



CITY OF IOWA COLONY

CITY COUNCIL MEETING

Monday, September 09, 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, SEPTEMBER 9, 2024 IN THE IOWA COLONY CITY COUNCIL CHAMBERS, 3144 MERIDIANA PKWY., IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

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

Monday, September 16, 2024; 6:00PM; Iowa Colony City Hall Council Chambers

2. Proclamation declaring National Night Out
3. Proclamation declaring Fire Prevention Month

CITIZEN COMMENTS

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

PUBLIC HEARINGS

4. Hold a public hearing on the proposed city budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$695,903 OR 22.39%, AND OF THAT AMOUNT \$460,999 IS TAX REVENUE TO BE RAISED

FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

5. Hold a public hearing on the proposed tax rate.
6. Hold a public hearing to consider amending the Comprehensive Zoning Ordinance to provide that newly annexed areas within the city, which are subject to a Development Agreement are automatically designated as Planned Unit Developments (PUDs) by default.

ITEMS FOR CONSIDERATION

EXECUTIVE SESSION

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

7. Discussion on potential or threatened legal action related to development agreement default.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

8. Consideration and possible action on matters discussed in Executive Session.
9. Consideration and possible action to adopt the City Council and Staff Strategic Planning Session Report and Implementation Plan.
10. Consideration and possible action on an ordinance amending the Comprehensive Zoning Ordinance.
11. Consideration and possible action on items relating to the Automated Meter Infrastructure (AMI) water meter upgrade project, phase 2:
 - A. Authorizing a Job Order Contract (JOC) for installation services with Performance Services under TIPS contract No. 181101.
 - B. Adopting a resolution authorizing a Promissory Note with First Security Finance, Inc. and related documents.
12. Consideration and possible action on a conveyance agreement with Brazoria County MUD 32 for water and wastewater systems.
13. Consideration and possible action on a conveyance agreement with Brazoria County MUD 53 for water and wastewater systems.
14. Consideration and possible action on Change Order No. 1 and Pay Application No. 19 for the Public Safety Building.

COUNCIL COMMENTS

STAFF REPORTS

15. Building Official/Fire Marshal Monthly Report
16. Police Monthly Report
17. Municipal Court Monthly Report
18. Public Works Monthly Report
19. City Engineer Monthly Report

- [20.](#) Finance Monthly Reports
- [21.](#) Technology Department Monthly Report
- [22.](#) Water/Wastewater Utility Monthly Report

CONSENT AGENDA

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

- [23.](#) Consider approval of the August 8, 2024 City Council worksession minutes.
- [24.](#) Consider approval of the August 12, 2024 City Council worksession minutes.
- [25.](#) Consider approval of the August 12, 2024 City Council meeting minutes.
- [26.](#) Consider approval of an interlocal agreement with Brazoria County.
- [27.](#) Consider approval of an interlocal agreement with Brazoria County MUD 31.
- [28.](#) Consider approval of the Caldwell Lakes Section 5 Preliminary Plat.
- [29.](#) Consider approval of the Caldwell Lakes Section 6 Preliminary Plat.
- [30.](#) Consider approval of Bullard Parkway Phase III - Drainage and Paving Facilities into One Year Maintenance Period.
- [31.](#) Consider approval of Sterling Lakes North Section 7 - Water, Sanitary, Drainage and Paving Facilities into One Year Maintenance Period.
- [32.](#) Consider acceptance of Caldwell Crossing Section 2 - Water, Sanitary, Drainage and Paving Facilities into One Year Maintenance Period.
- [33.](#) Consider final approval of Sierra Vista West Section 7 - Water, Sanitary, Storm and Paving Facilities.

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 September 5, 2024.



Kayleen Rosser

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

Kayleen Rosser, City Secretary

Date Signed: _____



WHEREAS, the National Association of Town Watch (NATW) sponsors a unique, nationwide crime, drug, and violence prevention program on October 1, 2024 entitled “National Night Out”; and

WHEREAS, “National Night Out” provides a unique opportunity for the citizens of Iowa Colony to join forces with thousands of communities across the State of Texas in promoting cooperative, police-community crime and drug prevention efforts; and

WHEREAS, the “National Night Out” promotes police-community partnerships enhancing relationships between neighbors and law enforcement while bringing back a true sense of community; and

WHEREAS, it is essential that all citizens of Iowa Colony be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Iowa Colony; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program;

NOW, THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, Texas, do hereby proclaim October 1, 2024, as “National Night Out” in Iowa Colony and call upon all citizens of Iowa Colony to join millions of Texans in supporting “National Night Out”.

Wil Kennedy, Mayor



WHEREAS, the City of Iowa Colony, Texas is committed to ensuring the safety and security of all those living in and visiting Iowa Colony; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, when the smoke alarm sounds, Iowa Colony residents may have less than two minutes to escape to safety; and

WHEREAS, Iowa Colony residents should make escape plans, drawing a map of each level of the home, showing all doors and windows; and

WHEREAS, Iowa Colony residents should practice the home fire escape plan at least twice a year, during the day and at night; and

WHEREAS, Iowa Colony residents should teach children to escape on their own in case adults can't help them; and

WHEREAS, Iowa Colony residents who have practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Iowa Colony residents should get out and stay out, never going back inside the home for people, pets, or things; and

WHEREAS, Iowa Colony residents should make sure everyone in the home knows how to call 9-1-1 from a cell phone or a neighbor's phone; and

WHEREAS, Iowa Colony residents are responsive to public education measures and can take action to increase their safety from fire, in their homes; and

WHEREAS, the 2024 Fire Prevention week theme, "Smoke Alarms: Make them work for you!" strives to educate everyone about the importance of having working smoke alarms in the home.

THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, do hereby proclaim the Month of October 2024, as Fire Prevention Month throughout this city, and I urge all the people of Iowa Colony to be aware of their surroundings, look for available ways out in the event of a fire, respond when the smoke alarm sounds and exit the building.

SIGNED AND SEALED this 9th day of September 2024.

Wil Kennedy, Mayor

NOTICE OF BUDGET HEARING
CITY OF IOWA COLONY

The City Council of the City of Iowa Colony, Texas will hold a public hearing at 7:00 p.m. on September 9, 2024, in the Council Chambers at Iowa Colony City Hall, 3144 Meridiana Parkway, Iowa Colony, Texas 77583 on the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. **THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$695,903 OR 22.39%, AND OF THAT AMOUNT \$460,999 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

Kayleen Rosser
City Secretary

NOTICE OF PUBLIC HEARING ON TAX INCREASE

Item 5.

A tax rate of \$0.519209 per \$100 valuation has been proposed by the governing body of CITY OF IOWA COLONY.

PROPOSED TAX RATE	\$0.519209 per \$100
NO-NEW-REVENUE TAX RATE	\$0.474894 per \$100
VOTER-APPROVAL TAX RATE	\$0.751967 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for CITY OF IOWA COLONY from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that CITY OF IOWA COLONY may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF IOWA COLONY is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2024 AT 7:00PM AT the Iowa Colony City Hall Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF IOWA COLONY is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF IOWA COLONY at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal:	Mayor Wil Kennedy	Mayor Pro Tem Marquette Greene-Scott
	Councilmember McLean Barnett	Councilmember Arnetta Hicks-Murray
	Councilmember Timothy Varlack	Councilmember Kareem Boyce
	Councilmember Sydney Hargroder	

AGAINST the proposal: None

PRESENT and not voting: None

ABSENT: None

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF IOWA COLONY last year to the taxes proposed to be imposed on the average residence homestead by CITY OF IOWA COLONY this year.

Item 5.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.519209	\$0.519209	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$308,202	\$327,504	increase of 6.26%
Tax on average homestead	\$1,600.21	\$1,700.43	increase of 100.22, or 6.26%
Total tax levy on all properties	\$3,107,808	\$3,803,711	increase of 695,903, or 22.39%

For assistance with tax calculations, please contact the tax assessor for CITY OF IOWA COLONY at (979) 864-1320 or taxoffice@brazoriacountytx.gov, or visit <https://www.brazoriacountytx.gov/departments/tax-office> for more information.

**CITY OF IOWA COLONY NOTICE OF PUBLIC HEARING
ON AMENDING THE COMPREHENSIVE ZONING ORDINANCE**

Planning and Zoning Commission Public Hearing: **September 3, 2024, at 7:00 p.m.**

City Council Public Hearing: **September 9, 2024, at 7:00 p.m.**

City Council Chambers

3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission and the Iowa Colony City Council will each hold a public hearing to consider amending the Comprehensive Zoning Ordinance to provide that newly annexed areas within the city, which are subject to a Development Agreement and/or Plan of Development, are automatically designated as Planned Unit Developments (PUDs) by default. All interested parties may be heard concerning this matter.

Kayleen Rosser
City Secretary



**Report
and
Strategic Plan**

**Adopted
TBD**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT

CITY OF IOWA COLONY

June 14, 2024

Introduction

On June 14, 2024, the Mayor, City Council (Council), and staff of the City of Iowa Colony met for a discussion of their governance model and a planning session. The purpose of this meeting was twofold.

- Review the results of the DISC Temperament Inventory that each of the Council members participated in, review and amend as necessary the governance philosophy established in 2021, and review and amend as necessary the key elements of the Council's vision and mission for Iowa Colony.
- Establish a 2024 strategic plan for the city with short term and long-term strategies and goals. Council and staff worked together, utilizing a SWOT analysis to form the basis for the strategic plan

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

Mayor and Council as a Team

To gain a better understanding of each other and provide more meaningful communication, all members of Council participated in a temperament profile assessment based on the DISC model. DISC is the acronym for an analysis of the style of behavior patterns or characteristics a person displays. The DISC acronym stands for Dominance, Influential,

Steadiness, and Conscientiousness. All members of the Council participated in this assessment with a prescribed instrument, and the group viewed and discussed the results. The behavioral characteristics outlined by the Mayor and Councilmembers was revealing in that each person has his own individual style of behavior that affects the group’s collective dynamics. The result of the discussion was a better understanding of the dynamics of the group, including how each behaves, and why they behave the way they do, how they communicate and why they communicate the way they do. Learning about these behavioral styles does not denote good or bad behavior or actions (a reflection of character); it allows them and others to understand that actions and reactions will occur naturally and responses to those actions and reactions can be adjusted and/or responded to accordingly (that is, temperament). The group came to a better understanding of why these behaviors occur and how to respond to them. The group also came to a better understanding of their decision-making processes to work better together in the future. Exhibit 1 shows the basic DISC model graphically. Exhibit 2 shows a graph of the style of each member of the group.

**Exhibit 1
The DISC Model**

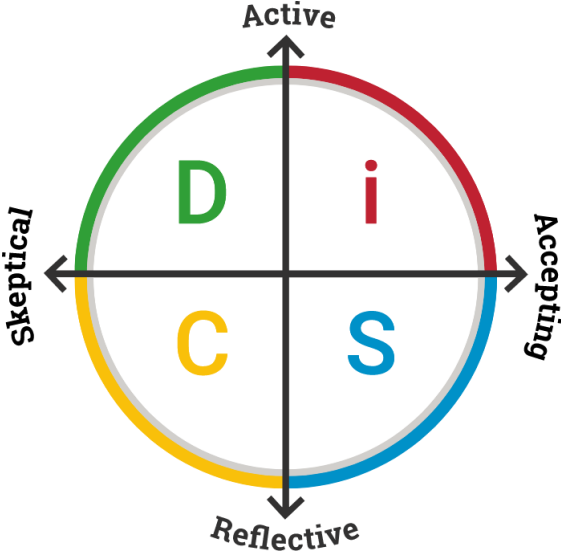


Exhibit 2 Council DISC Results



Note: RC is the facilitator

Governance

The Council had earlier established their governance model. The intent in these discussions was to review the model and review and confirm the overall vision and mission for the city. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as Council members, and the City staff and of identifying and recognizing the expectations has staff of the Council.

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Iowa Colony and what they will be to ensure the vision is ultimately attained.

During these discussions the Council noted that they could be more efficient in the handling of their meetings, and that communications and preparation for those meetings could also be improved. The following issues were specifically discussed to assist them in being more effective.

Meetings

Iowa Colony
June 14, 2024

Report
Strategic Planning Process

- Improve efficiency.
 - Focus on limiting debate.
 - Be patient with the established process.
 - Limit discussion on topics. (Don't lose the audience.)
 - Review Rules of Procedure to memorialize any changes to improve efficiencies.
- Hold a second meeting of the month for special issues on an as needed basis.
 - Prioritize subjects based on the complexity of the issue.
- Set the agenda deadline and submission of packets to Council earlier to give additional time for their review and study.

Communications

- Continue the “Friday Updates” from the city manager.
- Send draft agendas (realizing there may be changes) to all Council members in advance of the agenda packets.
- Recommendations from staff should be more specific
 - Recommendation from the relevant department head.
 - Recommendation from P&Z as applicable.
 - Recommendation from city manager and city attorney.
 - (Note: The City Manager unveiled a new cover form for agenda items that will cover several of these items.
- Prepare a “grid” or spreadsheet that shows the status of important projects or issues and what the next steps might be.

Governance Model

The governance model first begins with leadership. Each member of the Council was asked to review earlier input into how they will lead, communicate and a defining of expectations for themselves and staff. The red denotes items that were added at this session.

The Mayor and Council of the City of Iowa Colony will lead ...

- With honesty and integrity.
- With transparency.
- By listening first.
- By being visible in the community.
- By being responsive to the needs of the community and its citizens.
- With confidentiality.
- By looking at issues globally - not myopically – how a decision effects all.
- With an open mind.
- By confessing your mistakes to others.
- By being fiscally responsible – not wasteful; diligent, discerning.
- By setting the example
 - Hard on issues; soft on people.
 - Speaking person to person on issues (not on Facebook).

- By focusing on the good – what is good for Iowa Colony
- Listen, learn, understand, and then respond.
- Providing facts and accurate information.
- Focusing on the good and pursuing the best interests of the entire city.
- By building trust.
- **Do not assume motives based on what individual council members may say or ask.**

The Mayor and Council of the City of Iowa Colony will communicate...

- By listening first.
- By being available.
- Treating everyone with respect.
- Conveying the message that everyone is equally important.
- Enjoying our job and having fun.
- Being genuine – be yourself.
- By being cooperative with others.
- Having an attitude of agreeing to disagree, without being disagreeable.
- Speak with respect and humility.
- Listen with understanding and compassion.
- By having an open-line with everyone.
- **Focus on Council to staff communication.**
- **Do not interrupt until the speaker completes their thought or point.**
- **Have the candor to make your best judgement.**

The Mayor and Council of the City of Iowa Colony expect the following of each other ...

- To be amicable in all respects.
- To be open-minded and honest.
- To be cordial.
- Responsive.
- Ask why. Tell why.
- For all to participate.
- To follow procedures, decorum and protocols.
- To project the culture we expect in all circumstances.
- **Be transparent with each other, with no hidden agendas.**
- **Everyone must be committed and dedicated to their role.**
- **Be prepared.**

The Mayor and Council of the City of Iowa Colony expect the following of the staff ...

- Do your jobs for the citizens' sake.

- Have a customer service mindset.
- Be the face of the city.
 - Friendly.
 - Competent
 - Knowledgeable.
 - Efficient.
- To be trained - invest in professional and continual training for all employees.
- To have the proper compensation (investment).
- To respect the Chain-of-command throughout the organization.
- **Be comfortable displaying candor and transparency.**
- **Be comfortable suggesting and recommending changes to policies and procedures when needed.**

The staff of the City of Iowa Colony expects the following of the Mayor and City Council (as stated by the City Council ...

- To be deliberate and fair in dealings with the staff and issues.
- To take care of the staff – fair compensation, benefits and training.
- To know who they are.
- Do not take advantage of the staff.
- Be nice.
- Follow the Chain-of-command.
- Be respectful.
- Be appreciative.
- Have confidence in them.
- Do not take the staff for granted.
- Provide them the resources to do their work.

Vision and Mission

The Council discussed the elements vision and mission they have for Iowa Colony previously established in 2023.

Vision Elements

These elements were discussed and are presented in no order of priority. It was noted that in reviewing the Vision Statement from the Comprehensive Plan, these key vision elements are consistent with and embodied in their vision for the community. Those checked are key statements that formed the basis for a vision statement.

- ✓ A full-service city providing all the traditional services a city normally provides.
- The city has mixed development to meet the needs of all who live and want to live within the city. Mixed development includes a combination of single-family

housing, multi-family housing, affordable housing, retail, big-box retail, and specialty shops, with a wide variety of uses and services.

- A diversity of rural and suburban mix within the city.
- ✓ A “State of the Art” city.
- A city above the rest. (Has been adopted as the city’s motto)
- ✓ A safe city.
- A city that invests in its youth and citizens of all ages.
- A city that works with public and private partners to improve the quality of life for its citizens.
- A city that engages the community.
- ✓ A city providing opportunity for connectivity throughout.

Vision Statement

The Vision Statement is as follows.

**The City of Iowa Colony will be an
engaging, safe, full-service, state of the art city.**

Mission Statement.

Likewise, the Mayor and City Council reviewed the Mission Statement that has been developed earlier, and agreed it was consistent with the elements they described as stated above.

The key elements for the Mission for Iowa Colony are as follows.

- Creating and providing infrastructure to the extent the city can provide its own services to citizens.
- Promoting economic development.
- Responsive to service requests.
- Displaying professionalism in all cases.
- Providing adequate staff to provide the services.
- Being fiscally responsible.

Mission Statement

The Mission of the City of Iowa Colony and its staff is to continually improve the quality of life by:

- **Creating and providing infrastructure to the extent the city can provide its own services to citizens.**
- **Promoting economic development.**
- **Being responsive to service requests.**
- **Displaying professionalism in all cases.**
- **Providing adequate staff to provide the services.**
- **Being fiscally responsible.**

Values

The Mayor and Council reviewed the key values they desire for the Council and staff. These are

- **Honesty**
- **Integrity**
- **Professionalism**
- **Empathy**
- **Being considerate**

Guiding Principles

The guiding principles as established in the Comprehensive Plan area as follows.

- **Quality of Life**. Protect and promote a quality of life for our citizens that maintains and promotes the rural small town feel of the community.
- **Transportation**. Ensure a transportation system where people can travel safely and efficiently throughout the community and beyond.
- **Goods and Services**. Promote the provision of goods and services for our citizens.
- **Governance**. Ensure the highest level of governance, through elected officials, board and commissions members, and employees.
- **Safe Community**. Provide a safe environment for citizens of all ages.
- **Municipal Services**. Provide municipal services and infrastructure that promotes the health, safety, welfare, and quality of life for our community.

City Moto

A City Above the Rest!

Strategic Plan

SWOT Analysis

The Council and staff participated in a SWOT analysis – identifying strengths and weaknesses, opportunities and threats. The weaknesses were categorized within Strategic Focus Areas, and finally goals and objectives were developed based on identified opportunities designed to overcome the identified weaknesses. Following is an overview of that work.

Council and staff were divided into four groups. Each group consisted of both Council and staff members. Each group worked together throughout the process. Each group had equal opportunity to address every weakness categorized within a strategic focus area.

Strengths

Group 1

Strengths of the Community	Strengths of the Organization
Diverse	Competent
Responsive	Good leadership
Committed	Agile
Open-minded	Willing to make hard decisions
Growth potential	Compassionate
Natural resources	Dedicated
Frugal (budget focused)	Candid
Well defined identity	Resourceful
Community pride	Budget minded

Group 2

Strengths of the Community	Strengths of the Organization
Public safety services	Staff quality and commitment
Positive growth	Comradery
Diversity	Tactful, introspective, and reflective
Citizen engagement	Open and responsive council and staff
Civic opportunities	
Physical appearance	

Group 3

Strengths of the Community	Strengths of the Organization
Vocal and communicative	Tight knit staff and Council
Informed and involved	Diverse skill sets
Close knit	Unified in mission and goals
Growing and young	Ownership of roles
Location good for growth	Strong starting base
	Good roots
	Staff can work with autonomy

Group 4

Strengths of the Community	Strengths of the Organization
Pride in the community	Staff
Very social	Committed
Active	Passionate
Trusting	Dedicated
New and excellent schools	Reliable
Supportive	Resourceful
Good attendance at events	Fiscally responsible
New public safety facilities	Responsive
Professional workforce	Knowledgeable
Diverse population	Sociable

Inclusive population	
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Weaknesses

Group 1

Weaknesses of the Community	Weaknesses of the Organization
Lack of retail commerce	Personnel resources
Limited growth opportunity with annexation and ETJ	Budget limitations
Fragmented – east/west, rural/urban	Conflicting priorities
Location	Rebate agreements with developers
Slow to respond to needs	Revenue limitations
Dependence on social media for information	Reactive v proactive
Busy lifestyles	Perception of being growth-focused only
Needs on Saturdays and Sundays	Lack of robust social media presence
	Lack of weekend support services

Group 2

Weaknesses of the Community	Weaknesses of the Organization
Apathy and lack of involvement	Small staff
High expectations	Budget constraints
Growth	Lack of infrastructure
Lack of commercial	Uncharted territory and unknowns
No accountability -stray animals and trash	Outdated ordinances
Spread of misinformation on social media	

Group 3

Weaknesses of the Community	Weaknesses of the Organization
Fear of change	Small size of staff
Keyboard warriors on social media	Lack of an approved staffing plan
Feeling of entitlement	No HR department
Preconceived biases	Lack of traditional city services
Knowledge gaps	Lack of youth and community events
Lack of affordable housing	Behind the growth curve
Lack of candidate pool.	Long council meetings
	Seeming lack of trust from council to staff

Group 4

Weaknesses of the Community	Weaknesses of the Organization
Meetings attendance	Lack of staff resources
Voter apathy	Developer rebates
Social media	Communication

Lack of concern	Notification
Understanding of the form of government	Transition from small to larger organization
Satisfied with status quo	Desire to stay in comfort zone
Division of city by highway 288	

Key Strategic Focus Areas

All the weaknesses identified were then categorized into the four key strategic focus areas.

- **Strategic Focus Area 1 – Community**
- **Strategic Focus Area 2 – Economic Development**
- **Strategic Focus Area 3 – Communication**
- **Strategic Focus Area 4 – Organizational Development**

Weaknesses Categorized within the four Key Strategic Focus Area

The weaknesses were reviewed and categorized into the four Strategic Focus Areas as follows.

- **Strategic Focus Area 1 – Community**
 - Citizens have weekend needs that are not being met.
 - Community of busy people.
 - Lack of community events.
 - A fragmented community – east/west and rural/suburban.
 - Resistance to change.
 - Apathy
 - Voter turnout.
 - Council attendance and participation.
 - Lack of concern and understanding of local government.
- **Strategic Focus Area 2 – Economic Development**
 - Lack of commercial/retail and restaurants.
 - Limited growth ability (ETJ).
 - Lack of affordable housing.
 - No EDC or MDD.
 - Limitation of ability to collect additional sales tax.
- **Strategic Focus Area 3 – Communication**
 - Using social media for news/misinformation.
 - Keyboard warriors.
 - Lack of knowledge and understanding of city government.
 - Resistance to change.
 - Spread of misinformation.
 - Notification system updates (emails/texts)

- Perception of only growth oriented.
- **Strategic Focus Area 4 – Organizational Development**
 - Lack of staff.
 - No staffing plan.
 - Need for HR department.
 - Sometimes seen as a 2nd chance organization.
 - Developer rebates.
 - Need for technology transition and updates.
 - Lack of full city services.
 - No weekend city services.
 - Charting uncharted territory.
 - Limited understanding of new council members and citizens.
 - Outdated ordinances.
 - Conflicting priorities

Opportunities

The Council and staff then began to review the weaknesses and identified a series of opportunities. These are then converted into strategies, goals and objectives designed to address those weaknesses within each of the focus areas.

- **Strategic Focus Area 1 – Community**
 - Establish a community outreach program to improve citizen information, knowledge, and understand citizens’ needs.
 - Host or promote others to host city-wide events to bring the entire community together.
 - Explore opportunities for hosting town hall/listening sessions.
 - Identify neutral locations for such events.
 - Host coffee chats, virtual sessions, meet & greets with council.
 - Establish an automated and targeted communication system with POA, management companies, residents and businesses.
 - Highlight historical aspects of the community.
 - Explore opportunities to rent the old city hall site for community or other purposes.
 - Ensure full utilization of exiting public spaces.
 - Irrigate playing fields at city park.
 - Plan for lights and concessions at ballpark.
 - Establish a program for voter education.
 - Improve council meeting efficiencies.
- **Strategic Focus Area 2 – Economic Development**
 - Establish incentive (not rebate) programs for economic development.
 - Promote opportunities to increase sales tax revenue.
 - Utilize development agreements to attract desired businesses.

- Pursue establishment of a Municipal Management District (MDD).
 - Discontinue the use of developer rebates.
 - Establish an economic development council.
 - Add multifamily housing that adheres to zoning and development agreements.
 - Pursue interlocal agreements with neighboring cities.
 - Promote the creation of a local chamber of commerce.
 - Continue to increase availability of city services to attract high quality growth.
 - Continue willful annexation program.
- **Strategic Focus Area 3 – Communication**
 - Establish a public relations/communications department.
 - Explore opportunity to hire/appoint a Public Information Officer (PIO).
 - Prepare a communication plan.
 - Establish a public relations information/dissemination program.
 - Utilize social media platforms appropriately.
 - Expand use of QR codes for specialized information.
 - Ensure referral of issues to appropriate agencies.
 - Explore the use of billboards to leverage opportunity to provide information.
 - Conduct a citywide citizen and business surveys to gauge citizen priorities.
- **Strategic Focus Area 4 – Organizational Development**
 - Prepare a staffing growth plan.
 - Hire Executive Assistant/Assistant City Manager/Planner/Economic Developer.
 - Establish a human resources program.
 - Explore appointing/hiring a HR professional.
 - Onboarding of new personnel.
 - Establish stands for job descriptions, applicants, recruitment.
 - Improve overall training program for Council members and staff
 - Establish a new Council member orientation.
 - Pursue grant opportunities
 - For training.
 - For new positions.
 - Update technology to anticipate AI usage.
 - Pursue interlocal agreements with other entities to share services and resolve issues.
 - Expand web-based services (bill pay, etc.).
 - Conduct a city service needs and priorities analysis.
 - Update outdated ordinances.
 - Establish a temporary ordinance review board.

Threats.

Finally, the Council and staff identified threats that would keep them from accomplishing the initiatives, goals and objectives that have been identified.

- Budget constraints.
- Limitations on staffing levels.
- Lack of resources.
- Natural disasters.
- Downturn in economy.
- Lack of community buy-in.
- Political power struggles.
- Civil unrest.
- Adverse legislation.
- Lack of proper planning.
- Lack of synergy.
- Diverging priorities.
- Overreaching beyond our abilities to perform (being too aggressive).
- Overburdening staff.
- Burnout.
- Loss of experienced people (brain drain).

City Staff Implementation Sessions

August 15, 2024

On TBD, the facilitator met with the City Manager and Executive Staff to review the outcomes of the planning session and to determine next steps for the development of the implementation plan.

Implementation Plan Process. The staff reviewed the implementation portion of the planning process and revised the Implementation Plan. During the discussions, a staff member was assigned as the team facilitator for the development of the implementation plan for each strategic focus area. The group worked together to develop action steps, with proposed timelines. At the end of the day, a draft implementation plan had been established. The implementation plan is a separate document.

Reporting

Finally, staff reviewed reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Administrator informed, and providing regular reports to the Council on the status of the implementation

of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
 - Receives periodic updates regarding various projects related to the strategic plan.
 - Receives formal status reports, including an annual report from staff to the Council.
- **City Manager**
 - City Manager receives regular updates from staff at regular staff meetings on progress of assignments.

Council Approval

September 9, 2024

On September 9, 2024 the Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

Conclusion

The Mayor, Council, and staff of the City of Iowa Colony worked through a governance and planning process that allowed the Council to create a governance model and identify and expand strategies for moving the city forward. The process brought the staff leadership and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



Strategic Plan 2025

**Council Governance Session
and
Council/Staff Planning Retreat**

June 14, 2024

**Adopted
TBD**

**Prepared and Facilitated
By
Ron Cox Consulting**

Vision Statement (2023)

**The City of Iowa Colony will be an
engaging, safe, full-service, state of the art city.**

Key Vision Elements 2022

- **The city is a full-service city providing all the traditional services a city normally provides.**
- **The city has mixed development to meet the needs of all who live and want to live within the city. Mixed development includes a combination of single family housing, multi-family housing, affordable housing, retail, big-box retail, and specialty shops, with a wide variety of uses and services.**
- **A diversity of rural and suburban mix within the city.**
- **A “State of the Art” city.**
- **A city above the rest.**
- **A safe city.**
- **A city that invests in its youth and citizens of all ages.**
- **A city that works with public and private partners to improve the quality of life for its citizens.**
- **A city that engages the community.**
- **A city providing opportunity for connectivity throughout.**

Mission Statement (2023)

The Mission of the City of Iowa Colony and its staff is to continually improve the quality of life by:

- **Creating and providing infrastructure to the extent the city can provide its own services to citizens.**
- **Promoting economic development.**
- **Being responsive to service requests.**
- **Displaying professionalism in all cases.**
- **Providing adequate staff to provide the services.**
- **Being fiscally responsible.**

Mission Elements

- **Creating and providing infrastructure to the extent the city can provide its own services to citizens.**
- **Promoting economic development.**
- **Responsive to service requests.**
- **Displaying professionalism in all cases.**
- **Providing adequate staff to provide the services.**
- **Being fiscally responsible.**

Guiding Principles (Comprehensive Plan)

- **Quality of Life**. Protect and promote a quality of life for our citizens that maintains and promotes the rural small town feel of the community.
- **Transportation**. Ensure a transportation system where people can travel safely and efficiently throughout the community and beyond.
- **Goods and Services**. Promote the provision of goods and services for our citizens.
- **Governance**. Ensure the highest level of governance, through elected officials, board and commissions members, and employees.
- **Safe Community**. Provide a safe environment for citizens of all ages.
- **Municipal Services**. Provide municipal services and infrastructure that promotes the health, safety, welfare, and quality of life for our community.

City Motto 2024

A City Above the Rest!

City of Iowa Colony

Council

Leadership Philosophy

The Council of the City of Iowa Colony will lead by...

- **With honesty and integrity.**
- **With transparency.**
- **By listening first.**
- **By being visible in the community.**
- **By being responsive to the needs of the community and its citizens.**
- **With confidentiality.**
- **By looking at issues globally - not myopically – how a decision affects all.**
- **With an open mind.**
- **By confessing your mistakes to others.**
- **By being fiscally responsible – not wasteful; diligent, discerning.**
- **By setting the example**
 - **Hard on issues; soft on people.**
 - **Speaking person to person on issues (not on Facebook).**
 -
- **By focusing on the good – what is good for Iowa Colony**
- **Listen, learn, understand, and then respond.**
- **Providing facts and accurate information.**
- **Focusing on the good and pursuing the best interests of the entire city.**
- **By building trust.**
- **Do not assume motives based on what individual council members may say or ask.**

City of Iowa Colony

Council

Communication Philosophy

The Council of the City of Iowa Colony will communicate by...

- **By listening first.**
- **By being available.**
- **Treating everyone with respect.**
- **Conveying the message that everyone is equally important.**
- **Enjoying our job and having fun.**
- **Being genuine – be yourself.**
- **By being cooperative with others.**
- **Having an attitude of agreeing to disagree, without being disagreeable.**
- **Speak with respect and humility.**
- **Listen with understanding and compassion.**
- **By having an open-line with everyone.**
- **Focus on Council to staff communication.**
- **Do not interrupt until the speaker completes their thought or point.**
- **Have the candor to make your best judgement.**

City of Iowa Colony

Council and Staff

Expectations

Council expects the following of each other...

- **To be amicable in all respects.**
- **To be open-minded and honest.**
- **To be cordial.**
- **Responsive.**
- **Ask why. Tell why.**
- **For all to participate.**
- **To follow procedures, decorum and protocols.**
- **To project the culture we expect in all circumstances.**
- **Be transparent with each other, with no hidden agendas.**
- **Everyone must be committed and dedicated to their role.**
- **Be prepared.**

City of Iowa Colony

Council and Staff

Expectations

Council expects the following of staff...

- **Do your jobs for the citizens' sake.**
- **Have a customer service mindset.**
- **Be the face of the city.**
 - **Friendly.**
 - **Competent**
 - **Knowledgeable.**
 - **Efficient.**
- **To be trained - invest in professional and continual training for all employees.**
- **To have the proper compensation (investment).**
- **To respect the Chain-of-command throughout the organization.**
- **Be comfortable displaying candor and transparency.**
- **Be comfortable suggesting and recommending changes to policies and procedures when needed.**

City of Iowa Colony

Council and Staff

Expectations

The staff of the City of Iowa Colony expects the following of the Mayor and City Council (as stated by the City Council ...

- **To be deliberate and fair in dealings with the staff and issues.**
- **To take care of the staff – fair compensation, benefits and training.**
- **To know who they are.**
- **Do not take advantage of the staff.**
- **Be nice.**
- **Follow the Chain-of-command.**
- **Be respectful.**
- **Be appreciative.**
- **Have confidence in them.**
- **Do not take the staff for granted.**
- **Provide them the resources to do their work.**

Strategic Focus Area

1.0 Community

Initiatives

- 1.1 Establish a community outreach program to improve citizen information, knowledge, and understand citizens' needs.
 - 1.1.1 Host or promote others to host city-wide events to bring the entire community together.
 - 1.1.2 Explore opportunities for hosting town hall/listening sessions.
 - 1.1.2.1 Identify neutral locations for such events.
 - 1.1.2.2 Host coffee chats, virtual sessions, meet & greets with council.
 - 1.1.3 Establish an automated and targeted communication system with POA, management companies, residents and businesses.
 - 1.1.4 Highlight historical aspects of the community.
- 1.2 Explore opportunities to rent the old city hall site for community or other purposes.
- 1.3 Ensure full utilization of exiting public spaces.
 - 1.3.1 Irrigate playing fields at city park.
 - 1.3.2 Plan for lights and concessions at ballpark.
- 1.4 Establish a program for voter education.
- 1.5 Improve council meeting efficiencies.

Strategic Focus Area

2.0 Economic Development

Initiatives

- 2.1 Establish incentive (not rebate) programs for economic development.
 - 2.1.1 Utilize development agreements to attract desired businesses.
 - 2.1.2 Pursue establishment of a Municipal Development District (MDD).
 - 2.1.3 Determine applicability of the use of developer rebates on a case-by-case basis.
- 2.2 Promote opportunities to increase sales tax revenue.
- 2.3 Establish an economic development council.
- 2.4 Add multifamily housing that adheres to zoning and development agreements.
- 2.5 Pursue interlocal agreements with neighboring cities.
- 2.6 Promote the creation of a local chamber of commerce.
- 2.7 Continue to increase availability of city services to attract high quality growth.
- 2.8 Continue willful annexation program.

Strategic Focus Area

3.0 Communication

Initiatives

- 3.1 Establish a public relations/communications department.
 - 3.1.1 Explore opportunity to hire/appoint a Public Information Officer (PIO).
 - 3.1.2 Prepare a communication plan.
 - 3.1.3 Establish a public relations information/dissemination program.
 - 3.1.4 Utilize social media platforms appropriately.
 - 3.1.5 Expand use of QR codes for specialized information.
 - 3.1.6 Ensure referral of issues to appropriate agencies.
 - 3.1.7 Explore the use of billboards to leverage opportunity to provide information.
 - 3.1.8 Explore opportunities for videos to promote city services and opportunities.
- 3.2 Conduct a citywide citizen and business surveys to gauge citizen priorities.

Strategic Focus Area

4.0 Organizational Development

Initiatives

- 4.1 Prepare a staffing growth plan.
 - 4.1.1 Hire Executive Assistant/Assistant City Manager/Planner/Economic Developer.
- 4.2 Establish a human resources program.
 - 4.2.1 Explore appointing/hiring a HR professional.
 - 4.2.2 Onboarding of new personnel.
 - 4.2.3 Establish standards for job descriptions, applicants, recruitment.
 - 4.2.4 Improve overall training program for Council members and staff
 - 4.2.4.1 Establish a new Council member orientation.
- 4.3 Pursue grant opportunities
 - 4.3.1 For training.
 - 4.3.2 For new positions.
- 4.4 Update technology to anticipate AI usage.
- 4.5 Pursue interlocal agreements with other entities to share services and resolve issues.
- 4.6 Expand web-based services (bill pay, etc.).
- 4.7 Conduct a city service needs and priorities analysis.
- 4.8 Update outdated ordinances.
 - 4.8.1 Establish an Ad Hoc ordinance review board.



CITY OF IOWA COLONY

Implementation Plan for the 2022 Strategic Plan

1.0 Future Land Use

Goals	Objectives	Action Steps	Partners	Timeline	Lead
1.1 Update Zoning Ordinance to reflect goals of Comp Plan.	1.1.1 Review type or basis of zoning applications to determine which is most advantageous to Iowa Colony.		Consultant	FY 23-24	CM, City Engineer,
1.2 Update the Land Use and Zoning Map to reflect the current growth within the city and planned growth for the ETJ.	1.2.1 Identify regional facilities locations – WWTP, Parks.			FY 23-24	
	1.2.1 Develop locations for a college presence inside the city.				
	1.2.3 Work with AISD to identify possible school sites.				
1.3 Review Comp Plan every five years (2024).			Consultant	FY 24	
1.4 Coordinate/exchange ETJ territory with adjoining cities to establish a better-defined boundary.				Ongoing	
1.5 Prepare guidelines for negotiating development agreements to further encourage implementation of Comp Plan elements.				FY 23-24	
1.6 Seek opportunities to establish a health care presence within the city.				FY 25	

2.0 Thoroughfares

Goals	Objectives	Action Steps	Partners	Timeline	Lead
2.1 Review Thoroughfare Plan annually.	2.1.1 Expand Thoroughfare Plan to include all forms of transportation including bike lanes, trails, pedestrian safety features, new technologies. (Mobility Plan)		Cities and County	Ongoing	CM, CE, PW
	2.1.2 Submit reviewed, revised Thoroughfare Plan to area agencies for coordination and implementation.				
	2.1.3 Review Thoroughfare Plan of adjacent cities, and Brazoria County annually.				
	2.1.4 Continue to review Thoroughfare Plan of adjacent cities, and Brazoria County annually.				
	2.1.5 Submit reviewed, revised Thoroughfare Plan to area agencies for coordination and implementation.				
2.2 Establish an overall capital plan for thoroughfare improvements.	2.2.1 Establish a plan for traffic control devices with estimated time frame for implementation.				
	2.2.2 Coordinate with TxDOT and Brazoria County Toll Road Authority to meet traffic needs on Highway 288.				
	2.2.3 Plan for city financial participation in city road improvements.				
	2.2.4 Review and make recommendations for a road impact fee.				

3.0 Civic Facilities

Goals	Objectives	Action Steps	Partners	Timeline	Lead
3.1 Seek out opportunities for public/private to partnerships with other entities to create distinct places.					CM, CE, PW
3.2 Establish architectural design guidelines for city-initiated projects.					Building Official
3.3 Prepare concept plan for city hall and park complex (Government Center).			Consultants	Ongoing	
3.4 Prepare a Facilities Master Plan.	3.4.1 Identify needs and timing for major facilities – public works, service center, city hall, etc.	3.4.1.1 Public Works Facility			Staff
		3.4.1.2 Service Center			
		3.4.1.3 City Hall			
		3.4.1.4 Animal Adoption Facility.			
		3.4.1.5 Multi-purpose facility			
		3.4.1.6 Library			
		3.4.2.8 Post Office			
		3.4.1.9 County Annex			
		3.4.1.10 Repurpose existing City Hall			

4.0 Parks & Open Space

Goals	Objectives	Action Steps	Partners	Timeline	Lead
4.1 Prepare a Parks Master Plan that meets TP&W guidelines.	4.1.1 Study the feasibility and make recommendations for the following.		Consultant	FY 23	CM, CE, PW
	4.1.2 Amphitheater for large venues				
	4.1.3 Disc golf				
	4.1.4 Recreation Center.				
	4.1.5 Dog parks.				
	4.1.6 Picnic pavilion.				
	4.1.7 Inclusive/accessible park.				
	4.1.8 Adventure playground				
	4.1.9 Review Parks and Opens Space master plans on bi-annual basis.				
	4.1.10 Co-locate parks and detention facilities whenever possible.				
4.2 Prepare a city limit and ETJ-wide master pedestrian and trail master plan.	4.2.1 Utilize bayous as trail corridors.				
4.3 Complete the next phase of Iowa Colony City Park at Meridiana.				FY 25	
4.4 Review Dark Sky ordinance for applicability				FY 24	CM

5.0 Drainage

Goals	Objectives	Action Steps	Partners	Timeline	Lead
5.1 Continue development of the Comprehensive Master Drainage Plan.	5.1.1 Development Drainage Plan CIP.		Consultants	Ongoing	CE
5.2 Update flood damage control ordinance.	5.2.1 County to update drainage criteria, first.				
5.4 Coordinate with local drainage districts on policies and projects.	5.4.1 Contact local drainage districts for meeting.				

6.0 Water & Wastewater

Goals	Objectives	Action Steps	Partners	Timeline	Lead
6.1 Develop a comprehensive Water and Wastewater Master Plan.	6.1.1 Develop a water and wastewater capital improvements plan.			Completed	CE
	6.1.2 Plan for future surface water supply alternatives.				
	6.1.3 Design for new technologies to ensure a high quality of water and wastewater.				
	6.1.4 Establish a plan for elevated storage for the city				
6.2 Prepare a water model for a city-wide regional water and wastewater system.				FY 23-24	CE
6.3 Transition ownership and operation of MUD facilities to City in order to create a public water and wastewater system and extend to other parts of the city.				Ongoing	CM, CE
6.4 Prepare a plan for wastewater re-use.				FY 24	PW, CE
6.5 Ensure backup power systems for outages.				FY 23	PD, FM
6.6 Identify locations for a regional wastewater treatment plant.				FY ??	PW, CE

7.0 Organizational Structure/Services

Goals	Objectives	Action Steps	Partners	Timeline	Lead
7.1 Prepare staffing plan keyed to growth milestones.	7.1.1 Prepare police department plan based on proactive principles – by population.			FY 22-23	CM, HR
	7.1.2 Review and establish recommendations on bring contract.				All staff
7.2 Continue to seek opportunity for a municipal broadband fiber network.				Ongoing	CM, CE, PW
7.3 Secure city-wide trash collection services.				FY 23-24	CM, PW
7.4 Establish fire-protection training program for residents.				FY 22-23	FM
7.5 Establish a Citizens Academy addressing all department services.					PD
7.6 Establish a standardized on-boarding process for new employees.				FY 22-23	HR
7.7 Complete the MuniCode project.				FY 22-23	CS

Strategic Focus Area

1.0 Community

Goals

1.1 Establish a community outreach program to improve citizen information, knowledge, and understand citizens' needs.

1.2 Explore opportunities to rent the old city hall site for community or other purposes.

1.3 Ensure full utilization of existing public spaces.

1.4 Establish a program for voter education.

1.5 Improve council meeting efficiencies.

2.0 Economic Development

2.1 Establish incentive (not rebate) programs for economic development.

2.2 Promote opportunities to increase sales tax revenue.

2.3 Establish an economic development council.

2.4 Add multifamily housing that adheres to zoning and development agreements.

2.5 Pursue interlocal agreements with neighboring cities.

2.6 Promote the creation of a local chamber of commerce.

2.7 Continue to increase availability of city services to attract high quality growth.

2.8 Continue willful annexation program.

3.0 Communication

3.1 Establish a public relations/communications department.

3.2 Conduct a citywide citizen and business surveys to gauge citizen priorities.

4.0 Organizational Development

4.1 Prepare a staffing growth plan.

4.2 Establish a human resources program.

4.3 Pursue grant opportunities

4.4 Update technology to anticipate AI usage.

4.5 Pursue interlocal agreements with other entities to share services and resolve issues.

4.6 Expand web-based services (bill pay, etc.).

4.7 Conduct a city service needs and priorities analysis.

4.8 Update outdated ordinances.

Objectives

Action Steps

1.1.1 Host or promote others to host city-wide events to bring the entire community together.

1.1.1.1 Meet with promoters of 5K running event to determine objectives and city's participation.

1.1.1.2 Solicit input from businesses and residents on possible community wide events

1.1.2 Explore opportunities for hosting town hall/listening sessions.

1.1.2.1 Identify neutral locations for such events.

1.1.2.2 Host coffee chats, virtual sessions, meet & greets with council.

1.1.2.3 Determine subject matter for such events

1.1.3 Establish an automated and targeted communication system with POA, management companies, residents and businesses.

1.1.3.1 Utilize mass communication system to create distribution groups for info notifications.

1.1.4 Highlight historical aspects of the community.

1.1.4.1 Utilize the historical committee to determine and distribute information.

1.2.1 Determine feasibility of allowing public use of facility

1.2.2 Make report to Council on feasibility.

1.3.1 Irrigate playing fields at city park.

1.3.1.1 Determine existing coverage and gaps and make recommendations through budgeting.

1.3.2 Plan for lights and concessions at ballpark.

1.3.2.1 Continue conversations with Lions Club for lighting.

1.3.2.2 Determine feasibility and budgeting for concessions

1.3.3 Plan for temporary and then permanent surfacing for parking at ball park.

1.4.1 Continue to provide and improve on information on the website on voter registration, polling places and times and dates.

