet Well Cleaning	Semi-Annual
Lighting	Quarterly
Remote Monitoring System	Annual
Control Panel Inspection/Clean	Annual
Generator PM	Semi-Annual
Generator Load Test	Annual

EXHIBIT 'G'
DISTRIBUTION SYSTEM INSPECTIONS
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Distribution Valves	Annual – One Quarter of District

STORM MANHOLE INSPECTIONS
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Storm Manhole	Annual – One Quarter of District

SANITARY MANHOLE INSPECTIONS
PREVENTIVE MAINTENANCE

Maintenance Item	Frequency
Sanitary Manhole	Annual – One Quarter of District

Wednesday May 8, 2024

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

Re: William Blake and Cheryl Blake
c/o The Dawg House Trust
Application for Amendment to the Official Zoning District Map
10 acres of South ½ of Tract 190 and 191 of the H.T. & B.R.R Company's Subdivision, Section 66 of the H.T. and B.R.R. Co's
Survey, Abstract 560
Letter of Recommendation to Approve the Zoning Amendment Application

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, has reviewed the Application for Amendment to the Official Zoning District Map from William and Cheryl Blake to rezone approximately 10 acres on County Road 48 (tracts 190 and 191).

The applicant requests to rezone the approximately 10-acre tract, Property ID No. 17823. The property is currently zoned Mixed-Use District and seeking to change zoning to District Business Retail. The Applicant has not provided a proposed use for this site.

Based on our review of the application and supporting documents, the proposed zoning change request is consistent with the City of Iowa Colony Comprehensive Plan adopted in June 2020.

Business Retail should be located in the High-Density Mixed Use Land Use as outlined in the Comprehensive Plan.

As such, we are recommending APPROVING the Application for Amendment to the Official Zoning District Map.

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

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-378

Form A
City of Iowa Colony
"Where We Make It Happen"

APPLICATION FOR AMENDMENT TO REGULATIONS
OR TO THE OFFICAL ZONING DISTRICT MAP

Name/Address Dawg House Trust / William Blake, Cheryl Blake
Individual/Company/Corporation

Description of Amendment Proposed Change zoning classification
from SFR-BR to BR.

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: W. S. Blake, Cheryl Blake

Form approved: July 20 2009

Request for Zoning District Map Change.

Property owner: The Dawg House Trust / William Blake and Chery Blake
 26037 Lewis Ranch Road
 New Braunfels TX, 78132
 [REDACTED]
 832 455 1914

Property Location: County Road 48

Legal Description: A0560 HT & BRR
 Tract 190 – 191 S ½
 Acres 10.000

Property Account Number: 05600002000

Zoning Classification: SFR -BR

Existing Uses: Currently the property is not used for any specific purpose.

Proposed Uses:

I am writing to bring your attention to a prime piece of real estate that has been on the market for several years. The ten-acre property, situated near highway 288, has garnered interest primarily from potential buyers looking to establish businesses. However, the existing mixed zoning has proven to be a significant deterrent for these potential investors.

Given the strategic location of the property, surrounded by existing businesses on two sides and several others in close proximity, it appears unlikely that the land would attract residential development. The demand and interest we have seen are predominantly from entrepreneurs keen on leveraging the property for commercial purposes.

In light of these circumstances, I am formally requesting a comprehensive review and reconsideration of the property's zoning classification. Specifically, I propose that the entire ten acres be rezoned to Business Retail. This change would not only align with the current trends in the area but also streamline the sale and development process, fostering economic growth and job creation.

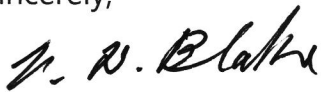
Moreover, I understand the importance of community engagement in matters of zoning changes. To that end, I am committed to working closely with the local community,

addressing concerns, and ensuring that the proposed change aligns with the best interests of all stakeholders involved.

In conclusion, I believe that rezoning the property to Business Retail is a strategic and timely move that will unlock its full potential for economic development. I kindly request your support in facilitating this zoning change, and I am available at your convenience to discuss this matter further.

Thank you for your time and consideration.

Sincerely,



William D. Blake



Cheryl A. Blake



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE READ AND ASSURE THAT THE INFORMATION CONTAINED ON THIS SURVEY WAS MADE ON THE GROUNDS AS FOR THE FIELD NOTES... THE SERVICE WAS MADE IN ACCORDANCE WITH AND MEETS THE REQUIREMENTS OF A CATEGORY 1-A, CONDITION 1 FERAL SOCIETY OF PROFESSIONAL SURVEYORS AND LAND TITLE SURVEY OF THE UNITED STATES, DATED MAY 14, 2019.

Signature and seal of the surveyor, CHARRI, Registered Professional Land Surveyor No. 487.

Legend for symbols used in the survey, including various line types, curves, and structures. Includes a north arrow and a graphic scale of 1"=100'.

METS AND BOUNDS DESCRIPTION

1/4 of the northeast 1/4 of Section 66, Township 35N, Range 10E, Meridian 10W, containing 9.9599 acres (433,851 square feet) of land... METS AND BOUNDS DESCRIPTION: SOUTH 82° 28' 07" W 1,320.61' (containing 1,320.61' of bearing).

CONVEYANCE: A portion of the land described in the plat showing part of Iowa Colony... METS AND BOUNDS DESCRIPTION: NORTH 82° 28' 07" W 1,320.61' (containing 1,320.61' of bearing).

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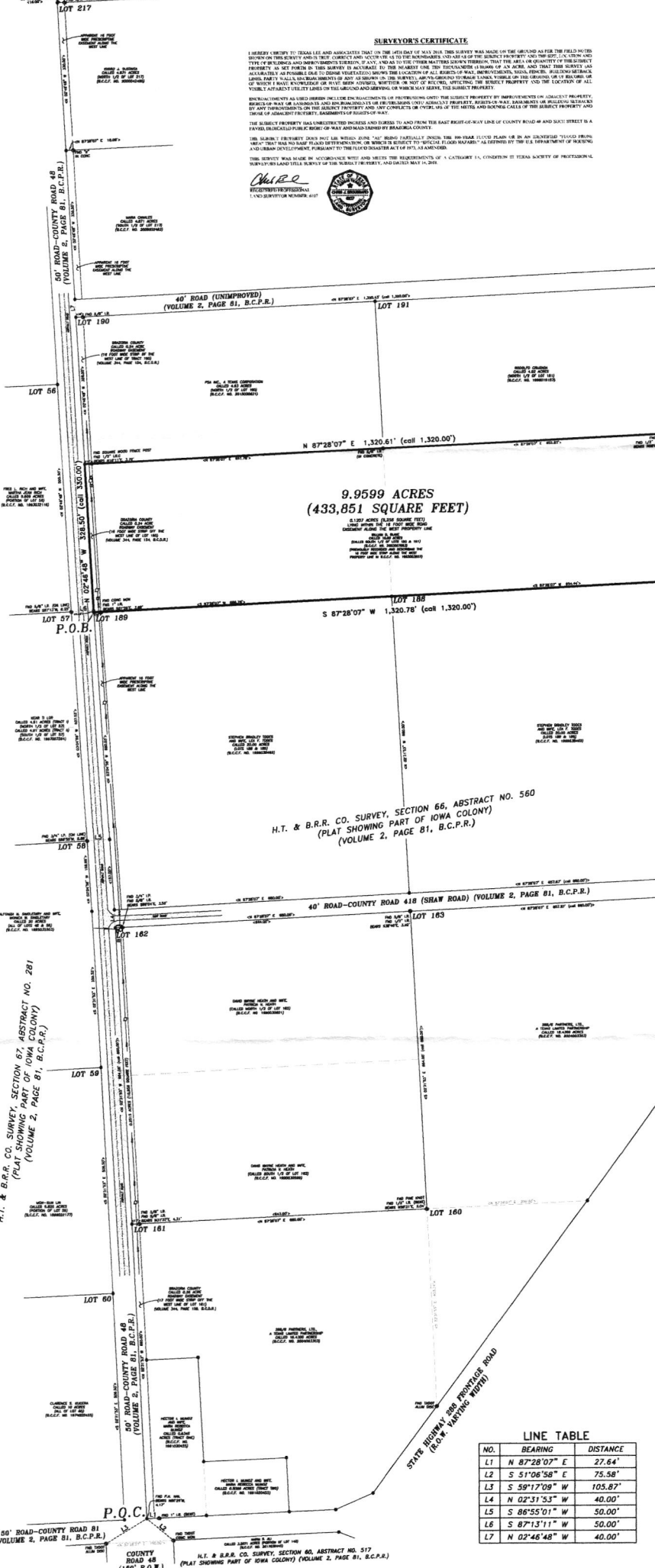
METS AND BOUNDS DESCRIPTION: NORTH 82° 28' 07" W 1,320.61' (containing 1,320.61' of bearing).

METS AND BOUNDS DESCRIPTION: NORTH 82° 28' 07" W 1,320.61' (containing 1,320.61' of bearing).

- NOTES: 1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NO. 4004, NAD83, 2011 ADJUSTMENT... 2. SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN ITEM NO. 1, SCHEDULE "B" OF THE TITLE COMMENTARY... 3. PRELIMINARY FLOOD INSURANCE RATE MAP (FIRM) ISSUED ON 06-30-17 SHOWS THE SUBJECT TRACT IN ZONE "X-SHADED".

BOUNDARY SURVEY OF: 9.9599 ACRES (433,851 SQUARE FEET) OF LOT 187, SECTION 66, ABSTRACT NO. 560, H.T. & B.R.R. CO. SURVEY, SECTION 66, ABSTRACT NO. 560 (PLAT SHOWING PART OF IOWA COLONY). Includes a title block with address, date, and surveyor information.

LINE TABLE with columns for NO., BEARING, and DISTANCE. Contains 7 line entries for the boundary of Lot 187.



**Blake
Rezoning on CR 48**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO
REZONE CERTAIN PROPERTY ON COUNTY ROAD 48 (IOWA
COLONY BLVD) FROM MIXED USE TO BUSINESS AND RETAIL
USE; AND CONTAINING RELATED PROVISIONS**

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

Section 1. Findings

That the City Council of the City of Iowa Colony, Texas, (“the City”) makes the following findings of fact:

a. The Owner of the premises subject to this zoning action or the Owner's duly authorized agent has timely filed with the City Secretary a request for this action, containing all necessary information.

b. The Planning and Zoning Commission and the City Council of the City have each held a public hearing on this zoning action in compliance with the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, and the Zoning Ordinance.

c. More than fifteen (15) days before the date of each of those hearings, public notice thereof was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, and place of each of those hearings.

d. More than ten (10) days before the date of each of those hearings, and more than thirty (30) days prior to the passage of this ordinance, written notice of each of those hearings and of the application for this zoning action was sent to the owners of the herein described property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

e. At least 10 days before each of those hearings, notice of those hearings was posted on the property subject to this zoning action, in compliance with the Unified Development Code of the City.

f. Before the City Council hearing on this zoning action, the Planning and Zoning Commission made a written recommendation to the City Council on this zoning action.

g. After giving due regard to the nature and consideration of all adjacent uses and structures and of the nature and condition of the City as a whole, the City Council is of the opinion that this zoning action conforms to the requirements and intent of the City and the Comprehensive Plan of the City, and that such rezoning will not constitute a nuisance or be detrimental to the public health, safety, morals, or welfare of the community.

h. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption of this ordinance and the passage of this ordinance.

i. All requirements of law concerning this zoning action have been satisfied.

Section 2. Rezoning

The Comprehensive Zoning Ordinance of the City is hereby amended, and the following described real property (herein called "the premises") located within the corporate limits of the City is hereby rezoned from **Mixed Use to Business and Retail Use**:

Approximately 10 acres of land on County Road 48, South 1/2 of Lots 190 & 191, Section 66, H.T. & B.R.R. Company Survey, A-560, Brazoria County, Texas.

Section 3. Ratification of Actions of Agents

The City Council of the City of Iowa Colony hereby ratifies and confirms any and all actions taken by the Mayor, Mayor Pro-Tem, City Secretary, City Attorney, City Manager, or any other officer or agent thereof, in connection with the granting of the zoning action evidenced by this ordinance, in giving the public notice of the above described hearings, in giving notice of those hearings, and in conducting those hearings.

Section 4. Zoning Map

The City Secretary shall amend the zoning map of the City of Iowa Colony to reflect this zoning action.

Section 5. Other Ordinances

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provisions of any such other ordinance conflict with or overlap the provisions of this ordinance, whichever imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein. The Zoning Ordinance shall remain in full force and effect, subject to the changes herein specified.

Section 6. Severance Clause

In the event any section or provision, of whatever size, of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Section 7. Effective Date

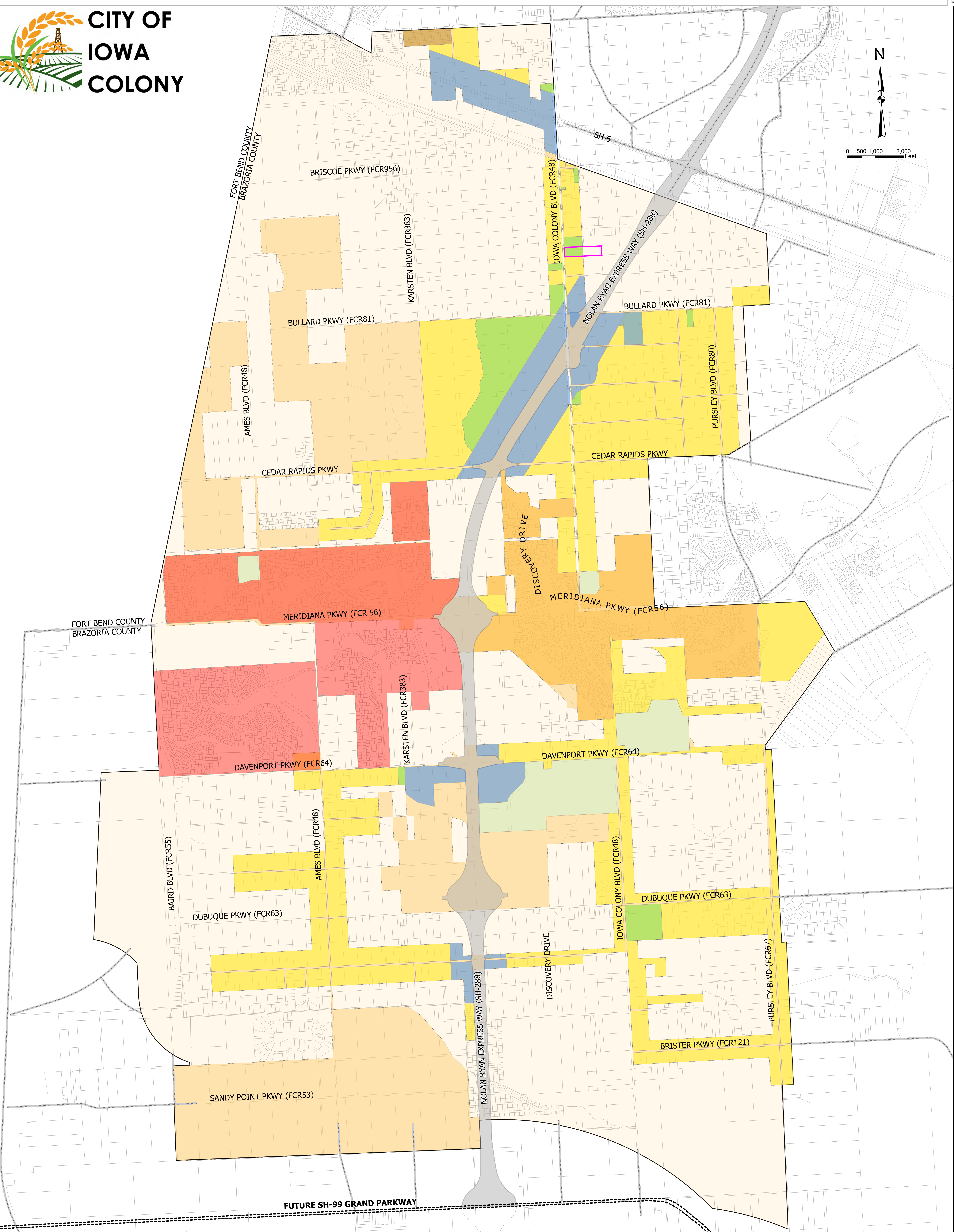
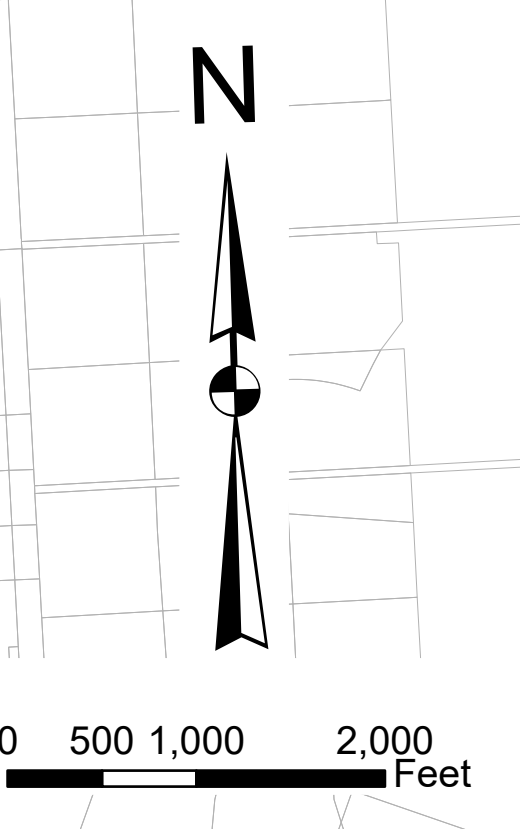
This ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED ON THE 13TH DAY OF MAY 2024.

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

ATTEST:

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



ZONING						
						
BUSINESS RETAIL DISTRICT	DEVELOPMENT AGREEMENT	EDUCATIONAL	MANUFACTURED HOME PARK	MULTI USE	PLANNED UNIT DEVELOPMENT	RESIDENTIAL SINGLE FAMILY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ESTABLISHING RATES AND CHARGES FOR WATER AND SEWER SERVICES; PROVIDING A PENALTY CLAUSE OF UP TO \$2000.00 FOR A VIOLATION OF THIS ORDINANCE; PROVIDING OTHER MATTERS RELATING TO THE SUBJECT; A SEVERANCE CLAUSE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Iowa Colony, Texas (“City”), is a home rule municipality operating pursuant to its Charter and the laws of the State of Texas; and

WHEREAS, pursuant to Texas Local Government code, Section 552.001(b), a municipality is permitted to operate and regulate a utility system “in a manner that protects the interests of the municipality”; and

WHEREAS, pursuant to the City Charter Article 2, Section 2.01, the City may construct, own, lease, operate and regulate public utilities; and

WHEREAS, the City of Iowa Colony is undergoing the takeover of utility operations for water and sewer services, and engaged Performance Services to prepare a Utility Rate Study focused on determining the appropriate rates and fee schedules needed for optimal operational reliability and financial integrity; and

WHEREAS, the City Council of the City of Iowa Colony, Texas, to maintain the integrity of water and sewer services in the corporate limits of the City of Iowa Colony, Texas, has determined that in order to properly bill water and sewer services to the customers, it is necessary to establish rates and charges according to the City Water and Sewer fee schedule as attached hereto;

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

SECTION 1. Definitions. For the purposes of this Ordinance, the following words shall have the meanings ascribed thereto:

- (a) Single-Family Residential User shall mean a residential dwelling unit receiving service for which metering and billing is on an individual basis.
- (b) Non-Single-Family User shall mean all non-residential units and/or any user other than a Single-Family Residential User including, but not limited to, apartments, multi-family dwelling units, and commercial establishments.

SECTION 2. Customer Charge. Each water and sewer customer of the city shall have a monthly customer charge according to the volume of water used and in accordance with the fee schedule as attached hereto.

Irrigation Systems. Metered water connections established solely for the purpose of providing water to irrigation systems shall have a monthly customer charge according to the volume of water used and in accordance with the fee schedule as attached hereto. There shall be no sewer service charge for irrigation meters.

SECTION 3. Delinquency. An active account becomes delinquent when full payment is not received by the due date printed on the bill. Delinquent accounts are subject to termination of service pursuant to this article. Within (5) working days following the due date a delinquency, notice shall be mailed out to customer giving notice after the expiration of seven (7) days, that service may be discontinued unless the customer can show good cause and arrange for prompt payment. The city shall be authorized to withdraw a disconnection notice. Residential customers who are age 60 and over or considered disabled by Social Security should contact the city operator for options available.

SECTION 4. Pressure of Water. The city intends to use all reasonable efforts to supply adequate pressure of water to customers. The city does not guarantee any customer a specific quantity or pressure of water for any purpose whatsoever. The city is required only to furnish a connection to its water system and in no case shall the city be liable for the failure or refusal to furnish water or any amount or pressure of water; however, the city shall use reasonable efforts to supply water to all customers at an acceptable minimum pressure.

SECTION 5. Sewer Service Lines and Sewer Connections. The following regulations are to govern the installation of all sanitary service lines and sewer connections within the city.

- (a) Service lines:
 - (1) "Service line" means the sewer from the foundation of the house or commercial building to the sewer line owned by the city.
 - (2) Only one service line connection to the city's sanitary sewage collection system is permitted for each residence or commercial building.
- (b) Connection permit:
 - (1) An application for sanitary sewer service must be filed and a city permit issued prior to beginning construction or installation of a service line and prior to connecting to a city-owned sewage line. The connection fee must accompany the application. Application forms are available from the city.
 - (2) When the service line is complete, and prior to backfilling the pipe trench, the applicant for sewer service will request an inspection of the installation. Should reinspection be required the charge will be according to the fee schedule as attached hereto.
 - (3) A connection permit will be granted after inspection confirms that all requirements of these rules and regulations have been met.
- (c) Grease and lint traps: Grease traps are required for dining establishments where food is prepared and served to customers on premises.
- (d) Excluded flow and waste:

- (1) Only biologically degradable wastes which may be considered as ordinary domestic sewage may be discharged into the city's sewage facilities. Any waste that is determined to be hazardous or toxic under this article must not be discharged into the city's sanitary sewage system. Any person, corporation or entity discharging such prohibited waste is subject to prosecution and termination of service until the city is satisfied that proper measures have been taken to ensure no further violations.
- (2) Industrial discharge will require a permit from the city.
- (3) It is unlawful for a person to discharge mud, sand or debris during service line installation.
- (4) Downspouts, swimming pool drains, yard drains, street drains or gutter drains must not be connected to the city's sanitary sewer facilities.

SECTION 6. Sale or Use of Water or Sewer Services:

- (a) No person or entity except the city shall sell or resale water from the city's water system.
- (b) No person or entity except the city shall sell or resale city sewer services.
- (c) No person or entity except the city shall receive or use water from the city's water system without having a direct connection to the city's water system.
- (d) No person or entity except the city shall receive or use city sewer services without having a direct connection to the city's sewer system.
- (e) It is an affirmative defense to this subsection that the person or entity has the express, written, unrevoked consent of the city council or its designee for such sale, resale, receipt, or use.

SECTION 7. Backflow Prevention. Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.

SECTION 8. The attached City Water and Sewer fee schedule is hereby adopted and ordained, and the rates and charges therein stated are hereby established and required to be paid. Any reference in any other ordinance, policy, or other source to a fee schedule or fee ordinance of the City shall refer to this ordinance and the schedule hereby adopted.

SECTION 9. This ordinance supersedes any prior fee schedules of the City of Iowa Colony, Texas. However, this ordinance shall not impair, supersede, or excuse any other or different fees not listed in the attached fee schedule.

SECTION 10. Said rates and charges adopted by this ordinance may be amended from time to time by City Council by resolution.

SECTION 11. Penalties, liabilities, and other remedies for failing to comply with any provision of this ordinance shall be up to \$2,000.00. Each day violation shall constitute a separate offense.

SECTION 12. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 13. This ordinance shall be effective immediately upon its passage and approval.

SECTION 14. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 8TH DAY OF APRIL 2024.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____ 2024.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

SCHEDULE OF FEES

March 2024

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) (See Special District Policy)	Actual Cost (\$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 <i>(Beginning with 2nd recheck)</i>	\$350
PLAT AMENDMENTS	
Vacating Preceding Plat	\$350
Without Vacating Preceding Plat	\$500
Note: per acre fees are not prorated	

ENGINEERING	
DESCRIPTION	FEE
COMMERCIAL CIVIL PLAN REVIEW FEES	
\$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)
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES	
Water/Sewer/Storm Drainage	\$1,000 + \$0.50 per LF of Pipe
Paving	\$1,000 + \$2,000 per lane/mile
Detention & Drainage Facilities	\$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	
0 - 100 Acres (up to 2 reviews)	\$3,500
> 100 Acres (up to 2 reviews)	\$3,500 + \$10 per ac. over 100 ac.
Duplicate Fees for Every Two Additional Reviews	
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	\$250

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)	
DESCRIPTION	FEE
One to Ten Acres	\$1,000
More than Ten Acres	\$1,000 + \$50/acre over 10 (\$5k Max)

OTHER FEES	
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 PERMIT FEES	
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

SCHEDULE OF FEES

March 2024

BUILDING PERMITS

COMMERCIAL CONSTRUCTION PERMIT FEES	
IMPROVEMENT VALUE	FEE
(Based on valuation applied 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	\$2,500 + (\$1.00 per \$1,000 of valuation)
Construction Valuation based on International Code Council Valuation Tables as of August 2014	

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

TRADE/OTHER PERMIT FEES (ELECTRICAL, PLUMBING, HVAC, RESIDENTIAL ACCESSORY STRUCTURES)	
IMPROVEMENT VALUE	FEE
Minimums	\$100.00 Residential Minimum \$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

OTHER COMMERCIAL BUILDING PERMITS	
DESCRIPTION	FEE
Commercial Building Permit Renewal (Expires after 365 days)	\$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

March 2024

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 Assembly, 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 Institutional, 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

March 2024

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 (automatic, manual, and/or monitored)	\$100
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

March 2024

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 Officers
ATHLETIC FIELD AND FACILITY RENTAL	
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

March 2024

UTILITY BILLINGS

WATER & SEWER RATES	
RESIDENTIAL	RATES
Water	
0 - 5,000 gal	\$25.00 Base
5,001 - 10,000 gal	\$3.00/kGal
10,001 - 20,000 gal	\$3.50/kGal
20,001 and over	\$4.00/kGal
Sewer (All included)	\$25.00
NON-RESIDENTIAL	RATES
Water	
0 - 2,000 gal	\$25.00 Base*LUE
2,001 - 5,000 gal	\$4.00/kGal
5,001 - 10,000 gal	\$4.50/kGal
10,001 - 20,000 gal	\$5.25/kGal
20,001 and over	\$5.25/kGal
Sewer	\$25.00

LIVING UNIT EQUIVALENCY	
Meter Size	LUE Factor
5/8"	1.00
1"	1.00
1 1/2"	3.33
2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33
10"	76.67
12"	143.33

TAPS AND INSPECTION	
SINGLE FAMILY RESIDENTIAL	
Single Family Residential User tap fee 5/8"	\$1,200
Single Family Residential User tap fee 1"	\$1,920
Single Family Residential User tap fee >1"	Cost X 2
Sewer Tap Fees	\$134
Pre-Builder Inspection	\$134
Post Builder Inspection	\$134
Customer Service Inspection SFR	\$200
Backflow Prevention Device Test	\$134
CSI Backflow Prevention Device Test	\$134
Re-inspection	\$134

TAPS AND METERS	
PERMIT TYPE	FEE
WATER METER COST ONLY	
5/8" Meter	\$230
3/4" Meter	\$250
1" Meter	\$325
1 1/2" Meter	\$1,217
2" Meter	\$2,360
3" Meter	\$3,000
4" Meter	\$4,000
6" Meter	\$6,000
8" Meter	\$8,000
Meters larger than 8"	As quoted
ENDPOINTS	
With Meter	\$175
Replacement (Damaged)	\$225
2nd Replacement	\$400
3+ Replacement	\$750

TAPS AND INSPECTION	
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
Temporary Water Service deposit	\$800
Temporary water service meter install	\$50
Temporary water service usage (\$/kgal)	\$1.50
Service Agreement admin fee	\$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 SFR	\$75
Builder Security Deposit	\$1,000
Transfer Fee	\$35
Delinquent Letter Fee	\$10

EXHIBIT 'D'
RATES FOR TAPPING & METER INSTALLATION^{(1) (2) (3)}

RESIDENTIAL: Residential taps and digital meters less than 8 feet (8') in depth will be billed based on meter size, per connection as follows:

<u>Size</u>	<u>Short Side</u>	<u>Long Side</u>
5/8"	\$500.00 each	\$600.00 each
3/4"	\$565.00 each	\$665.00 each
1"	\$860.00 each	\$960.00 each

Meter Drop Only

\$100.00 each

NON-RESIDENTIAL: All other taps and meter installations are considered Non-Residential and will be priced on an individual basis.

⁽¹⁾ These rates will be in effect for year one (1) of the Contract. For subsequent years, the rates will be adjusted up or down upon written notice to the City and based on the accumulated percentage rate of increase/decrease from the previous year of the Contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U, all items index), Houston-The Woodlands-Sugar Land, TX Region.

⁽²⁾ Tapping and meter installation rates include tapline footage of up to 40 feet (40').

⁽³⁾ Haul off of debris, restoration costs (landscape and concrete), and dump fees are not included in this price.

