CITY COUNCIL MEETING

Monday, September 15, 2025
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL** OF IOWA COLONY WILL HOLD A **COUNCIL MEETING** AT **7:00 PM** ON **MONDAY, SEPTEMBER 15, 2025** AT **IOWA COLONY CITY HALL**, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

Taxpayer Impact Statement

This statement presents the estimated annual property tax bill for a median-valued homestead in Iowa Colony ($416,981) and compares it under the current revenue rate and the proposed tax rate options.

Tax Rate Scenario	Tax Rate per $100 Valuation	Estimated Annual Tax Bill	Difference from Current Year
Current FY 2024-25	$0.519209	$2,165.00	-
No-New Revenue Rate	$0.481864	$2,009.28	-155.72
Proposed Rate FY 2025-26	$0.519209	$2,165.00	No change

Proposed Budget
A physical copy is available at City Hall and online at https://www.iowacolonytx.gov/

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Proclamation- Fire Prevention Month

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

COUNCIL COMMENTS

STAFF REPORTS

2. Building Official/Fire Marshal Monthly Report
3. Police Department Monthly Report
4. Municipal Court Monthly Report
5. Public Works Monthly Report
6. City Engineer's Report
7. Technology Department Monthly Report
8. Water/Wastewater Utility Monthly Report

PUBLIC HEARINGS

9. Hold a public hearing on the proposed tax rate of $0.519209 per $100 of valuation for the Fiscal Year 2025-2026 (2025 tax year).
10. Hold a public hearing to consider annexing the following property:

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

ITEMS FOR CONSIDERATION

11. Consideration and possible action on an Ordinance adopting the FY 2025-26 City Budget.
12. Consideration and possible action to ratify the property tax revenue increase reflected in the budget by a roll call vote.
13. Consideration and possible action on an Ordinance setting the property tax rate for 2025.
14. Consideration and possible action to approve a Development Agreement with Sunset Prairie for a 39.83-acre tract of land.
15. Consideration and possible action to consider annexing the following property:

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

    A. Consideration and possible action to approve the offer of Non-Annexation Development Agreement with each landowner of the annexation land taxed agriculturally and the rejection of that offer by those landowners.

    B. Consideration and possible action to approve the Municipal Service Agreement.

    C. Consideration and possible action to adopt an Ordinance on first and final reading annexing the property containing approximately 39.83 acres of land.
16. Consideration and possible action on an Ordinance granting a variance to the transparency requirements in the City's Unified Development Code for the Primrose School located at 9828 Karsten Boulevard.
17. Consideration and possible action on the 191-acre Coogan Tract Plan of Development.

18. Consideration and possible action on a Resolution authorizing signatories in relation to the CDBG-MIT Resilient Communities Program.

19. Consideration and possible action on an Ordinance setting the speed limits in school zones.

EXECUTIVE SESSION

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

20. Discussion of the qualifications and selection of City Manager candidates.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

21. Consideration and possible action on Executive Session matters.

CONSENT AGENDA

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

22. Consider approval of the July 29, 2025 City Council meeting minutes.

23. Consider approval of the August 18, 2025 City Council worksession minutes.

24. Consider approval of the August 18, 2025 City Council meeting minutes.

25. Consider approval of an engagement letter with Whitley Penn for auditing services.

26. Consider approval of the Wynserra Phase I General Plan.

27. Consider approval of the Wynserra Section 1 Preliminary Plat.

28. Consider approval of the Wynserra Section 2 Preliminary Plat.

29. Consider approval of the Wynserra Street Dedication and Reserves Section 1 Preliminary Plat.

30. Consider approval of the Wynserra Wastewater Treatment Plant Preliminary Plat.

31. Consider approval of the Ellwood Section 3A Preliminary Plat.

32. Consider approval of the El Alaniz Addition Preliminary Plat.

33. Consider acceptance of Brazoria County MUD 31 Sterling Lakes Lift Station into the One Year Maintenance Period.

34. Consider final acceptance of Brazoria County MUD 53 - Sanitary Sewer Lift Station No. 2 and Force Main.

35. Consider approval of Primrose Estates - Grading and Detention into the One Year Maintenance Period.

36. Consider approval of Sterling Lakes Drive Extension - Water, Drainage and Paving into the One Year Maintenance Period.

37. Consider acceptance of Karsten Boulevard North Phase 4 - Water, Drainage and Paving into the One Year Maintenance Period.

38. Consider approval of a six-month extension for the Meridiana Section 55C Preliminary Plat.

39. Consider approval of an Interlocal Agreement between the City of Iowa Colony and Brazoria County for road maintenance and improvement services.

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 9, 2025.

Kayleen Rosser, City Secretary

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

Kayleen Rosser, City Secretary

Date Signed:_____

CITY OF IOWA COLONY

City Council Agenda Item Request Form

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

Date: August 12, 2025

Department Making Request: ...Select Dept.

Person Making Request: Albert Cantu

Item Type: Proclamation

Budgeted? NO Cost:

If budgeted, identify account:

Short Description:

Proclaiming September 2025 as Fire Prevention Month

Explanation/Justification Details:

PROCLAMATION:
FIRE PREVENTION MONTH – September, 2025
“Charge into Fire Safety™: Lithium-Ion Batteries in Your Home”

Requestor Signature:

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Proclamation

Iowa Colony, Texas

FIRE PREVENTION WEEK
October 2025

"Charge into Fire Safety: Lithium-Ion Batteries in Your Home"

WHEREAS, Fire Prevention Week has been observed for more than 100 years as the longest-running public health observance in the United States, working to educate people about the risks of home fires and ways to minimize them; and

WHEREAS, this year's Fire Prevention Week campaign, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," runs from October 5 - 11, 2025, with a focus on educating everyone about the safe use of lithium-ion batteries through the Buy, Charge, and Recycle Safely approach; and

WHEREAS, most of the electronics we use in our homes; including smartphones, tablets, laptops, power tools, lawn equipment, headphones, and toys; are powered by lithium-ion batteries, which, if damaged or improperly used, can overheat, catch fire, or even explode; and

WHEREAS, to reduce these risks, residents are urged to:

1. **BUY** only products listed by a nationally recognized testing laboratory;
2. **CHARGE** devices safely, using manufacturer-approved cords and chargers, and never charging on beds, couches, or under pillows;
3. **RECYCLE** batteries responsibly by taking them to approved battery recycling locations; and

WHEREAS, the City of Iowa Colony is committed to promoting this campaign and empowering residents to understand, identify, and safely manage the lithium-ion battery-powered devices in their homes; and

WHEREAS, local fire departments, schools, and community organizations play a vital role each year in spreading these life-saving fire safety messages;

NOW, THEREFORE, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby proclaim October 2025, as ***FIRE PREVENTION MONTH*** in the City of Iowa Colony, Texas and encourage all residents to participate in Fire Prevention Week activities, to recognize the importance of preventing home fires, and to follow the Buy, Charge, and Recycle Safety approach when using lithium-ion batteries.

Dated This 15th day of September 2025.

_____

Wil Kennedy, Mayor

IOWA COLONY FIRE MARSHAL'S OFFICE

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

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

September 8, 2025

Mayor and Council,

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

Community Development

Inspections conducted by Safe Built-

Building Inspections-	419
Electrical Inspections-	328
Plumbing Inspections-	524
Mechanical Inspections-	163
Total-	**1434**

Total Paid to Safe Built for August 2025, for a total of 1434 Inspections- $32,265.00

Total Paid to Safe Built for August 2024, for a total of 1374 Inspections- $30,915.00

August 2024 Plan Reviews- 82

Building- 1	Commercial Buildout- 0	Electrical- 10	New Residential- 69	Swimming Pools- 1	New Addition- 1

August 2025 Plan Reviews- 79

Building- 1	Commercial Buildout- 0	Electrical- 6	New Residential- 70	Swimming Pools- 1	New Addition- 1

Permits Issued

2024- 167

Engineer Projects- 21	Other Permits- 83	New Home Permits- 63

2025- 163

Engineer Projects- 33	Other Permits- 71	New Home Permits- 59

Fees Collected

2024- $543,628.18

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

2025- $669,539.76

Engineer Projects- $320,369.35	Other Permit Fees- $23,892.55	New Home Permit Fees- $325,277.86

Animal Control- 19 Calls for service

15- Animal at Large	2- Deceased Animals	2- Lose Livestock
Taken to SPCA	Properly disposed of	Returned to owner

Bryant attended 1 Class, Advanced Animal Control Course. Bryant successfully passed the course he attended. He is doing a great job by being pro-active and visual to the community.

Code Compliance

104- Calls for service

Tall Grass & Weeds- 2	Junked Vehicles- 14	Debris and Unsanitary Conditions- 0	No Address- 0	Rubbish/Trash- 12
Sign Removal- 64	Violation Notices- 10	Case closed- 2		

Fire Marshal's Report

1. All finals for 10203 Karsten Blvd Building 5 and Clubhouse were completed. This building was given Certificates of Occupancy to allow them to start occupying.
2. I attended 4 DRC Meeting for new projects.
3. Case closed for 7347 Iowa Colony Blvd. House involved in a structure fire which became a dangerous structure has been removed and property cleaned from all debris.





Thanks,

Albert Cantu, CFM

Fire Marshal/Building Official

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report
August 2025

Offense	July 2025	August 2025
Burglary	2	2
Theft	3	4
Robbery	0	0
Total Index Crimes Reported	5	6
Reports Taken		
Misdemeanor	31	30
Felony	11	9
Charges Filed/Arrests		
Misdemeanor	21	28
Felony	1	3
Outside Agency Warrant Arrest	0	1
Traffic Enforcement		
Number of Violations	755	1072
Crash Investigations		
Minor Crashes	16	14
Major Crashes	3	3
Fatality Crashes	0	0
Calls for Service		
Alarms	38	41
Assist Other Agency	38	36
Disturbance	10	10
Other	288	276
Security Checks	812	590
Suspicious Activity/Persons	35	30

Significant Events

- August 1 – Officers were dispatched to the 3100 block of Meridiana Pkwy in refence to an assist citizen call. During the call for service a person was found to be intoxicated and then resisted arrest. An arrest was made and a report was generated.
- August 4 – Officers were dispatched to the 9800 block of Opal Rock Dr in reference to a disturbance. An arrest was made and a report was generated.
- August 4 – Officers conducted a traffic stop in the 3100 block of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.

IOWA COLONY
POLICE DEPARTMENT

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- August 5 – Officers conducted a traffic stop in the 3300 block of Meridiana Pkwy. During the traffic stop a stolen firearm was located in the vehicle. An arrest was made and a report was generated.
- August 7 – Officers conducted a traffic stop in the 3000 block of Meridiana Pkwy. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- August 8 – Officers were dispatched to the 10400 block of Kahlo Ct in reference to a disturbance. During the call for service illegal narcotics were located on a person. An arrest was made and a report was generated.
- August 10 – Officers conducted a traffic stop in the area of SH 288/Cedar Rapids Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- August 10 – Officers conducted a traffic stop in the area of SH 288/Iowa Colony Blvd. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 13 – Officers conducted a traffic stop in the area of SH 288/FM 1462. During the traffic stop it was found the driver had a suspended driver license and drug paraphernalia was found in the vehicle. An arrest was made and a report was generated.
- August 16 – Officers conducted a traffic stop in the area of SH 288/Cedar Rapids Pkwy. During the traffic stop it was found the driver had outstanding warrants from the Houston County Sheriff's Office. An arrest was made and a report was generated.
- August 17 – Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 17 – Officers were dispatched to the 9900 block of Sterling Gate Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- August 17 – Officers were dispatched to the 9400 block of Emerald Green Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- August 18 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- August 18 – Officers conducted a traffic stop in the 3200 block of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.

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- August 21 – Officers were dispatched to the 9400 block of Ruby Mist Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- August 22 – Officers conducted a traffic stop in the area of SH 288/CR 61. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 22 – Officers conducted a traffic stop in the area of SH 288/Iowa Colony Blvd. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- August 22 – Officers located a suspicious vehicle in the area of Louisiana St/Des Moines Ct. During the call for service juveniles were found to be in possession of alcohol and tobacco products. Citations were issued and the juveniles were released.
- August 24 – Officers conducted a traffic stop in the area of Iowa Colony Blvd/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 26 – Officers conducted a traffic stop in the area of SH 288/SH 6. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- August 27 – Officers conducted a traffic stop in the area of SH 288/CR 60. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- August 31 – Officers conducted a traffic stop in the area of SH 288/Iowa Colony Blvd. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- August 31 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 8/1/2025 to 8/31/2025

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
437	2	0	0	8	447

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
$20,651.62	$32,822.24	$10,833.60	$493.69	$604.75	$65,405.90

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
64	0	66	34	131	295

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

Safety Meeting	Descritption		Complete	
Safety Meeting	Road Construction		Complete	8/28/2025

Street SIGNAGE	Descritption		Complete	
Exploration & Meridiana	straighten stop sign		Complete	
Exploration & Meridiana	straighten speed limit sign		Complete	
Meridiana & Pursley	straighten stop sign (2)		Complete	
Meridaina & Iowa Colony	turn City Park sign		Complete	
Cedar Rapids & Iowa Colony east bound	install pole w/ speed limit sign		Complete	
Iowa Colony & Davenport north bound	turn school zone signal		Complete	
Iowa Colony & Davenport south bound	install road direction sign		Complete	
Meridiana & Crystal View	install base for fire station light		Complete	
Davenport Sophie Mary	turn school zone sign		Complete	
Davenport & Iowa Colony	turn school cross walk sign		Complete	

DEBRIS REMOVAL	Descritption		Complete	
288 South & Meridiana Pkwy	Trash pick up		Complete	
Public Works Building	heavy haul		Complete	
Daveport & Pursley	remove cut tree limbs from ditch line		Complete	
Valley Vista Dr & Dubuque west side of bridge	remove dumped trash		Complete	
Meridiana & Sierra Vista	remove trashed auto parts		Complete	
Pursley & Bullard east bound	remove cut tree limbs from ditch line		Complete	
Dubuque & Iowa Colony east bound	remove dumped trash		Complete	
Dubuque & Iowa Colony east bound	remove trash from right away		Complete	

MOWING/TREE TRIMMING	Descritption		Complete	
City Hall	grass mowed		Complete	
City Hall	Trash Pickup		Complete	
758C	mowed grass in the gate		Complete	
Bullard & Pursley(200ft east)	cut trees from over street		Complete	
Pursley & Davenport	trim trees back from 45mph sign		Complete	
Public Works Building	mow property		Complete	
Meridiana Bridge	survey mowing details		Complete	
CR 79 & Cedar Rapids to CR 380 & CR 79	mow ditch line		Complete	
Public Works Building	trim trees back		Complete	
Iowa Colony & Davenport south bound	mow ditch line		Complete	
Cedar Rapids & CR 79 to CR 79 & CR 78	mow ditch line		Complete	
CR 79 & CR 380 to CR 79 & Bullard	mow ditch line		Complete	
CR 79 & CR 380 to CR 380 dead end	mow ditch line		Complete	
Ames & Harper south bound	trim trees / curve sign		Complete	
Iowa Colony & FCR 190	trim trees from right away		Complete	
Pursley & Brister to Brister & Iowa Colony	mow ditch line		Complete	
Iowa Colony & Brister to Iowa Colony & Dubuque	mow ditch line		Complete	
Iowa Colony & Dubuque to Dubuque & Pursley	mow ditch line		Complete	
Iowa Colony & Dubuque to Iowa Colony & Davenport	mow ditch line		Complete	
Davenport & Sophie Mary	mow ditch line		Complete	
Iowa Colony & Dubuque to Iowa Colony & Davenport	weed eat culverts		Complete	
Public Works Building	mow property		Complete	
City Hall	mow property		Complete	
Meridiana & Karsten	mow medium		Complete	
CR 62 & Ames east bound	mow ditch line		Complete	

STREET REPAIRS	Descritption		Complete	
Pursley & Cedar Rapids	filled spot pot holes		Complete	
Ames & Davenport to Ames bridge	filled spot pot holes		Complete	
Pursley & Dubuque to Pursley & Brister	filled spot pot holes		Complete	
Ames & Davenport to Ames bridge	survey pot holes		Complete	
CR 62 & Ames to CR 62 bridge	survey pot holes		complete	
Ames & Davenport to Ames bridge	fill spot pot holes		Complete	
CR 62 & Ames to CR 62 bridge	fill spot pot holes		Complete	
Hwy 288 service rd & Cedar Rapids to Karstien & Cedar Rapids	fill spot pot holes		Complete	
CR 78 & CR 79 to CR 79 & Bullard	fill spot pot holes		Complete	
Ames & Harper dead end	survey place for barricades		Complete	
CR 53 & Ames to CR 53 bridge	survey pot holes		Complete	
Ames & Harper dead end	place barricades @ dead end (2)		Complete	
Iowa Colony & Bullard to Iowa Colony & Oak	fill spot pot holes		Complete	
Iowa Colony & Davenport to Iowa Colony north bound barricade	survey street for striping		Complete	
Iowa Colony & Davenport to Davenport east bound to bridge	survey street for striping		Complete	
Pursley & Meridiana to Meridiana & Hwy 288	survey street for striping		Complete	
Meridiana & Hwy 288 to Meridiana & city limits sign	survey street for striping		Complete	
Meridiana & Ames to Ames north bound to dead end	survey street for striping		Complete	
Meridiana & Sterling Gate Drive	survey street for striping		Complete	

Ditch Drainage issue	Descritption		Complete	
Crystal View & Tyndall Mist Dr	clean storm drain		Complete	

Parks	Descritption		Complete	
Restrooms	Fix handwashing station		Complete	
Park	Pick up Trash bags		Complete	
Park	Pick up Trash bags		Complete	
Park	replace water fountian		Complete	
Park	Change batteries in hand washing station		Complete	
park	Added soccer goals		Complete	
Park	Grass mowed		Complete	
Park	Trim trees		Complete	
City Park	collect trash bags (2)		Complete	
City Park	collect trash bags (5)		Complete	
City Park	collect trash bags (2)		Complete	

Miscellaneous Works	Descritption		Complete	
City Hall	Set water sprinkler timer		Complete	
PublicWorks building	shop clean up		Complete	
Public Works building	clean equipment parking lot		complete	
City Hall	reinstall paper towl holder on wall(2nd floor)		Complete	
Public Works building	clean shop pickup		Complete	
Public Works building	organize utility closet & kitchen		Complete	
Public Works building	attach batwing to tractor & service		Complete	
City Hall	set up tables in counsel chanbers		Complete	
Public Works building	clean & organize shop		Complete	
Public Works building	conex container removed from equipment parking lot		Complete	
Public Works building	clean equipment (zero - turn & tractor/batwing)		Complete	
Public Works building	disassemble cubicles inside building		Complete	
Public Works building	load materials from Home Depot		Complete	
Public Works building	assemble electric saw table		Complete	
Public Works building	repair 3rd garage door		Complete	
Public Works building	assemble sign rack		incomplete	
Public Works building	assemble sign rack		incomplete	
Public Works building	load materials from Home Depot		Complete	
Public Works building	assemble sign rack		Complete	
Nickel Canyon Ct & Nickel Canyon Dr	assist animal control with capture of animal		Complete	
Public Works building	install door sweep (back door)		Complete	
Public Works building	clean garage		Complete	
Public Works building	relocate traffic signs to sign rack / relocate poles & accessories		Complete	

ADICO
CONSULTING ENGINEERS

MEMORANDIUM

Date: Sept. 4, 2025

To: Mayor Wil Kennedy

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – Sept. 2025 Engineer's Report

cc: Kayleen Rosser, Natasha Brooks

The following is a status report of various engineering items:

1. TxDOT Overpasses:
   - Landscape planning to be determined by City Council.
   - Eastbound lanes at Meridiana Bridge is open for vehicular traffic. Traffic Signal synchronization still required.
   - Davenport Parkway Bridge is open for vehicular traffic.
   - Cedar Rapids overpass is expected by 3rd Qtr 2025.

2. GRANTS UPDATE
   - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
     i. Contractor is complete. All punchlist items are complete.
     ii. Awaiting closeout documents and submittal to grant.

3. Capital Improvement Projects
   - 2021 Waterline Extension - ARPA
     i. Contractor is complete. All punchlist items are complete.
     ii. Awaiting closeout documents and submittal to grant.

   - 2023 Ames Blvd Extension
     i. ROW Acquisition: Consultant currently negotiating with landowner.
     ii. Currently under design at 90%, pending ROW acquisition.

   - Water Plant No. 1 – Filtration System for the removal of Iron and Manganese
     i. Engineering Proposal on his agenda for approval.

   - NW WWTP 0.75 MGD
     i. Construction Documents approximately 75% complete.

4. CONSTRUCTION PROJECT STATUS:
   A. MERIDIANA SUBDIVISION – RISE COMMUNITIES
   - Active construction projects
     - Detention Pond O & P – Hardscape – 90% Complete
     - BCMUD 55 WWTP Expansion Ph 4 – 60% complete

   B. STERLING LAKES – LAND TEJAS
   - Active construction projects.
     - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
     - BCMUD 31 Water Well 1 and 2 Rework – Waiting of close-out docs Well No.2
     - BCMUD 31 Waterplant No. 2 Phase I – 10% complete

C. SIERRA VISTA - LAND TEJAS

- Active construction projects

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
  - BCMUD 53 Wastewater Treatment Plant Expansion – Awaiting on punchlist Items
  - Sierra Vista West Mass Grading and Detention Phase II – Awaiting punchlist
  - Sierra Vista West Ph II B Excavation and Grading – Awaiting punchlist items.
  - Sierra Vista West Section 11 – 55% utilities completed

E. STERLING LAKES NORTH

- Active construction projects:
  - Sterling Lakes North Detention – Awaiting punch list items.
  - Karsten Blvd North Phase IV – complete
  - Sterling Lakes Dr. Extension – Awaiting punchlist items
  - Sterling Lakes North Lift Station No. 1 – Awaiting closeout documents.
  - Sterling Lakes North Lift Station No. 2 – On agenda for acceptance into OYMP.

F. CALDWELL CROSSING

- Active construction projects
  - BCMUD 87 Detention and Grading Phase 2 – 90% Complete.
  - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
  - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
  - BCMUD 87 Lift Station No. 2 – 90% complete, awaiting final walk
  - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 85% complete
  - Caldwell Ranch Crossing Detention Ph IIB – 90%
  - BCMUD 87 Water Supply Plant – Ultimate Phase – Permit pulled
  - BCMUD 87 Remote Well - contractor mobilized.
  - Caldwell Crossing Section 5 – mobilized
  - Caldwell Crossing Section 6- Permit Pulled

G. CALDWELL LAKES

- Active construction projects
  - BCMUD 87 Detention and Grading Ph 3 – Awaiting Final Walk.
  - Caldwell Lakes Section 1 – 80% Utilities, 80% Paving.
  - Caldwell Lakes Section 2 – 80% Utilities, 80% Paving.
  - Caldwell Ranch Blvd Ph IIIB – permit pulled.
  - BCMUD 87 Detention and Mass Grading Ph IV - 35% Complete.

H. CREEKHAVEN – MUD 92

- Active construction projects:
  - Mass Grading and Detention Ph 1 – 80% complete
  - BCMUD 92 Water Plant No. 1 – On agenda for acceptance into OYMP.
  - BCMUD 92 WWTP No. 1- 20% complete
  - BCMUD 92 Offsite lift station. – 25% complete.
  - Creekhaven Mass Grading Phase II – 15% Complete.

I. ELLWOOD

- Ellwood Offsite Force main and Water Line- Awaiting punchlist items
- BCMUD 57 Lift Station No. 3 – 80% complete.
- Ellwood Water Supply and Storage Closet- 65% complete.
- Ellwood Section 1B- Awaiting closeout documents

J. OTHER CONSTRUCTION PROJECTS

- Prose Sierra Vista – Awaiting punchlist.

Technology Department

- **City Website Launch and Enhancements:**
    - Successfully launched the new City of Iowa Colony website with integrated accessibility features. Coordinated post-launch corrections including restoring Municipal Court pages, fixing misdirected payment links, creating missing Dockets and Announcements sections, and updating councilmember photos. Implemented a favicon and footer branding with the city logo at the Mayor's request, ensuring stronger identity and consistency.
- **Audit and Compliance Deliverables:**
    - Prepared and submitted extensive IT documentation for the Finance Department's FY25 audit. Delivered the updated Information Technology Strategic Plan, Disaster Recovery Plan, organizational chart, password parameters, antivirus, backup, and firewall policies, as well as helpdesk reports. This work required condensing normally extensive preparation into a limited timeframe but ensured compliance with external audit requirements. Additional effort included aligning documentation with new state legislative changes by generating permanent QR codes and homepage links for proposed budgets and taxpayer impact statements.
- **Cybersecurity Oversight and Training:**
    - Completed CJIS Security Awareness Training with a perfect score and maintained attendance in recurring vCISO meetings. Responded to phishing attempts targeting staff, including a Microsoft 365 spoof of Chief Bell's account and a suspicious W-2 email to officers. Blocked malicious domains, reported spoofed emails through Microsoft systems, and coordinated CyberCube analysis review scheduling with TMLIRP. Maintained adherence to state-mandated cybersecurity compliance standards across all departments and elected officials.
- **Public Safety and Technology Support:**
    - Provided continued technical support to the Police Department, including VPN troubleshooting for NetMotion/Absolute Access, restoring internet connectivity through DNS corrections, and assisting with OpenFox installations. Supported staff transitions by managing secure account changes, reallocating licenses, and ensuring continuity of access across systems. Addressed NVR camera feed issues by re-terminating faulty cabling. Additionally, supported Municipal Court and Finance in verifying sensitive payment instructions against archived records to prevent fraud.

Technology Department

(Continued)

- **AV and Infrastructure Remediation:**
    - Conducted extensive troubleshooting of coaxial and A.V. signal issues across city facilities, including re-terminating over 36 RG6 ends in the MDF and multiple terminations throughout the building. Verified improved reception in Dispatch and Council Chambers while documenting persistent programming and tap issues for vendor reassessment. Procured and deployed advanced cable and signal testing tools to independently validate installation quality, ensuring accountability from vendors and continuity of facility operations.
- **Procurement, Budget, and Vendor Coordination:**
    - Coordinated with Finance on invoice submissions, budget adjustments, and vendor documentation. Secured corrections to the Website Administration budget line item to account for CivicPlus and Citibot costs. Facilitated Citibot vendor registration, W-9 processing, and ensured alignment with procurement procedures. Addressed ImageNet contract disputes by clarifying invoice origins, identifying a new 48-month agreement, and advising on contract consolidation for Finance efficiency. Registered for multiple upcoming industry tradeshows and summits at no cost or with savings, ensuring exposure to emerging technology trends without burdening city funds.
- **Personnel Onboarding and Staff Development:**
    - Completed onboarding for a new Senior HR Generalist, including provisioning accounts, configuring phone and website access, and delivering a quick start guide to ensure a smooth transition. Adjusted systems to reassign prior HR resources and maintain continuity in department operations. Contributed to staff development through mentoring and evaluation guidance, helping improve consistency and quality of internal personnel processes across departments.
- **Continued Website Enhancements, Forms, and Community Engagement:**
    - Following the launch of the new city website, rebuilt and published multiple legacy forms that CivicPlus failed to migrate, including Maintenance Requests, Employment Applications, Park Facilities reservations, Lions Ball Park reservations, and Mayoral attendance requests. Configured correct submission routing, created new calendars where needed, and ensured forms were aligned with department processes. Issued citywide notices confirming the legitimacy of CivicPlus account validation emails to prevent confusion with phishing attempts. Responded to feedback from Mayor, Council, and residents by correcting navigation, restoring search functionality, updating calendars, and refining department listings. These actions improved public transparency, streamlined service delivery, and reinforced I.T.'s leadership in communication clarity.

Si Environmental, LLC

City of Iowa Colony

Operations Report for the meeting held on September 15th, 2025.

Management Report Summary

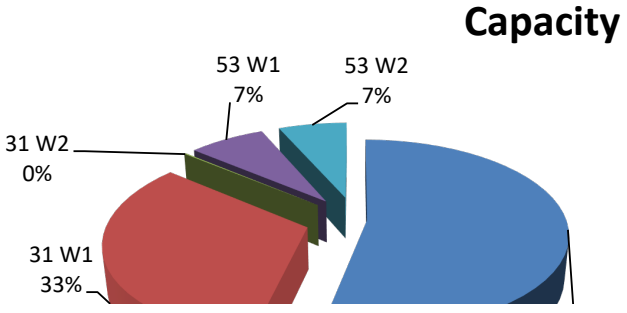
1. **Maintenance & Repairs:**
    - **Wastewater Treatment Plant**
        i. WWTP#1 – Purchased HTH granular for use around clarifiers.
    - **Lift Station**
        i. Lift Stations 1,2,8 – Vactor truck work to clean out wet wells.
        ii. Sterling Lakes Dr – Pulled lift pump #2 and sent in for repairs. Lift pump was pulling low amps and would not operate normally.
        iii. Sierra Vista Blvd – Pulled Remote Monitoring System and sent in for repairs. Installed a rental in its place.
    - **Water Distribution**
        i. In District – Meter and endpoint purchases from March -July.
        ii. C/O Creekhaven Dr & Hill Country LN – Replaced concrete after main line repairs were completed.
    - **Water Plant**
        i. WW#2 – Replaced injector on roto meter for chlorination system.
        ii. WW#1 – Replaced regulator for chlorination system for wells 1 & 2
    - **Storm Sewer Collection**
        i. 9927 Bezeled Circle Ln – Broke out sidewalk and lowered manhole to grade.
    - **Sanitary Sewer**
        i. 9423 Ruby Mist Dr – Jett truck work to clear blockage in sanitary main.

City of Iowa Colony
Production Report

AUGUST 2025 PUMPAGE X 1,000 GALS									
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	Total	Capacity	Bought	From	Sold To
1	949	0	36	34	1,019	37.9%	155	BFB3	BC87
2	1,252	0	352	237	1,841	68.5%	155	BFB3	BC87
3	624	0	70	119	813	30.3%	155	BFB3	BC87
4	1,119	34	222	206	1,581	58.8%	153	BFB3	BC87
5	1,061	0	288	133	1,482	55.2%	130	BFB3	BC87
6	924	0	173	165	1,262	47.0%	90	BFB3	BC87
7	867	0	164	214	1,245	46.3%	195	BFB3	BC87
8	1,029	0	299	141	1,469	54.7%	125	BFB3	BC87
9	664	0	84	256	1,004	37.4%	125	BFB3	BC87
10	1,551	0	188	376	2,115	78.7%	125	BFB3	BC87
11	1,237	0	359	140	1,736	64.6%	121	BFB3	BC87
12	990	0	304	56	1,350	50.2%	151	BFB3	BC87
13	1,338	40	370	113	1,861	69.3%	149	BFB3	BC87
14	1,006	0	240	243	1,489	55.4%	138	BFB3	BC87
15	1,083	0	385	135	1,603	59.7%	88	BFB3	BC87
16	1,130	0	179	259	1,568	58.4%	88	BFB3	BC87
17	1,403	0	358	309	2,070	77.0%	88	BFB3	BC87
18	1,087	41	137	455	1,720	64.0%	88	BFB3	BC87
19	1,072	0	239	198	1,509	56.2%	188	BFB3	BC87
20	925	0	191	143	1,259	46.9%	169	BFB3	BC87
21	932	0	116	162	1,210	45.0%	235	BFB3	BC87
22	576	0	74	89	739	27.5%	220	BFB3	BC87
23	698	0	251	187	1,136	42.3%	220	BFB3	BC87
24	1,291	0	275	372	1,938	72.1%	220	BFB3	BC87
25	732	0	270	257	1,259	46.9%	113	BFB3	BC87
26	1,268	39	121	236	1,664	61.9%	104	BFB3	BC87
27	985	0	285	114	1,384	51.5%	105	BFB3	BC87
28	854	0	216	241	1,311	48.8%	164	BFB3	BC87
29	1,133	0	199	272	1,604	59.7%	134	BFB3	BC87
30	1,050	0	302	294	1,646	61.3%	134	BFB3	BC87
31	833	0	315	171	1,319	49.1%	134	BFB3	BC87
TOTAL:	**31,663**	**154**	**7,062**	**6,327**	**45,206**		**4,459**		**0**

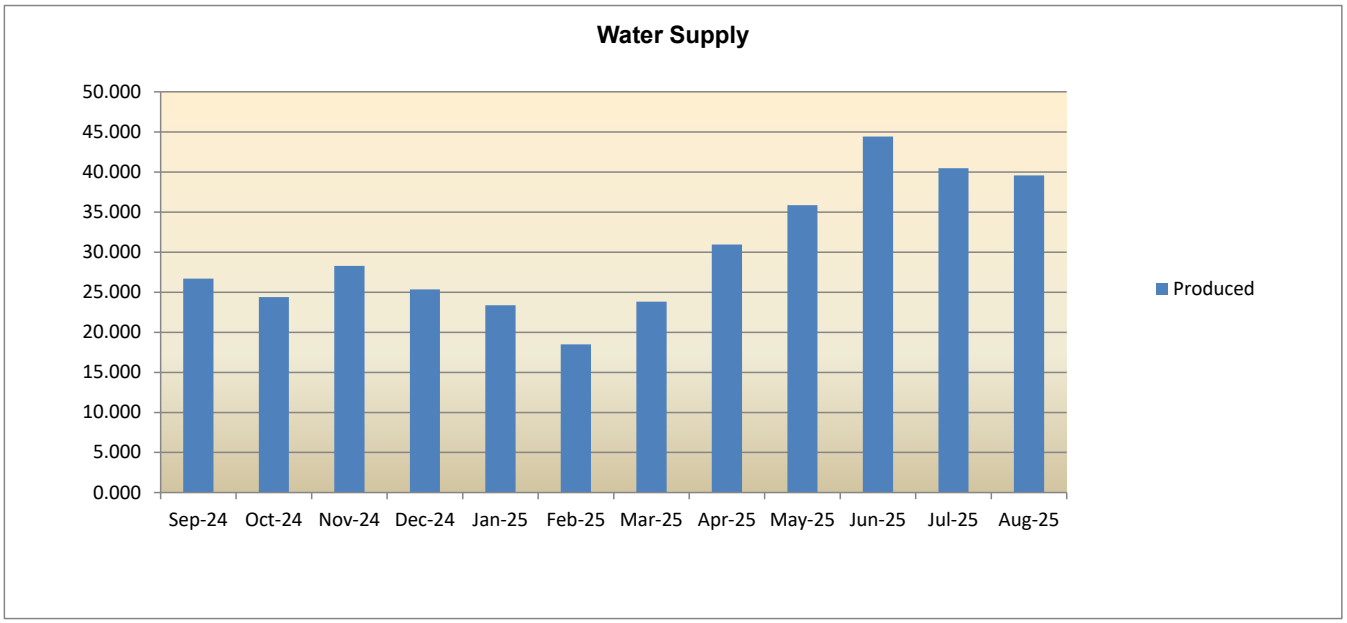
BC31 PERMIT	PERMIT TERM 2/1/25 - 1/31/26	GALLONS PUMPED	PERMIT USED	MONTHS AVAIL	MONTHS PROJ
325,000	**x 1,000 gallons**	191,826	59%	0	8
BC53 PERMIT	**PERMIT TERM 11/1/24 - 10/31/25**	**GALLONS PUMPED**	**PERMIT USED**	**MONTHS AVAIL**	**MONTHS PROJ**
210,000	**x 1,000 gallons**	173,723	83%	2	2

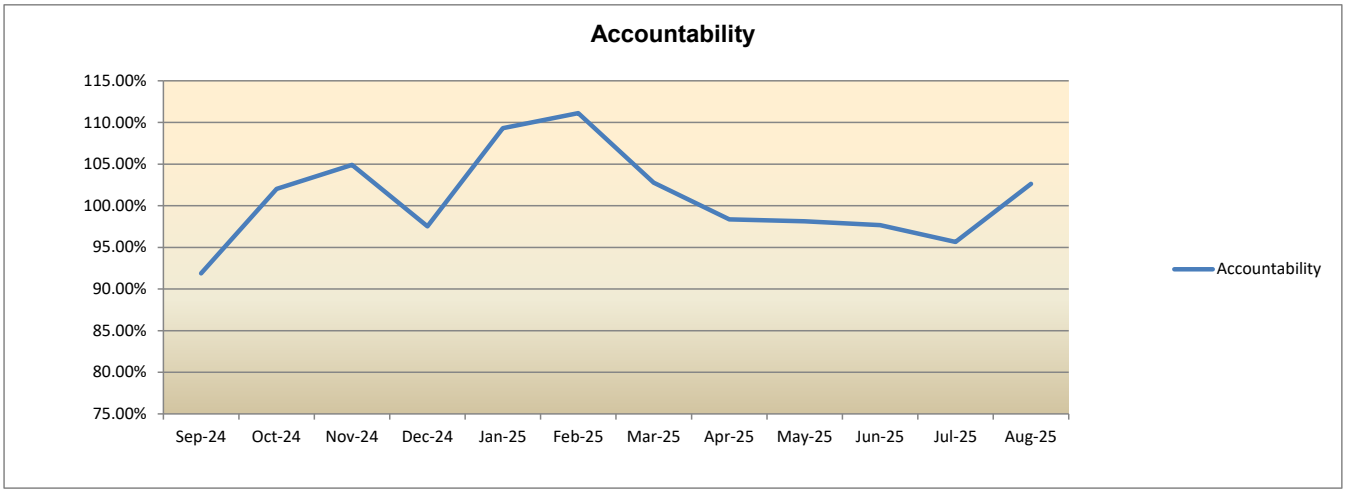
WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	5/2/25	1275	1,836
BC31 2	5/2/25	624	851
BC53 1	6/18/25	546	786
BC53 2	6/18/25	608	876
TOTAL			**2,687**



City of Iowa Colony
Accountability Report

Billing Period	Produced	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
08/09/24 - 09/09/24	26.704	0.000	26.704	16.939	0.220	0.000	91.88%	96.14%
09/10/24 - 10/07/24	24.399	0.000	24.399	16.249	0.221	0.000	102.02%	97.37%
10/08/24 - 11/07/24	28.274	0.000	28.274	28.731	0.930	0.000	104.91%	99.59%
11/08/24 - 12/13/24	25.346	0.000	25.346	24.342	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	23.375	25.499	0.054	0.000	109.32%	103.44%
01/11/25 - 02/07/25	18.476	0.000	18.476	20.269	0.261	0.000	111.12%	105.72%
02/08/25 - 03/11/25	23.825	0.000	23.825	24.223	0.259	0.000	102.76%	105.18%
03/12/25 - 04/09/25	30.932	0.000	30.932	30.115	0.306	0.000	98.35%	105.39%
04/10/25 - 05/09/25	35.850	3.063	38.913	37.958	0.229	0.000	98.13%	102.59%
05/10/25 - 06/09/25	44.430	3.265	47.695	46.345	0.244	0.000	97.68%	99.23%
06/10/25 - 07/09/25	40.466	4.040	44.506	42.442	0.131	0.000	95.66%	97.46%
07/10/25 - 08/07/25	39.579	4.459	44.038	45.027	0.172	0.000	102.64%	98.53%





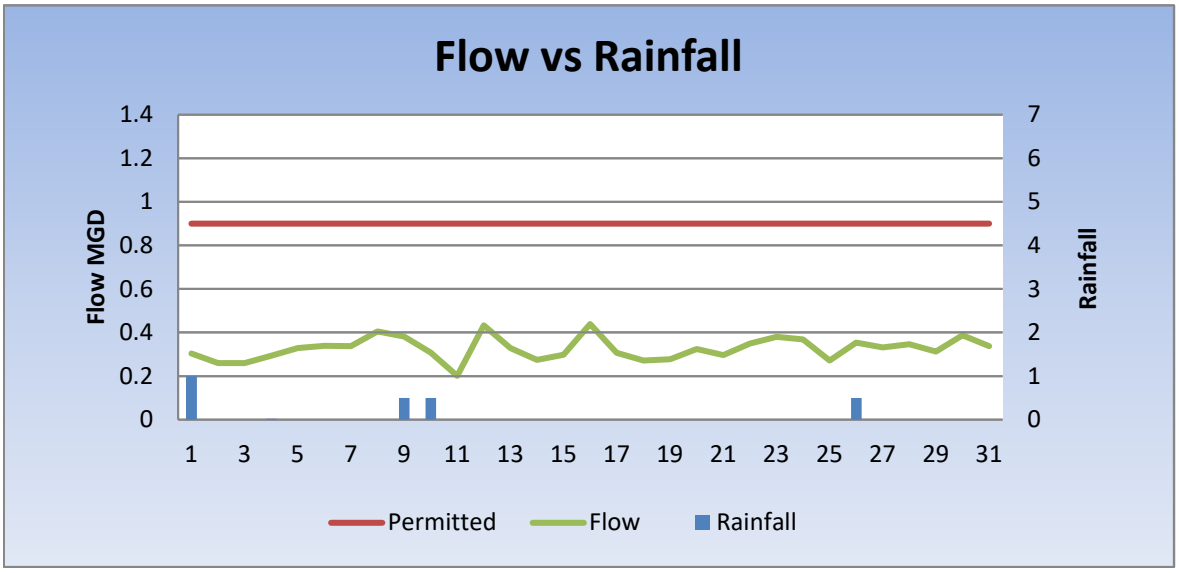
Wastewater Treatment Plant #1
BC31 Plant

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

Design: 0.900 MGD
Utilized 57.3%

PARAMETER		UNITS	PERMIT LIMITS	Jul-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.9	0
pH:	Min	S.U.	6.0	7.1	0
pH:	Max	S.U.	9.0	7.4	0
Total Suspended Solids:	Avg	lbs / day	113.0	12.8	0
Total Suspended Solids:	Avg	mg / l	15.0	3.0	0
Total Suspended Solids:	Max	mg / l	40.0	6.0	0
Ammonia:	Avg	lbs / day	23.0	0.9	0
Ammonia:	Avg	mg / l	3.0	0.2	0
Ammonia:	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.52	0
2-Hour Peak Flow:	Max	gpm	3.60	0.77	0
Chlorine:	Min	mg / l	1.0	1.2	0
Chlorine:	Max	mg / l	4.0	2.2	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	75.0	13.2	0
CBOD:	Avg	mg / l	10.0	3.1	0
CBOD:	Max	mg / l	25.0	4.3	0

Permit Excursions:	0	Sanitary Sewer Overflows:	1
Rainfall:	2.52	SSO Gallons:	8000



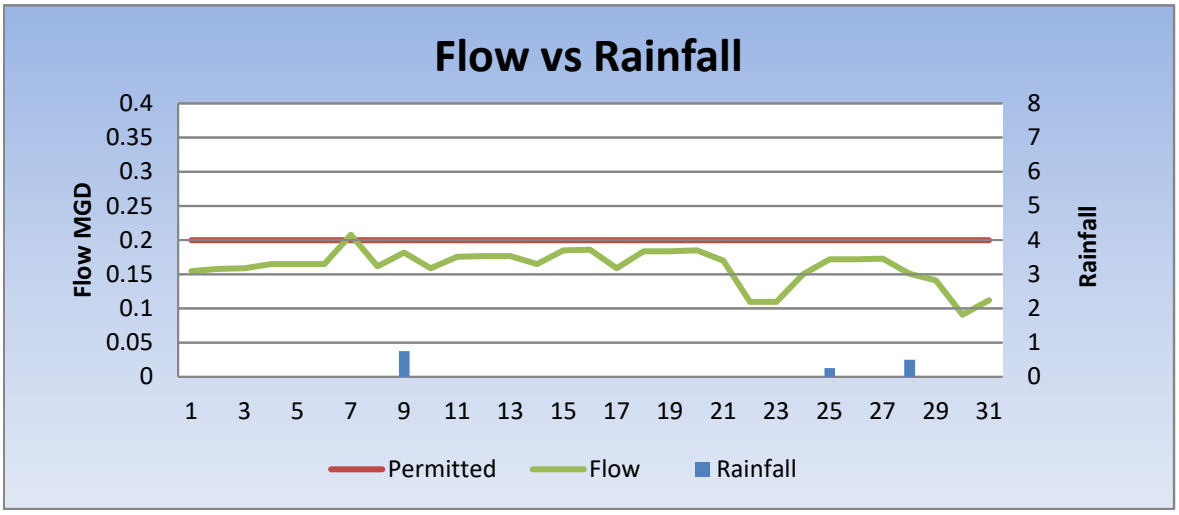
Wastewater Treatment Plant #2
BC53 Plant

Permit # 15714-001
Expires: 7/30/2024

Design: 0.200 MGD
Utilized 15.0%

PARAMETER		UNITS	PERMIT LIMITS	Jul-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.82	0
pH:	Min	S.U.	6.0	7.17	0
pH:	Max	S.U.	9.0	7.50	0
Total Suspended Solids:	Avg	lbs / day	25.0	1.40	0
Total Suspended Solids:	Avg	mg / l	15.0	5.50	0
Total Suspended Solids:	Max	mg / l	60.0	19.40	0
Ammonia:	Avg	lbs / day	5.0	0.13	0
Ammonia:	Avg	mg / l	3.0	0.52	0
Ammonia:	Max	mg / l	15.0	0.80	0
Flow:	Avg	M.G.D.	0.200	0.030	0
2-Hour Peak Flow:	Max	gpm	0.800	0.044	0
Chlorine:	Min	mg / l	1.0	1.01	0
Chlorine:	Max	mg / l	4.0	4.00	0
E.coli:	Avg	CFU/100ml	126.0	1.0	0
E.coli:	Max	CFU/100ml	399.0	1.0	0
CBOD:	Avg	lbs / day	17.0	0.70	0
CBOD:	Avg	mg / l	10.0	2.80	0
CBOD:	Max	mg / l	35.0	4.20	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	0.6	SSO Gallons:	0



City of Iowa Colony
Customer Billing Report

	August 11, 2025	July 11, 2025	June 11, 2025
Beginning Date	7/26/2025	6/27/2025	5/28/2025
Closing Date	8/27/2025	7/25/2025	6/26/2025

Collected Amount

Penalty	$ 14,024.80	$ 16,640.16	$ 11,533.29
Water	$ 191,548.65	$ 218,711.64	$ 153,399.23
Sewer	$ 106,172.59	$ 100,621.39	$ 102,412.13
Garbage Tax	$ 8,939.65	$ 7,449.64	$ 7,565.45
Garbage Collection Fees	$ 107,834.17	$ 88,541.11	$ 90,217.28
Franchise	$ 14,792.83	$ 16,047.82	$ 13,110.32
Voluntary Fire	$ 8,318.11	$ 8,128.76	$ 7,946.24
Grease Trap	$ 1,608.00	$ 2,010.00	$ 2,060.73
Deposit	$ 13,075.00	$ 8,615.00	$ 10,335.00
Transfer Fee	$ 5,025.00	$ 4,130.17	$ 4,349.69
Miscellaneous	$ 13,747.93	$ 11,599.29	$ 11,647.76
TOTAL COLLECTED	**$ 485,086.73**	**$ 482,494.98**	**$ 414,577.12**
OVERPAYMENT	**$ 34,095.68**	**$ 31,906.21**	**$ 11,948.11**
TOTAL COLLECTED	**$ 519,182.41**	**$ 514,401.19**	**$ 426,525.23**

Billed Amounts

Water	$ 221,943.83	$ 216,019.16	$ 222,810.08
Sewer	$ 108,369.99	$ 107,423.46	$ 106,140.87
Garbage Tax	$ 9,667.56	$ 9,212.74	$ 7,560.46
Garbage	$ 116,764.80	$ 111,407.35	$ 91,507.43
Franchise Fee	$ 16,514.41	$ 15,804.89	$ 16,300.00
Voluntary Fire	$ 23,538.00	$ 11,622.00	$ 11,481.00
Grease Trap	$ 2,144.00	$ 2,144.00	$ 2,278.00
Deposit	$ 10,650.00	$ 11,825.00	$ 12,150.00
Transfer Fee	$ 4,675.00	$ 4,500.00	$ 5,160.00
Miscellaneous	$ 8,066.66	$ 4,022.47	$ 10,822.95
TOTAL BILLED	**$ 522,334.25**	**$ 493,981.07**	**$ 486,210.79**

Aged Receivables

30 Days Arrears	$ 77,561.70	$ 89,933.44	$ 95,391.02
60 Days Arrears	$ 30,026.94	$ 28,367.06	$ 27,232.75
90 Days Arrears	$ 13,362.70	$ 12,572.47	$ 11,316.58
Over 120 Days Arrears	$ 41,098.19	$ 36,981.19	$ 31,459.41
Previous Month Overpymt	$ (28,632.43)	$ (25,428.91)	$ (15,502.22)
Total Aged Receivables	$ 133,417.10	$ 142,425.25	$ 149,897.54
Current Month Overpymt	$ (25,153.35)	$ (21,643.52)	$ (21,302.94)
TOTAL LESS OVERPYMT	$ 108,263.75	$ 120,781.73	$ 128,594.60
TOTAL RECEIVABLES	**$ 630,598.00**	**$ 614,762.80**	**$ 614,805.39**

Deposit Liabilities	**$ 411,820.00**	**$ 408,120.00**	**$ 405,645.00**
Average Usage For Meters	6,661	6,451	7,152

City Of Iowa Colony
Connection Report

	August 11, 2025				
	B031	**B032**	**B053**	**B087**	**B092**
Occupied Single Family	1940	681	1244	155	0
Vacant Single Family	29	9	15	6	0
Multi-Family	0	1	0	0	0
Commercial	7	11	4	1	0
Builder	186	33	40	7	26
Irrigation	36	37	21	4	0
Rental Meters	13	0	0	0	0
District Meters	3	0	0	0	0
TOTAL CONNECTIONS	**2214**	**772**	**1324**	**173**	**26**
COIC GRAND TOTAL CONNECTION		**4509**			

NOTICE OF PUBLIC HEARING ON TAX INCREASE

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	$0.481863 per $100
VOTER-APPROVAL TAX RATE	$0.690089 per $100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for CITY OF IOWA COLONY from the same properties in both the 2024 tax year and the 2025 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 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2025 AT 7:00PM AT the Iowa Colony City Hall Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583.

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

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Nikki Brooks, Council Member	Marquette Green-Scott, Mayor Pro Tem
	Wil Kennedy, Mayor	Timothy Varlack, Council Member
	Kareem Boyce, Council Member	Sydney Hargroder, Council Member
AGAINST the proposal:	None	
PRESENT and not voting:	None	
ABSENT:	Arnetta Hicks-Murray, Council Member	

Visit 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.

	2024	2025	Change
Total tax rate (per $100 of value)	$0.519209	$0.519209	increase of 0.000000 per $100, or 0.00%
Average homestead taxable value	$327,504	$326,856	decrease of -0.20%
Tax on average homestead	$1,700.43	$1,697.07	decrease of -3.36, or -0.20%
Total tax levy on all properties	$3,382,547	$4,258,057	increase of 875,510, or 25.88%

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

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

Public Hearing., **September 15, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on September 15, 2025**, in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, to consider annexing the following property:

> A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

All interested persons may be heard concerning this matter. 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 the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, MAKING FINDINGS OF FACT; ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE

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

SECTION 1. The City Council of Iowa Colony, Texas, ("the City") makes the following findings of fact:

a. In compliance with section 102.002 of the Texas Local Government Code, the City Manager of the City prepared a proposed budget for the City for the fiscal year beginning **October 1, 2025**.

b. The City Manager filed that proposed budget with the City Secretary at least thirty-one days before this ordinance is being passed and at least sixteen days before the City Council held a public hearing on the budget, all in compliance with Chapter 102 of the Texas Local Government Code. The budget was available for inspection by any person and was posted on the City's internet website, all in compliance with Chapter 102 of the Texas Local Government Code.

c. Public notice of the date, time, and place of the hearing on the budget to be conducted by the City Council was published in The Alvin Sun, a newspaper of general circulation in the City and in Brazoria County, the county in which the City is located, not earlier than the thirtieth nor later than the tenth day before the date of the hearing, in compliance with Chapter 102 of the Texas Local Government Code.

d. Notice of the public hearing and each City Council meeting concerning any action on the budget was posted at the City Hall of the City and on the City's internet website, all at least seventy-two hours before that meeting or hearing, as applicable, in compliance with the Texas Open Meetings Act.

e. This ordinance is being passed after the public hearing held on the budget in compliance with Chapter 102 of the Texas Local Government Code.

f. All procedures, prerequisites, and requirements of law concerning this ordinance and the budget herein have been satisfied.

SECTION 2. Adoption of Budget

The City Council of the City of Iowa Colony, Texas, hereby adopts the attached budget for the City for the fiscal year that begins **October 1, 2025**. The City Council hereby finds that any changes from the budget originally proposed by the City Manager to the budget adopted by this ordinance are warranted by the law and are in the best interest of the City's taxpayers.

SECTION 3. Severance Clause

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 adoption.

READ, PASSED, AND ADOPTED ON SEPTEMBER 15, 2025.

_____

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

ATTACHMENT:

BUDGET

WITH STATUTORY COVER PAGE

CITY OF IOWA COLONY

Fiscal Year 2025 -2026
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $875,510 which is a 28.88 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $ 683,373.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2025 -2026	2024-2025
Property Tax Rate:	$0.519209/100	$0.519209/100
No-New-Revenue Tax Rate:	$0.481863/100	$0.474894/100
No-New-Revenue Maintenance & Operations Tax Rate:	$0.301863/100	$0.259457/100
Voter-Approval Tax Rate:	$0.690089/100	$0.751967/100
Debt Rate:	$0.173951/100	$0.259752/100

Total debt obligation for CITY OF IOWA COLONY secured by property taxes: $1,650,176

FY 2025-2026



CITY OF IOWA COLONY

FY 2025-2026 PROPOSED BUDGET

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CITY OF IOWA COLONY

Fiscal Year 2025-2026

Budget Cover Page

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CITY OF IOWA COLONY

ADOPTED BUDGET

Fiscal Year 2025 – 2026

Adopted September 15, 2025

CITY OF IOWA COLONY

Fiscal Year 2025-2026 PROPOSED BUDGET
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To: Mayor and City Council
From: Natasha Brooks, Interim City Manager
Date: September 15, 2025

Subject: Fiscal Year 2025-26 Proposed Budget and Tax Rate

I am pleased to present the Proposed Budget and Tax Rate for Fiscal Year 2025–2026. This budget represents more than figures on a page, it outlines a strategic plan to meet current needs while building a strong foundation for Iowa Colony's future. Guided by the priorities of the City Council and informed by the expectations of our residents, this proposal reflects months of careful analysis, planning, and commitment to responsible governance.

The proposed budget takes a balanced and forward-thinking approach, aligning anticipated revenues with meaningful investments in infrastructure, public services, and community priorities. The proposed property tax rate of $0.519209 per $100 of appraised valuation remains unchanged from the previous year. It includes $0.173951 allocated for debt service and $0.345258 for maintenance and operations. Based on this rate, we anticipate generating approximately $1.8 million in property tax and related revenue, after accounting for the City's rebate to MUD 31, MUD 92 and our participation in the TIRZ. Total projected revenue stands at approximately $13.5 million, a 40.8% increase over the prior year budget, driven by new development, updated franchise agreements, and the establishment of the City's Utility Enterprise Fund and City's Utility Debt Funded Capital Projects Fund.

This budget is the result of a remarkable team effort. Every department approached this process with purpose and vision, eager to collaborate and committed to delivering thoughtful, sustainable solutions for a city in motion. Their work reflects not only operational excellence but also a deep understanding of what matters most to our community.

What we have created together is a blueprint for continued growth with a focus on fiscal transparency, service innovation, and responsiveness to our residents. In the pages that follow, you'll see how we're investing in the people, places, and priorities that define Iowa Colony, from improved communication and community spaces to technology upgrades and expanded services. This is a budget rooted in action, guided by principle, and inspired by possibility.

We're not just planning for the future, we're building it, together. And as always, we remain committed to the promise of making Iowa Colony truly "A City Above the Rest."

To support this vision, the following priorities, shaped by City Council direction and resident input, serve as the foundation of this year's proposed budget. Each reflects our commitment to

community, quality of life, and responsible governance, and they represent the areas where strategic investment will have the greatest impact in the year ahead:

- **Sustainable Growth**
  As Iowa Colony grows, so does the need for thoughtful development that supports a strong sense of place. This budget prioritizes investments in parks, public spaces, and neighborhood infrastructure to ensure that growth enhances the daily experience of our residents and maintains the character of our community.
- **Empowering Residents through Transparent Communication**
  Investments in the City's communications capacity will improve how we engage and inform our residents. Through expanded digital outreach, timely updates, and in-person dialogue, we are strengthening trust and ensuring residents have a voice in their local government.
- **Expanding Access to Services and Public Information**
  Enhanced technology and process improvements will provide easier access to city services, records, and updates. These efforts reflect our commitment to openness, convenience, and responsiveness in all areas of community interaction.
- **Creating Safe, Connected Neighborhoods**
  Strategic enhancements to public infrastructure, including lighting, sidewalks, and traffic controls are designed to improve neighborhood safety and connectivity. These investments not only support walkability and stronger ties across the community but also reflect a broader commitment to public safety and shared spaces. As part of this effort, the City will expand education and outreach on scooter and bicycle safety to promote responsible riding, reduce accidents, and encourage respectful, shared use of public areas.
- **Investing in Community Spaces that Bring People Together**
  The proposed budget includes resources to enhance parks and public gathering spaces to better support family-friendly events such as Fourth Fest, the Festival of Lights, and MLK Day celebrations. These improvements are intended to bring the community together, foster meaningful connections among residents, and create welcoming spaces where families can celebrate, reflect, and enjoy shared experiences throughout the year.
- **Workforce Investment and Retention**
  A high-performing city relies on a stable, motivated, and well-compensated workforce. This budget prioritizes targeted pay adjustments, competitive benefits, and professional development opportunities to attract and retain top-tier talent across all departments. By fostering a culture of excellence, we aim to reduce turnover and ensure consistent, high-quality service delivery. The proposed budget is carefully structured to reflect the full scope of anticipated staffing and service needs for the year, minimizing the need for midyear position changes and supporting a more transparent, predictable financial plan.

It remains a privilege to serve alongside our exceptional team here in Iowa Colony. I look forward to bringing this budget to life and continuing the momentum that defines our vision of being "A City Above the Rest."

Core Values and Governance Philosophy

Our plan is grounded in the following values, which guide every decision and interaction:

- **Integrity and Transparency**: Decision-making rooted in honesty, fiscal responsibility, and openness.
- **Leadership and Communication**: Engaging leadership that listens first, leads by example, and respects diverse perspectives.
- **Professionalism and Respect**: A commitment to civility, mutual respect, and cooperative problem-solving.
- **Service Excellence**: Prioritizing the needs of citizens through responsive, high-quality services and ongoing staff development.

Implementation and Accountability

We are committed to a clear and accountable implementation process:

- Assigned Facilitators: Designated staff lead each strategic focus area.
- Defined Timelines: Action steps and milestones developed in partnership with Executive Staff.
- Routine Monitoring: Regular progress updates shared with the City Manager.
- Annual Council Report: Public-facing status report delivered each fiscal year.

Strategic Goals and Priorities

Prepared from the Council/Staff Strategic Planning Retreat, facilitated by Ron Cox Consulting

Vision Statement

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

This vision serves as a guiding beacon for the city's governance, growth, and community development. It reflects a commitment to excellence, inclusivity, innovation, and public engagement.

Mission Statement

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

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

Strategic Focus Areas and Corresponding Goals

Empowered & Inclusive Community

The city's primary objective is to foster a more cohesive, informed, and engaged community. Iowa Colony intends to:

Goals:

- Upgrade the City website to improve usability and provide a more user-friendly experience for residents.
- Host city-wide events, town halls, and informal sessions (e.g., coffee chats) to bring citizens and leadership together.
- Maximize the use of existing public facilities and enhance community spaces (e.g., irrigation and amenities for ballfields).
- Improve the efficiency of public meetings.

Sustainable Economic Development

Recognizing the need for diversified revenue and local business growth, Iowa Colony is focused on:

Goals:

- Transitioning from rebate-based to incentive-based economic development models.
- Supporting interlocal cooperation, annexation strategies
- Facilitate the formation of an Economic Development Council.
- Increasing city services and commercial development to improve the local tax base.

Future-Ready Infrastructure & Mobility

We will invest in strategic infrastructure and sustainable mobility options to support connectivity, safety, and long-term resilience.

Goals:

- Encourage a “15-Minute City” concept, ensuring access to essentials within walking or biking distance.
- Upgrade roads, drainage systems, broadband access, and city utilities.
- Promote multimodal transportation networks with pedestrian and bike-friendly design.
- Prepare infrastructure to accommodate AMI meters and smart traffic signals.
- Incorporate climate resilience into all infrastructure planning and maintenance.

Transparent & Responsive Government

Build trust with residents by creating a culture of openness, responsiveness, and integrity in all city functions.

Goals:

- Develop a comprehensive communication plan including multimedia content, social media engagement, and targeted messaging through QR codes and billboards.
- Conduct regular community and business surveys to drive decision-making.
- Strengthen Council/staff dynamics through governance training and collaborative planning.

Organizational Excellence & Workforce Capacity

As our city grows, so must our capacity to serve it. We are committed to building an agile, forward-thinking organization.

Goals:

- Creating a staffing growth plan and hiring critical leadership positions (e.g., Assistant City Manager).
- Establishing a Human Resources function to manage recruitment, onboarding, and professional development.
- Create a professional development pipeline for all staff and implement Council orientation programs.
- Modernize internal systems and technology infrastructure for scalability and efficiency.
- Reviewing and updating outdated policies and ordinances through a structured ad hoc review board.
- Pursuing grants and interlocal partnerships to support service delivery and operational expansion.

A Promise to Our Residents

As Iowa Colony continues to grow, we remain grounded in the values that make our community unique neighborliness, pride, and a shared vision for the future. This Strategic Plan is more than just a roadmap; it is a reflection of our collective commitment to build a city that works for everyone. From expanding city services and creating vibrant community spaces to strengthening communication and fostering thoughtful economic development, every goal outlined here is rooted in our desire to preserve what we love about Iowa Colony while preparing for what lies ahead. We are investing not just in infrastructure and technology, but in people, our families, our neighborhoods, and our future generations. Together, with transparency, trust, and teamwork, we will uphold our motto and ensure that Iowa Colony truly remains *"A City Above the Rest."*

Community Profile

The City of Iowa Colony, located in northern Brazoria County, is one of the fastest-growing communities in the Houston metropolitan area. Situated just 22 miles south of downtown Houston along State Highway 288, the City offers residents the rare combination of a small-town atmosphere with direct access to one of the largest and most dynamic economies in the United States. Iowa Colony's location provides easy access to the Texas Medical Center, Houston's central business district, and major employment corridors, making it an attractive home base for professionals, families, and businesses alike.

Founded in 1908 by the Immigration Land Company of Des Moines, Iowa, the community began as an agricultural settlement established by G.I. Hoffmann and Robert Beard. For decades, growth was modest, with the town maintaining a rural character even after incorporation in 1972. The late 20th century saw incremental change, but it was not until the early 2010s that Iowa Colony began its transformation. The construction of master-planned communities along the SH-288 corridor such as Sterling Lakes, Sierra Vista, and Meridiana, marked a turning point, ushering in sustained residential and commercial investment.

