



CITY COUNCIL MEETING

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

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, AUGUST 12, 2024 AT IOWA COLONY CITY HALL, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Recognition of Adopt-A-Park participation

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

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.

COUNCIL COMMENTS

STAFF REPORTS

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:

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.
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.
14. Consideration and possible action to set dates and times of public hearings on budget and tax rate and meetings to adopt them.
15. Consideration and possible action to propose a tax rate by a record vote.
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.
17. Consideration and possible action to approve a Development Agreement and Plan of Development for Maple Farms.

CONSENT AGENDA

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

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

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 August 9, 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: _____



Adopt-A-Park Certification



● On July 19, 2024, the
Alphas of Brazoria County Interest Group
adopted the Iowa Colony Community Park

Together We Can



NOTICE OF PUBLIC HEARING

The Iowa Colony City Council will hold a public hearing at 7:00 p.m. on August 12, 2024, in the Council Chambers at Iowa Colony City Hall, 3144 Meridiana Parkway, Iowa Colony, Texas 77583 concerning the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2025. The public may speak or present evidence for or against the proposed crime control plan and budget, copies of which are available from the Iowa Colony City Secretary at City Hall or by emailing krosser@iowacolonytx.gov

Kayleen Rosser,
Iowa Colony City Secretary

Fire Marshal/Building Official

MONTHLY REPORT- July 2024

August 6, 2024

Mayor and Council,

See July 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-	322
Plumbing Inspections -	384
Mechanical Inspections-	113
Electrical Inspections-	<u>243</u>
Total-	1062

Inspections paid to BBG for July 2023 total of 1203 Inspections- \$27,067.50

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

July 2024, Total Inspections 10625

Total paid to BBG \$23,895.00

Building Department: 62 Plan reviews for construction were conducted.

2- Building 2- Electrical 56- New Residential 1- P/Z Plan Review 1 Swimming Pool

Permits Issued:

2023- 126

Other Permits- 57 New Homes- 50 Civil Projects- 19

2024- 114

Other Permits- 41 New Homes- 61 Civil Projects- 12

Permit Fees Collected:

2023- \$284,877.19

New Homes- \$103,350.96 Other Permit- \$54,077.98 Civil Projects- \$127,448.25

2024- \$282,815.27

New Homes- \$207,357.00 Other Permit- \$11,473.53 Civil Projects- \$63,984.74

Animal Control

25- Calls for Service

5- Pickups 2- Return to owners 2- Taken to rescue 1- Taken to SPCA 2- Wildlife Calls
2- Dead animal calls 9- Running at large 5- Welfare checks 1- Assist another agency Manvel

Code Compliance

28- Calls for service

18- Sign removals 10- Code Violations

Fire Marshals Report/Building Officials Report:

Nothing to report.

Thanks,



Albert Cantu,
Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

Item 4.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report July 2024

Offense	June 2024	July 2024
Burglary	1	0
Theft	3	3
Robbery	0	0
Total Index Crimes Reported	4	3
Reports Taken		
Misdemeanor	11	25
Felony	10	13
Charges Filed/Arrests		
Misdemeanor	7	15
Felony	5	4
Outside Agency Warrant Arrest	1	5
Traffic Enforcement		
Citations	573	601
Crash Investigations		
Minor Crashes	17	28
Major Crashes	3	5
Fatality Crashes	0	0
Calls for Service		
Alarms	43	44
Assist Other Agency	29	34
Disturbance	17	13
Other	120	293
Security Checks	601	540
Suspicious Activity/Persons	31	38

Significant Events

- July 1 – Officers conducted a traffic stop on a vehicle in the area of SH 288/Meridiana Pkwy. It was found the driver had an outstanding warrant for their arrest. An arrest was made and a report was generated.
- July 3 – Officers conducted a traffic stop in the area of Discovery Dr/Earle Ct. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- July 4 – Officers were dispatched to the 2700 block of Diamond Vista Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- July 7 – Officers conducted a traffic stop in the area of Sterling Lakes Dr/Meridiana Pkwy. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.



IOWA COLONY POLICE DEPARTMENT

Item 4.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

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- July 13 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Green Valley Dr. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
 - July 15 – Officers were dispatched to the 4800 block of Franklin Way in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - July 20 – Officers were dispatched to the 1200 block of Diamond Drape Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - July 22 – Officers were dispatched to the area of Cedar Rapids Pkwy/SH 288 in reference to a theft of construction equipment. A report was generated and forwarded to investigations.
 - July 24 – Officers conducted a traffic stop in the area of SH 288 Meridiana Pkwy. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
 - July 27 – Officers conducted a traffic stop in the area of Tyndall Mist Dr/Crystal View Dr. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
 - July 28 – Officers conducted a traffic stop in the area of SH 288/CR 62. It was found the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 7/1/2024 to 7/31/2024

8/5/2024 10:4

Item 5.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
355	2	4	0	2	363

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$21,307.62	\$29,987.49	\$12,753.20	\$926.37	\$1,134.82	\$66,109.50

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
68	0	36	17	141	262

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
1	0	1	2

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A	Street SIGNAGE				
1	Iowa Colony Blvd & Cactus Ln	Fixed Direction sign		Completed	7/1/2024
2	Iowa Colony Blvd & Dubuque	Stop sign, mph sign, school zone sign, end school zone		Completed	7/9/2024
3	Iowa Colony & Handel	pull pole, fix cross walk signs		completed	7/9/2024
4	Iowa Colony & Rebecca	cross walk signs		Completed	7/9/2024
5	Pursley & Meridian	fix stop sign, Iowa Colony city limits sign		Completed	7/9/2024
6	Dubuque Pkwy & CR 439	removed stop sign		Completed	7/10/2024
7	Ecker @ Zuse	Leaning sign		Completed	7/8/2024
8	CR 786 & Pursley	fix traffic sign and removed traffic sign		Completed	7/10/2024
9	Whitman & Twain Ct	removed stop sign		completed	7/10/2024
10	Thoreau & Faulkner	fix stop sign		Completed	7/10/2024
11	Spring Ct & Delta Dr	removed stop sign		Completed	7/10/2024
12	Iowa Colony & Cr 78	fix mph sign/ fix stop sign		Completed	7/10/2024
13	Cr 79 & Cedar Rapids	removed stop sign/ fixed speed limit sign		Completed	7/10/2024
14	Meridian Pkwy	fixed stop sign at park		Completed	7/11/2024
15	Meridian Pkwy & Gough Ct	fixed pedestrian sign		Completed	7/11/2024
16	Murillo Dr & Van Gogh Ct	removed stop sign		Completed	7/11/2024
17	Discovery Dr & Alberti Ct	fix stop sign		Completed	7/11/2024
18	Sophie Mary Rd & Davenport Pkwy	removed school crossing & speed limit sign		Completed	7/11/2024
19	Davenport Pkwy 300 block	removed school crossing & fixed school speed limit		Completed	7/11/2024
20	Iowa Colony HS & Davenport	fixed school crossing		Completed	7/11/2024
21	Iowa Colony & Davenport	fixed school crossing		Completed	7/11/2024
22	Fig Orchard Trl & Heritage Grove	removed street sign		Completed	7/11/2024
23	Homestead Path & Fig Orchard Trl	removed street sign		Completed	7/11/2024
24	Meridian Pkwy & Sierra Vista Blvd	removed detour sign		Completed	7/11/2024
25	Sierra Vista & Thunder bolt Path	removed stop sign		Completed	7/11/2024
26	Eckert & Zuse	fixed stop sign		Completed	7/12/2024
27	Shackleton Ct & Exploration	street signs are inside access gate		uncomplete	7/12/2024
28	Crystal View Dr	fixed speed limit sign		Completed	7/12/2024
29	Crystal View & Cr 48	fixed both stop signs		Completed	7/12/2024
30	Sonoma Green & Corsica Ln	removed stop sign		Completed	7/12/2024
31	Crystal View & Sonoma Green	fixed cross walk sign		Completed	7/12/2024
32	Costa Terrace Dr & Corsica Creek	picked up street sign		Completed	7/12/2024
33	Ames Blvd & Crystal View	fixed stop sign		Completed	7/12/2024
34	Crystal View Dr & Ponderosa Pine	removed stop sign		Completed	7/12/2024
35	Shackleton Court @ exploration Trail	Sign down		Completed	7/8/2024
36	Iowa Colony & Dubuque	fixed street sign & fixed street pot holes (3)		Completed	7/18/2024
37	Duke & Ames	fix stop sign		Completed	7/15/2024
38	Ames & Cr 62	fixed both stop signs		Completed	7/16/2024
39	Cr 62 @ City limits sign	fixed no truck allowed sign		Completed	7/16/2024
40	Cr 48	fixed street pot holes		Completed	7/16/2024

41	Cedar Rapids & Pursley	fixed stop sign		Completed	7/16/2024
42	Pursley & Cedar Rapids	fixed street sign		Completed	7/17/2024
43	Iowa Colony & Handel Dr	removed dead end sign		Completed	7/18/2024
44	Meridian & Crystal View	removed speed limit sign		Completed	7/26/2024
45	Crystal View & Sonoma Green	fixed pedestrian sign		Completed	7/26/2024
46	Ames & Cr 62	fixed no fireworks sign		Completed	7/25/2024
14	Bullard & Cr 79	pulled 35mph sign		Completed	7/25/2024
B.	DEBRIS REMOVAL				
1	Duke rd	relocating cut trees to CR 48		Completed	7/31/2024
2	Duke rd	relocating cut trees to CR 48		Completed	8/1/2024
C.	MOWING/TREE TRIMMING				
1	Iowa Colony & Meridian	cut trees out the right of way		Completed	7/25/2024
2	Iowa Colony & Cedar Rapids	cut trees out the right of way		Completed	7/25/2024
3	Ruth Dr	cut trees		Completed	7/24/2024
4	Ames Rd	cut trees for removal		Completed	7/24/2024
5	Public Works Building	cut grass		Completed	7/17/2024
6	2504 Cr 758	checked to see if road is clear of trimmed trees		Completed	7/15/2024
7	Iowa Colony Blvd @ Cedar Rapids	cut trees for removal		Completed	7/25/2024
8	Iowa Colony Blvd @ Cedar Rapids	cut trees for removal		Completed	7/25/2024
9	Cedar Rapids @ Iowa Colony	cut trees for removal		Completed	7/25/2024
10	8703 Pursely	cut trees for removal	4 Trees	Completed	7/25/2024
11	CR 380	cut trees for removal	2 trees	Completed	7/25/2024
12	8150 Pursely	cut trees for removal		Completed	7/25/2024
13	8122 Pursely	cut trees for removal		Completed	7/25/2024
14	Bullard West @ Pursely	cut trees for removal	2 Trees	Completed	7/25/2024
15	CR 78	cut trees for removal		Completed	7/25/2024
16	8125 Cr 78	cut trees for removal		Completed	7/25/2024
17	Fcr 78	cut trees for removal		Completed	7/25/2024
18	2504 Cr 758	cut trees		Completed	7/13/2024
19	Iowa Colony to Cedar Rapids	cut trees out the right of way		Completed	7/26/2024
20	Cedar Rapids 4100 block	cut trees		Completed	7/26/2024
21	Public Works Building	cut grass		Completed	7/18/2024
22	Pursley & Bullard	cut tree down & moved them close to road		Completed	7/24/2024
23	Pursley	move cut trees close to road		Completed	7/24/2024
24	Public Works Building	cut grass		Completed	7/30/2024
25	CR 524 (City)	cut grass		Completed	7/31/2024
26	CR 524 (City)	trim trees		Completed	7/31/2024

D STREET REPAIRS				
1	Iowa Colony &	fixed pot holes	Completed	7/18/2024
2	Pursley & Dubuque	fixed pot holes	Completed	7/18/2024
3	Brister Pkwy Iowa Colony	fixed pot holes (3)	Completed	7/18/2024
4	CR 48 & Bullard to CR 48 & Hwy 6	filled pot holes (9)	Completed	7/29/2024
5	Oak & CR48	filled pot holes (12)	Completed	7/29/2024
6	Iowa Colony City	survey streets	Completed	8/2/2024
Ditch Drainage issue				
Parks				
1	City Park	removed damaged cation tape and replace with new cation tape	complete	7/11/2024
2	City Park	remove ratchet strap	complete	7/11/2024
3	City Park	check bathrooms & collect trash	complete	7/26/2024
Miscellaneous Works				
1	Brister Rd	Placed road blocks for hanging electrical lines, fix stop sign	Completed	7/10/2024
2	Cedar Rapids & Cr 79	picked up barricades	Completed	7/25/2024
3	Brister Rd	picked up barricades	Completed	7/15/2024
4	Freedom Field Stadium	removed Lupe Tortilla catering hot plates & sodas	Completed	7/18/2024
5	Cedar Rapids & Cr 79	place road barricades	Completed	7/24/2024
6	City Hall	move stuff in sally port in closet	Completed	7/25/2024
7	Public Works	change air filters	Completed	7/29/2024
8	City Hall	hung up window blinds	Completed	7/29/2024
9	Public Works	move animal cage	Completed	8/2/2024

MEMORANDIUM

Date: August 6, 2024
 To: Mayor Wil Kennedy
 City Council Members
 From: Dinh V. Ho, P.E.
 RE: COIC Council Meeting – August 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 8/13.
 - No meeting update from last month due to Hurrican Beryl

2. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Currently at 90% design phase.
 - ii. Waiting for final LONO from pipeline.
 - iii. Coordinating with Centerpoint Energy to relocate with power pole at crossing.
 - iv. Awaiting 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.

 - 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 – permit pulled

 - 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 – 40% of utilities complete.

 - 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 – 85% utilities complete and 90% paving complete.
 - Sterling Lakes North Sec 8 – 75% utilities complete and 50% paving complete.
 - Sterling Lakes North (Canterra Creek) Rec Center- Awaiting final walk
 - Bullard Parkway Ph III- Awaiting final walk.

F. *CALDWELL CROSSING*

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 1 – awaiting closeout docs.
 - BCMUD 87 Detention and Grading Phase 2 – 65% Complete.
 - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
 - Caldwell Crossing Section 2 – 85% utilities, Paving 90%
 - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
 - Caldwell Crossing Section 1 – 85% of utilities, 40% 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 – permit pulled
 - Caldwell Crossing Section 4 – permit pulled

G. *CALDWELL LAKES*

- BCMUD 87 Detention and Grading Ph 3 – 70% complete
- *Caldwell Lakes Section 1*
- 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 – 35% complete
 - Creekhaven Sec 1 – 80% utilities, 45% paving
 - Creekhaven Sec 2 – 40% utilities, 5% paving
 - Creekhaven Sec 3 – 40% utilities, no paving yet
 - Creekhaven Blvd and Karsten Blvd Ph 1- 25% utilities

I. *ELLWOOD*

- *Ellwood Sec 1 Ph 1 Detention, Excavation, Spoils and Outfall – waiting for permit*

J. *OTHER CONSTRUCTION PROJECTS*

- AISD JHS – Awaiting closeout
- Magnolia Bend Sec 2 – 80% complete, 45% Asphalt
- Break Time C-Store– Meridiana Pkwy & Karsten Blvd – Utilities 85% Complete

- 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

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

8/5/2024 3

Item 8.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	7,935,639.42	
	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	
	10-1111	Sales Tax Receivable	105,613.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,646.00	
	10-1115	Property Tax Receivable - P & I	10,334.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	Total Assets		<u>11,012,506.94</u>	<u>11,012,506.94</u>

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

8/5/2024 3

Item 8.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	63,195.77	
	10-2001	Accounts Payable at Year End	(202.13)	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	3,402.90	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	4,322.00	
	10-2206	Texas Workforce Commission Payable	(2,383.00)	
	10-2207	Health & Life Insurance Payable	35,771.24	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	31,924.56	
	10-2301	Collections	357.00	
	10-2304	Credit Card Fee	3,012.30	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2501	Baseball Field Reserve	13,696.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2533	Police Training Fund	0.01	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	416,640.97	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	517,766.51	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2606	Due to ARPA Fund	0.20	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities		<u>3,066,617.76</u>	
Fund Balance				
	10-3000	Fund Balance	278,034.37	

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

8/5/2024 3

Item 8.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
	10-3002	Fund Balance Assigned	600,000.00	
		Total Fund Balance	878,034.37	
		Total Revenue	9,146,239.56	
		Total Expenses	5,560,478.44	
		Current Year Increase (Decrease)	7,067,854.81	
		Fund Balance Total	878,034.37	
		Current Year Increase (Decrease)	7,067,854.81	
		Total Fund Balance/Equity	7,945,889.18	
		Total Liabilities & Fund Balance		11,012,506.94

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

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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	1,960,515.66	
	Total Assets		<u>1,828,958.66</u>	
				<u><u>1,828,958.66</u></u>

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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,325.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(17,301.37)	
	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	
	11-2517	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	
	11-2546	Maple Farms Tract - Special District	10,000.00	
	Total Liabilities		<u>1,828,957.67</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	<u>0.99</u>	
		Total Fund Balance/Equity	<u>0.99</u>	
	Total Liabilities & Fund Balance			<u><u>1,828,958.66</u></u>

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Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(6,926,564.77)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	6,464,313.89	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		<u>1,091,833.28</u>	<u>1,091,833.28</u>

City of Iowa Colony
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Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	479,248.90	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		<u>496,485.15</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>2,397,102.37</u>	
		Current Year Increase (Decrease)	(5,377,216.69)	
		Fund Balance Total	5,972,564.82	
		Current Year Increase (Decrease)	<u>(5,377,216.69)</u>	
		Total Fund Balance/Equity	<u>595,348.13</u>	
	Total Liabilities & Fund Balance			<u><u>1,091,833.28</u></u>

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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	146,585.85	
	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>632,559.80</u>	
				<u><u>632,559.80</u></u>

City of Iowa Colony
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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	(118.05)	
	20-2001	Accounts Payable at Year End	976.17	
	20-2201	Employee Dental Insurance	116.40	
	20-2206	Texas Workforce Commission Payable	90.23	
	20-2207	Health & Life Insurance Payable	1,923.36	
	Total Liabilities		<u>2,988.11</u>	
Fund Balance				
	20-3000	Fund Balance	<u>460,394.17</u>	
	Total Fund Balance		<u>460,394.17</u>	
		Total Revenue	304,012.05	
		Total Expenses	<u>143,220.09</u>	
		Current Year Increase (Decrease)	169,177.52	
		Fund Balance Total	460,394.17	
		Current Year Increase (Decrease)	<u>169,177.52</u>	
		Total Fund Balance/Equity	<u>629,571.69</u>	
	Total Liabilities & Fund Balance			<u><u>632,559.80</u></u>

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

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

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 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(426,003.09)	
	30-1114	Property Taxes Receivable	8,055.00	
	30-1115	Property Tax Receivable - P & I	1,666.00	
	Total Assets		<u>(416,282.09)</u>	
				<u><u>(416,282.09)</u></u>

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 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		<u>9,721.00</u>	
Fund Balance				
	30-3000	Fund Balance	563,656.91	
	Total Fund Balance		<u>563,656.91</u>	
		Total Revenue	0.00	
		Total Expenses	<u>989,660.00</u>	
		Current Year Increase (Decrease)	(989,660.00)	
		Fund Balance Total	563,656.91	
		Current Year Increase (Decrease)	<u>(989,660.00)</u>	
		Total Fund Balance/Equity	<u>(426,003.09)</u>	
	Total Liabilities & Fund Balance			<u><u>(416,282.09)</u></u>

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 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(1,014.32)	
	35-1101	Grant / Funding Account	(0.25)	
	Total Assets		<u>(1,014.57)</u>	<u>(1,014.57)</u>

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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Liabilities				
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2532	Road Works Fund	(0.44)	
	Total Liabilities		<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>80,063.50</u>	
		Current Year Increase (Decrease)	48,986.00	
		Fund Balance Total	(49,999.88)	
		Current Year Increase (Decrease)	<u>48,986.00</u>	
		Total Fund Balance/Equity	<u>(1,013.88)</u>	
	Total Liabilities & Fund Balance			<u><u>(1,014.57)</u></u>

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

City of Iowa Colony
 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Fund Balance				
	36-3000	Fund Balance	1,745.76	
	Total Fund Balance		1,745.76	
		Total Revenue	4,582.46	
		Total Expenses	584.00	
		Current Year Increase (Decrease)	3,998.46	
		Fund Balance Total	1,745.76	
		Current Year Increase (Decrease)	3,998.46	
		Total Fund Balance/Equity	5,744.22	
	Total Liabilities & Fund Balance			5,744.22

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 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	18,694.28	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		<u>18,615.28</u>	<u>18,615.28</u>

City of Iowa Colony
 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	11,448.42	
		Total Fund Balance	11,448.42	
		Total Revenue	7,325.31	
		Total Expenses	158.90	
		Current Year Increase (Decrease)	7,166.86	
		Fund Balance Total	11,448.42	
		Current Year Increase (Decrease)	7,166.86	
		Total Fund Balance/Equity	18,615.28	
		Total Liabilities & Fund Balance		18,615.28

City of Iowa Colony
 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	30,932.29	
	Total Assets		30,932.29	
				30,932.29

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 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	22,035.61	
		Total Fund Balance	22,035.61	
		Total Revenue	8,969.72	
		Total Expenses	73.40	
		Current Year Increase (Decrease)	8,896.68	
		Fund Balance Total	22,035.61	
		Current Year Increase (Decrease)	8,896.68	
		Total Fund Balance/Equity	30,932.29	
		Total Liabilities & Fund Balance		30,932.29

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

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Item 8.

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

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Item 8.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(228,673.72)	
	50-1014	TexStar - Veh Rep Fund	340,924.01	
	Total Assets		<u>112,250.29</u>	
				<u><u>112,250.29</u></u>

City of Iowa Colony
 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	2,557.50	
	Total Liabilities		<u>2,557.50</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>190,853.30</u>	
		Current Year Increase (Decrease)	(176,929.29)	
		Fund Balance Total	286,622.08	
		Current Year Increase (Decrease)	<u>(176,929.29)</u>	
		Total Fund Balance/Equity	<u>109,692.79</u>	
	Total Liabilities & Fund Balance			<u><u>112,250.29</u></u>

City of Iowa Colony
 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	1,974,899.94	
	99-1210	Due From General Fund	(104,100.23)	
	99-1220	Due From Crime Prevention District Fund	(63.05)	
	99-1250	Due From Vehicle Replacement Fund	2,557.50	
	Total Assets		<u>1,873,294.16</u>	<u>1,873,294.16</u>

City of Iowa Colony
 Balance Sheet
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Item 8.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	(101,605.78)	
	99-2110	Due To General Fund	12,516,012.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2999	Due To Other Funds	(11,602,812.06)	
	Total Liabilities		<u>1,873,294.16</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>1,873,294.16</u></u>

City of Iowa Colony
Financial Statement
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Item 8.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	64,353.29	45,315.20	19,038.09	729,430.33	544,000.00	134.09%	(185,430.33)
Property Tax	0.00	260,262.52	(260,262.52)	3,898,459.34	3,124,400.00	124.77%	(774,059.34)
Miscellaneous	12,053.25	123,405.89	(111,352.64)	642,697.88	1,481,450.00	43.38%	838,752.12
License & Permits	322,090.78	183,597.65	138,493.13	3,058,194.95	2,204,000.00	138.76%	(854,194.95)
Business & Franchise	20,879.84	25,825.00	(4,945.16)	502,186.45	310,000.00	162.00%	(192,186.45)
Fines & Forfeitures	43,042.07	23,782.17	19,259.90	315,020.80	285,500.00	110.34%	(29,520.80)
Grant Income	0.00	0.00	0.00	249.81	0.00	0.00%	(249.81)
Revenue Totals	<u>462,419.23</u>	<u>662,188.43</u>	<u>(199,769.20)</u>	<u>9,146,239.56</u>	<u>7,949,350.00</u>	<u>115.06%</u>	<u>(1,196,889.56)</u>
Expense Summary							
Personnel Services	252,729.88	262,085.50	(9,355.62)	2,218,087.32	3,146,250.00	70.50%	928,162.68
Professional/Contract Services	14,054.50	149,822.35	(135,767.85)	2,123,883.10	1,798,400.00	118.10%	(325,483.10)
Materials & Supplies	13,971.25	36,987.06	(23,015.81)	325,505.12	443,900.00	73.33%	118,394.88
Services	9,448.93	34,170.86	(24,721.93)	820,194.52	410,200.00	199.95%	(409,994.52)
Capital Outlay	0.00	37,490.00	(37,490.00)	72,808.38	450,000.00	16.18%	377,191.62
Expense Totals	<u>290,204.56</u>	<u>520,555.77</u>	<u>(230,351.21)</u>	<u>5,560,478.44</u>	<u>6,248,750.00</u>	<u>88.99%</u>	<u>688,271.56</u>

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Item 8.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	0.00	333.20	(333.20)	5,335.19	4,000.00	133.38%	(1,335.19)
10-4110 City Sales Tax	64,353.29	44,982.00	19,371.29	724,095.14	540,000.00	134.09%	(184,095.14)
Sales Tax Totals	64,353.29	45,315.20	19,038.09	729,430.33	544,000.00	134.09%	(185,430.33)
Property Tax							
10-4120 Property Tax	0.00	194,089.00	(194,089.00)	2,365,911.44	2,330,000.00	101.54%	(35,911.44)
10-4121 Delinquent Property Tax	0.00	1,249.50	(1,249.50)	(8,635.60)	15,000.00	(57.57%)	23,635.60
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	0.00	260,262.52	(260,262.52)	3,898,459.34	3,124,400.00	124.77%	(774,059.34)
Miscellaneous							
10-4124 Accident Reports	75.00	12.50	62.50	440.00	150.00	293.33%	(290.00)
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	11,962.55	10,412.50	1,550.05	131,914.73	125,000.00	105.53%	(6,914.73)
10-4911 Other Revenue	15.70	110,230.89	(110,215.19)	139,698.23	1,323,300.00	10.56%	1,183,601.77
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	12,053.25	123,405.89	(111,352.64)	642,697.88	1,481,450.00	43.38%	838,752.12
License & Permits							
10-4201 Building Construction Permits	122,833.50	99,960.00	22,873.50	1,203,042.19	1,200,000.00	100.25%	(3,042.19)
10-4202 Trade Fees	4,669.89	8,333.33	(3,663.44)	57,823.28	100,000.00	57.82%	42,176.72
10-4203 Reinspection Fees	6,025.00	2,082.50	3,942.50	68,000.00	25,000.00	272.00%	(43,000.00)
10-4204 Signs	0.00	83.30	(83.30)	400.00	1,000.00	40.00%	600.00
10-4205 Property Improvement Permits	1,484.14	166.60	1,317.54	4,886.29	2,000.00	244.31%	(2,886.29)

City of Iowa Colony
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Item 8.

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	0.00	125.00	(125.00)	500.00	1,500.00	33.33%	1,000.00
10-4208 Encroachment Permit	0.00	0.00	0.00	300.00	0.00	0.00%	(300.00)
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	875.00	83.33	791.67	4,450.00	1,000.00	445.00%	(3,450.00)
10-4301 Preliminary Plat Fees	0.00	6,247.50	(6,247.50)	64,360.00	75,000.00	85.81%	10,640.00
10-4302 Final Plat Fees	15,670.00	2,915.50	12,754.50	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	7,836.72	16,660.00	(8,823.28)	283,386.83	200,000.00	141.69%	(83,386.83)
10-4403 Civil Site Plan Review Fee	103,941.53	37,485.00	66,456.53	1,013,620.14	450,000.00	225.25%	(563,620.14)
10-4501 Rezoning Fees	0.00	166.60	(166.60)	4,000.00	2,000.00	200.00%	(2,000.00)
10-4502 ROW Plan Review Fee	0.00	0.00	0.00	1,000.00	0.00	0.00%	(1,000.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	1,000.00	1,000.00	100.00%	0.00
10-4504 Water Meter Fees	58,755.00	0.00	58,755.00	196,420.00	0.00	0.00%	(196,420.00)
License & Permits Totals	<u>322,090.78</u>	<u>183,597.65</u>	<u>138,493.13</u>	<u>3,058,194.95</u>	<u>2,204,000.00</u>	<u>138.76%</u>	<u>(854,194.95)</u>
Business & Franchise							
10-4601 Franchise Tax - Electric	20,879.84	20,825.00	54.84	372,316.35	250,000.00	148.93%	(122,316.35)
10-4602 Franchise Tax - Gas	0.00	2,916.67	(2,916.67)	112,598.74	35,000.00	321.71%	(77,598.74)
10-4603 Telecommunication Fee - Sales	0.00	2,083.33	(2,083.33)	17,271.36	25,000.00	69.09%	7,728.64
Business & Franchise Totals	<u>20,879.84</u>	<u>25,825.00</u>	<u>(4,945.16)</u>	<u>502,186.45</u>	<u>310,000.00</u>	<u>162.00%</u>	<u>(192,186.45)</u>

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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	12,719.20	18,742.50	(6,023.30)	77,642.60	225,000.00	34.51%	147,357.40
10-4703 Municipal Jury Funds	23.13	0.00	23.13	182.90	0.00	0.00%	(182.90)
10-4704 Local Truancy Prevention	36.12	0.00	36.12	5,129.32	0.00	0.00%	(5,129.32)
10-4705 Time Payment Reimbursement	15.00	41.67	(26.67)	480.00	500.00	96.00%	20.00
10-4709 Court Costs	30,248.62	4,998.00	25,250.62	231,585.98	60,000.00	385.98%	(171,585.98)
Fines & Forfeitures Totals	<u>43,042.07</u>	<u>23,782.17</u>	<u>19,259.90</u>	<u>315,020.80</u>	<u>285,500.00</u>	<u>110.34%</u>	<u>(29,520.80)</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>462,419.23</u>	<u>662,188.43</u>	<u>(199,769.20)</u>	<u>9,146,239.56</u>	<u>7,949,350.00</u>	<u>115.06%</u>	<u>(1,196,889.56)</u>

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,415.86	7,164.57	(3,748.71)	58,572.95	86,000.00	68.11%	27,427.05
Personnel Services	58,865.39	62,647.82	(3,782.43)	510,254.65	752,050.00	67.85%	241,795.35
Professional/Contract Services	3,715.00	23,082.84	(19,367.84)	251,932.26	277,100.00	90.92%	25,167.74
Services	2,803.82	6,173.06	(3,369.24)	27,089.22	74,100.00	36.56%	47,010.78
Administration Totals	68,800.07	99,068.29	(30,268.22)	847,849.08	1,189,250.00	71.29%	341,400.92

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	77.65	2,149.27	(2,071.62)	13,437.33	25,800.00	52.08%	12,362.67
Personnel Services	16,704.01	17,852.94	(1,148.93)	152,165.42	214,320.00	71.00%	62,154.58
Professional/Contract Services	0.00	541.47	(541.47)	4,659.68	6,500.00	71.69%	1,840.32
Finance Totals	16,781.66	20,543.68	(3,762.02)	170,262.43	246,620.00	69.04%	76,357.57

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,772.68	9,049.22	(6,276.54)	111,586.73	108,600.00	102.75%	(2,986.73)
Personnel Services	121,668.81	123,642.14	(1,973.33)	1,107,697.68	1,484,290.00	74.63%	376,592.32
Professional/Contract Services	0.00	83.33	(83.33)	1,772.54	1,000.00	177.25%	(772.54)
Services	5,534.50	8,996.60	(3,462.10)	46,068.67	108,000.00	42.66%	61,931.33
Police Totals	129,975.99	141,771.29	(11,795.30)	1,267,125.62	1,701,890.00	74.45%	434,764.38

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	264.50	491.53	(227.03)	5,296.32	5,900.00	89.77%	603.68

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Personnel Services	11,788.18	6,365.76	5,422.42	55,366.42	76,420.00	72.45%	21,053.58
Professional/Contract Services	0.00	483.20	(483.20)	3,106.81	5,800.00	53.57%	2,693.19
Services	155.25	833.06	(677.81)	1,584.17	10,000.00	15.84%	8,415.83
Animal Control Totals	<u>12,207.93</u>	<u>8,173.55</u>	<u>4,034.38</u>	<u>65,353.72</u>	<u>98,120.00</u>	<u>66.61%</u>	<u>32,766.28</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,882.76	250.00	3,632.76	4,857.26	3,000.00	161.91%	(1,857.26)
Professional/Contract Services	0.00	666.67	(666.67)	499.98	8,000.00	6.25%	7,500.02
Emergency Management Totals	<u>3,882.76</u>	<u>916.67</u>	<u>2,966.09</u>	<u>5,357.24</u>	<u>11,000.00</u>	<u>48.70%</u>	<u>5,642.76</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	214.49	982.99	(768.50)	12,452.03	11,800.00	105.53%	(652.03)
Personnel Services	11,337.37	13,143.13	(1,805.76)	116,798.77	157,780.00	74.03%	40,981.23
Professional/Contract Services	0.00	8,123.80	(8,123.80)	59,736.83	97,500.00	61.27%	37,763.17
Municipal Court Totals	<u>11,551.86</u>	<u>22,249.92</u>	<u>(10,698.06)</u>	<u>188,987.63</u>	<u>267,080.00</u>	<u>70.76%</u>	<u>78,092.37</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,696.29	6,791.49	(4,095.20)	38,288.18	81,500.00	46.98%	43,211.82
Personnel Services	14,341.69	21,045.71	(6,704.02)	106,239.39	252,650.00	42.05%	146,410.61
Professional/Contract Services	9,900.00	29,738.34	(19,838.34)	84,340.16	357,000.00	23.62%	272,659.84
Services	774.11	2,382.73	(1,608.62)	4,192.58	28,600.00	14.66%	24,407.42
Public Works Totals	<u>27,712.09</u>	<u>59,958.27</u>	<u>(32,246.18)</u>	<u>233,060.31</u>	<u>719,750.00</u>	<u>32.38%</u>	<u>486,689.69</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	461.94	7,541.58	(7,079.64)	56,928.31	90,500.00	62.90%	33,571.69
Professional/Contract Services	439.50	6,000.00	(5,560.50)	96,543.08	72,000.00	134.09%	(24,543.08)
Parks & Recreation Totals	<u>901.44</u>	<u>13,541.58</u>	<u>(12,640.14)</u>	<u>153,471.39</u>	<u>162,500.00</u>	<u>94.44%</u>	<u>9,028.61</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	39.10	1,391.63	(1,352.53)	15,279.90	16,700.00	91.50%	1,420.10
Personnel Services	5,630.14	6,008.40	(378.26)	56,483.52	72,130.00	78.31%	15,646.48
Professional/Contract Services	0.00	59,611.20	(59,611.20)	1,351,535.32	715,500.00	188.89%	(636,035.32)
Services	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	<u>5,669.24</u>	<u>81,963.58</u>	<u>(76,294.34)</u>	<u>2,163,185.05</u>	<u>983,830.00</u>	<u>219.87%</u>	<u>(1,179,355.05)</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	145.98	1,174.78	(1,028.80)	8,806.11	14,100.00	62.45%	5,293.89
Personnel Services	12,394.29	11,379.60	1,014.69	113,081.47	136,610.00	82.78%	23,528.53
Professional/Contract Services	0.00	21,491.50	(21,491.50)	269,756.44	258,000.00	104.56%	(11,756.44)
Services	181.25	833.06	(651.81)	1,373.57	10,000.00	13.74%	8,626.43
Fire Marshal/Building Official Totals	<u>12,721.52</u>	<u>34,878.94</u>	<u>(22,157.42)</u>	<u>393,017.59</u>	<u>418,710.00</u>	<u>93.86%</u>	<u>25,692.41</u>

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	37,490.00	(37,490.00)	72,808.38	450,000.00	16.18%	377,191.62

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Capital and Planning Projects Totals	<u>0.00</u>	<u>37,490.00</u>	<u>(37,490.00)</u>	<u>72,808.38</u>	<u>450,000.00</u>	<u>16.18%</u>	<u>377,191.62</u>
Expense Total	<u>290,204.56</u>	<u>520,555.77</u>	<u>(230,351.21)</u>	<u>5,560,478.44</u>	<u>6,248,750.00</u>	<u>88.99%</u>	<u>688,271.56</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	44,081.92	44,680.45	(598.53)	381,927.52	536,380.00	71.20%	154,452.48
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	3,372.12	3,418.63	(46.51)	26,958.10	41,040.00	65.69%	14,081.90
10-10-5107 TMRS	5,023.22	4,915.53	107.69	43,894.08	59,010.00	74.38%	15,115.92
10-10-5108 Health & Life Insurance	4,550.59	3,998.40	552.19	38,360.74	48,000.00	79.92%	9,639.26
10-10-5109 Worker's Comp	253.70	315.70	(62.00)	1,006.80	3,790.00	26.56%	2,783.20
10-10-5110 Texas Workforce Commission	0.00	19.15	(19.15)	997.09	230.00	433.52%	(767.09)
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	5,815.32	7,200.00	80.77%	1,384.68
10-10-5112 457(b) Reimbursement	1,030.00	875.00	155.00	10,815.00	10,500.00	103.00%	(315.00)
10-10-5114 Benefits Admin Fees	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-10-5115 Longevity Pay	0.00	44.98	(44.98)	480.00	540.00	88.89%	60.00
10-10-5201 Legal Services	0.00	2,915.50	(2,915.50)	1,792.50	35,000.00	5.12%	33,207.50
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	0.00	4,998.00	(4,998.00)	91,597.77	60,000.00	152.66%	(31,597.77)
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	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	0.00	583.10	(583.10)	2,447.96	7,000.00	34.97%	4,552.04
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	19,550.00	25,000.00	78.20%	5,450.00
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	315.00	3,665.20	(3,350.20)	15,189.77	44,000.00	34.52%	28,810.23
10-10-5224 Dues & Subscriptions	0.00	291.67	(291.67)	6,812.16	3,500.00	194.63%	(3,312.16)
10-10-5225 Seminars & Meetings	1,150.00	583.10	566.90	17,177.57	7,000.00	245.39%	(10,177.57)
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	84.91	1,166.67	(1,081.76)	10,790.43	14,000.00	77.07%	3,209.57
10-10-5302 Janitorial Supplies	0.00	333.33	(333.33)	1,596.09	4,000.00	39.90%	2,403.91
10-10-5309 Uniforms	0.00	166.67	(166.67)	2,537.91	2,000.00	126.90%	(537.91)
10-10-5310 Postage	(32.45)	83.33	(115.78)	1,072.17	1,000.00	107.22%	(72.17)
10-10-5311 Building Repairs &	900.00	1,249.50	(349.50)	15,153.67	15,000.00	101.02%	(153.67)
10-10-5312 Recognition,	0.00	249.90	(249.90)	2,366.22	3,000.00	78.87%	633.78
10-10-5314 Computer & Technology	0.00	999.60	(999.60)	3,383.74	12,000.00	28.20%	8,616.26
10-10-5315 Computer Software/License	2,039.56	2,082.50	(42.94)	16,654.41	25,000.00	66.62%	8,345.59
10-10-5317 Equipment & Other Rentals	423.84	499.80	(75.96)	5,018.31	6,000.00	83.64%	981.69
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	438.51	1,666.00	(1,227.49)	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	0.00	83.30	(83.30)	869.02	1,000.00	86.90%	130.98
10-10-5405 Insurance - Liability & Prop	2,304.56	999.60	1,304.96	9,573.24	12,000.00	79.78%	2,426.76
10-10-5406 Insurance - Windstorm	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
10-10-5407 Insurance - Vehicles	60.75	8.33	52.42	243.00	100.00	243.00%	(143.00)
Administration Totals	68,800.07	99,068.29	(30,268.22)	847,849.08	1,189,250.00	71.29%	341,400.92

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10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	11,804.80	13,076.43	(1,271.63)	108,672.00	156,980.00	69.23%	48,308.00
10-15-5106 Social Security/Medicare	875.91	1,000.43	(124.52)	8,065.58	12,010.00	67.16%	3,944.42
10-15-5107 TMRS	1,323.92	1,438.59	(114.67)	12,209.87	17,270.00	70.70%	5,060.13
10-15-5108 Health & Life Insurance	2,415.67	1,999.20	416.47	20,446.02	24,000.00	85.19%	3,553.98
10-15-5109 Worker's Comp	52.93	53.31	(0.38)	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	230.78	250.00	(19.22)	2,146.23	3,000.00	71.54%	853.77
10-15-5223 Training & Travel	0.00	499.80	(499.80)	4,424.68	6,000.00	73.74%	1,575.32
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	235.00	500.00	47.00%	265.00
10-15-5301 Office Supplies	0.00	166.67	(166.67)	1,623.81	2,000.00	81.19%	376.19
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	44.40	83.33	(38.93)	400.24	1,000.00	40.02%	599.76
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	33.25	41.67	(8.42)	263.65	500.00	52.73%	236.35
Finance Totals	16,781.66	20,543.68	(3,762.02)	170,262.43	246,620.00	69.04%	76,357.57

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	78,830.66	84,751.08	(5,920.42)	752,137.03	1,017,420.00	73.93%	265,282.97
10-20-5104 Salaries - Overtime	4,275.02	2,635.61	1,639.41	28,582.02	31,640.00	90.34%	3,057.98
10-20-5106 Social Security/Medicare	6,198.63	6,484.07	(285.44)	59,399.26	77,840.00	76.31%	18,440.74
10-20-5107 TMRS	9,342.17	9,322.93	19.24	88,906.36	111,920.00	79.44%	23,013.64
10-20-5108 Health & Life Insurance	14,035.85	13,994.40	41.45	124,996.69	168,000.00	74.40%	43,003.31
10-20-5109 Worker's Comp	7,076.15	4,232.47	2,843.68	28,340.60	50,810.00	55.78%	22,469.40
10-20-5110 Texas Workforce Commission	87.23	52.47	34.76	1,808.52	630.00	287.07%	(1,178.52)
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	1,823.10	1,950.00	(126.90)	22,327.20	23,400.00	95.42%	1,072.80
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	0.00	83.33	(83.33)	1,772.54	1,000.00	177.25%	(772.54)
10-20-5301 Office Supplies	639.10	250.00	389.10	2,295.95	3,000.00	76.53%	704.05
10-20-5309 Uniforms	529.00	699.72	(170.72)	5,003.10	8,400.00	59.56%	3,396.90
10-20-5310 Postage	0.69	16.66	(15.97)	96.54	200.00	48.27%	103.46
10-20-5313 Fuel Expense	0.00	3,333.33	(3,333.33)	28,482.51	40,000.00	71.21%	11,517.49
10-20-5317 Equipment & Other Rentals	370.90	541.67	(170.77)	25,297.35	6,500.00	389.19%	(18,797.35)
10-20-5319 Vehicle Repairs & Maintenance	1,232.99	1,249.50	(16.51)	14,656.64	15,000.00	97.71%	343.36
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	0.00	41.67	(41.67)	600.03	500.00	120.01%	(100.03)
10-20-5404 Mobile Technology Expense	0.00	500.00	(500.00)	5,390.67	6,000.00	89.84%	609.33
10-20-5405 Insurance - Liability & Prop	2,521.75	999.60	1,522.15	10,087.00	12,000.00	84.06%	1,913.00
10-20-5407 Insurance - Vehicles	3,012.75	833.00	2,179.75	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	129,975.99	141,771.29	(11,795.30)	1,267,125.62	1,701,890.00	74.45%	434,764.38

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10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	7,016.10	4,151.67	2,864.43	36,141.42	49,840.00	72.51%	13,698.58
10-21-5104 Salaries - Overtime	492.59	153.27	339.32	1,584.88	1,840.00	86.13%	255.12
10-21-5106 Social Security/Medicare	530.67	318.20	212.47	2,800.82	3,820.00	73.32%	1,019.18
10-21-5107 TMRS	825.95	457.31	368.64	4,169.69	5,490.00	75.95%	1,320.31
10-21-5108 Health & Life Insurance	2,363.00	999.60	1,363.40	8,253.54	12,000.00	68.78%	3,746.46
10-21-5109 Worker's Comp	462.25	259.89	202.36	1,939.00	3,120.00	62.15%	1,181.00
10-21-5110 Texas Workforce Commission	97.62	4.16	93.46	297.07	50.00	594.14%	(247.07)
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	0.00	125.00	(125.00)	1,035.25	1,500.00	69.02%	464.75
10-21-5301 Office Supplies	0.00	16.66	(16.66)	231.72	200.00	115.86%	(31.72)
10-21-5309 Uniforms	264.50	41.67	222.83	1,520.35	500.00	304.07%	(1,020.35)
10-21-5310 Postage	0.00	16.67	(16.67)	19.90	200.00	9.95%	180.10
10-21-5313 Fuel Expense	0.00	249.90	(249.90)	2,061.58	3,000.00	68.72%	938.42
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	0.00	83.30	(83.30)	259.64	1,000.00	25.96%	740.36
10-21-5404 Mobile Technology Expense	0.00	83.33	(83.33)	963.17	1,000.00	96.32%	36.83
10-21-5407 Insurance - Vehicles	155.25	83.33	71.92	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	12,207.93	8,173.55	4,034.38	65,353.72	98,120.00	66.61%	32,766.28