EXHIBIT ‘E’
CONSTRUCTION AND SERVICE INSPECTION FEES ⁽¹⁾

New Construction

Residential —

Pre Builder Inspection.....	\$67.00
Post Builder Inspection.....	\$67.00
Sewer Tap Inspection.....	\$67.00
Swimming Pool Inspection.....	\$100.00
Hot Tub Inspection	\$100.00
Water Softener Inspection.....	\$100.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$100.00
Backflow Prevention Device Test	\$67.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$67.00

Commercial —

Sewer Tap Inspection.....	\$133.00
Grease Traps	\$67.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$166.00
Backflow Prevention Device Test (all meter sizes).....	\$166.00
Swimming Pool Connection Inspection.....	\$166.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$166.00
Re-inspection	\$166.00

⁽¹⁾ **These rates will be in effect for year one (1) of the contract. For subsequent years, the rates will be adjusted up or down upon written notice to the District and based on the accumulated percentage rate of increase/decrease from the previous year of the contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U), Southwest Region.**

EXHIBIT ‘E’
CONSTRUCTION AND SERVICE INSPECTION FEES (CONTINUED) ⁽¹⁾

Existing Construction

Residential —

Sewer Tap Inspection.....	\$100.00
Swimming Pool Inspection.....	\$100.00
Hot Tub Inspection	\$100.00
Water Softener Inspection.....	\$100.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$100.00
Backflow Prevention Device Test	\$67.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$67.00

Commercial —

Sewer Tap Inspection.....	\$133.00
Grease Traps	\$67.00
Customer Service Inspection (Incl. cross connection and Pb/Cu).....	\$166.00
Annual Backflow Prevention Device Test (all meter sizes)	\$166.00
Swimming Pool Connection Inspection.....	\$166.00
CSI Backflow Prevention Device Test Administrative Fee (only in the event the inspection or test is not performed by SE).....	\$67.00
Re-inspection	\$166.00

⁽¹⁾ These rates will be in effect for year one (1) of the contract. For subsequent years, the rates will be adjusted up or down upon written notice to the District and based on the accumulated percentage rate of increase/decrease from the previous year of the contract, based on the most current Consumer Price Index, as published by the U.S. Bureau of Labor Statistics (CPI-U), Southwest Region.

MEMORANDUM

Date: May 1, 2024
To: Mayor & Councilmembers
From: Dinh V. Ho, P.E.
RE: Alliance Realty Partners, LLC, Sierra Vista – 383 Investments, LLC
Staff’s Summary and Recommendations
CC: Robert Hemminger, Kayleen Rosser

Alliance Realty Partners, LLC is proposing development of a 13.51-acre tract, a multifamily development on the east side of Karsten Blvd., at Mt. Emerson Drive. The development is part of the previously approved mixed-use development agreement (Amendment to Development Agreement on Sterling Lakes and Sierra Vista), approved by City Council in August 2022.

The proposed development includes 13.51 acres of land situated in Section 51 of the H.T. & B.R.R. Co. Survey, Abstract No. 288, Brazoria County, Texas.

The development consists of 13.51 acres of the +/-45 acres mixed use development.

Proposed Multifamily Summary

- i) Total acreage: 13.51 acres (one tract)
- ii) Proposing a total of 297 units, mixture of Efficiency, 1BD and 2BD units.
- iii) Density: 22 units/acre – Consistent with Plan of Development
- iv) Apartments for the entire 13.51-acre tract

If City Council chooses to allow for multifamily, staff recommends approval subject to the following, in addition to the requirements of the Sierra Vista/Sterling Lakes Plan of Development.

- (1) The proposed development is the max 22 units/acre allowed in the Plan of Development, therefore consistent with the POD.
- (2) All surface parking lots shall be screened from view of any adjacent public streets with a min 3’ berm or landscape edge per POD.
- (3) All fencing shall be masonry or wrought iron. Fencing shall be subject to final approval.
- (4) Provide façade requirements to include masonry (as defined as brick, stone or stucco) on one hundred percent (100%) of first floor of building(s) and total of 60% overall. The façade and architectural features shall be in uniform with the Sierra Vista Development.
- (5) Require 25% of all spaces to be covered parking.

**AMENDMENT TO DEVELOPMENT AGREEMENTS ON
STERLING LAKES AND SIERRA VISTA
August 15, 2022**

I. PARTIES

This **AMENDMENT TO DEVELOPMENT AGREEMENTS FOR STERLING LAKES AND SIERRA VISTA** (this “Amendment”), is agreed by the following parties, herein collectively called “the Parties”:

A. CURRENT PARTIES, herein collectively called the “Current Parties”:

CITY OF IOWA COLONY, TEXAS, a municipal corporation and home rule city of the State of Texas (the “City”);

STERLING LAKES IOWA ASSOCIATES, a Texas joint venture (“SLIA”);

IOWA COLONY STERLING LAKES, LTD., a Texas limited partnership (“ICSL”);

LAND TEJAS STERLING LAKES SOUTH, L.L.C., a Texas limited liability company (“LTSL”) (LTSL, SLIA, and ICSL are collectively called the “Developer” herein);

MCALISTER OPPORTUNITY FUND 2012, L.P., a Delaware limited partnership (“McAlister”);

B. ADDITIONAL PARTIES

ASTRO STERLING LAKES NORTH, L.P. (“Astro SLN”) a Delaware limited partnership; and

ASTRO SIERRA VISTA, L.P. (“Astro SV”), A Delaware limited liability company;

II. EXISTING AGREEMENTS. DEFINITIONS

Unless otherwise specified, the terms “Agreement,” “Agreements,” “Development Agreement,” or “Development Agreements” herein shall mean all Agreements described herein, all prior amendments to any of them, and this amendment.

This document amends two Development Agreements: the Sterling Lakes Development Agreement; and the Sierra Vista Development Agreement; as described below.

A. STERLING LAKES DEVELOPMENT AGREEMENT

The term “Sterling Lakes Development Agreement” herein means all of the following agreements and this further amendment:

1. The City and Land Tejas Companies entered into that certain Development Agreement dated November 12, 2003, (the “Initial Agreement”), relating to the development of a tract of land described more fully therein. The Initial Agreement additionally provided for the creation, operation and annexation of the District, and the District ratified and approved the terms of the initial Agreement after its creation.

2. Subsequently, SLIA and ICSL succeeded Land Tejas Companies in interest in the land. Then the City, SLIA, ICSL, the District, and Land Tejas Companies, entered into that certain First Amendment to Development Agreement effective June 17, 2013, to provide for an amended Plan of Development and certain other terms.

3. The City, SLIA, ICSL, and the District then entered into the Second Amendment to Development Agreement effective September 15, 2014.

4. The City, SLIA, ICSL, and the District then entered into a further Amendment to Development Agreement effective July 19, 2021.

5. The parties wish to further amend the Sterling Lakes Development Agreement as herein stated.

B. SIERRA VISTA DEVELOPMENT AGREEMENT

The term “Sierra Vista Development Agreement” herein means all of the following agreements and this further amendment:

1. The City, LTSLs, and McAlister entered into that certain Development Agreement effective February 15, 2016, (the “Agreement”), for the development of the property therein described and including a Plan of Development for Sterling Lakes and Sierra Vista.

2. The parties to the Sierra Vista Development Agreement amended it effective February 15, 2021.

3. The parties to the Sierra Vista Development Agreement then entered into a further Amendment to Development Agreement effective July 19, 2021.

4. Now the parties wish to further amend the Sierra Vista Development Agreement as herein stated.

III. RECITALS

1. After the Current Parties executed the Development Agreements, Astro Sterling Lakes North, L.P. and Astro Sierra Vista, L.P. each acquired ownership of some of the land subject to the Development Agreements, and the Parties wish to make Astro Sterling Lakes North, L.P. and Astro Sierra Vista, L.P. parties to the Development Agreements as additional Developers. Astro SLN and Astro SV shall each have the rights and obligations of a Developer under the Development Agreements, as to the land they now own, respectively, regardless whether they later convey any of that land. Astro Sterling Lakes North, L.P. now owns the land described in the deed

to Astro Sterling Lakes North, L.P. from Iowa Colony Sterling Lakes, Ltd., recorded at County Clerk's File No. 2021084511 in the Official Records of Brazoria County, Texas. Astro Sierra Vista, L.P. now owns the land in the deed to Astro Sierra Vista, L.P. from Land Tejas Sterling Lakes South, L.L.C., recorded at County Clerk's File No. 2021084558 in the Official Records of Brazoria County, Texas.

2. Now the Parties also wish to amend the Development Agreements as herein stated.

III. AMENDMENTS TO AGREEMENTS

1. Astro Sterling Lakes North, L.P. and Astro Sierra Vista, L.P. are hereby made parties to the Development Agreements, as Developers, as to the land each of them now owns, respectively, as described above.

2. Exhibit B attached hereto is hereby substituted in its entirety for the Plan of Development in the prior versions of the Development Agreements.

3. The following is added to each of the Development Agreements as the last section of those Agreements:

“Section ____. Sales Tax. Except to the extent precluded by any existing contract, the Developer shall utilize, and cause its contractors to utilize, separated building materials and labor contracts for all taxable building materials related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.”

4. The City of Iowa Colony, Texas makes the disclosures in this section.
 - a. The landowner is not required to enter into this agreement.
 - b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the landowner, or pursuant to a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code. The City already obtained such requests from the landowners at the times of the original Development Agreements, and the City already has such strategic partnership agreements.
 - c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed by request of the landowner under Subchapter 43, C-3 of the Texas Local Government Code. If the land is taxed agriculturally, as wildlife habitat, or for timber production, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the landowner rejects that offer. The City and the owner must make a municipal services agreement. The landowner must request the annexation in writing, which has already been done in connection with the original

Development Agreements. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the landowner is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.

e. The procedures for this annexation require either the landowner's consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code, and the City already has both.

f. This Agreement, if accepted by the landowner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

4. The parties hereby reaffirm the Agreements in full, subject to the amendments herein, and the Agreements shall remain in full force and effect in accordance with their terms, subject to these amendments.

EXECUTED AND APPROVED to be effective as of **AUGUST 15, 2022.**

CITY OF IOWA COLONY

By: 
Michael Byrum-Bratsen, Mayor

ATTEST:


Kayleen Rosser, City Secretary



STERLING LAKES IOWA ASSOCIATES,
a Texas joint venture


By: Iowa Colony Sterling Lakes 274, Ltd.,
a Texas limited partnership,
Managing Joint Venture

GENERAL PARTNER:

L.T. MANAGEMENT, INC.
a Nevada corporation

By: 
Al P. Brende, President

LIMITED PARTNERS:


Al P. Brende, individually

L.T. PARTNERSHIP, LTD.
a Texas limited partnership

By: L.T. Management, Inc.
a Nevada corporation

By: 
Al P. Brende, President


Iowa Colony Sterling Lakes, Ltd,
a Texas limited partnership

GENERAL PARTNER:


L.T. MANAGEMENT, INC.
a Nevada corporation

By: 
Al P. Brende, President

LIMITED PARTNERS:


Al P. Brende, individually


L.T. PARTNERSHIP, LTD.
a Texas limited partnership

By: **L.T. Management, Inc.**
a Nevada corporation

Al P. Brende, President

LAND TEJAS STERLING LAKES SOUTH, LLC,

a Texas limited liability company

By:


AMP. Brende, Sole Manager

**MCALISTER OPPORTUNITY FUND
2012, L.P.,**
a Delaware limited partnership

By: MOF 2012 GP, LLC
a Delaware limited liability
company,
as its General Partner

By: 
Signature
Name: PAUL CONNOR
Title: Manager

Astro Sterling Lakes North LP

a Delaware limited partnership

By: Astro Sterling Lakes North GP LLC

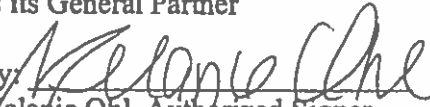
a Delaware limited liability company

It's General Partner

By: Melanie OHL
Name: Melanie OHL
Title: Authorized Signer

**ASTRO SIERRA VISTA, L.P., a
Delaware limited partnership**

By: Astro Sierra Vista GP, LLC,
a Delaware limited liability company,
as its General Partner

By: 
Melanie Ohl, Authorized Signer

ATTACHMENT:
AMENDED PLAN OF DEVELOPMENT FOR
STERLING LAKES
AND
SIERRA VISTA

EXHIBIT B
PLAN of DEVELOPMENT
Sterling Lakes at Iowa Colony
And
Sierra Vista

A. Introduction.

1. The property is comprised of 1,285.64 acres, consisting of residential and commercial uses with community facilities such as parks, lakes, trails, open space and other general public facilities.
2. This PD includes the following sections:
 - General Provisions
 - Land Uses
 - Development Regulations for Single Family Lots
 - Development Regulations for Townhouse residential, tri-plex and duplex units.
 - Development Regulations for Commercial Tracts not in the Town Center Sub-District
 - Development Regulations for Town Center
 - Parks, Recreation and Trails
 - School and Community Facility Sites
 - Landscape
 - Street Plan & Cross-Sections
 - Project Phasing
 - Architectural Entry / District Sign
 - Specific Conditions

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in District MU (Mixed Use District) is not contained in this Agreement, all the regulations contained in the Development Code applicable to District MU in effect on the effective date of this Agreement apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this Agreement. In the event that there are 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:	<i>Boundary Exhibit</i>
Figure 1a:	<i>Jurisdiction Map</i>
Figure 2:	<i>General Development Plan</i>
Figure 2a:	<i>Town Center Sub-District</i>
Figure 3:	<i>Landscape and Open Space Plan</i>
Figure 4:	<i>Thoroughfare Exhibit</i>
Figure 5:	<i>Street cross section for Spine Road, (divided)</i>
Figure 6:	<i>Street cross section for Spine Road, (undivided)</i>
Figure 7:	<i>Pedestrian Cross Section and Detail</i>
Figure 8:	<i>Sterling Lakes North General Plan</i>
Figure 9:	<i>Phasing Plan of Development</i>

The project is located west of State Highway 288, between County Roads 573, Alloy Road and 64, Davenport Parkway. The property is within the William Pettus Survey, H.T. & B.R.R. Company Survey No. 68, 288, and 289, Brazoria County, Texas. As shown on [Figure 1a: Jurisdiction Map](#), parts of the proposed development lie within the City Limit, and part in the extra-territorial jurisdiction of the City of Iowa Colony.

3. A homeowners' association shall be established and made legally responsible to maintain all common 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. Access to Valley Glen Road (SH 288 frontage road) shall be limited to one public street or private non-exclusive driveway. The spacing of the intersection to Valley Glen Road shall be a minimum 1,200 feet apart and shall connect to another public street or an internal driveway network to provide mutual use, non-exclusive access to multiple users.

An additional driveway connection to Valley Glen Road may be permitted no closer than 600 feet apart with the approval of the Planning Commission upon review of a Traffic Impact Analysis, TIA, prepared specifically for the commercial use(s) proposed fronting on Valley Glen Road. The TIA shall:

- Clearly show and distinguish between all existing, proposed and future facilities on the site
- Clearly delineate and distinguish between all existing and proposed traffic improvements, including turn lanes
- Show all applicable traffic counts at all existing and proposed intersections and driveways
- Provide comparative analysis of ingress, egress and trip distribution pre and post development with and without the proposed driveway intersections on Valley Glen Road.

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.
2. Permitted land uses for the Commercial tract on [Figure 2](#) shall be those uses permitted within District MU of the Zoning Ordinance. Commercial may include multi-family residential, subject to City Council approval at the time multi-family is proposed for development. Any other commercial or non-residential use may be allowed, but only if the city council exercises its discretion to grant appropriate approval for said use.
 - (a) Multi-Family use is limited to two separate projects with each project containing no more than 300 units.
 - (b) No building or structure shall exceed 3 stories or 45 feet, subject to Fire Marshall review and approval
 - (c) There shall be no more than 22 units per net platted acre. Except that if all required parking is provided within a parking garage that is screened from view of any public street, there shall be no limit on density as long as the total number of units do not exceed 300 units
 - (d) At least 50% of all required parking shall be covered parking.
 - (e) All surface parking lots shall be screened from view of any adjacent public streets with a minimum 3 foot berm or landscape hedge
 - (f) A minimum 6% of the gross area of the site shall be required as landscaping.
3. Permitted land uses for the tracts identified as "Townhouse" on [Figure 2](#) shall be townhouse residential, tri-plex and duplex units.
4. Permitted land uses for the tracts within the Town Center Sub-District shall be those uses shown in the following table. Certain land uses are permitted only when developed under specific conditions as established in the Notes section of the [Table 1.0: Permitted Uses](#).

Table 1.0 – Permitted Uses:

Land Uses Permitted	2.Towncenter	3.Townhouse	Notes
Residential Land Uses			
Dwelling, Single Family Attached	X	X	
Dwelling, Single Family Detached	X	X	
Public and Civil Land			

Uses			
Wedding Venue	X		
Recreation and Entertainment			
Amusement and Recreational Services	X		
Other Spectator Sports, incl. rental concessions	X		
Other Reservation Services	X		
Auditorium/ Indoor performance Venue	X		
Membership Sports and Recreation Club	X		
Medical Land Uses			
Clinic	X		
Medical, Dental & Optical Retail Sales	X		
Medical, Dental Office	X		
Optician Shop	X		
Motor Vehicle/Transportation			
Auto Service Station	X		
Bicycle Sales, Repairs & Hire	X		
Recreational Vehicle Rental	X		
Recreation Vehicle and Boat Sales	X		
Professional Services			
Bank, Savings and Loan Association, Financial Institution	X		Note 1.
Office, Business	X		
Office, Professional	X		
Office, Real Estate Development Tract or Field Office	X		
Commercial, Retail, Personal Services			
Antique Shop	X		
Apparel Alteration and Retail or Tailor Shop	X		

Art Gallery	X		
Arts, Crafts and Hobby Shop	X		
Bakery, Retail Confectionery	X		Note 3
Barbershop, Beauty Salon, other Personal Shop	X		
Catering Service	X		
Convenience Store, without Fuel Sales	X		
Convenience Store, with Fuel Sales	X		Note 7
Department Store	X		Note 4
Farmers' Market, Outdoor	X		
Furniture, Fixture & Appliance Store	X		
Gift Shop including Florist	X		
Grocery Store	X		
Grocery Store, with Fuel Sales	X		Note 7
Health Club	X		
Hobby Studio, Private	X		
Hotel, Motel	X		Note 8
Kiosk	X		
Laundry, Dry Cleaning Pickup & Receiving Station	X		Note 5
Liquor Store, Packaging Sales	X		
Meat Market (includes Seafood)	X		
Mobile Food Unit	X		
Music Store	X		
Office Supply Store	X		
Pet Shop	X		
Pharmacy	X		
Restaurant	X		
Restaurant, Drive-in/Drive-thru	X		
Restaurant, Refreshment Stand (temporary or	X		

Seasonal)			
Tanning Studio	X		
Tobacco Shop	X		
Manufacturing and Industrial			
Art & Craft Production	X		
Accessory Use			
Accessory Building	X	x	Note 9
Temporary uses during construction. Including a "sales trailer" or "construction office"	X	X	

Notes: Uses within the Town center sub-district must be developed in compliance with the following conditions:

1. 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).
2. Subject to a maximum of 10,000 square feet gross leasable area per establishment.
3. Subject to a maximum of 20,000 square feet gross leasable area per establishment.
4. Subject to a maximum of 35,000 square feet of gross leasable area per establishment.
5. For Laundry, Dry Cleaning Pickup & Receiving Station, rear doors must be screened by masonry screening walls that are a minimum 6 feet in height.
6. Limited to office with no outdoor storage on site or overnight parking.
7. 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 pump stations.

- (c) Fueling canopy columns shall be 100% of the following two materials: brick and/or stone.
- (d) Canopy roofs over the pump dispensers shall have a pitched roof.
- (e) Fueling canopy and columns may encroach into required pipeline setbacks up to 15' while fuel pumps must remain outside the pipeline setback.
- (f) At least one pump island shall include alternative fuel dispensing positions, including electrical vehicle charging station is required.
- (g) Minimum landscaping buffering to include:
 - i. Hedges of at least three feet in height at time of planting screening 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 feet of parking lot perimeter, except street trees.

8. Conditions for Hotel:

- (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; 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.
- (c) Delivery service areas must be screened from the view of any right-of-way or residential area by masonry walls.

9. Accessory uses, include uses which are subordinate to and incidental to the principal uses, including:

- Private garage;
- Swimming pool;
- One storage building per residence, not exceeding 225 square feet in floor area or 12 feet in height;
- Cabana, pavilion or roofed area;
- Meeting, party and/or social rooms; and
- Tennis courts and other recreational facilities, as an accessory to the principal use.
- Paved automobile parking lots incidental to the principal use

- 5. Within the boundary of the proposed Plan of Development, a minimum 5% of the total project acreage (65 acres) will be required for Parks/Recreation/Open Space.

In addition, approximately 20 acres of land located outside the boundary of the Plan of Development shall be dedicated to the City as public park area. Land used for public park area shall have a minimum frontage of 60 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.

Contributing open space areas must be adjacent to and/or have frontage on public street right-of-way. Landscape buffers adjacent to public street right-of-way must be at least fifteen (15) feet wide and contain an average density of (1) tree, a minimum caliper of one and one-half inch (1-1/2") for every thirty (30') feet of street frontage, or portion thereof, measured along the street-facing lot line in order to count to contributing open space. The trees may be clustered or spaced linearly; they need not be placed evenly.

6. Should the surface rights of any designated drill sites revert to the private land owner, and that land owner desires to sell that land, the City will have the first right-of-refusal to purchase the land formerly designated as drill site land at fair market value.

D. Development Regulations for Single Family Lots – Maximum 2,800 lots permitted. Lots less than 60 feet wide = maximum 65% of 2,800 lots or a maximum 1,820 lots. (Maximum 808 lots at 45 feet wide, maximum 955 lots at 50 feet wide) Lots 60 feet wide or greater = minimum of 35% of 2,800 lots or minimum 980 lots. Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Within the areas indicated as Area Type #1 on Figure 2;
The minimum lot width shall be 45 feet wide. Except: the maximum percentage of lots less than 60 feet wide shall not exceed 65 percent of the total maximum number of lots. (Maximum 1,850 lots)

No more than 808 lots shall be 45 feet wide.
No more than 955 lots shall be 50 feet wide.
2. No lots less than 50 feet wide shall be permitted south of County Road 56, Meridiana Parkway.
3. Within the areas indicated as Area Type #2 on Figure 2, the minimum lot width shall be 60 feet wide. A minimum 35 percent of the total maximum number of lots shall be 60 feet wide or greater and at least 6.0% of lots must be greater than 60 feet wide.
4. Minimum lot depth: 110 feet or 90 feet for lots fronting on the bulb portion of a cul-de-sac.

5. Maximum lot coverage: Sixty (60%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.
6. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 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.
7. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / right-of-way line.
8. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 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.
9. 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 lots 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.
10. 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 trucks.

E. Development Regulations for townhouse residential, tri-plex and duplex units within the tracts identified as “Townhouse” as shown on Figure 2 *General Development Plan* .

1. Townhouse, tri-plex and duplex residential is limited to no more than 168 units.
2. And all other regulations listed for town house residential listed in the Development Regulations for Town Center, G.1, listed below.

F. Development Regulations for Commercial Tracts (not in the Town Center Sub-District) Area regulations, yard requirements, and maximum lot coverage, height, and floor area per District MU in the Zoning Ordinance shall apply to the Commercial tract within the PD. At the time of the preliminary plat of any commercial land, 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).

G. Development Regulations for Town Center Sub-District: Land within the boundaries of the Town Center Sub-District as shown on Figure 2 *General Development Plan*, shall be developed in accordance with the following development regulations.

- 1. Townhouse:**
 - 2. 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.
 - 2. 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.
 - 3. Front yards and all common areas within the townhouse development shall be maintained by a property owners association

1.

a.	The total number of units shall not exceed.	177 units
	The maximum permitted density	12 units per acre
b.	The minimum lot area	1,400 sq. ft.
c.	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
d.	The minimum lot depth	70 feet
e.	The minimum front yard setback	20 feet / 15 feet if vehicular access is from a rear alley/shared driveway.
f.	The minimum rear yard setback	10 feet / 3 feet if vehicular access is from a rear alley.
g.	The minimum side yard setback	0 feet between units; 6 feet at the end of each building complex
h.	The minimum side yard of corner lots	10 feet on street side/ 5' if siding on

		"T" type or "L" Type turnaround (see below) minimum 25 foot side yard if the side street is a major thoroughfare
i.	The maximum lot coverage by structures	80 percent
j.	The maximum lot coverage by structures, driveways and parking	85 percent
k.	The maximum height.	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 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.
l.	Guest parking shall be provided on the site at a minimum 1 space per every 6 units	1 space/6 units

(m) Lot access: Access to lots may be from either a public or private street, a permanent access easement (PAE) or a courtyard. Lots may take driveway access from a private alley provided the lots also have adequate minimum frontage on either a public or private street, a permanent access easement or a common courtyard. Courtyards may not exceed 120 feet and must be a minimum 25 feet wide.

- i. The minimum right-of-way required for permanent access easement is 28 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 20-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 20'. 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' radius at the intersection.
- xi. When a private alley intersects with another private alley the minimum radius shall be 10'.
- xii. An alley may not be a direct straight-line extension of a public street.
- xiii. Dead end alleys may not exceed 100'

(n) Parking for Townhouse Residential Use.

- i. Each subdivision providing for a townhouse residential use shall provide at least two off-street parking spaces per dwelling unit on each lot.
- ii. Each subdivision plat providing for a townhouse residential use on a permanent access easement with six or more dwelling units shall provide one additional parking space for every six 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.
- 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.

2. Commercial and non-residential uses:

a.	<p>Front Yard Setback – Requirements of The Unified Development Code - Section 3.5.3.1. Setback and build to lines for Commercial/Retail/Office/Industrial Use Buildings.</p> <p>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.</p>	<p>Minimum 50 feet from existing pipeline along Meridiana Parkway or approximately 85 feet from Meridiana Parkway. (Except fueling canopy and columns may encroach into the required pipeline setbacks up to 15' while fuel pumps must remain outside of the pipeline setback.)</p> <p>Minimum 10 feet from the Town Center commercial drive, (PAE).</p> <p>Minimum 25 feet from any other public or private street.</p>
b.	The minimum rear yard setback	30 feet if adjacent to any Residential Zone
c.	The minimum side yard setback	50 feet from existing pipeline along Meridiana Parkway or approximately 85 feet. Minimum 10 feet from the Town Center commercial

		drive, (PAE). 25 feet from any other public or private street 30 feet if adjacent to any Residential Zone.
d.	The minimum distance between detached structures	10 feet
e.	The maximum lot coverage by structures	65 percent
f.	The maximum lot coverage by structures, driveways and parking	90 percent
g.	The Maximum height.	35 feet Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 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.
h.	Parking requirements. All development within the Town Center District 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. City Engineer shall determine and establish the parking requirements for each building in the PUD as part of the building permit issued for each building, in accordance with the requirements of the section	

H. Building Regulations – Non-residential Buildings within the Town Center Sub-District shall be developed in accordance with the following regulations: Requirements of The Unified Development Code - Section 3.5.3. -Character Defining Elements. do not apply to this Plan of Development.

- 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 Crystal View Drive or Meridiana Parkway shall incorporate offsets having a minimum depth of at least 2 feet, and extending at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
2. Building façade finishes:
- (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), stucco and glass.
 - (b) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), 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 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.
3. Building façade features:
- (a) Canopies shall be provided at all building entrances facing Meridiana Parkway or Crystal View Drive. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
 - (b) The front façade (the side of the building facing the street or internal access easement) of the 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.
 - (c) Ground floor façades for retail buildings that face Meridiana Parkway or Crystal View Drive shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
4. 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 where facing or siding to a public or private street or pedestrian walkway.

- 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. 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.

7. Service and Equipment Areas, as shown on below.

- (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, landscape screens, changes in building orientation, and/or other architectural elements that provide sufficient barrier.
- (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.



VISUAL BARRIER



LANDSCAPE SCREENING



BLENDED INTO FACADE MATERIALS

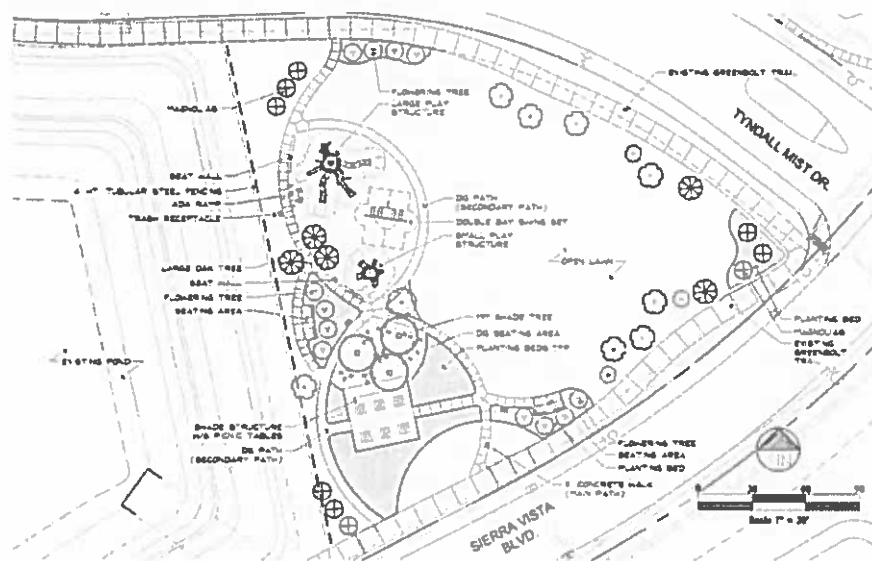
8. Mechanical and Utility Equipment Screening:

- (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.
9. 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

I. 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 landscape buffer with a minimum 15-foot width shall be located along each side of the central spine road, 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. Recreational sites will be strategically located along the central spine road, and shall include the following:
 - (a) A recreational site north of Meridiana Parkway (County Road 56) near the main project entry shall include water recreation i.e., “splash pad”, and a swimming pool with dressing rooms, playground and picnic facilities.
 - (b) A “pocket park” shall be constructed south of Meridiana Parkway along the central spine road, south of Section 6. The park shall include amenities and design like the concept plan illustrated below. A 16.7-acre recreation reserve and the construction of the resort style “lazy river” will replace the obligation to construct a recreation center in Sierra Vista per the agreement dated September 14, 2016.



