



**CITY OF
IOWA
COLONY**

CITY COUNCIL MEETING

**Monday, September 18, 2023
7:00 PM**

Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, TX 77583

Phone: 281-369-2471

Fax: 281-369-0005

www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING AT 7:00 PM ON MONDAY, SEPTEMBER 18, 2023 AT IOWA COLONY CITY HALL, 12003 IOWA COLONY BLVD., 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.

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

1. Hold a public hearing to consider annexing the following property:

Approximately 15.6385 acres of land, more or less, being a part of Tract 654 and a part of Tract 653 of the Emigration Land Company Subdivision of Section Fifty-six (56), of the H.T. & B. RR Company Survey, Abstract 515, Brazoria County, Texas, according to the map or plat recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, which is Property ID No. 572533 and Geographic ID No. 0515-0021-001 in the records of the Brazoria County Appraisal District, generally located east of SH 288 and approximately 2600 LF south of Cedar Rapids Parkway, physically located at 23985 SH 288, Rosharon, Texas 77583, and more fully described in a deed recorded under File No. 2005069892 of the Official Records of Brazoria County, Texas.

2. Hold a public hearing on the proposed city budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$239,429 OR 7.60%, AND OF THAT AMOUNT \$289,693 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

3. Hold a public hearing on the proposed tax rate.

COUNCIL COMMENTS

STAFF REPORTS

4. Fire Marshal/Building Official Monthly Report
5. Police Department Monthly Report
6. Municipal Court Monthly Report
7. Public Works Monthly Report
8. City Engineer Monthly Report
9. Finance Monthly Report

ITEMS FOR CONSIDERATION

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

Tuesday, September 19, 2023; 5:00PM; Iowa Colony City Hall Council Chambers

11. Consideration and possible action to annex the following property:

Approximately 15.6385 acres of land, more or less, being a part of Tract 654 and a part of Tract 653 of the Emigration Land Company Subdivision of Section Fifty-six (56), of the H.T. & B. RR Company Survey, Abstract 515, Brazoria County, Texas, according to the map or plat recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, which is Property ID No. 572533 and Geographic ID No. 0515-0021-001 in the records of the Brazoria County Appraisal District, generally located east of SH 288 and approximately 2600 LF south of Cedar Rapids Parkway, physically located at 23985 SH 288, Rosharon, Texas 77583, and more fully described in a deed recorded under File No. 2005069892 of the Official Records of Brazoria County, Texas.

A. Consideration and possible action approving the Municipal Service Agreement.

B. Consideration and possible action adopting an ordinance on first and final reading annexing the property.

12. Consideration and possible action on items relating to the Automated Meter Infrastructure (AMI) water meter upgrade project:

A. Authorizing a Job Order Contract (JOC) for installation services with Performance Services under TIPS contract No. 181101.

B. Adopting a resolution authorizing a Public Property Finance Act lease purchase agreement with First Security Finance, Inc. and related documents.

13. Consideration and possible action on a resolution nominating up to five candidates to fill five positions of the Brazoria County Appraisal District Board of Directors.
14. Consideration and possible action adopting an ordinance on first reading amending the City's Fee Schedule.
15. Consideration and possible action to adopt an ordinance on first reading amending the Major Thoroughfare Plan.
16. Consideration and possible action to adopt an ordinance on first reading changing the date of the Regular Council Meeting in November 2023.

17. Consideration and possible action approving the Terms & Conditions of the Sterling Lakes North Section 1 Early Plat application.

CONSENT ORDINANCES – SECOND READING

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

18. Consideration and possible action adopting an ordinance on second and final reading creating and establishing a water utility franchise fee.

CONSENT AGENDA

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

19. Consider approval of the August 21, 2023 Council work session minutes.
20. Consider approval of the August 21, 2023 Council meeting minutes.
21. Consider approval of the September 11, 2023 Council meeting minutes.
22. Consider final approval of BCMUD 53 Water Plant Phase I
23. Consider approval of Caldwell Crossing Section 5 Preliminary Plat
24. Consider approval of Caldwell Crossing Section 6 Preliminary Plat
25. Consider approval of Cedar Rapids Parkway Phase 2 Final Plat
26. Consider approval of Karsten Boulevard and Cedar Rapids Parkway Street Dedication Final Plat
27. Consider final acceptance of Merdiana Parkway Phase V – Storm & Paving
28. Consider final approval of Merdiana Parkway Phase V – Water & Sanitary
29. Consider final acceptance of Merdiana Parkway Phase VI – Storm & Paving
30. Consider final approval of Merdiana Parkway Phase VI – Water & Sanitary
31. Consider approval of Sierra Vista Center Final Plat
32. Consider approval of Sterling Lakes North Section 2 Final Plat
33. Consider approval with conditions of Sterling Lakes North Section 3 Final Plat
34. Approval of Investment of City Funds Renewing a Certificate of Deposit (CD)

EXECUTIVE SESSION

Executive session in accordance with 551.071, 551.072, and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

35. Discussion on appointment of District B Councilmember
36. Purchase of real property and financial matters related thereto
37. Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 applications and appointments

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

38. Consideration and possible action on appointment of District B Councilmember
39. Consideration and possible action related to the purchase of real property.

40. Consideration and possible action to appoint members to the Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 Boards.

ADJOURNMENT

I, Kayleen Rosser, hereby certify that the above notice of meeting of the Iowa Colony City Council was posted pursuant to the Texas Open Meeting Act(Chapter 551 of the Texas Government Code) on September 15, 2023.

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: _____

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on September 18, 2023**, in the City Council Chamber at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard (County Road 65), Iowa Colony, Texas, to consider annexing the following property:

Approximately 15.6385 acres of land, more or less, being a part of Tract 654 and a part of Tract 653 of the Emigration Land Company Subdivision of Section Fifty-six (56), of the H.T. & B. RR Company Survey, Abstract 515, Brazoria County, Texas, according to the map or plat recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, which is Property ID No. 572533 and Geographic ID No. 0515-0021-001 in the records of the Brazoria County Appraisal District, generally located east of SH 288 and approximately 2600 LF south of Cedar Rapids Parkway, physically located at 23985 SH 288, Rosharon, Texas 77583, and more fully described in a deed recorded under File No. 2005069892 of the Official Records of Brazoria County, Texas.

A metes and bounds description and map of the area proposed for annexation are available at no charge from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at www.iowacolonytx.gov. The public is invited to attend and speak at the hearing.

Kayleen Rosser
Iowa Colony City Secretary

NOTICE OF BUDGET HEARING
CITY OF IOWA COLONY

The City Council of the City of Iowa Colony, Texas will hold a public hearing at 7:00 p.m. on September 18, 2023, in the Council Chambers at Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas on the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024. **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$239,429 OR 7.60%, AND OF THAT AMOUNT \$289,693 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

Kayleen Rosser
City Secretary

NOTICE OF PUBLIC HEARING ON TAX INCREASE

Item 3.

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

PROPOSED TAX RATE	\$0.519209 per \$100
NO-NEW-REVENUE TAX RATE	\$0.514118 per \$100
VOTER-APPROVAL TAX RATE	\$1.656576 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for CITY OF IOWA COLONY from the same properties in both the 2022 tax year and the 2023 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF IOWA COLONY is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 18, 2023 AT 7:00PM AT the Iowa Colony City Hall Council Chambers, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

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

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

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

FOR the proposal:

Councilmember McLean Barnett	Councilmember Arnetta Hicks-Murray
Mayor Pro Tem Marquette Greene-Scott	Mayor Wil Kennedy
Councilmember Timothy Varlack	Councilmember Steven Byrum-Bratsen
Councilmember Sydney Hargroder	

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

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

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

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

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.519209	\$0.519209	increase of 0.000000, or 0.00%
Average homestead taxable value	\$274,955	\$308,202	increase of 33,247, or 12.09%
Tax on average homestead	\$1,427.59	\$1,600.21	increase of 172.62, or 12.09%
Total tax levy on all properties	\$3,152,315	\$3,391,744	increase of 239,429, or 7.60%

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



MONTHLY REPORT- 2023

September 13, 2023

Mayor and Council,
 See August 2023, monthly report for Building Department, Code Enforcement/Animal Control, Community Development and Fire Marshal’s Office below.

Building Department

Inspections Conducted by BBG-Inspector

Building Inspections-	282
Plumbing Inspections -	486
Mechanical Inspections-	135
Electrical Inspections-	<u>328</u>
Total-	1231

Inspections Conducted by In-House City

Building-	218
City Ordinance Violations-	20
Animal Control Violations-	<u>27</u>
Total-	265

Inspections paid to BBG for August 2022 total of 1134 Inspections- \$25,515.00

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

August 2023, Total Inspections 1231

Total paid to BBG \$27,697.50

Building Department: 97 Plan reviews for construction were conducted.

3- Building 2- Commercial Buildout 5- Electrical 81- New Residential 2- Swimming Pools

Permits Issued:

2022- 93

Other Permits- 54 New Homes- 23 Civil Projects- 16

2023- 166

Other Permits- 53 New Homes- 92 Civil Projects- 21

Permit Fees Collected:

2022- \$170,291.05

New Homes- \$50,924.34 Other Permit- \$16,903.06 Civil Projects- \$102,463.65

2023- \$319,234.86

New Homes- \$174,651.57 Other Permit- \$20,322.12 Civil Projects- \$124,261.17

Fire Marshals Report:

Nothing to Report.

Thanks,



Albert Cantu,
Fire Marshal/Building Official



IOWA COLONY CODE COMPLIANCE DEPARTMENT

12003 Iowa Colony Blvd
Iowa Colony, TX. 77583

Ruben Garcia Jr
Code Compliance Officer

Phone (346) 395-4543
rgarcia@iowacolonytx.gov

August 2023

CODE COMPLIANCE / ANIMAL CONTROL / INSPECTIONS

265 Calls for Service, for Code Compliance/Health, Animal Control, Inspection/Permits

Code Compliance/Health Inspection 20

- (1) Debris in Roadway – Meridiana Pkwy @ SH 288 N -Concrete debris Granite Construction removed - **ABATED**
- (2) Sign Ordinance Violation 16200 Hwy 6 S – Seth Bros Real Estate – **PENDING** / 16377 Hwy 6 S – AM/PM Store **VERBAL WARNING**
- (1) City Limit Sign Down – 16400 Hwy 6 N – **Up righted Sign**
- (1) Smoke in the Area –1226 Diamond Drape – **ADVISED GIVEN**
- (3) Stop Work Order – Advised Given - **ABATED**
- (2) Trash/Debris– 3700 Amoroso & 100 Kiowa Ct – **ABATED**
- (2) Trash/Debris – 3321 Meridiana Pkwy 7/11 – **ABATED** – 3331 Meridiana Pkwy Starbucks - **ABATED**
- (6) Stake Sign – **28 Sign P/U & DISPOSED**
- (2) Health Inspection – **Bell Sanchez Elem / APPROVED** – Say it Aint Sno / **APPROVED**

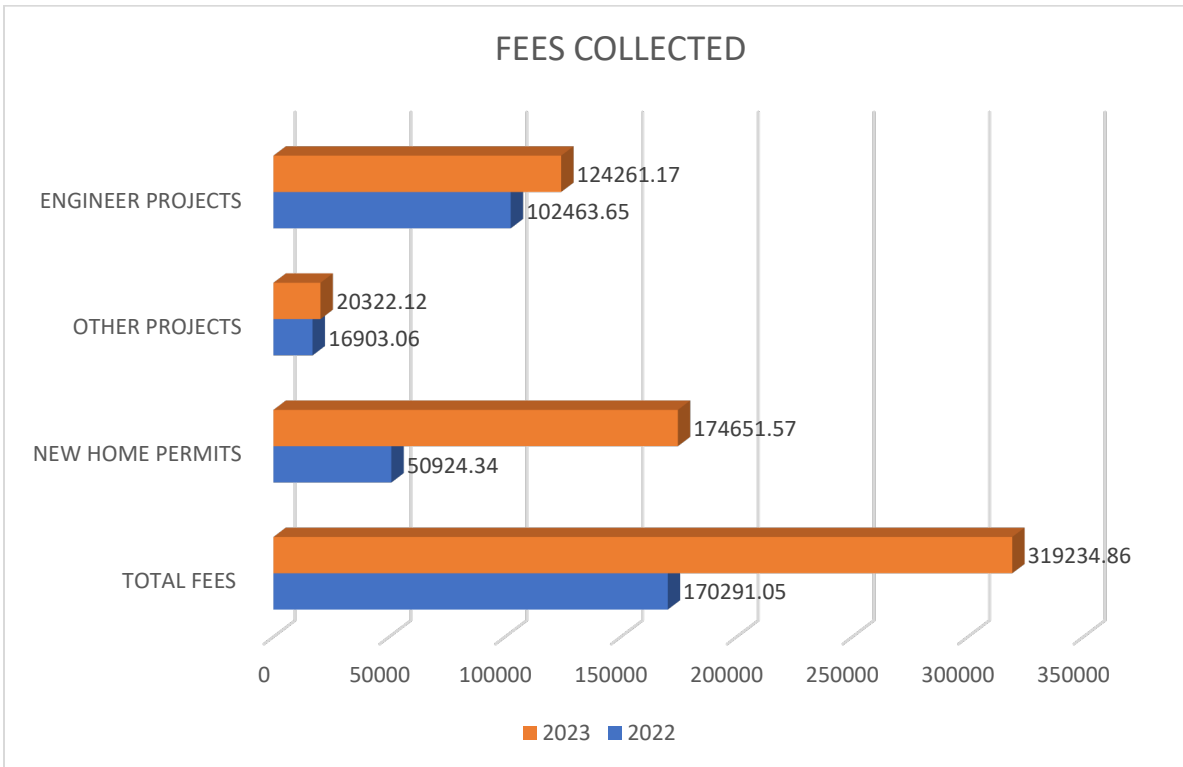
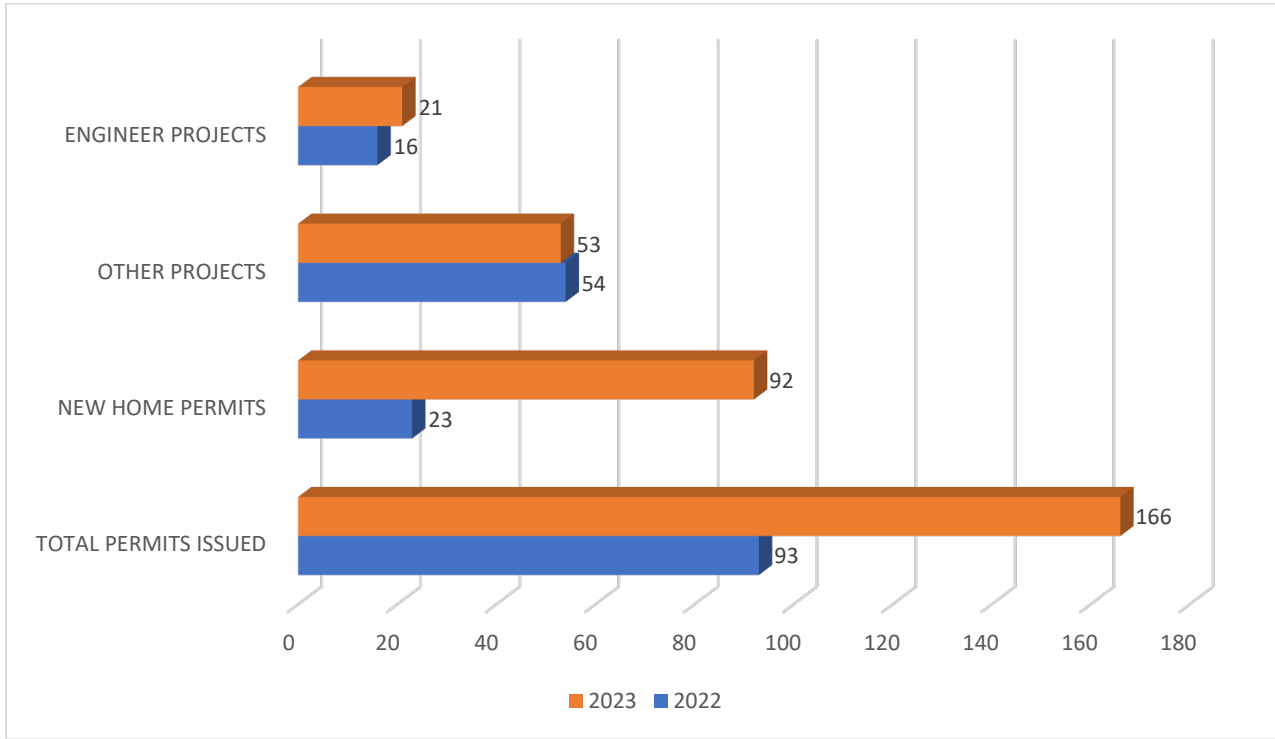
Animal Control 27

- (12) Animal at Large - **8 dog calls / 4 cat calls**
- (4) ACO Patrol – **Meridiana Subdv / Sterling Lakes / City Limits**
- (2) Animal Bite – **(1) No sign of disease / (1) Referred over to Pasadena**
- (3) Animal Complaint/Nuisance – **Advised Given**
- (1) DOA Dog – **removed off roadway/scanned no microchip**
- (2) Wildlife Calls - **Relocated**
- (2) Loose Livestock – Horse & Cows - **all livestock put back in pasture**
- (1) Lost Dogs – **Information taken and entered in system**

Inspection/Permits 218

- (87) Driveway/Sidewalks – **73 PASS / 14 FAIL**
- (95) Pre-Pour Foundations – **81 PASS / 14 FAIL**
- (23) Electrical T-Pole – **20 PASS / 3 FAIL**
- (1) Pool Stake Out – **PASS**
- (2) Belly Steel – **PASS**
- (1) Pool Deck/Ditch - **PASS**
- (6) Pool Final – **4 PASS / 2 FAIL**
- (3) Pier Hole - **PASS**

AUGUST COUNCIL REPORT





IOWA COLONY POLICE DEPARTMENT

Item 5.

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report August 2023

Offense	July 2023	August 2023
Burglary	2	4
Theft	3	4
Robbery	0	0
Total Index Crimes Reported	5	8
Reports Taken		
Misdemeanor	17	24
Felony	14	10
Charges Filed/Arrests		
Misdemeanor	13	8
Felony	8	1
Outside Agency Warrant Arrest	2	2
Traffic Enforcement		
Citations	409	425
Crash Investigations		
Minor Crashes	9	13
Major Crashes	0	2
Fatality Crashes	0	0
Calls for Service		
Alarms	26	32
Assist Other Agency	40	46
Disturbance	17	16
Other	123	106
Security Checks	320	281
Suspicious Activity/Persons	32	26

Significant Events

- August 1 – Officer was dispatched to the 4000 block of Meridiana Pkwy in reference to an assault. An arrest was made and a report was generated.
- August 3 – Officer conducted a traffic stop in the 4000 block of Meridiana Pkwy. The driver of the vehicle refused to identify himself and was arrested. A report was generated.
- August 5 – Officer conducted a traffic stop in the 8600 block of Iowa Colony Blvd. The driver of the vehicle had a suspended drivers license and was arrested. A report was generated.
- August 13 – Officer was dispatched to the 9900 block of Bezeled Cir regarding a disturbance. An arrest was made and a report was generated.



IOWA COLONY POLICE DEPARTMENT

Item 5.

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

-
- August 14 – Officer was dispatched to a reported reckless driver on SH 288. Officer located the vehicle and conducted a traffic stop. The driver of the vehicle was found to be intoxicated. An arrest was made and a report was generated.
 - August 16 – Officer was dispatched to the 9400 block of Amethyst Glen Dr regarding a disturbance. An arrest was made and a report was generated.
 - August 23 – Officer conducted a traffic stop in the 9400 block of Ruby Mist Dr. The driver of the vehicle was found to have an outstanding protective order that prohibited him from being in the area. An arrest was made and a report was generated.
 - August 26 – Officers were dispatched to the 9900 block of Hubble Dr in reference to a suspicious circumstance. Upon arrival it was found that an individual on scene had an outstanding arrest warrant. An arrest was made and a report was generated.
 - August 29 – Officers were dispatched to the area of Ames Blvd/Sterling Lakes Dr in reference to a hit and run crash. The driver of the vehicle that fled the scene was located, an arrest was made, and a report was generated.
 - August 30 - Officer was dispatched to the 9500 block of Emerald Lakes Dr regarding a disturbance. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 8/1/2023 to 8/31/2023

9/7/2023 8:

Item 6.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
372	2	7	2	2	385

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$23,487.54	\$21,901.74	\$17,772.20	\$982.53	\$1,201.69	\$65,345.70

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
96	0	53	49	94	292

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
9	0	9	18

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A Street SIGNAGE					
1	Meridiana Pkwy @ Pursley Dr	Take out school zone system		Done	8/1/2023
2	Meridiana Pkwy @ Pursley Dr	Add new Ai System for school zone		Done	8/1/2023
3	Iowa Colony Blvd @ Meridiana Pkwy	Order school zone sign	Order school zone sign with 20m.p.h	Done	8/1/2023
4	Meridiana Pkwy @ Iowa Colony Blvd	Take out school zone system		Done	8/1/2023
5	Meridiana Pkwy @ Iowa Colony Blvd	Add new Ai System for school zone		Done	8/1/2023
6	Iowa Colony Blvd @ Meridiana Pkwy	Take out school zone system		Done	8/1/2023
7	Iowa Colony Blvd @ Meridiana Pkwy	Add new Ai System for school zone		Done	8/1/2023
8	Meridiana Pkwy @ Iowa Colony Blvd	Take out school zone system		Done	8/1/2023
9	Meridiana Pkwy @ Iowa Colony Blvd	Add new Ai System for school zone		Done	8/1/2023
10	Iowa Colony Blvd @ Meridiana Pkwy	Take out school zone system		Done	8/1/2023
11	Iowa Colony Blvd @ Meridiana Pkwy	Add new Ai System for school zone		Done	8/1/2023
12	Iowa Colony Blvd @ Meridiana Pkwy	Fix lane split sign		Done	8/1/2023
13	Iowa Colony Blvd @ Meridiana Pkwy	School Zone Light inspection		Done	8/2/2023
14	Iowa Colony Blvd @ Meridiana Pkwy	School Zone Light inspection		Done	2-Aug
15	Iowa Colony Blvd @ Meridiana Pkwy	School Zone Light inspection		Done	2-Aug
16	Iowa Colony Blvd @ Meridiana Pkwy	School Zone Light inspection		Done	2-Aug
17	Meridiana Pkwy @ Iowa Colony Blvd	School Zone Light inspection		Done	2-Aug
18	Meridiana Pkwy @ Iowa Colony Blvd	School Zone Light inspection		Done	2-Aug
19	Meridiana Pkwy @ Iowa Colony Blvd	School Zone Light inspection		Done	2-Aug
20	Meridiana Pkwy @ Iowa Colony Blvd	School Zone Light inspection		Done	2-Aug
21	Meridiana Pkwy @ Pursley Dr	School Zone Light inspection		Done	2-Aug
22	Ames @ Meridiana Pkwy	School Zone Light inspection		Done	2-Aug
23	Ames @ Meridiana Pkwy	School Zone Light inspection		Done	2-Aug
24	Ames @ Sterling Lakes west dr	School Zone Light inspection		Done	2-Aug
25	Ames @ Sterling Lakes west dr	School Zone Light inspection		Done	2-Aug
26	Ames @ Sterling Lakes west dr	School Zone Light inspection		Done	2-Aug
27	Ames @ Sterling Lakes west dr	School Zone Light inspection		Done	2-Aug
28	Ames @ Sterling Lakes west dr	School Zone Light inspection		Done	2-Aug
29	Meridiana Pkwy @ Pursley Dr	School Zone solar Panel	rewire the panel	Done	2-Aug
30	Iowa Colony Blvd @ Meridiana Pkwy	Program new school zone light time		Done	2-Aug
31	Iowa Colony Blvd @ Meridiana Pkwy	Program new school zone light time		Done	2-Aug
32	Iowa Colony Blvd @ Meridiana Pkwy	Program new school zone light time		Done	2-Aug
33	Meridiana Pkwy @ Iowa Colony Blvd	Program new school zone light time		Done	2-Aug
34	Meridiana Pkwy @ Iowa Colony Blvd	Program new school zone light time		Done	2-Aug
35	Meridiana Pkwy @ Iowa Colony Blvd	Program new school zone light time		Done	2-Aug
36	Meridiana Pkwy @ Iowa Colony Blvd	Program new school zone light time		Done	2-Aug
37	Meridiana Pkwy @ Pursley Dr	Program new school zone light time		Done	2-Aug
38	Ames @ Meridiana Pkwy	Program new school zone light time		Done	2-Aug
39	Ames @ Meridiana Pkwy	Program new school zone light time		Done	2-Aug
40	Ames @ Sterling Lakes west dr	Program new school zone light time		Done	2-Aug
41	Ames @ Sterling Lakes west dr	Program new school zone light time		Done	2-Aug
42	Ames @ Sterling Lakes west dr	Program new school zone light time		Done	2-Aug
43	Ames @ Sterling Lakes west dr	Program new school zone light time		Done	2-Aug
44	Ames @ Sterling Lakes west dr	Program new school zone light time		Done	2-Aug
45	Meridiana Pkwy @ Pursley Dr	Program new school zone light time		Done	2-Aug
46	Pursley Blvd.@Meridiana Pkwy	Check School zone light		Done	7-Aug
47	Meridiana Pkwy @ Pursley Dr	School Zone Light inspection	the Battery weren't working	Done	7-Aug
48	Ruth Rd @ Cedar Rapids Pkwy	New Street sign		Done	9-Aug
49	Iowa Colony Blvd@ Davenport Pkwy	40 M.P.H	Remove 40 M.P.H speed sign	Done	9-Aug
50	Pursley Blvd @ Meridiana Pkwy	School Zone Light inspection	light wasn't working	Done	10-Aug
51	Iowa colony Blvd @ Davenport pkwy	School Zone Light inspection	light wasn't working	Done	10-Aug
52	Pursley Blvd @ Brister Rd	Street sign		Done	16-Aug
53	Iowa Colony Blvd @ Iowa Colony High School	School zone	Time change	Done	17-Aug
54	Davenport Pkwy @ Iowa Colony Blvd.	40 M.P.H	Remove sign	Done	21-Aug
55	Davenport Pkwy @ Iowa Colony Blvd.	School Zone Sign	Spin the sign around	Done	21-Aug
56	Discovery Dr @ Davenport Pkwy	30 M.P.H	Remove sign	Done	21-Aug
57	Davenport Pkwy @ Iowa Colony Blvd.	School Zone sign	Spin the sign around	Done	21-Aug
58	Pursley Blvd. @ Meridiana Pkwy	School Zone Light inspection	Light not working on new light	Done	24-Aug
59	Discovery Dr @ Davenport Pkwy	40 M.P.H	Remove 40 M.P.H speed sign	Done	8/29/2023
60	Discovery Dr @ Davenport Pkwy	40 M.P.H	Remove 40 M.P.H speed sign	Done	8/29/2023
61	Iowa Colony HS @ Davenport Pkwy	40 M.P.H	Remove 40 M.P.H speed sign	Done	8/29/2023
B. DEBRIS REMOVAL					
1					
2					
3					
4					
5					
6					
C. MOWING/TREE TRIMMING					
1	CR 79	Cut Back trees		Done	8/1/2023
2	CR 79	Mark ground for grade ditches		Done	8/1/2023
D. STREET REPAIRS					
1	Cedar Rapids Pkwy @ Iowa Colony Blvd .	As			8/1/2023
2	Cedar Rapids Pkwy @ Iowa Colony Blvd .	Final inspection on road work		Done	8/2/2023
3	Iowa Colony Blvd @ Meridiana Pkwy	remove barricade		Done	8/3/2023
4	Iowa Colony Blvd @ Meridiana Pkwy	remove barricade		Done	8/3/2023
5	Iowa Colony Blvd @ Meridiana Pkwy	add barricade		Done	8/3/2023
6	Iowa Colony Blvd @ Meridiana Pkwy	add barricade		Done	8/3/2023
7	Pursley Blvd @Davenport pkwy	Fill Potholes	Sent it in to the County	Done	8/7/2023
8	Pursley Blvd @Davenport pkwy	Fill Potholes	Sent it in to the County	Done	8/7/2023
9	Pursley Blvd @Dubque blvd.	Fill Potholes	Sent it in to the County	Done	8/7/2023
10	Pursley Blvd.@ Bister Rd	Fill Potholes	Sent it in to the County	Done	8/7/2023

11	4150 Cedar Rapids	Driveway	Slope issue	Done	8/16/2023
Ditch Drainage issue					
1	CR 79	Grade Ditch		Done	16-Aug
	CR 79	Grade Ditch		Done	17-Aug
	CR 79	Grade Ditch		Done	21-Aug
	CR 79	Grade Ditch		Done	22-Aug
	CR 79	Grade Ditch		Done	23-Aug
	CR 79	Grade Ditch		Done	24-Aug
	1002 Iowa Colony Blvd.	Set Culverts		Done	24-Aug
	CR 79	Grade Ditch		Done	28-Aug
	4735 CR 380	Culvert Reset		Done	31-Aug
Parks					
1	Parks	Water leak		Done	9/1/2023
2	Parks	Pick up trash		Done	8/5/2023
3	Parks	Irrigation system	Fix sprinkler head	Done	8/5/2023
4	Parks	Irrigation system	Fix sprinkler head	Done	8/5/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8-Aug
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Fill dirt holes		Done	8/8/2023
	Parks	Blowing dirt of the sidewalk		Done	8/8/2023
	Parks	Cut baseball feilds		Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Irrigation system	Fix sprinkler head	Done	8/8/2023
	Parks	Watering Grass		Done	8/16/2023
	Parks	Pick up trash		Done	8/17/2023
	Park	Sprinkler System		Done	8/17/2023
	Parks	Pick up trash		Done	8/18/2023
	Parks	turn off water sprinkler system		Done	8/28/2023
	Parks	grass mowing		Done	8/28/2023
Miscellaneous Works					
1	3518 Cassini Dr @ Hubble dr	Streetlight out	#707933	Done	8/14/2023
2	City Hall	Water Meter		Done	8/17/2023
3					

MEMORANDIUM

Date: September 18, 2023
 To: Mayor Wil Kennedy
 City Council Members
 From: Dinh V. Ho, P.E.
 RE: COIC Council Meeting – September 2023 Engineer’s Report
 cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates.
 - Traffic Updates:
 - i. New traffic pattern northbound at Iowa Colony Blvd. transition to feeder road scheduled for 9/29/2023. Expected to end late 2024.
 - ii. New traffic pattern southbound at Iowa Colony Blvd. transition to feeder road scheduled for 10/13/2023. Expected to end late 2024.
 - iii. New traffic pattern northbound and southbound at CR60 expected 9/23/23.
 - iv. **Major traffic changes at SH 288 and Orem in Houston. Reduction to 2 main lanes at this location. This will affect residents working in Houston area.**

2. ROADWAY IMPROVEMENTS
 - The City is currently reviewing roadways to be included in the interlocal agreement for 2024.

3. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Survey is completed.
 - ii. H&H is currently in analyze.
 - iii. Award of the grant is scheduled for September 2023.

4. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. Construction Documents plans are complete.
 - ii. Expected to Bid in October.
 - 2023 Ames Blvd Extension
 - i. Survey is expected to start at the end of September.
 - ii. Design to start in October.

5. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - MER Sec 55A –70% Utilities.
 - MER Sec 58B – 85% Utilities. 65% Paving Completed.
 - Detention Pond O & P – Hardscape – 70% Complete
 - C-Store Break Time – Meridiana Pkwy & Karsten Blvd – 25% Complete
 - Active construction projects
 - BCMUD 55 Water Plant Exp No. 1 – Waiting Closeout Document

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.
 - BC MUD 31 Water Well 1 and 2 Rework

C. SIERRA VISTA - LAND TEJAS

- Active construction projects
 - Meridiana Parkway Traffic Signal
 - Control box for Karsten Blvd and Meridiana Pkwy intersection to be relocated. – Waiting on Closeout documents.

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - BCMUD 53 Lift Station No. 2 – Awaiting closeout documents.
 - Sierra Vista West Ph II B Excavation and Grading – 95% Complete.
 - Davenport Pkwy Ph 1 – 100% Complete, awaiting punch list items.
 - BCMUD 53 Water Plant Expansion – 60% Complete.
 - Ames Blvd. Phase 2 – Utilities 90%. Paving 80% Complete.
 - SVW Civil Site – Amenity Center – Utilities 80%.

E. STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention Basin – 95% Complete.
 - Sterling Lakes North Sec 1 – 90% Utilities. Paving 45% Completed
 - Sterling Lakes North Sec 2 – 80% Utilities. Paving 75% Completed
 - Sterling Lakes North Sec 3 – 70% Utilities. Paving 80% Completed
 - Sterling Lakes North Sec 4 – 70% Utilities.
 - Sterling Lakes North Sec 5 – 65% Utilities.
 - Sterling Lakes North Lift Station – 80% Complete.
 - Sterling Lakes North Drive Water Line only – 90% Complete.
 - Sterling Lakes North Mass Grading Only – 85% Complete.
 - Cedar Rapids Parkway Phase II – 35% Utilities.
 - Karsten Blvd & Bullard Parkway – 30% Utilities. Paving 20% Completed

F. CALDWELL CROSSING

- Active construction projects
 - BCMUD 87 Clearing and Grubbing – 90% Complete.
 - BCMUD 87 Detention and Grading – 60% Complete.
 - BCMUD 87 Water Plant No. 1 – 55% Complete

G. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – Awaiting LS approval, awaiting power.
- Davenport/Discovery Drive: Waiting for closeout documents.
- Sierra Vista Plaza – 90% of utilities complete. Awaiting punchlist items.
- Riverstone Montessori – 2820 Mer Pkwy – 95% Complete.
- AISD JHS – 85% utilities.
- Future Explorers Academy – 90% Utilities. Paving 90% Complete.

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	2,185,795.58	
	10-1002	Retainer Account	0.00	
	10-1003	First State Bank - Manvel	154,921.93	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,283.33	
	10-1006	TexStar CD	3,873,747.73	
	10-1007	Veritex - CD 5471	100,100.18	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1009	Texas First Bank - TWDB	0.00	
	10-1012	Proj Fund Series 22 - Tx Class	0.00	
	10-1100	Accounts Receivable	0.00	
	10-1110	Due from IRS	0.00	
	10-1111	Sales Tax Receivable	88,294.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	35,005.00	
	10-1115	Property Tax Receivable - P & I	12,771.00	
	10-1302	Due from Retainer Fund	0.00	
	10-1303	Due from Project Fund Series 2022	(555,416.38)	
	10-4915	Investment Fair Value Adjustment	4,110.00	
	Total Assets		<u>6,066,613.33</u>	<u>6,066,613.33</u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	(193,928.93)	
	10-2001	Accounts Payable at Year End	(11,528.93)	
	10-2101	Due to Other Funds - CCPD	0.00	
	10-2200	Wages Payable	16,688.99	
	10-2201	Employee Dental Insurance	251.76	
	10-2202	Employee Vision Insurance	0.00	
	10-2203	Federal Tax Payable	5,015.00	
	10-2204	Social Security/Medicare Payable	0.00	
	10-2205	TMRS Payable	4,322.12	
	10-2206	Texas Workforce Commission Payable	(2,612.80)	
	10-2207	Health & Life Insurance Payable	(5,221.26)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2209	457(b) Payable	0.00	
	10-2300	State Fees	61,151.13	
	10-2301	Collections	171.90	
	10-2302	Bond Liability Account	0.00	
	10-2303	Refunds Payable	0.00	
	10-2304	Credit Card Fee	3,626.60	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2400	Road Damage Deposit	0.00	
	10-2405	Deferred Inflows-Prop taxes	47,629.00	
	10-2410	Bond 1 - Series 2020	0.00	
	10-2500	American Rescue Plan Fund	0.00	
	10-2501	Baseball Field Reserve	9,946.00	
	10-2502	Baymark Pipeline LLC	0.00	
	10-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	10-2504	Cherry Crushed Concrete	0.00	
	10-2505	DR Horton/MUD 87	0.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2507	Early Plat SVW Crystal V Dr-Ph3	0.00	
	10-2508	Early Plat SVW Sub Sec 4	0.00	
	10-2509	Formosa/Lav Pipeline-TRC	0.00	
	10-2510	M2E3/Enterprise Pipeline	0.00	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2513	Sierra Vista - Land Tejas	0.00	
	10-2514	Sierra Vista West - Land Tejas	0.00	
	10-2515	South Texas NGL Pipeline, LLC	0.00	
	10-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	10-2517	Sterling Lakes - Land Tejas	0.00	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2519	Earlt Platting Escrow Sec 12	0.00	
	10-2520	Early Plat Escrow - SVW Sec 6	0.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2524	Meritage Homes of Texas, LLC	0.00	
	10-2525	Corona Virus Relief Fund	0.00	
	10-2526	Public Safety Building Reserve	0.00	
	10-2527	Public Park Reserves	0.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	0.00	
	10-2531	Early Plat - Sierra VW Sec 9	0.00	
	10-2533	Police Training Fund	0.01	
	10-2534	Unearned Revenue (Merid Sec 58)	0.00	
	10-2535	Unearned Revenue (Merid Sec 57)	0.00	
	10-2540	Early Plat - Sierra VW Sec 10	0.00	
	10-2602	Due to Retainer Fund	0.00	
	10-2603	Due to Crime Prevention	(2,413.88)	
	10-2604	Due to CIP (Local)	0.00	
	10-2605	Due to State & Federal Grants	0.00	
	10-2606	Due to ARPA Fund	0.20	
	10-7001	Transfer to Vehicle Replacement	(147,000.00)	
	Total Liabilities		<u>1,530,771.36</u>	

Fund Balance

10-3000	Fund Balance	5,328,110.20
10-3001	Fund Balance Committed	0.00
10-3002	Fund Balance Assigned	275,000.00

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
		Total Fund Balance	<u>5,603,110.20</u>	
		Total Revenue	8,894,027.59	
		Total Expenses	<u>9,825,186.14</u>	
		Current Year Increase (Decrease)	(1,067,268.23)	
		Fund Balance Total	5,603,110.20	
		Current Year Increase (Decrease)	<u>(1,067,268.23)</u>	
		Total Fund Balance/Equity	<u>4,535,841.97</u>	
		Total Liabilities & Fund Balance		<u><u>6,066,613.33</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	0.00	
	11-1002	Retainer Account	508,854.89	
	11-1301	Due from General Fund	0.00	
	Total Assets		<u>508,854.89</u>	<u>508,854.89</u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,715.00	
	11-2200	Wages Payable	0.00	
	11-2400	Road Damage Deposit	340,370.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(13,011.37)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(45,393.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	208.00	
	11-2513	Sierra Vista - Land Tejas	1,748.10	
	11-2514	Sierra Vista West - Land Tejas	24,862.65	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	7,537.50	
	11-2536	Rally 288 West PUD	(7,292.03)	
	11-2537	Southern Star PUD	15,881.21	
	11-2538	PUD Hines Investments	(7,255.00)	
	11-2539	SVW Entertainment Dist PUD	3,827.11	
	11-2601	Due to General Fund	0.00	
	Total Liabilities		<u>369,418.90</u>	
Fund Balance				
	11-3000	Fund Balance	0.00	
	Total Fund Balance		<u>0.00</u>	

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	139,435.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	139,435.99	
		Total Fund Balance/Equity	139,435.99	
		Total Liabilities & Fund Balance		508,854.89

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(2,057,765.81)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1011	Proj Fund Series 2022 - Frost Investments	3,460,692.13	
	12-1012	Proj Fund Series 22 - Tx Class	5,013,186.74	
	12-1301	Due from General Fund	0.00	
	12-4915	Investment Fair Value Adjustment	38,631.00	
	12-4937	Interest Income - Investments	0.00	
	Total Assets		<u>8,062,828.22</u>	<u>8,062,828.22</u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	1,006,976.17	
	12-2200	Wages Payable	0.00	
	12-2411	Project Fund Series 22 - Unearned Revenue	0.00	
	12-2601	Due to General Fund	(555,416.38)	
	Total Liabilities		<u>451,559.79</u>	
Fund Balance				
	12-3000	Fund Balance	<u>12,795,812.86</u>	
	Total Fund Balance		<u>12,795,812.86</u>	
		Total Revenue	13,186.74	
		Total Expenses	<u>4,741,481.17</u>	
		Current Year Increase (Decrease)	(5,184,544.43)	
		Fund Balance Total	12,795,812.86	
		Current Year Increase (Decrease)	<u>(5,184,544.43)</u>	
		Total Fund Balance/Equity	<u>7,611,268.43</u>	
	Total Liabilities & Fund Balance			<u><u>8,062,828.22</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	425,067.95	
	20-1301	Due from General Fund	(2,413.88)	
	20-1302	Sales Tax Receivable Crime Prevention District	34,888.00	
	Total Assets		<u>457,542.07</u>	<u>457,542.07</u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	4,382.45	
	Total Liabilities		<u>4,382.45</u>	
Fund Balance				
	20-3000	Fund Balance	<u>368,319.15</u>	
	Total Fund Balance		<u>368,319.15</u>	
		Total Revenue	226,983.05	
		Total Expenses	<u>142,143.14</u>	
		Current Year Increase (Decrease)	84,840.47	
		Fund Balance Total	368,319.15	
		Current Year Increase (Decrease)	<u>84,840.47</u>	
		Total Fund Balance/Equity	<u>453,159.62</u>	
	Total Liabilities & Fund Balance			<u><u>457,542.07</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

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

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

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

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(912,469.09)	
	30-1114	Property Taxes Receivable	996.00	
	30-1115	Property Tax Receivable - P & I	234.00	
	Total Assets		<u>(911,239.09)</u>	<u>(911,239.09)</u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Liabilities				
	30-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	30-2405	Deferred Inflows-Prop taxes	1,230.00	
	Total Liabilities		<u>1,230.00</u>	
Fund Balance				
	30-3000	Fund Balance	73,898.00	
	Total Fund Balance		<u>73,898.00</u>	
		Total Revenue	0.00	
		Total Expenses	<u>986,367.09</u>	
		Current Year Increase (Decrease)	(986,367.09)	
		Fund Balance Total	73,898.00	
		Current Year Increase (Decrease)	<u>(986,367.09)</u>	
		Total Fund Balance/Equity	<u>(912,469.09)</u>	
	Total Liabilities & Fund Balance			<u><u>(911,239.09)</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(239,608.82)	
	35-1101	Grant / Funding Account	58,137.74	
	35-1301	Due from General Fund	0.00	
	Total Assets		<u>(181,471.08)</u>	
				<u><u>(181,471.08)</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Liabilities				
	35-2000	Due To Consolidated Cash / Accounts Payable	38,506.10	
	35-2411	TWDB Unearned Revenue	58,137.74	
	35-2526	Public Safety Building Reserve	0.00	
	35-2532	Road Works Fund	(228,115.04)	
	Total Liabilities		<u>(131,471.20)</u>	
Fund Balance				
	35-3000	Fund Balance	<u>(10,451.38)</u>	
	Total Fund Balance		<u>(10,451.38)</u>	
		Total Revenue	24,938.26	
		Total Expenses	<u>64,486.76</u>	
		Current Year Increase (Decrease)	(39,548.50)	
		Fund Balance Total	(10,451.38)	
		Current Year Increase (Decrease)	<u>(39,548.50)</u>	
		Total Fund Balance/Equity	<u>(49,999.88)</u>	
	Total Liabilities & Fund Balance			<u><u>(181,471.08)</u></u>

City of Iowa Colony
 Balance Sheet
 As of August 31, 2023

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Item 9.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	1,745.76	
	36-1301	Due from General Fund	0.00	
	Total Assets		<u>1,745.76</u>	
				<u><u>1,745.76</u></u>

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Item 9.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	36-2200	Wages Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	36-3000	Fund Balance	1,142.66	
	Total Fund Balance		<u>1,142.66</u>	
		Total Revenue	34,864.20	
		Total Expenses	<u>34,261.10</u>	
		Current Year Increase (Decrease)	603.10	
		Fund Balance Total	1,142.66	
		Current Year Increase (Decrease)	<u>603.10</u>	
		Total Fund Balance/Equity	<u>1,745.76</u>	
	Total Liabilities & Fund Balance			<u><u>1,745.76</u></u>

City of Iowa Colony
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 As of August 31, 2023

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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	10,341.77	
	Total Assets		10,341.77	
				10,341.77

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 Balance Sheet
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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Liabilities				
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	40-3000	Fund Balance	970.13	
	Total Fund Balance		<u>970.13</u>	
		Total Revenue	9,371.19	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	9,371.64	
		Fund Balance Total	970.13	
		Current Year Increase (Decrease)	<u>9,371.64</u>	
		Total Fund Balance/Equity	<u>10,341.77</u>	
	Total Liabilities & Fund Balance			<u><u>10,341.77</u></u>

City of Iowa Colony
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Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	20,683.55	
	Total Assets		20,683.55	
				20,683.55

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Item 9.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	41-3000	Fund Balance	<u>9,218.67</u>	
	Total Fund Balance		<u>9,218.67</u>	
		Total Revenue	11,464.52	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	11,464.88	
		Fund Balance Total	9,218.67	
		Current Year Increase (Decrease)	<u>11,464.88</u>	
		Total Fund Balance/Equity	<u>20,683.55</u>	
	Total Liabilities & Fund Balance			<u><u>20,683.55</u></u>

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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	
	45-1101	Grant / Funding Account	0.00	
	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 9.

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	45-2200	Wages Payable	0.00	
	45-2411	Coronavirus Unearned Revenue	900,751.00	
	Total Liabilities		<u>900,751.00</u>	
Fund Balance				
	45-3000	Fund Balance	0.19	
	Total Fund Balance		<u>0.19</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.01	
		Fund Balance Total	0.19	
		Current Year Increase (Decrease)	<u>0.01</u>	
		Total Fund Balance/Equity	<u>0.20</u>	
	Total Liabilities & Fund Balance			<u><u>900,751.20</u></u>

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Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	304,391.08	
	Total Assets		<u>304,391.08</u>	
				<u>304,391.08</u>

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Item 9.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		<u>0.00</u>	
Fund Balance				
	50-3000	Fund Balance	250,000.00	
	Total Fund Balance		<u>250,000.00</u>	
		Total Revenue	77,000.00	
		Total Expenses	<u>22,608.92</u>	
		Current Year Increase (Decrease)	54,391.08	
		Fund Balance Total	250,000.00	
		Current Year Increase (Decrease)	<u>54,391.08</u>	
		Total Fund Balance/Equity	<u>304,391.08</u>	
	Total Liabilities & Fund Balance			<u><u>304,391.08</u></u>

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Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	7,960,512.75	
	99-1210	Due From General Fund	(361,224.93)	
	99-1220	Due From Crime Prevention District Fund	4,437.45	
	99-1230	Due From Debt Service Fund	0.00	
	99-1235	Due From Capital Improvement Projects Fund	38,506.10	
	99-1240	Due From Court Technology fund	0.00	
	99-1241	Due From Court Security Fund	0.00	
	99-1245	Due From American Rescue Plan Act (ARPA) Fund	0.00	
	99-1250	Due From Vehicle Replacement Fund	0.00	
	99-2110	Due to General Fund	0.00	
	Total Assets		<u>7,642,231.37</u>	<u>7,642,231.37</u>

City of Iowa Colony
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Item 9.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	(318,281.38)	
	99-2110	Due To General Fund	12,516,012.00	
	99-2120	Due To Crime Prevention District Fund	0.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2135	Due To Capital Improvement Projects Fund	0.00	
	99-2140	Due To Court Technology fund	0.00	
	99-2141	Due To Court Security Fund	0.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2150	Due To Vehicle Replacement Fund	0.00	
	99-2200	Wages Payable	0.00	
	99-2999	Due To Other Funds	(5,617,199.25)	
	Total Liabilities		<u>7,642,231.37</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>7,642,231.37</u></u>

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Item 9.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	51,639.82	35,083.33	16,556.49	494,487.16	421,000.00	117.46%	(73,487.16)
Property Tax	1,884.53	402,141.67	(400,257.14)	4,886,614.10	4,825,700.00	101.26%	(60,914.10)
Miscellaneous	248,293.14	26,258.33	222,034.81	689,084.30	315,100.00	218.69%	(373,984.30)
Fines & Forfeitures	39,962.57	22,108.33	17,854.24	322,394.40	265,300.00	121.52%	(57,094.40)
License & Permits	318,284.86	199,708.31	118,576.55	2,135,176.51	2,396,500.00	89.10%	261,323.49
Business & Franchise	6,057.78	16,666.66	(10,608.88)	257,884.53	200,000.00	128.94%	(57,884.53)
Grant Income	0.00	0.00	0.00	108,386.59	0.00	0.00%	(108,386.59)
Revenue Totals	<u>666,122.70</u>	<u>701,966.63</u>	<u>(35,843.93)</u>	<u>8,894,027.59</u>	<u>8,423,600.00</u>	<u>105.58%</u>	<u>(470,427.59)</u>
Expense Summary							
Personnel Services	180,493.31	198,210.05	(17,716.74)	1,976,058.32	2,378,520.00	83.08%	402,461.68
Professional/Contract Services	175,962.26	134,327.77	41,634.49	1,888,943.18	1,610,600.00	117.28%	(278,343.18)
Materials & Supplies	28,873.49	30,772.23	(1,898.74)	322,037.66	370,600.00	86.90%	48,562.34
Services	57,049.42	209,916.64	(152,867.22)	2,565,806.21	2,519,000.00	101.86%	(46,806.21)
Capital Outlay	0.00	45,833.33	(45,833.33)	3,072,340.77	550,000.00	558.61%	(2,522,340.77)
Expense Totals	<u>442,378.48</u>	<u>619,060.02</u>	<u>(176,681.54)</u>	<u>9,825,186.14</u>	<u>7,428,720.00</u>	<u>132.26%</u>	<u>(2,396,466.14)</u>

City of Iowa Colony
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Item 9.