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10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	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	382.76	166.67	216.09	1,357.26	2,000.00	67.86%	642.74
10-22-5315 Computer Software/License	3,500.00	83.33	3,416.67	3,500.00	1,000.00	350.00%	(2,500.00)
Emergency Management Totals	3,882.76	916.67	2,966.09	5,357.24	11,000.00	48.70%	5,642.76

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	8,333.60	9,050.54	(716.94)	86,276.09	108,650.00	79.41%	22,373.91
10-25-5104 Salaries - Overtime	0.00	122.45	(122.45)	387.35	1,470.00	26.35%	1,082.65
10-25-5106 Social Security/Medicare	639.72	693.05	(53.33)	6,681.82	8,320.00	80.31%	1,638.18
10-25-5107 TMRS	935.99	996.26	(60.27)	9,768.50	11,960.00	81.68%	2,191.50
10-25-5108 Health & Life Insurance	1,189.80	1,999.20	(809.40)	11,058.00	24,000.00	46.08%	12,942.00
10-25-5109 Worker's Comp	62.88	36.65	26.23	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	175.38	200.00	(24.62)	1,841.49	2,400.00	76.73%	558.51
10-25-5203 Attorney/Prosecutor Fees	0.00	5,000.00	(5,000.00)	40,450.00	60,000.00	67.42%	19,550.00
10-25-5209 Judge Fees	0.00	2,915.50	(2,915.50)	18,148.68	35,000.00	51.85%	16,851.32
10-25-5220 Interpreter Services	0.00	83.30	(83.30)	237.20	1,000.00	23.72%	762.80
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	27.29	249.90	(222.61)	2,310.59	3,000.00	77.02%	689.41
10-25-5308 Jury Trial Expense	0.00	124.95	(124.95)	1,140.65	1,500.00	76.04%	359.35
10-25-5309 Uniforms	9.20	66.67	(57.47)	200.70	800.00	25.09%	599.30
10-25-5310 Postage	137.36	83.30	54.06	896.46	1,000.00	89.65%	103.54
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	40.64	41.67	(1.03)	317.38	500.00	63.48%	182.62
Municipal Court Totals	11,551.86	22,249.92	(10,698.06)	188,987.63	267,080.00	70.76%	78,092.37

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	8,610.88	13,233.87	(4,622.99)	68,218.20	158,870.00	42.94%	90,651.80
10-30-5104 Salaries - Overtime	1,216.10	801.34	414.76	7,137.52	9,620.00	74.19%	2,482.48
10-30-5106 Social Security/Medicare	739.09	1,012.92	(273.83)	5,686.21	12,160.00	46.76%	6,473.79
10-30-5107 TMRS	1,080.97	1,456.08	(375.11)	8,308.93	17,480.00	47.53%	9,171.07
10-30-5108 Health & Life Insurance	1,891.90	3,498.60	(1,606.70)	13,192.36	42,000.00	31.41%	28,807.64
10-30-5109 Worker's Comp	752.50	988.77	(236.27)	3,208.00	11,870.00	27.03%	8,662.00
10-30-5110 Texas Workforce Commission	50.25	14.99	35.26	308.17	180.00	171.21%	(128.17)
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	600.00	416.67	183.33	3,900.00	5,000.00	78.00%	1,100.00
10-30-5219 Roads, Bridges & Drainage	0.00	24,990.00	(24,990.00)	24,526.41	300,000.00	8.18%	275,473.59
10-30-5223 Training & Travel	0.00	166.67	(166.67)	113.75	2,000.00	5.69%	1,886.25
10-30-5229 Contractual Services	9,300.00	4,165.00	5,135.00	55,800.00	50,000.00	111.60%	(5,800.00)
10-30-5301 Office Supplies	428.51	249.90	178.61	2,991.99	3,000.00	99.73%	8.01
10-30-5309 Uniforms	0.00	166.60	(166.60)	1,419.69	2,000.00	70.98%	580.31
10-30-5311 Building Repairs &	0.00	666.67	(666.67)	5,881.91	8,000.00	73.52%	2,118.09
10-30-5313 Fuel Expense	0.00	333.33	(333.33)	2,814.43	4,000.00	70.36%	1,185.57
10-30-5317 Equipment & Other Rentals	22.43	1,000.00	(977.57)	4,319.55	12,000.00	36.00%	7,680.45
10-30-5319 Vehicle Repairs & Maintenance	0.00	208.33	(208.33)	997.23	2,500.00	39.89%	1,502.77
10-30-5321 Public Works Maintenance	2,245.35	2,083.33	162.02	7,863.08	25,000.00	31.45%	17,136.92
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	0.00	833.33	(833.33)	8,141.19	10,000.00	81.41%	1,858.81
10-30-5401 Utilities - Electricity	609.36	833.33	(223.97)	3,157.01	10,000.00	31.57%	6,842.99
10-30-5404 Mobile Technology Expense	0.00	50.00	(50.00)	376.57	600.00	62.76%	223.43
10-30-5407 Insurance - Vehicles	164.75	166.60	(1.85)	659.00	2,000.00	32.95%	1,341.00

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5410 Vehicle Replacement Fund	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Public Works Totals	27,712.09	59,958.27	(32,246.18)	233,060.31	719,750.00	32.38%	486,689.69

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	439.50	6,000.00	(5,560.50)	96,543.08	72,000.00	134.09%	(24,543.08)
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)	192.76	6,000.00	3.21%	5,807.24
10-32-5324 Park Maintenance	461.94	6,666.67	(6,204.73)	50,932.81	80,000.00	63.67%	29,067.19
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	328.00	1,000.00	32.80%	672.00
Parks & Recreation Totals	901.44	13,541.58	(12,640.14)	153,471.39	162,500.00	94.44%	9,028.61

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10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,758.40	4,050.87	(292.47)	39,224.84	48,630.00	80.66%	9,405.16
10-35-5104 Salaries - Overtime	176.18	149.10	27.08	375.58	1,790.00	20.98%	1,414.42
10-35-5106 Social Security/Medicare	294.67	310.70	(16.03)	2,989.20	3,730.00	80.14%	740.80
10-35-5107 TMRS	432.80	445.65	(12.85)	4,389.04	5,350.00	82.04%	960.96
10-35-5108 Health & Life Insurance	939.25	999.60	(60.35)	8,972.50	12,000.00	74.77%	3,027.50
10-35-5109 Worker's Comp	28.84	16.66	12.18	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	0.00	4,166.67	(4,166.67)	99,184.26	50,000.00	198.37%	(49,184.26)
10-35-5208 Engineering Services	0.00	6,250.00	(6,250.00)	51,258.57	75,000.00	68.34%	23,741.43
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	0.00	29,155.00	(29,155.00)	770,324.31	350,000.00	220.09%	(420,324.31)
10-35-5234 Eng Svc: Plan Review	0.00	8,333.33	(8,333.33)	222,746.49	100,000.00	222.75%	(122,746.49)
10-35-5235 Eng Svc: Platting	0.00	6,250.00	(6,250.00)	103,192.00	75,000.00	137.59%	(28,192.00)
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	39.10	41.67	(2.57)	304.94	500.00	60.99%	195.06
10-35-5411 TIF Fund/MUD 31 Payable	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	5,669.24	81,963.58	(76,294.34)	2,163,185.05	983,830.00	219.87%	(1,179,355.05)

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	8,874.32	8,315.83	558.49	81,995.12	99,830.00	82.13%	17,834.88
10-36-5106 Social Security/Medicare	666.32	636.41	29.91	5,982.50	7,640.00	78.30%	1,657.50
10-36-5107 TMRS	976.17	915.46	60.71	9,039.19	10,990.00	82.25%	1,950.81
10-36-5108 Health & Life Insurance	982.23	999.60	(17.37)	12,192.66	12,000.00	101.61%	(192.66)
10-36-5109 Worker's Comp	895.25	491.47	403.78	3,575.00	5,900.00	60.59%	2,325.00
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)	264,892.50	250,000.00	105.96%	(14,892.50)
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)	511.39	3,000.00	17.05%	2,488.61
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	145.49	1,000.00	14.55%	854.51
10-36-5309 Uniforms	145.98	125.00	20.98	1,102.88	1,500.00	73.53%	397.12
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	0.00	250.00	(250.00)	2,674.65	3,000.00	89.16%	325.35
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	0.00	83.33	(83.33)	648.57	1,000.00	64.86%	351.43
10-36-5407 Insurance - Vehicles	181.25	83.33	97.92	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	12,721.52	34,878.94	(22,157.42)	393,017.59	418,710.00	93.86%	25,692.41

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10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	20,825.00	(20,825.00)	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
10-90-5660 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>0.00</u>	<u>37,490.00</u>	<u>(37,490.00)</u>	<u>72,808.38</u>	<u>450,000.00</u>	<u>16.18%</u>	<u>377,191.62</u>
Expense Totals	<u><u>290,204.56</u></u>	<u><u>520,555.77</u></u>	<u><u>(230,351.21)</u></u>	<u><u>5,560,478.44</u></u>	<u><u>6,248,750.00</u></u>	<u><u>88.99%</u></u>	<u><u>688,271.56</u></u>

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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	29,754.72	0.00	29,754.72	300,333.05	0.00	0.00%	(300,333.05)
Revenue Totals	<u>29,754.72</u>	<u>0.00</u>	<u>29,754.72</u>	<u>300,333.05</u>	<u>0.00</u>	<u>0.00%</u>	<u>(300,333.05)</u>
Expense Summary							
Professional/Contract Services	3,083.65	0.00	3,083.65	995,065.08	0.00	0.00%	(995,065.08)
Materials & Supplies	0.00	0.00	0.00	898,585.38	0.00	0.00%	(898,585.38)
Services	4,864.85	0.00	4,864.85	63,363.34	0.00	0.00%	(63,363.34)
Capital Outlay	19,831.97	0.00	19,831.97	440,088.57	0.00	0.00%	(440,088.57)
Expense Totals	<u>27,780.47</u>	<u>0.00</u>	<u>27,780.47</u>	<u>2,397,102.37</u>	<u>0.00</u>	<u>0.00%</u>	<u>(2,397,102.37)</u>

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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	29,754.72	0.00	29,754.72	300,333.05	0.00	0.00%	(300,333.05)
Miscellaneous Totals	29,754.72	0.00	29,754.72	300,333.05	0.00	0.00%	(300,333.05)
Revenue Totals	29,754.72	0.00	29,754.72	300,333.05	0.00	0.00%	(300,333.05)

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Item 8.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	19,831.97	0.00	19,831.97	440,088.57	0.00	0.00%	(440,088.57)
Materials & Supplies	0.00	0.00	0.00	898,585.38	0.00	0.00%	(898,585.38)
Professional/Contract Services	3,083.65	0.00	3,083.65	995,065.08	0.00	0.00%	(995,065.08)
Services	4,864.85	0.00	4,864.85	63,363.34	0.00	0.00%	(63,363.34)
Administration Totals	27,780.47	0.00	27,780.47	2,397,102.37	0.00	0.00%	(2,397,102.37)
Expense Total	27,780.47	0.00	27,780.47	2,397,102.37	0.00	0.00%	(2,397,102.37)

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Item 8.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5206 Professional Services	120.82	0.00	120.82	35,079.07	0.00	0.00%	(35,079.07)
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	2,962.83	0.00	2,962.83	952,245.57	0.00	0.00%	(952,245.57)
12-10-5301 Office Supplies	0.00	0.00	0.00	5,519.46	0.00	0.00%	(5,519.46)
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	3,948.15	0.00	3,948.15	22,945.89	0.00	0.00%	(22,945.89)
12-10-5403 Utilities - Telephone	0.00	0.00	0.00	9,079.12	0.00	0.00%	(9,079.12)
12-10-5405 Insurance - Liability & Prop	0.00	0.00	0.00	27,696.00	0.00	0.00%	(27,696.00)
12-10-5409 Utilities - Water/Sewer	0.00	0.00	0.00	2,260.64	0.00	0.00%	(2,260.64)
12-10-5412 Utilities - Gas	916.70	0.00	916.70	1,381.69	0.00	0.00%	(1,381.69)
12-10-5630 Furniture & Equipment	19,831.97	0.00	19,831.97	440,088.57	0.00	0.00%	(440,088.57)
Administration Totals	27,780.47	0.00	27,780.47	2,397,102.37	0.00	0.00%	(2,397,102.37)
Expense Totals	27,780.47	0.00	27,780.47	2,397,102.37	0.00	0.00%	(2,397,102.37)

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Item 8.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	26,731.53	18,000.00	8,731.53	285,768.09	216,000.00	132.30%	(69,768.09)
Miscellaneous	2,006.64	0.00	2,006.64	18,243.96	0.00	0.00%	(18,243.96)
Revenue Totals	<u>28,738.17</u>	<u>18,000.00</u>	<u>10,738.17</u>	<u>304,012.05</u>	<u>216,000.00</u>	<u>140.75%</u>	<u>(88,012.05)</u>
Expense Summary							
Personnel Services	10,146.47	10,704.73	(558.26)	14,139.60	128,460.00	11.01%	114,320.40
Professional/Contract Services	203.02	2,873.85	(2,670.83)	28,051.02	34,500.00	81.31%	6,448.98
Materials & Supplies	608.92	7,353.89	(6,744.97)	35,424.66	88,276.00	40.13%	52,851.34
Capital Outlay	0.00	6,250.00	(6,250.00)	65,604.81	75,000.00	87.47%	9,395.19
Expense Totals	<u>10,958.41</u>	<u>27,182.47</u>	<u>(16,224.06)</u>	<u>143,220.09</u>	<u>326,236.00</u>	<u>43.90%</u>	<u>183,015.91</u>

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Item 8.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	26,731.53	18,000.00	8,731.53	285,768.09	216,000.00	132.30%	(69,768.09)
Sales Tax Totals	<u>26,731.53</u>	<u>18,000.00</u>	<u>8,731.53</u>	<u>285,768.09</u>	<u>216,000.00</u>	<u>132.30%</u>	<u>(69,768.09)</u>
Miscellaneous							
20-4910 Interest Income	2,006.64	0.00	2,006.64	18,243.96	0.00	0.00%	(18,243.96)
Miscellaneous Totals	<u>2,006.64</u>	<u>0.00</u>	<u>2,006.64</u>	<u>18,243.96</u>	<u>0.00</u>	<u>0.00%</u>	<u>(18,243.96)</u>
Revenue Totals	<u><u>28,738.17</u></u>	<u><u>18,000.00</u></u>	<u><u>10,738.17</u></u>	<u><u>304,012.05</u></u>	<u><u>216,000.00</u></u>	<u><u>140.75%</u></u>	<u><u>(88,012.05)</u></u>

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Item 8.

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	6,250.00	(6,250.00)	65,604.81	75,000.00	87.47%	9,395.19
Materials & Supplies	608.92	7,353.89	(6,744.97)	35,424.66	88,276.00	40.13%	52,851.34
Personnel Services	10,146.47	10,704.73	(558.26)	14,139.60	128,460.00	11.01%	114,320.40
Professional/Contract Services	203.02	2,873.85	(2,670.83)	28,051.02	34,500.00	81.31%	6,448.98
Police Totals	<u>10,958.41</u>	<u>27,182.47</u>	<u>(16,224.06)</u>	<u>143,220.09</u>	<u>326,236.00</u>	<u>43.90%</u>	<u>183,015.91</u>
Expense Total	<u>10,958.41</u>	<u>27,182.47</u>	<u>(16,224.06)</u>	<u>143,220.09</u>	<u>326,236.00</u>	<u>43.90%</u>	<u>183,015.91</u>

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Item 8.

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	6,774.40	6,725.83	48.57	6,774.40	80,710.00	8.39%	73,935.60
20-20-5104 Salaries - Overtime	167.04	666.40	(499.36)	4,160.17	8,000.00	52.00%	3,839.83
20-20-5106 Social Security/Medicare	516.36	515.00	1.36	516.36	6,180.00	8.36%	5,663.64
20-20-5107 TMRS	763.56	740.00	23.56	763.56	8,880.00	8.60%	8,116.44
20-20-5108 Health & Life Insurance	1,834.88	2,000.00	(165.12)	1,834.88	24,000.00	7.65%	22,165.12
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	90.23	11.67	78.56	90.23	140.00	64.45%	49.77
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)	8,084.22	7,500.00	107.79%	(584.22)
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	143.02	1,666.00	(1,522.98)	13,462.63	20,000.00	67.31%	6,537.37
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	80.98	416.67	(335.69)	1,178.62	5,000.00	23.57%	3,821.38
20-20-5314 Computer & Technology	0.00	2,915.50	(2,915.50)	11,978.03	35,000.00	34.22%	23,021.97
20-20-5315 Computer Software/License	0.00	1,541.05	(1,541.05)	10,343.79	18,500.00	55.91%	8,156.21
20-20-5316 Equipment Repair/Parts	0.00	416.67	(416.67)	1,130.02	5,000.00	22.60%	3,869.98
20-20-5317 Equipment & Other Rentals	527.94	999.60	(471.66)	527.94	12,000.00	4.40%	11,472.06
20-20-5328 Small Tools & Minor	0.00	416.50	(416.50)	4,589.20	5,000.00	91.78%	410.80
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	916.22	1,000.00	91.62%	83.78
20-20-5650 Vehicles & Machinery	0.00	6,250.00	(6,250.00)	65,604.81	75,000.00	87.47%	9,395.19
Police Totals	10,958.41	27,182.47	(16,224.06)	143,220.09	326,236.00	43.90%	183,015.91
Expense Totals	10,958.41	27,182.47	(16,224.06)	143,220.09	326,236.00	43.90%	183,015.91

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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Debt Service	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00
Expense Totals	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00

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30 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00
Administration Totals	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00
Expense Total	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00

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30 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	82,442.01	(82,442.01)	330,000.00	989,700.00	33.34%	659,700.00
30-10-5504 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)	0.00	600,000.00	0.00%	600,000.00
Administration Totals	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00
Expense Totals	0.00	140,775.34	(140,775.34)	989,660.00	1,689,700.00	58.57%	700,040.00

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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	0.00	0.00	0.00	79,049.50	0.00	0.00%	(79,049.50)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	80,063.50	0.00	0.00%	(80,063.50)
Expense Totals	0.00	0.00	0.00	80,063.50	0.00	0.00%	(80,063.50)

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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)

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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	80,063.50	0.00	0.00%	(80,063.50)
Administration Totals	0.00	0.00	0.00	80,063.50	0.00	0.00%	(80,063.50)
Expense Total	0.00	0.00	0.00	80,063.50	0.00	0.00%	(80,063.50)

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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	79,049.50	0.00	0.00%	(79,049.50)
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	80,063.50	0.00	0.00%	(80,063.50)
Expense Totals	0.00	0.00	0.00	80,063.50	0.00	0.00%	(80,063.50)

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36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	4,582.46	0.00	0.00%	(4,582.46)
Revenue Totals	<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>

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

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36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	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)

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

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	926.37	0.00	926.37	7,325.31	0.00	0.00%	(7,325.31)
Revenue Totals	<u>926.37</u>	<u>0.00</u>	<u>926.37</u>	<u>7,325.31</u>	<u>0.00</u>	<u>0.00%</u>	<u>(7,325.31)</u>
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>158.90</u>	<u>0.00</u>	<u>0.00%</u>	<u>(158.90)</u>

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Item 8.

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	926.37	0.00	926.37	7,325.31	0.00	0.00%	(7,325.31)
Fines & Forfeitures Totals	926.37	0.00	926.37	7,325.31	0.00	0.00%	(7,325.31)
Revenue Totals	926.37	0.00	926.37	7,325.31	0.00	0.00%	(7,325.31)

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

8/5/2024 3:32:

Item 8.

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 July 31, 2024

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Item 8.

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 July 31, 2024

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Item 8.

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	1,134.82	0.00	1,134.82	8,969.72	0.00	0.00%	(8,969.72)
Revenue Totals	<u>1,134.82</u>	<u>0.00</u>	<u>1,134.82</u>	<u>8,969.72</u>	<u>0.00</u>	<u>0.00%</u>	<u>(8,969.72)</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 July 31, 2024

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Item 8.

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	1,134.82	0.00	1,134.82	8,969.72	0.00	0.00%	(8,969.72)
Fines & Forfeitures Totals	1,134.82	0.00	1,134.82	8,969.72	0.00	0.00%	(8,969.72)
Revenue Totals	1,134.82	0.00	1,134.82	8,969.72	0.00	0.00%	(8,969.72)

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

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Item 8.

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 July 31, 2024

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Item 8.

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 July 31, 2024

8/5/2024 3

Item 8.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,531.52	0.00	1,531.52	13,924.01	0.00	0.00%	(13,924.01)
Revenue Totals	<u>1,531.52</u>	<u>0.00</u>	<u>1,531.52</u>	<u>13,924.01</u>	<u>0.00</u>	<u>0.00%</u>	<u>(13,924.01)</u>
Expense Summary							
Capital Outlay	2,557.50	0.00	2,557.50	190,853.30	0.00	0.00%	(190,853.30)
Expense Totals	<u>2,557.50</u>	<u>0.00</u>	<u>2,557.50</u>	<u>190,853.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(190,853.30)</u>

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

8/5/2024 3

Item 8.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	1,531.52	0.00	1,531.52	13,924.01	0.00	0.00%	(13,924.01)
Miscellaneous Totals	1,531.52	0.00	1,531.52	13,924.01	0.00	0.00%	(13,924.01)
Revenue Totals	1,531.52	0.00	1,531.52	13,924.01	0.00	0.00%	(13,924.01)

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

8/5/2024 3:32:

Item 8.

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	2,557.50	0.00	2,557.50	190,853.30	0.00	0.00%	(190,853.30)
Administration Totals	<u>2,557.50</u>	<u>0.00</u>	<u>2,557.50</u>	<u>190,853.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(190,853.30)</u>
Expense Total	<u>2,557.50</u>	<u>0.00</u>	<u>2,557.50</u>	<u>190,853.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(190,853.30)</u>

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

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	2,557.50	0.00	2,557.50	190,853.30	0.00	0.00%	(190,853.30)
Administration Totals	<u>2,557.50</u>	<u>0.00</u>	<u>2,557.50</u>	<u>190,853.30</u>	<u>0.00</u>	<u>0.00%</u>	<u>(190,853.30)</u>
Expense Totals	<u><u>2,557.50</u></u>	<u><u>0.00</u></u>	<u><u>2,557.50</u></u>	<u><u>190,853.30</u></u>	<u><u>0.00</u></u>	<u><u>0.00%</u></u>	<u><u>(190,853.30)</u></u>

Technology Department

- Comcast Business Proposal and Fiber Pricing:
 - Engaged with Comcast regarding their fiber pricing proposal for the Public Safety building at 3144 Meridiana Pkwy. Noted that Comcast's pricing was higher compared to Astound and that their business fiber service does not include TV, which might require additional streaming services if chosen.
- Cable TV Distribution Configuration:
 - Addressed issues with the cable TV distribution system in the Dispatch Supervisor's office. Datavox confirmed incomplete setup due to an unavailable labeling diagram. Coordinated with Sterling Structures for the diagram and worked with Datavox to schedule follow-up actions.
- Website QR Code Redirection:
 - Resolved issues with QR code redirection on the CivicPlus website. Ensured that the QR code now correctly redirects users from outside the website to the emergency notification system registration page, with successful tests on multiple mobile devices.
- DataVox GCC Migration and Billing Terms:
 - Reviewed and responded to DataVox's GCC migration quote, addressing concerns about sales tax and billing terms. Coordinated with DataVox to finalize the migration scope and forwarded the updated quote to the City Manager and City Attorney for approval, ensuring alignment with budgetary and project requirements.
- Public Works and IT Support Activities:
 - Assisted with critical IT tasks including preliminary configuration of a site-to-site connection method between the old and new City Hall buildings and troubleshooting our phone systems for key personnel, which required firmware updates.
- Network Rack Organization and Optimization:
 - Undertook a significant effort to organize and optimize the network rack equipment and cabling in the Public Works Foreman's office. This task aimed to improve system efficiency and reduce potential downtime by ensuring all equipment was properly connected, laying the groundwork for more effective future maintenance and upgrades.

City Of Iowa Colony

Operations Report for the meeting held on August 12th, 2024.

Management Report Summary

1. Maintenance & Repairs:

- **Wastewater Treatment Plant**
 - i. C.R. 57 S1 – Replaced cracked coupling element for Blower #4.
 - ii. C.R. 57 S1 – Replaced two bad gate valves on plant #1.
 - iii. C.R. 57 S1 – 2 Vactor truck jobs to clean out headworks and chlorine contact basin.
- **Lift Station**
 - i. Green Paradise Dr L2 – Installed new vent fan on lift station control panel.
- **Water Plant**
 - i. Bronze Shore Dr W1 – Ordered and installed new batteries for onsite generator.
 - ii. Bronze Shore Dr W1 – Ordered drip oil for use on both wells #1 & #2.
- **Water Distribution**
 - i. In District – Performed monthly end of line flushing.
- **Sanitary Sewer Collection**
 - i. Nothing to report.
- **Storm Sewer**
 - i. Nothing to report.

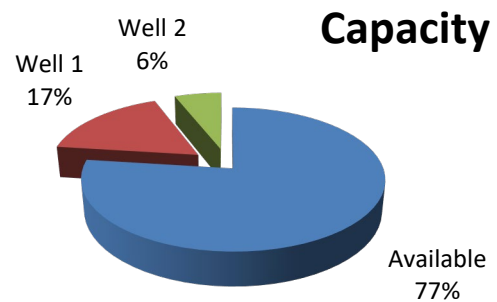
City of Iowa Colony
Production Report

Item 10.

JULY 2024 PUMPAGE X 1,000 GALS								
Date	Well 1	Well 2	Total	Capacity	Purch	From	Sold	To
1	971	0	971	35.5%			0	B053
2	823	0	823	30.0%			0	B053
3	891	141	1,032	37.7%			0	B053
4	871	0	871	31.8%			0	B053
5	1,020	0	1,020	37.2%			0	B053
6	231	132	363	13.3%			0	B053
7	0	651	651	23.8%			0	B053
8	0	398	398	14.5%			0	B053
9	0	628	628	22.9%			0	B053
10	0	709	709	25.9%			0	B053
11	0	582	582	21.2%			0	B053
12	0	646	646	23.6%			0	B053
13	0	525	525	19.2%			0	B053
14	0	675	675	24.6%			0	B053
15	708	0	708	25.9%			0	B053
16	753	0	753	27.5%			0	B053
17	556	0	556	20.3%			0	B053
18	616	0	616	22.5%			0	B053
19	720	0	720	26.3%			0	B053
20	667	0	667	24.4%			0	B053
21	573	0	573	20.9%			0	B053
22	635	0	635	23.2%			0	B053
23	536	0	536	19.6%			0	B053
24	542	0	542	19.8%			0	B053
25	430	0	430	15.7%			0	B053
26	426	0	426	15.6%			0	B053
27	354	0	354	12.9%			0	B053
28	528	0	528	19.3%			0	B053
29	485	0	485	17.7%			0	B053
30	552	0	552	20.2%			0	B053
31	552	0	552	20.2%			0	B053
TOTAL:	14,440	5,087	19,527		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	135,434	45%	6	7

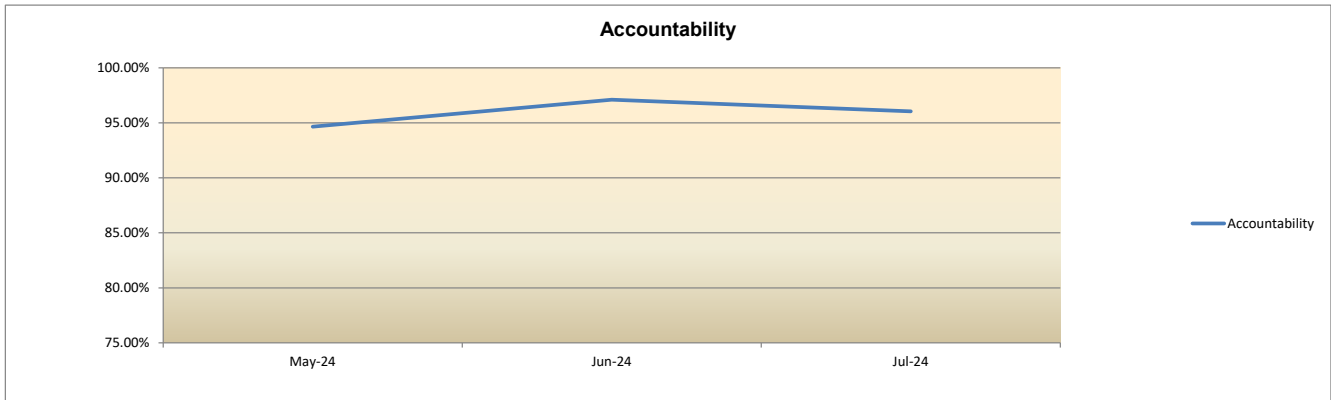
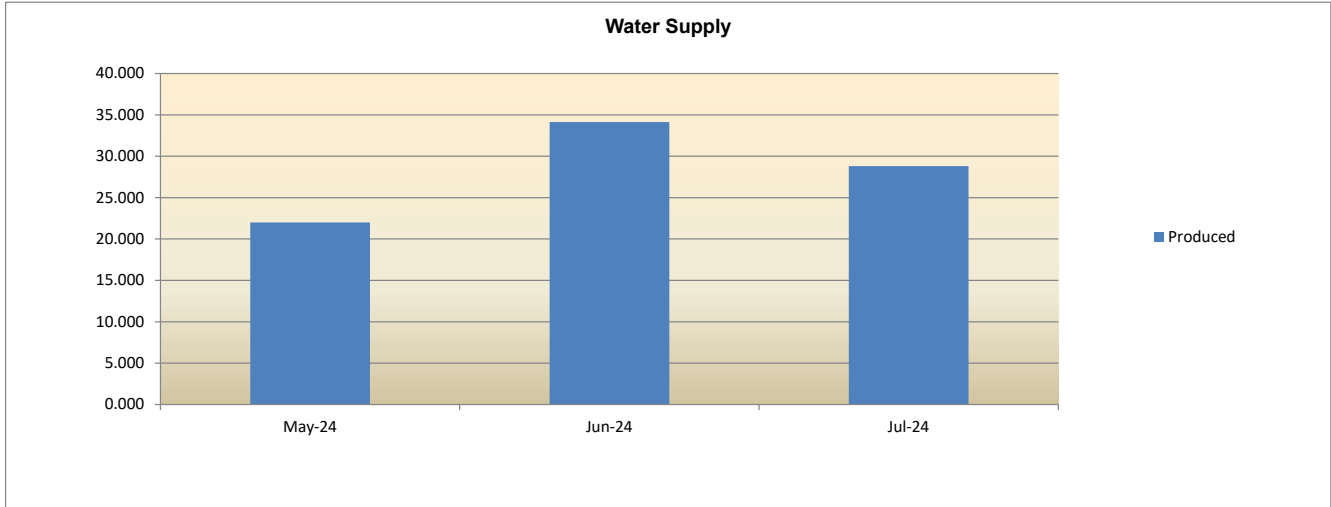
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
1	6/1/23	1311	1,888
2	5/16/24	622	851
TOTAL			2,739



City of Iowa Colony Accountability Report

Item 10.

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%



City of Iowa Colony
Wastewater Treatment Plant

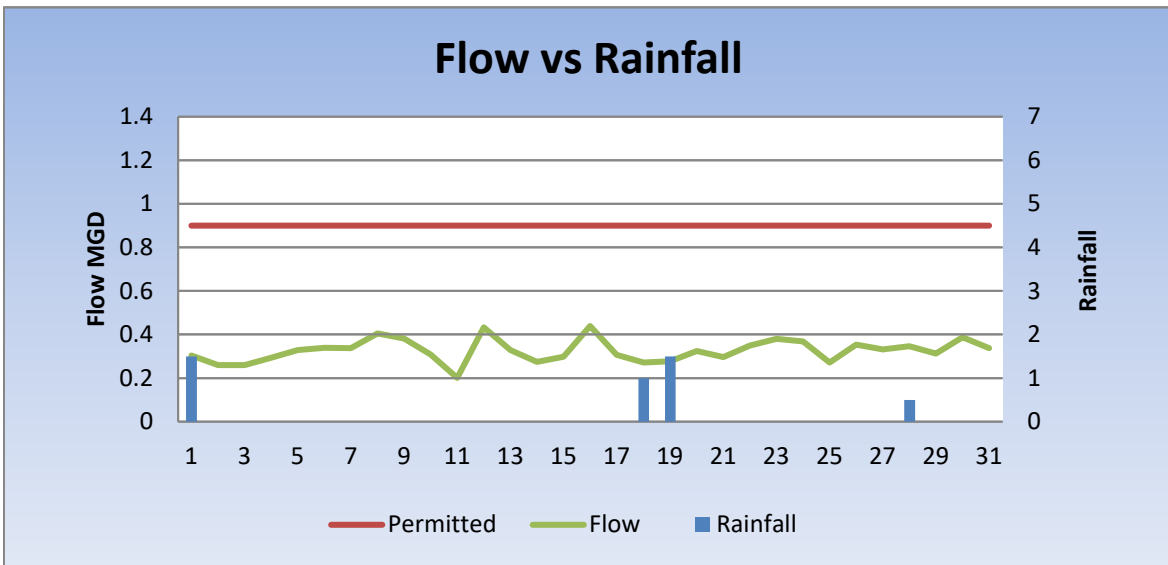
Item 10.

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

Design: 0.900 MGD
Utilized 35.4%

PARAMETER		UNITS	PERMIT LIMITS	Jun-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	7.2	0
Total Suspended Solids:	Avg	lbs / day	113.0	8.7	0
	Avg	mg / l	15.0	3.8	0
	Max	mg / l	40.0	6.0	0
Ammonia:	Avg	lbs / day	23.0	0.5	0
	Avg	mg / l	3.0	0.2	0
	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.32	0
2-Hour Peak Flow:	Max	gpm	3.60	0.59	0
Chlorine:	Min	mg / l	1.0	1.3	0
	Max	mg / l	4.0	2.6	0
E.coli:	Avg	CFU/100ml	126	1.0	0
	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	75.0	6.1	0
	Avg	mg / l	10.0	2.6	0
	Max	mg / l	25.0	3.2	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	4.5	SSO Gallons:	0



City of Iowa Colony Customer Billing Report

Item 10.

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

Collected Amount

Penalty	\$ 989.16	\$ 1,235.79
Water	\$ 73,350.49	\$ 18,436.58
Sewer	\$ 70,070.57	\$ 32,364.12
Garbage Tax	\$ 2,445.15	\$ -
Garbage Tax	\$ 30,376.43	\$ -
Franchise	\$ 3,880.71	\$ -
Voluntary Fire	\$ 3,196.78	\$ 1,562.51
Grease Trap	\$ 134.00	\$ 60.00
Deposit	\$ 3,175.00	\$ 2,785.00
Transfer Fee	\$ 1,015.00	\$ 930.00
Miscellaneous	\$ 10,816.28	\$ 1,440.95
TOTAL COLLECTED	\$ 199,449.57	\$ 58,814.95
OVERPAYMENT	\$ 7,574.11	\$ 2,692.92
TOTAL COLLECTED	\$ 207,023.68	\$ 61,507.87

Billed Amounts

Water	\$ 109,572.03	\$ 130,677.91
Sewer	\$ 43,078.32	\$ 42,717.50
Garbage Tax	\$ 3,705.48	\$ 3,672.63
Garbage	\$ 45,007.20	\$ 44,608.20
Franchise Fee	\$ 7,631.66	\$ 8,669.10
Voluntary Fire	\$ 4,926.00	\$ 4,926.00
Grease Trap	\$ 134.00	\$ 134.00
Deposit	\$ 2,900.00	\$ 2,075.00
Transfer Fee	\$ 970.00	\$ 620.00
Miscellaneous	\$ 500.00	\$ 100.00
TOTAL BILLED	\$ 218,424.69	\$ 238,200.34

Aged Receivables

30 Days Arrears	\$ 112,109.23	\$ 67,250.86
60 Days Arrears	\$ 16,121.92	\$ 22,994.56
90 Days Arrears	\$ 10,927.55	\$ 5,649.08
Over 120 Days Arrears	\$ 7,424.41	\$ 5,436.05
Previous Month Overpymt	\$ (6,883.70)	\$ (5,256.77)
Total Aged Receivables	\$ 139,699.41	\$ 96,073.78
Current Month Overpymt	\$ (8,348.56)	\$ (7,939.43)
TOTAL LESS OVERPYMT	\$ 131,350.85	\$ 88,134.35
TOTAL RECEIVABLES	\$ 349,775.54	\$ 326,334.69

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, APPROVING A CRIME CONTROL AND PREVENTION PLAN AND BUDGET; PROVIDING A SAVINGS CLAUSE AND EFFECTIVE DATE

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

SECTION 1. That this Resolution is authorized by Chapter 363 of the Texas Local Government Code.

SECTION 2. That after due notice as required by law, the City Council of the City of Iowa Colony, Texas, held a public hearing on the attached budget for the Iowa Colony Crime Control and Prevention District, which also includes a crime control plan. The City Council hereby approves that document in the same form as previously approved by the Board of Directors of the Iowa Colony Crime Control and Prevention District.

SECTION 3. That if any part of this resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this resolution shall remain in full force and effect.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

READ, PASSED AND ADOPTED ON AUGUST 12, 2024.

CITY OF IOWA COLONY

WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

IOWA COLONY CRIME CONTROL AND PREVENTION DISTRICT
FY24/25 PROPOSED BUDGET
PROGRAM AREA BY ACTIVITY

COMMUNICATIONS DIVISION

These funds will be utilized to provide funding, including salaries and benefits, for two full-time Communication Operators within the Communications Division.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5101	Salaries – Full-Time	80,710.00	81,140.00
20-20-5104	Salaries – Overtime	3,000.00	3,000.00
20-20-5106	Social Security/Medicare	6,180.00	6,210.00
20-20-5107	TMRS	8,880.00	8,930.00
20-20-5108	Health & Life Insurance	24,000.00	28,000.00
20-20-5109	Worker's Comp	330.00	330.00
20-20-5110	Texas Workforce Commission	140.00	90.00
20-20-5114	Benefits Admin Fees	220.00	150.00

OVERTIME

Funds allocated will provide for patrols in neighborhoods identified as needing special attention by law enforcement. These patrols will focus on reducing the crime rate and improving the quality of life for citizens in the affected areas. Funds allocated will also provide for necessary overtime during community relations projects and events.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5104	Salaries - Overtime	5,000.00	5,000.00

COMMUNITY RELATIONS

The department will utilize funds for community relations and involvement. Funds will also be used to purchase public relations items for community events.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5303	Public Education & Training Materials	4,000.00	12,610.00

TECHNOLOGY

Funds will be used to upgrade and enhance technology within the department. This includes upgrades to computers and servers, new computer programs, and various other needs. Funds will also be used to pay for current software licenses, updates, and other technical fees for programs utilized by the police department.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5314	Computer & Technology Equipment	25,000.00	10,000.00
20-20-5315	Computer Software & License	18,500.00	19,540.00
20-20-5230	Radio Service	5,400.00	6,500.00
20-20-5328	Small Tools & Minor Equipment	5,000.00	5,000.00

INVESTIGATIONS

Funds allocated will be used to provide equipment and training to conduct complex criminal investigations.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5222	Investigations	1,600.00	3,000.00
20-20-5307	Investigation Supplies	776.00	16,000.00

TRAINING

The department will utilize these funds to pay tuition, per-diem, and travel-related expenses for officers to attend specialized training in various topics.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5223	Training & Travel	10,000.00	15,000.00

POLICE EQUIPMENT

These funds will purchase upgrades to equipment and new equipment, as well as maintain existing equipment for police officers. Items include but are not limited to, window tint meters, portable breath testers, speed lidars, and other equipment for use by officers in the field.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5309	Uniforms	5,000.00	5,000.00
20-20-5316	Equipment Repair/Parts	5,000.00	5,000.00
20-20-5317	Equipment & Other Rentals	4,000.00	23,000.00

PROFESSIONAL SERVICES

These funds will be utilized for outside services that provide customized, knowledge-based services to the police department.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5206	Professional Services	7,500.00	7,500.00

POLICE OPERATIONS

Funds allocated will be used to provide miscellaneous equipment and supplies for the daily operation of all divisions within the police department.

GL Code	Description	Approved FY23/24	Proposed FY24/25
20-20-5301	Office Supplies	2,000.00	2,000.00
20-20-5330	Miscellaneous	1,000.00	1,000.00

ONE-TIME EXPENDITURES

These funds will be used or encumbered for larger projects such as police department vehicles with associated equipment, personal protective equipment, forensic mapping tools, and other projects.

GL Code	Description	Proposed FY24/25
20-20-5206	Professional Services	5,000.00
20-20-5317	Equipment & Other Rentals	20,000.00
20-20-5650	Vehicles & Machinery*	50,000.00

*One-time expenditures from the fund balance.
 Fund Balance September 30, 2023 - \$471,405.40
 Proposed Expenditures this budget - \$75,000.00
 Remaining Balance - \$421,405.40

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA COLONY TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT–MITIGATION (CDBG-MIT) PROGRAM; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM

WHEREAS, the City of Iowa Colony desires to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, the City of Iowa Colony desires a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, the City of Iowa Colony aims to Affirmatively Further Fair Housing by identifying projects that overcome or do not increase patterns of residential segregation based on race, color, religion, national origin, sex, disability or family status; and

WHEREAS, it is necessary and in the best interests of the City of Iowa Colony to apply for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program;

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

SECTION 1. That a Community Development Block Grant – Mitigation (CDBG-MIT) application is hereby authorized to be filed by the City of Iowa Colony with the General Land Office for the recovery and mitigation efforts under the CDBG-MIT Resilient Communities Program.

SECTION 2. That the project detailed within the application will develop, update, adopt, and implement a forward-looking Comprehensive Plans that integrates hazard mitigation planning to ensure structures built within the community can withstand future hazards.

SECTION 3. That the CDBG-MIT Application request amount be filed for up to \$300,000.00 for a comprehensive plan and zoning ordinance.

SECTION 4. That the City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Community Development Block Grant – Mitigation (CDBG-MIT) Program.

SECTION 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, civil rights requirements, and administrative requirements.

READ, PASSED AND ADOPTED ON AUGUST 12, 2024.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

**DEVELOPMENT AGREEMENT BY AND AMONG
THE CITY OF IOWA COLONY, TEXAS, AND
MAPLE FARMS HOLDINGS, LLC ET AL.**

This Development Agreement (the “Agreement”) is entered into effective August 12, 2024, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the “City”); MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successor or assigns (“Maple Farms”), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns (“521 Opportunity”); GREGORY LLOYD MILLER TRUST, or its successor or assigns (“Gregory Lloyd Miller Trust”); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns (“Gen-Skip”) (each, a “Developer” and, collectively, the “Developers”).

RECITALS

Developers collectively own approximately 807.8 acres of land that is within: (i) the extraterritorial jurisdiction of the City of Alvin, Texas (“Alvin”); (ii) the extraterritorial jurisdiction of the City of Sandy Point, Texas (“Sandy Point”); and (iii) unincorporated Brazoria County, Texas, which acreage is more particularly shown in Exhibit A (the “Tract”). The City and Developers wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 90 (the “District”) will be created to encompass the Tract. The Developers intend to develop the Tract for single-family residential and commercial uses. The development will occur in phases, and the Developers anticipate that each phase will be platted separately.

The City and the Developers agree that the development of the Tract can best proceed pursuant to this Agreement and pursuant to the Utility Agreement (defined hereinafter).