- (c) A recreational site north of Cedar Rapids Parkway (County Road 57) shall include a swimming pool and splash pad, with dressing rooms, playground and picnic facilities.
- (d) Additional Recreation Sites, strategically located near the entries of various neighborhood pods, as shown on Figure 3. A contributing park, recreation and/or open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
- (e) A contributing park / recreation / open space area of a minimum area of one-quarter (1/4) acre must be contained within each private gated section.
- (f) In addition to the three recreation sites identified above, six additional recreation sites shall be provided with the following minimum improvements.
- Recreation sites shall provide a variety of recreation uses both passive and active. At a minimum, a recreation site shall include a paved plaza area a minimum of 500 square feet 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.
3. On-site storm water detention designed as permanent lakes will be provided within the project, providing additional open space with recreational amenities. A large lake will be located near the project entry.
- Contributing open space areas shall include the area of the permanent water surface and the adjacent side slopes, at a maximum slope of 5:1, for the permanent lake with a minimum water depth of six (6) feet beyond the slope transition. On-site storm water detention area that do not contain a permanent lake area or do not contain permanent man-made improvements, such as hike/bike trails with benches/structures, and that are not accessible with a minimum of one access point directly from a street (public or private) will not be included in the calculation for the minimum amount of required parks / recreation / open space.
- (a) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 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.
- (b) 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.
- (c) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.

4. Minimum 4-foot width sidewalks shall be provided along both sides of local residential streets. 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 5-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 six-foot wide sidewalk may be constructed on only one side of the right-of-way in lieu of two 5 foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks may meander out of the right-of-way and into an adjacent landscape reserve if so provided.

J. Public School and Community Facility Sites

1. As shown on Figure 2, a forty-eight-point three (48.3) acre elementary and junior high 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.
2. At no cost to the City of Iowa Colony, a 4.66 acre site located south of CR 56, and west of CR 383 shall be provided to the City, for the purpose of municipal government/public safety purposes. As the land adjacent to the 4.66 acres provided to the City become available for development, the land shall be offered to the City of Iowa Colony as a first right-of-refusal at fair market value.

K. Landscape. All development within the Town Center District 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. 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.

2. 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 – Pennisetum alopecuroides 'Hameln'
- Sandy Leaf Fig – Ficus tikoua
- Purple Trailing Verbena – Verbena canadensis 'Homestead Purple'
- Snow-N-Summer Jasmine – Trachelospermum asiaticum 'Snow-N-Summer'
- Green Mound Juniper – Juniperus procumbens 'Green Mound'
- Bicolor Iris – Dietes Bicolor (Evergreen)
- Foxtail Fern – Asparagus meyeri (Evergreen)
- Japanese Blueberry – Elaeocarpus decipiens (Evergreen)
- Dwarf Palmetto- Sabal minor
- Shell Ginger- Alpinia Zerumbet 'Variegata'
- Bat Faced Cuphea- Cuphea llavea
- Canna Lily- Canna indica
- Yellow Iris- Iris pseudacorus
- Knockout Rose- Roba 'Radrazz'
- Double Red Knockout Rose- Rosa x 'Knockout' TM
- 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'

L. Street Plan and Cross Sections.

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 (undivided) and greenbelt*

M. 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.

- N. Architectural Entry / District Sign** – An archway, freestanding project identification sign may be constructed subject to the following conditions and specifications:
- a. The sign shall be compatible with the architectural composition of the adjacent building(s) and the district.
 - b. Sign finish materials shall consist of brick, stone, and metal.
 - c. The architectural entry feature may span the public street right-of-way on Crystal View Drive. shown on Figure 2a *General Development Plan*. The entry feature may be located within a street right-of-way, including within a median, as long as the sign does not restrict visibility.
 - d. The minimum height of the feature shall be 16 feet, or as recommended by the Fire Marshall, from the top of the curb to the bottom of the overhang structure. The maximum height of the feature shall be limited to 30 feet.
 - e. The effective area shall be limited to a maximum of 210 square feet and is limited to identify only the project name, Sierra Vista and the project logo or logotype.
 - f. The sign is exempt from any requirement that it be located a minimum distance from a property line.

- g. District identity signs, shall maintain a minimum 8 foot clearance between the lowest element of the sign and the grade below.

— **ENTRY FEATURE (SEE EXHIBIT B.1 ARCHITECTURAL ENTRY/ DISTRICT SIGN)**

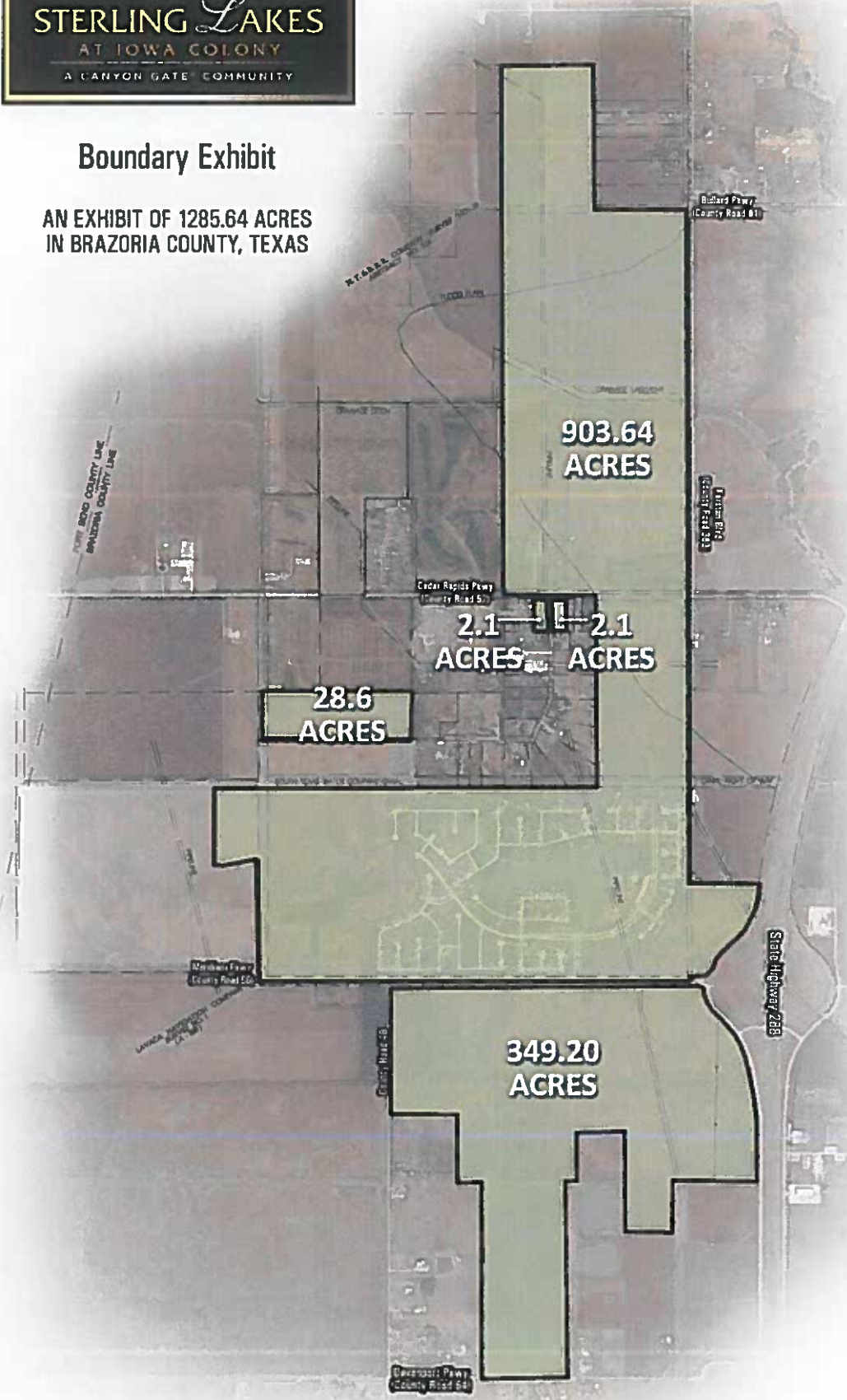


- O. Specific Conditions** – Implementation of this master-planned community will require consideration of site conditions that necessitate granting the following variances from specific sections of the Subdivision Ordinance and Engineering Design Criteria Manual:
1. *No block shall exceed a length of one thousand two hundred (1,200) feet in residential or commercial developments.*
All streets within the gated areas shall be private and access will be limited to local residential traffic only. Entry points will be limited for security purposes. Consequently, streets will not be stubbed to adjacent acreage, resulting in external block lengths greater than 1,200 feet. Some internal blocks will exceed 1,200 feet, to a maximum distance of 2,600 feet, to accommodate detention lakes and reserves. This variance does not apply to areas of the development that do not include private residential streets.
 2. *Access to Public Streets. The subdividing of land shall be such as to provide each lot with satisfactory access to a public street.*
All the streets in the gated portions of the community will be private with access limited to local traffic only. Gated private street neighborhoods will connect to public streets. All gated sections containing more than 35 lots shall have at least two connections to a public street. If a future second point of access is not yet constructed a temporary connection shall be provided until the permanent connection is constructed. All private streets will be constructed to the City's public street standards. A homeowners' association will assume all responsibility to repair and maintain the private streets. As such, the adherence to this requirement for the private street portions of the development will not be required.

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE COMMUNITY

Boundary Exhibit

**AN EXHIBIT OF 1285.64 ACRES
IN BRAZORIA COUNTY, TEXAS**



NORTH

0 350' 700' 1400'

SCALE: 1" = 1400'
DATE: 11.9.2015

FIGURE 1

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PLAN HAS NOT BEEN VERIFIED BY ANY SURVEYING PROFESSIONAL. ADDITIONAL STREETS AND ROADWAYS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS NOT FOR CONSTRUCTION PURPOSES ONLY. ALL PLANS FOR THIS PROJECT ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA
and
STERLING LAKES
 AT IOWA COLONY
 A CANYON GATE COMMUNITY

Jurisdiction Map

LEGEND

- IOWA COLONY CITY LIMIT
- IOWA COLONY ETJ
- ALVIN ETJ
- ALVIN CITY LIMIT

ALL JURISDICTIONAL LINES ARE APPROXIMATE AND SUBJECT TO CHANGE

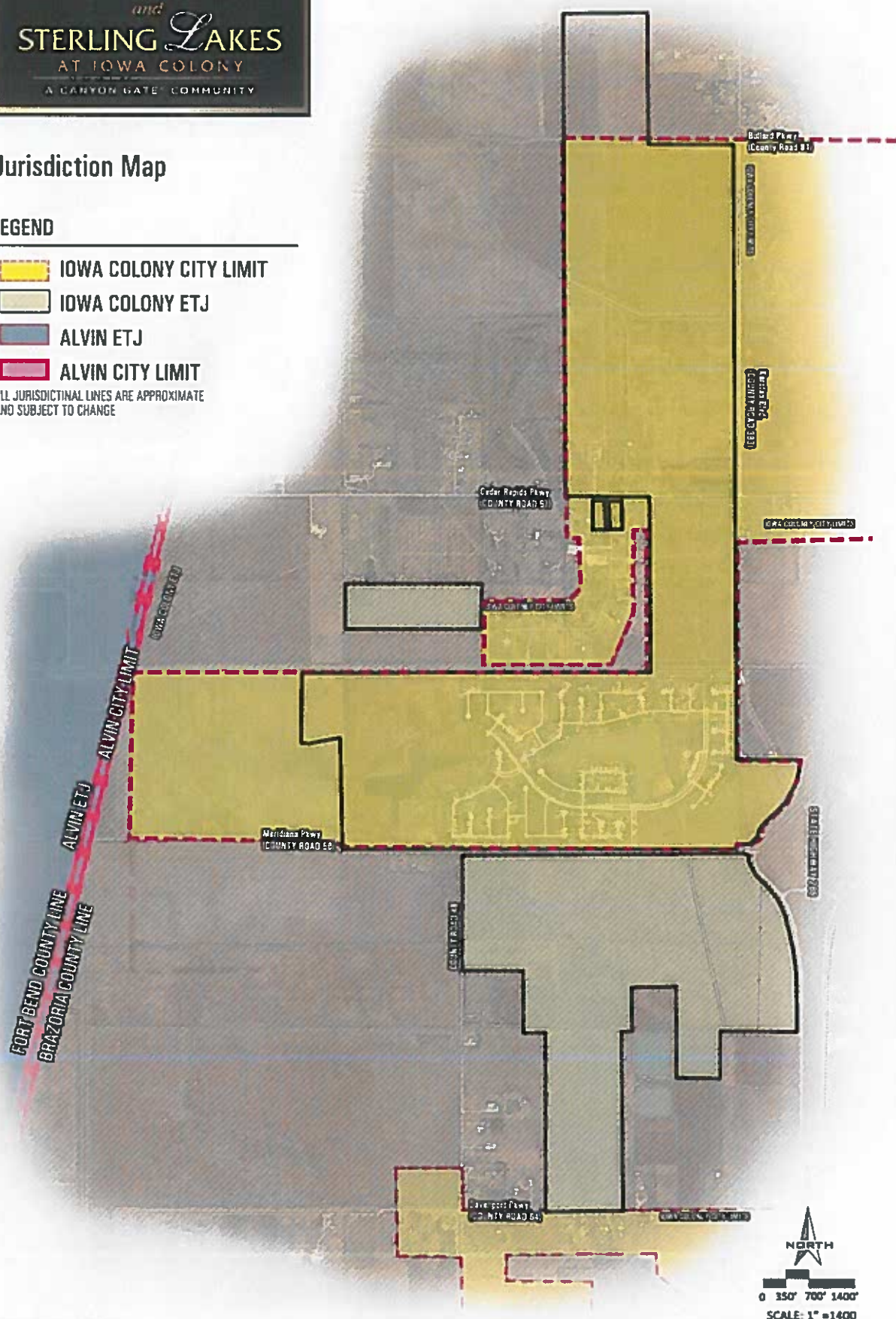


FIGURE 1A

THIS PLAN WAS PREPARED WITH REASONABLY RELIABLE DATA AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PLAN HAS ONLY BEEN DESIGNED BY ANY PROFESSIONAL ENGINEER, ARCHITECT, SURVEYOR OR LANDSCAPE ARCHITECT AS INDICATED ON THE PLAN. NO OTHER PROFESSIONAL HAS BEEN CONSULTED FOR DESIGN, PERFORMANCE, OR OTHER REASON. ALL PLANS AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA and STERLING LAKES AT IOWA COLONY A CANYON GATE COMMUNITY

General Development Plan

LEGEND

	AREA TYPE SF1			AREA TYPE SF2			
	45s	50s	55s	60s	65s	70s	100s
STERLING LAKES	478	173	253	241	0	59	66
STERLING LAKES NORTH	323	183	0	365	5	0	0
SIERRA VISTA	0	368	0	184	0	32	0
TOTAL	801	724	253	790	5	91	66
	TOTAL TYPE 1 1,778 <small>SEE NOTE 4</small>			TOTAL TYPE 2 972 <small>SEE NOTE 5</small>			
	TOTAL > 60' 182 <small>SEE NOTE 6</small>						

	Total Section Ac.	Total Number of Lots
STERLING LAKES	348.61	1290
STERLING LAKES NORTH	238.66	876
SIERRA VISTA	209.98	584
TOTAL	797.25	2,750 <small>SEE NOTE 8</small>

- Note 1: Maximum 808 Lots
- Note 2: Maximum 955 Lots
- Note 3: Maximum 1,683 Lots
- Note 4: Sum of area type #1 lots shall not exceed 85%
- Note 5: Total of type #2 lots greater than 60' - Min. 0%
- Note 6: Total maximum 2,800 Lots in SF1 & SF2

- 3 INDICATES PROPOSED DETENTION
- 4 INDICATES PROPOSED CIVIC
- 5 INDICATES PROPOSED COMMERCIAL
- 8 INDICATES PLATTED LOTS
- 7 INDICATES EXISTING LAKES/DETENTION
- 8 INDICATES PRIVATE STREET
- 9 INDICATES PROPOSED TOWNHOUSE
- 10 INDICATES PROPOSED TOWN CENTER
- * INDICATES PROPOSED GATED ENTRY
- INDICATES PROPOSED RECREATION SITE

TOTAL SF1 & SF2 LOTS	
PLATTED/ EXISTING LOTS	1,866 LOTS
PROPOSED MAX. LOTS-SF1&SF2	934 LOTS
TOTAL MAX SF1 & SF2 LOTS	2,800 LOTS
FUTURE TH LOTS	
MAX. FUTURE TH LOTS/UNITS	345 LOTS
TOTAL MAX LOTS/UNITS	3,145 LOTS

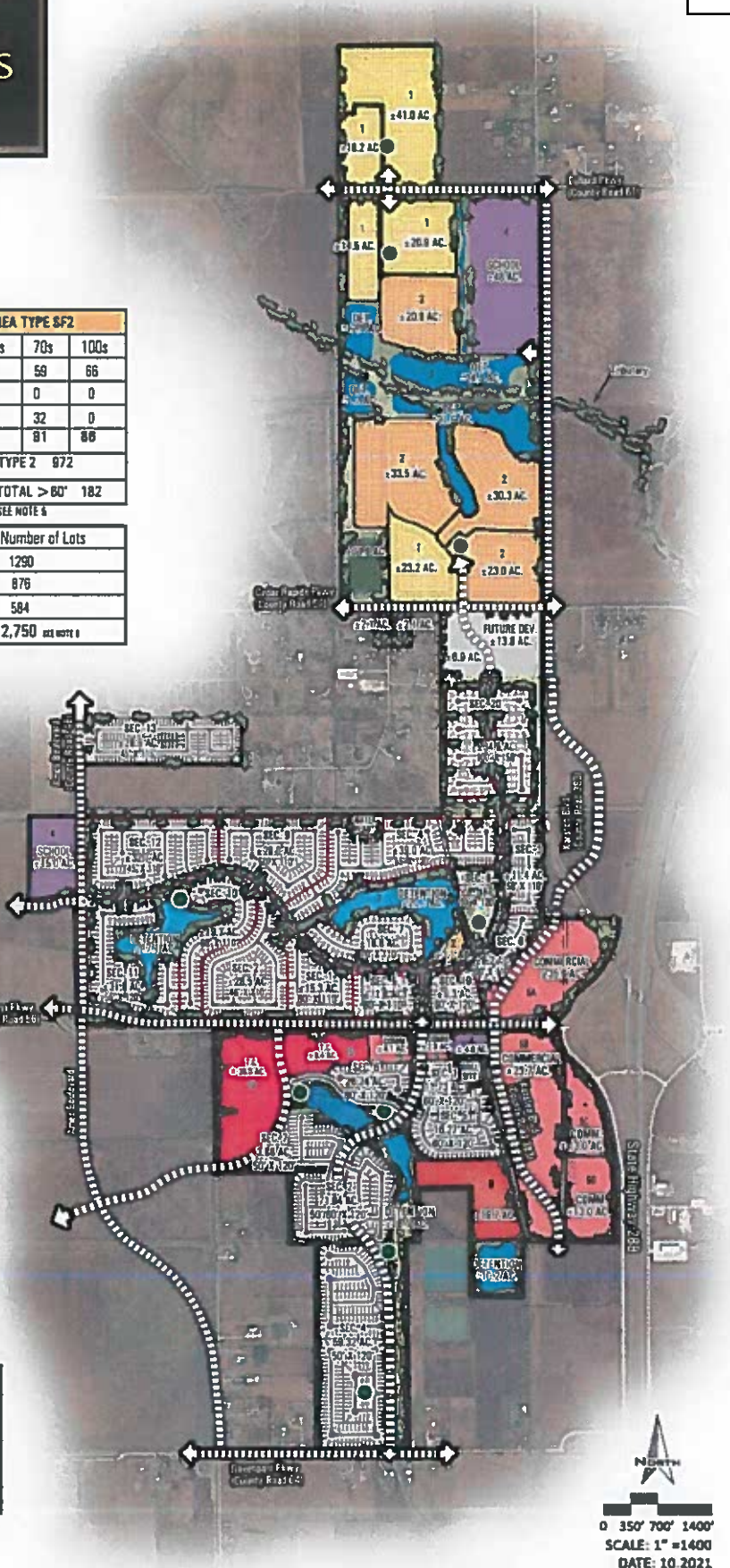


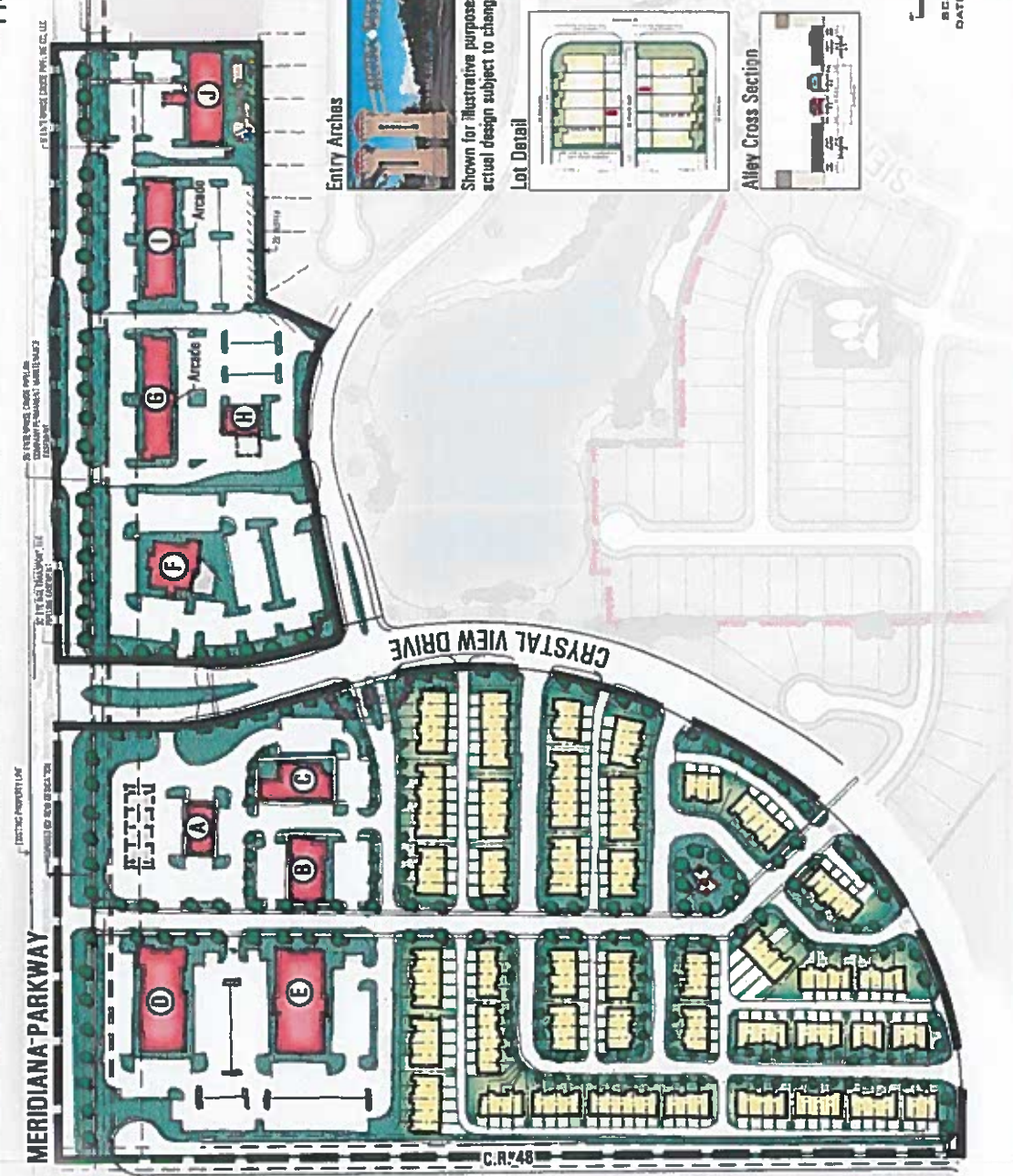
FIGURE 2

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PLANNING AND DESIGN SERVICES PROVIDED BY JONES & CARTER ARE LIMITED TO THE SERVICES SPECIFICALLY LISTED IN THE SCOPE OF WORK. THE PLANNING AND DESIGN SERVICES PROVIDED BY JONES & CARTER DO NOT CONSTITUTE A GUARANTEE OF ANY KIND. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

FIGURE 2a

SIERRA VISTA
and
STERLING LAKES
 AT IOWA COLONY
 A CANYON GATE COMMUNITY

Town Center Sub-District



LAND USE	4,500 S.F.	2.9 AC.
A Convenience w/ gas	6,400 S.F.	1.0 AC.
B Comm./ pizza, dry spa, dentist, restite	8,000 S.F.	1.3 AC.
C Comm./ cleaners, nail salon, barber, spa (incl. restaurant)	10,500 S.F.	3.0 AC.
D Comm./ restaurant, breakez, test prep, tutoring/ medical office/ automotive	10,500 S.F.	2.0 AC.
E Comm./ restaurant, breakez, test prep, tutoring/ medical office/ automotive	7,800 S.F.	3.0 AC.
F Comm./ restaurant, salon	21,500 S.F.	2.0 AC.
G Comm./ restaurant, salon	3,500 S.F.	1.3 AC.
H Bank	21,500 S.F.	2.4 AC.
I Comm./ restaurant, salon	14,000 S.F.	1.8 AC.
J Daycare/ School	41,800 S.F.	21.9 AC.
Total Commercial		17.6 AC.
Townhouse		39.4 AC.

NOTE: Building sites (S.F.) and site acreage (AC.) are shown for illustrative purposes only. Final plans are subject to change.

The PD shall substantially conform to the general layout, design concepts, and in accordance with the listed townhouse residential, commercial and office land uses shown here.

SIERRA VISTA
and
STERLING LAKES
 AT IOWA COLONY
 A CANYON GATE COMMUNITY

Contributing Landscape and Open Space Plan

LEGEND	ACREAGE	TOTAL %
REQUIRED OPEN SPACE	65 ACRES	5%

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
- PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- INDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK
 NOTE: 8' 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 1 1/2" 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.