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	478.00	83.33	394.67	5,112.50	1,000.00	511.25%	(4,112.50)
10-4110 City Sales Tax	51,161.82	35,000.00	16,161.82	489,374.66	420,000.00	116.52%	(69,374.66)
Sales Tax Totals	<u>51,639.82</u>	<u>35,083.33</u>	<u>16,556.49</u>	<u>494,487.16</u>	<u>421,000.00</u>	<u>117.46%</u>	<u>(73,487.16)</u>
Property Tax							
10-4120 Property Tax	1,792.62	202,675.00	(200,882.38)	4,871,950.02	2,432,100.00	200.32%	(2,439,850.02)
10-4121 Delinquent Property Tax	91.91	1,666.67	(1,574.76)	10,432.09	20,000.00	52.16%	9,567.91
10-4130 Property Tax - TIF - 70%	0.00	123,508.33	(123,508.33)	4,231.99	1,482,100.00	0.29%	1,477,868.01
10-4135 Property Tax MUD 31 - 70%	0.00	74,291.67	(74,291.67)	0.00	891,500.00	0.00%	891,500.00
Property Tax Totals	<u>1,884.53</u>	<u>402,141.67</u>	<u>(400,257.14)</u>	<u>4,886,614.10</u>	<u>4,825,700.00</u>	<u>101.26%</u>	<u>(60,914.10)</u>
Miscellaneous							
10-4124 Accident Reports	15.00	0.00	15.00	255.00	0.00	0.00%	(255.00)
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	2,952.45	3,000.00	98.42%	47.55
10-4910 Interest Income	0.00	8.33	(8.33)	72,405.38	100.00	72405.38%	(72,305.38)
10-4911 Other Revenue	248,278.14	26,000.00	222,278.14	573,471.47	312,000.00	183.80%	(261,471.47)
10-4912 Donations/Sponsorships	0.00	0.00	0.00	40,000.00	0.00	0.00%	(40,000.00)
Miscellaneous Totals	<u>248,293.14</u>	<u>26,258.33</u>	<u>222,034.81</u>	<u>689,084.30</u>	<u>315,100.00</u>	<u>218.69%</u>	<u>(373,984.30)</u>
Fines & Forfeitures							
10-4125 Arrest Fee	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-4701 Citations/Warrants	17,772.20	20,833.33	(3,061.13)	202,348.90	250,000.00	80.94%	47,651.10
10-4703 Municipal Jury Funds	24.48	25.00	(0.52)	233.47	300.00	77.82%	66.53
10-4704 Local Truancy Prevention	1,223.18	500.00	723.18	11,673.96	6,000.00	194.57%	(5,673.96)
10-4705 Time Payment Reimbursement	135.00	0.00	135.00	645.00	0.00	0.00%	(645.00)
10-4709 Court Costs	<u>20,807.71</u>	<u>333.33</u>	<u>20,474.38</u>	<u>107,493.07</u>	<u>4,000.00</u>	<u>2687.33%</u>	<u>(103,493.07)</u>

City of Iowa Colony
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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							
Fines & Forfeitures Totals	39,962.57	22,108.33	17,854.24	322,394.40	265,300.00	121.52%	(57,094.40)
License & Permits							
10-4201 Building Construction Permits	179,731.55	133,333.33	46,398.22	1,007,791.40	1,600,000.00	62.99%	592,208.60
10-4202 Trade Fees	10,900.66	8,333.33	2,567.33	109,063.78	100,000.00	109.06%	(9,063.78)
10-4203 Reinspection Fees	1,625.00	2,500.00	(875.00)	10,925.00	30,000.00	36.42%	19,075.00
10-4204 Signs	300.00	125.00	175.00	950.00	1,500.00	63.33%	550.00
10-4205 Property Improvement Permits	666.48	416.67	249.81	2,057.23	5,000.00	41.14%	2,942.77
10-4206 Dirt Work Permits	0.00	83.33	(83.33)	1,250.00	1,000.00	125.00%	(250.00)
10-4207 Driveway Permits	0.00	125.00	(125.00)	150.00	1,500.00	10.00%	1,350.00
10-4210 Culvert Permit	0.00	41.67	(41.67)	300.00	500.00	60.00%	200.00
10-4211 Commercial Vehicle Permit	50.00	250.00	(200.00)	1,300.00	3,000.00	43.33%	1,700.00
10-4212 Park Use Permit	500.00	83.33	416.67	1,300.00	1,000.00	130.00%	(300.00)
10-4213 Mobile Food Unit Permit	250.00	83.33	166.67	3,650.00	1,000.00	365.00%	(2,650.00)
10-4301 Preliminary Plat Fees	9,930.00	4,166.67	5,763.33	77,860.00	50,000.00	155.72%	(27,860.00)
10-4302 Final Plat Fees	860.00	2,083.33	(1,223.33)	48,475.00	25,000.00	193.90%	(23,475.00)
10-4303 Abbreviated Plat Fees	0.00	2,083.33	(2,083.33)	15,495.00	25,000.00	61.98%	9,505.00
10-4305 Admin Fee - Early Plat Recording	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
10-4401 Infrastructure Plan Review Fee	28,896.42	8,333.33	20,563.09	249,466.78	100,000.00	249.47%	(149,466.78)
10-4403 Civil Site Plan Review Fee	84,574.75	29,166.67	55,408.08	601,042.32	350,000.00	171.73%	(251,042.32)
10-4501 Rezoning Fees	0.00	83.33	(83.33)	4,100.00	1,000.00	410.00%	(3,100.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
License & Permits Totals	318,284.86	199,708.31	118,576.55	2,135,176.51	2,396,500.00	89.10%	261,323.49
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	14,583.33	(14,583.33)	233,790.74	175,000.00	133.59%	(58,790.74)

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
10-4603 Telecommunication Fee - Sales	6,057.78	2,083.33	3,974.45	24,093.79	25,000.00	96.38%	906.21
Business & Franchise Totals	6,057.78	16,666.66	(10,608.88)	257,884.53	200,000.00	128.94%	(57,884.53)
Grant Income							
10-4803 State & Federal Grants	0.00	0.00	0.00	108,386.59	0.00	0.00%	(108,386.59)
Grant Income Totals	0.00	0.00	0.00	108,386.59	0.00	0.00%	(108,386.59)
Revenue Totals	666,122.70	701,966.63	(35,843.93)	8,894,027.59	8,423,600.00	105.58%	(470,427.59)

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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	3,979.49	6,500.01	(2,520.52)	51,000.92	78,000.00	65.39%	26,999.08
Personnel Services	41,173.49	32,371.68	8,801.81	369,727.51	388,460.00	95.18%	18,732.49
Professional/Contract Services	5,079.05	20,024.99	(14,945.94)	273,760.44	240,300.00	113.92%	(33,460.44)
Services	15,749.13	3,466.66	12,282.47	54,850.54	41,600.00	131.85%	(13,250.54)
Administration Totals	<u>65,981.16</u>	<u>62,363.34</u>	<u>3,617.82</u>	<u>749,339.41</u>	<u>748,360.00</u>	<u>100.13%</u>	<u>(979.41)</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	1,763.89	(1,763.89)	11,807.01	21,500.00	54.92%	9,692.99
Personnel Services	9,323.46	9,352.51	(29.05)	104,611.00	112,230.00	93.21%	7,619.00
Professional/Contract Services	594.13	277.78	316.35	5,442.03	3,000.00	181.40%	(2,442.03)
Finance Totals	<u>9,917.59</u>	<u>11,394.18</u>	<u>(1,476.59)</u>	<u>121,860.04</u>	<u>136,730.00</u>	<u>89.12%</u>	<u>14,869.96</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	12,099.46	5,175.00	6,924.46	79,470.89	62,100.00	127.97%	(17,370.89)
Personnel Services	92,360.59	115,001.68	(22,641.09)	1,063,094.54	1,380,020.00	77.03%	316,925.46
Professional/Contract Services	365.69	83.33	282.36	1,073.20	1,000.00	107.32%	(73.20)
Services	41,084.86	6,416.67	34,668.19	63,395.30	77,000.00	82.33%	13,604.70
Police Totals	<u>145,910.60</u>	<u>126,676.68</u>	<u>19,233.92</u>	<u>1,207,033.93</u>	<u>1,520,120.00</u>	<u>79.40%</u>	<u>313,086.07</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	819.22	416.67	402.55	5,867.85	5,000.00	117.36%	(867.85)

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Personnel Services	5,113.47	5,818.34	(704.87)	60,625.83	69,820.00	86.83%	9,194.17
Professional/Contract Services	0.00	358.33	(358.33)	4,007.93	4,300.00	93.21%	292.07
Services	71.81	749.99	(678.18)	1,813.75	9,000.00	20.15%	7,186.25
Animal Control Totals	<u>6,004.50</u>	<u>7,343.33</u>	<u>(1,338.83)</u>	<u>72,315.36</u>	<u>88,120.00</u>	<u>82.06%</u>	<u>15,804.64</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	250.00	(250.00)	895.44	3,000.00	29.85%	2,104.56
Professional/Contract Services	0.00	666.67	(666.67)	0.00	8,000.00	0.00%	8,000.00
Emergency Management Totals	<u>0.00</u>	<u>916.67</u>	<u>(916.67)</u>	<u>895.44</u>	<u>11,000.00</u>	<u>8.14%</u>	<u>10,104.56</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	143.90	1,066.67	(922.77)	8,843.58	12,800.00	69.09%	3,956.42
Personnel Services	11,022.70	11,879.18	(856.48)	124,784.02	142,550.00	87.54%	17,765.98
Professional/Contract Services	5,587.50	7,333.33	(1,745.83)	73,927.69	88,000.00	84.01%	14,072.31
Municipal Court Totals	<u>16,754.10</u>	<u>20,279.18</u>	<u>(3,525.08)</u>	<u>207,555.29</u>	<u>243,350.00</u>	<u>85.29%</u>	<u>35,794.71</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	664.41	6,124.98	(5,460.57)	67,941.19	73,500.00	92.44%	5,558.81
Personnel Services	6,858.30	7,815.82	(957.52)	82,354.26	93,790.00	87.81%	11,435.74
Professional/Contract Services	9,300.00	16,833.34	(7,533.34)	227,276.61	202,000.00	112.51%	(25,276.61)
Services	41.81	716.66	(674.85)	1,095.00	8,600.00	12.73%	7,505.00
Public Works Totals	<u>16,864.52</u>	<u>31,490.80</u>	<u>(14,626.28)</u>	<u>378,667.06</u>	<u>377,890.00</u>	<u>100.21%</u>	<u>(777.06)</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	10,745.70	7,000.00	3,745.70	61,612.52	85,000.00	72.49%	23,387.48
Professional/Contract Services	0.00	6,500.00	(6,500.00)	67,007.79	77,000.00	87.02%	9,992.21
Parks & Recreation Totals	<u>10,745.70</u>	<u>13,500.00</u>	<u>(2,754.30)</u>	<u>128,620.31</u>	<u>162,000.00</u>	<u>79.40%</u>	<u>33,379.69</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	1,416.67	(1,416.67)	25,650.14	17,000.00	150.88%	(8,650.14)
Personnel Services	4,917.66	5,478.34	(560.68)	56,692.19	65,740.00	86.24%	9,047.81
Professional/Contract Services	127,338.39	56,666.67	70,671.72	1,014,045.07	680,000.00	149.12%	(334,045.07)
Services	0.00	197,816.67	(197,816.67)	2,443,304.37	2,373,800.00	102.93%	(69,504.37)
Community Development Totals	<u>132,256.05</u>	<u>261,378.35</u>	<u>(129,122.30)</u>	<u>3,539,691.77</u>	<u>3,136,540.00</u>	<u>112.85%</u>	<u>(403,151.77)</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	421.31	1,058.34	(637.03)	8,948.12	12,700.00	70.46%	3,751.88
Personnel Services	9,723.64	10,492.50	(768.86)	114,168.97	125,910.00	90.68%	11,741.03
Professional/Contract Services	27,697.50	25,583.33	2,114.17	222,402.42	307,000.00	72.44%	84,597.58
Services	101.81	749.99	(648.18)	1,347.25	9,000.00	14.97%	7,652.75
Fire Marshal/Building Official Totals	<u>37,944.26</u>	<u>37,884.16</u>	<u>60.10</u>	<u>346,866.76</u>	<u>454,610.00</u>	<u>76.30%</u>	<u>107,743.24</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	45,833.33	(45,833.33)	3,072,340.77	550,000.00	558.61%	(2,522,340.77)

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Capital and Planning Projects Totals	0.00	45,833.33	(45,833.33)	3,072,340.77	550,000.00	558.61%	(2,522,340.77)
Expense Total	442,378.48	619,060.02	(176,681.54)	9,825,186.14	7,428,720.00	132.26%	(2,396,466.14)

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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	31,314.29	21,521.67	9,792.62	281,931.58	258,260.00	109.17%	(23,671.58)
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	2,417.90	1,646.67	771.23	20,343.67	19,760.00	102.95%	(583.67)
10-10-5107 TMRS	3,593.50	2,367.50	1,226.00	31,492.05	28,410.00	110.85%	(3,082.05)
10-10-5108 Health & Life Insurance	2,490.26	1,466.67	1,023.59	19,312.12	17,600.00	109.73%	(1,712.12)
10-10-5109 Worker's Comp	0.00	86.67	(86.67)	651.24	1,040.00	62.62%	388.76
10-10-5110 Texas Workforce Commission	0.00	15.00	(15.00)	26.99	180.00	14.99%	153.01
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	6,369.16	7,200.00	88.46%	830.84
10-10-5112 457(b) Reimbursement	800.00	875.00	(75.00)	9,200.00	10,500.00	87.62%	1,300.00
10-10-5114 Benefits Admin Fees	3.70	12.50	(8.80)	40.70	150.00	27.13%	109.30
10-10-5115 Longevity Pay	0.00	30.00	(30.00)	360.00	360.00	100.00%	0.00
10-10-5201 Legal Services	750.00	8,333.33	(7,583.33)	107,192.76	100,000.00	107.19%	(7,192.76)
10-10-5202 Audit Services	0.00	2,500.00	(2,500.00)	44,351.00	30,000.00	147.84%	(14,351.00)
10-10-5206 Professional Services	0.00	2,083.33	(2,083.33)	42,442.05	25,000.00	169.77%	(17,442.05)
10-10-5210 Election Expenses	0.00	666.67	(666.67)	4,517.64	8,000.00	56.47%	3,482.36
10-10-5211 Bank Fees	0.00	8.33	(8.33)	5.00	100.00	5.00%	95.00
10-10-5212 Credit Card Processing Fees	0.00	208.33	(208.33)	0.00	2,500.00	0.00%	2,500.00
10-10-5213 Legal Notices Expense	373.94	641.67	(267.73)	4,437.76	7,700.00	57.63%	3,262.24
10-10-5215 BCAD Fee	0.00	2,083.33	(2,083.33)	22,592.98	25,000.00	90.37%	2,407.02
10-10-5217 Professional Cleaning Services	600.00	916.67	(316.67)	7,050.00	11,000.00	64.09%	3,950.00
10-10-5221 Website Administration	0.00	583.33	(583.33)	2,756.25	7,000.00	39.38%	4,243.75
10-10-5223 Training & Travel	1,920.92	1,000.00	920.92	27,510.55	12,000.00	229.25%	(15,510.55)
10-10-5224 Dues & Subscriptions	0.00	291.67	(291.67)	2,265.29	3,500.00	64.72%	1,234.71
10-10-5225 Seminars & Meetings	834.19	333.33	500.86	8,039.16	4,000.00	200.98%	(4,039.16)
10-10-5227 Legislative Affairs	600.00	333.33	266.67	600.00	4,000.00	15.00%	3,400.00

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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	399.38	1,166.67	(767.29)	3,866.02	14,000.00	27.61%	10,133.98
10-10-5302 Janitorial Supplies	10.09	333.33	(323.24)	1,290.52	4,000.00	32.26%	2,709.48
10-10-5309 Uniforms	449.98	166.67	283.31	1,862.48	2,000.00	93.12%	137.52
10-10-5310 Postage	0.00	83.33	(83.33)	453.78	1,000.00	45.38%	546.22
10-10-5311 Building Repairs &	638.49	1,666.67	(1,028.18)	10,382.67	20,000.00	51.91%	9,617.33
10-10-5312 Recognition,	187.49	166.67	20.82	2,871.77	2,000.00	143.59%	(871.77)
10-10-5314 Computer & Technology	225.00	833.33	(608.33)	7,485.80	10,000.00	74.86%	2,514.20
10-10-5315 Computer Software/License	889.48	1,250.00	(360.52)	18,213.80	15,000.00	121.43%	(3,213.80)
10-10-5317 Equipment & Other Rentals	329.58	541.67	(212.09)	3,398.80	6,500.00	52.29%	3,101.20
10-10-5329 Mayor's Special Expense	850.00	125.00	725.00	850.00	1,500.00	56.67%	650.00
10-10-5330 Miscellaneous	0.00	166.67	(166.67)	325.28	2,000.00	16.26%	1,674.72
10-10-5401 Utilities - Electricity	2,152.39	583.33	1,569.06	10,509.85	7,000.00	150.14%	(3,509.85)
10-10-5403 Utilities - Telephone	1,074.12	1,333.33	(259.21)	11,784.66	16,000.00	73.65%	4,215.34
10-10-5404 Mobile Technology Expense	83.62	50.00	33.62	627.24	600.00	104.54%	(27.24)
10-10-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	6,982.79	8,000.00	87.28%	1,017.21
10-10-5406 Insurance - Windstorm	12,439.00	833.33	11,605.67	24,878.00	10,000.00	248.78%	(14,878.00)
10-10-5407 Insurance - Vehicles	0.00	0.00	0.00	68.00	0.00	0.00%	(68.00)
Administration Totals	65,981.16	62,363.34	3,617.82	749,339.41	748,360.00	100.13%	(979.41)

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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	6,696.60	7,219.17	(522.57)	75,454.80	86,630.00	87.10%	11,175.20
10-15-5106 Social Security/Medicare	501.06	552.50	(51.44)	5,526.14	6,630.00	83.35%	1,103.86
10-15-5107 TMRS	756.94	794.17	(37.23)	8,081.38	9,530.00	84.80%	1,448.62
10-15-5108 Health & Life Insurance	1,180.54	733.33	447.21	13,554.02	8,800.00	154.02%	(4,754.02)
10-15-5109 Worker's Comp	0.00	29.17	(29.17)	348.00	350.00	99.43%	2.00
10-15-5110 Texas Workforce Commission	0.00	7.50	(7.50)	9.00	90.00	10.00%	81.00
10-15-5114 Benefits Admin Fees	3.70	6.67	(2.97)	40.70	80.00	50.88%	39.30
10-15-5115 Longevity Pay	0.00	10.00	(10.00)	120.00	120.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	184.62	0.00	184.62	1,476.96	0.00	0.00%	(1,476.96)
10-15-5223 Training & Travel	494.13	236.11	258.02	5,242.03	2,500.00	209.68%	(2,742.03)
10-15-5224 Dues & Subscriptions	100.00	41.67	58.33	200.00	500.00	40.00%	300.00
10-15-5301 Office Supplies	0.00	166.67	(166.67)	1,085.65	2,000.00	54.28%	914.35
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	0.00	83.33	(83.33)	399.86	1,000.00	39.99%	600.14
10-15-5314 Computer & Technology	0.00	155.56	(155.56)	259.00	2,200.00	11.77%	1,941.00
10-15-5315 Computer Software/License	0.00	1,333.33	(1,333.33)	10,062.50	16,000.00	62.89%	5,937.50
Finance Totals	<u>9,917.59</u>	<u>11,394.18</u>	<u>(1,476.59)</u>	<u>121,860.04</u>	<u>136,730.00</u>	<u>89.12%</u>	<u>14,869.96</u>

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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	63,128.25	80,724.17	(17,595.92)	734,646.35	968,690.00	75.84%	234,043.65
10-20-5104 Salaries - Overtime	4,488.95	2,514.17	1,974.78	33,028.03	30,170.00	109.47%	(2,858.03)
10-20-5106 Social Security/Medicare	5,148.91	6,175.83	(1,026.92)	58,717.74	74,110.00	79.23%	15,392.26
10-20-5107 TMRS	7,694.26	8,880.00	(1,185.74)	83,234.14	106,560.00	78.11%	23,325.86
10-20-5108 Health & Life Insurance	9,550.92	10,266.67	(715.75)	100,616.56	123,200.00	81.67%	22,583.44
10-20-5109 Worker's Comp	0.00	4,216.67	(4,216.67)	29,474.50	50,600.00	58.25%	21,125.50
10-20-5110 Texas Workforce Commission	0.00	105.00	(105.00)	134.92	1,260.00	10.71%	1,125.08
10-20-5114 Benefits Admin Fees	18.50	84.17	(65.67)	218.30	1,010.00	21.61%	791.70
10-20-5115 Longevity Pay	0.00	85.00	(85.00)	1,020.00	1,020.00	100.00%	0.00
10-20-5117 Certificate Pay	2,330.80	1,950.00	380.80	22,004.00	23,400.00	94.03%	1,396.00
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	365.69	83.33	282.36	1,073.20	1,000.00	107.32%	(73.20)
10-20-5301 Office Supplies	318.00	250.00	68.00	1,185.05	3,000.00	39.50%	1,814.95
10-20-5309 Uniforms	1,423.53	666.67	756.86	9,028.05	8,000.00	112.85%	(1,028.05)
10-20-5310 Postage	0.00	8.33	(8.33)	350.25	100.00	350.25%	(250.25)
10-20-5311 Building Repairs &	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-20-5313 Fuel Expense	3,969.88	3,333.33	636.55	36,326.08	40,000.00	90.82%	3,673.92
10-20-5319 Vehicle Repairs & Maintenance	6,388.05	833.33	5,554.72	32,096.59	10,000.00	320.97%	(22,096.59)
10-20-5330 Miscellaneous	0.00	41.67	(41.67)	484.87	500.00	96.97%	15.13
10-20-5404 Mobile Technology Expense	520.86	500.00	20.86	5,373.30	6,000.00	89.56%	626.70
10-20-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	7,650.00	8,000.00	95.63%	350.00
10-20-5407 Insurance - Vehicles	0.00	583.33	(583.33)	9,808.00	7,000.00	140.11%	(2,808.00)
10-20-5410 Vehicle Replacement Fund	40,564.00	4,666.67	35,897.33	40,564.00	56,000.00	72.44%	15,436.00
Police Totals	<u>145,910.60</u>	<u>126,676.68</u>	<u>19,233.92</u>	<u>1,207,033.93</u>	<u>1,520,120.00</u>	<u>79.40%</u>	<u>313,086.07</u>

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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	3,648.00	3,934.17	(286.17)	41,405.25	47,210.00	87.70%	5,804.75
10-21-5104 Salaries - Overtime	51.30	145.00	(93.70)	1,667.74	1,740.00	95.85%	72.26
10-21-5106 Social Security/Medicare	276.02	301.67	(25.65)	3,227.46	3,620.00	89.16%	392.54
10-21-5107 TMRS	406.92	433.33	(26.41)	4,529.56	5,200.00	87.11%	670.44
10-21-5108 Health & Life Insurance	727.53	733.33	(5.80)	7,831.12	8,800.00	88.99%	968.88
10-21-5109 Worker's Comp	0.00	246.67	(246.67)	1,795.00	2,960.00	60.64%	1,165.00
10-21-5110 Texas Workforce Commission	0.00	7.50	(7.50)	9.00	90.00	10.00%	81.00
10-21-5114 Benefits Admin Fees	3.70	6.67	(2.97)	40.70	80.00	50.88%	39.30
10-21-5115 Longevity Pay	0.00	10.00	(10.00)	120.00	120.00	100.00%	0.00
10-21-5223 Training & Travel	0.00	208.33	(208.33)	2,495.24	2,500.00	99.81%	4.76
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	300.00	300.00	100.00%	0.00
10-21-5229 Contractual Services	0.00	125.00	(125.00)	1,212.69	1,500.00	80.85%	287.31
10-21-5301 Office Supplies	0.00	25.00	(25.00)	213.85	300.00	71.28%	86.15
10-21-5309 Uniforms	0.00	41.67	(41.67)	434.01	500.00	86.80%	65.99
10-21-5310 Postage	0.00	16.67	(16.67)	47.90	200.00	23.95%	152.10
10-21-5313 Fuel Expense	294.22	208.33	85.89	3,286.62	2,500.00	131.46%	(786.62)
10-21-5319 Vehicle Repairs & Maintenance	525.00	83.33	441.67	1,382.76	1,000.00	138.28%	(382.76)
10-21-5328 Small Tools & Minor	0.00	41.67	(41.67)	502.71	500.00	100.54%	(2.71)
10-21-5404 Mobile Technology Expense	71.81	83.33	(11.52)	1,176.75	1,000.00	117.68%	(176.75)
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	637.00	1,000.00	63.70%	363.00
10-21-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Animal Control Totals	6,004.50	7,343.33	(1,338.83)	72,315.36	88,120.00	82.06%	15,804.64

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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)	0.00	2,000.00	0.00%	2,000.00
10-22-5223 Training & Travel	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	0.00	83.33	(83.33)	895.44	1,000.00	89.54%	104.56
Emergency Management Totals	0.00	916.67	(916.67)	895.44	11,000.00	8.14%	10,104.56

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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	7,954.10	8,444.17	(490.07)	89,678.60	101,330.00	88.50%	11,651.40
10-25-5104 Salaries - Overtime	0.00	115.83	(115.83)	801.15	1,390.00	57.64%	588.85
10-25-5106 Social Security/Medicare	608.78	646.67	(37.89)	6,933.78	7,760.00	89.35%	826.22
10-25-5107 TMRS	894.24	929.17	(34.93)	9,700.33	11,150.00	87.00%	1,449.67
10-25-5108 Health & Life Insurance	1,382.80	1,466.67	(83.87)	15,109.58	17,600.00	85.85%	2,490.42
10-25-5109 Worker's Comp	0.00	34.17	(34.17)	412.00	410.00	100.49%	(2.00)
10-25-5110 Texas Workforce Commission	0.00	15.00	(15.00)	17.99	180.00	9.99%	162.01
10-25-5114 Benefits Admin Fees	7.40	12.50	(5.10)	81.40	150.00	54.27%	68.60
10-25-5115 Longevity Pay	0.00	15.00	(15.00)	180.00	180.00	100.00%	0.00
10-25-5117 Certificate Pay	175.38	200.00	(24.62)	1,869.19	2,400.00	77.88%	530.81
10-25-5203 Attorney/Prosecutor Fees	5,212.50	5,000.00	212.50	49,825.00	60,000.00	83.04%	10,175.00
10-25-5209 Judge Fees	375.00	2,083.33	(1,708.33)	22,825.34	25,000.00	91.30%	2,174.66
10-25-5220 Interpreter Services	0.00	125.00	(125.00)	642.35	1,500.00	42.82%	857.65
10-25-5223 Training & Travel	0.00	125.00	(125.00)	635.00	1,500.00	42.33%	865.00
10-25-5301 Office Supplies	143.90	291.67	(147.77)	2,036.33	3,500.00	58.18%	1,463.67
10-25-5308 Jury Trial Expense	0.00	145.83	(145.83)	1,144.00	1,750.00	65.37%	606.00
10-25-5309 Uniforms	0.00	66.67	(66.67)	274.47	800.00	34.31%	525.53
10-25-5310 Postage	0.00	62.50	(62.50)	663.78	750.00	88.50%	86.22
10-25-5315 Computer Software/License	0.00	500.00	(500.00)	4,725.00	6,000.00	78.75%	1,275.00
Municipal Court Totals	16,754.10	20,279.18	(3,525.08)	207,555.29	243,350.00	85.29%	35,794.71

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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	4,971.20	5,360.83	(389.63)	56,409.08	64,330.00	87.69%	7,920.92
10-30-5104 Salaries - Overtime	256.33	295.83	(39.50)	4,599.67	3,550.00	129.57%	(1,049.67)
10-30-5106 Social Security/Medicare	394.61	410.83	(16.22)	4,618.07	4,930.00	93.67%	311.93
10-30-5107 TMRS	575.03	590.00	(14.97)	6,404.01	7,080.00	90.45%	675.99
10-30-5108 Health & Life Insurance	661.13	733.33	(72.20)	7,272.44	8,800.00	82.64%	1,527.56
10-30-5109 Worker's Comp	0.00	400.83	(400.83)	2,922.00	4,810.00	60.75%	1,888.00
10-30-5110 Texas Workforce Commission	0.00	7.50	(7.50)	8.99	90.00	9.99%	81.01
10-30-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-30-5115 Longevity Pay	0.00	10.00	(10.00)	120.00	120.00	100.00%	0.00
10-30-5219 Roads, Bridges & Drainage	0.00	10,416.67	(10,416.67)	142,518.80	125,000.00	114.02%	(17,518.80)
10-30-5223 Training & Travel	0.00	166.67	(166.67)	1,657.81	2,000.00	82.89%	342.19
10-30-5229 Contractual Services	9,300.00	6,250.00	3,050.00	83,100.00	75,000.00	110.80%	(8,100.00)
10-30-5301 Office Supplies	0.00	333.33	(333.33)	3,062.71	4,000.00	76.57%	937.29
10-30-5309 Uniforms	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-30-5313 Fuel Expense	255.65	333.33	(77.68)	2,451.27	4,000.00	61.28%	1,548.73
10-30-5317 Equipment & Other Rentals	0.00	1,000.00	(1,000.00)	26,304.98	12,000.00	219.21%	(14,304.98)
10-30-5319 Vehicle Repairs & Maintenance	9.25	208.33	(199.08)	304.59	2,500.00	12.18%	2,195.41
10-30-5321 Public Works Maintenance	0.00	2,083.33	(2,083.33)	17,888.50	25,000.00	71.55%	7,111.50
10-30-5322 Special Road Work	0.00	833.33	(833.33)	8,000.00	10,000.00	80.00%	2,000.00
10-30-5328 Small Tools & Minor	0.00	416.67	(416.67)	632.16	5,000.00	12.64%	4,367.84
10-30-5331 Signs & Postings	399.51	833.33	(433.82)	9,296.98	10,000.00	92.97%	703.02
10-30-5404 Mobile Technology Expense	41.81	50.00	(8.19)	460.00	600.00	76.67%	140.00
10-30-5407 Insurance - Vehicles	0.00	83.33	(83.33)	635.00	1,000.00	63.50%	365.00
10-30-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Public Works Totals	16,864.52	31,490.80	(14,626.28)	378,667.06	377,890.00	100.21%	(777.06)

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Item 9.

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	0.00	6,500.00	(6,500.00)	67,007.79	77,000.00	87.02%	9,992.21
10-32-5301 Office Supplies	0.00	166.67	(166.67)	3,877.44	2,000.00	193.87%	(1,877.44)
10-32-5309 Uniforms	0.00	83.33	(83.33)	66.61	1,000.00	6.66%	933.39
10-32-5317 Equipment & Other Rentals	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
10-32-5324 Park Maintenance	10,745.70	6,166.67	4,579.03	57,275.47	75,000.00	76.37%	17,724.53
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	393.00	1,000.00	39.30%	607.00
Parks & Recreation Totals	10,745.70	13,500.00	(2,754.30)	128,620.31	162,000.00	79.40%	33,379.69

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Item 9.

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	3,560.00	3,836.67	(276.67)	40,753.41	46,040.00	88.52%	5,286.59
10-35-5104 Salaries - Overtime	0.00	141.67	(141.67)	472.71	1,700.00	27.81%	1,227.29
10-35-5106 Social Security/Medicare	267.04	294.17	(27.13)	3,113.82	3,530.00	88.21%	416.18
10-35-5107 TMRS	391.60	422.50	(30.90)	4,343.81	5,070.00	85.68%	726.19
10-35-5108 Health & Life Insurance	695.32	733.33	(38.01)	7,526.73	8,800.00	85.53%	1,273.27
10-35-5109 Worker's Comp	0.00	15.83	(15.83)	192.00	190.00	101.05%	(2.00)
10-35-5110 Texas Workforce Commission	0.00	7.50	(7.50)	9.01	90.00	10.01%	80.99
10-35-5114 Benefits Admin Fees	3.70	6.67	(2.97)	40.70	80.00	50.88%	39.30
10-35-5115 Longevity Pay	0.00	20.00	(20.00)	240.00	240.00	100.00%	0.00
10-35-5206 Professional Services	15,240.98	4,166.67	11,074.31	16,477.74	50,000.00	32.96%	33,522.26
10-35-5208 Engineering Services	6,869.85	6,250.00	619.85	177,120.54	75,000.00	236.16%	(102,120.54)
10-35-5232 Early Plat - Admin Fee	0.00	6,666.67	(6,666.67)	0.00	80,000.00	0.00%	80,000.00
10-35-5233 Eng Svc: Permits/Inspections	84,802.28	25,000.00	59,802.28	511,240.65	300,000.00	170.41%	(211,240.65)
10-35-5234 Eng Svc: Plan Review	11,793.28	8,333.33	3,459.95	192,822.14	100,000.00	192.82%	(92,822.14)
10-35-5235 Eng Svc: Platting	8,632.00	6,250.00	2,382.00	116,384.00	75,000.00	155.18%	(41,384.00)
10-35-5301 Office Supplies	0.00	125.00	(125.00)	650.14	1,500.00	43.34%	849.86
10-35-5309 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-35-5315 Computer Software/License	0.00	1,250.00	(1,250.00)	25,000.00	15,000.00	166.67%	(10,000.00)
10-35-5411 TIF Fund/MUD 31 Payable	0.00	197,816.67	(197,816.67)	2,443,304.37	2,373,800.00	102.93%	(69,504.37)
Community Development Totals	132,256.05	261,378.35	(129,122.30)	3,539,691.77	3,136,540.00	112.85%	(403,151.77)

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Item 9.

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	7,307.20	7,876.67	(569.47)	83,764.00	94,520.00	88.62%	10,756.00
10-36-5106 Social Security/Medicare	526.50	603.33	(76.83)	6,059.60	7,240.00	83.70%	1,180.40
10-36-5107 TMRS	803.80	866.67	(62.87)	8,791.84	10,400.00	84.54%	1,608.16
10-36-5108 Health & Life Insurance	1,086.14	733.33	352.81	11,947.54	8,800.00	135.77%	(3,147.54)
10-36-5109 Worker's Comp	0.00	388.33	(388.33)	3,477.00	4,660.00	74.61%	1,183.00
10-36-5110 Texas Workforce Commission	0.00	7.50	(7.50)	8.99	90.00	9.99%	81.01
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)	120.00	120.00	100.00%	0.00
10-36-5207 Building Inspector	27,697.50	25,000.00	2,697.50	216,490.00	300,000.00	72.16%	83,510.00
10-36-5223 Training & Travel	0.00	333.33	(333.33)	3,890.61	4,000.00	97.27%	109.39
10-36-5224 Dues & Subscriptions	0.00	250.00	(250.00)	2,021.81	3,000.00	67.39%	978.19
10-36-5301 Office Supplies	0.00	125.00	(125.00)	522.66	1,500.00	34.84%	977.34
10-36-5303 Public Education & Training	0.00	166.67	(166.67)	1,097.50	2,000.00	54.88%	902.50
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-36-5309 Uniforms	0.00	125.00	(125.00)	932.86	1,500.00	62.19%	567.14
10-36-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-36-5313 Fuel Expense	421.31	250.00	171.31	3,168.81	3,000.00	105.63%	(168.81)
10-36-5319 Vehicle Repairs & Maintenance	0.00	125.00	(125.00)	1,558.29	1,500.00	103.89%	(58.29)
10-36-5328 Small Tools & Minor	0.00	166.67	(166.67)	1,668.00	2,000.00	83.40%	332.00
10-36-5404 Mobile Technology Expense	101.81	83.33	18.48	820.00	1,000.00	82.00%	180.00
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	527.25	1,000.00	52.73%	472.75
10-36-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Fire Marshal/Building Official Totals	37,944.26	37,884.16	60.10	346,866.76	454,610.00	76.30%	107,743.24

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Item 9.

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	12,500.00	(12,500.00)	17,000.00	150,000.00	11.33%	133,000.00
10-90-5620 Building Purchase,	0.00	0.00	0.00	3,028,828.37	0.00	0.00%	(3,028,828.37)
10-90-5620 Building Purchase,	0.00	12,500.00	(12,500.00)	26,512.40	150,000.00	17.67%	123,487.60
10-90-5630 Furniture & Equipment	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
Capital and Planning Projects Totals	0.00	45,833.33	(45,833.33)	3,072,340.77	550,000.00	558.61%	(2,522,340.77)
Expense Totals	442,378.48	619,060.02	(176,681.54)	9,825,186.14	7,428,720.00	132.26%	(2,396,466.14)

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Item 9.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	13,186.74	0.00	0.00%	(13,186.74)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,186.74</u>	<u>0.00</u>	<u>0.00%</u>	<u>(13,186.74)</u>
Expense Summary							
Professional/Contract Services	41,761.56	0.00	41,761.56	4,592,757.30	0.00	0.00%	(4,592,757.30)
Materials & Supplies	113,543.34	0.00	113,543.34	138,026.19	0.00	0.00%	(138,026.19)
Capital Outlay	5,348.84	0.00	5,348.84	10,697.68	0.00	0.00%	(10,697.68)
Expense Totals	<u>160,653.74</u>	<u>0.00</u>	<u>160,653.74</u>	<u>4,741,481.17</u>	<u>0.00</u>	<u>0.00%</u>	<u>(4,741,481.17)</u>

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Item 9.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	0.00	0.00	0.00	13,186.74	0.00	0.00%	(13,186.74)
Miscellaneous Totals	0.00	0.00	0.00	13,186.74	0.00	0.00%	(13,186.74)
Revenue Totals	0.00	0.00	0.00	13,186.74	0.00	0.00%	(13,186.74)

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Item 9.

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	5,348.84	0.00	5,348.84	10,697.68	0.00	0.00%	(10,697.68)
Materials & Supplies	113,543.34	0.00	113,543.34	138,026.19	0.00	0.00%	(138,026.19)
Professional/Contract Services	41,761.56	0.00	41,761.56	4,592,757.30	0.00	0.00%	(4,592,757.30)
Administration Totals	<u>160,653.74</u>	<u>0.00</u>	<u>160,653.74</u>	<u>4,741,481.17</u>	<u>0.00</u>	<u>0.00%</u>	<u>(4,741,481.17)</u>
Expense Total	<u>160,653.74</u>	<u>0.00</u>	<u>160,653.74</u>	<u>4,741,481.17</u>	<u>0.00</u>	<u>0.00%</u>	<u>(4,741,481.17)</u>

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Item 9.

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	35,169.67	0.00	35,169.67	654,736.97	0.00	0.00%	(654,736.97)
12-10-5208 Engineering Services	1,707.89	0.00	1,707.89	8,984.97	0.00	0.00%	(8,984.97)
12-10-5229 Contractual Services	4,884.00	0.00	4,884.00	3,929,035.36	0.00	0.00%	(3,929,035.36)
12-10-5314 Computer & Technology	113,543.34	0.00	113,543.34	138,026.19	0.00	0.00%	(138,026.19)
12-10-5630 Furniture & Equipment	5,348.84	0.00	5,348.84	10,697.68	0.00	0.00%	(10,697.68)
Administration Totals	<u>160,653.74</u>	<u>0.00</u>	<u>160,653.74</u>	<u>4,741,481.17</u>	<u>0.00</u>	<u>0.00%</u>	<u>(4,741,481.17)</u>
Expense Totals	<u><u>160,653.74</u></u>	<u><u>0.00</u></u>	<u><u>160,653.74</u></u>	<u><u>4,741,481.17</u></u>	<u><u>0.00</u></u>	<u><u>0.00%</u></u>	<u><u>(4,741,481.17)</u></u>

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Item 9.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	20,257.10	0.00	20,257.10	226,983.05	0.00	0.00%	(226,983.05)
Revenue Totals	<u>20,257.10</u>	<u>0.00</u>	<u>20,257.10</u>	<u>226,983.05</u>	<u>0.00</u>	<u>0.00%</u>	<u>(226,983.05)</u>
Expense Summary							
Personnel Services	0.00	1,416.67	(1,416.67)	2,413.89	17,000.00	14.20%	14,586.11
Professional/Contract Services	1,478.82	3,466.66	(1,987.84)	24,609.62	41,600.00	59.16%	16,990.38
Materials & Supplies	9,417.45	6,366.65	3,050.80	45,894.61	76,400.00	60.07%	30,505.39
Capital Outlay	2,148.50	27,083.33	(24,934.83)	69,225.02	325,000.00	21.30%	255,774.98
Expense Totals	<u>13,044.77</u>	<u>38,333.31</u>	<u>(25,288.54)</u>	<u>142,143.14</u>	<u>460,000.00</u>	<u>30.90%</u>	<u>317,856.86</u>

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Item 9.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	20,257.10	0.00	20,257.10	226,983.05	0.00	0.00%	(226,983.05)
Sales Tax Totals	20,257.10	0.00	20,257.10	226,983.05	0.00	0.00%	(226,983.05)
Revenue Totals	20,257.10	0.00	20,257.10	226,983.05	0.00	0.00%	(226,983.05)

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Item 9.

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	2,148.50	27,083.33	(24,934.83)	69,225.02	325,000.00	21.30%	255,774.98
Materials & Supplies	9,417.45	6,366.65	3,050.80	45,894.61	76,400.00	60.07%	30,505.39
Personnel Services	0.00	1,416.67	(1,416.67)	2,413.89	17,000.00	14.20%	14,586.11
Professional/Contract Services	1,478.82	3,466.66	(1,987.84)	24,609.62	41,600.00	59.16%	16,990.38
Police Totals	<u>13,044.77</u>	<u>38,333.31</u>	<u>(25,288.54)</u>	<u>142,143.14</u>	<u>460,000.00</u>	<u>30.90%</u>	<u>317,856.86</u>
Expense Total	<u>13,044.77</u>	<u>38,333.31</u>	<u>(25,288.54)</u>	<u>142,143.14</u>	<u>460,000.00</u>	<u>30.90%</u>	<u>317,856.86</u>

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Item 9.

20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5104 Salaries - Overtime	0.00	1,416.67	(1,416.67)	2,413.89	17,000.00	14.20%	14,586.11
20-20-5206 Professional Services	38.82	833.33	(794.51)	6,811.37	10,000.00	68.11%	3,188.63
20-20-5214 Advertising/Printing Expense	0.00	625.00	(625.00)	300.06	7,500.00	4.00%	7,199.94
20-20-5222 Investigations	0.00	333.33	(333.33)	858.41	4,000.00	21.46%	3,141.59
20-20-5223 Training & Travel	1,440.00	1,250.00	190.00	11,599.78	15,000.00	77.33%	3,400.22
20-20-5230 Radio Service	0.00	425.00	(425.00)	5,040.00	5,100.00	98.82%	60.00
20-20-5301 Office Supplies	378.65	208.33	170.32	1,303.42	2,500.00	52.14%	1,196.58
20-20-5303 Public Education & Training	0.00	333.33	(333.33)	1,148.21	4,000.00	28.71%	2,851.79
20-20-5307 Investigation Supplies	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5314 Computer & Technology	212.50	2,083.33	(1,870.83)	15,977.11	25,000.00	63.91%	9,022.89
20-20-5315 Computer Software/License	7,500.74	1,333.33	6,167.41	12,757.34	16,000.00	79.73%	3,242.66
20-20-5316 Equipment Repair/Parts	0.00	416.67	(416.67)	2,721.94	5,000.00	54.44%	2,278.06
20-20-5317 Equipment & Other Rentals	0.00	333.33	(333.33)	2,375.85	4,000.00	59.40%	1,624.15
20-20-5319 Vehicle Repairs & Maintenance	0.00	325.00	(325.00)	4,814.68	3,900.00	123.45%	(914.68)
20-20-5328 Small Tools & Minor	1,325.56	916.67	408.89	3,847.16	11,000.00	34.97%	7,152.84
20-20-5330 Miscellaneous	0.00	83.33	(83.33)	948.90	1,000.00	94.89%	51.10
20-20-5630 Furniture & Equipment	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
20-20-5650 Vehicles & Machinery	2,148.50	6,250.00	(4,101.50)	69,225.02	75,000.00	92.30%	5,774.98
Police Totals	13,044.77	38,333.31	(25,288.54)	142,143.14	460,000.00	30.90%	317,856.86
Expense Totals	13,044.77	38,333.31	(25,288.54)	142,143.14	460,000.00	30.90%	317,856.86

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Item 9.

21 - Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	0.00	0.00	0.00	1,585.50	0.00	0.00%	(1,585.50)
Revenue Totals	0.00	0.00	0.00	1,585.50	0.00	0.00%	(1,585.50)

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Item 9.

21 - Law Enforcement	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
21-4215 Asset Forfeiture	0.00	0.00	0.00	1,585.50	0.00	0.00%	(1,585.50)
Fines & Forfeitures Totals	0.00	0.00	0.00	1,585.50	0.00	0.00%	(1,585.50)
Revenue Totals	0.00	0.00	0.00	1,585.50	0.00	0.00%	(1,585.50)

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Item 9.

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	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)
Expense Totals	0.00	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)

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Item 9.

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	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)
Administration Totals	0.00	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)
Expense Total	0.00	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)

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Item 9.

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	6,250.00	(6,250.00)	440,000.00	75,000.00	586.67%	(365,000.00)
30-10-5502 Bond Principal	0.00	30,416.67	(30,416.67)	0.00	365,000.00	0.00%	365,000.00
30-10-5504 Paying Agent Fee	0.00	0.00	0.00	750.00	0.00	0.00%	(750.00)
30-10-5511 Interest on Bonds	0.00	43,598.08	(43,598.08)	195,052.09	523,177.00	37.28%	328,124.91
30-10-5513 Interest on Debt	0.00	1,870.00	(1,870.00)	350,565.00	22,440.00	1562.23%	(328,125.00)
Administration Totals	0.00	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)
Expense Totals	0.00	82,134.75	(82,134.75)	986,367.09	985,617.00	100.08%	(750.09)

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Item 9.

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Revenue Totals	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Expense Summary							
Professional/Contract Services	1.50	0.00	1.50	39,548.50	0.00	0.00%	(39,548.50)
Not Categorized	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Expense Totals	1.50	0.00	1.50	64,486.76	0.00	0.00%	(64,486.76)

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Item 9.

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
35-4806 TWDB Revenues	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Miscellaneous Totals	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Revenue Totals	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)

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Item 9.

35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Not Categorized	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Professional/Contract Services	1.50	0.00	1.50	39,548.50	0.00	0.00%	(39,548.50)
Administration Totals	<u>1.50</u>	<u>0.00</u>	<u>1.50</u>	<u>64,486.76</u>	<u>0.00</u>	<u>0.00%</u>	<u>(64,486.76)</u>
Expense Total	<u>1.50</u>	<u>0.00</u>	<u>1.50</u>	<u>64,486.76</u>	<u>0.00</u>	<u>0.00%</u>	<u>(64,486.76)</u>

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Item 9.

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	1.50	0.00	1.50	39,548.50	0.00	0.00%	(39,548.50)
35-10-5239 TWDB Share of Expenditures	0.00	0.00	0.00	24,938.26	0.00	0.00%	(24,938.26)
Administration Totals	1.50	0.00	1.50	64,486.76	0.00	0.00%	(64,486.76)
Expense Totals	1.50	0.00	1.50	64,486.76	0.00	0.00%	(64,486.76)

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Item 9.

36 - Public Safety Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	33,716.10	0.00	33,716.10	34,864.20	0.00	0.00%	(34,864.20)
Revenue Totals	<u>33,716.10</u>	<u>0.00</u>	<u>33,716.10</u>	<u>34,864.20</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,864.20)</u>
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	545.00	0.00	0.00%	(545.00)
Materials & Supplies	0.00	0.00	0.00	33,716.10	0.00	0.00%	(33,716.10)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,261.10</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,261.10)</u>

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Item 9.

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	33,716.10	0.00	33,716.10	34,864.20	0.00	0.00%	(34,864.20)
Grant Income Totals	33,716.10	0.00	33,716.10	34,864.20	0.00	0.00%	(34,864.20)
Revenue Totals	33,716.10	0.00	33,716.10	34,864.20	0.00	0.00%	(34,864.20)

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Item 9.

36 - Public Safety Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	33,716.10	0.00	0.00%	(33,716.10)
Professional/Contract Services	0.00	0.00	0.00	545.00	0.00	0.00%	(545.00)
State & Federal Grants Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,261.10</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,261.10)</u>
Expense Total	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,261.10</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,261.10)</u>

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Item 9.

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	545.00	0.00	0.00%	(545.00)
36-20-5328 Bullet Resis. Shield -	0.00	0.00	0.00	33,716.10	0.00	0.00%	(33,716.10)
State & Federal Grants Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,261.10</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,261.10)</u>
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,261.10</u>	<u>0.00</u>	<u>0.00%</u>	<u>(34,261.10)</u>

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Item 9.

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	982.53	0.00	982.53	9,371.19	0.00	0.00%	(9,371.19)
Revenue Totals	982.53	0.00	982.53	9,371.19	0.00	0.00%	(9,371.19)

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Item 9.

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	982.53	0.00	982.53	9,371.19	0.00	0.00%	(9,371.19)
Fines & Forfeitures Totals	982.53	0.00	982.53	9,371.19	0.00	0.00%	(9,371.19)
Revenue Totals	982.53	0.00	982.53	9,371.19	0.00	0.00%	(9,371.19)

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Item 9.

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	1,201.69	0.00	1,201.69	11,464.52	0.00	0.00%	(11,464.52)
Revenue Totals	<u>1,201.69</u>	<u>0.00</u>	<u>1,201.69</u>	<u>11,464.52</u>	<u>0.00</u>	<u>0.00%</u>	<u>(11,464.52)</u>

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Item 9.

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	1,201.69	0.00	1,201.69	11,464.52	0.00	0.00%	(11,464.52)
Fines & Forfeitures Totals	1,201.69	0.00	1,201.69	11,464.52	0.00	0.00%	(11,464.52)
Revenue Totals	1,201.69	0.00	1,201.69	11,464.52	0.00	0.00%	(11,464.52)

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Item 9.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Not Categorized	0.00	0.00	0.00	77,000.00	0.00	0.00%	(77,000.00)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>77,000.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>(77,000.00)</u>
Expense Summary							
Capital Outlay	0.00	0.00	0.00	22,608.92	0.00	0.00%	(22,608.92)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,608.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(22,608.92)</u>

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Item 9.

50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Not Categorized							
50-8000 Transfer In	0.00	0.00	0.00	77,000.00	0.00	0.00%	(77,000.00)
Not Categorized Totals	0.00	0.00	0.00	77,000.00	0.00	0.00%	(77,000.00)
Revenue Totals	0.00	0.00	0.00	77,000.00	0.00	0.00%	(77,000.00)

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50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	22,608.92	0.00	0.00%	(22,608.92)
Administration Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,608.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(22,608.92)</u>
Expense Total	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>22,608.92</u></u>	<u><u>0.00</u></u>	<u><u>0.00%</u></u>	<u><u>(22,608.92)</u></u>

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50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
50-10-5650 Vehicles & Machinery	0.00	0.00	0.00	22,608.92	0.00	0.00%	(22,608.92)
Administration Totals	0.00	0.00	0.00	22,608.92	0.00	0.00%	(22,608.92)
Expense Totals	0.00	0.00	0.00	22,608.92	0.00	0.00%	(22,608.92)

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND BHA INVESTEMENTS, LLC
(Authorized by Tex. Loc. Gov't Code sec. 43.0672)**

This Municipal Services Agreement ("Agreement") is entered into by the **CITY OF IOWA COLONY, TEXAS ("CITY"); and BHA INVESTMENT, LLC; ("OWNER")**.

RECITALS

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

This agreement is authorized by Section 43.0672 of the Texas Local Government Code and all applicable law.

Owner owns approximately 15.6385 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas, and the Property is described on **Exhibit "A"**, **which is attached** and incorporated herein by reference.

Each Owner(s) signing this agreement represents and warrants that the Owner(s) named herein are all of the Owners of the Property.

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

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

1. DEVELOPMENT AGREEMENT AND UTILITY SERVICES AGREEMENT.

There is no Development Agreement as the area is not appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management which concerns the Property herein defined.

There is no Utility Functions Agreement between the City of Iowa Colony, Texas and BHA Investment, LLC which concerns the Property herein defined.

2. PROPERTY. This Agreement is only applicable to the Property.

3. METHODS OF PROVIDING SERVICES.

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

that service through another governmental entity, a private entity, or any other person and in any lawful manner.

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

4. MUNICIPAL SERVICES.

- a. Commencing upon the annexation of the Property into the City for general purposes, the City will provide for the Property the municipal services set forth in this subsection, except as otherwise stated herein.
- i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City.
 - v. Roads and Streets. Street construction in and adjoining the Property will be done by the developer or a public entity other than the City. The City will maintain any public city streets, streetlights, and regulatory signs over which the City has jurisdiction, beginning upon inspection of those items for compliance with city standards, and acceptance of those items by the City, except to the extent that another public entity or homeowners' association is obligated to provide those services.
- b. The City does not provide the following services to the Property and does not contract to do so:
- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides fire protection services to the Property. Brazoria County Emergency Services District No. 3 provides fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides emergency medical services

to the Property. Brazoria County Emergency Services District No. 3 also provides emergency medical services to the Property.

iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.

iv. Water and Wastewater Utilities. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.

v. Solid Waste Services. At this time, the City does not provide solid waste services.

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

d. Owner understands and acknowledges that any City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are generally comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
6. **NONWAIVER OF OTHER PERSONS' OBLIGATIONS.** Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.
7. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
8. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
11. **NONWAIVER BY NONENFORCEMENT.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property.
15. **NOT A THIRD-PARTY CONTRACT.** This is not a third-party contract and does not create any rights of any person except the parties and their respective successors and assigns.
16. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.
17. **REMEDIES.** No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.
18. **DISCLOSURES BY CITY.** The City makes the following disclosures to Brazoria County, the Owner of the right of way being annexed:
 - a. The Owner is not required to enter into this Agreement.

- b. The City is authorized to annex the Annexation Area under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Owner.
- c. This subsection is a plain-language description of the annexation procedures applicable to the Annexation Area. The Owner must request the annexation in writing. Since the Annexation Area, a county road, is not taxed agriculturally, the City is not required to offer a non-annexation development agreement providing for non-annexation of the Annexation Area under certain terms and conditions. The annexation may be completed without a rejection by the Owner of such an offer. The City must enter into a municipal service agreement with the Owner. 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 Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

19. ENTIRE AGREEMENT.

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.
- b. This Agreement shall not be amended unless executed in writing by the parties.

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

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy,
Mayor

ATTEST:

Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2023, by **Wil Kennedy, as Mayor of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2023, by **Kayleen Rosser, as City Secretary of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

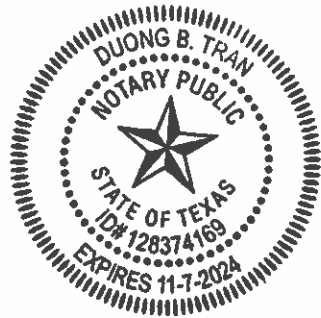
OWNER:

BHA Investments, LLC
Lynh Phan, Manager

Lynh Phan

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me, on the 11 day of September 2023, by **Lynh Phan**, as Manager of BHA Investments, LLC on behalf of said corporation.



Duong B. Tran
Notary Public in and for the State of Texas

**EXHIBIT “A”
TO MUNICIPAL SERVICES AGREEMENT**

THE “PROPERTY”

EXHIBIT 'A'

File No.: **1579299-H062 (CK)**
 Property: **Vacant Land, Angleton, TX 77515**

A 15.624 ACRE TRACT OF LAND BEING THE SAME PROPERTY DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 2005069892, BEING OUT OF TRACTS 653 AND 654, SECTION 56, EMIGRATION LAND. CO. SUBDIVISION, RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS, LOCATED IN THE H.T. & B.R.R. CO. SURVEY, ABSTRACT 515, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEAST CORNER OF SAID TRACT 654, SAME BEING THE NORTH LINE OF TRACT 655, A CALLED 10 ACRE TRACT DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 02051431, SAID POINT ALSO BEING ON THE WEST LINE OF A CALLED 53.889 ACRE TRACT DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 2008032761;

THENCE ALONG THE COMMON LINE OF SAID TRACT 654 AND SAID TRACT 655, WEST, A DISTANCE OF 659.61 FEET TO A ¾" IRON PIPE FOUND AT THE COMMON CORNER OF SAID TRACT 653, SAID TRACT 655 AND TRACT 652 DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY, CLERK FILE NO. 93011992;

THENCE ALONG THE COMMON LINE OF SAID TRACT 653 AND SAID 652, SOUTH 89° 55' 04" WEST A DISTANCE OF 456.11 FEET TO A ½" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 288, RECORDED IN VOLUME 1129, PAGE 424, DEED RECORDS, BRAZORIA COUNTY, TEXAS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11249.16 FEET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE AND ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 03° 26' 26" PASSING AT AN ARC LENGTH OF 542.79 FEET A CONCRETE RIGHT-OF-WAY MONUMENT AND CONTINUING A TOTAL ARC DISTANCE OF 675.50 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 12° 13' 47" EAST A DISTANCE OF 675.40 FEET TO A 5/8" IRON ROD FOUND ON THE NORTH LINE OF SAID TRACT 653, SAME BEING THE CENTERLINE OF A 40 FOOT WIDE DEDICATED RIGHT-OF-WAY PER VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY MAP RECORDS;

THENCE ALONG THE NORTH LINE OF SAID TRACTS 653 AND 654, AND SAID CENTERLINE NORTH 89° 57' 45" EAST A DISTANCE OF 871.29 FEET TO A ½" IRON ROD WITH YELLOW PLASTIC CAP MARKED "1ST AMER 4053785800" SET;

THENCE ACROSS SAID TRACT 654, SOUTH 00° 16' 06" EAST, A DISTANCE OF 100.00 FEET TO A ½" IRON ROD FOUND;

THENCE CONTINUING ACROSS SAID TRACT 654, SOUTH 88° 59' 32" EAST, A DISTANCE OF 99.43 FEET TO A ½" IRON ROD FOUND ON THE EAST LINE OF SAID TRACT 654. SAID POINT BEING ON SAID WEST LINE OF A CALLED 53.889 ACRE TRACT;

THENCE ALONG THE COMMON LINE OF SAID CALLED 53.889 ACRE TRACT AND SAID TRACT 654, SOUTH 00° 06' 44" EAST, A DISTANCE OF 558.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 680.562 SQUARE FEET OR 15.624 ACRES OF LAND MORE OR LESS.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY INTO THE CITY, COMMONLY KNOWN AS BHA INVESTMENTS, LLC, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENTS; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

SECTION 1. The City Council of the City of Iowa Colony, Texas (“the City”) hereby finds that all statements in any part of this ordinance are true.

SECTION 2. This annexation of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.

SECTION 3. The owners of the property annexed by this ordinance have requested this annexation in writing.

SECTION 4. This entire ordinance is in the public interest.

SECTION 5. This ordinance does not cause any area to be completely surrounded by the City without annexing the surrounded area.

SECTION 6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

SECTION 7. The property (herein called “**the Annexed Area**”) described on **Exhibit “A,”** which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

SECTION 8. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Services Agreements** attached hereto as **Exhibit “B”** and incorporated herein in full.

SECTION 9. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

SECTION 10. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever size, of the territory described on Exhibit “A” hereto, then this annexation shall remain valid as to the remainder of such territory.

SECTION 11. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required a public hearing before the passage of this ordinance.

READ, PASSED, AND APPROVED on SEPTEMBER 18, 2023.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing BHA Investments, MUD__ into City

**EXHIBIT “A”
TO ANNEXATION ORDINANCE –
ANNEXED AREA**

**Including Descriptions and Maps
of the Entire Annexed Area**

**EXHIBIT “B”
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICE AGREEMENTS**

EXHIBIT 'A'

File No.: 1579299-H062 (CK)
 Property: Vacant Land, Angleton, TX 77515

A 15.624 ACRE TRACT OF LAND BEING THE SAME PROPERTY DESCRIBED IN A DEED RECORDED UNDER BRAZORIA COUNTY CLERK FILE NO. 2005069892, BEING OUT OF TRACTS 653 AND 654, SECTION 56, EMIGRATION LAND. CO. SUBDIVISION, RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS, LOCATED IN THE H.T. & B.R.R. CO. SURVEY, ABSTRACT 515, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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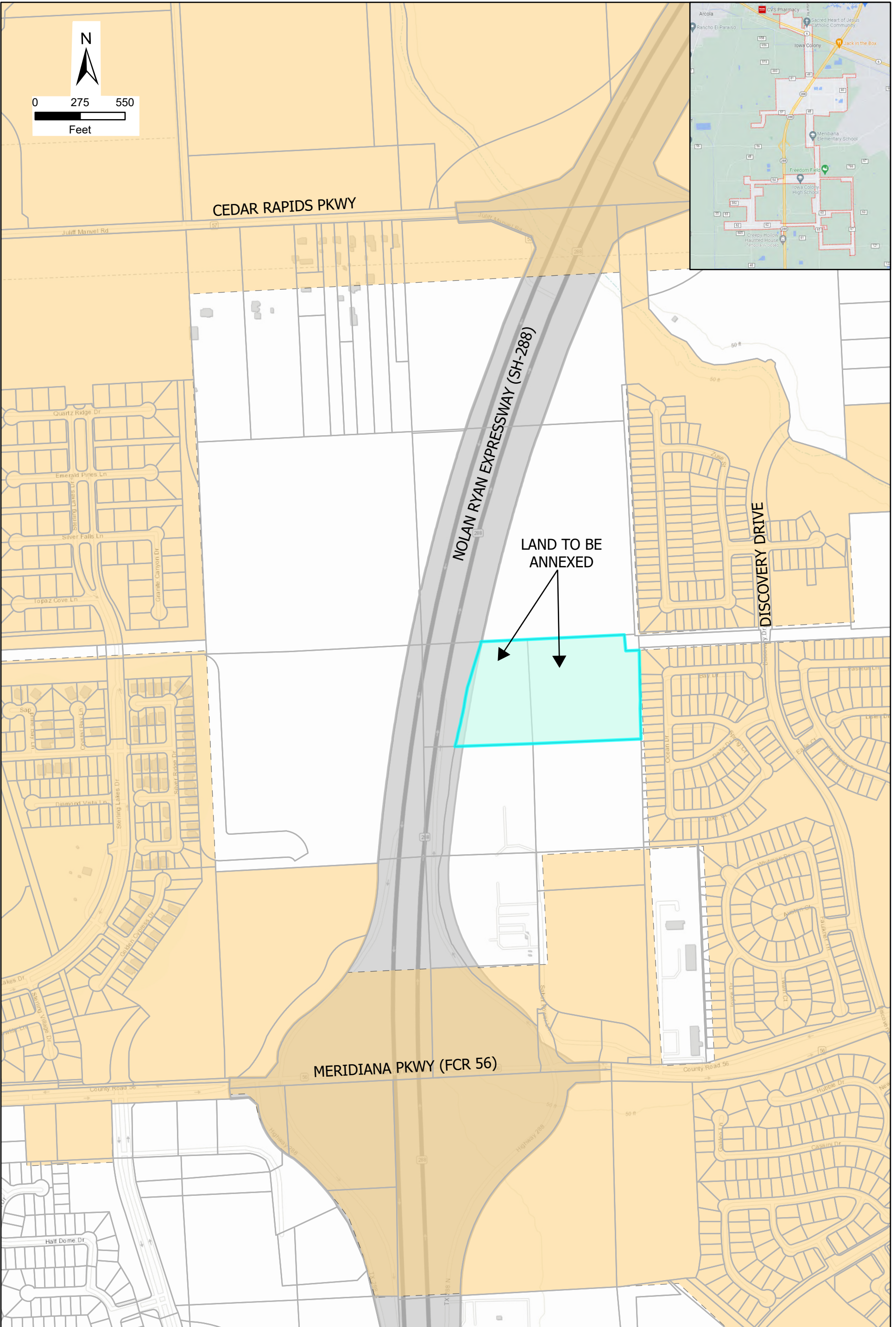
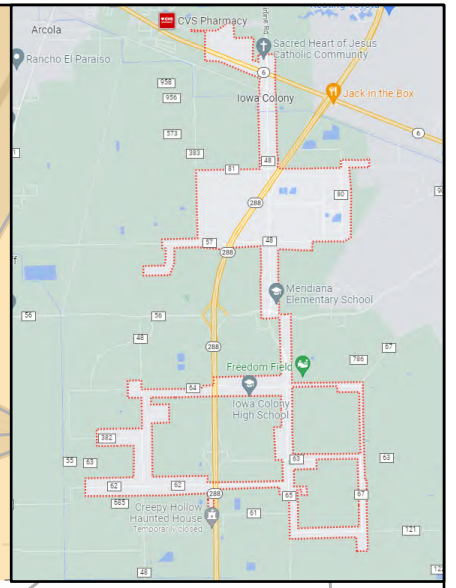
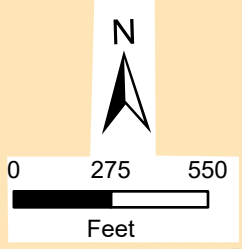
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CEDAR RAPIDS PKWY

NOLAN RYAN EXPRESSWAY (SH-288)

LAND TO BE ANNEXED

DISCOVERY DRIVE

MERIDIANA PKWY (FCR 56)

JOB ORDER CONTRACT

Contract No.: _____

This JOB ORDER CONTRACT (the "Contract" or "Agreement") is made as of the 18th day of September, 2023, by and between **Performance Services of Texas, Inc.** ("PSI") and **City of Iowa Colony** ("Owner"), concerning the following:

Owner: City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

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

Project: **AMI Water Meter Conversion**
TIPS JOC No. 181101

Scope of Work: PSI proposes to provide project management services associated with implementation of an Advanced Metering Infrastructure System and the installation of Smart Water Meters for Owner, as described in the Scope of Work, dated September 1, 2023, and attached hereto as **Exhibit A** (the "Scope of Work").