1.5.1 Review Rules of Procedure to improve efficiencies in meetings.

2.1.1 Identify incentive programs available.

2.1.2 Identify priorities for needed services and how incentive policies apply.

2.1.3 Utilize development agreements to attract desired businesses.

2.1.4 Pursue establishment of a Municipal Development District (MDD).

2.1.5 Determine applicability of the use of developer rebates on a case by case basis..

2.2.1 Determine targeted retail needs.

2.2.2 Determine incentives for attracting targeted retail.

2.2.3 Promote shop local.

2.3.1 Determine makeup of Board and identify their scope of work.

2.3.2 Council establish policy for Board appointments and responsibility.

2.3.3 Council appoints Board.

2.4.1 Identify needs for multi-family housing in the community.

2.4.2 Establish policies to allow on a case by case basis.

2.5.1 Identify opportunities and common threads for interlocal agreements with neighboring cities.

2.6.1 Help the business community study the options of creating a separate or joining a regional chamber of commerce.

2.7.1 Identify service levels needed through the staffing growth planning process.

3.1.1 Explore opportunity to hire/appoint a Public Information Officer (PIO).

3.1.2 Prepare a communication plan.

3.1.3 Establish a public relations information/dissemination program.

3.1.4 Utilize social media platforms appropriately.

3.1.5 Expand use of QR codes for specialized information.

3.1.6 Ensure referral of issues to appropriate agencies.

3.1.7 Explore the use of billboards to leverage opportunity to provide information.

3.1.8 Explore opportunities for videos to promote city services and opportunities.

3.2.1 Identify and budget for citywide survey consultants.

3.2.2 Identify questions, timeline and issues for survey.

4.1.1 Conduct salary survey.

4.2.2 Determine additional positions to be funded.

4.2.2.1 Hire Executive Assistant/Assistant City Manager/Planner/Economic Developer, or other positions as prioritized in staffing growth plan.

4.2.1 Explore appointing/hiring a HR professional.

4.2.2 Onboarding of new personnel.

4.2.3 Establish standards for job descriptions, applicants, recruitment.

4.2.4 Improve overall training program for Council members and staff

4.2.4.1 Establish a new Council member orientation.

4.2.4.2 Encourage use of training of Council members, Board members, and staff.

4.3.1 For training.

4.3.1.1 Utilize TML scholarship program for interns/part time positions.

4.3.2 For new positions.

4.4.1 Utilize opportunities for development of AI on the website to make it more user friendly.

4.4.2 Establish policies on the use of AI.

4.5.1 Identify possible shared services and identify cities where sharing can occur.

4.6.1 Identify services to provide and add as appropriate.

4.7.1 Determine gaps in service hours and types.

4.7.2 Set out plan for closing gaps including web-based services.

4.8.1 Establish a Ad Hoc ordinance review board.

4.8.1.1 Identify ordinances to be updated.

4.8.1.2 Identify scope and role of the review board.

4.8.1.3 Make appointments to board.

Partners

Timeline

FY 26

FY 24

FY 25

FY 25

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FY 26

Lead

P&R Advisory Board

CSO

PD, IT

Historical Committee

Public Works

P&R Advisory Board

CSO

CA

CM

CM

CM

Planner

CM

CM

Staff

Planner

ACM

Planner

HR

HR

Staff

IT

Staff

IT

HR

CA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING IOWA COLONY, TEXAS CODE OF ORDINANCES, APPENDIX A “ZONING ORDINANCE”, ARTICLE 1 “GENERAL PROVISIONS” SECTION 3 “NEWLY ANNEXED AREAS” TO PROVIDE THAT NEWLY ANNEXED AREAS SUBJECT TO A DEVELOPMENT AGREEMENT WILL AUTOMATICALLY BE DESIGNATED AS A PLANNED UNIT DEVELOPMENT; AND CONTAINING RELATED PROVISIONS

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. Findings

That the City Council of the City of Iowa Colony, Texas, (“the City”) makes the following findings of fact:

- a. 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 Chapter 211, Texas Local Government Code, and the Zoning Ordinance.
- b. 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.
- c. Before the City Council hearing on this zoning action, the Planning and Zoning Commission made a recommendation to the City Council on this zoning action.
- d. The City Council is of the opinion that this zoning action is consistent with the purposes, goals, objectives, and standards of the Comprehensive Plan of the City.
- e. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption and the passage of this ordinance.
- f. All requirements of law concerning this zoning action have been satisfied.

SECTION 2. That the Iowa Colony, Texas Code of Ordinances, Appendix A “Zoning Ordinance” Article 1. “General Provisions” Section 3 “Newly Annexed Areas” is hereby amended to read as follows:

Sec. 3. - Newly annexed areas.

(a) *Zoning annexed areas.* Within 60 days following the annexation of territory into the city, the city council shall initiate proceedings to establish permanent zoning classifications for all such newly annexed territory, except as otherwise specified in paragraph (d) below. Pending completion of such proceedings, such territory shall be classified as District SFR Single-Family Residential. Such temporary zoning classification shall remain in effect only until such time as the city council establishes the permanent zoning classification, following procedures required by Chapter 211, Texas Local Government Code, and the Zoning Ordinance.

SECTION 3. That the Iowa Colony, Texas Code of Ordinances, Appendix A “Zoning Ordinance” Article 1. “General Provisions” Section 3 “Newly Annexed Areas” is hereby amended to add the following:

Sec. 3. - Newly annexed areas.

(d) *Development Agreement.* Newly annexed areas subject to a development agreement will automatically be classified as a planned unit development (PUD).

SECTION 4. 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 5. This ordinance shall be effective immediately upon its passage and approval.

SECTION 6. 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.

READ, PASSED AND ADOPTED ON 9TH DAY OF SEPTEMBER 2024.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony, TX

AMI Water Meter Conversion – Phase 2

Exhibit B – Project Schedule



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 22, 2024*

Project Step	Timeline
Council Approval	9/9/24
Order Equipment	9/10/24 – 9/20/24
Tower Lead Time and Install	9/21/24 – 1/29/25
Water Meter Lead Time	9/21/24 – 1/15/25
Water Meter Installation	1/29/25 – 5/20/25
Final Commissioning and Punch List	5/20/25 – 6/10/25



JOB ORDER CONTRACT

This JOB ORDER CONTRACT (the "Contract" or "Agreement") is made as of the 9th day of September, 2024, by and between **Performance Services of Texas, Inc.** ("PSI") and **City of Iowa Colony** ("Owner"), concerning the following:

Owner: City of Iowa Colony
3144 Meridiana Pkwy.,
Iowa Colony, Texas 77583

**Qualified Provider/
Contractor:** Performance Services of Texas, Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Project: TX City of Iowa Colony PC 02U
TIPS JOC No. 181101

Scope of Work: PSI proposes to provide project management services associated with implementation of an Advanced Metering Infrastructure System and the installation of Smart Water Meters for Owner, as described in the Scope of Work, dated August 22, 2024, and attached hereto as **Exhibit A** (the "Scope of Work").

PSI shall cause the project to be delivered in accordance with the Scope of Work.

Contract Price: Two Million Thirty-Four Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$2,034,955.00)

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Scope of Work
"B": Project Schedule

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Texas.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

CITY OF IOWA COLONY

PERFORMANCE SERVICES, INC.

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All work and equipment must meet any applicable City minimum public infrastructure requirements. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.

2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written, and mutually agreed upon modifications, addenda, amendments, scope modifications or additions to this Contract after its execution; and (3) the Scope of Work. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.

3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract. PSI must provide the Owner with a timely notice of any and all request for information and services, in an effort to provide sufficient time for action or a response by the Owner, as not to delay the project.

4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within thirty (30) days of execution of the Contract, Owner shall pay to PSI five percent (5%) of the Contract Price as a mobilization fee. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments, within thirty (30) day of receipt of invoice for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. There shall be no retainage withheld from monthly



progress payments. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete and accepted by the Owner, in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Project retainage shall be due 30 days after the punch list items are completed. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. All meter installation work must be performed within a public utility easement, a prescriptive easement, or within only the areas where the existing equipment and appurtenance are installed, unless otherwise authorized by the Owner. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.

6. **SCHEDULE & FORCE MAJEURE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.

7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract and the Owner's infrastructure standards. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). Any additional extended warranty shall be governed by the terms of the Exhibits. THIS WARRANTY IS IN ADDITION TO ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work or equipment. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.



Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI, and mutually accepted by the Owner, for any increased costs.
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of twelve percent (12%) for overhead and an allowance of six percent (6%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall secure the building permit and other permits and governmental, licenses, and inspections necessary for proper execution. All Owner required permit fees shall be waived, however PSI will be responsible for any other applicable governmental fees. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the



Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information, as necessary and required to deliver the Scope or Work, and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) To the extent available surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (3) A legal description of the site; (4) To the extent available, as-built and record drawings of any existing structures at the Site; and (5) any other mutually agreed upon services and information.
14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course;; (iii) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (iv) it is the owner of the site; and, (v) all tap in, connection and other types of fees and charges have been fully paid.
15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.
16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other contractors or arising outside the scope of this Contract.
17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent, unless site remains unabated for a period greater than 10 days.
18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals



deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.

- 20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

- 21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to Owner's property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon its property and premises (other than the Work itself).
- 22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved)



for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

Notwithstanding anything to the contrary in the Contract or otherwise, these Bonds shall not guarantee or secure any of the Contract obligations that concern: (1) any guarantees or warranties with a term beyond one (1) year from the date of completion of the installation portion of the Contract; (2) any efficiency or energy savings guarantees without regard to the term of such guarantee obligations; and (3) any support or maintenance service agreements or obligations related to the Contract.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: Robert Hemminger
Title: City Manager
Address: 3144 Meridiana Pkwy., Iowa Colony, TX 77583
Phone: (362) 395-4559
Email: rhemminger@iowacolonytx.gov

Owner's Representative, or their designee, shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative, or their designee, shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Joe Muldoon
Title: Vice President
Address: 801 E. Old Settlers Blvd, Suite 100, Round Rock, TX 78664
Phone: (317) 713-1750
Fax: (317) 713-1751
Email: jmuldoon@performanceservices.com

26. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI



and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Neither party may institute litigation under this Contract unless mediation has occurred, or good faith efforts to engage in mediation have occurred. The costs of mediation shall be borne equally by both parties. Any litigation shall be conducted in Brazoria County and shall be governed by Texas law.

27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys’ fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI’s officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys’ fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner’s separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

28. **EVENTS OF DEFAULT.**

- (a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one or more of the following events: (i) Owner fails to make any payment, for an undisputed invoice, as it becomes due in accordance with the terms of this Contract, and any such failure continues for fourteen (14) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.
- (b) By PSI. The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI’s failure to perform its obligations in the manner and within the time prescribed by the provisions of Paragraph No. 6; or (ii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract.



In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.

30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:
- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMIITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.
32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above..
35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such prevision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Texas. Venue and forum for any action or proceeding shall be in a court of competent jurisdiction in Brazoria County.



38. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time, Owner agrees to grant PSI remote access as necessary for the completion of the Scope of Work:
39. **PROHIBITION OF BOYCOTT ISREAL.** PSI verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
40. **PROBIBITION OF WORKING WITH TERRORIST ORGANIZATIONS.** In accordance with Chapter 2252 of the Texas Government Code, (a) PSI does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) PSI is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

END OF DOCUMENT

Iowa Colony, TX AMI Water Meter Conversion - Phase 2 Exhibit A



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 22, 2024*

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EXHIBIT A

Scope of Work



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 22, 2024*

Exhibit A to the installation contract contains scope items that are intended to provide increased reliability, safety, and compliance to the operation of the water services provided by the City of Iowa Colony. The following table represents the UCRMs that are included in the scope of work.

Table 1: UCRM Matrix

Utility Cost Reduction Measures		
UCRM #	Building/Site	Water Meters w/ AMI
1	Residential and Commercial Customers	◆

Project scope of work specifics follow:

UCRM-1: Water Meters w/AMI (\$2,034,955)

This measure considers replacement of the existing residential and commercial water supply meters. The current water meters in use are manually read. The new metering system will be a fixed-based Advanced Metering Infrastructure. In addition to the replacement of the current water meters, PSI will provide and install 2 monopole towers (1 – 100’, 1 – 150’) for the communication infrastructure. Benefits include:

- Accurate flow measurements at extended-low, low, medium and high flows
- Automated Water Meter Reading
- No moving parts
- 20-year accuracy warranty
- Accurate customer billings

This measure includes replacing the following quantity and size of water meters:

Size	Quantity
5/8"	1,455
1"	491
1.5"	3
2"	39
3"	0
4"	1
6"	3
8"	1
Total	1,993

- All material made obsolete during this work will be disposed of according to state and local requirements.

- Scope includes furnishing the following spare water meters:
 - 20 – 5/8" x 3/4" water meters w/ communication endpoints
- Up to 200 Meter Box Replacements
- All meter boxes for meters up to 2" will have new meter lids
- Location for the 2 monopole towers
 - 1017 Davenport Pkwy
 - 12902 County Road 48
- Tower locations have been agreed to by the City of Iowa Colony

Owner Project Scope

The following project related items are the Owner's responsibility to address as part of this project

- The City of Iowa Colony will secure access to the locations for communication towers and provide PSI access for installation of the towers.

Solid State Water Meters:

Ultrasonic meters use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information such as, rate of flow and reverse flow indication as well as data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Solid state technology meter features:

- Extended low-flow rate lower as compared to a typical positive displacement meters, allowing for very low water flows to accurately be measured
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

Solid state technology meters comply with applicable portions of the 2018 revision of ANSI/AWWA Standard C-715 and C-710 for accuracy and pressure loss requirements. The meters are also NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

AMI - Advanced Metering Infrastructure

Advanced metering systems are comprised of state-of-the-art electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications. These systems enable measurement of detailed, time-based information and frequent collection and transmittal of such information to various parties. AMI or Advanced Metering Infrastructure typically refers to the full measurement and collection system that includes meters at the customer site, communication networks between the customer and a service provider, such as the City, and data reception and management systems that make the information available to the service provider.

For this project, AMI connects smart water meters to powerful analytic software tools, providing the ability for the City to optimize and improve utility bill management. Additionally, customer portals will allow water customers to manage and track their own water usage.

Features include:

- Customizable dashboards to deliver information in a format matched to your requirements
- Ability to set unique alert conditions to define and monitor exceptions
- Customer service tools, including a consumer engagement website and smart phone/tablet apps, enable access to individual customer information
- Secure, cloud-based – ISO 27001 certified and SOC 2 examined for security, availability and confidentiality
- Automatic software updates
- Built-in API's and data exchange modules support data transfer to utility billing, work order, inventory/asset management, Customer Relationship Management (CRM), Geographic Information Systems (GIS), and other legacy utility systems

Benefits include:

- Web-Based Software
- Custom Integrations
- Device and Meter Readings
- Consumption Profiles
- Multi-Site Visibility
- Multiple Users
- Dashboard to Show Status
- Integrated Mapping
- Immediate data of water utility system
- Allows for proactive customer engagement
- Eliminate need for full time meter readers
- Minimize resources used for billing
- AMI integration with billing system
- Minimize customer billing complaints
- Improved customer service
- Estimated meter readings will virtually be eliminated
- The City of Iowa Colony will be able to collect the information necessary to generate water billing statements with minimal visitation to customer properties
- Customers will be able to track and monitor their water usage via their smart device
- Information will be integrated for billing, outage management and water theft prevention
- Monthly water bill data will be significantly enhanced with more detailed information
- The City of Iowa Colony will be able to provide more information about outages and interruptions minimizing customer complaints and communication difficulties
- If a customer is moving, The City of Iowa Colony can read customer meters and provide a detailed bill as of the customer move date.

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS
AUTHORIZING THE CITY TO EXECUTE A PROMISSORY NOTE
PAYABLE TO FIRST SECURITY FINANCE, INCORPORATED
FOR THE FINANCING OF WATER METERS; AND APPROVING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the City of Iowa Colony, Texas (“City”) proposes to execute a promissory note (the “Note”), payable to First Security Finance, Inc. (“Lender”) to enable the City (1) to finance water meters, (2) to fund capitalized interest and (3) to pay costs of issuing the Note, in the maximum principal amount of \$2,157,855.25 and as security for the payment of the principal of and interest thereon, the City has agreed to pledge its ad valorem tax revenues;

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

SECTION 1. The City Council agrees that it is appropriate for the officers of the City to execute the Note for the purposes described above, in the maximum principal amount of \$2,157,855.25 and at an interest rate of 4.85%, subject to adjustment upon a Determination of Taxability as provided in the Note, and, in order to secure the principal of and interest on the Note, to pledge its ad valorem tax revenues. During the term of the Note, the City covenants that prior to adopting a budget for any ensuing fiscal year the City shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay all amounts payable under the Note for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from the City’s tax revenues and other revenues and funds lawfully available therefor an amount sufficient to pay all amounts payable under the Note. The City shall levy and agrees to assess and collect, a continuing direct annual limited tax on all taxable property within the boundaries of the City, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the City for the payment of all amounts payable under the Note, full allowance being made for delinquencies and costs of collection.

SECTION 2. Any one or more of the Authorized Officers of the City listed in Section 3 below is hereby authorized to execute, acknowledge, and deliver in the name and on behalf of the City to the Lender the Note, including all attachments and exhibits thereto; and the Note shall be in substantially the form presented at this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge, and deliver in the name and on behalf of the City any other agreement, instrument, certificate, representation, and document, and to take any other action as may be advisable, convenient, or necessary to enter into the Note, and the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

SECTION 3. For the purpose of this resolution, any one of the City Manager, Mayor or Mayor Pro Tem are “Authorized Officers” duly authorized to enter into the transaction and execute documents contemplated by this resolution in the name and on behalf of the City.

SECTION 4. This resolution will take effect and be in full force from and after its adoption by the City Council of the City.

SECTION 5. 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 THIS 9th DAY OF SEPTEMBER 2024.

CITY OF IOWA COLONY

Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

FACILITY CONVEYANCE AGREEMENT

This Facility Conveyance Agreement (the “Agreement”) is made and entered into as of the [REDACTED] day of September, 2024, (the “Effective Date”) by and among **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (“MUD 32”), and the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “City”).

RECITALS

MUD 32 has partial beneficial ownership of and currently participates in a joint water supply and distribution system and joint wastewater collection and treatment system with the City (collectively, the “Regional Facilities”) by virtue of the conveyance of water and wastewater facilities from Brazoria County Municipal Utility District No. 31 (“MUD 31”) to the City and a partial assignment of the Joint Facilities/Cost Sharing Agreement dated October 27, 2016 (“Joint Agreement”) from MUD 31 to the City, all pursuant to a Facility Conveyance Agreement between MUD 31, MUD 32, and the City dated March 11, 2024 (“Regional Facility Conveyance Agreement”).

The joint water supply and distribution system has the capacity to serve 3,265 equivalent single-family connection’s (“ESFC”) (the “Reserved Water Capacity”). The joint wastewater collection and treatment system has the capacity to serve 3,461 ESFCs (based on 260 gallons per day of wastewater flow per connection) (the “Reserved Wastewater Capacity”).

MUD 32 also owns an internal water supply and distribution system and wastewater collection and transportation system (the “Facilities”).

Pursuant to the Development Agreement by and among the City, Land Tejas Sterling Lakes South L.L.C., and McAlister Opportunity Fund 2012, L.P. effective February 15, 2016, MUD 32 is required to convey ownership and operation of the Facilities and its beneficial ownership in the Regional Facilities to the City upon six months’ notice.

MUD 32 and the City are parties to the Utility Agreement dated May 1, 2016, as amended by Amendment No. 1 (the “Utility Agreement”).

The City now wishes to acquire, own, operate and maintain the Facilities, as well as MUD 32’s beneficial ownership in the Regional Facilities, and to collect water and sewer fee revenue from the utility customers within MUD 32, which

will become customers of the City upon the conveyance of the Facilities and beneficial ownership in the Regional Facilities.

The City provided official notice on or about January 16, 2024, of the City's interest in and intent to assume ownership and operation of the Facilities and MUD 32's beneficial interest in the Regional Facilities.

AGREEMENT

I. Recitals. The recitals above are true and correct and incorporated for all purposes as a part of this Agreement.

II. Purpose. The purpose of this Agreement is to set forth the parties' agreement as to the conveyance, ownership and operation of the Facilities while recognizing that several actions must be taken to affect such purpose. Such actions shall occur as follows (all capitalized terms are as defined herein):

- a. Within 30 calendar days of the Effective Date, MUD 32 will execute and deliver to the City the Utility Conveyance conveying all Facilities and Regional Facilities to the City and Partial Assignment of Joint Agreement.
- b. As soon as practicable after MUD 32's transfers of the Facilities to the City, the City will countersign and deliver to MUD 32 the Utility Conveyance(s) and Partial Assignment of Joint Agreement.
- c. MUD 32 will record the Utility Conveyance(s) in the real property records.

III. Conveyance of Facilities/Reserved Capacity. MUD 32 agrees to convey the Facilities to the City pursuant to one or more Utility Conveyances, as provided herein, the form of which is attached hereto as Exhibit A. The Reserved Water Capacity and Reserved Wastewater Capacity will remain reserved to serve land only within the boundaries of MUD 31 and MUD 32 unless and until both MUD 31 and MUD 32 have been fully built out (except as otherwise allowed by the Interconnect Agreement). For purposes of this Agreement, full buildout means that the Facilities necessary to serve 100% of the developable land in MUD 31 and MUD 32 have been constructed.

The Regional Facilities will be expanded by MUD 31 and/or MUD 32, as provided for herein and in the Joint Agreement, to serve up to 4,500 ESFCs (at a rate of 260 gallons per day of wastewater flow per ESFC and a rate of 360 gallons

per day of water production capacity per ESFC). At such time as MUD 31 and/or MUD 32 complete an expansion of the Facilities, the Reserved Water Capacity and/or the Reserved Wastewater Capacity, as applicable, shall increase to include the amount of additional capacity added by such expansion up to 4,500 ESFCs of Reserved Water Capacity and Reserved Wastewater Capacity (collectively, "Reserved Capacity"). MUD 31 and MUD 32 each acknowledges that 4,500 ESFC at 260 gallons per day of flow for wastewater and 360 gallons per day of flow for water is sufficient to serve projected development within MUD 31 and MUD 32 at full build-out. The City shall get the benefit of any rerating of the plant(s) that produces capacity in excess of the Reserved Capacity.

IV. Operation of Facilities/Lease Payments. Upon the recordation of the Utility Conveyance, the City agrees that it will operate and maintain the Facilities at its sole cost and expense. The City will meter and bill customers for water and sewer services. All revenues for water and sewer services will be kept by the City.

The City will initially contract with Si Environmental, LLC, to operate the Facilities, which is the current operator of the Facilities.

The City agrees to use reasonable diligence and care in the operation and maintenance of the Facilities by following industry maintenance standards and schedules to maintain the useful life of the Facilities.

MUD 32 will continue to pay its pro-rata share of the lease for the Leased Plant (as defined in the Regional Facility Conveyance Agreement). MUD 32 shall continue to remit said pro-rata share to MUD 31 as MUD 31 is required to make said lease payments pursuant to the Regional Facility Conveyance Agreement and Lease Agreement (as defined in the Regional Facility Conveyance Agreement).

V. Assignment of Agreements. MUD 32 will affect a partial assignment to the City of the Joint Agreement, assigning to the City only MUD 32's rights, titles, obligations and responsibilities under such agreement related to the ownership, operation, and maintenance of the Sewer Plant, Water Plant, District Sanitary Sewer Collection System, and District Water Distribution System (all as defined/utilized in the Joint Agreement). The form of assignment is attached hereto as Exhibit B. MUD 32 shall remain obligated for its share of the expansion of the Sewer Plant and Water Plant as necessary to serve the land within its boundaries and for financing same, and MUD 32 shall remain obligated to expand and finance any necessary expansions of its Water Distribution System and Sanitary Sewer Collection System. The City is not assuming ownership of any detention facilities.

VI. Expansion of Facilities. MUD 32 will continue to exist for purposes of constructing and financing additional water, sewer and drainage facilities. All

expansions to the Facilities within MUD 32 will be conveyed to the City for ownership and operation upon completion and acceptance by the City of the same pursuant to a Utility Conveyance, the form of which is attached hereto as Exhibit A.

No provision of this agreement shall be construed to limit the City's ability to dissolve MUD 32 in accordance with its Strategic Partnership Agreement with the City.

VII. Impact Fees. Impact fees will not be charged against any property owners in MUD 32, provided, however, that if the provision of Article VIII is found to be illegal, invalid or unenforceable by a court of law, the parties agree that the Capacity Charges (defined below) shall be recharacterized as Impact Fees under the City's Impact Fee Ordinance No. 2022-03, as amended, provided that to the extent the impact fees to be assessed under the ordinance exceed \$4,000 per ESFC, a credit shall be granted against such impact fee in consideration of MUD 32's obligation to provide permanent water and wastewater facilities to serve the area within its boundaries (less that amount to be funded by the City through the accumulated Capacity Charges). Any fees collected under this provision will be treated as Capacity Charges, subject to the terms and conditions of Article VIII.

VIII. MUD 32 Capacity Charges. MUD 32 currently assesses a fee in the amount of \$3,850 dollars per ESFC against new development at the time of tap installation. The revenue from this fee was intended to be used by MUD 32 to cover a portion of its costs to fund the permanent wastewater treatment plant that serves the land within its boundaries required by the Utility Agreement. As the City will be taking over the water and wastewater infrastructure within MUD 32, MUD 32 will no longer have a mechanism to collect the Capacity Charge. To account for this loss of revenue, commencing on the Effective Date, the City agrees to assess and collect, on behalf of the MUD, a fee in the amount of \$4,000 per ESFC at the time of the City's tap installation. The City will retain and separately account for \$3,850 per ESFC of such charge (the "Capacity Charges"). The proceeds of the Capacity Charges will be deposited into a separate account (the "MUD 32 Fund") and any interest thereon shall be invested and reinvested and shall constitute part of the Capacity Charges. The City shall provide to MUD 32 an account of the MUD 32 Fund annually within 60 calendar days of the City's fiscal year end. The Capacity Charges, including interest earned, may be used only to pay for and offset MUD 32's pro-rata share of cost of the design and construction of the permanent wastewater treatment plant as provided in the Utility Agreement and Regional Facility Conveyance Agreement. The City will retain the remaining \$150 as an administrative cost to be used for any lawfully available purpose.

IX. Garbage Collection. Notwithstanding Section 3.03 of the Strategic Partnership Agreement between the City and District effective July 18, 2016, upon

the termination of MUD 32’s existing contract for garbage and recycling collection services, the City shall assume the responsibility to provide such services within the boundaries of MUD 32 at the City’s cost. If MUD 32 is not able to terminate its existing contract for garbage and recycling collection services within 30 days of the effective date of this Agreement, the City agrees it will include an item on its utility bill to customers within MUD 32 equal to MUD 32’s contractual cost per connection to provide garbage and recycling collection services through the term of MUD 32’s existing contract. The City shall, on a monthly basis, remit all garbage/recycling revenues it actually collects from MUD 32 customers to MUD 32 so that MUD 32 can in turn meet its current contractual obligations to pay for such services.

X. General Provisions.

A. Notice. Any notices or other communications (a “Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583
Attn: City Manager

MUD 32: Brazoria County MUD No. 32
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77026
Attn: Jessica Holoubek

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice

shall be extended to the first business day following such Saturday, Sunday or legal holiday.

B. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

C. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

D. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

E. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

F. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

G. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

H. Effect of State and Federal laws. Notwithstanding any other provision of this Agreement, MUD 32 shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

I. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. MUD 32 hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of MUD 32.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

CITY OF IOWA COLONY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

Exhibit A

FORM OF UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 32 (the "District" or "MUD 32") has constructed and installed certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within MUD 32's boundaries and the extraterritorial jurisdiction of the City of Iowa Colony, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MUD 32 does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by MUD 32 pursuant to the construction contract with _____, which facilities are located both within and outside the boundaries of MUD 32, and together with any improvements, structures, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by MUD 32 in connection with the facilities being conveyed hereby, including without limitation MUD 32's beneficial ownership in any and all regional facilities providing services to MUD 32 or the land within its boundaries (the "Facilities").

MUD 32 hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by MUD 32 for the Facilities.

MUD 32 is conveying the Facilities to the City pursuant to the Facility Conveyance Agreement dated _____, 2024 between the City and District. MUD 32 and the City agree that while the Facilities will be incorporated into the City's system, capacity created by the Facilities shall be reserved to the participants (the "Participants") of the Joint Facilities/ Cost Sharing Agreement dated October

27, 2016, to the extent described in the Facility Conveyance Agreement dated March 11, 2024 between the City, District, and Brazoria County Municipal Utility District No. 31.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with and subject to the terms of the Joint Facilities/ Cost Sharing Agreement dated October 27, 2016.

IN WITNESS WHEREOF, this conveyance is executed on this _____ day of _____, 2024.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ as President and _____ as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 32, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the _____ Agreement, the City of Iowa Colony, Texas hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF IOWA COLONY

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 32, Attn: Jessica Holoubek; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Exhibit B

FORM OF ASSIGNMENT AND ACCEPTANCE OF AGREEMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Assignor") hereby assigns all its rights, obligations, title and interests in and to the following agreement ("Agreement")

Partial Assignment and Acceptance of Joint Facilities/ Cost Sharing Agreement, attached as Exhibit A.

to the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "City") to be effective as of _____, 202_ (the "Effective Date").

By execution of this Assignment and Acceptance, and except as otherwise limited by the terms of assignment, Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and interests in and to said Agreement, and Assignee agrees to the terms and conditions of said Agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.

CITY OF IOWA COLONY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

Exhibit A to Form of Assignments and Acceptance of Agreement

**PARTIAL ASSIGNMENT AND ACCEPTANCE OF
JOINT FACILITIES/COST SHARING AGREEMENT**

This Partial Assignment and Acceptance of Joint Facilities/Cost Sharing Agreement (this "Partial Assignment") is entered into and made to be effective as of the __ day of _____, 2024, by and among **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Assignor" or "MUD 32"); **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended ("MUD 31"); and the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "Assignee"). Assignor and Assignee are sometimes hereinafter referred to individually as "Party" and sometimes referred to collectively as "Parties".

RECITALS

WHEREAS, Assignor and Assignee (by virtue of a partial assignment from MUD 31) are parties to that certain Joint Facilities/Cost Sharing Agreement (the "Joint Agreement") dated June 27, 2016, attached as Exhibit A, which provides the terms and conditions for the financing and joint operation and use of the Water Supply Facilities and Sewer Plant (the "Facilities"); and

WHEREAS, the capitalized terms appearing herein shall have the meanings ascribed to them in the Joint Agreement unless otherwise defined herein; and

WHEREAS, pursuant to the Joint Agreement, Assignee now owns legal title to and operates and maintains the Facilities for the benefit of MUD 32 and MUD 31; and

WHEREAS, Assignor and Assignee entered into that certain Facility Conveyance Agreement dated _____, 2024 to establish the terms and conditions by which Assignor will convey its beneficial ownership, operation, and maintenance of the Facilities to Assignee; and

WHEREAS, except as described herein, Assignor desires to assign all of its rights, obligations, title, and interests in and to the Joint Agreement relating to the ownership, operation, and maintenance of the Facilities, and Assignee desires to

accept such assignment and assume Assignor's rights, obligations, title, and interests as to the ownership, operation, and maintenance of the Facilities; and

WHEREAS, MUD 31 acknowledges and consents to this Partial Assignment of the Joint Agreement; and

WHEREAS, the Parties desire to evidence the foregoing agreements pursuant to the terms and conditions of this Partial Assignment.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Partial Assignment, the Parties contract and agree as follows:

1. Except as described in Paragraph 2 below, Assignor does hereby assign to Assignee all of Assignor's rights, obligations, title, and interests in and to the Joint Agreement relating to the ownership, operation, and maintenance of the Facilities. Assignee hereby accepts and assumes all of Assignor's rights, obligations, title, and interests in and to the Joint Agreement as to the ownership, operation, and maintenance of the Facilities.
2. The Parties acknowledge and agree that Assignor, in cooperation with MUD 31, shall remain obligated for future expansions of the Facilities in accordance with the terms and provisions of Sections 3.03 and 4.03 of the Joint Agreement.
3. MUD 31 hereby acknowledges and consents to this Partial Assignment of Assignor's rights, obligations, title, and interests to Assignee and assumption of Assignor's rights, obligations, title, and interests in and to the Joint Agreement by Assignee as provided herein.
4. The Parties acknowledge and agree that from and after the Effective Date hereof, Assignee shall be and constitute "No. 32" under the Joint Agreement with respect to any and all rights, duties, and obligations relating to the ownership, operation, and maintenance of the Facilities.
5. All notices required to be given to Assignee pursuant to the Joint Agreement shall be addressed as set forth below.

If to Assignee:

City of Iowa Colony
12003 County Road 65
Iowa Colony, Texas 77583
Attn: City Manager

6. The law governing this Partial Assignment shall be the applicable laws of the State of Texas.
7. This Partial Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

[EXECUTION PAGES FOLLOW]

Executed and effective as of the Effective Date.

**BRAZORIA COUNTY
MUNICIPAL UTILITY
DISTRICT NO. 32**

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
President, Board of Directors

(SEAL)

**CITY OF IOWA COLONY,
TEXAS**

By: _____
Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

FACILITY CONVEYANCE AGREEMENT

This Facility Conveyance Agreement (the "Agreement") is made and entered into as of the 13th day of September, 2024, (the "Effective Date") by and among **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended ("MUD 53"), and the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "City").

RECITALS

MUD 53 owns and operates a water supply and distribution system to serve the area within the boundaries of MUD 53 as well as its internal water supply and distribution system (collectively, the "Water Supply Facilities"). The Water Supply Facilities include, without limitation, two (2) permanent water wells and a water plant with capacity to serve 1,666 equivalent single-family connection's ("ESFC") (the "Reserved Water Capacity").

MUD 53 also leases a permanent wastewater treatment facility and owns its internal wastewater collection system to serve the area within the boundaries of MUD 53 (collectively, the "Wastewater Facilities," and together with the Water Supply Facilities, the "Facilities"). The Wastewater Facilities include, without limitation, two (2) leased 200,000 gallons per day permanent wastewater treatment plants (the "Wastewater Plant"), each governed by a Lease Agreement with Option to Purchase between MUD 53 and General Plant Finance, LLC (the "Lease Agreements"), as well as internal collection lines, lift stations, and related appurtenances. The current Wastewater Facilities have the capacity to serve 1,600 ESFCs (based on 250 gallons per day of wastewater flow per connection) (the "Reserved Wastewater Capacity").

MUD 53 and the City are parties to the Utility Agreement dated May 1, 2016, as amended by Amendment No. 1 (the "Utility Agreement").

Pursuant to the Development Agreement by and among the City, Land Tejas Sierra Vista West, LLC, and McAllister Opportunity Fund III, L.P., effective November 7, 2019, MUD 53 is required to convey ownership and operation of the Facilities to the City upon six months' notice.

The City now wishes to acquire, own, operate and maintain the Facilities and to collect water and sewer fee revenue from the utility customers within MUD 53, which will become customers of the City upon the conveyance of the Facilities.

The City provided official notice by letter dated January 16, 2024, of the City's interest in and intent to assume the rights, title, interests, and obligation of ownership of MUD 53's interest in the Facilities.

AGREEMENT

I. Recitals. The recitals above are true and correct and incorporated for all purposes as a part of this Agreement.

II. Purpose. The purpose of this Agreement is to set forth the parties' agreement as to the conveyance, ownership and operation of the Facilities while recognizing that several actions must be taken to affect such purpose. Such actions shall occur as follows (all capitalized terms are as defined herein):

- a. Except as provided in Section II.b. below, within 30 calendar days of the Effective Date, MUD 53 will execute and deliver to the City the Utility Conveyance conveying all Water Supply Facilities and Wastewater Facilities to the City.

- b. With respect to the Wastewater Plant only, MUD 53 will work diligently with the lessor of the Wastewater Plant to effectuate an assignment of lease or sublease of the Wastewater Plant to the City, in a form acceptable to the City, as soon as practicable following the Effective Date, provided that MUD 53 shall remain obligated to make all payments due under the Lease Agreements, including without limitation the obligation to exercise the purchase options. The City will own the Wastewater Plant upon MUD 53's exercise of the purchase options under the Lease Agreements. In the case of a sublease of the Wastewater Plant to the City, or as otherwise necessary to effectuate transfer of the Wastewater Plant, MUD 53 will execute and deliver to the City the Utility Conveyance conveying the Wastewater Plant to the City as soon as practicable after MUD 53 exercises the purchase options.

MUD 53 agrees to file with the Texas Commission on Environmental Quality ("TCEQ") an application transferring MUD 53's TPDES permit to the City within 30 days of the Effective Date, or as soon as practicable following the assignment of lease or sublease of the Wastewater Plant to the City and work diligently with the TCEQ to complete the transfer.

- c. As soon as practicable after MUD 53's transfer of the Facilities to the City, the City will countersign and deliver to MUD 53 the Utility Conveyance(s), and, if applicable, assignment of lease or sublease of Wastewater Plant.
- d. MUD 53 will record the Utility Conveyance(s) in the real property records.

III. Conveyance of Facilities/Reserved Capacity. MUD 53 agrees to convey the Facilities to the City pursuant to one or more Utility Conveyances, as provided herein, the form of which is attached hereto as Exhibit A. The Reserved Water Capacity and Reserved Wastewater Capacity (collectively, the "Reserved Capacity") will remain reserved to serve land only within the boundaries of MUD 53 unless and until MUD 53 has been fully built out. For purposes of this Agreement, full buildout means that the Facilities necessary to serve 100% of the developable land in MUD 53 have been constructed.

The City shall get the benefit of any rerating of the plant(s) that produces capacity in excess of the Reserved Capacity and may use such capacity outside the boundaries of MUD 53.

The City will not accept conveyance of any stormwater detention facilities from MUD 53.

IV. Operation of Facilities/ Lease Payments. Upon the recordation of the Utility Conveyance and assignment of lease or sublease of the Wastewater Plant, as applicable, the City agrees that it will operate and maintain the Facilities at its sole cost and expense; provided, however, MUD 53 will continue to make all payments due under the Lease Agreements, including making all lease payments until MUD 53 exercises the purchase options. MUD 53 shall exercise the purchase options under the Lease Agreements, provided MUD 53 shall have discretion over when to exercise such options. The City will meter and bill customers for water and sewer services. All revenues for water and sewer services will be kept by the City.

It is the intent of the parties that within 30 days of the Effective Date, the City shall have been conveyed and shall have assumed full ownership and operation of the Facilities (except for the Wastewater Plant) and that all customers of water and sewer services within MUD 53 shall be customers of the City. If necessary to effectuate the City's operation of the Wastewater Plant, due to the terms of the Lease Agreements (including any assignment or sublease thereof to the City), MUD 53 agrees that the City shall operate the Wastewater Plant on behalf of MUD 53 at the City's sole cost. The City shall meter and bill all customers

within MUD 53 for water and sewer services and retain the water and sewer revenue. The City shall be responsible for the operation and maintenance of the Wastewater Plant in full compliance with MUD 53's TPDES permit, the Lease Agreements, and all applicable laws and regulations of all governmental entities with jurisdiction. The City will initially contract with Si Environmental, LLC, for the operation of the Facilities, which is the current operator of the Facilities.

The City agrees to use reasonable diligence and care in the operation and maintenance of the Facilities by following industry maintenance standards and schedules to maintain the useful life of the Facilities.

V. Impact Fees. Impact fees will not be charged against any property owners in MUD 53.

VI. MUD 53 Capacity Charges. MUD 53 currently assesses a fee in the amount of \$3,850 dollars per equivalent single-family connection against new development at the time of tap installation ("Capacity Charge"). The revenue from this fee has been intended to be used by MUD 53 to cover a portion of its costs to fund the purchase of the Wastewater Plant under the Lease Agreements. As the City will be taking over the water and wastewater infrastructure within MUD 53, MUD 53 will no longer have a mechanism to collect the Capacity Charge. At the request of MUD 53, commencing on the Effective Date, the City agrees to collect the Capacity Charge at the time of issuance of a building permit. The City will assess the Capacity Charge in the amount of \$4,000 on behalf of MUD 53 and retain and separately account for \$3,850 of such charge towards the purchase of the Wastewater Plant under the Lease Agreements, to be remitted to MUD 53 upon written request at the time MUD 53 exercises the purchase options. The City will retain the remaining \$150 as an administrative cost.

VII. Garbage Collection. Notwithstanding Section 3.03 of the Strategic Partnership Agreement between the City and District, upon the termination of MUD 53's existing contract for garbage and recycling collection services, the City shall assume the responsibility to provide such services within the boundaries of MUD 53 at the City's cost. If MUD 53 is not able to terminate its existing contract for garbage and recycling collection services within 30 days of the effective date of this Agreement, the City agrees it will include an item on its utility bill to customers within MUD 53 equal to MUD 53's contractual cost per connection to provide garbage and recycling collection services through the term of MUD 53's existing contract. The City shall, on a monthly basis, remit all garbage/recycling revenues it actually collects from MUD 53 customers to MUD 53 so that MUD 53 can in turn meet its current contractual obligations to pay for such services.

VIII. General Provisions.

A. Notice. Any notices or other communications (a "Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583
Attn: City Manager

District: Brazoria County MUD No. 53
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77026
Attn: Jessica Holoubek

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

B. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

C. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

D. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

E. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

F. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

G. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

H. Effect of State and Federal laws. Notwithstanding any other provision of this Agreement, MUD 53 shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

I. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. MUD 53 hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of MUD 53.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

CITY OF IOWA COLONY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 53

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

Exhibit A

FORM OF UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 53 (the "District") has constructed and installed certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within MUD 53's boundaries and the boundaries of the City of Iowa Colony, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MUD 53 does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by MUD 53 pursuant to the construction contract with _____, which facilities are located within the boundaries of MUD 53, and together with any improvements, structures, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by MUD 53 in connection with the facilities being conveyed hereby (the "Facilities").

MUD 53 hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by MUD 53 for the Facilities.

MUD 53 is conveying the Facilities to the City pursuant to the Conveyance of Facilities Agreement dated _____, 2024, between the City and District (the "Conveyance of Facilities Agreement"). MUD 53 and the City agree that while the Facilities will be incorporated into the City's system, capacity created by the Facilities shall be reserved to MUD 53, to the extent described in the Conveyance of Facilities Agreement.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with and subject to the terms of the Conveyance of Facilities Agreement.