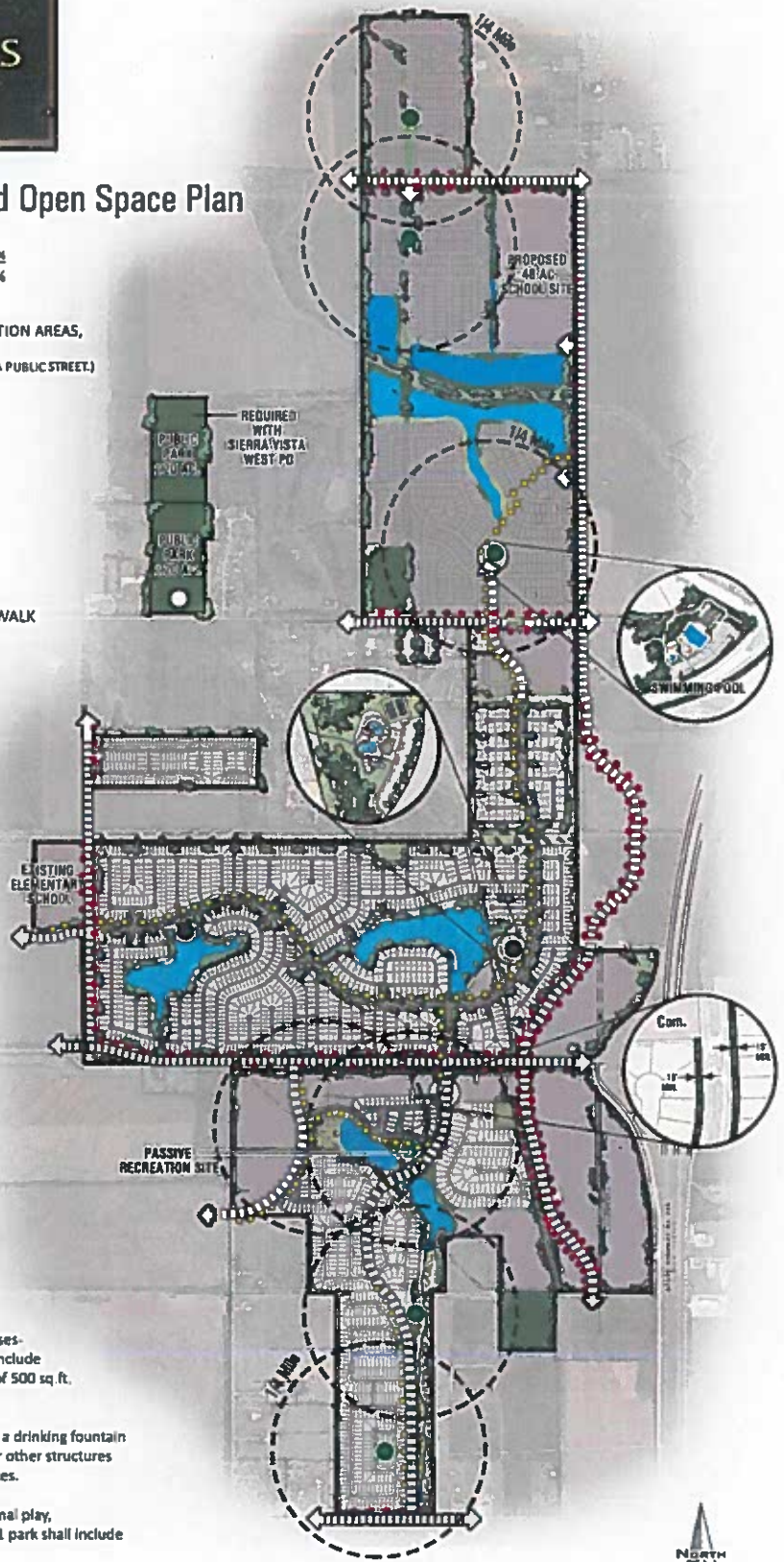


FIGURE 3

SIERRA VISTA
near
STERLING LAKES
 AT IOWA GEOSLOPI
 A CANYON GATE COMMUNITY

Thoroughfare Exhibit

LEGEND

- | | | | |
|--|---|--|---|
| | MAJOR ARTERIAL (TO BE WIDENED)
(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED) | | SPINE ROAD (PRIVATE)
(80' R.O.W. MIN.) |
| | MAJOR ARTERIAL (PROPOSED)
(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED) | | SPINE ROAD (PUBLIC)
(80' R.O.W. MIN.) |
| | MINOR ARTERIAL (PROPOSED)
(120' R.O.W. MIN. - 40 M.P.H. DESIGN SPEED) | | SPINE ROAD (PROPOSED)
(80' R.O.W. MIN.) |
| | MAJOR COLLECTOR
(180' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED) | | LOCAL STREET (PUBLIC)
(60' R.O.W. MIN.) |
| | MAJOR COLLECTOR (PROPOSED)
(180' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED) | | LOCAL STREET (PRIVATE)
(60' R.O.W. MIN.) |
| | MINOR COLLECTOR (PROPOSED)
(180' R.O.W. MIN. - 30 M.P.H. DESIGN SPEED) | | GATED ENTRY |
| | SUPER ARTERIAL (PUBLIC)
(S.H. 288, R.O.W. VARIES) | | SIGNALIZED INTERSECTION |

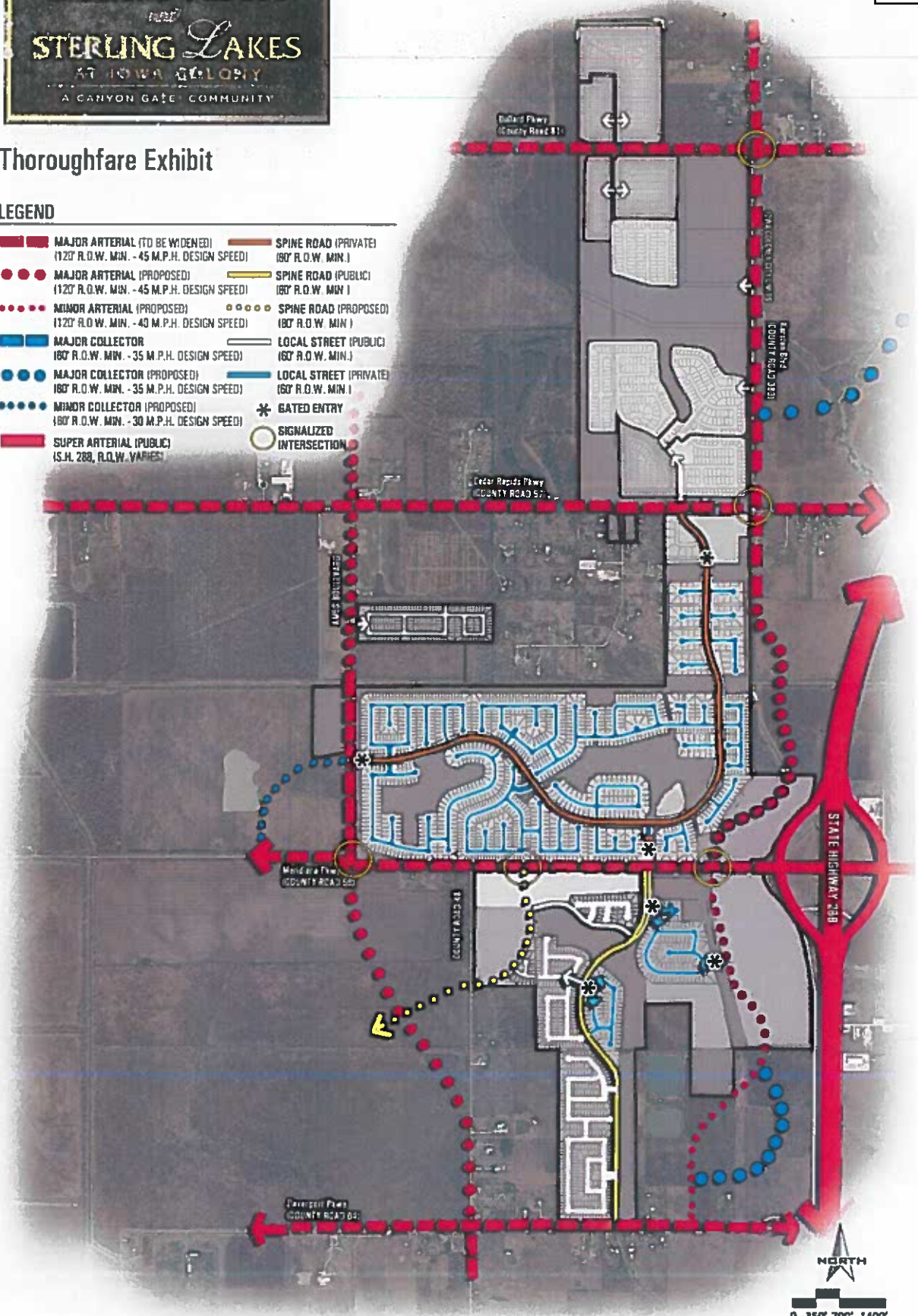


FIGURE 4

NORTH
 0 350' 700' 1400'
 SCALE: 1" = 1400'
 DATE: 10.2021

0' 5' 10' 16' 20'
SCALE 1" = 20'
DATE: 05.01.2018

SPINE ROAD (DIVIDED) PROPOSED STREET CROSS SECTION

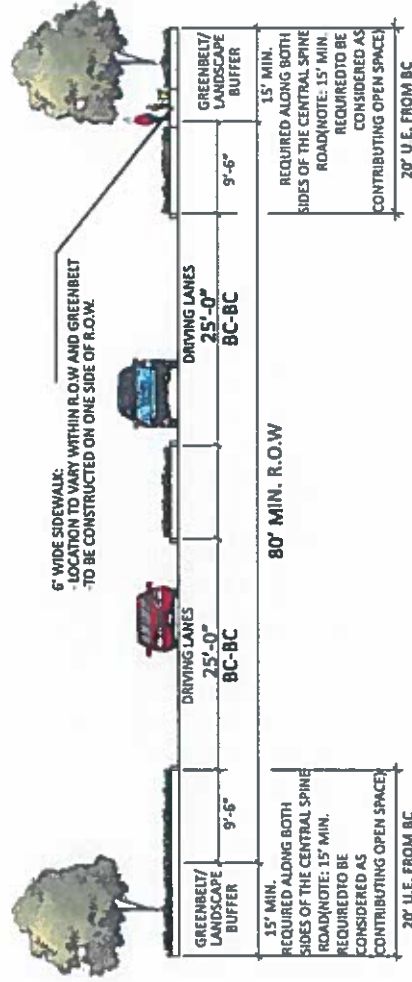


FIGURE 5

SIERRA VISTA
and
STERLING LAKES
A IOWA COLONY
A CANYON GATE COMMUNITY

SPINE ROAD (UNDIVIDED) PROPOSED STREET CROSS SECTION

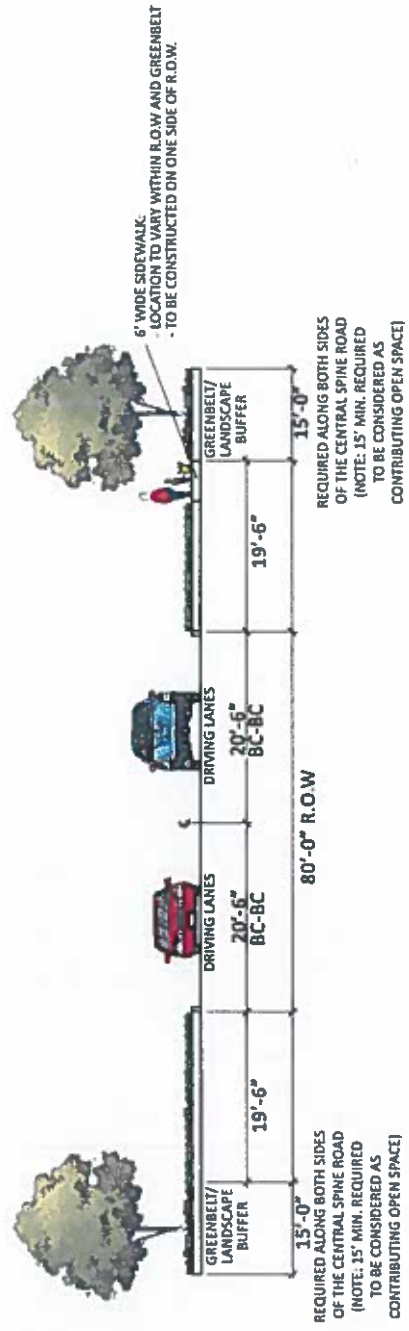
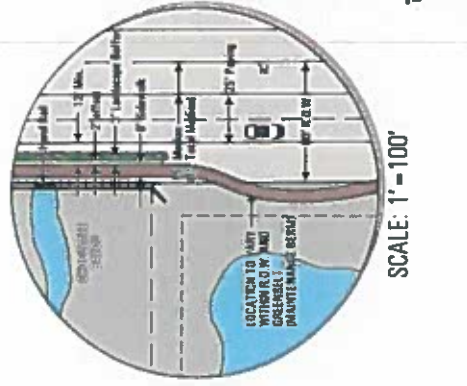
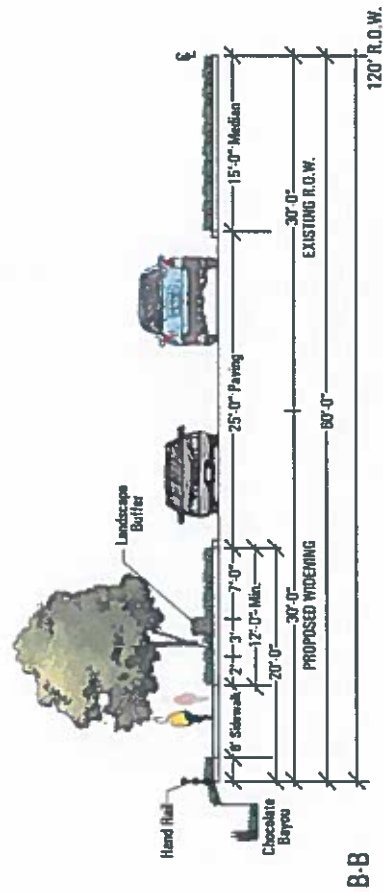
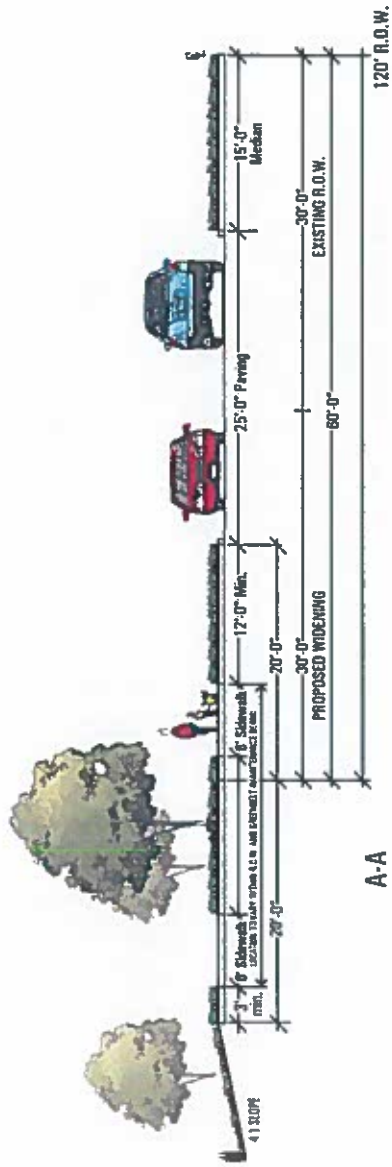


FIGURE 6

Sierra Vista West

Pedestrian Cross-Section and Detail

FIGURE 7



JONES CARTER

Item 19.

Sterling Lakes North



THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PRIOR TO A DETAIL SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL DETAILS AND/OR CHANGES MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR PUBLIC USE ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA STERLING LAKES AT IOWA COLONY A CANYON GATE COMMUNITY

Phasing Plan

- PHASE I (1-2 Years)
- PHASE II (3-5 Years)
- PHASE III (6-10 Years)

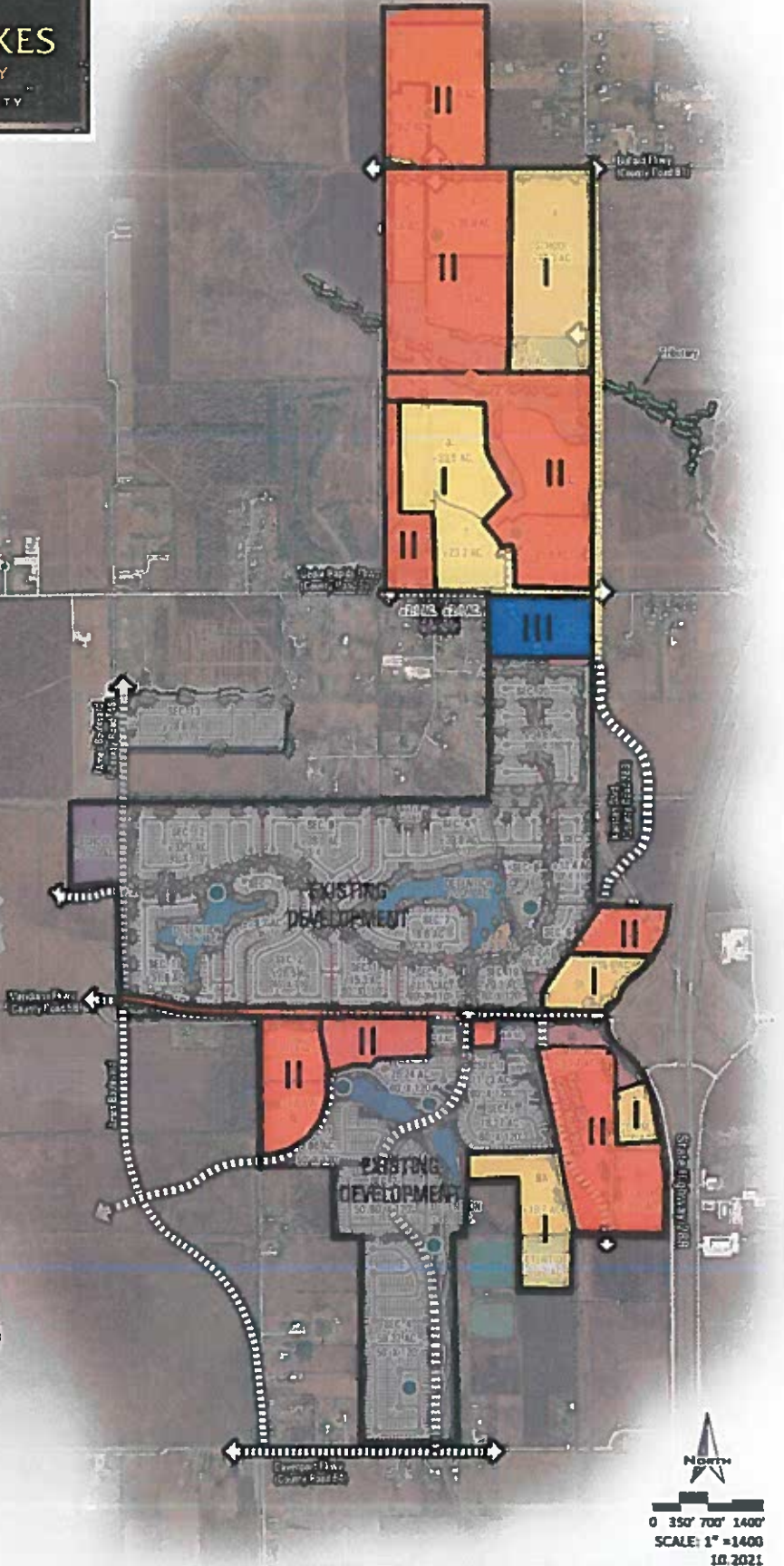


FIGURE 9

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PLAN HAS NOT BEEN REVISED BY ANY SUBSEQUENT DESIGN, ADDITIONAL STUDY AND/OR SURVEY WORKS MAY BE REQUIRED. THIS PLAN IS AN OFFICIAL DOCUMENT AND IS PROVIDED FOR OFFICIAL INFORMATION PURPOSES ONLY. ALL PHASE PERMITS FOR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, REOPENING A PORTION OF KARSTEN BOULEVARD; AMENDING THE IOWA COLONY CITY CODE CHAPTER 38 "TRAFFIC AND VEHICLES", ARTICLE 1 "IN GENERAL", SECTION 38-4 "NO THROUGH TRUCKS PERMITTED"; PRESERVING ALL EASEMENTS AND RIGHTS OF WAY; REPEALING ORDINANCE 2021-09; PROVIDING A PENALTY CLAUSE OF UP TO \$500.00 FOR A VIOLATION OF THIS ORDINANCE; ALL OTHER APPROPRIATE CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this ordinance promotes the public health, safety, and welfare;

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

SECTION 1. That the portion of Karsten Boulevard from the southern edge of its intersection with Bullard Parkway (former County Road 81) southward to a point 100 feet north of the northern edge of the intersection of Karsten Boulevard with Cedar Rapids Parkway (former County Road 57), in the City of Iowa Colony, Brazoria County, Texas, is hereby reopened.

SECTION 2. That the Public Works Department of the City is hereby authorized and directed to unblock access to the previously closed street and to provide access and add "No Through Trucks" signage.

SECTION 3. That this ordinance hereby repeals and replaces Ordinance No. 2021-09.

SECTION 4. That the Iowa Colony City Code Chapter 38 "Traffic and Vehicles", Article 1 "In General", Section 38-4 "No Through Trucks Permitted" is hereby amended by adding the following:

Sec. 38-4. - No through trucks permitted.

(b) Traffic signs with the term "No Through Trucks" are hereby authorized and shall be placed at locations as established from time to time.

ADDING: Karsten Boulevard. The portion of Karsten Boulevard from the southern edge of its intersection with Bullard Parkway (former County Road 81) southward to a point 100 feet north of the northern edge of the intersection of Karsten Boulevard with Cedar Rapids Parkway (former County Road 57), in the City of Iowa Colony, Brazoria County, Texas.

SECTION 5. Penalties, liabilities, and other remedies for failing to comply with any sign authorized by this ordinance shall be up to \$500.00, as provided by Ordinance 2004-2 of the City of Iowa Colony.

SECTION 6. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

SECTION 8. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 8TH DAY OF APRIL 2024.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____ 2024.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
ASSIGNING NEWLY ANNEXED AREAS TO CITY COUNCIL
DISTRICTS, WITH RELATED PROVISIONS**

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

SECTION 1. That the term “Annexed Areas” herein means all areas annexed into the City of Iowa Colony for full or limited purposes before the enactment of this Ordinance but after April 6, 2022, which is the date the City Boundaries Commission passed a Resolution establishing the original boundaries of Iowa Colony City Council Districts A, B, and C. For convenience and without limiting the foregoing, a list and further descriptions of areas included in the Annexed Areas are attached and incorporated herein in full.

SECTION 2. That the Council of the City of Iowa Colony, Texas (“the City”) hereby finds that the following facts are true:

- a. Section 3.01 (c) of the Home Rule Charter (“the Charter”) of the City of Iowa Colony, Texas provides for three of the seven City Council members to be elected from single-member districts designated as Districts A, B, and C.
- b. **Section 3.01 (f)(2)(iv) of the Charter states:**

“Promptly following the addition of territory to the city by a boundary change, the City Council shall by ordinance add that territory to an adjacent district or districts.”

- c. **Accordingly, this Ordinance adds newly annexed territory to adjacent Council Districts B and C respectively, and does not change Council District A.**
- d. **The Annexed Areas, as herein defined, are adjacent to Council Districts B and C respectively, as hereby attached and incorporated herein in full.**
- e. The district boundaries adopted by this Ordinance are based upon census blocks from the United States Census of 2020 and the boundaries of the Newly Annexed Areas herein defined.
- f. The district boundaries adopted by this Ordinance are as compact as reasonably practicable.
- g. The district boundaries established by this Ordinance are as equally as reasonably practicable in total population and voting age population.
- h. The district boundaries established by this Ordinance neither concentrate nor fracture populations of any racial, ethnic, language, or other demographic group in violation of Section 2 of the Voting Rights Act of 1965.
- i. This Ordinance has been read and passed at two meetings of the City Council, each held after 72 hours of notice and open to the public, in compliance with all requirements of the Texas Open Meetings Act.

- j. A quorum of the members of the City Council was present in person throughout the meetings.
- k. Upon a motion and second duly made, this Ordinance was passed by the members of the City Council present at each of those meetings.
- l. Those meetings and the passage of this Ordinance complied with all requirements of applicable law.

SECTION 3. That the Annexed Areas are adjacent to City Council Districts B and C respectively. The City Council hereby adds the Annexed Areas to Council Districts B and C as hereby attached and incorporated herein in full.

SECTION 4. The district boundaries hereby established shall be effective for the municipal election(s) after May 2024, and thereafter until lawfully changed.

PASSED AND APPROVED ON THE ON THE FIRST READING ON THE 8TH DAY OF APRIL 2024.

PASSED AND APPROVED ON THE ON THE SECOND READING ON THE _____ DAY OF _____ 2024.

CITY OF IOWA COLONY

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

EXHIBIT "A"
ANNEXED AREAS

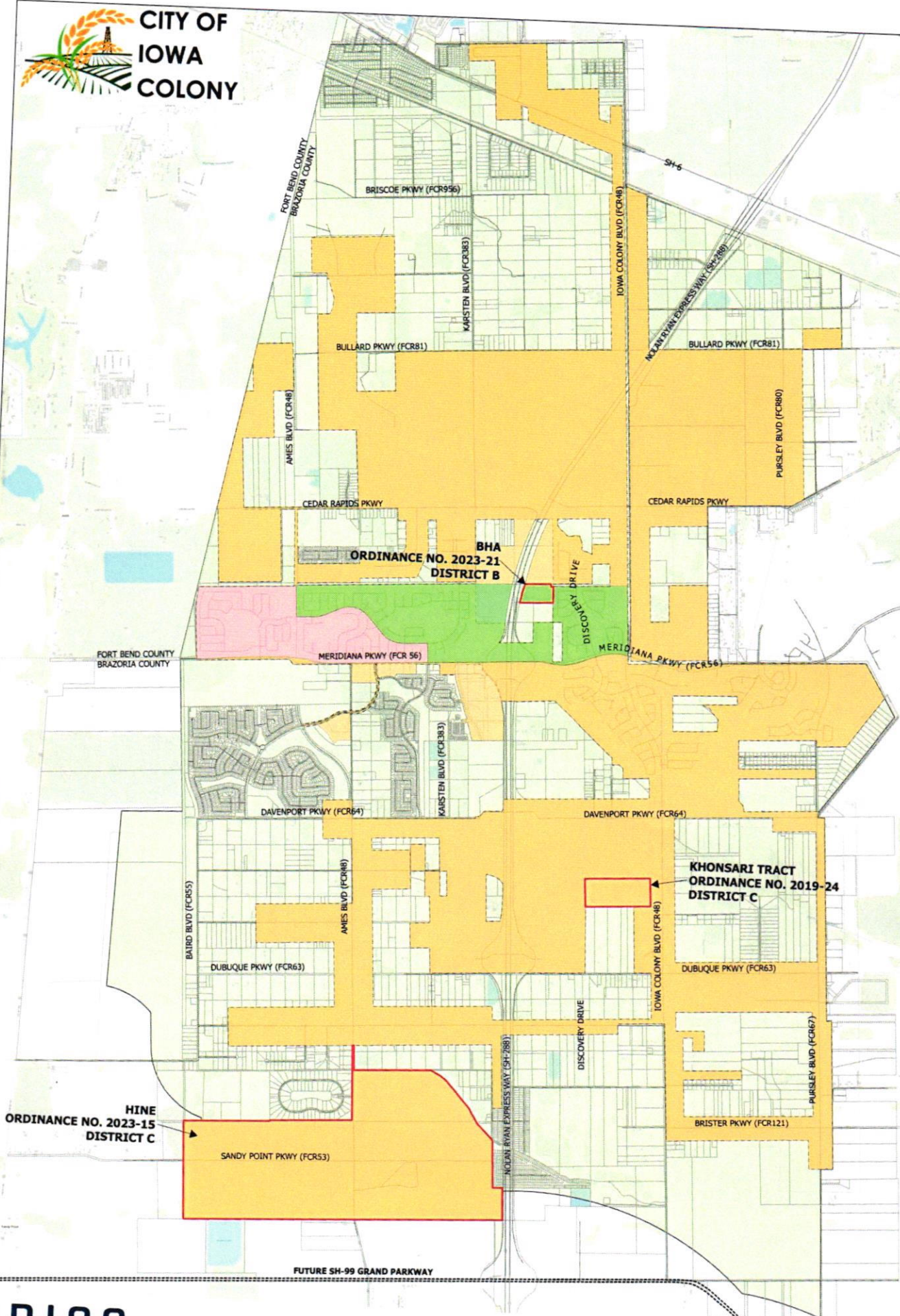
The Annexed Areas added to City Council Districts B and C respectively by the foregoing ordinance include all areas annexed into the City of Iowa Colony by the following ordinances:

1. BHA Investments LLC Ordinance No. 2023-21 – District B
2. Hines Development Ordinance No. 2023-15 – District C
3. Baham/Khonsari Tract Ordinance No. 2019-24 – District C

Descriptions of the Annexed Areas in those ordinances are attached hereto and incorporated herein in full.



0 500 1,000 2,000 Feet



**BHA
ORDINANCE NO. 2023-21
DISTRICT B**

**KHONSARI TRACT
ORDINANCE NO. 2019-24
DISTRICT C**

**HINE
ORDINANCE NO. 2023-15
DISTRICT C**

EXHIBIT 'A'

File No.: **1579299-H062 (CK)**
 Property: **Vacant Land, Angleton, TX 77515**

A 15.624 ACRE TRACT OF LAND BEING THE SAME PROPERTY DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 2005069892, BEING OUT OF TRACTS 653 AND 654, SECTION 56, EMIGRATION LAND. CO. SUBDIVISION, RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS, LOCATED IN THE H.T. & B.R.R. CO. SURVEY, ABSTRACT 515, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEAST CORNER OF SAID TRACT 654, SAME BEING THE NORTH LINE OF TRACT 655, A CALLED 10 ACRE TRACT DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 02051431, SAID POINT ALSO BEING ON THE WEST LINE OF A CALLED 53.889 ACRE TRACT DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 2008032761;

THENCE ALONG THE COMMON LINE OF SAID TRACT 654 AND SAID TRACT 655, WEST, A DISTANCE OF 659.61 FEET TO A ¾" IRON PIPE FOUND AT THE COMMON CORNER OF SAID TRACT 653, SAID TRACT 655 AND TRACT 652 DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY, CLERK FILE NO. 93011992;

THENCE ALONG THE COMMON LINE OF SAID TRACT 653 AND SAID 652, SOUTH 89° 55' 04" WEST A DISTANCE OF 456.11 FEET TO A ½" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 288, RECORDED IN VOLUME 1129, PAGE 424, DEED RECORDS, BRAZORIA COUNTY, TEXAS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11249.16 FEET;

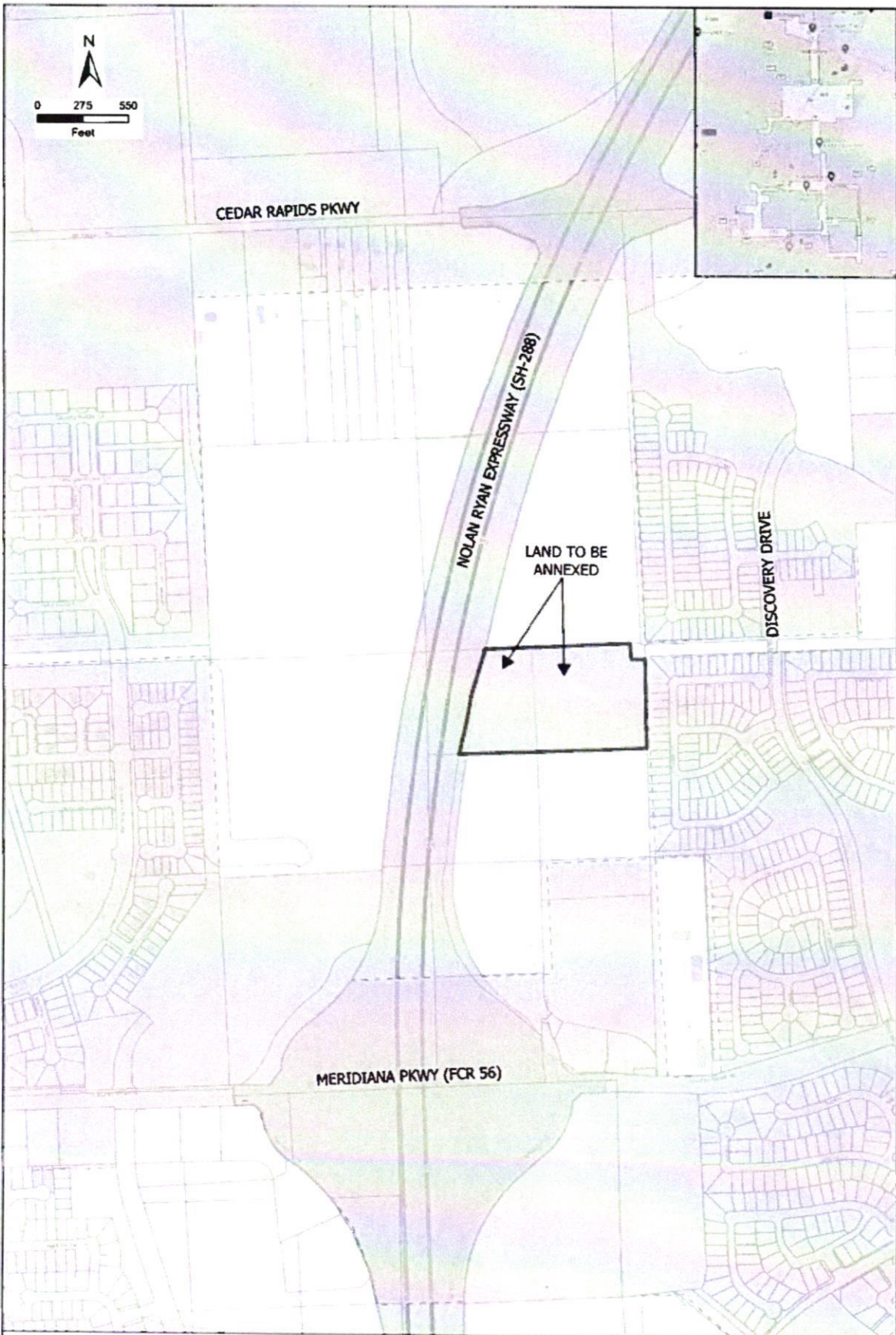
THENCE ALONG SAID EAST RIGHT OF WAY LINE AND ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 03° 26' 26" PASSING AT AN ARC LENGTH OF 542.79 FEET A CONCRETE RIGHT-OF-WAY MONUMENT AND CONTINUING A TOTAL ARC DISTANCE OF 675.50 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 12° 13' 47" EAST A DISTANCE OF 675.40 FEET TO A 5/8" IRON ROD FOUND ON THE NORTH LINE OF SAID TRACT 653, SAME BEING THE CENTERLINE OF A 40 FOOT WIDE DEDICATED RIGHT-OF-WAY PER VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY MAP RECORDS;

THENCE ALONG THE NORTH LINE OF SAID TRACTS 653 AND 654, AND SAID CENTERLINE NORTH 89° 57' 45" EAST A DISTANCE OF 871.29 FEET TO A ½" IRON ROD WITH YELLOW PLASTIC CAP MARKED "1ST AMER 4053785800" SET;

THENCE ACROSS SAID TRACT 654, SOUTH 00° 16' 06" EAST, A DISTANCE OF 100.00 FEET TO A ½" IRON ROD FOUND;

THENCE CONTINUING ACROSS SAID TRACT 654, SOUTH 88° 59' 32" EAST, A DISTANCE OF 99.43 FEET TO A ½" IRON ROD FOUND ON THE EAST LINE OF SAID TRACT 654. SAID POINT BEING ON SAID WEST LINE OF A CALLED 53.889 ACRE TRACT;

THENCE ALONG THE COMMON LINE OF SAID CALLED 53.889 ACRE TRACT AND SAID TRACT 654, SOUTH 00° 06' 44" EAST, A DISTANCE OF 558.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 680.562 SQUARE FEET OR 15.624 ACRES OF LAND MORE OR LESS.