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

Contract Price: Three Million Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$3,295,000.00)

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

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

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

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

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

CITY OF IOWA COLONY

PERFORMANCE SERVICES, INC.

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

TERMS AND CONDITIONS

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

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

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

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



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

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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

Name: Robert Hemminger
Title: City Manager
Address: 12003 Iowa Colony Blvd., Iowa Colony, TX 77583
Phone: (281) 369-2471
Email: rhemminger@iowacolonytx.gov

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

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

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

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



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

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

28. **EVENTS OF DEFAULT.**

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

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



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

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

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

END OF DOCUMENT

Iowa Colony, TX AMI Water Meter Conversion Exhibit A



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
September 1, 2023*

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EXHIBIT A

Scope of Work



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
September 1, 2023*

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

Table 1: UCRM Matrix

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

Project scope of work specifics follow:

UCRM-1: Water Meters w/AMI

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

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

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

Meter Size	Quantity
5/8"	2,038
1"	1,179
1.5"	3
2"	28
3"	2
4"	1
6"	1
8"	3
Unknown	13
Total	3,268

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

- Scope includes furnishing the following spare water meters:
 - 50 – 5/8" x 3/4" water meters w/ communication endpoints
 - Up to 100 Meter Box Replacements
 - All meter boxes will have new meter lids
 - Meter Box Swap in the Sterling Lakes Neighborhood, leaving the existing meter box in place and providing and installing side boxes for the endpoints

Solid State Water Meters:

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

Solid state technology meter features:

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

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

AMI - Advanced Metering Infrastructure

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

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

Features include:

- Customizable dashboards to deliver information in a format matched to your requirements
- Ability to set unique alert conditions to define and monitor exceptions

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

Benefits include:

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

Iowa Colony, TX AMI Water Meter Conversion Exhibit B – Project Schedule



*12003 Iowa Colony Blvd
Iowa Colony, Texas 77583*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
September 1, 2023*

Project Step	Date
Council Approval	9/18/23
Order Equipment	9/19/23 – 9/25/23
Tower Lead Time and Install	9/25/23 – 1/29/24
Water Meter Lead Time	9/25/23 – 1/15/24
Water Meter Installation	1/29/24 – 5/20/24
Final Commissioning and Punch List	5/20/24 – 6/10/24

**CITY OF IOWA COLONY
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS AUTHORIZING THE CITY TO ENTER INTO A JOB ORDER CONTRACT WITH PERFORMANCE SERVICES, INC. RELATING TO THE ACQUISITION AND INSTALLATION OF PERSONAL PROPERTY, AND ENTER INTO A PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT WITH FIRST SECURITY FINANCE, INC. TO FINANCE THE COSTS THEREOF; AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Iowa Colony, Texas (the “City”) is a political subdivision duly organized under the constitution and laws of the State of Texas; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition and installation of certain personal property, consisting of (a) approximately 3,268 water meters and related advanced metering infrastructure improvements at various locations throughout the City and other areas served by the City’s water department, and (b) two Monopole telecommunication towers and related gateways installed thereon (collectively, the “Project”), as identified in the herein-after defined Job Order Contract; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Texas (the “State”) to enter into a public property finance act lease purchase agreement to finance the acquisition and installation of the Project; and

WHEREAS, in order to accomplish the foregoing, it is necessary and desirable for the City to enter into the following documents (the “Transaction Documents”):

1. Job Order Contract (the “Contract”) between the City and Performance Services, Inc. relating to the acquisition and installation of the Project;

2. Public Property Finance Act Lease Purchase Agreement (the “Agreement”) with First Security Finance, Inc., as lessor (the “Lessor”), in a principal amount (including capitalization of interest and closing costs) not to exceed \$4,000,000, a maturity date of no later than December 31, 2039, and an interest rate not to exceed 5.00% per annum, for the purposes described therein, including to provide financing for the Project;

3. Escrow Agreement with the Lessor and the escrow agent named therein for the purpose of establishing an acquisition fund into which the Lessor will deposit an amount equal to the aggregate principal components of rental payments under the Agreement; and

4. Federal Tax Agreement (the “Tax Agreement”), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Agreement in order to establish and maintain the exclusion of the interest portion of rental payments under the Agreement from gross income for federal income tax purposes and in order to provide guidance for complying with the arbitrage rebate provisions of the Internal Revenue Code upon the terms and conditions as set forth in the Tax Agreement.

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

SECTION 1. The Transaction Documents are hereby approved in substantially the forms submitted to and reviewed by the City Council of the City on the date hereof, with such changes therein as are deemed necessary by the City's attorney and approved by the Mayor or the City Manager of the City (each, an "Authorized City Officer"), said officer's execution thereof to be conclusive evidence of the approval thereof. The Authorized City Officer is hereby authorized and directed to execute and deliver the Transaction Documents on behalf of and as the act and deed of the City. The City Secretary is hereby authorized to affix the City's seal thereto and attest such as may be necessary.

SECTION 2. During the term of the Agreement, the City covenants that prior to adopting a budget for any ensuing fiscal year the City shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the rental payments and all other amounts payable thereunder for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from the City's operation and maintenance tax levy under Article XI, Section 4, Texas Constitution (the "Limited Tax") revenues and other revenues and funds lawfully available therefor an amount sufficient to pay the rental payments and all other amounts payable under the Agreement and shall deposit all such funds in accordance with the Agreement. Pursuant to the Agreement, the City shall levy and agrees to assess and collect, a continuing direct annual Limited Tax on all taxable property within the boundaries of the City, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the City for the payment of rental payments and all other amounts payable under the Agreement, to provide funds each year to pay the rental payments and all other amounts payable under the Agreement, full allowance being made for delinquencies and costs of collection. The Limited Tax and such revenues and funds in an amount sufficient to pay rental payments and all other amounts payable under the Agreement shall be pledged to the Lessor for such purpose as the same shall become due and payable under the Agreement.

SECTION 3. The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year 2023, the City (including any subordinate entities) has not designated nor will it designate obligations, which when aggregated with the Agreement, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2023 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Agreement will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 4. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City with respect to the Transaction Documents and the acquisition and installation of the Project.

SECTION 5. The City has made certain capital expenditures in connection with the acquisition and installation of the Project prior to the date hereof, and the City expects to make additional capital expenditures in connection with the acquisition and installation thereof in the future. The City intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement or other tax-exempt obligations to be delivered by the City. The maximum principal amount of the Agreement or other tax-exempt obligations expected to be delivered for the Project is not expected to exceed \$4,000,000.

SECTION 6. This resolution will take effect and be in full force from and after its adoption by the City Council of the City.

PASSED AND APPROVED ON THIS 18th DAY OF SEPTEMBER 2023.

CITY OF IOWA COLONY

Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

Gilmore & Bell, P.C.
Draft-September 7, 2023

\$3,483,325.48
PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 4, 2023, BETWEEN
FIRST SECURITY FINANCE, INC., AS LESSOR, AND THE
CITY OF IOWA COLONY, TEXAS, AS LESSEE

CLOSING DATE: OCTOBER 4, 2023

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Public Property Finance Act Lease Purchase Agreement, with the following exhibits attached:
 - Exhibit A: Description of the Personal Property.
 - Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following exhibits attached:
 - Exhibit A: Form of Payment Request and Acceptance Certificate.
 - Exhibit B: Final Acceptance Certificate.
3. Federal Tax Agreement, with the following exhibits attached:
 - Exhibit A: Amortization Schedule and Calculation of Weighted Average Maturity and Yield on the Lease Agreement.
 - Exhibit B: IRS Form 8038-G, together with proof of filing.
 - Exhibit C: Description of Personal Property Expected to Comprise the Financed Assets.
 - Exhibit D: Sample Annual Compliance Checklist.
4. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached.
5. Essential Use Certificate.
6. Opinion of Lessee's Counsel (validity opinion).
7. Opinion of Special Counsel to Lessor (tax opinion).
8. Issue Price Certificate from Lessor.
9. Job Order Contract between Lessee and Vendor.
10. Evidence of Insurance.
11. Payment and Performance Bonds, together with Dual Obligee Rider naming Lessor as an additional obligee.

**Document
Number**

12. UCC-1 Financing Statement respecting the Personal Property.
13. Lessee's Form W-9.
14. Texas Ethics Commission 1295 Filings:
 - A. Respecting the Job Order Contract (filed by the Vendor).
 - B. Respecting the Public Property Finance Act Lease Purchase Agreement (filed by the Lessor).
15. Funding Memorandum.

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PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT

THIS PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of October 4, 2023, between **FIRST SECURITY FINANCE, INC.**, a corporation organized and existing under the laws of the State of Arkansas, as Lessor (“Lessor”), and the **CITY OF IOWA COLONY, TEXAS**, a body corporate and politic and political subdivision existing under the laws of the State of Texas, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Act**” means Section 271.005 of the Local Government Code, as amended.

“**Agreement**” means this Public Property Finance Act Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Personal Property is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Personal Property are deposited for that purpose with an escrow agent.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Lease Term**” means the period from the Commencement Date until the last Rental Payment Date.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Personal Property**” means the property described on the Personal Property Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Personal Property.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“**State**” means the State of Texas.

“**Vendor**” means the manufacturer of the Personal Property as well as the agents or dealers of the manufacturer from whom the Personal Property is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

- (a) Lessee is a body corporate and politic and political subdivision duly organized and existing under the constitution and laws of the State and constitutes a “governmental agency” under the Act. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.
- (b) Lessee is authorized under the constitution and laws of the State, including the Act, to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- (d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.
- (e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.
- (f) Lessee has complied with such public bidding requirements and laws and regulations, including the Act, as may be applicable to this Agreement and the acquisition by Lessee of the Personal Property hereunder.
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition, operations or properties of Lessee.
- (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Personal Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.
- (j) The Personal Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Personal Property, which need is not temporary or expected to diminish in the foreseeable future. The Personal Property will be used by Lessee only for the purpose of performing one or more of Lessee’s governmental or proprietary functions consistent with the permissible scope of Lessee’s authority.
- (k) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Personal Property will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(l) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(m) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become an “arbitrage bond” within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(n) Lessee has never failed to pay payments coming due under any bond issue, contract, lease purchase agreement or other indebtedness obligation of Lessee, whether secured by Lessee’s ad valorem taxes or otherwise.

(o) The useful life of the Personal Property will not be less than the Lease Term.

(p) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(q) Lessee’s fiscal year is from October 1 to September 30. Lessee has provided Lessor with audited financial statements through September 30, 2022. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since September 30, 2022.

(r) Lessee shall pay the excess (if any) of the actual costs of acquiring the Personal Property under this Agreement over the amount deposited by Lessor in the acquisition fund established under the related escrow agreement and interest earnings thereon.

(s) Other than with respect to the portion of the Personal Property consisting of water meters, Lessee is the fee owner of the real estate where the Personal Property is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate. The Personal Property is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(t) Lessee hereby confirms that this Agreement is a written contract stating the essential terms of an agreement for providing goods or services to Lessee under Section 271.151(2) of the Texas Local Government Code, and this Agreement is a waiver of Lessee’s governmental immunity from suit under this Agreement, but only to the extent permitted under Section 271.153, Texas Government Code.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Personal Property, together with any costs of issuance and capitalized interest coming due during the acquisition period to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Personal Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Personal Property is expected to be delivered and installed, and the Vendor fully paid, within twenty-four months of the Commencement Date.

(c) Other than the Payment Fund (defined herein), Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Personal Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Personal Property. Lessor hereby demises, leases and lets the Personal Property to Lessee, and Lessee rents, leases and hires the Personal Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. [Reserved].

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the exercise by Lessee of the option to purchase the Personal Property under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (b) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term and the payment of all other amounts required to be paid hereunder.

Section 7. Levy of Taxes; Budgeting. During the Lease Term, Lessee covenants that prior to adopting a budget for any ensuing fiscal year Lessee shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Rental Payments and all other amounts payable hereunder for such ensuing fiscal year and that the final budget for each fiscal year shall set aside and appropriate out of revenues generated from Lessee's operation and maintenance tax levy under Article XI, Section 4, Texas Constitution (the "Limited Tax") revenues and other revenues and funds lawfully available therefor an amount sufficient to pay the Rental Payments and all other amounts payable hereunder and shall deposit all such funds in accordance with **Section 8**. Lessee hereby levies and agrees to assess and collect, a continuing direct annual Limited Tax on all taxable property within the boundaries of Lessee, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to Lessee for the payment of Rental Payments and all other amounts payable hereunder, to provide funds each year to pay the Rental Payments and all other amounts payable hereunder, full allowance being made for delinquencies and costs of collection. The Limited Tax and such revenues and funds in an amount sufficient to pay Rental Payments and all other amounts payable hereunder are pledged to Lessor for such purpose as the same shall become due and payable under this Agreement.

Section 8. Deposit into the Payment Fund.

- (a) On or before the Commencement Date, Lessee shall establish a payment fund (the "Payment Fund"), which shall be maintained by Lessee as long as any Rental Payments are unpaid. Lessee hereby pledges the Payment Fund for the exclusive purpose of securing the Rental Payments and shall apply the funds therein to the payment of Rental Payments as such payments come due.
- (b) Each year in which Rental Payments come due, Lessee shall, not later than the day preceding any such due date, deposit into the Payment Fund, from Lessee's Limited Tax or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. Lessee hereby pledges its Limited Tax as security for this obligation.
- (c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Rental Payments expected to come due in the following year.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from the Limited Tax and legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Personal Property during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, including Section 1204.006 of the Texas Government Code, as amended, whichever is less, from its due date (the "Default Rate Amount").

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from Lessor's gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error (the "Event of Taxability Amounts").

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. The obligations of Lessee to pledge, levy and collect the Limited Tax, to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Personal Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Personal Property or any accident, condemnation or unforeseen circumstances or the failure of Lessor or any other person or entity to perform its obligations under this Agreement or any other agreement.

Section 12. [Reserved].

Section 13. Delivery, Installation and Acceptance of the Personal Property. Lessee will order the Personal Property, cause the Personal Property to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Personal Property has been delivered and installed, Lessee will immediately accept the Personal Property and evidence said acceptance by executing and delivering to Lessor a certificate of acceptance and payment request in substantially the form attached to the related escrow agreement, in form and substance acceptable to Lessor. After it has been delivered and installed, the Personal Property will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Personal Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Personal Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Personal Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement. In the event Lessor fails to comply with this covenant or any other covenant made by Lessor under this Agreement (if any) and Lessee shall not be in default under this Agreement, Lessee may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Personal Property.

Section 16. Use of the Personal Property. Lessee will not install, use, operate or maintain the Personal Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Personal Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Personal Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Personal Property or its interest or rights under this Agreement.

Section 17. Maintenance of Personal Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Personal Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Personal Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Personal Property with Vendor.

Section 18. Title to the Personal Property. During the Lease Term, title to the Personal Property and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this

Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Personal Property to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or **Section 6(c)** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Personal Property in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Personal Property, and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Personal Property.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the acquisition fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; No Encumbrances. Lessor and Lessee agree that the Personal Property is and will remain personal property. The Personal Property will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Personal Property or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Personal Property from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Personal Property is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Personal Property acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Personal Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Personal Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Personal Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Personal Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Personal Property. Lessee will pay all utility and other charges incurred in the use and maintenance of the Personal Property. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term. This Agreement is intended to be a "net-net-net contract" and Lessee hereby agrees that the Rental Payments are an absolute net return to Lessor, free and clear of any expenses, charges or set-offs whatsoever.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Personal Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Personal Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall

also provide or cause to be provided to Lessor payment and performance bonds, each naming Lessor as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to or greater than the cost of the Personal Property. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor and its successors and assigns as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Personal Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Personal Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent made by Lessee under this Agreement. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Upon request, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available after the close of each fiscal year, the audited financial statement of Lessee at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of Lessee's auditor (the "Audit"), which may be in electronic .pdf format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement Lessee may email a link to the posted Audit to Lessor. In the event that the Audit is not available within 360 days after the end of such fiscal year, upon request, Lessee will furnish unaudited financial statements to Lessor in the manner described in this Section, and will then supply the Audit immediately upon the availability thereof. Lessee will provide Lessor with any reasonably required financial or other information in a reasonable time following Lessor's written request.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement by Lessee, (b) the ownership of any item of the Personal Property, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Personal Property, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Personal Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein, unless said breach of covenant or misrepresentation is made by Lessor. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Personal Property from any cause whatsoever. No such loss of or damage to the Personal Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Personal Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Personal Property or any part thereof or the interest of Lessee or Lessor in the Personal Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Personal Property, unless Lessee has exercised its option to purchase the Personal Property pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Personal Property pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Personal Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9** or any other Section of this Agreement.

Section 29. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PERSONAL PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PERSONAL PROPERTY OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Personal Property; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Personal Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Personal Property, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On October 1, 2032, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Personal Property, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. In the event there is no applicable Purchase Price set forth in the Payment Schedule, the Purchase Price for any such prepayment set forth in (A) or (B) above shall be in an amount equal to 102% of the outstanding principal balance of this Agreement.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Personal Property subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Personal Property will be vested in Lessee, free and clear of any right or claim by or through Lessor.

(b) In the event monies remain in any acquisition fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such acquisition fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such acquisition fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Personal Property and that the amount required to exercise Lessee's option to purchase the Personal Property pursuant to **Section 31** represents, as of the end of the Lease Term, the fair purchase price of the Personal Property. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Personal Property, (b) the uses and purposes for which the Personal Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Personal Property and the use of the Personal Property pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Personal Property. Lessee hereby determines and declares that the acquisition and installation of the Personal Property and the leasing of the Personal Property pursuant to this Agreement will result in personal property of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Personal Property were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Personal Property.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Personal Property may be assigned and reassigned only in whole, not in part, by Lessor without the necessity of obtaining the consent of Lessee, and such assignment, transfer or conveyance shall be made only to (i) an affiliate of Lessor or (ii) banks, insurance companies, trusts, custodians or other financial institutions or their affiliates, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name(s) and address(es) of the assignee(s). Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Personal Property and in this Agreement and agrees to the filing of financing statements with respect to the Personal Property and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Personal Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Personal Property if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Personal Property will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Personal Property.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term to be due; and

(b) With or without terminating this Agreement, Lessor may enter the premises where the Personal Property is located and retake possession of the Personal Property or require Lessee at Lessee's expense to promptly return any or all of the Personal Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Personal Property or, for the account of Lessee, sublease the Personal Property, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Personal Property and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under any related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the acquisition fund established thereunder; and

(d) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Personal Property, including, without limitation, seeking actions based on mandamus, specific performance/enforcement or related legal remedies.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted

sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

Section 49. No Engagement in Boycott of Israel. Lessor certifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement, with the term "boycott" having the meaning assigned in V.T.C.A., Government Code §808.001.

Section 50. No Business with Iran, Sudan or Foreign Terrorist Organizations. Lessor certifies that it does not engage in business with Iran, Sudan, or any company identified on the list referenced in V.T.C.A., Government Code § 2252.152.

Section 51. No Engagement in Boycotting Oil Companies. Lessor certifies that it does not boycott oil companies and will not boycott oil companies during the term of this Agreement pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 529 § 2).

Section 52. No Discrimination against Firearm and Ammunition Industries. Lessor certifies that it (a) does 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 trade association, all pursuant to V.T.C.A., Government Code § 2274 (Acts 2021, 87th Leg., ch. 530 § 1).

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

FIRST SECURITY FINANCE, INC.

By: _____
Name: Scott Beardsley
Title: President
Address: First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

CITY OF IOWA COLONY, TEXAS

By: _____
Name: Robert Hemminger
Title: City Manager
Address: 12003 Iowa Colony Boulevard
Iowa Colony, TX 77583

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from October 1 through September 30.

DATED: October 4, 2023.

By: _____
Name: Kayleen Rosser
Title: City Secretary

EXHIBIT A TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT**PERSONAL PROPERTY SCHEDULE****Description of the Personal Property:**

The Personal Property consists of all personal property acquired and installed pursuant to the terms of a Job Order Contract dated as of _____, 20__, between Lessee and Performance Services, Inc., including the acquisition and installation of (a) approximately 3,268 water meters and related advanced metering infrastructure improvements at various locations throughout the City of Iowa Colony, Texas (the “City”), and other areas served by the City’s water department, and (b) two (2) Monopole telecommunication towers and related gateways installed thereon, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See also “Project Improvement List” attached hereto.

This description of the Personal Property shall be deemed to be supplemented and amended by the descriptions of the Personal Property included in the Payment Request and Acceptance Certificates submitted to Lessor for approval pursuant to the terms of the Escrow Agreement dated as of October 4, 2023, among Lessor, Lessee and Bank OZK, as escrow agent, which descriptions shall be deemed to be incorporated herein.

Vendor:

The Vendor is Performance Services, Inc., 801 E. Old Settlers Boulevard, Suite 100, Round Rock, Texas 78664.

EXHIBIT B TO PUBLIC PROPERTY FINANCE ACT LEASE PURCHASE AGREEMENT**PAYMENT SCHEDULE**

Principal Amount: \$3,483,325.48

Interest Rate: 4.944%; 30/360 basis

Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price *
10/1/2024	\$ 170,780.48	\$ 0.00	\$ 170,780.48	N/A
10/1/2025	334,322.45	162,106.84	172,215.61	N/A
10/1/2026	334,322.45	170,121.40	164,201.05	N/A
10/1/2027	334,322.45	178,532.20	155,790.25	N/A
10/1/2028	334,322.46	187,358.84	146,963.62	N/A
10/1/2029	334,322.45	196,621.86	137,700.59	N/A
10/1/2030	334,322.45	206,342.84	127,979.61	N/A
10/1/2031	334,322.45	216,544.43	117,778.02	N/A
10/1/2032	334,322.45	227,250.39	107,072.06	\$1,977,215.61
10/1/2033	334,322.45	238,485.65	95,836.80	1,733,960.25
10/1/2034	334,322.45	250,276.38	84,046.07	1,478,678.34
10/1/2035	334,322.45	262,650.04	71,672.41	1,210,775.30
10/1/2036	334,322.45	275,635.46	58,686.99	929,627.13
10/1/2037	334,322.45	289,262.88	45,059.57	634,579.00
10/1/2038	334,322.45	303,564.03	30,758.42	324,943.68
10/1/2039	<u>334,322.45</u>	<u>318,572.24</u>	<u>15,750.21</u>	0.00
Totals	<u>\$5,185,617.24</u>	<u>\$3,483,325.48</u>	<u>\$1,702,291.76</u>	

CITY OF IOWA COLONY, TEXAS

By: _____

Name: Robert Hemminger

Title: City Manager

* Lessee's option to purchase is subject to the provisions of Section 31 of the Agreement.

** The Total Rental Payment due on this Rental Payment Date will be paid when it becomes due by the Escrow Agent from moneys on deposit in the Acquisition Fund pursuant to the authorization set forth in the Escrow Agreement dated as of October 4, 2023, among Lessor, Lessee and Bank OZK, as escrow agent.

ESCROW AGREEMENT

This **ESCROW Agreement** (the “Escrow Agreement”), dated as of October 4, 2023, is entered into among **FIRST SECURITY FINANCE, INC.**, an Arkansas corporation (together with its successors and assigns, the “Lessor”), the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and political subdivision existing under the laws of Texas (the “Lessee”), and **BANK OZK**, an Arkansas state-chartered banking association, as escrow agent (together with its successors and assigns, the “Escrow Agent”).

Name of Acquisition Fund: “City of Iowa Colony, Texas Acquisition Fund”

Amount of Deposit into the Acquisition Fund: \$3,483,325.48

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023 (the “Agreement”), between the Lessor and the Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. The Lessor, the Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent will not be deemed to be a party to the Agreement, and this Escrow Agreement will be deemed to constitute the entire agreement among the Lessor, the Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the “Acquisition Fund”) to be held and administered by the Escrow Agent in trust for the benefit of the Lessor and the Lessee in accordance with this Escrow Agreement.

5. The Lessor will deposit in the Acquisition Fund the amount specified above for the purpose of fully funding the Agreement and providing a mechanism for the application of such amounts to the purchase of and payment for (a) the Personal Property, including payment of capitalized interest on the date specified in **Section 7**, and (b) costs of issuance in connection with the Agreement. Moneys held by the Escrow Agent hereunder will be invested and reinvested by the Escrow Agent upon written order of an authorized representative of the Lessee, in accordance with the Lessee’s Federal Tax Agreement dated the date hereof in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an authorized representative of the Lessee fails to timely direct the investment of any moneys held hereunder, the Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to the Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s

Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Lessee and Lessor hereby authorize the Escrow Agent to take the following actions with respect to the Acquisition Fund:

a. Pay from the Acquisition Fund to Lessor interest on the Agreement as it becomes due representing capitalized interest from the date hereof, on the date and in the amount set forth below, without further action by Lessee, upon payment instructions provided by Lessor to Escrow Agent:

<u>Date</u>	<u>Amount</u>
10/01/2024	\$170,780.48

b. From time to time, pay from the Acquisition Fund to the Vendor, the Lessee or other payee, upon presentation to the Escrow Agent of a properly executed Payment Request and Acceptance Certificate, a form of which is attached as **Exhibit A**, executed by the Lessee and approved by the Lessor, together with an invoice for the cost of the acquisition of said Personal Property or cost of issuance, and a written approval by the Lessor of the Vendor to be paid. In making any disbursement pursuant to this **Section 7(b)**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor will constitute to the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed. The Lessor shall not be required to approve any such payment unless and until the Lessee shall have provided to the Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to the Lessor, and (ii) payment and performance bonds naming the Lessor as an additional obligee and issued by a surety company rated “A” or better by AM Best in form and substance satisfactory to the Lessor.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by the Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor has assigned its interest under the Agreement, then the assignees or subassignees of all of the Lessor’s interest under the Agreement or an agent on their behalf, that the Agreement has been terminated pursuant thereto. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection with its acting as Escrow Agent hereunder as evidenced by its statement forwarded to the Lessor and the Lessee; and, second be paid to the Lessor, to be applied by the Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under the Agreement in inverse order of Rental Payment Dates, unless the Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to the Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached to the Agreement will be revised accordingly.

9. The Escrow Agent may at any time resign by giving at least 30 days’ written notice to the Lessee and the Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of the Lessor and the Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and the Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by the Lessor and the Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to the Lessor, the Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will

deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Personal Property listed in the Agreement or as to the performance of any obligations of the Lessor or the Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, the Lessee, to the extent permitted by law, hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the Acquisition Fund described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$1,500, to be paid by the Lessee concurrently with the execution and delivery of this Escrow Agreement, from proceeds of the Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent will be entitled to reimbursement from the Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the Lessee and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If the Lessee, the Lessor or the Escrow Agent are in disagreement about the interpretation of the Agreement or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent will be indemnified by the Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on the signature page of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties, and shall be effective on the date of receipt.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of Texas.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended except by a written instrument executed by the Lessor, the Lessee and the Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Lessor, the Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

FIRST SECURITY FINANCE, INC.

By: _____
Title: President

Mailing Address: First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201

CITY OF IOWA COLONY, TEXAS

By: _____
Title: City Manager

Mailing Address: 12003 Iowa Colony Boulevard
Iowa Colony, TX 77583

BANK OZK, as Escrow Agent

By: _____
Title: Executive Vice President

Mailing Address: 18000 Cantrell Road
Little Rock, AR 72223

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Bank OZK, as Escrow Agent
18000 Cantrell Road
Little Rock, AR 72223

Re: City of Iowa Colony, Texas Acquisition Fund established by the Escrow Agreement, dated as of October 4, 2023 (the "Escrow Agreement"), among First Security Finance, Inc. (the "Lessor"), the City of Iowa Colony, Texas (the "Lessee"), and Bank OZK, as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

Bank OZK (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated October 4, 2023 (the "Escrow Agreement"), by and among the City of Iowa Colony, Texas (the "Lessee"), First Security Finance, Inc. or its assigns (the "Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order, contract or invoice (or has been paid by and not previously reimbursed to the Lessee). The personal property and costs described below are (i) part or all of the Personal Property listed in that certain Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023 (the "Agreement"), between the Lessor and the Lessee, including payment of capitalized interest during the acquisition period, or (ii) costs incurred in entering into the Agreement:

Table with 3 columns: DESCRIPTION OF COST PAID OR FINANCING COST, AMOUNT, PAYEE

The Lessee hereby certifies and represents to and agrees with the Lessor as follows with respect to the Personal Property described above: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by the Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) the Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Personal Property and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Personal Property for which payment is being requested has been completed in accordance with the terms and conditions of the Job Order Contract dated as of _____, 2023 (the "Contract"), between the Lessee and Performance Services, Inc., and said applicable portion of the Personal Property is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Acquisition Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Personal Property; (vi) a present need exists for such Personal Property which need is not temporary or expected to diminish in the near future; (vii) such Personal Property is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of the Lessee consistent with the permissible scope of the Lessee's authority; (viii) the estimated useful life of such Personal Property based upon the manufacturer's representations and the Lessee's projected needs is not less than the term of the Agreement with respect to such Personal Property; (ix) the Lessee has conducted such inspection and/or testing of such Personal Property as it deems necessary and appropriate and hereby acknowledges that it accepts such Personal Property for all purposes as of the date of this certificate; (x) such Personal Property is covered by insurance in the types and amounts required by the Agreement; and (xi) no Event of Default, as such term is defined in the Agreement, and no event which with

the giving of notice or lapse of time or both, would become an Event of Default under the Agreement, has occurred and is continuing on the date hereof.

Based on the foregoing, the Lessor is hereby authorized and directed to fund the acquisition of the Personal Property set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s), the Lessee or other payee(s) the amounts set forth on the attached invoices from the Acquisition Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . The Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of the Lessee's Declaration of Official Intent and other evidence required by the Lessor prior to the Lessor's approval hereof that the Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150 2 is hereby attached. The Lessor's approval hereof shall evidence that the Lessee has delivered to the Lessor such required documentation.

Date: _____, 20__.

CITY OF IOWA COLONY, TEXAS

By: _____
Title: _____

APPROVED FOR PAYMENT:

FIRST SECURITY FINANCE, INC., as Lessor

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL PERSONAL PROPERTY HAS BEEN ACCEPTED]

The Lessee hereby certifies that (a) all of the Personal Property described in the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Personal Property is accepted "AS-IS, WHERE-IS"; (c) the Lessee has inspected the Personal Property, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) the Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Personal Property; (e) the Lessee waives any right to revoke its acceptance; and (f) the Personal Property is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Dated: _____, 20__.

CITY OF IOWA COLONY, TEXAS

By: _____
Title: _____

FEDERAL TAX AGREEMENT

[Subject to review after review of the Issuer's completed tax questionnaire.]

THIS FEDERAL TAX AGREEMENT (the "Tax Agreement"), is executed as of October 4, 2023, by the City of Iowa Colony, Texas (the "Issuer"), for the benefit of First Security Finance, Inc. and its successors and assigns (the "Lessor"), and any firm of attorneys rendering an opinion on the exclusion from gross income for federal income tax purposes of the interest portion of rental payments payable under the Lease Agreement.

RECITALS

1. This Tax Agreement is being executed and delivered in connection with that certain Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023 (the "Lease Agreement"), entered into by and between the Issuer, as lessee, and the Lessor, as lessor.

2. The Internal Revenue Code of 1986, as amended from time to time, and the applicable Regulations (as defined herein), impose certain limitations on the uses and investment of the Lease Proceeds (as defined herein) and of certain other money relating to the Lease Agreement, and set forth the conditions under which the interest portion of rental payments payable under the Lease Agreement will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Lease Proceeds and the property financed or refinanced with those proceeds and the investment of the Lease Proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest portion of rental payments payable under the Lease Agreement from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Lease Agreement, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"Annual Compliance Checklist" means a checklist for the Lease Agreement designed to measure compliance with the requirements of this Tax Agreement after the Closing Date substantially in the form attached as **Exhibit D**.

"Closing Date" means October 4, 2023.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Compliance Officer" means the Senior Accountant of the Issuer or its designee.

"Financed Assets" and **"Financed Asset"** means, as the context requires, all or any portion of the Project financed with proceeds of the Lease Agreement, as described on **Exhibit C** hereto.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Lease Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“**IRS**” means the Internal Revenue Service.

“**Lease Agreement**” means the Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023, between the Issuer, as lessee, and the Lessor, as lessor, as amended from time to time.

“**Lease Proceeds**” means the gross proceeds of the Lease Agreement, which include (a) sale proceeds (any amounts actually or constructively received by the Issuer from the execution and delivery of the Lease Agreement, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds or transferred proceeds or other investment proceeds, (c) any amounts held in a sinking fund for the Lease Agreement, (d) any amounts held in a pledged fund or reserve fund for the Lease Agreement, and (e) any other replacement proceeds.

“**Management or Service Agreement**” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of a Financed Asset, such as a contract to manage all or any portion of the Financed Assets. However, contracts for services that are solely incidental to the primary governmental function of a Financed Asset (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

“**Measurement Period**” means the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Lease Agreement or (B) the expected economic useful life of the property.

“**Non-Qualified Use**” generally means any use of a Financed Asset in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of a Financed Asset by any other member of the general public. Generally, ownership, a lease agreement or any other use that provides a Non-Qualified User a special legal right or entitlement to use a Financed Asset will constitute Non-Qualified Use.

“**Non-Qualified User**” means any person or entity other than the Issuer.

“**Opinion of Special Tax Counsel**” means the written opinion of Special Tax Counsel addressed to the Lessor to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest portion of rental payments under the Lease Agreement from gross income for federal income tax purposes.

“**Post-Issuance Tax Requirements**” means those requirements related to the use of Lease Proceeds, the use of the Financed Assets, and the investment of Lease Proceeds after the Closing Date.

“**Project**” means all of the personal property acquired, installed, constructed, and equipped by the Issuer using Lease Proceeds and other money contributed by the Issuer, if any, as described on **Exhibit C**.

“**Qualified Use Agreement**” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Project on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Project under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Project under this

type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Project was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Project under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Project for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Project was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

“Special Tax Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other nationally recognized firm of bond counsel acceptable to the Lessor.

“State” means the State of Texas.

“Tax Compliance File” means documents and records for the Lease Agreement maintained by the Compliance Officer pursuant to this Tax Agreement.

“Yield” means the yield on the Lease Agreement, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Organization and Authority; General Representations.

(a) **Authority.** The Issuer (1) is a political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to enter into, execute and deliver the Lease Agreement for the purposes set forth in the Lease Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Lease Agreement and this Tax Agreement, acting by and through its duly authorized officials.

(b) **Tax-Exempt Status of Lease Agreement—General Representation and Covenants.** In order to maintain the exclusion of the interest component of Rental Payments payable under the Lease Agreement from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Lease Proceeds or other funds of either party in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Assets, in a manner that would cause any portion of the Lease Agreement to become a “private activity bond” as defined in Code § 141.

Section 3. Purpose of the Lease Agreement; Reimbursement; Use of Lease Proceeds.

(a) *Purpose.* The Lease Agreement is being executed and delivered for the purpose of paying (i) costs of the Project, including payment of capitalized interest during the acquisition period thereof, and (ii) certain costs of issuance in connection with the execution and delivery of the Lease Agreement.

(b) *Reimbursement.* Reimbursement from proceeds of the Lease Agreement of expenditures paid prior to the Closing Date will satisfy the requirements of Regulations § 1.150-2. The list of expenditures to be reimbursed, if any, are set forth on **Exhibit C**.

(c) *Use of Lease Proceeds.* On the Closing Date, all proceeds of the Lease Agreement in the amount of \$3,483,325.48 are expected to be deposited in the Acquisition Fund and used to pay costs of the Financed Assets, including payment of capitalized interest during the acquisition period thereof, and certain costs of issuance in connection with the execution and delivery of the Lease Agreement.

Section 4. Project Completion. The Issuer has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the Lease Proceeds on the Financed Assets. The completion of the Financed Assets and the allocation of the Lease Proceeds to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease Agreement will be allocated to expenditures on the Financed Assets within 3 years after the Closing Date.

Section 5. Funds or Accounts. The Acquisition Fund has been established under the Escrow Agreement with the Escrow Agent. Amounts held in the Acquisition Fund will be used to pay costs of the Project. No other funds or accounts have been established for the Lease Agreement to hold Lease Proceeds or other money that will be used to make rental payments under the Lease Agreement.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certifications.* The Lessor represents in the Issue Price Certificate dated as of the Closing Date (the "Issue Price Certificate") that it has acquired the Lease Agreement pursuant to Regulations §1.148-1(f)(2)(i) (relating to the so-called "private placement rule") and is holding the Lease Agreement for its own account with the expectation to participate all or a portion thereof to (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (ii) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act, at a premium.

(b) *Lease Agreement Yield.* Based on certifications from the Lessor, Special Tax Counsel has determined that the Yield on the Lease Agreement is ____%. The amortization schedule and calculation of the Yield on the Lease Agreement is attached to this Tax Agreement as **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of Lease Proceeds.

(c) *Lease Agreement Subject to the Rebate Requirement.* The Lease Agreement is subject to the arbitrage rebate requirements of Code § 148(f). Pursuant to the Escrow Agreement, investment of the Lease Agreement Proceeds is limited to placement in an interest-bearing demand deposit account. If the Yield on investments of the Acquisition Fund exceeds ____, or if the Issuer establishes any sinking or reserve fund for the Lease Agreement, then the Issuer will contact Special Tax Counsel to seek advice regarding the need to calculate and pay arbitrage rebate.

Section 7. Use of the Financed Assets.

(a) *General.* The Project will be owned by the Issuer throughout the Measurement Period. Except as otherwise described in this **Section 6**, no portion of the Project is expected to be used in a Non-Qualified Use during

the Measurement Period. Unless the Issuer obtains an Opinion of Special Tax Counsel, the Issuer will not use, or permit the use of, the buildings and facilities comprising the Project in any other Non-Qualified Use.

(b) *Management of Service Agreements.* As of the Closing Date, the Issuer does not have any Management or Service Agreements with Non-Qualified Users that relate to the management or operation of any portion of the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User with respect to the management or operation of any portion of the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(c) *Leases and Other Use Agreements.* As of the Closing Date, the Issuer does not have any leases or similar use agreements with Non-Qualified Users with respect to the facilities comprising the Project. During the Measurement Period, the Issuer will not enter into or renew any leases or similar use agreements with any Non-Qualified Users, other than Qualified Use Agreements, with respect to the facilities comprising the Project without first obtaining an Opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the Issuer.* The Issuer intends for this Tax Agreement to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease Agreement and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established.

(e) *Compliance Officer.* The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease Agreement or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklist.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Lease Agreement. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Assets at least annually. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Recordkeeping. The Compliance Officer will maintain the Tax Compliance File for the Lease Agreement in accordance with this Tax Agreement. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease Agreement or (ii) any obligation issued to refund the Lease Agreement. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

Section 9. Miscellaneous

(a) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Agreement as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the Issuer contained in this Tax Agreement or otherwise made by the Issuer. The information contained on Form 8038-G is true, complete and

correct to the knowledge of the undersigned, and the undersigned is authorized to sign the Form 8038-G on behalf of the Issuer and deliver it to Special Tax Counsel for filing with the IRS.

(b) *Single Issue.* No other debt obligations of the Issuer: (1) are being sold within 15 days of the execution and delivery of the Lease Agreement, (2) are being sold under the same plan of financing as the Lease Agreement, and (3) are expected to be paid from substantially the same source of funds as the Lease Agreement (disregarding guarantees from unrelated parties, such as bond insurance).

For confirmation by the Issuer ^{**(c)} *Bank Qualification.* The Issuer designates the Lease Agreement as a “qualified tax-exempt obligation” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipate that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, will not exceed \$10,000,000; and

(2) The Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease Agreement is executed and delivered, including the Lease Agreement, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease Agreement as a “qualified tax-exempt obligation” will not be adversely affected. ^{**]}

(d) *No Federal Guaranty.* The payment of rental payments under the Lease Agreement are not, and the Issuer will not permit the payment of rental payments under the Lease Agreement to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(e) *Hedge Bonds.* The Issuer reasonably expects that at least 85% of the net sale proceeds (the sale proceeds of the Lease Agreement less any sale proceeds invested in a reserve fund) of the Lease Agreement will be used to carry out the governmental purpose of the Lease Agreement within 3 years after the Closing Date, and not more than 50% of the proceeds of the Lease Agreement will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(f) *Registration Requirement; Record Owner.* The Issuer will maintain or cause to be maintained a record of the owner(s) of the Lease Agreement and the person/entity entitled to the receipt of the interest portions of rental payments under the Lease Agreement. Transfer of ownership of the Lease Agreement is effective only if entered in these records.

(g) *Reliance.* The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease Agreement and the exclusion from federal gross income of the interest portion of payments payable by the Issuer under the Lease Agreement.

(h) *Enforceability.* If any provision in this Tax Agreement or in the Lease Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Agreement, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the Issuer.

CITY OF IOWA COLONY, TEXAS

By: _____
Name: Robert Hemminger
Title: City Manager

EXHIBIT A
AMORTIZATION SCHEDULE AND CALCULATION OF
WEIGHTED AVERAGE MATURITY AND YIELD ON THE LEASE AGREEMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT B
IRS FORM 8038-G

[Post Closing Item -- To be prepared and filed by Gilmore & Bell.]

EXHIBIT C

**DESCRIPTION OF PERSONAL PROPERTY
EXPECTED TO COMPRISE THE FINANCED ASSETS**

Description of Financed Assets:

The Financed Assets consists of all personal property acquired and installed pursuant to the terms of a Job Order Contract dated as of _____, 2023, between the Issuer and Performance Services, Inc., including the acquisition and installation of (a) approximately 3,268 water meters and related advanced metering infrastructure improvements at various locations throughout the City of Iowa Colony, Texas (the “City”), and other areas served by the City’s water department and (b) two Monopole telecommunication towers and related gateways installed thereon.

The estimated average economic life of the Financed Assets is not less than 20 years, and the Issuer expects the Financed Assets to be placed in service in 20__.

Sources and Uses of Funds:

The overall financing sources and uses of the Lease Agreement are expected to be as follows:

Source:

Lease Agreement Proceeds.....	<u>\$3,483,325.48</u>
Total Sources:	<u>\$3,483,325.48</u>

Uses:

Acquisition and Installation of Financed Assets.....	\$3,295,045.00
Payment of Capitalized Interest during acquisition period	170,780.48
Costs of Issuance	<u>17,500.00</u>
Total Uses:.....	<u>\$3,483,325.48</u>

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Lease Agreement”) financing the Financed Assets: _____ This Annual Compliance Checklist is designed to cover that certain Public Property Finance Act Lease Purchase Agreement (the “Lease Agreement”) dated as of October 4, 2023, entered into by and between the City of Iowa Colony, Texas, as lessee, and First Security Finance, Inc., as lessor

Placed in service date of Financed Assets: _____

Financed Assets: _____

Name of Compliance Officer: _____

Period covered by request (“Annual Period”): _____

Item	Question	Response
<p>1 Ownership</p>	<p>For federal income tax purposes, were all of the Financed Assets owned by the Issuer for federal tax purposes during the entire Annual Period?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?</p> <p style="text-align: center;">If Yes, include a copy of the Opinion in the Tax Compliance File.</p> <p style="text-align: center;">If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2 Use of the Financed Assets</p>	<p>During the Annual Period, was any Financed Asset used by a Non-Qualified User pursuant to a lease agreement or similar use agreement or arrangement, management or service agreement or any other agreement granting the Non-Qualified User special legal rights to use any Financed Asset?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?</p> <p style="text-align: center;">If Yes, include a copy of the Opinion in the Tax Compliance File.</p> <p style="text-align: center;">If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3 Arbitrage & Rebate</p>	<p>1. Were the proceeds of the Lease Agreement spent in accordance with the following schedule? (a) at least 15% within 6 months from the Closing Date; (b) at least 60% within 12 months from the Closing Date; and (c) 100% within 18 months from the Closing Date.</p> <p>2. Has the Issuer established a fund or account to make rental payments under the Lease Agreement or has the Issuer established a segregated portion of investments in an account to make rental payments under the Lease Agreement?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If the answer to question 1 above is “No,” or the answer to question 2 above was “Yes,” contact Special Tax Counsel to determine if an arbitrage rebate or yield restriction calculation must be completed.</p> <p>Include a description of Special Tax Counsel’s advice in the Tax Compliance File. If an arbitrage rebate or yield restriction calculation is prepared, include a copy of the report in the Tax Compliance File.</p>	

By: _____
Compliance Officer

Date Completed: _____

LESSEE’S CLOSING CERTIFICATE

Re: Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023 (the “Agreement”), between First Security Finance, Inc., as lessor (the “Lessor”), and the City of Iowa Colony, Texas, as lessee (the “Lessee”)

We, the undersigned, the duly appointed, qualified and acting City Manager and City Secretary, respectively, of the City of Iowa Colony, Texas (the “Lessee”), do hereby certify as follows:

Section 1. The Lessee did, at a meeting of the governing body of the Lessee held September 18, 2023, by motions duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of (a) the Job Order Contract between the Lessee and Performance Services, Inc (the “Vendor Contract”), and (b) the above-referenced Agreement and related escrow agreement and tax agreement on the Lessee’s behalf by the following named representative of the Lessee:

<u>Robert Hemminger</u>	<u>City Manager</u>	
Printed Name	Title	Signature

The Vendor Contract, the Agreement and the related escrow agreement and tax agreement are collectively referred to herein as the “Lessee Documents”.

Section 2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

Section 3. At the meeting described in Section 1 above, the representative of the Lessee named above and the officers or employees of the Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of the Lessee for the Lessee Documents (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Section 4. The representatives of the Lessee who signed the resolution) held at the time of such authorization and hold at the present time the offices designated therein.

Section 5. The meeting of the governing body of the Lessee at which the Lessee Documents were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the actions approving the Lessee Documents and authorizing the execution thereof have not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution or other documents constituting such official actions.*

Section 6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Section 7. All insurance required in accordance with the Agreement is currently maintained by the Lessee.

Section 8. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated

by the Agreement or the interest of the Lessor or its assigns, as the case may be, in the Personal Property (as defined in the Agreement).

Section 9. The Personal Property (as defined in the Agreement) has not been the subject of a referendum that failed to receive the approval of the voters of the Lessee within the preceding four years.

Section 10. The correct billing address for payments under the Agreement is as follows:

City of Iowa Colony, Texas
12003 Iowa Colony Boulevard
Iowa Colony, TX 77583
Attention: City Manager

Date: October 4, 2023.

CITY OF IOWA COLONY, TEXAS

By: _____
Name: Robert Hemminger
Title: City Manager

By: _____
Name: Kayleen Rosser
Title: City Secretary

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION
(per Section 5)**

[Lessee to provide a signed copy of resolution authorizing
the Lessee Documents.]

ESSENTIAL USE CERTIFICATE

October 4, 2023

First Security Finance, Inc.
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023, between the City of Iowa Colony, Texas, as lessee (“Lessee”), and First Security Finance, Inc., as lessor (“Lessor”) (the “Agreement”)

Ladies and Gentlemen:

I, Robert Hemminger, a duly elected, appointed, or designated representative of the City of Iowa Colony, Texas (“Lessee”), am qualified to answer the questions set forth below regarding the Personal Property to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Personal Property?*

2. *What increased capabilities will the Personal Property provide?*

3. *Why is the Personal Property essential to your ability to deliver governmental services?*

4. *Does the Personal Property replace existing personal property?
(If so, please explain why you are replacing the existing personal property)*

5. *Why did you choose this specific Personal Property?*

6. *For how many years do you expect to utilize the Personal Property?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

CITY OF IOWA COLONY, TEXAS

By: _____
Name: Robert Hemminger
Title: City Manager

OPINION OF LESSEE'S COUNSEL
(Validity Opinion)
(Please furnish on letterhead.)

October 4, 2023

First Security Finance, Inc.
 First Security Center
 521 President Clinton Ave., Ste. 800
 Little Rock, AR 72201

Re: Public Property Finance Act Lease Purchase Agreement dated as of October 4, 2023 (the "Agreement"), between First Security Finance, Inc., as lessor (the "Lessor"), and the City of Iowa Colony, Texas, as lessee (the "Lessee")

Ladies and Gentlemen:

As legal counsel to the Lessee, I have examined (a) an executed counterpart of the above-referenced Agreement which, among other things, provide financing for the purchase by the Lessee of the Personal Property described therein, (b) an executed counterpart of the Escrow Agreement, dated as of October 4, 2023 (the "Escrow Agreement"), among the Lessor, the Lessee and Bank OZK, as escrow agent, (c) an executed copy of the Lessee's Federal Tax Agreement, dated the date hereof (the "Tax Agreement"), (d) an executed counterpart of the Job Order Contract dated as of _____, 20__, between Lessee and Performance Services, Inc. (the "Vendor Contract"), (e) an executed copy of the resolution of the Lessee which, among other things, authorized the Lessee to execute the Agreement, the Escrow Agreement, the Tax Agreement and the Vendor Contract (collectively, the "Lessee Documents"), and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. The Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. The Lessee has the requisite power and authority to purchase the Personal Property and to execute and deliver the Lessee Documents and to perform its obligations thereunder.
3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Lessee, and the Lessee Documents are valid and binding obligations of the Lessee enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the Lessee Documents and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of the Lessor or its assigns, as the case may be, in the Personal Property.
6. The Personal Property constitutes personal property and when subjected to use by the Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the Lessee Documents by the Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Agreement. The Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

**OPINION OF SPECIAL COUNSEL TO LESSOR (TAX OPINION)
AND ISSUE PRICE CERTIFICATE FROM LESSOR**

[To be prepared by Gilmore & Bell.]

JOB ORDER CONTRACT

[Signed copy to be provided by Lessee and Vendor to Lessor prior to Closing Date.]

EVIDENCE OF INSURANCE

INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

[To be provided by Lessee prior to disbursement of money from the Acquisition Fund for payment of costs of the Personal Property.]

PAYMENT AND PERFORMANCE BONDS

**PAYMENT AND PERFORMANCE BONDS RESPECTING THE PERSONAL PROPERTY, INCLUDING
DUAL OBLIGEE RIDER SHOWING THE FOLLOWING PARTY AS AN ADDITIONAL OBLIGEE:**

First Security Finance, Inc. and its successors and assigns
First Security Center
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

*[To be provided by Vendor prior to disbursement of money from
the Acquisition Fund for payment of costs of the Personal Property.]*

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Gilmore & Bell.]

LESSEE'S FORM W-9

[Signed Form W-9 to be provided by Lessee.]

TEXAS ETHICS COMMISSION FORM 1295 FILINGS

- A. Respecting the Job Order Contract (filed by the Vendor).
- B. Respecting the Public Property Finance Act Lease Purchase Agreement (filed by the Lessor).

[To be filed by the Vendor and the Lessor, as applicable.]

FUNDING MEMORANDUM

[To be prepared by Lessor.]

**CITY OF IOWA COLONY
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, NOMINATING
CANIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
BRAZORIA COUNTY APPRAISAL DISTRICT**

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2024, and extending through December 31, 2025; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors;

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

SECTION 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

SECTION 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2024.

Name & Address: _____

Name & Address: _____

Name & Address: _____

Name & Address: _____

Name & Address: _____

SECTION 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 14, 2023.

PASSED AND APPROVED ON THIS 18th DAY OF SEPTEMBER 2023.

CITY OF IOWA COLONY

Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 13.

MEMBERS OF THE BOARD

Bobby Brown
Kristin Bulanek
Tommy King
Gail Robinson
George Sandars
Susan Spoor

CHIEF APPRAISER

Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

September 1, 2023

Mr. Robert Hemminger
City Manager of Iowa Colony
12003 County Road 65
Iowa Colony, TX 77583

Dear Mr. Hemminger,

In reference to the selection of the Appraisal District Board of Directors, each voting taxing unit in Brazoria County nominates **by resolution**, up to five candidate(s) to fill the five (5) positions of the Board of Directors. These nominations (names and addresses) must be submitted to the Chief Appraiser before **October 15, 2023**. (See Step 1 on Calendar)

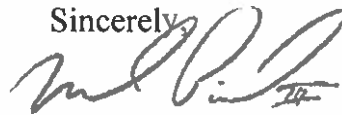
Enclosed is a list of the current board members with space to add different nominees if your board chooses to. (Nominate up to a total of five candidates)

Your 2022 total tax levy was **\$ 4,886,646**. This tax levy has entitled your taxing unit to **23** votes for the five (5) directors to be appointed to the Brazoria County Appraisal District.

The voting process will begin before October 30, 2023 once all nominations have been received.

Please address all submissions to Marcel Pierel, Chief Appraiser, at the above address, or you may email submissions to mpierel@brazoriacad.org or fax to 979-849-7984.

Sincerely,



Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 13.

MEMBERS OF THE BOARD

Bobby Brown
Kristin Bulanek
Tommy King
Gail Robinson
George Sandars
Susan Spoor

CHIEF APPRAISER

Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

M E M O

To: All Voting Taxing Units
From: Marcel Pierel III, Chief Appraiser
Subject: 2023 Board of Directors Election For
Years 2024 – 2025
Date: September 1, 2023

Your taxing unit participates in selecting members of the Brazoria County Appraisal District’s Board of Directors.

The board is composed of five members who serve two-year terms, all of which expire December 31, 2023.

If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a non-voting director.

This memorandum sets out the process of selecting directors for the two-year term that begins January 1, 2024.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

Selection Procedures

The procedures for selecting members of the board of directors for the two-year term beginning on January 1, 2024 are as follows:

Step 1 --- Nomination

Before **October 15, 2023**, the voting units must **adopt a resolution nominating** up to five candidate(s) by formal action. The presiding officer of the voting unit must submit the nominees **name(s) and addresses** to the Chief Appraiser.