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract (the “Project”). The City and the Developers are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developers agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Iowa Colony, Texas.

City Development Ordinances means each and every ordinance adopted by the City regulating the development of land and/or building codes of any nature within the City's limits in effect as of the execution of this Agreement, as may be amended from time to time.

Commission means the Texas Commission on Environmental Quality and its successors.

Consent Ordinance means the City's Resolution No. _____, attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County Municipal Utility District No. 90 in accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, each as amended.

County means Brazoria County, Texas.

District means Brazoria County Municipal Utility District No. 90, a municipal utility district intended to be duly created by special act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

HOA means the homeowners and/or property association(s) created to serve the property within the District.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Plan of Development means the plan for the proposed development of the Tract, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Planning Commission means the Planning and Zoning Commission of the City.

Utility Agreement means the *Utility Functions Agreement between the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller, Trustee of the Gregory Lloyd Miller Trust, and Gen-Skip LLC on behalf of Brazoria County Municipal Utility District No. 90* dated August 12, 2024.

Tract means all the land described in the attached **Exhibit A**.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02. Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

<u>Exhibit A</u>	The Tract
<u>Exhibit B</u>	Plan of Development
<u>Exhibit C</u>	Consent Ordinance
<u>Exhibit D</u>	Utility Functions Agreement
<u>Exhibit E</u>	Annexation Petition

ARTICLE II. DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

Section 2.01. Introduction. The Tract is to be developed as a predominantly single-family community with some commercial uses. The land uses within the Tract shall be typical of a single-family development with single-family residential, educational, commercial, institutional, and/or recreational facilities.

Section 2.02. Plans and Approvals. In accordance with the Consent Ordinance, the Developers agree to submit all plans and specifications for infrastructure within the Tract to the City for review and approval in accordance with the City's applicable codes, regulations and ordinances prior to commencing construction of any such improvements.

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract is a large tract comprising approximately 807.8 acres intended to be subdivided as additional units in the same subdivision, the Developers have submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

(b) The Developers shall develop the Tract in accordance with the Plan of Development. Due to its size and complexity, the parties acknowledge that the Tract will be developed in phases. The parties agree that any changes, additions, or alterations to the Plan of Development will be done only as may be consistent and in compliance with

the Plan of Development. The parties recognize that the Plan of Development has categories of land use and acreage and/or number of lots assigned to each category.

Section 2.04. Platting. The Developers are required to plat any subdivision of the Tract in accordance with the terms of this Agreement, the terms of any other agreement between the City and the Developer, and the requirements of all applicable City ordinances and procedures as they relate to development within the City's corporate limits, regardless of whether the property involved is then in the City's corporate limits or extraterritorial jurisdiction.

Section 2.05. Reserved.

Section 2.06. Costs. Developers agree to bear all out-of-pocket expenses incurred by the City with regards to the City's review and analysis necessary to implement the Project as described herein, including without limitation such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. Developers agree to deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide Developers with appropriate documentation of such expenses and the remaining balance of the Developers' deposit. As such deposit is depleted, the City will request additional funds, which Developers agree to pay within forty-five (45) days of receipt of such a request. The City will cease all work on the Project if the deposit is not replenished as needed as the City does not have funds available for such expenses. Developers further agree to pay, or cause to be paid, all fees and charges imposed by the City pursuant to and in accordance with the City Development Ordinances and any and all other City ordinances that concern or may concern the development of the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

Section 2.07. Termination. The obligations of the Developers and the City to perform under this Agreement are expressly contingent upon Developers causing the Tract to be removed from the extraterritorial jurisdiction(s) of both Sandy Point and Alvin ("Removal"). Within thirty (30) days of Removal, Developers shall provide written notice to the City of such event. Should Removal not occur on or before January 31, 2025, this Agreement shall automatically terminate, and shall be declared null and void.

**ARTICLE III.
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE
ORDINANCES**

Section 3.01. Regulatory Standards and Development Quality. Developers agree that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developers shall provide streets, drainage, utilities, parks, recreational

facilities and roads in accordance with the City-approved Plan of Development at Developers' sole cost; provided, however, the Developers may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developers will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before the Developers award a construction contract for such improvements, and the Developers shall not proceed without City approval thereof. Developers shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. These guidelines shall be sent to the City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

(a) Developers agree that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developers are responsible for the design and construction of the Water Facilities and Wastewater Facilities (as those terms are defined in the Utility Agreement), as well as all internal water, sewer, and drainage facilities. The City will provide retail water and sewer service to customers within the Tract (as well as garbage services), all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit D**. Following acceptance by the City of the water, sewer, and drainage facilities (excluding storm water detention facilities), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. After the District has substantially completed construction, as deemed by the City Engineer, any of its water, sewer and drainage facilities (other than storm water detention facilities), the City may, upon written notice to the District, require that the District convey such facility to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than storm water detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing; provided, however, such acceptance by the City shall not be unreasonably conditioned, withheld, or delayed. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City, subject to the Utility Agreement. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District. To the extent of any

conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

(b) Each Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of eligible facilities to the extent allowed by law.

Section 3.03. Open Space and Recreational Facilities. The City acknowledges and agrees that the Developers may make provisions for open spaces and recreational facilities to serve the Tract to be financed, developed and maintained by the District or by the HOA, to the extent authorized by state law and consistent with this Agreement, the Utility Agreement, the Plan of Development, and the City Development Ordinances. The Developers agree that any such amenities may be dedicated to the HOA and/or to the District for ownership and operation and shall not be the responsibility of the City, unless and until the District is dissolved, at which time the City may elect to accept ownership of any such amenities having been owned by the District; provided that any amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developers shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developers shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, as provided for in more detail on the Plan of Development attached hereto as **Exhibit B**, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

Section 3.04. Road Facilities. All public roads shall be designed and constructed in compliance with the City Development Ordinances and the Utility Agreement; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the City will not accept for ownership and maintenance. Plans for construction of roads by the Developers shall be submitted to the City for review and approval, and the City shall have the right to inspect the roads during construction.

Section 3.05. Annual Reports. The Developers will provide annual reports to the City regarding construction of improvements by the Developers and the District, the total number of new residences and connections in the District and such other information regarding the development as the City may reasonably require.

Section 3.06. Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developers to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

Section 3.07. Density and Minimum Lot Requirements. The Developers agree that the density requirements and minimum lot requirements associated with the development of the Tract shall be in accordance with the Plan of Development, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Section 3.08. Application of City Ordinance(s). Any reference herein to the application of any ordinance of the City shall mean that the ordinance described shall apply to the Tract, regardless whether the property involved is in the City's corporate limits or extraterritorial jurisdiction.

ARTICLE IV. MUNICIPAL UTILITY DISTRICT

Section 4.01. Municipal Utility District. Contemporaneously with the execution of this Agreement, the City approved a Resolution consenting to creation of the District, and the City agrees that the Resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developers or the District if requested to do so.

Section 4.02. Annexation of the Tract.

- a. De-Annexation Efforts. The parties agree to fully cooperate and use reasonable efforts, pursuant to Local Government Code Chapter 42, Subchapter (D), to effectuate the de-annexation of the Tract from any portion of Alvin's and Sandy Point's extraterritorial jurisdiction.
- b. Annexation into City Limits. Within 30 days of the Tract's Removal, the Developers shall submit to the City a petition, in substantially the form attached hereto and incorporated herein in full, signed by all entities with a right to purchase, or with ownership of, the Tract or any portion thereof not then within the City's corporate limits, requesting that all land included

in the Tract that is not then located within the City's corporate limits be annexed into those limits by the City. Developers shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developers agree to obtain such additional title reports and petitions for annexation, such as petitions from lienholders on the Tract, as the City deems necessary or advisable after review of the title report or at any other time. Such additional petitions shall be substantially in the form attached hereto and shall be submitted to the City within thirty days of receipt of a request from the City. If the petition, title report, and/or additional petitions, if any, are not submitted timely, the City may refuse to issue any further building permits or plat approvals for the Tract. The City shall promptly act to approve the petitions and complete the annexation of the Tract. The intent of this Agreement is to obligate the Developers to deliver all annexation petitions necessary for the City to annex the Tract.

Section 4.03. Utility Agreement. After approval of the creation of the District by the TCEQ and within forty-five (45) days after the election confirming creation of the District, Developers shall use commercially reasonable efforts to cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit D**. Should the District fail to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation election following its creation, this failure will constitute an event of default pursuant to Article V below.

ARTICLE V. MATERIAL BREACH, NOTICE AND REMEDIES

Section 5.01. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developers follow the development plans as set out in the Plan of Development.

(a) The parties acknowledge and agree that any material deviation from Plan of Development and the concepts of development contained therein and any material deviation by a Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by a Developer shall be deemed to have occurred in any of the following instances:

1. A Developer's failure to develop the Tract in compliance with this Agreement and the approved Plan of Development, as from time to time amended; or a Developer's failure to secure the City's approval of any material or significant

modification or amendment to the Plan of Development;

2. The District's failure to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation following its creation;

3. Any annexation of territory into the District without first obtaining consent from the City; or

4. Failure of a Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.

(b) The parties agree that nothing in this Agreement can compel a Developer to proceed or continue to develop the Tract within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. Enforcement by the City of any City ordinance within the Tract that violates the terms and conditions of this Agreement;

2. City's refusal to approve plats, development plans, or permits where the same comply with the Plan of Development and this Agreement; and

3. The City's unreasonable conditioning, withholding, or delaying approval of a plat of land within the Tract that complies with the requirements of this Agreement, as specifically described in Section 2.04.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article V shall provide the remedies for such default.

Section 5.02. Notice of Developer's Default.

(a) The City shall notify the Developers in writing of an alleged failure by a Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by such allegedly defaulting Developer for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has

occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer by a method and within a time reasonably satisfactory to the City. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.03. Notice of City's Default.

(a) A Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as a Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by the City for accomplishing such cure.

(b) A Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City by a method and within a time reasonably satisfactory to the Developer. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

(c) In the event that a Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If a Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then a Developer may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.04. Mediation. In the event the parties to this Agreement cannot, within

a reasonable time, resolve their dispute pursuant to the procedures described in Sections 5.02 or 5.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within ten (10) business days after the mediation is initiated. The parties participating in the mediation shall share the costs of the mediation equally.

Section 5.05. Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching party. In addition to all other remedies, the City may refuse to grant any additional building permits for construction within the Tract subject to this Agreement until the default is remedied to the reasonable satisfaction of the City.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VI.

BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developers, and their successors or assigns. Nothing herein shall be interpreted to establish any third party beneficiaries.

Section 6.02. Term. This Agreement shall bind the parties and continue for forty (40) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the Developers. Upon the expiration of forty (40) years from the date of this Agreement, this Agreement may be extended, at the Developers' request and with City Council approval, for successive one-year periods.

Section 6.03. Assignment. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on

such Successor Developer. For purposes of this Section 6.03, a Developer’s sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.01. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“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, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days 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, Texas
3144 Meridiana Parkway
Iowa Colony, Texas 77583
Attn: City Manager

- Maple Farms: Maple Farms Holdings LLC
1333 West Loop South, Suite 910
Houston, Texas 77027
Attn: Mr. Itiel Kaplan
itiel@mapledevelopmentgroup.com

- 521 Opportunity: 521 Opportunity LLC
24000 Aj Foyt Road
Hockley, Texas 77447

Attn: Mr. Mark Terpstra
Mark@Texaslandinvestments.net

Gregory Lloyd Miller Trust: Gregory Lloyd Miller Trust
 3 Wexford Court
 Houston, Texas 77024
 Attn: Mr. Gregory Miller
greg@gregorylmiller.com

Gen-Skip: Gen-Skip LLC
 3 Wexford Court
 Houston, Texas 77024
 Attn: Mr. Gregory Miller
greg@gregorylmiller.com

District: Brazoria County Municipal Utility District No.
 90
 c/o Allen Boone Humphries Robinson LLP
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027
 Attn: Mr. Robert A. Seale
rseale@abhr.com

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 (5) 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.

Section 7.02. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 7.03. Disclosures by City. The City of Iowa Colony, Texas makes the disclosures in this section.

- a. The Developers are not required to enter into this agreement.
- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Developer, or pursuant to a strategic partnership under Section 43.0751 of the Texas Local Government Code.
- c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, unless the land is annexed pursuant to a strategic partnership agreement under Section

43.0751 of the Texas Local Government Code. If the land is taxed agriculturally or as wildlife habitat, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the Developers reject that offer. The Developers must request the annexation in writing. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

- d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the Developers is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.
- e. The procedures for this annexation require either the Developers' consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code.
- f. This Agreement, if accepted by the Developers, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

Section 7.04. Statutory Verifications. The Developers make the following verifications in this section:

- a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.
- b. No Boycott of Firearms. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade

association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code.

- c. Chapter 2252, Texas Government Code. Each Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.
- d. Form 1295. Each Developer represents that it has completed a TEC form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developers and the City has not verified such information.

Section 7.05. Vested Rights. Upon the mutual execution of this Agreement, the City and Developers agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g).

Section 7.06. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 7.07. 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.

Section 7.08. 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.

Section 7.09. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable

laws.

Section 7.10. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 7.11. 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.

Section 7.12. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developers shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any applicable City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 7.13. 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. Each Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 7.14. Builder Participation. Developers shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developer's supervision or control, working on the Project shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to the Project in the amount of \$1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the Project to the Tract.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 2024.

CITY OF IOWA COLONY, TEXAS

ATTEST:

APPROVED: _____

CITY SECRETARY

MAPLE FARMS HOLDINGS LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

521 OPPORTUNITIES LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

GREGORY LLOYD MILLER TRUST

By: _____

Name: _____

Title: _____

GEN-SKIP LLC,

a Louisiana limited liability company

By: _____

Name: _____

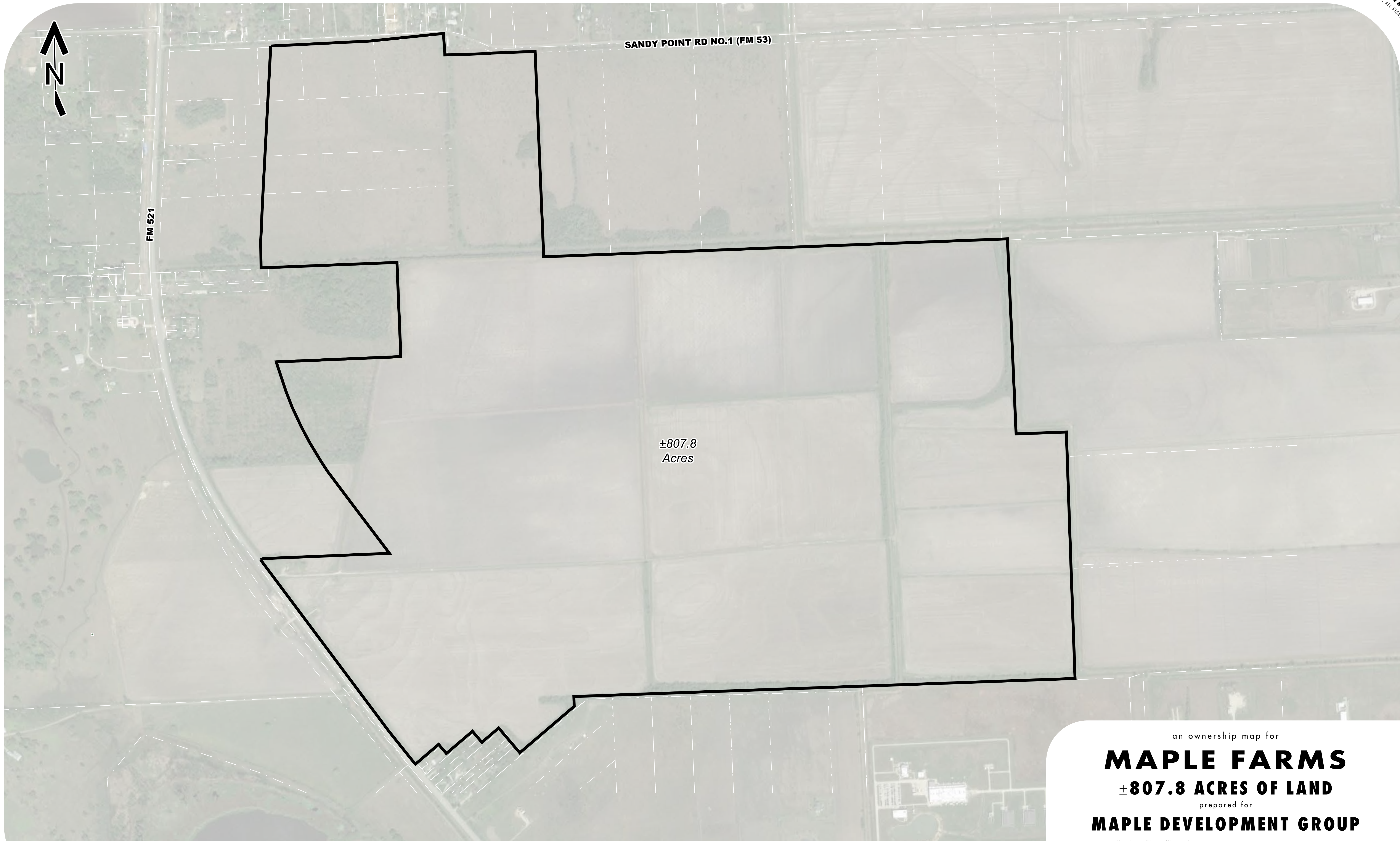
Exhibit A
The Tract

Exhibit B
Plan of Development

Exhibit C
Consent Ordinance

Exhibit D
Utility Functions Agreement

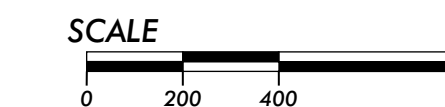
Exhibit E
Annexation Petition



an ownership map for
MAPLE FARMS
 ±807.8 ACRES OF LAND
 prepared for
MAPLE DEVELOPMENT GROUP



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-45005
 AUGUST 5, 2024

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EXHIBIT A

Maple Farms Plan of Development

Submitted to:

The City of Iowa Colony

July 2024

Prepared for:

Maple Development Group

Prepared by:



Plan of Development

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Maple
Farms

The City of Iowa Colony

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Plan of Development

I. INTRODUCTION

A. Summary

The Planned Unit Development District establishes comprehensive guidance and regulations for the Maple Farms project (the “Project”). The Project is comprised of approximately 900 acres of privately owned land that is partially within unincorporated Brazoria County and the extraterritorial jurisdictions (ETJ) of the City of Sandy Point and the City of Alvin, and is directly adjacent to the corporate limits of the City of Iowa Colony, with the intent of annexation into the City of Iowa Colony (the “City”).

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

B. Purpose of the Project

The Project will create a cohesive community atmosphere that will compliment and bring to life the City of Iowa Colony’s vision for the future of Iowa Colony. In planning this development, the developer reached out to the City for its goals for Iowa Colony and regionalization. The guidelines within this document will create regulations that will ensure the quality and character desired by both the City and the developer.

C. Project Location

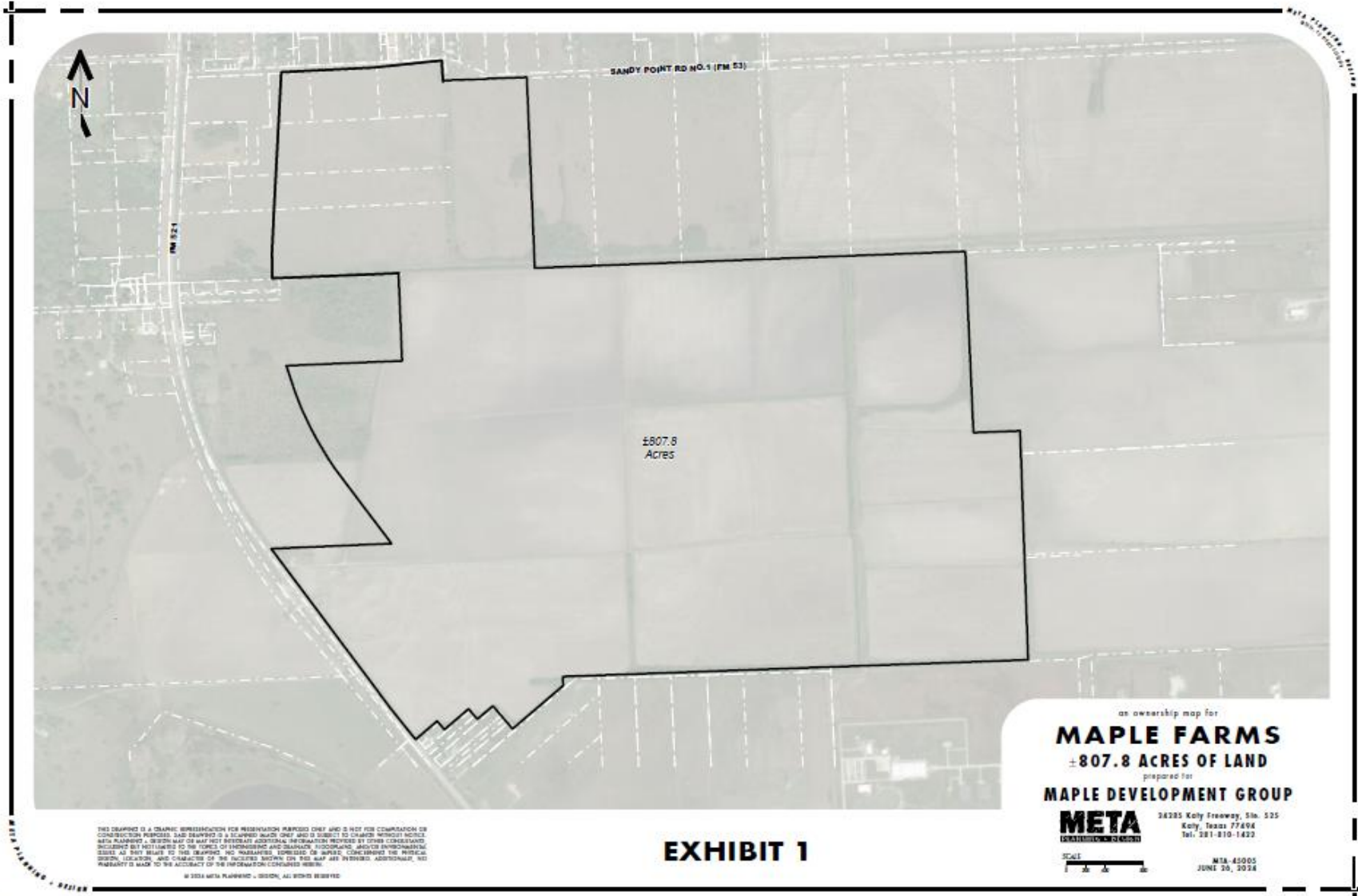
The Project Property is located generally west of State Highway 288 and in Brazoria County, south of the metro Houston area, between FM 53 on the north and FM 521 on the west. The Grand Parkway (TX-99) is proposed to bisect the Property at the northeast corner. Future CR 55 will extend from north to south through the Project.

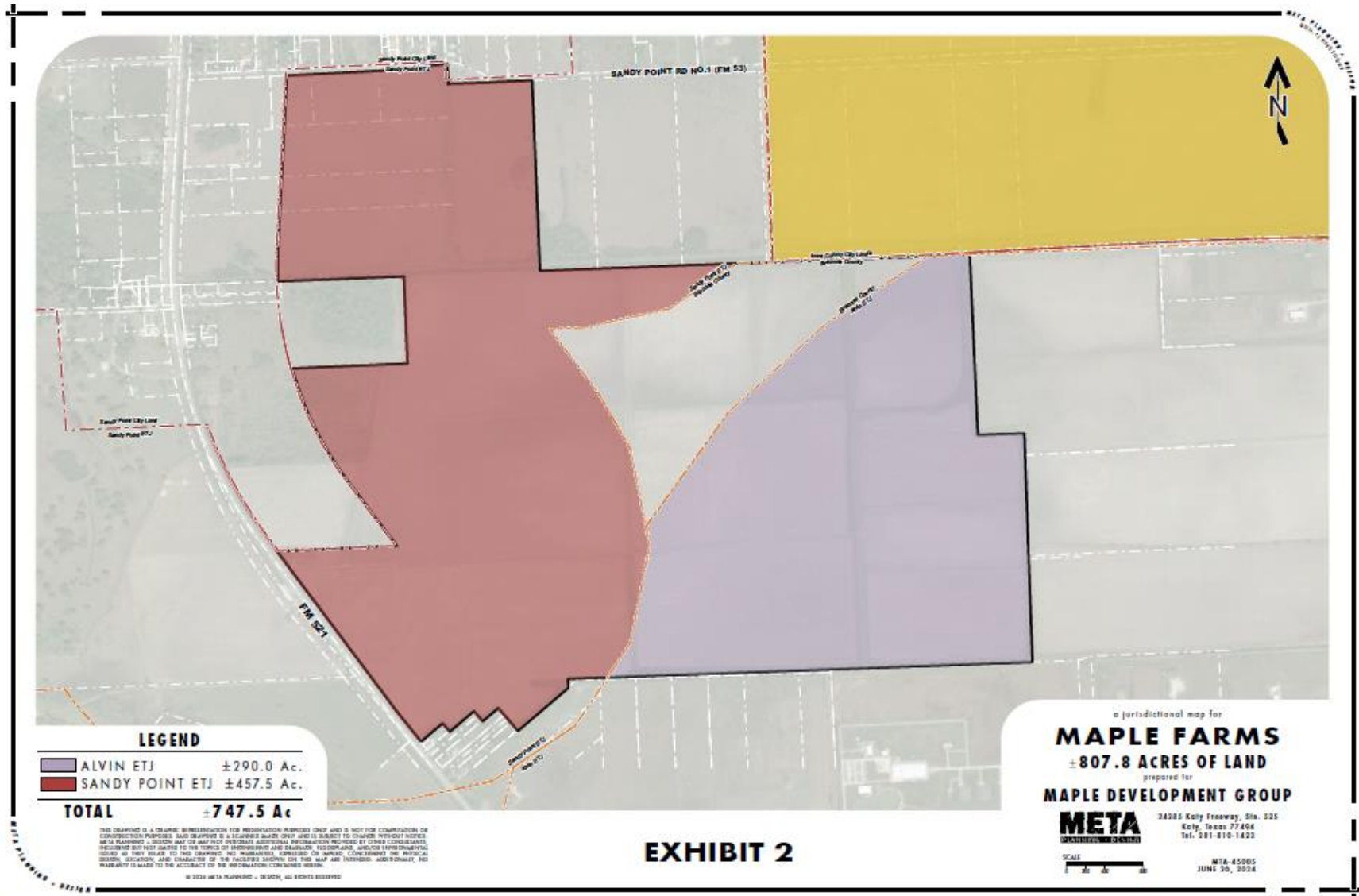
D. Surrounding Land Use

The majority of properties surrounding the Project Property are undeveloped with some existing large lot single family development in nearby areas.

F. Existing Site Conditions

The existing character of the property is primarily agricultural land and open pastureland. A significant amount of the tract will be retained for open space, drainage, and mitigation areas as the Project is developed.





Plan of Development

II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations within the plan area and guide the implementation of the vision for the community. It will also establish a framework for the Project by identifying the type, general location, and projected density of the various land uses proposed within the development.

This document describes the goals, objectives, and policies of the Plan of Development, and it clearly illustrates the design principles of the community.

B. Goals & Objectives

The main goal of the Planned Unit Development District is to create a master planned community that features a mixture of uses and a variety of housing types that will encourage attractive and sustainable neighborhoods and attract investment to the area while preserving the existing natural environment.

Key objectives have been established in order to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character

A strong community character will be created by the extensive open space system which will offer neighborhood connectivity within the community as well as access to daily activities, thus reducing dependency on vehicular travel and preserving the rural character of the area.

Strategically located public gathering areas will encourage community activities and enhance the City Council’s vision for Iowa Colony’s quality of life. A focus on the concept of wellness will be a guiding principle for development.

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

2. Provide a Variety of Housing Types

Providing variation of housing types will create a community that attracts individuals from all stages of life. The establishment of this well-balanced population base is critical to the long-term sustainability of the Project and will enhance the social and economic base of the community and compliment all of Iowa Colony.

3. Ensure Quality Development

The Project will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements of the development.

Plan of Development

4. Provide for Orderly Growth

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

In addition, the Project will help the City achieve a highly efficient and cohesive public infrastructure system to better serve Iowa Colony.

C. Zoning/Land Use Plan

1. Proposed Uses & Densities

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

To implement the conceptual land use plan, the Project will be designated a Planned Unit Development. The land uses within the Planned Unit Development will consist of Traditional Single-Family Residential (TSFR), Patio Home (PH), Townhome (TH), Quads (Q), Alley Products (AP), Multi-Family (MF), Commercial (C), Institutional (I), Mixed-Use (MU), and Parks & Open Space (POS). The various land uses will follow the development requirements for their assigned zoning districts as described in the Zoning Ordinance as of the Effective Date unless otherwise noted throughout this Plan of Development. The land uses may be relocated within the boundaries of the Plan of Development as necessary to address economic and market conditions or future modifications of roadway and drainage alignments. The following is a brief description of these proposed uses.

Traditional Single Family Residential - The Traditional Single-Family Residential category (TSFR) is intended for the development of detached, single family dwelling units. Lot sizes within the Traditional Single-Family Residential category are intended to range in size from 40-foot-wide lots to 70-foot-wide lots or larger with a minimum lot area of 4,600 square feet. Traditional single-family residential will be broken into three categories:

Type I: Type I traditional single-family residential lots will have a minimum lot width of 60-feet and a minimum square footage of 6,600. Typical 60' lots or wider would be encompassed in this residential type.

Type II: Type II traditional single-family residential lots will have a minimum lot width of 50-feet and a minimum square footage of 6,000. Typical 50' and 55' lots would be encompassed in this residential type.

Type III: Type III traditional single-family residential lots will have a minimum lot width of 40-feet and a minimum square footage of 4,600. Typical 40' and 45' lots would be encompassed in this residential type.

Specialty product:

Patio Home – The Patio Home category (PH) provides for the development of single-family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet. Patio homes shall have a minimum lot width of 40 feet and a minimum lot area of 4,400 square feet.

Townhome – The Townhome category (TH) provides for the development of attached, single family dwelling units separated by a fire rated wall. Each of the buildings is expected to consist of a minimum of two (2) units with a maximum of eight (8) units and shall be separated by a minimum of ten (10) feet between structures. Each townhome unit shall be platted on an individual lot and shall have a minimum lot width of 22 feet and a minimum lot area of 2,200 square feet.

Quads – The Quads category (Q) provides for the development of four (4) single-family dwelling units taking access from a shared drive. Each lot shall have street frontage, some of which may consist of flag lots overlapping the shared drive. Each lot within a quad shall have a minimum lot area of 3,500 square feet and the four-pack shall have a minimum width of 120 feet.

Alley Product – The Alley Product category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and/or alley frontage taking garage access from the alley. Each Alley Product shall have a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

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

Multi-Family – The Multi-Family category (MF) provides for medium to high density multi-family dwelling units such as apartments, dense detached rental units, and condominiums. The density in the MF category shall not exceed 30 dwelling units per gross acre. Buildings that exceed three stories or thirty five feet in height shall require special approval from the City Fire Marshal.

Plan of Development

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288 and/or major thoroughfares or County Roads.

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

Mixed-Use – The Mixed-Use category (MU) is intended to provide flexibility on individual tracts through the design process. Permitted uses are multi-family, commercial, and institutional, and the regulations are as defined in the corresponding categories.

Land uses may be relocated within the boundaries of the Plan of Development, provided they are in compliance with the overall Plan of Development. The city will be notified of any changes to the Preliminary Land Use Plan. However, the total Parks and Open Space may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. The Parks and Open Space Exhibit shall be the basis for establishing and calculating any changes to the parks and open space land use by future administrative approvals as described in the administrative section of this Plan of Development.

The table below illustrates the primary Residential Land Use categories with their respective range of typical lot widths (measured at the building setback line) and the proposed product mix for the overall development. An estimated projected lot count by category is included within the table along with an allowable deviation percentage that would not require a resubmittal or amendment to the Plan of Development to City Council. Additionally, the overall density within the Plan of Development shall not exceed 3.16 units per gross acre and would allow for a potential maximum of 3,000 allowed single-family and multi-family units. Under no circumstances may the number of Type I and Type II lots combined exceed 1,800 units.

Specialty Product is not currently allotted within the table below, but the Developer reserves the right to reallocate the proposed Product/Lot mix from other residential land use categories should there be Market/Builder interest in any given Specialty Product type. Any reallocation would be in compliance with the allowed deviation percentages shown below or would require an amendment to the Plan of Development.

Residential Land Use Type	Lot Width (Typical)	Proposed Lot Mix (by Lot Counts)	Allowed Deviation
Type I	60.0' +	41%	+/- 5%
Type II	50.0' – 59.9'	38%	+/- 10%
Type III	40.0' – 49.9'	21%	+/- 10%

Plan of Development

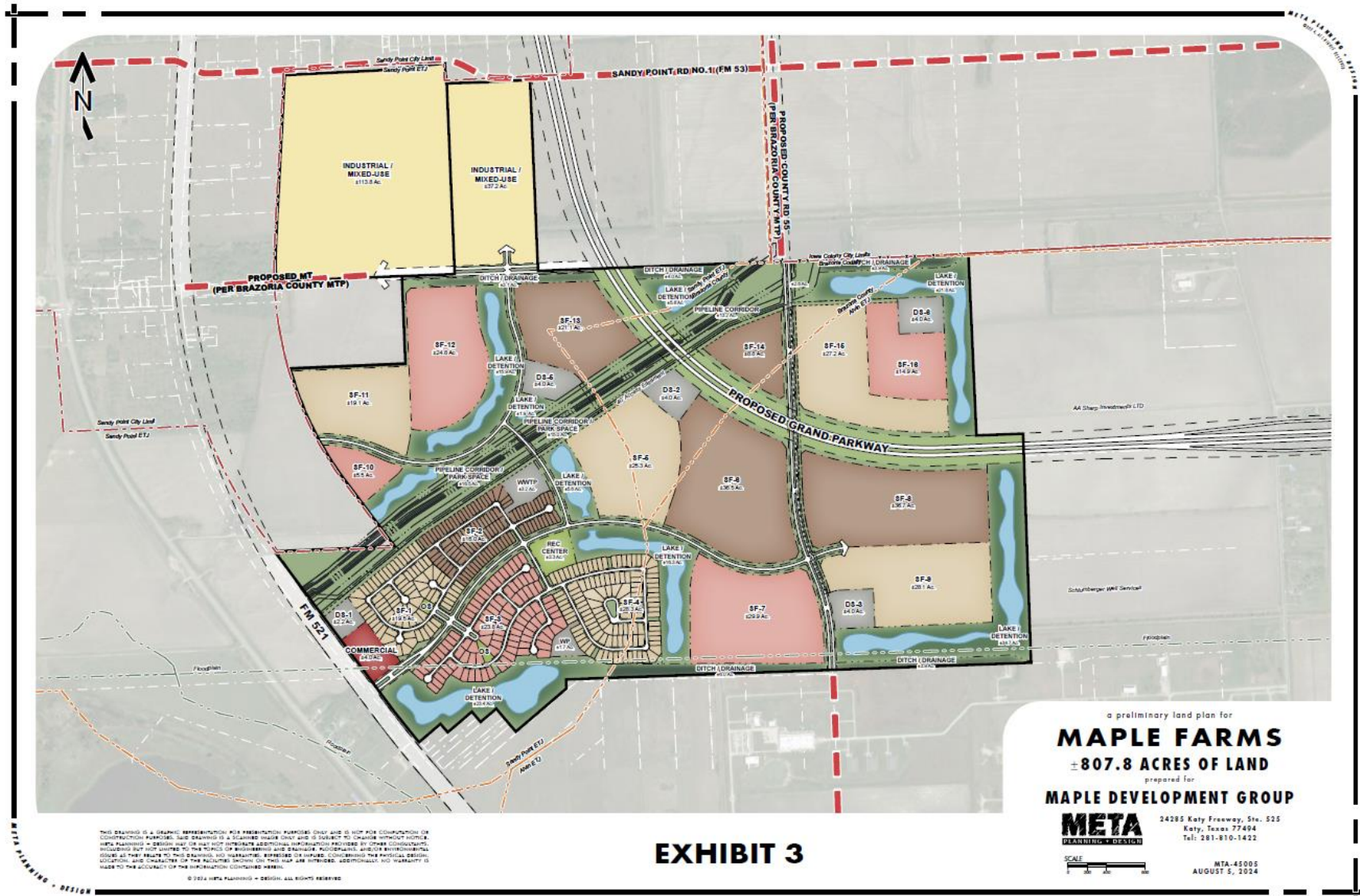
D. Benefits to the City of Iowa Colony

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

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

The incorporation of institutional uses and community recreation centers within the Project will enhance the quality of life in Iowa Colony by promoting community activities and involvement. The rural character of the area will be preserved by creating an extensive system of greenways and drainage corridors providing an extensive open space and trail network. By creating an environment that encourages people to form bonds and share experiences, the Project will establish a cohesive community of people that blends with and preserves Iowa Colony’s values.

In addition, the Project will help create the “rooftops” necessary to drive the commercial development planned in Iowa Colony, which will generate sales tax and personal property tax revenue for the City.



Plan of Development

E. Transportation

The Project will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community and to compliment the development of Iowa Colony.

1. Existing Access

The Project lies along FM 521 as its western boundary and has access from CR 53 aka Sandy Point Road 1 for part of its northern boundary. Future TX-99 (Grand Parkway) will bisect the tract from north to east with a large curve. Future Creekhaven Parkway and Ames Road will cross the tract in east-west and north-south directions respectively.

2. Street Hierarchy

The street system in the 949 Ac SH 288 Tract will consist of a hierarchy of streets ranging from major thoroughfares to alleys. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major thoroughfares while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within the 949 Ac SH 288 Tract:

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

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

Local Streets – Local Streets are designed to provide access to residential lots and shall have a 10’ public utility easement on both sides of the right-of-way when the right-of-way is 50-feet in width.

Private Streets (Type 1) – Type 1 Private Streets will be privately maintained and may be gated. The right-of-way for Type 1 Private Streets shall be identified as a 50-foot-wide permanent access easement (PAE) and public utility easement (PUE) in order to allow for public utility service. Any gates shall be equipped to provide for police, fire, and emergency access.

Private Streets (Type 2) – Type 2 Private Streets may be used in lieu of local streets to provide access to more dense types of housing such as patio homes, townhomes, or condominiums. Type 2 Private Streets will be privately maintained and may be gated. Any gates shall be equipped to provide for police, fire, and emergency access. Underground utilities

may be designed and constructed under the pavement section but must be privately maintained.

Alleys – Alleys may be commercial or residential and are intended to provide vehicular access to the side or rear of buildings or properties that front on a local street, or type 1 or type 2 private street.

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

Streets within the Project shall conform to the EDCM except as identified in the following standards:

TABLE 1		
Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of- Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Local Street	50 feet	28 feet
Private Street (Type 1)	50 feet	28 feet
Private Street (Type 2)	28 feet	28 feet
Private Alley	20 feet	14 feet ¹

- 1) Paving for alleys shall be measured from pavement edge to pavement edge, as curbs are not provided.
- 2) Where the local street right-of-way is fifty feet (50') in width there shall be a 10' public utility easement on both sides of the right-of-way.

4. Street Design Criteria

Streets within the project shall conform to the EDCM except as identified in the following standards:

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

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

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

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

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

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

Intersections: Streets and alleys shall be designed to intersect as nearly as possible to right angles.

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

Right-of-way lines at intersections of major thoroughfares and collector streets shall transition with a minimum 30-foot or 35-foot radius curve. Right-of-way lines at intersections of neighborhood collector streets, local streets, type 1 private streets, and type 2 private streets shall transition with a minimum 25-foot radius curve.

Where alleys (either public or private) intersect with local streets, type 1 private streets, or type 2 private streets, property lines shall transition with a minimum 15-foot radius curve and shall have a minimum 15-foot radius paving transition.

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

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

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

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

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

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

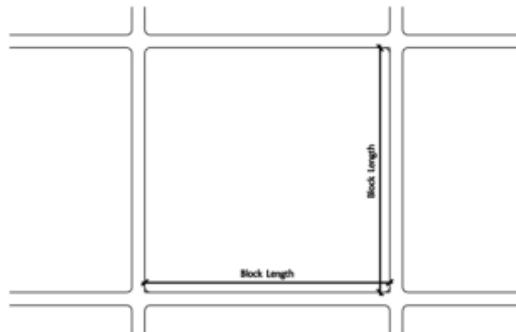
Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan and within the boundaries of the development.

Plan of Development

The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

The maximum block length along pipeline easements or drainage features having a minimum width of 225 feet shall be 4,000 feet.

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



Traditional Block Length Measurement



Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 1,200 feet, a pedestrian crossing will be provided having a minimum width of twenty (20) feet, as such a connection would significantly improve overall pedestrian circulation within the development.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) minimum 20-foot-wide travel lanes separated by a median having a minimum width of 14 feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes, provided that the divided paving section extends to the first intersecting street that is not a cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there

are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

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

Lot Frontage: Each single-family residential unit as defined above shall have frontage on a local street, type 1 private street, type 2 private street or common area.

Lots that front on a common landscaped area must have vehicular access provided by a local street, type 1 private street, type 2 private street, or an alley from the side or rear. In addition, the common landscaped area must have a minimum dimension of twenty (20) feet.

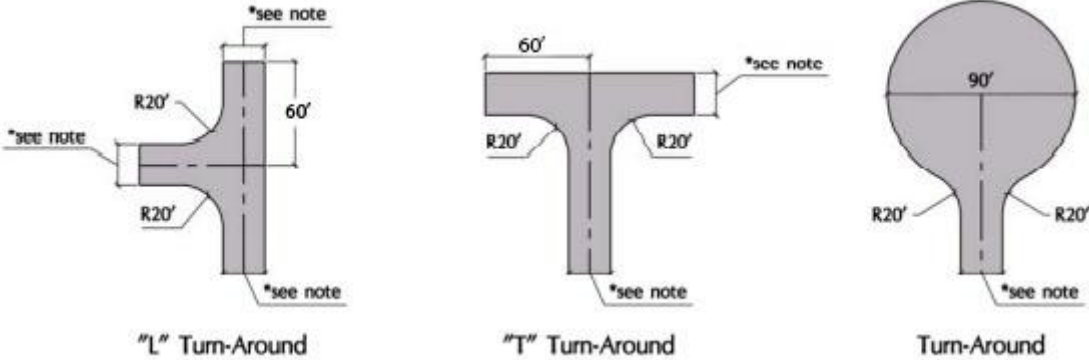
Lots may not have direct vehicular access to a major thoroughfare or collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major thoroughfare or collector.

Dead-End Streets: Type 2 private streets may extend up to 200 feet without a turnaround. Dead-end Type 2 private streets that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Dead-end streets other than Type 2 Private Streets shall be terminated with a cul-de-sac.

Dead-End Alleys: Residential alleys may extend up to 200 feet without a turnaround. Dead-end residential alleys that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Non-residential alleys may not dead-end.

TYPE 2 PRIVATE STREET & ALLEY TURNAROUND OPTIONS

Plan of Development



*Note: Dimension shall match the corresponding paving width.

Any deviation from this section shall be considered on a case-by-case basis and shall require written approval from the City’s Designated Official.

5. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 2			
Sidewalk Requirements			
Street Type	Minimum Requirement		
Major Arterial	6-foot sidewalks shall be provided on both sides of the street	OR	An 8-foot sidewalk shall be provided on one side of the street
Major Collector	6-foot sidewalks shall be provided on both sides of the street	OR	An 8-foot sidewalk shall be provided on one side of the street
Minor Collector	5-foot sidewalks shall be provided on both sides of the street	OR	A 6-foot sidewalk shall be provided on one side of the street
Local Street	5-foot sidewalks shall be provided on both sides of the street		
Private Street (Type 1)	5-foot sidewalks shall be provided on both sides of the street		
Private Street (Type 2)	5-foot sidewalks shall be provided on both sides of the street		

* 6-foot sidewalks shall be provided at bridge crossings.