The pace of growth in recent years has been remarkable. According to U.S. Census estimates, Iowa Colony's population surged from 8,579 in 2020 to 14,823 in 2023, a rate that far outpaces both the county and state averages. New housing starts, coupled with rising household incomes and continued annexations, have fueled a dynamic shift in the city's demographics and economy. Today, Iowa Colony is characterized by diverse, family-oriented neighborhoods; high owner-occupancy rates; and an engaged citizenry with a median age of about 34 years.

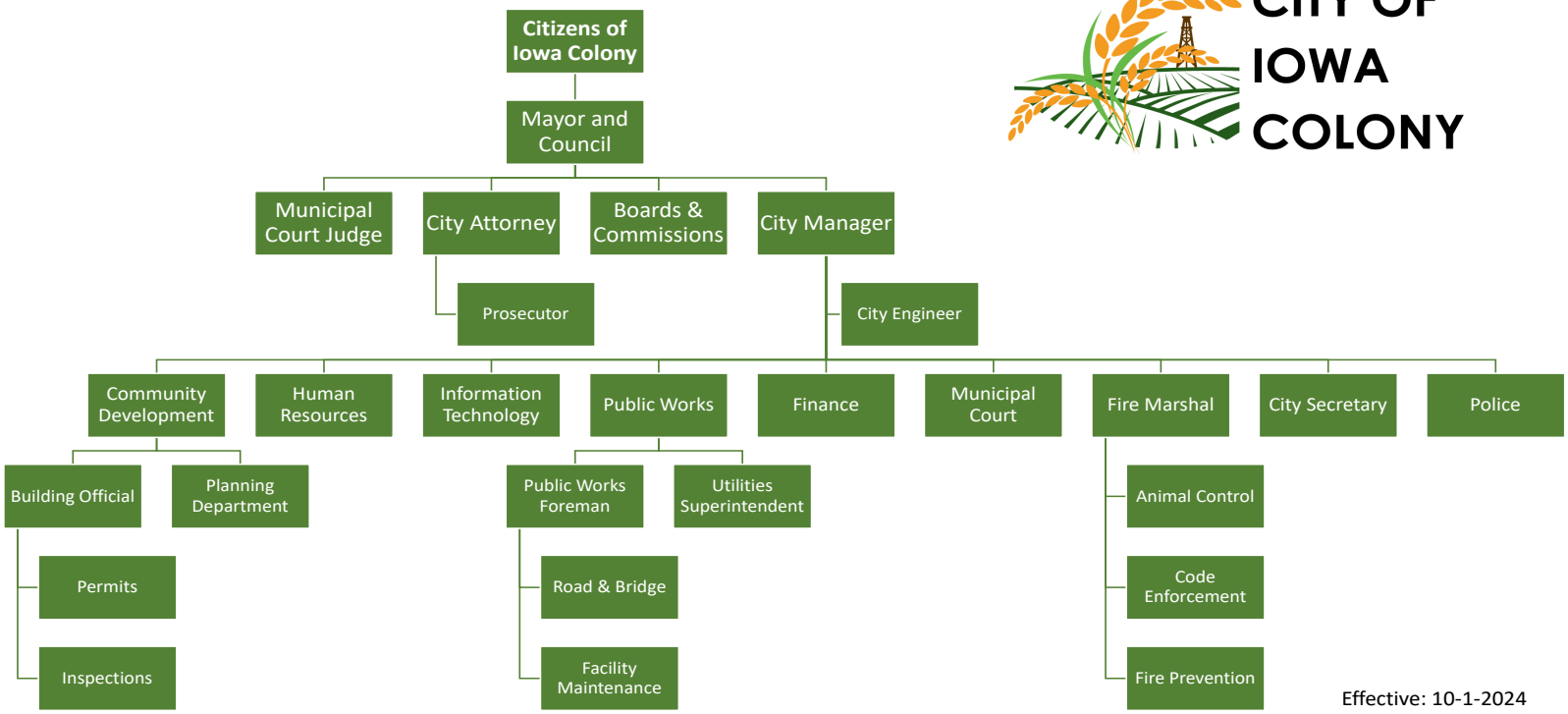
Economic indicators reflect the community's prosperity and potential. The median household income is approximately $126,000, with a median home value around $356,000. Many residents are employed in health care, education, and finance, with a significant number commuting to regional job centers. At the same time, commercial development is gaining momentum locally, with retail, dining, and professional services following the wave of new rooftops. These trends are reinforced by continued investments in education, most notably the opening of Iowa Colony High School in 2022, which has quickly become a hub for community pride and youth achievement.

Iowa Colony's quality of life is supported by a growing network of parks, public spaces, and community events. The City works closely with Alvin Independent School District, developers, and civic organizations to ensure that infrastructure, amenities, and services keep pace with growth. The SH-288 corridor, enhanced by recent transportation improvements, provides the backbone for future mobility, economic expansion, and regional connectivity.

Looking ahead, Iowa Colony's trajectory is one of strategic, intentional growth. Over the next five years, the City plans to manage development through thoughtful land use and infrastructure planning, integrate utility systems for long-term resilience, and diversify the tax base with targeted commercial recruitment. These efforts will be paired with expanded

community facilities, upgraded public spaces, and policies designed to maintain fiscal stability while enhancing the City's distinctive character. In every initiative, Iowa Colony's leadership remains committed to preserving the neighborly spirit that has defined the community for more than a century, while embracing the opportunities that come with being one of the region's most promising cities.

Organizational Structure



CITY OF IOWA COLONY

Effective: 10-1-2024

Mayor and Council



Top Row (L to R):

Nikki Brooks	Council Position 1
Arnetta Hicks-Murray	Council Position 2
Kareem Boyce	Council District B
Timothy Varlack	Council District A

Seated Row (L to R):

Marquette Greene-Scott	Mayor Pro Tem; Council Position 3
Wil Kennedy	Mayor
Sydney Hargroder	Council District C

Budget Process & Calendar

The City of Iowa Colony follows a structured and transparent budget process each fiscal year to ensure resources are aligned with community priorities, strategic goals, and statutory requirements. The process begins each spring with a budget kickoff meeting in early April, where staff review the upcoming fiscal year's objectives, timelines, and expectations. In May, the City Council holds an initial budget workshop to receive an overview of the process, while the City Manager meets individually with department heads to review the current year's estimates and discuss requests for the upcoming year. During this time, the Police Department presents its proposed budget to the Crime Control and Prevention District (CCPD) Board, which schedules and notices its public hearing in accordance with state law.
Through June and July, Council and CCPD workshops focus on identifying priorities, refining estimates, and ensuring alignment between service needs and financial capacity. Public hearing notices are published in advance to allow residents an opportunity to participate. In August, the City Manager presents the proposed City budget to Council, files it with the City Secretary, and the Council adopts a proposed tax rate (also known as the not-to-exceed rate). Public hearings for both the budget and tax rate are held in September, after which Council adopts the budget and tax rate in a special meeting before the start of the new fiscal year on October 1. This process ensures compliance with the Texas Local Government Code, promotes public engagement, and provides a clear framework for decision-making.

FY 2025–2026 Budget Calendar – Key Dates

Date	Time	Description
April 2	3:30 PM	Budget kickoff staff meeting to discuss FY 2025–2026 budget process
May 12	6:00 PM	Budget Workshop – Initial overview
May 12–23	TBD	City Manager meets with department heads for budget review
May 20	7:00 PM	CCPD meeting – PD presents proposed CCPD budget; board schedules public hearing
June 1	-	Notice for CCPD public hearing runs in newspaper
June 9	6:00 PM	Budget Workshop – Priorities
June 17	7:00 PM	CCPD public hearing and budget adoption
July 14	6:00 PM	City Council Budget Workshop – Initial estimates; call for CCPD public hearing
July 27	-	Notice for Council public hearing on CCPD budget runs in newspaper
August 11	7:00 PM	City Manager presents proposed budget; Council adopts proposed tax rate; CCPD budget hearing

Iowa Colony
FY25-26 PROPOSED BUDGET

Date	Time	Description
August 12	-	City Manager files proposed budget with City Secretary
August 24	-	Notice for Council public hearing on City budget runs in newspaper
September 8	7:00 PM	Public hearings on City budget
September 15	7:00 PM	Public hearings on City tax rate, City Council adopts FY 2025–2026 budget, tax rate, and ratification
October 1	-	FY 2025–2026 begins

Financial Policies

The City of Iowa Colony recognizes that strong, clearly defined financial policies are the foundation of sound fiscal management and long-term stability. As one of the fastest-growing cities in the Houston metropolitan area, Iowa Colony faces unique challenges and opportunities that require thoughtful, consistent, and transparent decision-making. Financial policies serve as both a guide and a safeguard, ensuring that budgetary choices align with community priorities, protect the City's financial health, and position it for sustainable growth.
While Iowa Colony already operates with several guiding policies in place, leadership acknowledges that a comprehensive financial policy framework is still in development. This proactive approach reflects the City's commitment to continuous improvement and compliance with Government Finance Officers Association (GFOA) best practices. By formalizing and expanding its policy set, the City will be better equipped to navigate growth, economic shifts, and unforeseen challenges, while maintaining the trust of residents and investors.

Key Policy Areas:

Reserve Policy
Maintain a minimum unrestricted fund balance equal to 25% of annual General Fund expenditures. This reserve ensures the City can respond to emergencies, revenue shortfalls, or unexpected expenses without compromising service delivery.

Debt Policy
Limit tax-supported debt to no more than 10% of assessed valuation, and ensure annual debt service does not exceed 20% of operating revenues. This policy protects against over-leveraging and preserves flexibility for future capital needs.

Capital Improvement Policy
Adopt a multi-year Capital Improvement Program (CIP) directly linked to strategic priorities. The CIP serves as a blueprint for infrastructure investment, helping to align funding sources, project timing, and community needs.

Investment Policy
Adhere to state law and prioritize safety, liquidity, and yield, in that order, when investing public funds. This conservative approach minimizes risk while ensuring that idle funds are productively managed.

Purchasing Policy
Establish clear procedures for procurement that promote transparency, fairness, and value for taxpayers. This policy will define competitive bidding thresholds, contract management standards, and ethical guidelines for staff and vendors.

Comprehensive Financial Policy
Develop an overarching policy document that integrates the City's reserve, debt, investment, purchasing, and capital planning policies. This consolidated approach will serve as the City's primary fiscal governance framework, updated annually to reflect evolving conditions.

In the coming fiscal year, the City will prioritize the adoption and formalization of its comprehensive financial policy, investment policy, and purchasing policy. These policies will be reviewed annually by the City Council to ensure they remain relevant, measurable, and aligned with both local priorities and nationally recognized best practices. By strengthening its policy framework now, Iowa Colony will be better positioned to manage growth responsibly, safeguard public resources, and sustain a high quality of life for its residents.

Year-Over-Year Budget Comparison: FY 2024–2025 to FY 2025–2026

The Fiscal Year 2025–2026 budget represents a purposeful step toward long-term sustainability, enhanced community resilience, and operational excellence as Iowa Colony continues to experience unprecedented growth. With a rapidly expanding population and accelerating development activity, this year's financial plan is designed not only to address immediate service demands but also to reinforce the City's vision for a thriving, well-prepared future.

Strategic investments focus on **staffing and compensation**, including the recruitment of a City Manager and Human Resources Specialist, the implementation of market-aligned salary adjustments, and the stabilization of staffing levels to ensure consistent, high-quality service delivery. In **water and infrastructure**, priorities include expanding system capacity, enhancing water quality through advanced filtration methods, integrating the water system for greater operational efficiency, and assessing internal capabilities for small-scale roadway projects.

Under **governance and efficiency**, the City will strengthen internal infrastructure capacity, reduce reliance on external disaster recovery resources, and advance key planning initiatives to improve readiness for future challenges. **Capital improvement and beautification projects** will deliver corridor enhancements, new amenities at Lion's Park, and upgraded public-facing facilities. A targeted **economic development strategy** will include issuing RFQs for development services, producing a City recruitment video, and implementing initiatives to attract and retain commercial investment. In **community engagement and facilities**, the City will broaden its calendar of public events, open the Government District to the public, and repurpose Old City Hall as a hub for local organizations.

Collectively, these priorities align fiscal resources with community needs, laying a solid foundation for responsible growth, stronger infrastructure, and a more connected, vibrant Iowa Colony.

Utility Fund Realignment

To improve transparency and strengthen long-term planning for water and wastewater services, all utility-related revenues and expenditures have been consolidated into a newly established **Utility Enterprise Fund**. This structure enhances the accuracy of financial reporting and ensures that utility operations are fully supported by their respective revenue streams.

In addition, the City has created a **Utility Debt-Funded Capital Projects Fund** to track future utility-related debt obligations and associated expenditures. This initiative represents a significant step toward improved fiscal oversight and sustainable management of the City's utility infrastructure.

TIRZ & MUD Payment Allocations

The FY 2025–2026 budget separates all payments related to the **Tax Increment Reinvestment Zone (TIRZ)** and **Municipal Utility Districts (MUDs 31, 55, 87, and 92)** to improve transparency and provide a clearer picture of long-term financial obligations. Allocations are based on figures provided by Brazoria County and will enhance the accuracy of monthly financial reporting.

Summary of MUD Agreement Terms:

- **MUD 31:** Receives 70% of ad valorem tax collections based on the Maintenance & Operations (M&O) rate only.
    - Projected year of completion- 2040- "the tax sharing payments shall begin on the ad valorem property taxes received by the City from Annexation Area for tax year 2020, which will be billed to taxpayers in approximately October 2020." "The tax sharing payments shall continue for 20 years, totaling 40 semiannual payments, subject to the terms of this agreement."
- **MUD 55:** Receives 70% of both M&O and Interest & Sinking (I&S) collections, plus 90% of sales tax revenue generated within the district.
    - Projected year of completion- December 31, 2050
- **MUD 92:** Receives 100% of M&O collections, with a step-down feature that gradually reduces payments over time.
    - Projected year of completion- 2038
- **MUD 87:** No current rebate agreement in place.

Full-Year Budget Planning for Transparency

This budget reflects the City's commitment to full-year financial planning by incorporating all anticipated staffing and operational needs at the start of the fiscal year. This proactive approach eliminates the need for fragmented midyear adjustments, giving the City Council a complete view of the total financial impact and supporting more strategic, long-term decision-making.

Debt Service & Tax Rate Rebalancing

Under the current tax rate, the City generates approximately $2,000,000 in **Interest & Sinking (I&S)** revenue, though only $800,000 is required to meet existing debt obligations. This imbalance creates a shortfall in the **Maintenance & Operations (M&O)** General Fund, limiting available resources for essential services.

Looking ahead, the City anticipates issuing approximately $1.1 million in new debt to fund the construction of a water treatment facility. In consultation with the City's financial advisor, the Interest & Sinking (I&S) rate is proposed to be set at $0.173951, which is projected to generate roughly $1.65 million in annual revenue. This amount includes maintaining sufficient debt reserves, made possible by the absence of any new debt issuance in FY 2025. These reserves, combined with the adjusted I&S rate, will allow the City to meet both current and planned debt obligations while avoiding undue reliance on the General Fund, thereby preserving operational flexibility and long-term fiscal stability.

Long-Term Strategy: All water and sewer-related debt will ultimately be transitioned to the **Utility Enterprise Fund**, ensuring these obligations are fully supported by utility revenues. This shift will improve alignment between funding sources and expenditures while maintaining the City's overall tax rate at its current level.

Contingency Planning & Reserve Policy

The FY 2025–2026 budget includes a **$400,000 contingency** to address unforeseen City-related emergencies. To further strengthen fiscal resilience, it is recommended that the City adopt a **Comprehensive Financial Policy** establishing clear reserve requirements and fund balance targets. A formal policy will provide a framework for prudent financial management, ensuring the City can respond effectively to emergencies while maintaining service stability.

Financial Overview

BUDGETED PERSONNEL BY DIVISION (FTE)					
GENERAL FUND	**FY21-22**	**FY22-23**	**FY23-24**	**FY24-25**	**FY25-26**
Admin	**2**	**3**	**4**	**6**	**6**
Admin Assistant/Receptionist	0	0	0	1	1
City Attorney	0	1	1	1	1
City Manager	1	1	1	1	1
City Secretary	1	1	1	1	1
IT Systems Manager	0	0	1	1	1
Sr. HR Generalist	0	0	0	1	1
Code/Animal	**1**	**1**	**1**	**1**	**2**
Animal Control Officer	0	0	1	1	1
Code Compliance Officer	1	1	0	0	1
Comm Dev	**1**	**1**	**1**	**3**	**3**
Permits Clerk	0	0	0	1	1
Permits Coordinator	1	1	1	1	1
Senior Planner	0	0	0	1	1
Finance	**1**	**1**	**2**	**3**	**3**
Accountant	0	0	1	2	2
Finance Director	0	0	0	0	1
Senior Accountant	1	1	1	1	0
FM/Bldg Official	**1**	**1**	**1**	**1**	**1**
FM/Bldg Official	1	1	1	1	1
Mun. Court	**2**	**2**	**2**	**3**	**3**
Court Administrator	1	1	1	1	1
Deputy Court Clerk	1	1	1	2	2
Police	**9**	**12**	**14**	**19**	**20**
Admin Sergeant	1	1	1	1	1
Investigator	1	2	1	2	2
Lead TCO	1	1	1	1	1
Lieutenant	0	0	0	1	1
Patrol Sergeant	1	1	2	2	2
Police Chief/Dir. Pub. Safety	1	1	1	1	1
Police Officer	4	6	8	8	8
TCO	0	0	0	3	4
Public Works	**2**	**2**	**4**	**5**	**5**
Maintenance Worker I	0	0	2	2	3
Public Works Crew Leader	1	1	1	1	0
Public Works Foreman	1	1	1	1	1
Public Works Superintendent	0	0	0	1	1
CCPD	**0**	**0**	**3**	**2**	**1**
TCO	0	0	3	2	1
COPS GRANT	**0**	**0**	**0**	**1**	**2**
Police Officer	0	0	0	1	2
Grand Total	**19**	**23**	**32**	**44**	**46**

Iowa Colony
FY25-26 PROPOSED BUDGET

REVENUE

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
General Fund (10)							
Revenue - General Fund Total	6,661,442	7,762,282	10,229,313	7,470,300	11,810,371	10,473,385	13,568,613
Business & Franchise	208,569	257,885	567,534	480,000	348,896	450,000	450,000
Fines & Forfeitures	255,178	370,553	391,548	338,700	393,237	467,000	465,700
Grant Income	-	1,284	250	-	325,985	325,985	300,000
Investment	-	3,765	95	-	-	-	-
License & Permits	2,707,251	2,392,454	3,852,111	2,968,500	4,504,874	3,958,200	4,603,000
Miscellaneous	324,733	690,789	688,016	439,300	170,825	216,500	687,500
Property Tax	2,618,015	3,415,730	3,900,838	2,518,800	5,389,506	4,150,500	5,857,213
Sales Tax	547,697	629,823	828,921	725,000	677,048	905,200	1,205,200
Retainer Fund (11)							
Revenue - Retainer Fund Total	-	-	55,659	-	54,353	60,000	60,000
Miscellaneous	-	-	55,659	-	54,353	60,000	60,000
Project Fund Series 2022 (12)							
Revenue - Project Fund Series 2022 Total	14,230,493	270,707	355,018	-	158,035	180,000	190,000
Bond Proceeds	14,230,493	-	-	-	-	-	-
Investment	-	204,631	-	-	-	-	-
Miscellaneous	-	66,076	355,018	-	158,035	180,000	190,000
Crime Control and Prevention District Fund (20)							
Revenue - CCPDistrict Fund Total	231,569	256,274	348,555	284,000	307,282	390,000	375,000
Miscellaneous	-	-	22,145	20,000	15,262	20,000	25,000
Sales Tax	231,569	256,274	326,410	264,000	292,020	370,000	350,000
Law Enforcement (21)							
Revenue - Law Enforcement Total	-	1,586	-	-	-	-	-
Fines & Forfeitures	-	1,586	-	-	-	-	-
Capital Improvements Plan Fund (Debt Service) (30)							
Revenue - CIP Fund (Debt Service) Total	140,640	1,476,126	-	-	1,165,705	-	1,650,177
Property Tax	140,463	1,476,126	-	-	1,165,705	-	1,650,177
Property Tax	177	-	-	-	-	-	-
Capital Improvements Plan Fund (Local) (35)							
Revenue - CIP Fund (Local) Total	166,924	240,179	91,250	-	16,820	16,820	318,000
Grant Income	-	107,103	91,250	-	16,820	16,820	318,000
Miscellaneous	166,924	83,076	-	-	-	-	-
Transfers	-	50,000	-	-	-	-	-
Public Safety Grants (36)							
Revenue - Public Safety Grants Total	12,273	34,864	21,405	-	3,036	4,000	125,000
Grant Income	12,273	34,864	21,405	-	3,036	4,000	125,000

Iowa Colony
FY25-26 PROPOSED BUDGET

REVENUE (CONT)

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
Parkland Fund (37)	-	-	-	-	243,164	255,000	255,000
Revenue - Parkland Fund Total	-	-	-	-	243,164	255,000	255,000
License & Permits	-	-	-	-	243,164	255,000	255,000
Court Technology Fund (40)							
Revenue - Court Technology Fund Total	7,722	10,478	9,068	-	8,641	9,500	10,000
Fines & Forfeitures	7,722	10,478	9,068	-	8,641	9,500	10,000
Court Security Fund (41)							
Revenue - Court Security Fund Total	9,401	12,817	11,102	-	10,694	12,000	12,000
Fines & Forfeitures	9,401	12,817	11,102	-	10,694	12,000	12,000
Vehicle Replacement Fund (50)							
Revenue - Vehicle Replacement Fund Total	70,000	77,000	128,901	-	11,648	13,000	268,000
Miscellaneous	-	-	16,901	-	11,648	13,000	13,000
Transfers	70,000	77,000	112,000	-	-	-	255,000
Utility Fund (60)							
Revenue - Utility Fund Total	-	-	801,649	2,940,000	2,696,452	4,106,878	7,961,200
Business & Franchise	-	-	131,559	2,940,000	259,685	857,856	4,050,000
License & Permits	-	-	106,442	-	499,127	665,503	625,000
Miscellaneous	-	-	563,648	-	1,937,640	2,583,520	3,286,200
Utility Debt Funded Capital Projects (61)							
Revenue - Utility Debt Funded Capital Projects Total	-	-	-	-	-	-	27,700,000
Utility CIP	-	-	-	-	-	-	100,000
Miscellaneous	-	-	-	-	-	-	27,600,000
ICDA General Operating Fund (70)							
Revenue - ICDA General Operating Fund Total	1,093,648	1,985,897	3,772,925	-	-	-	2,569,441
Miscellaneous	1,074,369	(1,474,890)	-	-	-	-	-
Property Tax	19,279	2,587,183	3,277,824	-	-	-	2,569,441
Sales Tax	-	-	-	-	-	-	-
Transfers	-	873,604	495,101	-	-	-	-
ICDA Capital Projects Fund (71)							
Revenue - ICDA Capital Projects Fund Total	4,931,444	7,817,157	-	-	-	-	-
Miscellaneous	4,931,444	7,817,157	-	-	-	-	-
ICDA Debt Service Fund (72)							
Revenue - ICDA Debt Service Fund Total	1,130,849	3,202,227	1,972,059	-	10,706,573	10,706,573	10,706,573
Miscellaneous	1,130,849	1,723,739	1,972,059	-	10,706,573	10,706,573	10,706,573
Transfers	-	1,478,488	-	-	-	-	-

Iowa Colony
FY25-26 PROPOSED BUDGET

EXPENSE

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
General Fund (10)							
Expense General Fund Total	4,997,431	7,665,431	8,162,735	7,151,740	9,148,645	11,951,559	13,568,613
Administration Total	**655,749**	**905,876**	**1,112,476**	**1,681,690**	**1,045,207**	**1,613,160**	**1,981,700**
Capital Outlay	-	-	-	-	5,277	6,000	6,500
Materials & Supplies	63,000	115,203	71,945	146,500	114,397	151,000	239,500
Personnel Services	291,919	435,827	647,066	989,190	533,870	805,660	1,041,700
Professional/Contract Services	257,342	297,690	348,660	452,000	290,241	502,000	532,500
Services	43,489	57,156	44,805	94,000	101,422	148,500	161,500
Animal Control Total	**74,146**	**81,868**	**91,343**	**158,880**	**82,437**	**135,600**	**189,300**
Materials & Supplies	5,980	6,274	6,823	10,900	5,254	10,000	10,200
Personnel Services	64,140	69,082	78,467	136,580	66,831	108,000	132,100
Professional/Contract Services	2,461	4,598	4,128	7,800	8,465	13,800	13,000
Services	1,565	1,916	1,925	3,600	1,886	3,800	34,000
Capital and Planning Projects	**182,565**	**43,662**	**1,618,361**	**-**	**1,081,165**	**1,550,000**	**711,132**
Capital Outlay	182,565	43,662	1,618,361	-	1,081,165	1,550,000	711,132
Community Development Total	**1,926,089**	**3,598,236**	**1,908,995**	**982,370**	**3,995,622**	**4,564,499**	**5,317,381**
Materials & Supplies	26,508	25,650	15,375	16,500	25,882	26,700	34,000
Personnel Services	61,225	64,117	69,498	265,570	53,620	81,560	266,000
Professional/Contract Services	681,043	1,003,918	1,684,236	664,000	969,881	1,510,000	1,002,000
Services	1,157,313	2,504,550	139,886	36,300	2,946,239	2,946,239	4,015,381
Emergency Management Total	**1,470**	**895**	**322,611**	**10,000**	**21,800**	**34,000**	**81,000**
Materials & Supplies	800	895	6,631	2,000	739	1,500	62,000
Professional/Contract Services	670	-	315,980	8,000	21,061	32,500	19,000
Finance Total	**135,403**	**135,978**	**216,337**	**366,990**	**220,614**	**124,140**	**530,500**
Materials & Supplies	29,307	11,871	13,724	32,200	19,942	30,550	32,500
Personnel Services	105,521	118,645	187,637	317,290	191,050	76,590	482,500
Professional/Contract Services	575	5,462	14,977	17,500	9,622	17,000	15,500
Fire Marshal/Building Official Total	**451,119**	**389,383**	**506,031**	**465,910**	**415,946**	**657,440**	**607,400**
Materials & Supplies	9,983	9,349	11,905	10,500	5,266	11,500	16,600
Personnel Services	118,677	129,100	138,001	145,610	103,592	160,440	168,300
Professional/Contract Services	320,938	249,515	354,535	308,000	305,377	482,500	407,500
Services	1,521	1,419	1,589	1,800	1,711	3,000	15,000
Municipal Court Total	**208,174**	**234,001**	**236,698**	**310,590**	**185,706**	**299,820**	**386,000**
Materials & Supplies	11,531	9,123	13,474	8,000	12,614	30,500	19,000
Personnel Services	130,894	141,666	144,734	199,390	112,188	171,820	263,000
Professional/Contract Services	65,749	83,213	78,490	103,200	60,904	97,500	104,000
Parks & Recreation Total	**118,248**	**190,120**	**187,903**	**218,500**	**196,550**	**264,000**	**230,000**
Materials & Supplies	52,848	123,113	69,841	93,500	38,044	64,000	100,000
Professional/Contract Services	65,400	67,008	118,062	125,000	158,506	200,000	130,000
Police Total	**1,041,492**	**1,368,838**	**1,540,733**	**2,275,730**	**1,431,690**	**2,063,760**	**2,609,200**
Materials & Supplies	105,671	84,156	131,795	133,600	152,247	203,200	202,700
Personnel Services	889,030	1,219,692	1,358,673	1,994,630	1,231,403	1,707,560	2,257,500
Professional/Contract Services	27,525	1,073	2,567	11,500	13,120	22,000	14,000
Services	19,266	63,916	47,698	136,000	34,920	131,000	135,000
Public Works Total	**202,977**	**666,573**	**421,249**	**681,080**	**471,910**	**645,140**	**925,000**
Materials & Supplies	54,136	78,358	45,669	80,500	51,656	81,500	94,000
Personnel Services	88,787	93,181	145,172	295,380	181,400	276,940	434,000
Professional/Contract Services	59,070	493,896	224,837	270,000	115,132	256,000	359,000
Services	984	1,137	5,571	35,200	123,722	30,700	38,000
Transfer Department Total	**-**	**50,000**	**-**	**-**	**-**	**-**	**-**
Debt Service	-	50,000	-	-	-	-	-

Iowa Colony
FY25-26 PROPOSED BUDGET

EXPENSE (cont)

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
Retainer Fund (11)							
Project Fund Series 2022 (12)							
Expense - Project Fund Series 2022 Total	1,890,930	10,335,771	3,151,054	-	3,544	6,200	6,200
Administration	**1,890,930**	**10,335,771**	**3,151,054**	**-**	**3,544**	**6,200**	**6,200**
Capital Outlay	-	22,000	462,441	-	-	-	-
Debt Service	230,493	-	-	-	-	-	-
Materials & Supplies	-	230,746	902,155	-	-	-	-
Professional/Contract Services	1,660,437	10,083,025	1,713,298	-	-	-	-
Services	-	-	73,161	-	3,544	6,200	6,200
Crime Control and Prevention District Fund (20)							
Expense - CCPD Fund Total	162,382	155,814	207,480	336,000	263,165	343,680	547,600
CCPD	**162,382**	**155,814**	**207,480**	**336,000**	**263,165**	**343,680**	**547,600**
Capital Outlay	139,531	76,090	70,011	50,000	46,221	15,000	150,000
Materials & Supplies	14,730	49,019	61,865	119,150	93,134	142,000	264,500
Personnel Services	2,427	2,414	45,345	132,850	95,939	144,680	83,500
Professional/Contract Services	5,694	28,291	30,259	34,000	27,871	42,000	49,600
Law Enforcement (21)							
Capital Improvements Plan Fund (Debt Service) (30)							
Expense CIP Fund (Debt Service) Total	98,970	986,367	1,589,660	989,700	989,630	1,009,360	1,650,177
Adminstration	**98,970**	**986,367**	**1,589,660**	**989,700**	**989,630**	**1,009,360**	**1,650,177**
Debt Service	98,970	986,367	1,589,660	989,700	989,630	1,009,360	1,650,177
Capital Improvements Plan Fund (Local) (35)							
Expense - CIP Fund (Local) Total	177,375	229,728	96,839	-	1,006,169	1,111,000	30,000
Administration	**177,375**	**229,728**	**96,839**	**-**	**1,006,169**	**1,111,000**	**30,000**
Professional/Contract Services	177,375	229,728	96,839	-	1,006,169	1,111,000	30,000
Public Safety Grants (36)							
Expense - Public Safety Grants Total	11,130	34,261	629	-	28,826	39,700	193,000
State & Federal Grants	**11,130**	**34,261**	**629**	**-**	**28,826**	**39,700**	**193,000**
Materials & Supplies	11,130	33,716	-	-	-	-	-
Personnel Services	-	-	-	-	28,777	39,400	192,000
Professional/Contract Services	-	545	629	-	49	300	1,000
Parkland Fund (37)							
Court Technology Fund (40)							
Expense - Court Technology Fund Total	6,751	-	159	-	-	-	5,000
Municipal Court	**6,751**	**-**	**159**	**-**	**-**	**-**	**5,000**
Materials & Supplies	6,751	-	159	-	-	-	5,000
Court Security Fund (41)							
Expense - Court Security Fund Total	183	-	73	-	-	-	5,000
Municipal Court	**183**	**-**	**73**	**-**	**-**	**-**	**5,000**
Materials & Supplies	183	-	73	-	-	-	5,000
Vehicle Replacement Fund (50)							
Expense - Vehicle Replacement Fund	-	40,378	200,851	-	132,626	85,000	100,000
Administration	**-**	**40,378**	**200,851**	**-**	**132,626**	**85,000**	**100,000**
Capital Outlay	-	40,378	200,851	-	132,626	85,000	100,000

Iowa Colony
FY25-26 PROPOSED BUDGET

EXPENSE (cont)

Utility Fund (60)							
Expense - Utility Fund Total	-	-	347,929	2,745,915	3,142,323	4,189,764	7,961,200
Utility Fund	**-**	**-**	**347,929**	**2,745,915**	**3,142,323**	**4,189,764**	**7,961,200**
Debt Service	-	-	-	-	-	-	1,000,000
Materials & Supplies	-	-	129,848	733,980	-	-	-
Professional/Contract Services	-	-	172,905	968,886	-	-	120,000
Services	-	-	45,176	1,043,049	3,142,323	4,189,764	6,841,200
Utility Debt Funded Capital Projects (61)	-	-	-	-	-	-	-
Expense - Utility Debt Funded Capital Projects Total	-	-	-	-	-	-	770,000
Administration	**-**	**-**	**-**	**-**	**-**	**-**	**770,000**
Debt Service	-	-	-	-	-	-	100,000
Professional/Contract Services	-	-	-	-	-	-	-
Transfers	-	-	-	-	-	-	670,000
ICDA General Operating Fund (70)							
Expense - ICDA General Operating Fund Total	482,490	2,799,963	3,055,603	-	2,725,326	2,736,648	1,833,609
Administration	**482,490**	**2,799,963**	**3,055,603**	**-**	**2,725,326**	**2,736,648**	**1,833,609**
Debt Service	-	1,478,488	1,869,693	-	2,709,222	2,709,222	1,798,609
Materials & Supplies	1,700	615	-	-	-	-	-
Professional/Contract Services	480,790	1,320,860	1,185,909	-	16,104	27,425	35,000
ICDA Capital Projects Fund (71)							
Expense - ICDA Capital Projects Fund Total	4,910,019	7,834,236	-	-	-	-	-
Administration	**4,910,019**	**7,834,236**	**-**	**-**	**-**	**-**	**-**
Debt Service	304,863	551,614	-	-	-	-	-
Professional/Contract Services	4,605,156	7,282,622	-	-	-	-	-
Transfers	-	-	-	-	-	-	-
ICDA Debt Service Fund (72)							
Expense - ICDA Debt Service Fund Total	1,021,634	2,357,142	2,358,434	-	10,142,911	10,142,911	10,142,911
Administration	**1,021,634**	**2,357,142**	**2,358,434**	**-**	**10,142,911**	**10,142,911**	**10,142,911**
Debt Service	1,025,934	1,477,920	1,840,476	-	10,132,020	10,132,020	10,132,020
Materials & Supplies	(4,300)	5,618	22,857	-	10,890	10,890	10,890
Transfers	-	873,604	495,101	-	-	-	-

Iowa Colony
FY25-26 PROPOSED BUDGET

REVENUE OVER EXPENSE SUMMARY

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
General Fund (10)							
Expense- GF Total	4,997,392	7,665,431	8,162,735	7,151,740	9,148,645	11,951,559	13,568,613
Revenue- GF Total	6,661,442	7,762,282	10,229,313	7,470,300	11,809,447	10,473,385	13,568,613
GF Rev over Exp	**1,664,050**	**96,851**	**2,066,578**	**318,560**	**2,660,802**	**(1,478,174)**	**0.00**
Retainer Fund (11)							
Expense	-	-	-	-	-	-	-
Revenue	-	-	55,659	-	54,353	60,000	(60,000)
Retainer Fund Rev over Exp	**-**	**-**	**55,659**	**-**	**54,353**	**60,000**	**(60,000)**
Project Fund Series 2022 (12)							
Expense	1,890,930	10,335,771	3,151,054	-	3,544	6,200	6,200
Revenue	14,230,493	270,707	355,018	-	158,035	180,000	190,000
PROJECT Fund Series 2022 Rev over Exp	**12,339,563**	**(10,065,064)**	**(2,796,036)**	**-**	**154,491**	**173,800**	**183,800**
Crime Control and Prevention District Fund (20)							
Expense	162,382	155,814	207,480	336,000	263,165	343,680	547,600
Revenue	231,569	256,274	348,555	284,000	307,282	390,000	375,000
Crime Control and Prevention District Rev over Exp	**69,187**	**100,460**	**141,075**	**(52,000)**	**44,117**	**46,320**	**(172,600)**
Law Enforcement (21)							
Expense	-	-	-	-	-	-	-
Revenue	-	1,586	-	-	-	-	-
Law Enforcement Rev over Exp	**-**	**1,586**	**-**	**-**	**-**	**-**	**-**
Capital Improvements Plan Fund (30- Debt Service)							
Expense	98,970	986,367	1,589,660	989,700	989,630	1,009,360	1,650,177
Revenue	140,640	1,476,126	-	-	1,165,705	-	1,650,177
Capital Improvements Plan (Debt Service) Rev over Exp	**41,670**	**489,759**	**(1,589,660)**	**(989,700)**	**176,075**	**(1,009,360)**	**0**
Capital Improvements Plan Fund (35- Local)							
Expense	177,375	229,728	96,839	-	1,006,169	1,111,000	30,000
Revenue	166,924	240,179	91,250	-	16,820	16,820	318,000
Capital Improvements Plan Fund (Local) Rev over Exp	**(10,451)**	**10,451**	**(5,589)**	**-**	**(989,349)**	**(1,094,180)**	**288,000**
Public Safety Grants (36)							
Expense	11,130	34,261	629	-	28,826	39,700	193,000
Revenue	12,273	34,864	21,405	-	3,036	4,000	125,000
Public Safety Grants Rev over Exp	**1,143**	**603**	**20,776**	**-**	**(25,790)**	**(35,700)**	**(68,000)**
Parkland Fund (37)							
Expense	-	-	-	-	-	-	-
Revenue	-	-	-	-	243,164	255,000	(255,000)
Parkland Fund Rev over Exp	**-**	**-**	**-**	**-**	**243,164**	**255,000**	**(255,000)**
Court Technology Fund (40)							
Expense	6,751	-	159	-	-	-	5,000
Revenue	7,722	10,478	9,068	-	8,641	9,500	10,000
Court Technology Fund Rev over Exp	**971**	**10,478**	**8,909**	**-**	**8,641**	**9,500**	**5,000**
Court Security Fund (41)							
Expense	183	-	73	-	-	-	5,000
Revenue	9,401	12,817	11,102	-	10,694	12,000	12,000
Court Security Fund Rev over Exp	**9,218**	**12,817**	**11,029**	**-**	**10,694**	**12,000**	**7,000**
Vehicle Replacement Fund (50)							
Expense	-	40,378	200,851	-	132,626	85,000	100,000
Revenue	70,000	77,000	128,901	-	11,648	13,000	268,000
Vehicle Replacement Rev over Exp	**70,000**	**36,622**	**(71,950)**	**-**	**(120,978)**	**(72,000)**	**168,000**
Utility Fund (60)							
Expense	-	-	347,929	2,745,915	3,142,323	4,189,764	7,961,200
Revenue	-	-	801,649	2,940,000	2,696,452	4,106,878	7,961,200
Utility Fund Rev over Exp	**-**	**-**	**453,720**	**194,085**	**(445,871)**	**(82,886)**	**-**
Utility Debt Funded Capital Projects (61)							
Expense	-	-	-	-	-	-	770,000
Revenue	-	-	-	-	-	-	28,600,000
Utility Debt Funded Capital Projects Rev over Exp	**-**	**-**	**-**	**-**	**-**	**-**	**27,830,000**
ICDA General Operating Fund (70)							
Expense	482,490	2,799,963	3,055,603	-	2,725,326	2,736,648	1,833,609
Revenue	1,093,648	1,985,897	3,772,925	-	-	-	2,569,441
ICDA General Operating Rev over Exp	**611,158**	**(814,066)**	**717,322**	**-**	**(2,725,326)**	**(2,736,648)**	**735,832**
ICDA Capital Projects Fund (71)							
Expense	4,910,019	7,834,236	-	-	-	-	-
Revenue	4,931,444	7,817,157	-	-	-	-	-
ICDA Capital Projects Rev over Exp	**21,425**	**(17,079)**	**-**	**-**	**-**	**-**	**-**
ICDA Debt Service Fund (72)							
Expense	1,021,634	2,357,142	2,358,434	-	10,142,911	10,142,911	10,142,911
Revenue	1,130,849	3,202,227	1,972,059	-	10,706,573	10,706,573	10,706,573
ICDA Debt Service Rev over Exp	**109,215**	**845,085**	**(386,375)**	**-**	**563,662**	**563,662**	**563,662**
Grand Total	42,445,661	55,586,683	36,968,348	21,917,655	54,737,165	55,242,166	66,694,674

Iowa Colony
FY25-26 PROPOSED BUDGET

BUDGET SUMMARY

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
General Fund (10)							
Expense- GF Total	4,997,431	7,665,431	8,162,735	7,151,740	9,148,645	11,951,559	13,568,613
Administration	**655,749**	**905,876**	**1,112,476**	**1,681,690**	**1,045,207**	**1,613,160**	**1,981,700**
Capital Outlay	-	-	-	-	5,277	6,000	6,500
Materials & Supplies	63,000	115,203	71,945	146,500	114,397	151,000	239,500
Personnel Services	291,919	435,827	647,066	989,190	533,870	805,660	1,041,700
Professional/Contract Services	257,342	297,690	348,660	452,000	290,241	502,000	532,500
Services	43,489	57,156	44,805	94,000	101,422	148,500	161,500
Animal Control	**74,146**	**81,868**	**91,343**	**158,880**	**82,437**	**135,600**	**189,300**
Materials & Supplies	5,980	6,274	6,823	10,900	5,254	10,000	10,200
Personnel Services	64,140	69,082	78,467	136,580	66,831	108,000	132,100
Professional/Contract Services	2,461	4,598	4,128	7,800	8,465	13,800	13,000
Services	1,565	1,916	1,925	3,600	1,886	3,800	34,000
Capital and Planning Projects	**182,565**	**43,662**	**1,618,361**	**-**	**1,081,165**	**1,550,000**	**711,132**
Capital Outlay	182,565	43,662	1,618,361	-	1,081,165	1,550,000	711,132
Community Development	**1,926,089**	**3,598,236**	**1,908,995**	**982,370**	**3,995,622**	**4,564,499**	**5,317,381**
Materials & Supplies	26,508	25,650	15,375	16,500	25,882	26,700	34,000
Personnel Services	61,225	64,117	69,498	265,570	53,620	81,560	266,000
Professional/Contract Services	681,043	1,003,918	1,684,236	664,000	969,881	1,510,000	1,002,000
Services	1,157,313	2,504,550	139,886	36,300	2,946,239	2,946,239	4,015,381
Emergency Management	**1,470**	**895**	**322,611**	**10,000**	**21,800**	**34,000**	**81,000**
Materials & Supplies	800	895	6,631	2,000	739	1,500	62,000
Professional/Contract Services	670	-	315,980	8,000	21,061	32,500	19,000
Finance	**135,403**	**135,978**	**216,337**	**366,990**	**220,614**	**124,140**	**530,500**
Materials & Supplies	29,307	11,871	13,724	32,200	19,942	30,550	32,500
Personnel Services	105,521	118,645	187,637	317,290	191,050	76,590	482,500
Professional/Contract Services	575	5,462	14,977	17,500	9,622	17,000	15,500
Fire Marshal/Building Official	451,119	389,383	506,031	465,910	415,946	657,440	607,400
Materials & Supplies	9,983	9,349	11,905	10,500	5,266	11,500	16,600
Personnel Services	118,677	129,100	138,001	145,610	103,592	160,440	168,300
Professional/Contract Services	320,938	249,515	354,535	308,000	305,377	482,500	407,500
Services	1,521	1,419	1,589	1,800	1,711	3,000	15,000
Municipal Court	**208,174**	**234,001**	**236,698**	**310,590**	**185,706**	**299,820**	**386,000**
Materials & Supplies	11,531	9,123	13,474	8,000	12,614	30,500	19,000
Personnel Services	130,894	141,666	144,734	199,390	112,188	171,820	263,000
Professional/Contract Services	65,749	83,213	78,490	103,200	60,904	97,500	104,000
Parks & Recreation	**118,248**	**190,120**	**187,903**	**218,500**	**196,550**	**264,000**	**230,000**
Materials & Supplies	52,848	123,113	69,841	93,500	38,044	64,000	100,000
Professional/Contract Services	65,400	67,008	118,062	125,000	158,506	200,000	130,000
Police	**1,041,492**	**1,368,838**	**1,540,733**	**2,275,730**	**1,431,690**	**2,063,760**	**2,609,200**
Materials & Supplies	105,671	84,156	131,795	133,600	152,247	203,200	202,700
Personnel Services	889,030	1,219,692	1,358,673	1,994,630	1,231,403	1,707,560	2,257,500
Professional/Contract Services	27,525	1,073	2,567	11,500	13,120	22,000	14,000
Services	19,266	63,916	47,698	136,000	34,920	131,000	135,000
Public Works	**202,977**	**666,573**	**421,249**	**681,080**	**471,910**	**645,140**	**925,000**
Materials & Supplies	54,136	78,358	45,669	80,500	51,656	81,500	94,000
Personnel Services	88,787	93,181	145,172	295,380	181,400	276,940	434,000
Professional/Contract Services	59,070	493,896	224,837	270,000	115,132	256,000	359,000
Services	984	1,137	5,571	35,200	123,722	30,700	38,000
Transfer Department	**-**	**50,000**	**-**	**-**	**-**	**-**	**-**
Debt Service	-	50,000	-	-	-	-	-
Revenue- GF Total	6,661,442	7,762,282	10,229,313	7,470,300	11,810,371	10,473,385	13,568,613
Business & Franchise	208,569	257,885	567,534	480,000	348,896	450,000	450,000
Fines & Forfeitures	255,178	370,553	391,548	338,700	393,237	467,000	465,700
Grant Income	-	1,284	250	-	325,985	325,985	300,000
Investment	-	3,765	95	-	-	-	-
License & Permits	2,707,251	2,392,454	3,852,111	2,968,500	4,504,874	3,958,200	4,603,000
Miscellaneous	324,733	690,789	688,016	439,300	170,825	216,500	687,500
Property Tax	2,618,015	3,415,730	3,900,838	2,518,800	5,389,506	4,150,500	5,857,213
Sales Tax	547,697	629,823	828,921	725,000	677,048	905,200	1,205,200

Iowa Colony
FY25-26 PROPOSED BUDGET

BUDGET SUMMARY (cont)

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
Retainer Fund (11)							
Revenue	-	-	55,659	-	54,353	60,000	60,000
Ames Blvd	**-**	**-**	**55,659**	**-**	**54,353**	**60,000**	**60,000**
Miscellaneous	-	-	55,659	-	54,353	60,000	60,000
Project Fund Series 2022 (12)							
Expense	1,890,930	10,335,771	3,151,054	-	3,544	6,200	6,200
Administration	**1,890,930**	**10,335,771**	**3,151,054**	**-**	**3,544**	**6,200**	**6,200**
Capital Outlay	-	22,000	462,441	-	-	-	-
Debt Service	230,493	-	-	-	-	-	-
Materials & Supplies	-	230,746	902,155	-	-	-	-
Professional/Contract Services	1,660,437	10,083,025	1,713,298	-	-	-	-
Services	-	-	73,161	-	3,544	6,200	6,200
Revenue	14,230,493	270,707	355,018	-	158,035	180,000	190,000
Project Fund Series 2022	**14,230,493**	**270,707**	**355,018**	**-**	**158,035**	**180,000**	**190,000**
Bond Proceeds	14,230,493	-	-	-	-	-	-
Investment	-	204,631	-	-	-	-	-
Miscellaneous	-	66,076	355,018	-	158,035	180,000	190,000
Crime Control and Prevention District Fund (20)							
Expense	162,382	155,814	207,480	336,000	263,165	343,680	547,600
CCPD	**162,382**	**155,814**	**207,480**	**336,000**	**263,165**	**343,680**	**547,600**
Capital Outlay	139,531	76,090	70,011	50,000	46,221	15,000	150,000
Materials & Supplies	14,730	49,019	61,865	119,150	93,134	142,000	264,500
Personnel Services	2,427	2,414	45,345	132,850	95,939	144,680	83,500
Professional/Contract Services	5,694	28,291	30,259	34,000	27,871	42,000	49,600
Revenue	231,569	256,274	348,555	284,000	307,282	390,000	375,000
CCPD	**231,569**	**256,274**	**348,555**	**284,000**	**307,282**	**390,000**	**375,000**
Miscellaneous	-	-	22,145	20,000	15,262	20,000	25,000
Sales Tax	231,569	256,274	326,410	264,000	292,020	370,000	350,000
Law Enforcement (21)							
Revenue	-	1,586	-	-	-	-	-
Asset Forfeiture	**-**	**1,586**	**-**	**-**	**-**	**-**	**-**
Fines & Forfeitures	-	1,586	-	-	-	-	-
Capital Improvements Plan Fund (30- Debt Service)							
Expense	98,970	986,367	1,589,660	989,700	989,630	1,009,360	1,650,177
Adminstration	**98,970**	**986,367**	**1,589,660**	**989,700**	**989,630**	**1,009,360**	**1,650,177**
Debt Service	98,970	986,367	1,589,660	989,700	989,630	1,009,360	1,650,177
Revenue	140,640	1,476,126	-	-	-	-	1,705,010
Adminstration	**140,640**	**1,476,126**	**-**	**-**	**1,165,705**	**-**	**1,650,177**
Property Tax	140,463	1,476,126	-	-	1,165,705	-	1,650,177
Property Tax	177	-	-	-	-	-	-
Capital Improvements Plan Fund (35- Local)							
Expense	177,375	229,728	96,839	-	1,006,169	1,111,000	30,000
Administration	**177,375**	**229,728**	**96,839**	**-**	**1,006,169**	**1,111,000**	**30,000**
Professional/Contract Services	177,375	229,728	96,839	-	1,006,169	1,111,000	30,000
Revenue	166,924	240,179	91,250	-	16,820	16,820	318,000
Capital Improvements Plan Fund (Local)	**166,924**	**240,179**	**91,250**	**-**	**16,820**	**16,820**	**318,000**
Grant Income	-	107,103	91,250	-	16,820	16,820	318,000
Miscellaneous	166,924	83,076	-	-	-	-	-
Transfers	-	50,000	-	-	-	-	-
Public Safety Grants (36)							
Expense	11,130	34,261	629	-	28,826	39,700	193,000
State & Federal Grants	**11,130**	**34,261**	**629**	**-**	**28,826**	**39,700**	**193,000**
Materials & Supplies	11,130	33,716	-	-	-	-	-
Personnel Services	-	-	-	-	28,777	39,400	192,000
Professional/Contract Services	-	545	629	-	49	300	1,000
Revenue	12,273	34,864	21,405	-	3,036	4,000	125,000
State & Federal Grants	**12,273**	**34,864**	**21,405**	**-**	**3,036**	**4,000**	**125,000**
Grant Income	12,273	34,864	21,405	-	3,036	4,000	125,000
Parkland Fund (37)							
Revenue	-	-	-	-	243,164	255,000	255,000
Parkland Fund	**-**	**-**	**-**	**-**	**243,164**	**255,000**	**255,000**
License & Permits	-	-	-	-	243,164	255,000	255,000

Iowa Colony
FY25-26 PROPOSED BUDGET

BUDGET SUMMARY (cont)

Fund/Account	FY 22-YTD	FY 23-YTD	FY 24-YTD	FY 25- Budget	2025- Year to Date	FY 2025-Projected	2026 - Proposed
Court Technology Fund (40)							
Expense	6,751	-	159	-	-	-	5,000
Municipal Court	**6,751**	-	**159**	-	-	-	**5,000**
Materials & Supplies	6,751	-	159	-	-	-	5,000
Revenue	7,722	10,478	9,068	-	8,641	9,500	10,000
Municipal Court	**7,722**	**10,478**	**9,068**	-	**8,641**	**9,500**	**10,000**
Fines & Forfeitures	7,722	10,478	9,068	-	8,641	9,500	10,000
Court Security Fund (41)							
Expense	183	-	73	-	-	-	5,000
Municipal Court	**183**	-	**73**	-	-	-	**5,000**
Materials & Supplies	183	-	73	-	-	-	5,000
Revenue	9,401	12,817	11,102	-	10,694	12,000	12,000
Municipal Court	**9,401**	**12,817**	**11,102**	-	**10,694**	**12,000**	**12,000**
Fines & Forfeitures	9,401	12,817	11,102	-	10,694	12,000	12,000
Vehicle Replacement Fund (50)							
Expense	-	40,378	200,851	-	132,626	85,000	100,000
Administration	-	**40,378**	**200,851**	-	**132,626**	**85,000**	**100,000**
Capital Outlay	-	40,378	200,851	-	132,626	85,000	100,000
Revenue	70,000	77,000	128,901	-	11,648	13,000	268,000
Vehicle Replacement Fund	**70,000**	**77,000**	**128,901**	-	**11,648**	**13,000**	**268,000**
Miscellaneous	-	-	16,901	-	11,648	13,000	13,000
Transfers	70,000	77,000	112,000	-	-	-	255,000
Utility Fund (60)							
Expense	-	-	347,929	2,745,915	3,142,323	4,189,764	6,961,200
Utility Fund	-	-	**347,929**	**2,745,915**	**3,142,323**	**4,189,764**	**7,961,200**
Materials & Supplies	-	-	129,848	733,980	-	-	-
Professional/Contract Services	-	-	172,905	968,886	-	-	120,000
Services	-	-	45,176	1,043,049	3,142,323	4,189,764	6,841,200
Revenue	-	-	801,649	2,940,000	2,696,452	4,106,878	7,961,200
Utility Fund	-	-	**801,649**	**2,940,000**	**2,696,452**	**4,106,878**	**7,961,200**
Business & Franchise	-	-	131,559	2,940,000	259,685	857,856	4,050,000
License & Permits	-	-	106,442	-	499,127	665,503	625,000
Miscellaneous	-	-	563,648	-	1,937,640	2,583,520	3,286,200
Utility Debt Funded Capital Projects (61)							
Expense	-	-	-	-	-	-	770,000
Administration							**770,000**
Debt Service							100,000
Professional/Contract Services							-
Transfers							670,000
Revenue	-	-	-	-	-	-	28,600,000
Utility CIP							1,000,000
Miscellaneous							27,600,000
ICDA General Operating Fund (70)							
Expense	482,490	2,799,963	3,055,603	-	2,725,326	2,736,648	1,833,609
Administration	**482,490**	**2,799,963**	**3,055,603**	-	**2,725,326**	**2,736,648**	**1,833,609**
Debt Service	-	1,478,488	1,869,693	-	2,709,222	2,709,222	1,798,609
Materials & Supplies	1,700	615	-	-	-	-	-
Professional/Contract Services	480,790	1,320,860	1,185,909	-	16,104	27,425	35,000
ICDA	-	-	-	-	-	-	
Sales Tax	-	-	-	-	-	-	
Revenue	1,093,648	1,112,293	3,277,824	-	-	-	2,569,441
ICDA	**1,093,648**	**1,985,897**	**3,772,925**	-	-	-	**2,569,441**
Miscellaneous	1,074,369	(1,474,890)	-	-	-	-	-
Property Tax	19,279	2,587,183	3,277,824	-	-	-	2,569,441
Transfers	-	-	-	-	-	-	-
ICDA Capital Projects Fund (71)							
Expense	4,910,019	7,834,236	-	-	-	-	-
Administration	**4,910,019**	**7,834,236**	-	-	-	-	-
Debt Service	304,863	551,614	-	-	-	-	-
Professional/Contract Services	4,605,156	7,282,622	-	-	-	-	-
Transfers	-	-	-	-	-	-	-
Revenue	4,931,444	7,817,157	-	-	-	-	-
ICDA CIP	**4,931,444**	**7,817,157**	-	-	-	-	-
Miscellaneous	4,931,444	7,817,157	-	-	-	-	-
ICDA Debt Service Fund (72)							
Expense	1,021,634	2,357,142	2,358,434	-	10,142,911	10,142,911	10,142,911
Administration	**1,021,634**	**2,357,142**	**2,358,434**	-	**10,142,911**	**10,142,911**	**10,142,911**
Debt Service	1,025,934	1,477,920	1,840,476	-	10,132,020	10,132,020	10,132,020
Materials & Supplies	(4,300)	5,618	22,857	-	10,890	10,890	10,890
Transfers	-	873,604	495,101	-	-	-	-
Revenue	1,130,849	3,202,227	1,972,059	-	10,706,573	10,706,573	10,706,573
ICDA Debt Service	**1,130,849**	**3,202,227**	**1,972,059**	-	**10,706,573**	**10,706,573**	**10,706,573**
Miscellaneous	1,130,849	1,723,739	1,972,059	-	10,706,573	10,706,573	10,706,573
Transfers	-	1,478,488	-	-	-	-	-

Iowa Colony
FY25-26 PROPOSED BUDGET

LEVY/MUD/TIRZ

		ESTIMATION AND DISTRIBUTION OF PROPERTY TAX ASSESSMENTS				
		Tax Year 2024/ Fiscal Year 2025 as of 7/15/2025	Tax Year 2025/ Fiscal Year 2026	Tax Year 2025/ Fiscal Year 2026	Tax Year 2025/ Fiscal Year 2026	Tax Year 2025/ Fiscal Year 2026
		Current Adopted Rate	Current Rate	Increase Over Current Rate $0.02	VAR	NNR
		0.519209	0.519209	0.539209	0.690089	0.481863
Values By District	**TAXABLE VALUE**	**1,269,609,653**	**1,443,520,670**	**1,443,520,670**	**1,443,520,670**	**1,443,520,670**
	Less TIRZ #2 Captured Values	**702,824,209**	**706,965,886**	**706,965,886**	**706,965,886**	**706,965,886**
	Less- MUD #31	**515,039,580**	**574,263,420**	**574,263,420**	**574,263,420**	**574,263,420**
	Less- MUD #87	**3,822,322**	**33,444,022**	**33,444,022**	**33,444,022**	**33,444,022**
	Less- MUD #92	**9,019,280**	**16,815,317**	**16,815,317**	**16,815,317**	**16,815,317**
	Total GF Taxable Values	**38,904,262**	**112,032,025**	**112,032,025**	**112,032,025**	**112,032,025**
	Collection Percentage	99.79%	100.00%	100.00%	100.00%	100.00%
Total Amount Due Based on Values	**LEVY**					
	General Fund Levy	**201,570**	**581,680**	**604,087**	**773,121**	**604,087**
	TIRZ Levy	**3,641,463**	**3,670,631**	**3,812,024**	**4,878,694**	**3,812,024**
	MUD #31 Levy	**2,668,516**	**2,981,627**	**3,096,480**	**3,962,929**	**3,096,480**
	MUD #87 Levy	**19,804**	**173,644**	**180,333**	**230,794**	**180,333**
	MUD #92 Levy	**46,731**	**87,307**	**90,670**	**116,041**	**90,670**
	Total Levy	**6,578,085**	**7,494,889**	**7,783,593**	**9,961,577**	**7,783,593**
Total Rebates Due	**COLLECTION DISTRIBUTIONS (REBATES)**					
	Rebate - TIRZ #2 Fund M&O	**1,276,469**	**1,708,599**	**1,807,575**	**2,554,244**	**1,807,575**
	Rebate - MUD #31 M&O	**935,414**	**1,387,883**	**1,468,280**	**2,074,794**	**1,468,280**
	Rebate - MUD #92 M&O	**23,401**	**58,056**	**61,419**	**86,790**	**61,419**
	Rebate - TIRZ #2 I&S	**1,277,920**	**860,842**	**860,842**	**860,842**	**860,842**
	Total Collection Distributions (REBATES)	**3,513,204**	**4,015,381**	**4,198,116**	**5,576,674**	**4,198,121**
Total Retained by City	**TOTAL RETAINED BY CITY**					
	General Fund M&O	**100,940**	**386,800**	**409,206**	**578,240**	**344,960**
	TIRZ #2 Fund M&O	**547,058**	**732,257**	**774,675**	**1,094,676**	**369,258**
	MUD #31 M&O	**400,892**	**594,807**	**629,263**	**889,198**	**299,946**
	MUD #87 M&O	**9,917**	**115,468**	**122,157**	**172,617**	**102,978**
	MUD #92 M&O	**-**	**-**	**-**	**-**	**(9,643)**
	General Fund I&S	**101,055**	**194,881**	**194,881**	**194,881**	**194,881**
	TIRZ #2 Fund I&S	**547,680**	**368,932**	**368,932**	**368,932**	**368,932**
	MUD #31 I&S	**1,337,826**	**998,937**	**998,937**	**998,937**	**998,937**
	MUD #87 I&S	**9,929**	**58,176**	**58,176**	**58,176**	**58,176**
	MUD #92 I&S	**23,428**	**29,250**	**29,250**	**29,250**	**29,250**
	Total Retained by City	**3,078,723**	**3,479,508**	**3,585,477**	**4,384,907**	**2,757,676**
	TAX RATE SUMMARY					
	General Fund Rate	**0.259457**	**0.345258**	**0.365258**	**0.516138**	**0.307912**
	Debt Service Rate	**0.259752**	**0.173951**	**0.173951**	**0.173951**	**0.173951**
	TOTAL	**0.519209**	**0.519209**	**0.539209**	**0.690089**	**0.481863**