IN WITNESS WHEREOF, this conveyance is executed on this _____ day of _____, 2024.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 53

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ as President and _____ as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 53, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the _____ Agreement, the City of Iowa Colony, Texas hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF IOWA COLONY

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 53, Attn: Jessica Holoubek; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

PAYMENT APPLICATION

TO: City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, Tx. 77583 Attn: Robert Hemminger	PROJECT 2212 NAME AND LOCATION: New Public Safety Building 12003 Iowa Colony Blvd. Iowa Colony, Tx. 77583	APPLICATION # 19 PERIOD THRU: 06/30/2024 PROJECT #s: 2212	Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> BANK <input type="checkbox"/>
FROM: Sterling Structures, Inc. 1425 Woodvine Houston, TX 77055	ARCHITECT: Joiner Architects, Inc. 700 Rockmead Drive, Suite 265 Kingwood, Texas 77339	DATE OF CONTRACT: 08/15/2022	
FOR: General Construction			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$11,166,480.00
2. SUM OF ALL CHANGE ORDERS	(\$97,504.00)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$11,068,976.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$11,068,976.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$11,068,976.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$10,360,844.19
8. PAYMENT DUE	\$708,131.81
9. BALANCE TO COMPLETION (Line 3 minus Line 8)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	(\$97,504.00)
TOTALS	\$0.00	(\$97,504.00)
NET CHANGES	(\$97,504.00)	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.
By: Jay B. Carlton, CEO Date: 6/21/24

State of: Texas
County of: Harris
Subscribed and sworn to before
me this 21st day of June 2024
Notary Public: Nezanet Elias
My Commission Expires: June 02, 2026



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$708,131.81

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Scott Brady
By: Scott C. Brady Date: 6/28/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Item 14.

PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
PERIOD THRU: 06/30/2024
PROJECT #s: 2212

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD					
-	General Conditions	\$468,169.00	\$468,169.00	\$0.00	\$0.00	\$468,169.00	100.00%	\$0.00	
010010-00	Fee	\$387,064.00	\$375,452.08	\$11,611.92	\$0.00	\$387,064.00	100.00%	\$0.00	
010020-00	Bonds & Insurance	\$205,747.00	\$205,747.00	\$0.00	\$0.00	\$205,747.00	100.00%	\$0.00	
010030-00	Owner's Contingency	\$32,658.00	\$0.00	\$32,658.00	\$0.00	\$32,658.00	100.00%	\$0.00	
010030-01	Video Surveillance System	(\$144,937.00)	\$0.00	(\$144,937.00)	\$0.00	(\$144,937.00)	100.00%	\$0.00	
010030-02	Revised Flooring Finish	\$9,664.00	\$9,664.00	\$0.00	\$0.00	\$9,664.00	100.00%	\$0.00	
010030-03	Canopy & HC Parking Revisions	\$42,760.00	\$42,760.00	\$0.00	\$0.00	\$42,760.00	100.00%	\$0.00	
010030-04	Shift Briefing Room Revision	\$1,245.00	\$1,245.00	\$0.00	\$0.00	\$1,245.00	100.00%	\$0.00	
010030-05	DAIS Revisions	\$2,208.00	\$2,208.00	\$0.00	\$0.00	\$2,208.00	100.00%	\$0.00	
010030-06	Parking Lot Lighting Revision	\$2,820.00	\$2,820.00	\$0.00	\$0.00	\$2,820.00	100.00%	\$0.00	
010030-07	Landscape Revision	\$3,735.00	\$3,735.00	\$0.00	\$0.00	\$3,735.00	100.00%	\$0.00	
010030-08	Toilet Accessory & Appliance Revisions	(\$9,839.00)	(\$9,839.00)	\$0.00	\$0.00	(\$9,839.00)	100.00%	\$0.00	
010030-09	Ceiling & Grid Revision	\$29,527.00	\$29,527.00	\$0.00	\$0.00	\$29,527.00	100.00%	\$0.00	
010030-10	Hardware Revisions Detention Doors	\$10,764.00	\$10,764.00	\$0.00	\$0.00	\$10,764.00	100.00%	\$0.00	
010030-11	Electrical Outlets at Exterior	\$21,761.00	\$21,761.00	\$0.00	\$0.00	\$21,761.00	100.00%	\$0.00	
010030-12	New Aluminum Canopy	\$100,113.00	\$100,113.00	\$0.00	\$0.00	\$100,113.00	100.00%	\$0.00	
	SUB-TOTALS	\$1,163,459.00	\$1,264,126.08	(\$100,667.08)	\$0.00	\$1,163,459.00	100.00%	\$0.00	

CONTINUATION PAGE

Item 14.

PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD					
010030-13	New Mailboxes	\$5,374.00	\$5,374.00	\$0.00	\$0.00	\$5,374.00	100.00%	\$0.00	
010030-14	Mold Resistant Gyp. Board	\$10,499.00	\$10,499.00	\$0.00	\$0.00	\$10,499.00	100.00%	\$0.00	
010030-15	Restroom Tile Wall Revision	\$20,760.00	\$20,760.00	\$0.00	\$0.00	\$20,760.00	100.00%	\$0.00	
010030-16	Juvenile Holding Change & Door Change	\$10,943.00	\$10,943.00	\$0.00	\$0.00	\$10,943.00	100.00%	\$0.00	
010030-17	Revised Electrical Data for TV's	\$10,943.00	\$10,943.00	\$0.00	\$0.00	\$10,943.00	100.00%	\$0.00	
010030-18	Chambers Partition Revision	\$66,865.00	\$66,865.00	\$0.00	\$0.00	\$66,865.00	100.00%	\$0.00	
010030-19	Vertical Blinds	\$2,405.00	\$2,405.00	\$0.00	\$0.00	\$2,405.00	100.00%	\$0.00	
010030-20	Window Security Film	\$39,218.00	\$35,296.20	\$3,921.80	\$0.00	\$39,218.00	100.00%	\$0.00	
010030-21	Bullet Resistant Panel at Dispatch	\$7,733.00	\$7,733.00	\$0.00	\$0.00	\$7,733.00	100.00%	\$0.00	
010030-22	CMU	\$24,374.00	\$24,374.00	\$0.00	\$0.00	\$24,374.00	100.00%	\$0.00	
010030-25	Low Wall at Back Stair Revision	\$1,862.00	\$1,862.00	\$0.00	\$0.00	\$1,862.00	100.00%	\$0.00	
010030-26	Dispatch	\$3,815.00	\$3,815.00	\$0.00	\$0.00	\$3,815.00	100.00%	\$0.00	
010030-27	Inset Display Case	\$14,374.00	\$14,374.00	\$0.00	\$0.00	\$14,374.00	100.00%	\$0.00	
010030-28	Furr Out Wall at EOC	\$449.00	\$449.00	\$0.00	\$0.00	\$449.00	100.00%	\$0.00	
010030-29	Marquee Sign	\$82,318.00	\$82,318.00	\$0.00	\$0.00	\$82,318.00	100.00%	\$0.00	
010030-30	Electrical & Data Revisions	\$9,707.00	\$9,707.00	\$0.00	\$0.00	\$9,707.00	100.00%	\$0.00	
	SUB-TOTALS	\$1,475,098.00	\$1,571,843.28	(\$96,745.28)	\$0.00	\$1,475,098.00	100.00%	\$0.00	

CONTINUATION PAGE

Item 14.

PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
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PROJECT #s: 2212

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
010030-31	Additional FSD Back Boxes	\$3,693.00	\$3,693.00	\$0.00	\$0.00	\$3,693.00	100.00%	\$0.00	
010030-32	Irrigation	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
010030-33	Irrigation Balance	\$2,839.00	\$2,839.00	\$0.00	\$0.00	\$2,839.00	100.00%	\$0.00	
010030-34	Front Entry Canopy Drainage	\$5,161.00	\$5,161.00	\$0.00	\$0.00	\$5,161.00	100.00%	\$0.00	
010030-35	Dispatch Restroom Door #135	\$2,059.00	\$2,059.00	\$0.00	\$0.00	\$2,059.00	100.00%	\$0.00	
010030-36	Extended Traffic Control and Remobilization Due to Expired	\$4,690.00	\$4,690.00	\$0.00	\$0.00	\$4,690.00	100.00%	\$0.00	
010030-37	Detention Cell Ceiling Revision	\$6,179.00	\$6,179.00	\$0.00	\$0.00	\$6,179.00	100.00%	\$0.00	
010030-38	Evidence Storage Room Faraday Paint	\$2,170.00	\$2,170.00	\$0.00	\$0.00	\$2,170.00	100.00%	\$0.00	
010030-39	Water Softener-VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-40	Natural Gas Disconnect	\$1,866.00	\$1,866.00	\$0.00	\$0.00	\$1,866.00	100.00%	\$0.00	
010030-41	Stair Storage	\$10,478.00	\$10,478.00	\$0.00	\$0.00	\$10,478.00	100.00%	\$0.00	
010030-42	Evidence Locker Opening Revision	\$2,409.00	\$2,409.00	\$0.00	\$0.00	\$2,409.00	100.00%	\$0.00	
010030-43	Added Air Grills at Sally Port	\$870.00	\$870.00	\$0.00	\$0.00	\$870.00	100.00%	\$0.00	
010030-44	Temp Generator	\$8,563.00	\$8,563.00	\$0.00	\$0.00	\$8,563.00	100.00%	\$0.00	
010030-45	Men's Restroom 104 Waterline Revision	\$2,756.00	\$2,756.00	\$0.00	\$0.00	\$2,756.00	100.00%	\$0.00	
010030-46	Reroute Exterior Gas Line	\$2,082.00	\$2,082.00	\$0.00	\$0.00	\$2,082.00	100.00%	\$0.00	
	SUB-TOTALS	\$1,560,913.00	\$1,657,658.28	(\$96,745.28)	\$0.00	\$1,560,913.00	100.00%	\$0.00	

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Item 14.

PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
PERIOD THRU: 06/30/2024
PROJECT #s: 2212

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
010030-47	Chamber Partition Oak Material Revision	\$4,302.00	\$4,302.00	\$0.00	\$0.00	\$4,302.00	100.00%	\$0.00	
010030-48	Card Reader Electrical R1	\$614.00	\$614.00	\$0.00	\$0.00	\$614.00	100.00%	\$0.00	
010030-49	Flag Pole Height Revision	\$10,041.00	\$10,041.00	\$0.00	\$0.00	\$10,041.00	100.00%	\$0.00	
010030-50	Stair A Furr-Out Removal	\$1,461.00	\$1,461.00	\$0.00	\$0.00	\$1,461.00	100.00%	\$0.00	
010030-51	Epoxy Flooring Corridor 114	\$8,357.00	\$8,357.00	\$0.00	\$0.00	\$8,357.00	100.00%	\$0.00	
010030-52	Added LVT 2nd Floor Vault Room	\$1,629.00	\$1,629.00	\$0.00	\$0.00	\$1,629.00	100.00%	\$0.00	
010030-53	East Canopy Extension	\$38,589.00	\$38,589.00	\$0.00	\$0.00	\$38,589.00	100.00%	\$0.00	
010030-54	Return Slot Diffusers	\$2,554.00	\$0.00	\$2,554.00	\$0.00	\$2,554.00	100.00%	\$0.00	
010030-55	Wood Ceiling P13 & P13E Light Kits - VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-56	Fire Extinguisher & Cabinet - VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-57	Detention Cell Doors Security Glass-VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-58	Breakroom Microwave Oven Receptacles	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00	100.00%	\$0.00	
010030-59	Gate Keypad Mounting Pedestal Revision	\$1,945.00	\$1,945.00	\$0.00	\$0.00	\$1,945.00	100.00%	\$0.00	
010030-60	Main Entrance Electrified Panic Device	\$298.00	\$298.00	\$0.00	\$0.00	\$298.00	100.00%	\$0.00	
010030-61	Flag Pole Light Revision-VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-62	Temp. Gen. Rental Extension	\$7,833.00	\$7,833.00	\$0.00	\$0.00	\$7,833.00	100.00%	\$0.00	
SUB-TOTALS		\$1,639,086.00	\$1,733,277.28	(\$94,191.28)	\$0.00	\$1,639,086.00	100.00%	\$0.00	

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Item 14.

PROJECT: 2212
New Public Safety Building

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PROJECT #s: 2212

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
010030-63	Added/Relocated Data WAP's & Offices	\$2,959.00	\$2,959.00	\$0.00	\$0.00	\$2,959.00	100.00%	\$0.00	
010030-64	Revised Juvenile Room Glazing	\$2,204.00	\$2,204.00	\$0.00	\$0.00	\$2,204.00	100.00%	\$0.00	
010030-65	Added Light Fixture Elevator Shaft	\$352.00	\$352.00	\$0.00	\$0.00	\$352.00	100.00%	\$0.00	
010030-66	Front Canopy Light Fixture Revision	\$1,352.00	\$0.00	\$1,352.00	\$0.00	\$1,352.00	100.00%	\$0.00	
010030-67	Sally Port Overhead Door Circuit-VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-68	Sliding Door #114 - VOID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
010030-69	Add Exterior Front Entrance Outlet	\$1,299.00	\$1,299.00	\$0.00	\$0.00	\$1,299.00	100.00%	\$0.00	
010030-70	Gen. Rental Extension Mid-May	\$9,791.00	\$4,895.50	\$4,895.50	\$0.00	\$9,791.00	100.00%	\$0.00	
010030-71	Temp Generator Rental to June 4th	\$5,222.00	\$0.00	\$5,222.00	\$0.00	\$5,222.00	100.00%	\$0.00	
010030-72	Delete Generator Canopy Lights	(\$585.00)	\$0.00	(\$585.00)	\$0.00	(\$585.00)	100.00%	\$0.00	
010030-73	Delete Generator Fencing	(\$700.00)	\$0.00	(\$700.00)	\$0.00	(\$700.00)	100.00%	\$0.00	
010040-00	Irrigation System	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
010050-00	Interior / Exterior Signage	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00	
013000-00	Temporary Weather Protection	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	
022100-00	Site Demolition	\$5,110.00	\$5,110.00	\$0.00	\$0.00	\$5,110.00	100.00%	\$0.00	
033015-00	Lightweight Concrete								
	SUB-TOTALS	\$1,719,090.00	\$1,783,096.78	(\$64,006.78)	\$0.00	\$1,719,090.00	100.00%	\$0.00	

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Item 14.

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
033015-01	Submittals	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$2,900.00	100.00%	\$0.00	
033015-02	Roof Deck Material	\$65,100.00	\$65,100.00	\$0.00	\$0.00	\$65,100.00	100.00%	\$0.00	
033015-03	Metal Roof Deck Labor	\$10,920.00	\$10,920.00	\$0.00	\$0.00	\$10,920.00	100.00%	\$0.00	
033015-04	LWIC Material	\$78,815.00	\$78,815.00	\$0.00	\$0.00	\$78,815.00	100.00%	\$0.00	
033015-05	LWIC Fill Labor	\$22,120.00	\$22,120.00	\$0.00	\$0.00	\$22,120.00	100.00%	\$0.00	
033015-06	Mobilization / Demobilization	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	
033015-07	Rental Equipment	\$9,200.00	\$9,200.00	\$0.00	\$0.00	\$9,200.00	100.00%	\$0.00	
033015-08	General Conditions	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	
033015-09	Closeouts	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	
033020-00	Red concrete	\$2,619.00	\$2,619.00	\$0.00	\$0.00	\$2,619.00	100.00%	\$0.00	
033110-00	Concrete								
033110-01	Slab	\$286,510.00	\$286,510.00	\$0.00	\$0.00	\$286,510.00	100.00%	\$0.00	
033110-02	Second Floor	\$68,000.00	\$68,000.00	\$0.00	\$0.00	\$68,000.00	100.00%	\$0.00	
033110-03	Paving	\$297,200.00	\$297,200.00	\$0.00	\$0.00	\$297,200.00	100.00%	\$0.00	
033110-04	Sidewalks	\$41,000.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00	100.00%	\$0.00	
033110-05	Dumpster Pad	\$6,100.00	\$6,100.00	\$0.00	\$0.00	\$6,100.00	100.00%	\$0.00	
	SUB-TOTALS	\$2,619,074.00	\$2,683,080.78	(\$64,006.78)	\$0.00	\$2,619,074.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
033110-06	Light Poles	\$12,600.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	100.00%	\$0.00	
033110-07	Protective Slab	\$25,800.00	\$25,800.00	\$0.00	\$0.00	\$25,800.00	100.00%	\$0.00	
033110-08	Sidewalks East Parking Lot Alt # 01	\$4,480.00	\$4,480.00	\$0.00	\$0.00	\$4,480.00	100.00%	\$0.00	
033110-09	Concrete Drive Alt # 03	\$53,100.00	\$53,100.00	\$0.00	\$0.00	\$53,100.00	100.00%	\$0.00	
040000-00	Masonry								
040000-01	Mobilization / Mock-up	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	
040000-02	Wire/Ties/Anchors - Materials	\$86,500.00	\$86,500.00	\$0.00	\$0.00	\$86,500.00	100.00%	\$0.00	
040000-03	Face Brick - Labor	\$102,000.00	\$102,000.00	\$0.00	\$0.00	\$102,000.00	100.00%	\$0.00	
040000-04	Face Brick - Material	\$87,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	100.00%	\$0.00	
040000-05	Lightweight CMU - Labor	\$188,000.00	\$188,000.00	\$0.00	\$0.00	\$188,000.00	100.00%	\$0.00	
040000-06	Lightweight CMU - Material	\$130,000.00	\$130,000.00	\$0.00	\$0.00	\$130,000.00	100.00%	\$0.00	
040000-07	Limestone - Labor	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$67,000.00	100.00%	\$0.00	
040000-08	Limestone - Material	\$103,000.00	\$103,000.00	\$0.00	\$0.00	\$103,000.00	100.00%	\$0.00	
040000-09	Cast Stone - Labor	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	
040000-10	Cast Stone - Material	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100.00%	\$0.00	
040000-11	Rigid Insulation - Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	
	SUB-TOTALS	\$3,523,554.00	\$3,587,560.78	(\$64,006.78)	\$0.00	\$3,523,554.00	100.00%	\$0.00	

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Item 14.

PROJECT: 2212
New Public Safety Building

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			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD		G %	G COMP. (G / C)		
040000-12	Rigid Insulation - Material	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	100.00%	\$0.00	
051000-00	Structural Steel								
051000-01	Detailing	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	
051000-02	Anchor Bolts	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	
051000-03	Joists & Deck	\$190,000.00	\$190,000.00	\$0.00	\$0.00	\$190,000.00	100.00%	\$0.00	
051000-04	Structural Steel	\$480,120.00	\$480,120.00	\$0.00	\$0.00	\$480,120.00	100.00%	\$0.00	
051000-05	Miscellaneous Steel	\$49,100.00	\$49,100.00	\$0.00	\$0.00	\$49,100.00	100.00%	\$0.00	
051020-00	Steel Erection	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	
051025-00	2nd Floor Safety Rails	\$5,350.00	\$5,350.00	\$0.00	\$0.00	\$5,350.00	100.00%	\$0.00	
055030-00	Aluminum Handrails								
055030-01	Submittals	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	
055030-02	Materials	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	
055030-03	Fabrication	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
055030-04	Installation	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	
055510-00	Stair Nosings								
055510-01	Stair Nosings - Material	\$4,103.00	\$4,103.00	\$0.00	\$0.00	\$4,103.00	100.00%	\$0.00	
	SUB-TOTALS	\$4,555,727.00	\$4,619,733.78	(\$64,006.78)	\$0.00	\$4,555,727.00	100.00%	\$0.00	

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Item 14.

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New Public Safety Building

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
055510-02	Stair Nosings - Labor	\$2,680.00	\$2,680.00	\$0.00	\$0.00	\$2,680.00	100.00%	\$0.00	
061000-00	Rough Carpentry								
061000-01	Rough Carpentry - Material	\$35,572.00	\$35,572.00	\$0.00	\$0.00	\$35,572.00	100.00%	\$0.00	
061000-02	Rough Carpentry - Labor	\$23,716.00	\$23,716.00	\$0.00	\$0.00	\$23,716.00	100.00%	\$0.00	
071110-00	Dampproofing / Waterproofing								
071110-01	Memrane Flashing & Air Barrier - Labor	\$32,852.00	\$32,852.00	\$0.00	\$0.00	\$32,852.00	100.00%	\$0.00	
071110-02	Memrane Flashing & Air Barrier - Material	\$17,689.00	\$17,689.00	\$0.00	\$0.00	\$17,689.00	100.00%	\$0.00	
071110-03	Elevator Pit Waterproofing - Labor	\$1,950.00	\$1,950.00	\$0.00	\$0.00	\$1,950.00	100.00%	\$0.00	
071110-04	Elevator Pit Waterproofing - Material	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00	100.00%	\$0.00	
071110-05	Exterior Wall Control Joint Sealant - Labor	\$488.00	\$488.00	\$0.00	\$0.00	\$488.00	100.00%	\$0.00	
071110-06	Exterior Wall Control Joint Sealant - Material	\$262.00	\$262.00	\$0.00	\$0.00	\$262.00	100.00%	\$0.00	
071110-07	Concrete Pavement Joint Selant - Labor	\$5,030.00	\$5,030.00	\$0.00	\$0.00	\$5,030.00	100.00%	\$0.00	
071110-08	Concrete Pavement Joint Selant - Labor	\$2,708.00	\$2,708.00	\$0.00	\$0.00	\$2,708.00	100.00%	\$0.00	
071110-09	Sidewalk Joint Selant - Labor	\$631.00	\$631.00	\$0.00	\$0.00	\$631.00	100.00%	\$0.00	
071110-10	Sidewalk Joint Selant - Material	\$340.00	\$340.00	\$0.00	\$0.00	\$340.00	100.00%	\$0.00	
072010-00	Batt Insulation	\$16,181.00	\$16,181.00	\$0.00	\$0.00	\$16,181.00	100.00%	\$0.00	
	SUB-TOTALS	\$4,696,876.00	\$4,760,882.78	(\$64,006.78)	\$0.00	\$4,696,876.00	100.00%	\$0.00	

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Item 14.

PROJECT: 2212
New Public Safety Building

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
074215-00	Roofing								
074215-01	Metal Roof - Labor	\$24,450.00	\$24,450.00	\$0.00	\$0.00	\$24,450.00	100.00%	\$0.00	
074215-02	Metal Roof - Material	\$28,650.00	\$28,650.00	\$0.00	\$0.00	\$28,650.00	100.00%	\$0.00	
074215-03	Modified Bitumen Roof - Labor	\$48,960.00	\$48,960.00	\$0.00	\$0.00	\$48,960.00	100.00%	\$0.00	
074215-04	Modified Bitumen Roof - Material	\$294,640.00	\$294,640.00	\$0.00	\$0.00	\$294,640.00	100.00%	\$0.00	
074215-05	Mobilization	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00	100.00%	\$0.00	
074215-06	Lift	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100.00%	\$0.00	
074215-07	Submittals / Close-outs	\$950.00	\$950.00	\$0.00	\$0.00	\$950.00	100.00%	\$0.00	
081100-00	H. M. Doors / Frames/Doors/Hardware								
081100-01	Hollow Metal Doors & Frames	\$30,640.00	\$30,640.00	\$0.00	\$0.00	\$30,640.00	100.00%	\$0.00	
081100-02	Wood Doors	\$49,205.00	\$49,205.00	\$0.00	\$0.00	\$49,205.00	100.00%	\$0.00	
081100-03	Finish Hardware	\$112,665.00	\$112,665.00	\$0.00	\$0.00	\$112,665.00	100.00%	\$0.00	
081100-04	Doors & Hardware Install	\$17,650.00	\$17,650.00	\$0.00	\$0.00	\$17,650.00	100.00%	\$0.00	
083010-00	Overhead Doors								
083010-01	Overhead Doors - Material	\$59,841.00	\$59,841.00	\$0.00	\$0.00	\$59,841.00	100.00%	\$0.00	
083010-02	Overhead Doors - Labor	\$7,730.00	\$7,343.50	\$386.50	\$0.00	\$7,730.00	100.00%	\$0.00	
	SUB-TOTALS	\$5,388,607.00	\$5,452,227.28	(\$63,620.28)	\$0.00	\$5,388,607.00	100.00%	\$0.00	

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Item 14.

PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
PERIOD THRU: 06/30/2024
PROJECT #s: 2212

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
084000-00	Aluminum Storefront / Glazing								
084000-01	Submittals	\$6,750.00	\$6,750.00	\$0.00	\$0.00	\$6,750.00	100.00%	\$0.00	
084000-02	Exterior Aluminum Framing - Material	\$102,500.00	\$102,500.00	\$0.00	\$0.00	\$102,500.00	100.00%	\$0.00	
084000-03	Exterior Aluminum Framing - Labor	\$24,500.00	\$24,500.00	\$0.00	\$0.00	\$24,500.00	100.00%	\$0.00	
084000-04	Glass & Glazing - Material	\$107,500.00	\$107,500.00	\$0.00	\$0.00	\$107,500.00	100.00%	\$0.00	
084000-05	Glass & Glazing - Labor	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100.00%	\$0.00	
084000-06	Aluminum Entrance Doors - Material	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	
084000-07	Aluminum Entrance Doors - Labor	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	
084000-08	Sliding Reception Windows - Material	\$9,400.00	\$9,400.00	\$0.00	\$0.00	\$9,400.00	100.00%	\$0.00	
084000-09	Sliding Reception Windows - Labor	\$850.00	\$850.00	\$0.00	\$0.00	\$850.00	100.00%	\$0.00	
084000-10	Security Windows - Material	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	
084000-11	Security Windows - Labor	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	
084000-12	Sun Control Devices - Material	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	100.00%	\$0.00	
084000-13	Sun Control Devices - Labor	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	
084000-14	Sun Control Devices - Equipment	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	100.00%	\$0.00	
084020-00	Louver Screens								
	SUB-TOTALS	\$5,694,607.00	\$5,730,227.28	(\$35,620.28)	\$0.00	\$5,694,607.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
084020-01	Louver Screens - Material	\$63,250.00	\$63,250.00	\$0.00	\$0.00	\$63,250.00	100.00%	\$0.00	
084020-02	Louver Screens - Labor	\$6,030.00	\$6,030.00	\$0.00	\$0.00	\$6,030.00	100.00%	\$0.00	
092410-00	Lath & Plaster								
092410-01	Lath - Material	\$7,512.00	\$7,512.00	\$0.00	\$0.00	\$7,512.00	100.00%	\$0.00	
092410-02	Lath - Labor	\$4,700.00	\$4,700.00	\$0.00	\$0.00	\$4,700.00	100.00%	\$0.00	
092410-03	Plaster - Material	\$6,305.00	\$6,305.00	\$0.00	\$0.00	\$6,305.00	100.00%	\$0.00	
092410-04	Plaster - Labor	\$4,228.00	\$4,228.00	\$0.00	\$0.00	\$4,228.00	100.00%	\$0.00	
092410-05	N.U. Plaster Labor	\$3,805.00	\$3,805.00	\$0.00	\$0.00	\$3,805.00	100.00%	\$0.00	
092410-06	Set Up Labor	\$24,312.00	\$24,312.00	\$0.00	\$0.00	\$24,312.00	100.00%	\$0.00	
092410-07	Miscellaneous	\$2,288.00	\$2,288.00	\$0.00	\$0.00	\$2,288.00	100.00%	\$0.00	
092910-00	Drywall								
092910-01	1st Floor Interior Framing - Material	\$93,772.00	\$93,772.00	\$0.00	\$0.00	\$93,772.00	100.00%	\$0.00	
092910-02	1st Floor Interior Framing - Labor	\$66,525.00	\$66,525.00	\$0.00	\$0.00	\$66,525.00	100.00%	\$0.00	
092910-03	1st Floor Gyp Board & Insulation - Material	\$55,201.00	\$55,201.00	\$0.00	\$0.00	\$55,201.00	100.00%	\$0.00	
092910-04	1st Floor Gyp Board & Insulation - Labor	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$35,467.00	100.00%	\$0.00	
092910-05	1st Floor Finishing - Material	\$5,700.00	\$5,700.00	\$0.00	\$0.00	\$5,700.00	100.00%	\$0.00	
	SUB-TOTALS	\$6,073,702.00	\$6,109,322.28	(\$35,620.28)	\$0.00	\$6,073,702.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
092910-06	1st Floor Finishing - Labor	\$32,300.00	\$32,300.00	\$0.00	\$0.00	\$32,300.00	100.00%	\$0.00	
092910-07	2nd Floor Interior Framing - Material	\$52,311.00	\$52,311.00	\$0.00	\$0.00	\$52,311.00	100.00%	\$0.00	
092910-08	2nd Floor Interior Framing - Labor	\$37,684.00	\$37,684.00	\$0.00	\$0.00	\$37,684.00	100.00%	\$0.00	
092910-09	2nd Floor Gyp Board & Insulation - Material	\$40,221.00	\$40,221.00	\$0.00	\$0.00	\$40,221.00	100.00%	\$0.00	
092910-10	2nd Floor Gyp Board & Insulation - Labor	\$32,147.00	\$32,147.00	\$0.00	\$0.00	\$32,147.00	100.00%	\$0.00	
092910-11	2nd Floor Finishing - Material	\$4,845.00	\$4,845.00	\$0.00	\$0.00	\$4,845.00	100.00%	\$0.00	
092910-12	2nd Floor Finishing - Labor	\$27,455.00	\$27,455.00	\$0.00	\$0.00	\$27,455.00	100.00%	\$0.00	
092920-00	Acoustical Ceiling								
092920-01	Acoustical Ceiling - Material	\$85,000.00	\$85,000.00	\$0.00	\$0.00	\$85,000.00	100.00%	\$0.00	
092920-02	Acoustical Ceiling - Labor	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	
093000-00	Ceramic Tile								
093000-01	Equipment - Mobilization & Tools	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	
093000-02	Tile Material - Floor	\$12,228.00	\$12,228.00	\$0.00	\$0.00	\$12,228.00	100.00%	\$0.00	
093000-03	Tile Material - Walls	\$58,040.00	\$58,040.00	\$0.00	\$0.00	\$58,040.00	100.00%	\$0.00	
093000-04	Tile Labor - Floor	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00	100.00%	\$0.00	
093000-05	Tile Labor - Walls	\$23,820.00	\$23,820.00	\$0.00	\$0.00	\$23,820.00	100.00%	\$0.00	
	SUB-TOTALS	\$6,511,953.00	\$6,547,573.28	(\$35,620.28)	\$0.00	\$6,511,953.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
096210-00	Concrete Floor Sealer	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	
096680-00	Carpet / Resilient Tile								
096680-01	Carpet - Material	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	
096680-02	Carpet - Labor	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100.00%	\$0.00	
096680-03	Resilient Tile - Material	\$69,400.00	\$69,400.00	\$0.00	\$0.00	\$69,400.00	100.00%	\$0.00	
096680-04	Resilient Tile - Labor	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	
096715-00	Epoxy Flooring	\$4,004.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	
096720-00	Sports Flooring	\$4,560.00	\$4,560.00	\$0.00	\$0.00	\$4,560.00	100.00%	\$0.00	
099000-00	Painting								
099000-01	Interior Painting - Labor	\$34,615.00	\$34,615.00	\$0.00	\$0.00	\$34,615.00	100.00%	\$0.00	
099000-02	Interior Painting - Material	\$15,917.00	\$15,917.00	\$0.00	\$0.00	\$15,917.00	100.00%	\$0.00	
099000-03	Exterior Painting - Labor	\$375.00	\$375.00	\$0.00	\$0.00	\$375.00	100.00%	\$0.00	
099000-04	Exterior Painting - Material	\$105.00	\$105.00	\$0.00	\$0.00	\$105.00	100.00%	\$0.00	
102000-00	Toilet Partitions/Toilet Acc/FE								
102000-01	Toilet Partitions - Material	\$15,312.00	\$15,312.00	\$0.00	\$0.00	\$15,312.00	100.00%	\$0.00	
102000-02	Toilet Partitions - Labor	\$2,248.00	\$2,248.00	\$0.00	\$0.00	\$2,248.00	100.00%	\$0.00	
	SUB-TOTALS	\$6,681,089.00	\$6,716,709.28	(\$35,620.28)	\$0.00	\$6,681,089.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
102000-03	Toilet Accessories - Material	\$7,438.00	\$7,438.00	\$0.00	\$0.00	\$7,438.00	100.00%	\$0.00	
102000-04	Toilet Accessories - Labor	\$2,640.00	\$2,640.00	\$0.00	\$0.00	\$2,640.00	100.00%	\$0.00	
102000-05	Fire Protection - Material	\$1,719.00	\$1,719.00	\$0.00	\$0.00	\$1,719.00	100.00%	\$0.00	
102000-06	Fire Protection - Labor	\$221.00	\$221.00	\$0.00	\$0.00	\$221.00	100.00%	\$0.00	
102610-00	Corner Guards								
102610-01	Corner Guards - Material	\$13,855.00	\$13,855.00	\$0.00	\$0.00	\$13,855.00	100.00%	\$0.00	
102610-02	Corner Guards - Install	\$2,125.00	\$2,125.00	\$0.00	\$0.00	\$2,125.00	100.00%	\$0.00	
105125-00	Metal Lockers / Metal Shelving								
105125-01	Lockers - Material	\$13,250.00	\$13,250.00	\$0.00	\$0.00	\$13,250.00	100.00%	\$0.00	
105125-02	Lockers - Installation	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	
105125-03	Lockers - Freight	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	
105125-04	Metal Shelving - Material	\$11,150.00	\$11,150.00	\$0.00	\$0.00	\$11,150.00	100.00%	\$0.00	
105125-05	Metal Shelving - Installation	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100.00%	\$0.00	
105125-06	Metal Shelving - Freight	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00	100.00%	\$0.00	
105126-00	Evidence Lockers								
105126-01	Evidence Lockers - Material	\$13,916.00	\$13,916.00	\$0.00	\$0.00	\$13,916.00	100.00%	\$0.00	
	SUB-TOTALS	\$6,753,853.00	\$6,789,473.28	(\$35,620.28)	\$0.00	\$6,753,853.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
105126-02	Evidence Lockers - Labor	\$1,224.00	\$1,224.00	\$0.00	\$0.00	\$1,224.00	100.00%	\$0.00	
105126-03	Evidence Lockers - Freight	\$770.00	\$770.00	\$0.00	\$0.00	\$770.00	100.00%	\$0.00	
105613-00	Mobile Storage Shelving								
105613-01	Mobile Storage Shelving - Material	\$28,940.00	\$28,940.00	\$0.00	\$0.00	\$28,940.00	100.00%	\$0.00	
105613-02	Mobile Storage Shelving - Labor	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	
107310-00	Walkway Canopy								
107310-01	Submittals	\$25,632.00	\$25,632.00	\$0.00	\$0.00	\$25,632.00	100.00%	\$0.00	
107310-02	Materials	\$154,722.00	\$154,722.00	\$0.00	\$0.00	\$154,722.00	100.00%	\$0.00	
107310-03	Labor	\$77,361.00	\$77,361.00	\$0.00	\$0.00	\$77,361.00	100.00%	\$0.00	
107315-00	Knox Box	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100.00%	\$0.00	
107510-00	Flagpole								
107510-01	Flagpole - Material	\$5,806.00	\$5,806.00	\$0.00	\$0.00	\$5,806.00	100.00%	\$0.00	
107510-02	Flagpole - Labor	\$1,180.00	\$1,180.00	\$0.00	\$0.00	\$1,180.00	100.00%	\$0.00	
113105-00	Residential Appliances	\$9,628.00	\$9,628.00	\$0.00	\$0.00	\$9,628.00	100.00%	\$0.00	
114010-00	Detention Security Hollow Metal Doors & Frames	\$19,983.00	\$19,983.00	\$0.00	\$0.00	\$19,983.00	100.00%	\$0.00	
122110-00	Blinds/Shades								
	SUB-TOTALS	\$7,083,699.00	\$7,119,319.28	(\$35,620.28)	\$0.00	\$7,083,699.00	100.00%	\$0.00	

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122110-01	1st Floor Blinds - Material	\$2,391.00	\$2,391.00	\$0.00	\$0.00	\$2,391.00	100.00%	\$0.00	
122110-02	1st Floor Blinds - Labor	\$739.00	\$739.00	\$0.00	\$0.00	\$739.00	100.00%	\$0.00	
122110-03	2nd Floor Blinds - Material	\$3,287.00	\$3,287.00	\$0.00	\$0.00	\$3,287.00	100.00%	\$0.00	
122110-04	2nd Floor Blinds - Labor	\$1,015.00	\$1,015.00	\$0.00	\$0.00	\$1,015.00	100.00%	\$0.00	
122110-05	Shades - Material	\$2,519.00	\$2,519.00	\$0.00	\$0.00	\$2,519.00	100.00%	\$0.00	
122110-06	Shades - Labor	\$130.00	\$130.00	\$0.00	\$0.00	\$130.00	100.00%	\$0.00	
123210-00	Casework								
123210-01	Area A - Material	\$53,255.00	\$53,255.00	\$0.00	\$0.00	\$53,255.00	100.00%	\$0.00	
123210-02	Area A - Labor	\$7,958.00	\$7,958.00	\$0.00	\$0.00	\$7,958.00	100.00%	\$0.00	
123210-03	Area B - Material	\$18,955.00	\$18,955.00	\$0.00	\$0.00	\$18,955.00	100.00%	\$0.00	
123210-04	Area B - Labor	\$2,832.00	\$2,832.00	\$0.00	\$0.00	\$2,832.00	100.00%	\$0.00	
140000-00	Elevator	\$106,033.00	\$106,033.00	\$0.00	\$0.00	\$106,033.00	100.00%	\$0.00	
211000-00	Fire Sprinkler System								
211000-01	Mobilization	\$3,970.00	\$3,970.00	\$0.00	\$0.00	\$3,970.00	100.00%	\$0.00	
211000-02	Design	\$10,655.00	\$10,655.00	\$0.00	\$0.00	\$10,655.00	100.00%	\$0.00	
211000-03	Project Management	\$6,102.00	\$6,102.00	\$0.00	\$0.00	\$6,102.00	100.00%	\$0.00	
	SUB-TOTALS	\$7,303,540.00	\$7,339,160.28	(\$35,620.28)	\$0.00	\$7,303,540.00	100.00%	\$0.00	

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211000-05	System Rough-in	\$16,890.00	\$16,890.00	\$0.00	\$0.00	\$16,890.00	100.00%	\$0.00	
211000-06	System Material	\$59,433.00	\$59,433.00	\$0.00	\$0.00	\$59,433.00	100.00%	\$0.00	
211000-07	Trim & Test	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	
220000-00	Plumbing								
220000-01	Sanitary UG - Material	\$45,421.00	\$45,421.00	\$0.00	\$0.00	\$45,421.00	100.00%	\$0.00	
220000-02	Sanitary UG - Labor	\$28,273.00	\$28,273.00	\$0.00	\$0.00	\$28,273.00	100.00%	\$0.00	
220000-03	Sanitary T/O - Material	\$33,929.00	\$33,929.00	\$0.00	\$0.00	\$33,929.00	100.00%	\$0.00	
220000-04	Sanitary T/O - Labor	\$37,713.00	\$37,713.00	\$0.00	\$0.00	\$37,713.00	100.00%	\$0.00	
220000-05	Roof Drains - Material	\$35,190.00	\$35,190.00	\$0.00	\$0.00	\$35,190.00	100.00%	\$0.00	
220000-06	Roof Drains - Labor	\$31,078.00	\$31,078.00	\$0.00	\$0.00	\$31,078.00	100.00%	\$0.00	
220000-07	Water Piping - Material	\$78,504.00	\$78,504.00	\$0.00	\$0.00	\$78,504.00	100.00%	\$0.00	
220000-08	Water Piping - Labor	\$55,850.00	\$55,850.00	\$0.00	\$0.00	\$55,850.00	100.00%	\$0.00	
220000-09	Natural Gas - Material	\$4,773.00	\$4,773.00	\$0.00	\$0.00	\$4,773.00	100.00%	\$0.00	
220000-10	Natural Gas - Labor	\$8,268.00	\$8,268.00	\$0.00	\$0.00	\$8,268.00	100.00%	\$0.00	
220000-10	Insulation - Labor	\$16,091.00	\$16,091.00	\$0.00	\$0.00	\$16,091.00	100.00%	\$0.00	
220000-11	Fixtures - Material	\$44,724.00	\$44,724.00	\$0.00	\$0.00	\$44,724.00	100.00%	\$0.00	
	SUB-TOTALS	\$7,801,877.00	\$7,837,497.28	(\$35,620.28)	\$0.00	\$7,801,877.00	100.00%	\$0.00	

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PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
PERIOD THRU: 06/30/2024
PROJECT #s: 2212

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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD					
220000-12	Fixtures - Labor	\$13,046.00	\$13,046.00	\$0.00	\$0.00	\$13,046.00	100.00%	\$0.00	
220000-13	Insulation - Material	\$17,040.00	\$17,040.00	\$0.00	\$0.00	\$17,040.00	100.00%	\$0.00	
230110-00	HVAC								
230110-01	Submittals / Mobilization	\$6,425.00	\$6,425.00	\$0.00	\$0.00	\$6,425.00	100.00%	\$0.00	
230110-02	Permit	\$1,550.00	\$1,550.00	\$0.00	\$0.00	\$1,550.00	100.00%	\$0.00	
230110-03	Shop Drawings	\$7,032.00	\$7,032.00	\$0.00	\$0.00	\$7,032.00	100.00%	\$0.00	
230110-04	RTU's	\$136,101.00	\$136,101.00	\$0.00	\$0.00	\$136,101.00	100.00%	\$0.00	
230110-05	DX Split Systems	\$10,099.00	\$10,099.00	\$0.00	\$0.00	\$10,099.00	100.00%	\$0.00	
230110-06	Vibration Isolation	\$1,155.00	\$1,155.00	\$0.00	\$0.00	\$1,155.00	100.00%	\$0.00	
230110-07	Fans	\$21,430.00	\$21,430.00	\$0.00	\$0.00	\$21,430.00	100.00%	\$0.00	
230110-08	VAV Boxes	\$59,910.00	\$59,910.00	\$0.00	\$0.00	\$59,910.00	100.00%	\$0.00	
230110-09	Grilles / Registers	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$20,800.00	100.00%	\$0.00	
230110-10	Louvers	\$3,780.00	\$3,780.00	\$0.00	\$0.00	\$3,780.00	100.00%	\$0.00	
230110-11	Heaters	\$4,831.00	\$4,831.00	\$0.00	\$0.00	\$4,831.00	100.00%	\$0.00	
230110-12	Ductwork Labor	\$100,485.00	\$100,485.00	\$0.00	\$0.00	\$100,485.00	100.00%	\$0.00	
230110-13	Ductwork Material	\$97,545.00	\$97,545.00	\$0.00	\$0.00	\$97,545.00	100.00%	\$0.00	
	SUB-TOTALS	\$8,303,106.00	\$8,338,726.28	(\$35,620.28)	\$0.00	\$8,303,106.00	100.00%	\$0.00	

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PROJECT: 2212
New Public Safety Building

APPLICATION #: 19
DATE OF APPLICATION: 06/30/2024
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PROJECT #s: 2212

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
230110-14	Pipe Labor	\$20,364.00	\$20,364.00	\$0.00	\$0.00	\$20,364.00	100.00%	\$0.00	
230110-15	Pipe Material	\$10,884.00	\$10,884.00	\$0.00	\$0.00	\$10,884.00	100.00%	\$0.00	
230110-16	Insulation Labor	\$9,450.00	\$9,450.00	\$0.00	\$0.00	\$9,450.00	100.00%	\$0.00	
230110-17	Insulation Material	\$12,600.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	100.00%	\$0.00	
230110-18	Start Up	\$5,185.00	\$5,185.00	\$0.00	\$0.00	\$5,185.00	100.00%	\$0.00	
230110-19	Controls Mobilization	\$11,550.00	\$11,550.00	\$0.00	\$0.00	\$11,550.00	100.00%	\$0.00	
230110-20	Controls Engineering	\$17,325.00	\$17,325.00	\$0.00	\$0.00	\$17,325.00	100.00%	\$0.00	
230110-21	Controls Material	\$47,561.00	\$47,561.00	\$0.00	\$0.00	\$47,561.00	100.00%	\$0.00	
230110-22	Controls Installation Subcontractor	\$33,163.00	\$33,163.00	\$0.00	\$0.00	\$33,163.00	100.00%	\$0.00	
230110-23	Controls Commissioning	\$5,620.00	\$5,620.00	\$0.00	\$0.00	\$5,620.00	100.00%	\$0.00	
230110-24	Closeout	\$1,260.00	\$0.00	\$1,260.00	\$0.00	\$1,260.00	100.00%	\$0.00	
260000-00	Electrical								
260000-01	Mobilization	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	
260000-02	General Conditions	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
260000-03	Temporary Power	\$18,705.00	\$18,705.00	\$0.00	\$0.00	\$18,705.00	100.00%	\$0.00	
260000-04	Site - Materials	\$148,970.00	\$148,970.00	\$0.00	\$0.00	\$148,970.00	100.00%	\$0.00	
	SUB-TOTALS	\$8,690,743.00	\$8,725,103.28	(\$34,360.28)	\$0.00	\$8,690,743.00	100.00%	\$0.00	