Generally, sidewalks should be constructed within the right-of-way. However, sidewalks along Type 2 Private Streets shall be constructed on private property within a sidewalk easement located within 10 feet of the edge of paving. Sidewalks adjacent to open space areas and pipeline corridors may meander between the right-of-way and open space when desired. When separate trails exist or are proposed on an adjacent reserve of open space area, parallel sidewalks shall not be required provided that the trail is

Plan of Development

constructed of concrete. If a sidewalk is provided on only one side of the street and it meanders outside the right-of-way, it must return to the right-of-way at least every 1,400 feet.

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

6. Traffic Signalization

A Traffic Impact Analysis will be required to determine if traffic signals are warranted. If it is determined that a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at the affected intersection(s). If a traffic signal is not warranted, the Developer shall have no obligation to fund design or construction for that intersection.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space are the central feature of the City's vision for Iowa Colony and the community. The Project will provide connectivity within and among the internal subdivisions as well as to other developments in Iowa Colony. Within the Project, several mitigation areas and man-made detention basins will be created that will extend into the community through trail connections and/or pedestrian/bicycle paths. These detention basins will be contoured and landscaped to a standard commensurate with typical developments in the greater Houston area, forming the backbone of the open space system and providing a common greenway core that binds the community together.

In addition to the greenway network, many active recreational facilities will be developed and built within the Project, ranging from small pocket parks to the larger neighborhood parks which will be connected through an extensive pedestrian trail system. This will provide ample areas for recreational activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within the Project.

The City of Iowa Colony Zoning and Ordinance for planned unit development regulations require that 1 acre per 54 dwelling units be dedicated to parkland and compensating open space (COS). Based on a total unit count of 2,500 units, the projected requirement for the Project is 46.0 acres.

Approximately 258.0 acres of land within the Project is planned to be designated as parks and open space, as shown in the proposed Parks Plan and will include passive parks, neighborhood parks, recreational centers, tot lots, pipeline easements corridors, drill sites, lakes, creeks, drainage channels, detention basins, and landscape and open space networks. The parks requirement will be fulfilled with the implementation of the Parks Plan. All land which is dedicated for the purpose of fulfilling the parkland/

Plan of Development

compensating open space requirements will be credited at 100%, except for drainage/detention, creeks, and detention areas, which will be credited at 50%.

The drainage and detention system within the Plan of Development will be amenitized by providing open space and trail connectivity between the different land uses and neighboring developments. The drainage and detention areas will not only enhance the aesthetic quality of the environment, they will provide connectivity through the development and provide numerous opportunities for enjoyment by the residents.

The recreation and open space areas will also provide separation, buffer zones, and transitions between areas and types of development.

Parks will be owned and maintained by the City, District, or Home Owner’s Association. Other than a few private areas, such as Recreation Centers and pools, all parks and open space areas will allow general public use. The trail system around and through the community will be accessible to the public along with any improvements to detention areas or other open space. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of the Project moves forward. The parkland and compensating open space requirements will not be required within individual sections/neighborhoods as long as each section is in accordance with the Parks and Open Space plan and when considered for the overall project as a whole.

2. Trails

In addition to the required street sidewalks, the Project will feature an extensive trail system that will extend throughout the community providing access to the various destination centers, including commercial areas, recreation centers, schools, and parks. This system may be comprised of both paved and unpaved trails and will be linked to the required sidewalks throughout the community. The trail system within the Project will be maintained by the City, District, or Home Owner’s Association.

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

3. Tree Preservation

The subject property is largely agricultural fields, with only a few areas being partially wooded. Of these wooded areas, the majority of the vegetation appears to be new growth trees and brush, with none appearing to be significantly sized shade trees or

Maple
Farms

The City of Iowa Colony

Plan of Development

being of any cultural significance that would cause any existing trees on the property to be designated as protected trees under the City’s tree preservation guidelines.

As part of the development’s landscape design, the developer will implement an overall landscape plan to promote increased biodiversity, habitat creation, and naturalistic planting areas throughout the development for the added benefit and use of future residents and fauna. These plantings along with the Parks, Open Space, and Trails Plan will create strong pedestrian connections throughout the development and promote the creation of greenways and other trail systems similar to the idea of the Green Corridors as described in the City’s UDC.



LEGEND - PARK SPACE

- = REC CENTER / COMMUNITY PARK
- = NEIGHBORHOOD PARKS
- = SIDEWALKS (6' WIDE)
- = NATURE TRAILS (5' WIDE)
- = 1/4 MILE RADIUS SERVICE AREA

a parks, open space, & trails plan for
MAPLE FARMS
 ± 807.8 ACRES OF LAND
 prepared for
MAPLE DEVELOPMENT GROUP



24285 Katy Freeway, Ste. 515
 Katy, Texas 77494
 Tel: 281-910-1422



MTA-45005
 AUGUST 5, 2024

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EXHIBIT 4

Plan of Development

G. Infrastructure

1. Municipal Utility Districts

The Project will be served by one or more municipal utility districts. These districts will be responsible for the design and construction costs of certain public water, storm, drainage, and recreation facilities for the project. The City of Iowa Colony will assume the maintenance and operation of the public water and sanitary sewer, storm drainage lines, and streets. The municipal utility district(s) and/or the homeowners association(s) created to serve the property within the Project own and operate all parks and open space facilities within the Project.

2. Water

Water service will be provided by one or more groundwater plants within the community. Water will be distributed by a central water distribution plan designed in accordance with the City of Iowa Colony’s Engineering Design Criteria Manual.

3. Wastewater

Wastewater service will be provided by a temporary wastewater plant within the community until such time that the municipal utility district constructs (or funds the construction of) a permanent wastewater treatment plant as required by the Utility Functions Agreement entered into by and between the City of Iowa Colony and the Developers. The sewer collection system will be designed in accordance with the City of Iowa Colony’s Engineering Design Criteria Manual and Brazoria County Drainage District Number 5.

4. Storm Drainage & Detention System

The storm drainage system will consist of a network of closed conduit storm sewers draining to surface swales, conveyance channels, and detention ponds. The detention ponds will outfall to an existing Brazoria County Drainage District No. 5 ditch. The drainage system will be designed in accordance with the City of Iowa Colony’s Engineering Design Criteria Manual.

5. Flood Plain Management

A portion of the tract lies within a defined floodplain by the FEMA FIRM maps. Any development proposed in the floodplain will meet FEMA and the Floodplain Administrator’s design criteria for development within the floodplain.

6. Other Utilities

Electrical service for the community will be provided by CenterPoint. Gas service will be provided in the community. High speed internet service will be provided in the community.

7. Schools

Plan of Development

The Project is located partially within the Alvin Independent School District and partially within the Angleton Independent School District.

8. Homeowner’s Association & Architectural Review Committee

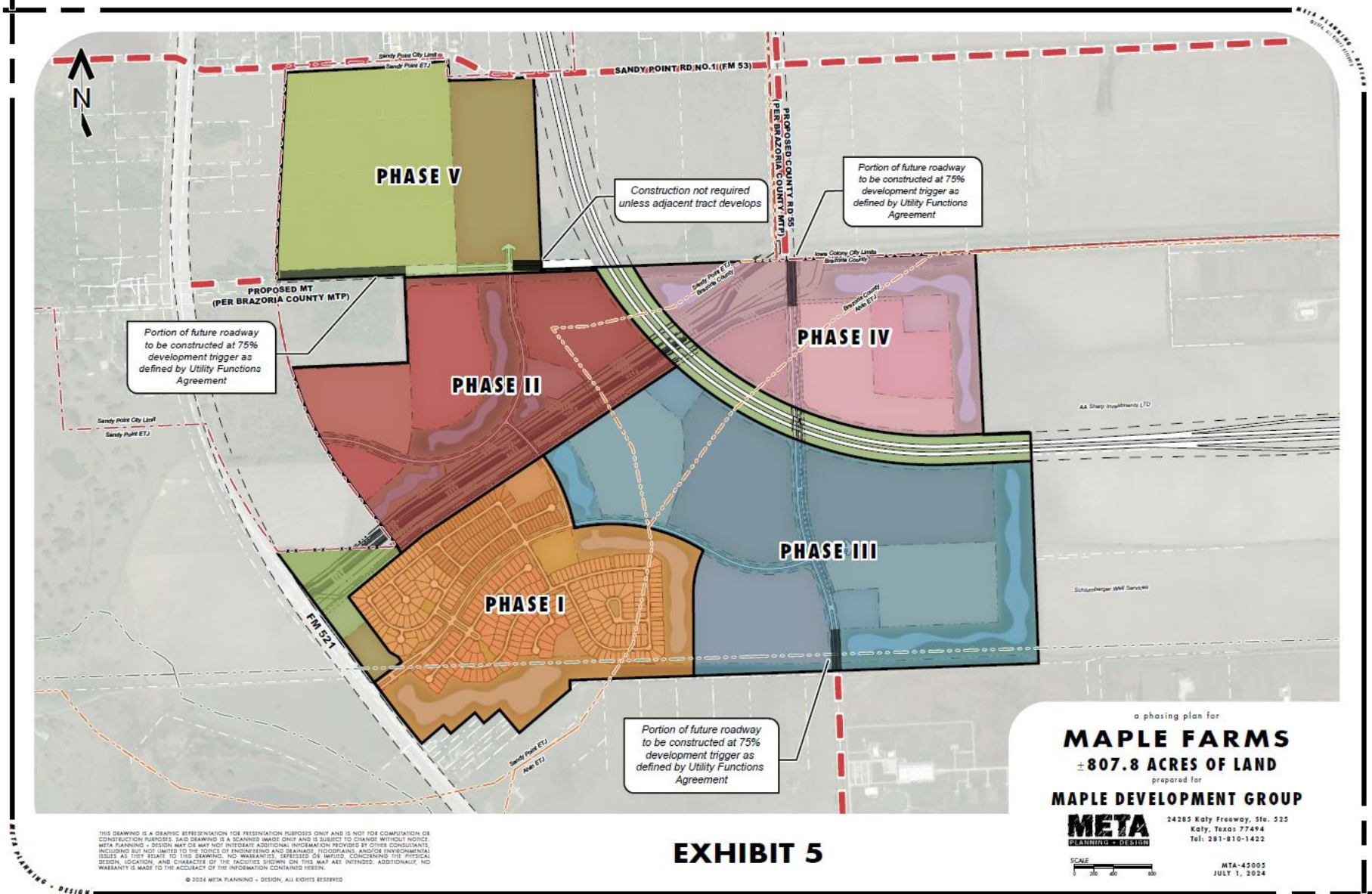
A Master Homeowner’s Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the City. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

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

There may be additional sub-homeowner associations, and Property Owner’s Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner’s Associations.

H. Project Phasing

The phasing strategy for the Project provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for the Project. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The City will be notified of any changes to the Project Phasing plan but will not require a resubmittal of the initial proposed Phasing Plan in the exhibit below.



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EXHIBIT 5

a phasing plan for
MAPLE FARMS
 ± 807.8 ACRES OF LAND
 prepared for
MAPLE DEVELOPMENT GROUP
META
 PLANNING + DESIGN
 24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422
 MTA-45005
 JULY 1, 2024

Plan of Development

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

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

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

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Plan of Development. Appendix 1 contains the legal description of the Property. All construction and development within the Plan of Development area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this Plan of Development and the laws of the State of Texas, except as modified within this document or within any mutually agreed amendments to this Plan of Development. Any future amendments by the City to their UDC, Zoning Ordinance, PUD Ordinance or any other applicable ordinance governing the development of property will not be applicable to this development with the exception of updates to the Engineering Design Criteria Manual or any applicable codes related to public safety. Where conflicts or differences exist between this Plan of Development and other City Ordinances, the Plan of Development shall be the governing document.

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

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

2. Additional Uses

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

3. Non-Conforming Land Uses

Plan of Development

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

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

4. Non-Conforming Structures

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

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

5. Existing Utilities

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

6. Drill Sites

The proposed drill sites (the Drill Sites) are within the Project as currently planned and designed to provide access to the mineral estate as the Project develops. The Drill Sites are essential to the orderly and efficient development of the Project, now and in the future. The Drill Sites will be administratively created through an established process with the Railroad Commission of Texas (the Commission) in coordination with specialist attorneys/consultants and representatives of the mineral owners who elect to participate in the process. The size, location, and necessary additional easements to

Plan of Development

access the Drill Sites have been designed in keeping with the best practices used throughout the oil and gas industry for this purpose. Upon issuance of a final order by the Commission establishing Drill Sites and related easements for the Property pursuant to Chapter 92 of the Texas Natural Resources Code, entitled “Mineral Use of Subdivided Land” and Commission Statewide Rule 76 (the Final Order), the City will acknowledge and accept all of the Drill Sites and related pipeline and access easements as described in the Commission’s Final Order as supplanting, in all respects regarding the Property, the application of City of Iowa Colony Ordinance No. 88-1.

Any future surface operations conducted by a mineral interest owner, its lessee, or assign on the Property will be limited to the areas of these designated Drill Sites. Oil and gas exploration and production operations on the Drill Sites shall be permitted provided that such operations comply with the Commission’s Final Order and all other applicable Commission regulations in effect at the time the individual permits are approved by the City. In the event of a conflict between the terms of the Commission’s Final Order and City Ordinance 88-1, the terms of the Final Order shall control.

Until such time as these Drill Sites are used for oil and gas operations, the developers may utilize the Drill Sites as public open spaces for recreational/park space and may construct non-permanent facilities on such Drill Sites, including trails, sidewalks, parking areas, or other similar non-permanent facilities, at the discretion of the developers.

7. General Development Plan

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

- The alignment of any major thoroughfares and collector streets in accordance with the City’s Thoroughfare Plan.
- All recorded easements
- Other proposed streets that are necessary to demonstrate an overall circulation system for the development
- Proposed land uses and public facilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in the City of Iowa Colony Subdivision Ordinance. At a minimum, a new general development plan will be submitted to the City for review with each phase. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law.

Preliminary plats should generally conform to the General Development Plan. Any significant change, as determined by the City’s Designated Official, shall require the

Plan of Development

submittal of a revised general development plan for approval by the Planning Commission.

8. Mass Grading & Construction of Detention

The developer shall be permitted to commence clearing and grubbing without platting but must have approved plans and permits. Detention and mass grading will be commenced upon approval of drainage study, construction plans, and permits. For road construction, grading may commence upon the approval of construction drawings and permits. Preliminary plat approval will be required to commence roadway construction. However, prior to any grading activity a Storm Water Pollution Plan must be submitted, and any required City of Iowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

9. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

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

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Notwithstanding the foregoing, manufactured or mobile homes may be placed on the Property for the following uses only: (1) for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or (2) for use as a construction office or trailer in connection with the construction of improvements to serve the Property.

10. Design Guidelines

Design guidelines will be created which will address site and building design within the Project. The purpose of these guidelines will be to preserve the character of Project by establishing high quality design standards for development. Copies of these guidelines will be provided to the City prior to the preliminary plat submittal of any single-family residential sections.

11. Lighting

All lighting within the Project will be subject to standards established in the project design guidelines. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

12. Screening and Fencing

All screening and fencing within the Project will be subject to standards established in the project design guidelines. The screening and fencing standards will help to establish and maintain tasteful screening and fencing throughout the community that will withstand the pressures of time and nature.

13. Architectural Standards

The architectural standards within the Project will be subject to standards established in the project design guidelines. The architectural standards will help to assure that buildings within the community are of a high quality and are aesthetically appealing.

C. Development Standards

1. Traditional Single Family Residential (TSFR)- Type I

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

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

Plan of Development

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

Minimum Lot Area: 6,600 square feet

Minimum Lot width: 60 feet at the building setback line

Minimum Setbacks:

- Front: 20 feet
- 20 feet on cul-de-sacs and knuckles regardless of lot width
- 5 feet for lots that front on a common area
- Rear: 10 feet**
- Side: 5 feet**
- Corner: 10 feet*

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

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

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

Plan of Development

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

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

2. Traditional Single Family Residential (TSFR)- Type II

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

- Permitted uses:
 - Accessory structures
 - Community centers
 - Drill sites
 - Entry features & monuments
 - Institutional uses
 - Minor utilities
 - Open space
 - Parks
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
 - Home Occupations
- Minimum Lot Area: 6,000 square feet
- Minimum Lot width: 50 feet at the building setback line
- Minimum Setbacks:
 - Front: 20 feet
 - 20 feet on cul-de-sacs and knuckles regardless of lot width
 - 5 feet for lots that front on a common area
 - Rear: 10 feet**

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Side: 5 feet**

Corner: 10 feet*

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

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

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

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

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

3. Traditional Single Family Residential (TSFR)- Type III

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

- Permitted uses: Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses
- Minor utilities
- Open space
- Parks
- Recreational facilities

Plan of Development

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 4,600 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

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

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

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

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

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

4. Patio Home (PH)

Plan of Development

Purpose: The Patio Home category is intended for the development of detached, single family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet.

- Permitted uses:
- Accessory structures
 - Community centers
 - Entry features & monuments
 - Institutional uses
 - Minor utilities
 - Open space
 - Parks
 - Patio homes
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
 - Home Occupation

Minimum Lot Area: 4,400 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

- Front: 20 feet*
5 feet for lots that front on a common area
- Rear: 10 feet**
- Side: Zero (0) feet on one side provided that there is a minimum of ten (10) feet between structures. A minimum of fifteen (15) feet is required between one (1) and three (3) story structures. Five (5) feet side setbacks are also acceptable provided that there is a minimum of ten (10) feet between structures.
- Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches

Plan of Development

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

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

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

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

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

Additional Requirements: Single family homes shall comply with the standards established in the Traditional Single-Family Residential category.

5. Townhome (TH)

Purpose: The Townhome category is intended for the development of attached single family dwelling units that are platted on individual lots and are owned fee simple.

- Permitted uses:
- Attached single family dwelling units
 - Institutional uses
 - Entry features & monuments
 - Minor utilities
 - Open space
 - Parks
 - Patio homes
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
 - Home occupation
- Minimum Lot Area: 2,200 square feet

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Minimum Lot Width: 22 feet at the building setback line

Minimum Setbacks:

Front: 20 feet if front loaded

10 feet if rear loaded

5 feet for lots that front on a common area

Rear: 5 feet

20 feet for lots that front on a common area

Side: Zero (0) foot side setbacks for units that are attached provided that there is a minimum of ten (10) feet between buildings. A minimum of fifteen (15) feet is required between one (1) and three (3) story structures.

Corner: 10 feet

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

Maximum Building Height: Three (3) stories or thirty-five (35) feet.

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

Front loaded townhomes shall provide 0.25 off-street guest parking spaces per dwelling unit. Guest spaces may not be on townhome lots or streets and should be located within 300 feet of units.

Additional Requirements: Buildings shall consist of a minimum of two (2) units with a maximum of eight (8) units.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

6. Quads (Q)

Purpose: The Quads category (Q) provides for the development of single-family dwelling units. Quads may consist of four (4) lots taking garage access from a shared driveway. Each lot shall have street frontage, and Quads shall have a minimum lot area of 3,500 square feet and a minimum lot width of 120 feet for the four-pack. The rear lots will have frontage through flag staffs which will have the shared driveway overlaid.

Permitted uses: Detached single family dwelling units

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- Institutional uses
- Entry features & monuments
- Minor utilities
- Open space
- Parks
- Recreational facilities
- Religious assembly
- Single family homes
- Temporary uses
- Home occupation

- Minimum Lot Area: 3,500 square feet
- Minimum Lot Width: 120 feet at the building setback line for the four-pack
- Minimum Setbacks:
 - Front: 20 feet if front loaded
10 feet if access is from a shared drive
 - Rear: 5 feet
 - Side: 5 feet
 - Corner: 10 feet

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

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

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

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

7. Alley Product (AP)

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Purpose-The Alley Products category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and alley frontage with primary garage access coming from the alley. Each Alley Product shall have a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

- Permitted uses:
- Detached single family dwelling units
 - Institutional uses
 - Entry features & monuments
 - Minor utilities
 - Open space
 - Parks
 - Patio homes
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
 - Home occupation

Minimum Lot Area: 4,600 square feet

Minimum Lot Width: 42 feet at the building setback line

Minimum Setbacks:

- Front: 20 feet if front loaded
10 feet if rear loaded
5 feet for lots that front on a common area
- Rear: 5 feet if front loaded
20 feet if rear loaded
20 feet for lots that front on a common area
- Side: 5 feet
- Corner: 10 feet

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

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Maximum Building Height: Two (2) stories or 35-feet.

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

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

8. Multi-Family (MF)

Purpose: The Multi-Family category is intended for the development of medium to high density multi-family dwelling units such as apartments and condominiums.

- Permitted uses:
- Attached multi-family dwelling units
 - Attached single family dwelling units
 - Detached single family dwelling units
 - Detached multi family dwelling units
 - Condominiums
 - Institutional uses
 - Entry features & monuments
 - Minor utilities
 - Open space
 - Parks
 - Patio homes
 - Recreational facilities
 - Religious assembly
 - Single family homes
 - Temporary uses
 - Townhomes
 - Home occupations

Minimum Setbacks:

- Front: 25 feet from property line

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- Rear: 15 feet for habitable structures
- 10 feet for accessory structures
- Side: 10 feet for habitable structure
- 10 feet for accessory structures

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

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

Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

9. Commercial (C)

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

- Permitted uses:
- Abstract or title company
 - Advertising agency
 - Antique store
 - Art gallery
 - Arts and crafts store
 - Automated Car Washes (e.g., Blue wave, I-shine, White Water)
 - Automobile repair, minor, no outside work or storage, except for national chains (e.g., Crash Champions)
 - Bakery
 - Banks and financial institutions, including drive-through and outdoor ATM facilities
 - Barber or beauty shop
 - Bookstore
 - Cafeteria
 - Candy store
 - Catering
 - Cellular phone sales and repair store

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- Childcare facilities
- Clothing store (no re-used clothing)
- Collection agency
- Computer sales and repair store
- Community centers
- Convenience store with or without gasoline, liquor or beer and wine sales
- Dance studio
- Delivery service
- Dental clinic
- Department store
- Drafting service
- Drug store, with or without liquor or beer and wine sales
- Dry cleaning storefront, but not dry-cleaning plant
- Electronic sales and repair store
- Entry features & monuments
- Filling station or service station, including oil change and inspection services
- Florist shop
- Furniture store
- Gift shop
- Gun shop
- Grocery store
- Hardware store
- Home appliance store
- House wares and linens store
- Ice retail distributing, but not manufacturing
- Institutional uses
- Insurance agency

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- Jewelry store
- Laundry storefront, but not laundry plant
- Locksmith
- Medical clinic
- Medical supply store
- Minor utilities
- Mixed uses (a mixture of uses consistent with this category; not the same as the Mixed Use Zone defined in Subsection 11 below.)
- Mortgage company
- Motels and Hotels; provided that Motels must be approved through a specific use permit
- Motion picture theater, with or without food service, but not drive-in theater
- Musical instrument store
- Office supply and machinery store and repairs
- Open space
- Optician or optometrist
- Parks
- Personal services
- Pharmacy
- Professional office
- Public Facilities
- Public safety site
- Radio sales and repair
- Radio studio (excluding tower)
- Record and tape store
- Recreational Facilities
- Religious assembly
- Restaurants and taverns, with or without drive-through facilities

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- Self-Storage
- Shoe store and repair shop
- Sporting goods store
- Studio (art, music or photo)
- Taxidermist
- Tailor
- Temporary uses
- Toy store
- Travel agency
- Tree farms
- Video arcade

Non-Permitted uses:

- Auction
- Billboards
- Cemeteries
- Feed store
- Kennel (commercial)
- Massage parlors
- Pawn shop
- Self-service car wash
- Sexually oriented businesses
- Swap meet
- Tattoo shop
- Taxidermist
- Upholstery shop

Minimum Lot Area: 6,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

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- Front: 25 feet
- Rear: 10 feet
- Side: 10 feet
- Corner: 10 feet

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

Setbacks for commercial land uses will be considered minimum setbacks and allow for the siting of commercial structures per the Unified Development Code (Section 3.5.3.1).

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Marshall; provided, however, that distribution centers or logistic centers may have a maximum of fifty (50) feet in height. .

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

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

Additional Conditions: Outdoor Display of Merchandise shall be allowed within ten (10) feet of the primary building but shall be limited to merchandise that is customarily sold inside the establishment.

10. Institutional (I)

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

- Permitted uses: Major utilities
- Minor utilities
- Not for profit hospitals
- Open space
- Parks
- Places of worship
- Public facilities
- Public safety site
- Recreational facilities

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- Religious assembly
- Schools (public & private)
- Telecommunication towers
- Temporary uses
- Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

- Front: 25 feet
- Rear: 10 feet
- Side: 5 feet
- Corner: 5 feet

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

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

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

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

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by the Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

11. Mixed-Use (MU)

Purpose: Mixed-Use (MU) lots are intended to provide flexibility through the design process. Permitted uses are residential, commercial, and institutional, and the regulations are as defined in the corresponding categories.

- Permitted uses:
- Attached multi-family dwelling units
 - Attached single family dwelling units
 - Detached single family dwelling units
 - Detached multi family dwelling units

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- Condominiums
- Institutional uses
- Entry features & monuments
- Minor utilities
- Open space
- Parks
- Patio homes
- Recreational facilities
- Religious assembly
- Single family homes
- Temporary uses
- Townhomes
- Home occupations
- All commercial uses as defined above

Minimum Setbacks:

- Front: 25 feet from property line
- Rear: 15 feet for habitable structures
10 feet for accessory structures
- Side: 10 feet for habitable structure
10 feet for accessory structures

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

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

Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

12. Parks & Open Space (P-OS)

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

Permitted uses: Community centers

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- Drainage ponds and channels
- Drill site
- Entry features & monuments
- Institutional uses
- Minor utilities
- Open space
- Parks
- Pipeline easements
- Public facilities, excluding major utilities
- Recreational facilities
- Temporary uses
- Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

- Along Major Thoroughfares: 25 feet
- Along other streets: 10 feet
- Rear: 10 feet
- Side: 10 feet

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

Max. Building Height: 35 feet. Maximum height may exceed 35 feet if approved by the Fire Chief.

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

13. Industrial (IND)

Purpose: The Industrial category is intended to provide for the development of industrial property within the community.

- Permitted uses: Industrial Distribution and/or Industrial Logistics
- Light Industrial (e.g., Office Warehousing)

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Farms

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Telecommunication towers

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

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13. Parking

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

TABLE 3	
Parking Requirements	
Land Use	Minimum Requirement
Single family residential	2 enclosed spaces per unit
Patio home	2 enclosed spaces per unit
Townhome	2 enclosed spaces per unit 0.25 guest spaces per unit
Multi-Family	1.333 spaces per 1-bedroom unit
	1.666 spaces per 2-bedroom unit
	2.0 spaces per unit with 3 or more bedrooms
Office (non-medical)	1 space per 250 square feet of gross floor area
Medical office	4 spaces per 1000 square feet of gross floor area
Retail	Under 400,000 sf: 4 spaces per 1000 square feet of gross floor area
Restaurant	400,000 sf and over: 5 spaces per 1000 square feet
Tavern	1 space per 45 square feet of gross floor area
Hotel/Motel	1 space per room
Theater/Auditorium/Church/Assembly Hall	0.25 spaces per seat
Stadium	1 space per 4 stadium seats

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

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

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

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

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

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

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D. Definitions

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

Alley – a public or private right-of-way that provides vehicular access to buildings or properties that front on an adjacent street.

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

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

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

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

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

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

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

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

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

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

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

Designated Official – The individual authorized by the City of Iowa Colony to provide direction and oversight and personally perform duties related to a comprehensive program to protect the

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health and safety of citizens and the quality of life by ensuring that planning activities meet appropriate codes, standards and city ordinances.

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

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

District – One or more special water districts to be created on the Property which will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, and/or chapter 375 of the Local Government Code, together with all amendments and additions thereto. The term specifically shall include a municipal utility district or a municipal management district.

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

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

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

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

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the major thoroughfares and collector streets that are necessary to demonstrate an overall circulation system for the property, any recorded easements that affect the property and proposed land use.

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

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

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

Home occupation – An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises. A home occupation use shall not change the residential character of the property or the neighborhood and shall

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meet all applicable legal requirements. A home occupation may not display signage on the property. No more than one (1) employee may reside off-premises.

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

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

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

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

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

Local street - A public street that is not a major thoroughfare or collector and conforms to the criteria established in this Plan of Development.

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

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

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

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

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

Mixed-use – A tract of land, building, or structure developed for two or more different uses such as, but not limited to, residential, office, retail, public, or entertainment. The mix of uses may occur either on the same tract of land, but compartmentalized into separate buildings, or

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located within the same building (e.g., retail on the first floor and office or residential on the floors above the retail).

Neighborhood – A collection of compatible subdivisions.

Minor collector – A public street that is not a major arterial, or major collector street and is designed to help distribute traffic within residential areas.

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

Patio home - A single-family residence which has a zero (0) foot side setback on one of the side lot lines.

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

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

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

Private street - A street that is privately owned and maintained. Private streets may be gated.

Private utilities – Utilities other than water and wastewater. Other utilities may be public and/or private in nature and may include, but are not limited to electrical power, gas, telephone, wireless communication, internet and cable television.

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

Project – The development that is planned for the Project Property and is governed this Plan of Development.

Project Property/Property – The approximately 900 acres of land that constitutes the entire Project which is the subject of this Plan of Development.

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

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

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

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

Quad – A specialty type residential land use/product that employs four single family residential units on reduced lot sizes centered on a shared drive. Garage access to these units will be taken from the shared drive in order to reduce overall number of curb cuts/driveways within these sections and to promote a greater uninterrupted pedestrian realm for those residents.

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

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

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

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

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

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

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

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

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

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

Townhome - One (1) of a group of attached single family residences separated by a fire rated wall. Each dwelling unit shall be platted on an individual lot.

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

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

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IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the Plan of Development.

B. Changes to the Code of Ordinance

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

C. Variances from the Subdivision Ordinance, Unified Development Code, and Zoning Ordinance

The criteria established in this Plan of Development require variances from the City of Iowa Colony Subdivision Ordinance, the City of Iowa Colony Zoning Ordinances, and the Unified Development Code. . These variances are necessary to achieve the community vision established for the Project. Table 5 (and Section III(6) of the Plan of Development pertaining to Drill Sites) describes the requested variances from the subdivision ordinance and their corresponding sections. Table 6 describes the requested variances from the Unified Development Code and their corresponding sections. Table 7 describes the requested variances from the City of Iowa Colony’s Zoning Ordinances and their corresponding sections. These variances shall apply to all property within the Plan of Development.

D. Variances from the Design Manual

The criteria established in this Plan of Development require variances from the City of Iowa Colony Engineering Design Criteria Manual (EDCM). These variances are necessary to achieve the community vision established for the Project. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the Plan of Development.

TABLE 5
Subdivision Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Sec. 22 Final Plat Procedure (31)	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthest boundary of the subdivision.	The developer would dedicate any additional right-of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the escrow to construct any future road segments within the development when a connecting roadway project is planned at the project boundaries.	Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	The cost to bring these roads up to the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only improve a small segment of a road. The necessary right-of-way will be dedicated so these facilities may be improved at the appropriate time.
Sec. 27 Planned Unit Developments (D)	The minimum size of a Plan of Development shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements, and detention basins shall not be included in calculating the 5 percent requirement.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space is a central theme of the Project. Drainage ways, detention areas and easements will be utilized as greenbelts that connect the entire community and therefore, should be considered as an amenity.
Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a Plan of Development shall be 60 feet.	<p>The minimum lot width for traditional single family lots shall be 40 feet.</p> <p>The minimum lot width for patio home lots shall be 40 feet.</p> <p>The minimum lot width for townhome lots shall be 19 feet.</p> <p>The minimum lot width for quad lots shall be 120 feet for the four-pack.</p> <p>The minimum lot width for alley product lots shall be 42 feet.</p>	<p>20-foot reduction in width for traditional single-family dwellings.</p> <p>15-foot reduction in width for patio homes</p> <p>41-foot reduction in width for townhomes.</p>	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 33 Streets (Clarification)	The minimum right-of-way for local streets shall be 60 feet	Local streets shall have a minimum right-of-way of 50 feet	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet and thus will have no effect on traffic circulation. 10-foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.

Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Residential streets providing access to lots may have a right-of-way width of 50 feet.	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet and thus will have no effect on traffic circulation. 10-foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Type 1 Private Streets shall have a right-of-way of 50 feet.	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet. Type 1 Private Streets will be privately maintained and may be gated. The right-of-way for Type 1 Private Streets shall be identified as a Public Utility Easement in order to allow for public utility service.
Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Type 2 Private Streets shall have a right-of-way of 28 feet.	22-foot reduction in right-of-way width. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet. Type 2 Private Streets will be privately maintained and may be gated. The right-of-way for Type 2 Private Streets shall be identified as a Public Utility Easement in order to allow for public utility service.
Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions, except those with single dead-end streets, shall have a minimum of two access points to existing (or future) public streets.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street. A boulevard shall be acceptable where a second access is not available.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	50-foot local streets 50-foot private streets (Type 1) 28-foot private streets (Type 2)	10 feet R.O.W. reduction, no reduction in paving 10 feet R.O.W. reduction, no reduction in paving 22 feet R.O.W. reduction, no reduction in paving	Project will feature a variety of street types that are designed to serve the variety of land uses and product types within the Project.
Sec. 33 Dead End Streets (M)	Dead-end streets, designated to be so permanently, shall not be longer than 1200 feet and shall be provided at the closed end with a turn-around having an outside roadway diameter of at least eighty (80) feet and a street property line diameter of at least one hundred (100) feet.	Type 2 private streets may extend up to 200 feet without a turnaround. Dead end Type 2 private streets that exceed 200 feet in length shall provide an adequate turnaround.	N/A	This requirement conforms with fire code regulations and is appropriate given the nature of the street type.

Sec. 33 Street Design (N)	The details of all street designs shall conform to the city's engineering standards and standard details.	The Plan of Development has established certain street criteria that will apply to streets within this Project in addition to the city's standards.	Clarification that streets within this Project shall be designed to meet both sets of criteria.	N/A
Sec. 34 Alleys (B)	The width of alleys within commercial and industrial districts shall be at least 20 feet. The width of alleys within residential districts shall be at least 20 feet where possible; however, a minimum width of 16 feet may be allowed.	In addition to public alleys, the Project may contain private alleys. Private alleys shall have a minimum right-of-way width of 20 feet with a 14-foot paving section.	Any public alleys shall meet the minimum standard.	Private alleys shall be privately maintained.
Sec. 34 Alleys (D) (clarification)	Dead-end alleys shall be avoided where possible but when unavoidable, adequate turnaround facilities at such dead end shall be provided.	Dead-end alleys will be avoided but may be necessary or more desirable in certain circumstances. Dead-end alleys greater than 150 feet in length shall provide an adequate turnaround.	Clarification that a dead-end alley may be avoidable, but undesirable and therefore permitted provided that the dead-end does not exceed 150 feet in length.	The fire code allows for dead-end access without a turnaround up to 150 feet in length.
Sec. 36 Blocks (D)	No block shall exceed 1,200 feet in length in residential or commercial developments.	The maximum block length for major thoroughfares shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for collectors and neighborhood collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 additional feet on major thoroughfares. 2,800 additional feet for major thoroughfares that run parallel to drainage features with a minimum width of 50 feet. 600 additional feet for collectors and neighborhood collectors. 800 additional feet along pipelines and drainage features.	Generally, intersections along major thoroughfares and collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.
Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for all single-family lots and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20	5-foot reduction for front setbacks for lots. 10-foot reduction for porches having a minimum depth of 6 feet. 15-foot reduction for side-entry garages. 15-foot reduction for side setbacks on corner lots.	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.

		feet. Side-entry garages must be set back a minimum of 10 feet.		
Sec. 37 Lots (B) Lots Smaller Than One Acre #6	Double and reverse frontage lots. Double frontage and reverse frontage lots should be avoided unless backing up to a major thoroughfare.	Double and reverse frontage lots may be permissible on alley products and/or quads.	Double and reverse frontage lots may be permissible on alley products and/or quads.	A greater variety of housing products is a necessary component in achieving a healthy and sustainable community.
Sec. 37 Lots (B) Lots Smaller Than One Acre #8	Flag and key shaped lots. No flag or key-shaped lots are allowed.	Flag and/or key shaped lots are allowed in specialty product.		A greater variety of housing products is a necessary component in achieving a healthy and sustainable community.
Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	<p>The minimum lot width for traditional single family lots shall be 40 feet with a minimum area of 4,600 s.f.</p> <p>The minimum lot width for patio home lots shall be 40 feet with a minimum area of 4,400 s.f.</p> <p>The minimum lot width for townhome lots shall be 19 feet with a minimum area of 1,900 s.f</p> <p>The minimum lot width for quads shall be 120-feet for the four-pack with a minimum area of 3,500 s.f.</p> <p>The minimum lot width for alley products shall be 42 feet with a minimum area of 4,600 s.f.</p>	<p>20-foot reduction in width and 1,700 s.f. reduction in area (traditional single family)</p> <p>20-foot reduction in width and 1,900 s.f. reduction in area (patio homes)</p> <p>41-foot reduction in width and 4,400 s.f. reduction in area (townhomes)</p> <p>N/A</p> <p>18-foot reduction in width and 1,700 s.f. reduction in area (alley product)</p>	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 37 (B) Lots Smaller Than One Acre #5	Access to public streets. The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.	Each single-family lot shall have frontage on a local street, private street, or common area. When lots front on a common area, vehicular access must be provided by a local street, private street, or alley.	Lots will have satisfactory access by one of multiple means.	All lots shall have adequate access. Allowing for a variety of street "scenes" will enhance the overall "look and feel" of the community. The proposed means of access allow for safe and efficient vehicular and emergency access.
Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty-eight (38) foot wide pavement. If the City requires a pavement wider than the thirty-eight (38) feet, the City shall provide funding for the increased width subject to the	The developer shall bear the cost of all streets within the Project. The entire cost of thoroughfares, collectors, and local streets shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within the Project and the city will not have to fund any street improvements.	The developer will build all necessary streets within the Project and the City will not have to fund any street improvements.

	availability of funds and within legal limitations.			
Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for construction of necessary improvements on all perimeter streets to bring the pavement and curbing up to minor street standards for the street abutting the development.	The developer would dedicate any additional right- of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the escrow to construct any future road segments within the development when a connecting roadway project is planned at the project boundaries.	Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only improve a small segment of a road. The necessary right-of-way will be dedicated so that these facilities may be improved at the appropriate time.
Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the city's design criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.

TABLE 6
Unified Development Code Variances

Unified Development Code Reference	Requirement	Proposed	Difference	Justification
Section 3.1.2.6.C	The planting scheme for street trees shall be such that no street tree is planted closer than twenty feet (20') to any other street tree (whether an existing tree or a tree planted hereunder) with the trees being spaced without extreme variation in distance across each block face frontage taking into account existing site conditions and driveway locations.	Closer than 20' feet	Closer than 20' feet	By diversity of street trees an increased biodiversity, habitat creation, and naturalistic planting areas will be created throughout the development for the added benefit and use of future residents and fauna.
Section 3.2.1.3.E	Identification of the required amount of parkland is to be indicated on an approved subdivision plat.	Identification of the required amount of parkland is to be indicated in this document.	Identification of the required amount of parkland is to be indicated in this document.	The parks, open space and trails plan will define the required parkland for the Project.
Section 3.2.1.6	In addition to the provisions for neighborhood parks by dedication of land (public or private) or the payment of fees in lieu thereof as described above, a developer shall contribute an additional four hundred fifty dollars (\$450.00) per dwelling unit for the development of regional parks.	The City may consider Regional Parkland land dedication in lieu of monetary contribution in the amount of \$450.00 per dwelling unit. This agreement shall only be approved by the City Council.	Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master Parks Plan.	The open space and trails provide an exceptional amount of regional parkland that will be available for public use. Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master Parks Plan.
Section 3.5.3.1.A.1	If the property frontage is not on a designated super arterial or major arterial, the front wall of the building shall be located on a build-to building setback line located ten (10) feet from the ultimate right-of-way line of the street along the front of the property	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.1.A.2	If property frontage is on a designated super arterial, the front wall of the building shall be located on a build-to building setback line of seventy-one (71) feet from the ultimate right-of-way line of the street along the front of the property.	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.7.A	Building height in Iowa Colony is restricted to a maximum of two (2) stories, but in no case more than thirty-five (35) feet from the natural ground elevation, as fire protection above that height is not now possible	Buildings height shall be a maximum of 3 stories.	Buildings height shall be a maximum of 3 stories.	Allows for higher flexibility and more varying uses of commercial properties.

TABLE 7
Zoning Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Section 56.B.7 Table 5	A minimum of 6 parking spaces per 1,000 s.f. (medical office)	A minimum of 4 parking spaces per 1,000 s.f. (medical office)	A reduction in 2 parking spaces per 1,000 s.f. (medical office)	Allows for higher flexibility and more varying uses of commercial properties.
Section 74.d.iii.A.1	Compensating open space must be reasonably dry and flat with no more than twenty-five (25) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Increase total compensating open space allowed within one hundred (100) year flood plain to fifty (50) percent.	Allows for greater use of natural elements to be used to full potential. Utilizing natural floodways will allow residential sections to access trail network and greenway.
Section 74.d.iii.A.iv	Any area with single-family residential lots less than five thousand (5,000) square feet in lot area shall provide a property owners association to maintain the front yard between the face of the front of the house structure and the front property line of each lot for the area containing single-family residential lots less than five-thousand (5,000) square feet in lot area	No Traditional Single Family Residential product shall have lots maintained by the HOA. However, townhomes and other specialty product lots shall have front lawn maintenance provided by the HOA.	Only townhomes and other specialty product lots shall have front lawn maintenance provided by the HOA	HOA will have set maintenance and landscape guidelines that will be enforced for Traditional Single Family Residential lots, and town homes and other specialty products shall have front lawn maintenance provided by the HOA.
Section 74.d.iii.A.vii	Any area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall have the primary residential structure constructed with the following minimum and maximum building floor area: Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area; single-family residential lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, between four thousand (4,000) square feet and five thousand (5,000) square feet require a minimum building floor area of twenty-five hundred (2,500) square feet (not including the attached garage area) and a	Traditional single family residential lots may have a maximum lot coverage of 60%. Patio Home residential lots may have a maximum lot coverage of 70%. Townhome residential lots may have a maximum lot coverage of 70%. Quad residential lots may have a maximum lot coverage of 70%. Alley residential lots may have a maximum lot coverage of 70%	Traditional single family residential lots may have a maximum lot coverage of 60%. Patio Home residential lots may have a maximum lot coverage of 70%. Townhome residential lots may have a maximum lot coverage of 70%. Quad residential lots may have a maximum lot coverage of 70%. Alley residential lots may have a maximum lot coverage of 70%	Allowing a greater variety of housing products and variation in maximum lot coverage is a necessary component to achieve a healthy and sustainable community.

	<p>maximum first floor building coverage of fifty (50) percent of the single-family residential lot area; single-family residential lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between thirty-five hundred (3,500) square feet and four thousand (4,000) square feet require a minimum building floor area of twenty-five hundred (2,500) square feet and a maximum first floor building coverage of forty-five (45) percent.</p>			
Section 74.d.iii.2.a	<p>Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line unless the lot has rear alley access which shall require a minimum of twenty-four (24) feet between the face of the garage door and the opposing alley paving edge line or any other fence or structure and a minimum of three (3) feet rear building line for any other structure. If the driveway connection between the rear-loaded garage and the alley is to provide required on-site parking, the minimum rear building setback line for the garage is twenty (20) feet.</p>	<p>A traditional single-family residential lot shall have a minimum 10-foot rear building setback.</p> <p>Patio homes shall have a minimum 10-foot rear building setback.</p> <p>Townhomes shall have a minimum 5-foot rear building setback.</p> <p>Quads shall have a minimum 5-foot rear building setback.</p> <p>Alley product shall have a minimum 5-foot rear setback if front loaded and shall have a minimum 20-foot rear building setback if rear loaded.</p>	<p>A traditional single-family residential lot shall have a minimum 10-foot rear building setback.</p> <p>Patio homes shall have a minimum 10-foot rear building setback.</p> <p>Townhomes shall have a minimum 5-foot rear building setback.</p> <p>Quads shall have a minimum 5-foot rear building setback.</p> <p>Alley product shall have a minimum 5-foot rear setback if front loaded and shall have a minimum 20-foot rear building setback if rear loaded.</p>	<p>Allowing reductions in minimum lot setbacks is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.</p>
Section 74.d.iii.1.1	<p>The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area. No Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.</p>	<p>The Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.</p>	<p>The Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.</p>	<p>Allowing an increase in maximum lots will allow for a greater variety of housing products which is a necessary component in achieving a healthy and sustainable community. This will also allow for a greater ad valorem tax base.</p>

TABLE 8
Engineering Design Criteria Manual Variances

Design Manual Reference	Requirement	Proposed	Difference	Justification
Chapter 6.3.1.D	Minimum width requirements for a right-of-way: Local streets: 60 feet.	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.
Chapter 6.3.1.E	Pavement width on local streets is 28' B-B for "low density" residential developments and 32' for "medium density" residential streets.	Paving width shall be 28' B-B for all residential streets.	Consistent paving width of 28' regardless of housing density.	Consistent paving width provides a predictable street design standard. Housing density in single-family residential neighborhoods is of a consistent character regardless of numerical density and does not affect street usage.
Chapter 6.3.1.J.m	Preferred cul-de-sac length of 600' or less; if exceeding 600' length the cul-de-sac increases to 45' paving radius in 50' ROW radius.	Maximum cul-de-sac length of 800' before wider paving radius is triggered.	Maximum length increased by 200'.	Standard suburban curvilinear street design is meant to encourage cul-de-sac designs, but the 600' length is arbitrarily short and limits the practical ability to provide culs-de-sac for the community.