Iowa Colony
FY25-26 PROPOSED BUDGET

SALES TAX HISTORY AND PROJECTIONS

Sales Tax Distribution Summary

Period	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
2013	3,457.69	16,487.94	3,514.49	4,792.33	12,272.09	5,183.29	8,740.19	5,014.02	4,988.02	4,066.43	6,877.94	4,498.52	79,892.95
Iowa Colony	2,437.84	11,449.08	2,471.18	3,317.70	8,724.58	3,554.98	6,055.63	3,084.33	3,012.95	2,569.56	4,407.08	3,027.26	54,112.17
Iowa Colony Crm Cont	1,019.85	5,038.86	1,043.31	1,474.63	3,547.51	1,628.31	2,684.56	1,929.69	1,975.07	1,496.87	2,470.86	1,471.26	25,780.78
2014	5,434.56	6,224.32	3,582.00	5,074.24	6,162.02	7,555.83	4,911.12	6,096.60	6,936.72	4,367.30	5,193.63	3,411.30	64,949.64
Iowa Colony	3,813.93	4,324.98	2,549.71	3,285.85	4,104.55	5,075.16	4,171.81	3,555.82	4,754.86	2,733.76	3,318.69	3,268.71	44,957.83
Iowa Colony Crm Cont	1,620.63	1,899.34	1,032.29	1,788.39	2,057.47	2,480.67	739.31	2,540.78	2,181.86	1,633.54	1,874.94	142.59	19,991.81
2015	4,021.94	4,846.36	2,527.63	2,658.69	4,094.12	3,582.14	4,044.56	9,452.63	4,734.62	5,714.41	7,262.60	6,876.00	59,815.70
Iowa Colony	3,768.52	4,837.85	2,524.84	2,658.04	4,094.12	3,582.14	4,044.56	9,452.63	4,734.62	5,714.41	7,262.60	6,876.00	59,550.33
Iowa Colony Crm Cont	253.42	8.51	2.79	0.65	-	-	-	-	-	-	-	-	265.37
2016	2,846.01	5,051.40	3,857.51	2,471.09	4,417.62	5,752.71	7,067.49	4,389.78	4,121.99	6,560.30	8,385.05	8,613.33	63,534.28
Iowa Colony	2,846.01	5,051.40	3,857.51	2,471.09	4,417.62	5,752.71	7,067.49	4,389.78	4,121.99	6,560.30	8,385.05	8,613.33	63,534.28
Iowa Colony Crm Cont	-	-	-	-	-	-	-	-	-	-	-	-	-
2017	7,377.17	7,108.46	3,516.53	5,071.95	7,618.75	8,603.18	9,031.47	10,030.48	10,596.89	7,083.33	11,644.02	9,859.39	97,541.62
Iowa Colony	7,377.17	7,108.46	3,516.53	5,071.95	7,618.75	8,603.18	9,031.47	10,030.48	10,596.89	7,083.33	11,644.02	9,859.39	97,541.62
2018	12,960.62	12,218.38	10,905.80	10,011.77	13,135.23	13,197.68	10,298.14	12,248.82	12,501.06	26,984.63	15,736.97	17,803.72	168,002.82
Iowa Colony	12,960.62	12,218.38	10,905.80	10,011.77	13,135.23	13,197.68	10,298.14	12,248.82	12,501.06	26,984.63	15,736.97	12,957.79	163,156.89
Iowa Colony Crime Cont										-	-	4,845.93	4,845.93
2019	18,821.29	20,930.92	17,029.41	16,647.04	23,753.37	24,421.88	26,618.27	26,418.98	25,635.73	28,890.93	29,423.34	32,415.67	291,006.83
Iowa Colony	12,807.52	14,173.49	12,028.22	11,665.34	16,502.88	17,521.34	18,388.67	18,220.78	18,054.02	20,321.61	20,570.85	23,313.59	203,568.31
Iowa Colony Crime Cont	6,013.77	6,757.43	5,001.19	4,981.70	7,250.49	6,900.54	8,229.60	8,198.20	7,581.71	8,569.32	8,852.49	9,102.08	87,438.52
2020	21,158.64	33,137.33	28,259.88	28,479.96	44,271.30	38,495.31	41,973.54	47,638.85	46,960.61	42,113.83	42,487.17	50,169.57	465,145.99
Iowa Colony	12,102.07	22,747.89	19,900.92	19,918.41	30,420.63	26,673.88	28,896.80	32,387.19	32,009.18	28,822.04	28,920.70	34,312.86	317,112.57
Iowa Colony Crime Cont	9,056.57	10,389.44	8,358.96	8,561.55	13,850.67	11,821.43	13,076.74	15,251.66	14,951.43	13,291.79	13,566.47	15,856.71	148,033.42
2021	55,329.08	62,361.11	43,839.55	37,205.95	67,709.09	57,803.61	53,096.27	66,965.96	61,582.04	71,140.53	66,678.24	82,724.93	726,436.36
Iowa Colony	38,472.01	43,156.82	30,532.50	25,795.54	46,309.78	40,470.50	37,256.74	47,278.59	43,362.72	49,241.07	46,432.78	57,231.88	505,540.93
Iowa Colony Crime Cont	16,857.07	19,204.29	13,307.05	11,410.41	21,399.31	17,333.11	15,839.53	19,687.37	18,219.32	21,899.46	20,245.46	25,493.05	220,895.43
2022	62,097.34	68,535.67	56,231.82	47,948.73	66,312.08	64,966.54	66,559.87	71,839.06	67,370.08	58,126.89	65,055.40	67,950.72	762,994.20
Iowa Colony	43,603.40	47,611.58	39,935.10	34,033.17	46,331.62	46,267.87	47,711.63	47,933.58	47,244.97	42,342.05	45,951.86	48,309.84	537,276.67
Iowa Colony Crime Cont	18,493.94	20,924.09	16,296.72	13,915.56	19,980.46	18,698.67	18,848.24	23,905.48	20,125.11	15,784.84	19,103.54	19,640.88	225,717.53
2023	69,725.67	87,327.83	63,806.45	64,535.36	77,597.37	71,197.91	74,117.39	71,418.92	84,035.56	74,851.72	74,033.77	81,878.23	894,526.18
Iowa Colony	48,619.66	61,245.60	44,928.39	45,583.38	54,502.20	49,927.63	51,304.43	51,161.82	63,129.78	53,222.95	52,389.55	57,280.15	633,295.54
Iowa Colony Crime Cont	21,106.01	26,082.23	18,878.06	18,951.98	23,095.17	21,270.28	22,812.96	20,257.10	20,905.78	21,628.77	21,644.22	24,598.08	261,230.64
2024	81,735.78	91,474.12	72,466.88	60,958.17	285,705.66	95,674.08	91,084.82	50,464.99	61,770.69	85,420.50	90,402.27	89,766.78	1,156,924.74
Iowa Colony	56,857.26	63,861.82	50,849.02	40,787.55	216,771.28	67,722.27	64,353.29	36,908.39	44,542.18	59,814.27	62,878.73	66,946.81	832,292.87
Iowa Colony Crime Cont	24,878.52	27,612.30	21,617.86	20,170.62	68,934.38	27,951.81	26,731.53	13,556.60	17,228.51	25,606.23	27,523.54	22,819.97	324,631.87
2025	86,844.13	429,313.58	71,508.99	80,671.05	97,983.78	108,611.77	108,683.72	107,017.90	63,006.10	-	-	-	1,153,641.02
Iowa Colony	60,649.52	289,634.68	47,594.32	61,236.93	69,283.97	77,333.64	76,035.98	73,843.00	45,433.02				801,045.06
Iowa Colony Crime Cont	26,194.61	139,678.90	23,914.67	19,434.12	28,699.81	31,278.13	32,647.74	33,174.90	17,573.08				352,595.96
Grand Total	**431,809.92**	**845,017.42**	**381,046.94**	**366,526.33**	**711,032.48**	**505,045.93**	**506,226.85**	**488,996.99**	**454,240.11**	**415,320.80**	**423,180.40**	**455,968.16**	**5,984,412.33**

Sales Tax Distribution Summary

Period	October	November	December	January	February	March	April	May	June	July	August	September	Grand Total
FY 20-21	46,960.61	42,113.83	42,487.17	55,329.08	62,361.11	43,839.55	37,205.95	67,709.09	57,803.61	53,096.27	66,965.96	61,582.04	637,454.27
Iowa Colony	32,009.18	28,822.04	28,920.70	38,472.01	43,156.82	30,532.50	25,795.54	46,309.78	40,470.50	37,256.74	47,278.59	43,362.72	442,387.12
Iowa Colony Crime Cont	14,951.43	13,291.79	13,566.47	16,857.07	19,204.29	13,307.05	11,410.41	21,399.31	17,333.11	15,839.53	19,687.37	18,219.32	195,067.15
FY 21-22	71,140.53	66,678.24	82,724.93	62,097.34	68,535.67	56,231.82	47,948.73	66,312.08	64,966.54	66,559.87	71,839.06	67,370.08	792,404.89
Iowa Colony	49,241.07	46,432.78	57,231.88	43,603.40	47,611.58	39,935.10	34,033.17	46,331.62	46,267.87	47,711.63	47,933.58	47,244.97	553,578.65
Iowa Colony Crime Cont	21,899.46	20,245.46	25,493.05	18,493.94	20,924.09	16,296.72	13,915.56	19,980.46	18,698.67	18,848.24	23,905.48	20,125.11	238,826.24
FY 22-23	58,126.89	65,055.40	67,950.72	69,725.67	87,327.83	63,806.45	64,535.36	77,597.37	71,197.91	74,117.39	71,418.92	84,035.56	854,895.47
Iowa Colony	42,342.05	45,951.86	48,309.84	48,619.66	61,245.60	44,928.39	45,583.38	54,502.20	49,927.63	51,304.43	51,161.82	63,129.78	607,006.64
Iowa Colony Crime Cont	15,784.84	19,103.54	19,640.88	21,106.01	26,082.23	18,878.06	18,951.98	23,095.17	21,270.28	22,812.96	20,257.10	20,905.78	247,888.83
FY 23-24	74,851.72	74,033.77	81,878.23	81,735.78	91,474.12	72,466.88	60,958.17	285,705.66	95,674.08	91,084.82	50,464.99	61,770.69	1,122,098.91
Iowa Colony	53,222.95	52,389.55	57,280.15	56,857.26	63,861.82	50,849.02	40,787.55	216,771.28	67,722.27	64,353.29	36,908.39	44,542.18	805,545.71
Iowa Colony Crime Cont	21,628.77	21,644.22	24,598.08	24,878.52	27,612.30	21,617.86	20,170.62	68,934.38	27,951.81	26,731.53	13,556.60	17,228.51	316,553.20
FY 24-25 (EST)	85,420.50	90,402.27	89,766.78	86,844.13	429,313.58	71,508.99	80,671.05	97,983.78	108,611.77	108,611.77	108,683.72	107,017.90	1,464,836.24
Iowa Colony	59,814.27	62,878.73	66,946.81	60,649.52	289,634.68	47,594.32	61,236.93	69,283.97	77,333.64	77,333.64	76,035.98	73,843.00	1,022,585.49
Iowa Colony Crime Cont	25,606.23	27,523.54	22,819.97	26,194.61	139,678.90	23,914.67	19,434.12	28,699.81	31,278.13	31,278.13	32,647.74	33,174.90	442,250.75
TIRZ 2 (MUD 55) 90%	-	-	-	-	-	-	-	-	-	-	-	-	-
FY 25-26 (BUDGET)	87,128.91	92,210.32	91,562.12	88,581.01	437,899.85	72,939.17	82,284.47	99,943.46	110,784.01	110,784.01	110,857.39	109,158.26	1,494,132.96
Iowa Colony	61,010.56	64,136.30	68,285.75	61,862.51	295,427.37	48,546.21	62,461.67	70,669.65	78,880.31	78,880.31	77,556.70	75,319.86	1,043,037.20
Iowa Colony Crime Cont	26,118.35	28,074.01	23,276.37	26,718.50	142,472.48	24,392.96	19,822.80	29,273.81	31,903.69	31,903.69	33,300.69	33,838.40	451,095.77
TIRZ 2 (MUD 55) 90%	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	**423,629.16**	**430,493.83**	**456,369.95**	**444,313.01**	**1,176,912.16**	**380,792.86**	**373,603.73**	**695,251.44**	**509,037.92**	**504,254.13**	**480,230.04**	**490,934.53**	**6,365,822.74**

Capital Improvement Program (CIP)

The City of Iowa Colony's Capital Improvement Program (CIP) is a rolling, multi-year roadmap that plans, funds, and delivers major infrastructure. It's updated annually to reflect growth trends, community priorities, and available financing. Projects are selected to maintain core services, unlock new development, and enhance quality of life, while staying fiscally disciplined.

Planning Horizon & Process

- Horizon: Five years, updated every budget cycle.
- Inputs: Comprehensive Plan, engineering studies (water, wastewater, drainage), development activity, condition assessments, and community feedback. (See the Water/Wastewater impact fee study materials and capital plans referenced by the City.
- Coordination: Public Works, Community Development, Finance, and external engineers coordinate schedules, grant windows, and construction sequencing. Periodic project updates are included in council packets.
- Financial discipline: Projects are staged to balance tax rate stability, utility rate affordability, and reserve targets. The City also leverages special districts and developer participation to minimize general-taxpayer burden. (Example: use of the Iowa Colony Development Authority within TIRZ #2.)

Prioritization Framework

1. Health & Safety / Regulatory compliance (water/wastewater capacity, drainage, mobility safety).
2. System capacity for growth (new connections, redundancy, level of service).
3. Asset condition & risk (streets, facilities, utilities with high failure risk).
4. External funding leverage (grants, developer cost sharing, TIRZ/ICDA).
5. Operating impact (projects that lower lifecycle cost or avoid future premium repairs).

Funding Toolbox

- ICDA/TIRZ Bonds: Council authorized the Iowa Colony Development Authority to issue up to $8,000,000(Series 2024) payable from Tri-Party Agreement/TIRZ revenues, explicitly not a general tax pledge, enabling infrastructure in the Zone with limited impact on the City's I&S rate.
- Certificates of Obligation (COs): Used where appropriate for land/facility acquisition and essential infrastructure. Example: 2020 notice of intent to issue COs for 47.46 acres adjoining City Hall.
- Revenue-backed utility financing: For water/wastewater plant and line work tied to system revenues and impact fees. (See water/wastewater impact fee study page.)

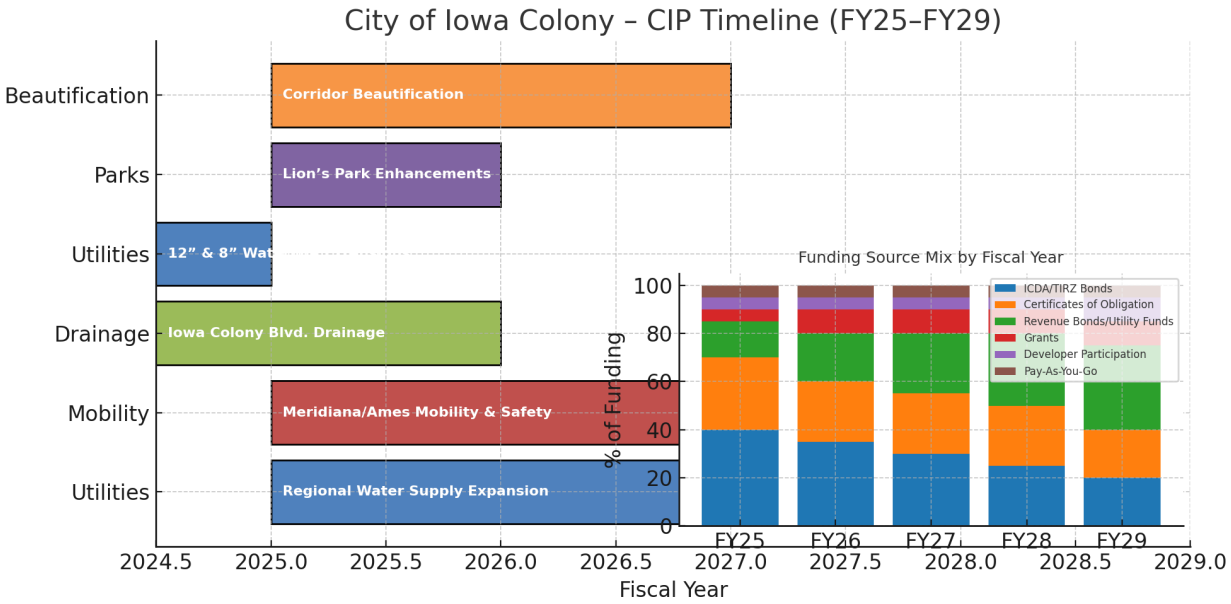
- Grants & State Programs: E.g., the City's Master Drainage Plan benefitted from Texas Water Development Board (TWDB) funding, an approach we'll continue to replicate where eligible.
- Developer participation / cost-sharing: Required improvements tied to plats and development agreements, plus off-site upsizing negotiated where feasible. See recent council materials capturing shared infrastructure concepts for the Coogan Tract.
- Pay-as-you-go: Targeted for design, smaller rehab, match dollars, and early right-of-way.

FY 2025–2026 Major Capital Projects (Updated)

- Water Projects
    - 1 MG Elevated Storage Tank and Water Plant (600 k for design in 2025-2026)
    - Waterline Extension (Various location) (Est. 2 mil in 2025-2026)
    - Westside Water Plant Improvements (Est 600k in design, 2025-2026).
- Wastewater Projects
    - NW WWTP Expansion
    - New 0.5 MGD SE WWTP

- 12" Waterline Extension (Iowa Colony Blvd.) + 8" Kelly Leigh Dr. (95% complete): Accelerated line work nearing completion (≈90% complete as of the latest council update), supporting near-term connectivity and fire flow.
- Iowa Colony Blvd. Drainage Project (95% complete): In construction (≈60% complete at last update), addressing localized flooding and conveyance constraints along a critical corridor.
- Roadway Rehabilitation Program (Citywide): Ongoing pavement and spot drainage rehab prioritized by condition/risk and coordinated with utility work to avoid re-cuts. (See "Construction Projects" hub for active/near-term items.)
- Lion's Park / Park System Enhancements: Incremental amenities and accessibility upgrades aligned with the City's parks information and user demand, with fee structures already in place for field usage (supporting maintenance).
- Corridor Beautification & Gateways: Landscaping, signage, and lighting that elevate community identity, with dark-sky-compliant elements considered in recent council materials.

Iowa Colony
FY25-26 PROPOSED BUDGET



Debt Management & Capital Funding Strategy

The City of Iowa Colony maintains a conservative and strategic approach to debt issuance, balancing the need to fund critical infrastructure with the responsibility to safeguard taxpayer resources. Our financing strategy pairs purpose-built debt instruments with diversified revenue sources to protect the citywide Interest & Sinking (I&S) tax rate while aligning repayment with the users and beneficiaries of the projects.

Purpose-Built Financing

- Zone-Backed ICDA Bonds: For Tax Increment Reinvestment Zone (TIRZ)-eligible infrastructure, the City leverages the Iowa Colony Development Authority (ICDA) to issue bonds payable from Zone revenues. This reduces pressure on the citywide I&S rate and ensures growth-related infrastructure is funded by the developments it serves.
- Certificates of Obligation (COs) & Revenue Bonds: COs are used for citywide facilities and infrastructure, while revenue bonds finance utility expansions backed by system revenues and impact fees.
- Developer Participation: Off-site and upsized infrastructure is often cost-shared with developers through agreements tied to plats and annexations.
- Grants: Federal, state, and regional grant programs are pursued aggressively to offset borrowing needs (e.g., TWDB-supported drainage planning).

Current Debt Portfolio (FY 2025–2026)

- Certificates of Obligation, Series 2020 – $870,000 principal outstanding, final maturity FY 2035
- Combination Tax & Revenue COs, Series 2022 – $12,240,000 principal outstanding, final maturity FY 2047
- Combination Tax & Revenue COs, Series 2025 (Preliminary) – $27,660,000 principal, final maturity FY 2055, funding major capital investments including the Regional Water Supply & Treatment Facility.

Total Outstanding Principal: $40.77 million
Total Debt Service (Principal & Interest): $78.53 million over the repayment horizon.

Annual Debt Service Profile

- Total Outstanding Principal: **$40.77 million**
- Total Debt Service (Principal & Interest): **$78.53 million over the repayment horizon.**
- Aggregate FY 2025–2026 debt service is $1.72 million, increasing to a peak of $2.93 million annually through FY 2047 before tapering.

Selected Annual Requirements (Aggregate All Issues):

Fiscal Year Ending	*Principal*	*Interest*	*Total Debt Service*
2026	$355,000	$1,365,043	$1,720,043
2030	$895,000	$2,014,843	$2,909,843
2035	$1,145,000	$1,767,238	$2,915,238
2040	$1,480,000	$1,435,250	$2,915,250
2045	$1,920,000	$1,000,225	$2,920,225
2050	$1,410,000	$535,975	$1,945,975
2055	$1,855,000	$1,102,025	$1,975,025

Tax Rate Allocation & Rebalancing

Historically, the City's I&S tax rate generated about **$2.0 million annually**, well above current debt service needs, while creating a shortfall in the Maintenance & Operations (M&O) Fund. For FY 2025–2026, the I&S rate is proposed at **$0.173951**, generating ~$1.7 million, closely matching debt obligations, while reallocating tax capacity to the M&O Fund for essential services.

Long-Term Debt Strategy

The City intends to shift **all water and wastewater-related debt** to be fully serviced by the **Utility Enterprise Fund**, which will:

- Align repayment directly with utility customers benefiting from improvements.
- Reduce General Fund reliance for utility capital.
- Maintain overall tax rate stability and improve transparency in financial reporting.

Operating & Rate Impacts

- **Utilities:** Expansions increase O&M costs, but phasing and developer-funded connections help mitigate sudden rate pressure. Impact fees and new customer revenues offset debt tied to utility assets.
- **Streets/Drainage:** Rehabilitation reduces reactive maintenance costs and flood response expenses.
- **Parks/Beautification:** Modest ongoing costs; user fees offset field maintenance.

Delivery Schedule – Snapshot

- 2025 Q3-Q4:
    - Planning and Design of Elevated Storage Tank (EST) and Water Plant
    - Planning and Design to upgrades to Water Plant No. 2
    - Design of CH Lift Station and Sewer line extension
    - Design of Water line extension

  - Design of Water Filtration System
- 2026 Q1-Q2
  - Construction of Water Plant and EST
  - Construction NW WWTP
  - Construction of Lift Station and sewer lines
  - Construction of CH Lift Station and Sewer line extension
  - Construction of Water line extension
  - Design of Water Filtration System

Accountability & Transparency

- **Public Tracking:** Active projects and updates are posted on the City website and presented in council meetings.
- **Ordinance & Policy Trail:** All funding and debt actions are documented via ordinances, bond covenants, and budget documents.
- **Reserve Management:** Adequate I&S reserves are maintained to ensure timely debt service without short-term borrowing.
- **Bond Ratings:** The City seeks to maintain strong credit ratings through adherence to fiscal policies and structurally balanced budgets.

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL

10-10 ADMINISTRATION

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-10-5101	Salaries - Full Time	223,430.48	333,763.98	484,887.52	405,940.00	600,000.00	730,000.00
10-10-5104	Salaries - Overtime	-	-	-	-	-	8,000.00
10-10-5106	Social Security/Medicare	17,551.42	24,119.74	34,906.30	28,536.69	50,000.00	59,000.00
10-10-5107	TMRS	23,173.44	37,038.49	55,671.68	46,326.43	75,000.00	90,000.00
10-10-5108	Health & Life Insurance	9,650.17	21,698.38	47,461.92	37,928.21	62,000.00	100,000.00
10-10-5109	Worker's Comp	499.35	651.24	1,771.19	627.31	1,000.00	6,000.00
10-10-5110	Texas Workforce Commission	18.00	26.99	997.09	252.00	600.00	2,000.00
10-10-5111	Vehicle Allowance	7,199.92	7,263.92	7,199.92	4,707.64	7,100.00	15,000.00
10-10-5112	457(b) Reimbursement	10,000.00	10,864.00	13,540.00	8,217.15	8,300.00	30,000.00
10-10-5114	Benefits Admin Fees	86.52	40.70	150.00	675.00	1,000.00	1,000.00
10-10-5115	Longevity Pay	240.00	360.00	480.00	660.00	660.00	700.00
10-10-5121	Payroll Expense/Direct Deposit Fee	70.10	-	-	-	-	-
10-10-5201	Legal Services	116,661.03	110,876.76	13,184.95	16,153.97	40,000.00	40,000.00
10-10-5202	Audit Services	34,500.00	44,351.00	73,990.00	15,259.00	70,000.00	70,000.00
10-10-5206	Professional Services	21,441.35	45,256.90	130,879.15	157,489.48	215,000.00	165,000.00
10-10-5210	Election Expenses	3,822.68	4,517.64	5,941.30	5,962.89	8,000.00	10,000.00
10-10-5211	Bank Fees	60.00	5.00	-	-	-	500.00
10-10-5212	Credit Card Processing Fees	8,083.43	-	50.00	25.00	1,000.00	500.00
10-10-5213	Legal Notices Expense	7,709.67	4,797.20	3,944.89	2,416.68	5,000.00	5,000.00
10-10-5215	BCAD Fee	24,274.81	30,108.48	38,701.73	25,037.66	48,000.00	40,000.00
10-10-5217	Professional Cleaning Services	8,130.00	7,800.00	23,800.00	20,650.00	35,000.00	35,000.00
10-10-5221	Website Adminstration	4,647.99	2,756.25	1,555.00	2,185.00	5,000.00	27,000.00
10-10-5223	Training & Travel	17,986.93	28,952.12	23,655.46	16,186.93	30,000.00	75,000.00
10-10-5224	Dues & Subscriptions	6,109.80	5,696.29	10,716.01	12,858.55	20,000.00	30,000.00
10-10-5225	Seminars & Meetings	3,914.02	8,813.10	22,241.10	13,265.94	20,000.00	30,000.00
10-10-5227	Legislative Affairs	-	600.00	-	441.44	1,000.00	2,000.00
10-10-5228	Tax Appraisal & Collection	-	-	-	2,308.38	4,000.00	2,500.00
10-10-5301	Office Supplies	7,435.19	4,183.44	12,073.27	5,253.00	15,000.00	15,000.00
10-10-5302	Janitorial Supplies	-	1,315.78	1,729.98	1,915.38	3,000.00	3,000.00
10-10-5309	Uniforms	1,145.35	1,862.48	2,537.91	496.75	3,000.00	2,500.00
10-10-5310	Postage	806.06	382.42	1,260.24	627.53	1,500.00	2,000.00
10-10-5311	Building Repairs & Maintenance	22,023.62	11,362.67	21,949.01	38,937.71	45,000.00	45,000.00
10-10-5312	Recognition, Acknowledgement, & Awards	721.99	3,001.44	2,603.21	5,580.43	6,000.00	6,000.00
10-10-5314	Computer & Technology Equipment	7,141.18	7,485.80	3,750.65	2,827.67	5,000.00	55,000.00
10-10-5315	Computer Software/License	18,476.20	18,899.78	18,321.21	52,200.69	65,000.00	90,000.00
10-10-5317	Equipment & Other Rentals	3,085.30	595.46	5,899.64	4,293.61	6,000.00	10,000.00
10-10-5329	Mayor's Special Expense	66.70	924.26	1,820.00	1,477.00	-	-
10-10-5330	Miscellaneous	2,097.94	65,189.28	-	-	-	10,000.00
10-10-5331	Signs & Postings	-	-	-	786.81	1,500.00	1,000.00
10-10-5401	Utilities - Electricity	8,770.40	11,657.16	11,718.69	35,442.01	48,000.00	50,000.00
10-10-5403	Utilities - Telephone	12,929.80	12,858.91	9,738.84	16,175.49	22,000.00	22,000.00
10-10-5404	Mobile Technology Expense	475.13	710.86	1,245.61	1,742.11	2,000.00	2,500.00
10-10-5405	Insurance - Liability & Prop	13,359.42	6,982.79	9,363.24	44,356.78	70,000.00	55,000.00
10-10-5406	Insurance - Windstorm	7,903.00	24,878.00	12,439.00	-	-	25,000.00
10-10-5407	Insurance - Vehicles	51.00	68.00	243.00	-	-	500.00
10-10-5409	Utilities - Water/Sewer	-	-	-	3,039.93	5,000.00	5,000.00
10-10-5412	Utilities - Gas	-	-	56.82	665.75	1,500.00	1,500.00
10-10-5505	Lease Principal	-	2,626.00	-	-	-	-
10-10-5518	Lease Interest	-	533.00	-	-	-	-
10-10-5630	Furniture & Equipment	-	-	-	5,277.21	6,000.00	6,500.00
	Total Admin	655,749.39	905,875.71	1,112,475.53	1,045,207.21	1,613,160.00	1,981,700.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

10-15 FINANCE

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-15-5101	Salaries - Full Time	84,159.36	86,298.70	134,845.60	140,015.17	-	280,000.00
10-15-5104	Salaries - Overtime	-	-	-	4,550.53	5,000.00	8,000.00
10-15-5106	Social Security/Medicare	6,388.82	6,290.41	10,024.17	9,258.34	14,000.00	22,000.00
10-15-5107	TMRS	8,107.16	9,216.79	15,145.83	13,697.84	20,500.00	40,000.00
10-15-5108	Health & Life Insurance	6,544.52	14,546.54	24,272.28	21,586.31	33,800.00	50,000.00
10-15-5109	Worker's Comp	211.89	348.00	211.72	309.53	550.00	3,000.00
10-15-5110	Texas Workforce Commission	9.00	9.00	234.00	423.00	1,000.00	1,000.00
10-15-5114	Benefits Admin Fees	40.70	40.70	-	-	-	500.00
10-15-5115	Longevity Pay	60.00	120.00	180.00	240.00	240.00	-
10-15-5117	Certificate/Education Pay	-	1,774.89	2,723.18	969.28	1,500.00	3,000.00
10-15-5206	Professional Services	-	-	-	-	-	75,000.00
10-15-5223	Training & Travel	574.57	5,242.03	14,741.55	9,581.56	15,500.00	15,000.00
10-15-5224	Dues & Subscriptions	-	220.00	235.00	40.00	1,500.00	500.00
10-15-5301	Office Supplies	1,171.33	1,085.65	1,758.09	3,010.76	5,200.00	5,000.00
10-15-5309	Uniforms	48.98	-	-	466.62	800.00	500.00
10-15-5310	Postage	464.29	464.12	478.21	425.71	1,050.00	500.00
10-15-5314	Computer & Technology Equipment	-	259.00	259.00	4,134.77	5,000.00	10,000.00
10-15-5315	Computer Software/License	27,622.00	10,062.50	10,890.63	11,553.49	18,000.00	15,000.00
10-15-5317	Equipment & Other Rentals	-	-	337.61	350.63	500.00	1,500.00
	Total Finance	135,402.62	135,978.33	216,336.87	220,613.54	124,140.00	530,500.00

10-20 PD

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-20-5101	Salaries - Full Time	636,685.34	853,648.94	931,143.20	832,942.40	1,100,000.00	1,440,000.00
10-20-5104	Salaries - Overtime	22,280.95	35,729.16	34,130.83	44,846.16	70,000.00	80,000.00
10-20-5106	Social Security/Medicare	51,346.30	67,416.49	73,458.20	66,368.58	97,000.00	120,000.00
10-20-5107	TMRS	65,450.72	96,032.78	109,968.38	99,516.55	146,000.00	180,000.00
10-20-5108	Health & Life Insurance	67,649.81	110,050.25	152,314.51	146,949.90	230,000.00	300,000.00
10-20-5109	Worker's Comp	20,906.00	29,474.50	27,669.98	18,199.86	30,000.00	84,000.00
10-20-5110	Texas Workforce Commission	465.24	148.01	1,902.73	1,309.30	2,100.00	6,000.00
10-20-5114	Benefits Admin Fees	287.24	218.30	-	-	-	500.00
10-20-5115	Longevity Pay	720.00	1,020.00	1,200.00	1,260.00	1,260.00	2,000.00
10-20-5117	Certificate Pay	23,238.40	25,953.51	26,884.95	20,009.79	31,200.00	45,000.00
10-20-5206	Professional Services	7,089.90	-	-	9,311.99	15,000.00	10,000.00
10-20-5222	Investigations	1,359.78	-	-	-	-	-
10-20-5223	Training & Travel	4,771.67	-	-	546.95	1,000.00	-
10-20-5224	Dues & Subscriptions	805.00	-	-	543.00	1,500.00	1,000.00
10-20-5230	Radio Service	12,064.00	-	-	-	-	-
10-20-5231	Recruiting & Hiring Expense	1,435.00	1,073.20	2,566.51	2,718.47	4,500.00	3,000.00
10-20-5301	Office Supplies	2,362.25	1,185.05	2,716.89	1,954.72	3,000.00	3,000.00
10-20-5309	Uniforms	7,606.05	9,028.05	6,380.47	7,560.80	8,500.00	8,000.00
10-20-5310	Postage	276.18	375.84	96.54	30.37	200.00	200.00
10-20-5311	Building Repairs & Maintenance	277.72	-	-	-	-	-
10-20-5313	Fuel Expense	42,609.01	40,377.77	39,468.76	28,137.59	42,000.00	50,000.00
10-20-5314	Computer & Technology Equipment	27,158.34	-	-	-	-	50,000.00
10-20-5315	Computer Software/License	-	-	-	491.00	1,000.00	500.00
10-20-5317	Equipment & Other Rentals	-	-	26,081.24	58,923.54	75,000.00	25,000.00
10-20-5319	Vehicle Repairs & Maintenance	19,644.60	32,704.85	20,837.33	17,946.58	28,000.00	25,000.00
10-20-5328	Small Tools & Minor Equipment	4,130.77	-	35,154.61	36,719.36	45,000.00	40,000.00
10-20-5330	Miscellaneous	1,605.94	484.87	1,059.03	483.15	500.00	1,000.00
10-20-5404	Mobile Technology Expense	7,090.41	5,894.16	7,020.46	5,006.52	8,000.00	8,000.00
10-20-5405	Insurance - Liability & Prop	5,784.75	7,650.00	10,087.00	5,210.22	8,000.00	12,000.00
10-20-5407	Insurance - Vehicles	6,390.50	9,808.00	12,252.00	8,945.25	15,000.00	15,000.00
10-20-5410	Vehicle Replacement Fund	-	40,564.00	18,339.00	15,758.00	100,000.00	100,000.00
	Total Police	1,041,491.87	1,368,837.73	1,540,732.62	1,431,690.05	2,063,760.00	2,609,200.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

10-21 AC. CODE ENFORCEMENT

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-21-5101	Salaries - Full Time	46,533.26	47,312.25	51,561.42	49,517.96	80,000.00	90,000.00
10-21-5104	Salaries - Overtime	1,210.40	2,385.94	1,644.85	998.71	1,500.00	5,000.00
10-21-5106	Social Security/Medicare	3,572.88	3,694.02	3,935.54	3,858.94	6,000.00	10,000.00
10-21-5107	TMRS	4,612.73	5,210.48	5,872.49	5,577.45	9,200.00	10,000.00
10-21-5108	Health & Life Insurance	6,382.70	8,514.22	11,720.98	4,430.23	7,150.00	10,000.00
10-21-5109	Worker's Comp	1,718.00	1,795.00	3,200.73	2,332.89	3,900.00	6,000.00
10-21-5110	Texas Workforce Commission	9.00	9.00	351.00	115.30	250.00	1,000.00
10-21-5114	Benefits Admin Fees	40.70	40.70	-	-	-	100.00
10-21-5115	Longevity Pay	60.00	120.00	180.00	-	-	-
10-21-5223	Training & Travel	1,415.33	2,795.24	2,037.66	2,094.45	3,500.00	2,500.00
10-21-5224	Dues & Subscriptions	141.95	350.00	154.90	11.25	300.00	500.00
10-21-5229	Contractual Services	903.79	1,452.28	1,935.25	6,359.79	10,000.00	10,000.00
10-21-5301	Office Supplies	602.39	213.85	337.97	88.69	300.00	500.00
10-21-5309	Uniforms	653.44	434.01	1,718.35	894.00	1,500.00	2,500.00
10-21-5310	Postage	45.03	50.42	19.90	15.85	200.00	200.00
10-21-5313	Fuel Expense	3,414.00	3,666.53	3,027.35	2,155.71	4,500.00	4,000.00
10-21-5319	Vehicle Repairs & Maintenance	785.38	1,406.04	1,251.99	291.83	1,000.00	1,000.00
10-21-5328	Small Tools & Minor Equipment	479.75	502.71	467.61	1,807.77	2,500.00	2,000.00
10-21-5404	Mobile Technology Expense	1,055.67	1,278.56	1,304.23	731.59	2,000.00	13,000.00
10-21-5407	Insurance - Vehicles	509.25	637.00	621.00	1,154.25	1,800.00	1,000.00
10-21-5410	Vehicle Replacement Fund	-	-	-	-	-	20,000.00
	Total AC. Code Enforcement						

10-22 EMERGENCY MANGEMENT

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-22-5206	Professional Services	-	-	32,251.50	-	-	10,000.00
10-22-5214	Advertising/Printing Expense	670.00	-	254.00	-	-	500.00
10-22-5223	Training & Travel	-	-	245.98	1,170.60	2,500.00	3,000.00
10-22-5224	Dues & Subscriptions	-	-	-	-	-	500.00
10-22-5229	Contractual Services	-	-	283,228.73	19,890.04	30,000.00	5,000.00
10-22-5301	Office Supplies	-	-	3,130.59	739.40	1,500.00	2,000.00
10-22-5315	Computer Software/License	800.00	895.44	3,500.00	-	-	10,000.00
10-22-5318	Emergency Preparedness	-	-	-	-	-	50,000.00
	Total Emergency Management	1,470.00	895.44	322,610.80	21,800.04	34,000.00	81,000.00

10-25 MUNICIPAL COURT

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-25-5101	Salaries - Full Time	98,498.56	102,558.75	107,272.10	82,444.79	125,000.00	170,000.00
10-25-5104	Salaries - Overtime	744.48	888.19	510.07	443.25	1,500.00	5,000.00
10-25-5106	Social Security/Medicare	7,545.46	7,859.78	8,308.51	6,423.22	10,000.00	20,000.00
10-25-5107	TMRS	9,687.19	11,050.72	12,139.80	9,405.68	14,500.00	20,000.00
10-25-5108	Health & Life Insurance	12,671.78	16,465.04	13,437.60	10,959.96	16,500.00	40,000.00
10-25-5109	Worker's Comp	248.75	412.00	251.52	309.53	550.00	3,000.00
10-25-5110	Texas Workforce Commission	18.00	17.99	234.00	126.00	350.00	1,000.00
10-25-5114	Benefits Admin Fees	81.40	81.40	-	-	-	500.00
10-25-5115	Longevity Pay	60.00	180.00	300.00	420.00	420.00	500.00
10-25-5117	Certificate Pay	1,338.38	2,152.26	2,279.94	1,655.11	3,000.00	3,000.00
10-25-5203	Attorney/Prosecutor Fees	47,325.00	55,100.00	51,700.00	35,025.00	50,000.00	50,000.00
10-25-5209	Judge Fees	16,712.50	26,657.84	25,161.18	24,497.60	45,000.00	50,000.00
10-25-5220	Interpreter Services	520.59	819.74	648.30	871.55	1,500.00	1,500.00
10-25-5223	Training & Travel	1,190.52	635.00	980.95	510.00	1,000.00	2,500.00
10-25-5301	Office Supplies	2,311.01	2,036.33	2,480.63	2,271.74	3,000.00	3,000.00
10-25-5308	Jury Trial Expense	718.68	1,188.10	1,500.00	777.62	15,000.00	2,000.00
10-25-5309	Uniforms	326.38	274.47	490.70	87.56	-	1,000.00
10-25-5310	Postage	428.92	898.67	987.07	951.71	1,500.00	2,000.00
10-25-5314	Computer & Technology Equipment	1,002.00	-	7,586.25	7,965.57	10,000.00	10,000.00
10-25-5315	Computer Software/License	6,744.00	4,725.00	-	-	-	-
10-25-5317	Equipment & Other Rentals	-	-	429.19	560.28	1,000.00	1,000.00
	Total Municipial Court	208,173.60	234,001.28	236,697.81	185,706.17	299,820.00	386,000.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

10-30 PUBLIC WORKS

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-30-5101	Salaries - Full Time	63,838.84	64,458.88	94,212.30	118,638.75	180,000.00	260,000.00
10-30-5104	Salaries - Overtime	4,131.83	5,239.03	7,910.83	5,918.81	10,000.00	10,000.00
10-30-5106	Social Security/Medicare	5,150.39	5,220.66	7,695.80	9,390.14	14,500.00	30,000.00
10-30-5107	TMRS	6,567.22	7,278.09	11,253.36	13,792.55	21,000.00	40,000.00
10-30-5108	Health & Life Insurance	6,227.36	7,933.58	18,823.28	29,801.06	45,000.00	70,000.00
10-30-5109	Worker's Comp	2,802.00	2,922.00	4,700.77	3,208.41	5,500.00	21,000.00
10-30-5110	Texas Workforce Commission	9.00	8.99	395.87	352.62	500.00	2,000.00
10-30-5115	Longevity Pay	60.00	120.00	180.00	240.00	240.00	500.00
10-30-5117	Certificate Pay	-	-	-	57.67	200.00	500.00
10-30-5217	Professional Cleaning Services	-	-	5,400.00	2,350.00	4,000.00	12,000.00
10-30-5219	Roads, Bridges & Drainage	-	409,138.40	154,323.12	108,876.53	250,000.00	300,000.00
10-30-5223	Training & Travel	490.00	1,657.81	113.75	105.00	1,000.00	2,000.00
10-30-5229	Contractual Services	58,579.86	83,100.00	65,000.00	3,800.12	1,000.00	45,000.00
10-30-5301	Office Supplies	1,937.16	3,062.71	3,118.27	1,056.76	2,500.00	3,000.00
10-30-5309	Uniforms	593.18	-	1,459.68	860.65	1,500.00	5,000.00
10-30-5311	Building Repairs & Maintenance	-	-	6,140.91	7,056.41	11,000.00	10,000.00
10-30-5313	Fuel Expense	4,264.08	2,757.86	4,955.41	5,972.94	10,000.00	15,000.00
10-30-5317	Equipment & Other Rentals	4,362.60	27,354.98	4,565.34	1,007.70	3,000.00	5,000.00
10-30-5319	Vehicle Repairs & Maintenance	894.51	304.59	1,494.15	3,441.30	5,000.00	5,000.00
10-30-5321	Public Works Maintenance	18,850.26	19,414.92	10,283.93	24,236.58	36,000.00	25,000.00
10-30-5322	Special Road Work	15,305.50	15,500.00	-	-	-	-
10-30-5328	Small Tools & Minor Equipment	1,144.94	632.16	4,909.70	4,593.20	7,000.00	6,000.00
10-30-5331	Signs & Postings	6,783.46	9,331.18	8,741.93	3,430.69	5,500.00	20,000.00
10-30-5401	Utilities - Electricity	-	-	4,367.86	4,023.53	7,500.00	5,000.00
10-30-5404	Mobile Technology Expense	475.13	501.81	543.93	540.19	1,200.00	1,000.00
10-30-5407	Insurance - Vehicles	509.25	635.00	659.00	1,255.50	2,000.00	2,000.00
10-30-5410	Vehicle Replacement Fund	-	-	-	6,262.50	20,000.00	30,000.00
10-30-5413	Residential Garbage Subsidy	-	-	-	111,640.00	-	-
	Total Public Works	202,976.57	666,572.65	421,249.19	471,909.61	645,140.00	925,000.00

10-32 PARKS AND REC

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-32-5217	Professional Cleaning Services	-	-	400.00	3,450.00	5,000.00	5,000.00
10-32-5229	Contractual Services	65,400.00	67,007.79	117,661.72	155,055.93	195,000.00	125,000.00
10-32-5301	Office Supplies	1,029.68	3,877.44	3,069.86	1,074.61	2,500.00	2,000.00
10-32-5309	Uniforms	288.00	66.61	2,404.88	402.10	1,000.00	1,500.00
10-32-5317	Equipment & Other Rentals	-	-	589.25	97.94	2,000.00	2,000.00
10-32-5323	Park Improvements	-	40,000.00	-	3,000.00	7,500.00	10,000.00
10-32-5324	Park Maintenance	50,703.58	78,775.47	63,448.81	32,463.32	50,000.00	83,500.00
10-32-5331	Signs & Postings	826.50	393.00	328.00	1,005.85	1,000.00	1,000.00
	Total Parks & Rec	118,247.76	190,120.31	187,902.52	196,549.75	264,000.00	230,000.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

10-35 COMMUNITY DEVELOPMENT

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-35-5101	Salaries - Full Time	45,828.93	46,518.41	48,620.85	37,240.61	55,000.00	180,000.00
10-35-5104	Salaries - Overtime	746.70	480.71	375.58	82.82	1,500.00	11,000.00
10-35-5106	Social Security/Medicare	3,522.95	3,517.03	3,695.36	2,842.47	4,500.00	20,000.00
10-35-5107	TMRS	4,500.35	4,931.21	5,422.59	4,171.27	6,500.00	30,000.00
10-35-5108	Health & Life Insurance	6,276.30	8,187.87	10,851.00	8,705.01	13,000.00	20,000.00
10-35-5109	Worker's Comp	117.51	192.00	115.36	154.76	500.00	3,000.00
10-35-5110	Texas Workforce Commission	9.00	9.01	117.00	63.00	200.00	1,000.00
10-35-5114	Benefits Admin Fees	43.04	40.70	-	-	-	500.00
10-35-5115	Longevity Pay	180.00	240.00	300.00	360.00	360.00	500.00
10-35-5206	Professional Services	-	35,649.54	102,811.35	-	-	25,000.00
10-35-5208	Engineering Services	46,204.22	78,115.82	63,231.99	42,674.18	55,000.00	75,000.00
10-35-5223	Training & Travel	-	-	483.00	-	-	2,000.00
10-35-5232	Early Plat - Admin Fee	52,179.02	-	113,740.57	265,846.07	420,000.00	250,000.00
10-35-5233	Eng Svc: Permits/Inspections	350,942.99	537,261.10	1,019,047.17	437,340.17	675,000.00	350,000.00
10-35-5234	Eng Svc: Plan Review	160,226.40	221,060.03	253,823.61	90,699.03	145,000.00	150,000.00
10-35-5235	Eng Svc: Platting	71,490.53	131,832.00	131,098.50	133,321.56	215,000.00	150,000.00
10-35-5301	Office Supplies	718.39	650.14	282.06	516.61	1,000.00	2,000.00
10-35-5309	Uniforms	191.92	-	-	44.76	200.00	1,000.00
10-35-5314	Computer & Technology Equipment	558.00	-	-	-	-	-
10-35-5315	Computer Software/License	25,040.00	25,000.00	14,715.00	25,000.00	25,000.00	30,000.00
10-35-5317	Equipment & Other Rentals	-	-	377.94	320.40	500.00	1,000.00
10-35-5411	TIF Fund/MUD 31 Payable	1,157,312.76	2,504,550.36	139,886.31	2,946,238.94	2,946,238.94	3,990,047.67
	Total Community Development	1,926,089.01	3,598,235.93	1,908,995.24	3,995,621.66	4,564,498.94	5,292,047.67

10-36 FIRE MARSHAL

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-36-5101	Salaries - Full Time	92,268.85	95,596.80	101,287.12	77,413.16	120,000.00	110,000.00
10-36-5106	Social Security/Medicare	6,587.88	6,865.60	7,433.23	5,863.23	9,500.00	10,000.00
10-36-5107	TMRS	8,891.60	9,997.54	11,161.29	8,595.46	13,000.00	20,000.00
10-36-5108	Health & Life Insurance	8,160.71	13,033.68	14,157.12	8,992.23	13,500.00	20,000.00
10-36-5109	Worker's Comp	2,697.00	3,477.00	3,665.73	2,424.54	4,000.00	7,000.00
10-36-5110	Texas Workforce Commission	9.00	8.99	117.00	63.00	200.00	1,000.00
10-36-5114	Benefits Admin Fees	2.34	-	-	-	-	100.00
10-36-5115	Longevity Pay	60.00	120.00	180.00	240.00	240.00	200.00
10-36-5207	Building Inspector Fee/Services	314,695.00	243,602.50	349,582.50	304,290.00	480,000.00	400,000.00
10-36-5223	Training & Travel	3,250.96	3,890.61	2,594.65	262.48	1,000.00	5,000.00
10-36-5224	Dues & Subscriptions	2,991.82	2,021.81	2,358.04	824.70	1,500.00	2,500.00
10-36-5301	Office Supplies	916.80	522.66	278.58	371.30	1,000.00	1,000.00
10-36-5303	Public Education & Training Materials	2,122.50	1,097.50	2,561.72	-	-	3,000.00
10-36-5307	Investigation Supplies	1,515.50	-	145.49	-	-	500.00
10-36-5309	Uniforms	838.67	932.86	1,147.86	424.94	1,000.00	2,000.00
10-36-5310	Postage	-	-	0.69	-	-	100.00
10-36-5313	Fuel Expense	3,341.04	3,569.69	3,632.62	2,468.39	4,500.00	3,500.00
10-36-5319	Vehicle Repairs & Maintenance	-	1,558.29	4,017.69	381.19	2,000.00	3,500.00
10-36-5328	Small Tools & Minor Equipment	1,248.12	1,668.00	120.18	1,620.03	3,000.00	3,000.00
10-36-5404	Mobile Technology Expense	825.33	891.81	864.10	782.61	1,500.00	4,000.00
10-36-5407	Insurance - Vehicles	696.00	527.25	725.00	928.50	1,500.00	1,000.00
10-36-5410	Vehicle Replacement Fund	-	-	-	-	-	10,000.00
	Total Fire Marshal	451,119.12	389,382.59	506,030.61	415,945.76	657,440.00	607,400.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

10-90 CAPITAL IMPROVEMENT PROJECTS

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
10-90-5610	Land Purchase and Improvement	-	-	1,302,841.17	35,700.00	50,000.00	250,000.00
10-90-5620	Building Purchase, Construction or Improvements	182,526.18	26,512.40	8,525.00	1,024,464.84	1,500,000.00	-
10-90-5640	Capital Assets	-	-	303,494.74	-	-	-
10-90-5660	Contingency/Reserves	-	-	3,500.00	21,000.00	-	429,081.38
10-90-5690	Capital Outlay - Lease	-	17,150.00	-	-	-	-
	Total CIP	182,526.18	43,662.40	1,618,360.91	1,081,164.84	1,550,000.00	679,081.38

12-10 PROJECT FUND SERIES 2022

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
12-10-5206	Professional Services	678,899.00	723,698.86	45,180.31	-	-	-
12-10-5208	Engineering Services	957,618.14	20,715.15	7,740.44	-	-	-
12-10-5229	Contractual Services	23,920.00	9,338,611.29	1,660,377.38	-	-	-
12-10-5301	Office Supplies	-	-	9,088.74	-	-	-
12-10-5314	Computer & Technology Equipment	-	230,745.94	893,065.92	-	-	-
12-10-5401	Utilities - Electricity	-	-	26,660.46	3,455.61	6,000.00	6,000.00
12-10-5403	Utilities - Telephone	-	-	14,458.56	-	-	-
12-10-5405	Insurance - Liability & Prop	-	-	27,696.00	-	-	-
12-10-5409	Utilities - Water/Sewer	-	-	2,859.69	88.32	200.00	200.00
12-10-5412	Utilities - Gas	-	-	1,485.96	-	-	-
12-10-5510	Bond Issuance Cost	230,493.00	-	-	-	-	-
12-10-5630	Furniture & Equipment	-	21,999.87	462,440.63	-	-	-
	Total Project Fund Series 2022	1,890,930.14	10,335,771.11	3,151,054.09	3,543.93	6,200.00	6,200.00

20-10 CRIME CONTROL AND PREVENTION

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
20-20-5101	Salaries - Full Time	-	-	27,181.02	65,298.28	98,000.00	50,000.00
20-20-5104	Salaries - Overtime	2,426.94	2,413.89	6,548.07	2,461.60	4,000.00	-
20-20-5106	Social Security/Medicare	-	-	2,042.74	5,126.89	7,500.00	10,000.00
20-20-5107	TMRS	-	-	3,011.37	7,509.64	11,180.00	10,000.00
20-20-5108	Health & Life Insurance	-	-	6,353.03	13,983.15	21,000.00	10,000.00
20-20-5109	Worker's Comp	-	-	-	409.67	1,000.00	1,000.00
20-20-5110	Texas Workforce Commission	-	-	208.88	180.43	500.00	1,000.00
20-20-5117	Certificate Pay	-	-	-	969.22	1,500.00	1,500.00
20-20-5206	Professional Services	-	6,841.37	8,294.00	11,612.54	17,000.00	15,000.00
20-20-5214	Advertising/Printing Expense	-	300.06	-	-	-	-
20-20-5222	Investigations	1,416.00	1,834.58	1,176.17	-	-	3,000.00
20-20-5223	Training & Travel	4,278.40	14,274.78	15,460.43	11,038.59	17,000.00	25,000.00
20-20-5230	Radio Service	-	5,040.00	5,328.00	5,220.00	8,000.00	6,500.00
20-20-5301	Office Supplies	5,537.60	1,303.42	924.22	1,038.48	1,500.00	5,000.00
20-20-5303	Public Education & Training Materials	-	1,148.21	4,320.08	8,776.84	13,500.00	20,000.00
20-20-5307	Investigation Supplies	-	-	636.34	4,840.29	7,500.00	3,000.00
20-20-5309	Uniforms	-	-	3,629.55	2,287.73	3,000.00	10,000.00
20-20-5314	Computer & Technology Equipment	4,648.89	17,239.61	24,623.03	3,899.96	6,000.00	10,000.00
20-20-5315	Computer Software/License	-	14,619.34	11,234.79	26,507.30	40,000.00	80,000.00
20-20-5316	Equipment Repair/Parts	-	2,721.94	2,405.02	1,560.33	2,500.00	500.00
20-20-5317	Equipment & Other Rentals	4,000.00	2,375.85	8,527.88	42,489.42	65,000.00	110,000.00
20-20-5319	Vehicle Repairs & Maintenance	-	4,814.68	-	-	-	-
20-20-5328	Small Tools & Minor Equipment	-	3,847.16	4,648.20	733.98	1,000.00	25,000.00
20-20-5330	Miscellaneous	543.36	948.90	916.22	1,000.00	2,000.00	1,000.00
20-20-5650	Vehicles & Machinery	139,530.78	76,090.02	70,010.81	46,220.94	15,000.00	150,000.00
	Total CCPD	162,381.97	155,813.81	207,479.85	263,165.28	343,680.00	547,500.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

30-10 DEBT SERVICE CIP

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
30-10-5501	Debt Principal	75,000.00	440,000.00	330,000.00	345,000.00	345,000.00	400,000.00
30-10-5504	Paying Agent Fee	-	750.00	750.00	-	-	1,000.00
30-10-5511	Interest on Bonds	-	195,052.09	-	-	-	-
30-10-5513	Interest on Debt	23,970.00	350,565.00	658,910.00	644,630.00	664,360.00	1,306,560.19
30-10-5521	TIF Fund(MUD 55)/MUD 31/MUD 92 Payable	-	-	600,000.00	-	-	-
	Total Debt Service	98,970.00	986,367.09	1,589,660.00	989,630.00	1,009,360.00	1,707,560.19

35-10 GRANT LOCAL

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
35-10-5208	Engineering Services	110,451.38	146,651.50	95,824.50	1,006,169.49	1,110,000.00	-
35-10-5213	Legal Notices Expense	-	-	1,014.00	-	1,000.00	-
35-10-5239	TWDB Share of Expenditures	66,924.00	83,076.25	-	-	-	-

36-10 PUBLIC SAFETY GRANT

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
36-20-5101	Salaries - Full Time	-	-	-	17,731.68	25,000.00	120,000.00
36-20-5104	Salaries - Overtime	-	-	-	3,701.07	4,200.00	3,000.00
36-20-5106	Social Security/Medicare	-	-	-	1,586.69	2,200.00	10,000.00
36-20-5107	TMRS	-	-	-	2,357.61	3,300.00	20,000.00
36-20-5108	Health & Life Insurance	-	-	-	3,356.21	4,500.00	30,000.00
36-20-5109	Worker's Comp	-	-	-	-	-	8,000.00
36-20-5110	Texas Workforce Commission	-	-	-	43.88	200.00	1,000.00
36-20-5115	Longevity Pay	-	-	-	-	-	-
36-20-5223	Training & Travel	-	545.00	629.00	48.71	300.00	1,000.00
36-20-53090	RR Body Armor - Uniforms	11,130.00	-	-	-	-	-
36-20-53280	Bullet Resis. Shield - Equipment	-	33,716.10	-	-	-	-
	Total Public Safety Grant	11,130.00	34,261.10	629.00	28,825.85	39,700.00	193,000.00

40-10 COURT TECHNOLOGY

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
40-25-5332	Court Technology	6,750.96	-	158.90	-	-	5,000.00

41-10 COURT SECURITY

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
41-25-5333	Court Security	182.50	-	73.40	-	-	5,000.00

50-10 VEHICLE REPLACEMENT FUND

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
50-10-5650	Vehicles & Machinery	-	40,377.92	200,851.26	132,626.49	85,000.00	100,000.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

60-10 UTILITY FUND

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
60-60-5101	Salaries - Full Time	698.78	8,295.37	-	-	2,026.00	69,000.00
60-60-5104	Salaries - Overtime	-	-	-	-	2,026.00	4,000.00
60-60-5106	Social Security/Medicare	-	-	19,266.02	-	-	10,000.00
60-60-5107	TMRS	-	-	205.00	-	-	10,000.00
60-60-5108	Health & Life Insurance	-	-	106,467.15	-	-	20,000.00
60-60-5109	Worker's Comp	-	-	-	-	-	6,000.00
60-60-5110	Texas Workforce Commission	-	-	27,784.02	-	-	1,000.00
60-60-5111	Vehicle Allowance	-	-	5,497.85	-	-	-
60-60-5112	457(b) Reimbursement	-	-	346.52	-	-	-
60-60-5114	Benefits Admin Fees	-	-	90,361.54	-	-	-
60-60-5115	Longevity Pay	-	-	5,055.37	-	-	-
60-60-5121	Payroll Expense/Direct Deposit Fee	-	-	28,586.87	-	-	-
60-60-5201	Legal Services	-	-	44,009.22	-	-	25,000.00
60-60-5202	Audit Services	-	-	807.32	-	-	35,000.00
60-60-5206	Professional Services	-	-	359.00	49,189.99	65,586.65	65,000.00
60-60-5208	Engineering Services	-	-	-	226,304.81	301,739.75	325,000.00
60-60-5211	Bank Fees	-	-	-	-	-	1,000.00
60-60-5229	Contractual Services	-	-	-	1,929,728.17	2,572,970.89	2,810,200.00
60-60-5240	Permits/Assessment Fee	-	-	-	10,352.17	13,802.89	50,000.00
60-60-5242	Sludge Hauling	-	-	-	179,481.03	239,308.04	300,000.00
60-60-5301	Office Supplies	-	-	-	31,134.50	41,512.67	50,000.00
60-60-5310	Postage	-	-	-	3,898.89	5,198.52	8,000.00
60-60-5311	Building Repairs & Maintenance	-	-	-	5,922.29	7,896.39	20,000.00
60-60-5334	Laboratory Expense	-	-	-	107,549.98	143,399.97	150,000.00
60-60-5335	Chemicals	-	-	-	42,251.52	56,335.36	150,000.00
60-60-5401	Utilities - Electricity	-	-	-	201,121.30	268,161.73	400,000.00
60-60-5403	Utilities - Telephone	-	-	-	2,863.57	3,818.09	5,000.00
60-60-5405	Insurance - Liability & Prop	-	-	-	51,435.25	68,580.33	100,000.00
60-60-5412	Utilities - Gas	-	-	-	817.23	1,089.64	10,000.00
60-60-5414	Garbage Collection Services SiEnv	-	-	-	300,272.59	400,363.45	2,000,000.00
60-60-5661	Capital Projects Fund	-	-	-	-	-	550,000.00
60-60-5691	Lease Payment AMI	-	-	-	-	-	335,000.00
	Total Utility Fund	698.78	8,295.37	328,745.88	3,142,323.29	4,193,816.39	7,509,200.00

61-10 Utility Debt Funded Capital Projects

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
61-10-5510	Bond Issuance Cost	-	-	-	-	-	100,000.00
61-10-5706	Transfer to Operating Fund	-	-	-	-	-	670,000.00
61-10-5708	Developer agreement pymnt - interest portion	-	-	-	-	-	-
61-10-5709	Developer agreement payment	-	-	-	-	-	-
	Total Utility Debt Funded Capital Projects Fund	-	-	-	-	-	770,000.00

Iowa Colony
FY25-26 PROPOSED BUDGET

DEPARTMENT BUDGET ACCOUNT DETAIL (cont)

70-10 ICDA OPERATING FUND

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
70-10-5201	Legal Services	16,450.00	20,872.92	4,131.00	(3,431.00)	(4,574.67)	-
70-10-5223	Travel Expense	89.56	-	-	-	-	-
70-10-5236	City Admn Fees Paid for tax collection	421,506.00	638,279.00	843,143.18	-	-	-
70-10-5237	Developer Reimbursement	-	325,000.00	-	-	-	-
70-10-5301	Printing & Office Supplies	112.10	615.00	-	-	-	-
70-10-5310	Postage Expense	71.02	-	-	-	-	-
70-10-5330	Miscellaneous Expense	1,517.00	-	-	-	-	-
70-10-5700	Annual Disclosure Expenses	3,500.00	3,500.00	3,500.00	-	-	-
70-10-5701	Bookkeeping Fees	20,789.42	19,500.00	22,968.00	5,000.00	10,000.00	10,000.00
70-10-5702	Consulting Services	16,558.95	11,458.15	3,967.20	7,234.62	10,000.00	10,000.00
70-10-5703	Arbitrage Expense	900.00	2,250.00	5,200.00	3,300.00	7,000.00	10,000.00
70-10-5704	Delivery Expense	996.14	-	-	-	-	-
70-10-5705	Transfer to Debt Service	-	1,478,487.55	1,869,693.45	2,709,222.42	2,709,222.42	1,798,608.95
70-10-5707	Cost of City Services - Police	-	300,000.00	300,000.00	-	-	-
70-10-5710	Administrative Services	-	-	3,000.00	4,000.00	5,000.00	5,000.00
	TOTAL ICDA	482,490.19	2,799,962.62	3,055,602.83	2,725,326.04	2,736,647.75	1,833,608.95

71-10 ICDA CAPITAL PROJECTS FUND

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
71-10-5510	Bond Issuance Cost	304,863.00	551,614.00	-	-	-	-
71-10-5706	Transfer to Operating Fund	-	-	-	-	-	-
71-10-5708	Developer agreement pymnt - interest portion	887,876.00	1,557,585.00	-	-	-	-
71-10-5709	Developer agreement payment	3,717,280.00	5,725,037.00	-	-	-	-
	TOTAL ICDA CAPITAL PROJECTS FUND	-	7,834,236.00	-	-	-	-

72-10 ICDA DEBT SERVICE FUND

Account	Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 YTD 6/30/2025	FY 2025 Estimate	Department Requested Budget (FY25-26)
72-10-5330	Miscellaneous Expense	(4,300.00)	5,618.00	22,857.02	10,890.21	10,890.21	10,890.21
72-10-5502	Bond Principal	310,000.00	570,000.01	677,842.60	1,167,527.25	1,167,527.25	1,167,527.25
72-10-5510	Bond Issuance Cost	19,020.30	11,040.00	-	7,822,786.79	7,822,786.79	7,822,786.79
72-10-5511	Bond Interest Expense	696,913.81	896,879.70	1,162,633.80	1,141,706.30	1,141,706.30	1,141,706.30
72-10-5706	Transfer to Operating Fund	(0.14)	873,604.36	495,100.75	-	-	-
TOTAL ICDA DEBT SERVICE FUND		1,021,633.97	2,357,142.07	2,358,434.17	10,142,910.55	10,142,910.55	10,142,910.55

Performance Measures

To ensure accountability, transparency, and continuous improvement in service delivery, the City of Iowa Colony has established clear performance measures for each department. These measures are designed to align with the City's strategic goals, reflect industry best practices, and provide Council, staff, and residents with meaningful indicators of operational effectiveness. By tracking outcomes in areas such as service timeliness, regulatory compliance, community engagement, and infrastructure quality, the City can evaluate progress, identify areas for enhancement, and allocate resources more effectively. The following performance measures will be monitored and reported annually, forming a critical link between strategic planning, budgeting, and results-driven governance.

Administrative & Governance

Administration

1. **Council Agenda Preparation Timeliness** – Percentage of agenda packets delivered to Council and posted to the public at least 3 business days prior to meetings.
2. **Policy Implementation Rate** – Percentage of adopted Council policies fully implemented within established timelines.
3. **Citizen Satisfaction Index** – Annual survey score measuring resident satisfaction with overall City services and communication.

Finance

1. **Budget Accuracy** – Percentage variance between budgeted and actual General Fund expenditures at year-end (target: ≤ 5%).
2. **GFOA Award Achievement** – Maintain GFOA Distinguished Budget Presentation Award and Certificate of Achievement for Excellence in Financial Reporting annually.
3. **Accounts Payable Processing Time** – Average days from invoice receipt to payment issuance.