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PROJECT: 2212
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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
260000-05	Site - Labor	\$112,045.00	\$112,045.00	\$0.00	\$0.00	\$112,045.00	100.00%	\$0.00	
260000-06	Grounding - Material	\$2,050.00	\$2,050.00	\$0.00	\$0.00	\$2,050.00	100.00%	\$0.00	
260000-07	Grounding - Labor	\$3,575.00	\$3,575.00	\$0.00	\$0.00	\$3,575.00	100.00%	\$0.00	
260000-08	Distribution - Material	\$219,860.00	\$219,860.00	\$0.00	\$0.00	\$219,860.00	100.00%	\$0.00	
260000-09	Distribution - Labor	\$53,635.00	\$53,635.00	\$0.00	\$0.00	\$53,635.00	100.00%	\$0.00	
260000-10	Generator - Material	\$335,125.00	\$76,962.50	\$258,162.50	\$0.00	\$335,125.00	100.00%	\$0.00	
260000-11	Generator - Labor	\$51,300.00	\$20,520.00	\$30,780.00	\$0.00	\$51,300.00	100.00%	\$0.00	
260000-12	Feeders - Material	\$17,640.00	\$17,640.00	\$0.00	\$0.00	\$17,640.00	100.00%	\$0.00	
260000-13	Feeders - Labor	\$10,130.00	\$10,130.00	\$0.00	\$0.00	\$10,130.00	100.00%	\$0.00	
260000-14	Branch Wiring - Material	\$54,065.00	\$54,065.00	\$0.00	\$0.00	\$54,065.00	100.00%	\$0.00	
260000-15	Branch Wiring - Labor	\$50,226.00	\$50,226.00	\$0.00	\$0.00	\$50,226.00	100.00%	\$0.00	
260000-16	LV Rough-in - Material	\$21,300.00	\$21,300.00	\$0.00	\$0.00	\$21,300.00	100.00%	\$0.00	
260000-17	LV Rough-in - Labor	\$24,210.00	\$24,210.00	\$0.00	\$0.00	\$24,210.00	100.00%	\$0.00	
260000-18	Lighting - Material	\$240,315.00	\$240,315.00	\$0.00	\$0.00	\$240,315.00	100.00%	\$0.00	
260000-19	Lighting - Labor	\$34,360.00	\$34,360.00	\$0.00	\$0.00	\$34,360.00	100.00%	\$0.00	
260000-20	Equipment Connections - Material	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100.00%	\$0.00	
	SUB-TOTALS	\$9,925,679.00	\$9,671,096.78	\$254,582.22	\$0.00	\$9,925,679.00	100.00%	\$0.00	

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
260000-21	Equipment Connections - Labor	\$11,255.00	\$11,255.00	\$0.00	\$0.00	\$11,255.00	100.00%	\$0.00	
260000-22	Lighting Controls - Material	\$63,285.00	\$63,285.00	\$0.00	\$0.00	\$63,285.00	100.00%	\$0.00	
260000-23	Lighting Controls - Labor	\$37,300.00	\$36,554.00	\$746.00	\$0.00	\$37,300.00	100.00%	\$0.00	
260000-24	Wiring Devices - Material	\$29,085.00	\$29,085.00	\$0.00	\$0.00	\$29,085.00	100.00%	\$0.00	
260000-25	Wiring Devices - Labor	\$42,060.00	\$42,060.00	\$0.00	\$0.00	\$42,060.00	100.00%	\$0.00	
260000-26	Closeout	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	
271000-00	Voice/Data/Audio/Video/CATV Systems								
271000-01	Network Cabling - Materials	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	
271000-02	Network Cabling - Labor	\$34,000.00	\$34,000.00	\$0.00	\$0.00	\$34,000.00	100.00%	\$0.00	
271000-03	AV Systems - Materials	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	
271000-04	AV Systems - Labor	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	
271000-05	CATV Systems - Materials	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	
271000-06	CATV Systems - Labor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	
275319-00	Distribution Antenna System (DAS)	\$51,000.00	\$51,000.00	\$0.00	\$0.00	\$51,000.00	100.00%	\$0.00	
282000-00	Video Surveillance System	\$144,937.00	\$144,937.00	\$0.00	\$0.00	\$144,937.00	100.00%	\$0.00	
284600-00	Fire Alarm System								
	SUB-TOTALS	\$10,414,601.00	\$10,154,272.78	\$260,328.22	\$0.00	\$10,414,601.00	100.00%	\$0.00	

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PROJECT: 2212
New Public Safety Building

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
284600-01	Design	\$2,873.00	\$2,873.00	\$0.00	\$0.00	\$2,873.00	100.00%	\$0.00	
284600-02	Material	\$17,186.00	\$17,186.00	\$0.00	\$0.00	\$17,186.00	100.00%	\$0.00	
284600-03	Labor - Rough In	\$6,741.00	\$6,741.00	\$0.00	\$0.00	\$6,741.00	100.00%	\$0.00	
284600-04	Labor - Equip Install	\$10,820.00	\$10,820.00	\$0.00	\$0.00	\$10,820.00	100.00%	\$0.00	
310010-00	Earthwork								
310010-01	Mobilization	\$14,427.00	\$14,427.00	\$0.00	\$0.00	\$14,427.00	100.00%	\$0.00	
310010-02	Construction Exit Final Removal	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	
310010-03	Stripping	\$15,462.00	\$15,462.00	\$0.00	\$0.00	\$15,462.00	100.00%	\$0.00	
310010-04	Curb, Gutter, Sidewalk Demo	\$4,230.00	\$4,230.00	\$0.00	\$0.00	\$4,230.00	100.00%	\$0.00	
310010-05	Earthwork	\$29,837.00	\$29,837.00	\$0.00	\$0.00	\$29,837.00	100.00%	\$0.00	
310010-06	Building pad	\$106,884.00	\$106,884.00	\$0.00	\$0.00	\$106,884.00	100.00%	\$0.00	
310010-07	Lime Slurry	\$106,197.00	\$106,197.00	\$0.00	\$0.00	\$106,197.00	100.00%	\$0.00	
310010-08	Backfill	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	
310010-09	Surveying	\$8,829.00	\$8,829.00	\$0.00	\$0.00	\$8,829.00	100.00%	\$0.00	
310015-00	Concrete Spoils Haul Off	\$14,765.00	\$14,765.00	\$0.00	\$0.00	\$14,765.00	100.00%	\$0.00	
310020-00	Site Utility/Under Slab Plumbing Spoils	\$18,480.00	\$18,480.00	\$0.00	\$0.00	\$18,480.00	100.00%	\$0.00	
	SUB-TOTALS	\$10,778,432.00	\$10,518,103.78	\$260,328.22	\$0.00	\$10,778,432.00	100.00%	\$0.00	

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New Public Safety Building

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			COMPLETED WORK			TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
312510-00	SWPPP FF & Maintenance	\$3,278.00	\$3,278.00	\$0.00	\$0.00	\$3,278.00	100.00%	\$0.00	
312515-00	SWPPP Binder	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	
321710-00	Parking Striping / HC Signs / Wheelstops	\$5,790.00	\$5,790.00	\$0.00	\$0.00	\$5,790.00	100.00%	\$0.00	
321810-00	Pavers								
321810-01	Mobilization	\$2,501.00	\$2,501.00	\$0.00	\$0.00	\$2,501.00	100.00%	\$0.00	
321810-02	Pavers, Sand, Misc. Materials	\$8,100.00	\$8,100.00	\$0.00	\$0.00	\$8,100.00	100.00%	\$0.00	
321810-03	Labor To Install	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.00%	\$0.00	
321810-04	Clean Up	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	
323110-00	Fencing								
323110-01	Ornamental Fence - Material	\$55,824.00	\$55,824.00	\$0.00	\$0.00	\$55,824.00	100.00%	\$0.00	
323110-02	Ornamental Fence - Labor	\$5,600.00	\$5,600.00	\$0.00	\$0.00	\$5,600.00	100.00%	\$0.00	
323110-03	Gate - Material	\$18,326.00	\$18,326.00	\$0.00	\$0.00	\$18,326.00	100.00%	\$0.00	
323110-04	Gate - Labor	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	
323110-05	Gate Operators- Material	\$15,129.00	\$15,129.00	\$0.00	\$0.00	\$15,129.00	100.00%	\$0.00	
323110-06	Gate Operators- Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	
329010-00	Landscaping								
	SUB-TOTALS	\$10,919,480.00	\$10,659,151.78	\$260,328.22	\$0.00	\$10,919,480.00	100.00%	\$0.00	

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New Public Safety Building

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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
329010-01	Planting - Labor	\$2,979.00	\$2,979.00	\$0.00	\$0.00	\$2,979.00	100.00%	\$0.00	
329010-02	Planting - Material	\$8,905.00	\$8,905.00	\$0.00	\$0.00	\$8,905.00	100.00%	\$0.00	
329010-03	Sod - Labor	\$7,802.00	\$7,802.00	\$0.00	\$0.00	\$7,802.00	100.00%	\$0.00	
329010-04	Sod - Material	\$24,122.00	\$24,122.00	\$0.00	\$0.00	\$24,122.00	100.00%	\$0.00	
329010-05	Soil Mix - Labor	\$3,614.00	\$3,614.00	\$0.00	\$0.00	\$3,614.00	100.00%	\$0.00	
329010-06	Soil Mix - Material	\$8,328.00	\$8,328.00	\$0.00	\$0.00	\$8,328.00	100.00%	\$0.00	
329010-07	Mulch - Labor	\$1,227.00	\$1,227.00	\$0.00	\$0.00	\$1,227.00	100.00%	\$0.00	
329010-08	Mulch - Material	\$2,523.00	\$2,523.00	\$0.00	\$0.00	\$2,523.00	100.00%	\$0.00	
329010-09	30-day Maintenance	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	
330510-00	Site Water/Sanitary/Storm								
330510-01	Storm - Material	\$63,813.00	\$63,813.00	\$0.00	\$0.00	\$63,813.00	100.00%	\$0.00	
330510-02	Storm - Labor	\$26,987.00	\$26,987.00	\$0.00	\$0.00	\$26,987.00	100.00%	\$0.00	
330510-03	Sanitary - Material	\$7,281.00	\$7,281.00	\$0.00	\$0.00	\$7,281.00	100.00%	\$0.00	
330510-04	Sanitary - Labor	\$2,819.00	\$2,819.00	\$0.00	\$0.00	\$2,819.00	100.00%	\$0.00	
330510-05	Water - Material	\$64,592.00	\$64,592.00	\$0.00	\$0.00	\$64,592.00	100.00%	\$0.00	
330510-06	Water - Labor	\$20,008.00	\$20,008.00	\$0.00	\$0.00	\$20,008.00	100.00%	\$0.00	
	SUB-TOTALS	\$11,166,480.00	\$10,906,151.78	\$260,328.22	\$0.00	\$11,166,480.00	100.00%	\$0.00	

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Item 14.

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New Public Safety Building

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PROJECT #s: 2212

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD					
350000-01	Change Order #1	(\$97,504.00)	\$0.00	(\$97,504.00)	\$0.00	(\$97,504.00)	100.00%	\$0.00	
TOTALS		\$11,068,976.00	\$10,906,151.78	\$162,824.22	\$0.00	\$11,068,976.00	100.00%	\$0.00	

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Change Order

PROJECT: (Name and address) City of Iowa Colony New Public Safety Building 3144 Meridiana Parkway Rosharon, Texas 77582	CONTRACT INFORMATION: Contract For: General Construction Date: 08/15/2022	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 06/20/2024
OWNER: (Name and address) City of Iowa Colony 3144 Meridiana Parkway Rosharon, Texas 77582	ARCHITECT: (Name and address) Joiner Architects 700 Rockmead, Suite 265 Kingwood, Texas 77339	CONTRACTOR: (Name and address) Sterling Structures, Inc. 1425 Woodvine Houston, Texas 77055

THE CONTRACT IS CHANGED AS FOLLOWS:

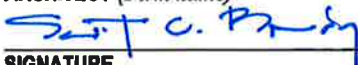

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Credit for unused contingencies.

The original Contract Sum was	\$ 11,166,480.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 11,166,480.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 97,504.00
The new Contract Sum including this Change Order will be	\$ 11,068,976.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Joiner Architects ARCHITECT (Firm name)	Sterling Structures, Inc. CONTRACTOR (Firm name)	City of Iowa Colony OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Scott Brady, Architect PRINTED NAME AND TITLE	Jay B. Carlton, CEO PRINTED NAME AND TITLE	Robert Hemminger, City Manager PRINTED NAME AND TITLE
6/20/2024 DATE	6/26/24 DATE	 DATE

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User Notes: (3B9ADA54)



IOWA COLONY FIRE MARSHAL'S OFFICE

Item 15.

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

Office Phone: (346) 395-4551
Email: acantu@iowacolonytx.gov

Cell Phone: (346) 278-9218
Website: iowacolonytx.gov

Fire Marshal / Building Official August 2024 Monthly Report

September 3, 2024

Mayor and Council,

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

Community Development

Inspections Conducted by BBG-

Building Inspections-	389
Plumbing Inspections -	447
Mechanical Inspections-	175
Electrical Inspections-	<u>363</u>
Total-	1374

Inspections paid to BBG for August 2023 total of 1134 Inspections- \$25,515.00

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

August 2024, Total Inspections 1374

Total paid to BBG \$30,915.00

Plan Reviews- 83

2- Building 6- Electrical 1 New Addition 72- New Residential 1-P&Z 1- Swimming Pool

Permits Issued

2023- 166

92- New Homes 21- Engineer Projects 53- Other Permits Issued

2024- 167

63- New Homes 21 Engineer Projects 83- Other Permits Issued

Fees Collected

2023- \$311,783.50

New Home Permit Fees- \$174,651.57 Engineer Projects- \$117,721.17 Other Permit Fees- \$19,410.76

2024- \$543,628.28

New Home Permit Fees- \$274,611.12 Engineer Projects-\$239,150.06 Other Permit Fees-\$29,867.00

Animal Control

47- Calls for Service

13- Pickups 5- Return to owner 4- Taken to rescue 4- SPCA 2- Wildlife calls
1- Deceased animal 13- Running at large 2- Welfare check 1- Livestock 2- Bire Case
Assisted Marvel with animal rescue and transport to Houston spay and neuter.

Code Compliance

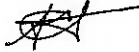
26- Calls for Service

6- Tall grass and weeds 1- Abandoned vehicle 18- sign removals 1- Abatement (Basalt)

Fire Marshal Report

Nothing to report

Thanks,



Albert Cantu,
Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report August 2024

Offense	July 2024	August 2024
Burglary	0	0
Theft	3	2
Robbery	0	0
Total Index Crimes Reported	3	2
Reports Taken		
Misdemeanor	25	27
Felony	13	7
Charges Filed/Arrests		
Misdemeanor	15	17
Felony	4	3
Outside Agency Warrant Arrest	5	1
Traffic Enforcement		
Citations	601	801
Crash Investigations		
Minor Crashes	28	24
Major Crashes	5	1
Fatality Crashes	0	0
Calls for Service		
Alarms	44	39
Assist Other Agency	34	24
Disturbance	13	15
Other	293	162
Security Checks	540	506
Suspicious Activity/Persons	38	27

Significant Events

- August 2 – Officers were dispatched to the 9900 block of Sterling Gate Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- August 3 – Officers were dispatched to the 9400 block of Amethyst Glen Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest as made and a report was generated.
- August 7 – Officers were dispatched to the area of Karsten Blvd/Meridiana Pkwy for a minor crash. During the crash investigation it was found that one of the drivers was intoxicated. An arrest was made and a report was generated.



IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- August 9 – Officers were dispatched to the 9400 block of Calm Amber Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- August 13 – Officers were dispatched to the 9400 block of Calm Amber Dr in reference to a deadly conduct. The caller stated they observed someone shooting out of the window of a moving vehicle and followed the vehicle to that address. After a short investigation, an arrest was made.
- August 17 – Officers were dispatched to the 100 block of Kiowa Ct in reference to a disturbance. During the call it was found one person had outstanding warrants through Pearland PD and Corpus Christi PD. The individual was detained and turned over to Pearland PD.
- August 24 – Officers conducted a traffic stop on a vehicle in the area of SH 288/Iowa Colony Blvd. During the stop it was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 31 – Officers were dispatched to the area of Iowa Colony Blvd/SH 288 for a minor crash. During the crash investigation it was found that one of the drivers was intoxicated. An arrest was made and a report was generated.
- August 31 – Officers were dispatched to the area of Saber Power Ln/Meridiana Pkwy for a minor crash. During the crash investigation it was found that one of the drivers was intoxicated. An arrest was made and a report was generated.
- August 30 – September 02 we participated in a joint task force with the Texas Department of Public Safety and other law enforcement agencies within Brazoria County to combat drunk driving during the holiday weekend. Although we don't have the totals for the other departments involved our officers conducted over 100 traffic stops leading to the arrest of 8 drivers. 3 Driving While Intoxicated with a Child Passenger, 2 Driving While Intoxicated Involving a Crash, and 2 Driving While License Invalid.

City of Iowa Colony Municipal Court Council Report From 8/1/2024 to 8/31/2024

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
377	1	0	1	5	384

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$18,558.14	\$24,536.64	\$11,715.90	\$800.94	\$979.28	\$56,590.90

Warrants

Issued	Served	Closed	Total
0	0	1	1

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
64	0	36	16	117	233

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
2	0	2	4

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A Street SIGNAGE					
1	Meridian & Iowa Colony	(2) installed school zone sign		completed	8/5/2024
2	Meridian & Pursley	(2) installed school zone sign		completed	8/5/2024
3	Iowa Colony & Davenport	fixed school zone sign		completed	8/5/2024
4	Cedar Rapids & Iowa Colony	replaced street sign		completed	8/6/2024
5	Cr 79 & Iowa colony	replaced street sign		completed	8/6/2024
6	Palo Verde Dr & Agave Point	replaced street sign		completed	8/6/2024
7	Fig Orchard & Homestead Path	replaced street sign		completed	8/6/2024
8	Heritage Grove & Pursley	replaced street sign		completed	8/6/2024
9	Fig orchard & Heritage Grove	replaced street sign		completed	8/6/2024
10	Meridian & Observation Wy	replaced street sign		completed	8/6/2024
11	Cooper Ln & Braggs St	replaced street sign		completed	8/6/2024
12	Sierra Vista & Agassiz	replaced street sign		completed	8/6/2024
13	Ritter Run & Langley Dr	replaced street sign		completed	8/6/2024
14	Cr 439 & Dubuque	replaced street sign		completed	8/6/2024
15	Canterra Creek & Obsidian	replaced street sign		completed	8/6/2024
16	Jade Hill & Sapphine Hills	replaced street sign		completed	8/6/2024
17	Bullard & Karsten	replaced street sign		completed	8/6/2024
18	Discovery Dr & Bornham	replaced street sign		completed	8/6/2024
19	Davenport & Iowa Conony	replaced street sign		completed	8/6/2024
20	Iowa Colony & Davenport	(2) change school zone time (change)		completed	8/7/2024
21	Davenport & High School	change school zone time		completed	8/7/2024
22	davenport & Sophie Mary	(2) fixed school sign		completed	8/7/2024
23	Davenport & Rosemary	fixed school zone sign		completed	8/7/2024
24	meridian 1900 block	fixed divider lane sign		completed	8/7/2024
25	Bullard & Karsten	pulled mph sign		completed	8/9/2024
26	Cr 48 & Cr 62	weight limit & Load zoned bridge sign fixed		completed	8/9/2024
27	Delta & Spring Ct	install stop sign with street names		completed	8/12/2024
28	Cartier & Cabot trl	install stop sign with street names		completed	8/12/2024
29	Benito & Brush wy	fixed stop sign & turn street signs		completed	8/12/2024
30	Halladay & Benito	replaced stop sign		completed	8/12/2024
31	Iowa Colony & Bauhaus	fixed stop sign		completed	8/13/2024
32	FMR 79 & Cedar Rapids	installed stop sign		completed	8/16/2024
33	Iowa Colony & Dubuque	fixed speed sign		completed	8/16/2024
34	Bullard & Cr 48	installed stop sign		completed	8/16/2024
35	Public Works (43 acres)	installed no trespassing sign		completed	8/23/2024
36	Discovery Bay & Davenport	cover walk indicator		completed	8/23/2024
37	Iowa Colony & Brister	installed pole w/ stop sign & street sign		completed	8/26/2024
38	Iowa Colony & Cr 61	pulled pole w/ stop sign		completed	8/26/2024
39	Iowa Colony & Cr 61	installed pole w/ stop sign		completed	8/27/2024
40	Bullard & Cr 79	installed pole w/ stop sign & street sign		completed	8/27/2024
41	Cr 79 & Cedar Rapids	installed street sign		completed	8/27/2024
42	Cr 79 & Bullard	installed pole w/ speed limit sign		completed	8/28/2024
43	Fmc 78 & Iowa Colony	installed street name		completed	8/28/2024
B. DEBRIS REMOVAL					
1	Duke rd	relocating cut trees to CR 48		Completed	8/1/2024
2	Delta & Spring	remove dirt from corner street		Completed	8/19/2024
3	City (1) acre	remove tree limbs		Completed	8/21/2024
4	Delta & Spring Ct to Ocean & Delta	removed dirt from sidewalk		Completed	8/21/2024
C. MOWING/TREE TRIMMING					
1	Meridian & Hwy 288	cut grass on (east/west)		Completed	8/5/2024
2	Public Works	cut grass		completed	8/8/2024
3	City (1) acre	cut grass		Completed	8/8/2024
4	1839 Garnet Breeze	citizen call for broken tree limb		Completed	8/13/2024
5	Phillip 66 gas station(Iowa Colony)	cut grass		Completed	8/14/2024
6	Public works(43acres)	cut grass		unsuccessful	8/13/2024

7	Public works(43acres)	cut grass		unsuccessful	8/14/2024
8	Public works(43acres)	cut grass		unsuccessful	8/15/2024
9	Cr 79 & Cr78	trim trees		Completed	8/15/2024
10	Public Works	cut grass		Completed	8/19/2024
11	City (1) acre	cut grass		Completed	8/19/2024
12	City Hall	cut grass		Completed	8/20/2024
13	Public works(43acres)	cut grass		Completed	8/21/2024
14	Iowa Colony & Davenport	cut grass across from stadium		Completed	8/28/2024
15	Iowa Colony & Davenport	cut grass across from stadium		Completed	8/29/2024
D STREET REPAIRS					
1	Cr 48 (between Duke rd & Cr 62)	filled (4) pot holes		Completed	8/9/2024
2	Iowa Colony (City)	survey streets		completed	8/2/2024
3	Cr 48(Davenport to Cr 62	(7) filled pot holes		Completed	8/12/2024
4	Cr 57	(12) pot holes marked		Completed	8/16/2024
5	Duke rd, Ames,south Cr 48,Drake rd,Meridian		street survey	completed	8/7/2024
6	Amethyst Gled Ln, Pearl Creek Ln & Smokey Quartz Ln (inside Sterling Lakes)		street survey	completed	8/7/2024
7	Pursley & Dubuque to Pursley & Brister	(12) pot holes filled		Completed	8/26/2024
8	Cr 79	(6) pot holes filled		Completed	8/27/2024
9	Cedar Rapids Pkwy @ 288 S	Potholes	County will take care of it	Completed	8/28/2024
Ditch Drainage issue					
1	Iowa Colony/ DDS ditch west sidetrees and	3 tires dumped in ditch		Completed	5-Aug
2	3519 Cr 64	surveyed resident's culvert. Damage is visible		Completed	27-Aug
3	Iowa Colony Blvd @ Cedar Rapids	Grade ditch		completed	23-Aug
4	Davenport Pkwy	Reset culvert		completed	28-Aug
Parks					
1	City Park	open bathroom / turned on water sprinklers		complete	8/5/2024
2	City Park	collect trash & check bathrooms		complete	8/14/2024
3	City Park	replace caution tape		complete	8/29/2024

MEMORANDIUM

Date: September 4, 2024

To: Mayor Wil Kennedy
City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – September 2024 Engineer’s Report

cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates. Next meeting is scheduled for Tuesday 9/10.
 - TxDOT has submitted to the City costs for upgrading the LED street name plate and black powder coated traffic signal poles. We are currently reviewing costs and will have response next week.

2. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Currently at 95% design phase.
 - ii. Contract under review by PMI, grant administrator.
 - iii. Received environmental clearance.

3. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. We are working with Public Management on review of the procurement for this project.
 - ii. Project is out to bid. Bids will be received on August 16th.
 - iii. Currently evaluating bids. Expected to be on the October agenda for award.

 - 2023 Ames Blvd Extension
 - i. Working with the County on ROW acquisition.
 - ii. Currently under design at 80%.

4. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - Detention Pond O & P – Hardscape – 90% Complete
 - BCMUD 55 WWTP Expansion Ph 4 – 15% complete

 - B. *STERLING LAKES – LAND TEJAS*
 - Active construction projects.
 - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
 - BCMUD 31 Water Well 1 and 2 Rework – 40% completed Well No.2

 - C. *SIERRA VISTA - LAND TEJAS*
 - Active construction projects
 - Section 10 – 75% of utilities. 15% paving.

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - Baird Blvd Ph 1 – On agenda for one year maintenance period
 - BCMUD 53 Wastewater Treatment Plant Expansion – 75% complete
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - Sierra Vista West Ph II B Excavation and Grading – 95% Complete.
 - BCMUD 53 Water Plant Expansion – 80% Complete.
 - SVW Civil Site – Amenity Center – Awaiting final walk.

E. STERLING LAKES NORTH

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

F. CALDWELL CROSSING

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 1 – awaiting closeout docs.
 - BCMUD 87 Detention and Grading Phase 2 – 65% Complete.
 - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
 - Caldwell Crossing Section 2 – on agenda for OYMP
 - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
 - Caldwell Crossing Section 1 – 85% of utilities, 60% paving.
 - BCMUD 87 Lift Station No. 2 – 70% complete, awaiting power.
 - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 70% complete
 - Caldwell Ranch Crossing Detention Ph IIB – 70% complete
 - Caldwell Crossing Section 3 – 25% utilities
 - Caldwell Crossing Section 4 – 25% utilities

G. CALDWELL LAKES

- BCMUD 87 Detention and Grading Ph 3 – 70% complete
- Caldwell Lakes Section 1 – not permitted yet
- Caldwell Ranch Blvd Ph IIIB – permit pulled.

H. CREEKHAVEN – MUD 92

- Active construction projects:
 - Mass Grading and Detention Ph 1 – 75% complete
 - BCMUD 92 Water Plant No. 1 – 40% complete
 - Creekhaven Sec 1 – 80% utilities, 65% paving
 - Creekhaven Sec 2 – 60% utilities, 15% paving
 - Creekhaven Sec 3 – 60% utilities, no paving yet
 - Creekhaven Blvd and Karsten Blvd Ph 1- 50% utilities, 15%

I. ELLWOOD

- Ellwood Sec 1 Ph 1 Detention, Excavation, Spoils and Outfall – mobilizing

J. OTHER CONSTRUCTION PROJECTS

- Magnolia Bend Sec 2 – 80% complete, 45% Asphalt
- Break Time C-Store– Meridiana Pkwy & Karsten Blvd – awaiting final walk
- Star Stop C-Store – Meridiana & Crystal View – final walk completed
- Primespot C-Store (Pursley & Meridiana Pkwy)– 75% utilities complete
- Shops at Meridiana (Pursley & Meridiana Pkwy)– 45% utilities complete
- McDonald's – permit pulled
- Prose Sierra Vista – permit pulled
- Autozone- permit pulled

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

9/4/2024

Item 20.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	7,970,680.58	
	10-1002	Retainer Account	0.00	
	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	2,662,931.40	
	10-1007	Veritex - CD 5471	103,393.18	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1009	Texas First Bank - TWDB	0.00	
	10-1013	TexStar - Crime Control	0.00	
	10-1014	TexStar - Veh Rep Fund	0.00	
	10-1100	Accounts Receivable	0.00	
	10-1110	Due from IRS	0.00	
	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	
	10-1302	Due from Retainer Fund	0.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	10-4915	Investment Fair Value Adjustment	0.00	
	Total Assets		<u>11,047,548.10</u>	
				<u>11,047,548.10</u>

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

9/4/2024

Item 20.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	175,970.79	
	10-2001	Accounts Payable at Year End	(202.13)	
	10-2101	Due to Other Funds - CCPD	0.00	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	3,295.46	
	10-2202	Employee Vision Insurance	0.00	
	10-2203	Federal Tax Payable	5,015.00	
	10-2204	Social Security/Medicare Payable	0.00	
	10-2205	TMRS Payable	4,321.99	
	10-2206	Texas Workforce Commission Payable	(2,222.51)	
	10-2207	Health & Life Insurance Payable	143.63	
	10-2208	Child Support Payable	(1,256.04)	
	10-2209	457(b) Payable	0.00	
	10-2300	State Fees	50,220.54	
	10-2301	Collections	451.80	
	10-2302	Bond Liability Account	0.00	
	10-2303	Refunds Payable	0.00	
	10-2304	Credit Card Fee	2,819.83	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2400	Road Damage Deposit	0.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2410	Bond 1 - Series 2020	0.00	
	10-2500	American Rescue Plan Fund	0.00	
	10-2501	Baseball Field Reserve	13,696.00	
	10-2502	Baymark Pipeline LLC	0.00	
	10-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	10-2504	Cherry Crushed Concrete	0.00	
	10-2505	DR Horton/MUD 87	0.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2507	Early Plat SVW Crystal V Dr-Ph3	0.00	
	10-2508	Early Plat SVW Sub Sec 4	0.00	
	10-2509	Formosa/Lav Pipeline-TRC	0.00	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2513	Sierra Vista - Land Tejas	0.00	

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

9/4/2024

Item 20.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2514	Sierra Vista West - Land Tejas	0.00	
	10-2515	South Texas NGL Pipeline, LLC	0.00	
	10-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	10-2517	Sterling Lakes - Land Tejas	0.00	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2519	Earlt Platting Escrow Sec 12	0.00	
	10-2520	Early Plat Escrow - SVW Sec 6	0.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2524	Meritage Homes of Texas, LLC	0.00	
	10-2525	Corona Virus Relief Fund	0.00	
	10-2526	Public Safety Building Reserve	0.00	
	10-2527	Public Park Reserves	0.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	0.00	
	10-2531	Early Plat - Sierra VW Sec 9	0.00	
	10-2533	Police Training Fund	0.01	
	10-2534	Unearned Revenue (Merid Sec 58)	0.00	
	10-2535	Unearned Revenue (Merid Sec 57)	0.00	
	10-2540	Early Plat - Sierra VW Sec 10	0.00	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	254,277.62	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	326,449.01	
	10-2602	Due to Retainer Fund	0.00	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2604	Due to CIP (Local)	0.00	
	10-2605	Due to State & Federal Grants	0.00	
	10-2606	Due to ARPA Fund	0.20	
	10-2607	Due to ICDA	0.00	
	10-2608	Due to Court Tech Fund	(79.00)	
	10-7001	Transfer to Vehicle Replacement	0.00	
	Total Liabilities		<u>2,808,335.67</u>	

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
	10-3000	Fund Balance	278,034.37	
	10-3001	Fund Balance Committed	0.00	
	10-3002	Fund Balance Assigned	600,000.00	
	Total Fund Balance		<u>878,034.37</u>	
		Total Revenue	9,790,418.84	
		Total Expenses	<u>5,911,334.47</u>	
		Current Year Increase (Decrease)	7,361,178.06	
		Fund Balance Total	878,034.37	
		Current Year Increase (Decrease)	<u>7,361,178.06</u>	
		Total Fund Balance/Equity	<u>8,239,212.43</u>	
	Total Liabilities & Fund Balance			<u><u>11,047,548.10</u></u>

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

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Item 20.

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	1,974,930.66	
	11-1301	Due from General Fund	0.00	
	Total Assets		<u>1,843,373.66</u>	<u>1,843,373.66</u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,325.00	
	11-2200	Wages Payable	0.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(17,886.37)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(47,206.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	208.00	
	11-2513	Sierra Vista - Land Tejas	1,748.10	
	11-2514	Sierra Vista West - Land Tejas	23,856.83	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	7,537.50	
	11-2536	Rally 288 West PUD	8,545.97	
	11-2537	Southern Star PUD	5,881.21	
	11-2538	PUD Hines Investments	(7,255.00)	
	11-2539	SVW Entertainment Dist PUD	(1,883.80)	
	11-2541	Extension of Ames Blvd Project	1,455,097.50	
	11-2545	Crystal Center Entertainment District	5,000.00	
	11-2546	Maple Farms Tract - Special District	10,000.00	
	11-2547	PUD - Caldwell, Active Adult Community	10,000.00	
	11-2601	Due to General Fund	0.00	
	Total Liabilities		1,843,372.67	
Fund Balance				
	11-3000	Fund Balance	0.00	

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Fund Balance				
		Total Fund Balance	0.00	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.99	
		Total Fund Balance/Equity	0.99	
		Total Liabilities & Fund Balance		1,843,373.66

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(6,946,591.04)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1011	Proj Fund Series 2022 - Frost Investments	0.00	
	12-1012	Proj Fund Series 22 - Tx Class	6,464,313.89	
	12-1301	Due from General Fund	0.00	
	12-4915	Investment Fair Value Adjustment	0.00	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		<u>1,071,807.01</u>	<u>1,071,807.01</u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	480,920.52	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2200	Wages Payable	0.00	
	12-2411	Project Fund Series 22 - Unearned Revenue	0.00	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		<u>498,156.77</u>	
Fund Balance				
	12-3000	Fund Balance	<u>5,972,564.82</u>	
	Total Fund Balance		<u>5,972,564.82</u>	
		Total Revenue	300,333.05	
		Total Expenses	<u>2,418,800.26</u>	
		Current Year Increase (Decrease)	(5,398,914.58)	
		Fund Balance Total	5,972,564.82	
		Current Year Increase (Decrease)	<u>(5,398,914.58)</u>	
		Total Fund Balance/Equity	<u>573,650.24</u>	
	Total Liabilities & Fund Balance			<u><u>1,071,807.01</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	126,234.34	
	20-1013	TexStar - Crime Control	446,693.96	
	20-1301	Due from General Fund	(3,993.01)	
	20-1302	Sales Tax Receivable Crime Prevention District	43,273.00	
	Total Assets		<u>612,208.29</u>	
				<u><u>612,208.29</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	10,819.77	
	20-2001	Accounts Payable at Year End	976.17	
	20-2200	Wages Payable	0.00	
	20-2201	Employee Dental Insurance	116.40	
	20-2203	Federal Tax Payable	0.00	
	20-2204	Social Security/Medicare Payable	0.00	
	20-2205	TMRS Payable	0.00	
	20-2206	Texas Workforce Commission Payable	183.09	
	20-2207	Health & Life Insurance Payable	2,168.26	
	Total Liabilities		<u>14,263.69</u>	
Fund Balance				
	20-3000	Fund Balance	<u>460,394.17</u>	
	Total Fund Balance		<u>460,394.17</u>	
		Total Revenue	317,568.65	
		Total Expenses	<u>188,403.78</u>	
		Current Year Increase (Decrease)	137,550.43	
		Fund Balance Total	460,394.17	
		Current Year Increase (Decrease)	<u>137,550.43</u>	
		Total Fund Balance/Equity	<u>597,944.60</u>	
	Total Liabilities & Fund Balance			<u><u>612,208.29</u></u>

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

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Item 20.

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 August 31, 2024

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Item 20.

Account Type	Account Number	Description	Balance	Total
21 - Law Enforcement				
Liabilities				
	21-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	21-2200	Wages Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	21-3000	Fund Balance	1,585.50	
	Total Fund Balance		<u>1,585.50</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	1,585.50	
		Current Year Increase (Decrease)	<u>0.00</u>	
		Total Fund Balance/Equity	<u>1,585.50</u>	
	Total Liabilities & Fund Balance			<u><u>1,585.50</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(1,026,003.09)	
	30-1114	Property Taxes Receivable	8,055.00	
	30-1115	Property Tax Receivable - P & I	1,666.00	
	Total Assets		<u>(1,016,282.09)</u>	<u>(1,016,282.09)</u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Liabilities				
	30-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		<u>9,721.00</u>	
Fund Balance				
	30-3000	Fund Balance	<u>563,656.91</u>	
	Total Fund Balance		<u>563,656.91</u>	
		Total Revenue	0.00	
		Total Expenses	<u>1,589,660.00</u>	
		Current Year Increase (Decrease)	(1,589,660.00)	
		Fund Balance Total	563,656.91	
		Current Year Increase (Decrease)	<u>(1,589,660.00)</u>	
		Total Fund Balance/Equity	<u>(1,026,003.09)</u>	
	Total Liabilities & Fund Balance			<u><u>(1,016,282.09)</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(5,589.32)	
	35-1101	Grant / Funding Account	(0.25)	
	35-1301	Due from General Fund	0.00	
	Total Assets		<u>(5,589.57)</u>	
				<u><u>(5,589.57)</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Liabilities				
	35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2526	Public Safety Building Reserve	0.00	
	35-2532	Road Works Fund	(0.44)	
	Total Liabilities		<u>(0.69)</u>	
Fund Balance				
	35-3000	Fund Balance	<u>(49,999.88)</u>	
	Total Fund Balance		<u>(49,999.88)</u>	
		Total Revenue	79,049.50	
		Total Expenses	<u>84,638.50</u>	
		Current Year Increase (Decrease)	44,411.00	
		Fund Balance Total	(49,999.88)	
		Current Year Increase (Decrease)	<u>44,411.00</u>	
		Total Fund Balance/Equity	<u>(5,588.88)</u>	
	Total Liabilities & Fund Balance			<u><u>(5,589.57)</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	5,744.22	
	36-1301	Due from General Fund	0.00	
	Total Assets		<u>5,744.22</u>	
				<u><u>5,744.22</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	36-2200	Wages Payable	0.00	
	Total Liabilities		<u>0.00</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>584.00</u>	
		Current Year Increase (Decrease)	3,998.46	
		Fund Balance Total	1,745.76	
		Current Year Increase (Decrease)	<u>3,998.46</u>	
		Total Fund Balance/Equity	<u>5,744.22</u>	
	Total Liabilities & Fund Balance			<u><u>5,744.22</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	19,495.22	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		<u>19,416.22</u>	
				<u><u>19,416.22</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Liabilities				
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	40-3000	Fund Balance	11,448.42	
	Total Fund Balance		<u>11,448.42</u>	
		Total Revenue	8,126.25	
		Total Expenses	<u>158.90</u>	
		Current Year Increase (Decrease)	7,967.80	
		Fund Balance Total	11,448.42	
		Current Year Increase (Decrease)	<u>7,967.80</u>	
		Total Fund Balance/Equity	<u>19,416.22</u>	
	Total Liabilities & Fund Balance			<u><u>19,416.22</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	31,911.57	
	Total Assets		31,911.57	
				31,911.57

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	41-3000	Fund Balance	22,035.61	
	Total Fund Balance		<u>22,035.61</u>	
		Total Revenue	9,949.00	
		Total Expenses	<u>73.40</u>	
		Current Year Increase (Decrease)	9,875.96	
		Fund Balance Total	22,035.61	
		Current Year Increase (Decrease)	<u>9,875.96</u>	
		Total Fund Balance/Equity	<u>31,911.57</u>	
	Total Liabilities & Fund Balance			<u><u>31,911.57</u></u>

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

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Item 20.