Plan of Development

E. Interpretation

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

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the Plan of Development and do not result in the reduction of open space by more than ten (10) percent within the project or exceed the maximum number of dwelling units permitted.

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

- The addition of new information to the Plan of Development, including maps or text that does not change or affect any of the regulations or guidelines contained therein. May include copies of the Developer's residential and commercial guidelines as applicable or any overall landscape plan and related tree/plant lists as may be developed through the course of this development, as well as any additional appendices that may be necessary to include and would not constitute a substantial change to the development as outlined below.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water, and sewer systems.
- Changes of land uses shown in the Land Use Plan within the Plan of Development, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed. Updated versions of the Land Use Plan may be provided over the course of this project in order to show current progress or developed areas.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in within this Plan of Development for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school, park sites, trails, or any other community feature.
- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

Plan of Development

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

G. Substantial Change

The Plan of Development may be substantially amended by submitting a Plan of Development Amendment to the City of Iowa Colony. A modification shall be considered a substantial change if the open space is reduced by more than 10% or there is a net increase in the total of units allowed.

H. Fees

This Plan of Development will be the governing document for any future development ordinances passed that impact this Project. The developer acknowledges that the fee schedule may increase and will comply with increases in fees. All fees shall be fair and reasonable.

I. Sales Tax Sourcing

The Developers shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.

J. Noncompliance

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

K. Expiration

The terms and regulations as outlined within this Plan of Development are intended to ensure adequate and predictable development regulations for the life of this project for the benefit of the City and the Developers. The terms of this Plan of Development shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. To that effect, this Plan of Development have an expiration date of fifteen years and will be the primary governing document for this property except as amended by necessity over the course of the project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 90 within the corporate limits of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Water Code, and all applicable law;

WHEREAS, the City Council finds that this Resolution was passed in full compliance with the Texas Open Meetings Act and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City;

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

Section 1. The City Council hereby finds that all statements contained in the preamble or in any other part of this Resolution are true.

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 90 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 90, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit 'B' and incorporated herein in full.

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

Section 4. This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 2024.

CITY OF IOWA COLONY, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

Exhibit A
The Property

Exhibit B

Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$20,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish (“TCEQ”), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon sixty (60) days' prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District or the Out-of-District Property (as defined in the Utility Agreement entered into by and between the Petitioner and the City), following full build-out within the District and the Out-of-District Property, shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District

will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

(h) This consent shall automatically be revoked if the Tract, as defined in the Development Agreement by and Among The City of Iowa Colony, Texas, and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller Trust, and Gen-Skip LLC, executed on or about the date of this Resolution, is not removed from the extraterritorial jurisdiction(s) of both the cities of Sandy Point and Alvin on or before January 31, 2025.

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas; and MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successors or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successors or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successors or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developers and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developers' commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

WHEREAS, the City, by resolution dated _____, has consented to the creation of the proposed District pursuant to the conditions of the City resolution and its code of ordinances (the "City Consent Resolution"); and

WHEREAS, the Developers intend to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 807.8 acres to be located within the corporate limits of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities (as defined below) needed to provide utility service to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an “allocation agreement” within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each;

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Annual Payments” shall mean the annual payments to be made by the City to the District, as provided in Article VI hereof.

“Approving Bodies” shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable

from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Manager” shall mean the City Manager of the City.

“City Tax Rate” shall mean the City’s ad valorem tax rate (excluding the debt service component) as calculated pursuant to Article VI of this Agreement.

“Development Agreement” shall mean the *Development Agreement by and Among the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, Et Al.* dated August 12, 2024.

“District” shall mean Brazoria County Municipal Utility District No. 90, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 807.8 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean Gannett Fleming, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“Facilities” shall mean and include the water supply and distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, parks and recreational facilities, and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports. The terms “Facilities” includes the Wastewater Facilities and Water Facilities as further described herein.

“Interim Wastewater Facilities” means one, or more, steel erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Interim Wastewater Facilities will be solely funded by District and/or Developers. The ownership and operation of the Interim Wastewater Facilities shall be governed by Section IV below.

“Out-of-District Property” means the approximately 92.94 acres of land shown on **Exhibit B** attached hereto and any additional land acquired by Developers located within the corporate limits of the City of Sandy Point, Texas with the consent of the City.

“Permanent Wastewater Facilities” means one, or more, concrete erected wastewater treatment service plants, and sites, necessary to serve the District and Out-of-District Property. The Permanent Wastewater Facilities will be regional and constructed on a regional site to be acquired and designated by the City.

“Wastewater Facilities” means, collectively, the Interim Wastewater Facilities and the Permanent Wastewater Facilities.

“Wastewater Impact Fee(s)” means the City’s impact fees for wastewater facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

“Water Facilities” means one, or more, permanent water plant facilities, sites, and one, or more, water wells necessary to serve the District. It is anticipated that at least one permanent water plant will be necessary to serve the District, with the associated water well(s) sufficient to provide at least 500 gallons per minute (“GPM”). The design and construction of the Water Facilities will be solely funded by District and/or Developers. The ownership and operation of the Water Facilities shall be governed by Section III below.

“Water Impact Fee(s)” means the City’s impact fees for water supply facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

ARTICLE II THE FACILITIES

2.01. The Facilities. The Facilities, as described in the Engineering Reports or otherwise, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and Utility Functions Agreement criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion and in accordance with the City's applicable development, regulatory, or building ordinances, from time to time may determine to be economically feasible.

2.02 Ownership by the City. As the Facilities are acquired and constructed, the District shall (when required by Section 3.02 of the Development Agreement) convey the same to the City (except for storm water detention facilities or channels, or parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will (when required by Section 3.02 of the Development Agreement) accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and (when required by Section 3.02 of the Development Agreement) accept the same once the defects have been corrected.

2.04 Operation by the City. Following acceptance of the Facilities, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels, or parks located within the District.

2.05 Reserved.

2.06 Road Facilities. The City and the District acknowledge that the development of the District shall be undertaken in various phases over many years. As a result, the parties acknowledge that certain Facilities, while potentially required if future development occurs within and/or nearby the District, may need to be deferred until such a construction need arises. With regards to the public roads within the District, the District shall not be required to build those portions of any major arterial, thoroughfare, or collector roads that will create dead-end road segments to the boundaries of the District until the earlier of i) at least 75% of then-projected equivalent single-family connections to be developed in the District have been connected to the water supply system serving such connections, ii) 15 years from the Effective Date, or iii) for any particular road segment, within 24 months of the City’s approval of a plat for development adjacent to the District where such road segment would connect or serve upon completion (the earliest of these events will constitute the “Trigger Point”). After the Trigger Point has been reached, the District’s capital project funds may only be used (except for emergency purposes) to construct those portions of the regional road projects unless the Developers have otherwise provided an escrow deposit to the City for the cost of such facilities. Furthermore, upon reaching the Trigger Point, a Developer and/or the District may request a variance or approval from the City to defer the construction of the applicable roads until such time as the District is 90% developed. The City, in its sole discretion, may grant or deny the deferral of road construction to the 90% benchmark as described herein. Notwithstanding the foregoing, neither the District nor any Developer will be required to construct any Facilities that, at the time of the Trigger Point, will be required to be removed, altered, or replaced due to the planned construction of a regional road project.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to the terms of Section 3.09 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Thus, the City shall provide the District with its ultimate requirements for water supply as needed and required by the District through these Water Facilities constructed by the District. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Water Facilities to provide sufficient water supply capacity for the District and the Out-of-District Property. Should the City elect to oversize, upsize, or expand any of the Water

Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

3.02. Rates. After the City's acceptance of the Facilities, City shall bill and collect from customers of the Water Facilities and shall from time to time fix such rates and charges for such customers of the Water Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Water Facilities will be equal and uniform to those charged other similar classifications of users in the City; provided, however, that the City may charge any customers of the Water Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation. After the City's acceptance of the Facilities, all revenues from the Water Facilities shall belong exclusively to the City.

3.03. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide water service to individual customers. The City may impose tap fees for connecting to the Water Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.04. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, unless necessitated by the needs of the development of the Tract or Out-of-District Property, as determined by the Engineers, should the City elect to connect the Water Facilities to the City's regional water supply and distribution system, the City shall design, fund, and construct any such necessary water distribution facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Water Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.

3.05. Reserved.

3.06. Reserved.

3.07. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's water plants (including those which have been constructed and conveyed by the District to the City), provided that this provision

shall not be interpreted to alter the District's obligation to construct all Water Facilities necessary to serve the Tract.

3.08. Water Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fee to the City.

3.09. Out-of-District Water Supply and Distribution Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, nothing herein shall prevent, and the City shall not object to, the Water Facilities providing water supply and distribution service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any water supply and distribution services from the Water Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE IV WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Wastewater Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to Section 4.10 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

4.02. Construction of Wastewater Facilities - Phasing. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Interim Wastewater Facilities to provide sufficient wastewater treatment capacity for the District and the Out-of-District Property. The Interim Wastewater Facilities will be permitted by the TCEQ and leased by the District. Any lease payments associated with the Interim Wastewater Facilities (the "Lease Payments") shall be paid solely by the District.

After construction of the Interim Wastewater Facilities has been commenced by the District, and until such time as at least one of the Interim Wastewater Facilities'

wastewater treatment plant is operational, the District shall be permitted to pump and haul wastewater from a manhole within the District to another permitted wastewater treatment facility. At such time as the District has seventy-five (75) active single-family residential connections (as demonstrated by corresponding certificates of occupancy), the District will not be able to add any additional connections until the Interim Wastewater Facilities have been completed and placed in service.

4.03 Construction of Permanent Wastewater Facilities – Phasing. The District and Out-of-District Property will be required to participate in the regionalization of wastewater treatment services by funding the construction of its Permanent Wastewater Facilities (or expanding existing City wastewater treatment plants(s)) at the City’s regional wastewater treatment plant site to be located at _____ (“Regional Plant Site”). The District shall bear the costs of the necessary lines and appurtenances to convey wastewater to the Regional Plant Site as more specifically provided for in Section 4.06 of this Agreement. Upon the earlier of (a) the average daily flow in the Interim Wastewater Facilities reaching 75% of the cumulative design capacity for all interim phases, (b) twenty years from the date the first phase of an Interim Wastewater Facility was placed into service, or (c) the date the District/Developers are required to deposit the Escrowed Funds (as defined below) the City shall commence the design of the first phase Permanent Wastewater Facilities at the Regional Plant Site and thereafter proceed with diligence to construct the Permanent Wastewater Facilities to provide wastewater treatment services to the District. The City shall complete construction, subject to District funding, of the final phase of the Permanent Wastewater Facilities no later than 20 years from the date the final phase of all Interim Wastewater Facilities was put into service.

At the time of filing with the City a preliminary plat that would include the 1,500th single-family residence in the District, the District and/or Developers shall be required to escrow with the City the estimated costs of the design and construction of the District’s Permanent Wastewater Facilities as estimated in good faith by both the Engineers and the City engineer (the “Escrowed Funds”). The City shall separately account for the Escrowed Funds and use such funds, including accrued interest thereon, solely for the design and construction of the Permanent Wastewater Facilities. The District/Developers shall only be responsible for funding wastewater treatment capacity necessary to serve the District and the Out-of-District Property to the effect that the District/Developers shall neither incur, nor pay, any costs related to the design or construction of the District’s Permanent Wastewater Facilities to the extent such facilities are oversized to serve other third parties. Upon completion of the construction of the Permanent Wastewater Facilities, the City will perform a final accounting of the costs of the design and construction of same and provide a copy of the accounting to the District. If the costs exceed the amount of Escrowed Funds, including interest earned thereon, the City shall invoice the District for the difference, and the District shall pay such invoice within 45 days of receipt. If the accounting shows a surplus of Escrowed Funds, the City shall refund such overpayment to the District within 45 days. The District /Developers shall

have reserved for themselves, in the Permanent Wastewater Facilities, all capacity funded by the District/Developers pursuant to this Section to serve the Tract and the Out-of-District Property. The City shall not make additional wastewater commitments to other parties that would negatively impact the District and Developers' reservations set forth in the immediately preceding sentence.

4.04. Rates. After the City's acceptance of the Facilities, the City shall bill and collect from customers of Wastewater Facilities, and shall from time to time fix such rates and charges for such customers as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by Wastewater Facilities will be equal and uniform to those charged other similar classifications of users all areas of the City; provided, however, that the City may charge any customers of the Wastewater Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation.

4.05. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.06. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The District and/or Developers shall design, finance, and construct such necessary wastewater facilities (including, but not limited to, force mains, lift stations, and associated property acquisition and/or road improvements) to connect the Tract and the Out-of-District Property to the Permanent Wastewater Facilities located at the Regional Plant Site (the "Offsite Wastewater Line Extensions"). In the event that the City constructs the Permanent Wastewater Facilities at a different location than the Regional Plant Site, then the City shall bear all costs associated with the design and construction of the Offsite Wastewater Line Extensions in excess of the cost (as estimated in good faith by both the Engineers and the City engineer) to design and construct the Offsite Wastewater Line Extensions to Regional Plant Site. The District and the City shall cooperate on the timing of the construction and location of the Offsite Wastewater Line Extensions.

4.07. Wastewater Connections. The District may construct multiple connections between the Permanent Wastewater Facilities and the District's wastewater treatment system, the location(s) of which shall be mutually agreed upon by the District and the City Engineer, but which shall be located within the District's boundaries (the "Wastewater Points of Connection"). All wastewater collected from customers within the District and the Out-of-District Property shall be delivered through the Wastewater

Points of Connection. The City shall, within eighteen (18) months of the anticipated completion of the Permanent Wastewater Facilities, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Wastewater Points of Connection.

4.08. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City’s wastewater treatment plants (including those which have been constructed and conveyed by the District to the City), provided that this provision shall not be interpreted to alter the District’s obligation to construct all Wastewater Facilities necessary to serve the Tract.

4.09. Wastewater Impact Fees. In consideration for the District’s financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

4.10. Out-of-District Wastewater Collection and Treatment Service. In consideration for the District’s financing, design, construction, and implementation of the ultimate provision of wastewater collection and treatment services to serve the District, nothing herein shall prevent, and the City shall not object to, the Wastewater Facilities providing wastewater collection and treatment service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any wastewater collection and treatment services from the Wastewater Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

- (a) Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas. The District shall not be authorized to sell Bonds until it has provided the City with a certified copy of the Texas Commission on Environmental Quality order approving the Bond issue.

- (b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax, provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed \$1.50 per \$100 in valuation.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing for developer's operating advances, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

5.03 Reserved.

5.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.

5.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
ANNUAL PAYMENTS AND DISTRICT TAXES

6.01. Calculation of Annual Payments. In consideration of the acquisition and construction of the Facilities by the District and in order to comply with Texas Commission on Environmental Quality rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make an annual payment to the District (“Annual Payment”). The Annual Payment shall only be made based on the City’s tax revenues actually collected and received by the City from real property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be rebated to the District under this Section. Expressed as a formula, the Annual Payment is: City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage.¹ The City shall not rebate any portion of the debt service component of its tax rate to the District.

The structure of the District’s receipt of the Annual Payments shall be as follows:

2025-2029	Annual Payment equal to 100% of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage
2030-2034	Annual Payment equal to 75% of the City’s Tax Rate of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage
2035-2039	Annual Payment equal to 50% of the City’s Tax Rate of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage

The Parties recognize that the City Tax Rate may increase or decrease over time. As such, the City shall annually reevaluate and determine the City Tax Rate for the purposes of this Agreement. The Parties shall use the City’s most recent Comprehensive Annual Financial Report and the District’s most recent certified tax roll from the Brazoria County Appraisal District. The Annual Payment shall be used by the District to pay for the design and construction of water, sewer, and drainage facilities, park and recreational facilities or road facilities or to pay debt service on outstanding bonds issued by the District.

¹ This formula is included for ease of calculation. As described above, the Annual Payment is funded from the taxes actually collected and received by the City. However, as there will inevitably be corrections, supplements, and adjustments to the tax rolls (as further described in Section 6.03), the formula included here simplifies the complex math associated with such changes.

6.02. Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each May 1 thereafter (the “Payment Date”), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g., if the District receives a tax roll for the calendar year 2027, the Annual Payment for such year will be due May 1, 2028). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid.

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual Payment. The parties recognize and acknowledge that, from time to time, the Brazoria County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of the Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather than payment within such 45 days, the next Annual Payment shall be adjusted accordingly. The obligation of the City to make Annual Payments to the District shall terminate on (i) the date when all of the District’s obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Annual Payment shall be made with respect to tax years 2040 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District’s Assets and assumes the District’s Obligations as provided by law and Article VII, below.

6.04. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the

City from time to time in the City’s Department of Finance and Administration, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

6.05. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District’s Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund; and (ii) for maintenance purposes all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to, or initiates a lawsuit for, unpaid taxes.

6.06. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VII
DISSOLUTION OF THE DISTRICT

7.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District’s Assets and assume the District’s Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 95% of the District’s Facilities have been developed; and
2. The costs of the Facilities have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

7.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VIII REMEDIES IN EVENT OF DEFAULT

8.01 Default by Either Party. The Parties hereto expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the nonbreaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party. In the event that a Party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching Party shall be required to pay for the non-breaching Party's attorneys fees and court costs.

8.02 Notice of Default. The non-breaching Party shall notify the other Party in writing of an alleged failure to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Party shall, within thirty (30) days after receipt of such notice or such longer period of time as may be included in the notice, either cure such alleged failure or, in a written response to the non-breaching party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01. Assumption by the District. Developers covenant and agree to cause the District to approve, execute, and deliver to the City this Agreement within forty-five (45) days of the District's confirmation election. However, if the District fails to execute this Agreement within the forty-five (45) days, or in the event that the District has not been created by December 31, 2025, either Developers or City may terminate this Agreement upon ten (10) days' written notice to the other party. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required herein, then Developers shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek

reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the failure has been cured.

9.02. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City’s corporate limits.

9.03. Force Majeure. In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

9.04. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.05. Address and Notice. Any formal notices or other communications (“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, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days 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, Texas
3144 Meridiana Parkway
Iowa Colony, Texas 77583
Attn: City Manager

Maple Farms:	Maple Farms Holdings LLC 1333 West Loop South, Suite 910 Houston, Texas 77027 Attn: Mr. Itiel Kaplan itiel@mapledevelopmentgroup.com
521 Opportunity:	521 Opportunity LLC 24000 AJ Foyt Road Hockley, Texas 77447 Attn: Mr. Mark Terpstra mark@texaslandinvestments.net
Gregory Lloyd Miller Trust:	Gregory Lloyd Miller Trust 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
Gen-Skip:	Gen-Skip LLC 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
District:	Brazoria County Municipal Utility District No. 90 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Robert A. Seale rseale@abhr.com

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 (5) 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.

9.06. Assignability. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether

one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 9.06, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

9.07. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

9.08. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

9.09. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

9.10. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

9.11. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

9.12. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

9.13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

9.14 No Allocation Agreement. The Parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the Parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be terminated, and the Parties agree to enter into such subsequent agreement(s) as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each Party agrees to cooperate with the other to implement the intent of this paragraph.

9.15 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the date hereof (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District. Further, a Developer or the City may terminate this Agreement in the event that the Texas Commission on Environmental Quality does not adopt an order consenting to the creation of the District on or before December 31, 2025.

9.16 Statutory Verifications. Each Developer makes the following verifications in this section:

- a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy

companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

- b. No Boycott of Firearms. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.
- c. Chapter 2252, Texas Government Code. Each Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.
- d. Form 1295. Each Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20__.

THE CITY OF IOWA COLONY, TEXAS

Mayor

ATTEST/SEAL

City Secretary

APPROVED AS TO FORM:

City Attorney

MAPLE FARMS HOLDINGS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

521 OPPORTUNITIES LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

GREGORY LLOYD MILLER TRUST

By: _____

Name: _____

Title: _____

GEN-SKIP LLC,
a Louisiana limited liability company

By: _____

Name: _____

Title: _____

Pursuant to Section 9.01 hereof, the District has executed the Agreement.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 90

By: _____

Name: _____

Title: President, Board of Directors

Date: _____

STATE OF TEXAS §

§

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____,
20__, by _____, President of the Board of Directors of the Brazoria County
Municipal Utility District No. 90, on behalf of said entity.

Notary Public, State of Texas

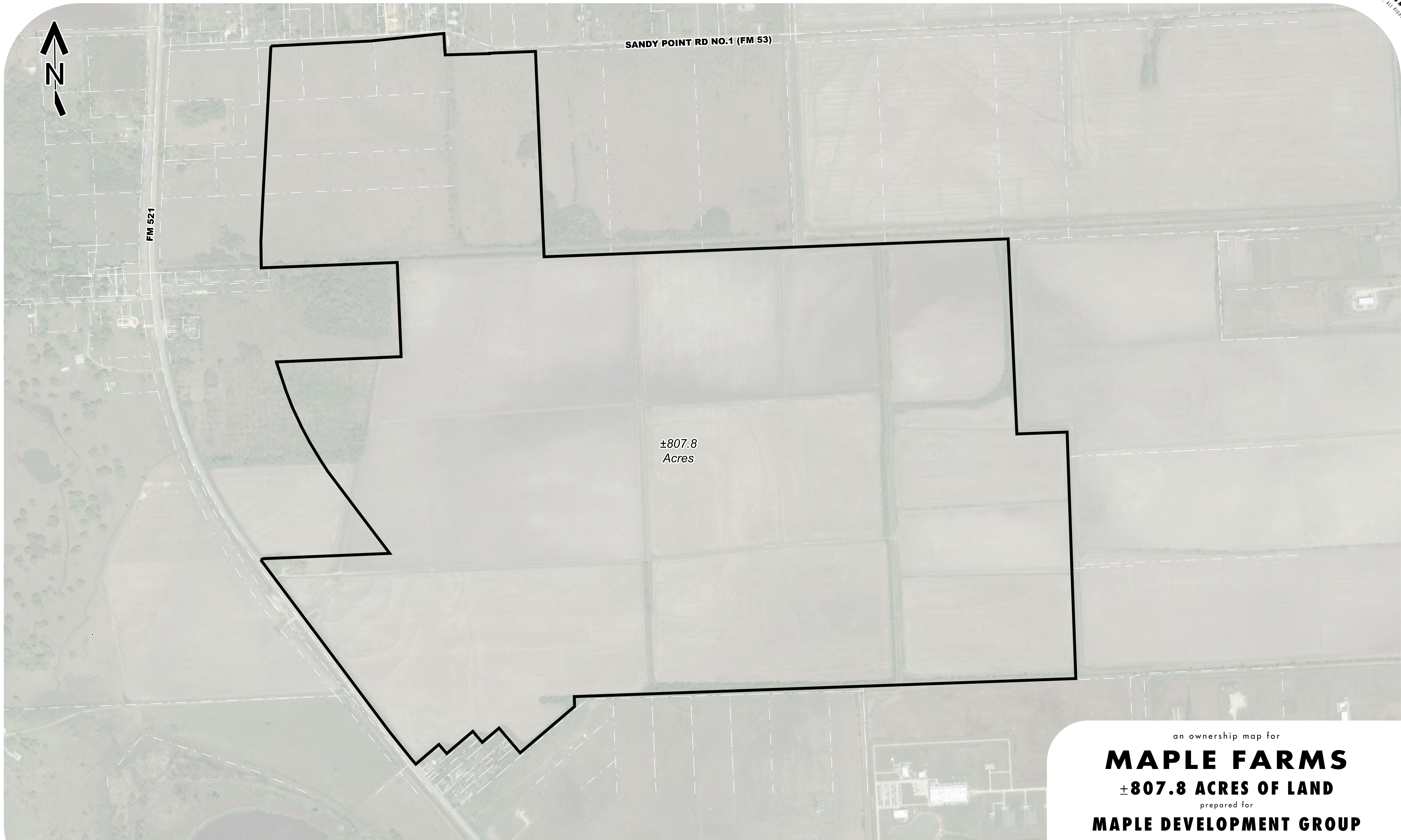
Printed Name: _____

My Commission Expires: _____

(SEAL)

Exhibit A
District Boundaries

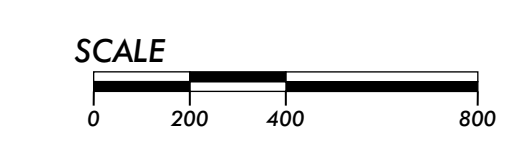
Exhibit B
Out-of-District Property



an ownership map for
MAPLE FARMS
 ±807.8 ACRES OF LAND
 prepared for
MAPLE DEVELOPMENT GROUP



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422

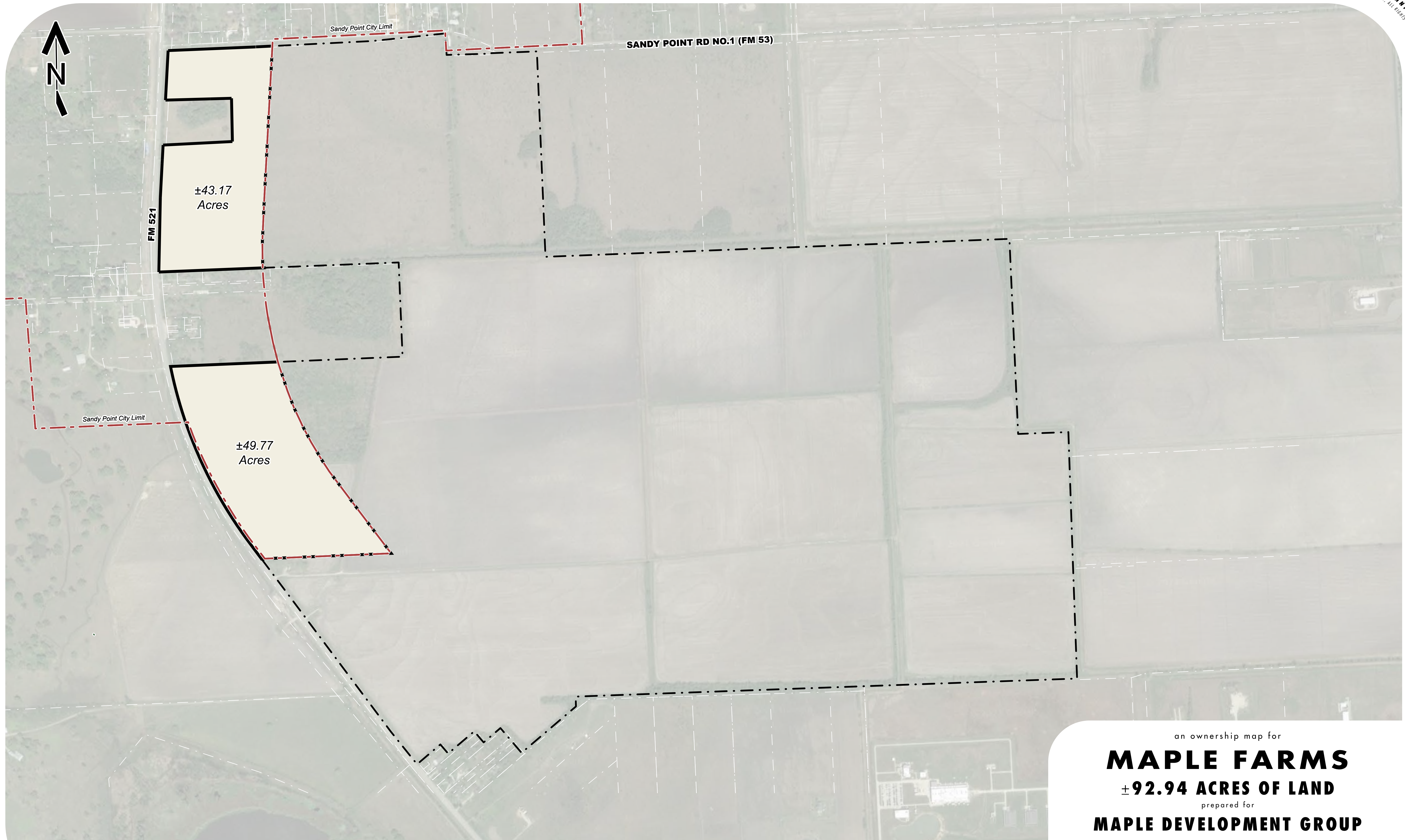


MTA-45005
 AUGUST 5, 2024

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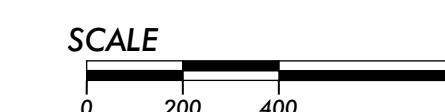
EXHIBIT A



an ownership map for
MAPLE FARMS
 ± 92.94 ACRES OF LAND
 prepared for
MAPLE DEVELOPMENT GROUP



24285 Katy Freeway, Ste. 525
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-45005
 JULY 1, 2024

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EXHIBIT B

PETITION FOR ANNEXATION
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned, MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successor or assigns (“Maple Farms”), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns (“521 Opportunity”); GREGORY LLOYD MILLER, TRUSTEE OF THE GREGORY LLOYD MILLER TRUST, or its successor or assigns (“Gregory Lloyd Miller Trust”); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns (“Gen-Skip”) (each, a “Petitioner” and, collectively, the “Petitioners”), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the “Land”), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 807.8 acres currently located outside the corporate limits or extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) of any municipality.
2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
3. The Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that owns the Land or has an ownership interest in any part of the Land. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have entered into a development agreement with the City.
4. This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioner’s successors and assigns.
5. This Petition is irrevocable while the Development Agreement between the City of Iowa Colony and Petitioners is in effect as to the Land.

Respectfully submitted this ____ day of ____, 2024.

MAPLE FARMS HOLDINGS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of Maple Farms Holdings LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

GEN-SKIP LLC,
a Louisiana limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of Gen-Skip LLC, a Louisiana limited liability company on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

GREGORY LLOYD MILLER TRUST

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of Gregory Lloyd Miller Trust, on behalf of said trust.

Notary Public, State of Texas

EXHIBIT A
The Land



CITY OF IOWA COLONY

CITY COUNCIL WORKSESSION MINUTES

Item 18.

Wednesday, July 10, 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 10th day of July 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

And Councilmember Kareem Boyce and Councilmember Sydney Hargroder being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER

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

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on a usage report regarding Next Level Prime Memberships for city employees.
Alyson Waybright presented the next level utilization report for next level prime.
2. Discussion on FY2024-25 Budget Workshop
Robert Hemminger provided an overview of the of priorities for this budget year and topics as previously discussed. He discussed revenues based on estimates, as that is all that we have received. He stated that we do not have the final numbers as of yet. He reviewed expenditures based on the estimates that we have been provided. He also presented the Crime Control and Prevention District Plan and Budget to the City Council and notified them that the Crime Control and Prevention District board recommended approval of the proposed plan and budget.
3. Discussion on the Plan of Development for the Crystal Center Entertainment District at Iowa Colony.
Emily Drake introduced the client team presenting this project as follows:
Travis Harrison
John Cordasco

Jerry Turboff
Uri Man
Stan Winters

Uri Man provided a presentation on a project that was done at Lago Mar and what they hope to do here in Iowa Colony.

Emily Drake presented a slideshow of the project to the City Council. Discussion took place regarding positives and negatives of density, multifamily, cost of the project, market factors, types of retail, site impacts on density, and traffic. After thorough discussion, they outlined the subsequent steps for the project.

The worksession was recessed at 7:33 P.M. The worksession resumed at 7:44 P.M.

ADJOURNMENT

The worksession was adjourned at 8:05 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 19.

**Wednesday, July 10, 2024
7:00 PM**

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

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 10th day of July 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

And Councilmember Kareem Boyce and Councilmember Sydney Hargroder being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER

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

INVOCATION

Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS

There were no comments from the public.

COUNCIL COMMENTS

Councilmember Barnett mentioned that it is going to be a busy hurricane season. We are on the road to recovery from Hurricane Beryl. He stated that there was good team effort from the city and staff regarding coordination and communication, and he appreciates that. He reminded everyone to be prepared as we don't realize how much something means until we don't have it.

Councilmember Murray provided no comments.

Mayor Pro Tem Greene-Scott thanked the Parks and Recreation Committee, Staff, and Sponsors for the wonderful Fourth of July Festival. She mentioned the blessings that came from the hurricane. She stated that Councilmember Barnett is a great meteorologist. She thanked the members in attendance at the council meeting.

Mayor Kennedy thanked the City Council and Staff for the Fourthfest.

Councilmember Varlack thanked Councilmember Barnett for the updates regarding the storm. He would like to look at the emergency plans again. We had a fantastic Fourth of July event fireworks display. Iowa Colony has the longest fireworks display in Brazoria County. He appreciates the first responders during the storm.

STAFF REPORTS

City Manager; Robert Hemminger provided the following comments during staff reports.

The Fourthfest turned out great. He thanked the Staff and Parks and Recreation Committee for putting the event together. He recognized the volunteers that helped with the event. He recognized the City of Manvel's partnership for the event.

He provided an update regarding hurricane Beryl. At one point all of the city was without power. Yesterday evening about half of the city's power was restored and this evening about half of Meridiana's was restored. There are trees and fences throughout the city that are down. City crews did go out immediately to clear trees and roadways. Debris collection has been activated. The city has had the contracts in place for a while. The trucks to collect debris will start on Monday to provide residents the weekend to start getting it together. Also, the Mayor provides message updates so he encouraged residents that if they have not signed up to receive the notifications to go ahead and do so as he will be providing information for debris collection. There is an item on the agenda to approve a resolution for debris pickup to include private roads for council consideration later on this evening.

He extended a special thank you to the Staff from the City Council. He heard from every City Council member a thanks to the staff. From the staff to the City Council, thank you for the expressions of concern over their homes, wellness, and safety. He also provided a special thank you to Councilmember Barnett. He appreciates the reports he provided regarding the hurricane. He gave a special thanks to the citizens for looking out for one another and helping each other.

- 1. Building Official/Fire Marshal Monthly Report
- 2. Police Department Monthly Report
- 3. Municipal Court Monthly Report
- 4. Public Works Monthly Report
- 5. City Engineer Monthly Report
- 6. Finance Monthly Reports

EXECUTIVE SESSION-8:19 P.M.

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

- 7. Discuss personnel matters related to City Manager annual performance appraisal.
- 8. Discussion on potential or threatened legal action related to development agreement default.

POST EXECUTIVE SESSION- 10:16 P.M.

ITEMS FOR CONSIDERATION

- 9. Consideration and possible action on the Mayor's Disaster Declaration for Tropical Storm (Hurricane) Beryl and related matters.

Motion made by Mayor Pro Tem Greene-Scott to adopt a resolution ratifying the Disaster Declaration for the City of Iowa Colony issued on July 7, 2024 and authorizing the continuation

of such disaster declaration, Seconded by Councilmember Murray.

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

Motion made by Mayor Pro Tem Greene-Scott to adopt a resolution declaring a public necessity to remove disaster debris from private roads in Iowa Colony, Seconded by Councilmember Varlack.

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

10. Consideration and possible action to set the date, time, and place for the public hearing on the proposed Crime Control and Prevention District Plan and Budget.

Motion made by Councilmember Murray to schedule a public hearing for the 2024-25 Crime Control and Prevention District proposed budget on Monday, August 12, 2024, at 7:00 P.M., 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 Varlack

11. Consideration and possible action on City Manager annual performance review.

Motion made by Councilmember Varlack to approve the City Manager's annual performance appraisal and related matters as discussed in Executive Session, Seconded by Mayor Pro Tem Greene-Scott.

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

12. Consideration and possible action on an ordinance granting a variance to the transparency requirements in the City's Unified Development Code at 3215 Meridiana Parkway.

Motion made by Councilmember Murray to approve an ordinance on first and final reading granting a variance to the transparency requirements in the City's Unified Development Code at 3215 Meridiana Parkway, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud.

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

13. Consideration and possible action on a specific use permit for a car dealership in Sierra Vista.

Motion made by Councilmember Varlack to approve a specific use permit for a car dealership in Sierra Vista, Seconded by Mayor Pro Tem Greene-Scott.

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

14. Consideration and possible action on the Crystal Center Entertainment District Plan of Development (PD).

Motion made by Mayor Pro Tem Greene-Scott to approve the Plan of Development subject to Staff and City Attorney review of the language discussed and with 15 acres to retail establishments in an "L" shape and a maximum 65 ft. height with no more than 650 units in the multi family, Seconded by Councilmember Varlack.

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

Voting Abstaining: Councilmember Barnett stated he has a conflict of interest regarding this item

CONSENT AGENDA

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

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

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

15. Consider approval of the June 10, 2024 City Council Worksession minutes.
16. Consider approval of the June 10, 2024 City Council meeting minutes.
17. Consider renewal of Certificate of Deposit xxx7818 with Veritex Community Bank
18. Consider approval of the 2023 Tax Increment Reinvestment Zone No. 2 (TIRZ 2) Annual Report
19. Consider approval of an engagement letter with Whitley Penn for auditing services.
20. Consider acceptance of the Quarterly Investment Report.
21. Consider approval of the Ellwood Section 1A Preliminary Plat.
22. Consider approval of the Ellwood Section 1B Preliminary Plat.
23. Consider approval of the Ellwood Detention Reserve A and B Preliminary Plat.
24. Consider approval of the Ellwood Karsten Boulevard Phase I Street Dedication Preliminary Plat.
25. Consider approval of the Brazoria County Municipal Utility District No. 57 Lift Station No. 3 Final Plat.
26. Consider approval of the Prose Sierra Vista Preliminary Plat.
27. Consider approval of the Sierra Vista Corner Replat No. 2.
28. Consider approval of Sterling Lakes North Section 2 Early Plat Disbursement Request No. 6.
29. Consider approval of an interlocal agreement with Brazoria County for ROW acquisition.

ADJOURNMENT

The meeting was adjourned at 10:41 P.M.

APPROVED THIS 12TH DAY OF AUGUST 2024

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



Thursday, July 18, 2024

Amanda Rabijs
Windrose
5353 W Sam Houston N #150
Houston, TX 77041
Email: amanda.rabijs@windroseservices.com

Re: MH Sierra Vista Final Plat
Letter of Recommendation to Approve
COIC Project No. 4153
Adico, LLC Project No. 16007-2-377


Dear Ms. Rabijs:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the fourth submittal for MH Sierra Vista Final Plat received on or about July 17, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

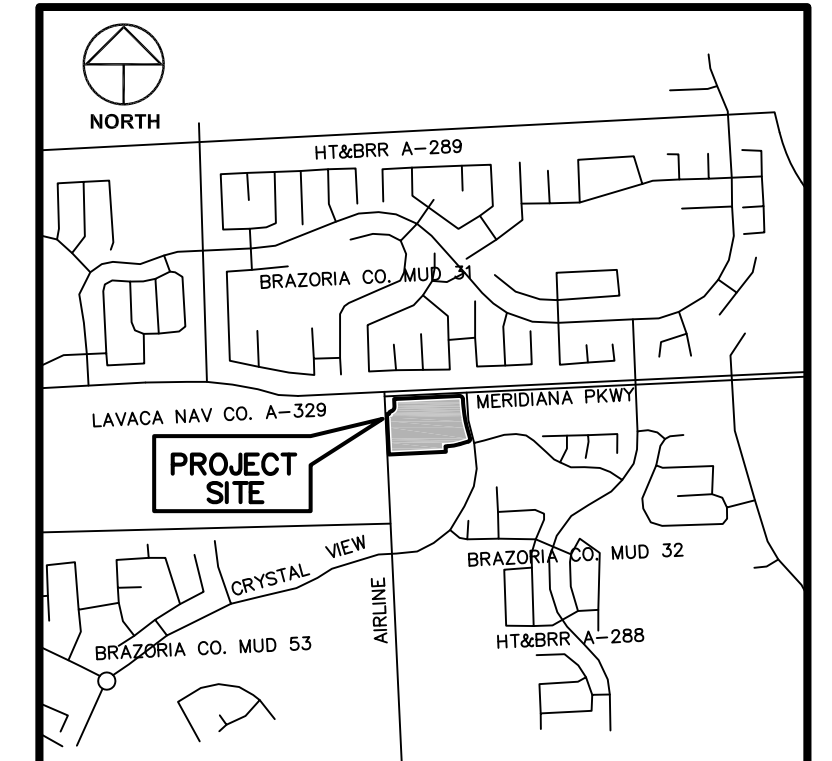
Based on our review, we have no objection to the final plat as resubmitted on July 17, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than July 30, 2024 for consideration at the August 5, 2024, Planning and Zoning meeting.

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

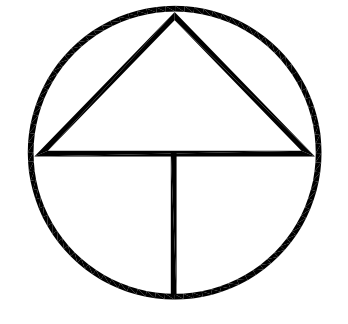
Sincerely,
Adico, LLC


Dinh V. Ho
TBPE Firm No.16423

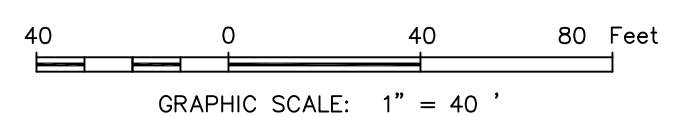
Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC



IOWA COLONY, BRAZORIA COUNTY, TEXAS
VICINITY MAP
 SCALE: 1" = 2000'



NORTH



CURVE CHART					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	35.00'	54.98'	S 47°43'36" E	49.50'
C2	4°01'05"	510.00'	35.76'	S 04°44'08" E	35.76'
C3	8°56'03"	840.00'	130.98'	S 11°12'42" E	130.85'
C4	90°00'00"	25.00'	39.27'	S 29°19'17" W	35.36'
C5	128°02'	500.00'	12.51'	S 73°36'15" W	12.51'
C6	14°20'34"	500.00'	125.16'	S 80°03'31" W	124.84'
C7	80°08'04"	25.00'	34.97'	N 37°19'30" E	32.18'
C8	80°07'07"	50.00'	69.92'	N 37°19'58" E	64.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 74°19'17" W	18.84'
L2	S 72°53'14" W	63.28'
L3	S 87°13'48" W	25.00'
L4	N 87°15'28" E	20.02'
L5	N 75°49'35" E	109.41'

ABBREVIATIONS

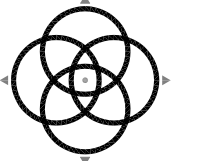
- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND. - FOUND
- B.C.C.F. - BRAZORIA COUNTY CLERKS' FILE
- B.C.D.R. - BRAZORIA COUNTY DEED RECORDS
- B.C.M.R. - BRAZORIA COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- AC. - ACRES
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- U.E. - UTILITY EASEMENT
- IRC - IRON ROD
- (S) - SET 5/8" CAPPED IR "WINDROSE"

FINAL PLAT
MH SIERRA VISTA

A SUBDIVISION OF
 10.192 ACRES / 443,957 SQ. FT.
 SITUATED IN THE
 H. T. & B. RR. CO. SURVEY, ABSTRACT NO. 288
 IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 6 RESERVES
 JULY 2024
 Owner
 MH SIERRA VISTA HOLDINGS, LLC
 6003 ISLA VISTA CT
 HOUSTON TX 77041
 832 858-5016

Surveyor



WINDROSE
 LAND SURVEYING I PLATTING

FIRM REGISTRATION NO. 10108800
 713.458.2281 | WINDROSESERVICES.COM
 5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

Z:\0818-SIERRA VISTA\PLAT\20240717-PLAT-FINAL-SIERRA VISTA-8018-1123298.DWG - ARABUS - 07/17/24

Wednesday, August 7, 2024

Joseph Alonzo
Bowman Consulting Group
1445 N. Loop West, Suite 450
Houston, TX 77008
jalonzo@bowman.com

Re: Prose Sierra Vista Final Plat
Letter of Recommendation to Approve - Updated
COIC Project No. 4319
Adico, LLC Project No. 16007-2-387

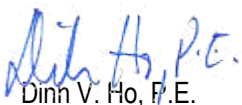
Dear Mr. Alonzo:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Prose Sierra Vista Final Plat received on or about July 23, 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 final plat as resubmitted on July 23, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, July 31, 2024, for consideration at the Planning and Zoning meeting on August 6, 2024. This updated Recommendation reflects a Lienholder Subordination release.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-387

Wednesday, July 31, 2024

Merrett Huddleston
Elevation Land Solutions
9709 Lakeside Blvd., Suite 200
The Woodlands, TX 77381

Re: Sierra Vista Section 10 Final Plat
Letter of Recommendation to Approve
COIC Project No. 4023
ALLC Project No. 16007-2-373

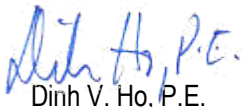
Dear Ms. Huddleston:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sierra Vista Section 10 Final Plat, received on or about July 16, 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 final plat as resubmitted on July 16, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 1, 2024, for consideration at the August 5, 2024, Planning and Zoning meeting.