Information Technology

1. **System Uptime** – Percentage of critical City systems operational during business hours (target: ≥ 99%).
2. **Help Desk Response Time** – Average time to resolve user-submitted IT support requests.
3. **Cybersecurity Training Compliance** – Percentage of employees completing annual cybersecurity training.

Public Safety

Police Department

1. **Response Time** – Average time from dispatch to arrival for priority calls.
2. **Case Clearance Rate** – Percentage of criminal cases cleared through arrest or exceptional means.
3. **Community Engagement Events** – Number of public safety education or outreach events conducted annually.

Fire Marshal

1. **Inspection Compliance Rate** – Percentage of scheduled fire and life safety inspections completed within required timeframes.
2. **Plan Review Turnaround Time** – Average days to complete fire protection system plan reviews.
3. **Public Education Sessions** – Number of fire safety education events conducted for businesses and schools.

Animal Control

1. **Animal Intake Live Release Rate** – Percentage of animals adopted, transferred, or returned to owner.
2. **Response Time to Priority Calls** – Average minutes from report to on-scene arrival for urgent animal control cases.
3. **Licensing Compliance Rate** – Percentage of registered/licensed pets compared to estimated pet population.

Judicial & Regulatory

Municipal Court

1. **Case Disposition Rate** – Percentage of cases resolved within 90 days of filing.
2. **Collection Rate on Fines and Fees** – Percentage of assessed fines and fees collected within the fiscal year.
3. **Warrant Clearance Rate** – Percentage of outstanding warrants resolved annually.

Permitting

1. **Permit Turnaround Time** – Average days to issue residential and commercial permits.
2. **Inspection Pass Rate** – Percentage of inspections passed on first visit.
3. **Online Application Utilization** – Percentage of permit applications submitted electronically.

Code Enforcement

1. **Case Resolution Time** – Average days from code violation report to resolution.
2. **Voluntary Compliance Rate** – Percentage of cases resolved without formal citation.
3. **Repeat Violation Rate** – Percentage of properties cited more than once in a 12-month period.

Infrastructure & Development

Public Works

1. **Work Order Completion Rate** – Percentage of assigned work orders completed within scheduled timeframes.
2. **Pavement Condition Index (PCI) Score** – Average PCI rating of City streets.
3. **Stormwater System Maintenance** – Percentage of drainage structures cleaned/maintained annually.

Water / Utilities

1. **Water Loss Percentage** – Percentage of unaccounted-for water relative to total water produced (target: ≤ 12%).
2. **Compliance with TCEQ Standards** – Percentage of water quality samples meeting all state regulatory requirements.
3. **Service Interruption Duration** – Average downtime per service interruption event.

Community Development

1. **Development Review Turnaround Time** – Average days from development application submittal to initial staff review comments.
2. **Planned vs. Actual Development Compliance** – Percentage of approved projects completed as approved in plans.
3. **Economic Development Project Conversion Rate** – Percentage of targeted business prospects that commit to locating in Iowa Colony.

Community Services & Preparedness

Emergency Management

1. **Emergency Plan Updates** – Percentage of required emergency operations plan annexes updated annually.
2. **Training & Exercise Completion** – Number of staff and partner agencies participating in emergency drills per year.
3. **Notification System Reach** – Percentage of residents enrolled in the City's emergency notification system.

Parks & Recreation

1. **Park Maintenance Compliance** – Percentage of parks meeting established maintenance standards during monthly inspections.
2. **Program Participation** – Number of participants in City-sponsored recreation programs and events.
3. **Park Acreage per 1,000 Residents** – Maintain or increase ratio as population grows.

Glossary

- Abatement: A reduction or elimination of a real or personal property tax, excise, fee, or special assessment imposed by a governmental unit. Typically granted upon application and approval by the assessing authority.
- Accounting System: The full framework of records, procedures, and controls used to record, classify, and report the financial activities and status of a governmental unit.
- Accrued Interest: Interest that has accumulated on a debt since the last payment date up to, but not including, the date of settlement.
- Amortization: The process of gradually paying off a debt over time through scheduled payments of principal and interest.
- Appropriation: A legal authorization to expend funds and incur obligations for specific purposes, usually with time and amount limitations.
- Arbitrage: The practice of investing proceeds from tax-exempt bonds in higher-yielding taxable securities. The IRS restricts this and requires excess earnings to be rebated.
- Assessed Valuation: The value assigned to property for tax purposes by a governmental entity.
- Audit: A formal examination of financial records by an independent auditor to assess accuracy, compliance, and internal control effectiveness.
- Audit Report: A document summarizing audit findings, scope, and opinions, often accompanied by a management letter with recommendations.
- Available Funds: Non-recurring revenues or fund balances typically used for one-time expenditures or unforeseen costs.
- Balance Sheet: A statement showing assets, liabilities, and fund equity at a specific point in time.
- Betterments (Special Assessments): Charges levied on properties that benefit from public improvements, which may be paid in full or apportioned over time.
- Bond: A debt instrument through which a government borrows money, agreeing to repay the principal with interest on a specified schedule.
- Bond and Interest Record (Bond Register): The official record maintained for each bond issue, tracking principal and interest payment obligations.
- Bonds Authorized and Unissued: Bonds approved but not yet sold. Unused authorizations must be rescinded if no longer needed.
- Bond Issue: The process of offering bonds for sale to investors.
- Bond Rating: A credit rating assigned to a bond issuer to reflect its ability to repay debt. Ratings range from high (e.g., AAA) to low (e.g., C).
- Budget: A financial plan outlining expenditures and anticipated revenues for a specific period.
- Capital Assets: Long-term physical assets used in operations, such as land, buildings, infrastructure, and equipment.
- Capital Budget: A plan for funding major infrastructure or equipment purchases, often through borrowing or dedicated funding sources.
- Cash: Readily available money, including currency, checks, and bank deposits.

- Cash Management: The monitoring and handling of a government's cash flow to ensure timely payments and efficient investment of surplus funds.
- Certificate of Deposit (CD): A bank-issued savings instrument with a fixed interest rate and maturity date.
- Classification of Real Property: Categorization of property by use, residential, open space, commercial, or industrial, for taxation purposes.
- Collective Bargaining: The negotiation process between employers and employees (or unions) regarding wages, benefits, and working conditions.
- Consumer Price Index (CPI): A measure of inflation that tracks changes in the price of a basket of consumer goods and services.
- Cost-Benefit Analysis: An evaluation tool that compares the benefits and costs of various options to support decision-making.
- Debt Burden: The total amount of outstanding debt, often expressed relative to assessed value or population.
- Debt Service: Annual payments on debt, including principal and interest.
- Encumbrance: Funds reserved to cover future obligations or commitments not yet paid.
- Enterprise Fund: A self-sustaining fund for services provided on a user-fee basis, such as water or sewer systems, which tracks full-service costs.
- Equalized Valuations (EQVs): The assessed value of all taxable property adjusted to reflect full and fair cash value.
- Estimated Receipts: Anticipated revenues used in budgeting, often based on prior-year collections.
- Exemptions: Legal releases from tax obligations for certain individuals or properties, such as veterans, seniors, or nonprofit institutions.
- Expenditure: The outlay of funds to support operations, services, or capital improvements.
- Fiduciary Funds: Funds held by a municipality in trust for others, such as pensions or scholarships.
- Fixed Assets: Long-lived tangible assets used in operations, including buildings, equipment, and land.
- Fixed Costs: Obligations that must be paid regardless of budgetary flexibility, such as debt payments or insurance premiums.
- Float: The difference between book balance and bank balance due to check clearing times.
- Full Faith and Credit: A government's pledge to repay debt using all available revenue sources, typically tied to general obligation bonds.
- Fund: A self-balancing set of accounts segregated to carry out specific activities or objectives.
- Fund Accounting: A method of accounting where resources are divided into separate funds to ensure compliance with legal or contractual requirements.
- GASB 34: A government accounting standard requiring broader and more transparent reporting of financial condition and infrastructure assets.
- GASB 45: A government accounting standard requiring disclosure of other post-employment benefits (OPEB) liabilities.

- General Fund: The primary fund used to account for a municipality's core services and operations.
- General Obligation Bonds: Bonds backed by the full faith and credit of the issuing government.
- Governing Body: The elected or appointed group responsible for policy and budgetary decisions, such as a city council or board of aldermen.
- Indirect Cost: Expenses not directly linked to a specific program or service, such as administrative support or shared facilities.
- Interest: The cost of borrowing money, typically expressed as a percentage of principal.
- Interest Rate: The percentage charged or earned on a principal amount over time.
- Investments: Financial instruments held to generate income, such as bonds or real estate.
- Line Item Budget: A budget format that itemizes specific expenditures within each department or program.
- Local Aid: Revenue distributed by the state or county governments to support municipal budgets.
- Maturity Date: The date when a bond's principal is due to be repaid.
- Municipal: Refers to any unit of local government, such as a city, town, or special district.
- Note: A short-term debt instrument, typically repaid within a year.
- Objects of Expenditures: Categories for budgeted spending such as salaries, supplies, or capital expenses.
- Official Statement: A disclosure document prepared for investors detailing the specifics of a bond issue.
- Operating Budget: The annual plan for funding day-to-day municipal operations.
- Overlapping Debt: A municipality's share of debt incurred by another jurisdiction that encompasses it (e.g., regional schools).
- Performance Budget: A budgeting approach that links expenditures to program outcomes.
- Principal: The original amount borrowed through a bond or loan.
- Program: A group of related activities aimed at achieving specific outcomes.
- Program Budget: A budget format organized around services or goals rather than categories.
- Purchased Services: Expenditures for services provided by external vendors.
- Refunding of Debt: Reissuing debt at more favorable terms to replace existing obligations.
- Reserve Fund: A contingency fund for unanticipated or emergency expenditures.
- Revaluation: A process of reassessing property values to reflect fair market value for taxation.
- Revenue Anticipation Note (RAN): A short-term borrowing against expected revenues, such as taxes or state aid.
- Revenue Bond: Bonds repaid solely from specific revenue sources, not backed by general taxation.
- Revolving Fund: A self-supporting fund where revenues generated are used to support the same program without further appropriation.
- Sale of Real Estate Fund: A fund to track proceeds from the sale of municipal property, excluding tax-foreclosed properties.

- Stabilization Fund: A savings fund intended to provide financial stability for future capital or emergency needs.
- Surplus Revenue: The amount by which assets exceed liabilities at fiscal year-end.
- Tax Rate: The amount of tax levied per $1,000 of assessed property value.
- Tax Title Foreclosure: The legal process by which a municipality acquires property due to unpaid taxes.
- Trust Fund: Funds held for specific purposes under donor or legal restrictions.
- Uncollected Funds: Deposited checks not yet credited by the bank and unavailable for use.
- Undesignated Fund Balance: Year-end funds not reserved or encumbered, available once certified.
- Unreserved Fund Balance: The difference between a fund's assets and liabilities not legally restricted, sometimes called "free cash."
- Valuation (100 Percent): The legal standard requiring property assessments to reflect full and fair market value.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ADOPTING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR TAX YEAR 2025; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; 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") makes the following findings of fact:

a. The City is a duly incorporated home rule municipality under Texas law.

b. The Brazoria County Central Appraisal District certified the tax roll for **2025** to the City in compliance with Section 26.01 of the Texas Tax Code and all applicable law.

c. The City Council proposed a tax rate no higher than the tax rate hereby adopted, and notice of that proposed tax rate was published in The Alvin Sun, a newspaper having general circulation in the City, and posted on the City's internet website, all at least five days before the date this ordinance is passed, all in compliance with **Section 26.061** of the Texas Tax Code and all applicable law.

d. The City Council held a public hearing on the proposed tax rate after posting notice of the hearing at least seven days before the hearing, and after publishing notice of the hearing in The Alvin Sun at least five days before the hearing, all in compliance with Texas Tax Code section 26.05 and all applicable law.

e. The City Council has adopted a budget for the fiscal year beginning **October 1, 2025**, in compliance with Chapter 102 of the Texas Local Government Code and all applicable law.

f. The ad valorem tax adopted by this ordinance must be levied to provide the revenue requirements of that budget.

g. The adoption of this ordinance is necessary to the health, safety, morals, and general welfare of the City.

h. Notice of each City Council meeting and, if any, hearing concerning the subject matter hereof was posted at the City Hall and on the internet website of the City, in compliance with the Texas Open Meetings Act.

i. All procedures, prerequisites, and requirements of law concerning this ordinance and the tax rate herein have been satisfied.

j. This paragraph is a summary of the tax rates adopted by this ordinance, and this summary shall not change the meaning of the sections actually adopting the tax rates.

$.345258	**Maintenance and Operations Tax Rate (Section 2)**
$.173951	**Interest and Sinking Fund Tax Rate (Section 4)**
$.519209	**Total Tax Rate**

SECTION 2. Maintenance and Operations Rate. For the maintenance and operations expenditures of the City, the City Council hereby levies and orders to be assessed and collected for tax year **2025** and for each year thereafter until otherwise ordained, on all property, real, personal, and mixed, located in the corporate limits of the City on January 1 of that year and not exempt from taxation by valid laws, an ad valorem tax at the rate of **$.345258** per One Hundred ($100.00) Dollars valuation of such property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.09 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $85.80.

SECTION 3. Debt Rate. For the purpose of paying interest and making provisions for a sinking fund on the bonds, including certificates of obligation, previously issued as set out below in this section, the City Council hereby levies and orders to be assessed and collected for tax year **2025** and for each year thereafter until otherwise ordained, on all property, real, personal, and mixed, located in the corporate limits of the City on January 1 of that year and not exempt from taxation by valid laws, an ad valorem tax for each issue of bonds, included certificates of obligation, described in the list below, at the rate stated opposite the description thereof, such rates being expressed in an amount per One Hundred ($100.00) Dollars of valuation of such property, the total of those respective levies being **$.173951** per One Hundred ($100.00) Dollars valuation of such property.

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

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

[SIGNATURE PAGE FOLLOWS.]

READ, PASSED AND ADOPTED ON SEPTEMBER 15, 2025.

_____

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

_____

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

DEVELOPMENT AGREEMENT
BETWEEN AND AMONG THE CITY OF IOWA COLONY, TEXAS; DPEG HERITAGE, LP; GREEN INK PROPERTIES LLC; AND MAJESTIC DEVELOPERS LLC

This Development Agreement (the "Agreement") is made and entered into as of September 15, 2025, by THE CITY OF IOWA COLONY, TEXAS (the "City"), a home rule municipality in Brazoria County, Texas, acting by and through its governing body the City Council of Iowa Colony, Texas; DPEG HERITAGE, LP, a Texas limited partnership ("DPEG"); Green Ink Properties LLC, a Texas limited liability company ("Green Ink"); and MAJESTIC DEVELOPERS LLC, a Texas limited liability company ("Majestic"). DPEG and Green Ink are collectively referred to as "Landowner".

RECITALS

WHEREAS, Landowner and Majestic own all of the approximately 39.83 acres described in the attached Exhibit "A" (the "Property"), which is currently located wholly within the extra-territorial jurisdiction ("ETJ") of the City, and which is anticipated to be annexed into the corporate limits of the City; and

WHEREAS, Landowner and Majestic are in the process of annexing the Property into the corporate limits of the City; and

WHEREAS, Majestic desires to develop a master planned single-family residential community within the Property; and

WHEREAS, Majestic's proposed development of the Property includes the construction of a public water system, public sewer system, public drainage system and public roads; and

WHEREAS, Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City; and

WHEREAS, City, Landowner and Majestic agree that the development of the Property can best proceed pursuant to a single development agreement; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property; and

WHEREAS, City, Landowner and Majestic are authorized to enter into this Agreement pursuant to Section 212.171 et seq of the Texas Local Government Code (the "Act"); and

WHEREAS, City, Landowner and Majestic are proceeding in reliance on the enforceability of this Agreement.

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

ARTICLE I
DEFINITIONS

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

City means the City of Iowa Colony, Texas.

City Council means the City Council of the City or any successor governing body.

City Development Ordinances means each and every ordinance adopted by the City regulating the development of land and/or building codes of any nature within the City's limits in effect as of the execution of this Agreement, as may be amended from time to time, including, without limitation, the City's major thoroughfare plan.

County means Brazoria County, Texas.

Developer means either Majestic or Landowner when it is engaged in Substantial Development Activities on the portion of the Property it owns. *Developers* means collectively Landowner and Majestic when both are acting as a Developer.

District means the proposed municipal utility district to be created to encompass the Property pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and operating under Chapters 49 and 54 of the Texas Water Code.

End-Buyer means any owner, tenant, user or occupant of any fully developed and improved lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County real property records.

General Plan means the Sunset Prairie Plan of Development attached as Exhibit "B".

HOA means a mandatory homeowners association to be created and having jurisdiction over all single-family residential homes.

Landowner means DPEG and Green Ink.

Party means individually, the City, Landowner or Majestic, and *"Parties"* means collectively, the City, Landowner and Majestic.

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

Substantial Development Activities means the subdivision of the Property or any portion thereof requiring a plat with the intent to sell to an End-Buyer or the construction of any improvements including but not limited to water, sewer, drainage facilities, parks, or roads.

System means the public water, sewer, drainage and road system constructed by the Developer to serve the Property. The term does not include the Water Plant or Wastewater Treatment Plant.

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

Water Plant means, initially, the City's water plant located at 9402 1/2 Bronze Shore Drive, Iowa Colony, Texas 77583, from which the City shall supply up to 50,400 gallons per day of water supply to serve the Property (i.e., 140 equivalent single-family connections at 360 gallons per day per connection). The term shall subsequently mean the water plant located on the same site, as expanded by the City in the future, or a new regional City water plant.

Wastewater Treatment Plant means, initially, the City's wastewater treatment plant located at 2401 County Road 57 from which the City shall provide up to 35,000 gallons per day of wastewater treatment capacity to serve the Property (i.e., 140 equivalent single-family connections at 250 gallons per day per connection). The term shall subsequently mean the City's currently under construction Northwest Regional Wastewater Treatment Plant.

ARTICLE II
GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a single- family residential community, including portions developed for commercial/retail uses. The land uses within the Property shall be typical of a single-family residential development with accompanying commercial/retail uses.

Section 2.02 Platting. Developer shall be required to plat any subdivision of the Property in accordance with the City Development Ordinances.

ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards; Development Quality; Fees.

(a) Except as may be specifically provided to the contrary in the terms of this Agreement, development of the Property shall comply with the City Development Ordinances.

(b) All fees to be paid to the City in relation to the development of the Property and the improvement thereof shall be the fees contained in the City's Development Ordinances then applicable to the Property.

Section 3.02 Single Family Residential Density.

(a) The Parties agree that development of the Property shall be in accordance with the requirements of this Agreement and the General Plan. The number of single-family residential

housing units within the Property shall be approximately one hundred three (103) units.

Section 3.03 Lot Size.

(a) The Parties agree that each single-family residential lot located within the Property will have a minimum fifty feet (50') width requirement (except knuckles, cul-de-sac and irregularly shaped lots) and that Developer shall not be required to develop a single-family residential lot having a width greater than fifty feet (50'). The minimum width requirement will apply at the building setback line. Development of any single-family residential lot having a smaller width shall require prior approval from the City.

Section 3.04 The System; General.

(a) The City shall provide capacity in the Water Plant and Wastewater Treatment Plant as provided herein to serve the Property. The System, including, without limitation, any offsite lines or facilities required to connect the System to the Water Plant and Wastewater Treatment Plant are the responsibility of the Developer. Developer will make provisions for public water distribution, wastewater collection, drainage services and public roads for the Property through public infrastructure to be provided by the Developer and/or District. The Developer and/or District shall be responsible for design and construction of the System, including connecting the system to the Water Plant and Wastewater Treatment Plant at points of connection to be determined by the City.

(b) Construction of the System shall be designed by engineers retained by the District. Plans for the System shall be subject to review and approval by the City. The District's engineer shall inspect the construction of the System constructed by Developer. The City shall be entitled to inspect construction of the System. Developer shall notify the City in writing in advance of when substantial completion of a phase is nearing, in order to assist the City in scheduling any final inspection by the City.

(c) Developer shall not be required by the City to oversize any public water, sewer or drainage systems or roads that are constructed to serve the Property to serve any areas outside of the Property; provided; however, the City and a Developer may agree to oversizing such additional facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that such Developer shall neither incur nor pay any costs related to the oversizing. Compliance with minimum design criteria of the City shall not be deemed oversizing.

(d) All water and sanitary sewer lines must be placed within the public right-of-way, general utility easements, or non-exclusive water and/or sewer easements granted to the City and its assigns, as found on the recorded plat approved by the City or by separate recorded instruments. All components of the System shall be conveyed to the City for ownership and operation as provided herein; provided, however, the City shall not accept conveyance of any detention/retention ponds.

Section 3.05 Water Supply Facilities.

(a) The parties acknowledge that Brazoria County Municipal Utility District No. 31

("MUD 31") is currently undertaking the expansion of the Water Plant by adding an additional water well, which is anticipated to be complete by August 2026 ("MUD 31 Expansion"). Capacity in the Water Plant, including without limitation the MUD 31 Expansion, is contractually reserved to serve development within MUD 31 and Brazoria County Municipal Utility District No. 32 ("MUD 32"); however, as the capacity is not immediately needed to serve development in such districts, the City will initially provide water to serve the Property from such facility until such time as the City completes its own future expansion of the Water Plant or proceeds with the construction of a new regional water plant.

Upon completion of MUD 31 Expansion, and not sooner, the City agrees to supply from the Water Plant up to 50,400 gallons per day of potable water supply to serve the Property (i.e., 140 equivalent single-family connections at 360 gallons per day per connection).

(b) Upon completion of the construction of each phase of the water supply and conveyance system to serve a portion of the Property, the Developer or District shall convey such facilities to the City free and clear of any and all liens and encumbrances and including any and all existing warranties. Upon the City's acceptance of same, the City (i) shall provide water supply services under terms identical to all other similar customers located within the corporate limits of the City, (ii) the City shall be solely responsible for the operation and maintenance of such assumed facilities, and (iii) the City shall be entitled to all revenues from the providing of such facilities and services.

Section 3.06 Wastewater Collection and Treatment Facilities.

(a) The City agrees to supply from the Wastewater Treatment Plant up to 50,400 gallons per day of wastewater treatment capacity to serve the Property (i.e., 140 equivalent single-family connections at 250 gallons per day per connection). The parties acknowledge that capacity in the Wastewater Treatment Plant is contractually reserved to serve development within MUD 31 and MUD 32; however, as the capacity is not immediately needed to serve development in such districts, the City will initially provide wastewater services to serve the Property from such facility until such time as the City completes construction of the new Northwest Regional Wastewater Treatment Plant, anticipated to be completed in the first quarter of 2027.

(b) Upon completion of the construction of each phase of the wastewater collection and conveyance system to serve a portion of the Property, the Developer or District shall convey such facilities to the City free and clear of any and all liens and encumbrances and including any and all existing warranties. Upon the City's acceptance of same, the City (i) shall provide wastewater collection and treatment services under terms identical to all other similar customers located within the corporate limits of the City, (ii) the City shall be solely responsible for the operation and maintenance of such assumed facilities, and (iii) the City shall be entitled to all revenues from the providing of such facilities and services.

Section 3.07 Drainage. Drainage from the Property shall connect to existing City drainage infrastructure at points of connection determined by the City. Unless otherwise agreed by the City, the District or HOA shall be responsible for the maintenance of the detention facilities constructed to serve the Property. In the event the District assumes responsibility for maintenance of the

detention ponds, the District and HOA shall enter into an agreement providing that upon dissolution of the District the HOA shall assume such responsibility. Upon the City's request, the District shall provide the City with a copy of the binding agreement between the District and HOA requiring the HOA to assume ownership and operation of the detention/retention facilities serving the District upon dissolution of the District.

Section 3.08 Open Space, Landscaping, and Recreational Facilities.

(a) Developer shall comply with City parkland dedication requirements as set forth in the City Development Ordinances.

(b) Developer hereby agrees to construct at least one amenity center within the Property, which may include varying features such as, but not limited to, splash pads, parks, or other recreational spaces. Fenced portions of the amenity center shall be open only to members of the HOA. Those areas not fenced shall be open to all members of the public. The HOA or District shall maintain the amenity center and related open spaces.

Section 3.09 Private Improvements/City Inspections.

(a) Houses, buildings and other private improvements within the Property shall be constructed in accordance with the City Development Ordinances.

(b) Construction of houses and buildings within the Property will be permitted by the City in accordance with the City Development Ordinances at the time permit applications are submitted to the City. All structures will be inspected by the City's building code inspector (or a third-party inspector hired by the City) in accordance with City Development Ordinances at the time the permit applications are submitted to the City.

Section 3.10 HOA. All single-family residential homes located within the Property shall be required to be within the jurisdiction of a homeowners association, which shall (i) collect mandatory fees, (ii) provide for the enforcement of deed restrictions encompassing such portion of the Property, (iii) maintain the open space (unless such open space is maintained by the District), and (iv) operate and maintain detention/retention facilities serving the Property upon dissolution of the District.

Section 3.11 Water Impact Fees. Developer shall be responsible for paying impact fees to the City for potable water supply capacity in accordance with the City's impact fee ordinance, as amended from time to time.

Section 3.12 Wastewater Impact Fees. Developer shall be responsible for paying impact fees to the City for wastewater collection and treatment capacity in accordance with the City's impact fee ordinance, as amended from time to time.

Section 3.13 Fire Protection Services. A portion of the Property is located in Brazoria County Emergency Services District No. 3 ("ESD"), a taxing authority that provides fire protection services to the Property. Developers agree to petition the ESD to include within its boundaries any portion of the Property not currently in the ESD's boundaries. In the event, such portion of the

Property is not annexed into ESD, the District shall enter into an agreement with ESD for the providing of fire and emergency medical services to the portion of District located outside the boundaries of ESD and pursue approval thereof in accordance with the provisions of the Texas Water Code, Section 49.353.

Section 3.14 End Buyers. End-Buyers shall have no liability for the failure of a Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable), land use restrictions applicable to the use of their tract or lot, and any applicable ordinances.

Section 3.15 Cedar Rapids Parkway.

(a) Cedar Rapids Parkway currently consists of a 20-foot-wide undivided roadway with roadside ditches within a 60-foot right-of-way (the ultimate right-of-way will be 120 feet). Cedar Rapids will be replaced with a 25-foot undivided concrete roadway from the tie-in at Sterling Lakes West to the Brazoria County line except where the roadway increases to accommodate the right turn lanes and left turn lanes proposed in the approved traffic impact analysis.

(b) In accordance with the City Development Ordinances, the Developer is required to dedicate the right-of-way necessary for and expand a half boulevard section (two lanes) of Cedar Rapids located adjacent to the Property for a distance of approximately 1,318 linear feet, as generally depicted in Exhibit "C" attached hereto (the "Expansion Work").

(c) In lieu of Developer performing the Expansion Work, and in an effort to allow the City to undertake a more wholistic project for the expansion of Cedar Rapids Parkway in the future, as opposed to piecemeal expansions, the City and Developer hereby agree that the Developer will pay to the City a contribution in lieu of construction in the amount reasonably determined by the City, based on the City Engineer's opinion of probable costs, as estimated on Exhibit "C", necessary for the City to cause the Expansion Work to be constructed (the "Contribution"). The Contribution to the City shall be due at the time of the first plat recordation for development of all or a portion of the Property. The City shall hold such funds for the Expansion Work, which the City shall hold until such time as the City awards a contract for a regional improvement to Cedar Rapids Parkway, including, without limitation, the Expansion Work. The Contribution to be paid by Developer shall be a fixed amount, regardless of whether the actual cost incurred by the City to complete the Expansion Work is ultimately more or less than the amount of the Contribution.

ARTICLE IV
PROVISIONS FOR THE DISTRICT

Section 4.01 Consent to Creation of the District. The City agrees to consent to the creation of the District.

Section 4.02 Annexation of the Property within the City. Prior to the creation of the District by the TCEQ, Landowner and Majestic shall petition the City and voluntarily annex all of the Property into the corporate limits of the City. The City shall annex the Property into the corporate limits of the City prior to the creation of the District.

Section 4.03 Voter Homes. Notwithstanding any other provision of this Agreement to the contrary, manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or confirmation of the District or to join the ESD (including, without limitation, providing qualified voters within the District). The Developer will notify the City of the location and address of each manufactured home no less than thirty (30) days before the home is occupied. Such manufactured homes may be served by private wells and septic systems and without platting, notwithstanding any City Development Ordinance to the contrary. The Developers must remove any voter trailers, private wells and septic systems on the Property within three months after the 50th house on the Property is occupied, unless the City Manager approves an extension to this deadline.

Section 4.04 Construction Trailers. Construction trailers will be allowed within the Property, provided no residents reside within these trailers.

Section 4.05 Joinder by the District. No later than sixty (60) days after creation of the District is confirmed by District voters, the District shall execute the attached District Joinder and become a Party hereto.

ARTICLE V
INTENTIONALLY DELETED

ARTICLE VI
PROVISIONS FOR DEVELOPERS/LANDOWNERS

Section 6.01 Vested Rights. The parties agree that this Agreement constitutes a permit for purposes of Chapter 245, Texas Local Government Code, and that the Effective Date will be the date used for purposes of Chapter 245, specifically the date defined in Section 245.002(a).

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Each Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developers' Right to Continue Development. The City and Developers hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, a Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of a Developer hereunder applicable to the portion of the Property purchased by such Person. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable

for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developers as set forth in Section 7.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

Section 6.04 Disclosures to Landowner. The City makes the following disclosures to the Landowner:

(a) The Landowner is not required to enter into this Agreement.

(b) The City is authorized to annex the Property under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.

(c) This subsection is a plain-language description of the annexation procedures applicable to the Property.

1. The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner rejects that offer. The City must enter into a municipal service agreement with the Landowner. 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.

2. The annexation of the public roads in the annexation area is authorized by Subchapter 43, C-1 of the Texas Local Government Code, and the procedures for annexation of the roads are similar to the procedures stated above, except that no offer of a non-annexation development agreement is required. Two public hearings rather than one are required. A municipal service plan rather than an agreement is required. The annexation of the roads may not be completed immediately upon the completion of the second public hearing.

3. The procedures for this annexation require the Landowner's consent.

4. This Agreement, if accepted by the Landowner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

ARTICLE VII
MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that a Developer follow the development plans as set out in the General Plan with respect to the Property. The Parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement by Developer. By way of example, a substantial deviation from the General Plan would be:

1. A Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of modification or amendment to the General Plan, to the extent required by City Development Ordinances; or

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

(b) The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, court order, drought, or other imminent public health and safety reasons which are generally applicable to land and development activities in the City;

2. An attempt by the City to enforce any City ordinance within the Property that directly conflicts with the terms and conditions of this Agreement;

3. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

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

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

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

(b) Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to such Developer, if requested, any records, documents or other information necessary to make the determination without charge.

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

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and

in accordance with a schedule reasonably satisfactory to Developer, then such Developer may take any appropriate action to enforce this agreement at law or in equity. Nothing herein shall be deemed a waiver of sovereign immunity by the City.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Brazoria County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer), to the extent allowed by law.

(b) In the event of a determination by Developer that the City has committed a material breach of this Agreement, Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer, to the extent allowed by law.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

ARTICLE VIII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City, Landowner, Majestic, Landowner's successors and assigns, and Majestic's successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future Developers and other Landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) may be recorded in the County real property records. This Agreement or a memorandum of this Agreement, when recorded, shall be binding upon the Parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Except as set forth in this Section 8.01, this Agreement shall not be construed to confer any rights upon any third party.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate twenty-five (25) years from the Effective Date.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the Parties, the Parties shall promptly execute and file of record, in the County real property records,

a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after twenty-five (25) years from the Effective Date, the City may file in the County real property records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Landowner/Developer. Any person who acquires the Property or any portion of the Property, but except for an End-Buyer whose liability is defined above, shall take the Property or portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon a Developer, its successors and assigns, as provided in Section 8.01 above; provided, however, notwithstanding anything to the contrary herein, a Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become a Developer for purposes of this Agreement and notice is sent by such Developer to the City, and further provided that the City consents to such assignment in writing. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End- Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the Parties hereto whose rights and liabilities under this Agreement are affected by such amendment. Subject to Section 8.04, in the event Landowner or Majestic sells any portion of the Property, it may, but is not required to, assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee, Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: Office of the City Manager
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

rhemminger@iowacolonytx.gov

With Copy to: City of Iowa Colony
City Secretary
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583
kroser@iowacolonytx.gov

Majestic/Landowner: Majestic Developers LLC
Attn: Alex Staten
1650 S Hwy 6, Suite 120
Sugar Land, TX 77478
alex@majesticdev.com

With copy: Quadros, Migl & Crosby PLLC
Attn: Colleen Migl
509 Branard Street
Houston, Texas 77006
cmigl@qmclaw.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of the provisions listed under Article VII of this Agreement.

Section 9.03 Severability by Court Action. Unless the court applies Section 9.04, if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.04 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.05 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.06 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 9.07 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.08 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.09 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section. 9.10 Effect of State. Federal, and Local Laws. Notwithstanding any other provision of this Agreement, Developer shall comply with all applicable statutes or regulations of the United States and the State of Texas.

Section 9.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entity.

Section 9.12 Recordation. At such time as the Property is purchased by Developer, Developer shall record this Agreement in the real property records of Brazoria County and provide a copy thereof to the City.

Sectlon 9.13 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, COVID-19, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or

accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.14 Anti-Boycott Verifications. By signing and entering inti this Agreement, Developer and Landowner hereby verify that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner and Developer understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner and/or Developer and exists to make a profit.

Section 9.15 Iran, Sudan and Foreign Terrorist Organizations. Developer and Landowner represent that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner and Developer understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and/or Developer and exists to make a profit.

Section 9.16 Chapter 2274-Anti-Boycott of Energy Companies Verification. By signing and entering into this Agreement, Developer and Landowner verify, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislative, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate or those entities or business

associations, that exist to make a profit, but does not include a sole proprietorship.

Section 9.17 Chapter 2274 - Anti-Boycott of Firearm Entities. By signing and entering into this Agreement, Developer and Landowner verify pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF IOWA COLONY:

By: _____
_____ Mayor

Date: _____

ATTEST

By: _____
_____City Secretary

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____day of _____, 2025, by _____ Mayor of the City Iowa Colony, Texas, and _____City Secretary of the City of Iowa Colony, Texas.

_____
Notary Public, State of Texas

[Official Notary Stamp]

LANDOWNER:

Green Ink Properties LLC,
a Texas limited liability company

By: _____
Tika So, Manager

STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Tika So, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of Green Ink Properties, LLC, a Texas limited liability company, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas

My Commission Expires: _____
Notary ID No.: _____

LANDOWNER:

DPEG Heritage, LP,
a Texas limited partnership

By: DPEG Heritage GP, LLC,
a Texas limited liability company
its General Partner

By: _____
Santosh Cividi, Manager

STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Santosh Cividi, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of DPEG Heritage GP, LLC, a Texas limited liability company, General Partner of DPEG Heritage, LP, a Texas limited partnership, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas

My Commission Expires: _____
Notary ID No.: _____

MAJESTIC:

Majestic Developers LLC,
a Texas limited liability company

By: _____
Santosh Cividi, Manager

STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Santosh Cividi, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of Majestic Developers LLC, a Texas limited liability company, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas

My Commission Expires: _____
Notary ID No.: _____

DISTRICT JOINDER

Brazoria County Municipal Utility District No. ___ ("District") hereby represents that the voters within the District have confirmed creation of the District and the District does hereby become a party to the attached Agreement as provided in Section 4.05, effective the date below.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By _____
Name _____
Its:_____
Date: _____

Exhibits:

A The Property

B General Plan

C Cedar Rapids Parkway

Exhibit A
Property

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), AND NINE (9), IN BLOCK ONE (1), OF COLONY ESTATES PHASE 1 AS RECORDED IN CLERK'S FILE NO. 2005044763 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

Sunset Prairie Plan of Development

Submitted to:

The City of Iowa Colony

February 2025

Prepared for:

Majestic Development

Prepared by:

META
PLANNING + DESIGN

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Plan of Development

I. INTRODUCTION

A. Summary

The Planned Unit Development District establishes comprehensive guidance and regulations for the 39.83 Ac. Sunset Prairie Development (the "Project"). The Project is comprised of approximately 39.83 acres of privately owned land that is within unincorporated Brazoria County and the extraterritorial jurisdiction (ETJ) of the City of Iowa Colony.

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

B. Purpose of the Project

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

C. Project Location

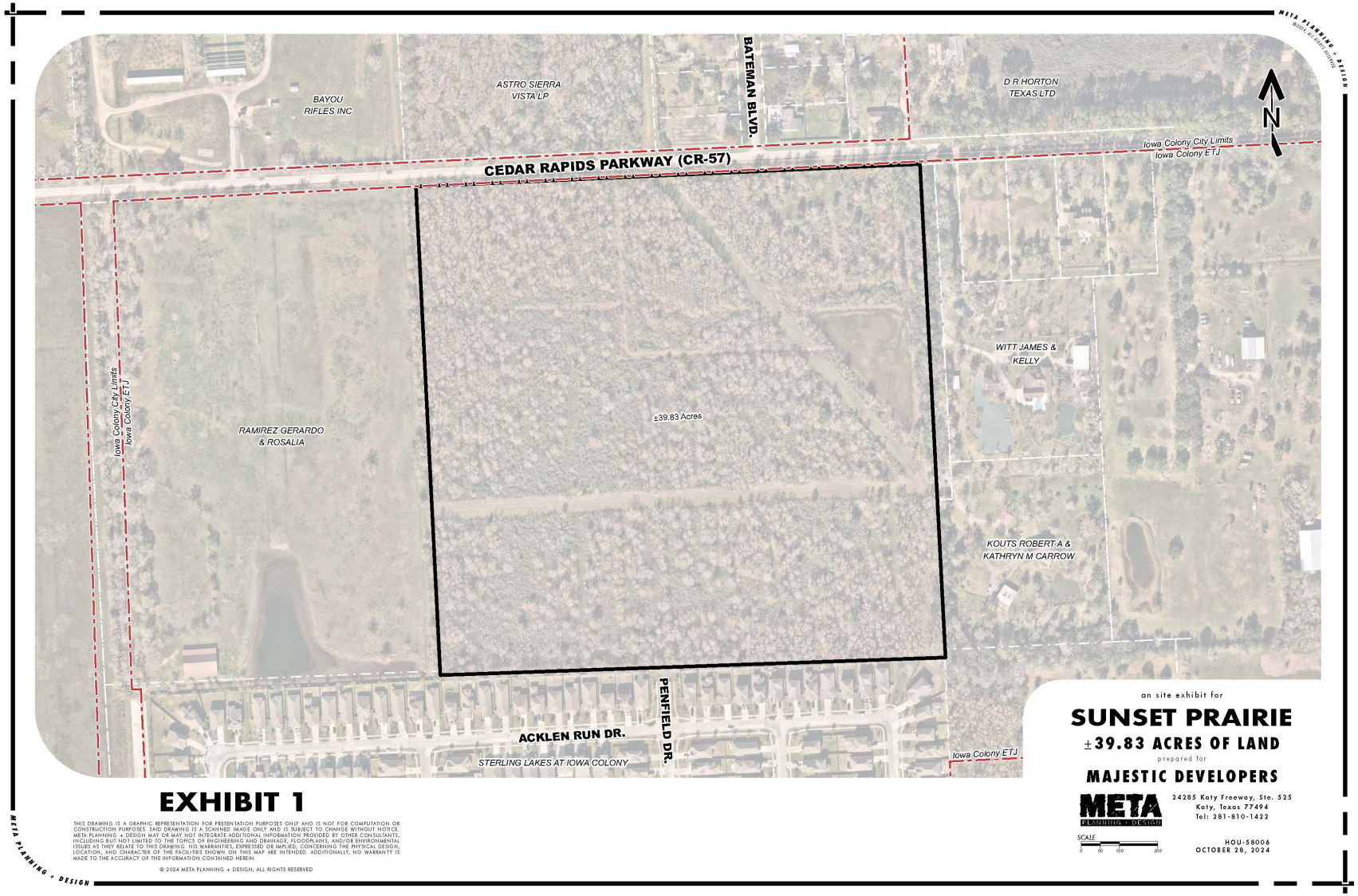
The Project is located south of Cedar Rapids Parkway in Brazoria County, north of County Road 56, between State Highway 288 on the east and FM 521 on the west.

D. Surrounding Land Use

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

E. Existing Site Conditions

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


BAYOU RIFLES INC
ASTRO SIERRA VISTA LP
BATEMAN BLVD.
D R HORTON TEXAS LTD
N
Iowa Colony City Limits
Iowa Colony ETJ
CEDAR RAPIDS PARKWAY (CR-57)
WITT JAMES & KELLY
Iowa Colony City Limits
Iowa Colony ETJ
±39.83 Acres
RAMIREZ GERARDO & ROSALIA
KOUTS ROBERT A & KATHRYN M CARROW
PENFIELD DR.
ACKLEN RUN DR.
STERLING LAKES AT IOWA COLONY
Iowa Colony ETJ
an site exhibit for
SUNSET PRAIRIE
±39.83 ACRES OF LAND
prepared for
MAJESTIC DEVELOPERS
META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422
SCALE
0 50 100 200
HOU-58006
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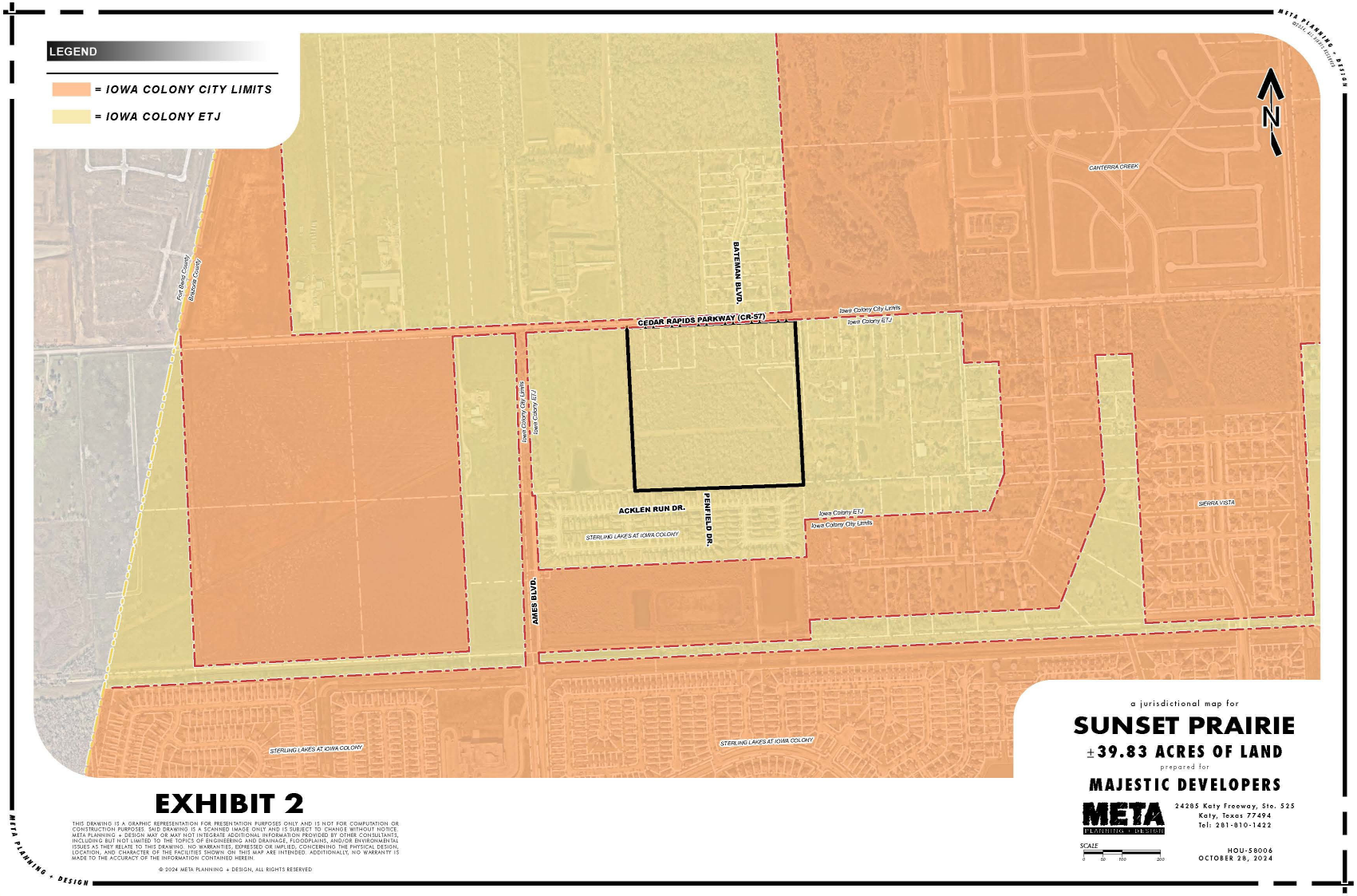


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Plan of Development

II. DEVELOPMENT PLAN

A. Purpose & Intent

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

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

B. Goals & Objectives

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

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

1. Establish a Strong Community Character

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

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

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

2. Increase Availability of Housing

Increasing the availability of affordable housing throughout the region can stimulate economic growth and promote a diverse community with residents from various socioeconomic backgrounds. Establishing a well-balanced population is essential for the long-term sustainability of the Project, enhancing both the social and economic fabric of the community. This diversity will not only strengthen Iowa Colony but also contribute to a vibrant and inclusive environment that benefits all residents.

3. Ensure Quality Development

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

4. Optimized Site Layout

The goal is to design a highly efficient and well-organized site layout that maximizes the use of each residential lot while also integrating strategically placed commercial spaces within the development. This strategic planning to enhance the functionality and visual appeal of the development, ensuring that residential areas are harmoniously situated with any commercial components. The layout should facilitate convenient access to commercial amenities, such as local shops or services, without disrupting the residential character. By utilizing flexible zoning and design standards, the development can offer a balanced mix of residential and commercial uses that serve the needs of the community while maintaining aesthetic and functional cohesion.

5.Enhanced Open Space Utilization

A key objective is to incorporate and optimize open spaces within the development to benefit both residential and commercial areas. The PUD should allocate areas for parks and green spaces that are accessible to all residents and complement any commercial spaces. These open areas should be designed to enhance the overall quality of life, provide opportunities for leisure and social interaction, and support a vibrant community atmosphere. Thoughtful integration of open space around commercial areas can create inviting environments for both residents and visitors, contributing to a more dynamic and appealing development.

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

C. Zoning/Land Use Plan

1. Proposed Uses & Densities

Successful communities offer a diverse range of housing stock options that meet the needs of the market. Greater access to open space, combined with the variety of uses and housing type attracts residents from all stages of life. The proposed land uses will help to achieve a variety of land uses in order to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

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

Traditional Single Family Residential - The Traditional Single-Family Residential category (TSFR) is intended for the development of detached, single family dwelling units. The lot size within the Traditional Single-Family Residential category must have a minimum lot width of 50-feet and a minimum square footage of 6,000.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along Cedar Rapids Parkway

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

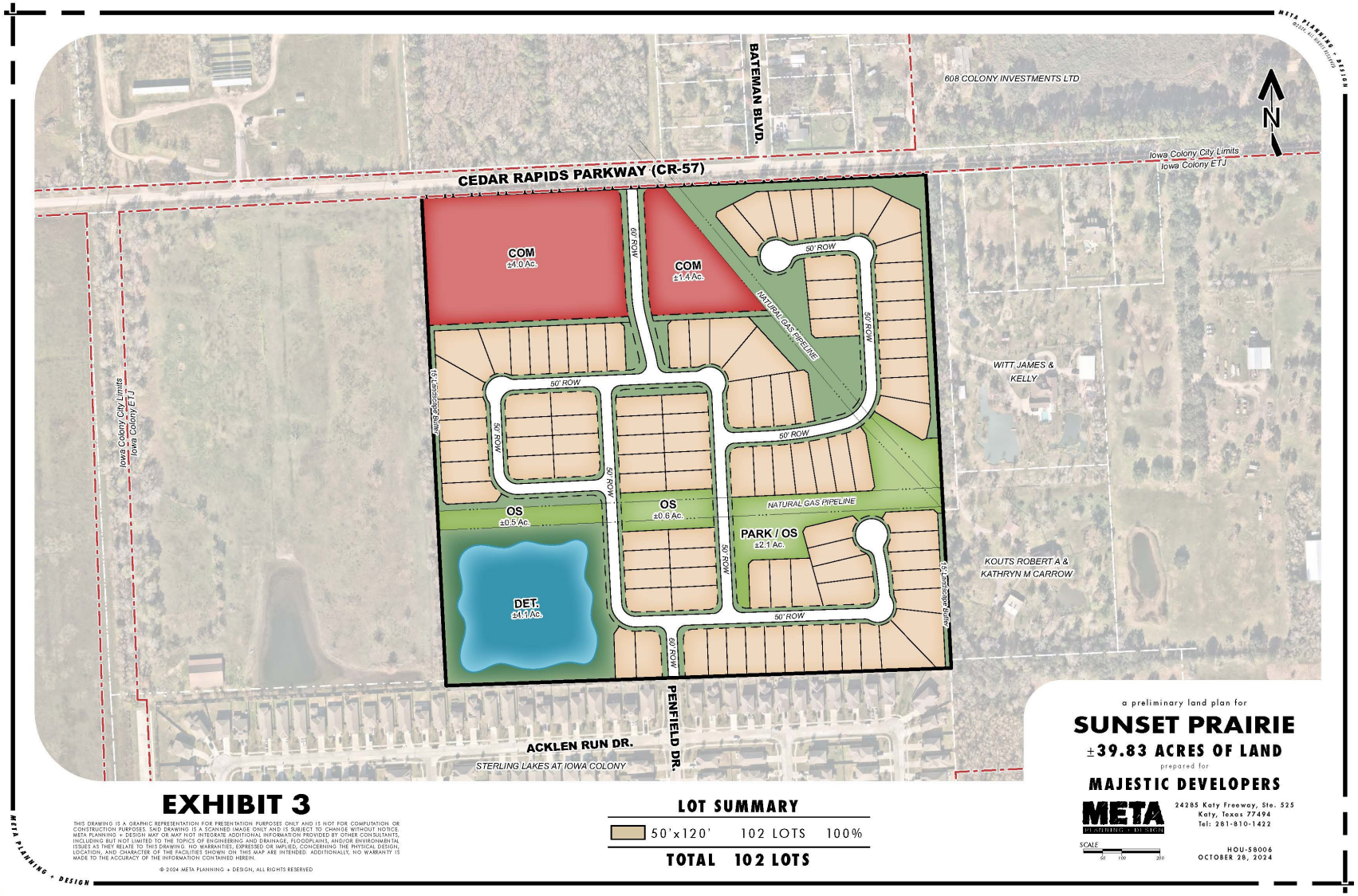
Land uses may be relocated within the boundaries of the Plan of Development, provided they are in compliance with the overall Plan of Development. The city will be notified of any changes to the Preliminary Land Use Plan. However, the total Parks and Open Space may not decrease more than ten (10) percent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

D. Benefits to the City of Iowa Colony

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

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

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


BATEMAN BLVD.
608 COLONY INVESTMENTS LTD
CEDAR RAPIDS PARKWAY (CR-57)
Iowa Colony City Limits
Iowa Colony ETJ
N
COM
±4.0 Ac.
COM
±1.4 Ac.
60' ROW
50' ROW
NATURAL GAS PIPELINE
15' Landscape Buffer
WITT, JAMES & KELLY
OS
±0.5 Ac.
OS
±0.6 Ac.
PARK / OS
±2.1 Ac.
DET.
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KOUTS ROBERT A & KATHRYN M CARROW
PENFIELD DR.
ACKLEN RUN DR.
STERLING LAKES AT IOWA COLONY
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LOT SUMMARY
50'x120' 102 LOTS 100%
TOTAL 102 LOTS

E. Transportation

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

1. Existing Access Circle

The Project lies along Cedar Rapids Parkway as its northern boundary. The project will take primary access from Cedar Rapids Parkway and will have a back door connection to accommodate emergency services that will take access from an existing subdivision road, Penfield Drive, along the southern boundary.

2. Street Hierarchy

The street system within the 39.83-acre Sunset Prairie Development will consist exclusively of local streets. The primary objective of this design is to create a network of streets that are appropriately scaled for the land uses they support, while effectively channeling vehicular traffic to Cedar Rapids Parkway, which is a major thoroughfare within Brazoria County. This approach aims to minimize any potential negative impact on the residential neighborhood and adjacent properties. Below is an overview of the local streets anticipated for implementation within the Sunset Prairie Development:

Local Streets- Local Streets are designed to provide direct access to residential lots. Each Local Street will feature a 10-foot public utility easement on both sides of the right-of-way, with the right-of-way itself being 50 feet wide.

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

Streets within the Project shall conform to the City of Iowa Colony Engineering Design Criteria Manual (EDCM) except as identified in the following standards:

TABLE 1
Section 6.3.1: Minimum Right-of-Way Width & Paving Sections

	Minimum Right-of- Way Width	**Standard Paving Section (Measured from back of curb to back of curb)**
Local Street	50 feet	28 feet
Neighborhood Collector	60 feet	28 feet

1) Where the local street right-of-way is fifty feet (50') in width there shall be a 10' public utility easement on both sides of the right-of-way.

4. Street Design Criteria

Streets within the project shall conform to the EDCM and Iowa Colony Subdivision Ordinance except as identified in the following standards:

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

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

In no case shall cul-de-sacs exceed 1,050 feet in length.

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

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

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

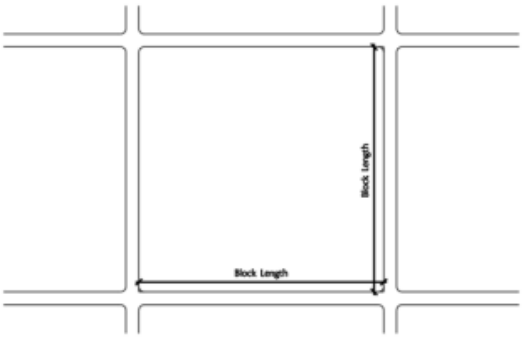
Curves: Curves along major thoroughfares shall be designed to meet or exceed minimum AASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along local streets shall have a minimum centerline radius of 100 feet, with the exception of corner or L-Type turns, which shall have a minimum radius of 50 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet.

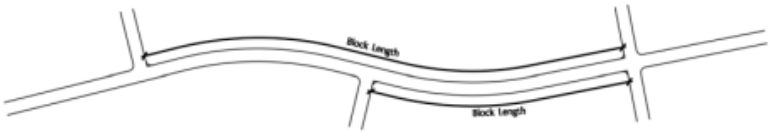
Block Length: The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

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

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



Traditional Block Length Measurement



Curvilinear Block Length Measurement

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

Points of Access: The development as a whole will consist of two points of access. One point is access from major throughfare Cedar Rapids Parkway. Parking along the entry street shall be prohibited.

The Project, regardless of the number of lots, will require a maximum of two points of access for emergency protection access as illustrated in the Preliminary Land Plan.

Lot Frontage: Each single-family residential unit shall have frontage on a local street and or common area.

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

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

5. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 2 Sidewalk Requirements	
Street Type	**Minimum Requirement**
Major Thoroughfare	5-foot sidewalks are required and shall be provided in or near the southern right-of-way of the major thoroughfare by developer.
Local Street	5-foot sidewalks shall be provided on both sides of the street

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

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

6. Traffic Signalization

A Traffic Impact Analysis will be required to determine if traffic signals are warranted. If it is determined that a signalized intersection is warranted according to the Engineering Design Criteria Manual, the Developer shall contribute their pro-rata share of the cost for the traffic signals at the affected intersection, with the City covering the remaining portion. If a traffic signal is not warranted, the Developer shall have no obligation to fund, design, or construct for that intersection.

F. Parks, Open Space & Trails

1. Parks & Open Space

The City of Iowa Colony Zoning Ordinance for planned unit development regulations require that one acre per each 54 dwelling units be dedicated to parkland and 150 square feet of compensating open space (COS) be provided per single-family residential lot between 6,000-6,599 square feet. Based on a total unit count of 102 units, the projected requirement for the Project is 1.899 acres of parkland and 15,300 square feet of compensating open space (COS).

Approximately 3.30 acres of land within the Project is planned to be designated as parkland open space, as shown in Exhibit 3, and will include a neighborhood park, pipeline easements corridors, detention basins, and landscape and open space networks. The parks requirement will be fulfilled with the implementation of the Parks and Open Space Plan (Exhibit 4). All land which is dedicated for the purpose of fulfilling

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

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

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

Parks will be owned and maintained by the Homeowner's Association. All parks and open space areas will allow general public use. The trail system around and through the community will be accessible to the public along with any improvements to detention areas or other open space. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of the Project moves forward. The parkland and compensating open space requirements won't apply to individual sections, provided the overall project meets the Parks and Open Space plan.

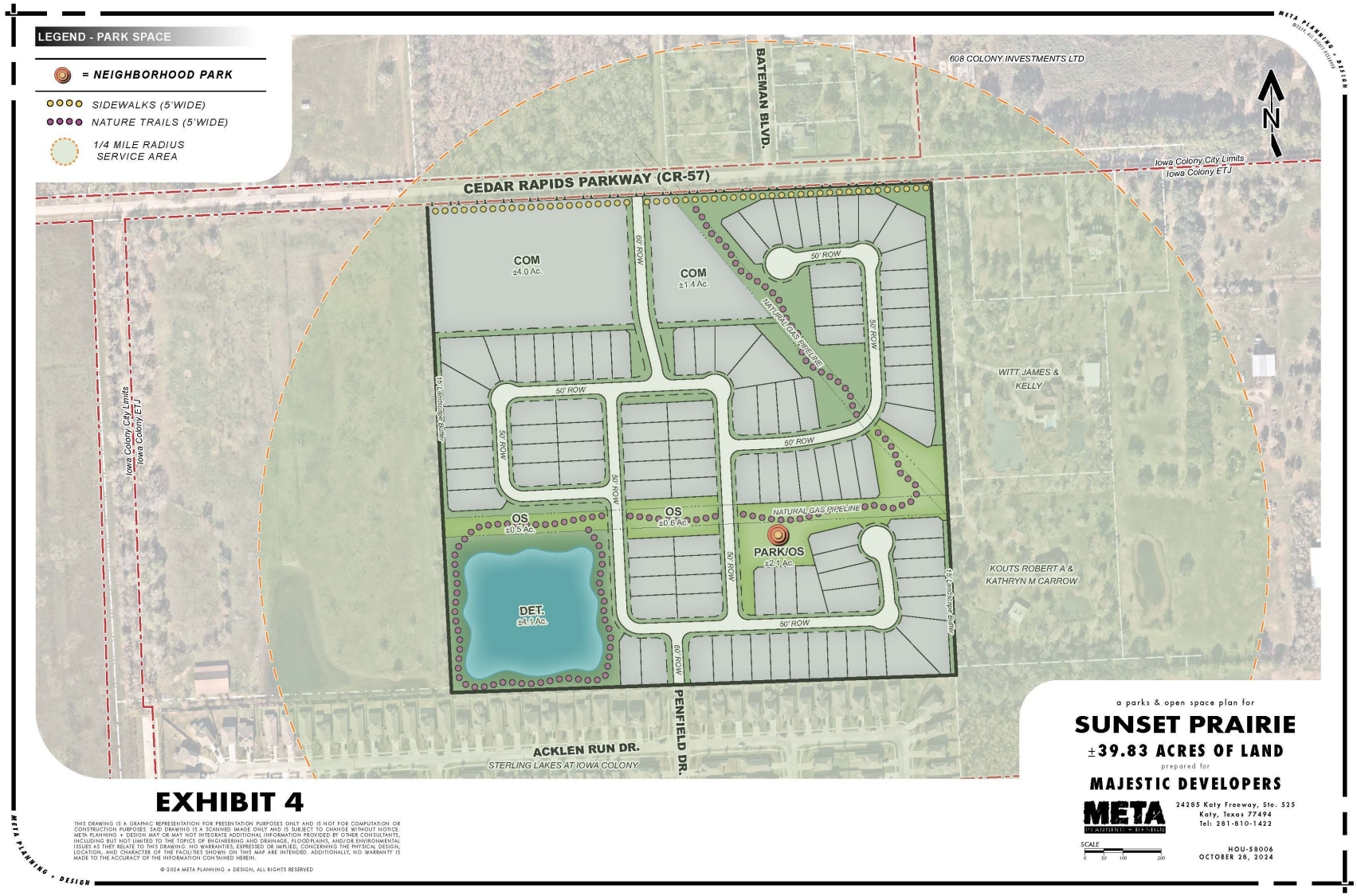
2. Trails

In addition to the required street sidewalks, the Project will feature a trail system that will extend throughout the community providing access through the park and open space. This system may be comprised of both paved and unpaved trails and will be linked to the required sidewalks throughout the community. The trail system within the Project will be maintained by the Homeowner's Association.

3. Tree Preservation

The subject property is largely agricultural fields with few areas being partially wooded. Of these wooded areas, the majority of the vegetation appears to be new growth trees and brushes, with none appearing to be significantly sized shade trees or being of any cultural significance that would cause any existing trees on the property to be designated as protected trees under the City's tree preservation guidelines.

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


LEGEND - PARK SPACE
= NEIGHBORHOOD PARK
SIDEWALKS (5'WIDE)
NATURE TRAILS (5'WIDE)
1/4 MILE RADIUS SERVICE AREA
BATEMAN BLVD.
608 COLONY INVESTMENTS LTD
CEDAR RAPIDS PARKWAY (CR-57)
Iowa Colony City Limits
Iowa Colony ETJ
COM ±4.0 Ac.
COM ±1.4 Ac.
OS ±0.5 Ac.
OS ±0.6 Ac.
PARK/OS ±2.1 Ac.
DET. ±4.1 Ac.
50' ROW
60' ROW
NATURAL GAS PIPELINE
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G. Infrastructure

1. Water and Wastewater

Water and wastewater services will be provided by the City of Iowa Colony.

2. Storm Drainage & Detention System

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

3. Flood Plain Management

No portion of the tract lies within a defined floodplain by the FEMA FIRM maps. Any development proposed in the floodplain will meet FEMA and the Floodplain Administrator's design criteria for development within the floodplain.

4. Other Utilities

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

5. Schools

The Project is located within the Alvin Independent School District.

6. Homeowner's Association & Architectural Review Committee

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

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

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

Plan of Development

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

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

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

B. General Provisions

1. Applicability

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

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

This Plan of Development may be amended by the same procedure as it was adopted, by ordinance, if the change is deemed substantial. Changes to the Plan of Development that are not substantial do not need City Council approval, and the City's Designated Official is hereby authorized to approve changes to or approval by the Planning and Zoning commission. Each amendment shall include all sections or portions of the Plan of Development that are affected by the change.

2. Additional Uses

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

3. Non-Conforming Land Uses

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

- No non-conforming use shall be enlarged, increased, or extended to occupy a greater area of land than was originally occupied at the date of adoption of this Plan of Development.

- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.

- If any non-conforming use ceases for a period of more than 180 days, any subsequent use of the land shall conform to the regulations established by this Plan of Development.

- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this Plan of Development.

4. Non-Conforming Structures

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

- No non-conforming structure shall be enlarged, increased or extended beyond its size at the date of adoption of this Plan of Development.

- In the event that any non-conforming structure or non-conforming portion of a structure is destroyed by any means to an extent of more than 50 percent of its replacement cost, based on the current assessed value, at the time of destruction it shall not be reconstructed except in conformity with the regulations established by this Plan of Development.

- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.

5. Existing Utilities

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

6. Pipelines

Pipeline safety and environmental regulation have generally focused on (a) the design, operation, and maintenance of pipelines and (b) incident response.

7. General Development Plan

A general development plan illustrating all contiguous property under one ownership or under common control or legal interest shall be submitted for approval of the Planning

Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

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

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

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

8. Mass Grading & Construction of Detention

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

9. Temporary Uses

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

- Sales office
- Construction office
- Construction/storage yards

- Construction roads
- Fencing
- Water pumps and ponds

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

10. Design Guidelines

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

11. Lighting

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

12. Screening and Fencing

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

13. Architectural Standards

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

C. Development Standards

1. Traditional Single Family Residential (TSFR)

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

Permitted uses: Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 6,000 square feet

Minimum Lot width: 50 feet at the building setback line

Minimum Setbacks:

Front: 20 feet*

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

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

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

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

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

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

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

Minimum Pipeline* Setbacks:

Measured from Pipeline: 20 feet

Measured from Easement: 0 feet

*This applies to all pipelines as defined in Chapter 28-2 Iowa Colony Code of Ordinances

2. Commercial (C)

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

Permitted uses:

Abstract or title company

Advertising agency

Antique store

Art gallery

Arts and crafts store

Automobile repair, minor, no outside work or storage

Bakery

Banks and financial institutions, including drive-through and outdoor ATM facilities

Barber or beauty shop

Bookstore

Cafeteria

Candy store

Catering

Cellular phone sales and repair store

Childcare facilities

Clothing store (no re-used clothing)

Collection agency

Computer sales and repair store

Community centers

Convenience store with or without gasoline, liquor or beer and wine sales

Dance studio

Delivery service

Dental clinic

Department store

Drafting service

Drug store, with or without liquor or beer and wine sales

Dry cleaning storefront, but not dry-cleaning plant

Electronic sales and repair store

Entry features & monuments

Filling station or service station, including oil change and inspection services

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Hotels

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

Locksmith

Medical clinic

Medical supply store

Minor utilities

Mixed uses

Mortgage company

Motion picture theater, with or without food service, but not drive-in theater

Musical instrument store

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Personal services

Pharmacy

Professional office

Public Facilities

Public safety site

Radio sales and repair

Radio studio (excluding tower)

Record and tape store

Recreational Facilities

Religious assembly

Restaurants and taverns, with or without drive-through facilities

Shoe store and repair shop

Sporting goods store

Studio (art, music or photo)

Taxidermist

Tailor

Temporary uses

Toy store

Travel agency

Tree farms

Video arcade

Non-Permitted uses: Auction

Billboards

Cemeteries

Feed store

Kennel (commercial)

Massage parlors

Pawn shop

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

Sexually oriented businesses

Storage warehouse

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 10 feet

Corner: 10 feet

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

Setbacks for commercial land uses will be considered minimum setbacks and allow for the siting of commercial structures anywhere within the unbounded, developable area of said tract.

Maximum Building Height: Thirty-eight (38) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Marshal.

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

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

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

3. Parks & Open Space (P-OS)

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

Permitted uses:	Community centers
	Drainage ponds and channels
	Drill site
	Entry features & monuments
	Institutional uses
	Landscape reserves
	Minor utilities
	Open space
	Parks
	Pipeline easements
	Public facilities, excluding major utilities
	Recreational facilities
	Temporary uses
	Tree farms
Minimum Lot Area:	None
Minimum Lot width:	None

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Minimum Lot depth: None

Minimum Setbacks:

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

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

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

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

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

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6. Parking

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

TABLE 3 **Parking Requirements**	
Land Use	Maximum Requirement
Single family residential	2 enclosed spaces per unit
Office (non-medical)	1 space per 250 square feet of gross floor area
Medical office	4 spaces per 1000 square feet of gross floor area
Retail Restaurant	Under 400,000 sf: 4 spaces per 1000 square feet of gross floor area 400,000 sf and over: 5 spaces per 1000 square feet
Tavern	1 space per 45 square feet of gross floor area
Hotel/Motel	1 space per room
Theater/Auditorium/Church/Assembly Hall	0.25 spaces per seat

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

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

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

1) Determine the parking requirement for each occupancy as though it were a separate use;

2) Multiply each amount by the corresponding percentage for each applicable time period shown in the following schedule:

TABLE 4

Shared Parking Table

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

3) Calculate the column total for each time period; and

4) The column with the highest value shall be the parking requirement.

D. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Neighborhood – A collection of compatible subdivisions.

Neighborhood collector – A public street that is neither a major arterial nor a major collector road; however is designed to facilitate traffic distribution within residential areas. This type of street is not designated on the City's Throughfare Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

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

B. Changes to the Code of Ordinance

The Development Regulations section of the Plan of Development addresses only those areas that differ from the existing City of Iowa Colony Code of Ordinances. If an issue, condition, or situation arises that is not specifically addressed or is silent in the Plan of Development, the City's Designated Official shall refer to the existing City of Iowa Colony Code of Ordinances in effect at the time of this document's adoption to resolve the issue.

C. Variances from the Subdivision Ordinance

The criteria established in this Plan of Development require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for the Project. Table 5 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the Plan of Development.

D. Variances from the Design Manual

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

TABLE 5

Subdivision Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Sec. 27 Planned Unit Developments (D)	The minimum size of a Plan of Development shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements, and detention basins shall not be included in calculating the 5 percent requirement.	A maximum of 4 percent of the total area shall be set aside for Open spaces areas, which shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	1 percent reduction in the total area percentage. Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space is a central theme of the Project. Drainage ways, detention areas and easements will be utilized as greenbelts that connect the entire community and therefore, should be considered as an amenity.
Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a Plan of Development shall be 60 feet.	The minimum lot width for traditional single family lots shall be 50 feet.	10-foot reduction in width for traditional single-family dwellings.	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 50 feet.	Neighborhood collector shall have a minimum right-of-way of 60 feet. Residential (local) streets providing access to lots may have a right-of-way width of 50 feet.	A 10-foot reduction in local right-of-way width will be implemented. Utility easements of 10 feet will be provided on both sides of the right-of-way. The paving section shall be 26 feet wide for local streets, while the neighborhood collector shall remain 28 feet in paving width.	The street paving section shall be 26 feet wide and will have no effect on traffic circulation. Ten-foot utility easements will be provided where necessary for utility maintenance. The reduction in right-of-way width allows for the preservation of more open space.
Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	50-foot local streets	10 feet R.O.W. reduction, no reduction in paving	Project will feature local streets and neighborhood collectors that are designed to serve the variety of land uses and product types within the Project.
Sec. 36 Blocks (D)	No block shall exceed 1,200 feet in length in residential or commercial developments.	The maximum block length for major thoroughfares shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for collectors and neighborhood collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 additional feet on major thoroughfares. 2,800 additional feet for major thoroughfares that run parallel to drainage features with a minimum width of 50 feet. 600 additional feet for collectors and neighborhood collectors. 800 additional feet along pipelines and drainage features.	Generally, intersections along major thoroughfares and collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.

Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for all single-family lots and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 5 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5-foot reduction for front setbacks for lots. 5-foot reduction for porches having a minimum depth of 6 feet. 15-foot reduction for side-entry garages. 15-foot reduction for side setbacks on corner lots.	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.
Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	The minimum lot width for traditional single family lots shall be 50 feet with a minimum area of 6,000 s.f.	10-foot reduction in width and 300 s.f. reduction in area (traditional single family)	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.

TABLE 6

Unified Development Code Variances

Unified Development Code Reference	Requirement	Proposed	Difference	Justification
Section 3.1.2.6.C	The planting scheme for street trees shall be such that no street tree is planted closer than twenty feet (20') to any other street tree (whether an existing tree or a tree planted hereunder) with the trees being spaced without extreme variation in distance across each block face frontage taking into account existing site conditions and driveway locations.	The proposed distance may be less than 20 feet between existing or planned trees, as long as there is now extreme variation in spacing.	N/A	By diversity of street trees an increased biodiversity, habitat creation, and naturalistic planting areas will be created throughout the development for the added benefit and use of future residents and fauna.

Section 3.2.1.3.E	Identification of the required amount of parkland is to be indicated on an approved subdivision plat.	Identification of the required amount of parkland is to be indicated in this document.	Identification of the required amount of parkland is to be indicated in this document.	The parks, open space and trails plan will define the required parkland for the Project.
Section 3.5.3.1.A.1	If the property frontage is not on a designated super arterial or major arterial, the front wall of the building shall be located on a build-to building setback line located ten (10) feet from the ultimate right-of-way line of the street along the front of the property	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.1.A.2	If property frontage is on a designated super arterial, the front wall of the building shall be located on a build-to building setback line of seventy-one (71) feet from the ultimate right-of-way line of the street along the front of the property.	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 28-3.A.1	No residential, commercial, or industrial structure, other than structures necessary to operate the facility or pipeline, shall be erected at or moved to a location nearer than 50 feet to any facility or pipeline other than a low-pressure distribution system pipeline as defined herein.	A 20-foot setback from a residential, commercial, or industrial structure is allowed from a pipeline.	A reduction of 30 feet	Allows for higher flexibility and more buildable acreage.

TABLE 7

Zoning Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Section 56.B.7 Table 5	A minimum of 6 parking spaces per 1,000 s.f. (medical office)	A minimum of 4 parking spaces per 1,000 s.f. (medical office)	A reduction in 2 parking spaces per 1,000 s.f. (medical office)	Allows for higher flexibility and more varying uses of commercial properties.
Section 74.d.iii.A.1	Compensating open space must be reasonably dry and flat with no more than twenty-five (25) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Increase total compensating open space allowed within one hundred (100) year flood plain to fifty (50) percent.	Allows for greater use of natural elements to be used to full potential. Utilizing natural floodways will allow residential sections to access trail network and greenway.
Section 74.d.iii.A.vii	Any area with single-family residential lots less than sixty-six hundred(6,600) square feet in lot area shall have the primary residential structure constructed with the following minimum and maximum building floor area: Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	Traditional single family residential lots may have a maximum lot coverage of 60%.	Traditional single family residential lots may have a maximum lot coverage of 60%.	Allowing a greater variety of housing products and variation in maximum lot coverage is a necessary component to achieve a healthy and sustainable community.

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

TABLE 8

Engineering Design Criteria Manual Variances

Design Manual Reference	Requirement	Proposed	Difference	Justification
Chapter 6.3.1.D	Minimum width requirements for a right-of-way: Local streets: 60 feet.	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.
Chapter 6.3.1.E	Pavement width on local streets is 28’ B-B for “low density” residential developments and 32’ for “medium density” residential streets.	Paving width shall be 28’ B-B for all residential streets.	Consistent paving width of 28’ regardless of housing density.	Consistent paving width provides a predictable street design standard. Housing density in single-family residential neighborhoods is of a consistent character regardless of numerical density and does not affect street usage.
Chapter 6.3.1.J.m	Preferred cul-de-sac length of 600’ or less; if exceeding 600’ length the cul-de-sac increases to 45’ paving radius in 50’ ROW radius.	Maximum cul-de-sac length shall does not exceed 1,050 feet, with no increase to the paving radius within a 50-foot ROW radius.	Maximum length increased by 450’without increasing the paving radius.	Standard suburban curvilinear street design is meant to encourage cul-de-sac designs, but the 600’ length is arbitrarily short and limits the practical ability to provide culs-de-sac for the community.

E. Interpretation

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

F. Administrative Approval

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

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

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

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

G. Substantial Change

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

H. Fees

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

I. Sales Tax Sourcing

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

J. Noncompliance

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

K. Expiration

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

Exhibit C

Cedar Rapids Parkway

ADICO
CONSULTING ENGINEERS

ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025

CONSTRUCTION COSTS		
Mobilization/Startup/Bonds (5%)	$	35,000
Excavation, Paving, and Grading	$	429,453
Storm Sewer System	$	220,350
SWPPP	$	13,400
Total Construction Cost	**$**	**663,203**
Contingency (20%)	*$*	*132,641*
Engineering (15%)	*$*	*99,480*
Construction Material Testing & Observation (8%)	*$*	*53,056*
TOTAL CONSTRUCTION COSTS	**$**	**948,380**

Prepared Byl: Adico, LLC
9/4/2025

ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025

ITEM 5/21/2025	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
EXCAVATION, PAVING & GRADING	(All estimates are completed in-place)				
1.	Clearing and Grubbing	AC	1.00	$ 5,000.00	$ 5,000.00
2.	8" 4,500 PSI Reinforced Concrete Pavement	SY	4,100	$ 75.00	$ 307,500.00
3.	6" Reinforced Concrete Curb	LF	3,000	$ 5.00	$ 15,000.00
4.	Roadway Excavation	CY	1,875	$ 5.00	$ 9,375.00
5.	12" Stabilized Subgrade	SY	4,756	$ 6.00	$ 28,536.00
6.	Lime (40 lb/sy)	Ton	95	$ 350.00	$ 33,292.00
7.	Concrete Pavement Tie-In	EA	1	$ 4,500.00	$ 4,500.00
8.	ADA Ramps	EA	2	$ 1,500.00	$ 3,000.00
9.	Traffic Control	MO	3	$ 2,500.00	$ 7,500.00
10.	Install Stop Sign & Street Name Signs	EA	1	$ 750.00	$ 750.00
11.	Pavement Striping	LS	1	$ 5,000.00	$ 5,000.00
12.	Construction Staking	LS	1	$ 7,500.00	$ 7,500.00
13.	Remove existing asphalt	LS	1	$ 2,500.00	$ 2,500.00
	TOTAL ESTIMATE AMOUNT				$ 429,453.00

Prepared By: Adico, LLC
9/4/2025

ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025

ITEM 5/21/2025	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
STORM SEWER SYSTEM	(All estimates are completed in-place)				
1.	24" RCP STORM SEWER - LEAD - 24"	LF	200	$ 105.00	$ 21,000.00
2.	24" RCP STORM SEWER	LF	650	$ 105.00	$ 68,250.00
3.	30" RCP STORM SEWER	LF	700	$ 130.00	$ 91,000.00
4.	Type C Inlet	EA	4	$ 5,000.00	$ 20,000.00
5.	Storm Manhole	EA	4	$ 4,500.00	$ 18,000.00
6.	Connect to Existing Storm Sewer	EA	1	$ 750.00	$ 750.00
7.	OSHA Trench Safety System	LF	1,350	$ 1.00	$ 1,350.00
	TOTAL ESTIMATED AMOUNT				$ 220,350.00

ENGINEER'S OPINION OF PROBABLE COST

SUNSET PRAIRIE DEVELOPMENT

CITY OF IOWA COLONY

CEDAR RAPIDS ROAD IMPROVEMENT

Thursday, September 4, 2025

5/21/2025 NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
STORM WATER POLLUTION PREVENTION	(All estimates are completed in-place)				
1.	Reinforced Filter Fabric Fence	LF	1,350	$ 4.00	$ 5,400.00
2.	Hydromulch	AC	1.0	$ 3,000.00	$ 3,000.00
3.	Construction Entrance	EA	1	$ 2,500.00	$ 2,500.00
4.	Inlet Protection Barriers	EA	4	$ 250.00	$ 1,000.00
5.	Concrete Truck Washout	EA	1	$ 1,500.00	$ 1,500.00
	TOTAL ESTIMATED AMOUNT				$ 13,400.00

NON-ANNEXATION DEVELOPMENT AGREEMENT
(Pursuant to Section 43.016, Texas Local Government Code)

1. PARTIES

a. "CITY": **City of Iowa Colony, Texas**

b. "OWNER" or "LANDOWNER," whether one or more, jointly and severally

2. DISCLOSURES TO LANDOWNER

The City of Iowa Colony, Texas makes the following disclosures to the Landowner:

a. The Landowner is not required to enter into this agreement.

b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.

c. This subsection is a plain-language description of the annexation procedures applicable to the land in this document.

(1) The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement, such as this one, providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner **rejects** that offer. The City must enter into a municipal service agreement with the landowner. 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. The procedures for this annexation require the Landowner's consent.

e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

3. ANNEXATION

a. If accepted, the City shall not annex the Property while this agreement is in effect.

b. The termination of this agreement by any method shall constitute a petition by the then owner of the Property for annexation of the Property by the City. This agreement shall constitute a new petition for annexation each day upon and after the termination of this agreement.

4. TERM AND TERMINATION

If accepted, this Agreement remains in effect for 45 years unless earlier terminated as provided by law or agreement.

5. PERSONS BOUND

This agreement shall run with the land and shall bind the parties and their respective successors and assigns; provided, however, that this agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot.

6. GENERAL

a. Texas Law. This agreement shall be governed by the laws of the State of Texas, including both procedure and substance, but not conflict of laws rules that would result in the application of the law of a different jurisdiction than Texas.

b. Venue. Venue of any suit involving this agreement or the subject matter hereof, whether in contract, tort, or otherwise, shall lie only in Brazoria County, Texas or if there is federal jurisdiction, in a federal court for the Southern District of Texas, Galveston Division or Houston Division.

c. Cumulative Remedies. No Election of Remedies. All rights and remedies in favor of the City or against any person other than the City under this agreement or any other source are cumulative. The pursuit or receipt by the City of any one or more rights or remedies shall not constitute an election of remedies and shall not prevent the City from pursuing and receiving any and all other rights and remedies.

d. Construction of Agreement. The parties hereto agree that this agreement shall not be construed in favor of or against a party on the basis that the party did or did not draft this agreement.

e. Nonwaiver by Nonenforcement. The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law shall never be construed as a waiver of the City's rights to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

f. Nonwaiver of Immunity. Nothing in this agreement or in any act, omission, or condition concerning this agreement or the subject matter hereof shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its officers, agents, employees, or representatives of any nature.

g. Whole Agreement. This written agreement constitutes the entire agreement of the parties concerning the subject matter hereof. Furthermore, each party represents and warrants that it has neither received nor relied upon any written or oral statements, promises, or representations of any nature as an inducement to enter into this agreement, except for the statements written herein.

h. Amendments. The parties wish to avoid any ambiguity as to whether or how this agreement is ever amended. Accordingly, this agreement may not be amended except by a writing signed by all parties and expressly stating that it amends this agreement.

i. Statutory Non-Boycott Representation. Each party other than the City certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.

j. Multiple Counterparts of this Agreement. This agreement may be executed in multiple or separate counterparts, and it shall be binding when each party has signed an identical counterpart, even if the parties never sign the same counterpart.

k. Notices. Any notice required or permitted to be given under the provisions of this agreement shall be in writing and shall be deemed received upon the earlier of the following: (1) actual receipt, regardless of the delivery method; (2) actual delivery to the address stated in this section, by hand delivery with a receipt for delivery signed by the addressee; (3) actual delivery to the address stated in this section by commercial courier, such as Federal Express or United Parcel Service, that provides tracking or proof of delivery; or (4) the deposit of the notice in the United States mail by certified or registered mail, postage prepaid, addressed as stated in this section. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the City: **City of Iowa Colony, Texas**
Attention: Mayor
3144 Meridiana Pkwy
Iowa Colony, Texas 77583

To the Owner: **Address:**
_____
_____
_____

Attention: _____
_____
_____
_____

A party may designate a different address by giving each party ten days' written notice, as herein provided.

l. Authority to Sign this Agreement. Each person signing this Agreement represents and warrants that such person has the authority to do so and to bind the party for whom they purport to sign to the terms of this agreement.

m. Effective Date. The Effective Date of this agreement shall be the date has been signed by all parties.

CITY:

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

Date Signed: _____

ATTEST:

_____
Kayleen Rosser, City Secretary

Date Signed: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.

- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

SIGN HERE TO **REJECT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

OR

SIGN HERE TO **ACCEPT** THE FOREGOING NON-ANNEXATION DEVELOPMENT AGREEMENT.

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

OWNER:
Name: _____
Signature: _____
Title (if applicable): _____
Date: _____

EXHIBIT “A”

PROPERTY DESCRIPTION

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND MAJESTIC DEVELOPERS LLC AND DPEG HERITAGE, LP
(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 MAJESTIC DEVELOPERS LLC, DPEG HERITAGE, LP, AND GREEN INK PROPERTIES LLC; ("OWNER(S)").**

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.

At the time of execution of this Agreement by the City, Owner(s) own approximately 39.83 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), 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 Owner(s) of the entire Property.

City and Owner(s) 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(s) agree as follows:

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

2. METHODS OF PROVIDING SERVICES.

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

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

3. MUNICIPAL SERVICES.

a. Commencing 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 homeowner's 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 some of the Property and may annex the remainder of the Property and then provide fire protection services to the whole 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 provides emergency medical services to some of the Property and may annex the remainder of the Property and then provide emergency medical services to the whole 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.

4. **OTHER AGREEMENTS.** The City previously entered into a Development Agreement and a Utility Agreement with Owner(s). In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of the Development Agreement and the Utility Agreement, the Development Agreement and the Utility Agreement shall control.

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(s) represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner(s) 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 any 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(s) 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(s).

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(s) of such an offer. The City must enter into a municipal service agreement with the Owner(s). 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(s), 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(s) 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 _____, 2025, 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 _____, 2025, 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

[SIGNATURE PAGES TO FOLLOW]

OWNER(S):

MAJESTIC DEVELOPERS LLC

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by _____, as _____ of Majestic Developers LLC, on behalf of said entity.

_____
Notary Public in and for the State of Texas

OWNER(S):

DPEG HERITAGE, LP

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by _____, as _____ of DPEG, LP, on behalf of said entity.

_____
Notary Public in and for the State of Texas

OWNER(S):

GREEN INK PROPERTIES LLC

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by _____, as _____ of GREEN INK PROPERTIES LLC, on behalf of said entity.

_____
Notary Public in and for the State of Texas

EXHIBIT “A”
TO MUNICIPAL SERVICES AGREEMENT
THE “PROPERTY”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY INTO THE CITY, COMMONLY KNOWN AS SUNSET PRAIRIE, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; 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 (Majestic Developers LLC, DPEG Heritage, LP, and Green Ink Properties LLC) 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,"** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in the Annexed Area within the territorial limits of the City of Iowa Colony. In conjunction with this annexation, the City of Iowa Colony hereby expands and extends its extraterritorial jurisdiction (ETJ) to include all areas to which it is entitled under applicable law as a result of this annexation, including but not limited to the Annexed Area and any contiguous areas as permitted by state law. 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 Agreement** 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 15, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

EXHIBIT “A”
TO ANNEXATION ORDINANCE – ANNEXED AREA

Including Descriptions and Maps of the Entire Annexed Area

EXHIBIT “B”
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICE AGREEMENT

PETITION FOR VOLUNTARY ANNEXATION INTO THE CITY OF IOWA COLONY, TEXAS

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

The undersigned ("Petitioner"), being the sole owner of the following-described tract of land, hereby petitions the City of Iowa Colony (the "City") to annex said land into the corporate limits of the City, pursuant to Chapter 43, Subchapter C-3, Section 43.0671 of the Texas Local Government Code.

I. PROPERTY DESCRIPTION

The area sought to be annexed consists of approximately 39.83 acres. A legal description of the property is attached hereto as Exhibit "A".

The subject property is located in Brazoria County, Texas, and is contiguous to the present corporate limits of the City of Iowa Colony, Texas.

II. OWNERSHIP

Petitioner is the sole owner of the above-described tract of land. A map generally depicting the property and its relationship to the current city boundaries is attached hereto as Exhibit "B" and is provided for general reference purposes only; it is not intended to be an exact or survey-quality depiction.

III. REQUEST

Petitioner respectfully requests that the City of Iowa Colony initiate proceedings for the voluntary annexation of the above-described property into the corporate limits of the City. Petitioner understands that upon annexation, the property will become subject to the jurisdiction of the City and that the City will provide services to the area in accordance with applicable law.

IV. REPRESENTATIONS

Petitioner represents that this Petition is made voluntarily and without duress, and that it complies with all requirements of Texas law governing voluntary annexation. Petitioner understands that additional agreements, such as a development agreement or utility service plan, may be required in connection with the annexation. This Petition or a copy of it may

be recorded in the Official Records of Brazoria County, Texas. This Petition shall run with the land and shall be binding on Petitioner and its respective heirs, successors, and assigns. This Petition is irrevocable while a development agreement between City and Petitioner is in effect as to the property.

V. CONTACT INFORMATION

Name:	Alex Staten
Address:	1650 S Hwy 6
	Suite 120
	Sugar Land, TX 77478
Phone:	(281) 975-1777
Email:	alex@majesticdev.com

With a copy to:

Name:	Sultanali Law, PLLC
	Attn: Rahila Sultanali
Address:	11333 Fountain Lake Drive
	Stafford, TX 77477
Phone:	832-228-6764
Email:	legal@dhananipeg.com

[Remainder of Page Intentionally Left Blank – Signature Page Follows]]

Respectfully submitted this 5 day of September, 2025.

Petitioner:
DPEG Heritage, LP,
a Texas limited partnership

By: _____
Santosh Cividi, Manager

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Santosh Cividi, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of DPEG Heritage, LP, a Texas limited partnership, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of September, 2025.

_____
Notary Public, State of Texas

My Commission Expires: 5/16/2026
Notary ID No.: 133762187

Respectfully submitted this 5 day of September, 2025.

Petitioner:
Green Ink Properties,
a Texas limited liability company,

By: _____
Tika So, Manager

STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Tika So, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of Green Ink Properties LLC, a Texas limited liability company, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of September, 2025.

Roni Campos
Notary Public, State of Texas

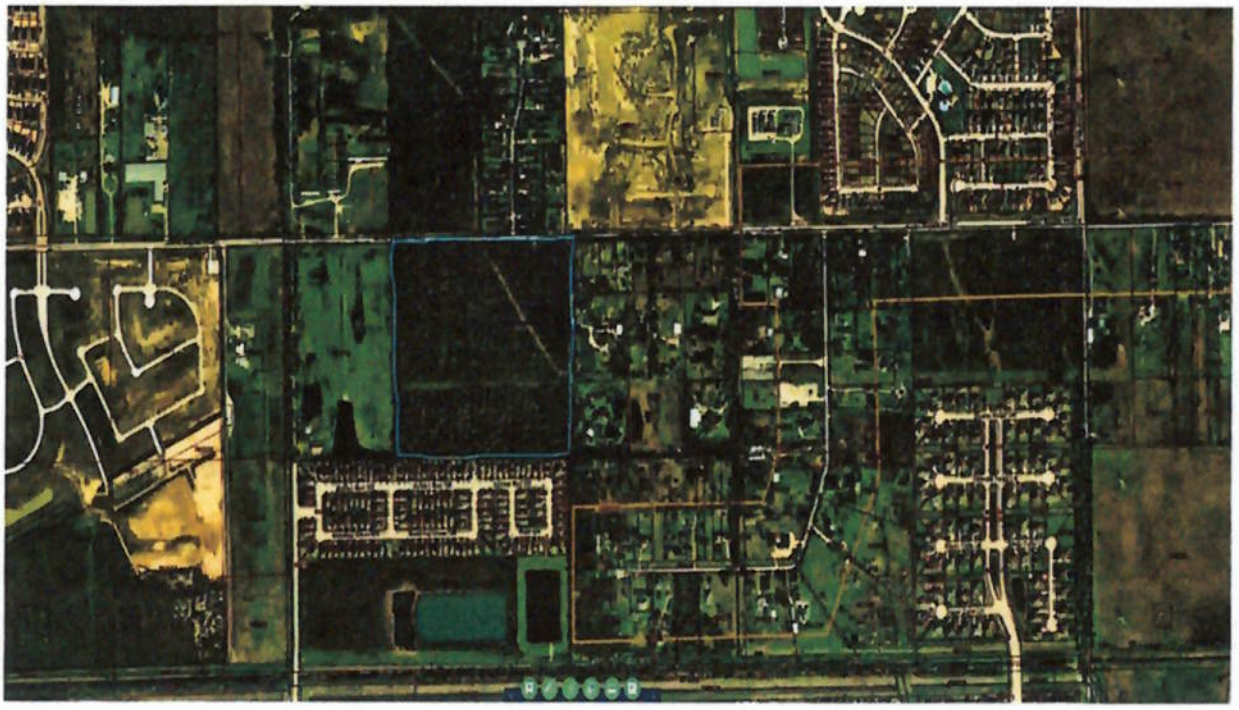
My Commission Expires: 8-3-2026
Notary ID No.: 11306428

RONI CAMPOS
Notary Public, State of Texas
Comm. Expires 08-03-2026
Notary ID 11306428

EXHIBIT A – Legal Description of Property

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), AND NINE (9), IN BLOCK ONE (1), OF COLONY ESTATES PHASE 1 AS RECORDED IN CLERK'S FILE NO. 2005044763 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT B – Map Showing Property and Proximity to City Limits



APPLICATION FOR VARIANCE REQUEST or APPEAL

CITY OF IOWA COLONY

3144 MERIDIANA PKWY, IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.IOWACOLONYTX.GOV

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the www.iowacolonytx.gov for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is $1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): _____ ZONING __X__ UDC _____ ZONING ORDINANCE _____ SIGN ORDINANCE _____ APPEAL

APPLICANT INFORMATION:

Name of Applicant: Alexia Loperena Diaz (CASCO - Architect/Project Manager)

Address of Applicant: 12 Sunnen Dr. Suite 100 Phone: 913 325 0945

St. Louis, MO 63143 Email: alexia.diaz@thecdcompanies.com

Name of Owner: Katelynn Scheren (Primrose Schools - Development Manager)

Address of Owner: 3200 Windy Hill Road SE, Suite 1200E Phone: 602.558.7163

Atlanta, GA 30339 Email: kscheren@primroseschools.com

PROPERTY INFORMATION:

Address of Subject Property: 9828 KARSTEN BLVD IOWA COLONY, TX 77583

Legal Description of Subject Property: A0289 H T & B R R TRACT 3F16 ACRES 1.52

Brazoria County Tax No(s): 02890020010

Current Zoning: Mixed Use Water and Sanitary Serviced by: MUD 31 District Engineer

Street Frontage Type (Circle One): Private or Public FIRM Map Panel Number: 48039C0110K effective 12/30/2020.

VARIANCE REQUST/APPEAL INFORMATION: *Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.*

List Ordinance or Code: A . UDC - Section 3.5.3.1. Setback, Driveways, Sidewalks, and Parking For Commercial/Retail/Office/Industrial Use Buildings (3) 53' Setback

Request and reason: 1: SITE HARDSHIPS: A 53' front setback, combined with existing easements along the west and south lot lines, leaves the site largely unbuildable. Primrose building cannot fit in the remaining area.

2: Approved Design: The Preliminary Plat was approved by ADICO on 4/29/25 with a 25' front setback (see attached). The site and building were designed accordingly.

List Ordinance or Code: 3. Burden on Owners: The property was purchased based on the approved 25' setback. Denial would cause costly delays and require a full redesign. | Note* We were able to achieve a 40 foot setback with current plan

Request and reason: B. Section 3.5.3.12. Storefronts (b) 65% -Transparent material to allow visual penetration of at least three (3) feet into the building

1. Full 65% transparency isn't feasible due to safety and privacy concerns for the children. The design prioritizes secure, private spaces. We request to maintain the current elevation (See attached).

List of supplemental documentation provided: A. See attached plan indicating where the 53' setback falls on the current site plan/building layout, as well as the easements. B. Exterior Building Elevations. C. Preliminary Plat approval

Planning Commission Date Requested: August 5th, or September 2nd City Council Date Requested: August 18th or September 15

Requestor Signature or Owner and Date: _____

FOR CITY USE ONLY: Application Received By: _____ Date Received: _____

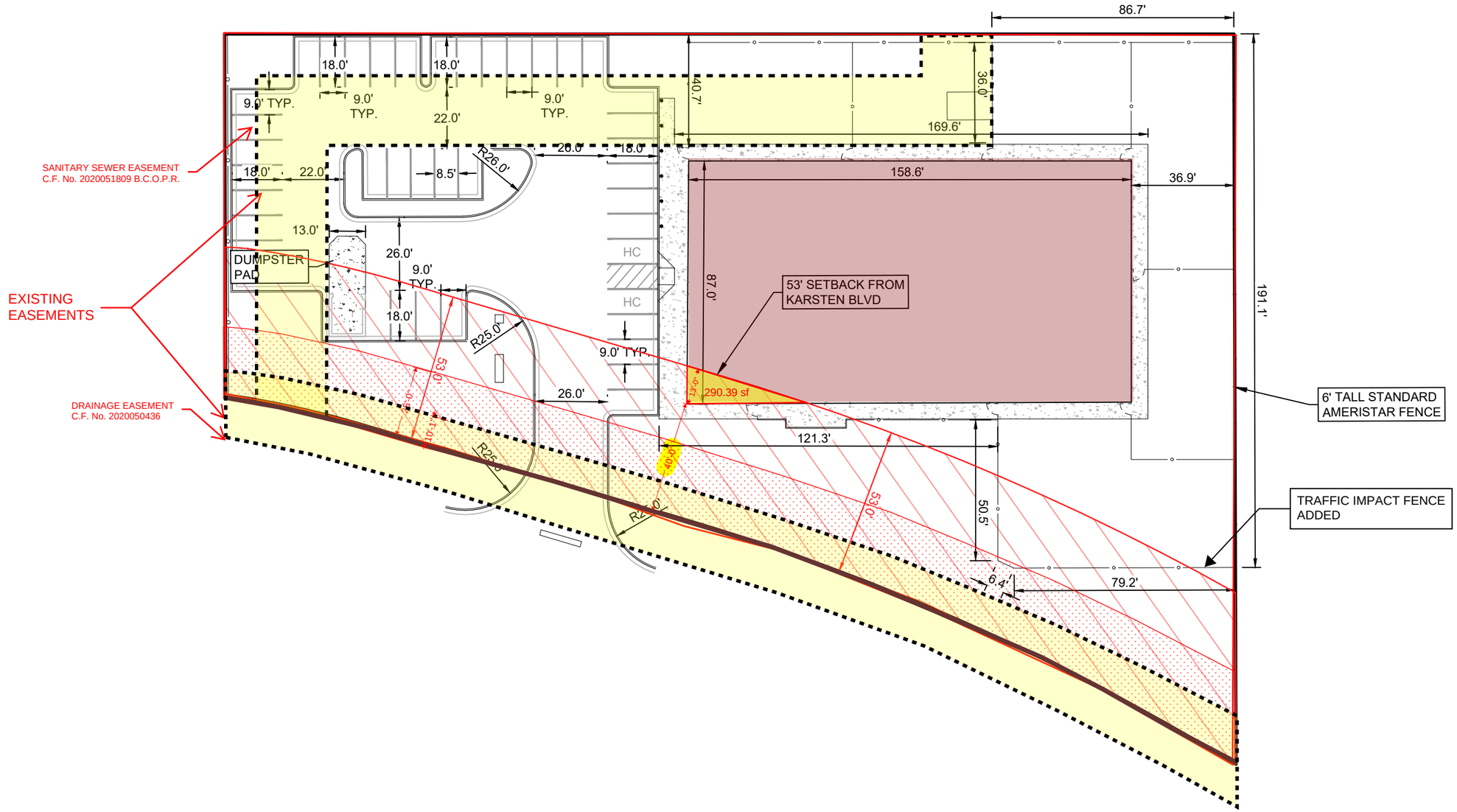
Planning Commission Date: _____ Fee Received: _____

City Council Date: _____ Notifications Required: [ ] Published Notice [ ] Public Hearing

Date Approved or Denied: _____ [ ] Posting on Property *(applicant responsibility)* [ ] Personal Notice

Project No.: _____ [ ] Written Notice of Decision

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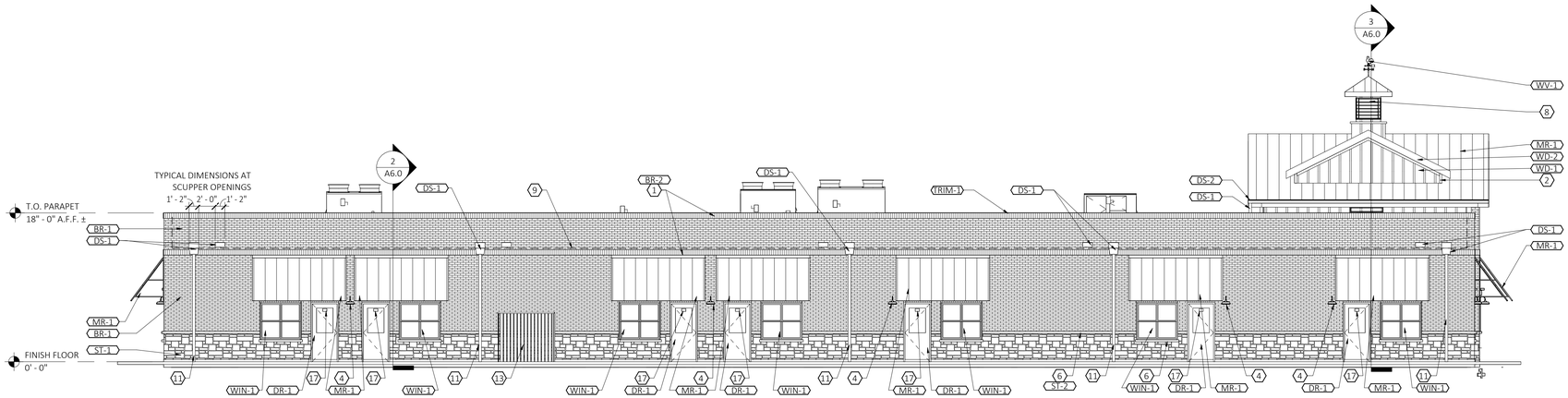
ATWELL
866.850.4200 www.atwell-group.com
1611 WEST 5TH STREET, SUITE 175
AUSTIN, TX 78703
512.904.0505

PRIMROSE
AT MERIDIANA

ADDRESS

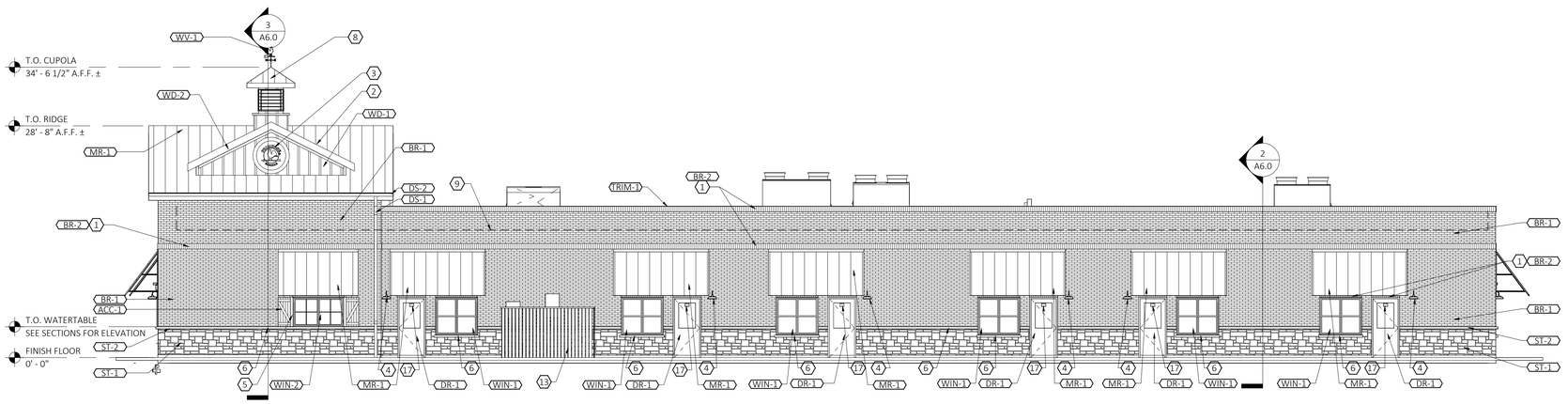
22x34
Jul 10, 2025 - 2:08pm - User nchambers
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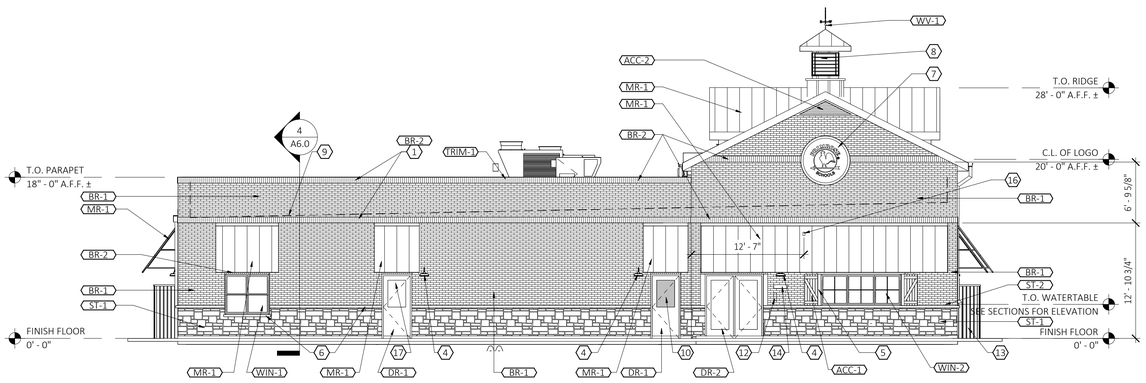
1 A4.0 REAR (WEST) ELEVATION

SCALE: 1/8" = 1'-0"



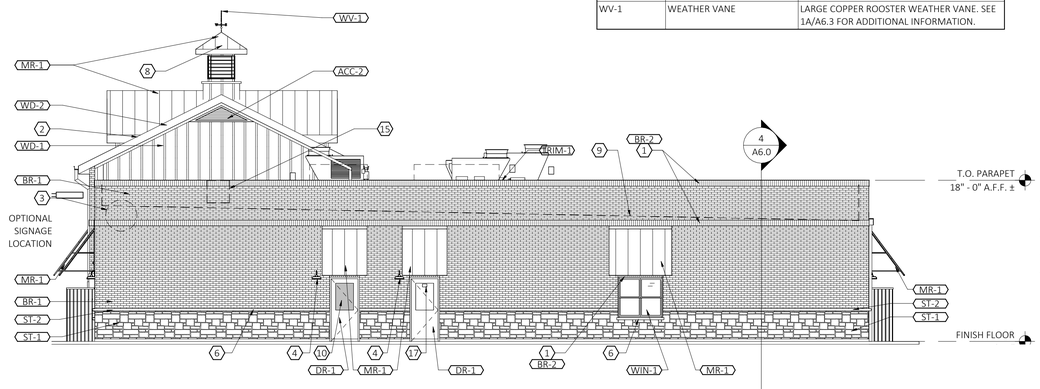
2 A4.0 FRONT (EAST) ELEVATION

SCALE: 1/8" = 1'-0"



3 A4.0 RIGHT SIDE (SOUTH) ELEVATION

SCALE: 1/8" = 1'-0"



4 A4.0 LEFT SIDE (NORTH) ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEYED NOTES ⓧ

1 BRICK SOLDIER COURSE, BR-2
2 5/4 x 6 TRIMBOARD, WD - 2
3 42" ROUND LED LIGHTED SIGN (INTERNALLY LIT). SEE 6/A2.4 FOR MOUNTING DETAIL.
4 LIGHTING, REFER TO ELECTRICAL DRAWINGS.
5 TRIMBOARD AT OFFICE & CONF ROOM WINDOWS: VERT TO BE 5/4 x 4, BOTH WD-3
6 STONE SILL
7 60" ROUND LED LIGHTED SIGN ()INTERNALLY LIT). SEE 11/A2.4 FOR MOUNTING DETAIL
8 CUPOLA WITH WEATHERVANE. PAINT ALL SURFACES TO MATCH "ARCTIC WHITE", ROOF TO BE MR - 1 REFER TO 1A/A6.3 FOR CONSTRUCTION.
9 ROOF LINE BEHIND PARAPET WALL.
10 GLAZING TO RECIEVE WINDOW FILM, TINT - 1. SEE FINISH SCHEDULE SHEET A2.2
11 DOWNSPOUTS TIED INTO UNDERGROUND STORM SEWER BELOW GRADE.
12 KNOX BOX OR APPROVED EQUAL. COORDINATE LOCATION WITH LOCAL FIRE OFFICIAL
13 6' - 0" HIGH SOLID VINYL FENCE WITH (2) 3' - 0"W GATES. COLOR TO MATCH "ARCTIC WHITE"
14 BEIGE ALUMINUM PLAQUE W/6" REFLECTIVE BLACK VINYL NUMBERS. PROVIDED BY 1 HOUR SIGN. COORDINATE LOCATION WITH LOCAL FIRE OFFICIAL.
15 ATTIC ACCESS DOOR CENTERED ON GABLE WALL BEYOND. REFER TO DETAIL 3/A6.2 FOR ADDITIONAL INFORMATION.
16 ELECTRICAL OUTLET (UNDER AWNING). REFER TO ELECTRICAL DRAWINGS.
17 4" REFLECTIVE NUMBERS. SEE SIGN PACKAGE.

EXTERIOR FINISH LEGEND

MARK	DESCRIPTION	SPECIFICATION
ACC-1	SHUTTERS	EKENA MILLWORK: TWO BATTEN W/ Z-BAR BOARD & BATTEN COMPOSITE SHUTTERS. 3' - 6"T X 1' - 6"W SHUTTERS TO BE ORDERED PRIMED, PAINT TO MATCH "AGED PEWTER"
ACC-2	LOUVERS	AMERICAN LOUVER & VENT COMPANY, TGV81260 OR APPROVED EQUAL. COLOR: ARCTIC WHITE
BR-1	BRICK	GLEN GERY; CASTILE GRAY VELOUR; MORTAR COLOR: LIGHT GRAY
BR-2	BRICK SOLDIER COURSE	GLEN GERY; CASTILE GRAY VELOUR; MORTAR COLOR: LIGHT GRAY
DR-1	HALF LITE DOORS	EXTERIOR INSULATED METAL HALF LITE DOOR; COLOR (INTERIOR AND EXTERIOR): WHITE. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
DR-2	FULL LITE DOOR	EXTERIOR INSULATED METAL HALF LITE DOOR; COLOR (INTERIOR AND EXTERIOR): WHITE. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
DS-1	SCUPPERS, DOWNSPOUTS @ GABLES ROOF	BM COLOR REVIEW # OC-21 WINTER WHITE. (COLOR TO MATCH "ARCTIC WHITE"
DS-2	GUTTERS ALONG METAL ROOF	COLOR: TO MATCH "MR-1"
MR-1	METAL ROOF	BERRIDGE CEE-LOCK SYSTEM. COLOR: DARK BRONZE.
ST-1	STONE WAINSCOT	LONESTAR STONE - LIBERTY CLASSIC - AUTUMN GROUT: LIGHT BUFF COLOR: MORTOR
ST-2	STONE CAP @ WAINSCOT	STONE SILL COLOR: COBBLESTONE
TRIM	MISC METAL TRIM & FLASHING	ANY MISC METAL FLASHING AND TRIM NOT NOTED AS TRIM-1 OR TRIM-2 SHOULD MATCH COLOR OF ADJACENT SURFACE. CONTACT ARCHITECT FOR DIRECTION AS REQ'D.
TRIM-1	MTL COPING @ PARAPET WALLS	BM COLOR REVIEW # OC-21 WINTER WHITE. (COLOR TO MATCH "ARCTIC WHITE"
TRIM-2	MTL TRIM @ METAL ROOF	COLOR: TO MATCH "MR-1"
WD-1	BOARD & BATTEN SIDING	HARDIE PANEL (4' X 10') & HARDIE TRIM BATTEN BOARDS (2 1/2" WIDE @ 2'-0" O.C.) FINISH: SMOOTH COLOR: ARCTIC WHITE (PRIMED AND FIELD PAINTED)
WD-2	TRIM (FASCIA TRIM @ METAL ROOF)	HARDIE TRIM BOARDS, 5/4 NT3 SMOOTH, VARIOUS WIDTHS AS REQUIRED (SEE ELEVATIONS), COLOR: PAINT TO MATCH MR-1 (PRIMED AND FIELD PAINTED)
WIN-1	VINYL WINDOWS	PLY GEM 1100 SINGLE HUNG WINDOW. COLOR: WHITE. SEE WINDOW SCHEDULE
WIN-2	VINYL WINDOWS @ OFFICE	PLY GEM 1100 PICTURE WINDOW. COLOR: WHITE. SEE WINDOW SCHEDULE
WV-1	WEATHER VANE	LARGE COPPER ROOSTER WEATHER VANE. SEE 1A/A6.3 FOR ADDITIONAL INFORMATION.

CASCO
CASCO DIVERSIFIED CORPORATION
12 Sunnen Drive, Suite 100, St. Louis, MO 63143 T: 314.821.1100

Item 16.

PRIMROSE SCHOOLS
9828 KARSTEN BLVD
IOWA COLONY, TX 77583

PRIMROSE SCHOOL FRANCHISING COMPANY
3200 WINDY HILL ROAD, SUITE 1200 E
ATLANTA, GEORGIA 30339-5640

THESE DRAWINGS AND THE DESIGN REPRESENTED HEREBY ARE THE EXCLUSIVE PROPERTY OF PRIMROSE SCHOOL FRANCHISING CO. REPRODUCTION OR ANY USE OF THESE DRAWINGS OTHER THAN FOR THE PROJECT INTENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF PRIMROSE SCHOOL FRANCHISING CO. IS PROHIBITED. ANY UNAUTHORIZED USE WILL BE SUBJECT TO LEGAL ACTION.

No.	Description	Date
	CONSTR. DOC. & REVISIONS	

CASCO DIVERSIFIED CORPORATION
ARCHITECTURAL
CORP. LICENSE NO: BR98
EXP. DATE: 01/31/26

REGISTERED ARCHITECT
KEVIN WILLIAM HARMS
20001
STATE OF TEXAS

06/09/2025

Professional of Record:
KEVIN WILLIAM HARMS
LICENSE NO: 20001
EXP. DATE: 04/30/26

Drawn/Checked	MTT / MS
Project Number	2303618
Bid Date	--/--/--
Permit Date	06/09/25
For Construction	--/--/--

EXTERIOR ELEVATIONS

A4.0

6/9/2025 12:08:01 PM

ADICO
CONSULTING ENGINEERS

Tuesday, April 29, 2025

Merrett Huddleston
Elevation Land Solutions
18811 Megan Way, St. A
New Caney, TX 77057
mhuddleston@elevationlandsolutions.com

Re: Primrose School Meridiana Reserve Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6163
Adico, LLC Project No. 710-25-002-011

Dear Ms. Huddleston:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Primrose School Meridiana Reserve Preliminary Plat, received on or about April 28, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on April 28, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, April 30, 2025 for consideration at the May 6, 2025, Planning and Zoning Meeting.

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

Sincerely,
Adico, LLC

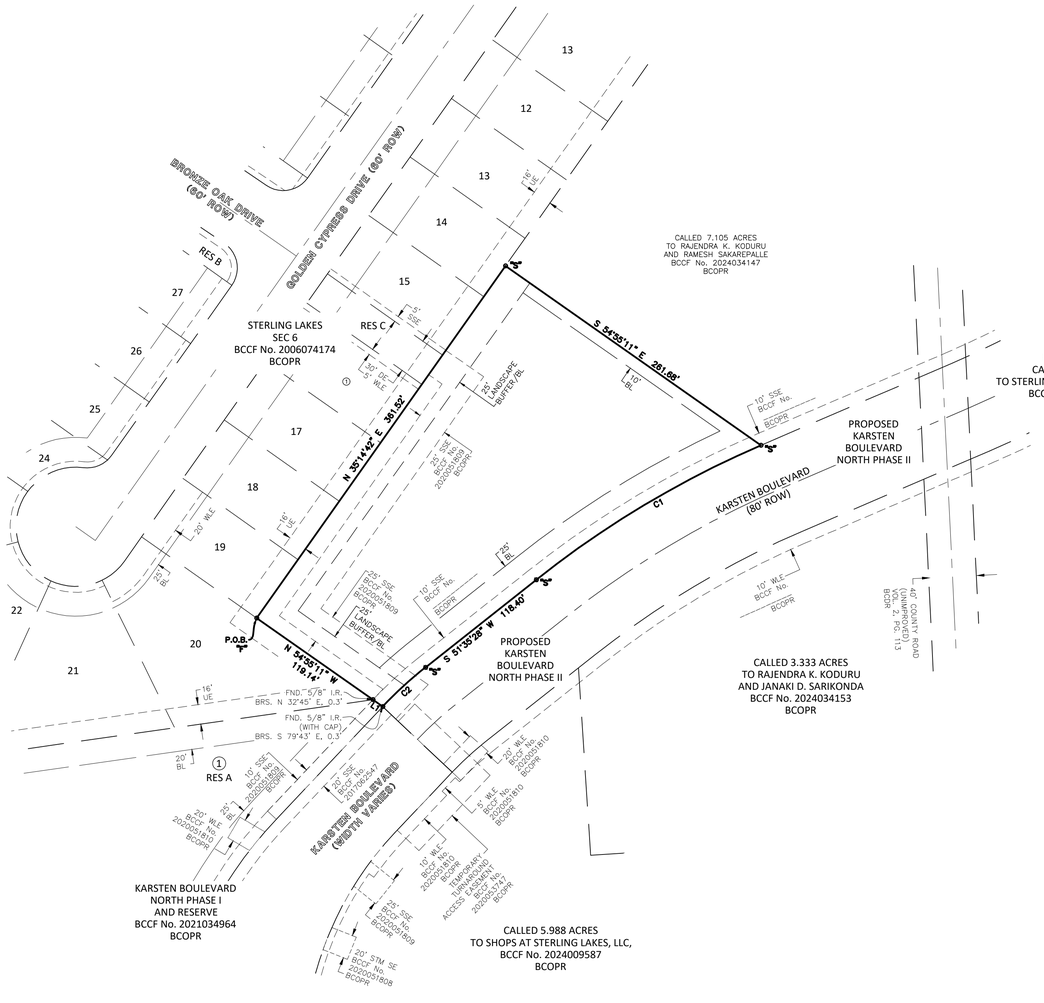
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser, COIC
File: 710-25-002-011

APPROVED, ADICO, LLC, 04292

FINAL PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 31 BOUNDARY.
2. 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.
3. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
4. 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.
5. 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".
6. 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.
7. 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.
8. 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 PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
9. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
10. 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 UTLIITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTLITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
11. THERE ARE PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION AND ARE SHOWN HEREON.
12. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
13. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
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. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
17. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
18. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
19. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
20. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
21. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
22. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
23. 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.
24. 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 IN JUNE 2018.
25. 25' SSE RECORDED UNDER BCCF 2020051809 BCOPR PARTIALLY ABANDONED BY BCCF 2025010788 BCOPR.
26. 20' SSE RECORDED UNDER BCCF 2017062547 BCOPR PARTIALLY ABANDONED BY BCCF 2025013180 BCOPR.



APPROVED, ADICO, LLC, 04292

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain description of a certain 1.529 acre (66,603 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being a portion of the remainder of a called 31.51 acre tract (Tract 1) conveyed to Sterling Meridiana 35 GP, LLC, by deed recorded in Clerk's File No. 2022035646, Brazoria County Official Public Records; said 1.529 acre (66,603 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 the west corner of said called 31.51 acre tract, being the south corner of Lot 19, Block 1, of Sterling Lakes At Iowa Colony Sec 6 according to the plat thereof recorded in Clerk's File No. 2006074174, Brazoria County Official Public Records, and being on the northeast line of Lot 20, Block 1, of said Sterling Lakes At Iowa Colony Sec 6;

THENCE, North 35°14'42" East, along the west line of said called 31.51 acre tract and along the east line of said Sterling Lakes At Iowa Colony Sec 6, 361.52 feet to a 5/8–inch iron rod (with cap) found, being on the east line of Lot 14, Block 1, of said Sterling Lakes At Iowa Colony Sec 6, and being the west corner of a called 7.105 acre tract conveyed to Rajendra K. Koduru and Ramesh Sakarepalle by deed recorded in Clerk's File No. 2024034147, Brazoria County Official Public Records;

THENCE, South 54°55'11" East, along the southwest line of said called 7.105 acre tract, 261.68 feet to a 5/8–inch iron rod (with cap) found, being the south corner of said called 7.105 acre tract, being on the west line of a called 2.500 acre tract conveyed to the City of Iowa Colony by deed recorded in Clerk's File No. 2024032995, Brazoria County Official Public Records, and being the beginning of a curve to the left;

THENCE, along the west line of said called 2.500 acre tract, the following three (3) courses and distances:

1. Along said curve to the left in a southwesterly direction, with a radius of 840.00 feet, a central angle of 15°01'06", an arc length of 220.18 feet, and a chord bearing South 59°06'01" West, 219.55 feet to a 5/8–inch iron rod (with cap) found;
2. South 51°35'28" West, 118.40 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the left;
3. Along said curve to the left in a southwesterly direction, with a radius of 340.00 feet, a central angle of 08°11'45", an arc length of 48.64 feet, and a chord bearing South 47°29'34" West, 48.59 feet to the easterly northeast corner of Reserve A, Block 1, of Karsten Boulevard North Phase 1 and Reserve according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records, being on the west right–of–way line of Karsten Boulevard (right–of–way width varies) according to the plat thereof recorded in Clerk's File No. 2021034964, Brazoria County Map Records, from which a 5/8–inch iron rod (with cap) found bears South 79°43' East, 0.3 feet, also from which an "X" cut in concrete found bears South 46°36'20" East, 80.00 feet, being on the east right–of–way line of said Karsten Boulevard and being on the west line of a called 5.988 acre tract conveyed to Shops at Sterling Lakes, LLC (an undivided 81% interest) and Shops at Lakehouse, LLC (an undivided 19% interest) by deed recorded in Clerk's File No. 2023026033, Brazoria County Official Public Records;

THENCE, North 54°57'27" West, 10.11 feet to the southeast corner of said Lot 20, being the northerly northeast corner of said Reserve A, from which a 5/8–inch iron rod found bears North 32°45' East, 0.3 feet;

THENCE, North 54°55'11" West, 119.14 feet to the POINT OF BEGINNING, CONTAINING 1.529 acres (66,603 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
Dinh V. Ho

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, STERLING MERIDIANA 35 GP, LLC, acting by and through _____, _____, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 1.529 Acre tract described in the above and foregoing map of PRIMROSE SCHOOL MERIDIANA RESERVE, 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 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 STERLING MERIDIANA 35 GP, LLC, 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 STERLING MERIDIANA 35 GP, LLC, acting by and through _____, _____, thereunto authorized this _____ day of _____, 20__.

STERLING MERIDIANA 35 GP, LLC

By: _____

_____

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 20___

_____ _____
David Hurst
Chairman

_____ _____
Warren Davis

_____ _____
Les Hosey

_____ _____
Robert Wall

_____ _____
Brenda Dillon

_____ _____
Brian Johnson

_____
Terry Hayes

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 20___

_____
Wil Kennedy
Mayor

_____
McLean Barnett

_____
Arnetta Hicks–Murray

_____
Marquette Greene–Scott

_____
Tim Varlack

_____
Kareem Boyce

_____
Sydney Hargroder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared

_____, _____, 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.

PRELIMINARY PLAT
PRIMROSE SCHOOL MERIDIANA RESERVE

A SUBDIVISION OF 1.529 ACRES OF LAND
OUT OF THE
H.T.&B.R.R. Co. SURVEY SECTION 57, A-289
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK
APRIL 2025

OWNER/ DEVELOPER: STERLING MERIDIANA 35 GP, LLC
5851 SAN FELIPE, SUITE 800
HOUSTON, TX 77057
(713) 622–0800

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER F-22671
9700 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

P:\001 Sierra Vista - BCAD\1.2\DWF\Working Meridiana Title Survey\Platting\dwg\Primrose MeridSpec - PlatSetup 4/28/2025 2:11:16 PM cleaves

CITY OF IOWA COLONY

3144 Meridiana Parkway
Iowa Colony Tx. 77583
Phone: 346-395-4551
www.iowacolonytx.gov

Staff Report

Agenda Date: August 27, 2025

Agenda Item: Variance Request Primrose Schools for transparency located at 9828 Karsten Blvd.

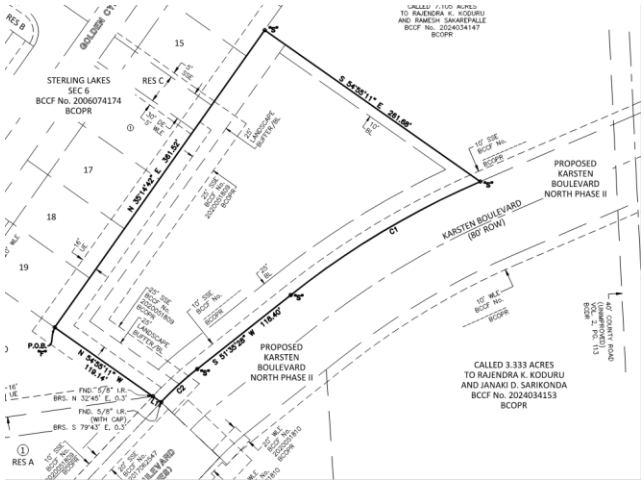
Project Description: Variances to regulations of the Unified Development Code pertaining to Master UDC Section 3.5.3.12- Storefront Code; Transparency.

Zoning Designation: Commercial

Building Official: Albert Cantu

SUMMARY

This request was made by Alexia Loperena with CASCO Architect for a variance to Master UDC Section 3.5.3.12 (b)- Storefront Code; Transparency. The ordinance cited above requires that "each exterior wall of a commercial/retail/office building facing a public street must contain 65% transparent material to allow visual penetration of at least three (3) feet into the building. This site is located at 9828 Karsten Blvd.. New construction of a Daycare.



- Section 3.5.3.12. Storefronts Sub-section (b) Transparency

  Transparency – Each exterior wall of a commercial/retail/office building facing a public street must contain at least sixty-five (65) percent transparent material to allow visual penetration of at least three (3) feet into the building. Transparency includes stationary glass, windows, and the glass area of doors.

Variance Request:

Master UDC Section 3.5.3.12 (b)- Storefront Code; Transparency

In regard to the variance request at Primrose Schools located at 9828 Karsten Blvd we are requesting the transparency requirement of sixty-five (65%) as required by the UDC Section 3.5.3.12 Storefronts reduced for the reason of the full 65% transparency isn't feasible due to safety and privacy concerns for the children. The design prioritizes secure, private spaces. We request to maintain the current elevation.



RECOMMENDATION

Staff recommend that they grant the variance due to the full 65% transparency not feasible due to safety and privacy concerns for the children. The design prioritizes secure, private spaces. They request to maintain the current elevation.