September 1, 2023

Step 2 -- Election

Before **October 30, 2023**, the Chief Appraiser will prepare and mail a ballot listing the nominees in alphabetical order by last name.

Before **December 15, 2023** each voting unit must cast its votes by **written resolution** naming the person or persons and the number of votes for whom it cast and submit a certified copy to the Chief Appraiser.

Ballots received by the Chief Appraiser after December 15, 2023 may not be counted.

The Chief Appraiser will count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2023. The Chief Appraiser also notifies all taxing units and all nominated candidates of the outcome. If a tie occurs, the Chief Appraiser must solve it through any method of chance.

To assist you in this process, I have enclosed the following:

1. A calendar that lays out the procedures and dates for conducting the 2023 election.
2. Letter showing the number of votes your entity is entitled to cast in the ballot after candidate nominations are received. (**See October 30 on the election calendar**).
3. A suggested form of resolution for the **nomination(s) of a candidate(s)** to the board of directors of the Brazoria County Appraisal District.

I would like to thank you in advance for your help in carrying out this important task and I invite your questions or comments on the board selection process. Please do not hesitate to call me.

Enclosures (3)



**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS
FOR YEAR 2023**

Mr. Bobby Brown
West Columbia, TX

Ms. Kristin Bulanek
Tax Assessor-Collector

Mr. Tommy King, Chairperson
Alvin

Ms. Gail Robinson
Lake Jackson

Mr. George Sandars, Secretary
Pearland

Ms. Susan Spoor, Vice-Chairperson
Angleton

**BRAZORIA COUNTY APPRAISAL DISTRICT
2023 BOARD OF DIRECTORS ELECTION CALENDAR**

Before Oct. 1
(Sep. 1, 2023)

The chief appraiser notifies each voting taxing unit of the process for the election of the Board of Directors and the number of votes it is entitled to cast.

Each voting unit may nominate one candidate for each position to be filled. Since the board of directors consists of five members, **the unit may nominate up to five candidates.**

Before Oct. 15

The presiding officer of the unit submits the **names and addresses** of the nominees **by written resolution** to the chief appraiser.

Before Oct. 30

The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.

Before Dec. 15

Each voting unit cast votes for any of the candidates on the ballot and submits to the chief appraiser **by written resolution**. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

Before Dec. 31

The chief appraiser counts the votes and certifies the five candidates who received the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all nominated candidates of the outcome.

If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ESTABLISHING A FEE SCHEDULE; SUPERSEDING PRIOR FEE SCHEDULES; PRESERVING OTHER OR DIFFERENT FEES; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

SECTION 1. The attached City of Iowa Colony Fee Schedule is hereby adopted and ordained, and the fees therein stated are hereby established and required to be paid. Any reference in any other ordinance, policy, or other source to a fee schedule or fee ordinance of the City shall refer to this ordinance and the schedule hereby adopted.

SECTION 2. This ordinance supersedes any prior fee schedules of the City of Iowa Colony, Texas. However, this ordinance shall not impair, supersede, or excuse any other or different fees not listed in the attached fee schedule.

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

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

PASSED AND APPROVED ON THE FIRST READING ON THE 18TH DAY OF SEPTEMBER, 2023.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF _____, 2023.

CITY OF IOWA COLONY, TEXAS

**By: _____
WIL KENNEDY, MAYOR**

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Iowa/Ordinance/Fee Schedule (9/18/2023)

SCHEDULE OF FEES

September 2023

COMMUNITY DEVELOPMENT

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

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

ENGINEERING	
DESCRIPTION	FEE
COMMERCIAL CIVIL PLAN REVIEW FEES	
\$0 - \$100,000	\$1,000
Over \$100,000.00	\$1,000 + (\$2.50/\$1,000 in value)
SUBDIVISION PLAN REVIEW FEES	
Water, Sewer, Drainage, & Paving	\$100 per lot (min \$1,000)
Detention & Drainage Facilities	Engineering Cost + 20%
PUBLIC INFRASTRUCTURE PLAN REVIEW FEES	
Water/Sewer/Storm Drainage	\$1,000 + \$0.50 per LF of Pipe
Paving	\$1,000 + \$2,000 per lane/mile
Plan Review Recheck Fee (after 2 reviews)	\$350
DRAINAGE REPORT REVIEW FEES	
0 - 100 Acres (up to 2 reviews)	\$3,500
> 100 Acres (up to 2 reviews)	\$3,500 + \$10 per ac. over 100 ac.
Duplicate Fees for Every Two Additional Reviews	
TRAFFIC IMPACT ANALYSIS	
Category I	\$250.00 (min required)
Category II	\$1,000
Category III	\$2,000
Category IV	\$3,000
RIGHT-OF-WAY PLAN REVIEW FEES	
Plan reviews for dry utilities work within ROW	\$250
OTHER PLAN REVIEW FEES	Engineering Cost + 25%

PRE-DEVELOPMENT (CONSULTATION/REVIEWS)	
DESCRIPTION	FEE
One to Ten Acres	\$1,000
More than Ten Acres	\$1,000 + \$50/acre over 10 (\$5k Max)

OTHER FEES	
DESCRIPTION	FEE
Use of Special Districts	See Special District Policy
Variance Request	\$1,000
Regional Parkland Dedication Fee	\$1,147 Per Dwelling Unit
Neighborhood Park Fee (in lieu of Dedication)	\$1,538 Per Dwelling Unit

CIVIL CONSTRUCTION PERMIT FEES	
DESCRIPTION	FEE
COMMERCIAL CIVIL SITE PERMIT	
\$0 - \$100,000	\$1,000
\$100,000.01 +	1% of value
SUBDIVISION PERMIT	
Water, Sewer, Drainage & Paving	\$1,000 + \$350 per lot
Detention & Drainage Facilities	Engineering Cost + 20%
PUBLIC INFRASTRUCTURE PERMIT	
Water/Sewer/Storm Drainage	\$1,000 + \$2/LF of Pipe
Paving	\$1,000 + \$8,000 per lane/mi
OTHER CIVIL PERMIT FEE	Engineering Cost + 25%

SCHEDULE OF FEES

September 2023

BUILDING PERMITS

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

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

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

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

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

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

SCHEDULE OF FEES

September 2023

BUILDING PERMITS

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

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

SCHEDULE OF FEES

September 2023

FIRE PREVENTION PERMITS

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

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

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

SCHEDULE OF FEES

September 2023

OTHER PERMITS

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

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

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

PUBLIC WORKS	
PERMIT TYPE	FEE
Culvert Per Crossing	\$150
Additional Culvert Crossings (each)	\$50
After Hours & Weekend Inspections	\$100 per hr (4 hr minimum)
WATER METER COST	
5/8" Meter	\$230
3/4" Meter	\$250
1" Meter	\$325
1 1/2" Meter	\$750
2" Meter	\$1,400
3" Meter	\$3,000
4" Meter	\$4,000
6" Meter	\$6,000
8" Meter	\$8,000
Meters larger than 8"	As quoted
ENDPOINTS	
With Meter	\$175
Replacement (Damaged)	\$225
2nd Replacement	\$400
3+ Replacement	\$750
DRIVEWAY PERMITS & INSPECTION FEE	
Commercial Property	\$500
Residential	\$150
Residential Additional Driveway (each)	\$50

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ADOPTING AN AMENDED MAJOR THOROUGHFARE PLAN; DESIGNATING VARIOUS TYPES OF STREETS; PROVIDING DEFINITIONS AND MINIMUM RIGHT OF WAY WIDTHS; PROVIDING THAT SPEED LIMITS ARE ADDRESSED BY OTHER ORDINANCES; RENAMING CERTAIN STREETS; PROVIDING A SAVINGS CLAUSE; REPEALING ORDINANCE 2020-06; PROVIDING FOR CONFLICTS BETWEEN LAWS, A SEVERANCE CLAUSE, AND AN EFFECTIVE DATE

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

SECTION 1. The City of Iowa Colony finds that a public hearing has been held concerning the subject matter of this ordinance, and that all requirements of law have been satisfied concerning the enactment of this ordinance.

SECTION 2. The City of Iowa Colony (“the City”) hereby adopts the Major Thoroughfare Plan attached hereto as Exhibit “A” and incorporated herein in full.

SECTION 3. The street names on Exhibit “A” hereto are hereby adopted, and the prior street names are hereby amended to the street names on Exhibit “A” hereto.

SECTION 4. The Major Thoroughfare Plan is hereby made a part of the Comprehensive Plan of the City.

SECTION 5. The super arterials, major arterials, minor arterials, major collectors, and minor collectors shown on the Major Thoroughfare Plan are hereby designated as those kinds of streets.

SECTION 6.a. Any reference in the Design Criteria Manual of the City to arterial streets shall apply to both minor arterial streets and major arterial streets.

SECTION b. Any reference in the Design Criteria Manual of the City to collector streets shall apply to both minor collector streets and major collector streets.

SECTION 7. The speeds stated on the Major Thoroughfare Plan are design speeds for construction of the roadways. Neither this ordinance nor the Major Thoroughfare Plan enacts or ordains any speed limit for vehicles.

SECTION 8. The street names in Ordinance No. 2015-08 shall remain in effect.

SECTION 9. This ordinance repeals and replaces Ordinance No. 2020-06 of the City. All other ordinances and portions of ordinances of the City shall remain in full force and effect.

SECTION 10. The remainder of the Comprehensive Plan and all ordinances of the City of Iowa Colony shall remain in full force and effect.

SECTION 11. In the event of a conflict of terms within this ordinance or between this ordinance and another ordinance, the more restrictive provision and the provision providing for the greatest right of way shall govern and control.

SECTION 12. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

SECTION 13. This ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of September, 2023.

CITY OF IOWA COLONY

By: _____
Wil Turner, Mayor

ATTEST:

Kayleen Rosser, City Secretary

EXHIBIT "A"
MAJOR THOROUGHFARE PLAN

LEGEND

MAJOR ARTERIALS

- MAJOR ARTERIALS TO BE WIDENED
- - - MAJOR ARTERIALS PROPOSED ALIGNMENT

MAJOR COLLECTORS

- MAJOR COLLECTORS TO BE WIDENED
- - - MAJOR COLLECTORS PROPOSED ALIGNMENT

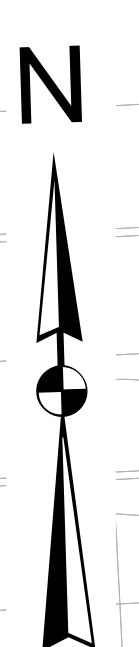
MINOR COLLECTORS

- MINOR COLLECTORS TO BE WIDENED
- - - MINOR COLLECTORS PROPOSED ALIGNMENT

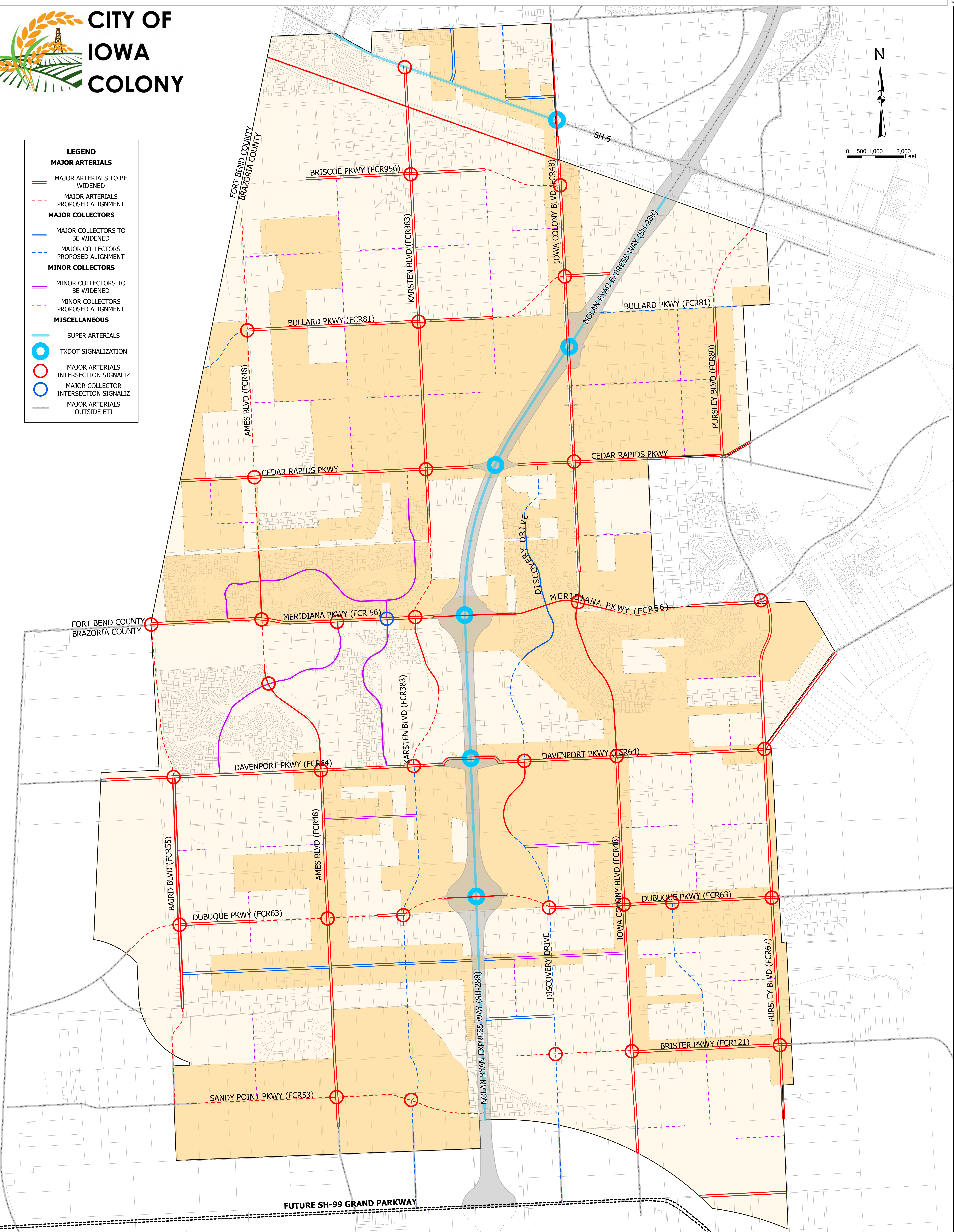
MISCELLANEOUS

- SUPER ARTERIALS
- TXDOT SIGNALIZATION
- MAJOR ARTERIALS INTERSECTION SIGNALIZ
- MAJOR COLLECTOR INTERSECTION SIGNALIZ
- MAJOR ARTERIALS OUTSIDE ETJ

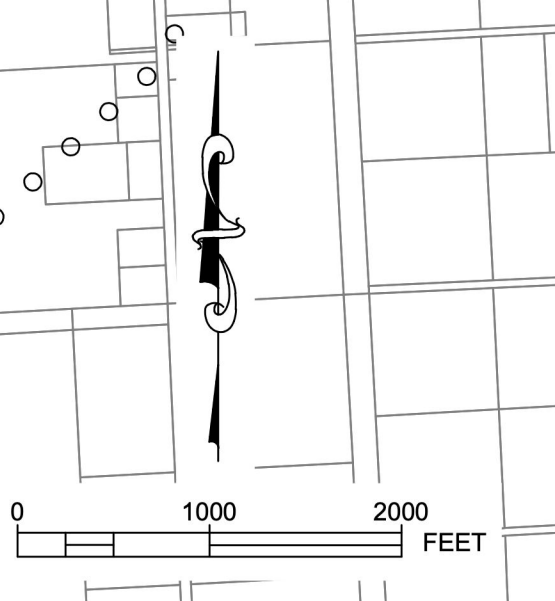
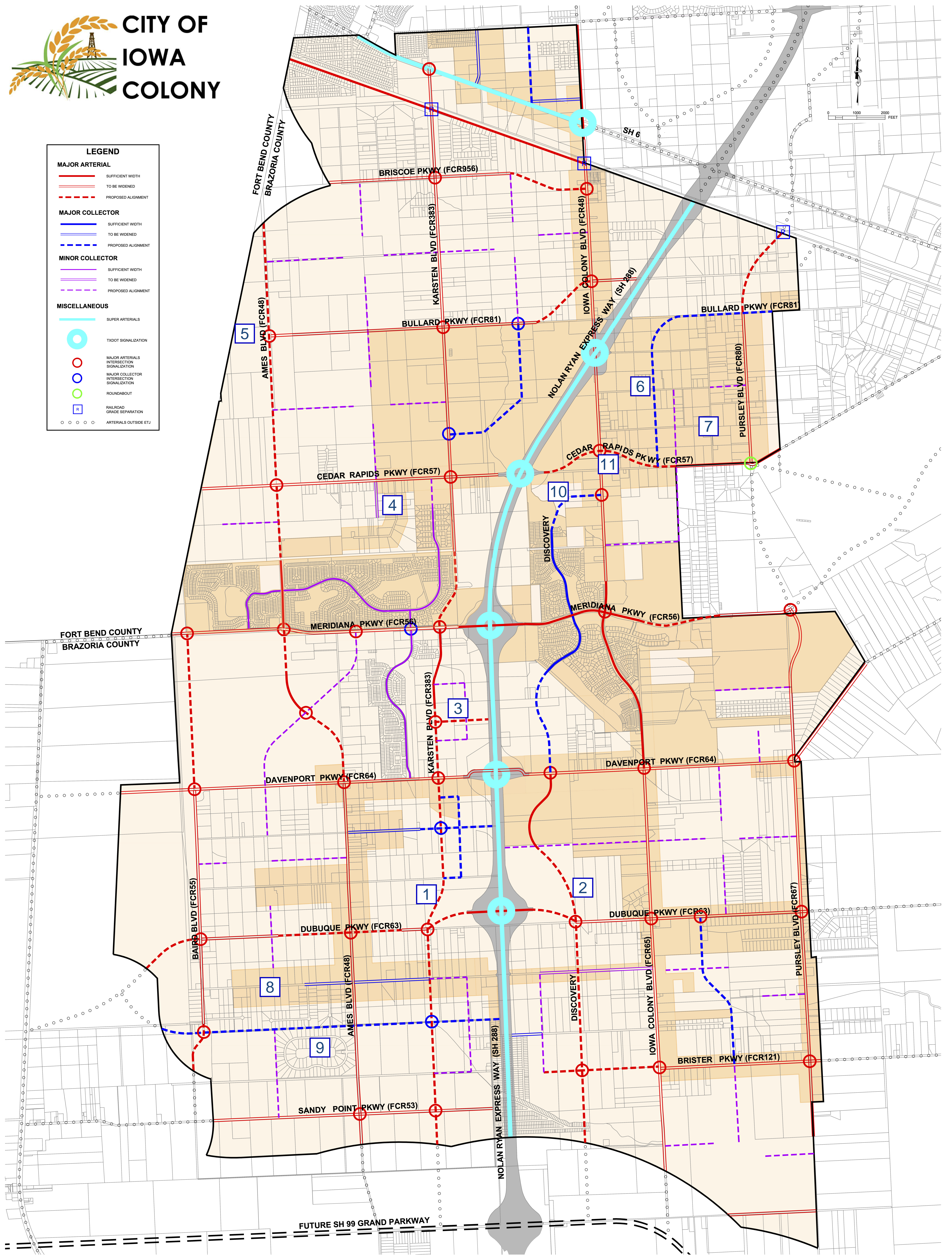
N



0 500 1,000 2,000 Feet



LEGEND	
MAJOR ARTERIAL	
	SUFFICIENT WIDTH
	TO BE WIDENED
	PROPOSED ALIGNMENT
MAJOR COLLECTOR	
	SUFFICIENT WIDTH
	TO BE WIDENED
	PROPOSED ALIGNMENT
MINOR COLLECTOR	
	SUFFICIENT WIDTH
	TO BE WIDENED
	PROPOSED ALIGNMENT
MISCELLANEOUS	
	SUPER ARTERIALS
	TXDOT SIGNALIZATION
	MAJOR ARTERIALS INTERSECTION SIGNALIZATION
	MAJOR COLLECTOR INTERSECTION SIGNALIZATION
	ROUNDABOUT
	RAILROAD GRADE SEPARATION
	ARTERIALS OUTSIDE ETJ



City of Iowa Colony
Summary of Revision to
Major Thoroughfare Update
September 2023

Item No. 1 – Karsten Blvd. – Downgrade to Major Collector from Davenport Pkwy. south to City ETJ line.

Item No. 2 – Discovery Blvd. – Downgrade to Major Collector from Alvin ISD south boundary to city ETJ line.

Item No. 3 – Karsten Blvd. – Realignment to connect to Davenport.

Item No. 4 – Minor Collector - Eliminate minor collector west Ruth Road from CR 57

Item No. 5 - Bullard Parkway (east)– Downgrade Bullard Parkway to Major Collector from Fort Bend County line to Ames Blvd. Bullard Parkway transition to minor arterial east of Ames Blvd.

Item No. 6 – Bullard Parkway - Eliminate curvature of Bullard Parkway to transition west to SH 288.

Item No. 7 – Colony Loop Road (CR 79) to be designated as minor collector.

Item No. 8 - CR 62 to be designated as major collector designation to be extended through Iowa Colony from Baird Blvd. to SH 288.

Item No. 9 – Major collector south of CR 62- Eliminate proposed major collector.

Item No. 10 – Realignment of Discovery Drive going north intersecting with Cedar Rapids east of SH 288.

Item No. 11 – Realignment of Cedar Rapids intersection at Iowa Colon Blvd.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING RULES OF PROCEDURE, A SOCIAL MEDIA POLICY, A WEBSITE POLICY, AND A CODE OF CONDUCT FOR CITY COUNCIL MEMBERS AND CERTAIN OTHER PERSONNEL, WITH RELATED PROVISIONS.

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

SECTION 1. The attached Rules of Procedure, Social Media Policy, Website Policy, and Code of Conduct of the City of Iowa Colony, Texas, (herein called “the Policies”) are hereby adopted and are incorporated herein in full.

SECTION 2. Without limiting the generality of the foregoing, Subsection II, A of the Policies is amended in the attached Policies to read as follows:

- A. **Regular City Council Meetings:** Regular City Council Meetings will be held on the third Monday of each month, except as otherwise herein provided. However, if the regular Council meeting date is a City holiday, then the regular meeting that month will be on the fourth Monday of the month. **However, the regular Council meeting on Monday, November 20, 2023, will be rescheduled by mutual agreement of the City Council and posted at least 72 hours before the meeting, pursuant to the Texas Open Meetings Act.** Meetings will begin at 7:00 P.M., unless previously adjusted by the Council, and will be held in the Council Chambers at the City Hall Building, unless previously adjusted per Section 3.09, City Charter.

SECTION 3. The Policies hereby adopted replace the Rules of Procedure, Social Media Policy, Website Policy, and Code of Conduct of the City of Iowa Colony, Texas adopted on August 16, 2021, and the Policies hereby adopted supplement any other prior policies or ordinances, by any name, of the City of Iowa Colony.

SECTION 4. If any part of this ordinance or the attached Policies, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED ON THE FIRST READING ON SEPTEMBER 18th, 2023.

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING
ON _____, 2023.

CITY OF IOWA COLONY

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER,
CITY SECRETARY

ATTACHMENT:

**RULES OF PROCEDURE,
SOCIAL MEDIA POLICY,
WEBSITE POLICY,
AND CODE OF CONDUCT
FOR
CITY OF IOWA COLONY**

Rules of Procedure
Social Media Policy
Website Use Policy
Code of Conduct

For



**Adopted by the Iowa Colony City Council
Latest Amendment: November 15, 2021**

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I. **POWERS, JURISDICTION, FUNCTIONS AND LIMITATIONS**

Except as otherwise provided under the City Charter, all legislation and other powers of the City are vested in the Council. The Council has the power to enact ordinances, resolutions, and other measures to carry out municipal functions involving the City's departments, divisions, offices, boards, commissions, officers, and employees (Section 3.07, City Charter).

Councilmembers have power and may exercise that power only when Council is in session. Councilmembers and the Council itself are not bound by any statement or action taken by individual members, City officials, or employees unless in accord with Council action. Individual Councilmembers shall not direct any City official or employee to perform services or take action related to City operations (Section 4.02b, City Charter). Only as a body does Council have power to direct City operations and that direction is executed through the City Manager.

Some specific Council functions include:

- a) Remove from office any office or position of employment in the city government, any officer or employee or member of any board or commission, unless that person-reports to the city manager.
- b) Establish, consolidate or abolish administrative departments.
- c) Adopt the budget of the city.
- d) Authorize the issuance of bonds by a bond ordinance.
- e) Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.
- f) Provide for any boards and commissions and appoint the members thereof. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by city ordinance, or by law.
- g) Adopt and modify the zoning plan and the building code of the city.
- h) Adopt and modify the official map of the city
- i) Adopt, modify and carry out plans for urban renewal and economic development.

- j) Adopt, modify and carry out plans proposed by the planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster.
- k) Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- l) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein, and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits.
- m) Set the salaries and compensation of the city officers and employees, within the budget, and except to the extent that the Council delegates that authority to the City Manager.
- n) May provide for sanitary garbage disposal and other public utilities, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges.
- o) Exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in Texas Transportation Code Chapter 313, or any applicable law, as now or hereafter amended.
- p) Compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the City of Iowa Colony.

(Section 3.07, City Charter)

The city council shall determine its own rules of procedure and may compel the attendance of its members. A majority of the qualified members of the city council shall constitute a quorum to do business and the affirmative vote of a majority of those qualified shall be necessary to adopt any ordinance or resolution. Minutes of the proceedings of all meetings of the city council shall be kept, to which any citizen may have access at all reasonable times, and which shall constitute one (1) of the archives of the city. The vote upon the passage of all ordinances and resolutions shall be taken by the "ayes" and "nays" and

entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be kept in the permanent records of the city, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the city secretary.

(Section 3.10, City Charter)

II. MEETINGS

- A. **Regular City Council Meetings:** Regular Council City Meetings will be held on the third Monday of each month unless the day falls on a City holiday. If such a conflict occurs, the meeting schedule may be adjusted to a date as soon as practical after the holiday. Meetings will begin at 7:00 P.M. (unless previously adjusted by Council action) and will be held in the Council Chambers at the City Hall Building (unless previously adjusted per Section 3.09, City Charter).
- B. **Special City Council Meetings:** Special meetings shall be called upon request of the Mayor, City Manager, or any two members of the Council with at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting. (Section 3.09, City Charter)
- C. **Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. Council Work Sessions generally will be held in the Council Chambers at the City Hall Building. Council Work Sessions may be called for any purpose at dates and times by the Mayor, City Manager or any two (2) Councilmembers upon at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting.
- D. **Between Regularly Scheduled City Council Meetings:** Councilmembers are to be informed of incidents involving the City that, in the judgment of the City Manager or City Attorney may require immediate consideration by the Council. A Council meeting may be the means required for conveying

information regarding these incidents. In addition, Councilmembers are to be informed at the onset of incidents which may eventually require budgetary or policy decisions by Council.

E. Public Notification of Meetings: The City Secretary will make public notice of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council in accordance with state open meeting requirements of such meetings or sessions. This public notice will include the date, time, place, and purpose for the meeting or session. This public notice will be done in the following manner:

1. Posting of the public notice at the City Hall building.
2. Posting of the public notice on the City of Iowa Colony official website.
3. Posting of the public notice on the City of Iowa Colony official social media accounts (if any). Posting on social media will have no legal impairment or effect on the public notice statutes.
4. Distribution of the public notice by email via the Internet through an electronic distribution list maintained by the City Secretary that includes media outlets and individual members of the public who have requested notification in advance (see below).

The public may also obtain notice of the date, time, place, and purpose of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council by contacting the Office of the City Secretary.

Any person may obtain advance notification of all Council and boards and committee meetings by signing up on the City's website.

F. Executive Session Meetings: Meetings in Executive Session shall be closed, private, and confidential; and shall be held in accordance with 551, Subchapter D Texas Government Code. These meetings are to be noted on the agenda of regular or special meetings, when practicable. Any individual Councilmember may motion that Council recess to Executive Session when circumstances are such that satisfactory answers or useful discussion may be provided only in Executive Session. A motion, to include the general purpose of the Executive Session as specified in Texas Revised Code 121.22 and passed

by a majority or unanimous vote (depending on the purpose of the Executive Session), is required for Council to recess to Executive Session if it not otherwise specified on the agenda.

All other Council meetings must also comply with the requirements of Texas Revised Code Section 121.22 as described above.

Minutes of the Executive Session discussions shall not be kept. Neither shall any participant record the proceedings of the any Executive Session by any electrical or mechanical device.

The minutes of the Regular City Council Meetings or Special City Council Meetings, as well as Council Work Sessions and other Council meetings, should reflect the general subject matter of discussion held in Executive Session authorized under Division G of the Section 121.22 of the Texas Revised Code. In addition, the aforementioned minutes should reflect the vote on the motion to go into Executive Session and the commencement and termination times of the Executive Session meeting.

Discussion in Executive Session is confidential. No participant shall compromise the confidentiality of an Executive Session.

- G. Pre-Meeting Information:** Three (3) business days prior to scheduled City Council Meetings, Council Work Sessions, or other Council meetings, Councilmembers are to be furnished a meeting packet with information germane to the meeting agenda items. This meeting packet will include background information on the agenda items and/or copies of proposed ordinances and resolutions, historical information, and any additional relevant information on the agenda items. The agenda will normally be finalized on the Thursday immediately preceding each meeting; however, proposed agenda items must be submitted to and approved by the City Manager on the Monday immediately preceding each meeting by 5:00 P.M. The City Attorney will also be provided all of this information to allow for proper legal review.
- H. Recesses and Adjournments:** City Council Meetings, Council Work Sessions, or other Council meetings may be adjourned or recessed to another time, date in accordance with the Open Meetings Act. Short recesses (5-15 minutes) may be designated by the Presiding Officer during regular or special meetings without a vote of Council. Other recesses require a simple majority vote of Council. With no objection from the Council, the Presiding Officer may adjourn the meeting without a vote.

I. Presiding Officer: The Mayor presides over Regular City Council Meetings, Special City Council Meetings, Council Work Sessions, or other Council meetings; however, in the absence of the Mayor, the Mayor Pro Tem presides (Section 3.05b, City Charter). In the absence of the Mayor and the Mayor Pro Tem or at the discretion of the Mayor or Mayor Pro Tem, the Council may elect a Councilmember to serve as Presiding Officer for that meeting provided a Council quorum is present. The Mayor is a member of Council and has voting rights on all issues in Regular City Council Meetings or Special City Council Meetings. The Mayor Pro Tem serves as a Councilmember with all voting and other rights accorded that position. (Section 3.05, City Charter)

J. Quorum and Majority Votes:

1. **Quorum:** A majority of qualified members of the City Council shall constitute a quorum for the purpose of transaction of business. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the City Council present and qualified to act. (Section 3.09, City Charter).
2. **Majorities:** Majorities are based on the total number of Councilmembers, including the Mayor who may vote, holding office (not simply those present). Therefore, majorities are calculated, in normal situations, using the number seven (7) as denominator. Thus, four (4) constitutes a simple majority, five (5) a two-thirds (2/3) majority, and six (6) a three-fourths (3/4) majority.

K. Attendance, Absences, and Removals: Councilmembers are required and expected to attend all Regular City Council Meetings and Special City Council Meetings. Absences from Council meetings may be excused for reasonable cause. All absences from meetings will be communicated through the City Secretary's Office. For the official record purposes, a motion of Council to excuse a member's absence must be passed by a simple majority vote.

If any member of the City Council is absent from three (3) consecutive regular meetings, without explanation acceptable to a majority of the remaining members of the City Council, his or her office shall be deemed and declared vacant by resolution at the next regular meeting of the City Council. The City Council shall convene a public hearing before exercising its authority under this provision and permit the Council member to be heard regarding absences. (Section 3.06 City Charter).

A Councilmember or the Mayor may be expelled from a Council meeting for disorderly conduct or violation of the Rules of Council by a vote of a two-thirds (2/3) majority of Councilmembers. Expulsions are considered unexcused absences.

L. Agendas:

1. **Preparation:** The City Manager shall prepare or designate an appropriate department head or City employee to prepare items for inclusion in the official agenda of all City Council meetings and meetings of all boards and commissions. The City Manager may also solicit input from Councilmembers and the Mayor for the agendas for future Council meetings. Any two (2) Councilmembers may also compel an item to be placed on the agenda for Council Work Sessions as described under Section II, C. of this document.
2. **Review:** Council may be previously apprised and informed of all proposed legislation/motions and/or other matters of significance on the agendas through Council Work Sessions, other Council meetings, or written communications from the City Manager or the City Secretary (except for emergency situations) or as otherwise determined by Council.
3. **Format**
 - A. Regular City Council Meetings of Council will follow this format unless changed by any five (5) Councilmembers:
 1. Call the Meeting to Order
 2. Pledge of Allegiance (US and Texas flags)
 3. Invocation (as appropriate)
 4. Special Presentations/Announcements *
 5. Citizens Comments
 6. Council Comments and Reports
 7. Staff Reports
 8. Regular Agenda

9. Consent Agenda for ordinance second readings (as appropriate)
10. Consent Agenda for other items
11. Executive Session
12. Post Executive Session agenda items
13. Adjournment

* Usually reserved to accommodate departments, non-profit or citizen groups whose purpose is to make a short, formal presentation or receive a proclamation.

** Citizens wishing to reserve time to speak must complete a Citizens Comments Request.

B. Council Work Sessions will normally follow this format:

1. Call the Meeting to Order
2. Citizen Comments **
3. Work Session Topics of Discussion
4. Executive Session
5. Adjournment

** Citizens wishing to reserve time to speak must complete a Citizens Comments Request.

M. Public Participation at Meetings: The Presiding Officer (Mayor or Mayor Pro Tem) of Regular or Special City Council Meetings, Council Work Sessions, or other Council meetings will recognize persons requesting to be heard. If the topic to be discussed is not on the agenda, it may not be discussed under Citizens Comments (in accordance with Open Meetings statutes). Members of the public desiring to speak at Regular City Council Meetings and Special City Council Meetings must request time using the Citizens Comments Request form. Members of the public desiring to speak at Council Work Sessions or other Council meetings must request time using the Citizens Comments Request form. Citizens granted time to speak may do so following recognition by the Presiding Officer. Individuals wishing to speak

are asked to abide by the following procedures:

1. Wait to speak until recognized by the Presiding Officer.
2. Approach the podium and state your name and address.
3. Address remarks to the Presiding Officer.
4. Limit comments to subject under discussion (if speaking on an agenda item).
5. Limit comments to three (3) minutes.
6. Avoid complaints and/or remarks directed against individual employees or Councilmembers. (These types of complaints and/or remarks will be ruled out of order by the Presiding Officer and should be handled instead through the proper procedures for filing complaints).

Public statements on agenda items by other than properly registered or properly recognized citizens will generally not be allowed during the discussion and/or decision of such agenda items. Public statements will be accepted during public hearings, citizens' comments agenda time, and at other times as allowed by the Presiding Officer.

- N. **Minutes:** The minutes shall record actions taken at the meeting and shall not be a verbatim transcript of what is said at the meeting. Council may, by a simple majority vote, direct that more detailed minutes be kept for all or part of a meeting.
- O. **Councilmember Decorum:** During all official meetings of the Council, whether Committee Meetings, Council Work Sessions, Regular City Council Meetings, or Special City Council Meetings, the members of Council in attendance will represent the City in a professional manner by directing their comments to the business of the Council and the policy implications of such business. Members are encouraged to dress at the meetings in a manner that respects the office, the institution, and the people present.

Disparaging comments about a specific member of Council's personhood, political affiliations, or matters of a personal nature will be ruled out of order by the Presiding Officer. For repeated offenses, the Presiding Officer shall put the question of whether the offender shall be removed from the meeting which

shall be determined by a vote of three-fourths (3/4) of Councilmembers then present (excluding the offender) without debate.

In no way is this section designed to eliminate the natural and appropriate disagreement or communication of such disagreements between Councilmembers on particular views, positions, directions, or political and/or philosophical positions of individual Councilmembers. Additionally, this section is not designed to limit any First Amendment rights of individual Councilmembers in their private or political capacities outside of official City meetings.

III. LEGISLATION

- A. **The Legislative Process:** Actions of the Council are by ordinance, resolution, or motion. A motion is used to make or approve appointments of personnel, to conduct the business of Council in procedural matters, to conduct elections required by Council, and for other similar matters provided by the Charter. All motions of Council require seconds. Voting records by individual Councilmembers on each item voted on are to be kept by the City Secretary.

Article 3 of the City Charter prescribes procedures that must be adhered to in regard to legislation. The City Attorney assures that any proposed legislation fulfills all legal requirements.

- B. The City Council shall legislate by ordinance only, and the enacting clause of every ordinance shall be “Be it ordained by the City Council of the City of Iowa Colony, Texas...” Each proposed ordinance shall be introduced in the written or printed form required for adoption. Each ordinance shall contain a title or caption that identifies the subject(s) addressed in the ordinance. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Copies of any proposed ordinance, in the form required for adoption, shall be furnished timely to the City Council. Copies of the proposed ordinance, in the form required for adoption, shall be available at the City offices and shall be furnished to the public upon request to the City Secretary from and after the date on which such proposed ordinance is posted as an agenda item for a City Council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the City Council.
- C. Unless otherwise required by law, every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every

ordinance imposing any penalty, fine or forfeiture shall become effective only after the caption has been published once after adoption, in a newspaper designated as the official newspaper of the City.

Emergency Legislation: The conditions for emergency ordinances shall comply with the provisions of Section 3.10.d.3 of the City Charter.

- D. **Copies of Ordinances and Resolutions:** The City Secretary shall provide copies of ordinances and resolutions adopted by Council to persons requesting such copies. Copies of proposed ordinances and resolutions shall also be provided to persons requesting such copies. The City Secretary shall charge the established rate in the Iowa Colony Public Records Policy for such copies. Per the Charter, copies shall be provided on the website.

IV. **MOTIONS**

Unless there is a conflict with these Rules of Council or the City Charter, Roberts Rules of Order will be used as general guidance during Council meetings. The following specific procedures shall be followed during Council meetings:

Motion to Reconsider: Motions to reconsider an approved item must be made before adjournment of that session of Council for those items of legislation that are effective immediately; motions to reconsider other legislation must be made prior to the close of the next following regular meeting of Council. A motion to reconsider may be made only by a Councilmember who voted with the prevailing side. A motion to reconsider, being laid on the table, may be taken up and acted upon at any time when the Council is engaged in the transaction of other business. No motion to reconsider may be made more than once on any matter and the same number of votes is required to reconsider the action of Council as was required to pass or adopt the matter (**requires majority vote**).

V. **COUNCIL WORK SESSIONS/COMMITTEES**

- A. **Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not typically utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. The Council Work Sessions shall consist of the Mayor and all of the Councilmembers. Council Work Sessions shall be supported by the City Attorney, and City Staff as directed by the City Manager.

All Council Work Sessions shall comply with the requirements of Texas Revised Code Section 121.22 under Texas's Open Meetings Act.. It shall be

the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy of all meeting notices, information, and minutes in the Office of the City Secretary's records.

- B. Special Committees:** The Mayor may appoint temporary special committees, unless objected to by Council, as may be appropriate to gather information, conduct surveys, make findings and recommendations on proposed legislation, or perform other specified tasks. The work of the special committees shall be confined to specific assignments and these committees shall have only the authority granted by Council. These special committees shall be temporary and terminate upon presentation of their final reports to the Council. All special committees appointed by the Mayor shall be advisory only. The Mayor shall be a non-voting ex-officio member of all special committees. A Special Committee Chair will be elected by the members of the special committee to act as the Presiding Officer of meetings of the special committee. The Special Committee Chair shall advise the Mayor of all committee meetings at the same time that members are notified of such meetings.

All special committee/subcommittee meetings shall comply with the requirements of Texas Revised Code Section 121.22 under the Texas's Open Meetings Act. It shall be the responsibility of each such Chair to advise the Office of the City Secretary of all scheduled meetings so that public notice can be given. It shall also be the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy all meeting notices, information, and minutes in the Office of the City Secretary's records.

- C. Council Appointments to Outside Committees:** For those Councilmembers selected to serve as individual representatives of City Council on outside committees or organizations, ongoing reports shall be provided to City Council in a timely manner. Representation of City Council on outside committees or organizations should be made by a motion of Council and approval by a simple majority vote of Council.

VI. COMPENSATION ANDEXPENSES

Councilmembers shall be reimbursed their actual expenses incurred in the performance of authorized travel on official business of the City for approved training seminars, conferences, etc. Policies for reimbursement of employee expenses will also be utilized by elected officials. The mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) for Council

must first be approved by the Mayor before such expenses are reimbursable. The Mayor's mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) must first be approved by the Mayor Pro Tem before such expenses are reimbursable. Those who use a personal vehicle during authorized travel will be reimbursed at the same rate as that authorized for City employees. Travel vouchers requesting reimbursement for approved travel expenses shall be submitted to the Office of the City Secretary after approval by the Mayor (or Mayor Pro Tem for the Mayor's travel expenses) for processing by the Finance Department.

VII. IN-SERVICE TRAINING

The Mayor and Councilmembers may avail themselves of educational opportunities by attendance at professional meetings, conferences, educational institutions, and purchases of information that enhance a Councilmember's ability to perform Council duties. The Finance Department will process payment for any advance registration expenses and councilmembers shall be reimbursed for any other expenses.

VIII. CITY ATTORNEY AND OTHER LEGAL COUNSEL

No legal services shall be performed by the City Attorney except as authorized by the City Charter and City Council, or as requested by the City Manager, and Senior City Staff. City Council, through the Council Work Sessions or any other Council meetings as determined by City Council, shall be responsible for administration and management of the City Attorney. All administrative matters involving the City Attorney shall be brought before the appropriate Council meeting including the Council Work Session. Conflicts of interest shall be resolved between City Attorney and City Council through the appropriate Council meeting including the Council Work Sessions.

The City Attorney shall attend all Council meetings, including Executive Sessions, unless unable to do so because of a conflict in court scheduling or other business related to the conduct of official business, unless excused by the City Manager. The City Attorney shall attend meetings of other City bodies when, in the City Attorney's judgment, the subject matter at those meetings is such that a presence is required or appropriate. The chairs of City boards, committees, and commissions generally should request, through the City Manager or applicable senior staff, the attendance of the City Attorney at any meetings, if necessary. Communication will also be forwarded to City Council by the City Manager regarding the attendance of the City Attorney regarding such meetings.

Preliminary drafts of legislation should be submitted to the City Attorney for review as part of the legislative process established in these Rules of Procedure. In addition, the City Attorney will draft legislation at the specific direction of the City Manager, the City Secretary, or from Council meetings and shall review all legislation for legal form and propriety.

The City Attorney will provide Council, the City Manager, and the City Secretary with copies of each significant legal document issued; however, entire briefs, etc. too bulky for reproduction will not be reproduced in their entirety except upon request or will be provided in electronic format.

The Council may employ additional legal counsel to provide supplemental legal services and to represent the City. These services are to be paid for from the City's legal budget or other accounts developed for that purpose.

IX. COUNCIL/ADMINISTRATION COMMUNICATIONS

Official communications between Council or its individual members and City officers and employees are to be conducted through the City Manager.

Requests to the City Manager for routine information, which involve minimal extra work by City Staff, can be handled without approval of Council as a whole (for example; a copy of existing information, brief project status reports, opinions, etc.).

The City Manager may determine that a request for information is not routine or will require more than minimal effort, in which case the requesting Councilmember will be informed and has the option of taking the matter before the entire Council for consideration. Similarly, routine complaints or requests received by the City Manager from elected officials will be handled promptly without Council approval.

On matters pending before Council, any new information that is developed by the City Staff will be shared by the City Manager with all Councilmembers prior to the discussion of the matter. Additionally, all Councilmembers inquiries to the City Attorney for non-routine requests (greater than three hours of work) shall be approved by a majority of Council before the work begins and will be detailed on the City Attorney's billing statements.

If a request for new information on matters not presently before Council is received that would suggest the issue would be a policy matter for the entire Council to consider, the City Manager shall inform all members of Council and seek approval for the City Staff work necessary to respond to the request (with majority approval

of Council necessary). Requests for information or reports which will interrupt the established day-to-day utilization of City Staff time must be approved and authorized by Council. If the request is approved, all information compiled will be shared with all Councilmembers.

In order to assure that the City Manager's time is directed to implementing a common agenda reflecting the wishes of Council, a goal setting session shall be held not less than every two (2) years. The City Manager shall report progress on the goals not less than three (3) times per year.

X. INVESTIGATIONS

Council may make investigations in coordination with the City Manager into the affairs of the City and the conduct of any City office, department, division, board, commission, or committee. Such investigations must be authorized by a majority of the Councilmembers. Councilmembers who request such investigations shall bring the request and the reasons for the request to Council. Such investigations shall be carried out within parameters established by the City Charter, federal and state law, and in consultation with the City Attorney. (Section 3.12, City Charter)

XI. BOARDS AND COMMISSIONS

Council is empowered to create City boards and commissions, in addition to those established by the City Charter. Council also appoints members to City boards and commissions. A simple majority vote of Councilmembers currently holding office at the time of appointment is required to appoint.

All Boards, Committees and Commissions shall adhere to these Rules of Procedure, where applicable.

XII. CONFLICTS OF INTEREST AND ETHICS

Councilmembers are subject to all Texas and local statutes and federal and state law regarding conflicts of interest, criminal misbehavior, ethics, and financial disclosure by municipal officials (Chapter 171, Local Government Code, V.T.C.A.). Members of Council shall abstain from voting on and the formal discussion of any motion or issue wherein the member might have a conflict of interest. Members having conflicts are expected to notify other members of the conflict as soon as such conflict becomes evident. Statutory conflicts of interest must be filed as an affidavit with the City Secretary.

XIII. COMPLAINTS

Complaints against employees are to be made to the City Manager and handled in accordance with the City Employee Handbook. Complaints against Councilmembers, the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council are to be made to the Mayor. Complaints against the Mayor are to be made to the Mayor Pro Tem. Complaints are required to be in writing.

Upon receipt of a complaint against the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council, the Mayor or Mayor Pro Tem shall distribute a copy of the complaint to all members of the City Council. All actions taken to investigate and resolve the complaint shall be documented as a matter of record. The Mayor or Mayor Pro Tem will complete a written response as soon as possible advising the initiator and the City Council of the disposition of the complaint. In those cases where resolution requires longer than ten (10) business days, an interim written response and target date for completion will be provided to the initiator of the complaint and the City Council.

Oral complaints against individual employees by the public or Councilmembers at City Council Meetings are out of order. The Presiding Officer shall rule the complaint out of order and explain the proper procedure for filing complaints.

The above are not to be construed to deny the rights of the public to criticize, state dissatisfaction, or complain about Council or City services, but to protect individuals from public censure without the chance to answer specific complaints.

XIV. EVALUATION OF CITY OFFICIALS

It shall be the responsibility of Council to provide a written evaluation of the performance of the City Manager and the City Attorney. There shall be a formal Executive Session discussion of these evaluations by Council prior to the finalization of these evaluations. The Mayor or the Mayor Pro Tem shall consolidate and present final evaluations to all City Officials. The City Manager and City Attorney have the right to have their evaluation in public outside of an Executive Session. The request for a public evaluation must be provided in writing to the Mayor, City Secretary and City Attorney.

XV. SUSPENSION OR WAIVER OF THE RULES OF PROCECURE

Council may suspend or waive the adopted Rules of Procedure, in full or in part, for

a specified time by a motion. The motion to suspend or waive the Rules of Procedure must be properly seconded and approved by a simple majority vote of Councilmembers currently holding office.

XVI. SOCIAL MEDIA GUIDELINES AND STANDARDS FOR COUNCIL

These Guidelines and Standards apply to City Councilmembers (“Elected Officials”) that may maintain and use web pages, websites, blogs, and social networking sites (collectively “Internet Platform”) as a site for discussion of city issues as opposed to a site for personal use.

Elected Official’s Internet Platforms are not controlled by the City of Iowa Colony. The City does not require or promote such sites, nor provides web space or access (links) for such sites through any official City channels. Communications on Elected Official’s Internet Platforms are not created, received, maintained or used by the City. Nor are they meant to document the organization, functions, policies, decisions, procedures, operations, or other activities of the City or its Council as a whole.

Social Media Guidelines

1. The site should NOT appear to be an official City internet platform.
2. The site should have a disclaimer prominently featured on the site, such as:

This is a private page under the sole control of _____. The comments expressed by me are my own and do not reflect the opinions and/or position of the City of Iowa Colony or its officers and employees. This page is not sanctioned or monitored by the City. This Page cannot be used for service of any legal notice, administrative notice or any other legal process directed to the City. As this site is not monitored by the City, do not use this site to request City records.

3. Elected Officials should NOT promote their private Internet Platforms at official City meetings or in official City correspondence.
4. If the Internet Platform is interactive (allows third parties to post) the site should expressly provide that it is not intended to be a public forum and that posts that are vulgar, off topic, hate speech etc. will be deleted according to a posted policy advising of such. A sample provision is:

I reserve the right to remove or edit any posts that are unlawful, threatening, libelous, defamatory, obscene, pornographic, invasive of

privacy, infringing of intellectual property rights, or otherwise violate any law. This includes comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability, or sexual orientation. Spam, links to other sites, information that is clearly off topic, and/or apparent spamming or trolling will be removed.

Social Media Standards

1. Elected Officials should not disclose information that is considered privileged or confidential. By way of example, such information may include but is not limited to certain city employee personnel information, non-public information from criminal investigations and business trade secrets.
2. Elected Officials should be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements and/or factual errors in content upon discovery.
3. Elected Officials should never represent themselves as a spokesperson for the City Council, board, committee, or commission.
4. Elected Officials should consider the potential impact of social media statements prior to posting.
5. Elected Officials should not post information about matters involving pending or threatened litigation, items that are or may be appealed to them in their official capacity or to City boards or commissions.
6. Elected Officials should not use internet platforms to communicate with city employees about City-related matters.
7. Elected Officials should not “tag” a matter to a City employee’s personal internet platform site.
8. Elected Officials should be mindful of the risks of electronic communication in relation to the Texas Public Records Laws and the Open Meeting Law; communication between elected officials should be avoided on internet platforms.
9. Elected Officials should not reference any document(s) as a basis for making an official decision unless that document is available through the City as a public record.

10. Removing a user's comment or post because the person is criticizing some government action is not advisable.
11. When an Elected Official desires to have a matter posted to an Official City Internet Platform, the Elected Official shall provide the item or link to the City Secretary, and upon approval, will then be forwarded to the designated person in charge of the City Internet Platform.

Website Use Policy

City Related Information and Events.

The City of Iowa Colony maintains a website. Its use is primarily for city related information. The information provided is to provide specific information to readers. Examples of the type information to be provided includes but is not limited to the following:

1. Official city documents such as the City Charter, ordinances, resolutions, proclamations.
2. Planning documents such as the Comprehensive Plan, Water and Wastewater Master Plan.
3. Maps such as the City Map, Zoning and Land Use Maps, Thoroughfare Maps, city limits and ETJ.
4. Calendars of city sponsored or related events such as meeting announcements fulfilling the Open Meetings posting requirements, agendas.
5. Emergency Management information including major weather, health issues, emergency declarations.
6. Job announcements.
7. City Departmental information for all city departments.

Noncity sponsored events or promotions.

It is recognized there are limited methods of dispersing information of a general community nature. It is also recognized there are numerous community events that are not necessarily sponsored by the City of Iowa Colony, but that have a community significance or impact. Therefore, the city may allow non-city sponsored events to be advertised on the "Events" section of the website

following the approved procedures outlined.

1. Qualified events shall be city-wide and designed for everyone in the community to participate. Examples of such events include those designed to commemorate national holidays, state holidays, other significant events, programs, or projects.
2. Qualified events shall be for non-profit purposes.
3. Excluded events shall include but not be limited to
 - a. Garage sales.
 - b. HOA sponsored events solely for attendance by residents in a single or specific subdivision.
 - c. Realty promotions.
4. Before an event can be placed on the website, an application, provided on the website, must be completed. Application shall include the name of the person or group sponsoring the event, the name, place, date and time of the event, and a description of the purpose of the event. It must be signed by a person, or persons responsible for the event with their contact information.
5. Approval of placement of the event advertisement onto the website must be granted by the City Manager.

Events Calendar

The City will maintain complete editorial control over all material present on the online calendar, and reserves the right to change, add, or remove content without notice. Information posted on the online calendar is limited to those events occurring within the city or its ETJ only unless the event can be reasonably construed as significantly benefiting residents. Any posted event must meet the following criteria:

- The primary function of organizations and person(s) sponsoring an event must not be inconsistent with the mission and vision of the City of Iowa Colony.
- The event must be available to the general public unless otherwise restricted by federal or state law or local ordinance.

The online events calendar will provide the following disclaimer:

- In order to provide visitors with certain information, this website provides information to events hosted by organizations not affiliated with the City of Iowa Colony. Posting the event does not constitute an endorsement of the content, viewpoint, accuracy, opinions, policies, products, services, or accessibility of that event or the hosting organization or person(s). Attendance to that event, or any other function or publication (electronic or print) produced or distributed by the hosting organization or person(s) is entirely at your own risk.

Outside Websites

Outside websites are defined as any website that is not maintained by the City of Iowa Colony or that the City of Iowa Colony lacks control over any part, including but not limited to content or security of the website. The following outside websites are permissible for the City of Iowa Colony to link to:

- Governmental, educational, and other non-profit organizations.
- Organizations with some relationship to the City of Iowa Colony (including but not limited to: organizations contracting with the City of Iowa Colony, organizations sponsoring City activities or programs, and organizations participating in City of Iowa Colony activities or programs).
- Regionally recognized organizations with a focus on tourism.

The following outside websites are not permissible for the City of Iowa Colony to link to:

- Any websites that are deemed by the City Manager to be in conflict with the City of Iowa Colony policies
- Candidates for local, state, or federal offices
- Organizations whose principal purpose is to advocate for or against a candidate, legislative, or regulatory measure
- Corporate or other for-profit organizations unless they fit any of the criteria stated above
- Individual or personal home pages
- Websites with pornographic, obscene, or indecent content

- Any illegal act, unless depicted in a public service announcement for the health, safety or welfare of the community.
- Any messages that are deemed inconsistent with or contrary to the vision or mission of the City of Iowa Colony or its policies and procedures, including sexual or other prohibited harassment or discrimination policies and workplace violence.

Outside websites that do not meet the following quality requirements will not be linked to or will be removed from the City of Iowa Colony website if already present:

- The website is not managed in a professional manner
- Not operational or generally available
- Not maintained or regularly updated
- Provides inaccurate information
- Contains illegal or inappropriate content.

XVII. Code of Conduct

Policy Statement

The citizens and businesses of Iowa Colony are entitled to have fair, ethical and accountable local

government, which has earned the public's full confidence in integrity. In keeping with the City

of Iowa Colony's commitment to treasuring our past while forging our future, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; Public officials be independent, impartial and fair in their judgment and actions; Public office be used for the public good, not for personal gain; and

Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Iowa Colony City Council has adopted a Code of Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Iowa Colony and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Iowa Colony City Council, boards and commissions of Texas and the City of Iowa Colony in the performance of their public duties. These laws include but are not limited to: the United States and Texas constitutions; the Iowa Colony City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.
2. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.
3. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.
4. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
5. **Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Iowa Colony Iowa Colony. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public

Information Act. Members will not use " electronic communication devices" to communicate either internally or externally during meetings.

6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Members will not withhold information that is pertinent to the decision-making process.
7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not withhold information that is pertinent to the decision-making process.
8. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the Iowa Colony City Charter.
9. **Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.
10. **Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.
11. **Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business within our outside of a formal meeting.
12. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist.

When these issues arise, it is simply imperative that we mitigate those issues appropriately.

13. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgement or action or give the appearance of being compromised.
14. **Confidential information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.
15. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
16. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, member of the City Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
17. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, embers shall explicitly state they do not represent their body or the City of Iowa Colony, nor will they allow the inference that they do.
18. **Policy Role of Members.** Members shall respect and adhere to the Council-Manager structure of the Iowa Colony City government, as outlined by the Iowa Colony City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions and City staff. Except as provide by the City Charter, members therefore shall not interfere with the administrative functions of the

City or the professional duties of the City staff, nor shall they impair the ability of staff to implement Council policy decisions.

19. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of the City Council shall refrain from using their positions to unduly influence the deliberations or outcomes of board and commission proceedings.
20. **Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate directions or comments to City staff.
21. **Political Endorsements.** When publicly endorsing a candidate for any elected office, members will not use their title as a councilperson, board or commission members nor use a City meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for City elections as it is deemed inappropriate.
22. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Iowa Colony Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Iowa Colony Code of Conduct and Rules of Procedure. The City Council shall consider recommendations from boards and commissions and Council members and update this document as necessary.
23. **Compliance and Enforcement.** The Iowa Colony Code of Conduct expresses standards of ethical conduct expected for members of the Iowa Colony City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of their government in Iowa Colony. The chairs of board and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct and these Rules of Procedure are brought to their attention. The second in line, when the Mayor's or chair's actions come into question, would assume the duty of intervening.

The City Council may impose sanctions on members whose conduct does not comply with this Code of Conduct or these Rules of Procedure, such as reprimand, formal censure, loss of seniority or committee assignments.

**TERMS AND CONDITIONS OF EARLY PLAT APPROVAL
(Sterling Lakes North Section 1 – Early Plat Application)**

1. Terms and Special Provisions
 - a. “Developer” herein shall mean: LGI-HOMES – TEXAS LLC.
 - b. “City” herein shall mean: the CITY OF IOWA COLONY, TEXAS.
 - c. “District” herein shall mean: BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31.
 - d. “Section” herein shall mean all of the following, whether one or more: Sterling Lakes North Section 1 – Early Plat Application.
 - e. “Plat” herein shall mean the plat of the Section.
 - f. “Facilities” herein shall mean the following infrastructure for the Section, as more fully described or shown on the plat, drawings, specifications, bid proposals, pay estimates, change orders, affidavits of bills paid, waivers and lien releases upon partial payment, and the letter of recommendation from the City Engineer, **a copy of which letter is attached hereto as Exhibit “A”**: water, sanitary sewer, drainage, and paving.
 - g. “Deposit Required” herein shall mean: **Four Million, Four Hundred Five Thousand, One Hundred Eighty-Nine and 32/100 Dollars (\$4,405,189.32).**
 - h. “City’s Administrative Fee” herein shall mean: **One Hundred Twenty Thousand, Five Hundred Sixteen and 78/100 Dollars (\$120,516.78), which has been received by the City.**
 - i. “Remaining Construction Cost” herein shall mean: **Four Million, Four Thousand, Seven Hundred Seventeen and 56/100 Dollars (\$4,004,717.56).**

2. The Developer is developing the Section, in the city limits or extraterritorial jurisdiction of the City. The Facilities are included in the Section. The Facilities are under construction, pursuant to contract(s) entered into by the District and/or the Developer but have not been completed.

3. The Developer has applied for early approval and recording of the Plat of the Section pursuant to the procedures, terms, and conditions set forth in Ordinance No. 2018-30 (the “Early Platting Ordinance”) of the City, which was passed on December 17, 2018, and which amended the Subdivision Ordinance.

4. This document is not a contract; rather, it states the terms and conditions upon which the City hereby approves the Plat of the Section and authorizes early recordation of that Plat with the Brazoria County Clerk, pursuant to all terms and conditions of this document and the Early Platting Ordinance.

5. The Plat of the Section may be recorded with the Brazoria County Clerk upon payment to the City of the amounts required by this document and upon inclusion on that Plat of the notations required by Section Three of the Early Platting Ordinance.

6. After the Plat of the Section has been lawfully recorded pursuant to this document, then the fact that the Facilities in the Section have not been completed shall not be a cause to deny approval of the plat of the Section and shall not be a cause to deny early plat approval and building permits for the Section under the terms and conditions of the Early Platting Ordinance.

7. The Developer shall deposit with the City (1) the Deposited Funds for the purposes described herein and set forth on **Exhibit "A" attached hereto**, in lieu of the completion of the Facilities in the Section before recordation as would otherwise be required by City regulations; and (2) the City's Administrative Fee under the Early Platting Ordinance. The City's holding and use of the Deposited Funds and the Administrative Fee shall be governed by the Early Platting Ordinance and this document.

8. Regardless of any other provision, the funds paid hereunder shall not be an escrow, and the City shall not be an escrow agent, regardless whether any attachments to this document or any other sources refer to escrowed funds or similar phrases. Regardless of any provision, the City shall not under any circumstances owe any fiduciary duty to Developer or any other person in any way concerning this document, the subject matter hereof, or any funds paid hereunder.

9. The City Engineer has the right under the Early Platting Ordinance to require the deposit of additional funds at any time, if the City Engineer determines in his sole, good faith discretion, that the then remaining Deposited Funds are less than 110% of the then remaining construction cost of the Facilities.

10. The parties understand that the Deposited Funds represent the funds set aside for the Developer to make payments under construction contracts for the Facilities entered into by the District and/or Developer (the "Contract", whether one nor more), under which Contract payments are guaranteed by the Developer. Therefore, the Developer may draw upon the Deposited Funds monthly to satisfy progress payments under the Contract for the Facilities; provided that (1) the amount of the Deposited Funds shall never be reduced to less than 110% of the then remaining cost to complete the construction of the Facilities, as determined by the City Engineer in his sole, good faith discretion; and further provided that (2) the Developer is not in default under this document or the Early Platting Ordinance. The time of remittance of any required, qualifying progress payments from the City to the Developer shall be within 7 days after a regular City Council meeting, if the City receives a written request therefor no later than 5 days before that City Council meeting, and such request shows, to the reasonable satisfaction of the City, that the progress payment is valid and required.

11. The return of any unused portion of the Deposited Funds to the Developer upon completion of the Facilities shall be as provided in the Early Platting Ordinance. However, the Administrative Fee shall be nonrefundable and may be used for any purpose.

12. The City has an interlocal agreement with Brazoria County, providing that the City, not Brazoria County, shall regulate subdivision plats in the City’s extraterritorial jurisdiction.

13. This document implements the Early Platting Ordinance, which provides exceptions to certain requirements of the Subdivision Ordinance, but this document does not otherwise waive any requirements of the Subdivision Ordinance.

14. The Developer certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this document.

EFFECTIVE DATE: SEPTEMBER 18, 2023

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

ACCEPTED:

LGI-HOMES – TEXAS LLC

By: LGI-HOMES – TEXAS LLC

By: _____
Shannon Birt, Officer

**EXHIBIT "A" to
Terms and Conditions of Early Plat Approval
Letter of Recommendation
With Its Attachment(s)**

Tuesday, September 12, 2023

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

Re: Sterling Lakes North Section 1 – Early Plat Application
Brazoria County Municipal Utility District No. 31
LGI Homes – Texas LLC.
Letter of Recommendation to Approve
Adico Project No. 21001-026

Dear Mayor Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about August 28, 2023, from LGI Homes – Texas LLC. for Sterling Lakes North Section 1. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. The final plat was approved by Planning and Zoning at the March 7, 2023, meeting and approved by City Council at the March 20, 2023, meeting.

STERLING LAKES NORTH SECTION 1 - EARLY PLAT ESCROW SUMMARY							
CONTRACTS	CONTRACTOR	ORIGINAL CONTRACT	CHANGE ORDERS	CONFIRMED PAYMENTS	APPLICABLE EARLY PLAT PORTION AT TIME OF APPLICATION	PAYMENTS MADE AFTER EARLY PLAT APPLICATION	FINAL EARLY PLAT
Sterling Lakes North Sec 1 Water, Sanitary and Drainage	Clearwater Utilities, Inc.	\$ 6,262,738.00	\$ (21,225.58)	\$ 5,383,649.34	\$ 857,863.08		\$ 857,863.08
Sterling Lakes North Sec 1 Paving	ClearPave, LLC	\$ 3,989,494.00	\$ 19,400.00	\$ 973,114.65	\$ 3,035,779.35	\$ 1,398,100.50	\$ 1,637,678.85
Sterling Lakes North Lift Station	SJ Services, LLC	\$ 1,357,000.00	\$ -	\$ 1,137,892.50	\$ 219,107.50	\$ 75,217.50	\$ 143,890.00
Cedar Rapids Parkway	Principal Services	\$ 1,365,285.63	\$ -	\$ -	\$ 1,365,285.63		\$ 1,365,285.63
<i>Total Remaining Contract Amount</i>					\$ 5,478,035.56		\$ 4,004,717.56
<i>Remaining construction plus 10%</i>					\$ 547,803.56		\$ 400,471.76
<i>Total Escrow of Cash Deposit due to City (within 10 days of CC approval)</i>					\$ 6,025,839.12		\$ 4,405,189.32
<i>Administrative Fee @ 2% of \$6,025,839.12 at time of application</i>							\$ 120,516.78
<i>Administrative Fee Received 9/1/23</i>							\$ 72,008.95
<i>Administrative Fee Received 9/7/23</i>							\$ 16,094.84
<i>Administrative Fee Received 9/12/23</i>							\$ 32,413.00
							\$ (0.01)

LGI Homes – Texas LLC has provided copies of contract documents, pay applications, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements as required for the early plat application request.

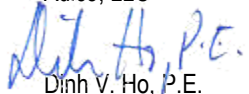
Based on our review of the documentation provided, the amount remaining on current contracts is \$4,004,717.56. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be \$4,405,189.32.

In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. At the time of submittal, the City received \$120,516.78 administrative fee based on the remaining construction costs of \$6,025,839.12.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sterling Lakes North Section 1. The Developer shall provide the cash deposit in the amount of \$4,405,189.32 to the City within 10 days from the date of the agreement, if approved by City Council.

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

Sincerely,
Adico, LLC



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

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



August 11, 2023

Dinh V. Ho, P.E.
Adico Consulting Engineers
On behalf of the City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

Re: Early Plat Release Application Request
Sterling Lakes North Sec 1

Dear Mr. Ho,

This letter is a formal request from the City of Iowa Colony to prepare a "Construction and Escrow Agreement" with LGI Homes – Texas, LLC for Sterling Lakes North Sec 1. This escrow will include funds to cover the remaining construction costs associated with the development of Sterling Lakes North Sec 1.

Exhibit A (attached) is a summary of the remaining contract balance for each project based on payments made to date; the administrative fee due is based upon 2% of the remaining contract balances per the City's policy. This fee is included with this submittal.

It is our understanding if this agreement is approved at the September 18, 2023 City Council meeting, the escrow amount and 10% contingency will be re-calculated based on the remaining contract balances at the time of the escrow deposit. *Exhibit B* (attached) summarizes the total anticipated escrow requirement, including payments LGI anticipates making between the time of application (now) and the anticipated time of the escrow deposit (September 22, 2023). The escrow deposit amount will be recalculated at that time based on actual payments and copies of checks will be provided.

If you have any questions, please feel free to call us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Landon Hopper".

Landon Hopper
Land Development Manager
LGI Homes – Texas LLC

Exhibit A

Sterling Lakes Sec North 1 Early Plat Recordation

Sterling Lakes North Sec 1 WSD		
Clearwater Utilities, Inc.		
Bid Amount		\$6,262,738.00
Change Order No. 1		-\$66,881.48
Pay Estimate No. 1		-\$720,989.46
Pay Estimate No. 2		-\$2,344,922.10
Change Order No. 2		\$10,090.00
Pay Estimate No. 3		-\$532,307.70
Pay Estimate No. 4		-\$1,374,448.68
Change Order No. 3		\$66,155.00
Pay Estimate No. 5		-\$410,981.40
Change Order No. 4		\$10,317.00
Change Order No. 5		-\$40,906.10
Total Remaining		\$857,863.08

Sterling Lakes North Sec 1 PAV		
ClearPave, LLC		
Bid Amount		\$3,989,494.00
Pay Estimate No. 1		-\$285,894.00
Pay Estimate No. 2		-\$416,701.80
Pay Estimate No. 3		-\$270,518.85
Change Order No. 1		\$19,400.00
Total Remaining		\$3,035,779.35

Sterling Lakes North Lift Station		
5J Services, LLC		
Bid Amount		\$1,357,000.00
Pay Estimate No. 1		-\$152,306.91
Pay Estimate No. 2		-\$438,398.37
Pay Estimate No. 3		-\$198,504.72
Pay Estimate No. 4		-\$240,682.50
Pay Estimate No. 5		-\$86,400.00
Pay Estimate No. 6		-\$21,600.00
Total Remaining		\$219,107.50

Cedar Rapids Parkway		
LGI share is \$633,701.98 -->	Bid Amount	\$1,365,285.63
Total Remaining		\$1,365,285.63

Exhibit A

Total Remaining Construction Costs	\$5,478,035.56
2% Administrative Fee ⁽¹⁾	\$120,516.78
Cash Deposit Required ⁽²⁾	\$6,025,839.12

Notes:

(1) Administrative fee shall be equal to 2% of the cash deposit

(2) Cash deposit to be 110% of the construction costs remaining on the project at the time of the application

Exhibit B

Sterling Lakes Sec North 1 Early Plat Recordation

Sterling Lakes North Sec 1 WSD		
Clearwater Utilities, Inc.		
Bid Amount		\$6,262,738.00
Change Order No. 1		-\$66,881.48
Pay Estimate No. 1		-\$720,989.46
Pay Estimate No. 2		-\$2,344,922.10
Change Order No. 2		\$10,090.00
Pay Estimate No. 3		-\$532,307.70
Pay Estimate No. 4		-\$1,374,448.68
Change Order No. 3		\$66,155.00
Pay Estimate No. 5		-\$410,981.40
Change Order No. 4		\$10,317.00
Change Order No. 5		-\$40,906.10
Total Remaining		\$857,863.08

Sterling Lakes North Sec 1 PAV		
ClearPave, LLC		
Bid Amount		\$3,989,494.00
Pay Estimate No. 1		-\$285,894.00
Pay Estimate No. 2		-\$416,701.80
Pay Estimate No. 3		-\$270,518.85
Change Order No. 1		\$19,400.00
Pay Estimate No. 4		-\$1,398,100.50
Total Remaining		\$1,637,678.85

Sterling Lakes North Lift Station		
5J Services, LLC		
Bid Amount		\$1,357,000.00
Pay Estimate No. 1		-\$152,306.91
Pay Estimate No. 2		-\$438,398.37
Pay Estimate No. 3		-\$198,504.72
Pay Estimate No. 4		-\$240,682.50
Pay Estimate No. 5		-\$86,400.00
Pay Estimate No. 6		-\$21,600.00
Pay Estimate No. 7		-\$75,217.50
Total Remaining		\$143,890.00

Cedar Rapids Parkway		
LGI share is \$633,701.98 -->	Bid Amount	\$1,365,285.63
Total Remaining		\$1,365,285.63

Exhibit B

Total Remaining Construction Costs	\$4,004,717.56
2% Administrative Fee ⁽¹⁾	\$120,516.78
Cash Deposit Required ⁽²⁾	\$4,405,189.32

Notes:

(1) Administrative fee was paid on 9/1 and was equal to 2% of the cash deposit required at the time of application shown on exhibit A.

(2) Cash deposit to be 110% of the construction costs remaining on the project at the time of early platting approval.

(3) Yellow highlighted items indicate Pay Estimates that are pending payment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ESTABLISHING A WATER AND SEWER UTILITIES FRANCHISE FEE WITH REGARDS TO PROVIDING WATER AND SEWER UTILITIES SERVICES; PROVIDING A SEVERABILITY CLAUSE, AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Iowa Colony, Texas (“City”), is a home rule municipality operating pursuant to its Charter and the laws of the State of Texas; and

WHEREAS, the City Council of the City of Iowa Colony, Texas, to maintain the integrity of water and sewer utilities services in the corporate limits of the City of Iowa Colony, Texas, desires to offset the impact to the general fund due to providing water and sewer utilities services;

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

SECTION 1. That the City of Iowa Colony, Texas Water and Sewer Operations Fund shall pay to the City general fund a water and sewer utilities franchise fee equal to five percent (5%) of the gross receipts earned from all sales of those services and other revenue generated by the operation of the water and sewer funds.

SECTION 2. That the utility shall pass the water and sewer utilities franchise fee of five percent (5%) directly to the customer for the portion directly related to the customer's individual bill.

SECTION 3. That such water and sewer utilities franchise fees shall be payable monthly to the Accounting Department, with such budgetary transfers to be made not later than thirty (30) days after the expiration of the month for which payment is due.

SECTION 4. Severability. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED ON THE FIRST READING ON August 21, 2023.

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING ON _____.

CITY OF IOWA COLONY, TEXAS

WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY



CITY COUNCIL WORKSESSION MINUTES

Item 19.

Monday, August 21, 2023
6:00 PM

Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, TX 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 21st day of August 2023, the City Council of the City of Iowa Colony, Texas, held a Council Worksession at 6:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Councilmember Arnetta Murray
Councilmember McLean Barnett
Mayor Pro Tem Marquette Greene-Scott
Councilmember Tim Varlack
Councilmember Steven Byrum-Bratsen
Councilmember Sydney Hargroder

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

CALL TO ORDER

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

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on AMI water meter project update and the proposed creation of a utility franchise fee for ROW maintenance.

Greg Smith provided information on the AMI water meter project. They will be using a fixed base communication system. They have already completed wastewater evaluation and will then turn it over to staff for review of the wastewater treatment plant. They will be gathering all the information for the water rate development. Next month they will try to have ranges to discuss and present to council before the final project is completed. The rate implementation plan will be operational cost both internal and external cost as well as debt service, capital improvements, franchise fees and they look at the plan for 10 years. They will do a 20-year warranty on all meters. The city will be able to monitor system. He showed pictures of what the system can do. There will be a customer portal and they will be able to set their own alerts. They will train the trainer as well as host town hall meetings to help train the residents on the program. He provided an overview of the timeline of the plan and implementation.

2. Discussion on possible changes to the city's sign ordinance.

The Building Official, Albert Cantu stated he was seeking guidance from the council regarding how to proceed with the sign ordinance. He provided them two options. Option 1 was to leave the ordinance as is and not make any changes. Option 2 was to make amendments to the sign ordinance. He provided council with examples he researched in other cities. City Council asked questions and provided feedback to staff. The mayor stated he is okay with temporary signs if we can provide a warning on the first violation as people may not have been aware of the changes to the ordinance, after that they will be issued a citation and have to appear in front of the Judge. He is also open to the specific hours. Councilmember Varlack said he is okay with the bandit signs from realtors being out from Friday to Monday. He feels like there should be a variance process and state the associated cost to that. Councilmember Barnett stated that the area outside of the city seems to be the issue. Albert recommended maybe having two locations where they can place the signs. Dinh Ho clarified that the sign ordinance does extend into the ETJ. Councilmember Hargroder mentioned limiting the scope to being temporary bandit signs. She feels that we have a good sign ordinance as is. She is also good with the suggested times of Friday at 5 P.M. until Monday at 8 A.M. Councilmember Murray is in agreement with the times. City Attorney, Natahsa Brooks asked if there were any specific locations they would like. Albert Cantu responded with Meridiana and Discovery and Meridiana and Iowa Colony Blvd. Councilmember Byrum-Bratsen asked if we could limit the placement of the signs to just intersections. Mayor Pro Tem Greene- Scott is concerned with only limiting the sign placement to two places because this will cause there to be a bunch of signs in just two places. Councilmember Barnett asked if there could be language in the ordinance regarding exemption of private roads and subdivisions.

3. Discussion on Council Meeting schedule, holiday conflicts, and proposed changes.

Robert provided the council with a current meeting schedule that showed potential holiday and other meeting conflicts. The consensus of the city council was for council meetings to be on the 2nd Monday on the month.

ADJOURNMENT

The worksession was adjourned at 7:07 P.M.

APPROVED THIS 18th DAY OF SEPTEMBER 2023

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





**CITY OF
IOWA
COLONY**

CITY COUNCIL MEETING MINUTES

Item 20.

**Monday, August 21, 2023
7:00 PM**

Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, TX 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 21st day of August 2023, the City Council of the City of Iowa Colony, Texas, held a Council Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Councilmember Arnetta Murray
Councilmember McLean Barnett
Mayor Pro Tem Marquette Greene-Scott
Councilmember Tim Varlack
Councilmember Steven Byrum-Bratsen
Councilmember Sydney Hargroder

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

CALL TO ORDER

Mayor called the meeting to order at 7:17 P.M.

INVOCATION

The invocation was given by Councilmember Varlack.

PLEDGE OF ALLEGIANCE

Pledge was recited.

CITIZEN COMMENTS

There were no comments from the public.

EXECUTIVE SESSION-7:20 P.M.

Executive session in accordance with 551.071, 551.072, and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

1. Discuss personnel matters related to:
 - City Manager annual performance appraisal
 - City Attorney consultation
2. Purchase of real property and financial matters related thereto
3. Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 applications and appointments

4. Crime Control and Prevention District applications and appointments

POST EXECUTIVE SESSION- 9:33 P.M

COUNCIL COMMENTS

Councilmember Barnett thanked all those in attendance at the meeting.

Councilmember Murray had no comments.

Mayor Pro Tem Greene-Scott thanked everyone for staying for the late meeting. She asked everyone to please stay hydrated, as it is so hot outside.

Councilmember Varlack thanked citizens and staff for being in attendance. He encouraged residents to sign up for blackboard through the city website to receive emergency notifications.

Councilmember Byrum-Bratsen stated there were two grass fires in Brazoria. He thanked Albert for his help with the fire.

Councilmember Hargroder reminded residents that we are under a burn ban.

Mayor Kennedy stated that we are aware of the concerns regarding traffic on SH288 and Meridiana Parkway. TXDOT needs to make the changes. He thanked all those in education.

STAFF REPORTS

5. Fire Marshal/Building Official Monthly Report
6. Police Monthly Report
7. Municipal Court Monthly Report
8. Public Works Monthly Report
9. City Engineer Monthly Report
10. Finance Monthly Report

ITEMS FOR CONSIDERATION

11. Consideration and possible action on personnel matters.

Motion made by Councilmember Varlack to amend the City Manager's contract per the agreement reached in executive session, Seconded by Councilmember Byrum-Bratsen.

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

12. Consideration and possible action related to the purchase of real property.

No action was taken.

13. Consideration and possible action to appoint members to the Crime Control and Prevention District Board.

Motion made by Councilmember Varlack to reappoint Daniel Kerr and Benjamin Pahl and vacate Va' Shawnda Mclean and allow Duy Nguyen term to expire on the Crime Control and Prevention District Board, Seconded by Mayor Pro Tem Greene-Scott. Motion carried.

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

Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen, Councilmember Varlack

Motion made by Mayor Pro Tem Greene-Scott to appoint Jason Lazo and Melvin Davis to the CCPD Board with Melvin Davis Jr.'s term being the one-year term, Seconded by Councilmember Hargroder. Voting Yea Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen, Councilmember Varlack

14. Consideration and possible action to appoint members to the Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 Boards.

Motion made by Councilmember Varlack to appoint Douglas Chumley and Judy Peterson to the Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 Board, Seconded by Mayor Pro Tem Greene-Scott.

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

Voting Nay: Councilmember Hargroder, Councilmember Byrum-Bratsen

15. Consideration and possible action on a petition for annexation from BHA Investments.

Motion made by Councilmember Hargroder to direct city staff to begin procedures for annexation, and to set the public hearing and meeting for September 18, 2023, at 7:00 P.M. in the Iowa Colony City Hall Council Chambers located at 12003 Iowa Colony Blvd., and authorize the City Manager to reschedule those if necessary., Seconded by Mayor Pro Tem Greene-Scott.

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

16. Consideration and possible action on a Resolution concerning the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2024.

Motion made by Mayor Pro Tem Greene-Scott to adopt a Resolution concerning the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2024., Seconded by Councilmember Barnett.

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

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

Motion made by Councilmember Hargroder to schedule the public hearings on the proposed budget and tax rate on September 18, 2023, at 7:00 P.M. and to schedule a meeting to consider adoption of the budget and tax rate on September 19, 2023, at 6:00 P.M, all to be held in the Iowa Colony City Hall Council Chambers at 12003 Iowa Colony Blvd., Seconded by Mayor Pro Tem Greene-Scott.

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

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

Motion made by Councilmember Byrum-Bratsen to propose a tax rate of .519209 per \$100, Seconded by Councilmember Hargroder. The City Secretary took a roll call vote.

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

Councilmember Byrum-Bratsen voted yes, and Councilmember Hargroder voted yes.

19. Consideration and possible action on a resolution establishing a policy statement regarding HOA-provided landscape maintenance in certain subdivisions.

Motion made by Councilmember Hargroder to adopt a resolution establishing a policy statement regarding HOA-provided landscape maintenance in certain subdivisions., Seconded by Mayor Pro Tem Greene-Scott.

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

20. Consideration and possible action adopting an ordinance on first reading creating and establishing a water utility franchise fee.

Motion made by Councilmember Hargroder to adopt an ordinance on first reading creating and establishing a water utility franchise fee., Seconded by Mayor Pro Tem Greene-Scott. City Secretary read the ordinance caption aloud.

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

CONSENT ORDINANCES – SECOND READING

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

Motion made by Councilmember Hargroder made a motion to approve the consent ordinances on second and final reading, Seconded by Mayor Pro Tem Greene-Scott. City Secretary read the ordinance captions aloud.

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

21. Consideration and possible action adopting a Noise Ordinance on second and final reading.
22. Consideration and possible action adopting an ordinance on second and final reading amending the Engineering Design Criteria Manual.

CONSENT AGENDA

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

Motion made by Councilmember Varlack to approve consent items excluding item no. 25 and item no. 26, Seconded by Councilmember Byrum-Bratsen.

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

23. Consider approval of the July 17, 2023 Council meeting minutes.
24. Consider approval of the July 17, 2023 work session minutes.
25. Approve engagement letter with Whitley Penn for auditing services.

Motion made by Councilmember Byrum-Bratsen to approve the engagement letter with Whitley Penn, Seconded by Mayor Pro Tem Greene-Scott.

Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen, Councilmember

Varlack

- 26. Consider renewing an interlocal agreement with Brazoria County for general road maintenance.
 Motion made by Councilmember Byrum-Bratsen to renew an interlocal agreement with Brazoria County for general road maintenance, Seconded by Councilmember Hargroder.
 Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen, Councilmember Varlack
- 27. Consider dedicating a right-of-way for public purposes.
- 28. Consider approval of the Fite Tract Section 1 Preliminary Plat.
- 29. Consider approval of the Fite Tract Section 2 Preliminary Plat.
- 30. Consider approval of the Fite Tract Section 3 Preliminary Plat.
- 31. Consider approval of the Meridiana Section 37B Amending Plat.
- 32. Consider approval of the MH Sierra Vista Preliminary Plat.
- 33. Final Approval of Sierra Vista West 6 Water, Sanitary, Drainage & Paving facilities.
- 34. Acceptance of Davenport Pkwy. and Discovery Dr. Storm and Paving Facilities into the one-year maintenance period.

ADJOURNMENT

The meeting was adjourned at 10:16 P.M.

APPROVED THIS 18th DAY OF SEPTEMBER 2023

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





**CITY OF
IOWA
COLONY**

CITY COUNCIL MEETING MINUTES

Item 21.

**Monday, September 11, 2023
6:00 PM**

Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, TX 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 11th day of September 2023, the City Council of the City of Iowa Colony, Texas, held a Council Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Councilmember Arnetta Murray
Councilmember McLean Barnett
Mayor Pro Tem Marquette Greene-Scott
Councilmember Tim Varlack
Councilmember Steven Byrum-Bratsen
Councilmember Sydney Hargroder

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

CALL TO ORDER

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

INVOCATION

Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE

The pledge was recited.

CITIZEN COMMENTS

There were no comments from the public.

COUNCIL COMMENTS

Councilmember Barnett had no comments.

Councilmember Murray thanked those in attendance.

Mayor Pro Tem Greene-Scott stated it was a pleasure working with Councilmember Byrum-Bratsen.

Councilmember Varlack thanked all those in attendance at the meeting. He reminded everyone that we are under a heat wave. He stated that Councilmember Byrum-Bratsen was not only a colleague, but a friend and it was a pleasure working with him the last couple of years.

Councilmember Byrum-Bratsen spoke on variances and provided insight to his time on council, the fire department and other boards and commissions on which he served. He stated that the council decides how this

city should look and they need to be mindful of that. He thanked staff including the City Secretary and former City Secretary and the newer staff members.

Councilmember Hargroder thanked Councilmember Byrum-Bratsen for his dedication to the city and volunteering with the fire department. She stated water billing donation is his legacy. Lastly, she thanked him for being a friend. She wishes him and his family all the best.

Mayor Kennedy stated that we are losing a great asset to the city. He has a genuine desire and commitment to the City of Iowa Colony, and it is much appreciated.

Robert Hemminger stated that on behalf of himself and the staff, he will certainly be missed.

ITEMS FOR CONSIDERATION

- 1. Consideration and possible action to accept resignation from Councilmember District B.
 Motion made by Councilmember Hargroder to accept the resignation from Councilmember Byrum-Bratsen with the effective date of September 15, 2023., Seconded by Councilmember Murray.
 Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen, Councilmember Varlack
- 2. Consideration and possible action on appointment of District B Councilmember.
 Motion made by Councilmember Varlack to recess to executive session, Seconded by Mayor Pro Tem Greene-Scott.
 Voting Yea: Councilmember Murray, Councilmember Barnett, Mayor Pro Tem Greene-Scott, Councilmember Varlack
 Voting Nay: Mayor Kennedy, Councilmember Hargroder, Councilmember Byrum-Bratsen
 Mayor Kennedy stated that the council would adjourn into an executive session at 6:18 P.M. Mayor Kennedy stated the council returned from executive session at 7:13 P.M.
 Mayor Kennedy presented an award to Councilmember Byrum-Bratsen.
 There was no further action taken by the Council.

ADJOURNMENT

The meeting was adjourned at 7:15 P.M.

APPROVED THIS 18th DAY OF SEPTEMBER 2023

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



Friday, September 8, 2023

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

Re: BCMUD 53 Water Plant Phase I
Brazoria County Municipal Utility District No. 53
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190930-0810
Adico, LLC Project No. 16007-4-238

Dear Mayor Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the BCMUD 53 Water Plant Phase I Facilities. The final reinspection inspection was completed on February 8, 2023, with all outstanding punch list items addressed July 25, 2023.

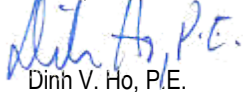
City Council approved the project into the One Year Maintenance Period on December 20, 2021. Adico, LLC recommends final approval of facilities, effective September 11, 2023, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-238



August 22, 2023

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion Letter
Construction of Brazoria County Municipal Utility District 53 Water System.

Mr. Ho,

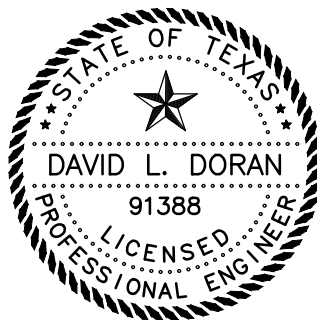
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on February 8, 2023, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of July 25, 2023, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

A handwritten signature in blue ink that reads "David L. Doran".

David L. Doran, P.E., CCM
Partner, Construction Management



DLD/jb

P:\020 Sierra Vista West Development\015 BCMUD No 53 Water Plant\Documents\Construction\Acceptance Package\1-Year Acceptance\BCMUD No. 53 Water Plant Ph I - 1-Year Punchlist Completion Letter.docx

Tuesday, December 14, 2021

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Brazoria County MUD 53 Water System
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190930-0810
Adico, LLC Project No. 16007-4-238**

Dear Mayor Byrum-Bratsen and City Council;

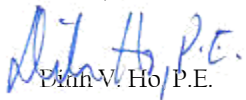
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Brazoria County MUD 53 Water System. The final inspection was completed on January 28, 2021, with all outstanding punch list items addressed on October 29, 2021. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period.

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 (Brazoria County)
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-238



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Brazoria County Municipal Utility District 53
Water System for Brazoria County Municipal Utility District No.
52

CONTRACTOR: Bussell & Sons, LLC
21820 Mueschke Road
Tomball, Texas 77377

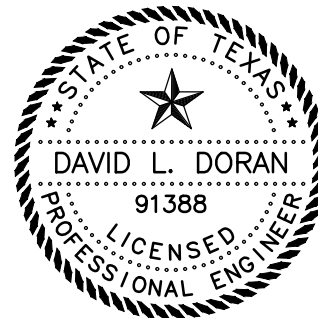
ENGINEER: Elevation Land Solutions
2445 Technology Forest Boulevard, Suite
200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of January 28, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Partner, Construction Management

DLD/mm



November 5, 2021
TBPE Registration No. F-22671

P:\020 Sierra Vista West Development\015 BCMUD No 53 Water Plant\Documents\Construction\Acceptance Package\To City of Iowa Colony\BCMUD No. 53 Water Plant - Letter Certificate of Substantial Completion.docx

MAINTENANCE BOND

STATE OF TEXAS

Contract Date August 12, 2019

COUNTY OF BRAZORIA

Date Bond Executed August 12, 2019PRINCIPAL Bussell & Sons, LLCSURETY The Guarantee Company of North America USA

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Five Hundred Fifty Five Thousand Four Hundred Thirty One Dollars and Zero Cents (\$1,555,431.00).**

being 100 percent of the Contract Price.

CONTRACT for Construction of Brazoria County Municipal Utility District 53 water system for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.


NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.


Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.


The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Bussell & Sons, LLC
PRINCIPAL
By 
Name Kenneth P Cassiot
Title V.P. Construction
Address PO Box 874
Tomball, TX 77377

ATTEST
By 
Name MANDY L BUSSELL
Title Secretary/Treasurer

(SEAL)

The Guarantee Company of North America USA
SURETY
By 
Name Kevin McQuain
Title Attorney-in-Fact

ATTEST
By 
Name Kim Stanley
Title Surety Witness

(SEAL)

Physical Address:
9977 W. Sam Houston Parkway North, Ste. 130
Houston, TX 77064

Mailing Address:
9977 W. Sam Houston Parkway North, Ste. 130
Houston, TX 77064

Telephone: 832-446-3350

Local Recording Agent Personal Identification Number:
648145

Agency Name: USI Insurance Services, LLC
25025 N I 45 Frwy., Ste. 525
Agency Address: The Woodlands, TX 77380
Agency Telephone: 832-702-8350

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, **MANDY L. BUSSELL**, certify that I am the secretary of the corporation named as Principal in the Bond; that **KENNETH D GASSIOT**, who signed the Bond on behalf of Principal, was then **VP OF CONSTRUCTION** of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Mandy L Busell (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott D. Chapman, Kevin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Jeanne M. Buchan, Misty Witt, Cheryl R. Colson, Bryan Lewis
USI Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____, 2019

Randall Musselman

Randall Musselman, Secretary



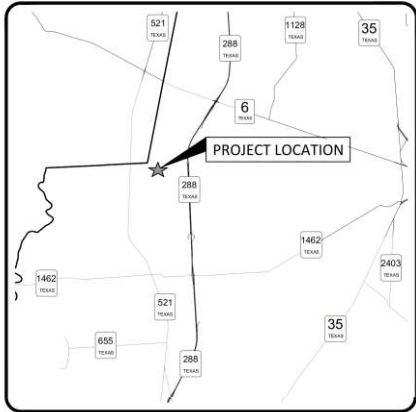
TEXAS CONSUMER NOTICE

<p>1. IMPORTANT NOTICE To obtain information or make a complaint:</p> <p>2. You may contact your agent at:</p> <p>3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567</p> <p>4. You may also write to The Guarantee Company of North America USA at:</p> <p>One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.theguaranteeus.com E-mail: Info@theguaranteeus.com Fax: 248-750-0431</p> <p>5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439</p> <p>6. You may write the Texas Department of Insurance: 333 Guadalupe Street P.O. Box 149104 Austin, TX 78701 Fax: (512) 490-1007 Web: http://www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov</p> <p>7. PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>8. ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.</p>	<p>AVISO IMPORTANTE Para obtener informacion o para someter una queja:</p> <p>Puede comunicarse con su agent al</p> <p>Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567</p> <p>Usted tambien puede escribir a to The Guarantee Company of North America USA;</p> <p>One Towne Square, Suite 1470 Southfield, Michigan 48076 Web: www.theguaranteeus.com E-mail: Info@theguaranteeus.com Fax: 248-750-0431</p> <p>Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1-800-252-3439</p> <p>Puede escribir al Departamento de Seguros de Texas: 333 Guadalupe Street P.O. Box 149104 Austin, TX 78701 Fax: (512) 490-1007 Web: http://www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov</p> <p>DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p>UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.</p>
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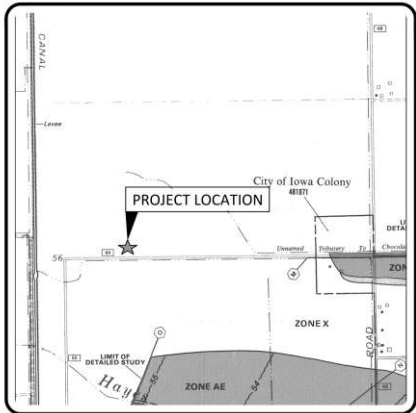
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT 53 WATER SYSTEM

DEVELOPER INFORMATION:
 BRAZORIA COUNTY MUD 53
 C/O: ALLEN, BOONE, HUMPHRIES, ROBINSON, LLP
 3200 SOUTHWEST FREEWAY, SUITE 2600
 HOUSTON, TEXAS 77027
 CONTACT: TIMOTHY AUSTIN
 CONTACT PHONE: 713-860-6465

PROJECT LOCATION:
 COUNTY ROAD 64 @ COUNTY ROAD 48
 ROSHARON, TEXAS 77583



LOCATION MAP
NTS



FLOOD PLAIN MAP

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY
 FLOOD INSURANCE RATE MAP COMMUNITY
 PANEL No. 48039C015H DATED: 06/05/1989
 THIS TRACT LIES WITHIN ZONE "X". AREAS OUTSIDE OF THE 500 YEAR FLOOD PLAIN
 THE BASE FLOOD ELEVATION IS: 55.00'±



VICINITY MAP

BRAZORIA COUNTY, TEXAS
 KEY MAP: 691 Q

NOTES:

- CONTRACTOR SHALL NOTIFY THE CITY OF IWO COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR dinh@adico-llc.com & inspections@adico-llc.com) AND BRAZORIA COUNTY ENGINEER - construction@brazoria-county.com 48 HOURS BEFORE COMMENCING WORK.
- DRAINAGE AND DETENTION ANALYSIS FOR SIERRA VISTA WEST AMENDMENT NO. 1st PREPARED BY JONES & CARTER, INC. DATED DECEMBER 2018. APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 ON DECEMBER 20, 2018 AND CITY OF IOWA COLONY ON DECEMBER 18, 2018.

SHEET INDEX	
SHEET No.	SHEET NAME
01	COVERSHEET
02	SERVICE AREA
03	SITE PLAN
04	GRADING & DRAINAGE PLAN
05	WATER PLANT PLAN
06	WATER WELL PLAN & DETAILS
07	GROUND STORAGE TANK PLAN
08	GROUND STORAGE TANK DETAILS
09	BOOSTER PUMP PLAN & DETAILS
10	HYDROPNEUMATIC TANK PLAN & DETAILS
11	WATER PLANT DETAILS 1
12	WATER PLANT DETAILS 2
13	WATER PLANT DETAILS 3
14	CONTROL SCHEMATIC
15	ELECTRICAL SITE PLAN
16	ELECTRICAL ONE LINE
17	ELECTRICAL DETAILS 1
18	ELECTRICAL DETAILS 2
19	GENSET PLAN & DETAILS
20	ELECTRICAL ABBREVIATIONS & LEGENDS
21	STORM WATER POLLUTION PREVENTION PLAN
22	STORM WATER POLLUTION PREVENTION DETAILS
23	GENERAL NOTES

REVISION	DATE
ELECTRICAL REVISIONS	7/23/19

WATERENGINEERS, INC.
 Water & Wastewater Treatment Consultants
 13258 HEFFNER ROAD
 CYPRESS, TEXAS 77429
 TEL: 281-373-4000
 FAX: 281-373-1113

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-Braatsen 08/12/19
 MICHAEL BYRUM-BRAATSEN, MAYOR DATE

Dinh Ho, P.E. 08/12/2019
 DINH HO, P.E., CITY ENGINEER DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT 53 WATER SYSTEM
 COUNTY ROAD 64 @ COUNTY ROAD 48
 ROSHARON, TEXAS 77583



APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

LEE WALDEN, P.E. PRESIDENT	DATE	KERRY L. OSBURN VICE PRESIDENT	DATE
MARK ROLLER SECRETARY/TREASURER	DATE	JARROD D. ADEN P.E., C.F.M. DISTRICT ENGINEER	DATE

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE SITE WORK IS EXPECTED.

BCDD 5 I.D. # B190012

SHEET NAME:

COVERSHEET

DRAWN BY: JLW
 CHECKED BY: DRY
 PROJECT No.: 5824.4
 DATE: 8/12/2019
 SHEET No.: **01 OF 23**

\\server1.well.cad\current\jobs\5824.2-sierra vista development\pws\01 coversheet.dwg

Tuesday, August 22, 2023

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

Re: Caldwell Crossing Section 5 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 2834
Adico, LLC Project No. 16007-2-314

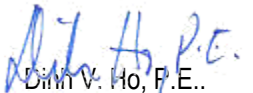
Dear Ms. Martinez;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 5 Preliminary Plat, received on or about August 21, 2023. The review of the preliminary plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objections to the preliminary plat as resubmitted August 21, 2023. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 30, 2023, for consideration at the September 5, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

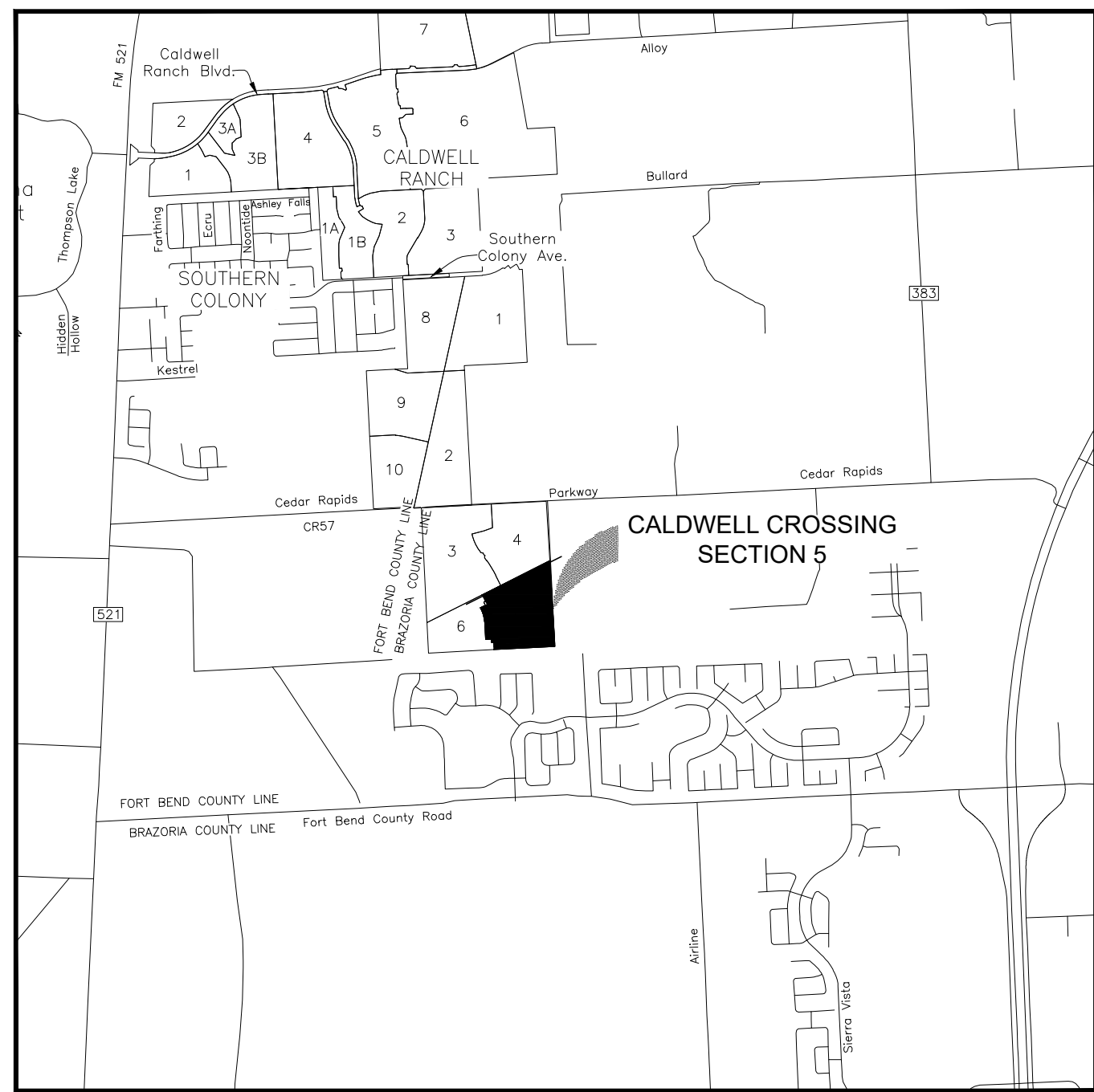


Dim V. Ho, P.E.
TBPE Firm No.16423

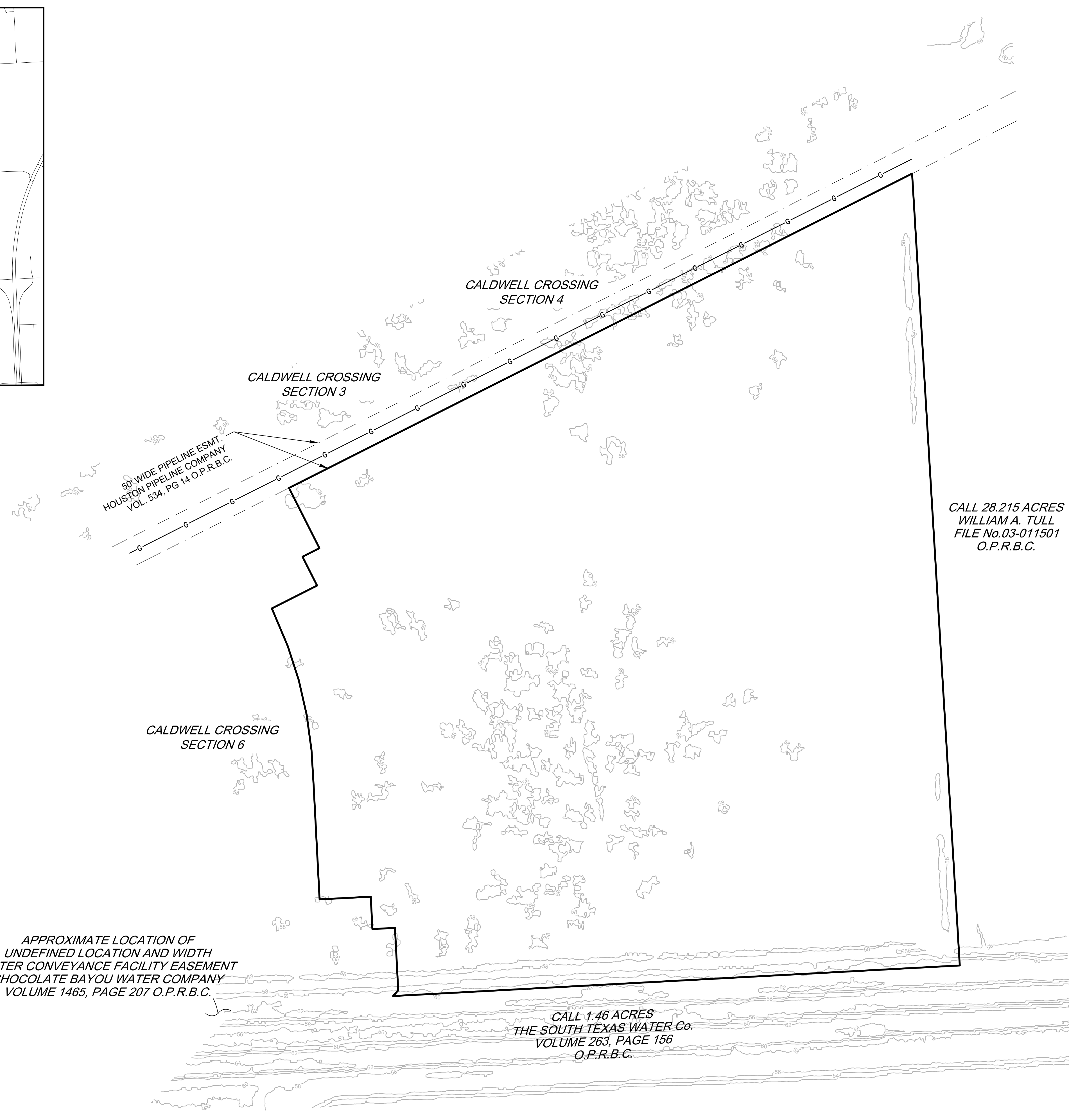
Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-314

GENERAL NOTES:

- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.999874707.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C0106K DECEMBER 30, 2020 THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE LOCATION OF THE FLOOD ZONE WAS DETERMINED BY SCALING FROM SAID FEMA MAP. THE ACTUAL LOCATION, AS DETERMINED BY ELEVATION CONTOURS, MAY DIFFER.
- T.B.M. INDICATES TEMPORARY BENCHMARK; TBM-171: 58 INCH IRON ROD SET.
- ELEVATION + 58.25', NAVD 83, GEOID 15.
- THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES IN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.
- CONTOUR LINES SHOWN HEREON ARE BASED ON THE NOS BENCHMARK, 258 BEING NOTED HEREON.
- THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
- THE APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.
- DRAINAGE PLANS TO BE PROVIDED PRIOR TO FINAL PLAT SUBMITTAL.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORD PLAT THE ONE FOOT RESERVE SHALL HEREBY BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- OWNERS DO HEREBY CERTIFY THAT THEY ARE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF (NAME AND SECTION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD.; 608 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.
- A 50' PIPELINE SETBACK IS PROVIDED FOR LOTS 1-4 WITHIN BLOCK 1, LOTS 1-7 WITHIN BLOCK 2, AND LOTS 1-4 WITHIN BLOCK 5. THE SETBACK IS MEASURED FROM THE PIPELINE AND SHALL APPLY TO STRUCTURES ON THESE LOTS. THE 50' SETBACK IS INDICATED BY THE REAR BUILDING LINE (R.B.L.) PROVIDED.



Vicinity Map
1 inch = 1/2 mile



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

CALL 28.215 ACRES
WILLIAM A. TULL
FILE No. 03-011501
O.P.R.B.C.

50' WIDE PIPELINE ESMT.
HOUSTON PIPELINE COMPANY
VOL. 534, PG 14 O.P.R.B.C.

APPROXIMATE LOCATION OF
UNDEFINED LOCATION AND WIDTH
WATER CONVEYANCE FACILITY EASEMENT
CHOCOLATE BAYOU WATER COMPANY
VOLUME 1465, PAGE 207 O.P.R.B.C.

CALL 1.46 ACRES
THE SOUTH TEXAS WATER Co.
VOLUME 263, PAGE 156
O.P.R.B.C.

A PRELIMINARY PLAT OF
CALDWELL CROSSING
SECTION 5
EXISTING CONDITIONS

±32.30 ACRES
127 LOTS (60' x 120' TYP.) AND
18 RESTRICTED RESERVES IN 7 BLOCKS

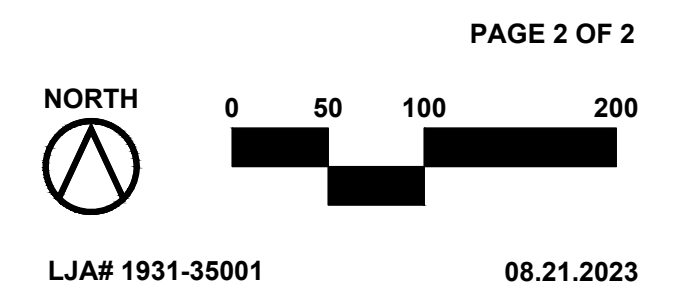
OUT OF THE
WILLIAM PETTUS SURVEY, A-714
CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

OWNER:
608 COLONY INVESTMENTS, LTD
10003 NW MILITARY HWY., SUITE 2201, SAN ANTONIO, TX 78231
210-344-9200

PLANNER:
LJA Planning +
Landscape
Architecture
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

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

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

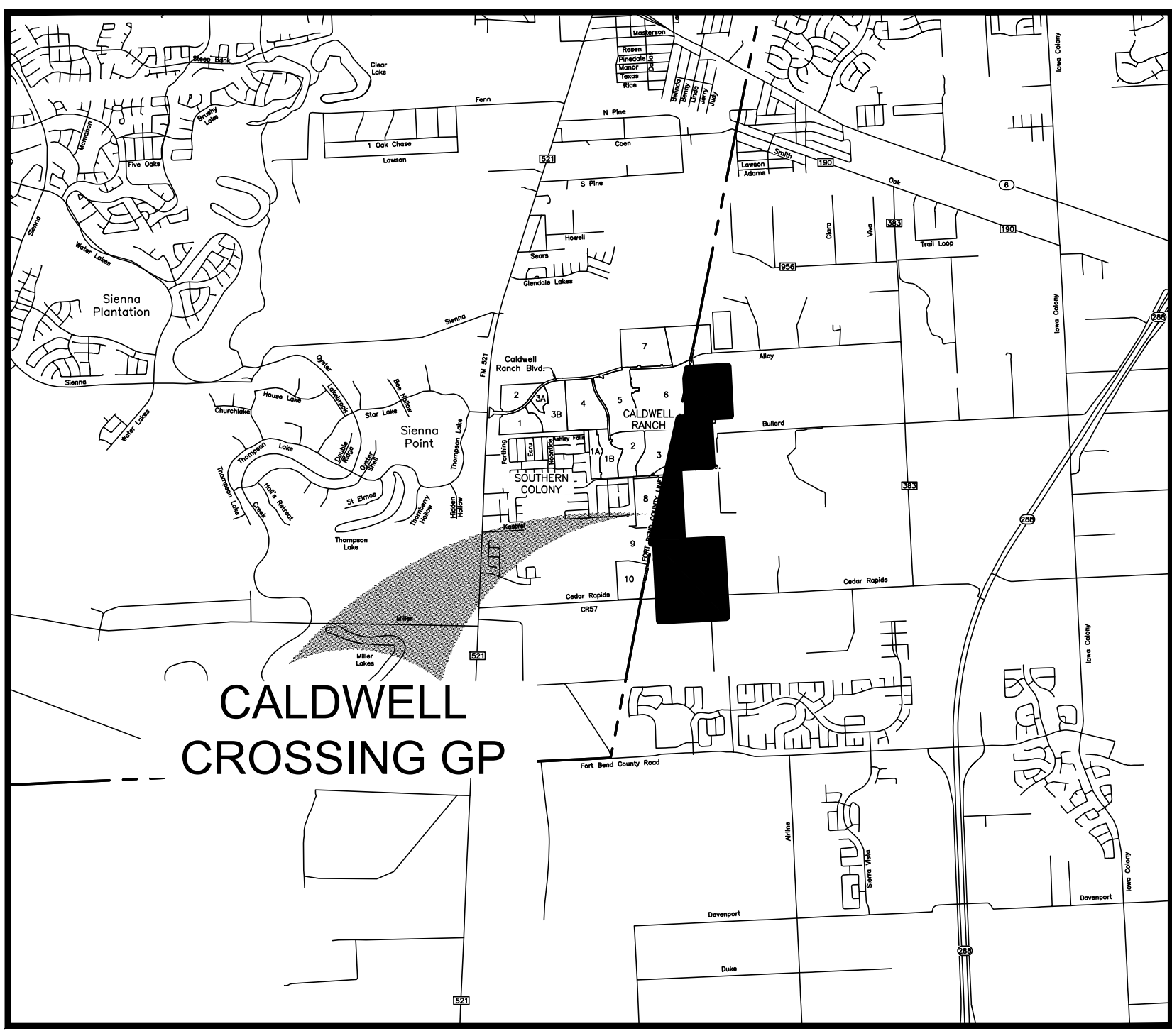


DISCLAIMER AND LIMITED WARRANTY
THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE FOREMENTIONED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

STERLING LAKES WEST SEC 3
FILE No. 2017059203 B.C.P.R.