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

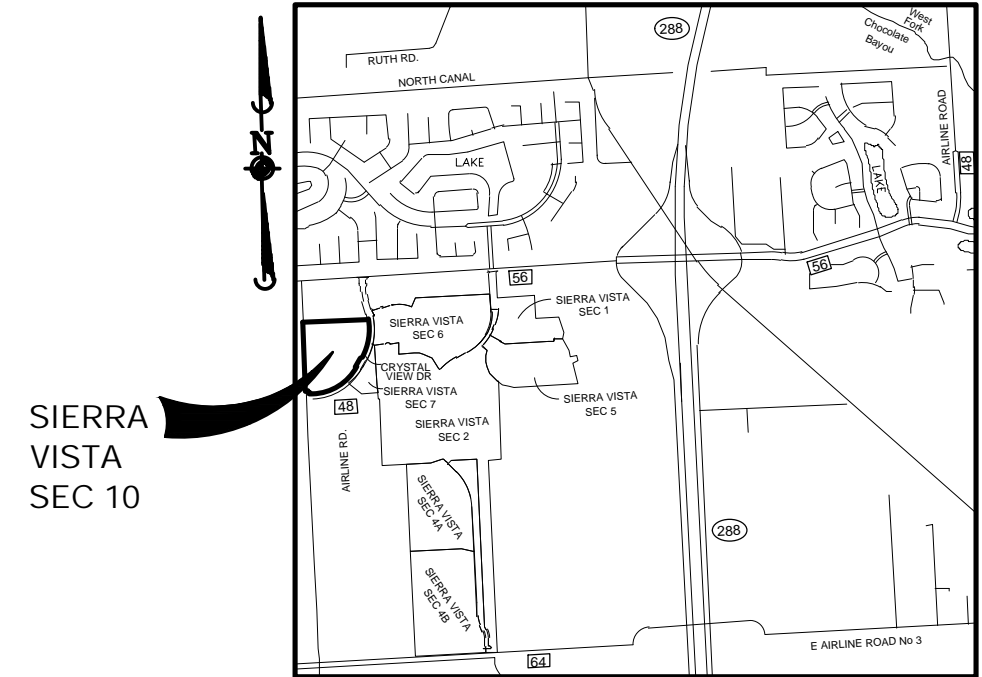
Sincerely,
Adico, LLC



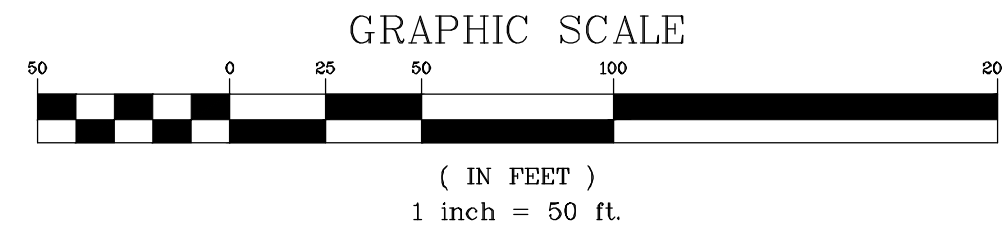
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-2-373

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To
A	6,039.31	0.1386	LANDSCAPE, OPEN SPACE AND UTILITIES
B	20,909.36	0.4800	LANDSCAPE, OPEN SPACE AND UTILITIES
C	6,343.69	0.1456	LANDSCAPE, OPEN SPACE AND UTILITIES
D	9,149.14	0.2100	LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	42,441.50	0.9742	



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 691 M & R, 692 J & N
1" = 2,640'



- ABBREVIATIONS**
- AE= AERIAL EASEMENT
 - DE= DRAINAGE EASEMENT
 - PAE= PRIVATE ACCESS EASEMENT
 - PUE= PUBLIC UTILITY EASEMENT
 - SSE= SANITARY SEWER EASEMENT
 - SSSE= STORM SEWER EASEMENT
 - UVE= UNOBSTRUCTED VISIBILITY EASEMENT
 - UE= UTILITY EASEMENT
 - WLE= WATER LINE EASEMENT
 - BL= BUILDING LINE
 - ROW= RIGHT-OF-WAY
 - BCCF= BRAZORIA COUNTY CLERK'S FILE
 - BCDR= BRAZORIA COUNTY DEED RECORDS
 - BCPR= BRAZORIA COUNTY PLAT RECORDS
 - BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
 - BCOPRRP= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
 - VOL., PG._= VOLUME, PAGE NUMBER
 - FND= FOUND
 - IRC= IRON ROD W/ CAP
 - 5/8"= 5/8" IRON ROD WITH CAP TO BE SET
 - STREET NAME CHANGE



COUNTY ROAD 48
(WIDTH VARIES)
VOL. 2 PG. 113 BCDR
BCCF No. 2022051615
BCOPR

REMAINDER OF
CALLED 190.484 ACRES
FNOPS PARTNERSHIP, LTD
BCCF No. 02 050042
BCCF No. 03 017762

SIERRA VISTA WEST
SEC 10
BCCF No. 2022051615
BCOPR

SIERRA VISTA
SEC 6
BCCF No. 2019057687
BCOPR

SIERRA VISTA
SEC 2
BCCF No. 2017058181
BCOPR

SIERRA VISTA
SEC 7
BCCF No. 2019055303
BCOPR

REMAINDER OF
CALLED 240.9 ACRES, TRACT II
TO ASTRO SIERRA VISTA LP
BY SPECIAL WARRANTY DEED
BCCF No. 2021084558
BCOPR

**FINAL PLAT
SIERRA VISTA
SEC 10**

A SUBDIVISION OF 16.61 ACRES OF LAND
OUT OF THE
H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288
BRAZORIA COUNTY, TEXAS

166 LOTS 4 RESERVES 3 BLOCKS
JULY 2024

**OWNER/
DEVELOPER:** ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

**ENGINEER/
SURVEYOR:** **ELEVATION**
land solutions
TBPB REGISTRATION NUMBER F-22671
5709 LAKESIDE BLVD., SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692

FINAL PLAT NOTES:

- 1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 10/16/2023.
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 32 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
... 16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.

BRAZORIA COUNTY DRAINAGE DISTRICT No. 5 FINAL PLAT AND CONSTRUCTION NOTES

- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 12-INCHES ABOVE CROWN OF ROAD OR BASE FLOOD ELEVATION.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
... 13. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE.

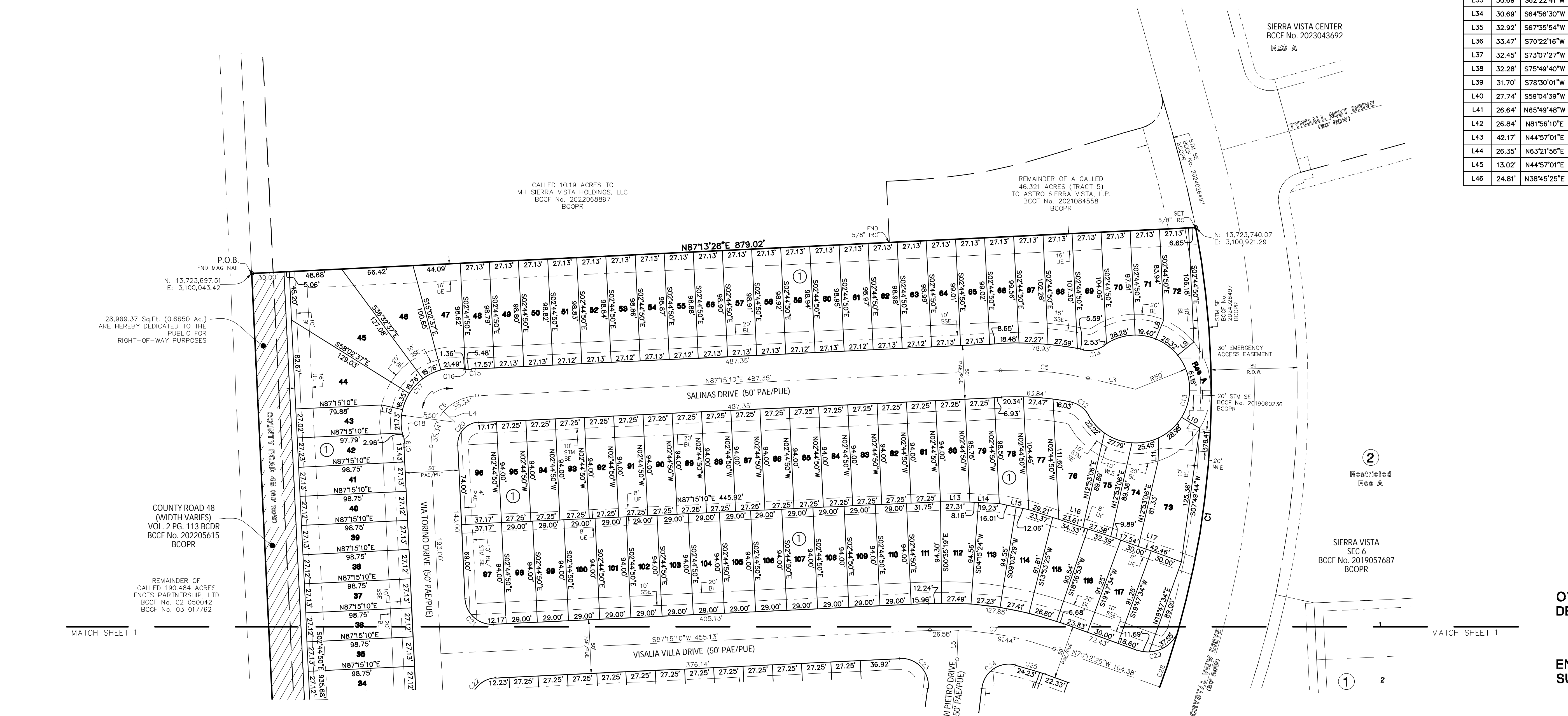
Table with 6 columns: Curve #, Length, Radius, Delta, CHORD LENGTH, CHORD BEARING. Contains 25 rows of curve data.

Table with 6 columns: Curve #, Length, Radius, Delta, CHORD LENGTH, CHORD BEARING. Contains 25 rows of curve data.

Table with 3 columns: Line #, Length, Direction. Contains 26 rows of line data.

GRAPHIC SCALE (1 inch = 50 ft), ABBREVIATIONS (AE= AERIAL EASEMENT, DE= DRAINAGE EASEMENT, etc.), and a north arrow.

Reserve Area Table with 4 columns: Reserve Letter, Area (Sq Ft), Area (Ac), Usage Restricted To. Lists reserves A, B, C, D.



FINAL PLAT SIERRA VISTA SEC 10
A SUBDIVISION OF 16.61 ACRES OF LAND OUT OF THE H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288 BRAZORIA COUNTY, TEXAS
166 LOTS 4 RESERVES 3 BLOCKS JULY 2024

OWNER/DEVELOPER: ASTRO SIERRA VISTA, L.P. A DELAWARE LIMITED PARTNERSHIP C/O STARWOOD LAND ADVISORS 6310 CAPITAL DRIVE, SUITE 130 LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/SURVEYOR: ELEVATION land solutions
1099 LAKEVIEW BLVD, SUITE 200 THE WOODLANDS, TX 77381 832.823.2200 TBS REGISTRATION NUMBER 10194692

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 16.61 acre (723,719 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 51, Abstract No. 288, in Brazoria County, Texas, being a portion of the remainder of a called 118.733 acre tract (Tract 1) conveyed to Astro Sierra Vista, L.P. by deed recorded in Clerk's File No. 2021084558, Brazoria County Official Public Records, and being a portion of the remainder of a called 46.321 acre tract (Tract 5) conveyed to Astro Sierra Vista, L.P. by deed recorded in Clerk's File No. 2021084558, Brazoria County Official Public Records; said 16.61 acre (723,719 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a mag nail found, being the southwest corner of a called 10.19 acre tract conveyed to MH Sierra Vista Holdings, LLC by deed recorded in Clerk's File No. 2022068897, Brazoria County Official Public Records, and being on the centerline of County Road 48 (40 foot right-of-way) per deed recorded in Volume 2, Page 113, Brazoria County Deed Records;

THENCE, North 87°13'28" East, along the south line of said called 10.19 acre tract, at 593.84 feet passing a 5/8-inch iron rod found, being the southerly southeast corner of said called 10.19 acre tract, continuing in all a total distance of 879.02 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the west right-of-way line of Crystal View Drive (right-of-way width varies) according to the plat thereof recorded in Clerk's File No. 2019057667, Brazoria County Official Public Records, and being the beginning of a curve to the right;

THENCE, along the west right-of-way line of said Crystal View Drive, the following seven (7) courses and distances:

1. Along said curve to the right in a southerly direction, with a radius of 810.00 feet, a central angle of 38°10'11", an arc length of 539.61 feet, and a chord bearing South 08°12'03" West, 529.69 feet to a 5/8-inch iron rod found;
2. South 27°17'08" West, 141.23 feet to a 5/8-inch iron rod found, being the beginning of a curve to the right;
3. Along said curve to the right in a southwesterly direction, with a radius of 710.00 feet, a central angle of 26°26'48", an arc length of 327.72 feet, and a chord bearing South 40°30'32" West, 324.82 feet to a 5/8-inch iron rod found, being the beginning of a compound curve to the right;
4. Along said compound curve to the right in a westerly direction, with a radius of 710.00 feet, a central angle of 33°23'26", an arc length of 413.77 feet, and a chord bearing South 70°33'26" West, 407.94 feet to a 5/8-inch iron rod found;
5. South 87°15'10" West, 34.49 feet to a 5/8-inch iron rod found, being the beginning of a curve to the right;
6. Along said curve to the right in a northwesterly direction, with a radius of 30.00 feet, a central angle of 90°00'35", an arc length of 47.13 feet, and a chord bearing North 47°44'41" West, 42.43 feet to a 5/8-inch iron rod found;
7. South 87°15'28" West, at 10.00 feet passing a 5/8-inch iron rod found, being on the east right-of-way line of said County Road 48, continuing in all a total distance of 30.00 feet to the centerline of said County Road 48, being the west line of said called 46.321 acre tract;

THENCE, North 02°44'32" West, along the centerline of said County Road 48 and along the west line of said called 46.321 acre tract, 965.64 feet to the POINT OF BEGINNING, CONTAINING 16.61 acres (723,719 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 16.61 Acre tract described in the above and foregoing map of SIERRA VISTA SEC 10, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of SIERRA VISTA SEC 10, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 20__.

ASTRO SIERRA VISTA, L.P.,
 A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC,
 a Delaware limited liability company,
 its General Partner

By: _____
 Brian Stidham
 Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 20__.

 Will Kennedy
 Mayor

 McLean Barnett

 Arnetta Hicks-Murray

 Marquette Greene-Scott

 Timothy Varlack

 Sydney Hargrader

 Kareem Boyce

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 20__.

 David Hurst
 Chairman

 Warren Davis

 Les Hosey

 Robert Wall

 Brenda Dillon

 Brian Johnson

 Terry Hayes

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 20__.

 Notary Public in and for the State of Texas

Printed Name: _____

My Commission expires _____

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

 Paul R. Bretherton
 Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 20__.

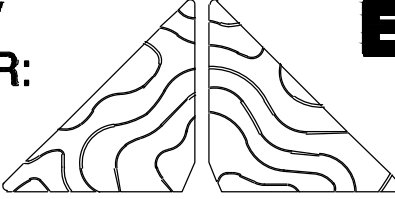
 Dinh V. Ho, P.E.

**FINAL PLAT
 SIERRA VISTA
 SEC 10**

A SUBDIVISION OF 16.61 ACRES OF LAND
 OUT OF THE
 H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288
 BRAZORIA COUNTY, TEXAS

166 LOTS 4 RESERVES 3 BLOCKS
 JULY 2024

**OWNER/
 DEVELOPER:** **ASTRO SIERRA VISTA, L.P.**
 A DELAWARE LIMITED PARTNERSHIP
 C/O STARWOOD LAND ADVISORS
 6310 CAPITAL DRIVE, SUITE 130
 LAKEWOOD RANCH, FLORIDA 34202

**ENGINEER/
 SURVEYOR:**  **ELEVATION**
 land solutions
 TBPE REGISTRATION NUMBER F-22671
 11709 LAKEWOOD BLVD., SUITE 200
 THE WOODLANDS, TX 77381 832-823-2200
 TBPS REGISTRATION NUMBER 10194692

Commissioner's signature for final approval:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

 Lee Walden, P.E.
 President Date

 Kerry Osburn
 Vice President Date

 Brandon Middleton
 Secretary/Treasurer Date

 Dinh V. Ho, 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



City Council Agenda Item Request Form

Item 23.

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

Date: 07/03/2024

Department Making Request: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Agreement

Budgeted? NO

Cost: 1150200

If budgeted, identify account: [] [] []

Short Description:

Roadway Agreement between the City of Iowa Colony and Developers of Caldwell Crossing and Caldwell Lakes Subdivision to construct Cedar Rapids from Sterling Lakes North Development to the western boundary of the city limits.

Explanation/Justification Details:

This is cost share agreement between the Developer of Caldwell Crossing and Caldwell Lakes and the City to fund a continuous 1/2 boulevard section (2 lanes) of concrete pavement. The Developer will be responsible for the segment of Cedar Rapids along their subdivision frontage and the City will contribute to the balance. Cost Share: DR HORTON TOTAL ESTIMATED COST \$ 2,981,800.00 (72.2%) CITY TOTAL ESTIMATED COST \$ 1,150,200.00 (27.8%) TOTAL ESTIMATED COST TO IMPROVE Cedar Rapids Parkway FOR 6220 LF \$ 4,132,000.00 Recommendation: Staff has reviewed the agreement with the City Attorney pprove interlocal agreement, subject to final review by City Attorney.

Requestor Signature: 34c39192-9eed-4de6-b431-c28a41339330

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

**DEVELOPERS AGREEMENT
TRANSPORTATION IMPROVEMENTS PROJECT
CALDWELL LAKES/CALDWELL CROSSING SUBDIVISION**

This Agreement ("Agreement") is made by and between the **CITY OF IOWA COLONY, TEXAS** (the "City") acting through its City Council, **D.R. HORTON – TEXAS, LTD.**, a Texas limited partnership ("DRH") a limited liability company authorized to do business in Texas, **608 COLONY INVESTMENTS, LTD.**, a Texas limited partnership ("608 Colony") a Delaware limited partnership, and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87** (the "District") acting through its Board of Directors. The City, DRH, 608 Colony and the District are referred to herein from time to time individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, 608 Colony and DRH each own a portion of the approximately 639 acre tract of land located wholly within the City's corporate limits, said tract of land is more particularly depicted in **Exhibit A** (the "Tract");

WHEREAS, DRH has a contractual right to purchase the Tract in phases from 608 Colony and intends to purchase the Tract in one or more phases and develop the Tract for single-family residential and commercial uses;

WHEREAS, the District exists over the Tract;

WHEREAS, the County and City wish to provide for the orderly, safe, and healthful development of the Tract; and

WHEREAS, by way of this Agreement, the Parties wish to formalize their agreement to jointly participate in the expansion and development of the transportation improvement projects identified in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the Parties hereby agree to jointly participate in the expansion and widening of certain roads described in this Agreement, all in accordance with the terms and conditions set forth herein.

SCOPE OF CONSTRUCTION PROJECT

The scope of the construction project includes DRH, 608 Colony or the District expanding and widening certain roads as further defined in **Exhibits B and C**, attached hereto (collectively the "Project").

AGREEMENT

The Parties agree to provide the following services, either directly or by contracting:

City Responsibilities:

- a. Review and approve the design and engineering for the roads defined in **Exhibit C**, which DRH and 608 Colony (collectively referred to herein as “Developer”) are obligated to construct.
- b. If applicable, after approving the design and engineering, grant all necessary City permits for the construction of the Project in the City and/or County Road rights-of-way.
- c. Provide oversight of necessary testing and inspections contracted by Developer to ensure that all improvements are constructed as designed and engineered and for compliance with City and/or County regulations.
- d. Receive, review and approve plats in accordance with all applicable City, County and State requirements.
- e. Approve the adjusted locations of major thoroughfares as substantial conformance with the City's major thoroughfare plan.
- f. Acquire all rights-of-way necessary for the construction, maintenance and operation of the roads defined in **Exhibit C**, subject to the Developer and District Responsibilities described below.

Developer and District Responsibilities:

Developer and District as indicated, shall construct and dedicate necessary right-of-way over District and/or Developer owned land to expand the following:

- a. **Traffic Signals.** – Upon written notice to the City from Developer, the City shall design and construct a traffic signal at CR 57 and Driveway 5 (the “Traffic Signal”) at the Developer’s sole cost and expense. The design of the Traffic Signal shall be submitted to the District’s engineer of record for review and approval, which approval shall not be unreasonably withheld. At such time the City authorizes the design of the Traffic Signal, upon written notice to the Developer, Developer shall escrow with the City the funds for the design and engineering related to the Traffic Signal. Subsequently, at such time the City issues the “notice to proceed” for construction of the Traffic Signal, upon written notice to the Developer, Developer shall escrow with the City the funds for the construction of the Traffic Signal. The City shall make monthly reports to the Developer and to the District on the progress of construction. The City agrees that should construction of the Traffic Signal be delayed, such delay shall not be grounds for denying Developing plans and/or permits for construction inside the District.
- b. **CR 57** – CR 57 currently consists of 20 ft wide undivided roadway with roadside ditches within a 60 ft right of way (ultimate 120 ft right of way). CR 57 will be replaced with a 25 ft undivided concrete roadway from the tie-in at Sterling Lakes West to the Brazoria County line except where the roadway increases to accommodate the right turn lanes and left turn lanes proposed in the approved Traffic Impact Analysis (TIA) and shown in **Exhibit B**. The approximate length of roadway to be improved is 6,220 ft. The Developer shall fund 4,440 ft of the roadway and the City shall fund the remaining 1,780 ft. The roadway

improvements for CR 57 are depicted in **Exhibit C**.

1. Phase 1 – Developer shall Construct an Eastbound Left Turn Lane at Driveway 2 (entrance into Caldwell Crossing Section 2) and construct a Westbound Left Turn Lane at Driveway 1 (entrance into Caldwell Crossing Section 3). The roadway limits abutting Developer owned roadway frontage along Caldwell Crossing shall also be improved in Phase 1. The length of roadway to be improved in Phase 1 is approximately 2,255 ft. Developer shall be responsible for this design and construction cost of Phase 1. Phase 1 improvements are anticipated to be constructed by May 2025, and are depicted on **Exhibit C**.

2. Phase 2 – Developer shall construct an Eastbound Left Turn Lane at Driveway 5 (entrance into Caldwell Lakes Section 1) and construct an Eastbound Left Turn Lane at Driveway 6 (entrance into Caldwell Lakes Section 1). Developer shall construct a Westbound Right Turn Lane at Driveway 5 (entrance into Caldwell Lakes Section 1) and construct a Westbound Right Turn Lane at Driveway 6 (entrance into Caldwell Lakes Section 1). The roadway limits abutting Developer owned roadway frontage along Caldwell Lakes shall also be improved in Phase 2. The length of roadway to be improved in this phase is approximately 1,320 ft. Developer shall be responsible for the design and construction cost of Phase 2. Phase 2 improvements are anticipated to be constructed by August 2025, and are depicted on **Exhibit C**.

3. Phase 3 – The roadway limits not abutting Developer owned roadway (“Offsite Frontage”) will be improved in Phase 3. The length of roadway to be improved in Phase 3 is approximately 2,645 ft. The Developer shall design the Offsite Roadway and the City and Developer each agree to pay their pro-rata share of such design and construction costs based on the following: Developer (865 ft.) and City (1,780 ft). The City’s pro-rata share of design and construction funds shall be escrowed with the Developer at such time the Developer has given the City three (3) months written notice pursuant to the terms of this Agreement. Phase 3 improvements are depicted on **Exhibit C**.

- c. **Additional District Obligations** – If Developer begins construction or triggers construction through development of any segment of right-of-way or traffic signal as identified above and fails to complete the segment or traffic signal, the District shall complete the segment or traffic signal.
- d. **Rough Proportionality** – The Developer and District hereby agree that any land or property it dedicates to the City as reflected on the final plat is roughly proportional to the need for such land and Developer and District hereby waive any claim therefore that either may have. Developer and District agree that the contribution to build or cost of building the above described improvement is roughly proportional to the need for such improvement and Developer and District hereby waive any claim therefore that either may have. Developer and District further acknowledge and agree that all prerequisites to such determination of rough proportionality have been met, and that any costs incurred relative to said dedication are related both in nature and extent to the impact of the development of Caldwell Lakes and its needs. Developer, District, and City further agree to waive and release all claims one may have against the other related to all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. Town of Tigard*, 512 U.S. 374 (1994), and

its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the foregoing, including all dedications of land and costs of improvement. Developer and District hereby release City from any and all liability under Section 232.110 of the Texas Local Government Code, related to the cost of City infrastructure improvements required under this Agreement.

Governing Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas.

The Parties desire to cause to have constructed the project on behalf of the City and Developer for purposes of public safety.

No noncompliance shall be a default unless written notice is given as provided hereinafter and the noncompliance continues for thirty (30) days thereafter, provided that if the noncompliance is of a nature which requires a longer time to cure, then there shall be no default provided the party has commenced such cure within the thirty (30) day period and thereafter diligently prosecuted such cure to conclusion. In the event of default, a party shall have the right to bring an action at law against the defaulting party.

All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

City: Mayor
c/o City Secretary
City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583
Telephone: (281) 369-2471
Email: krosser@iowacolonytx.gov

DRH: Daniel Rose, II
DR Horton – Texas, Ltd.
c/o Coats Rose, P.C.
9 Greenway Plaza, Ste. 1000
Houston, Texas 77046
Telephone: (713) 653-7354
Email: lkilgore@coatsrose.com

District: Laken Jenkins Kilgore
Brazoria County Municipal Utility District No. 87
c/o Coats Rose, P.C.
9 Greenway Plaza, Ste. 1000
Houston, Texas 77046
Telephone: (713) 653-7354

Email: lkilgore@coatsrose.com

608 Colony:

Brad Richie
 608 Colony Investments, LLC
 c/o Great America Companies, Inc.
 10003 NW Military Hwy Suite 2201
 San Antonio, TX 78231
 Telephone: 210-344-9200 ext. 24
 Email: gacbradr@greatamericacompanies.com

Notices shall be deemed to be given upon personal delivery, or two (2) business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service or mailed.

State Law Verifications.

The Developer verifies:

- a. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.10(a) shall survive termination of this Agreement until the statute of limitations has run.
- b. Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority- owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code.

The foregoing representation excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.10(b) shall survive termination of the Agreement until the statute of limitations has run.

- c. Verifications Pursuant to Chapter 2276, Texas Government Code. The Developer hereby

verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.10(c) shall survive termination of the Agreement until the statute of limitations has run.

- d. Firearms. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- a. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - b. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.10(d) shall survive termination of the Agreement until the statute of limitations has run.

- e. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.10 shall survive closing until the statute of limitations has run. Liability for breach of any verification in such section during such period shall not be liquidated or otherwise limited by any provision herein, notwithstanding anything herein to the contrary.

This Agreement constitutes the entire agreement of the parties with respect to the project described therein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective as of the _____ day of _____, 2024.

CITY OF IOWA COLONY:

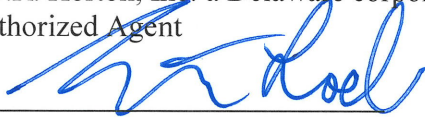
By: _____
Wil Kennedy, Mayor

Date: _____

DRH:

D.R. HORTON – TEXAS, LTD.
a Texas limited partnership

By: D.R. Horton, Inc. a Delaware corporation
Its Authorized Agent

By: 

Name: _____
Eric Loeb
Vice President

Title: _____

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 87:**

By: _____
Doug Jeffrey, President

Date: _____

608 COLONY INVESTMENTS, LTD.
a Texas limited partnership

By: FW Companies, LLC
a Texas limited liability company
its General Partner

By: _____
Name: Israel Fogiel
Title: President

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective as of the _____ day of _____, 2024.

CITY OF IOWA COLONY:

By: _____
Wil Kennedy, Mayor

Date: _____

DRH:

D.R. HORTON – TEXAS, LTD.
a Texas limited partnership

By: D.R. Horton, Inc. a Delaware corporation
Its Authorized Agent

By: _____

Name: _____

Title: _____

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 87:**

By: 
Doug Jeffrey, President

Date: 3/25/24

608 COLONY INVESTMENTS, LTD.
a Texas limited partnership

By: FW Companies, LLC
a Texas limited liability company
its General Partner

By: _____

Name: Israel Fogiel

Title: President

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective as of the _____ day of _____, 2024.

CITY OF IOWA COLONY:

By: _____
Wil Kennedy, Mayor

Date: _____

DRH:

D.R. HORTON – TEXAS, LTD.
a Texas limited partnership

By: D.R. Horton, Inc. a Delaware corporation
Its Authorized Agent

By: _____

Name: _____

Title: _____

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 87:**

By: _____
Doug Jeffrey, President

Date: _____

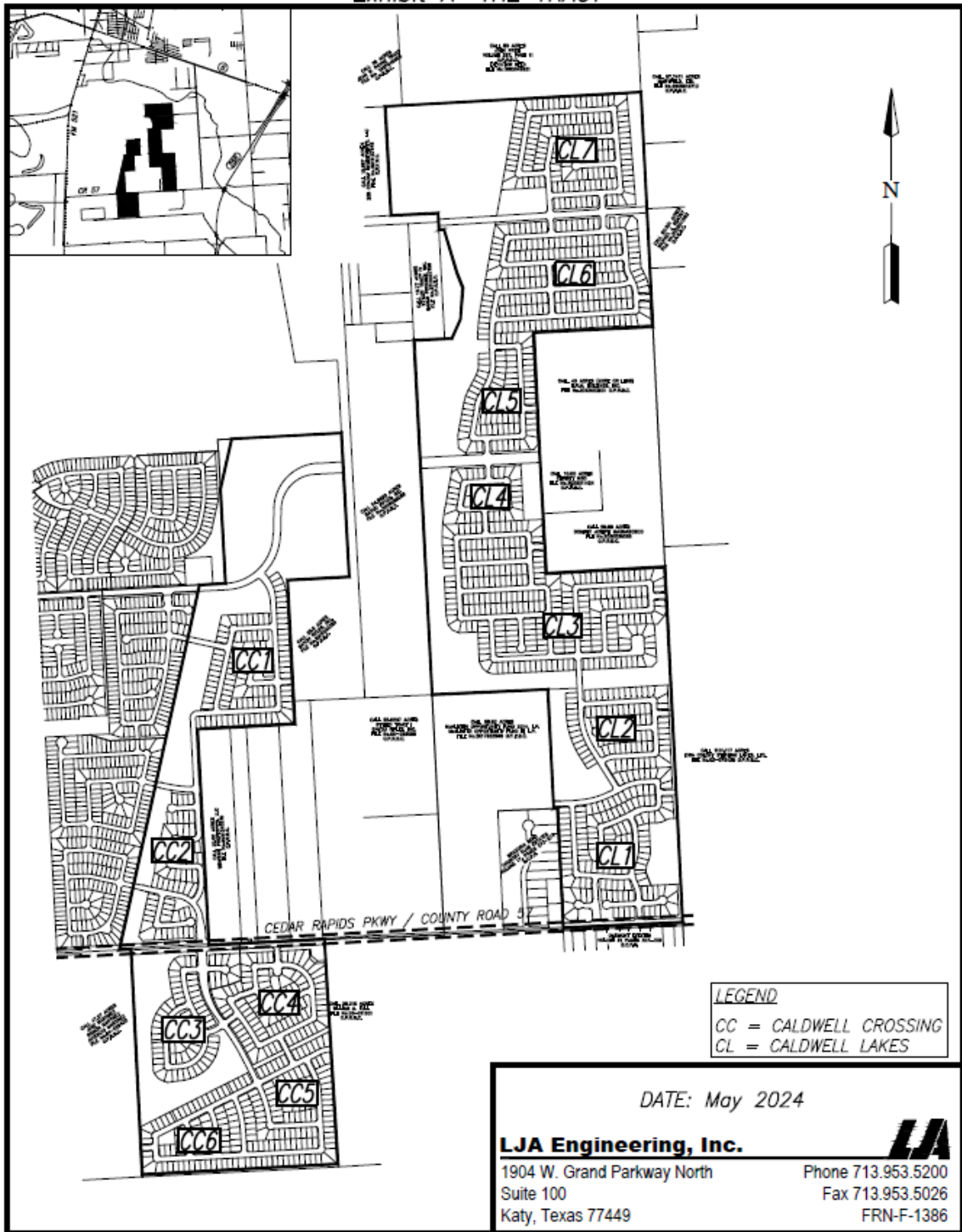
608 COLONY INVESTMENTS, LTD.
a Texas limited partnership

By: FW Companies, LLC
a Texas limited liability company
its General Partner

By: 
Name: Israel Fogiel
Title: President


Exhibit "A"

Exhibit A "THE TRACT"



LEGEND
 CC = CALDWELL CROSSING
 CL = CALDWELL LAKES

DATE: May 2024

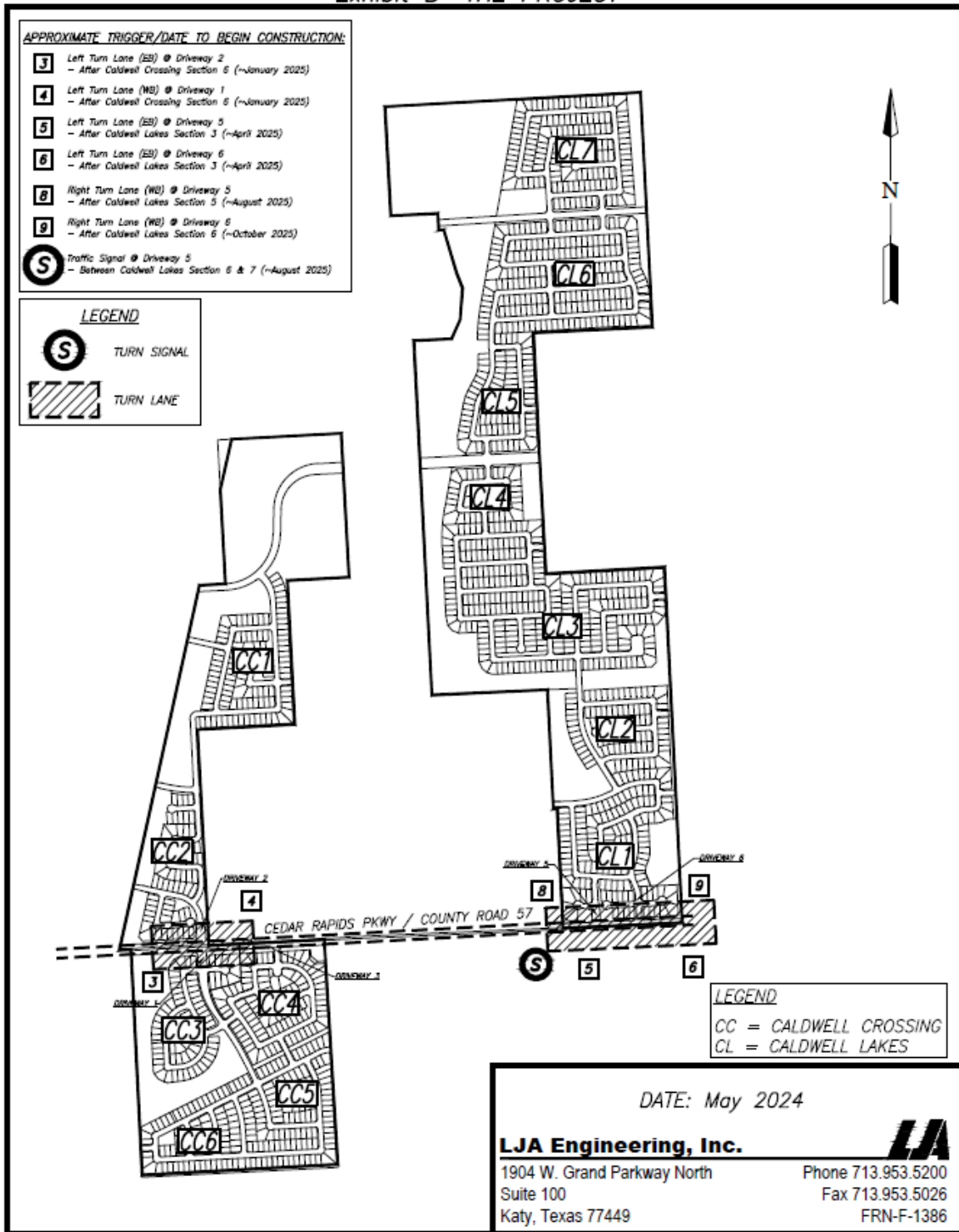
LJA Engineering, Inc. 