Albert Cantu

Albert Cantu, Building Official

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS GRANTING A WAIVER AND VARIANCE TO CERTAIN TRANSPARENCY REQUIREMENTS AT 9828 KARSTEN BLVD.; WITH RELATED PROVISIONS

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

SECTION 1. Findings of Fact

a. The Planning and Zoning Commission has made a report to the City Council concerning this variance.

b. The City Council has determined that a waiver or variance should be granted as herein provided, because the criteria in Section 1.3.4.3 of the Unified Development Code have been satisfied.

c. All requirements of law concerning this ordinance and the waiver and variance herein granted have been satisfied.

SECTION 2. Legal Requirements

Section 3.5.3.12(b) of the Iowa Colony Unified Development Code provides:

"(b) Transparency – Each exterior wall of a commercial/retail/office building facing a public street must contain at least sixty-five (65) percent transparent material to allow visual penetration of at least three (3) feet into the building. Transparency includes stationary glass, windows, and the glass area of doors."

SECTION 3. Background

The City has received an application for a variance from the above provision for the construction of a new Early Childhood Development center for Primrose Schools to be located at 9828 Karsten Blvd. The background is more fully stated in the Staff Report attached hereto and incorporated herein in full.

SECTION 4. Grant of Waiver and Variance

Accordingly, the City Council hereby grants a waiver and variance to the requirements of Sections 3.5.3.12(b) of the Uniform Development Code concerning transparency for the proposed structure at 3215 Meridiana Parkway; provided, however, that this variance is granted:

a. only to the extent shown in the **attached drawing(s)**;

b. but only to the extent stated in the **Staff Report attached hereto**;

c. in reliance upon the statements of fact in the **attached Application for Variance Request or Appeal** filed in this matter; and

d. subject to any conditions or limitations stated in the Staff Report.

SECTION 5. Savings Clause

The Unified Development Code and all other ordinances of the City shall remain in full force and effect except as specifically provided herein.

SECTION 6. Severance Clause

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

SECTION 7. Effective Date

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

PASSED AND APPROVED ON SEPTEMBER 15, 2025.

CITY OF IOWA COLONY

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

APPLICATION
AND
STAFF REPORT

ATTACHMENTS TO ORDINANCE GRANTING VARIANCE TO CERTAIN PROVISIONS OF UNIFIED DEVELOPMENT CODE FOR FOR PRIMROSE SCHOOLS 9828 KARSTEN BLVD.

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: **September 8, 2025**

To: **Planning and Zoning Members**

City Council Members

From: **Dinh V. Ho, P.E.**

RE: **189 Ac Coogan Tract Plan of Development**

Staff's Summary and Recommendations

CC: **Mayor Wil Kennedy, Natasha Brooks Anderson, Kayleen Rosser**

LJA Planning & Landscape Archtecture, on behalf of Allied Development, submitted the CooganTract Plan Of Development (POD). The tract is comprised of +/-189 acres of land, located south of the intersection Meridiana Parkway at Ames Blvd. The property is currently located within the Iowa Colony ETJ, is planned to be developed for master planned community consisting of single family residential. Below is a summary of the proposed Coogan Tract POD and Staff's recommendations.

Summary:

1. Total acreage: +/-189 acres. The tract is bounded by Future Baird Road to the west, Meridiana Parkway to the noth and old County Road 48 to the east.
2. The proposal includes annexation into the City of Iowa Colony city limits.
3. The plan includes creation of a Public Improvement District.
4. Land plan summary:
    a. Single Family Residential:
        i. Typical lot size (50' X 120') min 6,000 SF
        ii. Proposed 519 lots with a 10% variance (not to exceed 570 lots).
    b. Parks and Open Space: +/- 29.3 acres
5. Major Roadway Improvements:
    a. Ames Blvd. (Major Arterial)
    b. Meridiana Parkway (Major Arterial)
    c. Baird Blvd. (Major Arterial)
6. Parks & Open Space Plan:
    a. Parks: +/- 15.2 acres
    b. Rec Center: +/-5.5 acres
    c. Open Space: +/-8.6 total
    d. ¼ mile radius service area to cover all neighborhoods
    e. Proposed Park amenities may include splashpad, playground, covered structure, trails, benches and/or bike racks.
    f. Extensive network of sidewalks and pedestrian trail system.
7. Subdivision Monument Signage Plan
    a. Primary Monument
        - The sign shall not exceed a size of twenty-five feet (25') tall with one, twenty-foot by twenty-foot (20'x20') tower footprint and an attached or isolated sign blade wall with a maximum size of ten feet (10') tall by eighty feet (80') in length.

- The sign area shall not be greater than 450 square feet.

b. Secondary Entry Monument:
   - A maximum of three secondary entry monuments shall be permitted with this development. The sign shall not exceed a size of twelve feet (12') tall with a twelve-foot by twelve-foot (12'x12') tower footprint and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by thirty-five feet (35') in length. The sign area shall not be greater than 90 square feet.

c. Residential Entry Monument:
   - Eight feet (8') tall with an eight-foot by eight-foot (8'x8') tower footprint and an attached or isolated sign blade wall with a maximum size of eight-feet (8') tall by twenty feet (20') in length.
   - The sign area shall not be a greater than 32 square feet.

Staff Recommendations:
Based on staff review, the proposed development is consistent the development of Single-Family Residential within nearby development.

Staff are recommending approval of the 189 acre Coogan Tract POD subject to the following conditions:

1) *Roadway Improvements: All exhibits*
   a. *Remove all reference to Baird Boulevard as future. Staff recommend Baird Blvd. to be required to be constructed to be half width (2-lanes) south of the Meridiana.*
   b. *Proposed ROW at the intersection of Baird/Meridiana Parkway shall be 120', but transition to 100' south.*
   c. *Improvements along Meridiana Parkway and Ames Blvd. as to be constructed as part of the development.*

2) *Traffic Signalization: A Traffic Impact Analysis will be required to determine if traffic signal is warranted.*
   a. *The Major Thoroughfare Plan has identified the intersections at Meridiana Parkway and Ames Blvd. as a signalized intersection.*
   b. *If it is determined a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at both intersections.*
   c. *If a traffic signal is not warranted, the Developer shall escrow 100% of costs Design and Construction for each intersection.*
   d. *Escrowed funds for traffic signal improvements shall be due prior to platting of Phase II or as traffic is warranted.*

Coogan Tract

Planned Unit Development

District

Prepared for:

Allied Development

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

June 2025

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EXHIBITS
Exhibit A – Area Location Map
Exhibit B – Aerial Map
Exhibit C – Conceptual Development Plan
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Exhibit E – Street and Circulation System Exhibit
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Exhibit G – Conceptual Signage Exhibit

I. INTRODUCTION

The Coogan Tract Planned Unit Development (PUD) has been prepared on behalf of Allied Development pursuant to Appendix A, Article VII, Section 74 (Planned Unit Developments) of the Iowa Colony Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most innovative and efficient uses; to provide a high level of amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Coogan PUD is located in the western portion of the Iowa Colony ETJ and is bounded on the north by Farm-to-Market 56 (Meridiana Parkway), to the east by County Road 48 (Airline Road S), to the south by the Sierra Vista West development, and to the west by the Mustang Bayou Watershed. Exhibit A, Area Location Map, illustrates the location of the PUD.

This PUD is approximately 189.7 acres and will be developed as a master planned community for primarily residential use, including neighborhood parks that will be dedicated to the HOA or MUD as part of any approved Development Agreement.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

The PUD is located east of the Fort Bend County and Brazoria County boundary lines in the far western portion of Iowa Colony ETJ. The PUD property is primarily agricultural land with a cluster of trees at the southeast property corner. Existing physical constraints affecting the development include the following:

- A 36'' Crude Oil Enterprise pipeline lies along the northern property line in an east-west direction.
- A Crude Pipeline LLC pipeline lies along the northern property line in an east-west direction.
- A 20'' Highly Volatile Liquid (HLV) Energy Transfer Company pipeline lies along the northern property line in an east-west direction.

The existing site constraints can be seen on Exhibit B, Aerial Map.

2. Surrounding Land Use

The land surrounding the PUD consist of single-family home developments including Sterling Lakes, Sterling Lakes West, and Sierra Vista West. A drainage channel owned by the Gulf Coast Water Authority is adjacent to the property along the western boundary. Beyond that, the land west of the subject property is currently undeveloped. The surrounding land uses can be seen on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Iowa Colony's Comprehensive plan, which was adopted in 2020, the Future Land Use Plan classifies the Coogan Tract PUD area as Medium Density Single Family Residential, which is described as areas with potential for redevelopment into single family lots with an average lot size of less than one acre. The development complies with the Iowa Colony Comprehensive Plan by adhering to the vision elements and guiding principles outlined in the plan. The development consists of single-family residential lots with a minimum lot width of fifty feet and lot sizes averaging below one acre. The medium density development encourages an interconnected and safe community with the more compact and efficient use of infrastructure. There is a well-defined network of vehicular circulation systems that provide connectivity to existing developments to the south and to Meridiana Parkway.

2. Justification

The intent of the PUD Overlay District is to encourage high quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, location, or land uses. This document establishes various development standards that exceed the minimum requirements for properties specifically located within the boundaries of the Coogan Tract PUD.

The PUD will meet or exceed the minimum requirements of the UDC through specific, architectural design and engineering standards such as:

- Providing a PUD document that can respond to today's market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating new alignments of pedestrian trails within the development. In addition to what is required, additional trails and pedestrian pathways will be provided throughout the development;
- Incorporation/revision of the roadway alignments based on the most updated version of the Thoroughfare Plan.

3. Single-Family Residential

The traditional single-family residential component that will be found throughout the PUD will be a collection of individual single-family residential sections that take their access from Baird Boulevard, Ames Boulevard, and an internal local street system that provides connections within the neighborhood and to the surrounding areas. The traditional single-family residential neighborhood will be developed with lots with a minimum of fifty feet in width to respond to market conditions.

4. Projected Population

Based on the number of residential lots proposed for the development located in Section IV.4, Single-Family Residential Lot Distribution Table, the projected population for the overall development will be approximately 1,505 people at 2.9 individuals per household.

5. Parks and Open Space

Exhibit D, Conceptual Amenities and Open Space Plan, shows a recreation center, parks, lakes, and various open space areas all connected via a pedestrian trail system. The proposed recreation center and neighborhood park will serve the master planned residential community and will contain an active play area for children and a parking area. The various linear parks along Meridiana Parkway provide buffer zones and are transitions between areas and types of development. The detention lakes within the PUD will not only enhance the aesthetic quality of the development but feature trail connectivity and numerous opportunities for the enjoyment of the residents.

The various other smaller parks shown on Exhibit D will contain various passive facilities such as play areas for children, picnic tables and/or benches. The linear parks along Meridiana Parkway will harbor pipeline easements enabling the undevelopable land be utilized by the residents for leisure.

The pedestrian pathway system, which is illustrated in Exhibit D, will include five-foot (5') wide trails and multiple pedestrian connections to the existing surrounding developments as well. The trails system will provide easy and safe pedestrian access to the various parks, lakes, and recreation center. Compliance with Iowa Colony's Comprehensive Plan for Parks and Open Space will be maintained throughout the development, completing the overall pedestrian network.

The various lakes within the PUD will be maintained at a constant water level while serving as a detention facility for the PUD. Lakes and detention facilities will be utilized as trail corridors allowing close proximity to parks and recreation center.

All land, which is dedicated to the Homeowners Association (HOA) or Municipal Utility District (MUD) for the purpose of fulfilling the parks requirement, will be developed with some form of either passive or active facilities. The parks and private recreation center will be developed as the first adjacent residential sections are developed.

IV. ZONING

1. Proposed Zoning

The property shall be developed and used in accordance with the development regulations as established by the Iowa Colony Unified Development Code, except as supplemented or modified by this PUD document.

The Coogan Tract is in the City of Iowa Colony ETJ, but will be zoned as PUD Planned Unit Development upon annexation into city limits. To implement the Conceptual Land Use Plan, Exhibit C, the base zoning district will remain single-family residential. The various land uses will follow the development requirements for the SFR zoning district as described in Appendix A, Zoning Ordinance in the UDC, unless otherwise noted. Notwithstanding the foregoing, no amendment to the UDC shall impact the PUD's vested rights as described in Chapter 245 of the Texas Local Government Code. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee.

Each land use category may be increased or decreased in acreage by up to ten percent (10%) of the total gross acreage of that land use category. The percentage of land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions and future modifications of roadway and drainage alignments. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

The development's single-family residential density shall not exceed 3 lots per acre, except as allowed per Section IV.4 of this document and as authorized by the City designee. The single-family residential density is calculated by dividing the total number of single-family residential lots by the total acreage of this PUD.

The land uses may be relocated within the boundaries of the PUD, provided there are no significant changes in geographic location as indicated in Article VII, Section 74, Planned Unit Developments in the UDC. The Composition of Land Use Table below provides a detailed tabulation of each land use within the development. All acreages shown below are subject to change as development occurs within the boundaries of the PUD and as allowed by this PUD.

2. Conversion of Specific Land Uses

a. In the event the developer elects to exercise using the pipeline corridor as a trail system to count as a parks dedication credit, the excess parks acreage shown on the conceptual land use plan may be converted to single-family residential uses.
b. In the event that excess parkland is converted to single-family residential, this conversion of land use shall not be counted towards the ten (10%) of change described in Section IV.1.

3. Composition of Land Use Table

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Major Arterials	SFR	±31.9	
Detention & Lakes	SFR	±44.0	
Lift Station	SFR	±0.2	
Subtotal		**±76.0**	**40.0%**
Community Land Uses			
Recreation Center & Parks	SFR	±20.7	
Landscape/Open Space	SFR	±8.6	
Subtotal		**±29.3**	**15.5%**
Residential Land Uses			
Single-Family Residential	See below	±84.4	
Subtotal		**±84.4**	**44.5%**
Totals		**±189.7**	**100.0%**

4. Single-Family Residential Lot Distribution Table

Lot Size	Zoning District	Number of Lots*	Allowable Percentage
50' wide lots	SFR	519	100%
Gross Residential Total		**519**	**100%**

**The number of lots per lot product is subject to change as subdivision layouts are finalized.*

Refer to Section V.2, of this document for applicable standards for the single-family residential lot product. The total number of lots may increase by up to 10%. The lot size listed above in the Single-Family Residential Lot Distribution Table reflect minimum lot width as described in Section V.2.

While the Conceptual Development Plan (Exhibit C) indicates the lot layout for this area, these lot counts are subject to change. The lot counts for this PUD shall be subject to the allowable percentages in the Single-Family Residential Lot Distribution Table. The actual number of lots and the units per acre may vary as allowed by this PUD.

V. DEVELOPMENT REGULATIONS

This PUD shall remain the governing document of the development. Consistent with provisions specified in Appendix A, Zoning Ordinance in the UDC, the future development of the subdivision will be governed by the development regulations for their assigned zoning district layout, design, and general conditions as approved in this document and exhibits. The PUD shall have vested rights as described in Chapter 245 of the Texas Local Government Code (“Chapter 245”), subject to the exemptions set forth therein. The term "Property" shall apply to all land contained within the PUD boundary. When there is a conflict between the requirements in the UDC (as may be amended) and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the City designee. Additional roadways, roadway alignments, or land uses shall not be required of this development as a result of future changes to the City’s comprehensive plan or UDC. Development fees (including without limitation capital recovery fees, parkland dedication fees, building permit fees, and tree mitigation fees)

are not established in the UDC and therefore will be assessed at the rate in existence at the time the relevant approval is sought for any development activity. All tracts located within the bounds of this PUD shall be platted, and detention ponds shall be platted when the first adjacent tract is platted.

1. Street and Circulation System

Below are several additional regulations that apply to the street and circulation system within the PUD:

a. The Planned Unit Development has established certain street criteria that will apply to streets within this PUD in addition to the city's standards.
b. All subdivision sections containing more than thirty-five (35) residential lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 25-foot-wide travel lanes separated by a median shall be acceptable in all circumstances and shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.
c. Neighborhood collector streets shall have a minimum right-of-way of 60 feet.
d. Residential (local) streets providing access to lots may have a right-of-way width of 50 feet.
e. All street rights-of-way widths shall be not less than 50 feet with a 10’ utility easement on each side.
f. Paving width shall be 28’ B-B for all residential streets.
g. Private streets may extend up to 200 feet without a turnaround. Dead end Type 2 private streets that exceed 200 feet in length shall provide an adequate turnaround.
h. Baird Boulevard shall have a minimum right-of-way width requirement of 100 feet within the boundary of the Coogan Tract PUD. Baird Boulevard is shown on Iowa Colony’s Major Thoroughfare Plan as a proposed major arterial. The alignment for Baird Boulevard terminates at Meridiana Parkway, as it is not shown in the Fort Bend County’s Major Thoroughfare Plan. South of the subject property, right-of-way for Baird Boulevard was dedicated at 120’ in width, therefore, the right-of-way will taper down to 100’ within the boundary of the Coogan Tract. To conform to Iowa Colony’s Major Thoroughfare Plan, the right-of-way for Baird Boulevard will widen to 120’ at the intersection of Baird Boulevard and Meridiana Parkway. Details regarding the construction of Baird Boulevard shall be part of any approved Development Agreement.
i. Each single-family lot shall have frontage on a local street, private street, or common area. When lots front a common area, vehicular access must be provided by a local street, private street, or alley.
j. The developer shall bear the cost of all streets within the PUD. The entire cost of thoroughfares, collectors, and local streets shall be eligible for reimbursement by the MUD.

2. Traditional Single-Family

All development standards for the proposed traditional single-family residential lots are subject to the development regulations below:

a. Minimum lot area: 6,000 square feet
b. Minimum lot width – 50’ (measured at the front setback)
c. Minimum front setback – 20’
d. Minimum side setback – 5’
e. Minimum street side setback (corner lot) – 10’
f. Minimum rear setback – 10’
g. Minimum porch setback – 15’
h. Minimum setback where garages face directly onto a street – 20’
i. Minimum setback for side-entry garages – 10’
j. Minimum pipeline setback – 50’
k. Maximum impervious building coverage – 60%
l. Maximum height of structures – 2 stories or 35’. May exceed 35’ if approved by the Fire Chief.

3. Tree Protection

The developer shall follow the City's tree preservation guidelines, as stated in Article 1 of Iowa Colony's UDC. The property consists primarily of agricultural fields with a few partially wooded areas. These wooded sections consist mainly of new-growth trees and brush and do not appear to contain mature shade trees or culturally significant vegetation that would warrant protection under the City's tree preservation guidelines.

4. Signage

All signage shall comply with the Iowa Colony UDC unless otherwise stated below. When there is a conflict between the requirements in the UDC and this PUD Document, this PUD document will govern. The potential signage locations are shown in the Conceptual Signage Location Exhibit (Exhibit F). The possible signage locations are not set locations and are subject to change.

a. Primary Entry Monument: A maximum of one primary entry monument shall be permitted with this development. The sign shall not exceed a size of twenty-five feet (25') tall with one, twenty-foot by twenty-foot (20'x20') tower footprint and an attached or isolated sign blade wall with a maximum size of ten feet (10') tall by eighty feet (80') in length. The sign area shall not be greater than 450 square feet.
b. Secondary Entry Monument: A maximum of three secondary entry monuments shall be permitted with this development. The sign shall not exceed a size of twelve feet (12') tall with a twelve-foot by twelve-foot (12'x12') tower footprint and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by thirty-five feet (35') in length. The sign area shall not be greater than 90 square feet.
c. Residential Entry Monument: Eight feet (8') tall with an eight-foot by eight-foot (8'x8') tower footprint and an attached or isolated sign blade wall with a maximum size of eight-feet (8') tall by twenty feet (20') in length. The sign area shall not be a greater than 32 square feet.

5. Parks and Trails

a. Compliance with Parkland Dedication and Compensating Open Space Requirements

Identification of the required amount of neighborhood parkland is to be indicated in this document. Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area. The various parks will be developed as the adjacent residential sections are developed. The parks shown throughout the project will be developed in accordance with PUD ordinance requirements and may include various forms of passive and active amenities, such as a splashpad, playground, a covered structure, trails, benches, and/or bike racks. The open space and park locations shall be owned and maintained by the HOA. Regional parks requirements shall be met.

Park dedication requirements in the City of Iowa Colony UDC for planned unit developments state that private neighborhood parkland dedicated in lieu of public parkland shall be 1 acre of parkland for every 54 proposed dwelling units. Based upon the estimated number of dwelling units, the development will be required to provide ±9.6 acres of parkland. Additionally, with the proposed 50' wide lot size, 150 square feet of compensating open space is required per lot. Based on the estimated number of dwelling units, the development shall provide approximately ±1.8 acres of compensating open space at the time of the preliminary plat.

The table below provides a tabulation of how the development will meet this requirement. If the dwelling units in the PUD are increased to where the neighborhood parkland provided is less than the minimum amount required per the City of Iowa Colony Zoning Ordinance, additional parkland will be provided to meet the requirement. A minimum of 4 percent of the total area shall be set aside for

open spaces areas, which shall include pipeline and utility easements, drainage ways, and wet and dry detention areas. The HOA or MUD will be responsible for maintaining all recreation centers, parks, landscaped areas, and open spaces within the PUD.

Land Use	Owner	Acreage
Parks	HOA or MUD	15.2
Recreation Center	HOA or MUD	5.5
Total		**20.7**

b. Use of Detention Areas for Parks Credit

The development is eligible to receive up to a 50% credit for construction of improvements to new wet detention facilities. Improvements may include at least one fountain, benches, and/or walking trails, and other water-based recreational activities. Credit for detention ponds is limited to the top of bank if it includes trails.

c. Trails

The Conceptual Amenities and Open Space Plan (Exhibit D) features five-foot (5') wide trails providing pedestrian connectivity. If approved by the pipeline company, trails will be provided along the pipeline easements on the north side of the tract to enhance the linear parks. The trails along the pipeline easement shall contribute towards the required parkland dedication requirements. The construction of the trails shall take place prior to acceptance of the construction maintenance bond for the section that is being developed. Unless otherwise mentioned in this section, compliance with the Iowa Colony's sidewalk requirements will be maintained throughout the project, completing the overall pedestrian network. Five-foot (5') wide sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section. Minimum 5' sidewalks shall be provided along all streets with no upgrades required for existing sidewalks unless noted above.

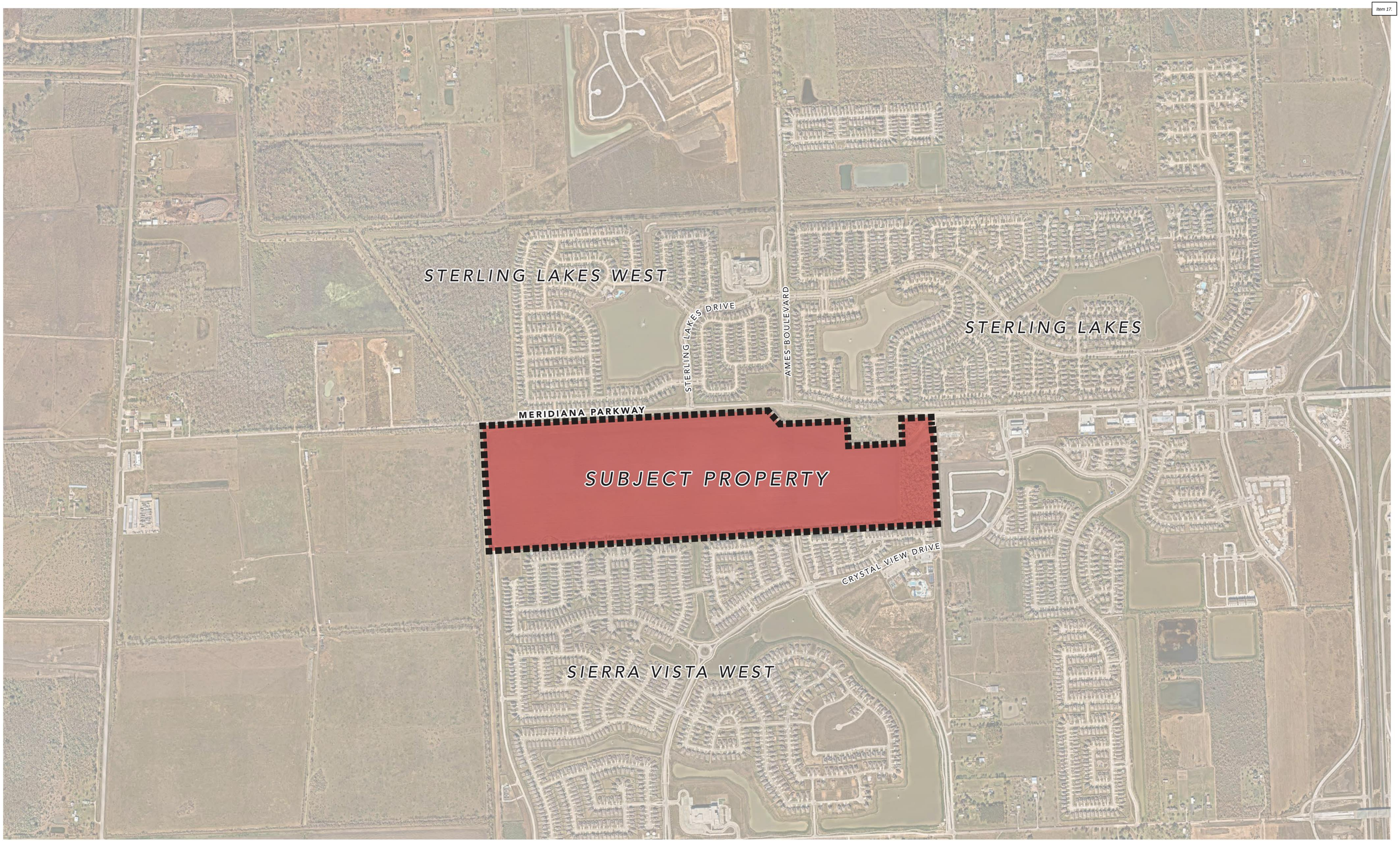
VI. UTILITIES

The utilities provided within the Coogan Tract PUD shall be appropriately designed, sized, and constructed in conformance with either Iowa Colony's engineering design criteria in effect at the time of approval of this PUD or an approved Utility Agreement.

VII. VARIANCES

There are variances to the Iowa Colony development regulations anticipated by the Coogan Tract PUD. Any variances to Iowa Colony's Subdivision Ordinance not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 2, Zoning Regulations, Chapter 3, Site Development Design and Improvements, and Article 5, Division 4, Signage, not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. The street and circulation system shall be developed in accordance with Section V.1 – Street and Circulation System.
2. All single-family residential traditional lots shall be regulated by the standards set forth in Section V.2 – Traditional Single-Family.
3. All signage in the project shall be regulated by the standards as stated in Section V.4 – Signage.
4. Parks and trails shall be regulated by the standards as stated in Section V.5 – Parks & Trails.



± 189.7 AC. COOGAN TRACT - AREA LOCATION MAP

EXHIBIT A

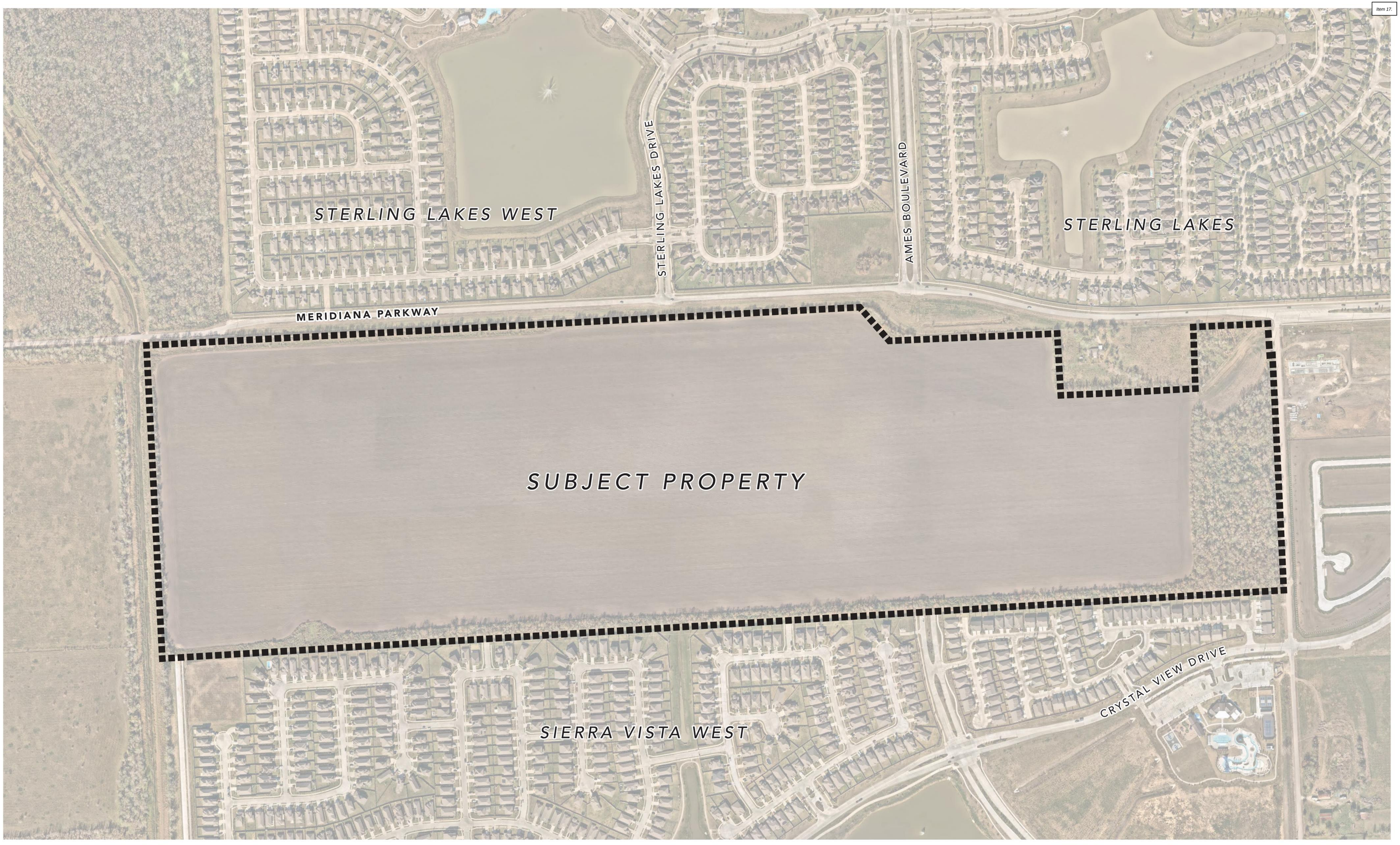
LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: June 30, 2025

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± 189.7 AC. COOGAN TRACT - PROJECT AERIAL MAP

EXHIBIT B

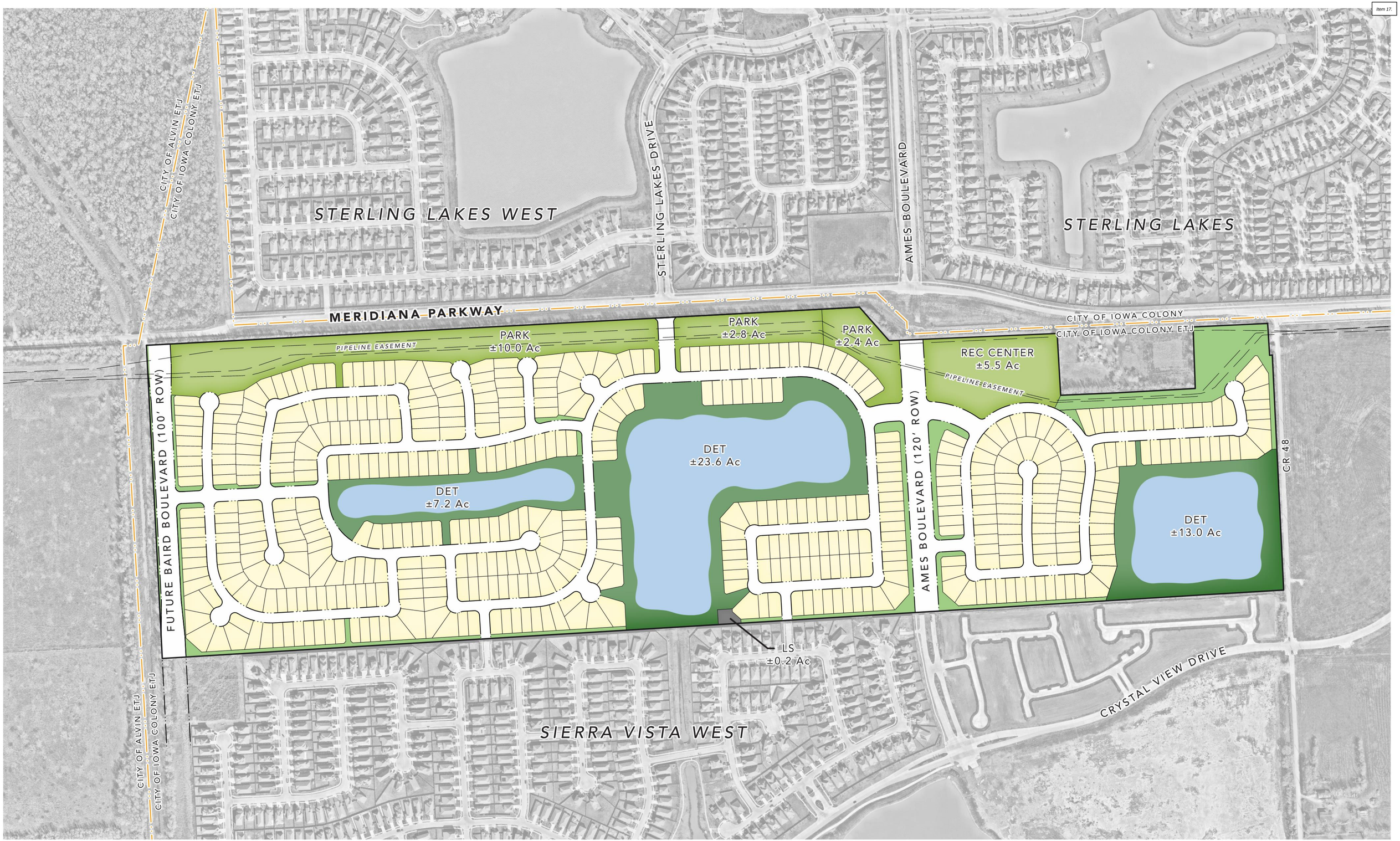
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± 189.7 AC. COOGAN TRACT - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C

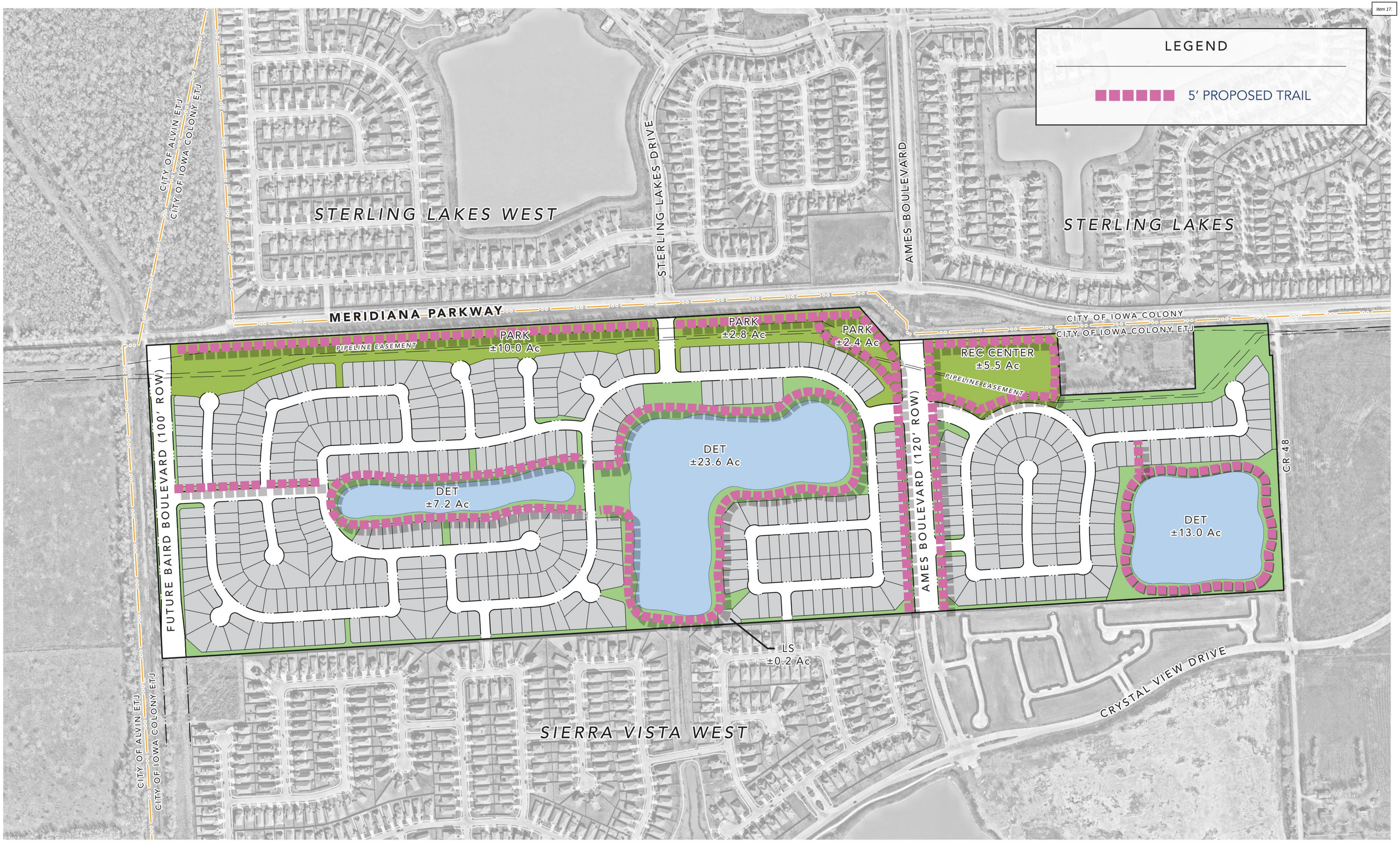
LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: June 30, 2025

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± 189.7 AC. COOGAN TRACT - CONCEPTUAL AMENITIES AND OPEN SPACE PLAN

EXHIBIT D

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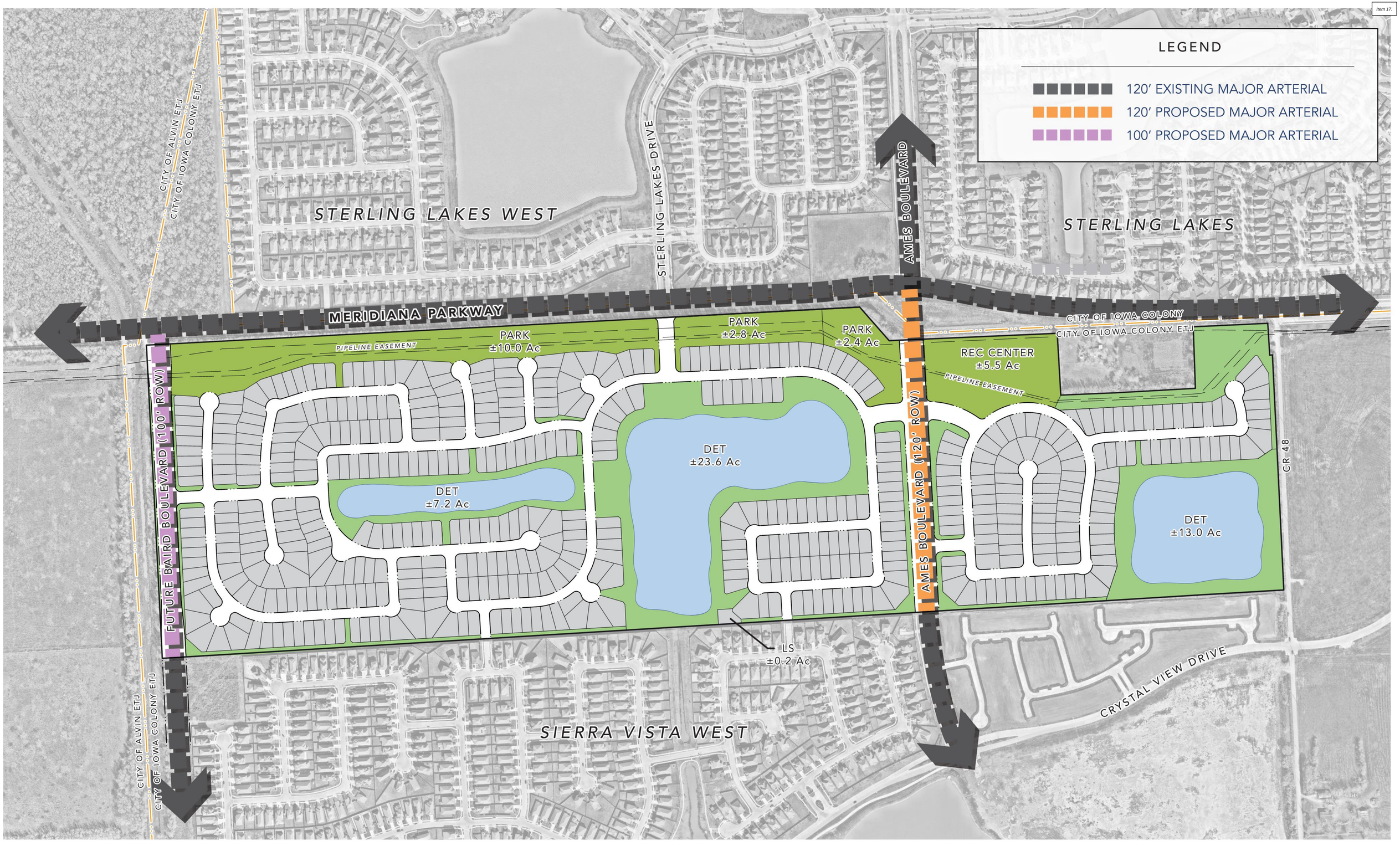
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LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: June 30, 2025

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± 189.7 AC. COOGAN TRACT - STREET AND CIRCULATION SYSTEM

EXHIBIT E

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LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: June 30, 2025

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± 189.7 AC. COOGAN TRACT - CONCEPTUAL SIGNAGE LOCATION

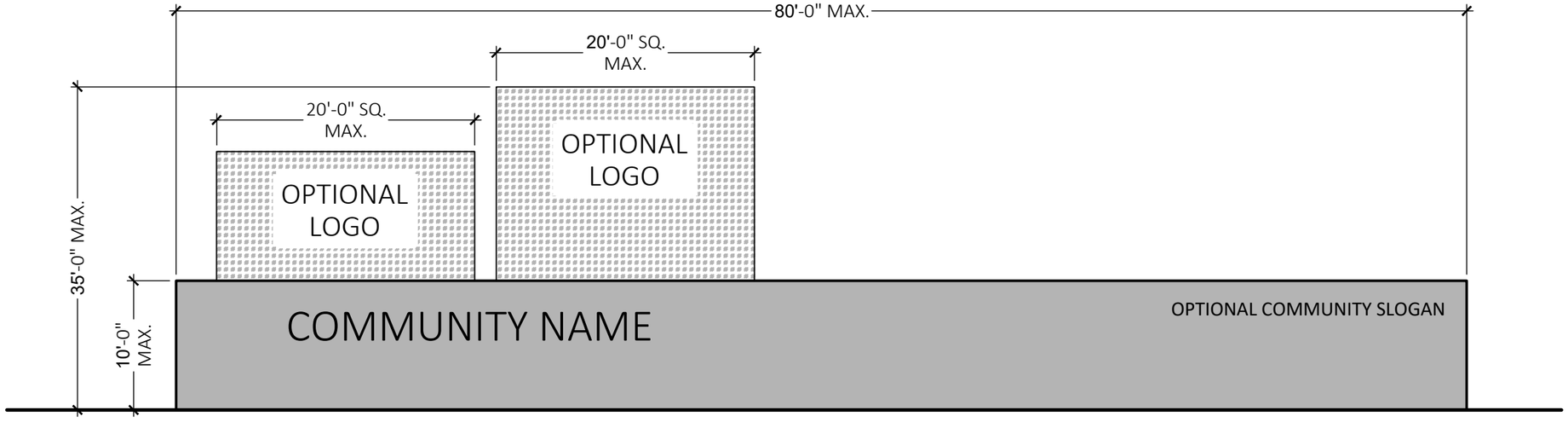
EXHIBIT F

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: June 30, 2025

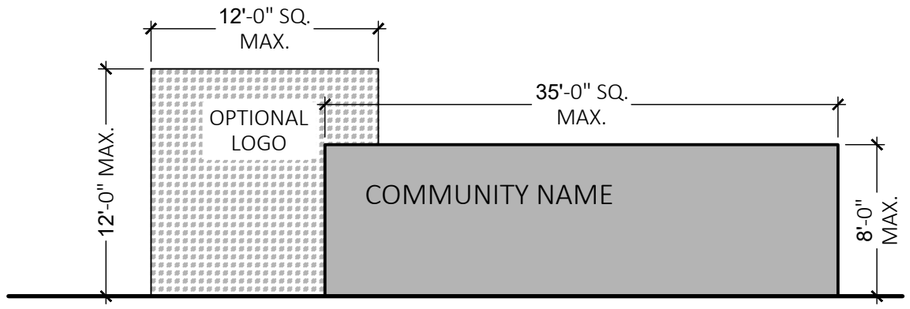
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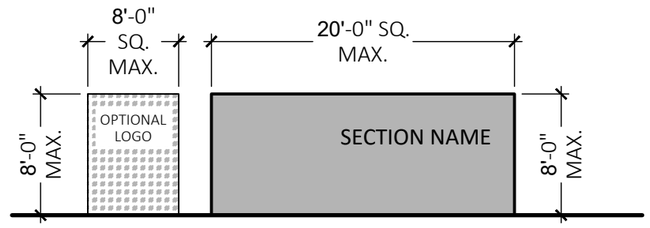
This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in visualizing the relationship between the various elements shown. Locations of roadways, lots, open space, easements, pond alignments, drainage, flood plains, utilities/chemical issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



PRIMARY ENTRY MONUMENTS



SECONDARY ENTRY MONUMENTS



RESIDENTIAL ENTRY MONUMENTS

RESOLUTION No. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM.

WHEREAS, the City of Iowa Colony, Texas has applied for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas General Land Office, and;

WHEREAS, an original signed copy of the *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Iowa Colony, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide the Texas General Land Office with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised *Depository/ Authorized Signatories Designation Form*.

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

The **Mayor and City Manager, Interim City Manager, City Attorney** be authorized to execute contractual and environmental review documents between the Texas General Land Office and the City for the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program.

The **City Manager, Interim City Manager, City Secretary, and City Attorney** be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant – Mitigation (CDBG-MIT) Resilient Communities Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS ON _____ ___, 2025.

_____
WIL KENNEDY, MAYOR

Attest:

_____
KAYLEEN ROSSER, CITY SECRETARY

CITY OF IOWA COLONY

City Council Agenda Item Request Form

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

Date:

Department Making Request: 20 - Police

Person Making Request: Chief Aaron I. Bell

Item Type: Ordinance

Budgeted? N/A (no cost) Cost:

If budgeted, identify account:

Short Description:

An ordinance to amend school zone times for Iowa Colony Junior High and Iowa Colony High School.

Explanation/Justification Details:

This ordinance will extend times for an existing school zone on both Davenport Pkwy and Iowa Colony Blvd to also serve Iowa Colony Junior High. The times for the existing school zone need to be updated to include arrival and dismissal for Iowa Colony Junior High.

In order to best achieve this, and not create confusion for drivers with multiple times, the times for the existing school zone will be extended to cover arrival and dismissal of both Iowa Colony High School and Iowa Colony Junior High. There will be one block of time for both morning and one block of time for afternoon.

The school zone times will be amended to 6:35 AM - 9:00 AM for arrival and 2:50 PM - 5:00 PM for dismissal.

Requestor Signature: Allen King Digitally signed by Allen King Date: 2025.09.08 12:49:12 -05'00'

==========

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, DESIGNATING **SCHOOL ZONES**; SETTING A **20 MILE PER HOUR** SPEED LIMIT AND **PROHIBITING CELL PHONE** USE THEREIN; PROVIDING OFFENSES AND A PENALTY OF UP TO $200 FOR A VIOLATION OF THIS ORDINANCE AND ADDITIONAL PENALTIES UNDER STATE LAW; AND CONTAINING RELATED PROVISIONS.

Whereas Chapters 542 and 545 of the Texas Transportation Code authorize cities to designate speed limits and school zones and to authorize signs and markings therefor; and

Whereas Section 545.425 of the Texas Transportation Code authorizes cities to post signs prohibiting the use of cell phones or other wireless communication devices in school zones; and

Whereas all requirements of law have been satisfied concerning the school zones, traffic regulations, signs, and markings established or authorized by this ordinance; and

Whereas this ordinance promotes the public health, safety, and welfare and helps to alleviate traffic hazards and to protect school children and others;

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

PART ONE
SCHOOL ZONES

1. Bel Nafegar Sanchez Elementary School Zone

a. School zones are hereby designated at the following locations in the City:

i. On **Ames Boulevard** starting at a point 1,120 feet northward along Ames Boulevard from the center of the intersection of Ames Boulevard with Sterling Lakes Drive/Sterling Lakes Drive West, and continuing southward along Ames Boulevard to a point 1125 feet northward from the centerline of Meridiana Parkway.

ii. On **Sterling Lakes Drive and Sterling Lakes West Drive** starting at the gate on Sterling Lakes Drive located approximately 170 feet eastward from the center line of Ames Boulevard, then extending westward for approximately 1102 feet from that gate along Sterling Lakes Drive and Sterling Lakes West Drive to a point at the western end of an opening in the median of Sterling Lakes West Drive, which point is the western end of this school zone and is also located approximately 215 feet eastward along the center line of Sterling Lakes West Drive from the centerline of Green Paradise Drive.

b. The school zones designated in this section shall be in effect at each of the following times: (1) from **7:15 a.m. until 8:00 a.m. and from 3:30 p.m. until 4:00 p.m.** on each day that the Alvin Independent School District conducts any class at **Bel Nafegar Sanchez Elementary School,** regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on the school zone sign for the location in question.

2. Meridiana Elementary School

a. School zones are hereby designated at the following locations in the City:

i. On **Meridiana Parkway** from a point 470 feet eastward along Meridiana Parkway from the centerline of the intersection of Meridiana Parkway with Iowa Colony Boulevard, to a point 490 feet westward along Meridiana Parkway from the centerline of the intersection of Meridiana Parkway with Iowa Colony Boulevard.

iii. On **Iowa Colony Boulevard** from a point 1,450 feet northward of the centerline of the intersection of Iowa Colony Boulevard with Meridiana Parkway, and extending southward along Iowa Colony Boulevard to a point 1,023 feet south of the centerline of the intersection of Iowa Colony Boulevard and Meridiana Parkway.

b. The school zones stated in this section shall be in effect at each of the following times: (1) from **7:15 a.m. until 8:00 a.m. and from 3:30 p.m. until 4:00 p.m.** on each day that the Alvin Independent School District conducts any class at **Meridiana Elementary School,** regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on the school zone sign for the location in question.

3. Caffey Junior High School Zones

a. School zones are hereby designated at the following locations in the City:

i. On **Meridiana Parkway** starting at a point 260 feet westward along Meridiana Parkway from the centerline of Pursley Boulevard, and extending east to the Iowa Colony city limit line.

ii. On **Pursley Boulevard** starting at a point 260 feet southward from the centerline of Meridiana Parkway, and extending northward along Pursley Boulevard to the Iowa Colony city limit line.

b. The school zones designated in this section shall be in effect at each of the following times: (1) from **7:00 a.m. until 9:00 a.m. and from 4:00 p.m. until 5:00 p.m.** on each day that the Alvin Independent School District conducts any class at **Caffey Junior High School,** regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on the school zone sign for the location in question.

4. Iowa Colony High School Zones

a. School zones are hereby designated at the following locations in the City:

i. On **Davenport Parkway** starting at a point 360 feet westward along Davenport Parkway from the centerline of Discovery Drive, and extending east along Davenport Parkway to a point 360 feet east of the centerline of Iowa Colony Boulevard.

ii. On **Iowa Colony Boulevard** starting at a point 360 feet northward from the centerline of Davenport Parkway, and extending southward along Iowa Colony Boulevard to a point 2,157 feet south of the centerline of Davenport Parkway.

iii. On **Discovery Drive** starting at its intersection with Davenport Parkway and extending generally southward along Discovery Drive a distance of 2068 feet.

b. The school zones designated in this section shall be in effect at each of the following times: (1) from **6:35 a.m. until 7:20 a.m. and from 2:50 p.m. until 3:20 p.m.** on each day that the Alvin Independent School District conducts any class at **Iowa Colony High School,** regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on the school zone sign for the location in question.

5. School Zone Speed Limit

a. The maximum prima facie speed limit for vehicles in a school zone designated by this ordinance is hereby set at **twenty miles per hour** while the school zone is in effect.

b. The speed limits herein established are hereby determined and declared to be the maximum prima facie reasonable, prudent, and safe speeds for vehicles at the locations and times herein stated; and those speed limits are hereby fixed at the rate of speed indicated for vehicles traveling at the locations and times herein stated. Speeds greater than those stated herein are hereby found to be unreasonable and unsafe. No person shall operate a vehicle at a speed greater than the maximum prima facie speed limit at the location and time herein stated.

6. Wireless Communications in School Zone

The City of Iowa Colony hereby adopts the restrictions on wireless communications under Texas Transportation Code section 545.425 in all school zones in the City.

PART TWO
TRAFFIC CONROL DEVICES

1. Traffic control devices of the types stated in Exhibit "A" hereto shall be placed in the locations stated in Exhibit "A", which is attached and incorporated herein in full.

PART THREE
GENERAL

1. Violations and Penalties

A violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine not to exceed $200, but if state law sets a higher fine or a higher maximum fine, then the state law shall govern and control.

2. Repeal of Prior School Zones

a. The school zones established in this ordinance repeal and replace any prior school zones on any of the same locations.

b. In addition, this ordinance repeals all prior school zones on Ames Boulevard, starting at the centerline of Meridiana Parkway and continuing northward along Ames Boulevard for 1,815 feet.

c. However, regardless of any other provision, the school zones repealed by this ordinance shall remain in full force and effect as to any violations occurring before this ordinance takes effect.

3. Other Ordinances

a. Nothing in this ordinance shall impair any other ordinance or other authority for any traffic regulation, sign, or marking except as specified herein.

b. To the extent of any conflict with the speed or scope of any speed limit in any other ordinance, this ordinance shall govern and control; provided, however, that the other ordinance shall govern any violation occurring before the date of this ordinance.

c. Without limiting the generality of the foregoing, this ordinance shall not impair the validity or authorization for any traffic sign authorized by Ordinance No. 2019-22, which provides for traffic enforcement in Sterling Lakes Subdivision.

4. Severance Clause

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.

5. Effective Date

This ordinance shall be effective at a location immediately upon the placement of signs or markings authorized or ratified by this ordinance at that location; provided, however, that this authorization shall be retroactive to the date of any previous order by the Police Chief authorizing said signs or markings.

6. Declaration of Emergency

The City Council hereby finds that that an emergency or an urgent public necessity requires the passage of this ordinance without two readings. The emergency is the danger to the health and lives of school children that would result from traffic at dangerous speeds around schools, if the effective date of this ordinance were delayed for a month for the second reading. Therefore, this ordinance shall take effect immediately upon passage upon the first reading, and upon placement of signs as provided herein for the location involved in any violation.

PASSED, APPROVED, and **EFFECTIVE on FIRST READING** on **DECEMBER 19, 2022**.

MICHAEL BYRUM-BRATSEN, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

FURTHER PASSED AND APPROVED on **SECOND READING** on 1/23/2023, **2022**.

MICHAEL BYRUM-BRATSEN, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

Iowa Colony/Ordinance/School Zone (12-19-22)

EXHIBIT "A" TO SCHOOL ZONE ORDINANCE - TRAFFIC CONTROL DEVICES

A. School Zone/Reduced Speed Ahead

The following traffic control devices shall be placed in advance of the entry into each school zone designated by this Ordinance, where the difference between the non-school zone speed limit and the school zone speed limit is more than 15 miles per hour, and these traffic control devices shall face traffic approaching the school zone: Types S4-or S4-5a under the Texas Uniform Manual on Traffic Control Devices.

B. School Speed Limit Flashing Assembly with Prohibition of Wireless Communications

The following traffic control devices shall be placed at the entry into a school zone designated by this Ordinance from a street with a speed limit of 40 miles per hour or more, and these traffic control devices shall face traffic entering the school zone: a School Speed Limit Flashing Assembly, Types S4-3P, R2-1, S4-1P, S4-6P, and S7-1T, under the Texas Uniform Manual on Traffic Control Devices.

C. School Speed Limit Assembly with Prohibition of Wireless Communications

The following traffic control devices shall be placed at the entry into a school zone designated by this Ordinance from a street with a speed limit of less than 40 miles per hour, and these traffic control devices shall face traffic entering the school zone: a School Speed Limit Assembly, Types S2-3P, R2-1, S4-1P, and S4-6P, under the Texas Uniform Manual on Traffic Control Devices.

D. End School Zone

The following traffic control devices shall be placed at the exit from each school zone designated by this Ordinance, facing traffic exiting the school zone: Type S5-2 under the Texas Uniform Manual on Traffic Control Devices.

City of Iowa Colony

School Zone

MERIDIANA ELEMENTARY SCHOOL:
9815 Meridiana Parkway, Iowa Colony, TX 77583

Meridiana Pkwy:
Starting from 490' west of the intersection of Meridiana Pkwy. and Iowa Colony Blvd. to 470' east of said intersection. (Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm)

Iowa Colony Blvd:
Starting from 1450' north of the intersection of Meridiana Pkwy. and Iowa Colony Blvd. to 1023' south of said intersection. (Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm)

School Times are: 8:00 am – 3:30 pm

Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm

Regular Speed Limit: 40 MPH

School Zone Speed: Change to 20 MPH (Buffer Necessary)

BEL SANCHEZ ELEMENTARY SCHOOL:
1721 Sterling Lakes Drive, Iowa Colony, Texas 77583

Ames Blvd.:
Starting from 430' north of the intersection of Meridiana Pkwy. and Ames Blvd. to a distance 1815' north of the intersection of Ames Blvd. and Sterling Lakes Drive. (Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm)

Sterling Lakes Drive.:
Starting from a distance 143' east of the intersection of Ames Blvd. and Sterling Lakes Drive going west to a distance of 976' west of said intersection. (Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm)

School Times are: 8:00 am – 3:30 pm

Times: 7:15 am – 8:00 am and 3:30 pm – 4:00 pm

Regular Speed Limit: 45 MPH on Ames and 35 MPH on Sterling Lakes Drive

School Zone Speed: 40 MPH and 25 MPH (Includes a type of buffer zone already)

CAFFEY JUNIOR HIGH SCHOOL:
9727 Pursley Blvd., Manvel, TX 77578

Meridiana Parkway:
Starting from a distance 260' west of the intersection of Meridiana Pkwy. and Pursley Blvd. east to city limit line. (Times: 7:00 am – 9:00 am and 4:00 pm – 5:00 pm)

Pursley Blvd.:
Starting from a distance 260' south of the intersection of Meridiana Pkwy and Pursley Blvd. north to city limit line. (Times: 7:00 am – 9:00 am and 4:00 pm – 5:00 pm)

School Times: 8:40 am – 4:10 pm

Times: 7:00 am – 9:00 am and 4:00 pm – 5:00 pm (This matches City of Manvel)

Regular Speed Limit: 40 MPH

School Zone Speed: 20 MPH (Buffer Necessary)

IOWA COLONY JUNIOR HIGH SCHOOL:
3704 Davenport Parkway, Iowa Colony, TX 77583

Davenport Parkway:
Starting from a distance 360' west of the intersection of Discovery Drive and Davenport Pkwy. going west terminating 360' east of the intersection of Iowa Colony Blvd and Davenport Pkwy. (Times: 6:35 am – 9:00 am and 2:50 pm – 5:00 pm)

Iowa Colony Blvd.:
Starting from a distance 360' north of the intersection of Iowa Colony Blvd. and Davenport Pkwy., terminating approximately 2157' south of the intersection of said intersection. (Times: 6:35 am – 9:00 am and 2:50 pm – 5:00 pm)

School Times: 8:40 am – 4:10 pm

Times: 6:35 am – 9:00 am and 2:50 pm – 5:00 pm

Regular Speed Limit: 40 MPH

School Speed Limit: Change to 20 MPH (Buffer Necessary)

IOWA COLONY HIGH SCHOOL:
3700 Davenport Parkway, Iowa Colony, TX 77583

Davenport Parkway:
Starting from a distance 360' west of the intersection of Discovery Drive and Davenport Pkwy. going west terminating 360' east of the intersection of Iowa Colony Blvd and Davenport Pkwy. (Times: 6:35 am – 7:20 am and 2:50 pm – 3:20 pm) (Times: 6:35 am – 9:00 am and 2:50 pm – 5:00 pm)

Iowa Colony Blvd.:
Starting from a distance 360' north of the intersection of Iowa Colony Blvd. and Davenport Pkwy., terminating approximately 2157' south of the intersection of said intersection. (Times: 6:35 am – 9:00 am and 2:50 pm – 5:00 pm)

Discovery Drive:
Starting at the intersection of Davenport Pkwy. and Discovery Drive, terminating south to a distance of 2068' from said intersection. (Times: 6:35 am – 7:20 am and 2:50 pm – 3:20 pm)

School Times: 7:20 am – 2:50 pm

Times: 6:35 am – 7:20 am and 2:50 pm – 3:20 pm

Regular Speed Limit: 40 MPH

School Speed Limit: Change to 20 MPH (Buffer Necessary)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING ORDINANCE NO. 2023-03, CODIFIED AS SECTION 38-3 OF THE IOWA COLONY CITY CODE ("SCHOOL ZONES"), TO ADD A SCHOOL ZONE FOR IOWA COLONY JUNIOR HIGH SCHOOL AND TO ADJUST THE TIMES FOR IOWA COLONY HIGH SCHOOL; PRESERVING ALL OTHER REGULATIONS IN ORDINANCE NO. 2023-03; PROVIDING A PENALTY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, The City Council of the City of Iowa Colony previously adopted Ordinance No. 2023-03, codified in Sec. 38-3 of the Iowa Colony City Code, establishing school zones and hours of operation for designated schools within the City; and

WHEREAS, Both Iowa Colony Junior High School, located at 3704 Davenport Parkway, and Iowa Colony High School, located at 3700 Davenport Parkway, share common roadways that approach along Davenport Parkway and Iowa Colony Boulevard; and

WHEREAS, The Junior High and High Schools operate on different daily schedules, but because their school zones overlap on the same roadways, the school zone times must be standardized to reflect the broader operational windows necessary for the safety of all students and the traveling public; and

WHEREAS, The City Council finds it necessary to amend Ordinance No. 2023-03, codified in Sec. 38-3 to add Iowa Colony Junior High School to the list of designated school zones and to adjust the times of the Iowa Colony High School zone accordingly;

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

SECTION 1. That Ordinance No. 2023-03, Codified as Section 38-3 of the Iowa Colony City "School Zones" is hereby amended as follows:

AMENDING TO READ AS FOLLOW:

4. Iowa Colony High School
   a. School zones are hereby designated at the following locations in the City:
      i. On **Davenport Parkway** starting at a point 360 feet westward along Davenport Parkway from the centerline of Discover Drive, and extending east along Davenport Parkway to a point 360 feet east of the centerline of Iowa Colony Boulevard.
      ii. On **Iowa Colony Boulevard** starting at a point 360 feet northward from the centerline of Davenport Parkway, and extending southward along Iowa Colony Boulevard to a point 2,157 feet south of the centerline of Davenport Parkway.

iii. On **Discovery Drive** starting at its intersection with Davenport Parkway and extending generally southward along Discovery Drive a distance of 2068 feet (retained for **Iowa Colony High School** only, and shall be in effect from 6:35 a.m. – 7:20 a.m. and 2:50 p.m. – 3:20 p.m.).

b. The school zones designated in sections i. and ii. shall be in effect at each of the following times: (1) from 6:35 a.m. – 9:00 a.m. and from 2:50 p.m. – 5:00, and the school zone designated in section iii. which is retained for **Iowa Colony High School** only, shall be in effect from 6:35 a.m. – 7:20 a.m. and 2:50 p.m. – 3:20 p.m., on each day that the Alvin Independent School District conducts any class at **Iowa Colony High School**, regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on a school zone sign for the location in question.