**IOWA COLONY ANNEXATION
AUGUST 2023**



EXHIBIT "A"
DESCRIPTION OF ANNEXATION AREA
CITY OF IOWA COLONY ANNEXATION OF
HINES DEVELOPMENT AND COUNTY ROADS

PART ONE: BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERK'S FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE FOLLOWING PAGES, WHICH ARE A PART OF THIS PROPERTY DESCRIPTION.

PART TWO: The entire width of the right of way of County Road 48 (Ames Boulevard) beginning at the existing city limit of Iowa Colony, which is located on the right of way of County Road 48 at a point 630 feet south from the centerline of the right of way of County Road 62; and continuing southward along the right of way of County Road 48 from the existing city limit to the south boundary of Lot 57 of the Allison Richey Subdivision in the east end of the D. Talley League, Abstract 130, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 126 of the Plat Records of Brazoria County, Texas. This Part Two, the portion of the right of way of County Road 48 being annexed, is also the land described on the attached metes and bounds description of "Part Two Annexation Tract for Ames Boulevard (Airline Road/County Road 48)," LESS AND EXCEPT any portion thereof already in the incorporated limits of the City of Iowa Colony.

PART THREE: All county road rights of way within the Annexation Area. Also all county road rights of way adjoining the Annexation Area that are parallel to the Annexation Area, to the extent they are in the extraterritorial jurisdiction of the City of Iowa Colony.

City of Iowa Colony
7.381 Acres

Lavaca Navigation Co. Survey, Section 3, A-328
David Talley Survey, A-130

PART TWO
**ANNEXATION TRACT FOR AMES BOULEVARD (AIRLINE ROAD/ COUNTY ROAD 48)
FROM THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 62 TO THE SOUTH RIGHT-
OF-WAY LINE OF COUNTY ROAD 53 (SANDY POINT ROAD)**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7.381-acre tract in the Lavaca Navigation Company Survey, Section 3, Abstract No. 328 and the David Talley Survey, Abstract No. 130 in Brazoria County, Texas. Said 7.381-acre tract is a portion of a 40-foot wide Public Road right-of-way affecting Lots 408, 409, 418 and 419 as dedicated on the Plat of Section 3 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and a portion of Lots 38, 47 and 57 of the Allison-Richey Land Company's Subdivision as recorded in Volume 2, Page 126 in the Brazoria County Plat Records. Said Annexation Tract is more particularly described as follows:

BEGINNING at the point of intersection of the south right-of-way line of County Road 62 (based on a width of 60-feet) with the occupied east right-of-way line of County Road 48 (a.k.a. Airline Road, based on a width of 60-feet), said occupied line is 40-feet east of the west line of said Lot 418 and has the following coordinate: N 13,711,998.25, E 3,100,644.73;

THENCE, South 02°43'27" East, along the occupied east line of said County Road 48, at a distance of 1,513.85 feet pass the common survey line between the aforementioned Lavaca Navigation Company Survey, Section 3, Abstract No. 328 and David Talley Survey, Abstract No. 130, continuing at a distance of 3,290.29 feet pass the common lot line between the aforementioned Lots 38 and 47, continuing at a distance of 4,610.32 pass the common lot line between said Lot 47 and the aforementioned Lot 57, and continuing for a total distance of 4,640.32 feet to a point on the south right-of-way line of Sandy Point Road (a.k.a. County Road 53, based on a width of 60-feet) for the southeast corner of the herein described tract;

THENCE, South 87°33'43" West, along the south line of said Sandy Point Road for a distance of 60.00 feet to the southwest corner of the herein described tract;

THENCE, North 02°43'27" West, crossing said Lots 57 and 47 for a distance of 1,350.00 to the common line between said Lots 38 and 47;

THENCE, South 87°33'43" West, along the common lot line between said Lots 38 and 47 for a distance of 30.00 feet to a point for corner;

THENCE, North 02°43'27" West, at a distance of 30.00 feet pass the southeast corner of Reserve "C" of the Final Plat of Bel Grand Estates as recorded in Clerk's File No. 2005027928 in the Brazoria County Clerk's Office and continue for a total distance of 1,436.11 feet to the northeast corner of Lot 3, Block 6 of said Final Plat of Bel Grand Estates;

THENCE, North 87°17'07" East, for a distance of 30.00 feet to a point for corner;

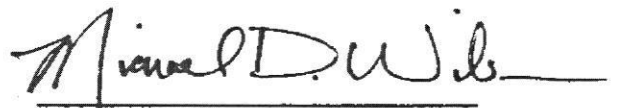
THENCE, North 02°43'27" West, at a distance of 339.82 feet pass the aforementioned Common Survey line and continue for a total distance of 1,853.90 feet to a point in the south line of the aforementioned County Road 62;

THENCE, North 87°25'41" East, along the south line of said County Road 62 for a distance of 60.00 feet to the POINT OF BEGINNING, containing a computed area of 7.381-acres (321,501 square feet).

NOTE:

1. The bearings, distances and grid coordinate shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99987.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, 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.

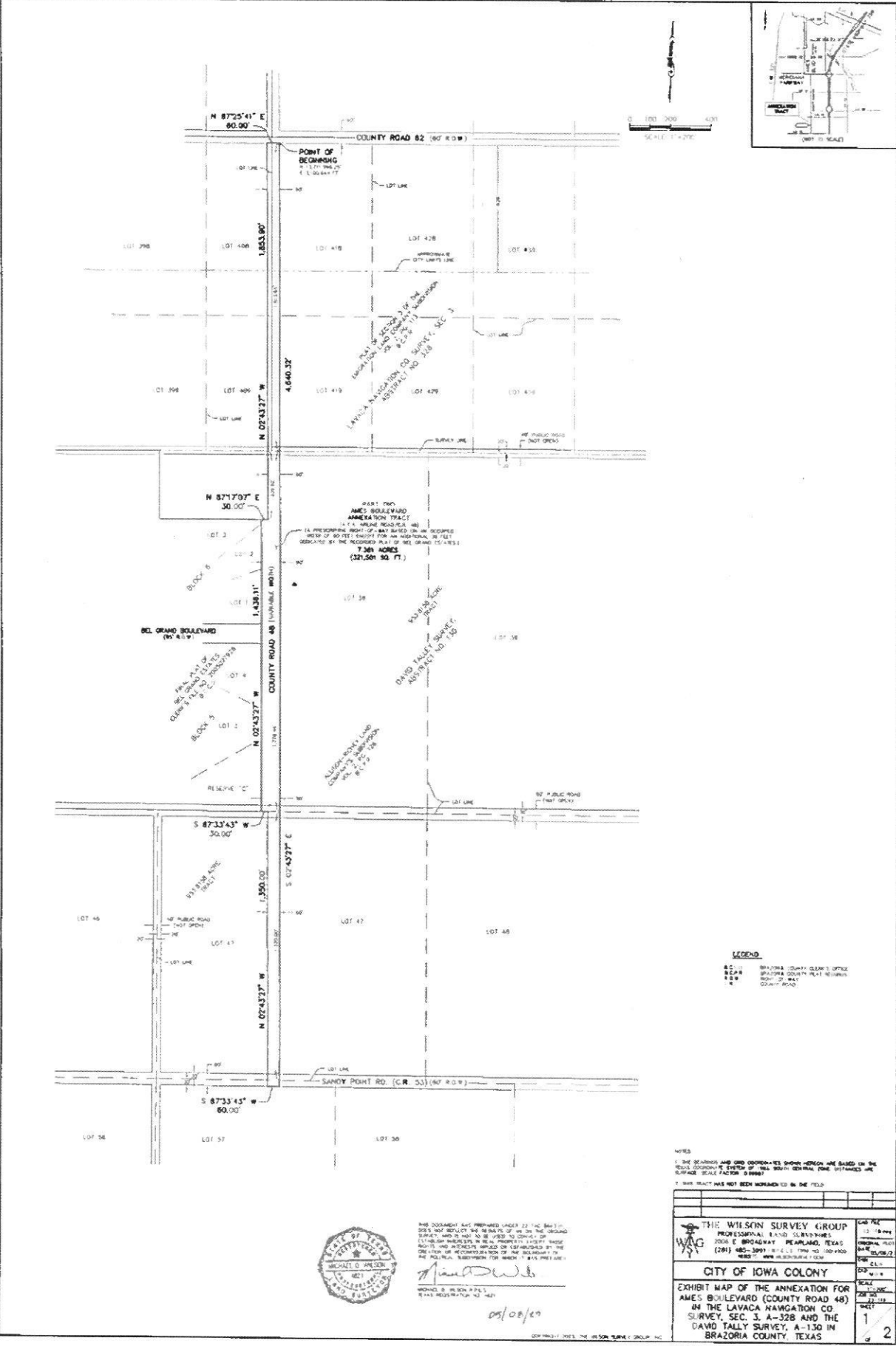
The Wilson Survey Group, Inc.
 2006 East Broadway, Suite 103
 Pearland, Texas 77581
 281-485-3991
 T.B.P.E.L.S. Firm No. 10014900
 Job No. 23-119



Michael D. Wilson, R.P.L.S.
 Registration No 4821

05/08/23





LEGEND
 B.C. BRAZORIA COUNTY CLERK'S OFFICE
 B.C.A.P. BRAZORIA COUNTY PLAT RECORDS
 T.B. TOWN BOOK
 R. ROAD

NOTES
 1. THE BEARINGS AND LONG DISTANCES SHOWN HEREON ARE BASED ON THE 1983 GEODESIC SYSTEM OF THE SOUTH ZONAL ZONE. DISTANCES ARE SURFACE MEASUREMENTS.
 2. THIS TRACT HAS NOT BEEN INCREASED IN THE FIELD.



THIS DOCUMENT WAS PREPARED UNDER THE BEST PRACTICES AND DOES NOT REFLECT THE OPINION OF THE SURVEYOR. THE SURVEYOR'S LIABILITY IS LIMITED TO THE BEST PRACTICES AND DOES NOT EXTEND TO THE DESIGN OR CONSTRUCTION OF THE PROJECT OR TO THE PERFORMANCE OF THE PROJECT BY OTHER PROFESSIONALS.
 MICHAEL D. WILSON
 SURVEYOR
 STATE OF TEXAS
 No. 02102
 08/08/09

THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2008 E. BROADWAY, PEAPLAND, TEXAS (281) 465-3997 • FAX (281) 465-3998 WWW.WILSONSURVEY.COM		CUR. FILE 13-18-09 ORIGINAL FILE # 2008-02-02
CITY OF IOWA COLONY		SCALE 1" = 200' SHEET 1 OF 2
EXHIBIT MAP OF THE ANNEXATION OF AMES BOULEVARD (COUNTY ROAD 48) IN THE LAVACA WANGATON CO SURVEY, SEC. 3, A-328 AND THE DAVID TALLY SURVEY, A-130 IN BRAZORIA COUNTY, TEXAS		



ADICO
CONSULTING ENGINEERS

**IOWA COLONY ANNEXATION
MAY 2023**



**DESCRIPTION OF A TRACT OF LAND CONTAINING
34.000 ACRES (1,481,040 SQUARE FEET) SITUATED
IN THE H. T. & B. RR. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 34.000 acres (1,481,040 square feet), situated in the H. T. & B. RR. Company Survey, Section 49, Abstract 259, Brazoria County, Texas, being all of a tract of land conveyed unto Ley Ouch by deeds recorded under County Clerk's File Nos. 2005001446 and 2005002636 of the Official Records of Brazoria County, Texas. Said 34.000-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the southeast corner of H. T. & B. RR. Company Survey, Section 49, Abstract 259, as recorded in Volume 17, Page 241 of the Plat Records of Brazoria County, Texas, said point being on the east 45.00 feet of County Road 65 (75.00 feet wide);

THENCE North, along the east 45.00 feet of said County Road 65, a distance of 2691.00 feet for the POINT OF BEGINNING and being the southeast corner of said tract herein described,

THENCE West, passing a found 1/2-inch iron rod in the west right-of-way line of said County Road 65 at a distance of 45.00 feet and continue for a total distance of 2640.00 feet to the southwest corner of said tract herein described (from which a found 1/2-inch iron rod bears South 62°49' West, a distance of 1.4 feet);

THENCE North 561.00 feet to the northwest corner of said tract herein described (from which a found 1/2-inch iron rod bears South 50°35' West, a distance of 1.2 feet);

THENCE East, passing a found 1/2-inch iron rod in the west right-of-way line of said County Road 65 at a distance of 2595.00 feet, and continue for a total distance of 2640.00 feet for the northeast corner of said tract herein described;

THENCE South, along the east line of the said 45.00 feet of said County Road 65, a distance of 561.00 feet to the POINT OF BEGINNING and containing 34.000 acres (1,481,040 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated October 17, 2018, job number 10-67524-18



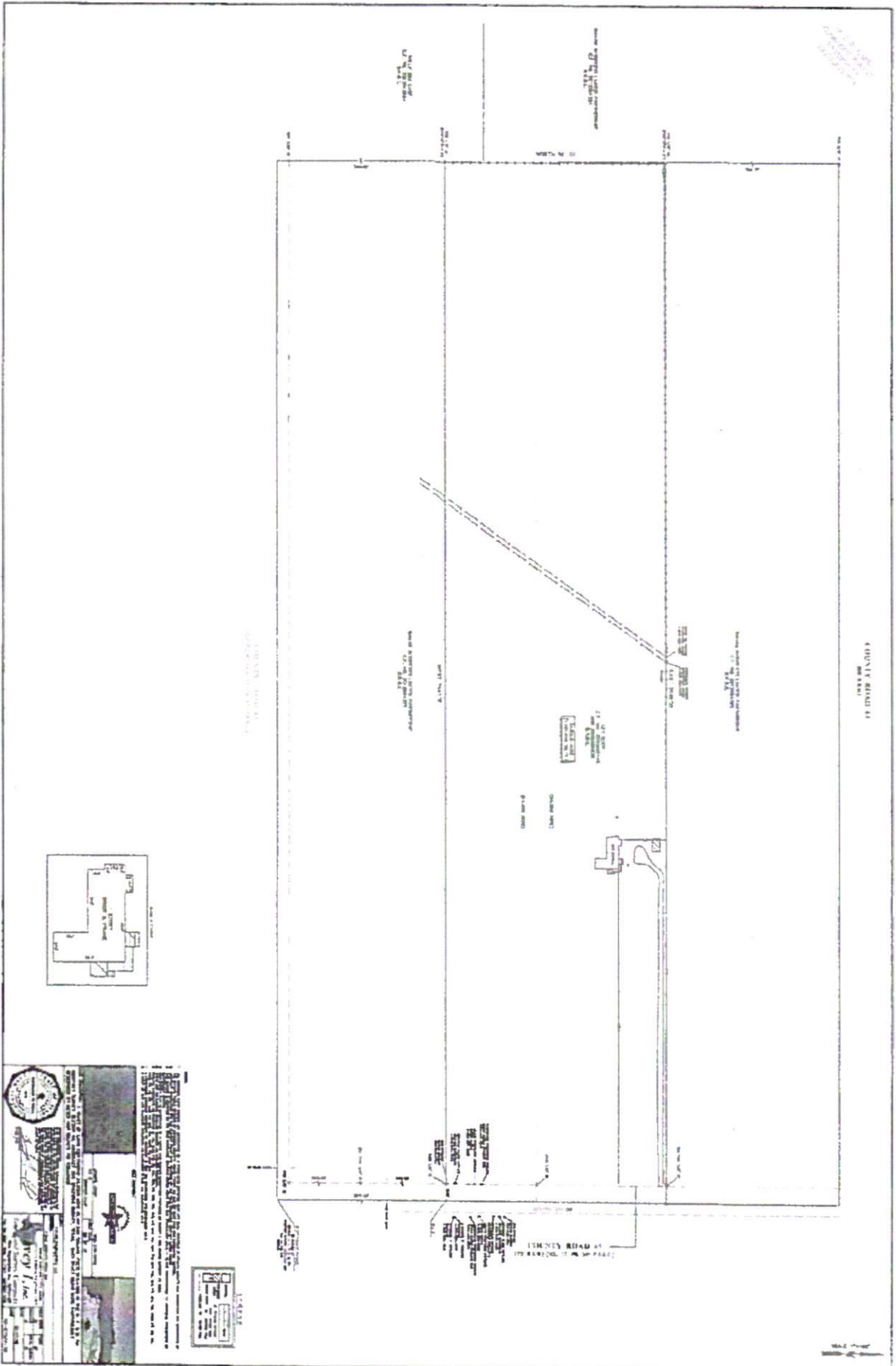


EXHIBIT __, PAGE 1 OF 3 PAGES

County: Brazoria
 Project: Baham 288
 M&B No: 18-031
 CS Job No: 18039

METES AND BOUNDS DESCRIPTION OF 26.000 ACRES

Being a tract of land containing 26.000 acres, located in the H.T. & B. R.R. Co. Survey, Section 49, Abstract 259, in Brazoria County, Texas; Said 26.000 acre tract being all of a called 13.0000 acre tract of land recorded in the name of Baham Interests Limited Partnership in Brazoria County Clerk's File Number (B.C.C.F. No.) 2012054327 (the north 13.0000 acre tract) and all of a called 13.0000 acre tract of land recorded in the name of Baham Interests Limited Partnership in B.C.C.F. No. 2012054326 (the south 13.0000 acre tract); Said 26.000 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING, at a point for the northeast corner of said north 13.0000 acre tract and the southwest corner of a called 14.00 acre tract of land recorded in the name of Ley Ouch in B.C.C.F. No. 2005602363, on the centerline of County Road 65 (width varies);

THENCE, South 02° 40' 17" East with the east lines of said north and south 13.0000 acre tracts and the centerline of said County Road 65, a distance of 429.00 feet to a point for the southeast corner of said south 13.0000 acre tract and the northeast corner of a called 7.000 acre tract of land recorded in the name of Jack O. Baird, III, in B.C.C.F. No. 2016017044;

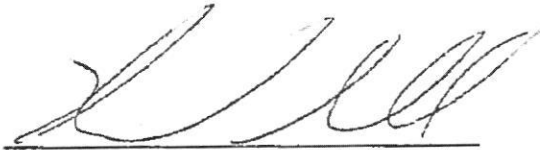
THENCE, South 87° 19' 43" West, with the south line of said south 13.0000 acre tract and the north lines of said 7.000 acre tract, a called 11.6060 acre tract of land recorded in the name of Jerry Dace in B.C.C.F. No. 2012041204, a called 11.6060 acre tract of land recorded in the name of Leroy A. Stevens in B.C.C.F. No. 2012041201, a called 43.230 acre tract of land recorded in the name of Lashonda Naco Petry in B.C.C.F. No. 2017025181, and a called 20.03 acre tract of land recorded in the name of Domingo Salinas in B.C.C.F. No. 1996009986, at a distance of 45.00 feet pass a 3/4-inch iron pipe found on the west Right-of-Way (R.O.W.) line of said County Road 65, continuing in all a distance of 2,640.00 feet to a 5/8-inch iron rod found at the southwest corner of said south 13.0000 acre tract and the northwest corner of said 20.03 acre tract, on the east line of a called 132.1854 acre tract of land recorded in the name of Rally Capital Texas, LLC, in B.C.C.F. No. 2013040084;

EXHIBIT __, PAGE 2 OF 3 PAGES

THENCE, North 02° 40' 17" West, with the west lines of said south and north 13.000 acre tracts and the east line of said 132.1854 acre tract, a distance of 429.00 feet to a 1/2-inch iron rod found at the northwest corner of said north 13.0000 acre tract and the southwest corner of aforesaid 14.00 acre tract;

THENCE, North 87° 19' 43" East, with the north line of said north 13.0000 acre tract and the south line of said 14.00 acre tract, at a distance of 2,595.00 feet pass a 1/2-inch iron rod found on the west R.O.W. line of said County Road 65, continuing in all a distance of 2,640.00 feet the **POINT OF BEGINNING** and containing 26.000 acres of land.

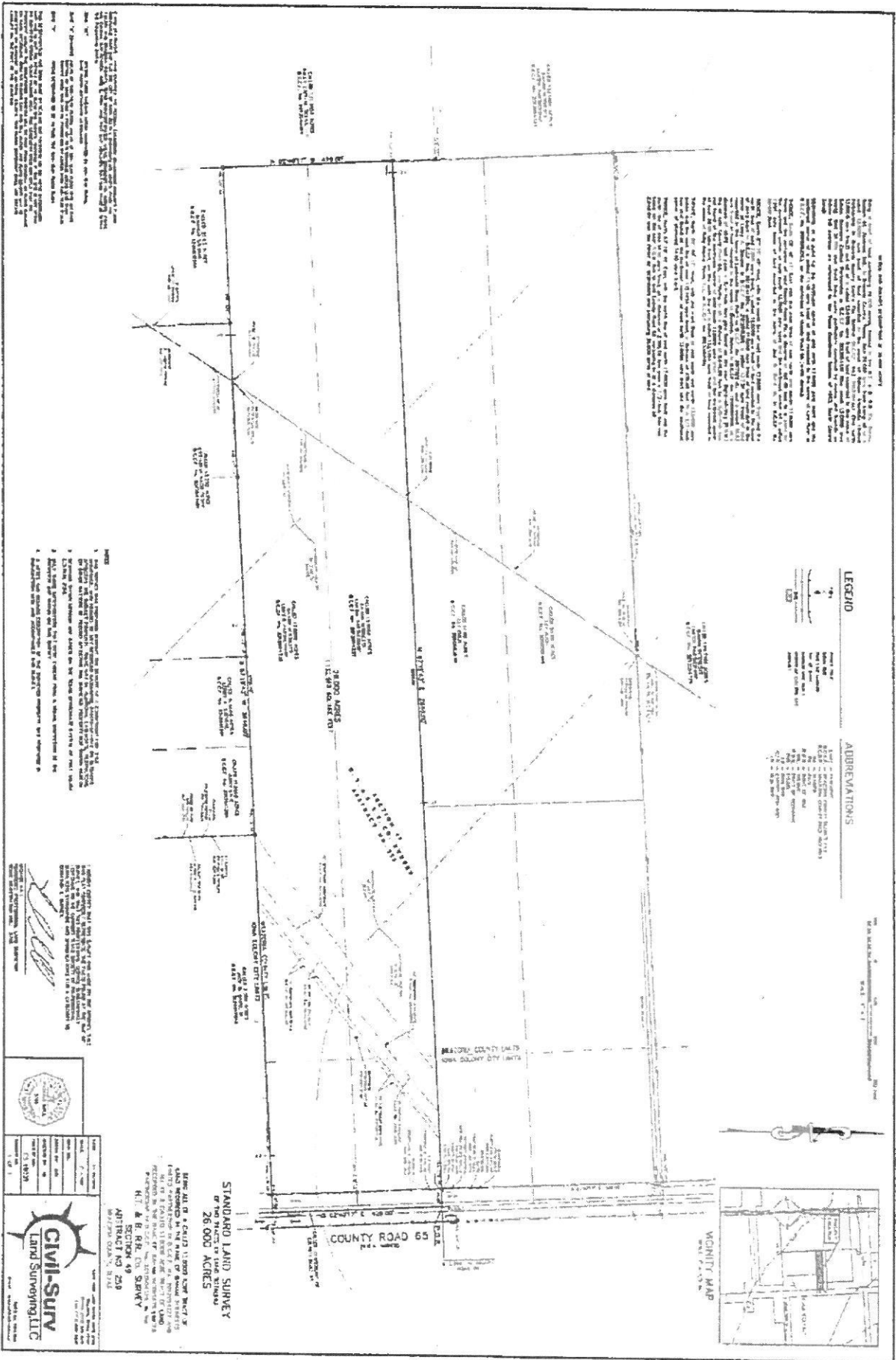
A Standard Land Survey of the herein described tract was prepared in conjunction with and accompanies this description.



Michael Hall, R.P.L.S.
Texas Registration Number 5765



CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
April 10, 2018





**CITY OF
IOWA
COLONY**

**CITY COUNCIL WORKSESSION
MINUTES**

Item 23.

**Monday, April 08, 2024
6:00 PM**

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

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 8th day of April 2024, the City Council of the City of Iowa Colony, Texas, held a Worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

Councilmember McLean Barnett being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER

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

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on the Fiscal Year 2022-23 Annual Audit.
Celina Cereceres with Whitley Penn provided an overview of the City of Iowa Colony's Annual Audit Report.
2. Discussion on the water and wastewater rate study.
Performance Services provided an overview of the water rate study.
3. Discussion on a presentation from ClearChannel Outdoor on digital billboards.
Clear Channel discussed digital billboards.
Mayor Kennedy called for City Council to take a recess at 7:03 P.M.
4. Discussion of city facility being used as polling location.
City Manager; Robert Hemminger provided information regarding polling places in Brazoria County gathered by himself and the City Secretary. The council discussed the options of pop-up tents and signage at City Hall on Election Day.

ADJOURNMENT

The meeting was adjourned at 10:39 P.M.

APPROVED THIS 13TH DAY OF MAY 2024

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





**CITY OF
IOWA
COLONY**

CITY COUNCIL MEETING MINUTES

Item 24.

**Monday, April 08, 2024
7:00 PM**

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

Phone: 281-369-2471

Fax: 281-369-0005

www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 8th day of April 2024, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

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

CALL TO ORDER

Mayor Kennedy called the meeting to order at 7:11 P.M.

INVOCATION

Imam Kasim Ali Khan of Masjid Tawhid prayed aloud.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS

Shelby Crowe; 10414 Kahlo Ct.: She is a local realtor and asked the Council to look at the sign ordinance again. She said there have been citations written for \$500 per citation for open house signs. If the realtors are not allowed to have signs it is difficult to get the traffic flow.

Gretta Williams; 4606 Leicesster Way: She has been a realtor for 25 years. She contacted the Meridiana HOA regarding sign regulations. She was told that she could place open house signs on side streets. A Police Officer came to her open house and told her she had to have a permit. She received six citations totaling about \$3400.

Jay Tipink; is an employee for Highland Homes. They were provided instructions by Mr. Garcia regarding open house signs. He asked what the regulations are so they can make sure they are in compliance.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation declaring Autism Awareness Month

Mayor Kennedy read the Proclamation aloud Proclaiming April as Autism Awareness Month. He presented the Proclamation to Ms. Sarah Chauvin; Director of Special Education with Alvin Independent School District.

2. Proclamation declaring National Public Safety Telecommunicators Week

Mayor Kennedy read the Proclamation aloud declaring National Public Safety Communicator's week. He presented the Proclamation to Police Chief Aaron Bell and Sergeant Allen King as they were accepting the Proclamation on behalf of Kelly Becker.

COUNCIL COMMENTS

Mayor Pro Tem Greene-Scott is happy that we have a full house. She feels it is important to be informed and hear the City Council deliberate.

Councilmember Murray welcomed everyone and stated that local governance matters. If you do not tell the Council that there is an issue they do not know.

Councilmember Hargroder thanked all those in attendance. She mentioned that we are less than 60 days out from hurricane season and reminded everyone that if you do not have flood insurance to consider getting it.

Councilmember Boyce stated that he missed the last council meeting as he was skiing with his family. He thanked the Mayor, Council, and Staff for the support they have lent to him in his short tenor thus far on council. He is honored to step forward into the new term. He thanked those in attendance. He stated that based on the police department report there seems to be an increase in intoxication events. He reminded everyone to be responsible on the roads. He thanked the Police Department for everything they do.

Councilmember Varlack thanked the individuals in the gallery. He also recommended that everyone get flood insurance. He congratulated the staff, especially the finance team on the highest marks on the audit. He is proud of the work that the Iowa Colony staff does. He reminded everyone to be careful in traffic as TXDOT continues working. He was fortunate to travel to see the eclipse.