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

Date\Time : Thu, 09 May 2024 - 8:33am
 Path\Name : I:\Projdski\1931\8100\Exhibits\2024.02.07_Exhibits A & B - The Tract & Project.dwg

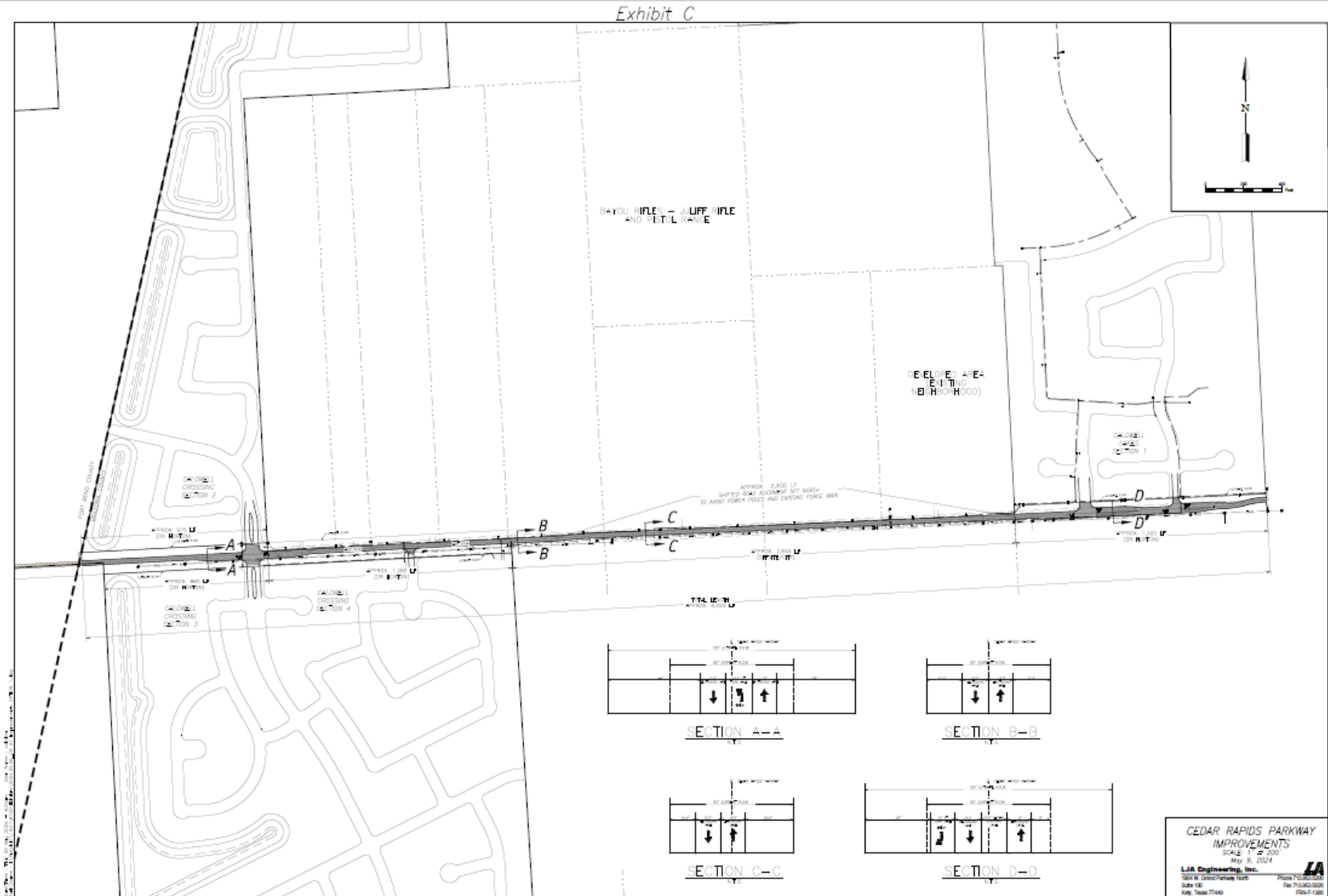
Exhibit "B"

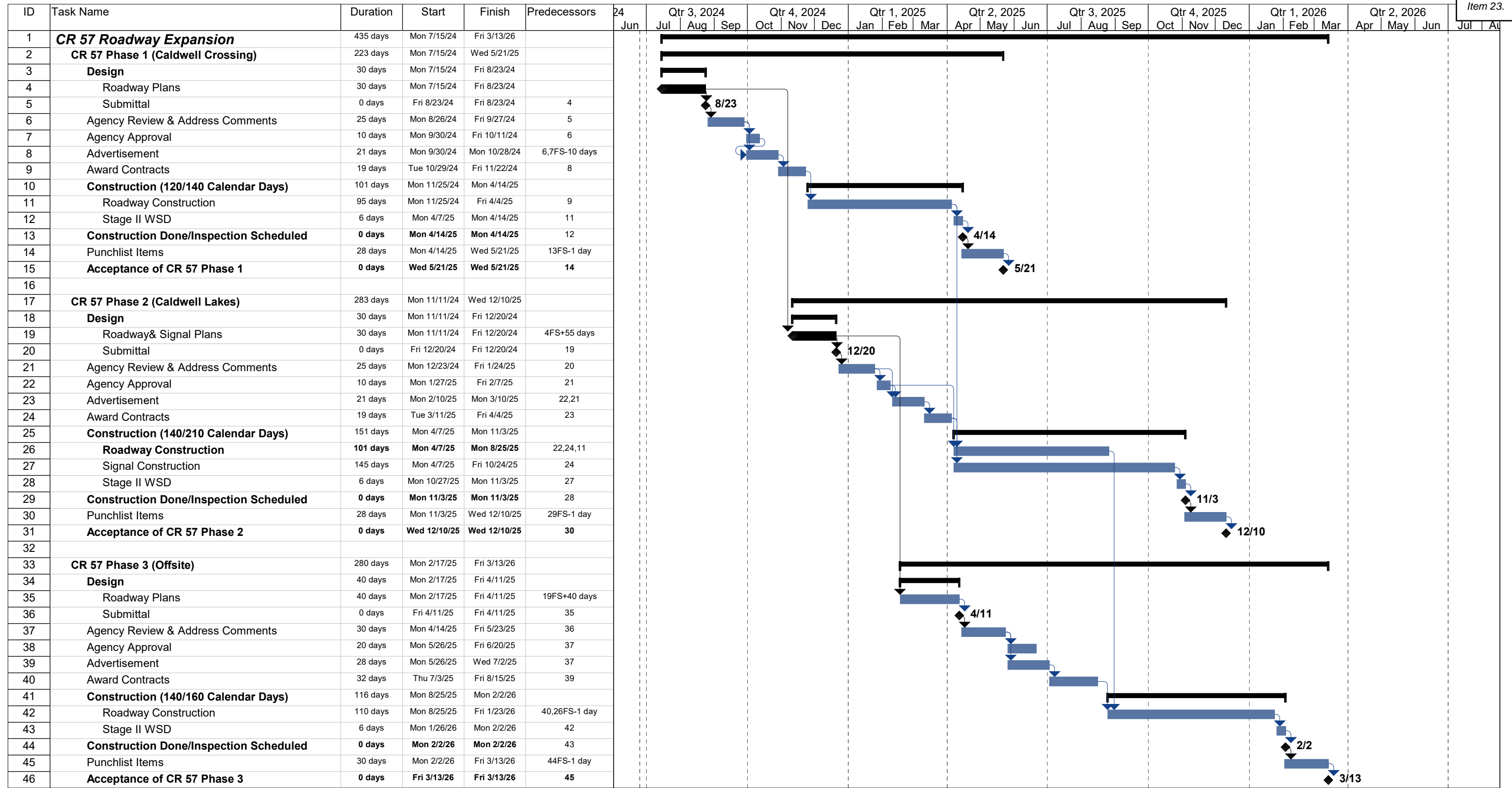
Exhibit B "THE PROJECT"



Date\Time : Thu, 09 May 2024 - 8:33am
 Path\Name : I:\Projdsk1\1931\8100\Exhibits\2024.02.07_Exhibits A & B - The Tract & Project.dwg

Exhibit "C"





Project: Caldwell Crossing/Caldwell La Date: Tue 6/25/24	Task		Rolled Up Split		External Milestone		Manual Summary Rollup		External Milestone	
	Split		Rolled Up Milestone		Inactive Milestone		Manual Summary		Progress	
	Milestone		Rolled Up Progress		Inactive Summary		Start-only		Deadline	
	Summary		External Tasks		Manual Task		Finish-only			
	Rolled Up Task		Project Summary		Duration-only		External Tasks			

COUNTY ROAD 57 ROADWAY IMPROVEMENTS COST SUMMARY		RESPONSIBLE PARTY
CALDWELL CROSSING IMPROVEMENTS PHASE 1		
	COST	
CEDAR RAPIDS ROADWAY IMPROVEMENTS AT CALDWELL CROSSING	\$ 1,131,500.00	
20% CONTINGENCY	\$ 226,300.00	
TOTAL ESTIMATED COST TO IMPROVE CR 57 FOR 2255 LF	\$ 1,357,800.00	HORTON
CALDWELL LAKES IMPROVEMENTS PHASE 2		
	COST	
CEDAR RAPIDS ROADWAY IMPROVEMENTS AT CALDWELL LAKES	\$ 887,700.00	
20% CONTINGENCY	\$ 177,500.00	
TOTAL ESTIMATED COST TO IMPROVE CR 57 FOR 1320 LF	\$ 1,065,200.00	HORTON
OFF-SITE IMPROVEMENTS PHASE 3		
	COST	
CEDAR RAPIDS ROADWAY IMPROVEMENTS TOTAL	\$ 1,424,200.00	
20% CONTINGENCY	\$ 284,800.00	
TOTAL ESTIMATED COST TO IMPROVE CR 57 FOR 2645 LF	\$ 1,709,000.00	
BREAKDOWN		
DR HORTON PORTION (865/2645 = 32.7%)	\$ 558,800.00	HORTON
CITY PORTION (1780/2645 = 67.3%)	\$ 1,150,200.00	CITY
TOTAL	\$ 1,709,000.00	
DR HORTON TOTAL ESTIMATED COST	\$ 2,981,800.00	72.2%
CITY TOTAL ESTIMATED COST	\$ 1,150,200.00	27.8%
TOTAL ESTIMATED COST TO IMPROVE CR 57 FOR 6220 LF	\$ 4,132,000.00	
NOTES:		
1) STORM SEWER ANALYZED AS CURB AND GUTTER SYSTEMS AND STORM SIZES ARE SUBJECT TO INCREASE UPON THE COMPLETION OF A DRAINAGE IMPACT ANALYSIS FOR THE SURROUNDING DRAINAGE		
2) THE TOTAL ESTIMATED COST FOR THE ROADWAY IMPROVEMENTS AT CALDWELL LAKES DOESNOT INCLUDE THE COSTS FOR THE TRAFFIC SIGNAL		

COUNTY ROAD 57 IMPROVEMENTS AT CALDWELL CROSSING (PHASE 1)

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	24" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	1,625	\$ 92.00	\$ 149,500.00
2	30" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	635	\$ 100.00	\$ 63,500.00
3	STANDARD 5' PRECAST INLET ("TYPE-C") ALL DEPTHS, COMPLETE IN PLACE	EA	8	\$ 3,500.00	\$ 28,000.00
4	REINFORCED CONCRETE TYPE "E" INLET, ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$ 2,200.00	\$ 4,400.00
5	TYPE "C" MANHOLE FOR 42" STORM SEWER AND SMALLER, ALL DEPTHS, COMPLETE IN PLACE	EA	5	\$ 3,300.00	\$ 16,500.00
6	METHOD "A" WS&D CONSTRUCTION STAKING AS PER GBI PARTNERS, L.P. (CONTACT JON BORDOVSKY AT 281.499.4539.), COMPLETE IN PLACE	LS	1	\$ 2,500.00	\$ 2,500.00
7	REMOVE AND DISPOSE EXISTING PAVEMENT, COMPLETE IN PLACE	SY	5,180	\$ 12.00	\$ 62,160.00
8	8" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	7,490	\$ 65.00	\$ 486,850.00
9	6" REINFORCED CONCRETE CURB, COMPLETE IN PLACE	LF	4,440	\$ 4.00	\$ 17,760.00
10	12" LIME STABILIZED SUBGRADE, COMPLETE IN PLACE	SY	8,000	\$ 5.00	\$ 40,000.00
11	LIME FOR SUBGRADE PREPARATION (7% BY WEIGHT, 48 LBS/SY), AS REQUIRED BY SOIL CONDITIONS AND APPROVED BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	TON	192	\$ 330.00	\$ 63,360.00
12	COMMON ROADWAY EXCAVATION TO BE USED FOR ONSITE ROADWAY, INCLUDES EXCAVATION, HAULING, PLACING AND COMPACTION TO 95% STANDARD PROCTOR DENSITY WITH MAXIMUM 8" LIFTS, COMPLETE IN PLACE	CY	5,243	\$ 6.00	\$ 31,458.00
13	TEMPORARY TRAFFIC CONTROL PLAN, COMPLETE IN PLACE	LS	1	\$ 15,000.00	\$ 15,000.00
14	PERMANENT TRAFFIC CONTROL DEVICES, INCLUDING TRAFFIC BUTTONS, PAVEMENT STRIPING, MARKERS, REFLECTIVE PAINT ON MEDIAN NOSES, STOP SIGNS, STREET SIGNS, AND ALL OTHER TRAFFIC SIGNS SHOWN IN PLANS, ETC., COMPLETE IN PLACE	LS	1	\$ 20,000.00	\$ 20,000.00
15	5' REINFORCED CONCRETE SIDEWALK (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	3,000	\$ 30.00	\$ 90,000.00
16	RELOCATE EXISTING WATERLINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 7,500.00	\$ 7,500.00
17	COORDINATE WITH AND RELOCATION OF EXISTING 8" GAS PIPELINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
18	COORDINATE WITH AND RELOCATION OF EXISTING OVERHEAD POWER IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
19	PERMIT FEE AS REQUIRED BY CITY OF IOWA COLONY, COMPLETE IN PLACE	LS	1	\$ 13,000.00	\$ 13,000.00

SUBTOTAL \$ 1,131,488.00
20% CONTINGENCY \$ 226,297.60
TOTAL \$ 1,357,785.60

COUNTY ROAD 57 IMPROVEMENTS AT CALDWELL LAKES (PHASE 2)

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	24" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	125	\$ 92.00	\$ 11,500.00
2	30" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	485	\$ 100.00	\$ 48,500.00
3	42" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	470	\$ 180.00	\$ 84,600.00
4	48" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	230	\$ 217.00	\$ 49,910.00
5	STANDARD 5' PRECAST INLET ("TYPE-C") ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$ 3,500.00	\$ 14,000.00
6	STANDARD 10' PRECAST INLET ("TYPE-C") ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$ 4,000.00	\$ 8,000.00
7	TYPE "C" MANHOLE FOR 42" STORM SEWER AND SMALLER, ALL DEPTHS, COMPLETE IN PLACE	EA	4	\$ 3,300.00	\$ 13,200.00
8	OUTFALL STRUCTURE FOR 48" R.C.P., PER DETAIL, INCLUDES 5" CONCRETE SLOPE PAVING WITH 2' TOE ALL AROUND, RIP RAP, AND ALL OTHER APPURTENANCES, ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$ 10,000.00	\$ 10,000.00
9	METHOD "A" WS&D CONSTRUCTION STAKING AS PER GBI PARTNERS, L.P. (CONTACT JON BORDOVSKY AT 281.499.4539.), COMPLETE IN PLACE	LS	1	\$ 2,500.00	\$ 2,500.00
10	REMOVE AND DISPOSE EXISTING PAVEMENT, COMPLETE IN PLACE	SY	2,700	\$ 12.00	\$ 32,400.00
11	8" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	5,910	\$ 65.00	\$ 384,150.00
12	6" REINFORCED CONCRETE CURB, COMPLETE IN PLACE	LF	2,660	\$ 4.00	\$ 10,640.00
13	12" LIME STABILIZED SUBGRADE, COMPLETE IN PLACE	SY	6,220	\$ 5.00	\$ 31,100.00
14	LIME FOR SUBGRADE PREPARATION (7% BY WEIGHT, 48 LBS/SY), AS REQUIRED BY SOIL CONDITIONS AND APPROVED BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	TON	149	\$ 330.00	\$ 49,262.40
15	COMMON ROADWAY EXCAVATION TO BE USED FOR ONSITE ROADWAY, INCLUDES EXCAVATION, HAULING, PLACING AND COMPACTION TO 95% STANDARD PROCTOR DENSITY WITH MAXIMUM 8" LIFTS, COMPLETE IN PLACE	CY	4,137	\$ 6.00	\$ 24,822.00
16	TEMPORARY TRAFFIC CONTROL PLAN, COMPLETE IN PLACE	LS	1	\$ 15,000.00	\$ 15,000.00
17	PERMANENT TRAFFIC CONTROL DEVICES, INCLUDING TRAFFIC BUTTONS, PAVEMENT STRIPING, MARKERS, REFLECTIVE PAINT ON MEDIAN NOSES, STOP SIGNS, STREET SIGNS, AND ALL OTHER TRAFFIC SIGNS SHOWN IN PLANS, ETC., COMPLETE IN PLACE	LS	1	\$ 20,000.00	\$ 20,000.00
18	5' REINFORCED CONCRETE SIDEWALK (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	1,400	\$ 30.00	\$ 42,000.00
19	RELOCATE EXISTING WATERLINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 7,500.00	\$ 7,500.00
20	COORDINATE WITH AND RELOCATION OF EXISTING 8" GAS PIPELINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
21	COORDINATE WITH AND RELOCATION OF EXISTING OVERHEAD POWER IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
22	PERMIT FEE AS REQUIRED BY CITY OF IOWA COLONY, COMPLETE IN PLACE	LS	1	\$ 8,600.00	\$ 8,600.00

SUBTOTAL \$ 887,684.40
20% CONTINGENCY \$ 177,536.88
TOTAL \$ 1,065,221.28

COUNTY ROAD 57 IMPROVEMENTS FOR OFFSITE (PHASE 3)

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	24" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	2,222	\$ 92.00	\$ 204,424.00
2	48" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	845	\$ 217.00	\$ 183,365.00
3	54" R.C.P. STORM SEWER, ASTM C-76, CLASS III, ALL DEPTHS, COMPLETE IN PLACE	LF	93	\$ 317.00	\$ 29,481.00
4	STANDARD 5' PRECAST INLET ("TYPE-C") ALL DEPTHS, COMPLETE IN PLACE	EA	8	\$ 3,500.00	\$ 28,000.00
5	STANDARD 10' PRECAST INLET ("TYPE-C") ALL DEPTHS, COMPLETE IN PLACE	EA	2	\$ 4,000.00	\$ 8,000.00
6	TYPE "C" MANHOLE FOR 42" STORM SEWER AND SMALLER, ALL DEPTHS, COMPLETE IN PLACE	EA	5	\$ 3,300.00	\$ 16,500.00
7	OUTFALL STRUCTURE FOR 54" R.C.P., PER DETAIL, INCLUDES 5" CONCRETE SLOPE PAVING WITH 2' TOE ALL AROUND, RIP RAP, AND ALL OTHER APPURTENANCES, ALL DEPTHS, COMPLETE IN PLACE	EA	1	\$ 10,000.00	\$ 10,000.00
8	METHOD "A" WS&D CONSTRUCTION STAKING AS PER GBI PARTNERS, L.P. (CONTACT JON BORDOVSKY AT 281.499.4539.), COMPLETE IN PLACE	LS	1	\$ 2,500.00	\$ 2,500.00
9	REMOVE AND DISPOSE EXISTING PAVEMENT, COMPLETE IN PLACE	SY	6,100	\$ 12.00	\$ 73,200.00
10	8" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	7,330	\$ 65.00	\$ 476,450.00
11	6" REINFORCED CONCRETE CURB, COMPLETE IN PLACE	LF	5,290	\$ 4.00	\$ 21,160.00
12	12" LIME STABILIZED SUBGRADE, COMPLETE IN PLACE	SY	7,930	\$ 5.00	\$ 39,650.00
13	LIME FOR SUBGRADE PREPARATION (7% BY WEIGHT, 48 LBS/SY), AS REQUIRED BY SOIL CONDITIONS AND APPROVED BY GEOTECHNICAL ENGINEER, COMPLETE IN PLACE	TON	190	\$ 330.00	\$ 62,805.60
14	COMMON ROADWAY EXCAVATION TO BE USED FOR ONSITE ROADWAY, INCLUDES EXCAVATION, HAULING, PLACING AND COMPACTION TO 95% STANDARD PROCTOR DENSITY WITH MAXIMUM 8" LIFTS, COMPLETE IN PLACE	CY	5,131	\$ 6.00	\$ 30,786.00
15	TEMPORARY TRAFFIC CONTROL PLAN, COMPLETE IN PLACE	LS	1	\$ 15,000.00	\$ 15,000.00
16	PERMANENT TRAFFIC CONTROL DEVICES, INCLUDING TRAFFIC BUTTONS, PAVEMENT STRIPING, MARKERS, REFLECTIVE PAINT ON MEDIAN NOSES, STOP SIGNS, STREET SIGNS, AND ALL OTHER TRAFFIC SIGNS SHOWN IN PLANS, ETC., COMPLETE IN PLACE	LS	1	\$ 20,000.00	\$ 20,000.00
17	5' REINFORCED CONCRETE SIDEWALK (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	5,300	\$ 30.00	\$ 159,000.00
18	RELOCATE EXISTING WATERLINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 7,500.00	\$ 7,500.00
19	COORDINATE WITH AND RELOCATION OF EXISTING 8" GAS PIPELINE IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
20	COORDINATE WITH AND RELOCATION OF EXISTING OVERHEAD POWER IN AREAS OF CONFLICT, COMPLETE IN PLACE	LS	1	\$ 10,000.00	\$ 10,000.00
21	PERMIT FEE AS REQUIRED BY CITY OF IOWA COLONY, COMPLETE IN PLACE	LS	1	\$ 16,400.00	\$ 16,400.00

SUBTOTAL \$ 1,424,221.60
20% CONTINGENCY \$ 284,844.32
TOTAL \$ 1,709,065.92



City Council Agenda Item Request Form

Item 24.

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

Date: 08/12/2024

Department Making Request: 10 - Admin

Person Making Request: Natasha Brooks

Item Type: Action (other)

Budgeted? N/A (no cost) Cost:

If budgeted, identify account:

Short Description:

Iowa Colony TIRZ 2 Annual Report #13 - 2023 - Resubmittal

Explanation/Justification Details:

This document is being resubmitted to correct errors including the missing table 1 figure, and page numbering.

Established in 2010, the Tax Increment Reinvestment Zone (TIRZ) No. 2 in Iowa Colony, Texas, covers 1,082.42 acres after annexation in 2020, and is a special zone created to encourage development and to stimulate commercial and residential growth in Iowa Colony, Texas by providing necessary financing and management tools.

This report details the revenue sources, including sales and property tax, and expenditures for development projects within the Zone.

Information on outstanding bonds, principal and interest due, and the captured appraised value of the zone is provided in this report.

Requestor Signature: **Natasha Brooks** Digitally signed by Natasha Brooks
Date: 2024.07.02 08:22:08 -05'00'

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

Legal Review is complete, legal documents are prepared: **Natasha Brooks** Digitally signed by Natasha Brooks
Date: 2024.07.02 08:22:30 -05'00'
City Attorney

Item is approved for placement on Council Agenda: **Natasha Brooks** Digitally signed by Natasha Brooks
Date: 2024.08.06 15:25:52 -05'00'
City Manager

Item is scheduled for placement on the Council Agenda.

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF IOWA COLONY, TEXAS**



**2023 ANNUAL REPORT
REPORT NUMBER THIRTEEN**

Tax Year Ending December 31, 2023

CITY OF IOWA COLONY, TEXAS

2023 CITY COUNCIL

Mayor

Hon. Wil Kennedy

Council Members

Hon. McLean Barnett, Position
1

Hon. Arnetta Hicks-Murray,
Position 2

Hon. Marquette Greene-Young,
Position 3

Hon. Timothy Varlack, District
A

Hon. Kareem Boyce, District B

Hon. Sydney Hargroder,
District C

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
IOWA COLONY, TEXAS
2023 BOARD OF DIRECTORS**

Position 1	Steven Byrum-Bratsen, Chair (part of year) Term Ending - April 2024
Position 2	Sheila Woods, Chair (part of year) Term Ending - April 2025
Position 3	Leon Davis Term Ending - April 2024
Position 4	Brett Godfrey Term Ending - April 2025
Position 5	Patrick O'Day Term Ending - April 2025

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Ordinance 2010-2 of the City of Iowa Colony, Texas (the “City”) established Reinvestment Zone Number Two, City of Iowa Colony, Texas, (the “Zone” or “TIRZ”) on March 15, 2010. In 2019, the Zone consisted of approximately 955.89 acres located in Brazoria County, Texas (the “County”) In 2020, the Iowa Colony City Council adopted Ordinance 2020-10 which approved the annexation of approximately 253.049 acres of additional land into the Zone. The Zone now contains a total of 1,082.42 acres. (Figure 1 shows the amended acreages). The City of Iowa Colony envisions that the Zone will serve a vital and long-term role in creating and sustaining revitalization opportunities.

The creation of the Zone was instrumental in facilitating the development of the master planned community project in Iowa Colony. The Meridiana (formerly known as Seven Oaks) Development consists of commercial, single family, mixed-use development spanning across two cities, Iowa Colony, and Manvel. The project proposed that for any meaningful redevelopment of the area to occur, extensive construction of new infrastructure would be required.

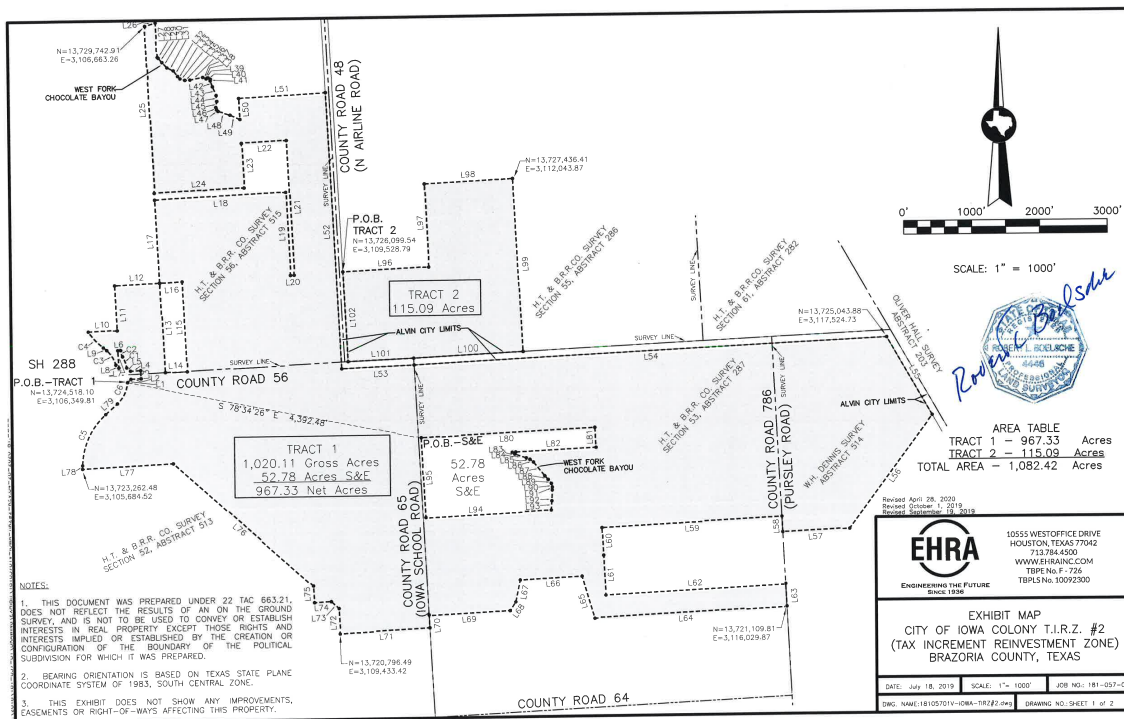


Figure 1: Iowa Colony TIRZ 2 Boundary Map (March 2020)

PURPOSE OF ZONE

This TIRZ was proposed in response to trends that showed Iowa Colony and its commercial tax base at risk of slow to no growth. The TIRZ would provide the financing and management tools needed to help stimulate the development of commercial and residential areas. The purpose of the Zone is to facilitate the redevelopment and will be the catalyst to provide the momentum for further redevelopment within the Zone.

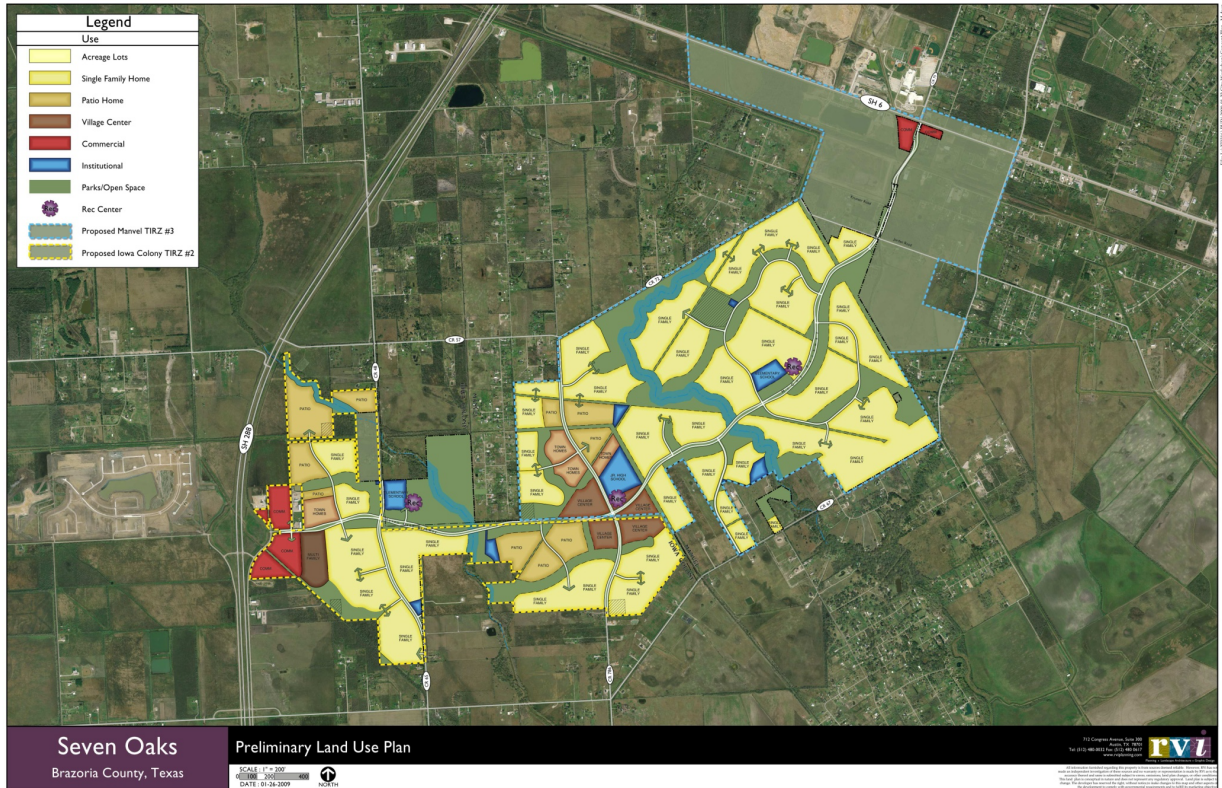
The objective of the Zone is to facilitate quality mixed-use development with a self-sustaining tax base for the City of Iowa Colony (the City), Brazoria County (the County), and any other participating taxing entity.

The City Council, in adopting the ordinances creating the Zone, found that the development described in the Project Plan and Reinvestment Zone Financing Plan (the Project Plan) would not likely occur, to the quality, standards and densities described in the Project Plan, but for the creation of the Zone.

The City Council further found that improvements in the Zone will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City. The Zone will pursue its objective by acting as a financing vehicle for regional public improvements, as described in the Project Plan. The methods of financing and the sources of funding available to the Zone including the City and Brazoria County are described in the Project Plan.

The Project Plan & Reinvestment Zone Financing Plan (the “Plan”) has been prepared in accordance with the requirements of Chapter 311 of the Texas Tax Code and outlines the improvements to be funded and implemented by the Zone.

Figure 2: Iowa Colony Seven Oaks Master Plan (Iowa Colony and Manvel)



STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2023

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

Since its inception in 2010, the City and Brazoria County have been the sole participating taxing entities in the Zone. The following tables show the participating jurisdictions and

Tax Increment Reinvestment Zone No. 2, Iowa Colony, 2023 Annual Report

the amount and source of revenue in the Zone. The Zone was created for the duration of 40 years and the City initially committed to 90% of its sales tax for the 40 years, or until dissolved by the City. Brazoria County committed 40.49% of its property tax beginning in 2015 for a period of 30 years from the first year of payment.

On August 11, 2016, the City Council approved an amendment to the Plan to authorize participation in the TIRZ #2 with City property taxes. The amendment calls for 100% of the property tax generated within the Zone to be dedicated to the Zone. It further calls for 30% of that amount to be withheld by the City of Iowa Colony for cost of services in the Zone. 2016 was the first year the property tax increment was collected in Iowa Colony.

Table A: Participation Schedule

Jurisdiction	2010 Base Year	2023 Tax Rate (Oct 1, 2023 O&M)	Years
City of Iowa Colony Sales Tax*	\$-0-	1%	2010-2050
City of Iowa Colony Property Tax*	\$-0-	\$0.519209/\$100	2016-2050
Brazoria County Property Tax**	\$0.463101/\$100***	\$0.364948/\$100 ****	2015-2045

Tax Rate Source: Brazoria County Central Appraisal District

* City of Iowa Colony does assess a property tax of \$0.519209/\$100. Property tax began its contribution to TIRZ 2 in 2016. Agreements were approved August 11, 2016. Property tax is applied at 100% of the total increment generated in the Zone less debt service with 30% being withheld by the City for cost of providing city services (Cost of Service (COS). The total rate for 2023 is \$0.519209/\$100. Sales Tax will be applied at 90%.

** Brazoria County approved their participation by Interlocal Agreement at 40.49%.

*** Brazoria County tax rate approved October 2010.

**** Brazoria County tax rates approved October 2023: \$0.313948/\$100 (General Government); \$0.050/\$100 (Road and Bridge. Combined tax rate is \$0.364948/\$100)

Table B illustrates the growth in appraised value from the base year 2010 to tax year 2023 for the City of Iowa Colony. Table B is used to illustrate growth in appraised value over the life of the TIRZ to show the calculation of the increment. Note: Table B now reflects the adjusted 2010 Base Value as calculated and provided by the Brazoria County Tax Office in their Annual Statement. The Adjusted Base Value will be reflected in future Annual Reports as well. In addition, Table B reflects the TIF Levy paid as of September 30 of each year the end of the fiscal year.

Table B: Increment Generated from Base Year to Present

	City of Iowa Colony Sales Tax	City of Iowa Colony Property Tax***	Brazoria County Property Tax General Fund**	Brazoria County Property Tax Road and Bridge Fund**	Total Levy Paid
2010 Original Base Value	-0-	\$3,776,457	\$3,776,457	N/A	\$-0-
2015 Value	-0-	\$3,803,108	\$3,803,108		
2015 Captured Increment	-0-	-0-	\$-0-		\$-0-
2016 Adjusted Base Value for 2010	-0-	\$2,806,647	\$2,806,587	\$2,794,557	
2016 Value	-0-	\$17,842,967	\$17,691,581	\$17,688,581	
2016 TIF Levy Paid (12-31-16)		\$11,805.95	\$-0-	\$1,595.89	\$23,960.12
2017 Adjusted Base Value	-0-	\$2,638,500	\$2,638,390	\$2,626,390	
2017 Value	-0-	\$45,923,700	\$43,325,723	\$43,215,668	
Levy Paid	-0-	69,520.39			\$268,001.65

Tax Increment Reinvestment Zone No. 2, Iowa Colony, 2023 Annual Report

(12-31-17)					
2018 Adjusted Base Value	-0-	\$2,697,565	\$2,697,545	\$2,685,545	
2018 Value	-0-	91,901,166	79,374,488	78,853,948	
Levy Paid (12-31-18)	-0-	\$190,107.51	\$77,894.14		\$259,627.90
2019 Adjusted Base Value	-0-	\$2,775,151	\$2,775,151	\$2,763,151	
2019 Value	-0-	\$156,411,713	\$134,006,913	\$133,178,913	
Levy Paid (12-31-19)	-0-	\$702,814.84	\$143,796.24		\$846,611.08
2020 Adjusted Base Value		\$225,959,580		\$225,959,580	
Levy Paid (4-30-21)	\$5,595.22	\$1,236,245.98	\$224,343.96	NA	\$1,466,185.21
2021 Value	\$10,148.13	\$260,874,195		NA	
Levy Paid 9-30-21		\$1,441,801.67	\$438,602.15*****	NA	\$1,880,403.82
2022 Adjusted Base Value		\$2,780,663	\$2,780,663	42,780,663	
2022 Value	13,405.47	\$289,524,457	\$252,783,510	\$250,731,761	
Levy Paid (9-30-22)		\$1,424,297.84	\$862,920.59	\$127,163.94	\$1,637,754.37
2023 Adjusted Base Value		\$2,780,663	\$2,780,663	42,780,663	
2023	\$15,618.71		\$424,458,606	\$421,695,639	

Tax Increment Reinvestment Zone No. 2, Iowa Colony, 2023 Annual Report

Captured Value		\$533,465,345			
Levy Paid (12-31-23)		\$2,172,149	\$907,187	\$144,052	\$3,223,388

* *Captured Increment is calculated by taking the difference between the current year value and the base year value. Note: The Base Year Value changes over time.*

** *Brazoria County collection did not begin until 2015.*

*** *City of Iowa Colony Property Tax collections did not begin until 2016. This amount is 100% and includes Cost of Service withheld of \$211,024.49 (30%) for 2019.*

**** *Brazoria County payment is estimated for 2021 as of 5-2-22. Payment is generally made in August of each year.*

Table C is used to illustrate the amount of the City's incremental revenue to the tax increment fund. Note these are actual revenues for the calendar year, and do not reflect the total levy or percent levy paid to date.

Table C: Tax Increment Revenue by Year (12-31-20) ****

Taxing Entity	City Sales Tax*	City Property Tax**	County Property Tax***	Annual Fund Revenue	Grand Total
2020 Base Year – 2016	-0-	-0-	-0-	-0-	
2017	-0-	69,520.39	29,157.07	98,667.46	
2018	-0-	190,105.51	77,796.24	268,001.65	
2019	-0-	702,814.84	143,796.24	846,611.08	
2020	5,595.22	1,236,245.98	224,343.96	1,466,185.21	
2021	10,148.13	1,331,801.67	438,602.15	1,890,551.95	
2022	13,405.47	1,424,297.84	862,920.59	2,300,623.90	
2023	15,618.71	2,172,149.00	907,187	3,094,954.71	7,652,699.67

*TIRZ #2 did not generated any sales tax until 2020. City reimburses the TIRZ 90% of sales tax receipts.

**The City of Iowa Colony approved participation with property taxes in 2016 at a rate of 100% of the total increment produced. Property tax is applied at 100% of the total increment generated in the Zone with 30% being returned to the City for cost of providing city services (Cost of Service (COS)). Sales Tax will be applied at 90%.

*** Brazoria County collection did not begin until 2015. Brazoria County: $\text{Increment} \times 40.49\% \times \text{Tax Rate} = \text{Increment Revenue}$. This amount reflects the sum of Brazoria County General Fund and Road and Bridge Fund (See Table B for separated amounts).

****Figures originally based on Brazoria County Tax Office Tax Increment Financing Monthly and Annual Reports. However, in 2019, after an audit of the actual income, amounts for each year have been significantly adjusted.

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan.

The Zone was created on March 15, 2010. The Board of Directors for the Zone was appointed at the same meeting. The Board has met when needed since their appointment.

Zone administrative expenses for 2023 were \$51,751.32 Note: This figure does not include bond issuance expenses.

Considerable activity has taken place in the Zone again in 2023. The developer has continued construction on the project in Iowa Colony. In 2023, \$5,347,671 have been expended in the Zone for development of Zone approved projects. Since reporting began, the developer has invested \$108,086,269.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued debt in the years 2018-2023. Total debt issued to date is \$35,370,000.

Tax Increment Bonds	Bond Issue Date	Initial Bond Amount	2023 Outstanding Principle Due	2023 Outstanding Interest Due
Series 2018	12-12-18	\$8,480,000	\$7,965,000	\$5,697,706
Series 2019	12-19-19	\$4,105,000	\$3,935,000	\$2,257,024
Series 2020	9-2-20	\$3,865,000	\$3,705,000	\$1,587,425
Series 2021	9-29-21	\$6,105,000	\$6,010,000	\$2,482,450
Series 2022	8-22-22	\$5,280,000	\$5,280,000	\$4,214,074
Series 2023	9-20-23	\$8,010,000	\$8,010,000	\$6,112,017
Grand Total		\$35,370,000		

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year after the base

year, the Zone has received tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. Please refer to Table B.

Increment Received by Participating Jurisdiction

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City of Iowa Colony and Brazoria County are the only two taxing entities participating in the Zone. The increment revenue received for fiscal year ending September 30, 2023 was 3,094,954.71 in Table C.



**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
CITY OF IOWA COLONY, TEXAS
2023 ANNUAL REPORT
Tax Year Ending December 31, 2023**

Prepared by Ron Cox Consulting for the City of Iowa Colony TIRZ 2 Board



City Council Agenda Item Request Form

Item 25.

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: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Action (other)

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Ames Boulevard Phase II - Storm and Paving Facilities within City Limits- Conditional Acceptance into One Year Maintenance Period

Explanation/Justification Details:

Recommendation for Conditional Acceptance into One Year Maintenance Period for Ames Boulevard Ph II - Storm and Paving Facilities within City Limits.

Engineering has received closeout documents and held final inspections and has no objections into the One Year Maintenance Period. It is conditional subject to project approval by Brazoria County Commissioner's Court. Effective date of One Year Maintenance Period shall be the date commissioner's court approves the project, if approved by city council.

Requestor Signature: *Dinh Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Wednesday, August 7, 2024

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

Re: Ames Boulevard Phase II –Storm and Paving Facilities within City Limits
Recommendation for Conditional Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Ames Boulevard Phase II – Storm and Paving Facilities within city limits. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.


Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Ames Boulevard Phase II - Storm and Paving Facilities within city limits only into the One-Year Maintenance Period. The acceptance is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date of Brazoria County Commissioner's Court approval, if approved by City Council. 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 108042470 and Rider
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: 16007-4-427

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

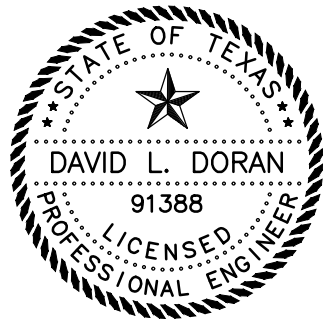
(Project Name)

I, David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
May 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.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 108042470

b. Principal: Northtex Construction, LLC

c. Surety:

Name: Travelers Casualty and Surety Company of America

State Where Surety is Incorporated: Connecticut

d. Obligee(s): N/A; 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: March 2, 2023

Parties: Principal and Brazoria County Municipal Utility District No. 53

Subdivision involved: Baird Boulevard Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage

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: \$ 207,615.89 (Two Hundred Seven Thousand Six Hundred Fifteen and 89/100 Dollars)

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: June 25, 2024

SURETY:
Travelers Casualty and Surety Company of America

PRINCIPAL:
Northtex Construction, LLC

By: [Signature]
Signature

By: [Signature]
Signature

Richard Covington
Print or Type Signer's Name

Ruben Garcia
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

President
Signer's Title

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **25th** day of **June**, **2024**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042470
issued by Travelers Casualty and Surety Company of America (as Surety),
in the amount of \$207,615.89
effective June 25, 2024
on behalf of Northtex Construction, LLC
in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: 

Travelers Casualty and Surety Company of America

By: 
Vickie Lacy, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

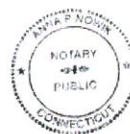
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **2nd** day of **July**, 20**24**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: 

Travelers Casualty and Surety Company of America

By: 
Vickie Lacy, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

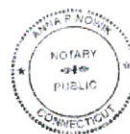
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **2nd** day of **July**, 20**24**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DEVELOPER: MR JOSH WADLEY
LAND TEJAS SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON TEXAS, 77063
(713)783-6702

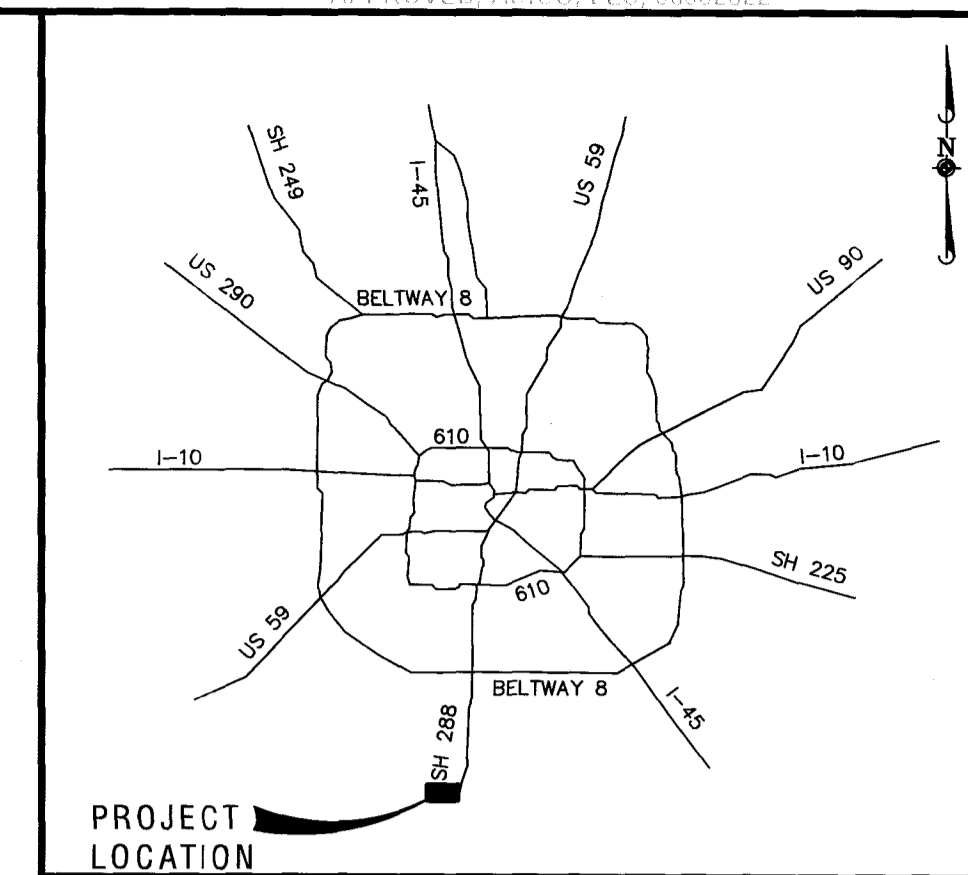
CONSTRUCTION OF WATER, SANITARY, DRAINAGE FACILITIES, AND PAVEMENT FOR AMES BOULEVARD PHASE II

BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020018.00

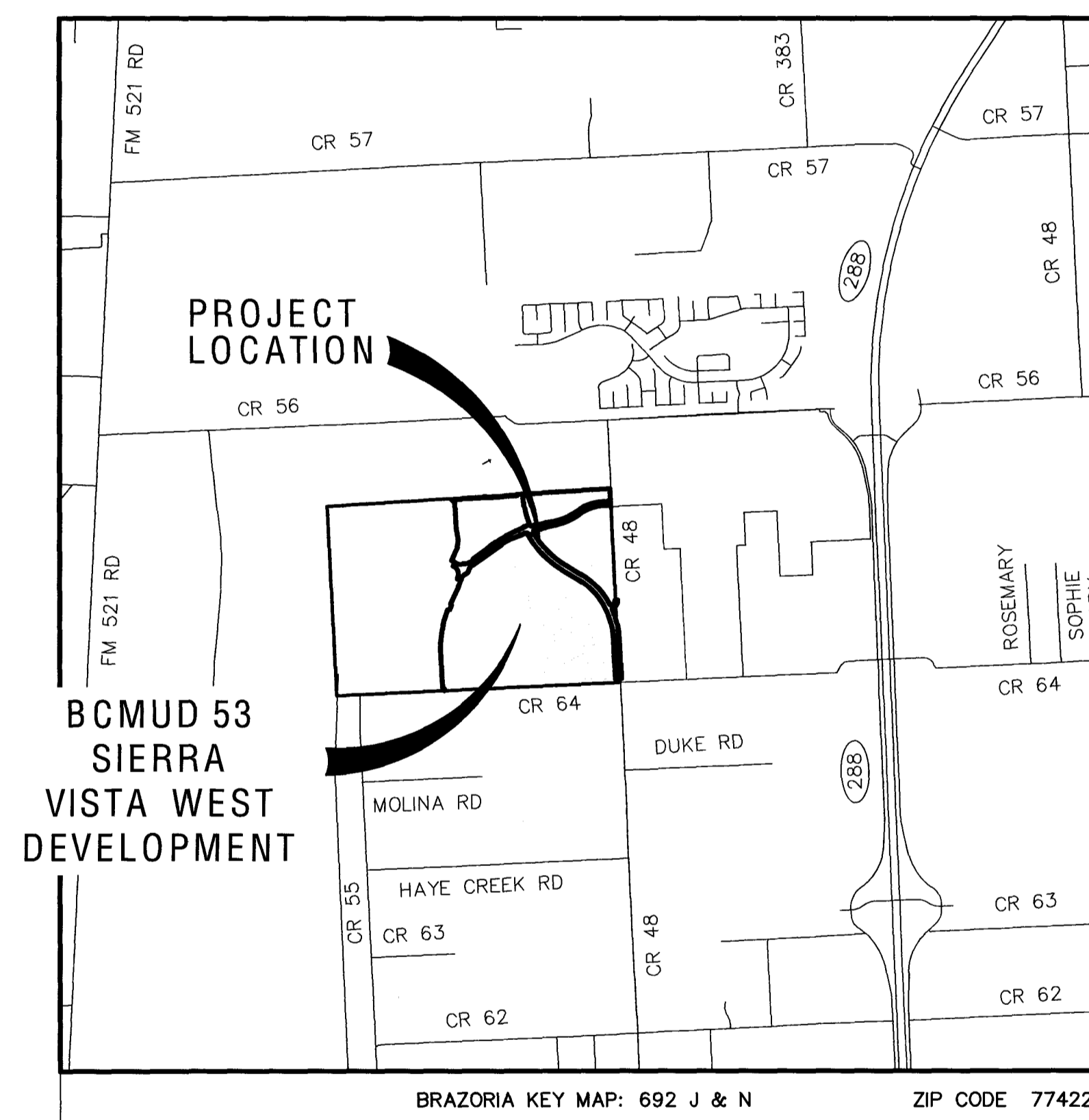
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4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
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7	STORM WATER POLLUTION PREVENTION PLAN
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31	P&P OUTFALL - 3
32	P&P - WATERLINE STUB-OUT A&B
33	P&P COUNTY RD 48 CONNECTION
34	CULVERT CROSSING
35	WATER DETAILS I
36	WATER DETAILS II
37	SANITARY SEWER DETAILS I
38	SANITARY SEWER DETAILS II
39	SANITARY SEWER DETAILS III
40	STORM SEWER DETAILS I
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42	STORM SEWER DETAILS III
43	STORM SEWER DETAILS IV
44	SLOPE PAVING DETAIL
45	STORM WATER POLLUTION PREVENTION PLAN DETAILS I
46	STORM WATER POLLUTION PREVENTION PLAN DETAILS II
47	PAVING DETAILS I
48	PAVING DETAILS II
49	PAVING DETAILS III
50	PAVING DETAILS IV

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-344-8317



HOUSTON AREA VICINITY MAP
N.T.S.