ADDING PARAGRAPH

5. Iowa Colony Junior High School

a. School zones are hereby designated at the following locations in the City:

i. On **Davenport Parkway** starting at a point 360 feet westward along Davenport Parkway from the centerline of Discover Drive, and extending east along Davenport Parkway to a point 360 feet east of the centerline of Iowa Colony Boulevard.

ii. On **Iowa Colony Boulevard** starting at a point 360 feet northward from the centerline of Davenport Parkway, and extending southward along Iowa Colony Boulevard to a point 2,157 feet south of the centerline of Davenport Parkway.

b. The school zone shall be in effect from 6:35 a.m. – 9:00 a.m. and from 2:50 p.m. – 5:00 on each day that the Alvin Independent School District conducts any class at **Iowa Colony Junior High School**, regardless whether a light is flashing on a school zone sign; and (2) at any time, regardless whether within the above hours, when a light is flashing on a school zone sign for the location in question.

SECTION 2. All remaining provisions of Ordinance No. 2023-03, codified in Sec. 38-3 of the Iowa Colony City Code, not expressly amended hereby shall remain in full force and effect, including but not limited to the **Declaration of Emergency** contained in Section 6 allowing the ordinance to take immediate effect for the protection of public health, safety, and welfare.

SECTION 3. Any person, firm, or corporation who violates this Ordinance shall be punished by a fine not to exceed two hundred dollars ($200.00) for each offense. Each day any such violation continues shall constitute a separate offense.

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

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

SECTION 6. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 15TH DAY OF SEPTEMBER 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Tuesday, July 29, 2025
6:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 29th day of July 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

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

CALL TO ORDER
Mayor Kennedy called the meeting to order at 6:00 P.M

INVOCATION
Councilman Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

CITIZEN COMMENTS
There were no comments from the public.

ITEMS FOR CONSIDERATION

1. Consideration and possible action on the Coogan Tract development and funding options.

   Joel Castro of LJA Engineering presented the proposed development of the Coogan Tract, which includes approximately 519 residential lots, 20 acres of parkland and open space, and proposed trail systems. Planned traffic improvements include the expansion of Meridiana Parkway, installation of a traffic signal at Ames Boulevard and Meridiana Parkway, and the addition of westbound turn lanes at Ames Boulevard. Mr. Castro also discussed two potential water access plans along with associated cost estimates and provided a project timeline. He highlighted several anticipated benefits of the development for the city, including enhanced community pride, preservation of dark sky-compliant lighting, expansion of Meridiana Parkway, and improvements to parks and landscaping.

Andre Ayala with Hilltop Securities, acting as the financial advisor for Allied Securities, presented potential financing options to the City Council. The proposal involves the creation of a Municipal Management District (MMD) within the City's Extraterritorial Jurisdiction (ETJ). The financing would be structured through fixed and finite special assessments, rather than through traditional property taxation. The developer also requested an incentive to facilitate the transaction.

Mayor Pro Tem Greene-Scott noted that while the City had previously permitted postponed annexation, that policy is no longer in place. She emphasized that immediate annexation is now required and expressed concern based on negative outcomes from delayed annexation in the past. She stated that staff had already communicated this policy to the developer. She also asked about the potential drawbacks of placing a lien on the property.

Councilmember Varlack remarked that the presentation appeared to assume a delay in annexation. He asked the developer to clarify the timeline for the proposed delay. The developer responded that the timing would depend on the pace of the project's development. He explained that the challenge with immediate annexation is the requirement to adopt the City's tax rate from day one, which they view as burdensome. He also elaborated on the differences between a MUD (Municipal Utility District) and a MMD, and requested input from Joel Cleveland on how a PID (Public Improvement District) compares to an MMD.

Councilmember Brooks requested clarification on the financing structure of the proposed MMD.

Councilmember Hargroder expressed hesitation regarding the use of special districts. She asked how the MMD board would be formed and operate, and strongly recommended that the developer collaborate closely with City staff and follow their guidance.

Mayor Kennedy indicated that while he is open to further discussion on the various financing mechanisms, he is not in favor of delayed annexation.

Joel Cleveland, the City's legal counsel, outlined the procedures for forming a PID, explained the implications of liens and assessments, and discussed options for forming the MMD board. He also addressed the treatment plant's capacity and coordination required with existing MUDs. Joel stated that he would provide the pros and cons of both a PID and MMD, after which Council would determine the preferred direction.

Dinh Ho, Consultant City Engineer, added that an agreement with MUD 31 and MUD 32 would be necessary to secure adequate plant capacity to serve the site.

Mayor Kennedy called a recess at 7:26 P.M. for the Council to convene into Executive Session under Section 551.071 of the Texas Government Code to consult with the City Attorney regarding potential land acquisition. Council returned to open session at 8:20 P.M.

Motion made by Mayor Pro Tem Greene-Scott to authorize staff to negotiate a PID with the developer including annexation at closing or equivalent arraignments to be discussed with staff, Seconded by Councilmember Varlack.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce, Councilmember Brooks

ADJOURNMENT
The meeting was adjourned at 8:21 P.M.

APPROVED THIS 15th DAY OF SEPTEMBER 2025

_____
Kayleen Rosser, City Secretary

_____
Wil Kennedy, Mayor

CITY COUNCIL WORKSESSION MINUTES

Monday, August 18, 2025
5:30 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 18th day of August 2025, the City Council of the City of Iowa Colony, Texas, held a worksession at 5:30 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

And Councilmember Nikki Brooks being absent, constituting a quorum at which time the following business was transacted.

CALL TO ORDER
Mayor Kennedy called the worksession to order at 5:30 P.M.

CITIZEN COMMENTS
There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on FY2025-26 Proposed Budget.

   Consultant Kendra Murphy presented an overview of the budget book, covering the proposed tax rates (M&O and I&S), organizational structure, budget calendar, financial policies, expenditures, utility fund, TIRZ and rebates, and revenues.

   Mayor Pro Tem Greene-Scott and Councilmember Hargroder thanked Ms. Murphy for her hard work on the budget book.

   Councilmember Varlack inquired about food truck operations and how sales tax distribution is affected.

   Mayor Pro Tem Greene-Scott expressed concerns regarding the beautification of Iowa Colony and inquired about the TxDOT beautification project, as well as the interlocal agreement with TxDOT for mowing services.

   Councilmember Murray inquired whether funding for city events was included in the budget.

2. Discussion of proposed Certificates of Obligation Series 2025.

   Kristin Bloomquist, Municipal Advisor for the City of Iowa Colony, provided an overview of the proposed issuance of Certificates of Obligation. Johnathan Frels of Bracewell was also present. At the upcoming Council meeting, the Council will consider approving a Resolution to publish the Notice of Intent for an amount not to exceed $30 million. Ms. Bloomquist outlined two potential methods of sale: a negotiated sale or a competitive sale. She also presented preliminary financial data and a breakdown of debt service related to water and wastewater projects. The objective is to shift the debt service from the property tax rate to the water and sewer fund. Additionally, she reviewed the proposed timeline for the issuance and suggested holding a special meeting on October 21 or 22 to proceed with the sale.

EXECUTIVE SESSION

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

3. Discussion of the qualifications and selection of City Manager candidates.

ADJOURNMENT

The worksession was adjourned at 6:42 P.M.

APPROVED THIS 15th DAY OF SEPTEMBER 2025

_____	_____
Kayleen Rosser, City Secretary	Wil Kennedy, Mayor

CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Monday, August 18, 2025
7:00 PM

Iowa Colony City Council Chambers, 3144 Meridiana Parkway, Iowa Colony, Texas 77583
Phone: 281-369-2471 • Fax: 281-369-0005 • www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 18th day of August 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

And Councilmember Nikki Brooks being absent, constituting a quorum at which time the following business was transacted.

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

INVOCATION
Councilmember Varlack prayed aloud.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS
Reserved for formal presentations and proclamations.

1. Presentation of Fourth of July Sponsorship Awards

   Mayor Kennedy presented the awards to the Fourth of July Sponsors who were in attendance.

CITIZEN COMMENTS
There were no comments from the public.

COUNCIL COMMENTS
There were no council comments provided.

STAFF REPORTS

2. Building Official/Fire Marshal Monthly Report.
3. Police Department Monthly Report
4. Municipal Court Monthly Report
5. Public Works Monthly Report
6. City Engineer's Report
7. Finance Monthly Reports
8. Technology Department Monthly Report
9. Water/Wastewater Utility Monthly Report

Mayor Pro Tem Greene-Scott expressed concerns regarding litter and overgrown grass along Meridiana Parkway.

Councilmember Boyce recognized Sergeant King for completing a FEMA training program.

Councilmember Hargroder inquired about the status of the overpass and Toll Road project.

Consulting City Engineer Dinh Ho discussed the requirements for the Impact Fee Advisory Committee and noted that upcoming appointments will be needed.

PUBLIC HEARINGS

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

    A tract of land containing approximately 39.83 acres, situated in Brazoria County, Texas, Lots 1-9, in Block 1, of Colony Estates Phase 1 as recorded in Clerk's File No. 2005044763 of Official Public Records of Brazoria County, Texas. Located in the Northwest ¼ of Section 57, of the H.T. & B.R.R. Co. Survey, Abstract No. 289.

    Mayor Kennedy opened the public hearing at 7:27 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:28 P.M.

ITEMS FOR CONSIDERATION

11. Consideration and possible action on an ordinance granting a variance to the build to line requirements in the City's Unified Development Code for the Primrose School located at 9828 Karsten Boulevard.

    Motion made by Councilmember Hargroder to approve an ordinance granting a variance to the build to line requirements in the City's Unified Development Code for the Primrose School located at 9828 Karsten Boulevard, Seconded by Councilmember Varlack.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce
    Voting Abstaining: Mayor Kennedy

12. Consideration and possible action on a resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement and Notice of Sale; and Approving Other Matters Incidental thereto.

    Motion made by Councilmember Boyce to approve a resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation with the amendments as discussed in work session; Approving the Preparation of a Preliminary Official Statement and Notice of Sale; and

Approving Other Matters Incidental thereto, Seconded by Councilmember Murray.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

EXECUTIVE SESSION-7:46 P.M.
Executive session in accordance with 551.071 and 551.074 of the Texas Gov't Code to deliberate and consult with attorney on the following:

13. Discussion of the qualifications and selection of City Manager candidates.
14. Discussion on annual performance appraisal and contract for the City Attorney.
15. Discuss appointments to the Crime Control and Prevention District Board of Directors.
16. Discuss appointments to the Planning and Zoning Commission.
17. Discuss appointments to the Charter Review Commission.

POST EXECUTIVE SESSION- 10:07 P.M.

ITEMS FOR CONSIDERATION

18. Consideration and possible action on Executive Session matters.

    Motion made by Mayor Pro Tem Greene-Scott to amend the City Attorney's contract and pay to be retroactive and effective April 3, 2025 and accept the redline to the City Attorney's contract, Seconded by Councilmember Hargroder.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

19. Consideration and possible action appointing members to the Crime Control and Prevention District Board of Directors.

    Motion made by Councilmember Varlack to appoint Andrew Mattiello to the Crime Control and Prevention District Board of Directors, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

20. Consideration and possible action to appoint members to the Planning and Zoning Commission.

    Motion made by Councilmember Varlack to appoint Demond Woods to the Planning and Zoning Commission, Seconded by Mayor Pro Tem Greene-Scott.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

21. Consideration and possible action to appoint members to the Charter Review Commission.

    Motion made by Councilmember Murray to reappoint Carol Wall, Robert Wall, Brenda Dillon, Rosie Flores, Rebecca Hester, Brenda Ledbetter, and Margaret Craven and to appoint new members Chad Wilsey, Lisco Scott, Michael Hargroder, Herman Charles, and Leslie Hayes to the Charter Review Commission, Seconded by Councilmember Boyce.
    Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

CONSENT AGENDA
Motion made by Councilmember Hargroder to approve all consent items as presented minus item no. 24, Seconded by Mayor Pro Tem Greene-Scott.
Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce

22. Consider approval of the July 21, 2025 City Council worksession minutes.
23. Consider approval of the July 21, 2025 City Council meeting minutes.
24. Consider approval of the July 29, 2025 City Council meeting minutes.

    There was no action taken on this item.
25. Consider approval of the August 11, 2025 City Council meeting minutes.
26. Consider approval of the Creekhaven Section 4 Preliminary Plat.
27. Consider approval of the Creekhaven Section 5 Preliminary Plat.
28. Consider approval of the Creekhaven Section 6 Preliminary Plat.
29. Consider approval of the Sierra Vista West Section 11 Final Plat.
30. Consider approval of the Sunset Prairie Subdivision Preliminary Plat.
31. Consider approval of the TMS Estates Abbreviated Plat.
32. Consider approval of the Parkway KIA Preliminary Plat.
33. Consider approval of Caldwell Crossing Section 4 - Water, Sanitary Sewer, Drainage and Paving Facilities into the One Year Maintenance Period.
34. Consider approval of Ellwood Section 1B - Water, Sanitary Sewer, Drainage and Paving Facilities into the One Year Maintenance Period.
35. Consider Final Approval of Sierra Vista Section 1 - Water, Sanitary Sewer, Drainage and Paving Facilities.
36. Consider Final Approval of Sierra Vista Section 2- of Water, Sanitary Sewer, Drainage and Paving Facilities.
37. Consider Final Approval of Sierra Vista West Section 8 - Water, Sanitary Sewer, Drainage and Paving Facilities
38. Consider Final Approval of Sierra Vista West Section 9 - Water, Sanitary Sewer, Drainage and Paving Facilities

ADJOURNMENT

The meeting was adjourned at 10:13 P.M.

APPROVED THIS 15th DAY OF SEPTEMBER 2025

_____ _____

Kayleen Rosser, City Secretary Wil Kennedy, Mayor

whitleypenn

Houston Office
3737 Buffalo Speedway
Suite 1600
Houston, Texas 77098
713.621.1515 Main

whitleypenn.com

September 2, 2025

The Honorable Mayor and Members of the City Council
City of Iowa Colony, Texas

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of City of Iowa Colony, Texas (the "City") as of and for the year ended September 30, 2025. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated September 2, 2025, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended, and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements, and on major federal award program compliance. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the required supplementary information (RSI) is to perform limited procedures consisting primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquires. We will not express an opinion or provide any form of assurance on the RSI. The following RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis,
2) General Fund Budgetary Comparison Schedule
3) Pension Information

Our responsibility as it relates to the supplementary information is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining and Individual Fund Financial Statements and Schedules, and
2) Schedule of Expenditures of Federal Awards.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the City's annual report includes only the information identified in our report. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible, as soon as practicable and, in any case, prior to the City's issuance of such information.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each major federal program. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements or material noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended, and the provisions of the Uniform Guidance.

Our audit will include obtaining an understanding of the City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the City's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Recent accounting standards now require us to communicate to you any significant risks identified during the planning stages of the audit which deserve special audit consideration. Our audit approach includes the identification of two significant risks which apply to all governmental audits:

- **Management override of controls** - Fraudulent financial reporting often involves management override of controls that otherwise may appear to be operating effectively. This is considered a significant risk due to the unpredictable way in which management override of controls can occur. We will design our audit procedures to address this significant risk by performing brainstorming discussions among our staff, introducing the element of unpredictability in our audit approach, performing fraud inquiries, and testing journal entries. This risk is standard in our approach for all governmental audits and is not specific to the City.

- **Improper revenue recognition** – The risk of fraud in revenue recognition is presumed and it requires the auditor to treat the risk of improper revenue recognition due to fraud as a significant risk. Our audit procedures will address this risk by gaining an understanding of all revenue streams, testing controls over areas with a high volume of transactions for which substantive procedures alone are not sufficient, confirmation of significant transactions with external sources, and vouching certain transactions from the general ledger to the supporting documentation and bank statements. This risk is standard in our approach for all governmental audits and is not specific to the City.

We are currently not aware of any additional significant risks which are specific to the City. However, additional significant risks may arise during the audit.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2025
Perform year-end audit procedures	January 2026
Issue audit reports	March 2026

This information is intended solely for the information and use of The Honorable Mayor and Members of the City Council and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Whitley Penn LLP

Houston, Texas

whitleypenn

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713.621.1515 Main

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September 2, 2025

To the Honorable Mayor and
Members of the City Council
City of Iowa Colony, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Iowa Colony, Texas (the "City"), as of September 30, 2025 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs for the year ended September 30, 2025.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis,
2) General Fund Budgetary Comparison Schedule
3) Pension Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining and Individual Fund Financial Statements and Schedules, and
2) Schedule of Expenditures of Federal Awards.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances.

The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of the programs;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For the design, implementation, and maintenance of internal control over federal awards;
- For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:

a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
b. Additional information that we may request from management for the purpose of the audit;
c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

Nonattest services will include assistance with preparation of the financial statements and note disclosures, including government-wide adjustment adjusting entries, assistance with the preparation of the schedule of expenditures of federal award (SEFA), and assistance with the preparation of data collection form and its submission to the Federal Audit Clearinghouse. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Governmental Auditing Standards*.

Our responsibilities and limitations of the nonattest services are described below:

> The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2025
Perform year-end audit procedures	January 2026
Issue audit reports	March 2026

We anticipate meeting these deadlines barring any delays.

Patrick Simmons, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be $65,000. If applicable, Single Audit procedures for one federal major program will be $7,500 and each additional federal major program will be $2,500. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. In addition, expenses paid to electronically confirm balances of financial statement accounts will be the responsibility of the City. We anticipate electronic confirmation costs to be approximately $1,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the City's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the City. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.

3. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.

4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.

5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn agree not to demand a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Williamson County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

> "Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Iowa Colony, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 13, 2024

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2® engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Phase I General Plan (formerly Maple Farms)
Letter of Recommendation to Approve with Conditions
COIC Project No. 6896
ALLC Project No. 710-25-002-041

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal for Wynserra Phase I General Plan (formerly Maple Farms), received on or about August 26, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, Adico recommends Approval with Conditions. The east-west collector road shall be a minimum 80' ROW as defined in the Subdivision Ordinance. Although not illustrated in the Major Thoroughfare Plan, the proposed east-west collector roadway connecting FM 521 (Super Arterial) and future Baird Parkway (Major Arterial) aligns with the description of the Major Collector.

Per the Subdivision Ordinance:

Major Collector streets are secondary traffic arteries which are intended to connect two or more Major Arterial streets or to connect Major Arterial streets with Minor Arterial streets and serve as parallel roadways adjacent to Super Arterial streets and which are used primarily for medium speed or medium traffic.

Minor collector streets are secondary traffic arteries which are intended to connect Local streets with Minor Arterial streets or to connect Major Arterial streets and which are used primarily for slower speed or lower volume traffic.

Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning Meeting.

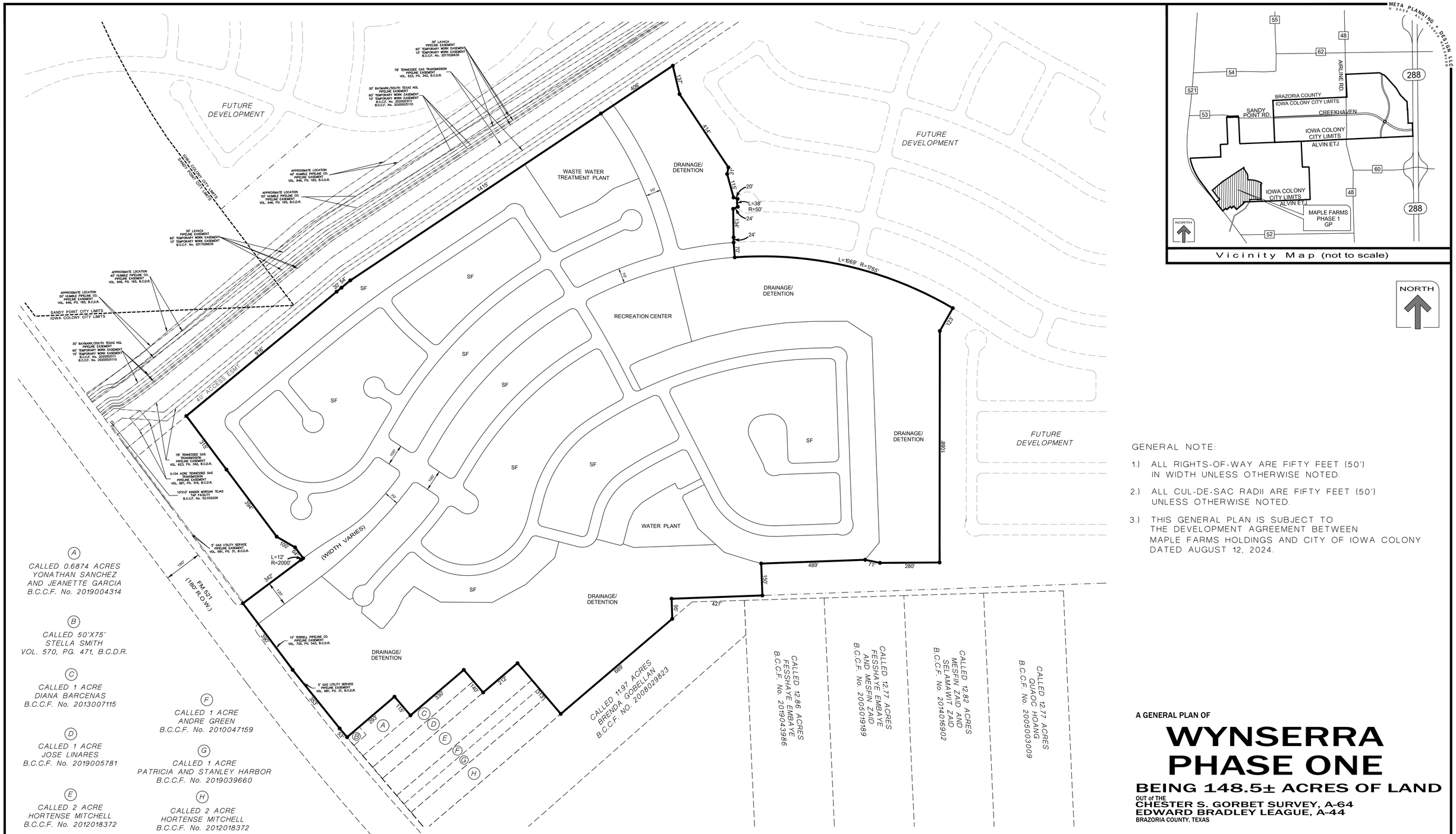
Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser
File: 710-25-002-041

APPROVED WITH CONDITIONS, ADICO, LLC, 08262025



Vicinity Map (not to scale)

NORTH

GENERAL NOTE:

1.) ALL RIGHTS-OF-WAY ARE FIFTY FEET (50') IN WIDTH UNLESS OTHERWISE NOTED.

2.) ALL CUL-DE-SAC RADII ARE FIFTY FEET (50') UNLESS OTHERWISE NOTED.

3.) THIS GENERAL PLAN IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN MAPLE FARMS HOLDINGS AND CITY OF IOWA COLONY DATED AUGUST 12, 2024.

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS GENERAL 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.

A GENERAL PLAN OF

WYNSERRA PHASE ONE

BEING 148.5± ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

OWNER:
MAPLE FARMS HOLDINGS, LLC

SCALE: 1" = 200'
0 200 400

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

AUGUST 21, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 1 Preliminary Plat (formerly Maple Farms)
Letter of Recommendation to Approve with Conditions
COIC Project No. 6791
ALLC Project No. 710-25-002-033

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Wynserra Section 1 Preliminary Plat (formerly Maple Farms), received on or about August 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, Adico recommends Approval with Conditions. The east-west collector road shall be a minimum 80' ROW as defined in the Subdivision Ordinance. Although not illustrated in the Major Thoroughfare Plan, the proposed east-west collector roadway connecting FM 521 (Super Arterial) and future Baird Parkway (Major Arterial) aligns with the description of the Major Collector.

Per the Subdivision Ordinance:

Major Collector streets are secondary traffic arteries which are intended to connect two or more Major Arterial streets or to connect Major Arterial streets with Minor Arterial streets and serve as parallel roadways adjacent to Super Arterial streets and which are used primarily for medium speed or medium traffic.

Minor collector streets are secondary traffic arteries which are intended to connect Local streets with Minor Arterial streets or to connect Major Arterial streets and which are used primarily for slower speed or lower volume traffic.

Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning Meeting.

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

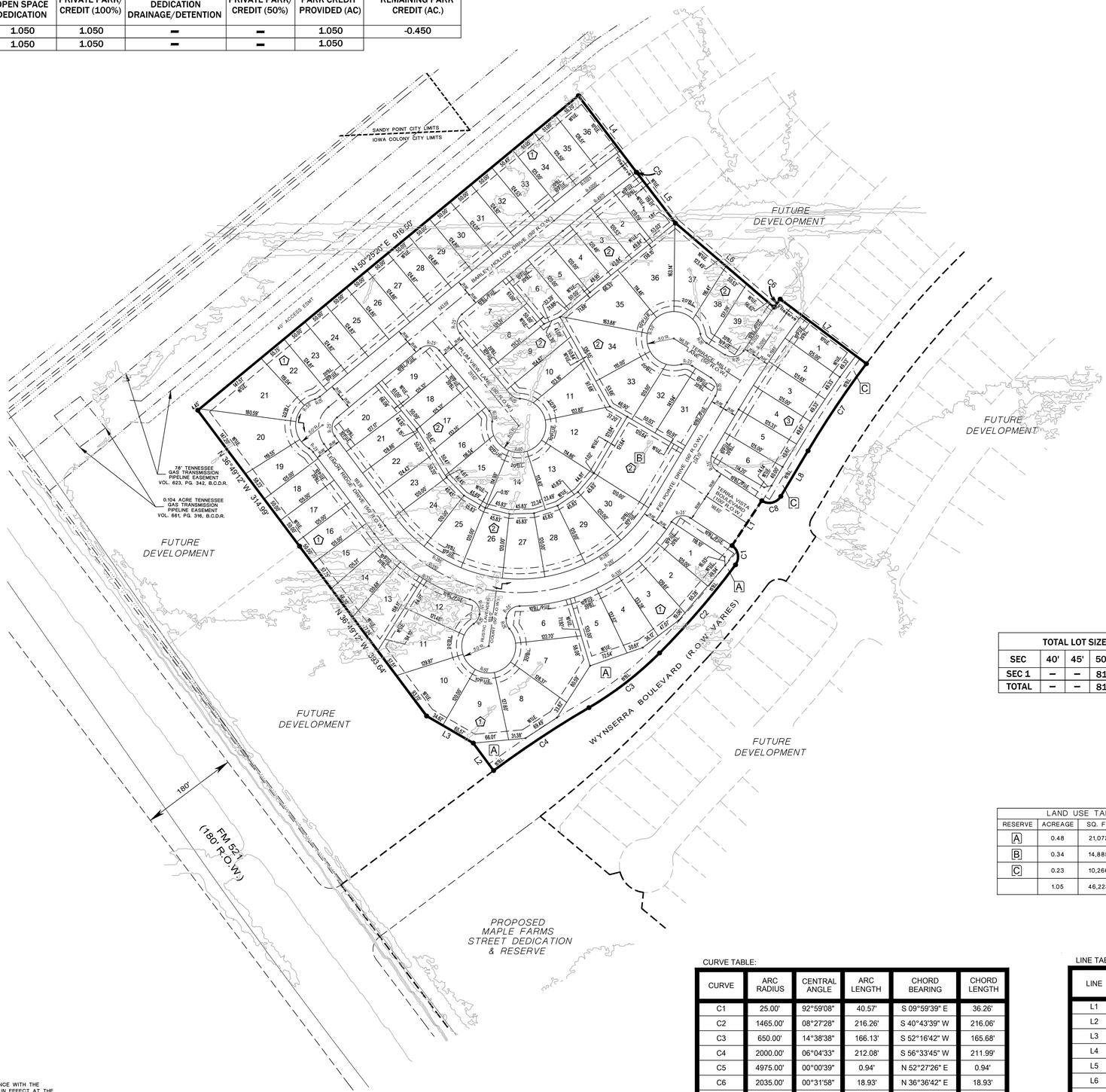
Sincerely,
Adico, LLC

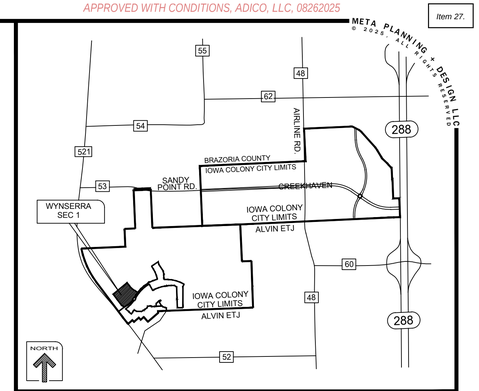
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-033

APPROVED WITH CONDITIONS, ADICO, LLC, 08262025

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	1.050	1.050	–	–	1.050	-0.450
TOTAL	81	1.500	1.050	1.050	–	–	1.050	





Vicinity Map (1"=4,000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. 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: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   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. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "-" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County 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. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. 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.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
TOTAL	–	–	81	–	–	–

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.48	21,072	LANDSCAPE/ OPEN SPACE
B	0.34	14,885	LANDSCAPE/ OPEN SPACE
C	0.23	10,266	LANDSCAPE/ OPEN SPACE
	1.05	46,223	TOTAL

CURVE TABLE:

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	92°59'08"	40.57'	S 09°59'39" E	36.26'
C2	1465.00'	08°27'28"	216.26'	S 40°43'39" W	216.06'
C3	650.00'	14°38'38"	166.13'	S 52°16'42" W	165.68'
C4	2000.00'	06°04'33"	212.08'	S 56°33'45" W	211.99'
C5	4975.00'	00°00'39"	0.94'	N 52°27'26" E	0.94'
C6	2035.00'	00°31'58"	18.93'	N 36°36'42" E	18.93'
C7	1835.00'	06°04'46"	194.70'	S 33°50'19" W	194.61'
C8	25.00'	92°42'51"	40.45'	S 77°09'22" W	36.18'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 33°30'47" W	100.00'
L2	N 36°28'31" W	63.53'
L3	N 59°50'27" W	100.19'
L4	S 37°32'14" E	178.22'
L5	S 37°32'53" E	119.01'
L6	S 49°29'40" E	240.64'
L7	S 53°07'18" E	200.00'
L8	S 30°47'56" W	98.46'

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA
SEC 1
BEING 18.6 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING 81 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

AUGUST 25, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Section 2 Preliminary Plat (formerly Maple Farms)
Letter of Recommendation to Approve with Conditions
COIC Project No. 6792
ALLC Project No. 710-25-002-033

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Wynserra Section 2 Preliminary Plat (formerly Maple Farms), received on or about August 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, Adico recommends Approval with Conditions. The east-west collector road shall be a minimum 80' ROW as defined in the Subdivision Ordinance. Although not illustrated in the Major Thoroughfare Plan, the proposed east-west collector roadway connecting FM 521 (Super Arterial) and future Baird Parkway (Major Arterial) aligns with the description of the Major Collector.

Per the Subdivision Ordinance:

Major Collector streets are secondary traffic arteries which are intended to connect two or more Major Arterial streets or to connect Major Arterial streets with Minor Arterial streets and serve as parallel roadways adjacent to Super Arterial streets and which are used primarily for medium speed or medium traffic.

Minor collector streets are secondary traffic arteries which are intended to connect Local streets with Minor Arterial streets or to connect Major Arterial streets and which are used primarily for slower speed or lower volume traffic.

Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning Meeting.

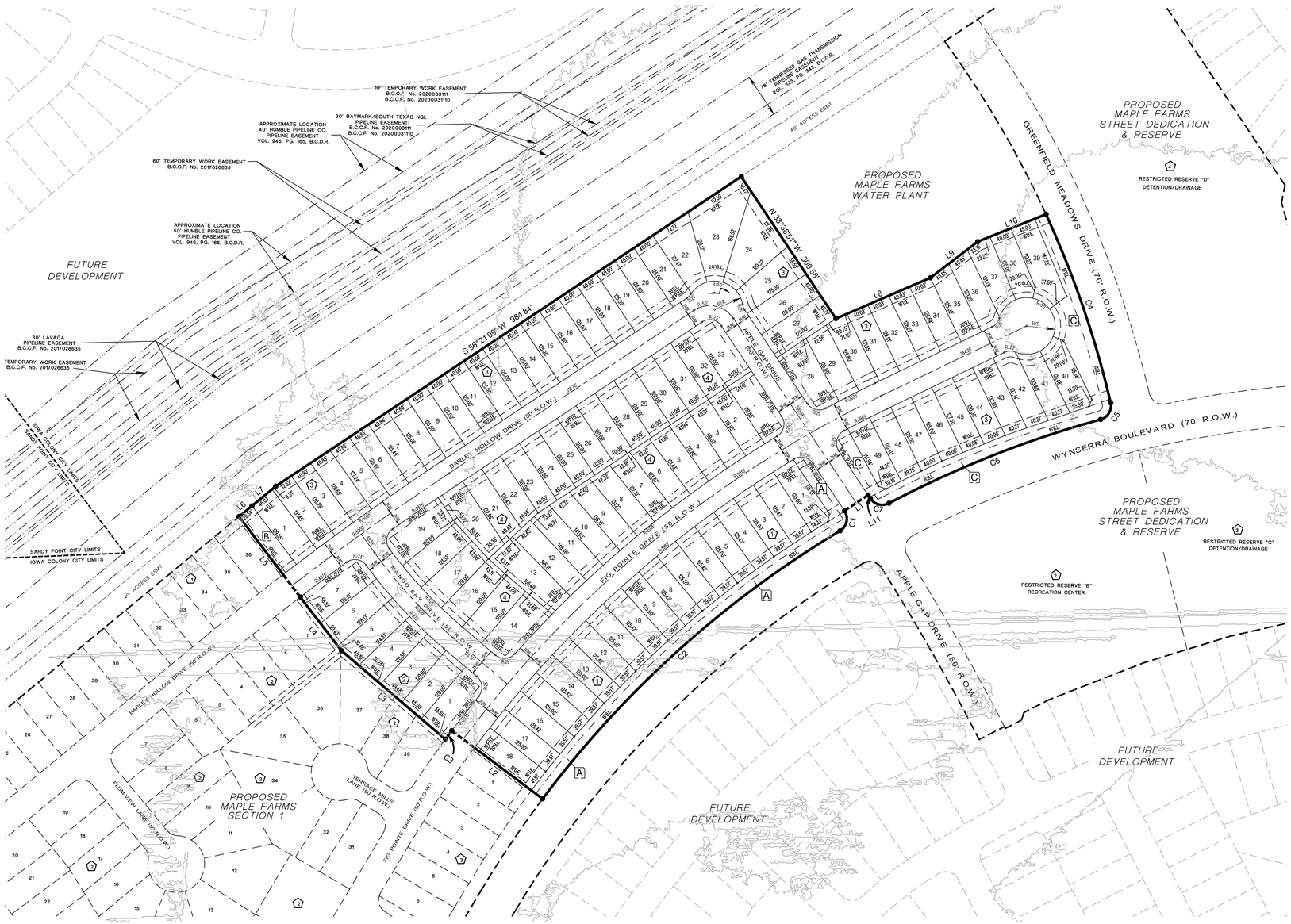
Should you have any questions, please do not hesitate to call our office.

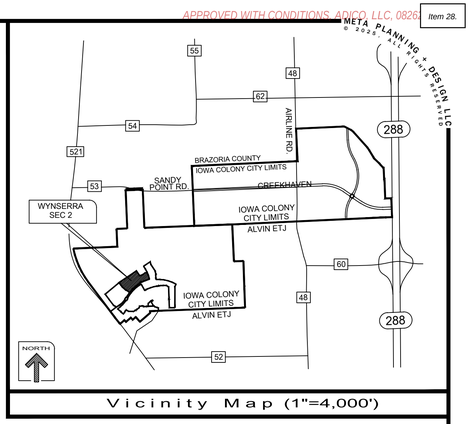
Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser
File: 710-25-002-033

APPROVED WITH CONDITIONS, ADCO, LLC, 08262





Vicinity Map (1"=4,000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. 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: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   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. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
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   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "~" indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County 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. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. 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.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.
15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.48	21,214	LANDSCAPE/ OPEN SPACE
B	0.08	3,797	LANDSCAPE/ OPEN SPACE
C	0.62	27,101	LANDSCAPE/ OPEN SPACE
	1.18	52,112	TOTAL

PARKLAND BANK								
SEC	NUMBER OF LOTS	PUBLIC PARK REQUIREMENT (1AC /54 DU)	PRIVATE PARK/ OPEN SPACE DEDICATION	PRIVATE PARK/ CREDIT (100%)	PRIVATE PARK/ DEDICATION DRAINAGE/DETENTION	PRIVATE PARK/ CREDIT (50%)	PARK CREDIT PROVIDED (AC)	REMAINING PARK CREDIT (AC.)
SEC 1	81	1.500	1.050	1.050	–	–	1.050	-0.450
SEC 2	107	1.981	1.180	1.180	–	–	1.180	-0.801
TOTAL	188	3.481	2.230	2.230	–	–	2.230	

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
TOTAL	107	–	81	–	–	–

CURVE TABLE:

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	92°41'00"	40.44'	S 12°41'39" W	36.17'
C2	1835.00'	22°09'27"	709.64'	S 47°57'25" W	705.22'
C3	2035.00'	00°31'58"	18.93'	S 36°36'42" W	18.93'
C4	1765.00'	11°24'22"	351.36'	S 18°55'25" E	350.78'
C5	25.00'	87°53'23"	38.35'	S 30°43'27" W	34.70'
C6	1835.00'	12°32'38"	401.74'	S 68°23'49" W	400.94'
C7	25.00'	84°13'39"	36.75'	N 75°45'40" W	33.53'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 56°21'09" W	50.00'
L2	N 53°07'18" W	200.00'
L3	N 49°29'40" W	240.64'
L4	N 37°32'53" W	119.01'
L5	N 37°14'03" W	178.21'
L6	N 50°23'49" E	29.54'
L7	N 50°26'09" E	54.34'
L8	N 66°38'46" E	181.29'
L9	N 52°35'50" E	104.86'
L10	N 68°08'54" E	129.77'
L11	N 33°38'51" W	7.39'

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA SEC 2

BEING 18.0 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
BRAZORIA COUNTY, TEXAS

CONTAINING 107 LOTS (40' X 120' TYP.) AND THREE RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER:
QUIDDITY ENGINEERING, LLC
2322 W GRAND PARKWAY NORTH , SUITE 150
KATY, TEXAS 77449
(832) 913-4044

PLANNER:
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SCALE: 1" = 100'
0 100 200

AUGUST 25, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Street Dedication and Reserves Section 1 Preliminary Plat (formerly Maple Farms)
Letter of Recommendation to Approve with Conditions
COIC Project No. 6795
ALLC Project No. 710-25-002-037

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Wynserra Street Dedication and Reserves Section 1 Preliminary Plat (formerly Maple Farms), received on or about August 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, Adico recommends Approval with Conditions. The east-west collector road shall be a minimum 80' ROW as defined in the Subdivision Ordinance. Although not illustrated in the Major Thoroughfare Plan, the proposed east-west collector roadway connecting FM 521 (Super Arterial) and future Baird Parkway (Major Arterial) aligns with the description of the Major Collector.

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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
File: 710-25-002-037

APPROVED WITH CONDITIONS, APDCO, LLC 08262025

GENERAL NOTES:

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3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

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LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	23.17	1,009,385	DETENTION/ DRAINAGE
B	3.35	145,886	RECREATION CENTER
C	15.67	682,455	DETENTION/ DRAINAGE
D	5.72	249,201	DETENTION/ DRAINAGE
	47.91	2,086,927	TOTAL

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	96	–
SEC 4	–	–	131	–	–	–
TOTAL	109	–	212	–	96	–

Ⓐ *CALLED 0.6874 ACRES YONATHAN SANCHEZ AND JEANETTE GARCIA B.C.C.F. No. 2019004314*

Ⓑ *CALLED 50'X75' STELLA SMITH VOL. 570, PG. 471, B.C.D.R.*

Ⓒ *CALLED 1 ACRE DIANA BARCENAS B.C.C.F. No. 2013007115*

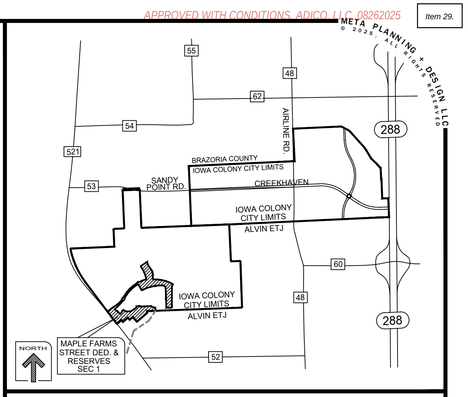
Ⓓ *CALLED 1 ACRE JOSE LINARES B.C.C.F. No. 2019005781*

Ⓔ *CALLED 2 ACRE HORTENSE MITCHELL B.C.C.F. No. 2012018372*

Ⓕ *CALLED 1 ACRE ANDRE GREEN B.C.C.F. No. 2010047159*

Ⓖ *CALLED 1 ACRE PATRICIA AND STANLEY HARBOR B.C.C.F. No. 2019039660*

Ⓗ *CALLED 2 ACRE HORTENSE MITCHELL B.C.C.F. No. 2012018372*



Vicinity Map (1"=4,000')

NORTH

MATCHLINE - SEE PAGE 2

MATCHLINE - SEE PAGE 2

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

PROPOSED MAPLE FARMS WATER PLANT

WYNSERRA BOULEVARD - (R.O.W. VARIES)

WYNSERRA BOULEVARD - (70' R.O.W.)

FM 521 (180' R.O.W.)

APPROXIMATE LOCATION OF SURVEY LINE

CHESTER S. GORBET SURVEY ABSTRACT NO. 64
EDWARD BRADLEY LEAGUE ABSTRACT NO. 44

IOWA COLONY CITY LIMITS
ALVIN ETJ

1 RESTRICTED RESERVE "A" DETENTION/DRAINAGE ±23.17 ACRES

10' TERRELL PIPELINE CO. PIPELINE EASEMENT VOL. 705, PG. 543, B.C.D.R.

6" GAS UTILITY SERVICE PIPELINE EASEMENT VOL. 681, PG. 31, B.C.D.R.

N 87°56'21" E 385.91'

S 87°56'20" W 426.94'

S 49°32'19" W 668.51'

S 49°32'19" W 329.75'

S 49°32'19" W 293.00'

N 40°27'41" W 313.43'

CALLED 11.97 ACRES BRENDA GOBELLAN B.C.C.F. NO. 2008029823

CALLED 12.86 ACRES FESSHAYE EMBAYE B.C.C.F. No. 2019043986

CALLED 194.8 ACRES JKO, LTD. B.C.C.F. No. 2004064607

DISCLAIMER AND LIMITED WARRANTY

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WYNSERRA
STREET DEDICATION AND RESERVES SEC 1
BEING 55.49 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

FOUR RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS 77057
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER/SURVEYOR:
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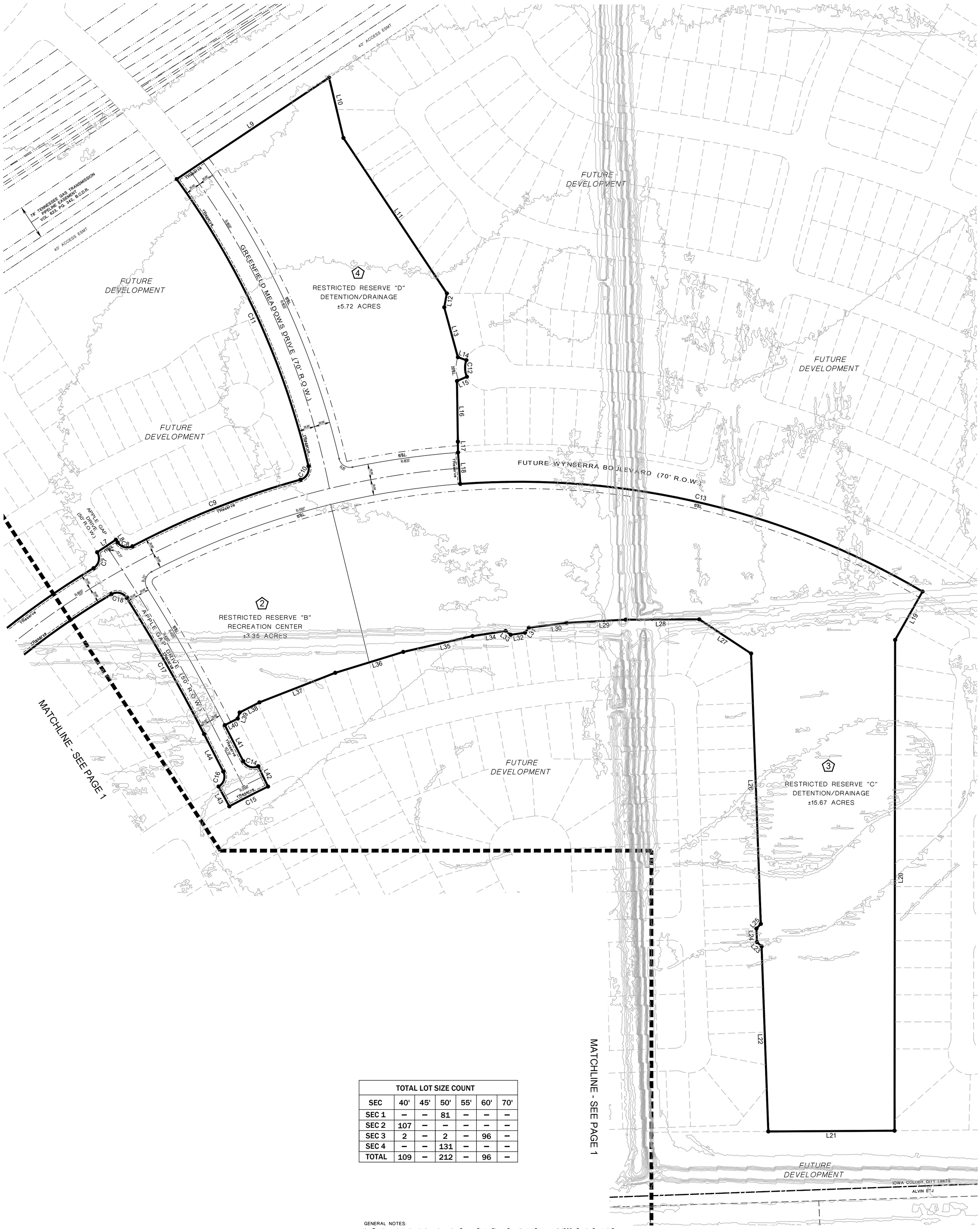
SCALE: 1" = 100'
0 100 200

AUGUST 25, 2025

MTA-45005A

APPROVED WITH CONDITIONS, ADICO, LLC, 08262025

META PLANNING + DESIGN LLC
© 2025. ALL RIGHTS RESERVED



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	47.91	2,086,927	TOTAL

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

APPROVED WITH CONDITIONS, ADICO, LLC, 08262025

META PLANNING + DESIGN LLC
© 2025, ALL RIGHTS RESERVED

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

2. 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: 0.99986742185.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   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. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.

4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "P.G." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume.
   "⌐ ¬" indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County 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. The Developer /Homeowners' Association shall be responsible for maintenance of all reserves.

8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

10. The approval of the preliminary plot 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.

11. Drainage plans to be provided prior to final plat submittal.

12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.

13. This plat contains Type II lots, and is subject to such regulations defined in the Development agreement between Maple Farms Holdings and the City of Iowa Colony dated April 12, 2024.

14. Plat approval is subject to approval of adjacent Wynserra Boulevard Street Dedication and Reserves Sec 1 plat.

15. The plat is subject to the Development Agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.

16. The entire plat for Wynserra Sec 1 lies within BCMUD No. 90.

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	23.17	1,009,385	DETENTION/ DRAINAGE
B	3.35	145,886	RECREATION CENTER
C	15.67	682,455	DETENTION/ DRAINAGE
D	5.72	249,201	DETENTION/ DRAINAGE
	47.91	2,086,927	TOTAL

CURVE TABLE:

CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2000.00'	06°25'13"	224.11'	N 56°23'25" E	223.99'
C2	650.00'	14°38'38"	166.13'	N 52°16'42" E	165.68'
C3	1465.00'	08°27'28"	216.26'	N 40°43'39" E	216.06'
C4	25.00'	92°59'08"	40.57'	N 09°59'39" W	36.26'
C5	25.00'	92°42'51"	40.45'	S 77°09'22" W	36.18'
C6	1835.00'	28°14'13"	904.34'	N 44°55'03" E	895.21'
C7	25.00'	92°41'00"	40.44'	S 12°41'39" W	36.17'
C8	25.00'	84°13'39"	36.75'	N 75°45'40" W	33.53'
C9	1835.00'	12°32'38"	401.74'	N 68°23'49" E	400.94'
C10	25.00'	87°53'23"	38.35'	N 30°43'27" E	34.70'
C11	1765.00'	22°53'28"	705.17'	N 24°39'59" W	700.49'
C12	50.00'	43°01'40"	37.55'	N 01°52'38" W	36.67'
C13	1765.00'	34°41'47"	1068.82'	S 76°53'49" E	1052.57'
C14	25.00'	88°36'09"	38.66'	S 71°23'43" E	34.92'
C15	1975.00'	02°47'43"	96.35'	S 62°54'21" W	96.34'
C16	25.00'	88°36'09"	38.66'	S 17°12'25" W	34.92'
C17	3975.00'	05°00'16"	347.20'	N 29°35'47" W	347.09'
C18	25.00'	88°43'40"	38.71'	S 76°27'45" E	34.96'
C19	1765.00'	28°22'28"	874.08'	S 44°59'10" W	865.17'
C20	25.00'	87°17'09"	38.09'	N 12°50'38" W	34.51'
C21	25.00'	87°14'40"	38.07'	N 79°53'28" E	34.49'
C22	1535.00'	06°38'24"	177.89'	S 39°35'20" W	177.79'
C23	2000.00'	09°23'51"	328.03'	S 47°36'27" W	327.67'
C24	50.00'	58°32'25"	51.09'	N 43°08'03" W	48.89'
C25	50.00'	69°27'18"	60.61'	N 80°04'48" W	56.97'

Ⓐ
CALLED 0.6874 ACRES
YONATHAN SANCHEZ
AND JEANETTE GARCIA
B.C.C.F. No. 2019004314

Ⓑ
CALLED 50'X75'
STELLA SMITH
VOL. 570, PG. 471, B.C.D.R.

Ⓒ
CALLED 1 ACRE
DIANA BARCENAS
B.C.C.F. No. 2013007115

Ⓓ
CALLED 1 ACRE
JOSE LINARES
B.C.C.F. No. 2019005781

Ⓔ
CALLED 2 ACRE
HORTENSE MITCHELL
B.C.C.F. No. 2012018372

Ⓕ
CALLED 1 ACRE
ANDRE GREEN
B.C.C.F. No. 2010047159

Ⓖ
CALLED 1 ACRE
PATRICIA AND STANLEY HARBOR
B.C.C.F. No. 2019039660

Ⓗ
CALLED 2 ACRE
HORTENSE MITCHELL
B.C.C.F. No. 2012018372

TOTAL LOT SIZE COUNT						
SEC	40'	45'	50'	55'	60'	70'
SEC 1	–	–	81	–	–	–
SEC 2	107	–	–	–	–	–
SEC 3	2	–	2	–	96	–
SEC 4	–	–	131	–	–	–
TOTAL	109	–	212	–	96	–

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 40°30'45" W	53.50'
L2	N 38°45'53" W	353.37'
L3	N 36°49'12" W	390.38'
L4	N 53°10'48" E	341.77'
L5	N 33°31'21" E	100.00'
L6	N 30°47'56" E	98.46'
L7	N 56°21'09" E	50.00'
L8	S 33°38'51" E	7.39'
L9	N 56°21'09" E	406.02'
L10	S 13°22'55" E	137.41'
L11	S 33°38'51" E	414.03'
L12	S 10°32'11" W	31.36'
L13	S 15°16'17" E	114.63'
L14	N 70°21'48" W	20.00'
L15	N 66°36'33" E	23.97'
L16	S 00°48'31" E	134.44'
L17	N 00°48'31" W	24.03'
L18	S 04°14'43" E	70.00'
L19	S 29°35'25" W	123.31'
L20	S 00°04'06" W	1088.30'
L21	S 89°39'37" W	280.04'
L22	S 02°03'39" E	410.57'
L23	S 47°03'39" E	14.14'
L24	N 02°03'39" W	30.00'
L25	N 42°56'21" E	14.14'
L26	N 02°03'39" W	600.03'
L27	N 56°37'04" W	137.64'
L28	S 89°43'10" W	163.19'
L29	S 86°55'03" W	131.47'
L30	S 82°42'54" W	84.19'
L31	N 37°30'40" E	14.09'
L32	S 81°47'39" W	31.86'
L33	S 53°36'57" E	14.12'
L34	S 81°18'50" W	74.14'
L35	S 77°06'41" W	157.78'
L36	S 72°54'31" W	157.78'
L37	S 68°42'21" W	180.32'
L38	N 62°54'21" E	49.35'
L39	S 17°54'21" W	14.14'
L40	S 62°54'21" W	32.00'
L41	N 27°05'39" W	89.85'
L42	S 25°41'48" E	50.00'
L43	N 28°29'30" W	50.00'
L44	N 27°05'39" W	93.37'
L45	N 30°47'56" E	104.15'
L46	S 33°30'48" W	100.00'
L47	S 42°54'31" W	98.41'
L48	N 49°57'46" W	168.29'
L49	S 76°08'09" W	20.00'
L50	S 06°03'31" W	36.36'
L51	S 50°14'58" E	120.85'
L52	S 84°45'02" W	14.14'
L53	N 39°45'02" E	102.32'
L54	S 25°26'59" W	79.49'
L55	S 43°03'23" W	73.34'
L56	S 59°15'17" E	144.61'
L57	S 89°38'43" E	244.51'
L58	S 61°40'25" W	108.88'
L59	S 16°40'25" W	14.14'
L60	S 57°27'46" W	66.82'
L61	S 81°44'52" E	14.14'
L62	S 53°15'08" W	145.55'
L63	N 14°30'00" E	80.27'
L64	S 85°16'58" W	137.51'
L65	N 44°38'51" E	20.00'
L66	S 24°48'27" E	40.00'
L67	N 87°56'21" E	122.71'
L68	N 47°24'28" E	15.20'
L69	S 47°49'49" E	55.51'
L70	S 72°45'48" E	99.49'
L71	S 02°03'39" E	150.00'
L72	N 01°40'53" W	94.66'
L73	N 49°32'19" E	212.45'
L74	N 40°27'41" W	115.38'

WYNSERRA
STREET DEDICATION AND RESERVES SEC 1
BEING 55.49 ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

FOUR RESERVES IN FOUR BLOCKS.

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS 77057
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER/SURVEYOR:
QUIDDITY ENGINEERING, LLC
2322 W. GRAND PARKWAY N SUITE 150
KATY, TEXAS 77449
(832) 913-4000

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Jacob Guerrero
META Planning and Design, LLC
24285 Katy Freeway, Suite 525
Katy, TX 77494
jguerrero@meta-pd.com

Re: Wynserra Wastewater Treatment Plant Preliminary Plat (formerly Maple Farms)
Letter of Recommendation to Approve with Conditions
COIC Project No. 6797
ALLC Project No. 710-25-002-039

Dear Mr. Guerrero:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Wynserra Wastewater Treatment Plant Preliminary Plat (formerly Maple Farms), received on or about August 25, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, Adico recommends Approval with Conditions. The east-west collector road shall be a minimum 80' ROW as defined in the Subdivision Ordinance. Although not illustrated in the Major Thoroughfare Plan, the proposed east-west collector roadway connecting FM 521 (Super Arterial) and future Baird Parkway (Major Arterial) aligns with the description of the Major Collector.

Per the Subdivision Ordinance:

Major Collector streets are secondary traffic arteries which are intended to connect two or more Major Arterial streets or to connect Major Arterial streets with Minor Arterial streets and serve as parallel roadways adjacent to Super Arterial streets and which are used primarily for medium speed or medium traffic.

Minor collector streets are secondary traffic arteries which are intended to connect Local streets with Minor Arterial streets or to connect Major Arterial streets and which are used primarily for slower speed or lower volume traffic.

Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning Meeting.

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

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser
File: 710-25-002-039

APPROVED WITH CONDITIONS, ADICO, LLC, 08262025

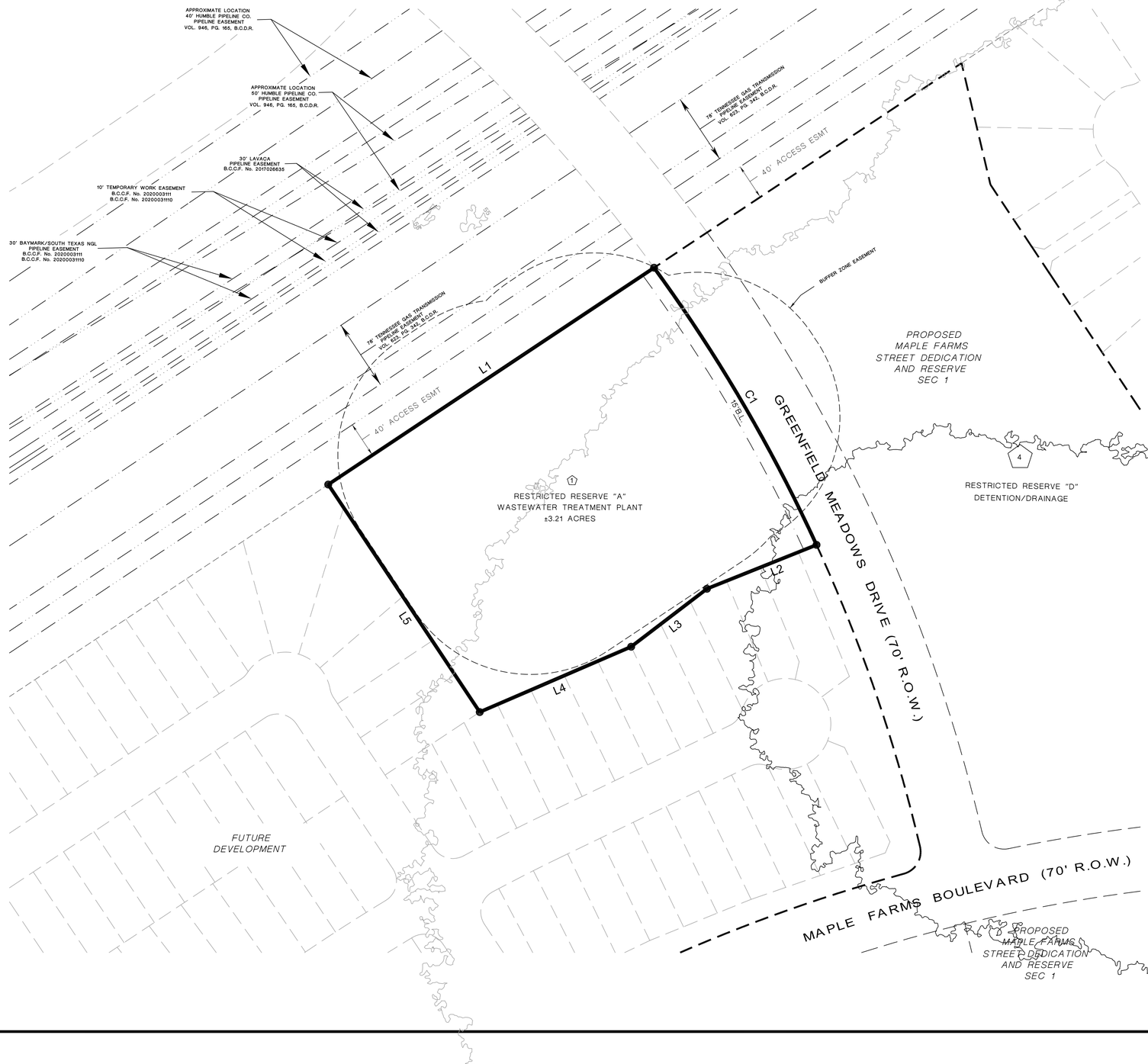
CURVE TABLE

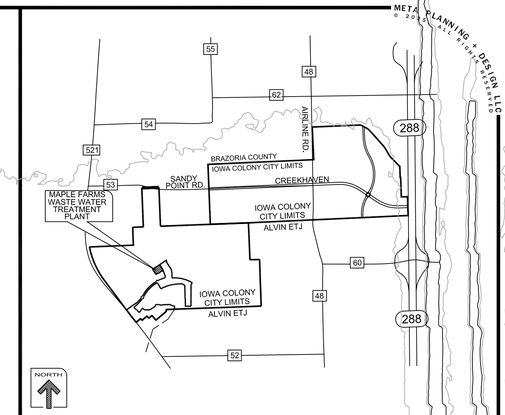
CURVE	ARC RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1765'	11°29'07"	354'	S 30°22'10" E	353'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°21'09" E	430'
L2	S 68°08'54" W	130'
L3	S 52°35'50" W	105'
L4	S 66°38'46" W	181'
L5	N 33°38'51" W	301'

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	3.21	139,744	LANDSCAPE/ OPEN SPACE
	3.21	139,744	TOTAL





Vicinity Map (1"=4000')

NORTH

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. 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: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0115K and 48039C0275K, dated December 30, 2020, the property lies within Unshaded Zone X.