Mayor Kennedy is honored to serve all and to work with the staff in Iowa Colony.

STAFF REPORTS

City Manager; Robert Hemminger stated that the staff reports were included in the packets. The Iowa Colony Police Department will hold their first pinning ceremony on Friday, April 12, 2024 at 1:00 P.M. in the Iowa Colony City Council Chambers. He also reminded City Council there will be a joint worksession with the Planning and Zoning Commission on Monday, April 22, 2024 at 6:00 P.M. Kendig Keast Collaborative will be providing an overview of updates to the Unified Development Code.

3. Building Official/Fire Marshal Monthly Report
4. Police Department Monthly Report
5. Municipal Court Monthly Report
6. Public Works Monthly Report
7. City Engineer Monthly Report
8. Finance Monthly Reports

ITEMS FOR CONSIDERATION

9. Consideration and possible action on a contract for Planning Services related to the Resilient Communities Program (RCP).

Motion made by Councilmember Hargroder to approve a contract with Public Management for grant application, administration, and planning services for the Resilient Communities Program, Seconded by Councilmember Varlack.

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

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

Motion made by Councilmember Murray to approve an ordinance on first reading establishing the City's Water and Sewer Rate Order, Seconded by Councilmember Hargroder. The City Secretary read the ordinance caption aloud.

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

11. Consideration and possible action on a resolution adopting the Brazoria County Hazard Mitigation Plan 2023.

Motion made by Councilmember Hargroder to approve a resolution adopting the Brazoria County Hazard Mitigation Plan 2023, Seconded by Councilmember Murray.

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

12. Consideration and possible action on an ordinance assigning annexed areas to council districts.

Motion made by Councilmember Varlack to adopt an ordinance on first reading assigning annexed areas into Council Districts, Seconded by Councilmember Hargroder. The City Secretary read the ordinance caption aloud.

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

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

Motion made by Councilmember Hargroder to adopt an ordinance on first reading amending the Truck Route, designating a portion of Karsten Blvd. as No Thru Trucks and reopening the road for public use, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud.

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

CONSENT AGENDA

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

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

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

14. Consider approval of the March 11, 2024, City Council work session minutes.

15. Consider approval of the March 11, 2024 City Council meeting minutes.
16. Consideration and possible action to accept the Annual Report for Fiscal Year 2023.
17. Consideration and possible action on an Interlocal Agreement with Brazoria County for Tax Collection and Assessment Services.
18. Consider acceptance of the Quarterly Investment Report.
19. Consider approval of Sterling Lakes North Section 2 Early Plat - Disbursement No. 4.
20. Consider approval of Sterling Lakes North Section 3 Early Plat - Disbursement No. 1 and Final.
21. Consider approval of the Brazoria County Municipal Utility District No. 57 Water Plant Preliminary Plat.
22. Consider approval of the Sterling Lakes Retail Final Plat.
23. Consider approval of the Creekhaven Section One Preliminary Plat.
24. Consider approval of the Creekhaven Section Two Preliminary Plat.
25. Consider acceptance of Sterling Lakes North Section 6 Storm and Paving Facilities into the One-Year Maintenance Period.
26. Consider acceptance of Sterling Lakes North Section 6 - Water and Sanitary Facilities into the One-Year Maintenance Period.

EXECUTIVE SESSION- 7:59 P.M

Executive session in accordance with 551.071, 551.074, and 551.087 of the Texas Gov't Code to deliberate and consult with attorney on the following:

27. Discuss personnel matters related to City Attorney annual performance appraisal.
28. Discussion on Annual Performance Appraisals for the City Manager and City Attorney.
29. Discussion on Economic Development update

POST EXECUTIVE SESSION- 10:16 P.M

ITEMS FOR CONSIDERATION

30. Consideration and possible action on personnel matters.
 Motion made by Mayor Pro Tem Greene-Scott to accept the performance appraisal for the City Attorney as discussed in executive session, Seconded by Councilmember Varlack.
 Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
31. Consideration and possible action to appoint members to the Iowa Colony Historical Committee.
 Motion made by Councilmember Murray to appoint Carolyn Bowen, Terry Hayes, and Tanzonia Flakes to the Iowa Colony Historical Committee, Seconded by Mayor Pro Tem Greene-Scott.
 Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
32. Consideration and possible action to appoint members to the Teen Advisory Board.
 Motion made by Mayor Kennedy to appoint Sean Siva, Noel Hinton, Courtney Adams, and Christian Reynolds, Seconded by Councilmember Boyce.
 Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy,

ADJOURNMENT

The meeting was adjourned at 10:25 P.M.

APPROVED THIS 13TH DAY OF MAY 2024

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





**CITY OF
IOWA
COLONY**

**CITY COUNCIL WORKSESSION
MINUTES**

Item 25.

**Monday, April 22, 2024
6:00 PM**

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

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 22nd day of April 2024, the City Council of the City of Iowa Colony, Texas, held a Worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

- Mayor Wil Kennedy
- Mayor Pro Tem Marquette Greene-Scott
- Councilmember Arnetta Murray
- Councilmember McLean Barnett
- 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 6:06 P.M.

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Review of progress toward comprehensive UDC (Unified Development Code) updates with Kendig Keast Collaborative.

Ashley Woolsey with Kendig Keast Collaborative presented the Module 2 updates to the UDC. The presentation is attached.

ADJOURNMENT

The meeting was adjourned at 6:35 P.M.

APPROVED THIS 13TH DAY OF MAY 2024



Kayleen Rosser, City Secretary

Wil Kennedy, Mayor

Unified Development Code Module 2

Ashley Woolsey, AICP

Brian Mabry, AICP

Kendig Keast Collaborative

April 22nd, 2024

Brief Recap of Project

Project Team



Ashley Woolsey, AICP
Project Manager



Brian Mabry, AICP
Code Practice Leader and
Deputy Project Manager



Bret Keast, AICP
CEO and Owner



City of Iowa Colony
Officials, Staff, Residents

City of Iowa Colony Project Contacts
Dinh Ho – City Engineer
Robert Hemminger – City Manager
Natasha Brooks – City Attorney
Albert Cantu – Building Official/Fire
Marshal

Kendig Keast

Bret Keast, AICP
CEO and Owner

Ashley Woolsey
Project Manager

Brian Mabry, AICP
Code Practice Leader and
Deputy Project Manager

UDC Timeline

Phase 1: Project Orientation

Staff Coordination
Document Review
Field Reconnaissance



Aug. 2023

Aug.–Sept. 2023



Phase 2: Code Diagnosis

Review City Documents
Annotated Outline
Code Audit

Phase 3: Iterative Drafting

Drafting Ordinance Modules (2)
Joint Presentations to PC & CC for each
Module
Draft Updated Zoning Map



Sept.–April 2024



May–June 2024



Phase 4: Adoption

Public Hearing Draft
Presentations to P&Z / CC
Adopted UDC Delivered Electronically

UDC Drafting Modules

1

General Provisions

Zoning Districts

- Establishment
- Purpose Statements
- Dimensional Standards

Land Uses Table and Standards

- Permitted, Limited, Special Uses
- Accessory and Temporary Uses

Site Development Standards

- Landscaping & Buffering
- Signs
- Parking, Loading, & Stacking

Definitions

2

Subdivision Standards

- Street widths
- Sidewalks
- Utilities
- Improvement Acceptance

Administration

- General Provisions
- Review Bodies
- Review Procedures
- Nonconformities
- Enforcement, Violations, & Penalties

Definitions

Module 2

Module 2 Contents

- Chapter 6 Subdivision Design and Improvements
- Chapter 7 Development Review Bodies
- Chapter 8 Development Review Procedures
- Chapter 9 Nonconformities and Enforcement of UDC
- Chapter 10 Measurements and Word Usage

Chapter 6 Subdivision Design and Improvements

- Outlines standards for street network and design, easements, sidewalks, parkland dedication, etc.
- Describes when platting is required and any exemptions

Key Changes:

- Made a change where the Administrator can approve street names rather than having to be approved by Council
- Removed specific requirements that are already detailed in the Engineering Design Criteria Manual and instead stated compliance with the manual was required for the applicable topic and inserted a linked referenced the manual
- Requiring sidewalks in all subdivisions, not just “large” ones and increased sidewalk minimum width to 6 ft., which is more standard

Essential of Chapter 7 Development Review Bodies

- Describes each administrative, elected, or appointment review body and lists powers and duties related to this UDC
- **Key Changes:**
 - Consolidated all development review bodies to one Chapter
 - Added City Manager
 - Changed when “responsible official” was used to list the specific role or their designee who is responsible

Administrative Review Bodies

- Administrator
- City Engineer
- Building Official
- City Manager
- Floodplain Administrator
- Other City Officials



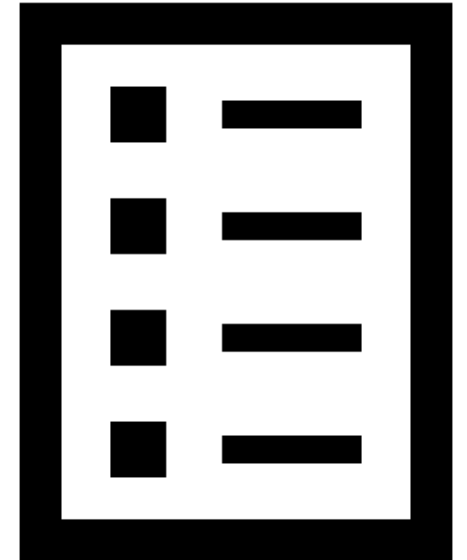
Elected or Appointed Review Bodies

- City Council
- Planning Commission
- Zoning Board of Adjustment



Essentials of Chapter 8 Development Review Procedures

- Universal Review Procedures that are applicable to all the development review procedures covered in the UDC
 - Pre-Submission Conference
 - Application Submission and Fees
 - Completeness Review
 - Staff Review, Distribution, and Report
 - Public Notice, Meetings, and Hearings
 - Timing, contents, and recipients of notice
 - How public hearings are to be conducted
 - Continuances and Withdrawals
 - Recommendation and Decision Making
 - Common review criteria
 - Timelines for decisions on applications
 - Post-Decision Provisions
 - Expiration, Extensions, and Reinstatement
- Each individual procedure has a section with any additional information that is specific to that procedure and not covered in the common review criteria.



Chapter 8 Development Review Procedures

- **Key Changes:**

- Consolidates language regarding processes for review and decisions on all development procedures in one Chapter
- Establishes clear review criteria to facilitate review and final decisions
- Created a Development Review Summary Table
 - Lists applications and provides cross reference
 - Shows timing or when needed
 - Shows expiration time if no action is taken
 - Establishes who makes recommendation and who takes final action
 - Cross-references related standards (for example, Sign Permit points to Sign standards)
- Renaming and/or adding more details to various procedures (e.g. Master Preliminary Plat was changed to Platting Concept Plan to avoid confusion with a Preliminary Plat or Master Development Plan)

Table 8.1.10-1, Development Review Summary						
Key: ♦ = Pre-Development Conference Required Pu = Published Notice Required M = Mailed Notice Required [] = Public Meeting or Hearing Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Development Conference	Public Notice (8.1.6)	Review / Recommendation and Decision	Expiration ¹ (8.1.9)	Cross-Reference to Related Standards
Administrative Improvement Plan and Permit Procedures						
<i>Floodplain Development Permit (Section 8.2.6)</i>	Prior to development activity within any special flood hazard area	--	--	Floodplain Administrator	1 year	Chapter 5, Floodplain and Floodway Development
<i>Sign Permit (Section 8.2.7)</i>	Prior to installing, relocating, or substantially modifying a sign	--	--	Administrator	6 months	Article 4.8, Signage
Site Development Procedures						
<i>Site Development Plan (Section 8.3.1)</i>	Prior to any development of a site unless specifically exempted in this UDC	♦	Pu M	Administrator	2 years	
<i>Master Development Plan (Section 8.3.2)</i>	As part of a PUD Zoning Map Amendment	♦	Pu M	Review/Recommendation: Administrator Final Decision: Planning Commission	2 years	


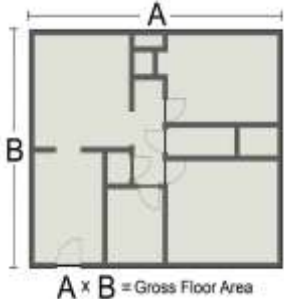
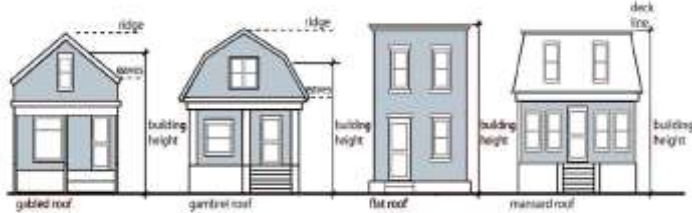
Essentials of Chapter 9 Nonconformities and Enforcement of UDC

- Nonconformities
 - Describes types of nonconformities and outlines under what circumstances one may continue (aka grandfathered in) and what terminates it.
- Enforcement of the UDC
 - Describes what constitutes a violation and outlines the process for enforcement (how owners are notified of violations, timeframe for corrections, which entity can impose which remedies and penalties, etc.)
- **Key Changes:**
 - Consolidates all language regarding nonconformities and enforcement of the UDC and removed duplicative processes from the various documents



Essentials of Chapter 10 Measurements and Word Usage

- Shows how to measure building height, lot area, lot width, sign height, etc.
- Describes how to interpret language used in UDC such as:
 - Meaning of “shall” versus “may”
 - “And” versus “or”
 - Rounding of numbers
 - How to calculate number of “days”
- **Key Changes:**
 - Added methodology for new measurements (e.g. how to measure when a minimum distance is between uses)
 - Included graphics for each measurement

Table 10.1.1-1, Measurements		
Measurement	Methodology	Illustration
Distance/Separation Between Uses	The horizontal distance (measured along the shortest line that can be drawn) from the property line of the lot containing the first subject use to the closest property line of the lot containing the other subject use.	
Gross Floor Area	The total area of all the floors of a building, including basements, intermediately floored tiers, mezzanines, etc., as measured from the exterior surfaces of the outside walls of the building.	
Height	<i>Buildings:</i> The vertical distance from the grade level of that portion of a parcel covered by the building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the ridge of a gable, hip, or gambrel roof. Asymmetrical or dynamic roof forms shall be measured from the grade level to the highest point of the building, as measured with a flat roof.	
	<i>Buildings on Sloped Lots:</i> The height shall be measured as the vertical distance from the average ground level to the topmost point of the roof. The average ground level shall be determined by adding the lowest and highest points at the building wall and dividing by two.	

Next Steps

- Comments on Module 2 due to KKC – May 10th
- Public Review Draft of UDC – Week of May 20th
- Draft Development Guidebook – Week of May 20th |
- Planning and Zoning Public Hearing – June 3rd (Tentative)
- City Council Public Hearing – June 17th or July 15th (Tentative)



Thank You!
Questions or Comments?

Unified Development Code Module 2

Ashley Woolsey, AICP
Brian Mabry, AICP

Kendig Keast Collaborative
April 22nd, 2024

Monday, May 6, 2024

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

Re: Sterling Lakes North Section 1 – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 1617 (WSD), 2277 (Paving)
Adico, LLC Project No. 16007-4-408 (WSD), 16007-4-432 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 1 – Water and Sanitary Facilities. The final inspection was completed on December 5, 2023, with all outstanding punch list items addressed on January 2, 2024.

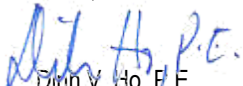
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 1 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 13, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-408, 432

April 3, 2024

Re: Engineer's Certification of Completion
Sterling Lakes North Sec 1

Ladies and Gentlemen:

In accordance with the City of Iowa Colony acceptance process, I, Jordan C. Konesheck, P.E., as Engineer, on behalf of LGI Homes – Texas, LLC (Developer), certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Iowa Colony. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

I have provided (or will provide as noted) the following required items and respectfully request Acceptance of the subject subdivision.

1. Digital Copy (CD) and hard copy of As-Built drawings
2. Engineer's Certification of Completion
3. Fifty Percent (50%) Maintenance

Sincerely,
Pape-Dawson Engineers, Inc.



Jordan C. Konesheck, P.E.
Senior Project Manager



4/3/24

K:\Projects\406\71\10\2-0 Design\2-5 Deliverables\240403 - Acceptance Package to City\Engineer of Record Letter

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 0842170

b. Principal: LGI Homes - Texas, LLC

c. Surety:

Name: Harco National Insurance Company

State Where Surety is Incorporated: Illinois

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and _____

Subdivision involved: Sterling Lakes North Sec 1

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Line, Sanitary Sewer, Drainage, and Paving Improvements

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$4,774,594.25 FOUR MILLION SEVEN HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED NINETY-FOUR & 25/100

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.


5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: January 8, 2024

SURETY: Harco National Insurance Company

PRINCIPAL: LGI Homes - Texas, LLC

By: 
Signature

By: 
Signature

Grace J Gray
Print or Type Signer's Name

Charles Merdian Chief Financial Officer
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

Chief Financial Officer
Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0842170

Item 26.

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 08, 2024

A00757

Irene Martins, Assistant Secretary

390

SHEET INDEX

SHEET DESCRIPTION	SHEET NO.
COVER SHEET	1
CONSTRUCTION NOTES	2
WATER LINE AND SANITARY SEWER PLAN SHEET 1 OF 3	3
WATER LINE AND SANITARY SEWER PLAN SHEET 2 OF 3	4
WATER LINE AND SANITARY SEWER PLAN SHEET 3 OF 3	5
DRAINAGE PLAN SHEET 1 OF 3	6
DRAINAGE PLAN SHEET 2 OF 3	7
DRAINAGE PLAN SHEET 3 OF 3	8
STORM SEWER DESIGN CALCULATIONS SHEET 1 OF 2	9
STORM SEWER DESIGN CALCULATIONS SHEET 2 OF 2	10
PONDING LAYOUT-50 YEAR	11
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GRADING PLAN SHEET 3 OF 3	18
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LOT GRADING CROSS SECTIONS SHEET 2 OF 2	20
P&P - CANTERRA CREEK DRIVE 0+00 TO 8+50	21
P&P - CANTERRA CREEK DRIVE 8+50 TO 17+60	22
P&P - CANTERRA CREEK DRIVE 17+60 TO 23+60	23
P&P - CANTERRA CREEK DRIVE 23+60 TO 28+50	24
P&P - OUTFALLS A & H	25
P&P - GREY GRANITE DRIVE AND OFFSITE FORCEMAIN	26
P&P - NEW JADE DRIVE 0+00 TO 5+50	27
P&P - NEW JADE DRIVE 5+50 TO 10+89	28
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P&P - MYSTERY STONE DRIVE	30
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STERLING LAKES NORTH SEC 1

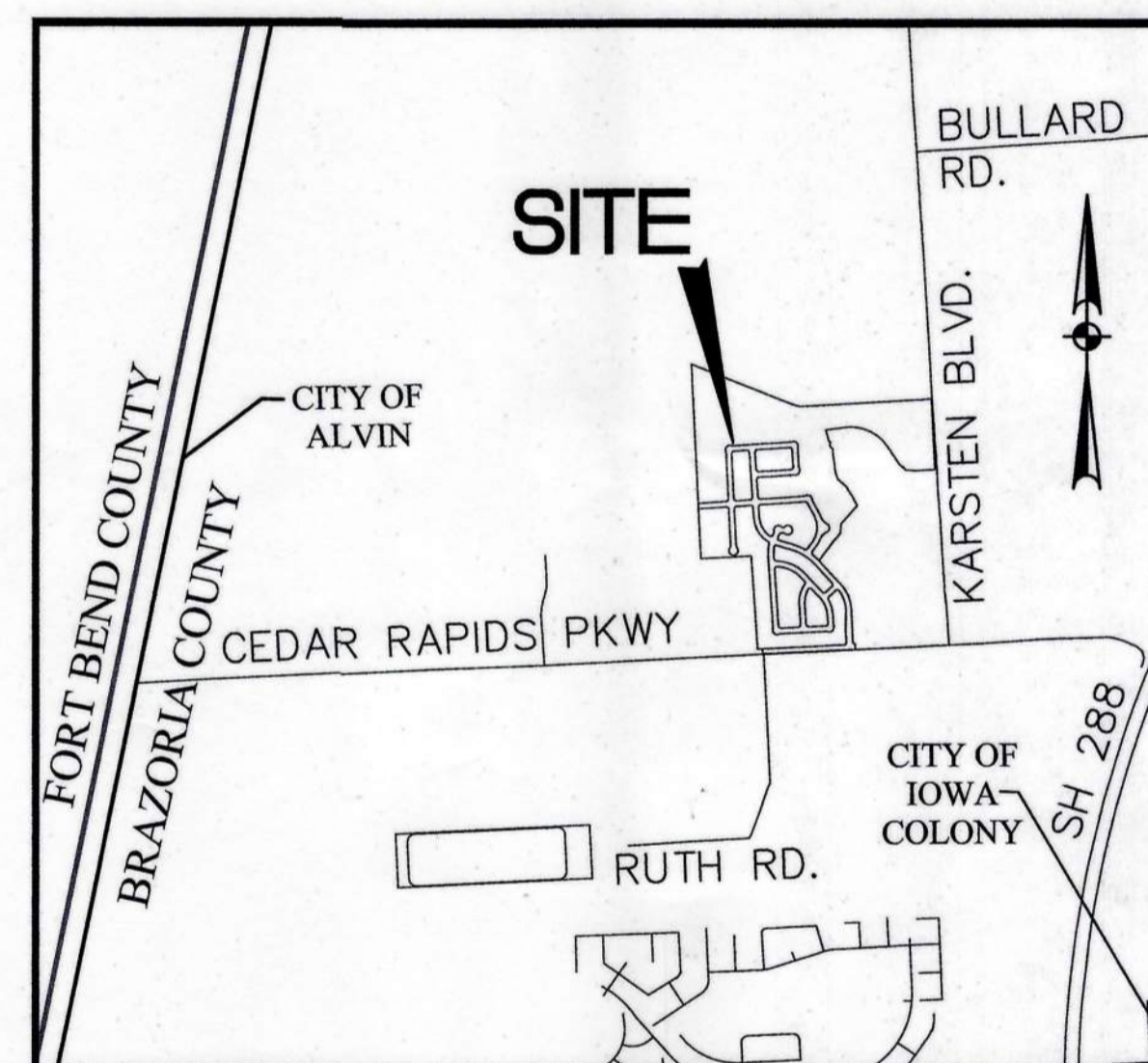
CITY OF IOWA COLONY, TEXAS

WATER, SANITARY SEWER, DRAINAGE, AND PAVING FACILITIES

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5;
CITY OF IOWA COLONY
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31;
BRAZORIA COUNTY, TEXAS

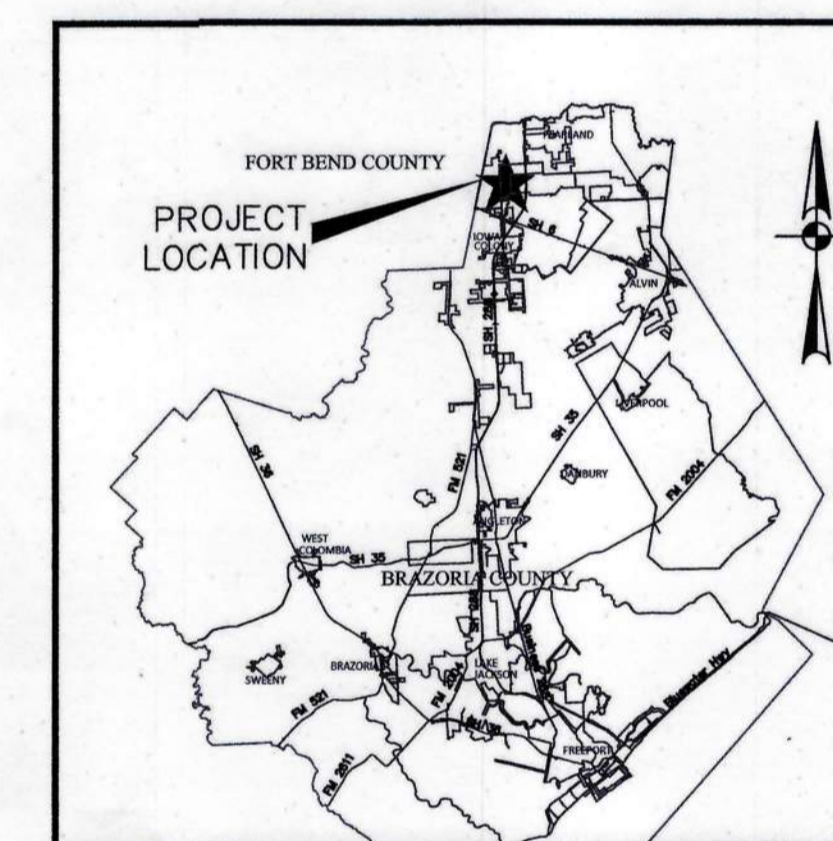
RECORD DRAWINGS

This project is constructed in general conformance with these plans and elevations on these drawings represent what was constructed within engineering tolerances



LOCATION MAP

SCALE: 1" = 2000'
MAP REF: KEY MAP 691H
BCAD MAP: 289
ZIP CODE: 77583



VICINITY MAP

NOT-TO-SCALE

PREPARED FOR:

LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY
JACK LIPAR - EXECUTIVE VICE PRESIDENT
1450 LAKE ROBBINS DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380
TEL. 281.362.8998
MAY 2022

FIRM FLOOD INSURANCE RATE MAP
BRAZORIA COUNTY FIRM COMMUNITY
MAP 48039C0105H PANEL 105 OF 850,
DATED JUNE 5, 1989,
BASE FLOOD ELEVATION = 53.00

BENCH MARK REFERENCE

- THESE PLANS AND THE SURVEYS UPON WHICH THEY ARE BASED ARE TIED INTO THE NATIONAL GEODETIC SURVEY BENCHMARKS. THE BENCHMARKS USED FOR THE TIES ARE NOTED ON THE PLANS.
- WHERE NEW CONSTRUCTION WILL DAMAGE, DESTROY, OR ALTER AN EXISTING SURVEY MARKER, CONTRACTOR TO INSTALL A SURVEY MARKER RESURVEYED TO CITY SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER.



HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10950 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400
T&PE FIRM REGISTRATION #470 | T&PLS FIRM REGISTRATION #10192974

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
OR STOP CALL
Texas One Call System
1-800-245-4545

THE STERLING LAKES NORTH DRAINAGE
IMPACT ANALYSIS WAS APPROVED BY
BCDD5 ON OCTOBER 11, 2021.



CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER - CONSTRUCTION@BRAZORIA-COUNTY.COM, 48 HOURS BEFORE COMMENCING WORK.

PLAN APPROVAL IS VALID FOR ONE YEAR FROM DATE OF SIGNATURES.

[Signature] 05/26/2022
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31 ENGINEER SIGNATURE
VALID FOR ONE (1) YEAR

COMMISSIONER'S SIGNATURE FOR FINAL APPROVAL:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
BCDD5 REFERENCE ID # B200051

[Signature] 7/11/22
LEE WALDEN, P.E. DATE
PRESIDENT

[Signature] 7/11/22
KERRY T. OSBURN DATE
VICE PRESIDENT

[Signature] 7/11/22
BRANDON MIDDLETON DATE
SECRETARY/TREASURER

[Signature] 7/11/22
JARROD ADEN DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

CITY OF IOWA COLONY

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

[Signature] 08312022
MICHAEL BYRUM BRATSEN, MAYOR DATE

[Signature] 08312022
DINH HO, P.E., CITY ENGINEER DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Monday, May 6, 2024

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

Re: Sterling Lakes North Section 1 – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2498 (WSD), 2277 (Paving)
Adico, LLC Project No. 16007-4- 408 (WSD), 16007-4-432 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 1 – Storm and Paving Facilities. The final inspection was completed on December 5, 2023, with all outstanding punch list items addressed on January 2, 2024.

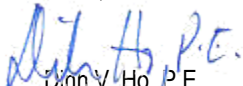
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 1 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 13, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-408, 432

April 3, 2024

Re: Engineer's Certification of Completion
Sterling Lakes North Sec 1

Ladies and Gentlemen:

In accordance with the City of Iowa Colony acceptance process, I, Jordan C. Konesheck, P.E., as Engineer, on behalf of LGI Homes – Texas, LLC (Developer), certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Iowa Colony. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

I have provided (or will provide as noted) the following required items and respectfully request Acceptance of the subject subdivision.

1. Digital Copy (CD) and hard copy of As-Built drawings
2. Engineer's Certification of Completion
3. Fifty Percent (50%) Maintenance

Sincerely,
Pape-Dawson Engineers, Inc.

Jordan C. Konesheck, P.E.
Senior Project Manager



4/3/24

K:\Projects\406\71\10\2-0 Design\2-5 Deliverables\240403 - Acceptance Package to City\Engineer of Record Letter

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 0842170

b. Principal: LGI Homes - Texas, LLC

c. Surety:

Name: Harco National Insurance Company

State Where Surety is Incorporated: Illinois

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and _____

Subdivision involved: Sterling Lakes North Sec 1

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Line, Sanitary Sewer, Drainage, and Paving Improvements

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$4,774,594.25 FOUR MILLION SEVEN HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED NINETY-FOUR & 25/100

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: January 8, 2024

SURETY: Harco National Insurance Company

PRINCIPAL: LGI Homes - Texas, LLC

By: 
Signature

By: 
Signature

Grace J Gray
Print or Type Signer's Name

Charles Merdian Chief Financial Officer
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

Chief Financial Officer
Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0842170

Item 27.