LOCATION MAP
1" = 1/2 MILE

ISSUED FOR CONSTRUCTION
Issue Date - 04/03/2023

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. @ 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

CONTRACTOR SHALL NOTIFY THE BRAZORIA COUNTY PRIOR TO COMMENCING CONSTRUCTION AND/OR BACKFILLING ANY UTILITIES. CONTRACTOR(S) TO CONTACT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
Lee Walden, P.E. Date 6-15-22 President
Kerry Osburn Date 6/15/22 Vice President
Brandon Middleton Date 6-15-22 Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M. Date 6-15-22 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. # B210072

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. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, 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.

TITLE SHEET & SHEET INDEX

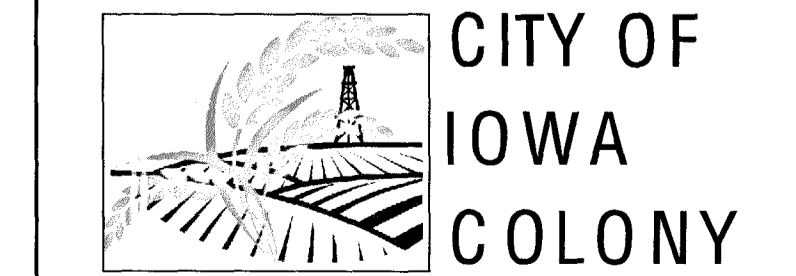
BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:
M. J. WALKER, P.E., COUNTY ENGINEER DATE 6/15/22
Jorge Reyna, DEVELOPMENT COORDINATOR DATE 6-15-22

ENGINEER'S SEAL
DE. H. NGUYEN
2445 TECHNOLOGY FOREST
BLVD, SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
DATE 05/10/2022
TYPE NO. 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.

Michael Brann Date 06/08/2022
Mayor
Dinh Ho, P.E., City Engineer Date 06/08/2022



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

P:\020 Sierra Vista West Development\018 Ames Boulevard Phase II\Drawings\Cover\COVER.dwg - 5/10/2022 7:22 AM

ISSUED FOR CONSTRUCTION - 04/03/2023



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: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Action (other)

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Ames Boulevard Phase II - Water and Sanitary Facilities within City Limits - Conditional Approval into One Year Maintenance Period

Explanation/Justification Details:

Recommendation for Conditional Approval into One Year Maintenance Period for Ames Boulevard Ph II - Water and Sanitary Sewer Facilities within City Limits.

Engineering has received closeout documents and held final inspections and has no objections into the One Year Maintenance Period. It is conditional subject to project approval by Brazoria County Commissioner's Court. Effective date of One Year Maintenance Period shall be the date commissioner's court approves the project, if approved by city council.

Requestor Signature: *Dinh Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Wednesday, August 7, 2024

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

Re: Ames Boulevard Phase II – Water and Sanitary Facilities within City Limits
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2106
Adico, LLC Project No. 16007-4-427

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Ames Boulevard Phase II – Water and Sanitary Facilities within city limits. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.


Based on our review of the closeout documents provided, Adico, LLC recommends approval of Ames Boulevard Phase II – Water and Sanitary Sewer Facilities within city limits only 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 of Brazoria County Commissioner's Court approval, if approved by City Council. 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 108042470 and Rider
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-427

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

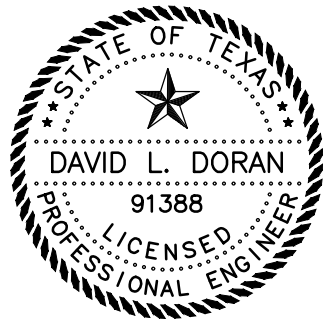
(Project Name)

I, David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
May 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.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 108042470

b. Principal: Northtex Construction, LLC

c. Surety:

Name: Travelers Casualty and Surety Company of America

State Where Surety is Incorporated: Connecticut

d. Obligee(s): N/A; 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: March 2, 2023

Parties: Principal and Brazoria County Municipal Utility District No. 53

Subdivision involved: Baird Boulevard Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage

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: \$ 207,615.89 (Two Hundred Seven Thousand Six Hundred Fifteen and 89/100 Dollars)

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: June 25, 2024

SURETY:
Travelers Casualty and Surety Company of America

PRINCIPAL:
Northtex Construction, LLC

By: [Signature]
Signature

By: [Signature]
Signature

Richard Covington
Print or Type Signer's Name

Ruben Garcia
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

President
Signer's Title

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **25th** day of **June**, **2024**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RIDER

To be attached to bond known as Bond No. 108042470
issued by Travelers Casualty and Surety Company of America (as Surety),
in the amount of \$207,615.89
effective June 25, 2024
on behalf of Northtex Construction, LLC
in favor of City of Iowa Colony, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

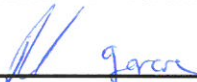
To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: 

Travelers Casualty and Surety Company of America

By: 
Vickie Lacy, Attorney-in-Fact



POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

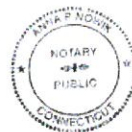
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **2nd** day of **July**, 20**24**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
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RIDER

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In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The subdivision involved is hereby changed:

From: Baird Boulevard Phase I

To: Ames II

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: 

Travelers Casualty and Surety Company of America

By: 
Vickie Lacy, Attorney-in-Fact



POWER OF ATTORNEY


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State of Connecticut

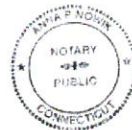
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

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I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **2nd** day of **July**, 20**24**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DEVELOPER: MR JOSH WADLEY
LAND TEJAS SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON TEXAS, 77063
(713)783-6702

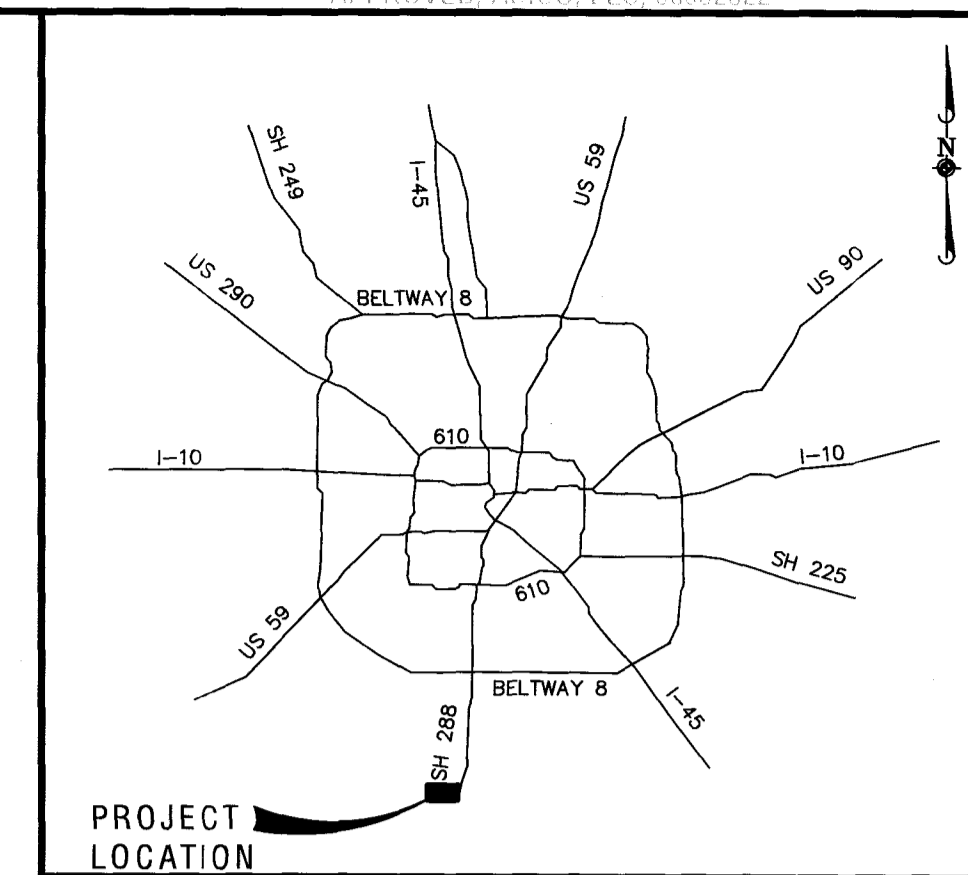
CONSTRUCTION OF WATER, SANITARY, DRAINAGE FACILITIES, AND PAVEMENT FOR AMES BOULEVARD PHASE II

BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020018.00

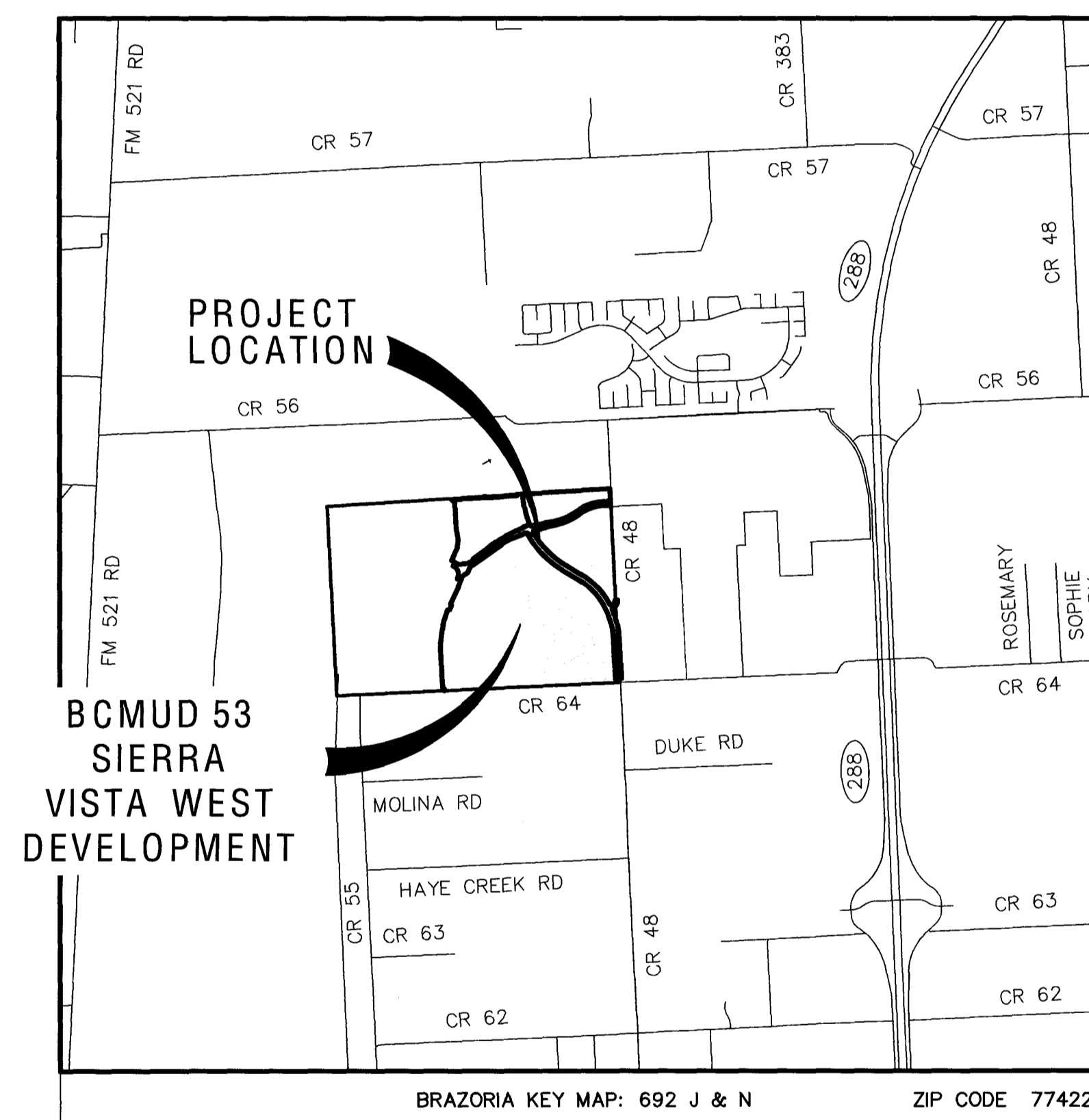
INDEX OF SHEETS

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4	DRAINAGE OVERALL
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7	STORM WATER POLLUTION PREVENTION PLAN
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9	PHASING PLAN
10	PHASE 2 DETOUR PLAN
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14	AMES BLVD PH II PROFILE (STA 4+00 TO 9+00)
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17	AMES BLVD PH II PLAN (14+00 TO 19+00)
18	AMES BLVD PH II PROFILE (STA 14+00 TO 19+00)
19	AMES BLVD PH II PLAN (STAT 19+00 TO 23+00)
20	AMES BLVD PH II PROFILE (19+00 TO 23+00)
21	AMES BLVD PH II PLAN (STA 23+00 TO 27+00)
22	AMES BLVD PH II PROFILE (STA 23+00 TO 27+00)
23	AMES BLVD PH II PLAN (STA 27+00 TO 31+50)
24	AMES BLVD PH II PROFILE (STA 27+00 TO 31+50)
25	AMES BLVD PH II PLAN (STA 31+50 TO 36+00)
26	AMES BLVD PH II PROFILE (STA 31+50 TO 36+00)
27	AMES BLVD PH II PLAN (STA 36+00 TO PHASE I)
28	AMES BLVD PH II PROFILE (STA 36+00 TO PHASE I)
29	P&P OUTFALL - 1
30	P&P OUTFALL - 2
31	P&P OUTFALL - 3
32	P&P - WATERLINE STUB-OUT A&B
33	P&P COUNTY RD 48 CONNECTION
34	CULVERT CROSSING
35	WATER DETAILS I
36	WATER DETAILS II
37	SANITARY SEWER DETAILS I
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39	SANITARY SEWER DETAILS III
40	STORM SEWER DETAILS I
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47	PAVING DETAILS I
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49	PAVING DETAILS III
50	PAVING DETAILS IV

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-344-8317



HOUSTON AREA VICINITY MAP
N.T.S.



LOCATION MAP
1" = 1/2 MILE

ISSUED FOR CONSTRUCTION
Issue Date - 04/03/2023

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. @ 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

CONTRACTOR SHALL NOTIFY THE BRAZORIA COUNTY PRIOR TO COMMENCING CONSTRUCTION AND/OR BACKFILLING ANY UTILITIES. CONTRACTOR(S) TO CONTACT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
Lee Walden, P.E. Date 6-15-22 President
Kerry Osburn Date 6/15/22 Vice President
Brandon Middleton Date 6-15-22 Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M. Date 6-15-22 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. # B210072

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. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, 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.

TITLE SHEET & SHEET INDEX

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:
DATE 6/15/22
M. J. ... P.E., COUNTY ENGINEER
DATE 6-15-22
Jorge Reyna, DEVELOPMENT COORDINATOR
DATE
ENGINEER'S SEAL
DE. H. NGUYEN
2445 TECHNOLOGY FOREST
BLVD, SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
129536
PROF. LICENSED
CIVIL ENGINEER
DATE 05/10/2022
TBPE NO. 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.
M. Brown 06082022
MAYOR
DINH HO, P.E., CITY ENGINEER 06082022
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES



P:\020 Sierra Vista West Development\018 Ames Boulevard Phase II\Drawings\Cover\COVER.dwg - NOTES.dwg 5/10/2022 7:22 AM

ISSUED FOR CONSTRUCTION - 04/03/2023



City Council Agenda Item Request Form

Item 27.

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: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Action (other)

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Baird Boulevard - Storm and Paving Facilities - Conditional Approval into One Year Maintenance Period

Explanation/Justification Details:

Recommendation for Conditional Approval into One Year Maintenance Period for Baird Boulevard - Storm and Paving Facilities.

Engineering has received closeout documents and held final inspections and has no objections into the One Year Maintenance Period. It is conditional subject to project approval by Brazoria County Commissioner's Court. Effective date of One Year Maintenance Period shall be the date commissioner's court approves the project, if approved by city council.

Requestor Signature: *Dinh Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Wednesday, August 7, 2024

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

Re: Baird Boulevard Phase I – Storm and Paving Facilities
Recommendation for Conditional Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2285
Adico, LLC Project No. 16007-4-433

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Baird Boulevard Phase I – Storm and Paving Facilities. The final inspection was completed on November 28, 2023, with all outstanding punch list items addressed on January 31, 2024.

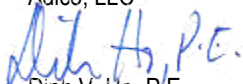
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Baird Boulevard Phase I – Storm and Paving Facilities into the One-Year Maintenance Period. The approval is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective on the date of Brazoria County Commissioner's Court approval, if approved by City Council. 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. Brazoria County Bond No. 108042471
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: 16007-4-433

BOND

NO. 108042471

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

Northtex Construction, LLC & Astro Sierra Vista West, LLC, whose (street address/phone) is 15331 Ella Blvd., Houston, TX 77090 / 2450 Fondren Road, Suite 210, Houston, TX 77063, hereinafter called the Principal, and (surety) Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of the laws of the State of Connecticut, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at (street address/phone) One Tower Square, Hartford, CT 06183, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is (name/office) Greg Michels, and whose (street address/phone) 4650 Westway Park Blvd., Houston, TX 77041,

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 Million Two Hundred Twenty-Five Thousand Five Hundred Fifty Eight and 19/100 Dollars (\$ 1,225,558.19) 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):

Baird Boulevard Phase 1 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 25th day of June, 2024.

ATTEST:

Principal: Northtex Construction, LLC

Alexandra Alvarez
Name: Alexandra Alvarez
Title: Contract Administrator

By: Ruben Garcia
Name: Ruben Garcia
Title: President
Astro Sierra Vista West, LLC

By: _____

Name:

Title:

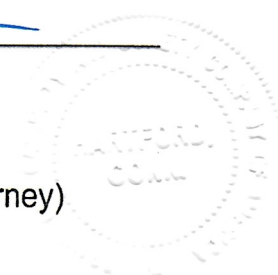
Surety: Travelers Casualty and Surety Company of America

By: Richard Covington

Name: Richard Covington

Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)



POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **25th** day of **June**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

RIDER

To be attached to bond known as Bond No. 108042471
issued by Travelers Casualty and Surety Company of America (as Surety),
in the amount of \$1,225,558.19
effective June 25, 2024
on behalf of Northtex Construction, LLC & Astro Sierra Vista West, LLC
in favor of L.M. Matt Sebesta, Jr., County Judge of Brazoria County, Texas

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

The Bond Amount is hereby changed:

From: One Million Two Hundred Twenty Five Thousand Five Hundred Fifty Eight and 19/100 Dollars (\$1,225,558.19)

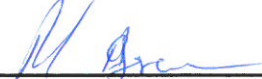
To: Four Hundred Sixty Five Thousand Two Hundred Eighty Five and 20/100 Dollars (\$465,285.20)

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 25th day of June, 2024.

Signed, sealed and dated the 2nd day of July, 2024.

Northtex Construction, LLC

By: 

Astro Sierra Vista West, LLC

By: _____

Travelers Casualty and Surety Company of America

By: 
Vickie Lacy, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

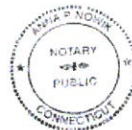
By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **2nd** day of **July**, 20**24**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATION OF INFRASTRUCTURE FOR:

AMES BLVD PH II AND BAIRD BLVD PH I

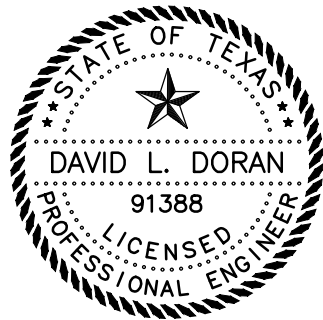
(Project Name)

I, David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
May 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

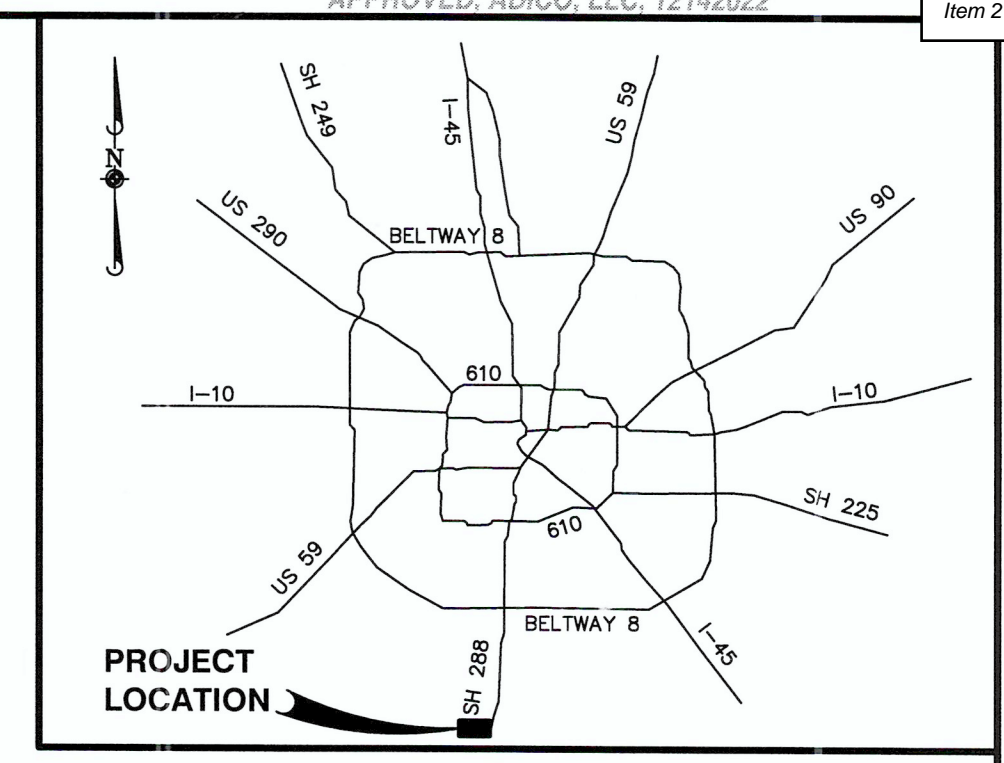
Phone No.

DEVELOPER: ASTRO SIERRA VISTA, LP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF DRAINAGE, AND PAVING FACILITIES FOR

BAIRD BOULEVARD PHASE 1

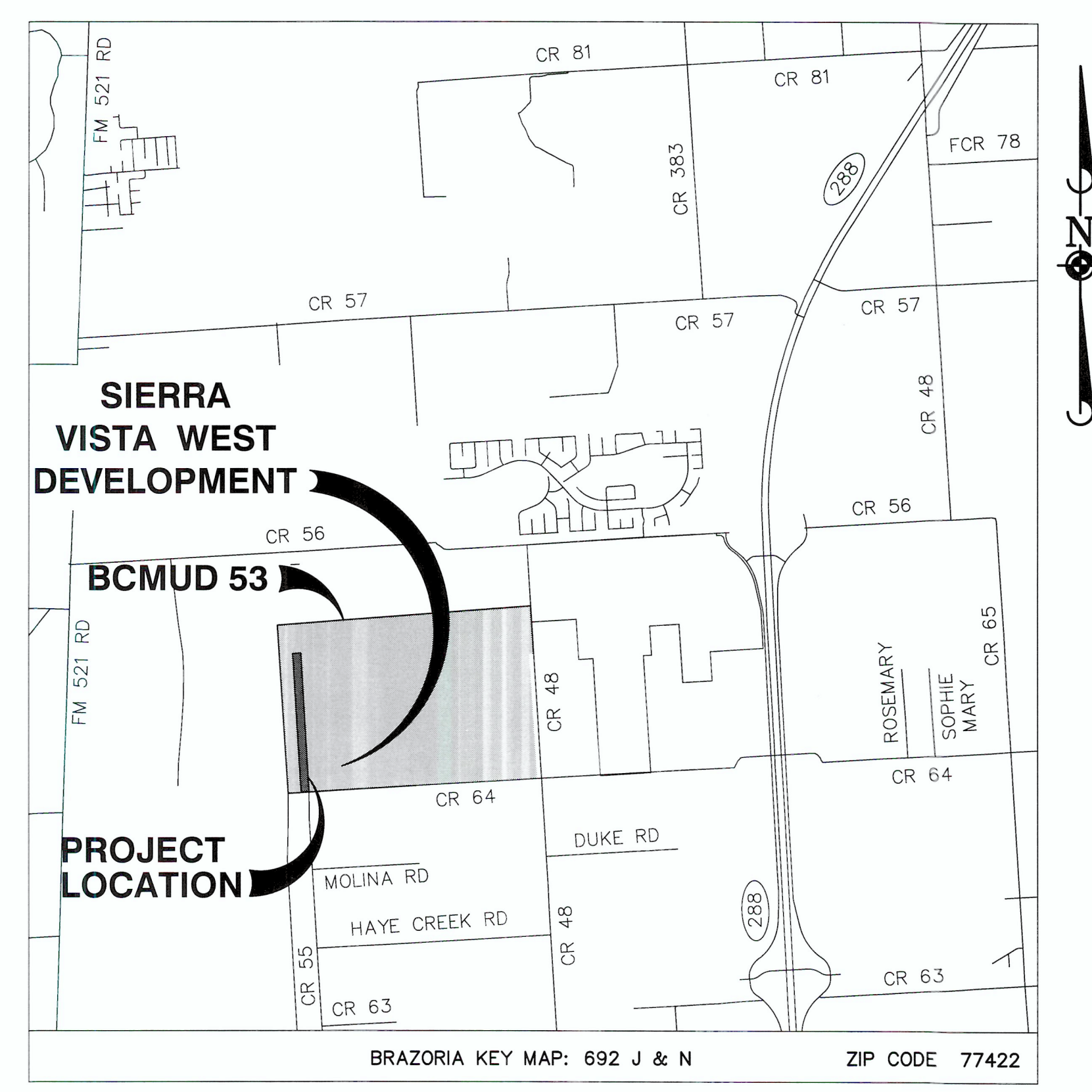
BRAZORIA COUNTY M.U.D. NO. 53 BRAZORIA COUNTY, TX PROJECT NO. 610.020.029.00



HOUSTON AREA VICINITY MAP
N.T.S.

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7	STORM WATER POLLUTION PREVENTION PLAN
8	PHASING PLAN
9	TRAFFIC SIGNAGE & PAVING MARKING OVERALL
10	BAIRD BOULEVARD PH I (STA 0+00 TO 3+50)
11	BAIRD BOULEVARD PH I (STA 3+50 TO 8+50)
12	BAIRD BOULEVARD PH I (STA 8+50 TO 12+50)
13	BAIRD BOULEVARD PH I PROFILE (STA 8+50 TO 12+50)
14	EXTREME EVENT OVERFLOW & OUTFALL
15	BAIRD BOULEVARD PH I (STA 12+50 TO 16+50)
16	BAIRD BOULEVARD PH I (STA 16+50 TO 19+50)
17	BAIRD BOULEVARD PH I (STA 19+50 TO 24+50)
18	BAIRD BOULEVARD PH I (STA 24+50 TO 28+50)
19	BAIRD BOULEVARD PH I (STA 28+50 TO 32+50)
20	BAIRD BOULEVARD PH I (STA 32+50 TO 36+50)
21	BAIRD BOULEVARD PH I (STA 36+50 TO 40+00)
22	BAIRD BOULEVARD PH II (STA 0+00 TO 4+50)
23	BAIRD BOULEVARD PH II (STA 4+50 TO 8+50)
24	BAIRD BOULEVARD PH II (STA 8+50 TO 12+50)
25	BAIRD BOULEVARD PH II PROFILE (STA 8+50 TO 12+50)
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31	BAIRD BOULEVARD PH II (STA 32+50 TO 36+50)
32	BAIRD BOULEVARD PH II (STA 36+50 TO 40+00)
33	STORM SEWER DETAILS I
34	STORM SEWER DETAILS II
35	STORM SEWER DETAILS III
36	STORM SEWER DETAILS IV
37	STORM WATER POLLUTION PREVENTION PLAN DETAILS I
38	STORM WATER POLLUTION PREVENTION PLAN DETAILS II
39	PAVING DETAILS I
40	PAVING DETAILS II
41	PAVING DETAILS III
42	PAVING DETAILS IV



LOCATION MAP
1"=1/4 mile

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 86, 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. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 5, 1989, 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] 12/21/22
MATT HAWKS, P.E., COUNTY ENGINEER DATE

[Signature] 12-15-22
JORGE REYNA, DEVELOPMENT COORDINATOR DATE

ENGINEER'S SEAL
DE H. NGUYEN
2445 TECHNOLOGY FOREST
BLVD, SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

12/05/2022
129536
DE H. NGUYEN
LICENSED 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.

[Signature] 121420222
MICHAEL BYRUM-BRATSEN, MAYOR DATE

[Signature] 12142022
DINH HO, P.E., CITY ENGINEER 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@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-22671

RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

[Signature]

E:\020 Sierra Vista West Development\029 Baird Blvd Ph. 1\Drawn Plan Set Drawings\1 - TITLE AND INDEX OF SHEETS.dwg

ELEVATION LAND SOLUTIONS - BAIRD BOULEVARD PH. 1 - PROJECT NO. 610.020.029.00



City Council Agenda Item Request Form

Item 28.

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: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Action (other)

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Davenport Parkway Phase I - Storm and Paving Facilities - Conditional Acceptance into One Year Maintenance Period

Explanation/Justification Details:

Recommendation for Conditional Acceptance into One Year Maintenance Period for Davenport Parkway Phase I - Storm and Paving Facilities.

Engineering has received closeout documents and held final inspections and has no objections into the One Year Maintenance Period. It is conditional subject to project approval by Brazoria County Commissioner's Court. Effective date of One Year Maintenance Period shall be the date commissioner's court approves the project, if approved by city council.

Requestor Signature: *Dinh Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Wednesday, August 7, 2024

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

Re: Davenport Parkway Phase I - Storm and Paving Facilities
Recommendation for Conditional Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 1323
Adico, LLC Project No. 16007-4-402

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Davenport Parkway Phase 1 - Storm and Paving Facilities. The final inspection was completed on May 2, 2023, with all outstanding punch list items addressed on March 29, 2024.

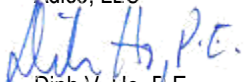
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Davenport Parkway Phase 1 - Storm and Paving Facilities into the One-Year Maintenance Period. The acceptance is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date of Brazoria County Commissioner's Court approval, if approved by City Council. 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, F.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-402

CERTIFICATION OF INFRASTRUCTURE FOR:

Davenport Parkway Phase I

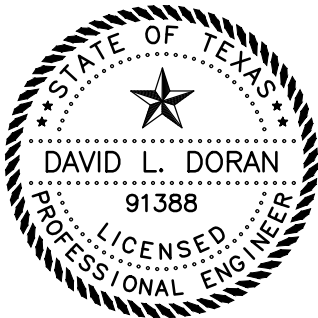
(Project Name)

I, David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
May 10, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd., Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 4475003

b. Principal: Principal Services, Ltd.

c. Surety:
Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____
Parties: Principal and Brazoria County Municipal Utility District No. 53
Subdivision involved: Davenport Parkway Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage and Paving Facilities for Davenport Parkway Phase I

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 1,649,722.42

g. Maintenance Period:
Starting Date of Maintenance Period: _____
(Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.
- 3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto 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: _____

SURETY: SureTec Insurance Compnay

PRINCIPAL: Principal Services, Ltd.

By: *Kelly J. Brooks*
 Signature

By: _____
 Signature

Kelly J. Brooks
 Print or Type Signer's Name

Kevin Burns
 Print or Type Signer's Name

Attorney in Fact
 Signer's Title

COO
 Signer's Title

ATTACH POWER OF ATTORNEY

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of March, 2024.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



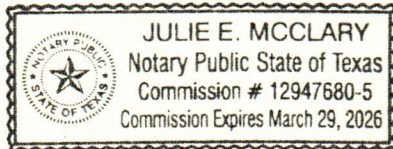
Markel Insurance Company

By: Lindey Jennings
Lindey 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
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis
Andrew Marquis, Assistant Secretary

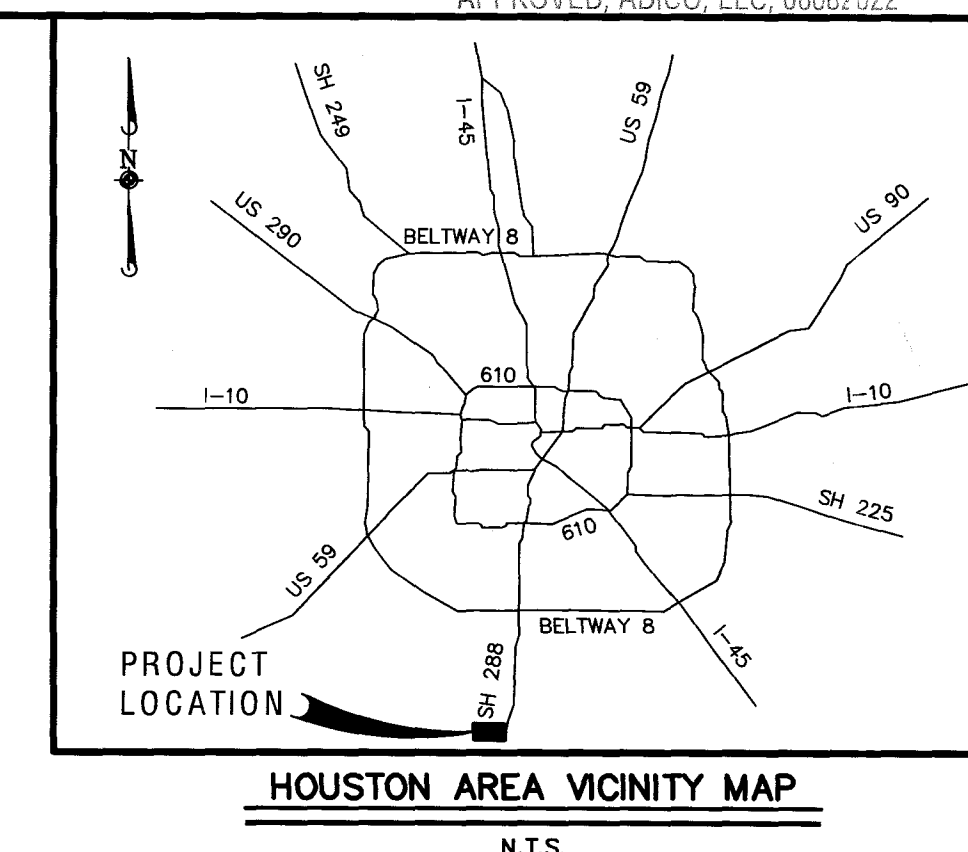
Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

DEVELOPER: LAND TEJAS
SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF DRAINAGE, AND PAVING FACILITIES FOR

DAVENPORT PARKWAY PHASE 1

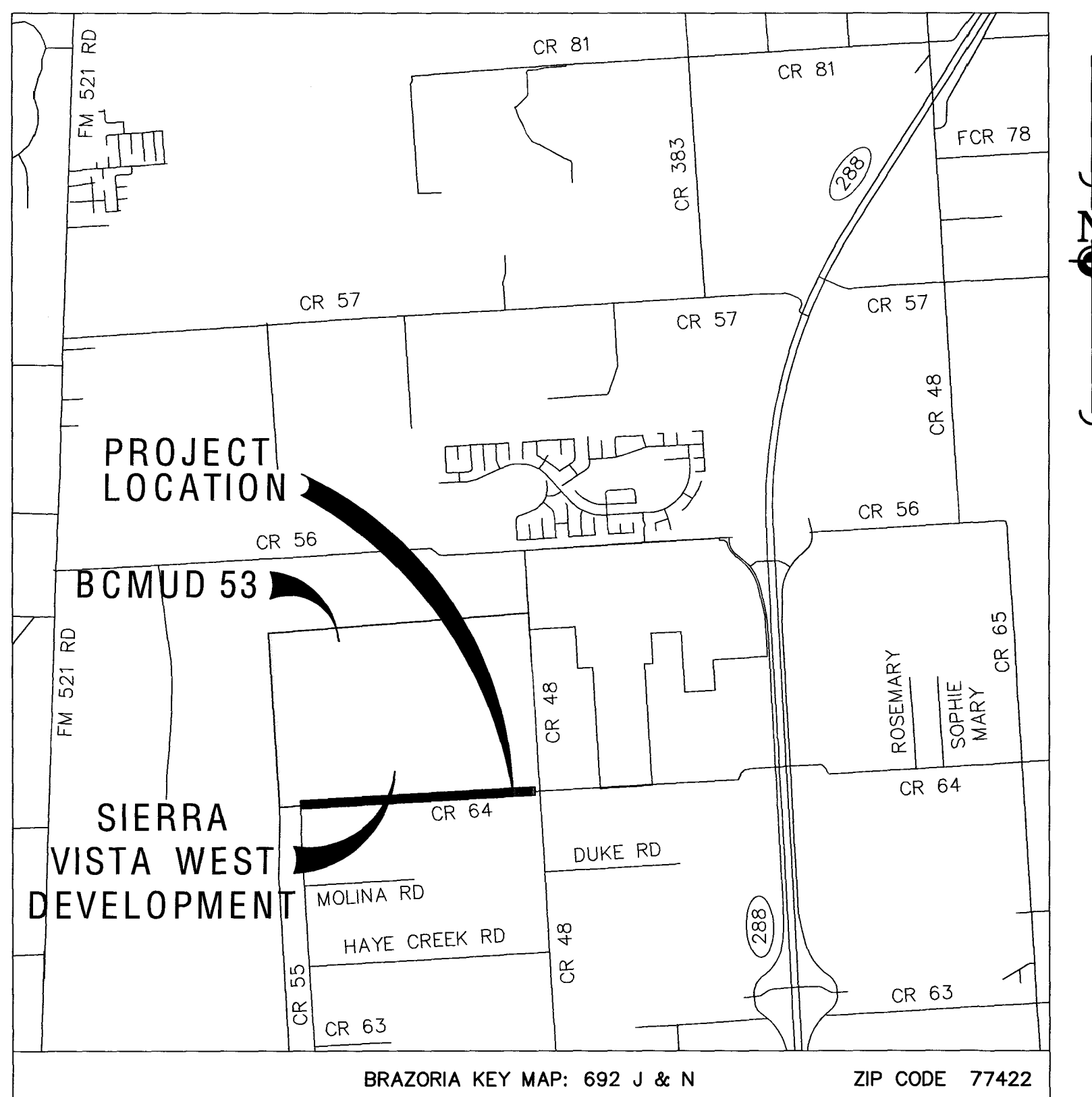
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020026.00



INDEX OF SHEETS

SHEET NO. SHEET TITLE

- 1 TITLE SHEET & SHEET INDEX
- 2 GENERAL NOTES
- 3 PROJECT OVERALL
- 4 EXISTING CONDITIONS OVERALL
- 5 DRAINAGE OVERALL
- 6 DRAINAGE CALCULATIONS
- 7 GRADING PLAN
- 8 STORM WATER POLLUTION PREVENTION PLAN
- 9 TRAFFIC SIGNAGE AND PAVEMENT MARKINGS
- 10 PHASING PLAN
- 11 PHASE 2 DETOUR PLAN
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- 20 DAVENPORT PKWY (STA 20+00 TO 25+00)
- 21 DAVENPORT PKWY (STA 25+00 TO 30+00)
- 22 DAVENPORT PKWY (STA 30+00 TO 35+00)
- 23 DAVENPORT PKWY (STA 35+00 TO 40+00)
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- 34 STORM SEWER DETAILS IV
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- 40 PAVING DETAILS III
- 41 PAVING DETAILS IV
- 42 TXDOT SAFETY END TREATMENT DETAILS I
- 43 SAFETY END TREATMENT DETAILS II



LOCATION MAP

1"=1/4 mile

ISSUED FOR CONSTRUCTION
Issue Date - 03/13/2024

BENCHMARKS:

SOURCE BENCHMARK:

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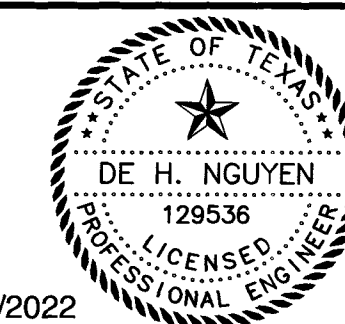
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DATE	REVISION	APP.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEW FOR CONSTRUCTION:

MATT HARRIS, P.E., COUNTY ENGINEER *6/15/22*
 JORGE REYNA, DEVELOPMENT COORDINATOR *6/15/22*

ENGINEER'S SEAL
 DE H. NGUYEN
 2445 TECHNOLOGY FOREST
 BLVD, SUITE 200
 THE WOODLANDS, TX 77381
 (832) 823-2200
 TBPE NO. F-22671 05/09/2022



RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

ONE-CALL NOTIFICATION SYSTEM
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ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. 6/15/22
Kerry V. Osburn 6/15/22
Brandon Middletown 6-15-22
Jarrrod D. Aden, P.E., C.F.M. 6-15-22

President Vice President
Secretary/Treasurer District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.
BCDD 5 I.D. # _____

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.

Michael Byrum, Mayor 06082022
Dinh Ho, P.E., City Engineer 06082022

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

P:\020 Sierra Vista West Development\026 Davenport Park\Ph 1\Drawg_Plan Set Drawings\TITLE AND INDEX OF SHEETS.dwg

FOR APPROVAL
ISSUED FOR CONSTRUCTION - 03/13/2024
ELEVATION LAND SOLUTIONS - DAVENPORT PARKWAY PHASE 1 - PROJECT NO. 610.020026.00