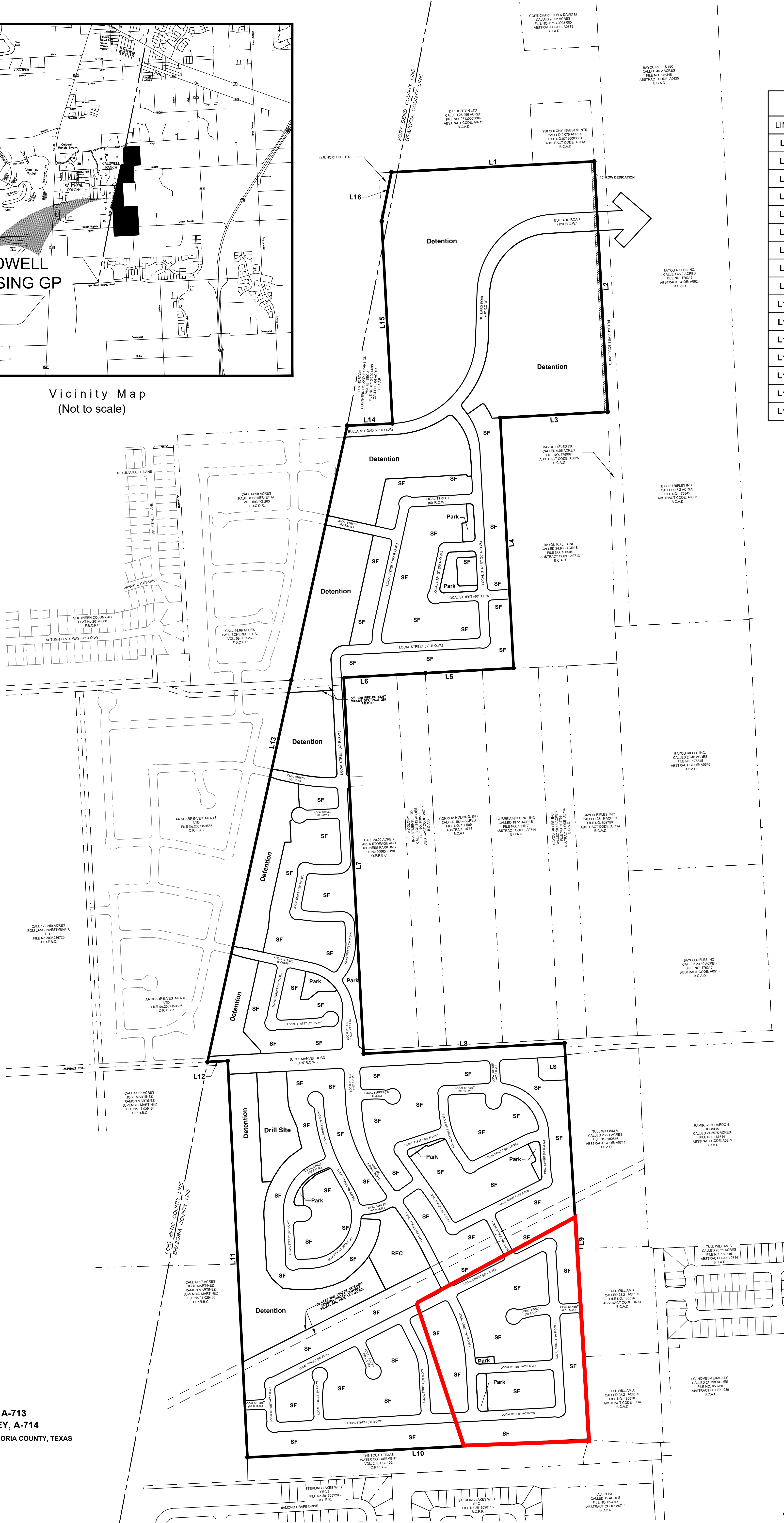
STERLING LAKES WEST SEC 1
FILE No. 2016028115 B.C.P.R.

ALVIN I.S.D
CALLED 15 ACRES.
FILE NO. 553947
ABSTRACT CODE: A0714 B.C.P.R.



Vicinity Map
(Not to scale)

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 86°55'29" W	1290'
L2	N 03°04'56" W	1593'
L3	N 86°55'29" E	684'
L4	N 03°04'16" W	1592'
L5	N 86°48'07" E	821'
L6	N 86°59'33" E	259'
L7	N 03°01'57" W	2391'
L8	S 86°59'33" W	1277'
L9	N 03°26'36" W	2521'
L10	N 87°01'29" E	2168'
L11	S 02°50'48" E	2520'
L12	N 86°59'33" E	128'
L13	S 12°23'09" W	4135'
L14	S 87°21'26" W	288'
L15	S 03°04'56" E	1285'
L16	S 11°12'19" W	318'



OUT OF THE
WILLIAM HALL SURVEY, A-713
WILLIAM PATTUS SURVEY, A-714
CITY OF IOWA COLONY ET J., BRAZORIA COUNTY, TEXAS

DISCLAIMER AND LIMITED WARRANTY

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

a General Plan for
CALDWELL CROSSING
253.9 ACRES
prepared for
D.R. HORTON

PLANNER:



Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
713.953.5200 - 713.953.5026



LJA# 1931-35001

08.09.2022

Tuesday, August 22, 2023

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

Re: Caldwell Crossing Section 6 Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 2833
Adico, LLC Project No. 16007-2-315

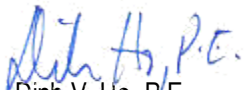
Dear Ms. Martinez;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 6 Preliminary Plat, received on or about August 21, 2023. The review of the preliminary plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

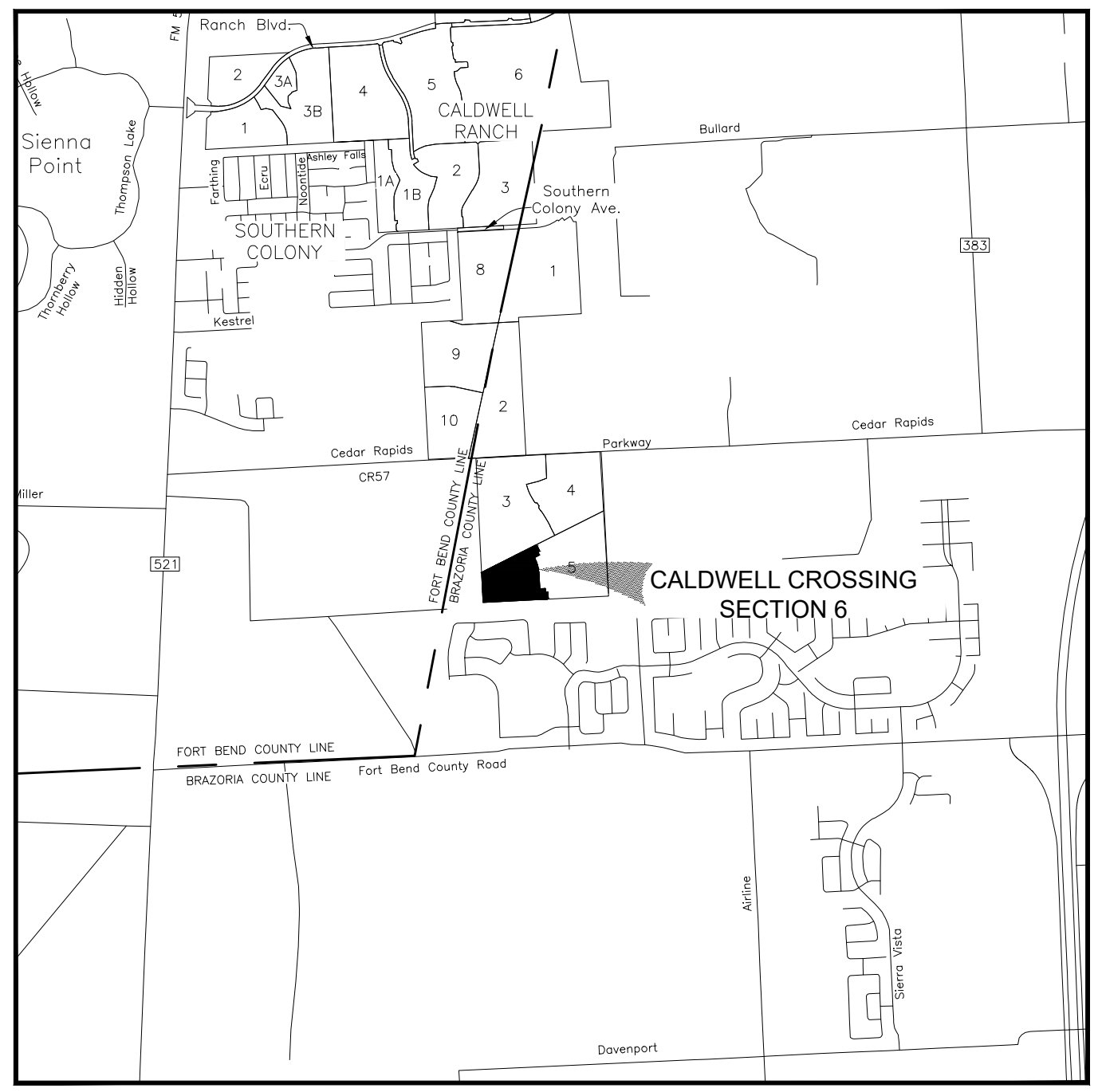
Based on our review, we have no objections to the preliminary plat as resubmitted August 21, 2023. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 30, 2023, for consideration at the September 5, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-315



Vicinity Map
1 inch = 1/2 mile

LINE	BEARING	DISTANCE
L1	S 26°46'49" E	125.00'
L2	S 63°13'11" W	35.10'
L3	S 26°46'49" E	60.00'
L4	S 63°13'11" W	93.90'
L5	S 22°55'32" E	75.81'
L6	S 17°53'22" E	66.02'
L7	S 12°50'41" E	66.02'
L8	S 07°47'59" E	66.02'
L9	S 03°29'48" E	66.51'
L10	S 02°58'31" E	210.75'
L11	N 87°01'29" E	95.00'
L12	S 02°58'31" E	60.00'
L13	N 87°01'29" E	41.80'
L14	S 02°58'31" E	116.04'
L15	S 41°58'03" W	14.16'
L16	S 86°54'36" W	1115.83'
L17	N 02°50'48" W	524.45'
L18	S 26°46'49" E	22.45'
L19	S 26°46'49" E	22.45'
L20	N 02°50'48" W	37.27'
L21	S 87°09'12" W	110.00'
L22	N 87°09'12" E	110.00'
L23	N 02°50'48" W	41.14'
L24	S 18°13'11" W	14.14'
L25	N 71°46'49" W	14.14'
L26	N 26°46'49" W	10.00'
L27	N 59°48'48" W	7.00'

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	50.00'	90°07'43"	78.65'	S 47°54'39" E	70.79'
C2	50.00'	66°03'59"	57.65'	S 30°11'12" W	54.51'
C3	300.00'	23°48'18"	124.64'	N 14°52'40" W	123.75'
C4	600.00'	23°48'18"	249.29'	N 14°52'40" W	247.50'
C5	25.00'	87°09'04"	38.03'	S 19°38'39" W	34.47'
C6	630.00'	20°57'23"	230.43'	S 13°27'12" E	229.14'
C7	25.00'	90°00'00"	39.27'	S 47°58'31" E	35.36'
C8	25.00'	21°42'04"	9.47'	S 76°10'27" W	9.41'
C9	50.00'	133°31'52"	116.53'	N 47°54'39" W	91.89'
C10	25.00'	21°42'04"	9.47'	N 08°00'14" E	9.41'
C11	25.00'	90°00'00"	39.27'	N 42°09'12" E	35.36'
C12	25.00'	23°10'11"	10.11'	N 14°25'53" W	10.04'
C13	50.00'	112°24'21"	98.09'	N 30°11'12" E	83.10'
C14	25.00'	23°10'11"	10.11'	N 74°48'17" E	10.04'
C15	25.00'	97°38'08"	42.60'	S 67°57'45" E	37.63'
C16	270.00'	16°10'10"	76.20'	S 11°03'36" E	75.94'
C17	25.00'	90°00'00"	39.27'	S 42°01'29" W	35.36'
C18	25.00'	90°07'43"	39.33'	N 47°54'39" W	35.39'
C19	25.00'	66°03'59"	28.83'	N 30°11'12" E	27.26'
C20	25.00'	93°25'28"	40.76'	S 70°04'05" E	36.40'
C21	570.00'	20°22'51"	202.76'	S 13°09'56" E	201.69'
C22	25.00'	90°00'00"	39.27'	S 42°01'29" W	35.36'
C23	25.00'	90°00'00"	39.27'	N 47°58'31" W	35.36'
C24	330.00'	18°32'37"	106.80'	N 12°14'49" W	106.34'
C25	25.00'	84°44'19"	36.97'	N 20°51'01" E	33.70'

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.025	1,099	RESTRICTED TO OPEN SPACE / LANDSCAPE
B	0.025	1,090	RESTRICTED TO OPEN SPACE / LANDSCAPE
C	0.121	5,267	RESTRICTED TO OPEN SPACE / LANDSCAPE
D	0.024	1,040	RESTRICTED TO OPEN SPACE / LANDSCAPE
E	0.024	1,040	RESTRICTED TO OPEN SPACE / LANDSCAPE
F	0.094	4,110	RESTRICTED TO OPEN SPACE / LANDSCAPE
G	0.088	3,850	RESTRICTED TO OPEN SPACE / LANDSCAPE / DRAINAGE
H	0.026	1,129	RESTRICTED TO OPEN SPACE / LANDSCAPE
I	0.026	1,123	RESTRICTED TO OPEN SPACE / LANDSCAPE
J	0.027	1,156	RESTRICTED TO OPEN SPACE / LANDSCAPE
K	0.586	25,535	RESTRICTED TO OPEN SPACE / LANDSCAPE / PARK
L	0.050	2,185	RESTRICTED TO OPEN SPACE / LANDSCAPE
M	0.050	2,180	RESTRICTED TO OPEN SPACE / LANDSCAPE
TOTAL	1.166	50,802	

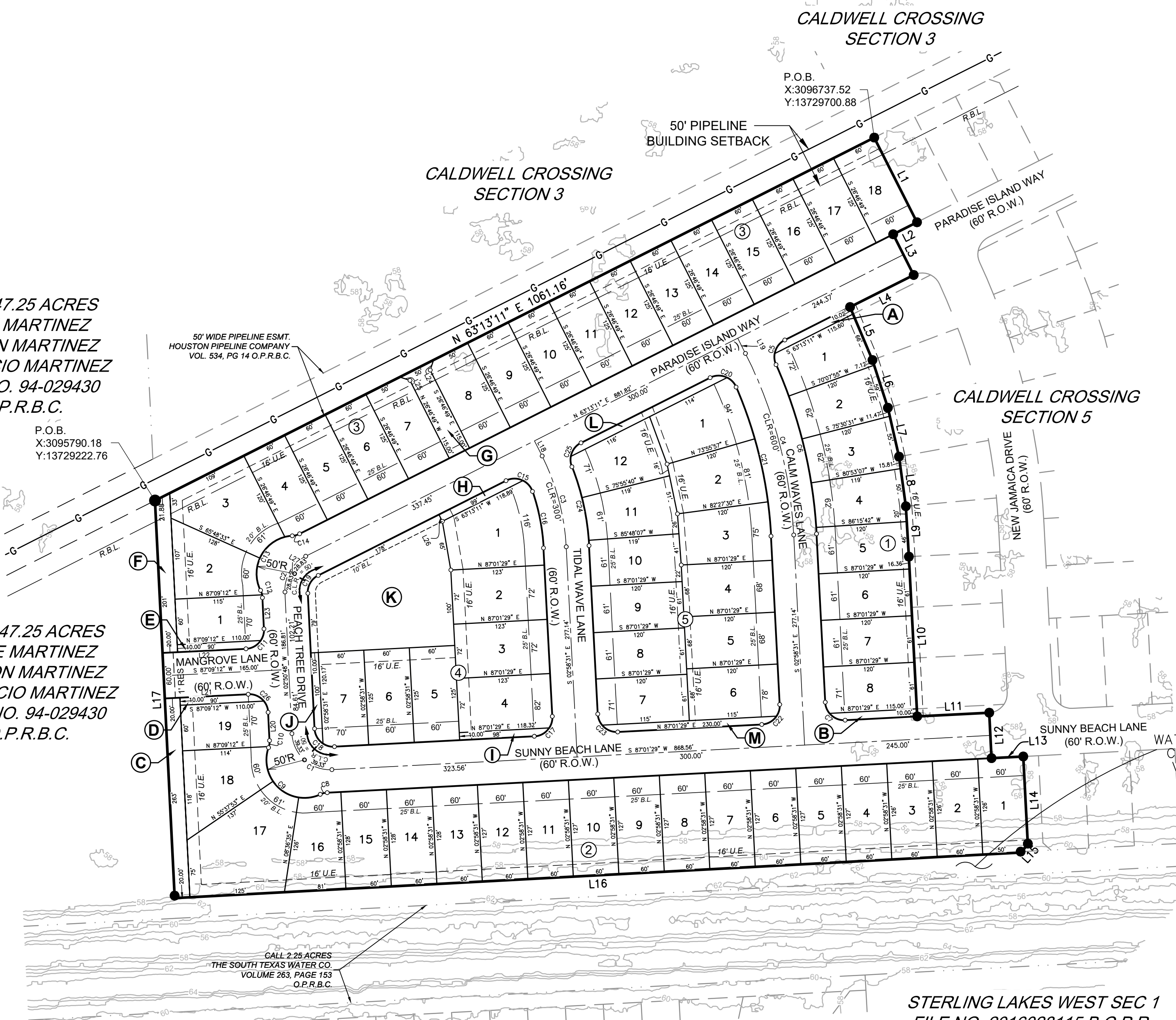
CALL 47.25 ACRES
JOSE MARTINEZ
RAMON MARTINEZ
JUVENCIO MARTINEZ
FILE NO. 94-029430
O.P.R.B.C.

P.O.B.
X:3095790.18
Y:13729222.76

CALL 47.25 ACRES
JOSE MARTINEZ
RAMON MARTINEZ
JUVENCIO MARTINEZ
FILE NO. 94-029430
O.P.R.B.C.

CALL 2.25 ACRES
THE SOUTH TEXAS WATER CO
VOLUME 283, PAGE 163
O.P.R.B.C.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203 B.C.P.R.



- GENERAL NOTES:
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.9998724707.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 490300195K DECEMBER 30, 2020 THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
 - THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES, THE LOCATION OF THE FLOOD ZONE WAS DETERMINED BY SCALING FROM SAID FEMA MAP. THE ACTUAL LOCATION, AS DETERMINED BY ELEVATION CONTOURS, MAY DIFFER.
 - T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-171: 5/8 INCH IRON ROD SET.
 - ELEVATION = 59.28', NAVD 88, GEOID 18.
 - THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES IN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD #7, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
 - PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.
 - CONTOUR LINES SHOWN HEREON ARE BASED ON THE NG8 BENCHMARK E 308 BEING NOTED HEREON.
 - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR REPLIED UPON AS A FINAL SURVEY DOCUMENT.
 - THE APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.
 - DRAINAGE PLANS TO BE PROVIDED PRIOR TO FINAL PLAT SUBMITTAL.
 - ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT IS SUBDIVIDED NO RE-SUBDIVISION IN A RECORD PLAT THE ONE FOOT RESERVE SHALL HEREOFOR BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
 - OWNERS DO HEREBY CERTIFY THAT THEY ARE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF (NAME AND SECTION) WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACRESAGE.
 - ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
 - ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
 - THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD.; 608 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.
 - A 60' PIPELINE SETBACK IS PROVIDED FOR LOTS 3-14 WITHIN BLOCK 3. THE SETBACK IS MEASURED FROM THE PIPELINE AND SHALL APPLY TO STRUCTURES ON THESE LOTS. THE 50' SETBACK IS INDICATED BY THE REAR BUILDING LINE (R.B.L.) PROVIDED.

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

APPROXIMATE LOCATION OF UNDEFINED LOCATION AND WIDTH WATER CONVEYANCE FACILITY EASEMENT CHOCOLATE BAYOU WATER COMPANY VOLUME 1465, PAGE 207 O.P.R.B.C.

A PRELIMINARY PLAT OF
CALDWELL CROSSING
SECTION 6

±17.23 ACRES
64 LOTS (60' x 120' TYP.) AND
13 RESTRICTED RESERVES IN 5 BLOCKS

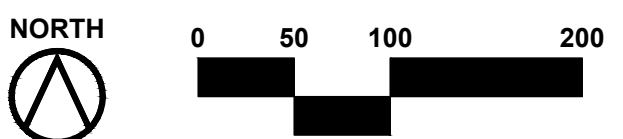
ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-1386

OWNER:
WILLIAM PETTUS SURVEY, A-714
CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

OWNER:
608 COLONY INVESTMENTS, LTD
10003 NW MILITARY HWY. SUITE 2201, SAN ANTONIO, TX 78231
210-344-9200

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

PLANNER:
LJA Planning + Landscape Architecture
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200



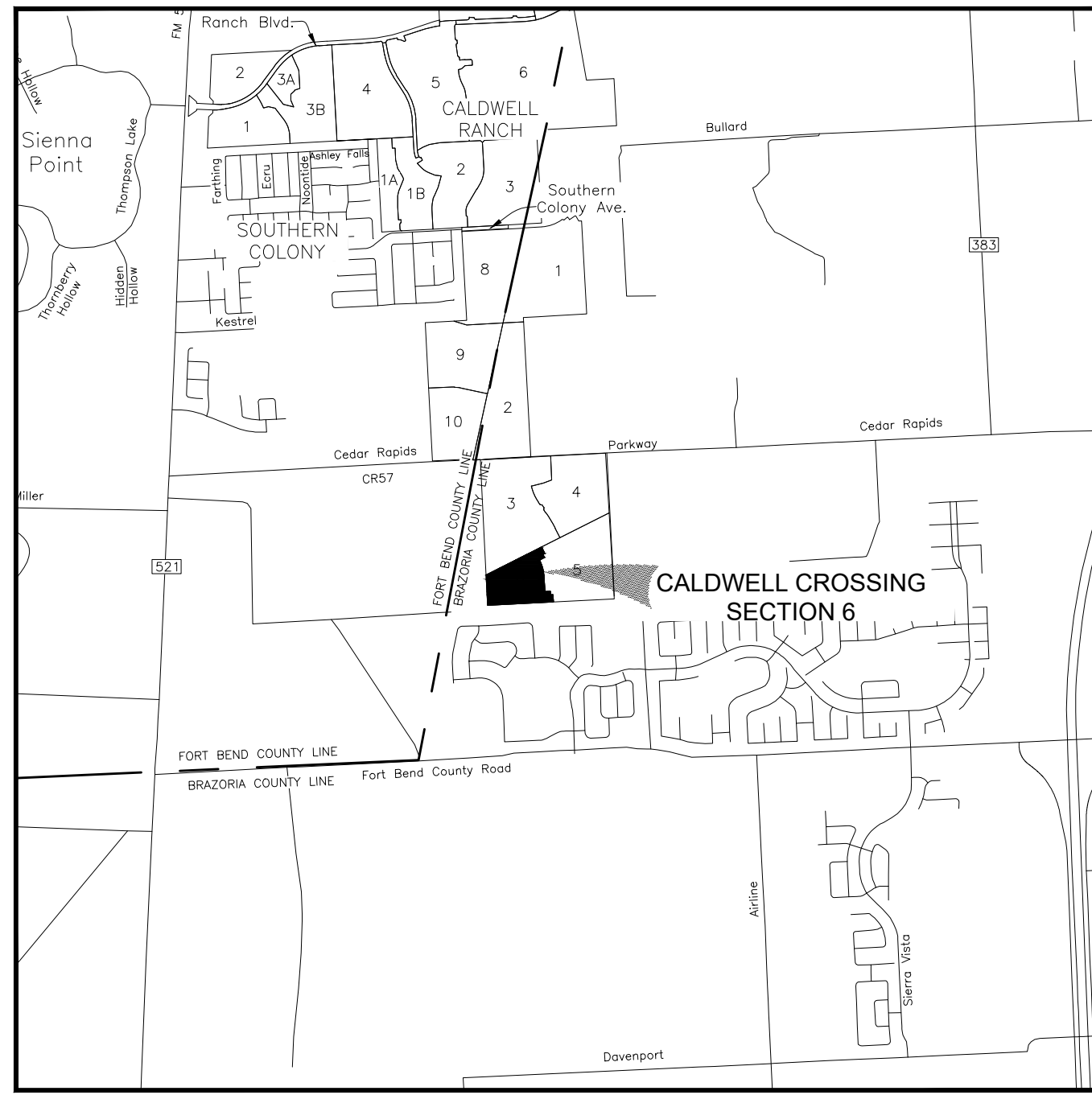
LJA# 1931-35001

08.21.2023
PAGE 1 OF 2

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

GENERAL NOTES:

1. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.9998724797.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 4829C0105K DECEMBER 28, 2020 THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- 2.1. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE LOCATION OF THE FLOOD ZONE WAS DETERMINED BY SCALING FROM SAID FEMA MAP. THE ACTUAL LOCATION, AS DETERMINED BY ELEVATION CONTOURS, MAY DIFFER.
3. T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-171: 5/8 INCH IRON ROD SET.
4. ELEVATION = 89.26', NAVD 88, GEOD 18.
5. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES IN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
6. PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS.
7. CONTOUR LINES SHOWN HEREON ARE BASED ON THE NGS BENCHMARK E 306 BEING NOTED HEREON.
8. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
9. THE APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.
10. DRAINAGE PLANS TO BE PROVIDED PRIOR TO FINAL PLAT SUBMITTAL.
11. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORD PLAT THE ONE FOOT RESERVE SHALL HEREOFOR BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
12. OWNERS DO HEREBY CERTIFY THAT THEY ARE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF (NAME AND SECTION) WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT AREAS.
13. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
14. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
15. THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD.; 608 COLONY INVESTMENTS, LTD.; AND D.R. HORTON.
16. A 5' PIPELINE SETBACK IS PROVIDED FOR LOTS 3-18 WITHIN BLOCK 3. THE SETBACK IS MEASURED FROM THE PIPELINE AND SHALL APPLY TO STRUCTURES ON THESE LOTS. THE 5' SETBACK IS INDICATED BY THE REAR BUILDING LINE (R.B.L.) PROVIDED.



Vicinity Map
1 inch = 1/2 mile

CALL 47.25 ACRES
JOSE MARTINEZ
RAMON MARTINEZ
JUVENCIO MARTINEZ
FILE NO. 94-029430
O.P.R.B.C.

CALL 47.25 ACRES
JOSE MARTINEZ
RAMON MARTINEZ
JUVENCIO MARTINEZ
FILE NO. 94-029430
O.P.R.B.C.

50' WIDE PIPELINE ESMT.
HOUSTON PIPELINE COMPANY
VOL. 534, PG 14 O.P.R.B.C.

CALL 2.25 ACRES
THE SOUTH TEXAS WATER CO.
VOLUME 263, PAGE 153
O.P.R.B.C.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203 B.C.P.R.

STERLING LAKES WEST SEC 1
FILE NO. 2016028115 B.C.P.R.

APPROXIMATE LOCATION OF
UNDEFINED LOCATION AND WIDTH
WATER CONVEYANCE FACILITY EASEMENT
CHOCOLATE BAYOU WATER COMPANY
VOLUME 1465, PAGE 207 O.P.R.B.C.

- LEGEND
- RES. INDICATES RESERVE
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 - ← → INDICATES STREETNAME CHANGE

A PRELIMINARY PLAT OF
CALDWELL CROSSING
SECTION 6
EXISTING CONDITIONS

±17.23 ACRES
64 LOTS (60' x 120' TYP.) AND
13 RESTRICTED RESERVES IN 5 BLOCKS

ENGINEER:

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

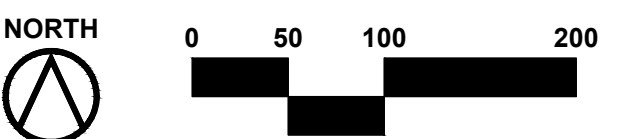
OUT OF THE
WILLIAM PETTUS SURVEY, A-714
CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

OWNER:
608 COLONY INVESTMENTS, LTD
10003 NW MILITARY HWY., SUITE 2201, SAN ANTONIO, TX 78231
210-344-9200

SURVEYOR:

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

PLANNER:
LJA Planning +
Landscape
Architecture
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042
713.953.5200

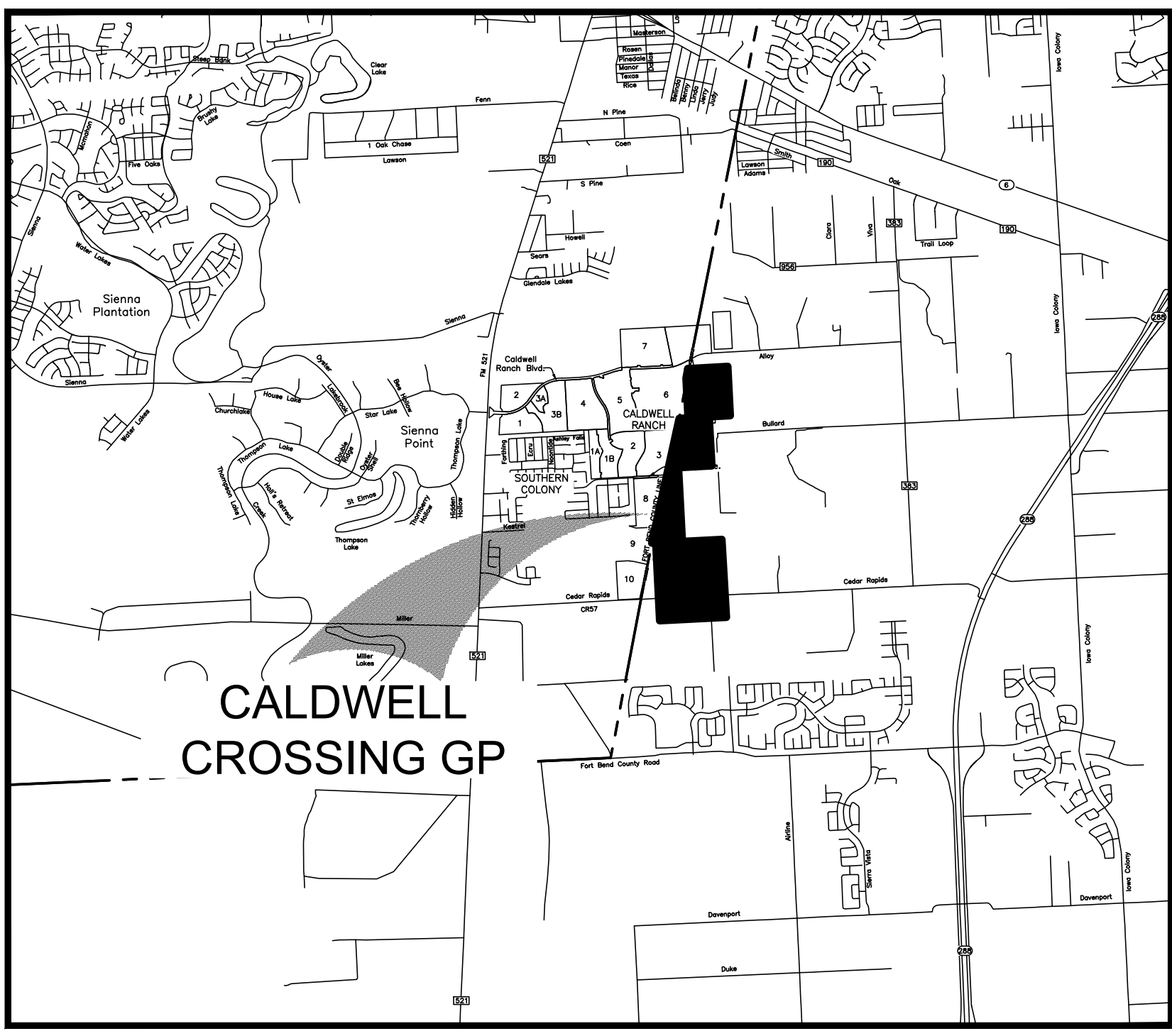


LJA# 1931-35001

08.21.2023
PAGE 2 OF 2

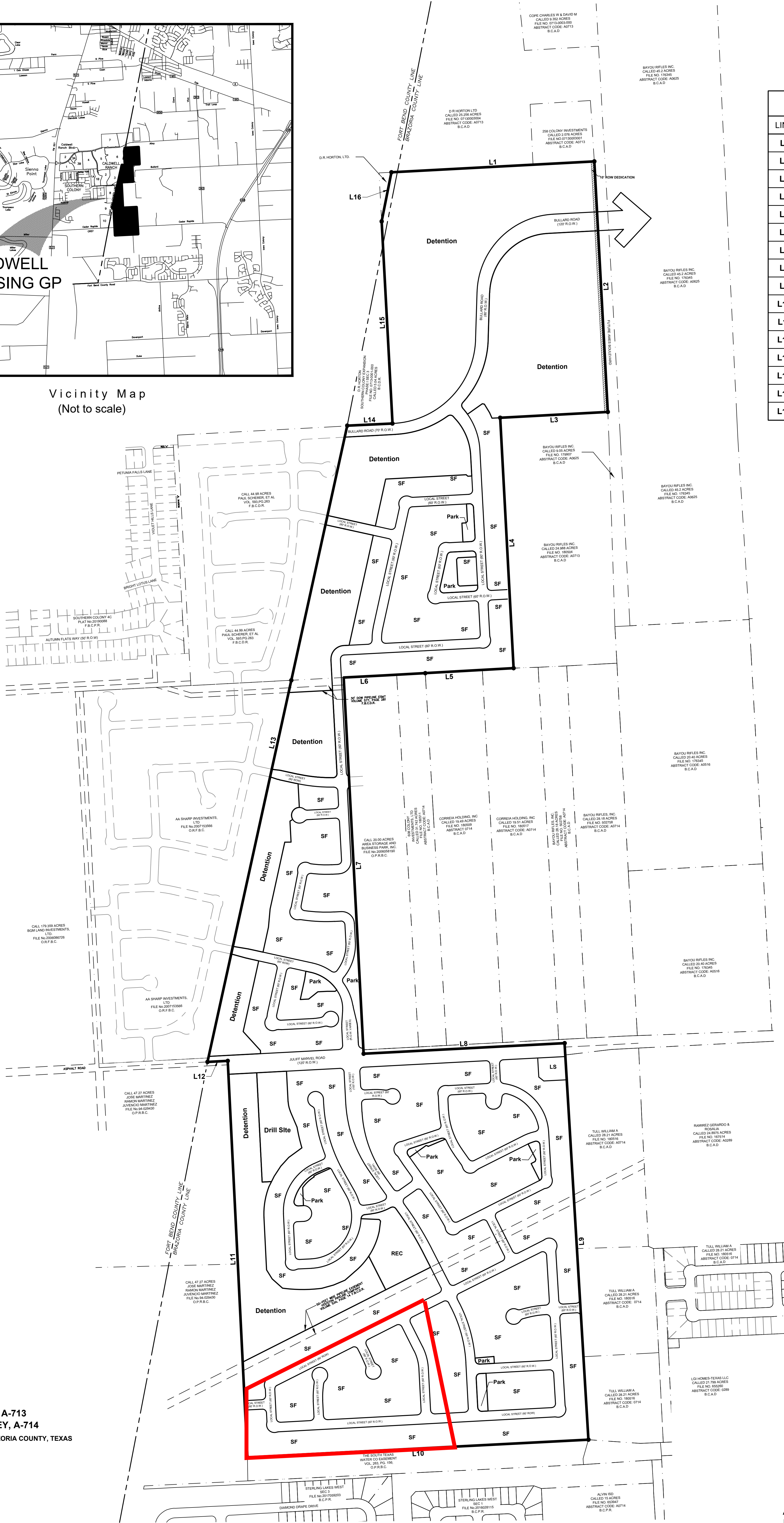
DISCLAIMER AND LIMITED WARRANTY

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



Vicinity Map
(Not to scale)

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 86°55'29" W	1290'
L2	N 03°04'56" W	1593'
L3	N 86°55'29" E	684'
L4	N 03°04'16" W	1592'
L5	N 86°48'07" E	821'
L6	N 86°59'33" E	259'
L7	N 03°01'57" W	2391'
L8	S 86°59'33" W	1277'
L9	N 03°26'36" W	2521'
L10	N 87°01'29" E	2168'
L11	S 02°50'48" E	2520'
L12	N 86°59'33" E	128'
L13	S 12°23'09" W	4135'
L14	S 87°21'26" W	288'
L15	S 03°04'56" E	1285'
L16	S 11°12'19" W	318'



OUT OF THE
WILLIAM HALL SURVEY, A-713
WILLIAM PATTUS SURVEY, A-714
CITY OF IOWA COLONY ET J., BRAZORIA COUNTY, TEXAS

a General Plan for
CALDWELL CROSSING
253.9 ACRES
prepared for
D.R. HORTON

DISCLAIMER AND LIMITED WARRANTY

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

PLANNER:



Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
713.953.5200 - 713.953.5026



LJA# 1931-35001

08.09.2022

Monday, August 28, 2023

Merrett Huddleston
Elevation Land Solutions
2445 Technology Forest Blvd, Suite 200
Houston, TX

Re: Cedar Rapids Parkway Phase II Street Dedication Final Plat
Letter of Recommendation to Approve
COIC Project No. 2246
Adico, LLC Project No. 16007-2-288

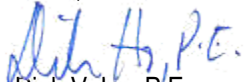
Dear Ms. Huddleston;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Cedar Rapids Parkway Phase II Street Dedication Final Plat, received on or about August 28, 2023. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon our review, we have no objections to the plat as resubmitted on August 28, 2023. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday August 30, 2023, for consideration at the September 5, 2023, Planning and Zoning Commission Meeting.

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

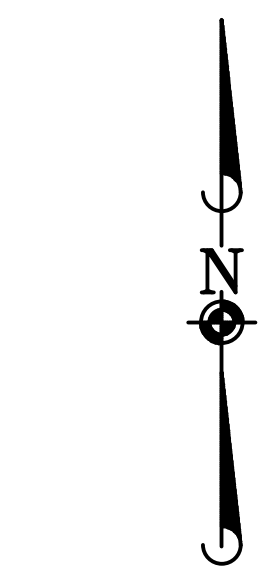
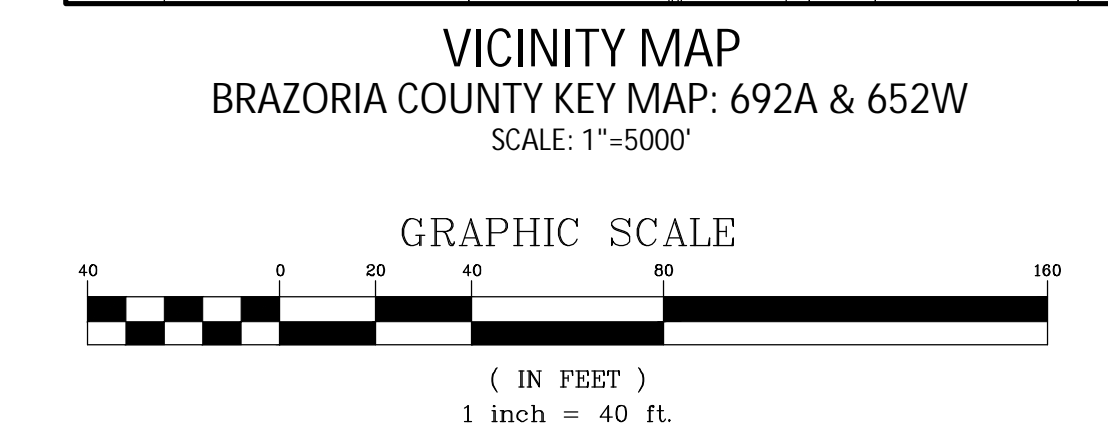
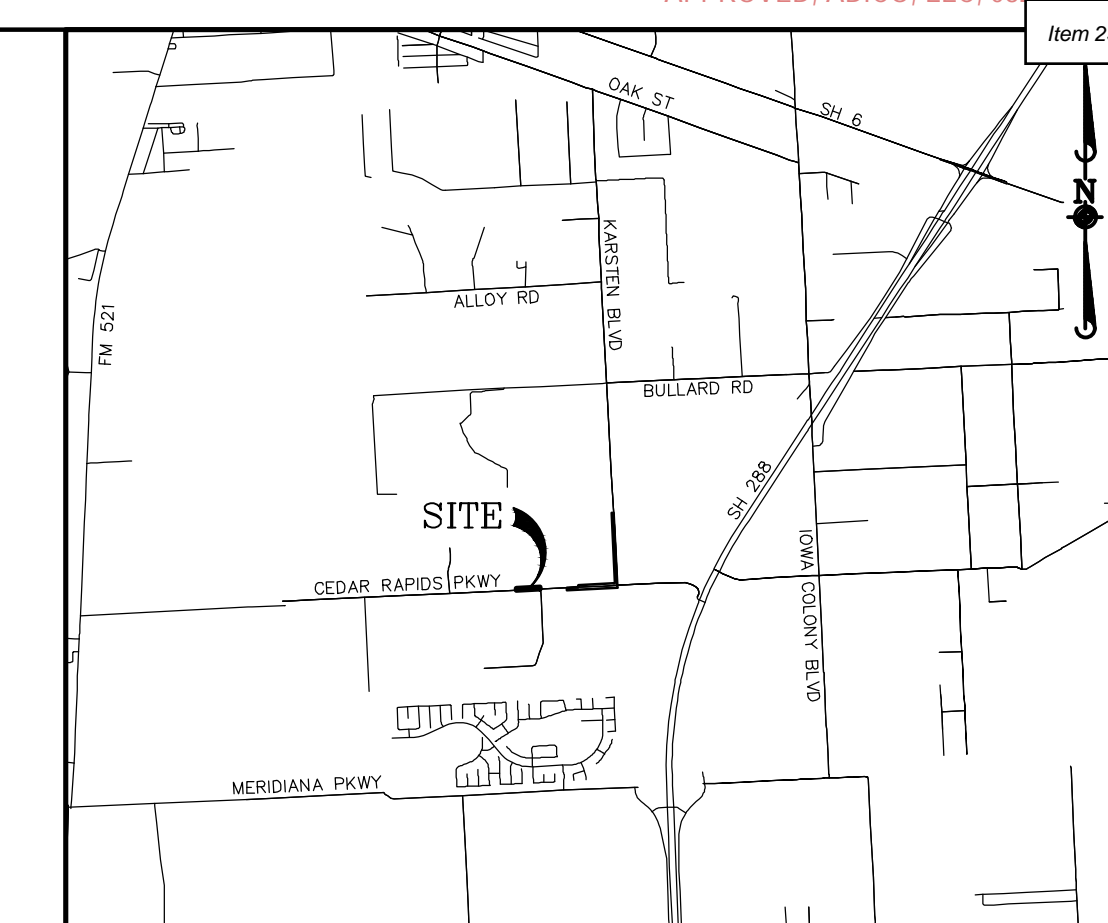
Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-288

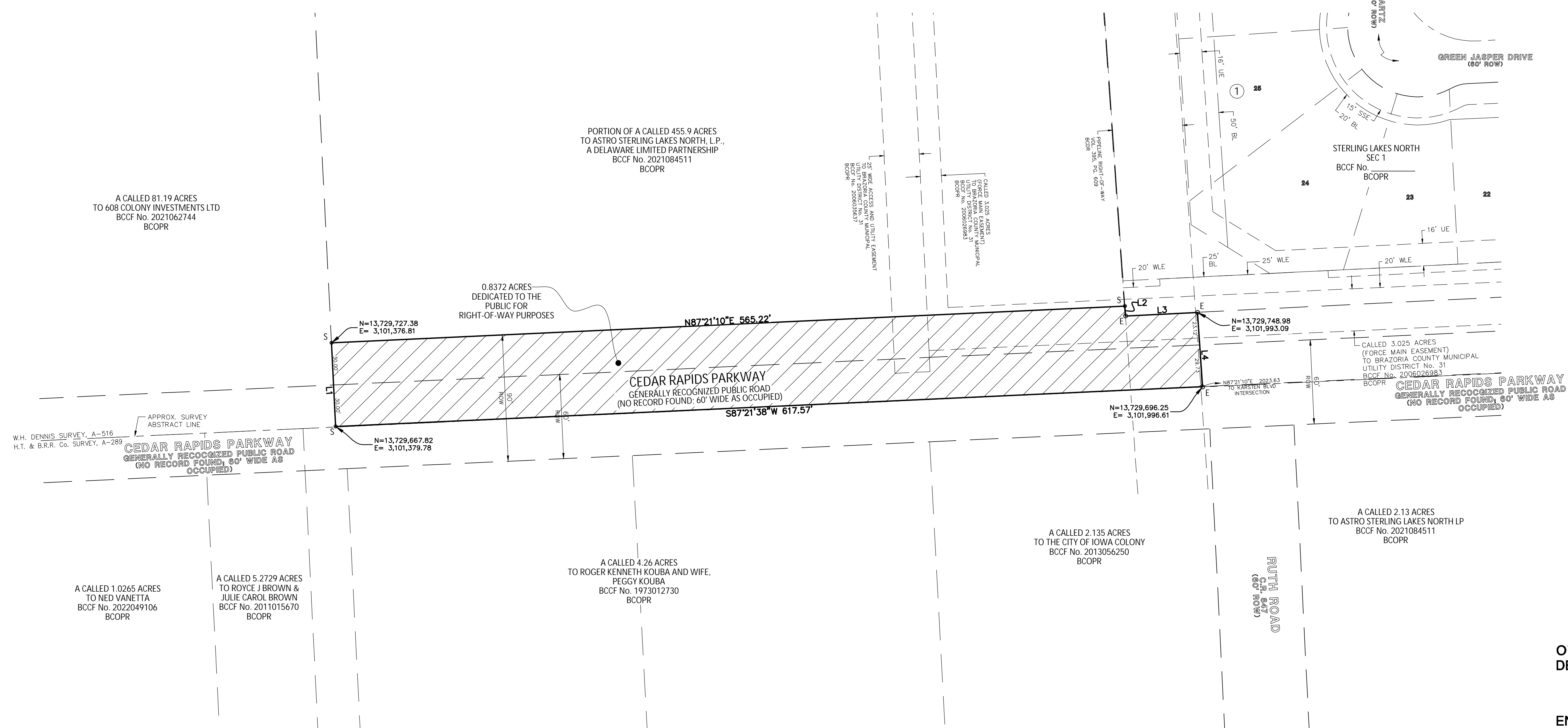
Line #	Length	Direction
L1	59.64'	N02°51'29"W
L2	7.06'	S03°59'29"E
L3	51.32'	N87°09'51"E
L4	52.85'	S03°49'24"E

- FINAL PLAT NOTES:
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
 - BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000.
 - SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
 - ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
 - BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
 - THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
 - ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
 - ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
 - THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
 - ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
 - ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
 - ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
 - FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
 - THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT FOR STERLING LAKES AT IOWA COLONY AND SIERRA VISTA, AS APPROVED ON FEBRUARY 2016 AND AS AMENDED.



ABBREVIATIONS

- | | |
|-----------|---|
| AE= | AERIAL EASEMENT |
| DE= | DRAINAGE EASEMENT |
| PAE= | PRIVATE ACCESS EASEMENT |
| PUE= | PUBLIC UTILITY EASEMENT |
| SSE= | SANITARY SEWER EASEMENT |
| STM SE= | STORM SEWER EASEMENT |
| UVE= | UNOBSTRUCTED VISIBILITY EASEMENT |
| UE= | UTILITY EASEMENT |
| WLE= | WATER LINE EASEMENT |
| BL= | BUILDING LINE |
| PVT= | PRIVATE |
| ROW= | RIGHT-OF-WAY |
| BCCF= | BRAZORIA COUNTY CLERK'S FILE |
| BCDR= | BRAZORIA COUNTY DEED RECORDS |
| BCPR= | BRAZORIA COUNTY MAP RECORDS |
| BCOPR= | BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS |
| VOL _ PG_ | VOLUME, PAGE |
| FND= | FOUND |
| IR= | IRON ROD |
| • S | SET 5/8" IRON ROD W/ CAP |
| o E | EXISTING 5/8" IRON ROD W/ CAP |
| — | STREET NAME CHANGE |

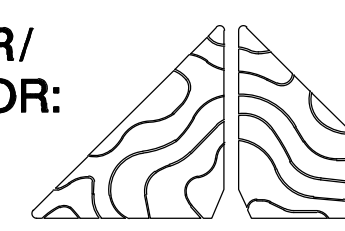


**FINAL PLAT
STREET DEDICATION
CEDAR RAPIDS PARKWAY
PHASE II**

A SUBDIVISION OF 0.8372 ACRES OF LAND
OUT OF THE
W.H. DENNIS SURVEY, A-516
BRAZORIA COUNTY, TEXAS

AUGUST 2023

**OWNER/
DEVELOPER:** ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP, LLC
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

**ENGINEER/
SURVEYOR:**  **ELEVATION
land solutions**
TBPB REGISTRATION NUMBER F-22671
6709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 0.8372 acre (36,471 square feet) tract situated in the W.H. Dennis Survey, Abstract No. 516, in Brazoria County, Texas, being a portion of the remainder of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 0.8372 acre (36,471 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

COMMENCING at a 5/8-inch iron rod (with cap) found, being the westerly southwest corner of a called 98.190 acre tract conveyed to LGI Homes-Texas, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2020062462, Brazoria County Official Public Records, being on the east line of a called 81.186 acre tract conveyed to 608 Colony Investments, Ltd., a Texas limited partnership, by deed recorded in Clerk's File No. 2021062744, Brazoria County Official Public Records, and being on the west line of said called 455.9 acre tract;

THENCE, South 02°51'29" East, along the east line of said called 81.186 acre tract and along the west line of said called 455.9 acre tract, 995.20 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the east line of said called 81.186 acre tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE, North 87°21'10" East, 565.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the west line of said called 98.190 acre tract;

THENCE, South 03°59'29" East, 7.06 feet to a 5/8-inch iron rod (with cap) found, being an exterior southwest corner of said called 98.190 acre tract;

THENCE, North 87°09'51" East, 51.32 feet to a 5/8-inch iron rod (with cap) found, being an interior southwest corner of said called 98.190 acre tract;

THENCE, South 03°49'24" East, along the west line of said called 98.190 acre tract, 52.85 feet to a PK nail set, being the southerly southwest corner of said called 98.190 acre tract, and being on the centerline of Cedar Rapids Parkway, a generally recognized public road (no record found; 60 feet wide as occupied), from which a PK nail found bears North 87°21'10" East, along the centerline of said Cedar Rapids Parkway, 2,023.64 feet, being on the centerline of said Cedar Rapids Parkway, and being on the centerline of Karsten Boulevard, a generally recognized public road (no record found; width varies as occupied);

THENCE, South 87°21'38" West, along the centerline of said Cedar Rapids Parkway, 617.57 feet to a PK nail set, being the southwest corner of said called 455.9 acre tract;

THENCE, North 02°51'29" West, along the west line of said called 455.9 acre tract, 59.64 feet to the POINT OF BEGINNING, CONTAINING 0.8372 acres (36,471 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, LP, A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 0.7381 Acre tract described in the above and foregoing map of CEDAR RAPIDS PARKWAY PHASE II STREET DEDICATION PLAT, 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 CEDAR RAPIDS PARKWAY PHASE II STREET DEDICATION PLAT where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, LP, a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 20__.

ASTRO STERLING LAKES NORTH, LP,
A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Brian Stidham, Authorized Person

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ Day of _____, 2023

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 _____, 2023

Dinh V. Ho, P.E.