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 08, 2024

A00757

Irene Martins, Assistant Secretary

396

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STERLING LAKES NORTH SEC 1

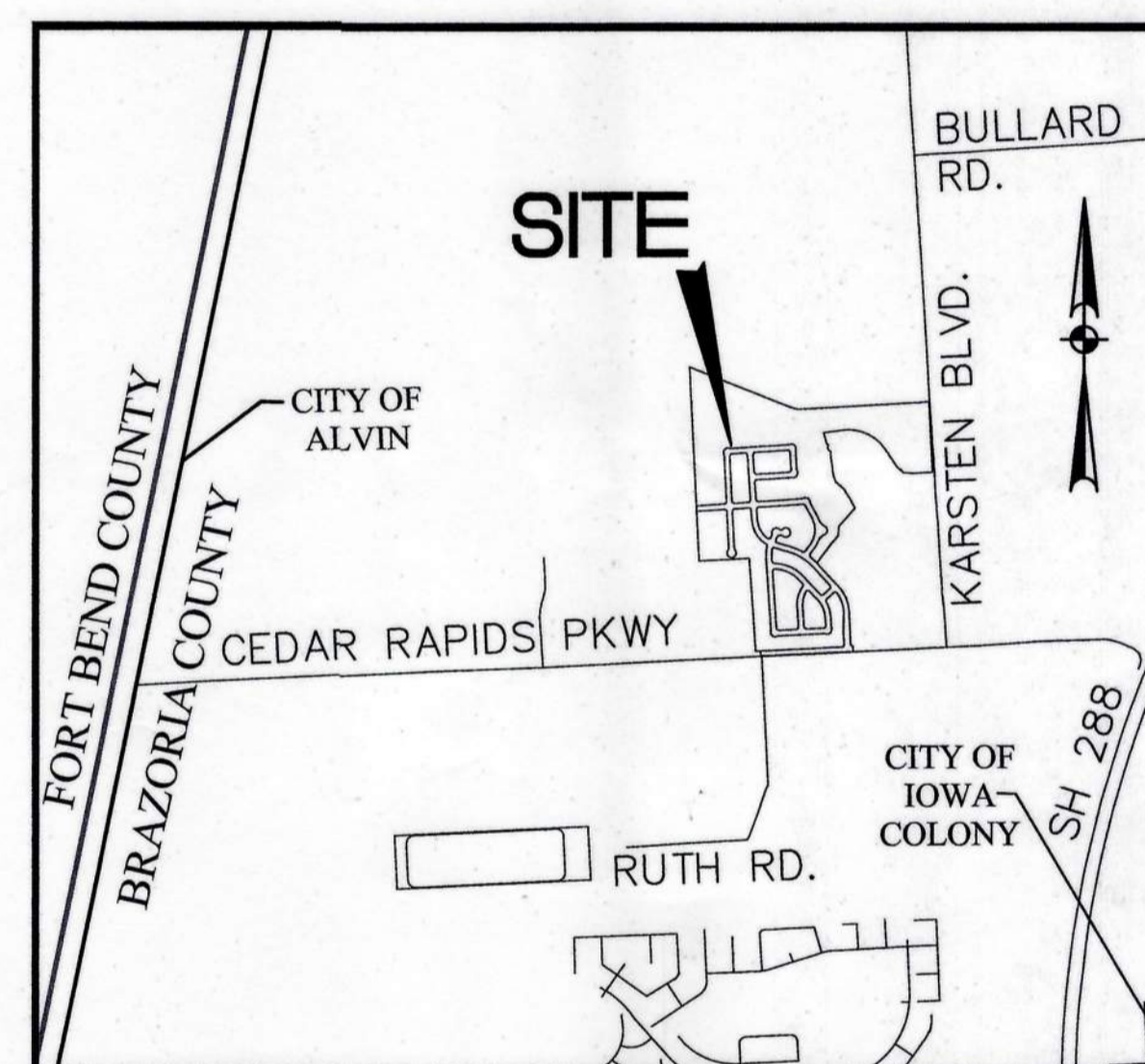
CITY OF IOWA COLONY, TEXAS

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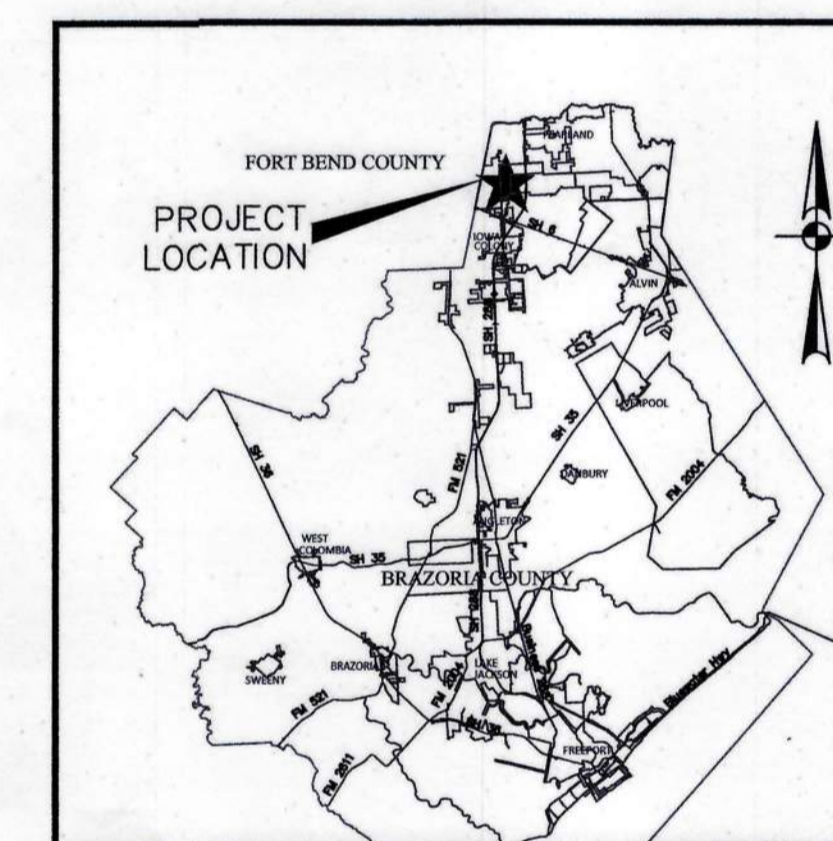
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LOCATION MAP

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MAP REF: KEY MAP 691H
BCAD MAP: 289
ZIP CODE: 77583



VICINITY MAP

NOT-TO-SCALE

PREPARED FOR:

LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY
JACK LIPAR - EXECUTIVE VICE PRESIDENT
1450 LAKE ROBBINS DRIVE, SUITE 430
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TEL. 281.362.8998
MAY 2022

FIRM FLOOD INSURANCE RATE MAP
BRAZORIA COUNTY FIRM COMMUNITY
MAP 48039C0105H PANEL 105 OF 850,
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PLAN APPROVAL IS VALID FOR ONE YEAR FROM DATE OF SIGNATURES.

[Signature] 05/26/2022
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31 ENGINEER SIGNATURE
VALID FOR ONE (1) YEAR

COMMISSIONER'S SIGNATURE FOR FINAL APPROVAL:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
BCDD5 REFERENCE ID # B200051

[Signature] 7/11/22
LEE WALDEN, P.E. DATE
PRESIDENT

[Signature] 7/11/22
KERRY T. OSBURN DATE
VICE PRESIDENT

NOTE: PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

CITY OF IOWA COLONY

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

[Signature] 08312022
MICHAEL BYRUM BRATSEN, MAYOR DATE

[Signature] 08312022
DINH HO, P.E., CITY ENGINEER DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Thursday, May 2, 2024

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

Re: Sterling Lakes North Section 1 Early Plat Disbursement No. 1 – April 2024
Brazoria County Municipal Utility District No. 31
LGI Homes – Texas LLC.
Letter of Recommendation to Approve
Adico Project No. 21001-026

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has received Disbursement Request No. 1 from LGI Homes – Texas LLC for the Sterling Lakes North Section 1 Early Plat Recordation Agreement.

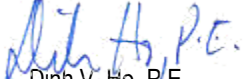
Pape- Dawson Engineers has provided approved pay applications and supporting documents for our review. Below is a brief overview of the request.

ESCROW AMOUNT:						\$	348,934.64
CONTINGENCY @ 10%						\$	34,893.46
TOTAL ESCROW AND CONTINGENCY DEPOSIT						\$	383,828.10
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow	
DISBURSEMENT REQUEST NO. 1 APRIL 2024	Apr-24	\$ 225,549.10			\$ 225,549.10	\$ 158,279.01	
TOTALS		\$ 225,549.10			\$ 225,549.10	\$ 158,279.01	

Based on our review of the documentation provided, Adico has no objection to Disbursement Request No. 1 to LGI Homes – Texas LLC in the amount of \$158,279.01. After Disbursement No. 1, the remaining balance of the cash deposit is \$158,279.01.

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

Sincerely,
Adico, LLC



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

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



April 3, 2024

Dinh V. Ho, P.E.
Adico Consulting Engineers
On behalf of the City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

Re: LGI Homes - Texas, LLC
Escrow Disbursement
Sterling Lakes North Sec 1 – Draw #1 – May 2024

Dear Mr. Ho,

Please find enclosed a worksheet for disbursement for a portion of our cash deposit.

Clearwater Utilities, Inc.	\$137,780.24	Sterling Lakes North Sec 1 WSD
Clearpave, LLC	\$87,768.86	Sterling Lakes North Sec 1 PAV
<u>5J Services, LLC</u>	<u>\$0.00</u>	Sterling Lakes North Sec 1 Lift Station
Total	\$225,549.10	

Please review the enclosed and if in agreement, recommend the City to reimburse LGI Homes – Texas, LLC in the amount of \$225,549.10 of our escrowed funds.

Sincerely,

Landon Hopper
Land Development Manager
LGI Homes – Texas LLC



**ESCROW SUMMARY FOR ALL PROJECTS SERVING
STERLING LAKES NORTH SEC 1
April 3, 2024**

ORIGINAL ESCROW SUMMARY									May 2024 DRAW REQUEST				
Construction Contract	Contractor	Contract Amount (A)	Change Orders / Revenue Adjustments (B)	Revised Contract Amount (A + B)	PE No. 1-7	Escrowed Amount	10% Contingency	Total Escrow	Total Refund to Date	May Draw Request	May Contingency Refund	May Refund	Remaining Escrow Balance
2. Sterling Lakes North Sec 1 PAV	Clearpave, LLC	\$ 3,989,494.00	\$ 10,100.00	\$ 3,999,594.00	\$ -	\$ 79,789.88	\$ 7,978.98	\$ 87,768.86	\$ -	\$ 87,768.86	\$ -	\$ 87,768.86	\$ -
3. Sterling Lakes North Lift Station	5J Services, LLC	\$ 1,357,000.00	\$ -	\$ 1,357,000.00	\$ 1,213,110.00	\$ 143,890.00	\$ 14,389.00	\$ 158,279.00	\$ -	\$ -	\$ -	\$ -	\$ 158,279.00
Total Construction Remaining at Escrow:						\$ 348,934.64							
Refundable Escrow Contingency (10%):						\$ 34,893.46	34,893.46	383,828.10					
Total Anticipated Escrow Requirement:						\$ 383,828.10							
Total									\$ -	\$ 225,549.10	\$ -	\$ 225,549.10	\$ 158,279.00

Thursday, May 2, 2024

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

Re: Sterling Lakes North Section 2 Early Plat Agreement
Brazoria County Municipal Utility District No. 31
Letter of Recommendation to Approve Disbursement Request No. 5, April 2024
Adico Project No. 21001-027

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 5 from Astro Sterling Lakes North, LP for the Sterling Lakes North Section 2 Early Plat Recordation Agreement.

Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

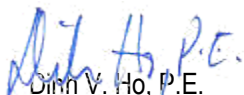
ESCROW AMOUNT:							\$	1,544,533.90
CONTINGENCY @ 10%							\$	154,453.39
TOTAL ESCROW AND CONTINGENCY DEPOSIT							\$	1,698,987.29
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow		
DISBURSEMENT REQUEST NO. 1 - NOV 2023	November-23	\$ 110,166.30	\$ 11,016.63		\$ 121,182.93	\$ 1,577,804.36		
DISBURSEMENT REQUEST NO. 2 - DEC 2023	December-23	\$ 429,588.86	\$ 42,958.89		\$ 472,547.75	\$ 1,105,256.61		
DISBURSEMENT REQUEST NO. 3 - FEB 2024	January-24	\$ 182,519.46	\$ 18,251.95	\$ 6.00	\$ 200,771.41	\$ 904,479.21		
DISBURSEMENT REQUEST NO. 4 - MAR 2024	Mar-24	\$ 304,850.43	\$ 179,578.54		\$ 484,428.97	\$ 420,050.24		
DISBURSEMENT REQUEST NO. 5 - APRIL 2024	Apr-24	\$ 29,726.45	\$ 2,972.65	\$ (6.00)	\$ 32,693.10	\$ 387,357.14		
TOTALS		\$ 1,056,851.50	\$ 254,778.65	\$ -	\$ 1,311,630.15	\$ 387,357.14		

** Change order consists of an overage of wire transfer of \$6.00. of the February Disbursement Request.

Based on our review of the documentation provided, Adico has no objection to Disbursement Request No. 5 to Astro Sterling Lakes North, LP in the amount of \$32,693.10. After Disbursement No. 5, the remaining balance of the cash deposit is \$387,357.14.

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

Sincerely,
Adico, LLC


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

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

Astro Sterling Lakes North, LP

April 30, 2024

Dinh V. Ho, P.E.
Principal
Adico Consulting Engineers
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

RE: Astro Sterling Lakes North, LP
Construction and Escrow Agreement-Disbursement
Sterling Lakes North Sec. 2 Draw #5 - May

Dear Dinh:

Please find enclosed a worksheet for disbursement for our cash deposit and copies of the invoices to pay the following vendor(s):

Dimas Bros.	\$	0.00	Sterling Lakes North Sec 2 WSD
Rodriguez Construction Group	\$	0.00	Sterling Lakes North Sec 2 PAV
Rodriguez Construction Group	\$	(6.00)	Karsten Blvd & Bullard Pkwy Ph1
Principal Services, Ltd.	\$	29,726.45	Cedar Rapids Pkwy Ph II
5 J Services	\$	0.00	Sterling Lakes North Lift Station
May Contingency Refund	\$	<u>2,972.65</u>	
 Total	\$	 32,693.10	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sterling Lakes North, LP the amount of \$32,693.10 of our escrowed funds, which includes an adjustment of \$6.00 that was wired in error. Wiring instructions are attached for your convenience.

Sincerely,



Brian Stidham, Authorized Signatory



ESCROW SUMMARY FOR ALL PROJECTS SERVING
STERLING LAKES NORTH SEC 2

April 15, 2024

ORIGINAL ESCROW SUMMARY					10% Contingency	Total Escrow	Total Refund to Date	May Draw Request	May Contingency Refund	May Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	May Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance	
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)											Escrowed Amount
1. Sterling Lakes North Sec 2 WSD	Dimas Bros.	\$ 1,497,000.00	\$ (8,000.00)	\$ 1,489,000.00	\$ 205,009.38	\$ 20,500.94	\$ 225,510.32	\$ (225,510.32)	\$ -	\$ -	\$ -	\$ (0.00)	\$ -	\$ (0.00)	
2. Sterling Lakes North Sec 2 PAV	Rodriguez Const.	\$ 1,112,800.00	\$ -	\$ 1,112,800.00	\$ 198,483.83	\$ 19,848.38	\$ 218,332.21	\$ (218,332.21)	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00	
3. Karsten Blvd & Bullard Pkwy Ph 1 (Ph1)	Rodriguez Const.	\$ 1,202,271.02	\$ -	\$ 1,202,271.02	\$ 50,547.07	\$ 5,054.71	\$ 55,601.78	\$ (55,601.78)	\$ -	\$ -	\$ -	\$ (6.00)	\$ 6.00	\$ (0.00)	
4. Cedar Rapids Pkwy Ph II	Principal Services	\$ 1,365,285.63	\$ -	\$ 1,365,285.63	\$ 946,603.62	\$ 94,660.36	\$ 1,041,263.98	\$ (779,486.74)	\$ (29,726.45)	\$ (2,972.65)	\$ (32,699.10)	\$ 229,078.15	\$ -	\$ (32,699.10)	
5. Sterling Lakes North Lift Station	SJ Services	\$ 1,357,000.00	\$ -	\$ 1,357,000.00	\$ 143,890.00	\$ 14,389.00	\$ 158,279.00	\$ -	\$ -	\$ -	\$ -	\$ 158,279.00	\$ -	\$ -	
					\$ 1,544,533.90	\$ 154,453.39	\$ 1,698,987.29	\$ (1,278,937.05)	\$ (29,726.45)	\$ (2,972.65)	\$ (32,699.10)	\$ 387,351.14	\$ -	\$ (32,693.10)	\$ 387,357.14
							\$ 420,050.24								

Thursday, May 2, 2024

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

Re: Sterling Lakes North Section 4 Early Plat – Disbursement Request No. 1
Brazoria County Municipal Utility District No. 31
Astro Sterling Lakes North, L.P.
Letter of Recommendation to Approve
Adico Project No. 21001-030

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 1 from Astro Sterling Lakes North, LP for the Sterling Lakes North Section 4 Early Plat Recordation Agreement.

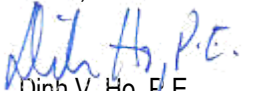
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:						\$	964,918.64
CONTINGENCY @ 10%						\$	96,491.86
TOTAL ESCROW AND CONTINGENCY DEPOSIT						\$	1,061,410.50
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow	
DISBURSEMENT REQUEST NO. 1 - APRIL 2024	Apr-24	\$ 230,715.00	\$ 23,071.50		\$ 253,786.50	\$ 807,624.00	
TOTALS		\$ 230,715.00	\$ 23,071.50		\$ 253,786.50	\$ 807,624.00	

Based on our review of the documentation provided, Adico has no objection to Disbursement Request No. 1 to Astro Sterling Lakes North, LP in the amount of \$253,786.50. After Disbursement No. 1, the remaining balance of the cash deposit is \$807,624.00.

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

Sincerely,
Adico, LLC



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

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

Astro Sterling Lakes North, LP

April 15, 2024

Dinh V. Ho, P.E.
Principal
Adico Consulting Engineers
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

RE: Astro Sterling Lakes North, LP
Construction and Escrow Agreement-Disbursement
Sterling Lakes North Sec. 4 Draw #1 - May

Dear Dinh:

Please find enclosed a worksheet for disbursement for our cash deposit and copies of the invoices to pay the following vendor(s):

5J Services	\$ 230,715.00	Sanitary Sewer Lift Station No. 2
Rodriguez Construction Group	\$ 0.00	8" Offsite Force Main
May Contingency Refund	<u>\$ 23,071.50</u>	
 Total	 \$ 253,786.50	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sterling Lakes North, LP the amount of \$253,786.50 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,



Brian Stidham, Authorized Signatory



ESCROW SUMMARY FOR ALL PROJECTS SERVING
STERLING LAKES NORTH SEC 4
April 15, 2024

ORIGINAL ESCROW SUMMARY															
<u>Construction Contract</u>	<u>Contractor</u>	<u>Contract Amount</u> (A)	<u>Change Orders</u> (B)	<u>Revised Contract</u> Amount (A + B)	<u>Escrowed Amount</u>	<u>10% Contingency</u>	<u>Total Escrow</u>	<u>Total Refund to Date</u>	<u>May Draw Request</u>	<u>May Contingency Refund</u>	<u>May Refund</u>	<u>Remaining Escrow Balance</u>	<u>Deduction of Change Order Not Escrowed</u>	<u>May Refund (Net of Required Cash Deposit For CO)</u>	<u>Remaining Escrow Balance</u>
1. Sanitary Sewer Lift Station No. 2	5J Services	\$ 771,600.00	\$ -	\$ 771,600.00	\$ 771,600.00	\$ 77,160.00	\$ 848,760.00	\$ -	\$ (230,715.00)	\$ (23,071.50)	\$ (253,786.50)	\$ 594,973.50	\$ -	\$ (253,786.50)	\$ 594,973.50
2. 8" Offsite Force Main	Rodriguez	\$ 415,001.54	\$ (94,092.90)	\$ 320,908.64	\$ 193,318.64	\$ 19,331.86	\$ 212,650.50	\$ -	\$ -	\$ -	\$ -	\$ 212,650.50	\$ -	\$ -	\$ 212,650.50
					\$ 964,918.64	\$ 96,491.86	\$ 1,061,410.50	\$ -	\$ (230,715.00)	\$ (23,071.50)	\$ (253,786.50)	\$ 807,624.00	\$ -	\$ (253,786.50)	\$ 807,624.00
								\$ 1,061,410.50							

Tuesday, April 30, 2024

Darrel Heidrich
Baker & Lawson, Inc.
4005 Technology Dr., Ste. 1530
Angleton, TX 77515
dheidrich@bakerlawson.com

Re: Replat of a Portion of Lot 64 of the Emigration Land Company Subdivision
Letter of Recommendation to Approve
COIC Project No. 3854
Adico, LLC Project No. 16007-2-362

Dear Mr. Heidrich:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of "Replat of a Portion of Lot 64 of the Emigration Land Company Subdivision", received on or about April 30, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on April 30, 2024. Please provide two (2) sets of signed mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 1, 2024, for consideration at the May 7, 2024, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-362

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

I DAVID JOHNS, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT BEING A REPLAT OF A PORTION OF LOT 64, EMIGRATION LAND COMPANY SUBDIVISION, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 3 LOTS, BEING A SUBDIVISION OF 8.903 ACRES IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND MYSELF, MY HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____.

DAVID JOHNS

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DAVID JOHNS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

CITY COUNCIL APPROVALS

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT BEING A REPLAT OF A PORTION OF LOT 64, EMIGRATION LAND COMPANY SUBDIVISION, WAS APPROVED

THIS THE _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS.

WILL KENNEDY, MAYOR McLEAN BARNETT, COUNCIL POSITION 1

ARNETTA HICKS-MURRAY, COUNCIL POSITION 2 MARQUETTE GREEN-SCOTT, COUNCIL POSITION 3

TIMOTHY VARLACK, COUNCIL DISTRICT A KAREEM BOYCE, COUNCIL DISTRICT B

SYDNEY HARGRODER, COUNCIL DISTRICT C

DINH HO, P.E., CITY ENGINEER

PLANNING AND ZONING COMMISSION APPROVALS

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT BEING A REPLAT OF A PORTION OF LOT 64, EMIGRATION LAND COMPANY SUBDIVISION, WAS APPROVED

THIS THE _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS.

DAVID HURST, CHAIRMAN ROBERT WALL, MEMBER

LES HOSEY, MEMBER BRENDA DILLON, MEMBER

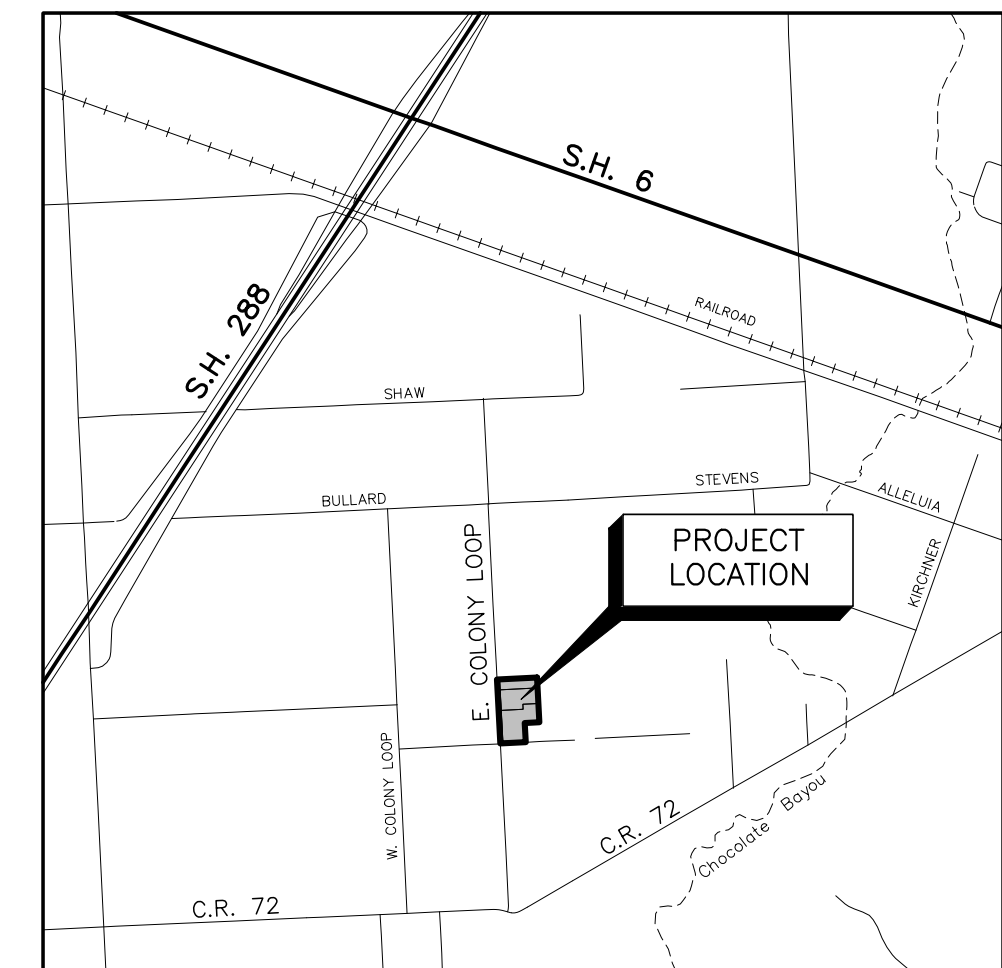
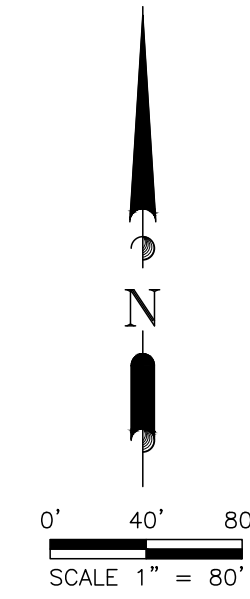
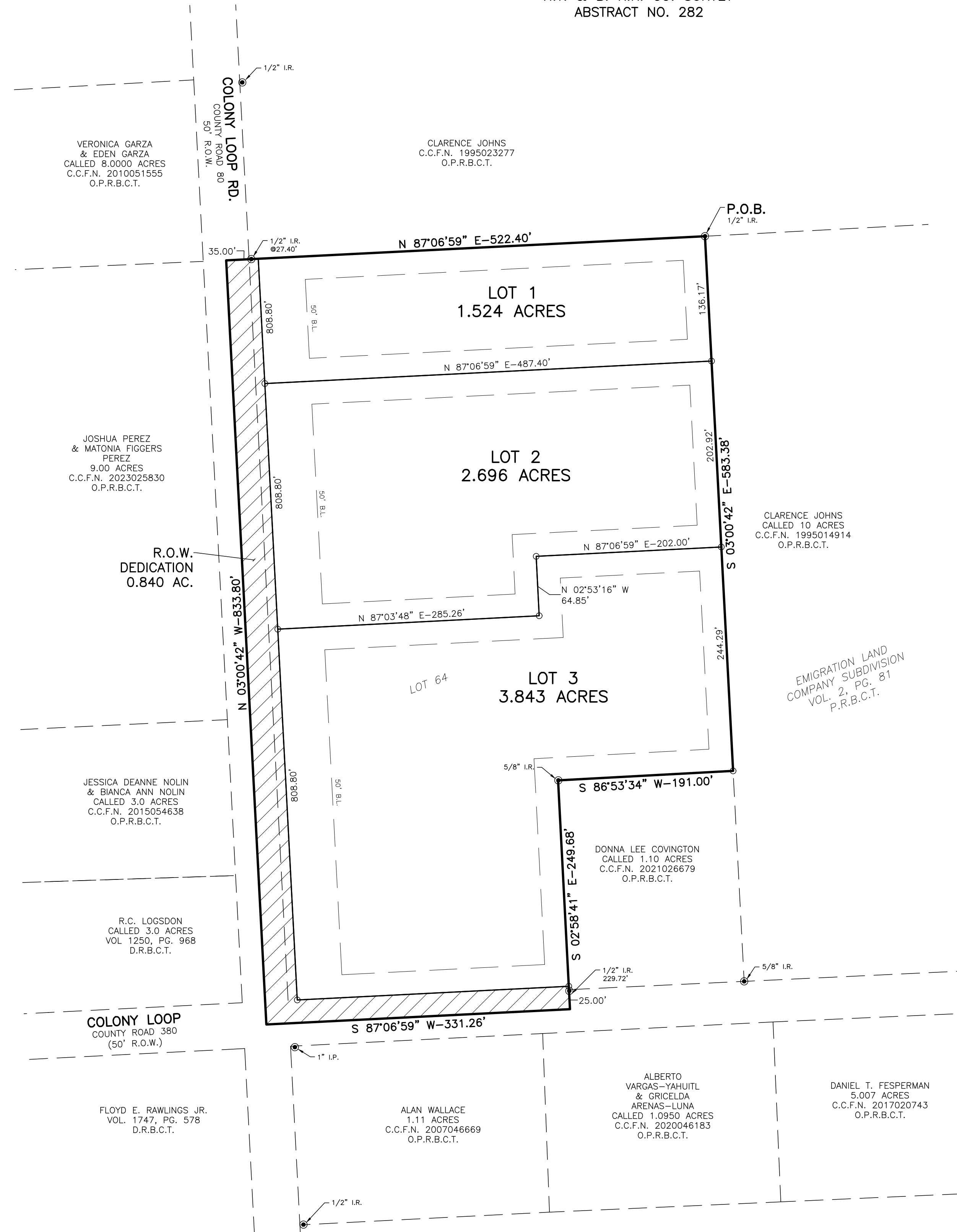
WARREN DAVIS, MEMBER TERRY HAYES, MEMBER

BRIAN JOHNSON, MEMBER

SURVEYOR'S NOTES:

- 1. THIS PLAT LIES WITHIN THE CITY LIMITS OF IOWA COLONY.
2. THE PROPERTY SURVEYED LIES WITHIN ZONE "X" UNSHADED, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48039C0110K, WITH AN EFFECTIVE DATE OF DECEMBER 30, 2020.
3. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A CITY PLANNING LETTER PROVIDED BY CHARTER TITLE COMPANY, DATED APRIL 3, 2024, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS, OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN HEREON.
5. THE REASON FOR THIS PLAT IS TO DIVIDE THE SUBJECT TRACT INTO 3 LOTS.
6. DETENTION WILL BE REVIEWED/PROVIDED FOR EACH INDIVIDUAL RESIDENTIAL LOT AT TIME OF PERMITTING.
7. THE APPROVAL OF THE PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVES 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.
8. THIS PLAT IS SUBJECT TO THE CITY OF IOWA COLONY PIPELINE ORDINANCE NO. 2011-4 AND AS AMENDED.
9. ALL SIDE AND REAR LOT LINES: 25'.
10. BOUNDARY CLOSURE CALCULATIONS, IS A MINIMUM OF 1:15,000.
11. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

BRAZORIA COUNTY, TEXAS
H.T. & B. R.R. CO. SURVEY
ABSTRACT NO. 282



FIELD NOTES FOR 8.903 ACRES

BEING A 8.903 ACRE TRACT OF LAND LOCATED WITHIN THE H.T. & B. RAILROAD SURVEY, ABSTRACT NO. 282, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOT 64 OF THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 81 OF THE PLAT RECORDS, BRAZORIA COUNTY, TEXAS (P.R.B.C.T.), BEING ALL OF A CALLED 1.00 ACRE TRACT, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) 2001050114 OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.) AND A PORTION OF THAT CERTAIN TRACT, AS RECORDED IN VOLUME 1081, PAGE 839 OF THE DEED RECORDS, BRAZORIA COUNTY, TEXAS (D.R.B.C.T.), REFERRED TO HEREAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 8.903 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING 1/2-INCH IRON ROD FOUND FOR CORNER, BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT, AS RECORDED IN C.C.F.N. 1995023277 OF THE O.P.R.B.C.T., SAME BEING THE NORTHWEST CORNER OF A CALLED 10 ACRE TRACT, AS RECORDED IN C.C.F.N. 1995014914 OF THE O.P.R.B.C.T.;

THENCE SOUTH 03°00'42" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF SAID CALLED 10 ACRE TRACT, A DISTANCE OF 583.38 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE SOUTH 86°53'34" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF A CALLED 1.10 ACRE TRACT, AS RECORDED IN C.C.F.N. 2021026679 OF THE O.P.R.B.C.T., A DISTANCE OF 191.00 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER, BEING AN INTERIOR SOUTHERLY CORNER OF THE ABOVE REFERENCED TRACT;

THENCE SOUTH 02°58'41" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF SAID CALLED 1.10 ACRE TRACT, PASSING AT A DISTANCE OF 229.72 FEET TO A 1/2-INCH IRON ROD FOUND FOR REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 249.68 FEET TO A POINT FOR CORNER, BEING IN COUNTY ROAD 380;

THENCE SOUTH 87°06'59" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING IN SAID COUNTY ROAD 380, A DISTANCE OF 331.26 FEET TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT;

THENCE NORTH 03°00'42" WEST, ALONG THE WEST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING IN COUNTY ROAD 80, A DISTANCE OF 833.80 FEET TO A POINT FOR CORNER, BEING THE NORTHWEST CORNER OF THE ABOVE REFERENCED TRACT;

THENCE NORTH 87°06'59" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH LINE OF SAID CERTAIN TRACT, A DISTANCE OF 522.40 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF AND CONTAINING 8.903 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSE
DATE: 4/30/2024

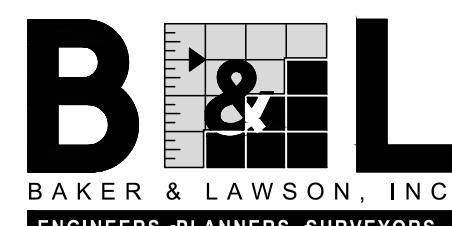
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

REPLAT
OF A PORTION
OF LOT 64
OF THE
EMIGRATION LAND COMPANY
SUBDIVISION

8.903 ACRES
3 LOTS

BEING A PORTION OF LOT 64
EMIGRATION LAND COMPANY
SUBDIVISION
VOL. 2, PG 81
P.R.B.C.T.