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	
	45-1101	Grant / Funding Account	0.00	
	45-1301	Due from General Fund	0.20	
	Total Assets		<u>900,751.20</u>	
				<u><u>900,751.20</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	45-2200	Wages Payable	0.00	
	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 August 31, 2024

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Item 20.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(232,911.22)	
	50-1014	TexStar - Veh Rep Fund	340,924.01	
	Total Assets		<u>108,012.79</u>	
				<u><u>108,012.79</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	50-3000	Fund Balance	286,622.08	
	Total Fund Balance		<u>286,622.08</u>	
		Total Revenue	13,924.01	
		Total Expenses	<u>192,533.30</u>	
		Current Year Increase (Decrease)	(178,609.29)	
		Fund Balance Total	286,622.08	
		Current Year Increase (Decrease)	<u>(178,609.29)</u>	
		Total Fund Balance/Equity	<u>108,012.79</u>	
	Total Liabilities & Fund Balance			<u><u>108,012.79</u></u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	1,294,308.59	
	99-1210	Due From General Fund	8,674.79	
	99-1220	Due From Crime Prevention District Fund	10,874.77	
	99-1230	Due From Debt Service Fund	0.00	
	99-1235	Due From Capital Improvement Projects Fund	0.00	
	99-1240	Due From Court Technology fund	0.00	
	99-1241	Due From Court Security Fund	0.00	
	99-1245	Due From American Rescue Plan Act (ARPA) Fund	0.00	
	99-1250	Due From Vehicle Replacement Fund	0.00	
	99-2110	Due to General Fund	0.00	
	Total Assets		<u>1,313,858.15</u>	<u>1,313,858.15</u>

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

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Item 20.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	19,549.56	
	99-2110	Due To General Fund	12,516,012.00	
	99-2120	Due To Crime Prevention District Fund	0.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2135	Due To Capital Improvement Projects Fund	0.00	
	99-2140	Due To Court Technology fund	0.00	
	99-2141	Due To Court Security Fund	0.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2150	Due To Vehicle Replacement Fund	0.00	
	99-2200	Wages Payable	0.00	
	99-2999	Due To Other Funds	(12,283,403.41)	
	Total Liabilities		<u>1,313,858.15</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>1,313,858.15</u></u>

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

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Item 20.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	37,421.71	45,315.20	(7,893.49)	766,852.04	544,000.00	140.97%	(222,852.04)
Property Tax	9,523.21	260,262.52	(250,739.31)	3,914,595.29	3,124,400.00	125.29%	(790,195.29)
Miscellaneous	1,315.00	123,405.89	(122,090.89)	644,012.88	1,481,450.00	43.47%	837,437.12
License & Permits	492,523.88	183,597.65	308,926.23	3,550,718.83	2,204,000.00	161.10%	(1,346,718.83)
Business & Franchise	60,362.84	25,825.00	34,537.84	562,549.29	310,000.00	181.47%	(252,549.29)
Fines & Forfeitures	36,419.90	23,782.17	12,637.73	351,440.70	285,500.00	123.10%	(65,940.70)
Grant Income	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Revenue Totals	<u>637,566.54</u>	<u>662,188.43</u>	<u>(24,621.89)</u>	<u>9,790,418.84</u>	<u>7,949,350.00</u>	<u>123.16%</u>	<u>(1,841,068.84)</u>
Expense Summary							
Personnel Services	333,939.17	262,085.50	71,853.67	2,544,423.43	3,146,250.00	80.87%	601,826.57
Professional/Contract Services	241,950.88	149,822.35	92,128.53	2,587,614.05	1,798,400.00	143.88%	(789,214.05)
Materials & Supplies	29,980.57	36,987.06	(7,006.49)	363,010.74	443,900.00	81.78%	80,889.26
Services	13,396.45	34,170.86	(20,774.41)	233,590.97	410,200.00	56.95%	176,609.03
Capital Outlay	109,886.90	37,490.00	72,396.90	182,695.28	450,000.00	40.60%	267,304.72
Expense Totals	<u>729,153.97</u>	<u>520,555.77</u>	<u>208,598.20</u>	<u>5,911,334.47</u>	<u>6,248,750.00</u>	<u>94.60%</u>	<u>337,415.53</u>

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	513.32	333.20	180.12	5,848.51	4,000.00	146.21%	(1,848.51)
10-4110 City Sales Tax	36,908.39	44,982.00	(8,073.61)	761,003.53	540,000.00	140.93%	(221,003.53)
Sales Tax Totals	<u>37,421.71</u>	<u>45,315.20</u>	<u>(7,893.49)</u>	<u>766,852.04</u>	<u>544,000.00</u>	<u>140.97%</u>	<u>(222,852.04)</u>
Property Tax							
10-4120 Property Tax	9,400.00	194,089.00	(184,689.00)	2,381,646.27	2,330,000.00	102.22%	(51,646.27)
10-4121 Delinquent Property Tax	123.21	1,249.50	(1,126.29)	(8,234.48)	15,000.00	(54.90%)	23,234.48
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	<u>9,523.21</u>	<u>260,262.52</u>	<u>(250,739.31)</u>	<u>3,914,595.29</u>	<u>3,124,400.00</u>	<u>125.29%</u>	<u>(790,195.29)</u>
Miscellaneous							
10-4124 Accident Reports	45.00	12.50	32.50	485.00	150.00	323.33%	(335.00)
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	5,470.56	3,000.00	182.35%	(2,470.56)
10-4140 Intergovernmental receipts from	0.00	0.00	0.00	3,000.00	0.00	0.00%	(3,000.00)
10-4141 Public Safety Debt Contribution	0.00	0.00	0.00	300,000.00	0.00	0.00%	(300,000.00)
10-4910 Interest Income	0.00	10,412.50	(10,412.50)	131,914.73	125,000.00	105.53%	(6,914.73)
10-4911 Other Revenue	1,270.00	110,230.89	(108,960.89)	140,968.23	1,323,300.00	10.65%	1,182,331.77
10-4912 Donations/Sponsorships	0.00	2,500.00	(2,500.00)	62,174.36	30,000.00	207.25%	(32,174.36)
Miscellaneous Totals	<u>1,315.00</u>	<u>123,405.89</u>	<u>(122,090.89)</u>	<u>644,012.88</u>	<u>1,481,450.00</u>	<u>43.47%</u>	<u>837,437.12</u>
License & Permits							
10-4201 Building Construction Permits	133,743.72	99,960.00	33,783.72	1,336,785.91	1,200,000.00	111.40%	(136,785.91)
10-4202 Trade Fees	7,805.65	8,333.33	(527.68)	65,628.93	100,000.00	65.63%	34,371.07
10-4203 Reinspection Fees	10,175.00	2,082.50	8,092.50	78,175.00	25,000.00	312.70%	(53,175.00)
10-4204 Signs	200.00	83.30	116.70	600.00	1,000.00	60.00%	400.00
10-4205 Property Improvement Permits	318.45	166.60	151.85	5,204.74	2,000.00	260.24%	(3,204.74)

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4206 Dirt Work Permits	0.00	83.33	(83.33)	750.00	1,000.00	75.00%	250.00
10-4207 Driveway Permits	150.00	125.00	25.00	650.00	1,500.00	43.33%	850.00
10-4208 Encroachment Permit	150.00	0.00	150.00	450.00	0.00	0.00%	(450.00)
10-4210 Culvert Permit	0.00	41.67	(41.67)	350.00	500.00	70.00%	150.00
10-4211 Commercial Vehicle Permit	0.00	250.00	(250.00)	1,200.00	3,000.00	40.00%	1,800.00
10-4212 Park Use Permit	0.00	83.33	(83.33)	4,100.00	1,000.00	410.00%	(3,100.00)
10-4213 Mobile Food Unit Permit	725.00	83.33	641.67	5,175.00	1,000.00	517.50%	(4,175.00)
10-4301 Preliminary Plat Fees	10,560.00	6,247.50	4,312.50	74,920.00	75,000.00	99.89%	80.00
10-4302 Final Plat Fees	0.00	2,915.50	(2,915.50)	68,640.00	35,000.00	196.11%	(33,640.00)
10-4303 Abbreviated Plat Fees	0.00	2,083.33	(2,083.33)	9,360.00	25,000.00	37.44%	15,640.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	70,606.22	80,000.00	88.26%	9,393.78
10-4401 Infrastructure Plan Review Fee	23,794.08	16,660.00	7,134.08	307,180.91	200,000.00	153.59%	(107,180.91)
10-4403 Civil Site Plan Review Fee	204,495.98	37,485.00	167,010.98	1,218,116.12	450,000.00	270.69%	(768,116.12)
10-4501 Rezoning Fees	4,000.00	166.60	3,833.40	8,000.00	2,000.00	400.00%	(6,000.00)
10-4502 ROW Plan Review Fee	0.00	0.00	0.00	1,000.00	0.00	0.00%	(1,000.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	1,000.00	1,000.00	100.00%	0.00
10-4504 Water Meter Fees	96,406.00	0.00	96,406.00	292,826.00	0.00	0.00%	(292,826.00)
License & Permits Totals	492,523.88	183,597.65	308,926.23	3,550,718.83	2,204,000.00	161.10%	(1,346,718.83)
Business & Franchise							
10-4601 Franchise Tax - Electric	41,759.68	20,825.00	20,934.68	414,076.03	250,000.00	165.63%	(164,076.03)
10-4602 Franchise Tax - Gas	13,421.24	2,916.67	10,504.57	126,019.98	35,000.00	360.06%	(91,019.98)
10-4603 Telecommunication Fee - Sales	5,181.92	2,083.33	3,098.59	22,453.28	25,000.00	89.81%	2,546.72
Business & Franchise Totals	60,362.84	25,825.00	34,537.84	562,549.29	310,000.00	181.47%	(252,549.29)

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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							
10-4701 Citations/Warrants	11,731.90	18,742.50	(7,010.60)	89,374.50	225,000.00	39.72%	135,625.50
10-4703 Municipal Jury Funds	19.90	0.00	19.90	202.80	0.00	0.00%	(202.80)
10-4704 Local Truancy Prevention	49.00	0.00	49.00	5,178.32	0.00	0.00%	(5,178.32)
10-4705 Time Payment Reimbursement	105.00	41.67	63.33	585.00	500.00	117.00%	(85.00)
10-4709 Court Costs	24,514.10	4,998.00	19,516.10	256,100.08	60,000.00	426.83%	(196,100.08)
Fines & Forfeitures Totals	<u>36,419.90</u>	<u>23,782.17</u>	<u>12,637.73</u>	<u>351,440.70</u>	<u>285,500.00</u>	<u>123.10%</u>	<u>(65,940.70)</u>
Grant Income							
10-4803 State & Federal Grants	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Grant Income Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>249.81</u>	<u>0.00</u>	<u>0.00%</u>	<u>(249.81)</u>
Revenue Totals	<u><u>637,566.54</u></u>	<u><u>662,188.43</u></u>	<u><u>(24,621.89)</u></u>	<u><u>9,790,418.84</u></u>	<u><u>7,949,350.00</u></u>	<u><u>123.16%</u></u>	<u><u>(1,841,068.84)</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	4,225.01	7,164.57	(2,939.56)	64,035.65	86,000.00	74.46%	21,964.35
Personnel Services	81,491.48	62,647.82	18,843.66	591,746.13	752,050.00	78.68%	160,303.87
Professional/Contract Services	10,905.86	23,082.84	(12,176.98)	263,414.20	277,100.00	95.06%	13,685.80
Services	12,564.49	6,173.06	6,391.43	39,653.71	74,100.00	53.51%	34,446.29
Administration Totals	109,186.84	99,068.29	10,118.55	958,849.69	1,189,250.00	80.63%	230,400.31

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	214.65	2,149.27	(1,934.62)	13,651.98	25,800.00	52.91%	12,148.02
Personnel Services	23,944.97	17,852.94	6,092.03	176,110.39	214,320.00	82.17%	38,209.61
Professional/Contract Services	9,579.27	541.47	9,037.80	14,277.55	6,500.00	219.65%	(7,777.55)
Finance Totals	33,738.89	20,543.68	13,195.21	204,039.92	246,620.00	82.73%	42,580.08

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	10,922.45	9,049.22	1,873.23	125,763.09	108,600.00	115.80%	(17,163.09)
Personnel Services	151,869.75	123,642.14	28,227.61	1,251,964.37	1,484,290.00	84.35%	232,325.63
Professional/Contract Services	525.00	83.33	441.67	2,297.54	1,000.00	229.75%	(1,297.54)
Services	562.81	8,996.60	(8,433.79)	46,631.48	108,000.00	43.18%	61,368.52
Police Totals	163,880.01	141,771.29	22,108.72	1,426,656.48	1,701,890.00	83.83%	275,233.52

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	391.73	491.53	(99.80)	6,161.18	5,900.00	104.43%	(261.18)

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Personnel Services	14,668.69	6,365.76	8,302.93	70,035.11	76,420.00	91.65%	6,384.89
Professional/Contract Services	900.00	483.20	416.80	4,006.81	5,800.00	69.08%	1,793.19
Services	113.66	833.06	(719.40)	1,697.83	10,000.00	16.98%	8,302.17
Animal Control Totals	<u>16,074.08</u>	<u>8,173.55</u>	<u>7,900.53</u>	<u>81,900.93</u>	<u>98,120.00</u>	<u>83.47%</u>	<u>16,219.07</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	1,063.48	250.00	813.48	6,630.59	3,000.00	221.02%	(3,630.59)
Professional/Contract Services	0.00	666.67	(666.67)	499.98	8,000.00	6.25%	7,500.02
Emergency Management Totals	<u>1,063.48</u>	<u>916.67</u>	<u>146.81</u>	<u>7,130.57</u>	<u>11,000.00</u>	<u>64.82%</u>	<u>3,869.43</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	868.30	982.99	(114.69)	13,320.33	11,800.00	112.88%	(1,520.33)
Personnel Services	16,549.11	13,143.13	3,405.98	133,347.88	157,780.00	84.52%	24,432.12
Professional/Contract Services	4,525.02	8,123.80	(3,598.78)	70,191.68	97,500.00	71.99%	27,308.32
Municipal Court Totals	<u>21,942.43</u>	<u>22,249.92</u>	<u>(307.49)</u>	<u>216,859.89</u>	<u>267,080.00</u>	<u>81.20%</u>	<u>50,220.11</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,885.67	6,791.49	94.18	46,091.82	81,500.00	56.55%	35,408.18
Personnel Services	22,998.85	21,045.71	1,953.14	129,238.24	252,650.00	51.15%	123,411.76
Professional/Contract Services	96,142.95	29,738.34	66,404.61	224,086.87	357,000.00	62.77%	132,913.13
Services	83.66	2,382.73	(2,299.07)	4,276.24	28,600.00	14.95%	24,323.76
Public Works Totals	<u>126,111.13</u>	<u>59,958.27</u>	<u>66,152.86</u>	<u>403,693.17</u>	<u>719,750.00</u>	<u>56.09%</u>	<u>316,056.83</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	4,900.00	7,541.58	(2,641.58)	62,224.80	90,500.00	68.76%	28,275.20
Professional/Contract Services	20,918.64	6,000.00	14,918.64	117,461.72	72,000.00	163.14%	(45,461.72)
Parks & Recreation Totals	<u>25,818.64</u>	<u>13,541.58</u>	<u>12,277.06</u>	<u>179,686.52</u>	<u>162,500.00</u>	<u>110.58%</u>	<u>(17,186.52)</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	67.59	1,391.63	(1,324.04)	15,347.49	16,700.00	91.90%	1,352.51
Personnel Services	7,621.95	6,008.40	1,613.55	64,105.47	72,130.00	88.87%	8,024.53
Professional/Contract Services	98,454.14	59,611.20	38,842.94	1,597,726.26	715,500.00	223.30%	(882,226.26)
Services	0.00	14,952.35	(14,952.35)	139,886.31	179,500.00	77.93%	39,613.69
Community Development Totals	<u>106,143.68</u>	<u>81,963.58</u>	<u>24,180.10</u>	<u>1,817,065.53</u>	<u>983,830.00</u>	<u>184.69%</u>	<u>(833,235.53)</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	441.69	1,174.78	(733.09)	9,783.81	14,100.00	69.39%	4,316.19
Personnel Services	14,794.37	11,379.60	3,414.77	127,875.84	136,610.00	93.61%	8,734.16
Professional/Contract Services	0.00	21,491.50	(21,491.50)	293,651.44	258,000.00	113.82%	(35,651.44)
Services	71.83	833.06	(761.23)	1,445.40	10,000.00	14.45%	8,554.60
Fire Marshal/Building Official Totals	<u>15,307.89</u>	<u>34,878.94</u>	<u>(19,571.05)</u>	<u>432,756.49</u>	<u>418,710.00</u>	<u>103.35%</u>	<u>(14,046.49)</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	109,886.90	37,490.00	72,396.90	182,695.28	450,000.00	40.60%	267,304.72

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Capital and Planning Projects Totals	<u>109,886.90</u>	<u>37,490.00</u>	<u>72,396.90</u>	<u>182,695.28</u>	<u>450,000.00</u>	<u>40.60%</u>	<u>267,304.72</u>
Expense Total	<u><u>729,153.97</u></u>	<u><u>520,555.77</u></u>	<u><u>208,598.20</u></u>	<u><u>5,911,334.47</u></u>	<u><u>6,248,750.00</u></u>	<u><u>94.60%</u></u>	<u><u>337,415.53</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
10-10-5101 Salaries - Full Time	61,776.00	44,680.45	17,095.55	443,703.52	536,380.00	82.72%	92,676.48
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	4,793.18	3,418.63	1,374.55	31,751.28	41,040.00	77.37%	9,288.72
10-10-5107 TMRS	7,066.56	4,915.53	2,151.03	50,960.64	59,010.00	86.36%	8,049.36
10-10-5108 Health & Life Insurance	4,550.59	3,998.40	552.19	42,911.33	48,000.00	89.40%	5,088.67
10-10-5109 Worker's Comp	764.39	315.70	448.69	1,771.19	3,790.00	46.73%	2,018.81
10-10-5110 Texas Workforce Commission	0.00	19.15	(19.15)	997.09	230.00	433.52%	(767.09)
10-10-5111 Vehicle Allowance	830.76	600.00	230.76	6,646.08	7,200.00	92.31%	553.92
10-10-5112 457(b) Reimbursement	1,635.00	875.00	760.00	12,450.00	10,500.00	118.57%	(1,950.00)
10-10-5114 Benefits Admin Fees	75.00	29.98	45.02	75.00	360.00	20.83%	285.00
10-10-5115 Longevity Pay	0.00	44.98	(44.98)	480.00	540.00	88.89%	60.00
10-10-5201 Legal Services	22.50	2,915.50	(2,893.00)	1,815.00	35,000.00	5.19%	33,185.00
10-10-5202 Audit Services	0.00	4,165.00	(4,165.00)	61,000.00	50,000.00	122.00%	(11,000.00)
10-10-5206 Professional Services	110.00	4,998.00	(4,888.00)	91,707.77	60,000.00	152.85%	(31,707.77)
10-10-5210 Election Expenses	0.00	666.67	(666.67)	5,941.30	8,000.00	74.27%	2,058.70
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	50.00	83.30	(33.30)	50.00	1,000.00	5.00%	950.00
10-10-5213 Legal Notices Expense	0.00	583.10	(583.10)	2,684.31	7,000.00	38.35%	4,315.69
10-10-5215 BCAD Fee	0.00	2,332.40	(2,332.40)	29,098.23	28,000.00	103.92%	(1,098.23)
10-10-5217 Professional Cleaning Services	2,250.00	2,082.50	167.50	21,800.00	25,000.00	87.20%	3,200.00
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	6,880.40	3,665.20	3,215.20	22,070.17	44,000.00	50.16%	21,929.83
10-10-5224 Dues & Subscriptions	0.00	291.67	(291.67)	6,871.01	3,500.00	196.31%	(3,371.01)
10-10-5225 Seminars & Meetings	1,592.96	583.10	1,009.86	19,051.41	7,000.00	272.16%	(12,051.41)
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	418.24	1,166.67	(748.43)	11,253.30	14,000.00	80.38%	2,746.70
10-10-5302 Janitorial Supplies	133.89	333.33	(199.44)	1,729.98	4,000.00	43.25%	2,270.02
10-10-5309 Uniforms	0.00	166.67	(166.67)	2,537.91	2,000.00	126.90%	(537.91)
10-10-5310 Postage	(53.83)	83.33	(137.16)	1,018.34	1,000.00	101.83%	(18.34)
10-10-5311 Building Repairs &	2,390.00	1,249.50	1,140.50	17,543.67	15,000.00	116.96%	(2,543.67)
10-10-5312 Recognition,	236.99	249.90	(12.91)	2,603.21	3,000.00	86.77%	396.79
10-10-5314 Computer & Technology	89.85	999.60	(909.75)	4,400.65	12,000.00	36.67%	7,599.35
10-10-5315 Computer Software/License	281.98	2,082.50	(1,800.52)	17,202.39	25,000.00	68.81%	7,797.61
10-10-5317 Equipment & Other Rentals	727.89	499.80	228.09	5,746.20	6,000.00	95.77%	253.80
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)	6,665.12	20,000.00	33.33%	13,334.88
10-10-5403 Utilities - Telephone	0.00	1,333.33	(1,333.33)	9,738.84	16,000.00	60.87%	6,261.16
10-10-5404 Mobile Technology Expense	125.49	83.30	42.19	994.51	1,000.00	99.45%	5.49
10-10-5405 Insurance - Liability & Prop	0.00	999.60	(999.60)	9,573.24	12,000.00	79.78%	2,426.76
10-10-5406 Insurance - Windstorm	12,439.00	2,082.50	10,356.50	12,439.00	25,000.00	49.76%	12,561.00
10-10-5407 Insurance - Vehicles	0.00	8.33	(8.33)	243.00	100.00	243.00%	(143.00)
Administration Totals	109,186.84	99,068.29	10,118.55	958,849.69	1,189,250.00	80.63%	230,400.31

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Item 20.

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	17,836.80	13,076.43	4,760.37	126,508.80	156,980.00	80.59%	30,471.20
10-15-5106 Social Security/Medicare	1,346.20	1,000.43	345.77	9,411.78	12,010.00	78.37%	2,598.22
10-15-5107 TMRS	2,000.13	1,438.59	561.54	14,210.00	17,270.00	82.28%	3,060.00
10-15-5108 Health & Life Insurance	2,415.67	1,999.20	416.47	22,861.69	24,000.00	95.26%	1,138.31
10-15-5109 Worker's Comp	0.00	53.31	(53.31)	211.72	640.00	33.08%	428.28
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	346.17	250.00	96.17	2,492.40	3,000.00	83.08%	507.60
10-15-5223 Training & Travel	9,579.27	499.80	9,079.47	14,042.55	6,000.00	234.04%	(8,042.55)
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	235.00	500.00	47.00%	265.00
10-15-5301 Office Supplies	112.18	166.67	(54.49)	1,735.99	2,000.00	86.80%	264.01
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	39.33	83.33	(44.00)	439.57	1,000.00	43.96%	560.43
10-15-5314 Computer & Technology	0.00	333.20	(333.20)	259.00	4,000.00	6.48%	3,741.00
10-15-5315 Computer Software/License	0.00	1,499.40	(1,499.40)	10,890.63	18,000.00	60.50%	7,109.37
10-15-5317 Equipment & Other Rentals	63.14	41.67	21.47	326.79	500.00	65.36%	173.21
Finance Totals	33,738.89	20,543.68	13,195.21	204,039.92	246,620.00	82.73%	42,580.08

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Item 20.

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	108,958.65	84,751.08	24,207.57	857,383.78	1,017,420.00	84.27%	160,036.22
10-20-5104 Salaries - Overtime	5,250.40	2,635.61	2,614.79	31,444.52	31,640.00	99.38%	195.48
10-20-5106 Social Security/Medicare	8,647.78	6,484.07	2,163.71	67,769.05	77,840.00	87.06%	10,070.95
10-20-5107 TMRS	12,863.83	9,322.93	3,540.90	101,358.80	111,920.00	90.56%	10,561.20
10-20-5108 Health & Life Insurance	14,035.85	13,994.40	41.45	138,218.66	168,000.00	82.27%	29,781.34
10-20-5109 Worker's Comp	(670.62)	4,232.47	(4,903.09)	27,669.98	50,810.00	54.46%	23,140.02
10-20-5110 Texas Workforce Commission	49.21	52.47	(3.26)	1,857.73	630.00	294.88%	(1,227.73)
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	2,734.65	1,950.00	784.65	25,061.85	23,400.00	107.10%	(1,661.85)
10-20-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5231 Recruiting & Hiring Expense	525.00	83.33	441.67	2,297.54	1,000.00	229.75%	(1,297.54)
10-20-5301 Office Supplies	293.00	250.00	43.00	2,629.22	3,000.00	87.64%	370.78
10-20-5309 Uniforms	599.79	699.72	(99.93)	5,602.89	8,400.00	66.70%	2,797.11
10-20-5310 Postage	0.00	16.66	(16.66)	96.54	200.00	48.27%	103.46
10-20-5313 Fuel Expense	4,253.03	3,333.33	919.70	35,949.18	40,000.00	89.87%	4,050.82
10-20-5317 Equipment & Other Rentals	423.67	541.67	(118.00)	25,721.02	6,500.00	395.71%	(19,221.02)
10-20-5319 Vehicle Repairs & Maintenance	5,002.96	1,249.50	3,753.46	19,659.60	15,000.00	131.06%	(4,659.60)
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	350.00	41.67	308.33	950.03	500.00	190.01%	(450.03)
10-20-5404 Mobile Technology Expense	562.81	500.00	62.81	5,953.48	6,000.00	99.22%	46.52
10-20-5405 Insurance - Liability & Prop	0.00	999.60	(999.60)	10,087.00	12,000.00	84.06%	1,913.00
10-20-5407 Insurance - Vehicles	0.00	833.00	(833.00)	12,252.00	10,000.00	122.52%	(2,252.00)
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	163,880.01	141,771.29	22,108.72	1,426,656.48	1,701,890.00	83.83%	275,233.52

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Item 20.

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	9,252.00	4,151.67	5,100.33	45,393.42	49,840.00	91.08%	4,446.58
10-21-5104 Salaries - Overtime	59.97	153.27	(93.30)	1,644.85	1,840.00	89.39%	195.15
10-21-5106 Social Security/Medicare	670.58	318.20	352.38	3,471.40	3,820.00	90.87%	348.60
10-21-5107 TMRS	1,024.32	457.31	567.01	5,194.01	5,490.00	94.61%	295.99
10-21-5108 Health & Life Insurance	2,346.16	999.60	1,346.56	10,599.70	12,000.00	88.33%	1,400.30
10-21-5109 Worker's Comp	1,261.73	259.89	1,001.84	3,200.73	3,120.00	102.59%	(80.73)
10-21-5110 Texas Workforce Commission	53.93	4.16	49.77	351.00	50.00	702.00%	(301.00)
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)	1,991.66	4,000.00	49.79%	2,008.34
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	79.90	300.00	26.63%	220.10
10-21-5229 Contractual Services	900.00	125.00	775.00	1,935.25	1,500.00	129.02%	(435.25)
10-21-5301 Office Supplies	0.00	16.66	(16.66)	231.72	200.00	115.86%	(31.72)
10-21-5309 Uniforms	0.00	41.67	(41.67)	1,718.35	500.00	343.67%	(1,218.35)
10-21-5310 Postage	0.00	16.67	(16.67)	19.90	200.00	9.95%	180.10
10-21-5313 Fuel Expense	301.76	249.90	51.86	2,638.47	3,000.00	87.95%	361.53
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	1,203.13	1,000.00	120.31%	(203.13)
10-21-5328 Small Tools & Minor	89.97	83.30	6.67	349.61	1,000.00	34.96%	650.39
10-21-5404 Mobile Technology Expense	113.66	83.33	30.33	1,076.83	1,000.00	107.68%	(76.83)
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	621.00	1,000.00	62.10%	379.00
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	16,074.08	8,173.55	7,900.53	81,900.93	98,120.00	83.47%	16,219.07

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Item 20.

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)	254.00	2,000.00	12.70%	1,746.00
10-22-5223 Training & Travel	0.00	83.33	(83.33)	245.98	1,000.00	24.60%	754.02
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	1,063.48	166.67	896.81	3,130.59	2,000.00	156.53%	(1,130.59)
10-22-5315 Computer Software/License	0.00	83.33	(83.33)	3,500.00	1,000.00	350.00%	(2,500.00)
Emergency Management Totals	1,063.48	916.67	146.81	7,130.57	11,000.00	64.82%	3,869.43

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Item 20.

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	12,597.60	9,050.54	3,547.06	98,873.69	108,650.00	91.00%	9,776.31
10-25-5104 Salaries - Overtime	93.84	122.45	(28.61)	481.19	1,470.00	32.73%	988.81
10-25-5106 Social Security/Medicare	979.80	693.05	286.75	7,661.62	8,320.00	92.09%	658.38
10-25-5107 TMRS	1,425.00	996.26	428.74	11,193.50	11,960.00	93.59%	766.50
10-25-5108 Health & Life Insurance	1,189.80	1,999.20	(809.40)	12,247.80	24,000.00	51.03%	11,752.20
10-25-5109 Worker's Comp	0.00	36.65	(36.65)	251.52	440.00	57.16%	188.48
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	263.07	200.00	63.07	2,104.56	2,400.00	87.69%	295.44
10-25-5203 Attorney/Prosecutor Fees	3,750.00	5,000.00	(1,250.00)	47,950.00	60,000.00	79.92%	12,050.00
10-25-5209 Judge Fees	487.50	2,915.50	(2,428.00)	20,773.68	35,000.00	59.35%	14,226.32
10-25-5220 Interpreter Services	287.52	83.30	204.22	567.05	1,000.00	56.71%	432.95
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	91.22	249.90	(158.68)	2,401.81	3,000.00	80.06%	598.19
10-25-5308 Jury Trial Expense	311.05	124.95	186.10	1,500.00	1,500.00	100.00%	0.00
10-25-5309 Uniforms	290.00	66.67	223.33	490.70	800.00	61.34%	309.30
10-25-5310 Postage	80.26	83.30	(3.04)	928.42	1,000.00	92.84%	71.58
10-25-5314 Computer & Technology	0.00	0.00	0.00	7,586.25	0.00	0.00%	(7,586.25)
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	95.77	41.67	54.10	413.15	500.00	82.63%	86.85
Municipal Court Totals	21,942.43	22,249.92	(307.49)	216,859.89	267,080.00	81.20%	50,220.11

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Item 20.

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	15,434.08	13,233.87	2,200.21	83,652.28	158,870.00	52.65%	75,217.72
10-30-5104 Salaries - Overtime	296.72	801.34	(504.62)	7,434.24	9,620.00	77.28%	2,185.76
10-30-5106 Social Security/Medicare	1,184.35	1,012.92	171.43	6,870.56	12,160.00	56.50%	5,289.44
10-30-5107 TMRS	1,730.39	1,456.08	274.31	10,039.32	17,480.00	57.43%	7,440.68
10-30-5108 Health & Life Insurance	2,803.19	3,498.60	(695.41)	15,995.55	42,000.00	38.08%	26,004.45
10-30-5109 Worker's Comp	1,492.77	988.77	504.00	4,700.77	11,870.00	39.60%	7,169.23
10-30-5110 Texas Workforce Commission	57.35	14.99	42.36	365.52	180.00	203.07%	(185.52)
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	750.00	416.67	333.33	4,650.00	5,000.00	93.00%	350.00
10-30-5219 Roads, Bridges & Drainage	86,192.95	24,990.00	61,202.95	154,323.12	300,000.00	51.44%	145,676.88
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	9,200.00	4,165.00	5,035.00	65,000.00	50,000.00	130.00%	(15,000.00)
10-30-5301 Office Supplies	57.80	249.90	(192.10)	3,095.65	3,000.00	103.19%	(95.65)
10-30-5309 Uniforms	39.99	166.60	(126.61)	1,459.68	2,000.00	72.98%	540.32
10-30-5311 Building Repairs &	150.80	666.67	(515.87)	6,032.71	8,000.00	75.41%	1,967.29
10-30-5313 Fuel Expense	899.26	333.33	565.93	4,380.81	4,000.00	109.52%	(380.81)
10-30-5317 Equipment & Other Rentals	25.80	1,000.00	(974.20)	4,550.34	12,000.00	37.92%	7,449.66
10-30-5319 Vehicle Repairs & Maintenance	37.75	208.33	(170.58)	1,034.98	2,500.00	41.40%	1,465.02
10-30-5321 Public Works Maintenance	2,131.28	2,083.33	47.95	9,994.36	25,000.00	39.98%	15,005.64
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)	3,859.11	5,000.00	77.18%	1,140.89
10-30-5331 Signs & Postings	3,542.99	833.33	2,709.66	11,684.18	10,000.00	116.84%	(1,684.18)
10-30-5401 Utilities - Electricity	0.00	833.33	(833.33)	3,157.01	10,000.00	31.57%	6,842.99
10-30-5404 Mobile Technology Expense	83.66	50.00	33.66	460.23	600.00	76.71%	139.77
10-30-5407 Insurance - Vehicles	0.00	166.60	(166.60)	659.00	2,000.00	32.95%	1,341.00

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Item 20.

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	126,111.13	59,958.27	66,152.86	403,693.17	719,750.00	56.09%	316,056.83

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Item 20.

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	20,918.64	6,000.00	14,918.64	117,461.72	72,000.00	163.14%	(45,461.72)
10-32-5301 Office Supplies	0.00	208.25	(208.25)	3,069.86	2,500.00	122.79%	(569.86)
10-32-5309 Uniforms	0.00	83.33	(83.33)	2,404.88	1,000.00	240.49%	(1,404.88)
10-32-5317 Equipment & Other Rentals	0.00	500.00	(500.00)	589.25	6,000.00	9.82%	5,410.75
10-32-5324 Park Maintenance	4,900.00	6,666.67	(1,766.67)	55,832.81	80,000.00	69.79%	24,167.19
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	328.00	1,000.00	32.80%	672.00
Parks & Recreation Totals	25,818.64	13,541.58	12,277.06	179,686.52	162,500.00	110.58%	(17,186.52)

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Item 20.

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	5,637.61	4,050.87	1,586.74	44,862.45	48,630.00	92.25%	3,767.55
10-35-5104 Salaries - Overtime	0.00	149.10	(149.10)	375.58	1,790.00	20.98%	1,414.42
10-35-5106 Social Security/Medicare	424.96	310.70	114.26	3,414.16	3,730.00	91.53%	315.84
10-35-5107 TMRS	620.13	445.65	174.48	5,009.17	5,350.00	93.63%	340.83
10-35-5108 Health & Life Insurance	939.25	999.60	(60.35)	9,911.75	12,000.00	82.60%	2,088.25
10-35-5109 Worker's Comp	0.00	16.66	(16.66)	115.36	200.00	57.68%	84.64
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	1,938.75	4,166.67	(2,227.92)	101,123.01	50,000.00	202.25%	(51,123.01)
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	56,150.51	75,000.00	74.87%	18,849.49
10-35-5223 Training & Travel	0.00	125.00	(125.00)	138.00	1,500.00	9.20%	1,362.00
10-35-5232 Early Plat - Admin Fee	0.00	5,331.20	(5,331.20)	104,691.69	64,000.00	163.58%	(40,691.69)
10-35-5233 Eng Svc: Permits/Inspections	69,312.13	29,155.00	40,157.13	964,753.28	350,000.00	275.64%	(614,753.28)
10-35-5234 Eng Svc: Plan Review	18,755.26	8,333.33	10,421.93	246,693.77	100,000.00	246.69%	(146,693.77)
10-35-5235 Eng Svc: Platting	8,448.00	6,250.00	2,198.00	124,176.00	75,000.00	165.57%	(49,176.00)
10-35-5301 Office Supplies	0.00	83.30	(83.30)	259.96	1,000.00	26.00%	740.04
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)	14,715.00	15,000.00	98.10%	285.00
10-35-5317 Equipment & Other Rentals	67.59	41.67	25.92	372.53	500.00	74.51%	127.47
10-35-5411 TIF Fund/MUD 31 Payable	0.00	14,952.35	(14,952.35)	139,886.31	179,500.00	77.93%	39,613.69
Community Development Totals	106,143.68	81,963.58	24,180.10	1,817,065.53	983,830.00	184.69%	(833,235.53)

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Item 20.

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	11,575.20	8,315.83	3,259.37	93,570.32	99,830.00	93.73%	6,259.68
10-36-5106 Social Security/Medicare	872.95	636.41	236.54	6,855.45	7,640.00	89.73%	784.55
10-36-5107 TMRS	1,273.26	915.46	357.80	10,312.45	10,990.00	93.83%	677.55
10-36-5108 Health & Life Insurance	982.23	999.60	(17.37)	13,174.89	12,000.00	109.79%	(1,174.89)
10-36-5109 Worker's Comp	90.73	491.47	(400.74)	3,665.73	5,900.00	62.13%	2,234.27
10-36-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	10.00	(10.00)	180.00	120.00	150.00%	(60.00)
10-36-5207 Building Inspector	0.00	20,825.00	(20,825.00)	288,787.50	250,000.00	115.52%	(38,787.50)
10-36-5223 Training & Travel	0.00	416.50	(416.50)	2,505.90	5,000.00	50.12%	2,494.10
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	2,358.04	3,000.00	78.60%	641.96
10-36-5301 Office Supplies	0.00	83.30	(83.30)	245.77	1,000.00	24.58%	754.23
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	754.22	3,000.00	25.14%	2,245.78
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	145.49	1,000.00	14.55%	854.51
10-36-5309 Uniforms	44.98	125.00	(80.02)	1,147.86	1,500.00	76.52%	352.14
10-36-5310 Postage	0.69	8.33	(7.64)	0.69	100.00	0.69%	99.31
10-36-5313 Fuel Expense	396.02	250.00	146.02	3,363.85	3,000.00	112.13%	(363.85)
10-36-5319 Vehicle Repairs & Maintenance	0.00	208.25	(208.25)	4,005.75	2,500.00	160.23%	(1,505.75)
10-36-5328 Small Tools & Minor	0.00	166.67	(166.67)	120.18	2,000.00	6.01%	1,879.82
10-36-5404 Mobile Technology Expense	71.83	83.33	(11.50)	720.40	1,000.00	72.04%	279.60
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	725.00	1,000.00	72.50%	275.00
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	15,307.89	34,878.94	(19,571.05)	432,756.49	418,710.00	103.35%	(14,046.49)

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Item 20.

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)	60,783.38	250,000.00	24.31%	189,216.62
10-90-5620 Building Purchase,	0.00	4,165.00	(4,165.00)	8,525.00	50,000.00	17.05%	41,475.00
10-90-5640 Capital Assets	109,886.90	0.00	109,886.90	109,886.90	0.00	0.00%	(109,886.90)
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	3,500.00	150,000.00	2.33%	146,500.00
Capital and Planning Projects Totals	<u>109,886.90</u>	<u>37,490.00</u>	<u>72,396.90</u>	<u>182,695.28</u>	<u>450,000.00</u>	<u>40.60%</u>	<u>267,304.72</u>
Expense Totals	<u><u>729,153.97</u></u>	<u><u>520,555.77</u></u>	<u><u>208,598.20</u></u>	<u><u>5,911,334.47</u></u>	<u><u>6,248,750.00</u></u>	<u><u>94.60%</u></u>	<u><u>337,415.53</u></u>

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Item 20.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	300,333.05	0.00	0.00%	(300,333.05)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,333.05</u>	<u>0.00</u>	<u>0.00%</u>	<u>(300,333.05)</u>
Expense Summary							
Professional/Contract Services	9,980.42	0.00	9,980.42	1,005,045.50	0.00	0.00%	(1,005,045.50)
Materials & Supplies	3,569.28	0.00	3,569.28	902,154.66	0.00	0.00%	(902,154.66)
Services	2,059.96	0.00	2,059.96	67,600.47	0.00	0.00%	(67,600.47)
Capital Outlay	3,186.21	0.00	3,186.21	443,999.63	0.00	0.00%	(443,999.63)
Expense Totals	<u>18,795.87</u>	<u>0.00</u>	<u>18,795.87</u>	<u>2,418,800.26</u>	<u>0.00</u>	<u>0.00%</u>	<u>(2,418,800.26)</u>

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Item 20.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	0.00	0.00	0.00	300,333.05	0.00	0.00%	(300,333.05)
Miscellaneous Totals	0.00	0.00	0.00	300,333.05	0.00	0.00%	(300,333.05)
Revenue Totals	0.00	0.00	0.00	300,333.05	0.00	0.00%	(300,333.05)

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Item 20.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	3,186.21	0.00	3,186.21	443,999.63	0.00	0.00%	(443,999.63)
Materials & Supplies	3,569.28	0.00	3,569.28	902,154.66	0.00	0.00%	(902,154.66)
Professional/Contract Services	9,980.42	0.00	9,980.42	1,005,045.50	0.00	0.00%	(1,005,045.50)
Services	2,059.96	0.00	2,059.96	67,600.47	0.00	0.00%	(67,600.47)
Administration Totals	<u>18,795.87</u>	<u>0.00</u>	<u>18,795.87</u>	<u>2,418,800.26</u>	<u>0.00</u>	<u>0.00%</u>	<u>(2,418,800.26)</u>
Expense Total	<u>18,795.87</u>	<u>0.00</u>	<u>18,795.87</u>	<u>2,418,800.26</u>	<u>0.00</u>	<u>0.00%</u>	<u>(2,418,800.26)</u>

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Item 20.

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	9,980.42	0.00	9,980.42	45,059.49	0.00	0.00%	(45,059.49)
12-10-5208 Engineering Services	0.00	0.00	0.00	7,740.44	0.00	0.00%	(7,740.44)
12-10-5229 Contractual Services	0.00	0.00	0.00	952,245.57	0.00	0.00%	(952,245.57)
12-10-5301 Office Supplies	3,569.28	0.00	3,569.28	9,088.74	0.00	0.00%	(9,088.74)
12-10-5314 Computer & Technology	0.00	0.00	0.00	893,065.92	0.00	0.00%	(893,065.92)
12-10-5401 Utilities - Electricity	0.00	0.00	0.00	22,945.89	0.00	0.00%	(22,945.89)
12-10-5403 Utilities - Telephone	1,793.85	0.00	1,793.85	12,665.49	0.00	0.00%	(12,665.49)
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	213.40	0.00	213.40	2,858.69	0.00	0.00%	(2,858.69)
12-10-5412 Utilities - Gas	52.71	0.00	52.71	1,434.40	0.00	0.00%	(1,434.40)
12-10-5630 Furniture & Equipment	3,186.21	0.00	3,186.21	443,999.63	0.00	0.00%	(443,999.63)
Administration Totals	18,795.87	0.00	18,795.87	2,418,800.26	0.00	0.00%	(2,418,800.26)
Expense Totals	18,795.87	0.00	18,795.87	2,418,800.26	0.00	0.00%	(2,418,800.26)

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Item 20.

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	13,556.60	18,000.00	(4,443.40)	299,324.69	216,000.00	138.58%	(83,324.69)
Miscellaneous	0.00	0.00	0.00	18,243.96	0.00	0.00%	(18,243.96)
Revenue Totals	<u>13,556.60</u>	<u>18,000.00</u>	<u>(4,443.40)</u>	<u>317,568.65</u>	<u>216,000.00</u>	<u>147.02%</u>	<u>(101,568.65)</u>
Expense Summary							
Personnel Services	12,539.36	10,704.73	1,834.63	34,282.02	128,460.00	26.69%	94,177.98
Professional/Contract Services	235.00	2,873.85	(2,638.85)	28,286.02	34,500.00	81.99%	6,213.98
Materials & Supplies	23,393.77	7,353.89	16,039.88	59,030.93	88,276.00	66.87%	29,245.07
Capital Outlay	1,200.00	6,250.00	(5,050.00)	66,804.81	75,000.00	89.07%	8,195.19
Expense Totals	<u>37,368.13</u>	<u>27,182.47</u>	<u>10,185.66</u>	<u>188,403.78</u>	<u>326,236.00</u>	<u>57.75%</u>	<u>137,832.22</u>

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Item 20.

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	13,556.60	18,000.00	(4,443.40)	299,324.69	216,000.00	138.58%	(83,324.69)
Sales Tax Totals	13,556.60	18,000.00	(4,443.40)	299,324.69	216,000.00	138.58%	(83,324.69)
Miscellaneous							
20-4910 Interest Income	0.00	0.00	0.00	18,243.96	0.00	0.00%	(18,243.96)
Miscellaneous Totals	0.00	0.00	0.00	18,243.96	0.00	0.00%	(18,243.96)
Revenue Totals	13,556.60	18,000.00	(4,443.40)	317,568.65	216,000.00	147.02%	(101,568.65)

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Item 20.

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	1,200.00	6,250.00	(5,050.00)	66,804.81	75,000.00	89.07%	8,195.19
Materials & Supplies	23,393.77	7,353.89	16,039.88	59,030.93	88,276.00	66.87%	29,245.07
Personnel Services	12,539.36	10,704.73	1,834.63	34,282.02	128,460.00	26.69%	94,177.98
Professional/Contract Services	235.00	2,873.85	(2,638.85)	28,286.02	34,500.00	81.99%	6,213.98
Police Totals	<u>37,368.13</u>	<u>27,182.47</u>	<u>10,185.66</u>	<u>188,403.78</u>	<u>326,236.00</u>	<u>57.75%</u>	<u>137,832.22</u>
Expense Total	<u>37,368.13</u>	<u>27,182.47</u>	<u>10,185.66</u>	<u>188,403.78</u>	<u>326,236.00</u>	<u>57.75%</u>	<u>137,832.22</u>

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Item 20.

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	8,964.48	6,725.83	2,238.65	19,450.78	80,710.00	24.10%	61,259.22
20-20-5104 Salaries - Overtime	0.00	666.40	(666.40)	6,548.07	8,000.00	81.85%	1,451.93
20-20-5106 Social Security/Medicare	671.49	515.00	156.49	1,465.84	6,180.00	23.72%	4,714.16
20-20-5107 TMRS	986.10	740.00	246.10	2,161.05	8,880.00	24.34%	6,718.95
20-20-5108 Health & Life Insurance	1,824.43	2,000.00	(175.57)	4,473.19	24,000.00	18.64%	19,526.81
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	92.86	11.67	81.19	183.09	140.00	130.78%	(43.09)
20-20-5114 Benefits Admin Fees	0.00	18.33	(18.33)	0.00	220.00	0.00%	220.00
20-20-5206 Professional Services	60.00	624.75	(564.75)	8,144.22	7,500.00	108.59%	(644.22)
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	175.00	1,666.00	(1,491.00)	13,637.63	20,000.00	68.19%	6,362.37
20-20-5230 Radio Service	0.00	449.82	(449.82)	5,328.00	5,400.00	98.67%	72.00
20-20-5301 Office Supplies	0.00	166.60	(166.60)	44.38	2,000.00	2.22%	1,955.62
20-20-5303 Public Education & Training	0.00	333.33	(333.33)	4,080.12	4,000.00	102.00%	(80.12)
20-20-5307 Investigation Supplies	0.00	64.64	(64.64)	636.34	776.00	82.00%	139.66
20-20-5309 Uniforms	2,450.93	416.67	2,034.26	3,629.55	5,000.00	72.59%	1,370.45
20-20-5314 Computer & Technology	12,645.00	2,915.50	9,729.50	24,623.03	35,000.00	70.35%	10,376.97
20-20-5315 Computer Software/License	212.50	1,541.05	(1,328.55)	10,768.79	18,500.00	58.21%	7,731.21
20-20-5316 Equipment Repair/Parts	26.40	416.67	(390.27)	1,156.42	5,000.00	23.13%	3,843.58
20-20-5317 Equipment & Other Rentals	7,999.94	999.60	7,000.34	8,527.88	12,000.00	71.07%	3,472.12
20-20-5328 Small Tools & Minor	59.00	416.50	(357.50)	4,648.20	5,000.00	92.96%	351.80
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	916.22	1,000.00	91.62%	83.78
20-20-5650 Vehicles & Machinery	1,200.00	6,250.00	(5,050.00)	66,804.81	75,000.00	89.07%	8,195.19
Police Totals	37,368.13	27,182.47	10,185.66	188,403.78	326,236.00	57.75%	137,832.22
Expense Totals	37,368.13	27,182.47	10,185.66	188,403.78	326,236.00	57.75%	137,832.22

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Item 20.

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)	1,589,660.00	1,689,700.00	94.08%	100,040.00
Expense Totals	0.00	140,775.34	(140,775.34)	1,589,660.00	1,689,700.00	94.08%	100,040.00

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Item 20.

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)	1,589,660.00	1,689,700.00	94.08%	100,040.00
Administration Totals	0.00	140,775.34	(140,775.34)	1,589,660.00	1,689,700.00	94.08%	100,040.00
Expense Total	0.00	140,775.34	(140,775.34)	1,589,660.00	1,689,700.00	94.08%	100,040.00

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Item 20.