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of
_____, 2023

Wil Kennedy
Mayor

McLean Barnett

Arnetta Hicks-Murray

Marquette Greene-Scott

Tim Varlack

Steven Byrum-Bratsen

Sydney Hargroder

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of
_____, 2023

David Hurst
Chairman

Warren Davis

Les Hosey

Robert Wall

Brenda Dillon

Brian Johnson

Terry Hayes

STREET DEDICATION PLAT
CEDAR RAPIDS PARKWAY
PHASE II

A SUBDIVISION OF 0.8372 ACRES OF LAND
OUT OF THE
W.H. DENNIS SURVEY, A-516
BRAZORIA COUNTY, TEXAS

AUGUST 2023

OWNER/
DEVELOPER: ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP, LLC
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/
SURVEYOR: ELEVATION
land solutions
TBPB REGISTRATION NUMBER F-22671
10199 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692

Thursday, August 31, 2023

Merrett Huddleston
Elevation Land Solutions
2445 Technology Forest Blvd, Suite 200
Houston, TX

Re: Karsten Boulevard and Cedar Rapids Parkway Street Dedication Abbreviated Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1741
Adico, LLC Project No. 16007-2-267

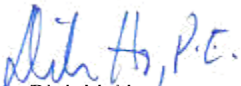
Dear Ms. Huddleston;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal for Karsten Boulevard and Cedar Rapids Parkway Street Dedication Abbreviated Plat received on or about August 28, 2023. The review of the abbreviated plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

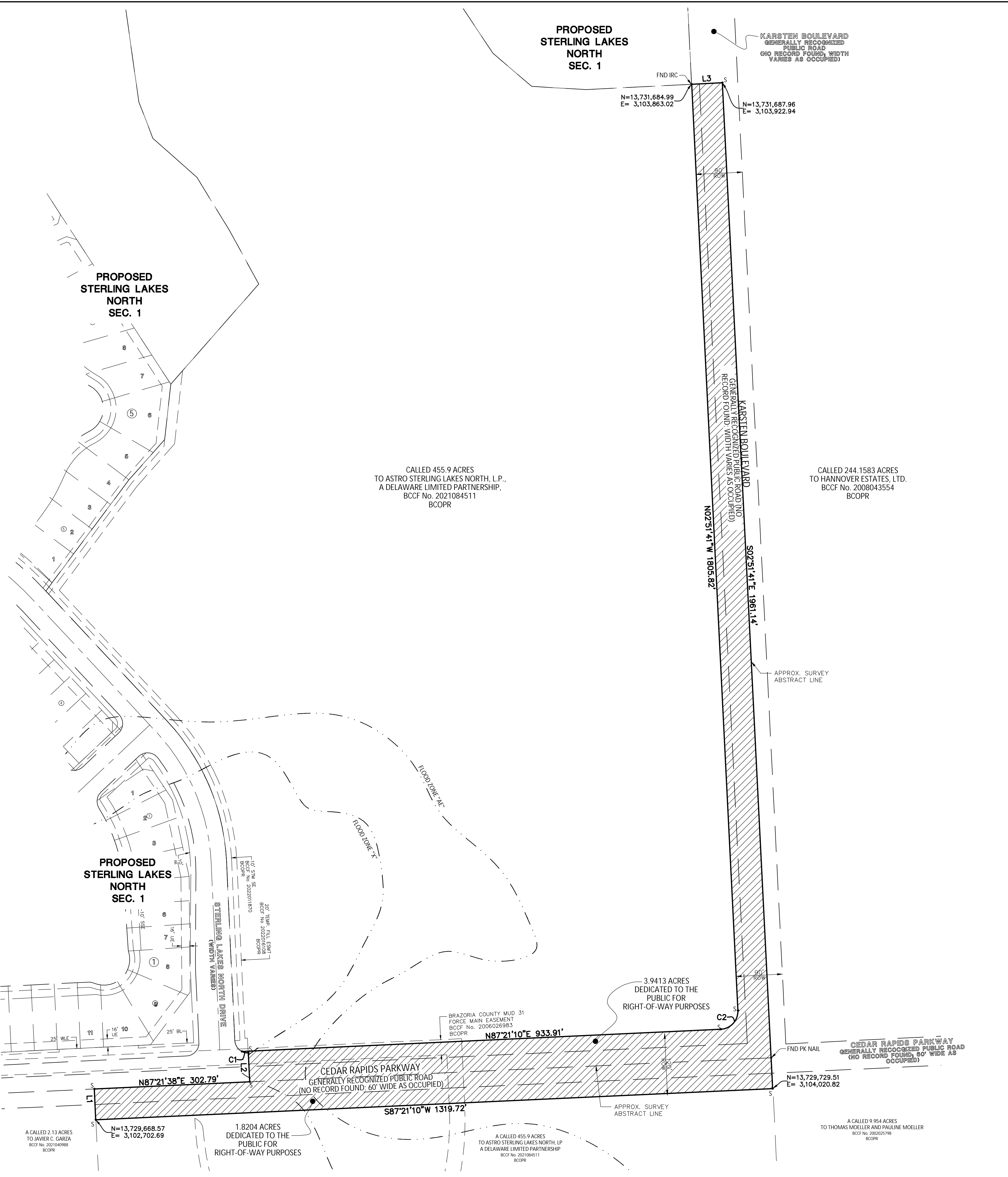
Based on our review, we have no objections to the abbreviated plat as resubmitted August 28, 2023. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 31, 2023, for consideration at the September 5, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

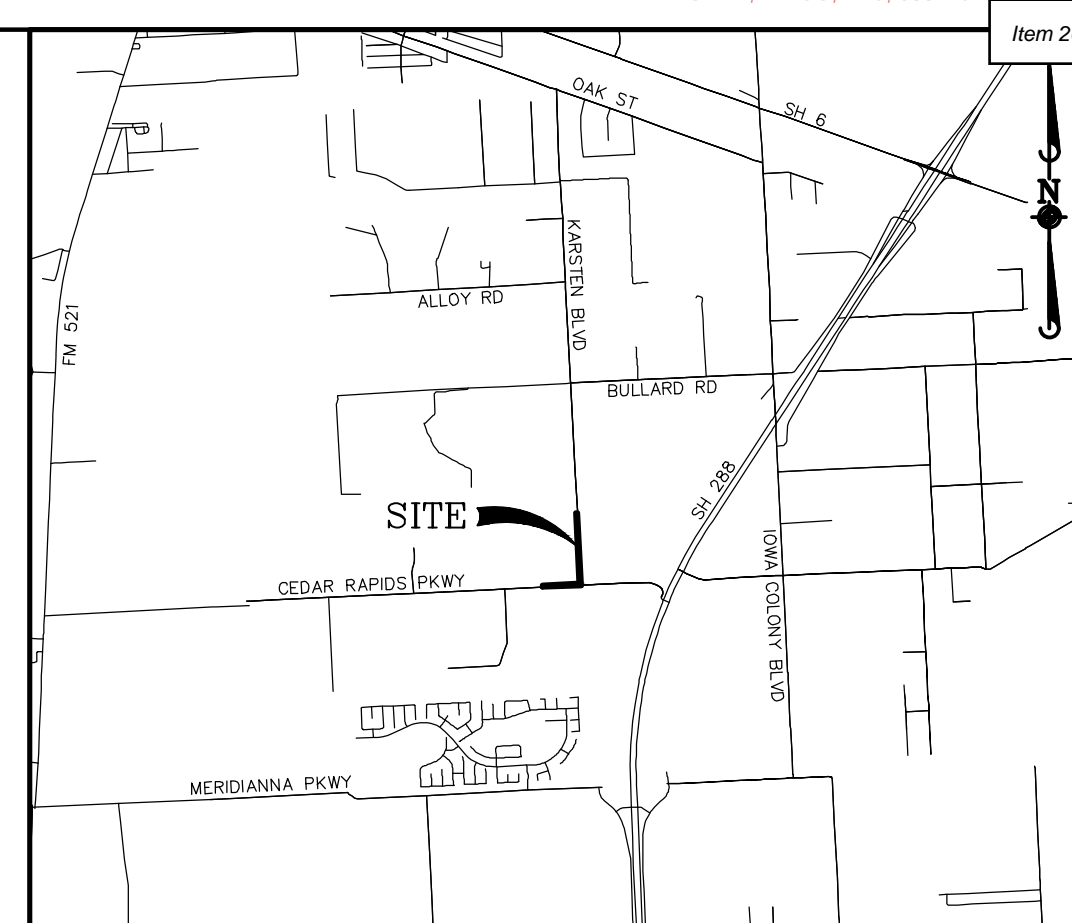

Dinh V. Ho
TBPE Firm No.16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC

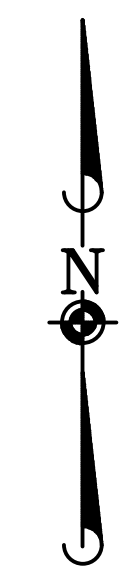
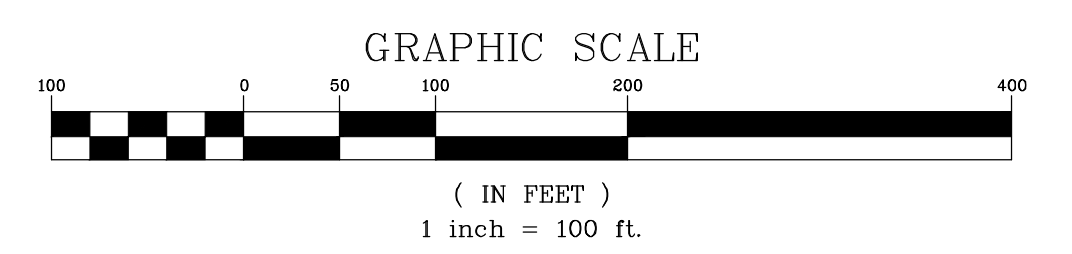


LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°38'50"W	60.18'
L2	N02°38'52"W	56.53'
L3	N87°09'51"E	60.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	13.15'	030°07'45"	S77°46'21"E	13.00'
C2	35.00'	55.11'	090°12'51"	N42°14'45"E	49.59'



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692A & 652W
SCALE: 1"=5000'



ABBREVIATIONS

- AE= AERIAL EASEMENT
- DE= DRAINAGE EASEMENT
- PAE= PRIVATE ACCESS EASEMENT
- PUE= PUBLIC UTILITY EASEMENT
- SSE= SANITARY SEWER EASEMENT
- STM SE= STORM SEWER EASEMENT
- UVE= UNOBSTRUCTED VISIBILITY EASEMENT
- UE= UTILITY EASEMENT
- WLE= WATER LINE EASEMENT
- BL= BUILDING LINE
- 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
- S= 5/8" IRON ROD WITH CAP TO BE SET

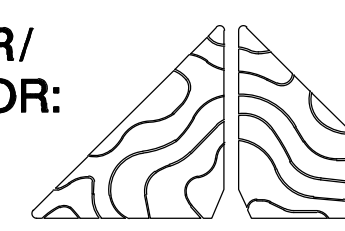
- FINAL PLAT NOTES:**
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
 - BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
 - SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
 - ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
 - BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
 - THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN, AND ZONE "AE" - AREAS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
 - ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
 - ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
 - THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
 - ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
 - ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
 - ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
 - FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

**FINAL PLAT
STREET DEDICATION
KARSTEN BOULEVARD AND
CEDAR RAPIDS PARKWAY**

A SUBDIVISION OF 5.762 ACRES OF LAND
OUT OF THE
W.H. DENNIS SURVEY, A-516 AND THE
H.T.&B. R.R. Co. SURVEY, A-289
BRAZORIA COUNTY, TEXAS

AUGUST 2023

**OWNER/
DEVELOPER:** ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP, LLC
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

**ENGINEER/
SURVEYOR:**  **ELEVATION
land solutions**
TBPB REGISTRATION NUMBER F-22671
10700 LAKESIDE BLVD., SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 5.762 acre (250,976 square feet) tract situated in the W.H. Dennis Survey, Abstract No. 516, and in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being a portion of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 5.762 acre (250,976 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a PK nail found, being on the centerline of Cedar Rapids Parkway, a generally recognized public road (no record found; 60 feet wide as occupied), and being on the centerline of Karsten Boulevard, a generally recognized public road (no record found; width varies as occupied);

THENCE, South 02°51'41" East, 60.00 to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the south right-of-way line of said Cedar Rapids Parkway;

THENCE, South 87°21'10" West, along the south right-of-way line of said Cedar Rapids Parkway, 1,319.72 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 02°38'50" West, 60.18 feet to a point, being on the south line of a called 98.190 acre tract conveyed to LQI Homes-Texas, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2020062462, Brazoria County Official Public Records;

THENCE, North 87°21'38" East, along the south line of said called 98.190 acre tract, 302.79 feet to a nail found, being the southerly southeast corner of said called 98.190 acre tract;

THENCE, North 02°38'52" West, at 29.86 feet passing the north right-of-way line of said Cedar Rapids Parkway, continuing for a total distance of 56.53 feet to a 5/8-inch iron rod (with cap) found, being a southeast corner of said called 98.190 acre tract, and being the beginning of a curve to the right;

THENCE, along the east line of said called 98.190 acre tract and along said curve to the right in a westerly direction, with a radius of 25.00 feet, a central angle of 30°07'45", an arc length of 13.15 feet, and a chord bearing North 77°46'21" West, 13.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, over and across said called 455.9 acre tract, the following three (3) courses and distances:

1. North 87°21'10" East, 933.91 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the left;

2. Along said curve to the left in a northeasterly direction, with a radius of 35.00 feet, a central angle of 90°12'51", an arc length of 55.11 feet, and a chord bearing North 42°14'45" East, 49.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

3. North 02°51'41" West, 1,805.82 feet to a 5/8-inch iron rod (with cap) found, being the most easterly southeast corner of said called 98.790 acre tract and being on the west right-of-way line of said Karsten Boulevard;

THENCE, North 87°09'21" East, along the west right-of-way line of said Karsten Boulevard, at 15.00 feet departing the west right-of-way line of said Karsten Boulevard, continuing for a total distance of 60.00 feet to a point, being on the centerline of said Karsten Boulevard, from which a PK nail found bears North 02°51'41" West, along the centerline of said Karsten Boulevard, 3,379.04 feet, being on the centerline of Bullard Road, a generally recognized public road (no record found; 60 feet wide as occupied);

THENCE, South 02°51'41" East, along the centerline of said Karsten Boulevard, 1,901.15 feet to the POINT OF BEGINNING, CONTAINING 5.762 acre (250,976 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, LP, A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 5.788 Acre tract described in the above and foregoing map of KARSTEN BOULEVARD AND CEDAR RAPIDS PARKWAY STREET DEDICATION PLAT, 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 KARSTEN BOULEVARD AND CEDAR RAPIDS PARKWAY STREET DEDICATION PLAT where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, LP, a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited

liability company, its General Partner, thereunto authorized this _____ day of _____, 20____

ASTRO STERLING LAKES NORTH, LP,
A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Brian Stidham, Authorized Person

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ Day of _____, 20____

Notary Public in and for the State of Texas

Printed Name: _____

My Commission expires _____

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

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.

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 2023

Wil Kennedy
Mayor

McLean Barnett

Arnetta Hicks-Murray

Marquette Greene-Scott

Tim Varlack

Steven Byrum-Bratsen

Sydney Hargroder

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 2023

David Hurst
Chairman

Warren Davis

Les Hosey

Robert Wall

Brenda Dillon

Brian Johnson

Terry Hayes

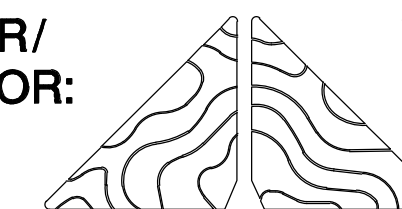
STREET DEDICATION PLAT
KARSTEN BOULEVARD AND
CEDAR RAPIDS PARKWAY

A SUBDIVISION OF 5.762 ACRES OF LAND
OUT OF THE
W.H. DENNIS SURVEY, A-516 AND THE
H.T.&B. R.R. Co. SURVEY, A-289
BRAZORIA COUNTY, TEXAS

AUGUST 2023

OWNER/
DEVELOPER: ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP, LLC
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/
SURVEYOR: ELEVATION
land solutions
TBPB REGISTRATION NUMBER F-22671
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692



Friday, September 8, 2023

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

Re: Merdiana Parkway Phase V – Storm and Paving Facilities
Recommendation for Acceptance of Facilities
City of Iowa Colony Project No. CSW 190715-0570
Adico, LLC Project No. 16007-4-224

Dear Mayor Wil Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Merdiana Parkway Phase V – Storm and Paving Facilities. The final reinspection inspection was completed on April 28, 2023, with all outstanding punch list items addressed August 28, 2023.

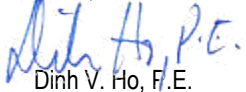
City Council approved the project into the One Year Maintenance Period on April 18, 2022. Adico, LLC recommends final acceptance of facilities, effective September 18, 2023, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included 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, COIC
Robert Hemminger, COIC
File: 16007-4-224



September 7, 2023

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion Letter
Construction of Meridiana Parkway – Phase V & Phase VI

Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2023, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

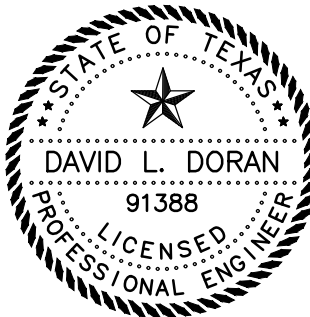
As of August 28, 2023, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

A handwritten signature in blue ink that reads "David L. Doran".

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/jb



September 7, 2023

P:\001 Sierra Vista - BCMUD 32\012 Meridiana Parkway Phase 5 WSD\Documents\Construction\Acceptance Package - Ph V & Ph VI\Drafts\Meridiana Parkway Ph V & VI - CoIC - 1-Year Punchlist Completion Letter.docx

Tuesday, April 12, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Parkway Phase V – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190715-0570
Adico, LLC Project No. 16007-4-224**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Phase V – Storm and Paving Facilities. The final inspection was completed on December 23, 2021, with all outstanding punch list items addressed on March 2, 2022.

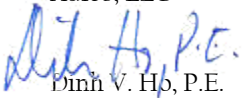
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The effective date of maintenance period shall be April 18, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-224



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

CONTRACT: Construction of Water, Drainage, and Paving Facilities for
 Meridiana Parkway Phase V & Phase VI

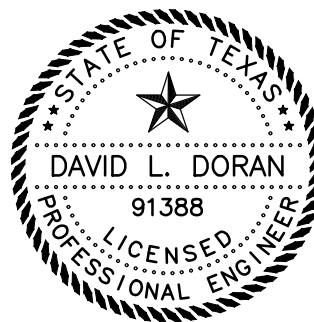
CONTRACTOR: Clearwater Utilities, Inc.
 22803 Schiel Rd.
 Cypress, Texas 77433

ENGINEER: Elevation Land Solutions
 2445 Technology Forest Boulevard, Suite
 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 23, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
 Director of Construction Management



March 18, 2022

DLD/mm

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: SUR0072054

b. Principal: Clearwater Utilities, Inc.

c. Surety:

Name: Argonaut Insurance Company

State Where Surety is Incorporated: ILLINOIS

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County MUD No. 32

Subdivision involved: Meridiana Parkway Phase V

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Sanitary, Drainage and Paving Facilities

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: \$ 1,520,762.86

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY: Argonaut Insurance Company

PRINCIPAL: Clearwater Utilities, Inc.

By: Michael Maddux
Signature

By: Dustin Berry
Signature

Michael Maddux
Print or Type Signer's Name

Dustin Berry
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

President
Signer's Title

ATTACH POWER OF ATTORNEY

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas, Tricia Balolong

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



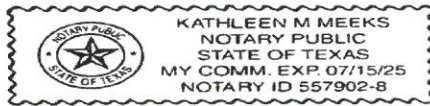
by: [Signature]

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 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 OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



[Signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



[Signature]

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

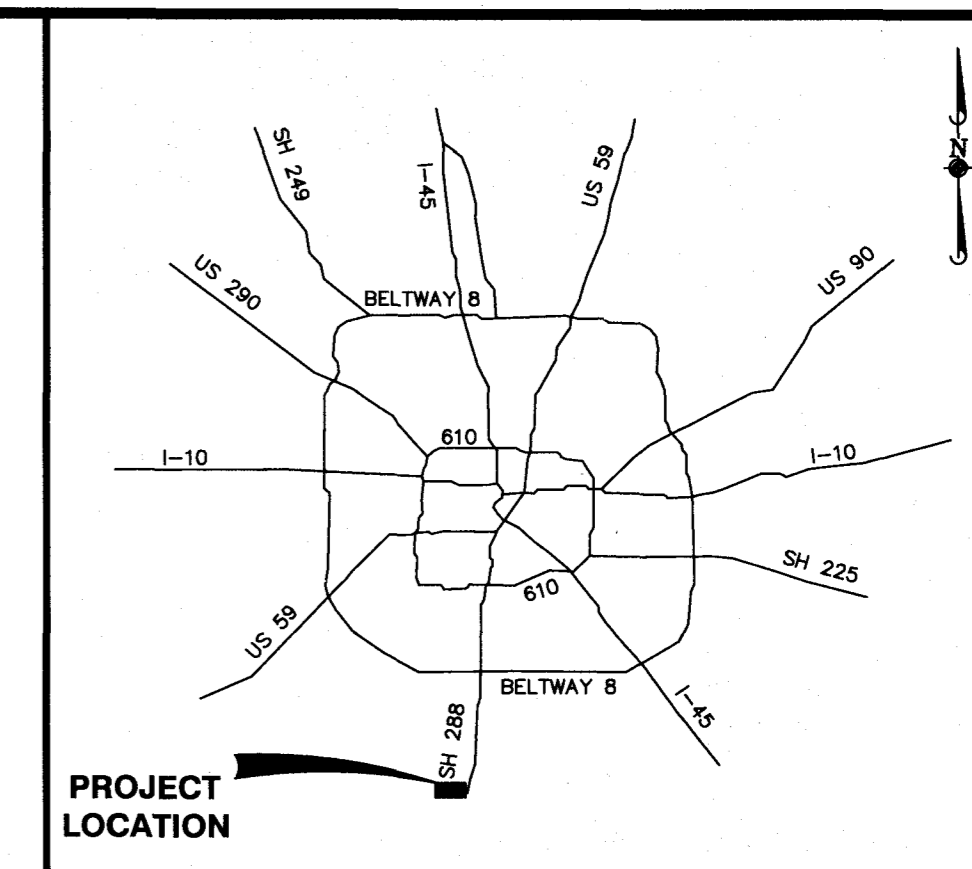
Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

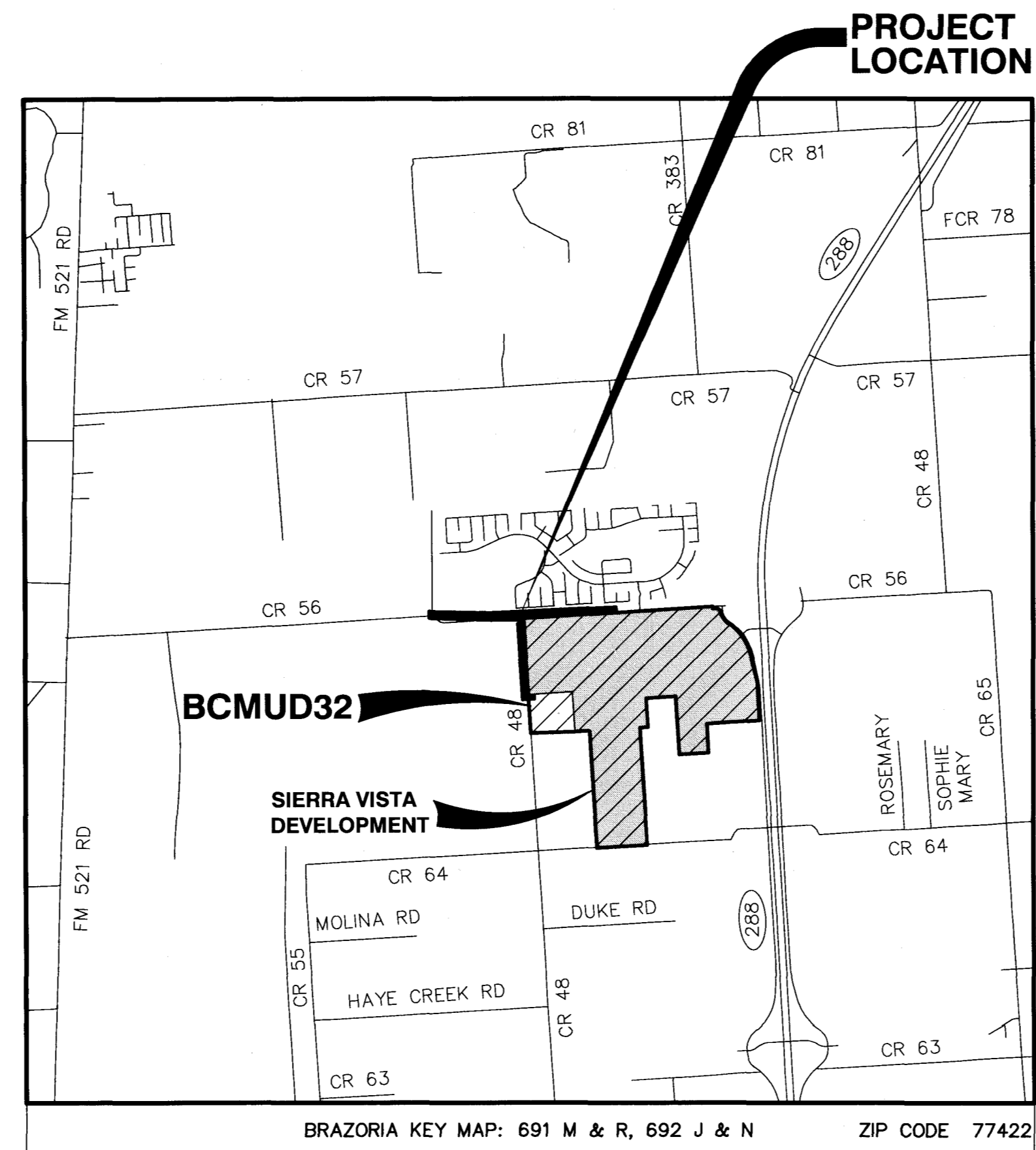
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR MERIDIANA PARKWAY - PHASE V & PHASE VI BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32 BRAZORIA COUNTY, TX PROJECT NO. 610.001012.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE & SHEET INDEX
2	GENERAL NOTES
3	GENERAL NOTES (2)
4	SITE OVERALL-PHASE V & VI SCOPE LIMITS
5	WATER OVERALL
6	DRAINAGE OVERALL I
7	DRAINAGE OVERALL II
8	DRAINAGE CALCULATIONS
8A	DRAINAGE SERVICE AREA MAP
9	STORM WATER POLLUTION PREVENTION PLAN I
10	STORM WATER POLLUTION PREVENTION PLAN II
11	PHASE V P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
12	PHASE V P&P - MERIDIANA PKWY (STA 25+00 TO STA 29+50)
13	PHASE V P&P - MERIDIANA PKWY (STA 29+50 TO STA 34+00)
14	PHASE V P&P - MERIDIANA PKWY (STA 34+00 TO STA 38+50)
15	PHASE V P&P - MERIDIANA PKWY (STA 38+50 TO STA 43+00)
16	PHASE V P&P - MERIDIANA PKWY (STA 43+00 TO STA 47+00)
17	PHASE V P&P - MERIDIANA PKWY (STA 47+00 TO STA 51+00)
18	COUNTY ROAD 48 CUL-DE-SAC (PH V SCOPE)
19	PHASE VI P&P - MERIDIANA PKWY (STA 3+00 TO STA 7+00)
20	PHASE VI P&P - MERIDIANA PKWY (STA 7+00 TO STA 11+50)
21	PHASE VI P&P - MERIDIANA PKWY (STA 11+50 TO STA 16+00)
22	PHASE VI P&P - MERIDIANA PKWY (STA 16+00 TO STA 20+50)
23	PHASE VI P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
24	P&P - CRYSTAL VIEW DRIVE (PH V SCOPE)
25	MERIDIANA PKWY PH5 ST1 PHASE PLAN
26	MERIDIANA PKWY PH5 ST2 PHASE PLAN
27	MERIDIANA PKWY PH5 ST3 PHASE PLAN
28	MERIDIANA PKWY PH6 ST1 PHASE PLAN
29	MERIDIANA PKWY PH6 ST2 PHASE PLAN
30	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE VI
31	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE V
32	DETOUR PLAN
33	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 1 OF 12)
34	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 2 OF 12)
35	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 3 OF 12)
36	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 4 OF 12)
37	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 5 OF 12)
38	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 6 OF 12)
39	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 7 OF 12)
40	CITY OF IOWA COLONY STANDARD DETAILS-SWPPP (SHEET 8 OF 12)
41	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 9 OF 12)
42	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 10 OF 12)
43	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 11 OF 12)
44	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 12 OF 12)
45	SIDEWALK DETAILS
46	HARRIS COUNTY PAVEMENT MARKINGS - HCPM-1
47	HARRIS COUNTY PAVEMENT MARKINGS - HCPM-2
48	PAVEMENT MARKING DETAILS - TxDOT - BC(9)-14
49	PAVEMENT MARKING DETAILS - TxDOT - BC(11)-14
50	TRAFFIC MARKING DETAILS - TxDOT - BC(12)-14



LOCATION MAP
SCALE: 1"=2,800'

**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 V. HO, P.E., 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER - CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

INTERIM DRAINAGE - CONTRACTOR TO ENSURE CONTINUOUS FUNCTION OF CR 56 ROADSIDE DITCH THROUGHOUT CONSTRUCTION.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. 5/6/19
Kerry L. Osburn 5/6/19
Mark Roller 5/6/19
Jarrod D. Aden, P.E., C.F.M. 5/6/19

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. # B180030

Record Drawings

Manhard

BOUNDARY & TOPOGRAPHIC SURVEY:
THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY BASELINE CORPORATION. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS.

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. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 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.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MATT HANKS, P.E., COUNTY ENGINEER 06/19/2019
JORGE REYNA, DEVELOPMENT COORDINATOR 6-13-2019

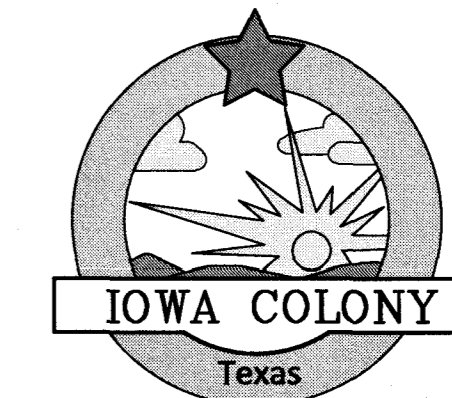
ENGINEER'S SEAL
MICHAEL W. CHRISTOPHER
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

STATE OF TEXAS
MICHAEL W. CHRISTOPHER
115574
LICENSED PROFESSIONAL ENGINEER

TBPE No. F-18141 04/16/2019

CITY OF IOWA COLONY
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL BYRUM-BRATSEN, MAYOR 6/4/19
DINH HO, P.E., CITY ENGINEER 6/4/19



Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

MERIDIANA PARKWAY - PHASE V & PHASE VI
BRAZORIA COUNTY M.U.D. NO. 32
TITLE & SHEET INDEX

PROJ. MGR.: MHC
PROJ. ASSOC.: WHF
DRAWN BY: SW/HFL
DATE: 4/12/2019
SCALE: N.T.S.

1 SHEET OF 50
610.001012.00



2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

April 12, 2019 - 12:55 - Manhard - P:\01 - Survey - 610 - BROW - 3/31/2019 Meridiana Parkway Phase V & VI\Manhard\GENERAL NOTES (2).dwg - User: J. Swicker

FINAL APPROVAL

Friday, September 8, 2023

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

Re: Merdiana Parkway Phase V – Water and Sanitary Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190715-0570
Adico, LLC Project No. 16007-4-224

Dear Mayor Wil Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Merdiana Parkway Phase V – Water and Sanitary Facilities. The final reinspection was completed on April 28, 2023, with all outstanding punch list items addressed August 28, 2023.

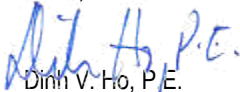
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1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-224



September 7, 2023

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion Letter
Construction of Meridiana Parkway – Phase V & Phase VI

Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2023, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

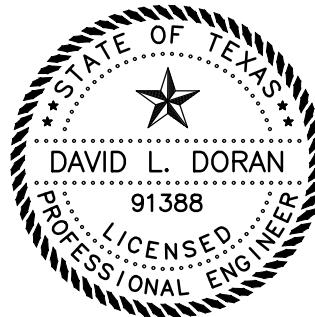
As of August 28, 2023, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

A handwritten signature in blue ink that reads "David L. Doran".

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/jb



September 7, 2023

P:\001 Sierra Vista - BCMUD 32\012 Meridiana Parkway Phase 5 WSD\Documents\Construction\Acceptance Package - Ph V & Ph VI\Drafts\Meridiana Parkway Ph V & VI - CoIC - 1-Year Punchlist Completion Letter.docx

Tuesday, April 12, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Parkway Phase V – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190715-0570
Adico, LLC Project No. 16007-4-224**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Phase V – Water and Sanitary Facilities. The final inspection was completed on December 23, 2021, with all outstanding punch list items addressed on March 2, 2022.

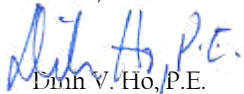
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water and Sanitary facilities into the One-Year Maintenance Period. The effective date of maintenance period shall be April 18, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-224



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

CONTRACT: Construction of Water, Drainage, and Paving Facilities for
 Meridiana Parkway Phase V & Phase VI

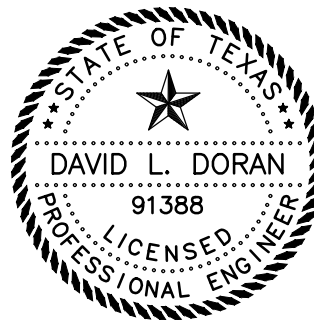
CONTRACTOR: Clearwater Utilities, Inc.
 22803 Schiel Rd.
 Cypress, Texas 77433

ENGINEER: Elevation Land Solutions
 2445 Technology Forest Boulevard, Suite
 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 23, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
 Director of Construction Management



March 18, 2022

DLD/mm

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: SUR0072054

b. Principal: Clearwater Utilities, Inc.

c. Surety:

Name: Argonaut Insurance Company

State Where Surety is Incorporated: ILLINOIS

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County MUD No. 32

Subdivision involved: Meridiana Parkway Phase V

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Sanitary, Drainage and Paving Facilities

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: \$ 1,520,762.86

g. Maintenance Period:

Starting Date of Maintenance Period: _____

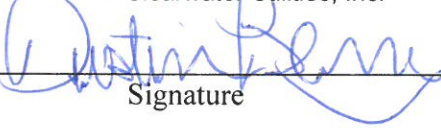
(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.
- 3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
- 4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
- 5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
- 6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY: Argonaut Insurance Company
 By: 
 Signature

PRINCIPAL: Clearwater Utilities, Inc.
 By: 
 Signature

Michael Maddux
 Print or Type Signer's Name

Dustin Berry
 Print or Type Signer's Name

Attorney-in-Fact
 Signer's Title

President
 Signer's Title

ATTACH POWER OF ATTORNEY

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas, Tricia Balolong

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



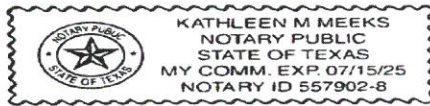
by: [Signature]

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 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 OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



[Signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



[Signature]

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

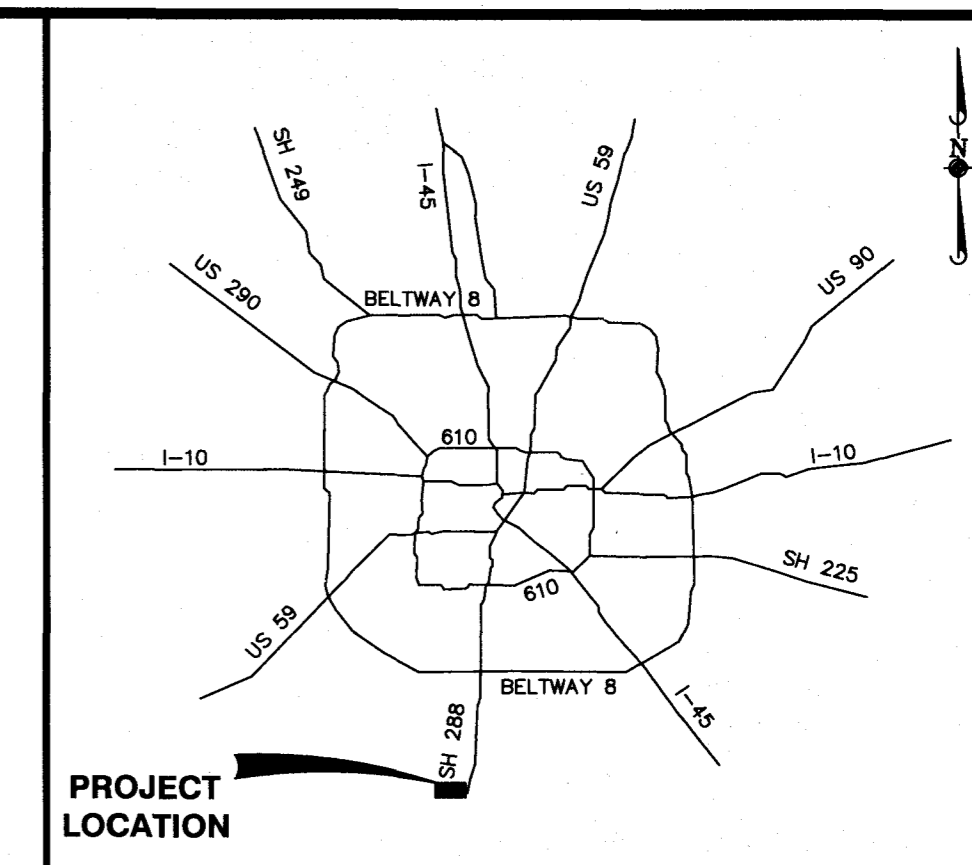
Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

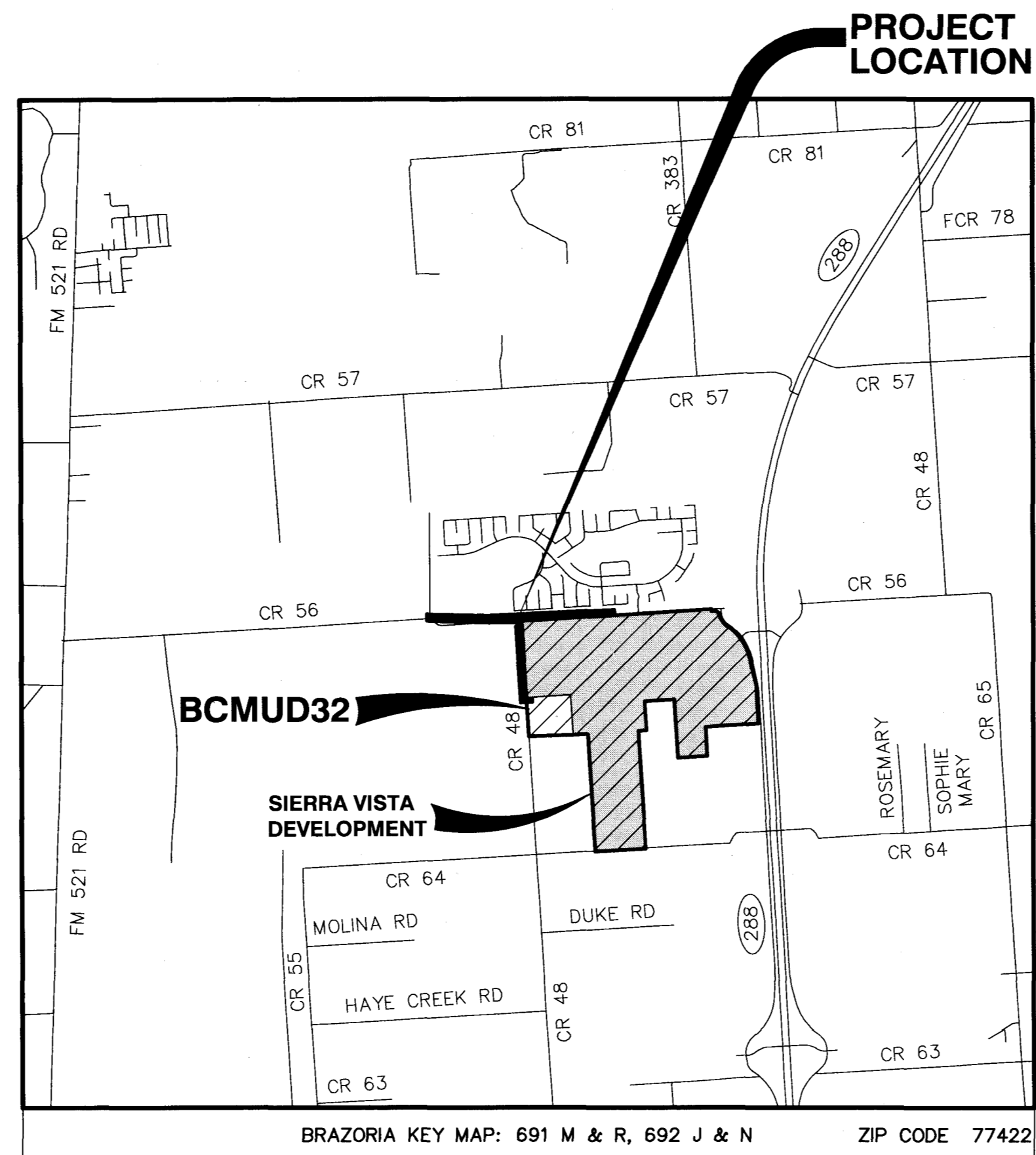
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR MERIDIANA PARKWAY - PHASE V & PHASE VI BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32 BRAZORIA COUNTY, TX PROJECT NO. 610.001012.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE & SHEET INDEX
2	GENERAL NOTES
3	GENERAL NOTES (2)
4	SITE OVERALL-PHASE V & VI SCOPE LIMITS
5	WATER OVERALL
6	DRAINAGE OVERALL I
7	DRAINAGE OVERALL II
8	DRAINAGE CALCULATIONS
8A	DRAINAGE SERVICE AREA MAP
9	STORM WATER POLLUTION PREVENTION PLAN I
10	STORM WATER POLLUTION PREVENTION PLAN II
11	PHASE V P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
12	PHASE V P&P - MERIDIANA PKWY (STA 25+00 TO STA 29+50)
13	PHASE V P&P - MERIDIANA PKWY (STA 29+50 TO STA 34+00)
14	PHASE V P&P - MERIDIANA PKWY (STA 34+00 TO STA 38+50)
15	PHASE V P&P - MERIDIANA PKWY (STA 38+50 TO STA 43+00)
16	PHASE V P&P - MERIDIANA PKWY (STA 43+00 TO STA 47+00)
17	PHASE V P&P - MERIDIANA PKWY (STA 47+00 TO STA 51+00)
18	COUNTY ROAD 48 CUL-DE-SAC (PH V SCOPE)
19	PHASE VI P&P - MERIDIANA PKWY (STA 3+00 TO STA 7+00)
20	PHASE VI P&P - MERIDIANA PKWY (STA 7+00 TO STA 11+50)
21	PHASE VI P&P - MERIDIANA PKWY (STA 11+50 TO STA 16+00)
22	PHASE VI P&P - MERIDIANA PKWY (STA 16+00 TO STA 20+50)
23	PHASE VI P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
24	P&P - CRYSTAL VIEW DRIVE (PH V SCOPE)
25	MERIDIANA PKWY PH5 ST1 PHASE PLAN
26	MERIDIANA PKWY PH5 ST2 PHASE PLAN
27	MERIDIANA PKWY PH5 ST3 PHASE PLAN
28	MERIDIANA PKWY PH6 ST1 PHASE PLAN
29	MERIDIANA PKWY PH6 ST2 PHASE PLAN
30	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE VI
31	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE V
32	DETOUR PLAN
33	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 1 OF 12)
34	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 2 OF 12)
35	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 3 OF 12)
36	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 4 OF 12)
37	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 5 OF 12)
38	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 6 OF 12)
39	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 7 OF 12)
40	CITY OF IOWA COLONY STANDARD DETAILS-SWPPP (SHEET 8 OF 12)
41	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 9 OF 12)
42	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 10 OF 12)
43	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 11 OF 12)
44	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 12 OF 12)
45	SIDEWALK DETAILS
46	HARRIS COUNTY PAVEMENT MARKINGS - HCPM-1
47	HARRIS COUNTY PAVEMENT MARKINGS - HCPM-2
48	PAVEMENT MARKING DETAILS - TxDOT - BC(9)-14
49	PAVEMENT MARKING DETAILS - TxDOT - BC(11)-14
50	TRAFFIC MARKING DETAILS - TxDOT - BC(12)-14



LOCATION MAP
SCALE: 1"=2,800'

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 V. HO, P.E., 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER - CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

INTERIM DRAINAGE - CONTRACTOR TO ENSURE CONTINUOUS FUNCTION OF CR 56 ROADSIDE DITCH THROUGHOUT CONSTRUCTION.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date 5/6/19
Kerry L. Osburn Vice President Date 5/6/19

Mark Roller Date 5/6/19
Jarrod D. Aden, P.E., C.F.M. District Engineer Date 5/6/19

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. # B180030

Record Drawings

Manhard

BOUNDARY & TOPOGRAPHIC SURVEY:
THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY BASELINE CORPORATION. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS.

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. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 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.

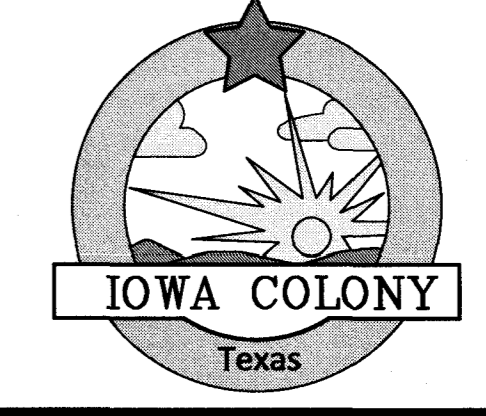
BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MATT HANKS, P.E., COUNTY ENGINEER Date 06/19/2019
JORGE REYNA, DEVELOPMENT COORDINATOR Date 6-13-2019

ENGINEER'S SEAL
MICHAEL W. CHRISTOPHER
2445 TECHNOLOGY FOREST BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
115574
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
F-18141
04/16/2019
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL BYRUM-BRATSEN, MAYOR Date 6/4/19
DINH HO, P.E., CITY ENGINEER Date 6/4/19



Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

MERIDIANA PARKWAY - PHASE V & PHASE VI
BRAZORIA COUNTY M.U.D. NO. 32
TITLE & SHEET INDEX

PROJ. MGR.: MWC
PROJ. ASSOC.: WHF
DRAWN BY: SW/HFL
DATE: 4/12/2019
SCALE: N.T.S.

1 SHEET OF 50
610.001012.00

301



2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

April 12, 2019 - 12:55 - Plan Update - P.001 - Storm Water - BROWD 33/012 Meridianas Parkway Phase 5 - W&S Water/Env - Plan - Set - BROWD33/012 GENERAL NOTES (2) - dms - Updated By: SWickler

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Friday, September 8, 2023

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

**Re: Merdiana Parkway Phase VI – Storm and Paving Facilities
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. CSW 190820-0688
Adico, LLC Project No. 16007-4-230**

Dear Mayor Wil Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the **Merdiana Parkway Phase VI – Storm and Paving Facilities**. The final reinspection inspection was completed on April 28, 2023, with all outstanding punch list items addressed August 28, 2023.

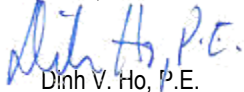
City Council approved the project into the One Year Maintenance Period on April 18, 2022. Adico, LLC recommends final acceptance of facilities, effective September 18, 2023, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-230



September 7, 2023

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion Letter
Construction of Meridiana Parkway – Phase V & Phase VI

Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2023, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

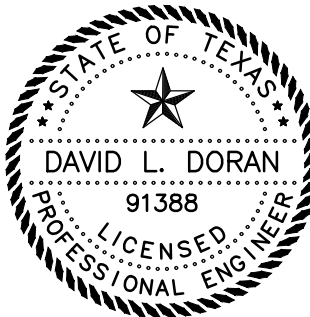
As of August 28, 2023, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

A handwritten signature in blue ink that reads "David L. Doran".

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/jb



September 7, 2023

P:\001 Sierra Vista - BCMUD 32\012 Meridiana Parkway Phase 5 WSD\Documents\Construction\Acceptance Package - Ph V & Ph VI\Drafts\Meridiana Parkway Ph V & VI - CoIC - 1-Year Punchlist Completion Letter.docx

Tuesday, April 12, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Parkway Phase VI – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190820-0688
Adico, LLC Project No. 16007-4-230**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Phase VI – Storm and Paving Facilities. The final inspection was completed on December 23, 2021, with all outstanding punch list items addressed on March 2, 2022.

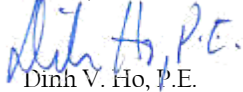
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The effective date of maintenance period shall be April 18, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-230



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

CONTRACT: Construction of Water, Drainage, and Paving Facilities for
 Meridiana Parkway Phase V & Phase VI

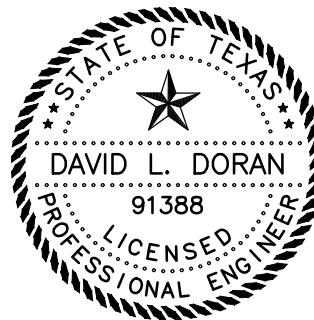
CONTRACTOR: Clearwater Utilities, Inc.
 22803 Schiel Rd.
 Cypress, Texas 77433

ENGINEER: Elevation Land Solutions
 2445 Technology Forest Boulevard, Suite
 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 23, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
 Director of Construction Management



March 18, 2022

DLD/mm

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: SUR0072055

b. Principal: Clearwater Utilities, Inc.

c. Surety:

Name: Argonaut Insurance Company

State Where Surety is Incorporated: ILLINOIS

d. Oblige(e)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 Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" 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 MUD No. 53

Subdivision involved: Meridiana Parkway Phase VI

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage and Paving Facilities

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: \$ 806,355.19

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: Argonaut Insurance Company

PRINCIPAL: Clearwater Utilities, Inc.

By: 
Signature

By: 
Signature

Michael Maddux
Print or Type Signer's Name

Dustin Berry
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

President
Signer's Title

ATTACH POWER OF ATTORNEY

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas, Tricia Balolong

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



Argonaut Insurance Company

[Handwritten signature]

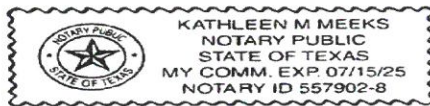
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 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 OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



[Handwritten signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____.



[Handwritten signature]

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

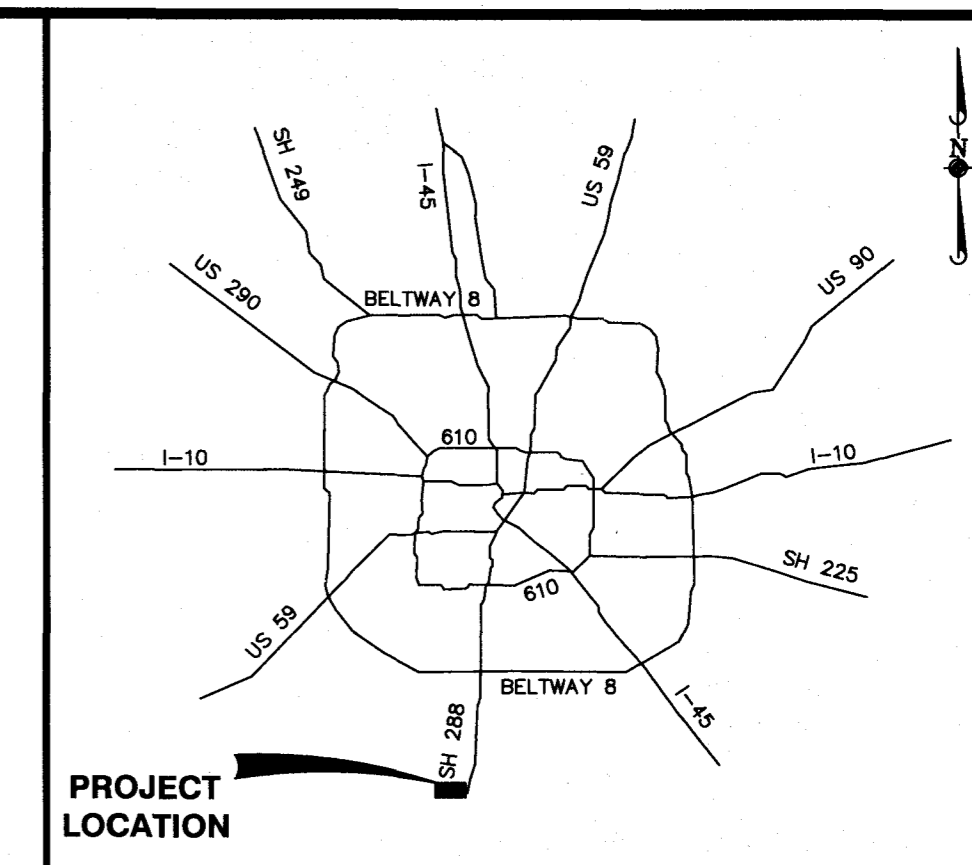
Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

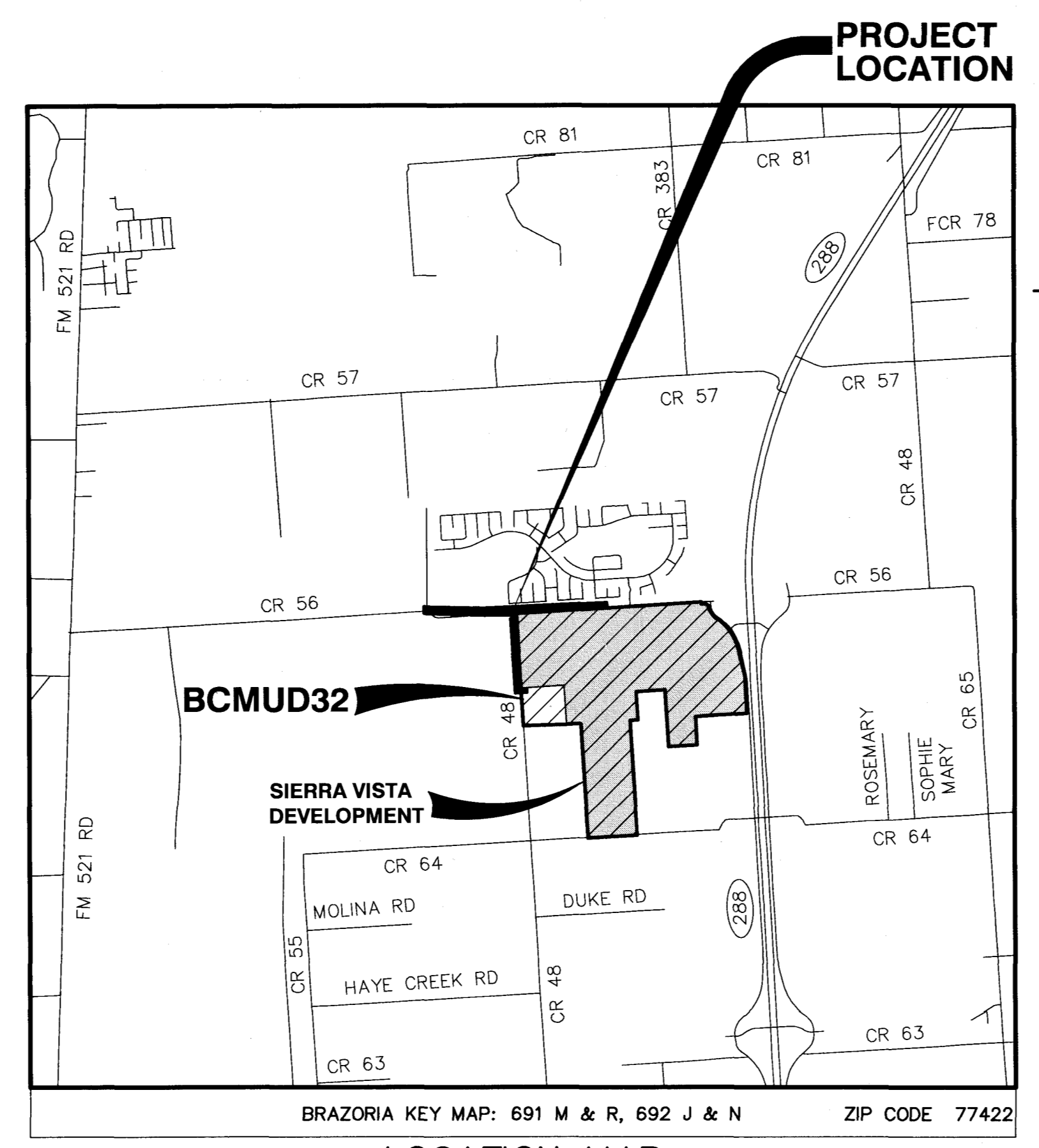
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR MERIDIANA PARKWAY - PHASE V & PHASE VI BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32 BRAZORIA COUNTY, TX PROJECT NO. 610.001012.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE & SHEET INDEX
2	GENERAL NOTES
3	GENERAL NOTES (2)
4	SITE OVERALL-PHASE V & VI SCOPE LIMITS
5	WATER OVERALL
6	DRAINAGE OVERALL I
7	DRAINAGE OVERALL II
8	DRAINAGE CALCULATIONS
8A	DRAINAGE SERVICE AREA MAP
9	STORM WATER POLLUTION PREVENTION PLAN I
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11	PHASE V P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
12	PHASE V P&P - MERIDIANA PKWY (STA 25+00 TO STA 29+50)
13	PHASE V P&P - MERIDIANA PKWY (STA 29+50 TO STA 34+00)
14	PHASE V P&P - MERIDIANA PKWY (STA 34+00 TO STA 38+50)
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18	COUNTY ROAD 48 CUL-DE-SAC (PH V SCOPE)
19	PHASE VI P&P - MERIDIANA PKWY (STA 3+00 TO STA 7+00)
20	PHASE VI P&P - MERIDIANA PKWY (STA 7+00 TO STA 11+50)
21	PHASE VI P&P - MERIDIANA PKWY (STA 11+50 TO STA 16+00)
22	PHASE VI P&P - MERIDIANA PKWY (STA 16+00 TO STA 20+50)
23	PHASE VI P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
24	P&P - CRYSTAL VIEW DRIVE (PH V SCOPE)
25	MERIDIANA PKWY PH5 ST1 PHASE PLAN
26	MERIDIANA PKWY PH5 ST2 PHASE PLAN
27	MERIDIANA PKWY PH5 ST3 PHASE PLAN
28	MERIDIANA PKWY PH6 ST1 PHASE PLAN
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30	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE VI
31	PERMANENT TRAFFIC SIGNAGE & PAVEMENTS MARKINGS PHASE V
32	DETOUR PLAN
33	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 1 OF 12)
34	CITY OF IOWA COLONY STANDARD DETAILS - WATER (SHEET 2 OF 12)
35	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 3 OF 12)
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41	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 9 OF 12)
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45	SIDEWALK DETAILS
46	HARRIS COUNTY PAVEMENT MARKINGS - HCPM-1
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48	PAVEMENT MARKING DETAILS - TxDOT - BC(9)-14
49	PAVEMENT MARKING DETAILS - TxDOT - BC(11)-14
50	TRAFFIC MARKING DETAILS - TxDOT - BC(12)-14



LOCATION MAP
SCALE: 1"=2,800'

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 V. HO, P.E., 832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER - CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

INTERIM DRAINAGE - CONTRACTOR TO ENSURE CONTINUOUS FUNCTION OF CR 56 ROADSIDE DITCH THROUGHOUT CONSTRUCTION.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. 5/6/19
Kerry L. Osburn 5/6/19
Mark Roller 5/6/19
Jarrod D. Aden, P.E., C.F.M. 5/6/19

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. # B180030

Record Drawings

Manhard

BOUNDARY & TOPOGRAPHIC SURVEY:
THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY BASELINE CORPORATION. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS.

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. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 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.