H.T. & B. R.R. CO. SURVEY
ABSTRACT NO. 282
BRAZORIA COUNTY, TEXAS



Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

OWNER:
DAVID JOHNS
687 GALLAGHER DR.
CANYON LAKE, TX
78133

LEGEND

- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
VOL. PG. = VOLUME, PAGE
O = 5/8" I.R.C. SET "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
I.R. = IRON ROD
I.R.C. = IRON ROD W/CAP
I.P. = IRON PIPE
P.O.B. = POINT OF BEGINNING

CITY PLANNING LETTER
TITLE COMPANY: CHARTER TITLE COMPANY
DATED: APRIL 3, 2024
NOTES:
NO SURVEY ENCUMBRANCES FOUND

Table with 4 columns: JOB NO., SCALE, DRAWN BY, CKED BY. Values: 15933, 1" = 80', DH, AH. Includes drawing and date information.

Tuesday, April 30, 2024

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
Email: kgile@ehra.team

Re: Ellwood Detention Reserve "A" and "B" Final Plat
Letter of No Objection
COIC Project No. 3696
Adico, LLC Project No. 16007-2-359

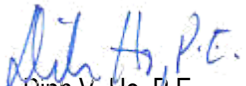
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Ellwood Detention Reserve "A" and "B" Final Plat received on or about April 25, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on April 25, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 1, 2024, for consideration at the May 7, 2024, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-359

STATE OF TEXAS }
COUNTY OF BRAZORIA }

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

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVES "A" AND "B" 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 Patton, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this day of _____, 2024.

OWNER

KLLB AIV LLC,
A Delaware Limited Liability Company

BY: _____
Print Name: Tricia Patton
Title: Authorized Signatory

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Patton, 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 Texas
My Notary Commission Expires _____

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

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

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Wil Kennedy, Mayor
McLean Barnett, Council Member

Arnetta Hicks-Murray, Council Member

Marquette Greene-Scott, Council Member

Tim Varlack, Council Member

Sydney Hargroder, Council Member

Kareem Boyce, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hosoy
Planning and Zoning Commission Member

Brenda Dillon
Planning and Zoning Commission Member

Brian Johnson
Planning and Zoning Commission Member

Terry Hayes
Planning and Zoning Commission Member

Robert Wall
Planning and Zoning Commission Member

Warren Davis Jr.
Planning and Zoning Commission Member

Date

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

- 1. Slab elevations (finished floor) shall be a minimum of 2 feet above natural ground.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replot and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No. 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

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



METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVES "A" AND "B"
BEING A 24.70 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., Date Kerry L. Osburn Date
President Vice President
Brandon Middleton Date Dinh V. Ho, P.E. Date
Secretary/Treasurer District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCCDD 5 ID# B240019

DESCRIPTION OF A 24.70 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.) 2025036335 AND PART OF LOTS 468, 471, 473, 474, AND 475 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 24.70 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 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the most easterly northeast corner of said 233.54 acre tract being in arc of a curve in the westerly right-of-way line of State Highway 288;

THENCE, South 02°32'23" East, along the easterly line of said 233.54 acre tract for a distance of 227.70 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeast corner and the POINT OF BEGINNING of the herein described tract of land;

- 1) THENCE, South 02°32'23" East, continuing along the easterly line of said 233.54 acre tract for a distance of 1,182.43 feet to a 5/8-inch capped iron rod stamped "BL" found marking the northwest corner of that certain tract of land called 18.00 acres described under B.C.C.F. No. 2007010789;
2) THENCE, North 65°46'30" West, for a distance of 89.60 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
3) THENCE, North 76°38'44" West, for a distance of 1,220.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
4) THENCE, North 62°27'14" West, for a distance of 85.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
5) THENCE, North 52°54'03" West, for a distance of 204.53 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a non-tangent curve to the right, and being the southwest corner of the herein described tract of land ;
6) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 960.00 feet, an arc length of 171.30 feet, an angle of 10°13'26", and a chord bearing North 26°40'58" East, for a distance of 171.07 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" to the point of tangency;
7) THENCE, North 31°47'41" East, for a distance of 136.10 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" to a point of curvature to the left;
8) THENCE, in a northerly direction along the arc of a curve to the left having a radius of 1,040.00 feet, an arc length of 203.63 feet, an angle of 1°13'06", and a chord bearing North 26°11'07" East, for a distance of 203.31 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
9) THENCE, South 69°25'26" East, for a distance of 48.32 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
10) THENCE, South 42°21'38" East, for a distance of 176.51 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
11) THENCE, North 87°37'00" East, for a distance of 517.86 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
12) THENCE, North 01°55'49" West, for a distance of 217.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
13) THENCE, North 02°22'56" West, for a distance of 135.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
14) THENCE, North 87°37'00" East, for a distance of 549.24 feet to the POINT OF BEGINNING, and containing 24.70 acres of land

FINAL PLAT
ELLWOOD DETENTION
RESERVES "A" AND "B"

BEING A SUBDIVISION OF 24.70 ACRES OUT OF THE
W. H. DENNIS SURVEY, A-512, AND BEING OUT OF
LOTS 468, 471, 473, 474, AND 475 OF THE EMIGRATION
LAND COMPANY SUBDIVISION IN THE CITY OF IOWA
COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES (24.70 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 1090
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP
10235 WEST LITTLE YORK, SUITE 200
HOUSTON, TX 77040
(281)-560-6600

MARCH, 2024

ENGINEER/SURVEYOR

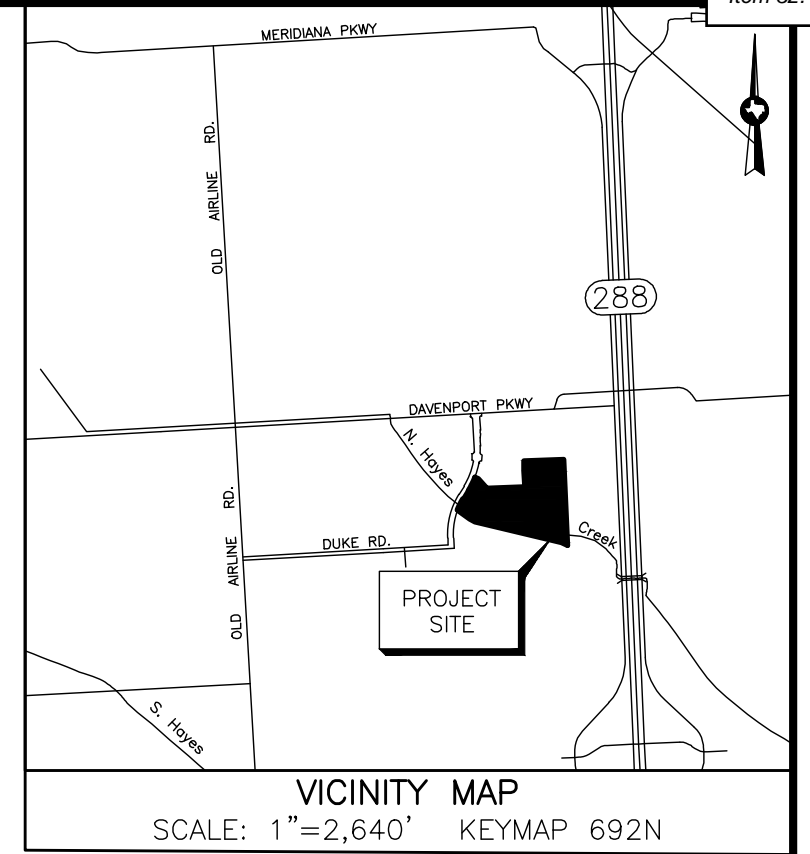
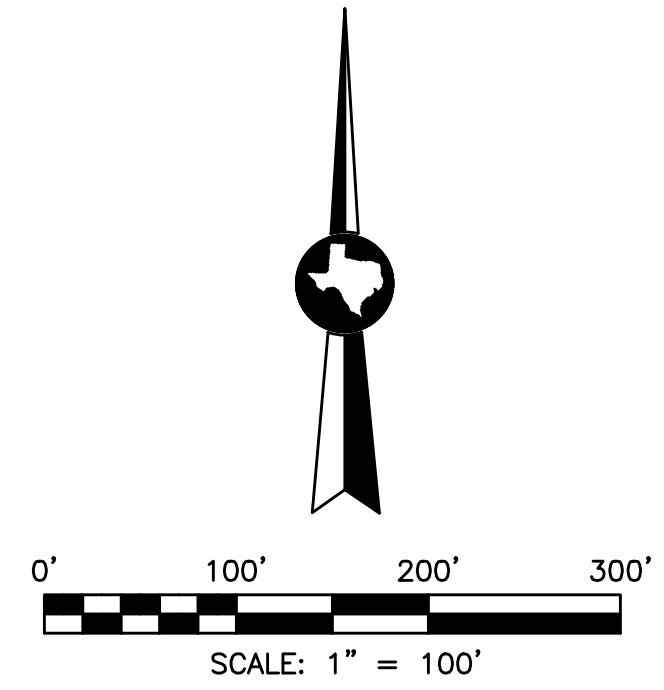
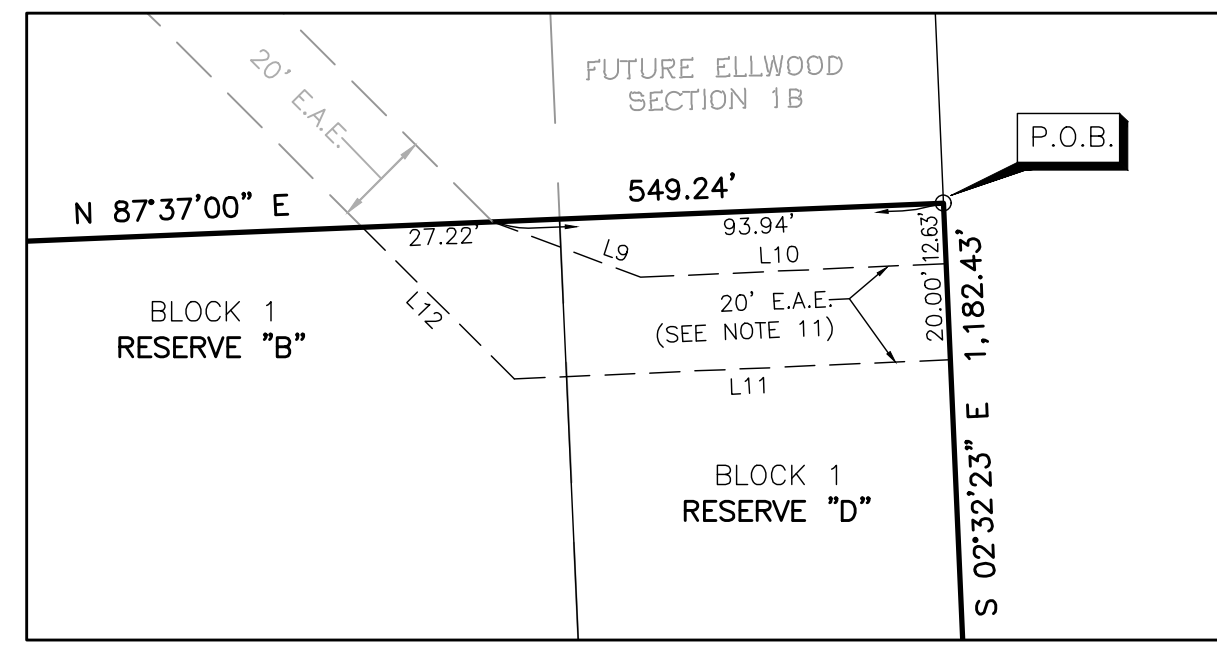


10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plot 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.
- A- indicates Abstract
AC, indicates Acres
B.C.C.F. NO. indicates Brazoria County Clerk's File Number
B.C.D.R. indicates Brazoria County Deed Records
B.C.P.R. NO. indicates Brazoria County Plat Records Number
B.L. indicates Building Line
C.I.R. indicates Capped Iron Rod
E.A.E. indicates Emergency Access Easement
FND, indicates Found
PC, 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"
- The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).
- The boundary for this plat has a closure in excess of 1:15,000.
- Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure pipeline distribution system pipeline as defined herein.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- 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.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- The emergency access provided must be 20 feet in width and have a traffic load of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within the "Floodway", a portion of the property lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined) and 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 lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.



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



LINE	BEARING	DISTANCE
L1	N 65°48'30" W	89.50'
L2	N 62°27'14" W	85.46'
L3	N 31°47'41" E	136.10'
L4	S 69°25'26" E	48.32'
L5	S 42°21'38" E	176.51'
L6	N 02°22'56" W	135.00'
L7	N 60°08'52" W	89.51'
L8	N 62°27'14" W	48.01'
L9	S 69°29'29" E	32.91'
L10	N 87°27'37" E	63.66'
L11	S 87°27'37" W	90.89'
L12	N 45°06'09" W	44.75'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	960.00'	10°13'26"	171.30'	N 26°40'58" E	171.07'
C2	1040.00'	11°13'06"	203.63'	N 26°11'07" E	203.31'

RESERVE	RESTRICTED TO	AREA
A	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	298,556 SQ. FT. / 6.86 ACRES
B	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	420,445 SQ. FT. / 9.65 ACRES
C	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	278,933 SQ. FT. / 6.40 ACRES
D	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	77,991 SQ. FT. / 1.79 ACRES
TOTAL		1,075,925 SQ. FT. / 24.70 ACRES

FINAL PLAT ELLWOOD DETENTION RESERVES "A" AND "B"

BEING A SUBDIVISION OF 24.70 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 468, 471, 473, 474, AND 475 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES (24.70 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
 6900 E. CAMELBACK ROAD, SUITE 1090
 SCOTTSDALE, AZ 85251
 (786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP
 10235 WEST LITTLE YORK, SUITE 200
 HOUSTON, TX 77040
 (281)-560-6600

MARCH, 2024

ENGINEER/SURVEYOR



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

Tuesday, April 30, 2024

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
Email: kgile@ehra.team

Re: Ellwood Detention Reserve "C" Final Plat
Letter of No Objection
COIC Project No. 3695
Adico, LLC Project No. 16007-2-360

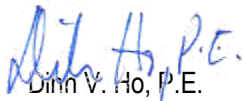
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Ellwood Detention Reserve "C" Final Plat received on or about April 25, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on April 25, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than May 1, 2024, for consideration at the May 7, 2024, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-360

STATE OF TEXAS }
COUNTY OF BRAZORIA }

We, Rally 288 West, LLC, a Texas limited liability company, acting by and through Matt Lawson, Authorized Agent of Rally 288 West, LLC, a Texas limited liability company, owner of the property subdivided in this plat, ELLWOOD DETENTION RESERVE "C", do hereby make subdivision of said property for and on behalf of said Rally 288 West, LLC, a Texas limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVE "C" 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, Rally 288 West, LLC, a Texas limited liability company, has caused these presents to be signed by Matt Lawson, Authorized Agent of Rally 288 West, LLC, a Texas limited liability company, thereunto authorized by this ___ day of _____, 2024.

OWNER

Rally 288 West, LLC,
a Texas limited liability company

BY: _____
Print Name Matt Lawson
Title: Authorized Agent

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, Authorized Agent of Rally 288 West, LLC, a Texas 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 Texas
My Notary Commission Expires _____

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

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

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

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Wil Kennedy, Mayor

McLean Barnett, Council Member

Arnetta Hicks-Murray, Council Member

Marquette Greene-Scott, Council Member

Tim Varlack, Council Member

Sydney Hargroder, Council Member

Kareem Boyce, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hoesey
Planning and Zoning Commission Member

Brenda Dillon
Planning and Zoning Commission Member

Brian Johnson
Planning and Zoning Commission Member

Terry Hoyes
Planning and Zoning Commission Member

Robert Wall
Planning and Zoning Commission Member

Warren Davis Jr.
Planning and Zoning Commission Member

Date

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., Date
President

Kerry L. Osburn Date
Vice President

Brandon Middleton Date
Secretary/Treasurer

Dinh V. Ho, P.E. Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCCDD 5 ID# B240020

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



METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVE "C"
BEING A 9.111 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 9.111 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS BEING 285.913 ACRES BY DEEDS RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBERS (B.C.C.F. NO.) 2006042423 AND 2013040985 AND PART OF LOTS 477, 478, 480, AND 481 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS, SAID 9.111 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 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the most easterly northeast corner of said tract of land called 233.54 acres described by deed recorded under B.C.C.F. No. 2023036335 being in arc of a curve in the westerly right-of-way line of State Highway 288;

THENCE, South 02°32'23" East, along the easterly line of said 233.54 acre tract for a distance of 838.60 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwest corner and POINT OF BEGINNING of the herein described tract of land;

- 1) THENCE, North 87°27'37" East, for a distance of 581.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the westerly right-of-way line of State Highway 288 (based on width of 420 feet) and marking the northeast corner of the herein described tract;
- 2) THENCE, South 02°18'54" East, along the westerly right-of-way line of State Highway 288 for a distance of 897.97 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeast corner of the herein described tract from which a 5/8 inch iron rod found bears S 37° 50' E, a distance of 1.57 feet and a second a 5/8 inch iron rod found bears S 00° 46' E, a distance of 2.46 feet, marking the northeast corner of that certain tract of land called 18.00 acres described by deed under B.C.C.F. No. 2007010789;

THENCE, along the northerly line of said 18.00 acre tract the following three (3) courses and distances:

- 3) THENCE, North 41°51'11" West, for a distance of 107.39 feet to a 5/8-inch capped iron rod stamped "BL" found marking a point of curvature;
- 4) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 510.00 feet, an arc length of 303.57 feet, an angle of 34°06'15", and a chord bearing North 58°54'19" West, for a distance of 299.11 feet to a 5/8-inch capped iron rod stamped "BL" found marking a point of tangency;
- 5) THENCE, North 75°57'26" West, for a distance of 272.19 feet to a 5/8-inch capped iron rod stamped "BL" found marking the northwest corner of said 18.00 acre tract being in the easterly line of the aforementioned 233.54 acre tract of land and marking the southwesterly corner of the herein described tract of land;
- 6) THENCE, North 02°32'23" West, along the easterly line of the said 233.54 acre tract of land for a distance of 571.52 feet to the POINT OF BEGINNING of the herein described tract of land and containing 9.111 acres of land.

FINAL PLAT ELLWOOD DETENTION RESERVE "C"

BEING A SUBDIVISION OF 9.111 ACRES OUT OF THE
W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS
477, 478, 480 AND 481 OF THE EMIGRATION LAND
COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

1 BLOCK 2 RESERVES (9.111 ACRES)

OWNER

RALLY 288 WEST, LLC, A TEXAS LIMITED
LIABILITY COMPANY

1602 AVENUE D, SUITE 100, KATY, TEXAS 77493
(832)437-7863

MARCH, 2024

ENGINEER/SURVEYOR



1001 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
E.H.R.A. TEAM
TBPE No. F-726
TBPELS No. 10092300

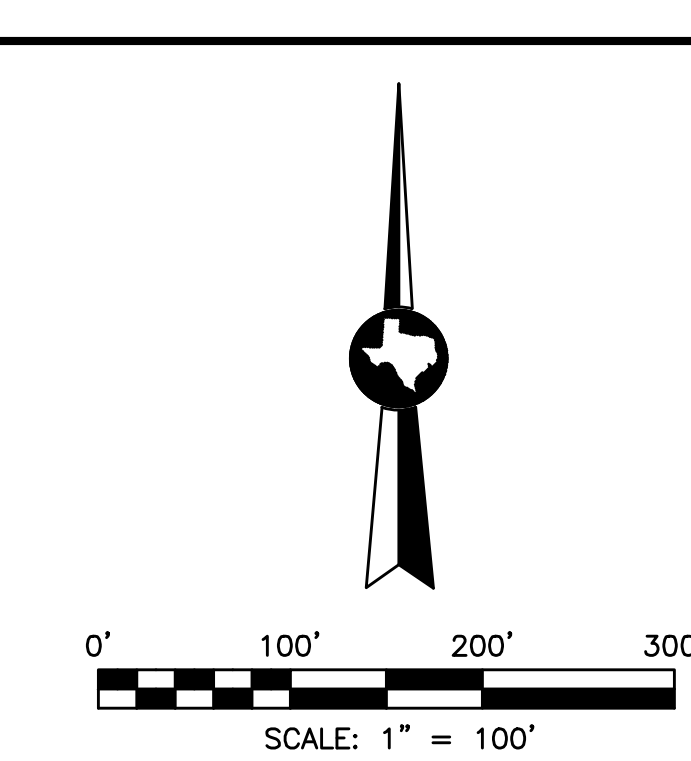
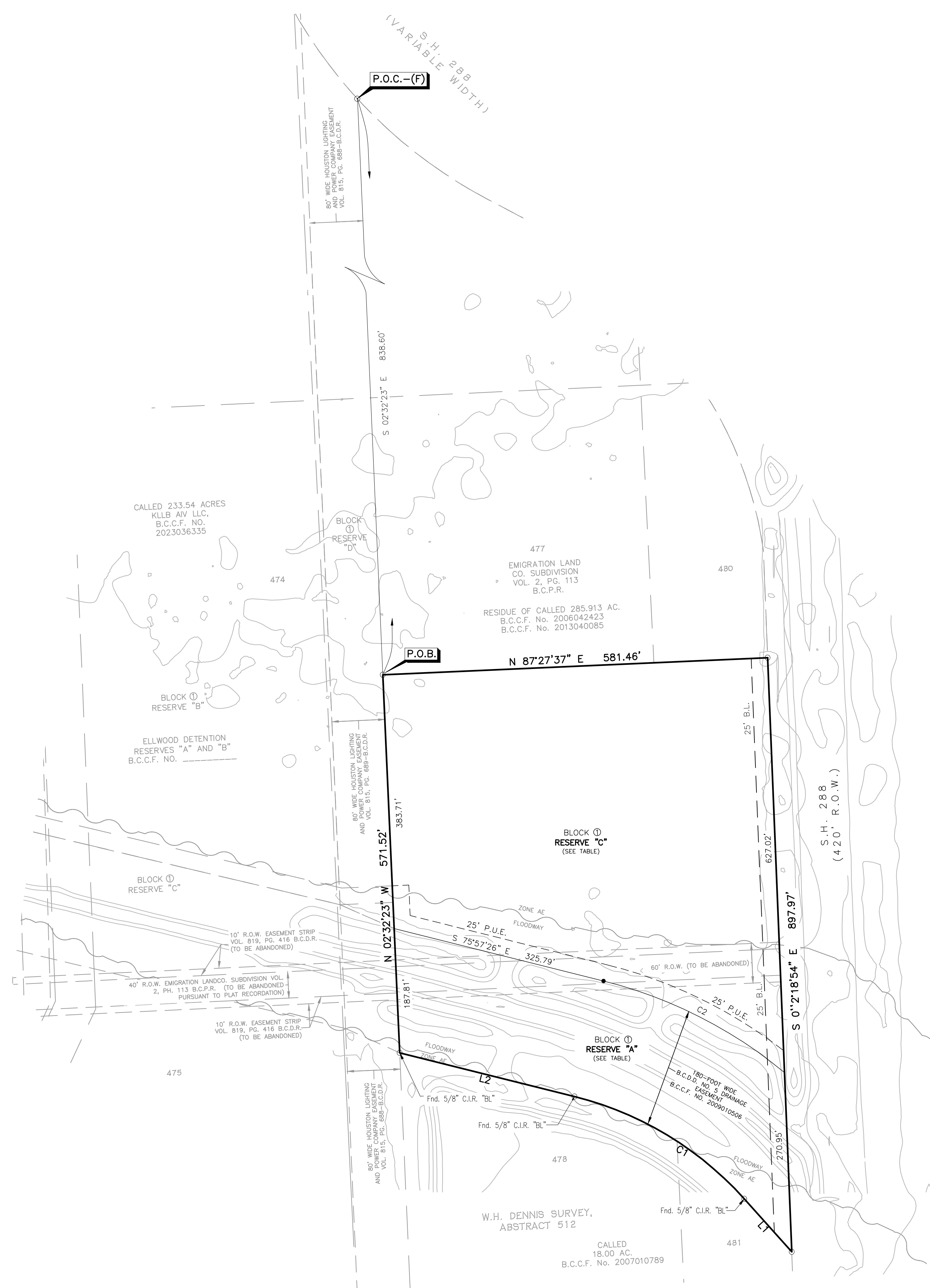
GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plot 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.
- A- indicates Abstract
AC, indicates Acres
B.C.C.F. NO. indicates Brazoria County Clerk's File Number
B.C.D.R. indicates Brazoria County Deed Records
B.C.P.R. NO. indicates Brazoria County Plat Records Number
B.L., indicates Building Line
C.I.R. indicates Capped Iron Rod
P.G. 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"
- The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).
- The boundary for this plot has a closure in excess of 1:15,000.
- Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential structure shall be constructed within 50 feet of the pipelines located inside of this plot boundary.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- 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.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within the "Floodway", a portion of the property lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined) and 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).

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 EHR, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHR.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

- Slab elevations (finished floor) shall be a minimum of 2 feet above natural ground.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
- This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
- Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
- Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
- All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5, Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.



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, 5.7 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

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	510.00'	34°06'15"	303.57'	N 58°54'19" W	239.11'
C2	690.00'	25°38'21"	308.77'	N 63°08'15" W	306.20'

LINE	BEARING	DISTANCE
L1	N 41°51'11" W	107.39'
L2	N 75°57'26" W	272.19'

RESERVE	RESTRICTED TO	RESERVE TABLE	
		AREA	AREA
A	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	118,093 SQ. FT. /	2.711 ACRES
C	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	278,792 SQ. FT. /	6.400 ACRES
TOTAL		396,885 SQ. FT. /	9.111 ACRES

FINAL PLAT ELLWOOD DETENTION RESERVE "C"

BEING A SUBDIVISION OF 9.111 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 477, 478, 480 AND 481 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 2 RESERVES (9.111 ACRES)

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