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
30-10-5504 Paying Agent Fee	0.00	0.00	0.00	750.00	0.00	0.00%	(750.00)
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)	600,000.00	600,000.00	100.00%	0.00
Administration Totals	0.00	140,775.34	(140,775.34)	1,589,660.00	1,689,700.00	94.08%	100,040.00
Expense Totals	0.00	140,775.34	(140,775.34)	1,589,660.00	1,689,700.00	94.08%	100,040.00

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Item 20.

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	79,049.50	0.00	0.00%	(79,049.50)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>79,049.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>(79,049.50)</u>
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>84,638.50</u>	<u>0.00</u>	<u>0.00%</u>	<u>(84,638.50)</u>

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Item 20.

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grant Income							
35-4803 GLO Grant Funds	0.00	0.00	0.00	79,049.50	0.00	0.00%	(79,049.50)
Grant Income Totals	0.00	0.00	0.00	79,049.50	0.00	0.00%	(79,049.50)
Revenue Totals	0.00	0.00	0.00	79,049.50	0.00	0.00%	(79,049.50)

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

9/4/2024 1:50

Item 20.

35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)
Administration Totals	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)
Expense Total	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)

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

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Item 20.

35 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	0.00	0.00	0.00	83,624.50	0.00	0.00%	(83,624.50)
35-10-5213 Legal Notices Expense	0.00	0.00	0.00	1,014.00	0.00	0.00%	(1,014.00)
Administration Totals	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)
Expense Totals	0.00	0.00	0.00	84,638.50	0.00	0.00%	(84,638.50)

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

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Item 20.

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	<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>
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>584.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>(584.00)</u>

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

9/4/2024

Item 20.

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>

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

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Item 20.

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	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)
State & Federal Grants Totals	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)
Expense Total	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)

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

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Item 20.

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	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)
State & Federal Grants Totals	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)
Expense Totals	0.00	0.00	0.00	584.00	0.00	0.00%	(584.00)

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

9/4/2024

Item 20.

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	800.94	0.00	800.94	8,126.25	0.00	0.00%	(8,126.25)
Revenue Totals	<u>800.94</u>	<u>0.00</u>	<u>800.94</u>	<u>8,126.25</u>	<u>0.00</u>	<u>0.00%</u>	<u>(8,126.25)</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>

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

9/4/2024

Item 20.

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	800.94	0.00	800.94	8,126.25	0.00	0.00%	(8,126.25)
Fines & Forfeitures Totals	800.94	0.00	800.94	8,126.25	0.00	0.00%	(8,126.25)
Revenue Totals	800.94	0.00	800.94	8,126.25	0.00	0.00%	(8,126.25)

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

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Item 20.

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

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

9/4/2024

Item 20.

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

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

9/4/2024

Item 20.

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	979.28	0.00	979.28	9,949.00	0.00	0.00%	(9,949.00)
Revenue Totals	<u>979.28</u>	<u>0.00</u>	<u>979.28</u>	<u>9,949.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>(9,949.00)</u>
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	73.40	0.00	0.00%	(73.40)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>73.40</u>	<u>0.00</u>	<u>0.00%</u>	<u>(73.40)</u>

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

9/4/2024

Item 20.

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	979.28	0.00	979.28	9,949.00	0.00	0.00%	(9,949.00)
Fines & Forfeitures Totals	979.28	0.00	979.28	9,949.00	0.00	0.00%	(9,949.00)
Revenue Totals	979.28	0.00	979.28	9,949.00	0.00	0.00%	(9,949.00)

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

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Item 20.

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

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

9/4/2024

Item 20.

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

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

9/4/2024

Item 20.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	13,924.01	0.00	0.00%	(13,924.01)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,924.01</u>	<u>0.00</u>	<u>0.00%</u>	<u>(13,924.01)</u>
Expense Summary							
Capital Outlay	180.00	0.00	180.00	192,533.30	0.00	0.00%	(192,533.30)
Expense Totals	<u>180.00</u>	<u>0.00</u>	<u>180.00</u>	<u>192,533.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(192,533.30)</u>

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

9/4/2024

Item 20.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	0.00	0.00	0.00	13,924.01	0.00	0.00%	(13,924.01)
Miscellaneous Totals	0.00	0.00	0.00	13,924.01	0.00	0.00%	(13,924.01)
Revenue Totals	0.00	0.00	0.00	13,924.01	0.00	0.00%	(13,924.01)

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

9/4/2024 1:50

Item 20.

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	180.00	0.00	180.00	192,533.30	0.00	0.00%	(192,533.30)
Administration Totals	<u>180.00</u>	<u>0.00</u>	<u>180.00</u>	<u>192,533.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(192,533.30)</u>
Expense Total	<u>180.00</u>	<u>0.00</u>	<u>180.00</u>	<u>192,533.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(192,533.30)</u>

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

9/4/2024

Item 20.

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	180.00	0.00	180.00	192,533.30	0.00	0.00%	(192,533.30)
Administration Totals	180.00	0.00	180.00	192,533.30	0.00	0.00%	(192,533.30)
Expense Totals	180.00	0.00	180.00	192,533.30	0.00	0.00%	(192,533.30)

Technology Department

- Network and IT Infrastructure Enhancements:
 - Successfully configured and troubleshooted Site-to-Site VPNs to ensure robust connectivity between city facilities, particularly between the Public Works building and any other city locations as the need arises. Addressed significant issues such as incorrect Public WAN IP configurations and hardware compatibility problems with diverse networking equipment.
- Departmental Support and User Assistance:
 - Provided extensive support to city employees, including password resets, hardware troubleshooting, and software configurations. This includes resolving unique issues like the misassociation of image file types with Microsoft Word that inhibited Police Department investigative work. And the inability of certain city systems to connect to printers.
- Vendor Management and Communications:
 - Managed communications with external vendors like DataVox and Dell, updating contact lists and discussing terms for ongoing projects. Addressed concerns with vendor responses and equipment setups in city conference rooms.
- Security Enhancements and Spoofing Prevention:
 - Responded to security incidents including a spoofing attempt through our CivicPlus Contact Form. Updated security protocols and communicated with City Council Members regarding the avoidance of potential damage typically shadowed by these types of events.
- Office and Staff Relocation Planning:
 - Engaged in discussions regarding the relocation of office spaces to accommodate an increasing number of city staff. Explored multiple options for office setups, considering the need for enhanced data and power infrastructure.
- Strategic and Operational Planning:
 - Participated in strategic planning sessions, including formulating a technology strategic plan for the Finance Department's upcoming audit. Assisted in setting up infrastructure for citywide strategic initiatives, such as web fax capabilities and configuring public-facing services.

City Of Iowa Colony

Operations Report for the meeting held on September 9th, 2024.

Management Report Summary

1. Maintenance & Repairs:

- **Wastewater Treatment Plant**
 - i. C.R. 57 S1 – Subcontractor onsite to grease bearings for blower #5.
 - ii. C.R. 57 S1 – Ordered HTH granular for use at facility.
 - iii. C.R. 57 S1 – Filled diesel tank for onsite generator.
 - iv. C.R. 57 S1 – Vactor truck work clean out headworks and chlorine contact basin.
- **Lift Station**
 - i. Sterling Lakes Dr L1 – Pulled high- and low-level floats for cleaning.
- **Water Plant**
 - i. Bronze Shore Dr W1 – Filled diesel tank for onsite generator.
- **Water Distribution**
 - i. In District – Performed monthly end of line flushing.
 - ii. 9635 Golden Cypress Dr – Excavation to replace inoperable curb stops.
- **Sanitary Sewer Collection**
 - i. 2802 Silver Falls Ln – Jett truck cleared blockage in sanitary main.
 - ii. 9427 Copper Cove Ln – Jett truck cleared blockage in sanitary main.
- **Storm Sewer**
 - i. Nothing to report.

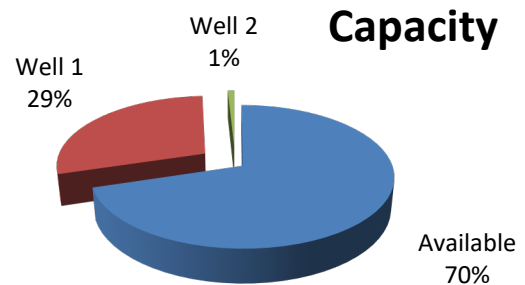
City of Iowa Colony
Production Report

Item 22.

AUGUST 2024 PUMPAGE X 1,000 GALS								
Date	Well 1	Well 2	Total	Capacity	Purch	From	Sold	To
1	477	0	477	17.4%			0	B053
2	728	0	728	26.6%			0	B053
3	726	0	726	26.5%			0	B053
4	662	0	662	24.2%			0	B053
5	825	0	825	30.1%			0	B053
6	698	0	698	25.5%			0	B053
7	787	0	787	28.7%			0	B053
8	855	0	855	31.2%			0	B053
9	729	0	729	26.6%			0	B053
10	831	0	831	30.3%			0	B053
11	859	0	859	31.4%			0	B053
12	564	72	636	23.2%			0	B053
13	704	0	704	25.7%			0	B053
14	886	0	886	32.3%			0	B053
15	720	0	720	26.3%			0	B053
16	691	0	691	25.2%			0	B053
17	900	0	900	32.9%			0	B053
18	421	559	980	35.8%			0	B053
19	923	30	953	34.8%			0	B053
20	804	0	804	29.4%			0	B053
21	1,038	0	1,038	37.9%			0	B053
22	944	0	944	34.5%			0	B053
23	901	0	901	32.9%			0	B053
24	869	0	869	31.7%			0	B053
25	935	0	935	34.1%			0	B053
26	875	0	875	31.9%			0	B053
27	748	50	798	29.1%			0	B053
28	831	0	831	30.3%			0	B053
29	624	0	624	22.8%			0	B053
30	625	0	625	22.8%			0	B053
31	1,407	0	1,407	51.4%				
TOTAL:	24,587	711	25,298		0		0	

BC31 PERMIT	PERMIT TERM	GALLONS PUMPED	PERMIT USED	MONTHS	
	2/1/24 - 1/31/25			AVAIL	PROJ
300,000	x 1,000 gallons	160,732	54%	5	6

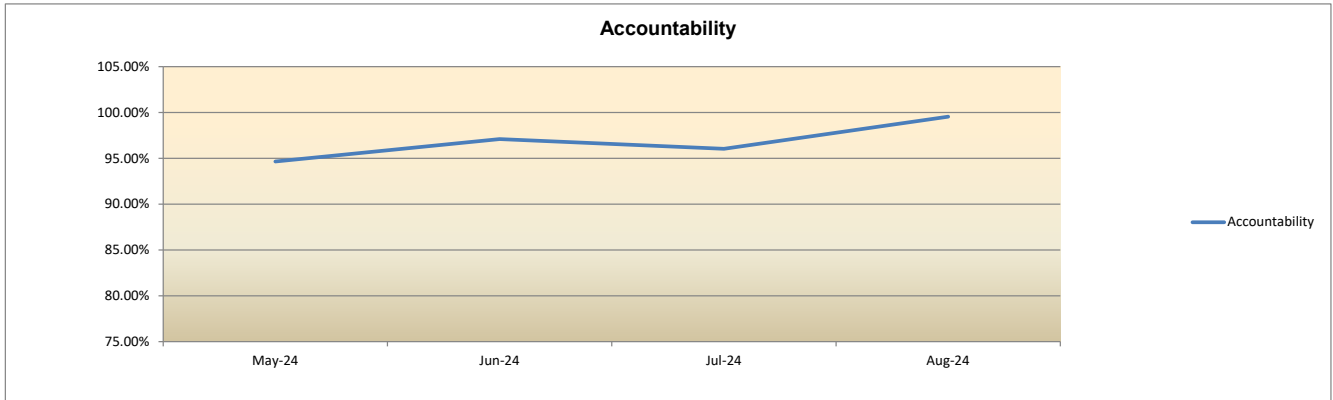
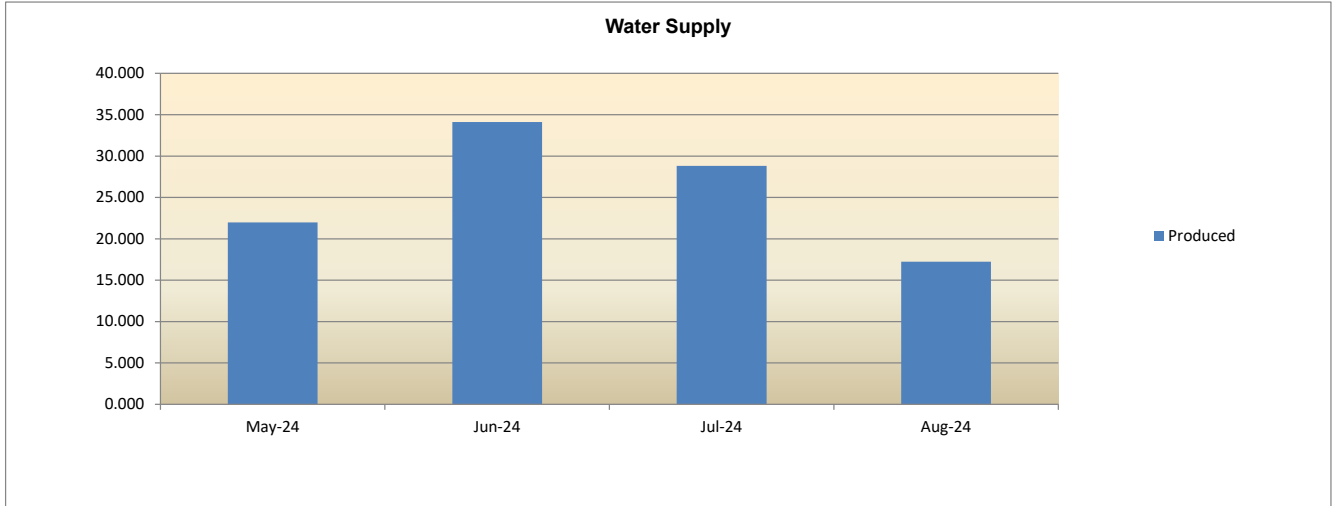
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
1	6/1/23	1311	1,888
2	5/16/24	622	851
TOTAL			2,739



City of Iowa Colony Accountability Report

Item 22.

Billing Period	Produced	Purchased I/C	Total Supplied	Metered COIC	Metered B032	Sold to B053	Unmetered	Repairs	Accountability	Four month average
04/11/24 - 05/10/24	21.993	0.000	21.993	11.768	5.834	0.000	0.715	2.500	94.65%	96.46%
05/11/24 - 06/10/24	34.122	0.000	34.122	26.725	6.022	0.000	0.387	0.000	97.10%	96.22%
06/11/24 - 07/11/24	28.807	0.000	28.807	20.639	6.861	0.000	0.167	0.000	96.04%	95.60%
07/12/24 - 08/08/24	17.237	3.300	20.537	15.248	4.943	0.000	0.252	0.000	99.54%	96.84%



City of Iowa Colony
Wastewater Treatment Plant

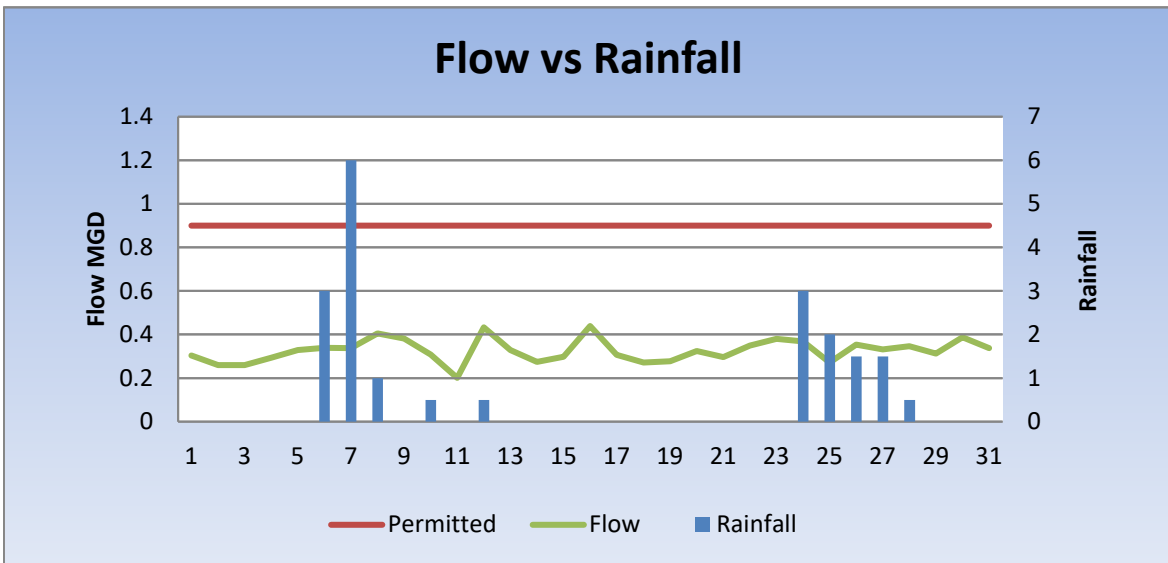
Item 22.

Permit # 14546-001
Expires: 6/26/2024

Design: 0.900 MGD
Utilized 48.3%

PARAMETER		UNITS	PERMIT LIMITS	Jul-24 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.9	0
pH:	Min	S.U.	6.0	7.0	0
	Max	S.U.	9.0	7.4	0
Total Suspended Solids:	Avg	lbs / day	113.0	9.2	0
	Avg	mg / l	15.0	2.9	0
	Max	mg / l	40.0	4.0	0
Ammonia:	Avg	lbs / day	23.0	0.7	0
	Avg	mg / l	3.0	0.2	0
	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.44	0
2-Hour Peak Flow:	Max	gpm	3.60	0.80	0
Chlorine:	Min	mg / l	1.0	1.0	0
	Max	mg / l	4.0	3.9	0
E.coli:	Avg	CFU/100ml	126	1.0	0
	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	75.0	10.1	0
	Avg	mg / l	10.0	2.9	0
	Max	mg / l	25.0	3.9	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	19.5	SSO Gallons:	0



City of Iowa Colony Customer Billing Report

Item 22.

	August 11, 2024	July 11, 2024	June 11, 2024
Beginning Date	7/25/2024	6/27/2024	5/21/2024
Closing Date	8/23/2024	7/24/2024	6/26/2024

Collected Amount

Penalty	\$ 730.43	\$ 989.16	\$ 1,235.79
Water	\$ 78,135.42	\$ 73,350.49	\$ 18,436.58
Sewer	\$ 56,627.96	\$ 70,070.57	\$ 32,364.12
Garbage Tax	\$ 3,478.12	\$ 2,445.15	\$ -
Garbage Tax	\$ 42,319.97	\$ 30,376.43	\$ -
Franchise	\$ 5,404.78	\$ 3,880.71	\$ -
Voluntary Fire	\$ 3,400.36	\$ 3,196.78	\$ 1,562.51
Grease Trap	\$ -	\$ 134.00	\$ 60.00
Deposit	\$ 3,288.49	\$ 3,175.00	\$ 2,785.00
Transfer Fee	\$ 712.76	\$ 1,015.00	\$ 930.00
Miscellaneous	\$ 6,541.49	\$ 10,816.28	\$ 1,440.95
TOTAL COLLECTED	\$ 200,639.78	\$ 199,449.57	\$ 58,814.95
OVERPAYMENT	\$ 8,114.34	\$ 7,574.11	\$ 2,692.92
TOTAL COLLECTED	\$ 208,754.12	\$ 207,023.68	\$ 61,507.87

Billed Amounts

Water	\$ 76,596.94	\$ 109,572.03	\$ 130,677.91
Sewer	\$ 43,000.82	\$ 43,078.32	\$ 42,717.50
Garbage Tax	\$ 2,910.24	\$ 3,705.48	\$ 3,672.63
Garbage	\$ 35,193.60	\$ 45,007.20	\$ 44,608.20
Franchise Fee	\$ 5,978.88	\$ 7,631.66	\$ 8,669.10
Voluntary Fire	\$ 4,911.00	\$ 4,926.00	\$ 4,926.00
Grease Trap	\$ 134.00	\$ 134.00	\$ 134.00
Deposit	\$ 1,050.00	\$ 2,900.00	\$ 2,075.00
Transfer Fee	\$ 490.00	\$ 970.00	\$ 620.00
Miscellaneous	\$ 700.00	\$ 500.00	\$ 100.00
TOTAL BILLED	\$ 170,965.48	\$ 218,424.69	\$ 238,200.34

Aged Receivables

30 Days Arrears	\$ 68,286.36	\$ 112,109.23	\$ 67,250.86
60 Days Arrears	\$ 68,191.74	\$ 16,121.92	\$ 22,994.56
90 Days Arrears	\$ 2,655.14	\$ 10,927.55	\$ 5,649.08
Over 120 Days Arrears	\$ 8,008.02	\$ 7,424.41	\$ 5,436.05
Previous Month Overpymt	\$ (7,007.42)	\$ (6,883.70)	\$ (5,256.77)
Total Aged Receivables	\$ 140,133.84	\$ 139,699.41	\$ 96,073.78
Current Month Overpymt	\$ (9,155.48)	\$ (8,348.56)	\$ (7,939.43)
TOTAL LESS OVERPYMT	\$ 130,978.36	\$ 131,350.85	\$ 88,134.35
TOTAL RECEIVABLES	\$ 301,943.84	\$ 349,775.54	\$ 326,334.69

Deposit Liabilities	\$ 165,570.00	\$ 164,520.00	\$ 164,545.00
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Average Usage For Meters	5,609	6,195	6,284
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City Of Iowa Colony
Connection Report

Item 22.

	<u>August 11, 2024</u>	<u>July 11, 2024</u>	<u>June 11, 2024</u>
Occupied Single Family	1673	1679	1664
Vacant Single Family	25	19	34
Multi-Family	0	0	0
Commercial	3	3	3
Builder	42	42	41
Irrigation	22	21	21
Rental Meters	7	8	9
District Meters	1	1	1
TOTAL CONNECTIONS	1773	1773	1773



CITY COUNCIL WORKSESSION MINUTES

Item 23.

Thursday, August 08, 2024
5:00 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 August 2024, the City Council of the City of Iowa Colony, Texas, held a Worksession at 5:00 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 (Arrived at 6:23 P.M.)
Councilmember Kareem Boyce
Councilmember Sydney Hargroder

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

CALL TO ORDER

Mayor Kennedy called the worksession to order at 5:00 P.M.

CITIZEN COMMENTS

There were no comments from the public.

EXECUTIVE SESSION-5:01 P.M.

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

1. Discussion on potential or threatened legal action related to development agreement default.

The Council returned from Executive Session at **6:01 P.M.**

ITEMS FOR DISCUSSION

2. Presentation of information related to the transition of water and wastewater utilities from MUD 55 to the City of Iowa Colony.

The Mayor called a recess at **6:58 P.M.** to go back into executive session.

The City Council returned from executive session at **7:15 P.M.**

ADJOURNMENT

The meeting was adjourned at 7:35 P.M.

APPROVED THIS 9TH DAY OF SEPTEMBER 2024

Item 23.

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





CITY COUNCIL WORKSESSION MINUTES

Item 24.

Monday, August 12, 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 12th day of August 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 (Arrived at 6:23 P.M.)
- Councilmember Kareem Boyce
- Councilmember Sydney Hargroder

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

TO ORDER

Mayor Kennedy called the work session to order at 6:02 P.M.

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Presentation of the proposed budget and tax rate for fiscal year 2024-25.
Robert Hemminger provided a brief overview of the proposed budget.
2. Discussion on a Development Agreement and Plan of Development for Maple Farms.
Discussion between the Developer and the City Council on the development agreement and plan of development for Maple Farms occurred.

ADJOURNMENT

The worksession was adjourned at 6:51 P.M.

APPROVED THIS 12TH DAY OF AUGUST 2024



Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Item 25.

Monday, August 12, 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 12th day of August 2024, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

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

CALL TO ORDER

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

INVOCATION

Dr. David Briggs provided the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and the Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Recognition of Adopt-A-Park participation

Mayor Kennedy provided a certificate for Adopt-A-Park Participation to the Alphas of Brazoria County.

CITIZEN COMMENTS

Dr. Stephanie Adams owns Club Movement. She would like to offer treatment to First Responders as well as work with the city to host a 5k.

PUBLIC HEARINGS

2. Hold a public hearing on the Crime Control Plan and Budget for the Iowa Colony Crime Control and Prevention District for FY 24-25.

Mayor Kennedy opened the public hearing at 7:09 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:10 P.M.

COUNCIL COMMENTS

Councilmember Barnett reminded everyone to stay hydrated as it is hot outside. He also reminded everyone that we are still in tropical storm season so if you haven't already you need to make sure you have the necessary supplies.

Councilmember Murray thanked those in attendance. She asked that everyone keep educators, and the students encouraged.

Mayor Pro Tem Greene-Scott commented on the turn out for the MUD 55 meeting. She stated that there is a rock/concrete crushing plant on 521 and CR 57 in her backyard. Even though it is not in the city limits she encourages attendance at the meeting in regard to it.

Councilmember Varlack encouraged everyone to continue to look at the city website. The city staff does a great job of keeping it up to date. He commended staff on a great job post Hurricane Beryl. He thanked all those in attendance at the meeting.

Councilmember Boyce commented that Thursday's meeting was well attended. He commended his brothers of Alpha Phi Alpha for all that they did, have done, and continue to do on behalf of the organization. He reminded everyone to please be mindful as school is starting back.

Councilmember Hargroder thanked those in attendance. She stated that the presence at the MUD meeting was great and we received great feedback. She reminded everyone that it is still hurricane season, so please stay alert.

Mayor Kennedy thanked his brothers with Alpha Phi Alpha. He stated it was rewarding to see the citizens attend the meeting regarding MUD 55. He reminded everyone that tomorrow is the first day of school and there is a lot of construction going on and asked that everyone be mindful of that.

STAFF REPORTS

City Manager; Robert Hemminger provided a post Hurricane Beryl update regarding debris removal. He reminded everyone that not all the school zone signs have been put back up from the hurricane.

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
9. Technology Department Monthly Report
10. Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION

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

There was no executive session.

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

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

12. Consideration and possible action to appoint members to the Crime Control and Prevention District Board of Directors.

Motion made by Councilmember Hargroder to appoint Tim Underwood to the CCPD Board and serve the same term as Melvin Davis would have served, Seconded by Councilmember Murray. Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

13. Consideration and possible action on a Resolution approving the Crime Control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2024-25.

Motion made by Mayor Pro Tem Greene-Scott to approve a Resolution adopting the Crime Control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2024-25, Seconded by Councilmember Hargroder.

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

14. Consideration and possible action to set dates and times of public hearings on budget and tax rate and meetings to adopt them.

Motion made by Councilmember Varlack to schedule public hearings on the proposed budget and tax rate on September 9, 2024, at 7:00 P.M. and to schedule a meeting to consider adoption of the budget and tax rate on September 16, 2024, at 6:00 P.M., all to be held in the Iowa Colony City Council Chambers at 3144 Meridiana Parkway, Seconded by Councilmember Barnett.

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

15. Consideration and possible action to propose a tax rate by a record vote.

Motion made by Councilmember Murray to propose a tax rate for 2025 of \$0.519209 per \$100, Seconded by Mayor Pro Tem Greene-Scott.

The City Secretary called for a roll call vote.

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

16. Consideration and possible action on a Resolution authorizing a grant application to the General Land Office (GLO) for Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program.

Motion made by Mayor Pro Tem Greene-Scott to adopt a Resolution authorizing a grant application to the General Land Office for Community Development Block Grant-Mitigation Resilient Communities Program., Seconded by Councilmember Varlack.

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

17. Consideration and possible action to approve a Development Agreement and Plan of Development for Maple Farms.

Motion made by Councilmember Hargroder to approve a Development Agreement and related documents for the Maple Farms Development pending that the language be approved by the City Attorney, Seconded by Councilmember Boyce.

Voting Yea: Councilmember Murray, Councilmember Barnett, 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 Councilmember Varlack to approve all consent items as presented, Seconded by Councilmember Murray.

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

18. Consider approval of the July 10, 2024 City Council worksession minutes.
19. Consider approval of the July 10, 2024 City Council meeting minutes.
20. Consider approval of the MH Sierra Vista Final Plat.
21. Consider approval of the Prose Sierra Vista Final Plat.
22. Consider approval of the Sierra Vista Section 10 Final Plat.
23. Consideration and possible action on an agreement with DR Horton on roadway improvements.
24. Consider approval of the updated 2023 Tax Increment Reinvestment Zone No. 2 (TIRZ 2) Annual Report.
25. Consider acceptance of Ames Boulevard Phase II Storm and Paving Facilities into One Year Maintenance Period.
26. Consider approval of Ames Boulevard Phase II Water and Sanitary Sewer Facilities into One Year Maintenance Period.
27. Consider approval of Baird Boulevard Phase I Storm and Paving Facilities into One Year Maintenance Period.
28. Consider acceptance of Davenport Parkway Storm and Paving Facilities into One Year Maintenance Period.

ADJOURNMENT

The meeting was adjourned at 7:44 P.M.

APPROVED THIS 9TH DAY OF SEPTEMBER 2024

Kayleen Rosser, City Secretary



Wil Kennedy, Mayor



City Council Agenda Item Request Form

Item 26.

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

Date:

Department Making Request: 30 - Public Works

Person Making Request: Jeremy Franks

Item Type: Agreement

Budgeted? N/A (no cost)

Cost:

If budgeted, identify account:

Short Description:

an interlocal agreement between Brazoria County and The City of Iowa Colony concerning additional street upkeep and/or repairs.

Explanation/Justification Details:

Under the terms of this agreement, Iowa Colony will receive additional maintenance and improvement assistance from Brazoria County, including base and culvert preparation, asphalt paving, herbicide spraying, and other standard road maintenance tasks.

Requestor Signature:

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the 09/09/2024 Council Agenda.

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF IOWA COLONY, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2024, to September 30, 2025. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF IOWA COLONY, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be

a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY

AGREEMENT FOR LAW ENFORCEMENT EQUIPMENT

This Agreement for Law Enforcement Equipment (the "Agreement") is made and entered into as of the date last executed by the parties below (the "Effective Date"), by the City of Iowa Colony, Texas, a municipal corporation and a home-rule city in the State of Texas (the "City") acting by and through its City Council, and Brazoria County Municipal Utility District No. 31, a conservation and reclamation district (the "District"). The City and the District are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City intends to enter into an agreement with Flock Security, Inc. (the "Flock Agreement"), for the provision and operation of Equipment (as defined below) to enhance law enforcement services in the City; and

WHEREAS, the Parties desire to enhance law enforcement services in the District and the City through the operation of the Equipment; and

WHEREAS, the City desires to operate the Equipment for the benefit of the District and the City; and

WHEREAS, each Party has determined that the Equipment will benefit its residents and landowners; and

WHEREAS, the City has requested that the District fund certain costs (described herein) associated with the Equipment for the purpose of assisting law enforcement in the District; and

WHEREAS, the Parties understand that the City will only enter into the Flock Agreement upon the approval and execution of this Agreement; NOW THEREFORE, in consideration of the mutual benefits herein contained, the Parties hereby agree as follows:

AGREEMENT

DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

1. Equipment. Equipment shall mean six (6) Flock Safety cameras in the District, as described in the Equipment quote attached as **Exhibit A**, to be operated within the boundaries of the District and to be utilized to assist law enforcement in detecting vehicle make, model, type, color, and license plate (e.g. state, temporary, and missing plates).
2. Flock Payment. The payment(s) due to the provider of the Equipment, including all subscription costs (the "Flock Payment").

ARTICLE I.
PURPOSE

The purpose of this Agreement is for the City to provide and maintain the Equipment under the terms and conditions herein. By signing this Agreement, the City agrees to provide the goods and services referred to in Articles II and III under the terms and conditions herein.

ARTICLE II.
THE EQUIPMENT

- A. The operation, maintenance, repair, improvement, and replacement of the Equipment shall be governed pursuant to the terms of the Flock Agreement. The District shall not be responsible to operate, maintain, repair, improve, and replace the Equipment.
- B. All costs associated with the operation, maintenance, repair, improvement and replacement of the Equipment (including, without limitation, the Flock Payment) shall be the City's responsibility; *provided, however*, that the District will make the District Payment as described below.
- C. It is expressly understood and agreed that the Equipment shall not be subject to the control and supervision of the District. The Equipment shall be subject to the control and supervision of the City to the extent provided for in the Flock Agreement.

ARTICLE III.
CITY EMPLOYEES

- A. The City employees performing duties under this Agreement shall at all times remain City employees subject to the same rights and responsibilities as the City's other employees.
- B. The City agrees that the City employees shall perform the services associated with the Equipment described herein in accordance with the appropriate City policies and the policies and procedures of the City; *provided, however*, that, while City shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT PROVIDED BY CITY OR THE LAW ENFORCEMENT OFFICIALS TO THE DISTRICT, AND CITY AND THE LAW ENFORCEMENT OFFICIALS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

- C. The City retains sole and independent District regarding (i) the hiring, supervision, discipline, and termination of City employees, and (ii) the placement or replacement of the Equipment.

ARTICLE IV.
DISTRICT PAYMENT

- A. The District agrees to reimburse the City for the Flock Payment in accordance with the Equipment quote attached as **Exhibit A**, in an amount not to exceed \$18,000.00 annually (the "District Payment").
- B. The District Payment shall be made payable to the City and shall be delivered to the City of Iowa Colony Senior Accountant.
- C. Whether additional law enforcement cameras will be purchased is solely within City's discretion. The District shall not be responsible for the payment of any funds to the City except the District Payment. The City may submit a written request to the District for additional equipment detailing the specifications, quantity, cost, and the intended use of the additional equipment. The District shall review the request and may, at its sole discretion, approve an amount for the additional equipment requested by the City as District Payment.
- D. The District shall have no ownership interest in the Equipment or any right to access, control or use the data collected or shared from same.
- E. The District Payment shall be due and payable to the City no later than forty-five (45) days after the City provides the District with a written document confirming that the City has made the Flock Payment(s).

ARTICLE V.
TERM AND ASSIGNMENTS

- A. The term of this Agreement shall be twenty-four months from the Effective Date. The term shall automatically renew thereafter for successive twenty-four-month terms, unless either Party gives the other Party notice of non-renewal at least ninety (90) days prior to the end of the then current term.
- B. This Agreement is not assignable.
- C. If the Agreement is not approved and executed by the Parties, the Agreement shall be null and void, and neither Party shall have any obligations or liabilities to the other pursuant to this Agreement.

ARTICLE VI.
SEVERABILITY AND HEADINGS

- A. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory District of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby.
- B. Headings or subheadings included in this Agreement are given for convenience only and shall not be considered or given any effect in construing this Agreement.

ARTICLE VII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

- A. With respect to the subject matter hereof, this Agreement embodies the entire agreement of the Parties. This Agreement supersedes all prior communications and negotiations, oral or written, relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE VIII.
NOTICE

- A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the City: City Manager
 City of Iowa Colony
 3144 Meridiana Pkwy
 Iowa Colony, Texas 77583

To the District: Brazoria County Municipal Utility District No. 31
 c/o Allen Boone Humphries Robinson LLP
 Attn: Jessica Holoubek
 3200 Southwest Freeway
 Phoenix Tower, Suite 2600
 Houston, Texas 77027

- B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE IX.
REVENUE

- A. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

[Execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the dates set forth below.

CITY OF IOWA COLONY, TEXAS

Wil Kennedy, Mayor
Date:

ATTEST:

City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 31



President, Board of Directors
Date:

ATTEST:



Secretary, Board of Directors

Exhibit A – Equipment

[See attached]

Flock Safety + TX - Iowa Colony PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Joseph Napolitano
joseph.napolitano@flocksafety.com
9412248556

Created Date: 07/26/2024
Expiration Date: 08/16/2024
Quote Number: Q-91698
PO Number:

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 12003 Iowa Colony Blvd Iowa Colony, Texas 77583

Ship To: 12003 Iowa Colony Blvd Iowa Colony, Texas 77583

Billing Company Name: TX - Iowa Colony PD
 Billing Contact Name:
 Billing Email Address:
 Billing Phone:

Subscription Term: 12 Months
 Payment Terms: Net 30
 Retention Period: 30 Days
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	6	\$0.00

Subtotal Year 1:	\$18,000.00
Annual Recurring Subtotal:	\$18,000.00
Discounts:	\$3,900.00
Estimated Tax:	\$0.00
Contract Total:	\$18,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$18,000.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$18,000.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$3,900.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Tuesday, August 27, 2024

Abby Martinez
LJA Engineering
1904 W Grand Parkway N, Suite 100
Katy, TX 77449
amartinez@lja.com

Re: Caldwell Lakes Section 5 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 4478
ALLC Project No. 16007-2-388

Dear Ms. Martinez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Caldwell Lakes Section 5 Preliminary Plat, received on or about August 26, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

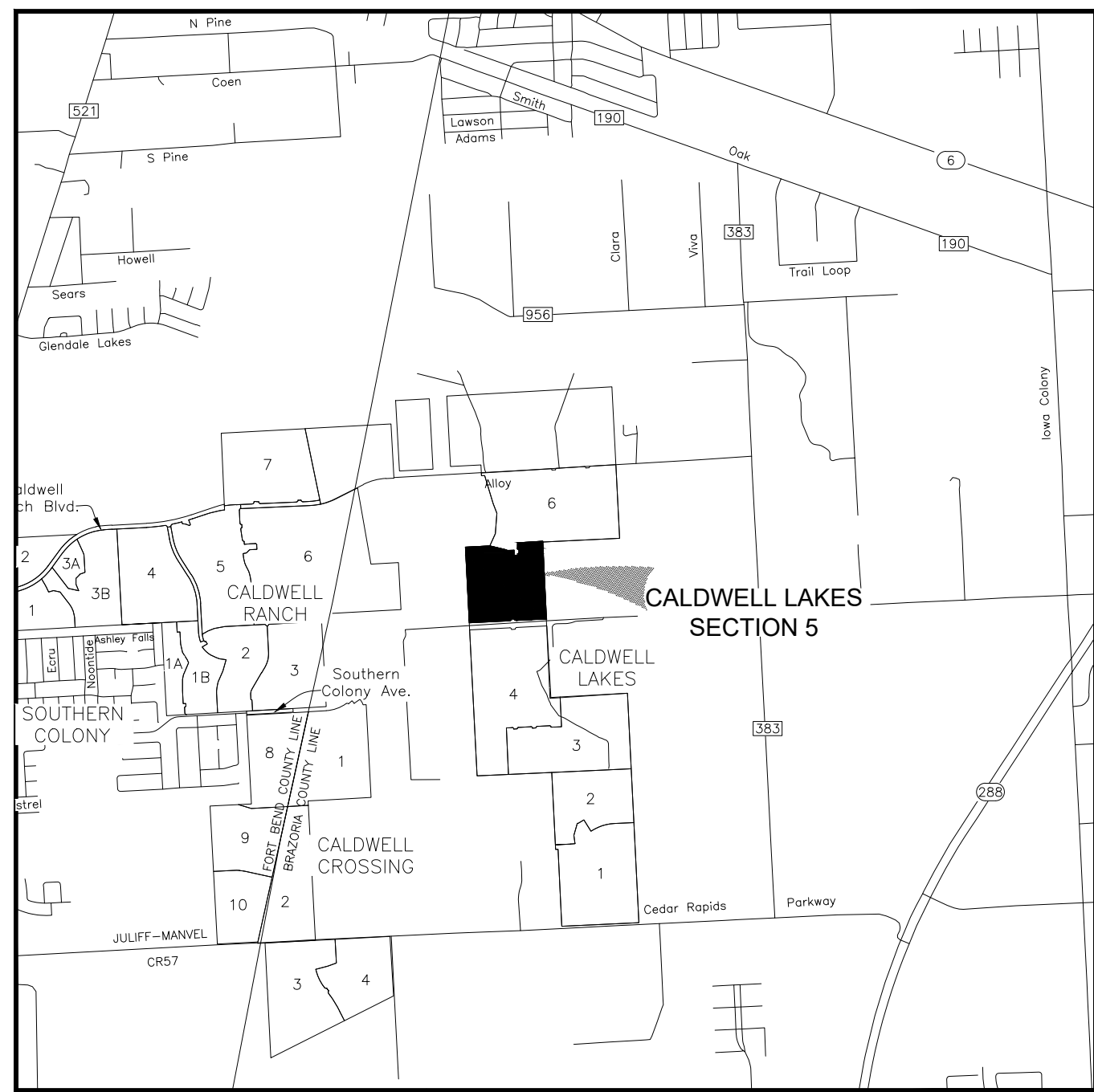
Based on our review, we have no objection to the preliminary plat as resubmitted on August 26, 2024. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 28, 2024, for consideration at the September 3, 2024, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-2-388



Vicinity Map
1 inch = 1/2 mile

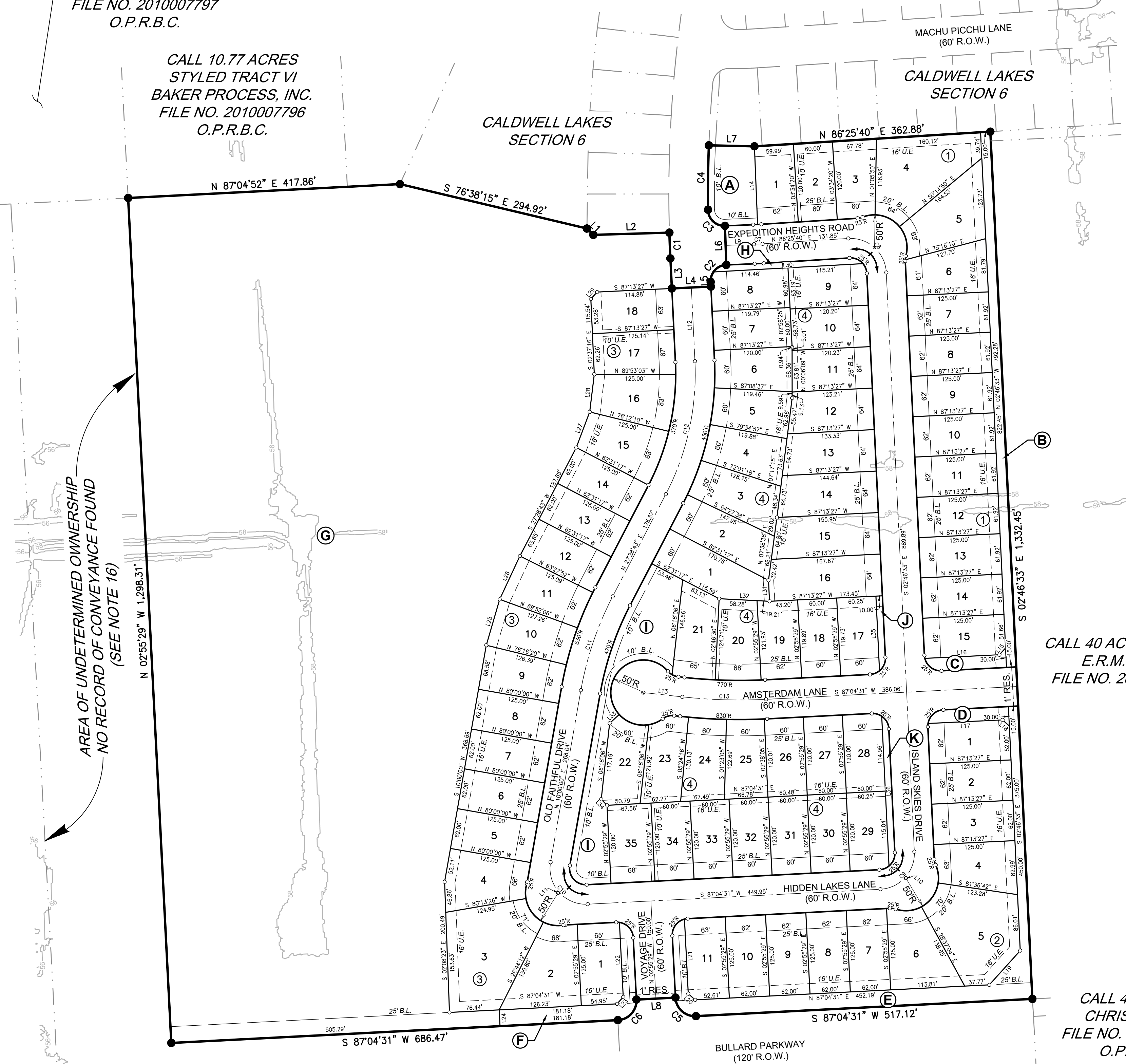
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 45°23'52" E	13.83'	L24	N 02°55'29" W	25.00'
L2	N 88°20'27" E	116.85'	L25	S 16°14'53" W	73.38'
L3	S 02°46'33" E	46.13'	L26	S 25°01'48" W	73.33'
L4	N 87°13'27" E	60.00'	L27	S 20°38'16" W	58.36'
L5	N 02°46'33" W	7.00'	L28	S 06°57'23" W	58.36'
L6	N 01°55'56" W	60.00'	L29	S 42°13'27" W	14.32'
L7	S 88°42'14" E	69.94'	L30	S 86°49'02" W	229.67'
L8	S 87°04'31" W	60.00'	L31	S 02°55'29" E	32.23'
L9	N 87°41'30" E	43.52'	L32	N 87°04'25" W	77.49'
L10	S 47°51'01" E	1.50'	L33	S 47°38'41" W	20.00'
L11	S 48°32'15" W	2.00'	L34	S 43°18'41" E	12.96'
L12	N 02°46'33" W	113.31'	L35	N 02°46'33" W	114.61'
L13	N 83°41'54" W	60.18'	L36	N 02°46'33" W	230.00'
L14	S 02°18'30" E	120.00'			
L15	N 42°08'59" E	14.16'			
L16	N 87°13'27" E	114.54'			
L17	S 87°13'27" W	114.45'			
L18	N 47°51'01" W	14.12'			
L19	N 42°08'59" E	70.80'			
L20	S 47°55'29" E	14.14'			
L21	S 02°55'29" E	114.49'			
L22	N 02°55'29" W	114.49'			
L23	N 42°04'31" E	14.14'			

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2,030.00'	1°07'00"	39.57'	S 02°13'03" E	39.57'
C2	25.00'	90°28'03"	39.47'	N 42°27'29" E	35.50'
C3	25.00'	91°37'13"	39.98'	N 46°29'53" W	35.85'
C4	1,970.00'	2°52'33"	98.88'	N 00°45'00" E	98.87'
C5	30.00'	90°00'00"	47.12'	N 47°55'29" W	42.43'
C6	30.00'	90°00'00"	47.12'	S 42°04'31" W	42.43'
C7	600.00'	1°15'50"	13.23'	N 87°03'35" E	13.23'
C8	55.00'	90°47'47"	87.16'	S 48°10'26" E	78.32'
C9	55.00'	89°51'04"	86.25'	S 42°08'59" W	77.68'
C10	55.00'	102°55'29"	98.60'	N 41°27'45" W	86.04'
C11	500.00'	17°28'43"	152.53'	N 18°44'21" E	151.94'
C12	400.00'	30°15'16"	211.22'	N 12°21'05" E	208.77'
C13	800.00'	9°13'35"	128.83'	N 88°18'41" W	128.69'

CALL 2.000 ACRES
STYLED TRACT III
BAKER PROCESS, INC.
FILE NO. 2010007797
O.P.R.B.C.