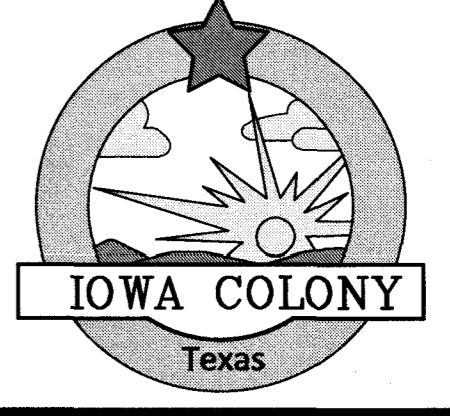
BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:

MATT HANKS, P.E., COUNTY ENGINEER 06/19/2019
JORGE REYNA, DEVELOPMENT COORDINATOR 6-13-2019

ENGINEER'S SEAL
MICHAEL W. CHRISTOPHER
2445 TECHNOLOGY FOREST BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
115574
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
F-18141
04/16/2019

CITY OF IOWA COLONY
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL BYRUM-BRATSEN, MAYOR 6/4/19
DINH HO, P.E., CITY ENGINEER 6/4/19



Manhard CONSULTING
Professional Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

MERIDIANA PARKWAY - PHASE V & PHASE VI
BRAZORIA COUNTY M.U.D. NO. 32
TITLE & SHEET INDEX

PROJ. MGR.: MHC
PROJ. ASSOC.: WHM
DRAWN BY: SW/HFL
DATE: 4/12/2019
SCALE: N.T.S.

1 SHEET OF 50
610.001012.00

APPROVAL



2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

April 12, 2019 - 12:55 - Plan Update - BROWD 33/012 Meridianas Parkway Phase 5 (MSP) Work Area - Plan Set: BROWD33/012 GENERAL NOTES (2) - AutoCAD - Ltraced by: SWECKER

Friday, September 8, 2023

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

Re: Merdiana Parkway Phase VI – Water and Sanitary Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190820-0688
Adico, LLC Project No. 16007-4-230

Dear Mayor Wil Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Merdiana Parkway Phase VI – Water and Sanitary Facilities. The final reinspection inspection was completed on April 28, 2023, with all outstanding punch list items addressed August 28, 2023.

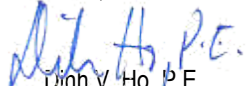
City Council approved the project into the One Year Maintenance Period on April 18, 2022. Adico, LLC recommends final approval of facilities, effective September 18, 2023, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included the following items:

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-4-230



September 7, 2023

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion Letter
Construction of Meridiana Parkway – Phase V & Phase VI

Mr. Ho,

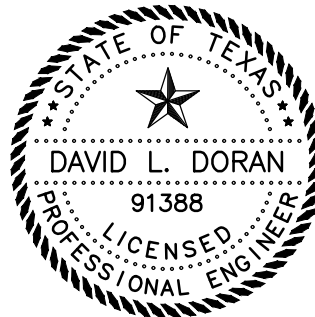
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 28, 2023, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of August 28, 2023, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/jb



September 7, 2023

Tuesday, April 12, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Parkway Phase VI – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190820-0688
Adico, LLC Project No. 16007-4-230**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Phase VI – Water and Sanitary facilities. The final inspection was completed on December 23, 2021, with all outstanding punch list items addressed on March 2, 2022.

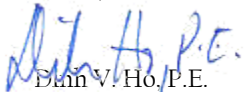
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water and Sanitary facilities into the One-Year Maintenance Period. The effective date of maintenance period shall be April 18, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-230



Engineer’s Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027

CONTRACT: Construction of Water, Drainage, and Paving Facilities for
 Meridiana Parkway Phase V & Phase VI

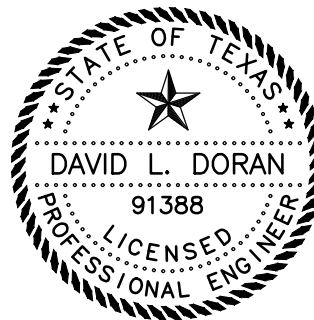
CONTRACTOR: Clearwater Utilities, Inc.
 22803 Schiel Rd.
 Cypress, Texas 77433

ENGINEER: Elevation Land Solutions
 2445 Technology Forest Boulevard, Suite
 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 23, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and “Record Drawings” will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
 Director of Construction Management



March 18, 2022

DLD/mm

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: SUR0072055

b. Principal: Clearwater Utilities, Inc.

c. Surety:

Name: Argonaut Insurance Company

State Where Surety is Incorporated: ILLINOIS

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County MUD No. 53

Subdivision involved: Meridiana Parkway Phase VI

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage and Paving Facilities

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: \$ 806,355.19

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: Argonaut Insurance Company

PRINCIPAL: Clearwater Utilities, Inc.

By: Michael Maddux
Signature

By: Dustin Berry
Signature

Michael Maddux
Print or Type Signer's Name

Dustin Berry
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

President
Signer's Title

ATTACH POWER OF ATTORNEY

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas, Tricia Balolong

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



Argonaut Insurance Company

[Handwritten Signature]

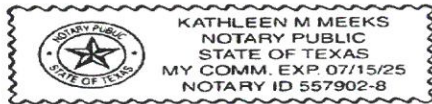
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 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 OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____.



[Handwritten Signature]

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

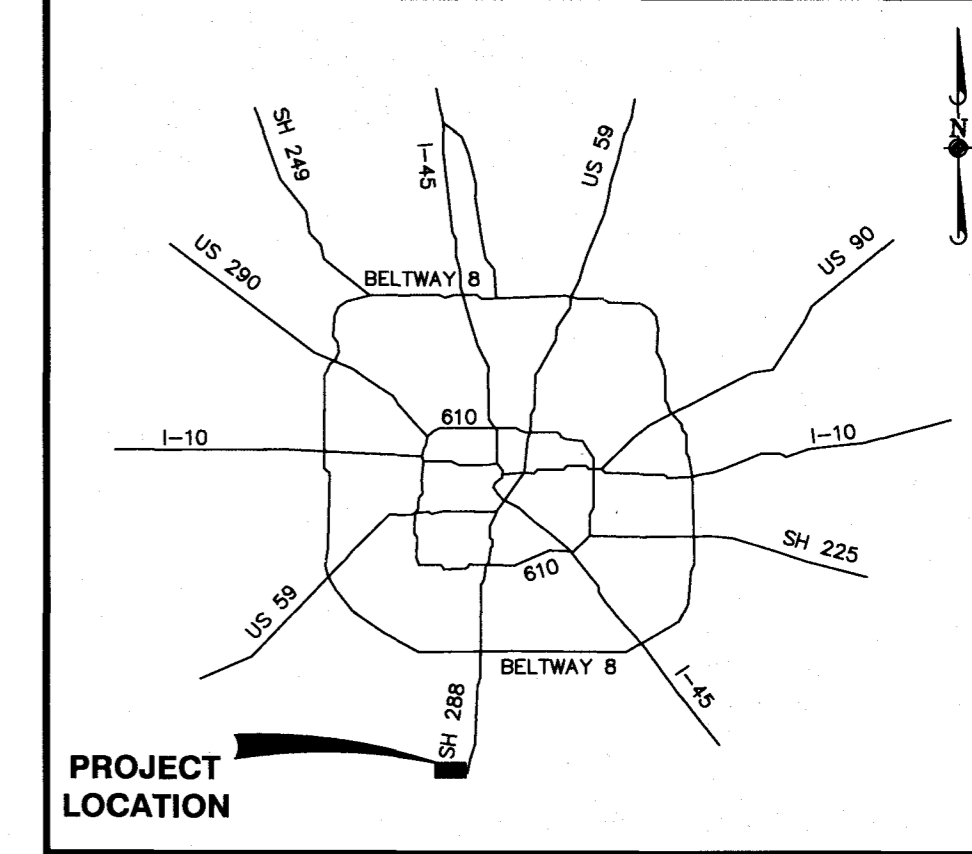
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR **MERIDIANA PARKWAY - PHASE V & PHASE VI** BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32

BRAZORIA COUNTY, TX

PROJECT NO. 610.001012.00

INDEX OF SHEETS

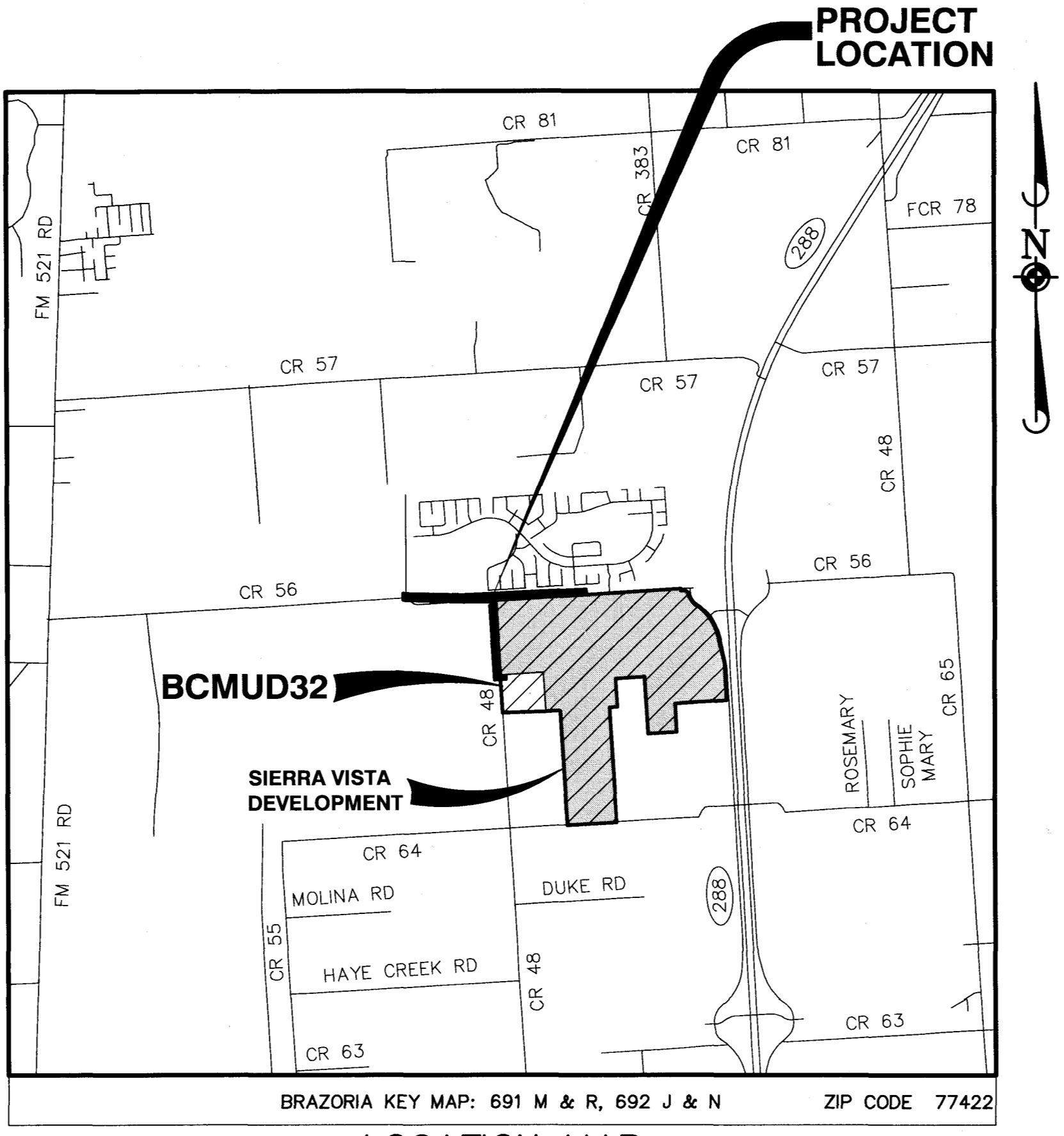
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3	GENERAL NOTES (2)
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5	WATER OVERALL
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22	PHASE VI P&P - MERIDIANA PKWY (STA 16+00 TO STA 20+50)
23	PHASE VI P&P - MERIDIANA PKWY (STA 20+50 TO STA 25+00)
24	P&P - CRYSTAL VIEW DRIVE (PH V SCOPE)
25	MERIDIANA PKWY PH5 ST1 PHASE PLAN
26	MERIDIANA PKWY PH5 ST2 PHASE PLAN
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35	CITY OF IOWA COLONY STANDARD DETAILS-SAN SEW (SHEET 3 OF 12)
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38	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 6 OF 12)
39	CITY OF IOWA COLONY STANDARD DETAILS-STRM SEW (SHEET 7 OF 12)
40	CITY OF IOWA COLONY STANDARD DETAILS-SWPPP (SHEET 8 OF 12)
41	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 9 OF 12)
42	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 10 OF 12)
43	CITY OF IOWA COLONY STANDARD DETAILS-PAVING (SHEET 11 OF 12)
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HOUSTON AREA VICINITY MAP
N.T.S.

Record Drawings

Manhard Consulting



LOCATION MAP
SCALE: 1"=2,800'

**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 V. HO, P.E.
832-895-1093 OR INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER -
CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

**INTERIM DRAINAGE - CONTRACTOR TO ENSURE CONTINUOUS FUNCTION OF
CR 56 ROADSIDE DITCH THROUGHOUT CONSTRUCTION.**

BOUNDARY & TOPOGRAPHIC SURVEY:
THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY BASELINE CORPORATION. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS.

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. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 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.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:
Matt Hanks 06/19/2019
MATT HANKS, P.E., COUNTY ENGINEER DATE
Jorge Reyna 6-13-2019
JORGE REYNA, DEVELOPMENT COORDINATOR DATE

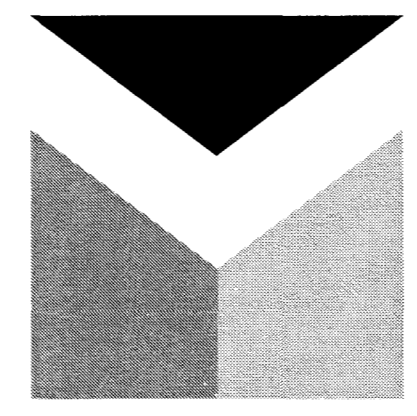
ENGINEER'S SEAL
MICHAEL W. CHRISTOPHER
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
06/16/2019
TBP# No. F-18141 04/16/2019
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.
M. Brum-Bratsen 6/4/19
MICHAEL BRUM-BRATSEN, MAYOR DATE
Dinh Ho 6/4/19
DINH HO, P.E., CITY ENGINEER DATE

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
Lee Walden 5/6/19
Lee Walden, P.E. Date President
Kerry L. Osburn 5/6/19
Kerry L. Osburn Date Vice President
Mark Roller 5/6/19
Mark Roller Date Secretary/Treasurer
Jarrod D. Aden 5/6/19
Jarrod D. Aden, P.E., C.F.M. Date District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B180030



Manhard CONSULTING

2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

DATE	REVISIONS

Manhard CONSULTING
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

MERIDIANA PARKWAY - PHASE V & PHASE VI
BRAZORIA COUNTY M.U.D. NO. 32
TITLE & SHEET INDEX

PROJ. MGR.: MHC
PROJ. ASSOC.: WHM
DRAWN BY: SW/HFL
DATE: 4/12/2019
SCALE: N.T.S.
SHEET 1 OF 50
610.001012.00



April 12, 2019 - 12:55 - Plan Update - 61012 - 61012 - Meridiana Parkway Phase V & VI - General Notes - 01.dwg - Updated By: S.Wickler

MANHARD CONSULTING, LTD. 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.

18 APPROVAL

Thursday, August 17, 2023

Danial H. Massiatte
Century Engineering, Inc.
3030 S. Gessner Road, Ste. 100
Email: dmassiatte@centuryengineering.com

Re: Sierra Vista Center Final Plat
Letter of Recommendation to Approve
COIC Project No. 2832
Adico, LLC Project No. 16007-2-316

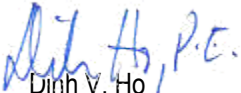
Dear Mr. Massiatte;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista Center Final Plat, received on or about August 15, 2023. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

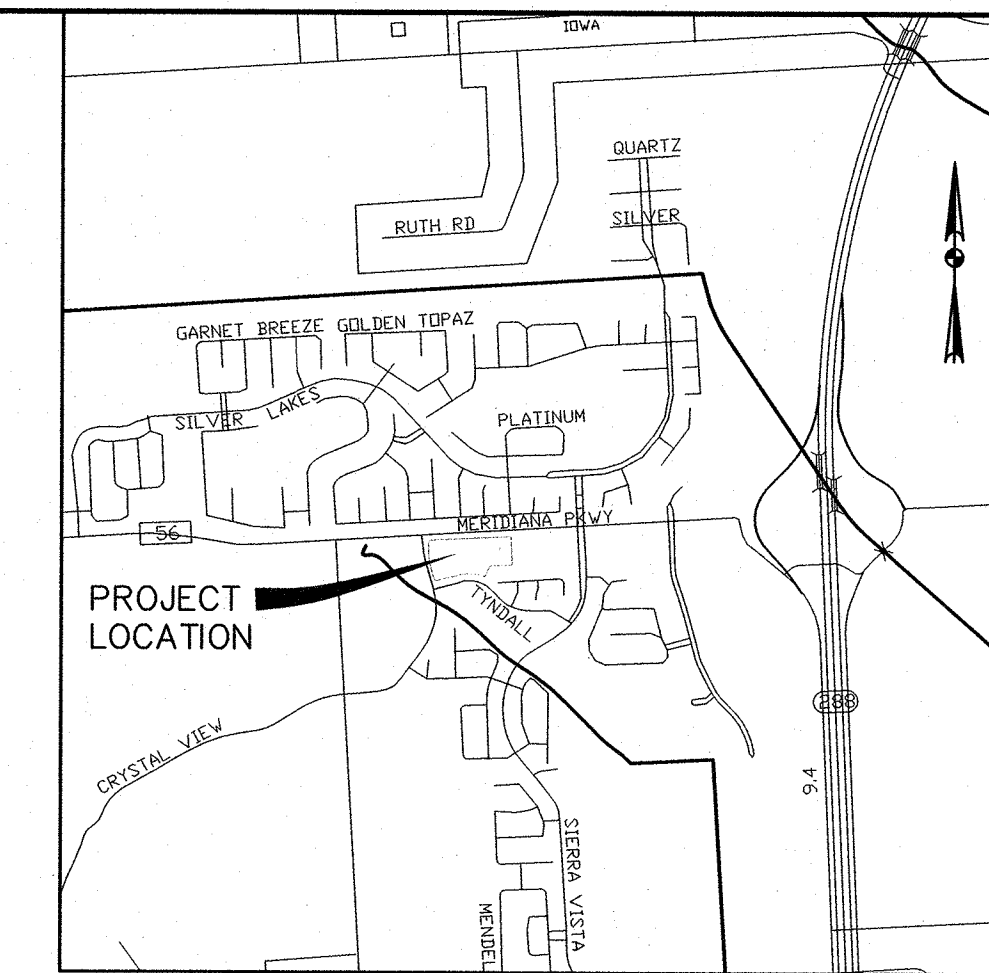
Based on our review, we have no objections to the final plat as resubmitted August 15, 2023. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 30, 2023, for consideration at the September 5, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

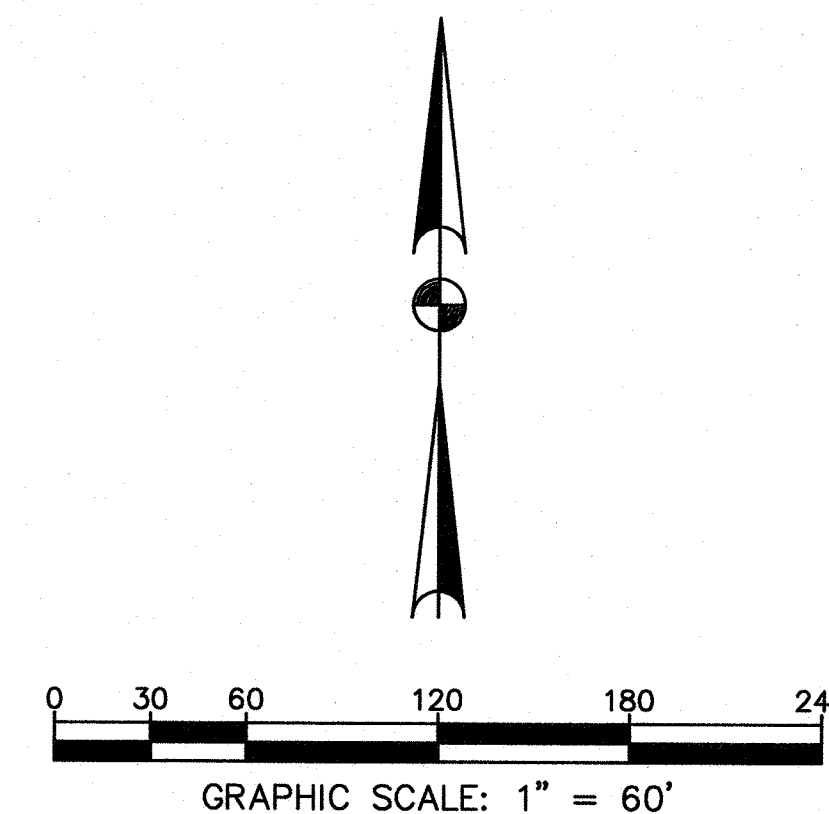

Dinh V. Ho
TBPE Firm No.16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-316



VICINITY MAP N.T.S. KEY MAP NO. 692J

BENCHMARK: TEXAS DEPARTMENT OF TRANSPORTATION CONTROL POINT HY-795, AN ALUMINUM DISK LOCATED IN THE MEDIAN OF STATE HIGHWAY NO. 288, APPROXIMATELY 125 FEET SOUTH OF COUNTY ROAD NO. 56. ELEVATION = 49.31 FEET NAVD 1988, 1991 ADJUSTMENT



H.T. & B. RR. CO. SURVEY SECTION 57, A-289

MERIDIANA PARKWAY (120' R.O.W.) (A.K.A. COUNTY ROAD NO. 56) VOL. 2, PG. 113 B.C.P.R. & DOC. NO. 20200515576 B.C.P.R.

H.T. & B. RR. CO. SURVEY SECTION 51, A-288

H.T. & B. RR. CO. SURVEY SECTION 51, A-288

LOT 600 EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N. VOL. 2, PG. 113 B.C.P.R.

CRYSTAL VIEW DRIVE (R.O.W. VARIES) PHASE I STREET DEDICATED DOC. NO. 2019051667 B.C.P.R.

10' W.L.E. B.C.C.F. NO. 2019060237

TYNDALL MIST DRIVE (R.O.W. VARIES) DOC. NO. 2020051592 B.C.P.R.

SIERRA VISTA SEC. 6 AMENDING PLAT NO. 1 DOC. NO. 2020051592 B.C.P.R.

BLOCK ① UNRESTRICTED RESERVE "A" 7.9714 AC., 347,234 SQ. FT.)

LOT 602 MANESHWARI ASSOCIATES CALLED 1.554 ACRES B.C.C.F. NO. 2022017237

SIERRA VISTA SEC 6 AMENDING PLAT NO. 1 DOC. NO. 2020051592 B.C.P.R.

SEQUOIA GROVE DRIVE (CUL-DE-SAC)

LEGEND:

- PG. - PAGE
- E - EAST
- W - WEST
- N - NORTH
- S - SOUTH
- FND. - FOUND
- STM. - STORM
- SWR. - SEWER
- VOL. - VOLUME
- NO. - NUMBER
- I.R. - IRON ROD
- SAN. - SANITARY
- ESMT. - EASEMENT
- F.C. - FILM CODE
- SQ. FT. - SQUARE FEET
- B.L. - BUILDING LINE
- R.O.W. - RIGHT-OF-WAY
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- B.C.C.F. - BRAZORIA COUNTY CLERK'S FILE
- B.C.M.R. - BRAZORIA COUNTY MAP RECORDS
- B.C.D.R. - BRAZORIA COUNTY DEED RECORDS
- O.P.R.D.R.P. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

FINAL PLAT OF SIERRA VISTA CENTER

A SUBDIVISION OF 7.9714 ACRES, LOCATED IN SECTION 51 OF H.T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 288, BRAZORIA COUNTY, TEXAS.

1 RESERVE 1 BLOCK

DATE: AUGUST, 2023 SCALE: 1" = 60'

OWNER:
PANJWANI ENERGY PROPERTIES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
6161 SAVOY DR., SUITE 1111, HOUSTON, TX. 77036, 281-857-2515

ENGINEER:
SARAB STRUCTURAL & CIVIL, LLC
13831 NORTHWEST FREEWAY, SUITE 285, HOUSTON, TEXAS 77040
OFFICE: (713) 485-5641
email: sarabadmin@sarabstructural.com
T.B.P.E. REGISTRATION NO. F-10808

SURVEYOR:
CENTURY ENGINEERING, INC.
3030 S. GESSNER SUITE 100, HOUSTON, TEXAS 77063
OFFICE: (713) 780-8871 FAX: (713) 780-7662
email: dmasiatte@centuryengineering.com
T.B.P.E. REGISTRATION NO. F-380 T.B.P.L.S. REGISTRATION NO. 100965-0 SHEET 1 OF 2

LINE	LINE BEARING	DISTANCE
L1	S 23°23'50" W	131.96'
L2	S 78°11'12" W	117.92'
L3	S 74°19'17" W	103.13'
L4	N 14°40'43" W	128.18'
L5	N 00°09'05" E	34.37'
L6	N 02°43'36" W	47.51'

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD LENGTH
C1	410.00'	270.53'	37°48'18"	N 85°30'18" W	265.65'
C2	500.00'	22.64'	02°35'39"	S 76°53'23" W	22.64'
C3	500.00'	33.73'	03°51'55"	S 76°15'15" W	33.72'
C4	25.00'	39.27'	90°00'00"	N 60°40'43" W	35.36'
C5	760.00'	75.90'	05°43'19"	N 12°49'03" W	75.87'
C6	510.00'	89.97'	10°06'29"	N 04°54'09" W	89.86'
C7	510.00'	25.62'	02°52'41"	N 01°17'15" W	25.62'
C8	35.00'	54.98'	90°00'00"	N 42°16'24" E	49.50'

Tuesday, August 29, 2023

Merrett Huddleston
Elevation Land Solutions
2445 Technology Forest Blvd, Suite 200
Houston, TX

Re: Sterling Lakes North Section 2 Final Plat
Letter of Recommendation to Approve
COIC Project No. 2248
Adico, LLC Project No. 16007-2-289


Dear Ms. Huddleston;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes North Section 2 Final Plat received on or about August 29, 2023. The review of the final plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based on our review, we have no objections to the final plat as resubmitted August 29, 2023. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 31, 2023, for consideration at the September 5, 2023, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


Dinh V. Ho
TBPE Firm No.16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 24.48 acre (1,066,417 square feet) tract of land situated in the W.H. Dennis Survey, Abstract No. 516, in Brazoria County, Texas, being a portion of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 24.48 acre (1,066,417 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

COMMENCING at a 5/8-inch iron rod (with cap) found, being a southeast corner of a called 98.190 acre tract conveyed to LGI Homes - Texas, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2020062462, Brazoria County Official Public Records, and being the beginning of a curve to the right;

THENCE, along the east line of said called 98.190 acre tract, the following seven (7) courses and distances:

1. Along said curve to the right in a westerly direction, with a radius of 25.00 feet, a central angle of 30°07'45", an arc length of 13.15 feet, and a chord bearing North 77°46'21" West, 13.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the POINT OF BEGINNING of the herein described tract and being the beginning of a curve to the right;
2. Along said curve to the right in a northerly direction, with a radius of 25.00 feet, a central angle of 60°02'53", an arc length of 26.20 feet, and a chord bearing North 32°41'02" West, 25.02 feet to a 5/8-inch iron rod (with cap) found;
3. North 02°39'08" West, 348.71 feet to a 5/8-inch iron rod (with cap) found;
4. Along said curve to the left in a northerly direction, with a radius of 430.00 feet, a central angle of 40°21'13", an arc length of 302.85 feet, and a chord bearing North 22°49'45" West, 296.63 feet to a 5/8-inch iron rod (with cap) found;
5. North 43°00'23" West, 347.22 feet to a 5/8-inch iron rod (with cap) found;
6. North 36°47'28" East, 270.29 feet to a 5/8-inch iron rod (with cap) found;
7. North 41°35'05" East, 104.89 feet to a 5/8-inch iron rod (with cap) found;

THENCE, over and across said called 455.9 acre tract, the following seven (7) courses and distances:

1. South 53°12'02" East, 109.99 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
2. North 36°47'58" East, 24.72 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
3. South 53°12'02" East, 338.66 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
4. North 87°21'10" East, 698.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the northeast corner of the herein described tract;
5. South 02°51'41" East, 896.18 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
6. Along said curve to the right in a southwesterly direction, with a radius of 35.00 feet, a central angle of 90°12'51", an arc length of 55.11 feet, and a chord bearing South 42°14'45" West, 49.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
7. South 87°21'10" West, 933.91 feet to the POINT OF BEGINNING, CONTAINING 24.48 acres (1,066,417 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

 President Date
 Lee Walden, P.E.

 Vice President Date
 Kerry L. Osburn

 Secretary/Treasurer Date
 Brandon Middleton

 District Engineer Date
 Nazar Sabti

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 2023

 Wil Kennedy M.Lean Barnett
 Mayor

 Arnetta Hicks-Murray Marquette Greene-Scott

 Tim Varlack Steven Byrum-Bratsen

 Sydney Hargroder

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 24.48 Acre tract described in the above and foregoing map of STERLING LAKES NORTH SEC 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of STERLING LAKES NORTH SEC 2, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 2023.

ASTRO STERLING LAKES NORTH, L.P.,
 A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
 a Delaware limited liability company,
 its General Partner

By: _____
 Brian Stidham, Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 2023

 David Hurst Warren Davis
 Chairman

 Les Hosey Robert Wall

 Brenda Dillon Brian Johnson

 Terry Hayes

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 2023

 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 _____, 2023

 Dinh V. Ho, P.E.

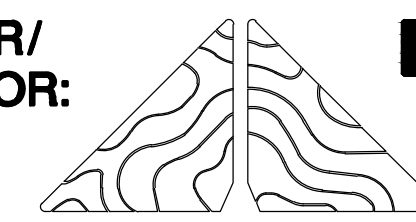
**FINAL PLAT
 STERLING LAKES NORTH
 SEC 2**

A SUBDIVISION OF 24.48 ACRES OF LAND
 OUT OF THE
 W.H. DENNIS SURVEY, A-516
 BRAZORIA COUNTY, TEXAS

82 LOTS 4 RESERVES 5 BLOCKS
 AUGUST 2023

**OWNER/
 DEVELOPER:** **ASTRO STERLING LAKES NORTH, L.P.**
 A DELAWARE LIMITED PARTNERSHIP
 C/O STARWOOD LAND ADVISORS
 6310 CAPITAL DRIVE, SUITE 130
 LAKEWOOD RANCH, FLORIDA 34202
 (713) 783-6702

**ENGINEER/
 SURVEYOR:** **ELEVATION**
 land solutions
 TBPE REGISTRATION NUMBER F-22671
 9709 LAKESIDE BLVD, SUITE 200
 THE WOODLANDS, TX 77381 832-823-2200
 TBPS REGISTRATION NUMBER 10194692



Sterling Lakes North



FIGURE 8

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Tuesday, August 29, 2023

Merrett Huddleston
Elevation Land Solutions
2445 Technology Forest Blvd, Suite 200
Houston, TX

Re: Sterling Lakes North Section 3 Final Plat
Letter of Recommendation to Approve with Conditions
COIC Project No. 2247
Adico, LLC Project No. 16007-2-290

Dear Ms. Huddleston;

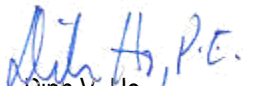
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes North Section 3 Final Plat received on or about August 28, 2023. The review of the final plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to approving this final plat with conditions. The conditions were noted in our First Review dated April 18, 2023 (attached) and as follows:

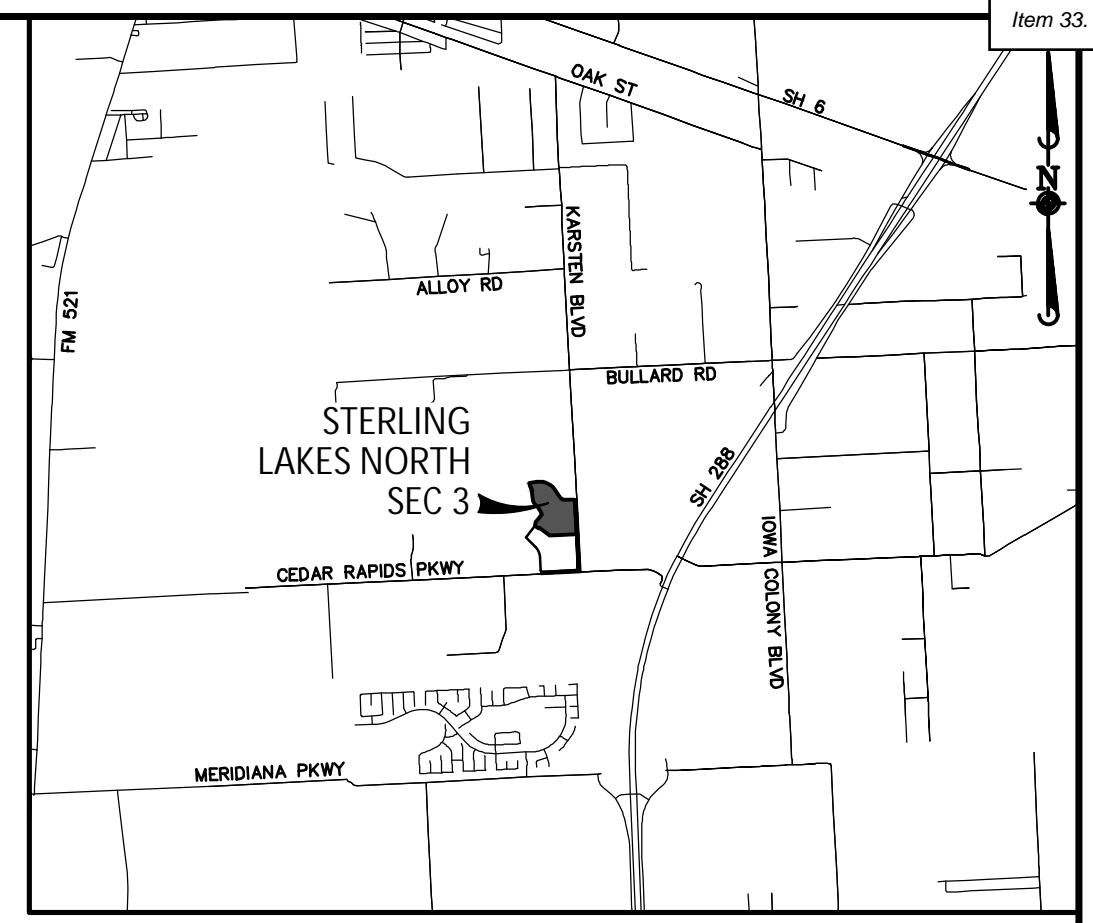
1. Provide easement recording document number missing as part of this review.

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

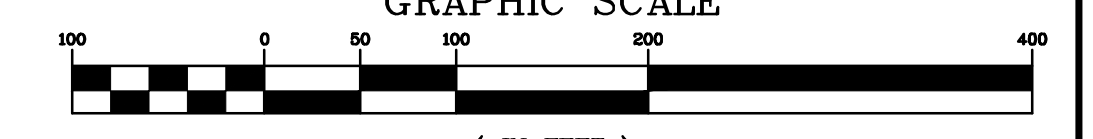
Sincerely,
Adico, LLC


Dinn V. Ho
TBPE Firm No.16423

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692A & 652W
SCALE: 1"=500'



(IN FEET)
1 inch = 100 ft.

ABBREVIATIONS

- AE= AERIAL EASEMENT
DE= DRAINAGE EASEMENT
PAE= PRIVATE ACCESS EASEMENT
PUE= PUBLIC UTILITY EASEMENT
SSE= SANITARY SEWER EASEMENT
STM SE= STORM SEWER EASEMENT
LVE= UNCONSTRICTED VISIBILITY EASEMENT
UE= UTILITY EASEMENT
WLE= WATER LINE EASEMENT
BL= BUILDING LINE
PVT= PRIVATE
ROW= RIGHT-OF-WAY
BCCF= BRAZORIA COUNTY CLERK'S FILE
BCDR= BRAZORIA COUNTY DEED RECORDS
BCPM= BRAZORIA COUNTY MAP RECORDS
BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
VOL...PG...= VOLUME, PAGE
FND= FOUND
IR= IRON ROD
SET 5/8" IRON ROD W/ CAP
SET 5/8" IRON ROD W/ W/ CAP
STREET NAME CHANGE

Table with 5 columns: CURVE, RADIUS, LENGTH, DELTA, CHORD BEARING, CHORD. Lists curve data for curves C1 through C40.

Table with 3 columns: LINE, BEARING, LENGTH. Lists line data for lines L1 through L29.

Table with 4 columns: Reserve Letter, Area (Sq Ft), Area (Ac), Usage Restricted To. Lists reserve areas A through G and a total.

- 1. BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES
2. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
3. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
4. ALL PROPERTY SHALL DRAIN INTO TO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
5. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS.
6. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1-15,000.
7. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
8. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
9. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIUM OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
10. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN, AND ZONE "AE", AREAS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDAED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
11. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
12. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNERS EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
13. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
14. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
15. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
16. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
17. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

- 1. 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.
2. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1-15,000.
3. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
4. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
5. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIUM OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
6. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN, AND ZONE "AE", AREAS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDAED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
7. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
8. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNERS EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
9. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
10. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
11. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
12. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
13. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.



CALLLED 244 1583 ACRES TO HANNOVER ESTATES, LTD. BCCF No. 2008043554 BCOPR

FINAL PLAT
STERLING LAKES NORTH
SEC 3

A SUBDIVISION OF 26.64 ACRES OF LAND OUT OF THE W.H. DENNIS SURVEY, A-516 BRAZORIA COUNTY, TEXAS

92 LOTS 7 RESERVES 5 BLOCKS
AUGUST 2023

OWNER/ DEVELOPER: ASTRO STERLING LAKES NORTH, L.P. A DELAWARE LIMITED PARTNERSHIP C/O STARWOOD LAND ADVISORS 6310 CAPITAL DRIVE, SUITE 130 LAKEWOOD RANCH, FLORIDA 34202 (713) 783-6702

ENGINEER/ SURVEYOR: ELEVATION land solutions. TPBE REGISTRATION NUMBER F-22671. 9709 LAKESIDE BLVD, SUITE 200 THE WOODLANDS, TX 77380 832-823-2200 TPBS REGISTRATION NUMBER 10194692

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 26.64 acre (1,160,569 square feet) tract of land situated in the W.H. Dennis Survey, Abstract No. 516, in Brazoria County, Texas, being a portion of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 26.64 acre (1,160,569 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8-inch iron rod (with cap) found, being on the east line of a called 98.190 acre tract conveyed to LGI Homes - Texas, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2020062462, Brazoria County Official Public Records, being on the west right-of-way line of Karsten Boulevard, a generally recognized public road (no record found; width varies as occupied), and being the northeast corner of the herein described tract;

THENCE, over and across said called 455.9 acre tract, the following five (5) courses and distances:

1. South 02°31'41" East, 909.64 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
2. South 87°21'10" West, 698.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
3. North 53°12'02" West, 338.66 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
4. South 36°47'58" West, 24.72 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;
5. North 53°12'02" West, 109.99 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 98.190 acre tract and being the southwest corner of the herein described tract;

THENCE, along the east line of said called 98.190 acre tract, the following twenty-four (24) courses and distances:

1. North 06°13'49" East, 108.43 feet to a 5/8-inch iron rod (with cap) found;
2. North 41°17'30" East, 259.68 feet to a 5/8-inch iron rod (with cap) found;
3. North 28°37'56" West, 120.04 feet to a 5/8-inch iron rod (with cap) found;
4. North 31°35'09" West, 120.04 feet to a 5/8-inch iron rod (with cap) found;
5. North 48°23'13" West, 114.80 feet to a 5/8-inch iron rod (with cap) found;
6. North 20°58'34" West, 75.94 feet to a 5/8-inch iron rod (with cap) found;
7. North 08°04'14" West, 243.48 feet to a 5/8-inch iron rod (with cap) found;
8. North 15°39'54" East, 20.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
9. Along said curve to the right in a northerly direction, with a radius of 50.00 feet, a central angle of 107°37'38", an arc length of 93.92 feet, and a chord bearing North 20°31'00" West, 80.71 feet to a 5/8-inch iron rod (with cap) found;
10. North 56°41'55" West, 20.00 feet to a 5/8-inch iron rod (with cap) found;
11. North 14°55'55" West, 125.31 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the northwest corner of the herein described tract;
12. North 82°29'45" East, 209.76 feet to a 5/8-inch iron rod (with cap) found;
13. North 86°00'45" East, 58.64 feet to a 5/8-inch iron rod (with cap) found;
14. South 85°52'03" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
15. South 76°39'38" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
16. South 67°27'13" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
17. South 58°14'48" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
18. South 49°02'24" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
19. South 39°49'59" East, 76.73 feet to a 5/8-inch iron rod (with cap) found;
20. South 33°44'07" East, 63.02 feet to a 5/8-inch iron rod (with cap) found;
21. South 33°32'54" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
22. South 49°29'00" East, 99.54 feet to a 5/8-inch iron rod (with cap) found;
23. South 86°41'11" East, 106.62 feet to a 5/8-inch iron rod (with cap) found;
24. North 87°09'21" East, 205.35 feet to the POINT OF BEGINNING, CONTAINING 26.64 acres (1,160,569 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 2023

 Wil Kennedy
 Mayor

 McLean Barnett

 Arnetta Hicks-Murray

 Marquette Greene-Scott

 Tim Varlack

 Steven Byrum-Bratsen

 Sydney Hargroder

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 26.65 Acre tract described in the above and foregoing map of STERLING LAKES NORTH SEC 3, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of STERLING LAKES NORTH SEC 3, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 2023.

ASTRO STERLING LAKES NORTH, L.P.,
 A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
 a Delaware limited liability company,
 its General Partner

By: _____
 Brian Stidham, Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 2023

 David Hurst
 Chairman

 Warren Davis

 Les Hosey

 Robert Wall

 Brenda Dillon

 Brian Johnson

 Terry Hayes

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 2023

 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 _____, 2023

 Dinh V. Ho, P.E.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

 President
 Lee Walden, P.E.

 Vice President
 Kerry L. Osburn

 Secretary/Treasurer
 Brandon Middleton

 District Engineer
 Nazar Sabti

**FINAL PLAT
 STERLING LAKES NORTH
 SEC 3**

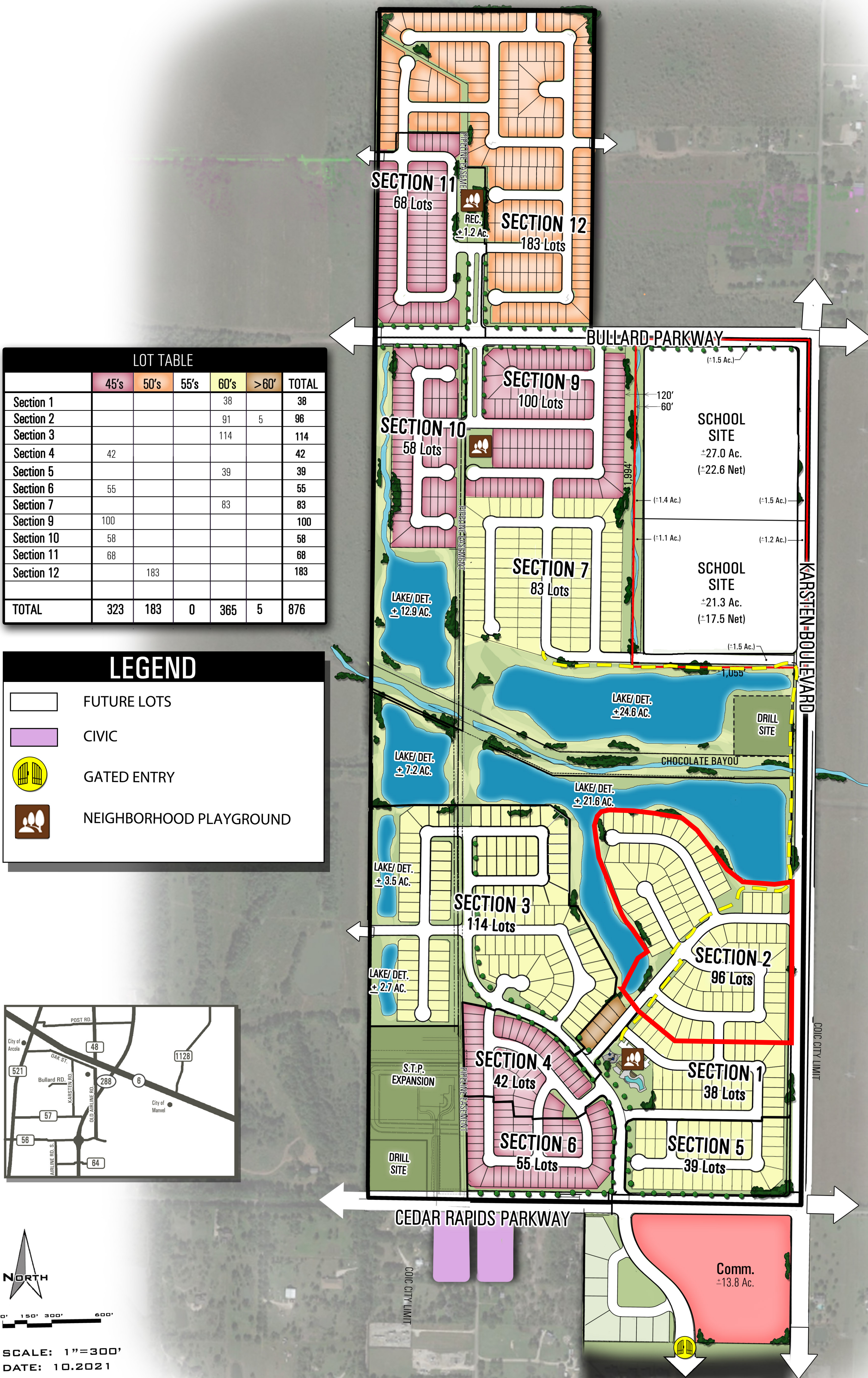
A SUBDIVISION OF 26.64 ACRES OF LAND
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 W.H. DENNIS SURVEY, A-516
 BRAZORIA COUNTY, TEXAS

92 LOTS 7 RESERVES 5 BLOCKS
 AUGUST 2023

**OWNER/
 DEVELOPER:** **ASTRO STERLING LAKES NORTH, L.P.**
 A DELAWARE LIMITED PARTNERSHIP
 C/O STARWOOD LAND ADVISORS
 6310 CAPITAL DRIVE, SUITE 130
 LAKEWOOD RANCH, FLORIDA 34202
 (713) 783-6702

**ENGINEER/
 SURVEYOR:** **ELEVATION**
 land solutions
 TBPE REGISTRATION NUMBER F-22671
 9709 LAKESIDE BLVD, SUITE 200
 THE WOODLANDS, TX 77381 832-823-2200
 TBPS REGISTRATION NUMBER 10194692

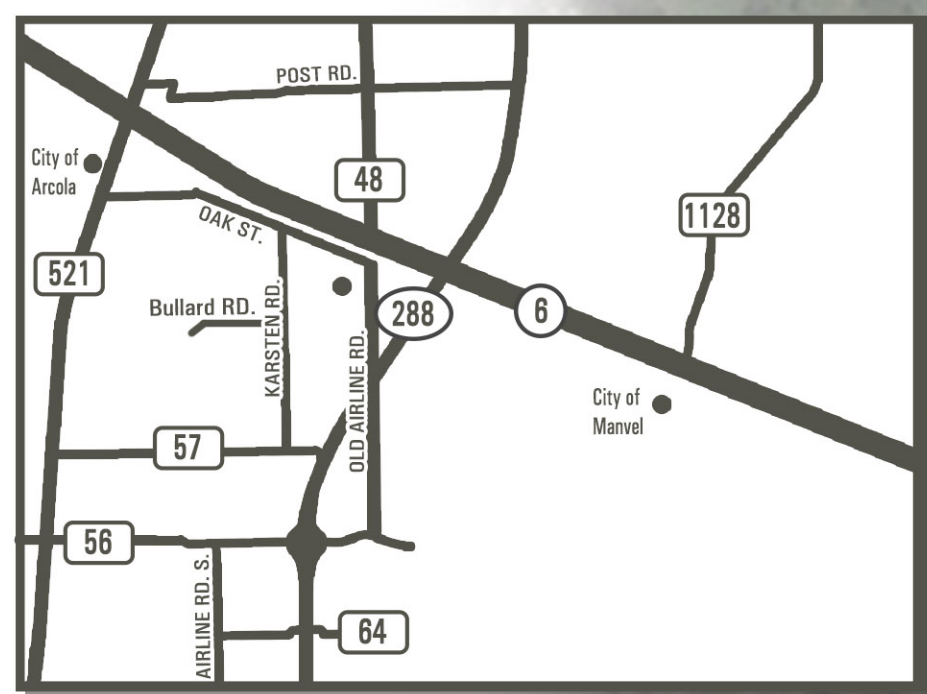
Sterling Lakes North



LOT TABLE						
	45's	50's	55's	60's	>60'	TOTAL
Section 1				38		38
Section 2				91	5	96
Section 3				114		114
Section 4	42					42
Section 5				39		39
Section 6	55					55
Section 7				83		83
Section 9	100					100
Section 10	58					58
Section 11	68					68
Section 12		183				183
TOTAL	323	183	0	365	5	876

LEGEND

- FUTURE LOTS
- CIVIC
- GATED ENTRY
- NEIGHBORHOOD PLAYGROUND



NORTH

0' 150' 300' 600'

SCALE: 1"=300'
DATE: 10.2021

FIGURE 8

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Tuesday, April 18, 2023

Merrett Huddleston
Elevation Land Solutions
2445 Technology Forest Blvd, Suite 200
Houston, TX

Re: Sterling Lakes North Section 3 Final Plat
First Review
COIC Project No. 2247
Adico, LLC Project No. 16007-2-290

Dear Ms. Huddleston;

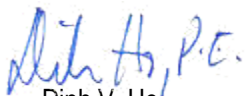
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal for Sterling Lakes North Section Three Final Plat received on or about April 10, 2023. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, please see our comments to be addressed on the following pages.

Please provide a written response to our comments and send digital files in .pdf format for further review.

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

Summary of comments: SterlingLakesNorth Sec3 Plat - 04-06-2023_JR - Comments.pdf

Page:1

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:42:34

Provide cad files of plat
Provide street name verification from Brazoria County 911.

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:42:48

Construction Plans has not been approved.

Author: Jorge Reyna Subject: Note Date: 2023-04-18 07:44:39

Missing information on all highlighted boxes

Author: Jorge Reyna Subject: Note Date: 2023-04-18 07:45:18

Missing information

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:40:24

Add 25' B.L.

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:39:23

Add 25' B.L.

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:38:37

Missing 1' Reserve

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:44:24

Missing information

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:40:30

Add 25' B.L.

Author: Jorge Reyna Subject: Note Date: 2023-04-18 07:44:22

Missing information on all highlighted boxes

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:44:31

Missing information

Author: Jorge Reyna Subject: Note Date: 2023-04-18 06:38:30

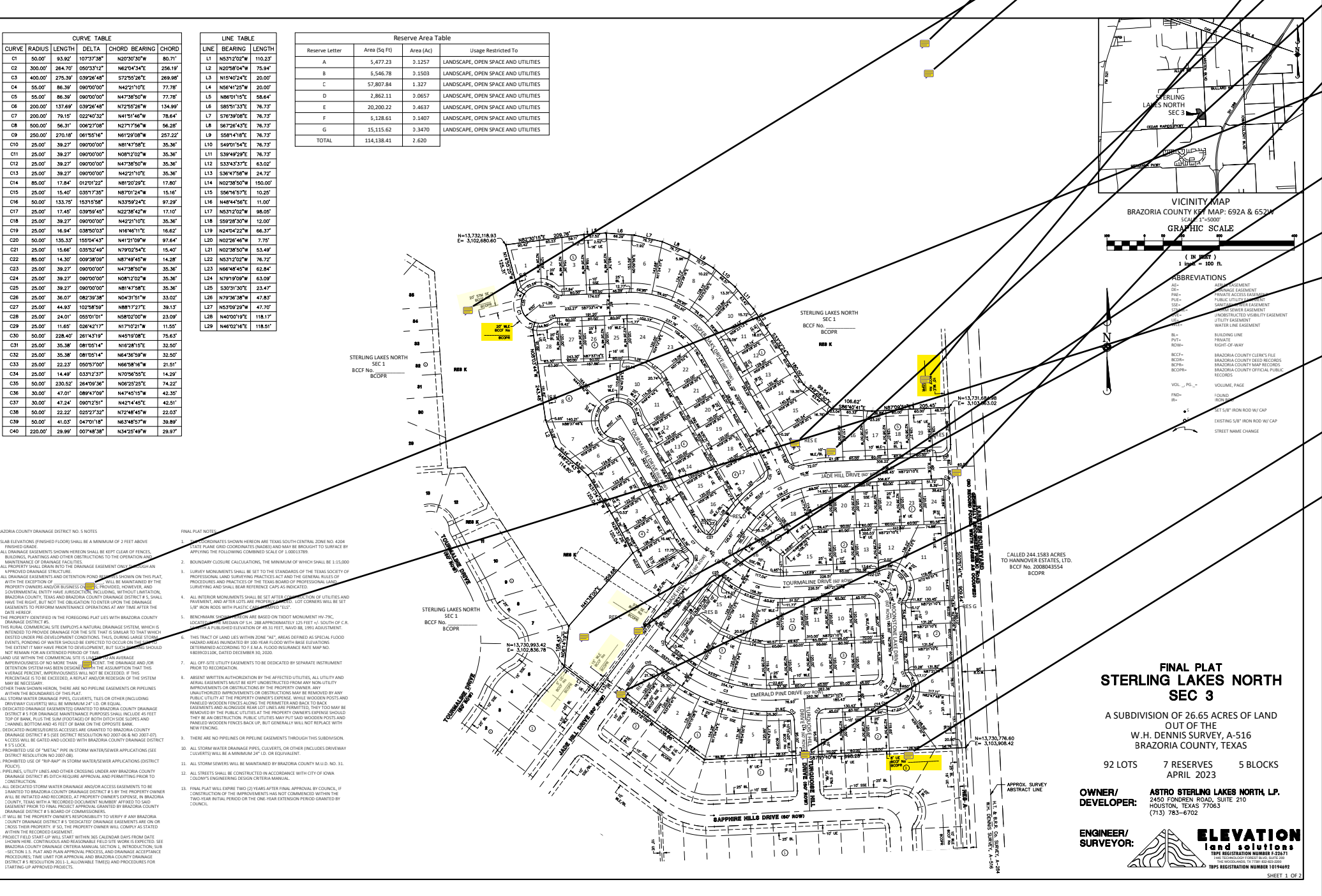
Missing 1' Reserve

Author: Jorge Reyna Subject: Note Date: 2023-04-18 07:46:46

Missing 1' Reserve

Author: Jorge Reyna Subject: Note Date: 2023-04-18 07:46:07

Missing information



 **VERITEX**
COMMUNITY BANK
12750 Merit Drive, Suite 1300
Dallas, TX 75251

2088AS.001 NTC: 0002088
6300VCB-C Item 34.



2088 1 AB 0.534 *0002088 S1

Notice Date: 9/01/23
Phone: (833) 837-4839



CITY OF IOWA COLONY
12003 IOWA COLONY BLVD
IOWA COLONY TX 77583-5719



AUTOMATIC RENEWAL NOTICE

Your Certificate of Deposit xxx5471 will automatically renew on 9/12/23 with a new maturity date of 9/12/24. If you want to make any changes to this certificate, you must do so within 10 days following the renewal date or be subject to a penalty. The new interest rate and annual percentage yield (APY) is not yet known, but will be determined on the maturity date. You may call (833) 837-4839 to get your new rate and APY. Interest will be compounded and credited to this certificate.

CERTIFICATE OF DEPOSIT	xxx5471
AMOUNT	102,552.94
TERM	12M

8022



September 12th – Quote/Rates Renewal for Certificate of Deposit

Veritex Comm Bank– 12month CD 5.49%

- 6-month CD 5.44%

Frost Investments – 100k and greater

- 6month CD 4.95%
- 12month CD 4.80%
- 24month CD 4.50%

TexStar Investment Pool

- 5.25%