CALL 10.77 ACRES
STYLED TRACT VI
BAKER PROCESS, INC.
FILE NO. 2010007796
O.P.R.B.C.

AREA OF UNDETERMINED OWNERSHIP
NO RECORD OF CONVEYANCE FOUND
(SEE NOTE 16)



- LEGEND
- RES. INDICATES RESERVE
 - B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
 - R.O.W. INDICATES RIGHT-OF-WAY
 - DOC. NO. INDICATES DOCUMENT NUMBER
 - INDICATES STREETNAME CHANGE

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.203	8,835	RESTRICTED TO LANDSCAPE / OPEN SPACE / LIFT STATION
B	0.283	12,335	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
C	0.056	2,433	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
D	0.055	2,400	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
E	0.540	23,527	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
F	0.172	7,503	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
G	16.808	732,137	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES / DETENTION
H	0.047	2,051	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
I	0.538	23,417	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES / PARK
J	0.025	1,086	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
K	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
TOTAL	18.777	817,904	

CALL 40 ACRES (MORE OR LESS)
E.R.M. HOLDINGS, INC.
FILE NO. 2015023601 O.P.R.B.C.

CALL 40 ACRES
CHRISTY NGO
FILE NO. 2020011424
O.P.R.B.C.

A PRELIMINARY PLAT OF CALDWELL LAKES SECTION 5

±38.9 ACRES
79 LOTS (60' x 120' TYP.) AND
11 RESTRICTED RESERVES IN 4 BLOCKS

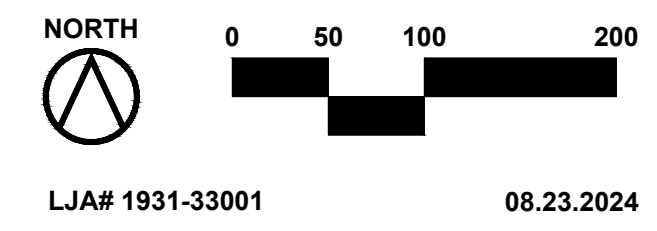
OUT OF THE
J.S. TALMAGE SURVEY, A-68
CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:
D.R. HORTON
6744 HORTON VISTA DR.
RICHMOND, TX 77407
281-566-2100

PLANNER:

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
T.B.P.L.S. Firm No. 10194382



DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING COMMISSION. THIS PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER LJA ENGINEERING, INC. NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY TO THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAT (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGNED, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAT ARE CONCEPTUAL AND BASED SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.

Tuesday, August 27, 2024

Abby Martinez
LJA Engineering
1904 W Grand Parkway N, Suite 100
Katy, TX 77449
amartinez@lja.com

Re: Caldwell Lakes Section 6 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 4479
ALLC Project No. 16007-2-389

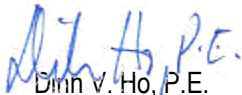
Dear Ms. Martinez:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Caldwell Lakes Section 6 Preliminary Plat, received on or about August 26, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on August 26, 2024. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 28, 2024, for consideration at the September 3, 2024, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

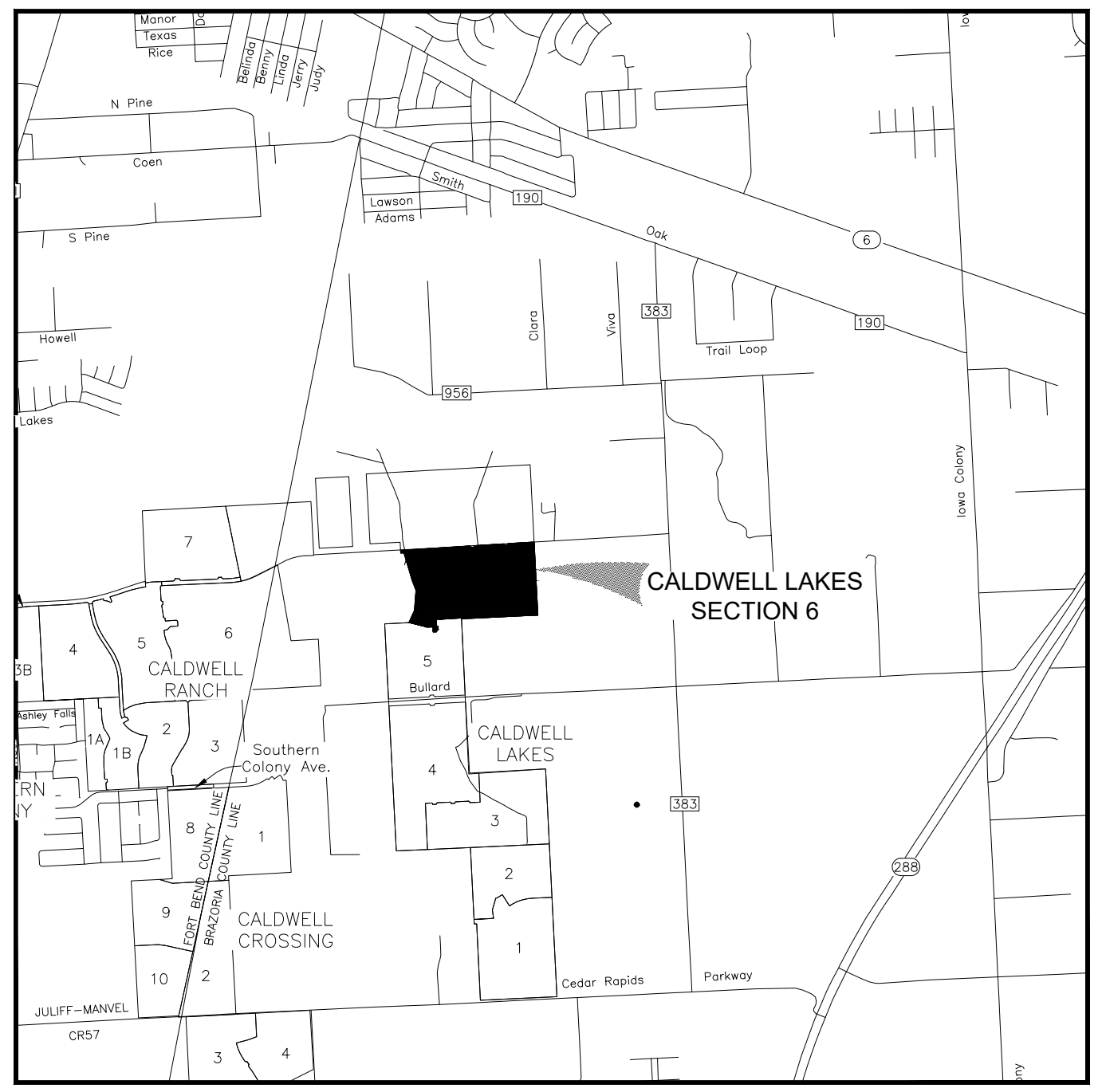


Dinn V. Ho, P.E.
TBPE Firm No. 16423

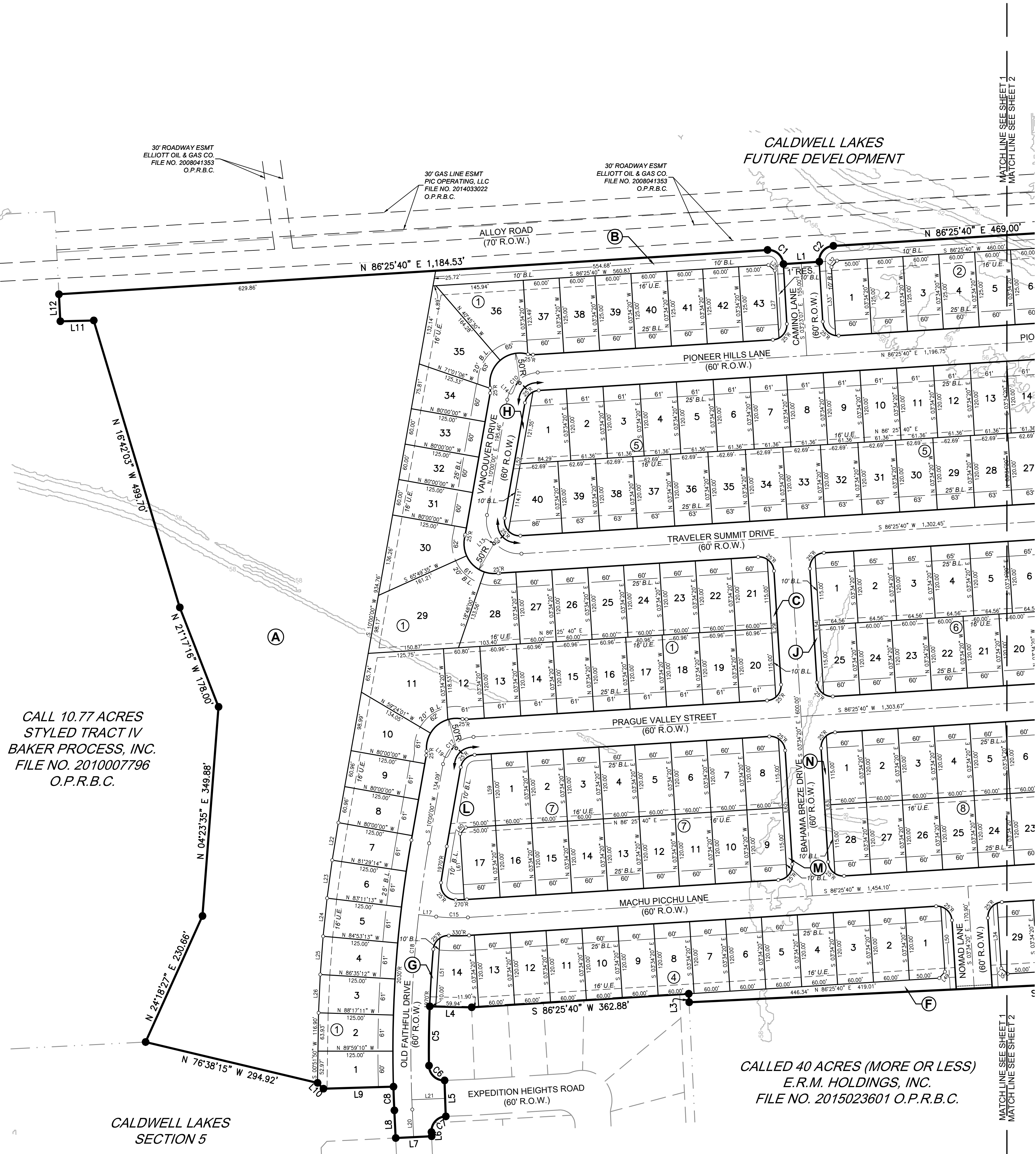
Cc: Kayleen Rosser
Robert Hemminger
File: 16007-2-389

- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.999872470.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 480380195K DECEMBER 30, 2020 THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- 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.
- T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-171: 58 INCH IRON ROD SET.
- ELEVATION = 59.28', NAVD 83, GEOID 11.
- THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES IN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY, BRAZORIA COUNTY HUD #17, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.
- CONTOUR LINES SHOWN HEREON ARE BASED ON THE NGS BENCHMARK E 306 BEING NOTED HEREON.
- THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR REPLIED UPON AS A FINAL SURVEY DOCUMENT.
- THE APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.
- DRAINAGE PLANS TO BE PROVIDED PRIOR TO FINAL PLAT SUBMITTAL.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT IS SUBDIVIDED TO BE SUBDIVIDED IN A RECORD PLAT THE ONE FOOT RESERVE SHALL HEREOFOR BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- OWNERS DO HEREBY CERTIFY THAT THEY ARE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF (NAME AND SECTION) WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY, 258 COLONY INVESTMENTS, LTD.; 698 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.
- PER DOCUMENT NUMBER 200628996, THE 54.8898 ACRE TRACT CONVEYED TO BAYOU RIFLES, INC. APPEARS TO BE 615 FEET (207 YARDS) WIDE, WHICH WOULD BE SHORT OF THE EASTERLY LINE OF THE CANCELLED A.B. LANGERMANN PATENT. THE TRACT IS FENCED AND OCCUPIED BY BAYOU RIFLES UP TO THE EASTERLY LINE OF THE CANCELLED A.B. LANGERMANN PATENT, BUT SURVEYOR COULD FIND NO EVIDENCE OF A RECORD DOCUMENT CONVEYING THE PORTION OF THE TRACT BETWEEN THE EASTERLY LINE OF THE CALL 54.8898 ACRE TRACT AND THE EASTERLY LINE OF THE CANCELLED A.B. LANGERMANN PATENT.
- FURTHER OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS. THE AERIAL EASEMENT SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.
- FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNRESTRICTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.
- A 50' PIPELINE SETBACK IS PROVIDED FOR LOTS 3-11 WITHIN BLOCK 3. THE SETBACK IS MEASURED FROM THE PIPELINE AND SHALL APPLY TO STRUCTURES ON THESE LOTS. THE 50' SETBACK IS INDICATED BY THE REAR BUILDING LINE (R.B.L.) PROVIDED.

- LEGEND
- RES. INDICATES RESERVE
 - B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
 - R.O.W. INDICATES RIGHT-OF-WAY
 - DOC. NO. INDICATES DOCUMENT NUMBER
 - ←→ INDICATES STREETNAME CHANGE



Vicinity Map
1 inch = 1/2 mile



CALL 10.77 ACRES
STYLED TRACT IV
BAKER PROCESS, INC.
FILE NO. 2010007796
O.P.R.B.C.

CALLED 40 ACRES (MORE OR LESS)
E.R.M. HOLDINGS, INC.
FILE NO. 2015023601 O.P.R.B.C.

LINE TABLE			LINE TABLE			CURVE TABLE						
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD	BEARING	CHORD
L1	N 86°16'20" E	60.00'	L38	N 08°43'40" W	77.53'	C1	25.00'	90°11'13"	39.35'	S 48°28'43" E	35.41'	
L2	N 85°59'36" E	60.01'	L39	N 18°27'52" W	79.48'	C2	25.00'	89°48'47"	39.19'	N 41°31'17" E	35.30'	
L3	N 02°46'33" W	14.23'	L40	N 12°30'11" W	41.63'	C3	25.00'	90°31'17"	39.50'	S 48°18'41" E	35.52'	
L4	N 88°42'14" W	69.94'	L41	N 49°08'09" W	71.40'	C4	25.00'	89°28'43"	39.04'	N 41°41'19" E	35.19'	
L5	S 01°55'56" E	60.00'	L42	N 41°25'40" E	14.14'	C5	1,970.00'	2°52'33"	98.88'	S 00°45'00" W	98.87'	
L6	S 02°46'33" E	7.00'	L43	N 03°34'20" W	115.00'	C6	25.00'	91°37'13"	39.98'	S 46°29'53" E	35.85'	
L7	S 87°13'27" W	60.00'	L44	N 03°34'20" W	115.00'	C7	25.00'	90°28'03"	39.47'	S 42°27'29" W	35.50'	
L8	N 02°46'33" W	46.13'	L45	N 48°18'41" W	14.08'	C8	2,030.00'	1°07'00"	107.00'	N 02°13'03" W	39.57'	
L9	S 88°20'27" W	116.85'	L46	S 86°25'40" W	40.00'	C9	55.00'	103°34'20"	99.42'	N 41°47'10" W	86.43'	
L10	N 45°23'52" W	13.83'	L47	N 41°41'19" E	14.21'	C10	55.00'	76°25'40"	73.37'	N 48°12'50" E	68.05'	
L11	S 88°38'11" W	55.76'	L48	N 03°34'20" W	115.00'	C11	55.00'	88°52'22"	85.31'	S 49°08'09" E	77.01'	
L12	N 02°54'49" W	45.17'	L49	S 41°25'40" E	14.14'	C12	300.00'	2°01'57"	106.37'	S 14°51'26" E	105.82'	
L13	S 48°12'50" W	2.00'	L50	S 03°34'20" E	108.71'	C13	300.00'	2°20'31"	115.76'	S 13°57'40" E	115.04'	
L14	S 41°47'10" E	5.00'	L51	S 03°34'18" W	114.36'	C14	55.00'	89°20'05"	85.76'	S 41°45'38" W	77.33'	
L15	S 40°51'51" W	5.00'	L52	S 10°00'00" W	235.46'	C15	300.00'	1°07'32"	53.02'	N 88°30'34" W	52.95'	
L16	S 25°00'55" E	104.13'	L53	N 04°41'58" W	230.04'	C16	300.00'	2°12'35"	112.28'	S 75°42'23" W	111.62'	
L17	N 83°26'47" W	29.36'	L54	S 03°34'20" E	230.00'	C17	55.00'	78°25'40"	73.37'	S 48°12'50" W	68.05'	
L18	S 64°59'05" W	40.65'	L55	N 25°00'55" W	39.10'	C18	2,000.00'	12°46'33"	445.96'	S 03°36'44" W	445.04'	
L19	S 41°47'10" E	7.00'	L56	N 19°46'32" W	62.10'							
L20	S 02°46'33" E	46.13'	L57	S 09°37'04" E	58.30'							
L21	N 87°41'30" E	55.58'	L58	N 04°41'58" W	57.33'							
L22	S 09°20'44" W	63.56'	L59	S 03°34'20" E	120.00'							
L23	S 07°39'46" W	63.93'	L60	N 41°25'40" E	14.14'							
L24	S 05°57'47" W	63.93'	L61	N 03°34'20" W	109.97'							
L25	S 04°15'48" W	63.93'	L62	N 03°34'20" W	230.00'							
L26	S 02°33'49" W	63.93'	L63	S 03°34'20" E	230.00'							
L27	N 03°34'20" W	112.72'	L64	N 02°54'25" W	160.56'							
L28	N 48°34'20" W	14.14'	L65	S 11°09'30" E	91.59'							
L29	N 03°34'20" W	230.00'										
L30	N 03°34'20" W	114.09'										
L31	N 48°34'20" W	14.14'										
L32	N 41°25'40" E	14.14'										
L33	N 03°34'20" W	114.52'										
L34	S 03°34'20" E	108.71'										
L35	S 48°34'20" E	14.14'										
L36	N 87°05'35" E	98.20'										
L37	N 42°05'35" E	70.71'										

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING COMMISSION. THIS PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER LJA ENGINEERING, INC. NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY FOR THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAT (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGN, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAT ARE CONCEPTUAL AND BASED SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.

A PRELIMINARY PLAT OF CALDWELL LAKES SECTION 6

±62.6 ACRES
204 LOTS (60' x 120' TYP.) AND
15 RESTRICTED RESERVES IN 8 BLOCKS

OUT OF THE
WILLIAM PETTUS SURVEY, A-714
CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:
D.R. HORTON
6744 HORTON VISTA DR.
RICHMOND, TX 77407
281-566-2100

PLANNER:
LJA PLANNING & LANDSCAPE ARCHITECTURE

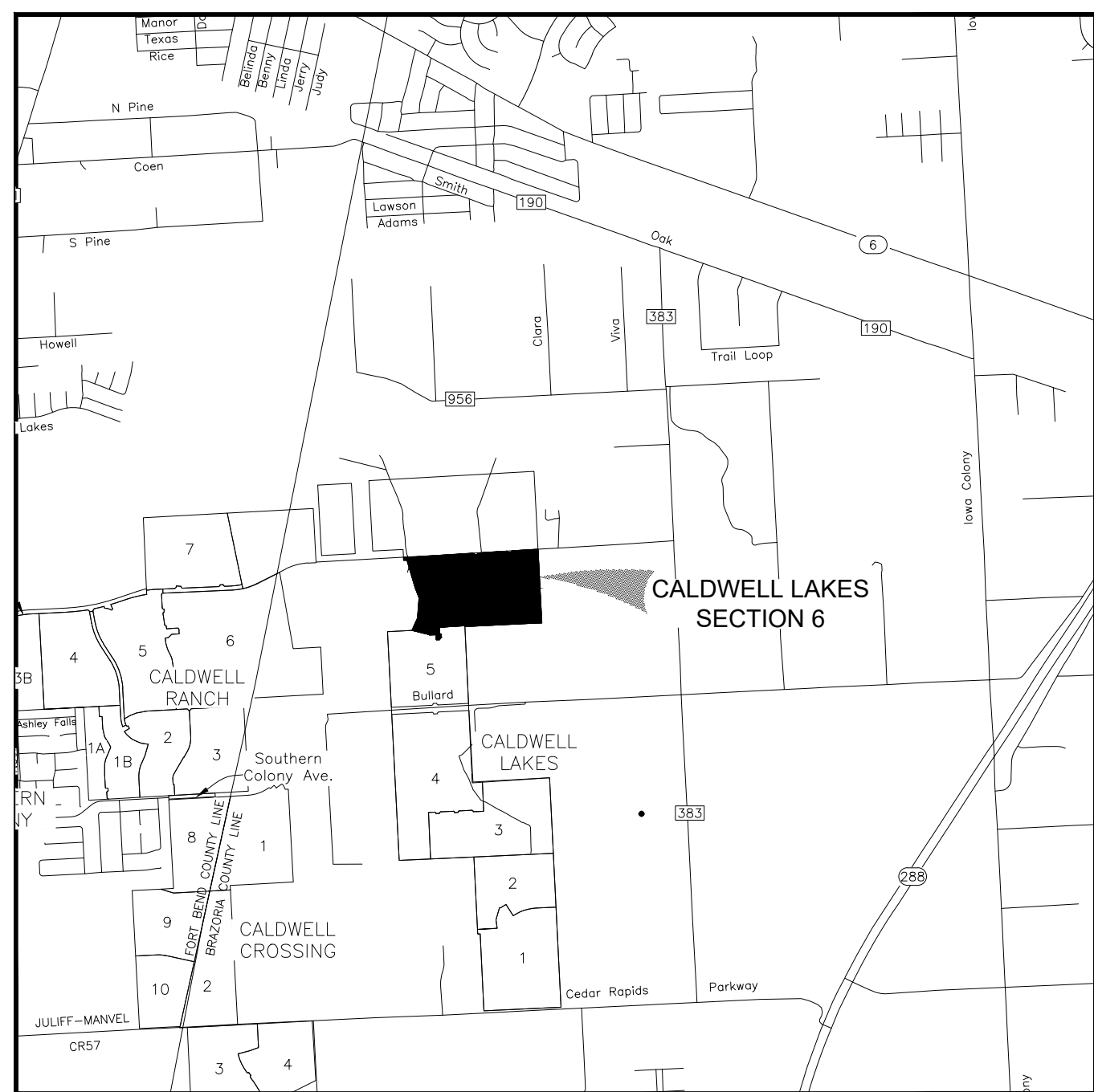
ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1366

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
T.B.P.L.S. Firm No. 10194382
Phone 713.953.5026
Fax 713.953.5026

LJA PLANNING & LANDSCAPE ARCHITECTURE
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

NORTH
0 50 100 200
LJA# 1931-33001

276



Vicinity Map
1 inch = 1/2 mile

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	9.975	434,517	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES / DETENTION
B	0.372	16,193	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
C	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
D	0.399	17,373	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
E	2.884	125,645	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES / PARK
F	0.223	9,713	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
G	0.026	1,121	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
H	0.051	2,234	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
I	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
J	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
K	0.044	1,924	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
L	0.248	10,806	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES / PARK
M	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
N	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
O	0.058	2,548	RESTRICTED TO LANDSCAPE / OPEN SPACE / UTILITIES
TOTAL	14.531	632,973	



NO TRACT DESCRIPTION FOUND

REFERRED TO AS "TRACT 2" IN
FILE NO. 2005018713 O.P.R.B.C.

CALLED 10.9082 ACRES
ELLIOTT OIL & GAS CO. TRACT
IN FILE NO. 2014033022

REFERENCE MADE TO FILE NOS.
2008-041354, 2008-041359 &
2008-049194 O.P.R.B.C.
NO DESCRIPTION PROVIDED

CALL 60.0001 ACRES
MICHAEL J. GENTRY
O.P.R.B.C.

CENTERLINE OF UNDEFINED
WIDTH AND LOCATION DOW
PIPELINE EASEMENT (LOCATION
CENTERED ON PIPELINES
MARKERS) VOLUME 397, PAGE
267 O.P.R.B.C.

CALL 127.270 ACRES
McALISTER OPPORTUNITY FUND 2014, L.P.
McALISTER OPPORTUNITY FUND III, L.P.
FILE NO. 20180009437 O.P.R.B.C.

CALLLED 40 ACRES (MORE OR LESS)
E.R.M. HOLDINGS, INC.
FILE NO. 2015023601 O.P.R.B.C.

- LEGEND
- RES. INDICATES RESERVE
 - B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
 - R.O.W. INDICATES RIGHT-OF-WAY
 - DOC. NO. INDICATES DOCUMENT NUMBER
 - ← INDICATES STREETNAME CHANGE

A PRELIMINARY PLAT OF
CALDWELL LAKES
SECTION 6

±62.6 ACRES
204 LOTS (60' x 120' TYP.) AND
15 RESTRICTED RESERVES IN 8 BLOCKS

OUT OF THE
WILLIAM PETTUS SURVEY, A-714
CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

OWNER:
D.R. HORTON
6744 HORTON VISTA DR.
RICHMOND, TX 77407
281-566-2100

PLANNER:
LJA PLANNING & LANDSCAPE ARCHITECTURE

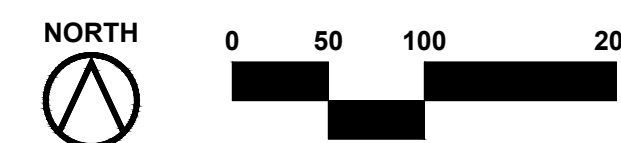
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North
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Katy, Texas 77449
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FRN-F-1386

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3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
T.B.P.L.S. Firm No. 10194382
Phone 713.953.5200
Fax 713.953.5026



LJA# 1931-33001

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING COMMISSION. THIS PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER LJA ENGINEERING, INC. NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY TO THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAT (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGNED, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAT ARE CONCEPTUAL AND BASED SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.

Tuesday, September 3, 2024

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

Re: Bullard Parkway Phase III – Drainage and Paving Facilities
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 3967
Adico, LLC Project No. 16007-4-509

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Bullard Parkway Phase III - Drainage and Paving Facilities. The final inspection was completed on August 15, 2024, with all outstanding punch list items addressed on August 15, 2024.

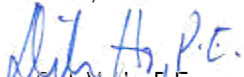
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Bullard Parkway Phase III - Drainage and Paving Facilities into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date the project is approved by Brazoria County Commissioner's Court, if approved by City Council. The Engineer of Record shall provide approval from Commissioner's Court.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-509

CERTIFICATION OF INFRASTRUCTURE FOR:

Bullard Parkway Phase III

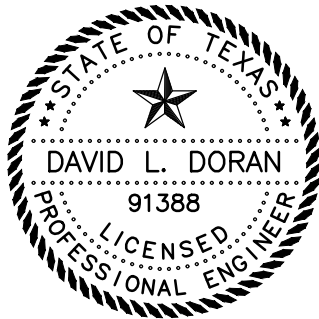
(Project Name)

I, David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
August 15, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

BOND

NO. GS24800134

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

 Rodriguez Construction Group, LLC and
THAT WE, Astro Sterling Lakes North, LP, whose (street address/phone) is
2647 Jo Ann Street, Stafford, TX 77477 281-808-5882, hereinafter called the Principal,
and (surety) The Gray Casualty & Surety Company, a Corporation existing under and
by virtue of the laws of the State of LA, and authorized to do an indemnifying
business in the State of Texas, and whose principal office is located at (street address/phone)
P.O. Box 6202 , Metairie, LA 70009-6202, whose officer residing in the
State of Texas, authorized to accept service in all suits and actions brought within said
State is (name/office) The Gray Casualty & Surety Company, and whose (street
address/phone) P.O. Box 6202 , Metairie, LA 70009-6202,

hereinafter called the Surety; are held and firmly bound unto L.M. Matt Sebesta, Jr.
County Judge of Brazoria County, Texas or his successors in office, in the full sum of
One Hundred Fifty Four Thousand Six Hundred Fifty Nine Dollars and 55/100 Dollars (\$ 154,659.55)
current, lawful money of the United States of America, to be paid to said
L.M. Matt Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in
office, to which payment well and truly to be made and done, we, the undersigned, bind
ourselves and each of us, our heirs, executors, administrators, successors, assigns and
legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):
Bullard Parkway Phase 3 located in
Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas, has
promulgated certain rules, regulations and requirements relating to Subdivisions in
Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of
Subdivisions" as amended; same being made a part hereof for all purposes, as though
fully set out herein; wherein it is provided, among other things, that the owner of a
Subdivision will construct the roads, streets, bridges and drainage in the right-of-way
depicted on the plat thereof, in accordance with the specifications set out therein, and
maintain such roads, streets, bridges and drainage in the right-of-way until such time as
said roads, streets, bridges and drainage in the right-of-way have been approved by the
County Engineer and accepted for maintenance by the Commissioners Court of
Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as

private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. Matt Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means, Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas. EXECUTED this 20th day of August, 2024.

ATTEST:

Principal: Rodriguez Construction Group, LLC and Astro Sterling Lakes North, LP

Joanne Rodriguez
Name: Joanne Rodriguez
Title: Secretary

By: [Signature]
Roy Rodriguez President

By: [Signature]
Name: Brian Spohn
Title: Authorized Signer

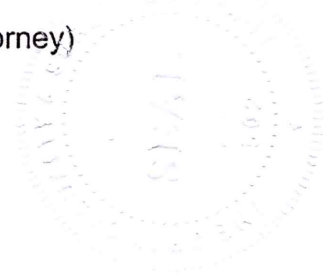


Surety: The Gray Casualty & Surety Company

By: [Signature]
Name: Jillian O'Neal
Title: Attorney-in-Fact



(Surety to Attach Power of Attorney)



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800134

Principal: Rodriguez Construction Group, LLC and Astro Sterling Lakes North, LP

Obligee: L.M. Matt Sebesta, Jr.

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jillian O'Neal

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of August, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of August, 2024.

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

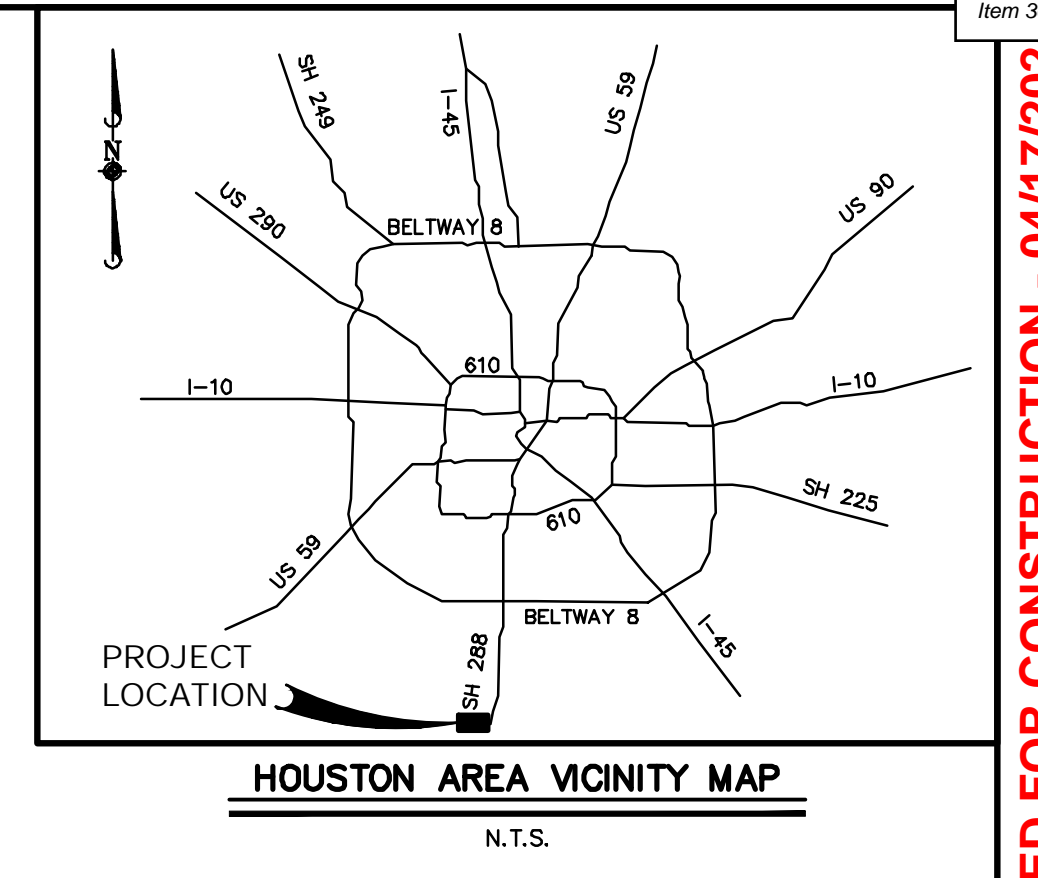
PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

CONSTRUCTION OF DRAINAGE AND PAVING FACILITIES FOR BULLARD PARKWAY - PH III

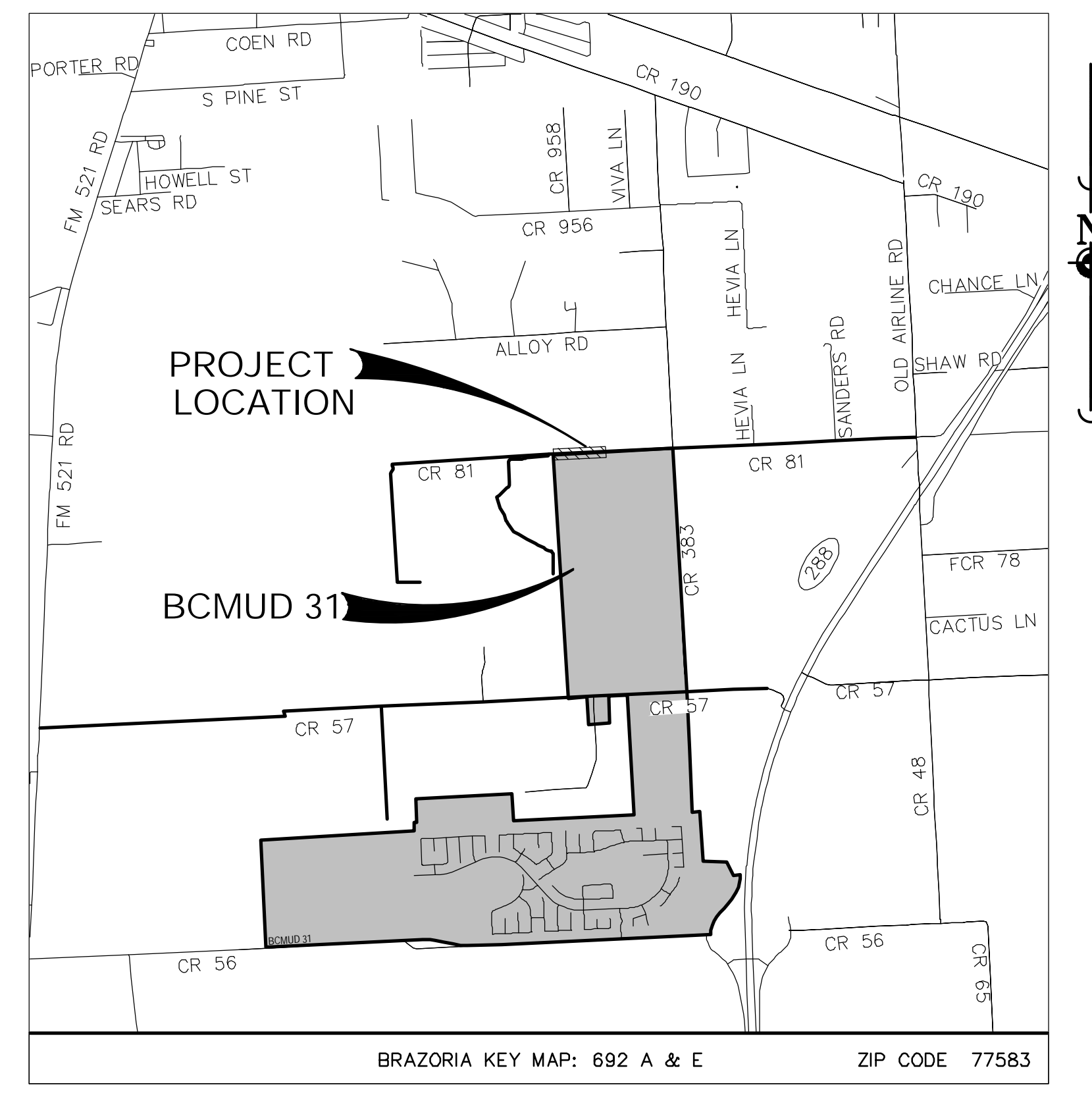
BRAZORIA COUNTY, TX
BRAZORIA COUNTY, TX M.U.D. NO.31
PROJECT NO. 610.002.028.00

DEVELOPER:
ASTRO STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702



INDEX OF SHEETS

Sheet Number	Sheet Title
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERALL
4	DRAINAGE OVERALL & CALCULATIONS
5	GRADING OVERALL
6	STORM WATER POLLUTION PREVENTION PLAN
7	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
8	BULLARD PARKWAY (STA 0+00 TO 4+50)
9	BULLARD PARKWAY (STA 4+50 TO 9+00)
10	BULLARD PARKWAY (STA 9+00 TO 13+50)
11	BULLARD PARKWAY (STA 13+50 TO 18+00)
12	STORM WATER POLLUTION PREVENTION PLAN DETAILS - 1
13	STORM WATER POLLUTION PREVENTION PLAN DETAILS - 2
14	STORM DETAILS - 1
15	STORM DETAILS - 2
16	STORM DETAILS - 3
17	STORM DETAILS - 4
18	PAVING DETAILS - 1
19	PAVING DETAILS - 2
20	PAVING DETAILS - 3
21	PAVING DETAILS - 4
22	CROSSWALK DETAILS



LOCATION MAP
1"=1/4 mile

ISSUED FOR CONSTRUCTION
Issue Date - 04/17/2024

BENCHMARKS:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON TxDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
TEMPORARY BENCHMARK:
T.B.M. "A" BEING A 3/4" IRON ROD WITH CAP SET ON THE EAST SIDE OF COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE INTERSECTION OF COUNTY ROAD 57 AND COUNTY ROAD 383.
ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
SUBJECT TRACT IS LOCATED IN UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS INFORMATION IS BASED ON BRAZORIA COUNTY MAP 48039, PANEL 105K AND 110K, DATED DECEMBER 30, 2020.
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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BRAZORIA COUNTY ENGINEERING DEPARTMENT REVIEWED FOR CONSTRUCTION:		
<i>[Signature]</i>	MATT HANIS, P.E., COUNTY ENGINEER	DATE 4/16/24
<i>[Signature]</i>	KAREN MCKINNON, P.E., ASSISTANT COUNTY ENGINEER	DATE 4/16/24
DATE 5/10/2024	REVISION IRRIGATION SLEEVES ADDED	APP.

TITLE SHEET

ENGINEER'S SEAL
DE H. NGUYEN
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
129536
1/31/2024
Professional Engineer

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.
ROBERT HEMMINGER, CITY MANAGER 2/5/2024
DATE
DINH HO, P.E., CITY ENGINEER 02052024
DATE
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIANCOUNTYTX.GOV 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

RECORD DRAWING
08/14/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

[Signature]

PM: DHN DFT: CG
DSN: RL DATE: SEPTEMBER 2023

SHEET 1 OF 22

1/31/2024 11:43:42 AM P:\010.002 Sterling Lakes - BCMUD 31\028 Bullard Pkwy Ph III\dwg\Plan Set Drawings\TITLE SHEET & GENERAL NOTES.dwg

Item 30. ISSUED FOR CONSTRUCTION - 04/17/2024 ELEVATION LAND SOLUTIONS - BULLARD PKWY PH III - PROJECT NO. 610.002.028.00 285

Tuesday, September 3, 2024

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

Re: Sterling Lakes North Section 7 – Water, Sanitary, Drainage and Paving
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 3794 (WSD), 4036 (Paving)
Adico, LLC Project No. 16007-4-501 (WSD), 16007-4-513 (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 7 – Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on August 15, 2024, with all outstanding punch list items addressed on August 15, 2024.

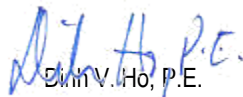
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 7 – Water, Sanitary, Storm and Paving Facilities into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date the project is approved by Brazoria County Commissioner's Court, if approved by City Council. The Engineer of Record shall provide approval from Commissioner's Court.

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: 16007-4-501, 513

CERTIFICATION OF INFRASTRUCTURE FOR:

STERLING LAKES NORTH SECTION 7

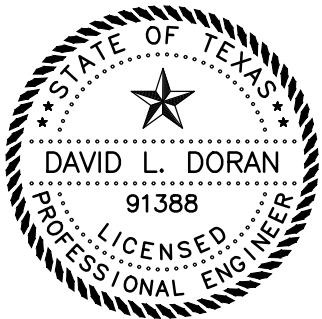
(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671

August 15, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

construction and maintenance of all Improvements in the above named Subdivision, and that upon approval of the construction of said Improvements by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such Improvements for maintenance by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind, and obligate themselves to pay L.M. “Matt” Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, for the use and benefit of Brazoria County, all losses or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of Improvements in the above named Subdivision.

The word Principal when used herein means Principal or Principals, whether an individual, individuals, partnership, corporation or other legal entity having the capacity to contract.

The word “Improvements” is used herein to mean each and every road, street, bridge and each and every ditch, culvert, channel, inlet, pond or other drainage improvement in the rights-of-way and easements in said Subdivision.

The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the Improvements and approval thereof by the County Engineer until final acceptance of the Improvements for maintenance by the Commissioners Court.

The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.


In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

(Signature Page Follows)

EXECUTED this the 22nd day of August, 2024.


PRINCIPAL:

Principal Paving Contractors, Ltd. on behalf of Astro Sterling Lakes North, LP

By: 
Name: Kevin Burns
Title: COO

SURETY:

SureTec Insurance Company

By: 
Name: Kelly J. Brooks
Title: Attorney in Fact

(Surety to Attach Power of Attorney)



BRAZORIA COUNTY

L.M. "Matt" Sebesta, Jr.
County Judge of Brazoria County, Texas

ATTEST:

Joyce Hudman
Brazoria County Clerk

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

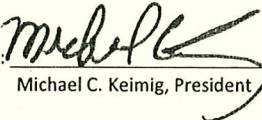
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

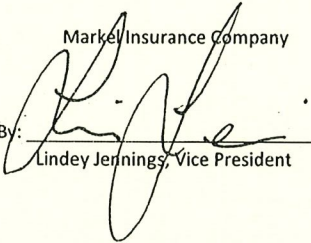
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of March, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



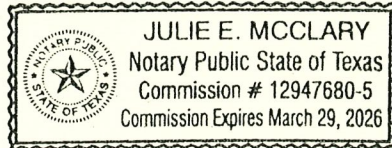
Markel Insurance Company

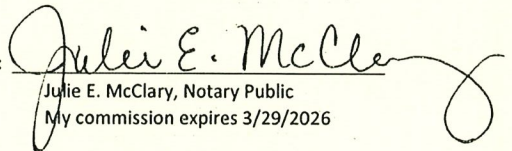
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 12th day of March, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

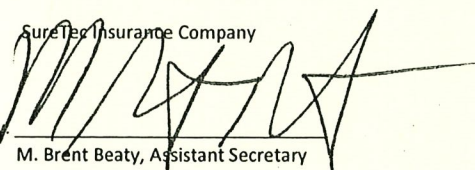


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

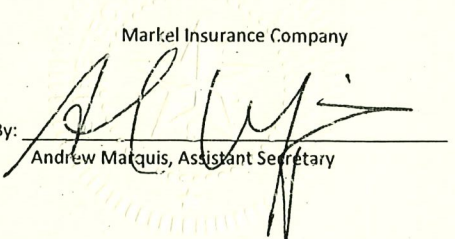
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of August, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

24-030
P:\V10.002 Sterling Lakes - BCMUD 31\023 Sterling Lakes N. Site\Drawings\01 TITLE SHEET & GENERAL NOTES.dwg

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
JOSH WADLEY
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES

FOR

STERLING LAKES NORTH SEC. 7

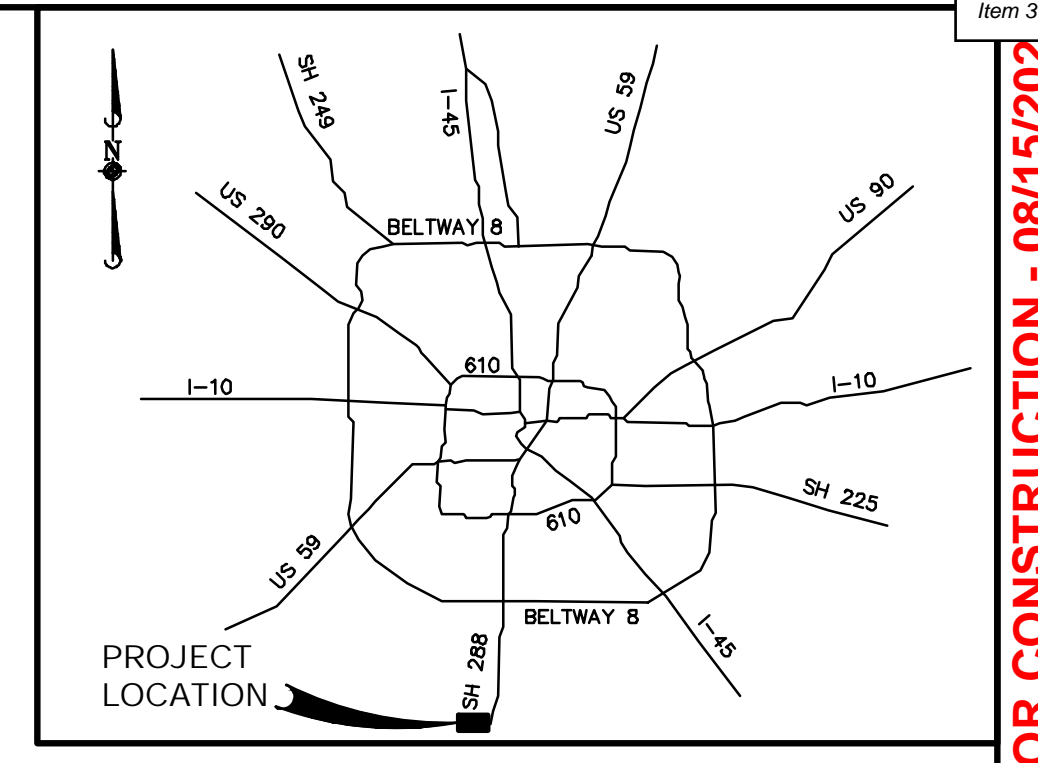
BRAZORIA COUNTY, TX M.U.D. NO.32

BRAZORIA COUNTY, TX

PROJECT NO. 610.002.023.00

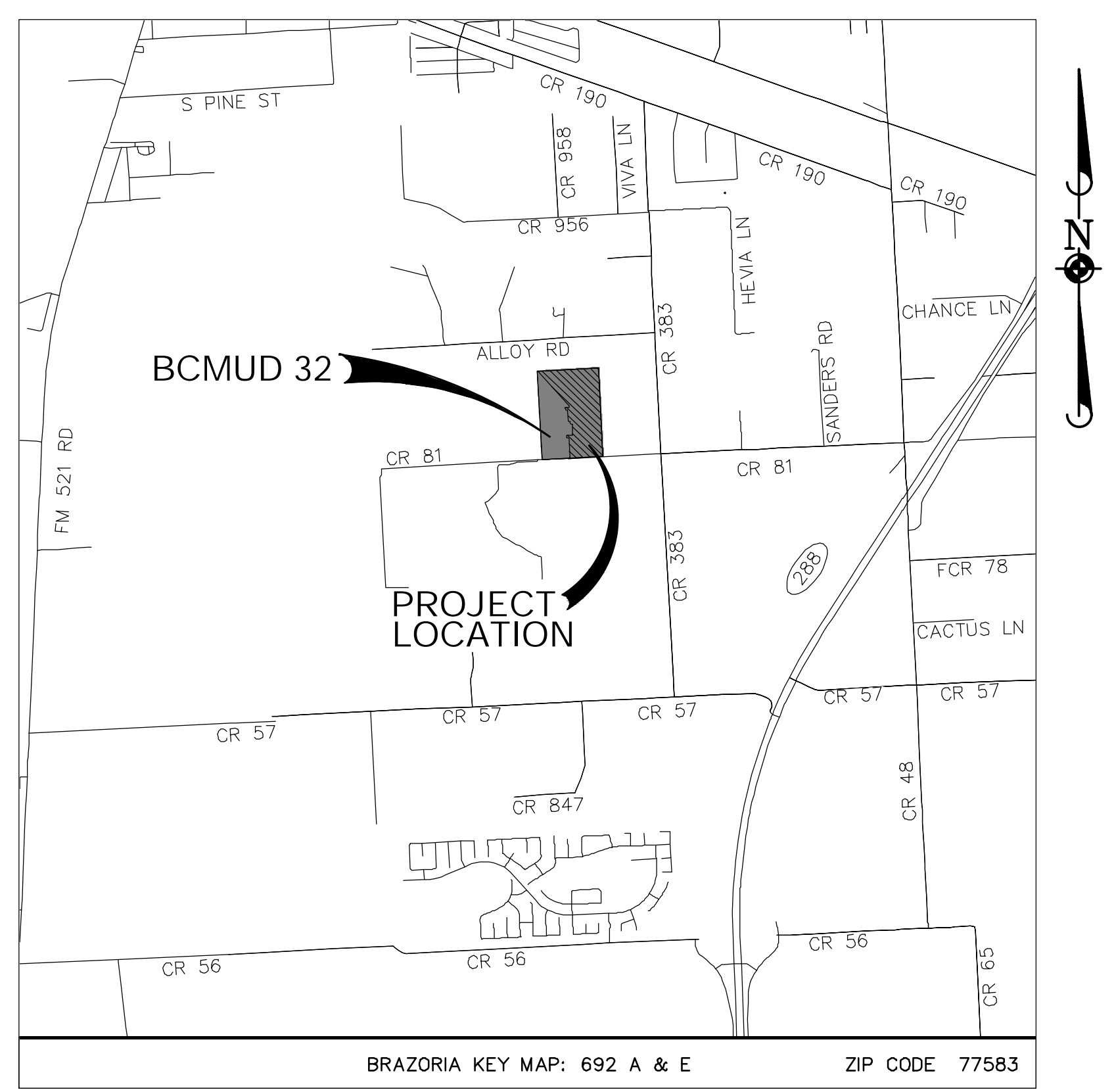
INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERALL
4	WATER & SANITARY OVERALL (1 OF 2)
5	WATER & SANITARY OVERALL (2 OF 2)
6	DRAINAGE SERVICE AREA MAP
7	DRAINAGE OVERALL (1 OF 2)
8	DRAINAGE OVERALL (2 OF 2)
9	DRAINAGE CALCULATIONS
10	GRADING OVERALL (1 OF 2)
11	GRADING OVERALL (2 OF 2) ▲
12	STORM WATER POLLUTION PREVENTION PLAN
13	TRAFFIC SIGNAGE & PAVEMENT MARKINGS ▲
14	CAPE RUBY DRIVE ▲
15	ROSE GOLD DRIVE ▲
16	JASPER BREEZE DRIVE ▲
17	PEACOCK ORE DRIVE
18	EVENING EMERALD DRIVE (STA 0+00 TO 6+50)
19	EVENING EMERALD DRIVE (STA 6+50 TO 13+50)
20	OCEAN JASPER DRIVE
21	MONTANA RUBY DRIVE (STA 0+00 TO 5+50)
22	MONTANA RUBY DRIVE (STA 5+50 TO 9+50)
23	RUBY COPPER DRIVE
24	OUTFALL A & B
25	WATERLINE DETAILS - 1
26	WATERLINE DETAILS - 2
27	SANITARY SEWER DETAILS - 1
28	SANITARY SEWER DETAILS - 2
29	SANITARY SEWER DETAILS - 3
30	STORM SEWER DETAILS - 1
31	STORM SEWER DETAILS - 2
32	STORM SEWER DETAILS - 3
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35	STORM WATER POLLUTION PREVENTION DETAILS - 2
36	PAVING DETAILS - 1
37	PAVING DETAILS - 2
38	PAVING DETAILS - 3
39	PAVING DETAILS - 4
40	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (1 OF 3)
41	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (2 OF 3)
42	BRAZORIA DRAINAGE DISTRICT No 4 STANDARD DETAILS (3 OF 3)



RECORD DRAWING
08/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

Thomas Hansen



LOCATION MAP
1"=1/4 mile

CONTRACTOR SHALL NOTIFY BRAZORIA DRAINAGE DISTRICT No. 4 AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES. FAILURE TO PROPERLY COORDINATE AN ON-SITE INSPECTION BEFORE CONCRETE IS POURED WILL CAUSE PORTIONS OF THE CONCRETE TO BE BROKEN OUT AT THE APPLICANT'S EXPENSE IN ORDER TO PROVE TO THE DISTRICT'S INSPECTOR THAT CONSTRUCTION COMPLIES WITH DISTRICT RULES, REGULATIONS & GUIDELINES.

THE CONTRACTOR MUST OBTAIN A PERMIT FROM BRAZORIA DRAINAGE DISTRICT No 4 PRIOR TO THE START OF CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON AN APPROVED DRAINAGE PLAN. THE PERMIT APPLICATION FORM IS AVAILABLE ON THE DISTRICT WEBSITE OR IN PERSON AT THE DISTRICT OFFICE.

BENCHMARKS:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF CR 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:
T.B.M. "A" BEING A 3/4" IRON ROD WITH CAP SET ON THE EAST SIDE OF COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE INTERSECTION OF COUNTY ROAD 57 AND COUNTY ROAD 383.
ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X". AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, AND SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAPS NO. 48039C0104, DATED DECEMBER 30, 2020 AND 48039C0105K, DATED DECEMBER 30, 2020.

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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
05/13/2024	ADDED IRRIGATION SLEEVES & STREET NAME CHANGE	NB
08/15/2024	UPDATED MINIMUM SLAB TABLE ELEVATIONS	TH

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVISED FOR CONSTRUCTION:
MATT HANKS, P.E., COUNTY ENGINEER DATE 3/28/24
KAREN MCKINNON, P.E., ASSISTANT COUNTY ENGINEER DATE 3/14/24

ENGINEER'S SEAL
DE H. NGUYEN, P.E.
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
02/21/2024
129536
DE H. NGUYEN
LICENSED PROFESSIONAL ENGINEER
P.E. Nguyen

ISSUED FOR CONSTRUCTION
Issue Date - 08/15/2024

BRAZORIA DRAINAGE DISTRICT NO. 4 SIGNATURE BLOCK

APPROVED BY BOARD OF COMMISSIONERS ON **March 6, 2024**
District Engineer

THE SIGNATURES ABOVE ARE EVIDENCE THAT THE DISTRICT'S BOARD OF COMMISSIONERS APPROVED THIS SUBMISSION ON THE DATE PROVIDED ABOVE BASED UPON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED THE SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THE APPROVAL OF A FINAL DRAINAGE PLAN OR REQUEST FOR VARIANCE WILL TYPICALLY EXPIRE ONE YEAR AFTER THE DATE OF BOARD APPROVAL. THE APPROVAL OF A DRAINAGE IMPACT ANALYSIS, MASTER DEVELOPMENT PLAN, OR FINAL PLAT WILL TYPICALLY EXPIRE TWO YEARS AFTER THE DATE OF APPROVAL. SEE SECTION 12 IN THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES FOR ADDITIONAL INFORMATION REGARDING THE EXPIRATION OF APPROVALS. AFTER EXPIRATION, RE-APPROVAL IS REQUIRED. PLEASE NOTE THAT THE DISTRICT APPROVAL DOES NOT NECESSARILY MEAN THAT ALL INFORMATION IN THE SUBMITTAL HAS BEEN CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES" AND THIS APPROVED SUBMITTAL, THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES SHALL PREVAIL. ANY BOARD APPROVED DEVIATIONS FROM DISTRICT CRITERIA SHALL BE ITEMIZED ON THE COVER PAGE AND OTHER APPROPRIATE SHEETS. ANY SUBMITTAL PREPARED BY A PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR HAS TYPICALLY BEEN SIGNED AND SEALED BY THAT LICENSED PROFESSIONAL. THAT SIGNATURE AND SEAL CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT ENGINEER OR SURVEYOR.

BDD4 REF ID#: 24-000022

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIANCOUNTYTX.GOV 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671



CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER DATE 3/21/2024
DINH HO, P.E., CITY ENGINEER DATE 03/21/2024

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ISSUED FOR CONSTRUCTION - 08/15/2024
ELEVATION LAND SOLUTIONS - STERLING LAKES NORTH SEC. 7 - PROJECT NO. 610.002.023.00

Tuesday, September 3, 2024

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

Re: Caldwell Crossing Section 2 – Water, Sanitary Sewer, Drainage and Paving Facilities
Brazoria County Municipal Utility District No. 87
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 3441
Adico, LLC Project No. 16007-4-489

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Caldwell Crossing Section 2 – Water, Sanitary Sewer, Storm Water and Paving Facilities. The final inspection was held August 19, 2024, and all punch list items completed on or about August 27, 2024.

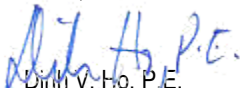
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Caldwell Crossing Section 2 – Water, Sanitary Sewer, Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective September 9, 2024, if approved by city council.

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


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-489

CERTIFICATION OF INFRASTRUCTURE FOR:

Caldwell Crossing Section 2

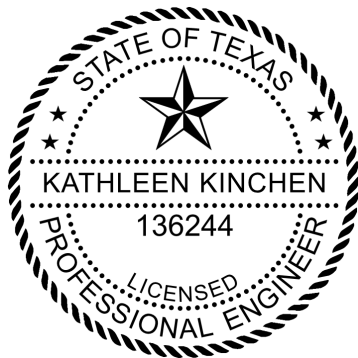
(Project Name)

I, Kathleen Kinchen

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



Kathleen Kinchen

Engineer's Signature

LJA Engineering, Inc.

Licensed Engineering Firm Name

1904 W. Grand Parkway N, Suite 100

Address

Katy, TX 77449

City, State and Zip Code

713-358-8816

Phone No.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BCSJF6002

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Fire Insurance Company

State Where Surety is Incorporated: Connecticut

d. Obligee(s): Brazoria County Municipal Utility District No. 87; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County Municipal Utility District No. 87

Subdivision involved: Caldwell Crossing Section 2

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): WATER, SANITARY SEWER, DRAINAGE FACILITIES & PAVING

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 1,751,949.70

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: August 28, 2024

SURETY: Hartford Fire Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: [Signature]

By: [Signature]

Signature

Signature

Rebecca Garza

Juan Dimas

Print or Type Signer's Name

Print or Type Signer's Name

Attorney-In-Fact

Vice President

Signer's Title

Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Direct Inquiries/Claims to: Item 32.

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
 Agency Code: 61-615323

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 28, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

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Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

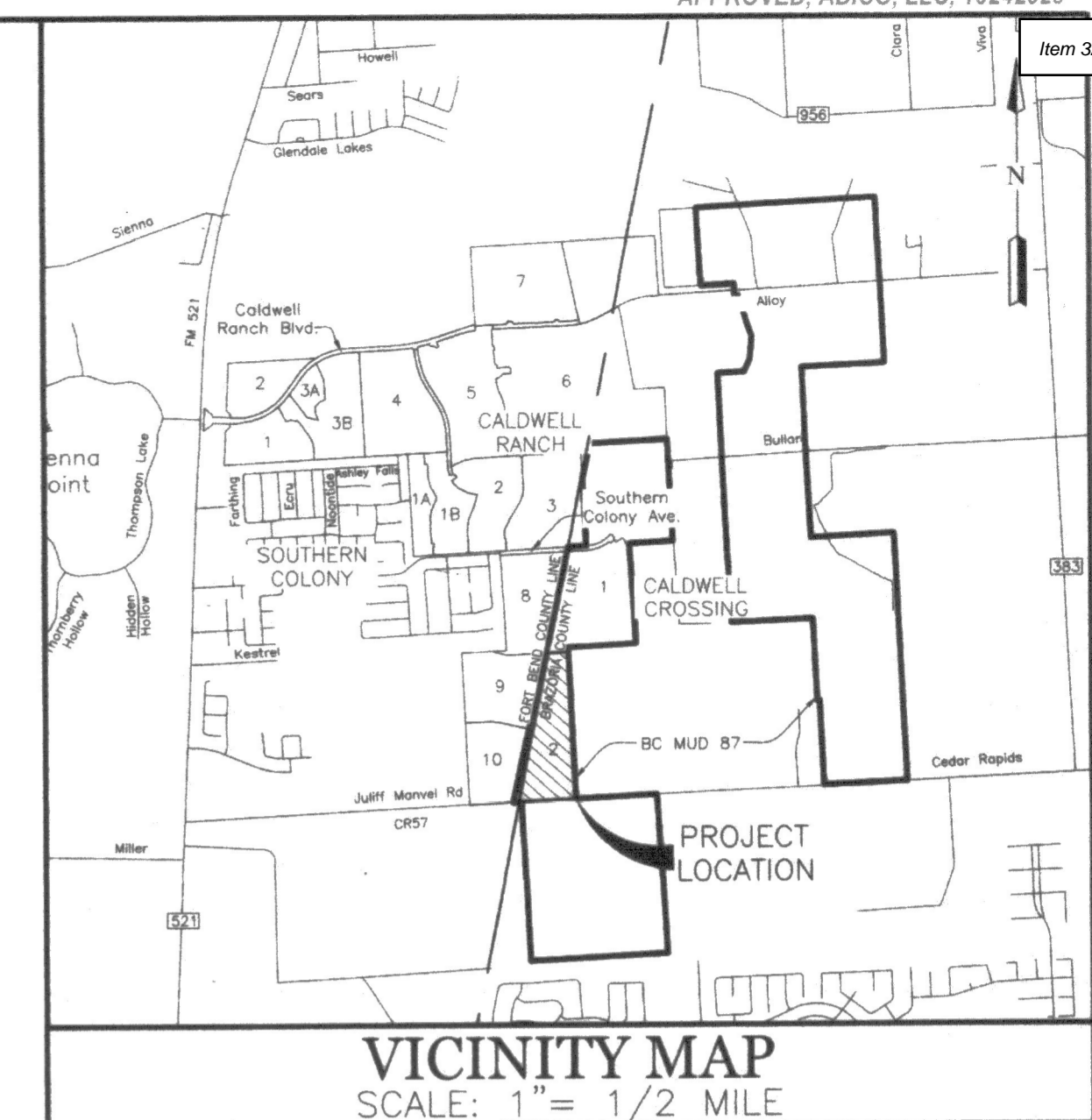
DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CONSTRUCTION PLANS FOR WATER, SANITARY SEWER, DRAINAGE FACILITIES & PAVING AND APPURTENANCES

TO SERVE CALDWELL CROSSING SECTION 2 BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS



SHEET INDEX

- COVER SHEET
- GENERAL CONSTRUCTION NOTES
- FINAL PLAT SHEET 1 OF 3
- FINAL PLAT SHEET 2 OF 3
- FINAL PLAT SHEET 3 OF 3
- PAVING AND DRAINAGE LAYOUT
- DRAINAGE AREA MAP
- 5 YR DRAINAGE CALCULATIONS
- 100 YR DRAINAGE CALCULATIONS
- EXTREME EVENT SHEET FLOW & PONDING LAYOUT
- EROSION CONTROL PLAN LAYOUT
- GRADING PLAN LAYOUT
- TRAFFIC CONTROL PLAN SIGNAGE AND STREET LIGHT LAYOUT

PLAN & PROFILE

- MAUI DRIVE
- YALPON DRIVE & MYSTIC ISLAND WAY
- GUAVA WAY & BREEZY ISLAND WAY
- SEA BREEZE WAY & SAILBOAT WAY
- STAR GRASS LANE
- BAYBERRY DRIVE
- CORAL REEF LANE & PALM TREE LANE
- OUTFALL A & OUTFALL B & OUTFALL C
- 12 - INCH SANITARY SEWER

DETAILS

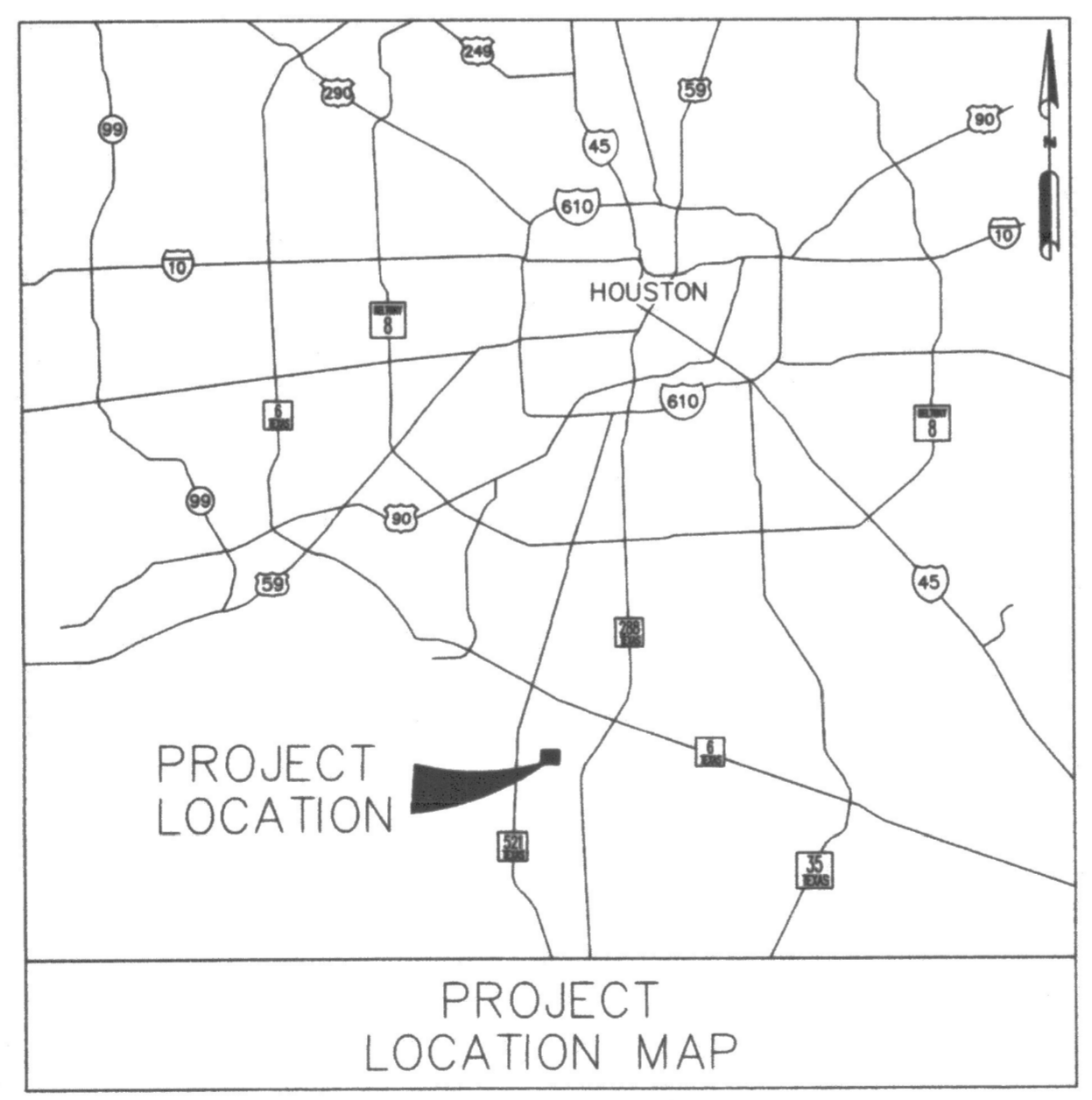
- WATER LINE DETAILS SHEET 1
- WATER LINE DETAILS SHEET 2
- SANITARY SEWER DETAILS SHEET 1
- SANITARY SEWER DETAILS SHEET 2
- SANITARY SEWER DETAILS SHEET 3
- STORM SEWER DETAILS SHEET 1
- STORM SEWER DETAILS SHEET 2
- STORM SEWER DETAILS SHEET 3
- STORM SEWER DETAILS SHEET 4
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- PAVING DETAILS SHEET 2
- PAVING DETAILS SHEET 3
- PAVING DETAILS SHEET 4
- STORM WATER POLLUTION PREVENTION DETAILS SHEET 1
- STORM WATER POLLUTION PREVENTION DETAILS SHEET 2
- BDD4 STANDARD DETAILS SHEET 1
- BDD4 STANDARD DETAILS SHEET 2
- BDD4 STANDARD DETAILS SHEET 3

JOB NO. 1931-8152A (WS&D)
1931-8152B (PAVING)

DATE: September 19, 2023

NOTES

- THESE PLANS WERE PREPARED TO MEET OR EXCEED CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO. 5 DESIGN STANDARDS AS CURRENTLY AMENDED.
- CONSTRUCTION WILL BE MONITORED BY A PROFESSIONAL ENGINEER TO INSURE COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION
CITY OF IOWA COLONY ENGINEERING DEPARTMENT c/o ADICO, LLC (832) 895-1093 (DINH@ADICO-LLC.COM) OR (INSPECTIONS@ADICO-LLC.COM)
- ONLY AUTHORIZED INDIVIDUALS FROM EITHER THE TESTING COMPANY OR A REPRESENTATIVE OF LJA ENGINEERING, INC. HAVE THE AUTHORITY TO ADD WATER TO A CONCRETE TRUCK
- CONTRACTOR SHALL CONTACT ANY PERTINENT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION OR CONSTRUCTION IN THE VICINITY OF THEIR EASEMENTS AND/OR RIGHT-OF-WAYS
- THE OPENING AND CLOSING OF ALL VALVES ON EXISTING WATER LINES MUST BE PERFORMED EXCLUSIVELY BY THE DISTRICT OPERATOR
- THE DISTRICT OPERATOR MUST PERFORM ALL WATER LINE BACTERIOLOGICAL TESTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE DISTRICT
- PRIOR TO CONSTRUCTION OF THIS FACILITY WITHIN OR BY THE DISTRICT, THE DISTRICT OR THE ENGINEER WILL GIVE A WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL TO THE CITY ENGINEER OF THE CITY OF IOWA COLONY STATING THE DATE SUCH CONSTRUCTION WILL COMMENCE.



Notify Brazoria Drainage District No. 5 at least forty-eight (48) hours before placing any concrete for drainage structures. Failure to properly coordinate an on-site inspection before concrete is poured will cause portions of the concrete to be broken out at the applicant's expense in order to prove to the DISTRICT'S inspector that construction complies with DISTRICT Rules, Regulations & Guidelines.

Commissioner's signature for final approval:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

<i>Lee Walden</i> 10/2/23 Lee Walden, P.E. President	Date	<i>Kerry Osburn</i> 10/2/23 Kerry Osburn Vice President	Date
<i>Brandon Middleton</i> 10/12/23 Brandon Middleton Secretary/Treasurer	Date	<i>Nazar Sabir</i> 10/2/23 Nazar Sabir, P.E. District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.
BDD5 Ref. ID #: B230012

The signatures above are evidence of approval only for the portion of the proposed project that are within the jurisdiction of Brazoria Drainage District No. 5



APPROVED FOR CONSTRUCTION
BY S.P. DATE 10/24/2023

I HEREBY CERTIFY THAT THESE RECORD DRAWINGS SUBSTANTIALLY REPRESENT THE CONSTRUCTED CONDITION. THE PLANS WERE PREPARED AND THE CONSTRUCTION WAS PERFORMED IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

Kathleen Kinchen, for 8/15/24
KATHLEEN KINCHEN, P.E. 136244
ABEL GALLEGOS, P.E. 150373

WS&D RECORD DRAWING
I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION, AND GRADE; AND THAT THE CONSTRUCTION WAS IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.
CONTRACTOR: *Dimas Bero* DATE: 8/15/24
TITLE: *SUPT. Paul Hulse*

PAVING RECORD DRAWING
I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION, AND GRADE; AND THAT THE CONSTRUCTION WAS IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.
CONTRACTOR: *Dimas Bero* DATE: 8/15/24
TITLE: *SUPT. Paul Hulse*

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (IN HOUSTON)
(NEW STATEWIDE NUMBER OUTSIDE HOUSTON)
1-800-545-6005

OWNER / DEVELOPER:
608 COLONY INVESTMENTS, LTD.
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100
RICHMOND, TEXAS 77407
PHONE: (281) 566-2100

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5206
FRN-F-1386

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Robert Hemminger 10/23/2023
ROBERT HEMMINGER, CITY MANAGER DATE

Paul Hulse 10/24/2023
DINH@ADICO-LLC CITY ENGINEER DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Tuesday, September 3, 2024

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

Re: Sierra Vista West Section 7, Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 210817-1048
Adico, LLC Project No. 16007-4-364

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final approval of Sierra Vista West Section 7 – Water, Sanitary, Drainage and Paving Facilities.

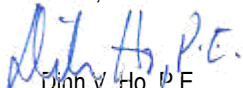
This project was approved into the One Year Maintenance Period on March 21, 2022, by City Council. Adico attended a final reinspection on July 28, 2024, with all outstanding punch list items addressed on April 5, 2024. Therefore, Adico, LLC recommends final approval of facilities, effective September 9, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-364

Tuesday, March 15, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 7, Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 210817-1048
Adico, LLC Project No. 16007-4-364

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 7 – Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on December 22, 2021, with all outstanding punch list items addressed on January 7, 2022.

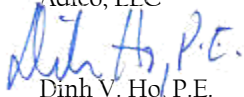
Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be March 21, 2022, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-364



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
 for Sierra Vista West Section 7

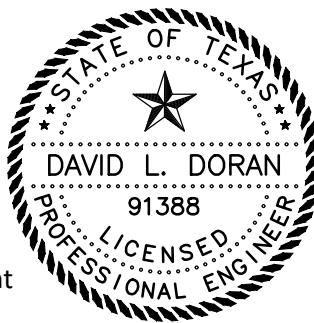
CONTRACTOR: Rodriguez Construction Group, LLC
 2647 Jo Ann Street.
 Stafford, Texas 77477

ENGINEER: Elevation Land Solutions
 2445 Technology Forest Boulevard, Suite
 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 22, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
 Director of Construction Management



DLD/mm

P:\020 Sierra Vista West Development\021 Section 7 WSD & Paving\Construction\Acceptance Package\City of Iowa Colony\Sierra Vista West Section 7 - Certificate of Substantial Completion.docx

MAINTENANCE BOND

BOND NO. 800125017

STATE OF TEXAS

Contract Date 8/11/2021

COUNTY OF Brazoria

Date Bond Executed 8/11/2021

PRINCIPAL Rodriguez Construction Group, LLC

SURETY Atlantic Specialty Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Five Hundred Nine Thousand Two Hundred Dollars and Zero Cents (\$1,509,200.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 7 for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

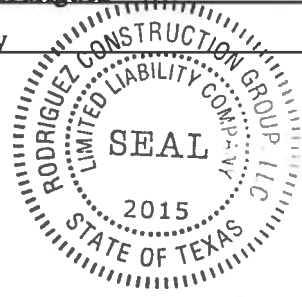
Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Rodriguez Construction Group, LLC
PRINCIPAL
By [Signature]
Name Roy Rodriguez
Title President
Address 2647 Jo Ann Street
Stafford, TX 77477

ATTEST
By [Signature]
Name Joanne Rodriguez
Title Secretary

(SEAL)



Atlantic Specialty Insurance Company
SURETY
By [Signature]
Name Jillian O'Neal
Title Attorney-in-Fact

ATTEST
By [Signature]
Name Hannah Montagne
Title Assist. Account Manager

(SEAL)

Physical Address:
605 Highway 169 North
Suite 800
Plymouth, MN 55441
Mailing Address:
605 Highway 169 North
Suite 800
Plymouth, MN 55441
Telephone: (800) 321-2721

Local Recording Agent Personal Identification Number:
1903053

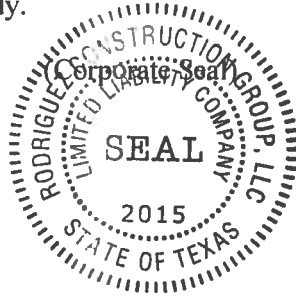
Agency Name: Technical Assurance, LLC
Agency Address 26623 Oak Ridge Drive, The Woodlands, TX 77380
Agency Telephone (281) 296-9997

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond, that Poy Rodriguez, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Joanne Rodriguez
Signature of Corporate Secretary



ATTACH POWER OF ATTORNEY



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Edward Arens, Philip Baker, Michele Bonnin, Erica A. Cox, Rebecca Garza, Jillian O'Neal**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

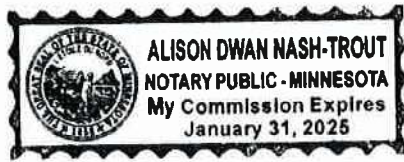
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11 day of August 2021



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints
at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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AVISO IMPORTANTE

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Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

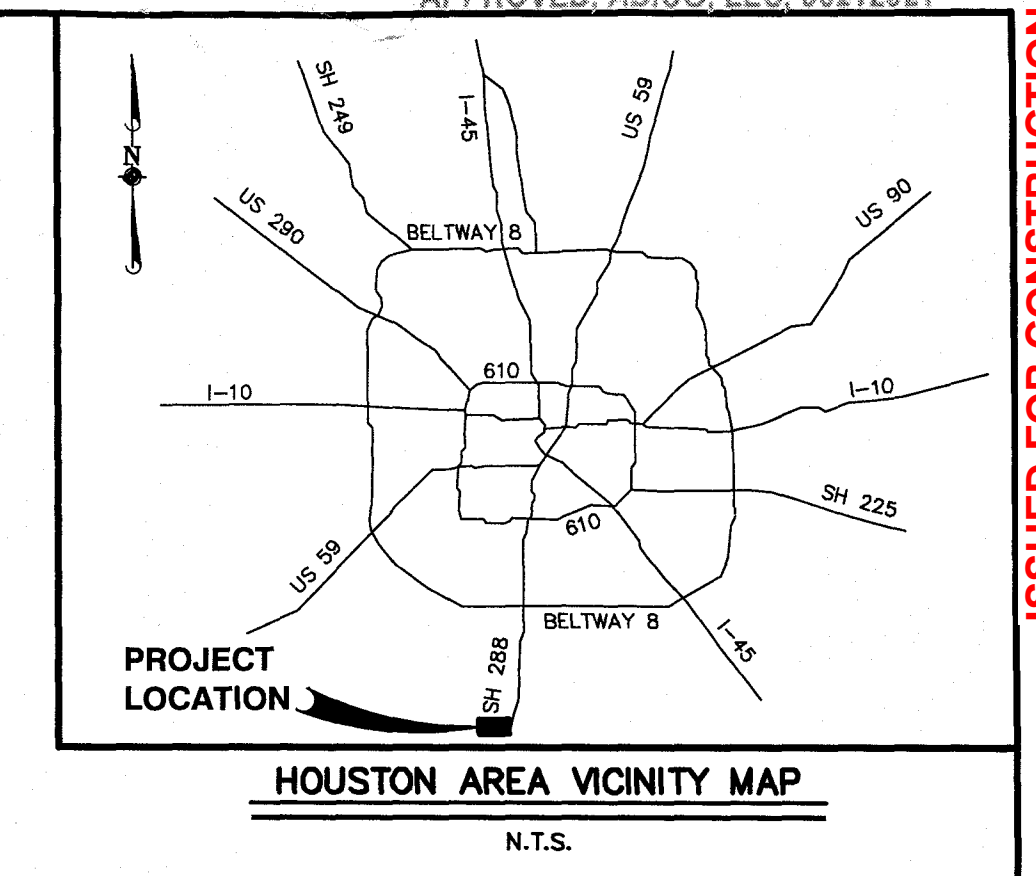
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

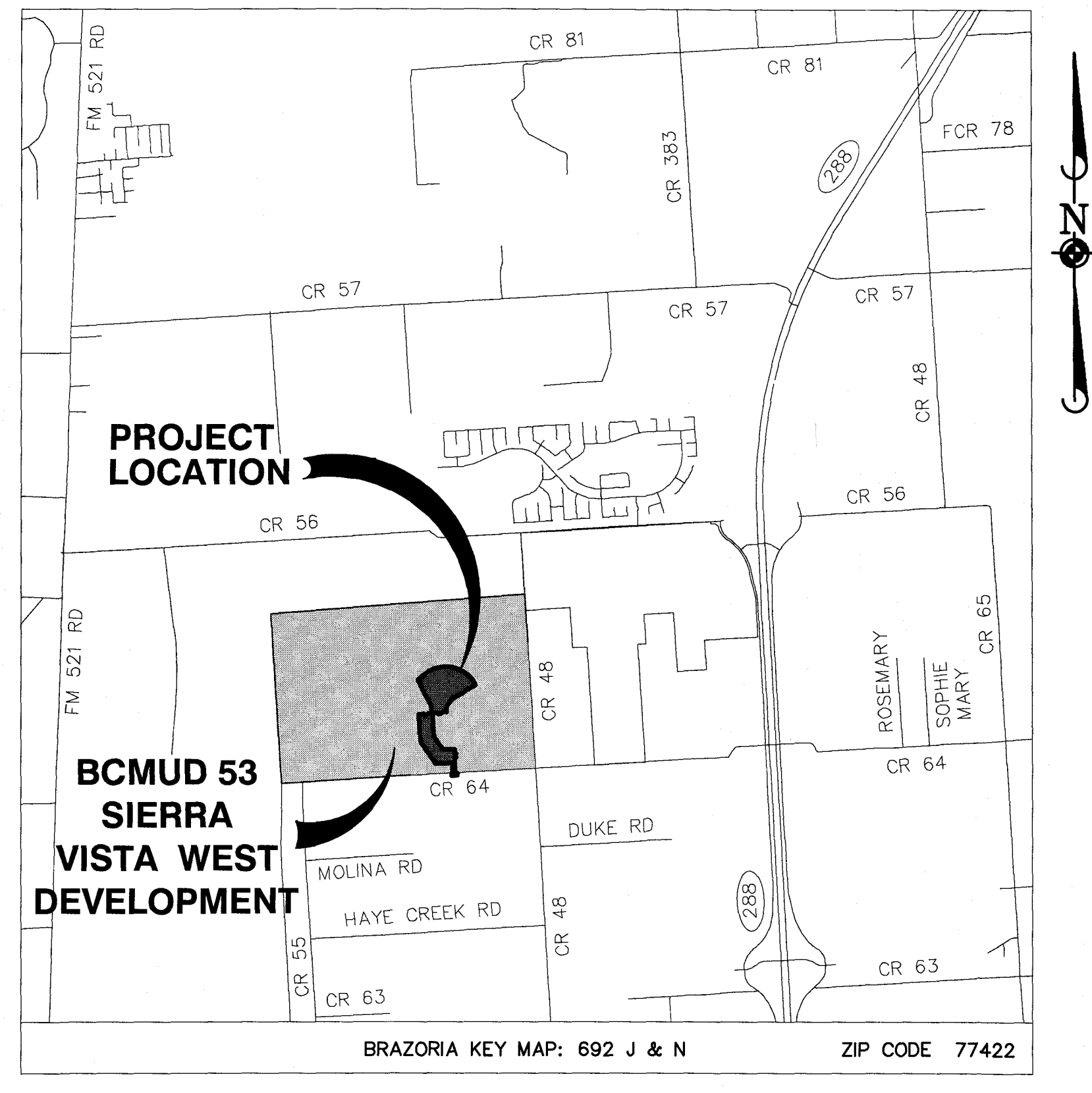
DEVELOPER: LAND TEJAS
SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR SIERRA VISTA WEST SEC. 7 BRAZORIA COUNTY M.U.D. NO. 53 BRAZORIA COUNTY, TX PROJECT NO. 610.020021.00



INDEX OF SHEETS

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Record Drawings

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TxDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 4803900115H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1999, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

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. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

[Signature] DATE 7/1/21
MATT HANKS, P.E., COUNTY ENGINEER

[Signature] DATE 6-28-21
JORGE REYNA, DEVELOPMENT COORDINATOR

ENGINEER'S SEAL
PARKER R. KRAUSE, P.E.
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
05/28/2021
Parker Krause
TYPE NO. F-18141

ISSUED FOR CONSTRUCTION

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY
C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093,
INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY
AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM
48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-18141

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date _____ President
Kerry L. Osburn Date _____ Vice President

Brandon Middleton Date _____ Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M. 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.

BCDD 5 I.D. B210015

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] DATE 06212021
MICHAEL BYRUM BRATSEN, MAYOR

[Signature] DATE 06212021
DINH HO, P.E., CITY ENGINEER

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: TH DFT: B3
DSN: B3 DATE: MAY 2021 **SHEET 1 OF 42**

ISSUED FOR CONSTRUCTION
ELEVATION LAND SOLUTIONS - SIERRA VISTA WEST SEC. 7 - PROJECT NO. 610.020021.00