   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. Elevation Land Solutions, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Elevation Land Solutions.
4. "B.C.O.P.R." indicates Brazoria County Official Public Records
   "B.C.D.R." indicates Brazoria County Deed Records
   "B.L." indicates Building Line.
   "B.E." indicates Drainage Easement.
   "PG." indicates Page.
   "P.O.B." indicates Point of Beginning.
   "P.U.E." indicates Public Utility Easement.
   "R" indicates Radius.
   "R.O.W." indicates Right-Of-Way.
   "U.E." indicates Utility Easement.
   "VOL." indicates Volume
   "-" indicates change in street name
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County 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. The Developer's Homeowners' Association shall be responsible for maintenance of all reserves.
8. Control lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. 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.
11. Drainage plans to be provided prior to final plat submittal.
12. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
13. The City allows for a maximum of 35 lots with one point of ingress/egress. The approval of this plat is subject to approval and acceptance of Section 2
14. Plat approval is subject to approval of adjacent Maple Farms Boulevard dedication plat.
15. The plat is subject to the development agreement between Maple Farms Holdings and the City of Iowa Colony dated August 12, 2024.
16. The entire plat for Maple Farms Waste Water Treatment Plant lies within BCMUD 90

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF IOWA COLONY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF IOWA COLONY PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY 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 META PLANNING + DESIGN LLC 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 UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

A PRELIMINARY PLAT OF

WYNSERRA WASTE WATER TREATMENT PLANT

BEING 3.21± ACRES OF LAND

OUT of THE
CHESTER S. GORBET SURVEY, A-64
EDWARD BRADLEY LEAGUE, A-44
BRAZORIA COUNTY, TEXAS

CONTAING ONE RESERVE IN ONE BLOCK

OWNER:
MAPLE FARMS HOLDINGS, LLC
5847 SAN FELIPE STREET
HOUSTON, TEXAS 77057
ANDREW@MAPLEDEVELOPMENT.COM

ENGINEER/SURVEYOR:
QUIDDITY ENGINEERING, LLC
2322 W. GRAND PARKWAY N SUITE 150
KATY, TEXAS 77449
(832) 913-4000

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 60'
0 60 120

AUGUST 25, 2025

MTA-45005A

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Michael Turzillo
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
mturzillo@ehra.team

Re: Ellwood Section 3A Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6789
Adico, LLC Project No. 710-25-002-032

Dear Mr. Turzillo:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Ellwood Section 3A Preliminary Plat received on or about August 26, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on August 26, 2025. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

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

Cc: Rachel Patterson
Kayleen Rosser
File: 710-25-002-032

APPROVED, ADICO, LLC, 08262025

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. 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: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0120K, dated December 30, 2020, the property lies within Zone AE and Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. B.C.C.F. indicates Brazoria County Clerk's File.
   B.L. indicates Building Line.
   D.E. indicates Drainage Easement.
   E.A.E. indicates Emergency Access Easement.
   M.H. indicates Manhole.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   S.S.C. indicates Sanitary Sewer Control.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   ↝ indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 57, and Brazoria County Drainage District #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. This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
10. 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.
11. Drainage plans to be provided prior to final plat submittal.
12. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Ellwood Section 3A 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.
13. Reserve "A" shall provide 0.42 acres of park land.
14. No residential, commercial, or industrial structure, other that structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure distribution system pipeline as defined herein.
15. Final plats are subject to the conditions and approval of the General Plan and adjacent plats.
16. 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 property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon 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.

PARKLAND TABLE

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00 AC.
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00 AC.
ELLWOOD DETENTION RESERVES 'A' AND 'B'	1.66 AC.
ELLWOOD DETENTION RESERVE 'C'	0.00 AC.
ELLWOOD DETENTION RESERVE 'D'	1.13 AC.
ELLWOOD DETENTION RESERVE 'E PHASE. 1'	1.11 AC.
ELLWOOD DETENTION RESERVE 'F'	0.00 AC.
ELLWOOD RECREATION RESERVE	1.77 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 1 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 2 STREET DEDICATION	0.00 AC.
ELLWOOD KARSTEN BOULEVARD PHASE 3 STREET DEDICATION	0.00 AC.
ELLWOOD SECTION 1A (10 LOTS)	0.51 AC.
ELLWOOD SECTION 1B (82 LOTS)	0.37 AC.
ELLWOOD SECTION 2 (26 LOTS)	0.47 AC.
ELLWOOD SECTION 3A (38 LOTS)	0.42 AC.
TOTAL	7.44 AC.
TOTAL REQUIRED 1/54 AC. PER LOT AT 156 LOTS	2.89 AC.

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

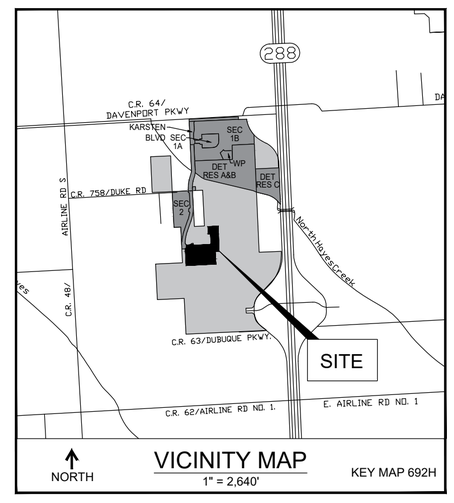
2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

LAND USE TABLE

PLAT	SF - 60's	SF - 50's	COMM.	INST.	ARTERIALS & COLLECTORS	PARKS & OPEN SPACE	TOTAL
BCMUD NO. 57 LIFT STATION NO. 3	-	-	-	0.18 AC.	-	-	**0.18 AC.**
BCMUD NO. 57 WATER PLANT	-	-	-	1.34 AC.	-	-	**1.34 AC.**
DAVENPORT PKWY. ST. DEDICATION	-	-	-	-	1.48 AC.	-	**1.48 AC.**
ELLWOOD DETENTION RESERVES 'A' AND 'B'	-	-	-	-	-	24.76 AC.	**24.76 AC.**
ELLWOOD DETENTION RESERVE 'C'	-	-	9.11 AC.	-	-	-	**9.11 AC.**
ELLWOOD KARSTEN BLVD. PH. 1 ST. DEDICATION	-	-	-	-	1.58 AC.	-	**1.58 AC.**
ELLWOOD KARSTEN BLVD. PH. 2 ST. DEDICATION	-	-	-	-	2.12 AC.	0.34 AC.	**2.46 AC.**
ELLWOOD KARSTEN BLVD. PH. 3 ST. DEDICATION	-	-	-	-	2.82 AC.	0.03 AC.	**2.85 AC.**
ELLWOOD SECTION 1A	0.44 AC.	1.71 AC.	-	-	-	0.51 AC.	**2.66 AC.**
ELLWOOD SECTION 1B	4.00 AC.	11.34 AC.	-	-	-	0.37 AC.	**15.71 AC.**
ELLWOOD SECTION 2	-	4.82 AC.	-	-	-	1.48 AC.	**6.30 AC.**
ELLWOOD SECTION 3A	7.86 AC.	-	-	-	-	0.69 AC.	**8.55 AC.**
ELLWOOD RECREATION RESERVE	-	-	-	-	-	1.77 AC.	**1.77 AC.**
TOTAL	**12.30 AC. (15.5%)**	**17.87 AC. (22.6%)**	**9.11 AC. (11.5%)**	**1.52 AC. (1.9%)**	**8.00 AC. (10.1%)**	**29.95 AC. (37.8%)**	**79.20 AC. (100%)**

1) THIS TABLE TABULATES THE LAND USES WITHIN EACH PLAT FOR ZONING PURPOSES, NOT THE PERMITTED USES WITHIN EACH LAND USE.

2) THIS TABLE INCLUDES ALL PRELIMINARY PLATS SUBMITTED AT THIS TIME.



RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	18,414.93	0.42
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	11,548.00	0.27
	TOTAL	29,962.93	0.69

LINE TABLE

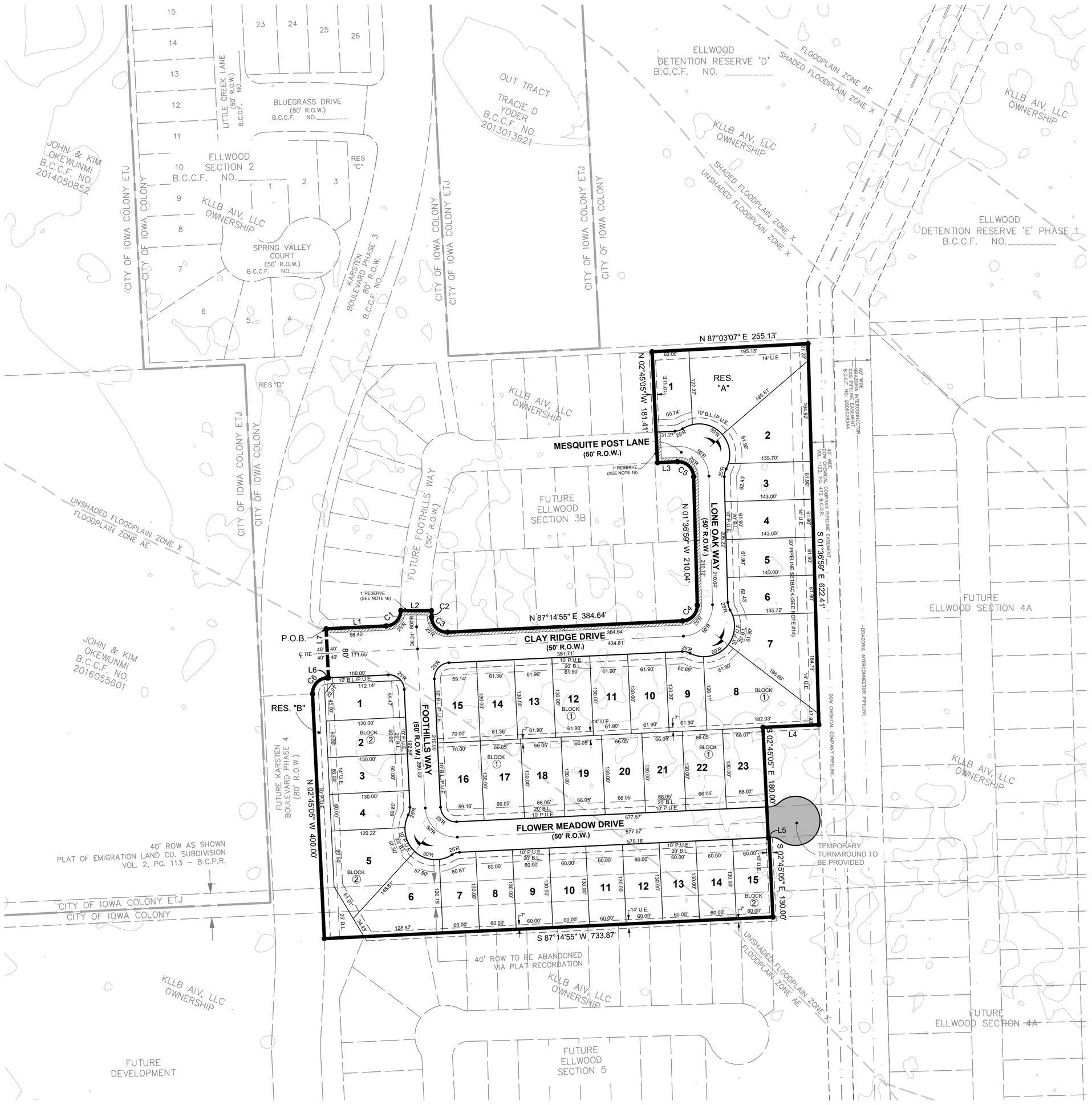
LINE	ANGLE	DISTANCE
L1	N 87°14'55" E	98.40'
L2	S 89°38'52" E	50.00'
L3	S 87°14'55" W	32.98'
L4	S 87°14'55" W	91.42'
L5	S 87°14'55" W	1.51'
L6	N 87°14'55" E	2.23'
L7	N 02°45'05" W	80.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	38.17'	N 43°30'49" W	34.57'
C2	575.00'	10.57'	N 00°47'53" W	10.57'
C3	25.00'	39.89'	S 42°02'17" E	35.79'
C4	25.00'	38.77'	N 42°48'58" E	35.00'
C5	25.00'	39.77'	N 51°47'39" W	38.89'
C6	25.00'	41.50'	N 44°48'34" E	36.90'

LOT SIZE TABLE

BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)
1	1	7,766.24
	2	14,924.13
	3	8,790.29
	4	8,851.70
	5	8,851.70
	6	8,790.66
	7	14,909.86
	8	16,217.37
	9	7,870.45
	10	8,047.00
	11	8,047.00
	12	8,047.00
	13	8,047.00
	14	7,977.09
	15	8,965.87
	16	8,965.87
	17	8,586.50
	18	8,586.50
	19	8,586.50
	20	8,586.50
	21	8,586.50
	22	8,586.50
	23	8,588.60
2	1	7,720.32
	2	7,800.00
	3	7,800.00
	4	7,637.32
	5	12,689.60
	6	13,379.09
	7	7,629.50
	8	7,800.00
	9	7,800.00
	10	7,800.00
	11	7,800.00
	12	7,800.00
	13	7,800.00
	14	7,800.00
	15	7,800.00



OWNER CONTACT INFORMATION

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
10235 WEST LITTLE YORK, SUITE 200
HOUSTON, TX 77040
281-560-6600

BENCHMARK(S):

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

0' 50' 100' 200'
SCALE: 1"=100'

NORTH

Ellwood Section 3A Preliminary Plat

Being a subdivision of 10.89 acres out of the W. H. Dennis Survey, A-512, also being out of the Emigration Land Co. Subdivision in the City of Iowa Colony, Brazoria County, Texas.

38 Lots, 2 Blocks and 2 Reserves
Owner: KLLB AIV, LLC, a Texas Limited Partnership

August 6, 2025

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE No. F - 726
TBPLS No. 10092300

EHRA JOB NO. 221-022-03

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

P:\221-022-03\Plat\PPLAT\Ellwood Section 3A_PPlat Rev.dwg Aug 25, 2025-5:48pm Edited by: mturzillo

ADICO
CONSULTING ENGINEERS

Tuesday, August 26, 2025

Vince Boyce
Waterloo Surveyors, LLC
2208 W. Anderson Lane
Austin, TX 78757-1224
Vince@waterloosurveyors.com

Re: El Alaniz Addition Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6234
ALLC Project No. 710-25-002-015

Dear Mr. Boyce:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the fifth submittal of the El Alaniz Addition Preliminary Plat, received on or about August 26, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on August 26, 2025. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than August 27, 2025, for consideration at the September 2, 2025, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser
Natasha Brooks
File: 710-25-002-015

EL ALANIZ ADDITION
PRELIMINARY PLAT

State of Texas:
County of Brazoria:

I, ELVA ALANIZ, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF EL ALANIZ ADDITION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS SHOWN HEREON, AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON, FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES, AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED, AS PER THE CITY/LOCAL GOVERNMENT CODE CHAPTER 212.047)

WITNESS MY HAND IN IOWA COLONY, BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF

_____, 202___.

_____
ELVA ALANIZ
11615 COUNTY ROAD 65
IOWA COLONY, TEXAS 77583

State of Texas:
County of Brazoria:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ELVA ALANIZ, KNOWN TO BE THE PERSON OR AGENTS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____ ,

202___, A.D., NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

NOTARY: _____ _____
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

State of Texas:
County of Brazoria:

THAT I, _____, THE LIENHOLDER OF THAT CERTAIN 3.5013 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2016058841, OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 3.5013 ACRE TRACT OF LAND SITUATED IN CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN AND APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

_____ _____
LIENHOLDER NAME DATE
BY:

_____, ITS _____
NAME

State of Texas:
County of Brazoria:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____ _____, KNOWN TO BE THE PERSON OR AGENTS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____ ,

202___, A.D., NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

NOTARY: _____ _____
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

THIS IS TO CERTIFY THAT I, KARL E. ATKINS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

_____ 8/26/25
KARL E. ATKINS RPLS DATE
STATE REGISTRATION NO. 4618.
WATERLOO SURVEYORS LLC
15511 HWY 71 W
STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602

PROJECT DATA

EL ALANIZ ADDITION

ACREAGE: 3.4904 ACRES OUT OF THE H. T, AND B. RAILROAD SURVEY ABSTRACT 511 IN BRAZORIA COUNTY, TEXAS.

LOT DESCRIPTION:
LOT 1-RESIDENTIAL 2.0724 ACRES/90,276 SQ FT
LOT 2-RESIDENTIAL 1.4179 ACRES/61,765 SQ FT
TOTAL- 3.4904 ACRES/61,765 SQ FT

OWNER: ELVA ALANIZ
11615 COUNTY ROAD 65
IOWA COLONY, TEXAS 77583

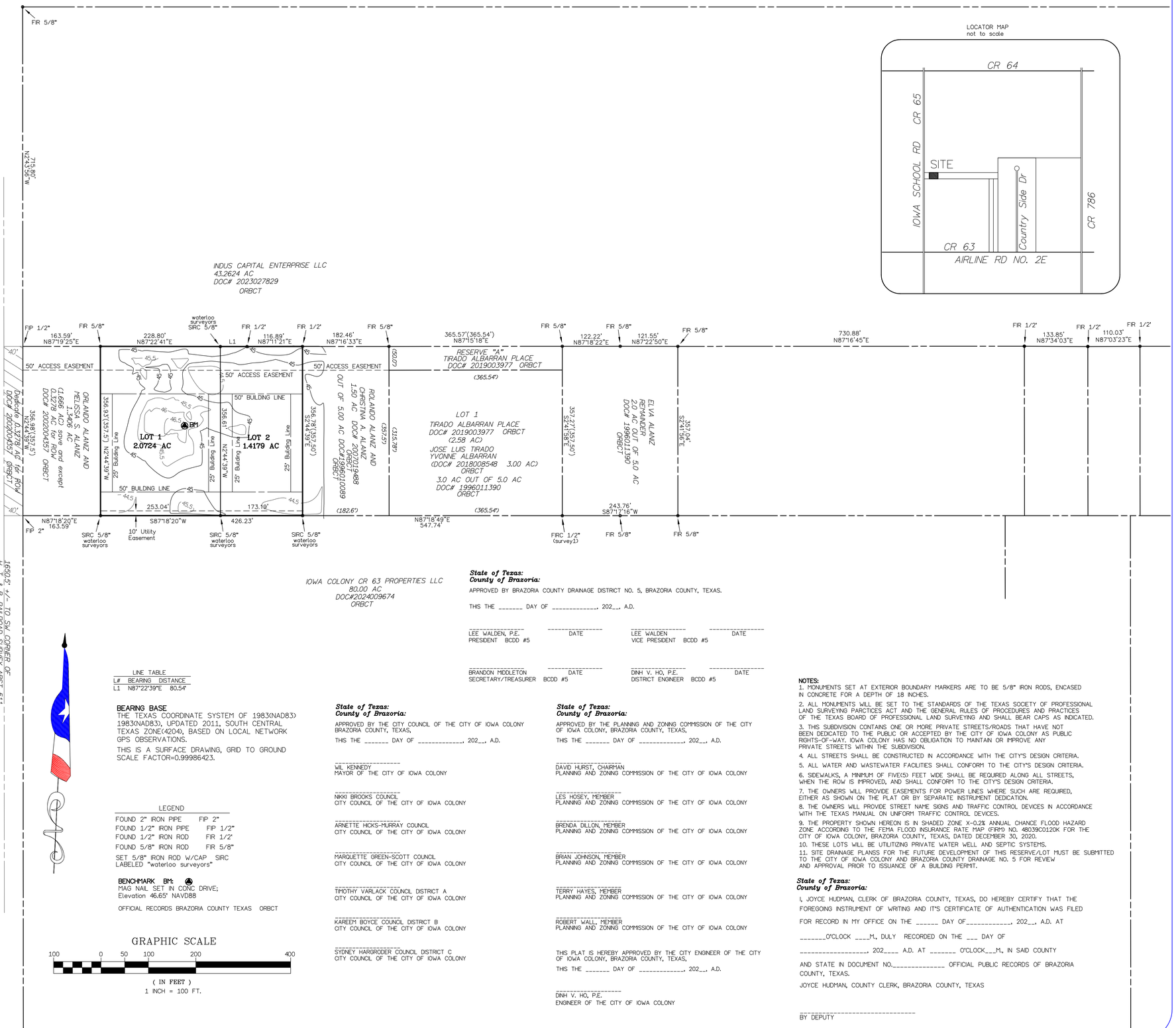
ENGINEER:
DINH V. HO
TBPE FIRM NO. 16423

ADDRESS:
PH:_____

DATE OF PREPARATION: OCTOBER 4, 2024
DATE OF FIRST REVISION: JUNE 11, 2025
DATE OF SECOND REVISION: JULY 31, 2025
DATE OF THIRD REVISION: AUGUST 21, 2025
DATE OF THIRD REVISION: AUGUST 21, 2025

SURVEYOR:
KARL E. ATKINS RPLS
STATE REGISTRATION NO. 4618.

WATERLOO SURVEYORS LLC
15511 HWY 71 W
STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602
www.waterloosurveyors.com
FIRM# 10124400
H33447


FIR 5/8"
N21°56'51"W 215.85'
INDUS CAPITAL ENTERPRISE LLC
43.2624 AC
DOC# 2023027829
ORBCT
COUNTY ROAD 65
60' ROW
(IOWA SCHOOL ROAD)
FIP 1/2"
163.59'
N87°19'25"E
FIR 5/8"
228.80'
N87°22'41"E
waterloo surveyors SIRC 5/8"
L1
FIR 1/2"
116.89'
N87°11'21"E
FIR 1/2"
182.46'
N87°16'33"E
FIR 5/8"
365.57'(365.54')
N87°15'18"E
FIR 5/8"
122.22'
N87°18'22"E
FIR 5/8"
121.55'
N87°22'50"E
FIR 5/8"
730.88'
N87°16'45"E
FIR 1/2"
133.85'
N87°34'03"E
FIR 1/2"
110.03'
N87°03'23"E
FIR 1/2"
40'
50' ACCESS EASEMENT
50' ACCESS EASEMENT
50' ACCESS EASEMENT
(30.0')
RESERVE "A"
TIRADO ALBARRAN PLACE
DOC# 2019003977 ORBCT
(365.54')
50' BUILDING LINE
50' BUILDING LINE
ORLANDO ALANIZ AND MELISSA S. ALANIZ
1.3406 AC
DOC# 2020004357 ORBCT
Exclude 0.3278 AC for ROW DOC# 2020004357 ORBCT
356.93'(357.5')
N24°44'39"W
LOT 1
2.0724 AC
90,276 SQ FT
BM
LOT 2
1.4179 AC
61,765 SQ FT
356.61'
N24°44'39"W
356.78'(357.50')
S24°44'39"E
OUT OF 5.00 AC DOC#1996011390 ORBCT
ROLANDO ALANIZ AND CHRISTINA A. ALANIZ
1.50 AC DOC# 2007019488
DOC# 2007019489 ORBCT
(315.78')
(357.5')
LOT 1
TIRADO ALBARRAN PLACE
DOC# 2019003977 ORBCT
(2.58 AC)
JOSE LUIS TIRADO
YVONNE ALBARRAN
(DOC# 2018008548 3.00 AC)
ORBCT
3.0 AC OUT OF 5.0 AC
DOC# 1996011390
ORBCT
357.27'(357.50')
S24°51'58"E
ELVA ALANIZ
REMAINDER
2.0 AC OUT OF 5.0 AC
DOC# 1996011390
ORBCT
357.04'
S24°51'56"E
45'
45'
45'

ADICO
CONSULTING ENGINEERS

Tuesday, September 2, 2025

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

Re: Sterling Lakes North Lift Station
Brazoria County Municipal Utility District No. 31
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 1861
Adico, LLC Project No. 16007-4-422

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Lift Station. The final inspection was completed on April 1, 2025, with all outstanding punch list items addressed on August 13, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Lift Station into the One-Year Maintenance Period. The maintenance period shall be effective September 15, 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
File: 16007-4-422

PAPE-DAWSON ENGINEERS

July 16, 2025

Re: Engineer's Certification of Completion
Sterling Lakes North Lift Station

Ladies and Gentlemen:

In accordance with the City of Iowa Colony acceptance process, I, Jordan C. Konesheck, P.E., as Engineer, on behalf of LGI Homes – Texas, LLC (Developer), certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Iowa Colony. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

I have provided (or will provide as noted) the following required items and respectfully request Acceptance of the subject subdivision.

1. Digital Copy and hard copy of As-Built drawings
2. Engineer's Certification of Completion

Sincerely,
Pape-Dawson Engineers, Inc.

Jordan C. Konesheck, P.E.
Associate Vice President

K:\Projects\406\71\18\2-0 Design\2-5 Deliverables\240102 - Acceptance Package to City\Engineer of Record Letter

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: 58S218715

   b. Principal: 5J Services, LLC.

   c. Surety:

      Name: Liberty Mutual Insurance Company

      State Where Surety is Incorporated: Massachusetts

   d. Obligee(s): LGI Homes - Texas, LLC for Brazoria County Municipal Utility District No. 31; 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 LGI Homes - Texas, LLC for Brazoria County Municipal Utility District No. 31
      Subdivision involved: Lift Station Facilities for Sterling Lakes North
      _____
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Lift Station 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: $ 680,102.00

   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: Liberty Mutual Insurance Company	PRINCIPAL: 5J Services, LLC.
By: _____ Signature	By: _____ Signature
Michelle Ulery Print or Type Signer's Name	Everett Johnson Print or Type Signer's Name
Attorney in Fact Signer's Title	President Signer's Title

ATTACH POWER OF ATTORNEY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200515

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12873 LMIC OCIC WAIC Multi Co_062016

Liberty Mutual.
SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NP 70 68 09 01
LMS 15292 1015

RECORD DRAWINGS

This project is constructed in general conformance with these plans and elevations on these drawings represent what was constructed within engineering tolerances

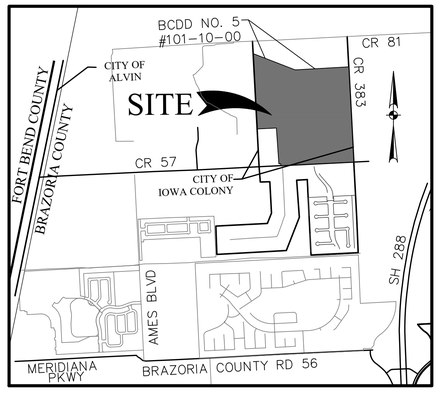
CONSTRUCTION PLANS FOR

STERLING LAKES NORTH LIFT STATION

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31;
WITHIN THE CITY LIMITS OF IOWA COLONY, TEXAS;
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5
BRAZORIA COUNTY, TEXAS

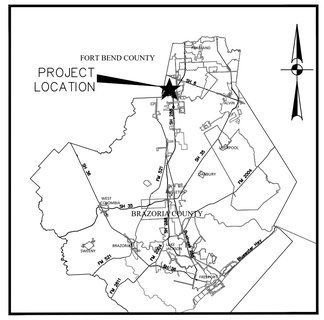
Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	CONSTRUCTION NOTES
3	TCEQ NOTES
4	SERVICE AREA
5	SITE PLAN
6	ENLARGED SITE PLAN
7	MECHANICAL PLAN & SECTIONS
8	WATER DETAILS SHEET 1
9	SANITARY SEWER DETAILS SHEET 1
10A	SANITARY SEWER DETAILS SHEET 2
10B	SANITARY SEWER DETAILS SHEET 3
11	PAVING DETAILS SHEET 1
12	PAVING DETAILS SHEET 2
13	PAVING DETAILS SHEET 3
14	STORM WATER POLLUTION PREVENTION DETAILS SHEET 1
15	STORM WATER POLLUTION PREVENTION DETAILS SHEET 2
16	MISCELLANEOUS CONSTRUCTION DETAILS 1
17	MISCELLANEOUS CONSTRUCTION DETAILS 2
S1	STRUCTURAL GENERAL NOTES
S2	WET WELL PLAN AND SECTION
S3	TYPICAL DETAILS
S4	RCP DETAILS
S5	SECURITY WALL
E1.0	ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS
E1.1	ELECTRICAL SPECIFICATIONS
E1.2	ELECTRICAL GENERATOR SPECIFICATIONS - NATURAL GAS
E1.3	ELECTRICAL GENERATOR AND ATS SPECIFICATIONS - NATURAL GAS
E1.4	ELECTRICAL GENERATOR SPECIFICATIONS - DIESEL (ALTERNATE)
E1.5	ELECTRICAL GENERAL AND ATS SPECIFICATIONS - DIESEL (ALTERNATIVE)
E2.0	ELECTRICAL SITE PLAN
E3.0	ELECTRICAL ONE-LINE DIAGRAM AND SCHEDULES
E3.1	ELECTRICAL ONE-LINE DIAGRAM AND SCHEDULES - ALTERNATE
E4.0	ELECTRICAL DETAILS
E4.1	ELECTRICAL DETAILS
E4.2	ELECTRICAL DETAILS
E5.0	ELECTRICAL CONTROLS
E5.1	ELECTRICAL CONTROLS

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST – STOP CALL
Texas One Call System
1-800-245-4545



LOCATION MAP
1": 2000'

MAP REF: KEY MAP 692E & 692A
BCAD MAP: 289
ZIP CODE: 77583



LOCATION MAP
NOT-TO-SCALE

BENCH MARK REFERENCE

1. THESE PLANS AND THE SURVEYS UPON WHICH THEY ARE BASED ARE TIED INTO THE NATIONAL GEODETIC SURVEY BENCHMARKS. THE BENCHMARKS USED FOR THE TIES ARE NOTED ON THE PLANS.
2. WHERE NEW CONSTRUCTION WILL DAMAGE, DESTROY, OR ALTER AN EXISTING SURVEY MARKER, CONTRACTOR TO INSTALL A SURVEY MARKER RESURVEYED TO CITY SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER.

THE PROPERTY LIES WITHIN THE FOLLOWING FLOOD ZONES AS DEPICTED ON THE FLOOD INSURANCE RATE MAP BRAZORIA COUNTY MAP NUMBER 48039C0110K PANEL 110 OF 925 DATED DECEMBER 30, 2020.

ZONES: PARTIALLY X (SHADED) AND X (UNSHADED)

THE NEAREST APPLICABLE BASE FLOOD ELEVATION IS ESTABLISHED AS 53.00. NAVD88 DATUM.

PREPARED FOR:

LGI HOMES - TEXAS, LLC
1450 LAKE ROBBING DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380

APRIL 2022

PAPE-DAWSON ENGINEERS
HOUSTON I SAN ANTONIO I AUSTIN I FORT WORTH I DALLAS
10350 RICHMOND AVE, STE 200 I HOUSTON, TX 77042 I 713.428.2400
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10193974

STATE OF TEXAS
JENNIFER M. GLASS
109908
LICENSED PROFESSIONAL ENGINEER
4-18-22

PLAN APPROVAL IS VALID FOR ONE YEAR FROM DATE OF SIGNATURES.

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. @ 832-895-1093 OR DINH@ADICO-LLC.COM) AND BRAZORIA COUNTY ENGINEER – CONSTRUCTION@BRAZORIA-COUNTY.COM, 48 HOURS BEFORE COMMENCING WORK.

CONCRETE POURS SHALL BE LIMITED TO NORMAL WORKING HOURS FROM 7 AM – 7 PM MONDAY THROUGH FRIDAY (NO HOLIDAYS).

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31 ENGINEER SIGNATURE VAILD FOR ONE (1) YEAR — DATE

COMMISSIONER'S SIGNATURE FOR FINAL APPROVAL:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
BCDD5 REFERENCE ID # B190018

LEE WALDEN, P.E. — DATE
PRESIDENT

KERRY L. OSBURN — DATE
VICE PRESIDENT

MARK ROLLER — DATE
SECRETARY/TREASURER

JARROD ADEN — DATE
DISTRICT ENGINEER

NOTE:PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL BYRUM-BRATSEN, MAYOR — DATE
DINH HO, P.E., CITY ENGINEER — DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PLAT NO. 40671-10 PD JOB NO. 40948-00 STERLING LAKES NORTH LIFT STATION

Date: Apr 18, 2022, 1:32pm User ID: jedrose
File: K:\Projects\409\48\00\Lift Station\DWGs\CS - 40948-00.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

ADICO
CONSULTING ENGINEERS

Wednesday, September 3, 2025

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

Re: Brazoria County Municipal Utility District No. 53 - Sanitary Sewer Lift Station No. 2 & Force Main
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. CSW 211104-1354
Adico, LLC Project No. 16007-4-374

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final acceptance of Brazoria County Municipal Utility District No. 53 – Sanitary Sewer Lift Station No. 2 & Force Main.

This project was approved into the One Year Maintenance Period on October 16, 2023, by City Council. Adico attended a final inspection on July 14, 2025, with all outstanding punch list items addressed on July 30, 2025. Therefore, Adico, LLC recommends final acceptance of facilities, effective August 15, 2025, 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
File: 16007-4-374

ADICO
CONSULTING ENGINEERS

Wednesday, October 11, 2023

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

Re: Brazoria County Municipal Utility District No. 53 - Sanitary Sewer Lift Station No. 2 & Force Main
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. CSW 211104-1354
Adico, LLC Project No. 16007-4-374

Dear Mayor Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Brazoria County MUD 53 Sanitary Sewer Lift Station No. 2 & Force Main facilities. The final inspection was held January 9, 2023, with all punch list items have been completed on or about May 4, 2023.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of the BCMUD 53 Sanitary Sewer Lift Station No. 2 & Force Main facilities into the One-Year Maintenance Period. The maintenance period shall be effective October 16, 2023, 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: 16007-4-374

CITY OF IOWA COLONY Certification of Infrastructure

CERTIFICATION OF INFRASTRUCTURE FOR:

Brazoria County Municipal Utility District NO. 53 Lift Station No. 2

(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPELS Firm Registration No. F-22671
September 22, 2023

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd., Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 11/17/2021

COUNTY OF BRAZORIA

Date Bond Executed 11/17/2021

PRINCIPAL T&C Construction, Ltd.

SURETY Hartford Fire Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Seven Hundred Eighty-Three Thousand Eight Hundred Forty-Five Dollars and Zero Cents ($783,845.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Sanitary Sewer Lift Station No. 2 & Force Main for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

T&C Construction, Ltd.
PRINCIPAL

By _____
Name Thomas N. Rumney
Title President of T&C Holding, LLC, its General Partner
Address 5411 Killough
Houston, Texas 77086

ATTEST

By _____
Name Carolyn R. Rumney
Title ~~Secretary~~ Partner

(SEAL)

Hartford Fire Insurance Company
SURETY

By _____
Name Francine Hay
Title Attorney-in-Fact

ATTEST

By _____
Name Kourtney Reece
Title Account Analyst

(SEAL)

Physical Address:
19450 State Hwy 249, #400
Houston, Texas 77070

Mailing Address:
19450 State Hwy 249, #400
Houston, Texas 77070

Telephone: 832-604-8849

Local Recording Agent Personal Identification Number:
1446582

Agency Name: Marsh McLennan Agency
Agency Address 2500 City West Blvd., #2400, Houston, Texas 77042
Agency Telephone 713-780-6100

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ 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.

_____ (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Direct Inquiries/Claims
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 61-610074

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Sharon Cavanaugh, C.W. Adams, Roxanne G. Brune, Sharen Groppell, David R. Groppell, Francine Hay, Beverly A. Ireland, Edward L. Moore, Kurt A. Risk, James W. Tomforde, Gloria Villa of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 8, 2021

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

./TX4275-1



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

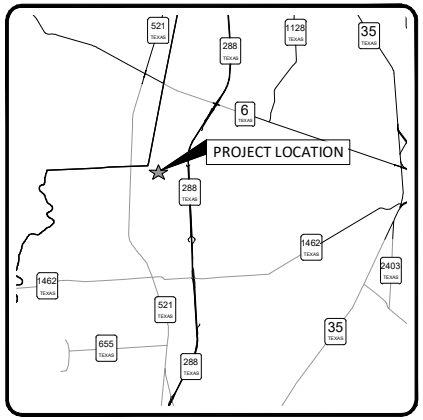
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford' s underwriting companies to the following:

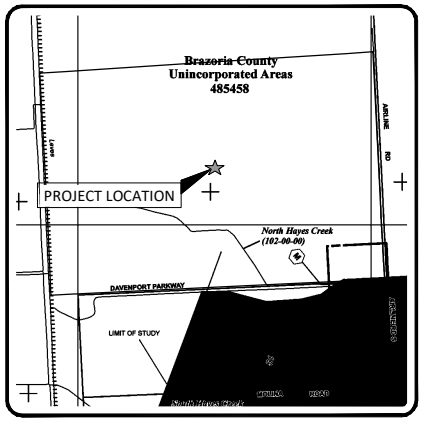
Phone Number:	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-221-3965
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND, T-12 One Hartford Plaza Hartford, CT 06155

APPROVED, ADICO, LLC, 08202021

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53
SANITARY SEWER LIFT STATION NO. 2 & FORCE MAIN



LOCATION MAP
NTS

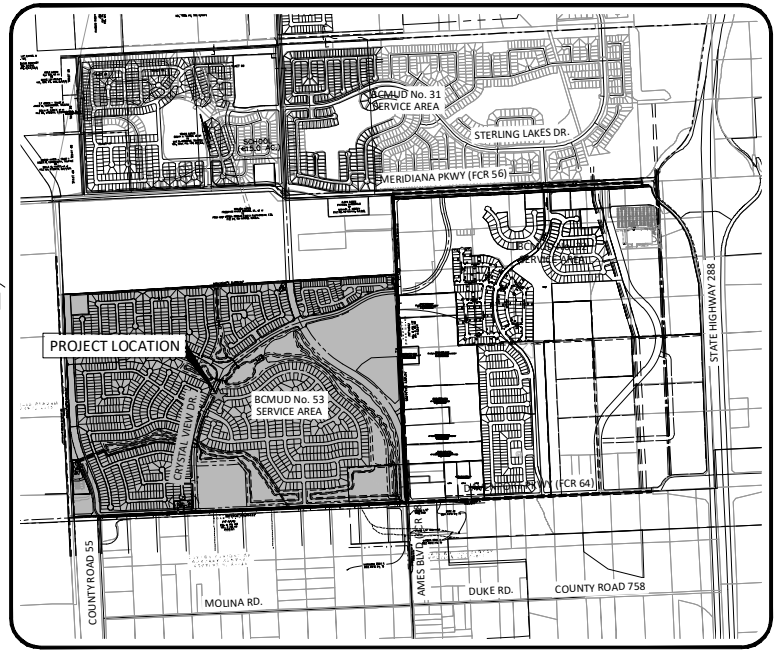


FLOOD PLAIN MAP
0 2000 4000
SCALE:1" = 2000'-0" (24"x36")
1" = 4000'-0" (11"x17" 8.5"x11")

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY
FLOOD INSURANCE RATE MAP COMMUNITY
PANEL No. 48039C0115K DATED: 12/30/2020
THIS TRACT LIES WITHIN ZONE "X", AREAS OUTSIDE OF THE 500 YEAR FLOOD PLAIN
THE BASE FLOOD ELEVATION IS: 54.00'±

DEVELOPER INFORMATION:
BRAZORIA VOUNTY MUD No. 53
C/O ALLEN, BOONE, HUMPHRIES, ROBINSON, LLP
3200 SOUTHWEST FREEWAY, SUITE 2600
HOUSTON, TEXAS 77027

PROJECT LOCATION:
COUNTY ROAD 64 @ COUNTY ROAD 48
ROSHARON, TEXAS 77583



VICINITY MAP
BRAZORIA COUNTY, TEXAS
KEY MAP: 691 Q

NOTES:
1. CONTRACTOR SHALL NOTIFY THE CITY OF IOWA 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 AT - engineer-construction@brazoria-county.com 48 HOURS BEFORE COMMENCING WORK.
2. DRAINAGE AND DETENTION ANALYSIS FOR SIERRA VISTA WEST AMENDMENT NO. 1 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	COVER SHEET
02	SANITARY SEWER FORCE MAIN PLAN & PROFILE
03	SANITARY SEWER LIFT STATION SITE PLAN
04	LIFT STATION PLAN & DETAILS
05	LIFT STATION DETAILS 1
06	LIFT STATION DETAILS 2
07	LIFT STATION DETAILS 3
08	LIFT STATION DETAILS 4
09	STORM WATER POLLUTION PREVENTION PLAN & DETAILS

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-BRATSEN, MAYOR — DATE 08202021

DINH HO, P.E., CITY ENGINEER — DATE 08202021

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

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 FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B190024

REVISION	DATE

WATER ENGINEERS, INC.
Water & Wastewater Treatment Consultants
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM No. 2066
17230 HUFFMEISTER ROAD
CYPRESS, TEXAS 77429
TEL: 281-373-0500
FAX: 281-373-1113

THIS DRAWING CONTAINS CONFIDENTIAL & PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WHATSOEVER WITHOUT THE EXPRESS WRITTEN PERMISSION OF WATER ENGINEERS, INC. FOR WHICH IT WAS ISSUED WITHOUT PRIOR PERMISSION FROM WATER ENGINEERS, INC.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 SANITARY SEWER LIFT STATION NO. 2 & FORCE MAIN

STATE OF TEXAS — NATHANIEL C. LAIL — 130720 — LICENSED PROFESSIONAL ENGINEER — 08-17-2021

SHEET NAME: **COVER SHEET**

DRAWN BY:	BIR
CHECKED BY:	JLW
PRJ No.:	5824-20111
DATE:	8/17/2021
SHEET No.:	01 OF 09

Record Drawing

\\server\wei cad\current jobs\5824.2 sierra vista development\lift station 2\01 coversheet.dwg

ADICO
CONSULTING ENGINEERS

Wednesday, September 3, 2025

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

Re: Primrose Estates – Grading and Detention
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2524
Adico, LLC Project No. 16007-4-441

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Primrose Estates – Grading and Detention. The final inspection was completed on June 5, 2025, with all punch list items addressed June 9, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Primrose Estates – Grading and Detention into the One-Year Maintenance Period. The maintenance period shall be effective September 15, 2025, 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. As-Builts (cover only)

This project does not include any public infrastructure; therefore, a maintenance bond is not required.

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
File: 16007-4-441

DANIEL SCOTT
SINCE 2007
ENGINEERING, LLC

Friday, August 8, 2025

ADICO
CONSULTING ENGINEERS

Dinh V. Ho, P.E., CFM
Principal
Email: dinh@adico-llc.com
Phone: 832-895-1093
2114 El Dorado Blvd, Suite 400
Friendswood, TX, 77546

Re. Primrose Estates
Letter of Substantial Completion and Engineer of Record Certification

Dear Dinh:

This letter is to certify to you that the construction of *Primrose Estates* is substantially complete as of June 09, 2025. Below is a list of items that we find in proof of the previous statement:

1. Storm sewer lines and offsite drainage improvements are in place and are found to be in general conformance with the construction plans and specifications as approved by the City of Iowa Colony and Brazoria County Drainage District 5.
2. All lots have been graded to a minimum slope of 1% and a maximum slope of 3% and in accordance with the City of Iowa Colony approved plans and specifications.
3. All lot corners have been marked with iron rods with caps and a wooden lath with lot number.
4. The lots are free and clear of all trash, debris, construction material and equipment as of August 08, 2024.

If you have any questions or require additional information, please do not hesitate to contact me.

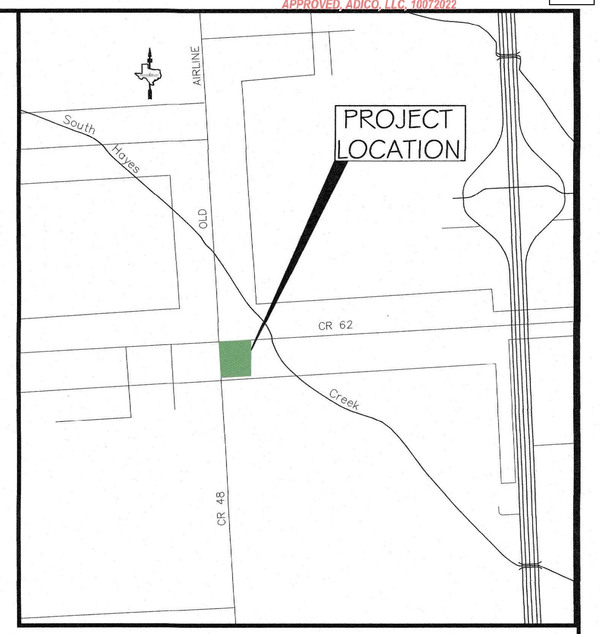
Sincerely,

Scott R. Sheridan, P.E., R.P.L.S., CFM
President
Daniel Scott Engineering, LLC

STATE OF TEXAS
SCOTT R. SHERIDAN
108881
LICENSED
PROFESSIONAL ENGINEER

APPROVED, ADICO, LLC, 10072022

BRAZORIA COUNTY
CITY OF IOWA COLONY, TEXAS
PRIMROSE ESTATES
FINAL CONSTRUCTION PLANS
AUGUST 25, 2022



VICINITY MAP
SCALE: 1" = ¼ MILE

FINAL PLAT AND CONSTRUCTION NOTES

The following notes will appear on the Final Plat drawing(s). If Final Plat drawing(s) is not issued the Construction drawing(s) will carry notes as shown:

1. **Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.**
2. **All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.**
3. **All property shall drain into the drainage easement only through an approved drainage structure.**
4. **All drainage easements and detention pond reserves shown on this plat, with the exception of _____, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District # 5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.**
5. **The property identified in the foregoing plat lies with Brazoria County Drainage District #5.**
6. **This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.**
7. **Land use within the commercial site is limited to an average imperviousness of no more than ____percent. The drainage and /or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.**
8. **Other than shown heron, there are no pipeline easements or pipelines within the boundaries of this plat.**
9. **All storm water drainage pipes, culverts, tiles or other (including driveway culverts) will be minimum 24" I.D. or equal.**
10. **Dedicated drainage easement(s) granted to Brazoria County Drainage District # 5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.**
11. **Dedicated ingress/egress accesses are granted to Brazoria County Drainage District # 5 (see District Resolution No 2007-06 & No 2007-07). Access will be gated and locked with Brazoria County Drainage District # 5's lock.**
12. **Prohibited use of "metal" pipe in storm water/sewer applications (see District Resolution No 2007-08).**
13. **Prohibited use of "rip-rap" in storm water/sewer applications (District policy).**
14. **Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.**
15. **All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District # 5 by the property owner will be initiated and recorded, at property owner's expense, in Brazoria County, Texas with a 'Recorded Document Number' affixed to said easement prior to final project approval granted by Brazoria County Drainage District # 5 Board of Commissioners.**
16. **It will be the property owner's responsibility to verify if any Brazoria County Drainage District # 5 'Dedicated' drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.**
17. **Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub –Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District # 5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.**

DRAWING INDEX

SHEET #	DRAWING NAME
1.	VICINITY MAP & DRAWING INDEX
2.	BOUNDARY & TOPOGRAPHIC SURVEY
3.	FINAL DRAINAGE
4.	FINAL DRAINAGE CALCULATIONS & DETAILS
5.	DETENTION POND CROSS SECTIONS
6.	FINAL SWPPP
7.	FINAL GRADING PLAN
8.	STORM SEWER DETAILS SHEET 1
9.	STORM SEWER DETAILS SHEET 2
10.	STORM SEWER DETAILS SHEET 3
11.	STORM SEWER DETAILS SHEET 4
12.	STORM WATER POLLUTION PREVENTION DETAILS SHEET 1
13.	STORM WATER POLLUTION PREVENTION DETAILS SHEET 2

ATTACHMENTS

A1	PRELIMINARY PLAT SHEET 1
A2	PRELIMINARY PLAT SHEET 2

Commissioner's signature for final approval:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

Lee Walden, P.E	**Date**	**Kerry Øsburn**	**Date**
President		**Vice President**	
Brandon Middleton	**Date**	**Jarrod Aden**	**Date**
Secretary/Treasurer		**District Engineer**	

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

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.

MICKEY BYRUM, BRATSEN, MAYOR — DATE 10072022
DANIEL E. CITY ENGINEER — DATE 10072022

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

BDD #5 - Ref ID # B220034

DANIEL SCOTT ENGINEERING, LLC
SINCE 2007
TBPELS F-9827
P.O. BOX 1549, ALVIN, TX 77512
(281) 519-8530
scott@danielscottengineering.com

RECORD DRAWING SET

SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TX 77578
OFFICE # (281) 519-8530, EXT. 2
TBPELS F-9827

DEVELOPER/OWNER:
JOHNSON MATHEW
GO GREEN DEVELOPERS
2410 BAY MANOR
PEARLAND, TEXAS 77584
PHONE: 281-451-8722

STATE OF TEXAS
SCOTT R. SHERIDAN
108881
LICENSED
PROFESSIONAL ENGINEER

AUGUST 25, 2022

NOTES
1. CONTRACTOR SHALL HAVE A SET OF SIGNED APPROVED DRAWINGS ONSITE AT ALL TIMES DURING CONSTRUCTION.
2. FUTURE DEVELOPMENT ON THIS SITE MUST BE APPROVED BY BRAZORIA DRAINAGE DISTRICT No. 5.
3. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 53.00'.
4. ALL HOMES SHALL HAVE A PIER AND BEAM FOUNDATION WITH THE CRAWL SPACE HAVING FLOOD VENTS PER THE EFFECTIVE FEMA EC.
5. ALL LOTS SHALL HAVE A CIRCLE DRIVEWAY INSTALLED AT THE TIME OF HOME BUILDING SO THAT NO LOT HAS TO BACK OUT ONTO THE EXISTING COUNTY ROADS. ALL DRIVEWAYS SHALL HAVE TOP OF PAVEMENT ELEVATIONS SET AT THE EXISTING FINISHED GRADE ELEVATIONS INSTALLED AFTER SUBDIVISION CONSTRUCTION.
6. CONCRETE OURS ON DETENTION SYSTEMS AND BDD5 FACILITIES REQUIRE A MINIMUM OF FORTY-EIGHT (48) HOURS (TWO WORKING DAYS) WRITTEN NOTICE TO THE DISTRICT AND AN INSPECTION APPOINTMENT BEFORE THE POUR BEGINS.
7. PLEASE BE ADVISED THAT FAILURE TO PROPERLY COORDINATE AN ON-SITE INSPECTION BEFORE CONCRETE IS POURED WILL CAUSE PORTIONS OF THE CONCRETE TO BE BROKEN OUT AT THE APPLICANT'S EXPENSE IN ORDER TO PROVE TO THE DISTRICT'S INSPECTOR THAT CONSTRUCTION COMPLIES WITH DISTRICT RULES, REGULATIONS & GUIDELINES.
8. AT THE CONCLUSION OF CONSTRUCTION, THE DISTRICT SHALL CONDUCT A FORMAL INSPECTION AND NOTIFY THE ENGINEER IN WRITING OF ANY DEFICIENCIES. THE ENGINEER SHALL NOTIFY THE DISTRICT WHEN ALL DEFICIENCIES HAVE BEEN CORRECTED AND A SUBSEQUENT INSPECTION INSPECTION WILL BE CONDUCTED.
9. AFTER CONSTRUCTION OF THIS PROJECT IS APPROVED BY THE DISTRICT, CONSTRUCTED BY THE OWNER, THE ENGINEER SHALL SEND A CERTIFICATE OF COMPLETION AND A SET OF AS-BUILT PLANS TO THE DISTRICT OFFICE.
10. NO DRAINAGE SYSTEM OR DETENTION FACILITY SHALL BE PLACED IN SERVICE UNTIL A CERTIFICATE IS ISSUED.

PRIMROSE ESTATES BDD #5 - Ref ID # B220034

ADICO
CONSULTING ENGINEERS

Friday, September 5, 2025

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

Re: Sterling Lakes Drive Extension – Water, Drainage and Paving Facilities
Brazoria County Municipal Utility District No. 31
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 6265
Adico, LLC Project No. 710-25-004-020

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection of Sterling Lakes Drive Extension – Water, Drainage and Paving Facilities. The final inspection was held August 29, 2025, with all punch list items completed on or about August 29, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes Drive Extension – Water, Drainage and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective September 15, 2025, 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
File: 710-25-004-020

CERTIFICATION OF INFRASTRUCTURE FOR:

Sterling Lakes Drive Extension

(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



August 29, 2025

TBPE Firm Registration No. F-22671

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, TX 77357

City, State and Zip Code

832-823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800164

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): Brazoria County Municipal Utility District No. 31 : and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date:
Parties: Principal and Brazoria County Municipal Utility District No. 31
Subdivision involved: Sterling Lakes Drive Extension

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Construction of Water, 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: $ 696,009.70

g. Maintenance Period:

Starting Date **of Maintenance Period**:
(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: September 3, 2025

SURETY: The Gray Casualty & Surety Company

By: _____
Signature

Jillian O'Neal
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

PRINCIPAL: Rodriguez Construction Group, LLC

By: _____
Signature

SEAL

Roy Rodriguez
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

Technical Assurance LLC
02/01/2024 13:10 9672000503

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800164 **Principal:** Rodriguez Construction Group, LLC

Project: Construction of Water, Drainage and Paving Facilities for Sterling Lakes Drive Extension

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas** jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company thereto; and be it

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of September , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of September , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

APPROVED, ADICO, LLC, 12032024

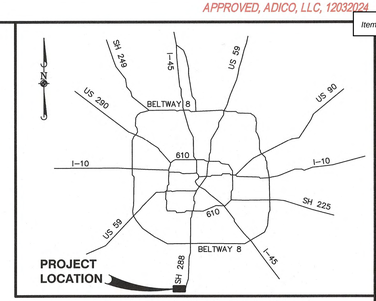
Item 36.

DEVELOPER:
STERLING MERIDIANA 35 GP LLC.
5851 SAN FELIPE, SUITE 800
HOUSTON, TEXAS 77057
(713)783–6702

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES DRIVE EXTENSION

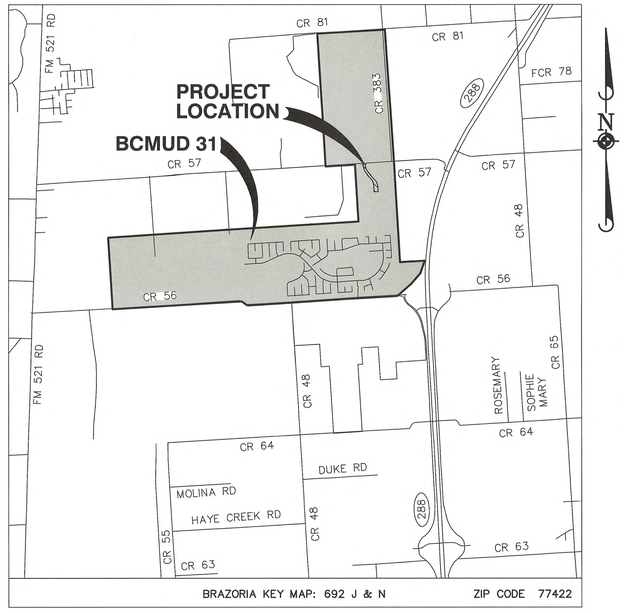
BRAZORIA COUNTY M.U.D. NO. 31
BRAZORIA COUNTY, TX
PROJECT NO. 610.002.034.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

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4	DRAINAGE OVERALL ⚠ ⚠
5	GRADING OVERALL ⚠ ⚠
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19	STORM SEWER DETAILS – 4
20	STORM WATER POLLUTION PREVENTION DETAILS – 1
21	STORM WATER POLLUTION PREVENTION DETAILS – 2
22	PAVING DETAILS–1
23	PAVING DETAILS–2
24	PAVING DETAILS – 3
25	PAVING DETAILS–4
26	SLOPE PAVING & TRAFFIC PAVEMENT MARKING DETAILS



LOCATION MAP
1"=1/4 mile

• AS-BUILT DRAWINGS
RODRIGUEZ CONSTRUCTION GROUP LLC
RR - ROY RODRIGUEZ / PRESIDENT
08/28/2025

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV–79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/– SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.
ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN–MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
1 02/07/2025	hydromulch to be regraded for FM removal	
2 07/17/2025	Added E-inlet to existing swale	
3 07/29/2025	Re-aligned roadside ditch and E-inlet	
4		
5		

ENGINEER'S SEAL
TRAVIS H. HARRISON
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823–2200
TBPE NO. F–22671

STATE OF TEXAS · TRAVIS H. HARRISON · 137397 · LICENSED PROFESSIONAL ENGINEER
11/25/2024

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER — DATE 12/3/2024
DINH HO, P.E., CITY ENGINEER — DATE 12032024

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ISSUED FOR CONSTRUCTION
Issue Date - 02/07/2025

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. — Date — President
Kerry L. Osburn — Date — Vice President
Brandon Middletown — Date — Secretary/Treasurer
Dinh V. Ho, P.E. — Date — District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B230064

ONE–CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223–4567 (In Houston)
(New Statewide Number Outside Houston)
1–800–545–6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832–895–1093, INSPECTIONS@ADICO–LLC.COM) 48 HOURS BEFORE COMMENCING WORK.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

PM: THH DFT: SC
DSN: AK DATE: OCT 2024

INTERIM REVIEW
ISSUED FOR CONSTRUCTION - 02/07/2025
ISSUED
ELEVATION LAND SOLUTIONS - STERLING LAKES DRIVE EXTENSION - PROJECT NO. 610.002.034.00
P:\610.002 Sterling Lakes – BCMUD 31\034 Sterling Lakes Drive Extension\dwg_Plan Set Drawings\TITLE AND INDEX OF SHEETS.dwg
24x36
301

ADICO
CONSULTING ENGINEERS

Tuesday, September 2, 2025

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

Re: Karsten Boulevard North Phase 4 – Water, Drainage and Paving Facilities
Brazoria County Municipal Utility District No. 31
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. 6264
Adico, LLC Project No. 710-25-004-019

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection Karsten Boulevard North Phase 4 – Water, Drainage and Paving Facilities. The final inspection was held August 15, 2025, with all punch list items completed on or about August 15, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Karsten Boulevard North Phase 4 – Water, Drainage and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective September 15, 2025, 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
File: 710-25-004-019

CERTIFICATION OF INFRASTRUCTURE FOR:

KARSTEN BLVD. NORTH PH 4

(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



TBPE Firm Registration No. F-22671
August 19, 2025

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

18811 Megan Way, Suite 1A

Address

New Caney, TX 77357

City, State and Zip Code

832-823-2200

Phone No.

CITY OF IOWA COLONY
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: GS24800165

   b. Principal: Rodriguez Construction Group, LLC

   c. Surety:

      Name: The Gray Casualty & Surety Company

      State Where Surety is Incorporated: Louisiana

   d. Obligee(s): Brazoria County Municipal Utility District No 32 and Astro Sterling Lakes North LP; 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 The Gray Casualty & Surety Company
      Subdivision involved: Karsten Blvd North Phase 4
      _____
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, 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: $ 683,686.50

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: one year after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: August 19, 2025

SURETY: The Gray Casualty & Surety Company	PRINCIPAL: Rodriguez Construction Group, LLC
By: _____ Signature	By: _____ Signature
Jillian O'Neal Print or Type Signer's Name	Roy Rodriguez Print or Type Signer's Name
Attorney-in-Fact Signer's Title	President Signer's Title

ATTACH POWER OF ATTORNEY

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800165 **Principal:** Rodriguez Construction Group, LLC

Project: Construction of Water, Drainage and Paving Facilities for Karsten Blvd North Phase 4

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of August , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of August , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

APPROVED, ADICO, LLC, 04/17/2025

Item 37.

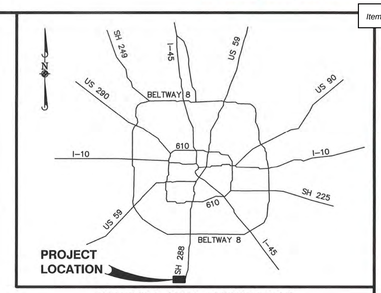
ISSUED FOR CONSTRUCTION - 04/28/2025

DEVELOPER:
ASTRO STERLING LAKES NORTH
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(709) 783-6702

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES FOR

KARSTEN BLVD NORTH PHASE 4

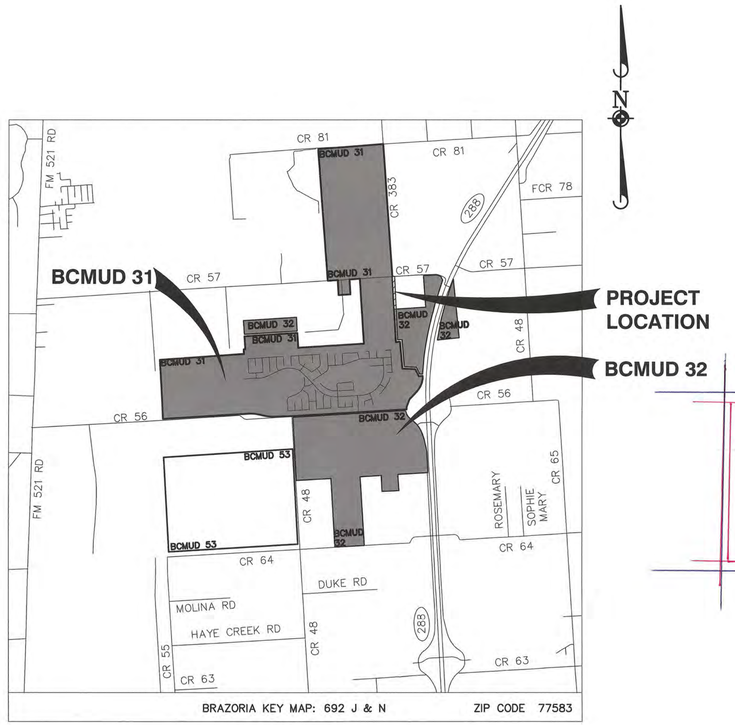
BRAZORIA COUNTY, TX M.U.D. NO. 31
BRAZORIA COUNTY, TX
PROJECT NO. 610.001.044



HOUSTON AREA VICINITY MAP
N.T.S.

SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING OVERALL
7	DETENTION POND OVERALL
8	STORM WATER POLLUTION PREVENTION PLAN
9	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
10	KARSTEN BOULEVARD (STA 0+00 TO 5+00)
11	KARSTEN BOULEVARD (STA 5+00 TO 10+00)
12	KARSTEN BOULEVARD (STA 10+00 TO 15+00)
13	OUTFALL & TEMPORARY SWALE
14	PAVING DETAILS-1
15	PAVING DETAILS-2
16	PAVING DETAILS-3
17	PAVING DETAILS-4
18	STORM SEWER DETAILS-1
19	STORM SEWER DETAILS-2
20	STORM SEWER DETAILS-3
21	STORM SEWER DETAILS-4
22	MISCELLANEOUS DETAILS
23	SWPPP DETAILS-1
24	SWPPP DETAILS-2
25	WATERLINE DETAILS-1
26	WATERLINE DETAILS-2
27	TXDOT DETAILS



LOCATION MAP
1"=1/4 mile

ISSUED FOR CONSTRUCTION
Issue Date - 04/28/2025

AS-BUILT DRAWINGS
T&R
ROY RODRIGUEZ - PRESIDENT
08/20/2025

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:

"A" BEING A SET "MAG" NAIL IN GRAVEL, LOCATED APPROXIMATELY 10 FEET NORTH OF INTERSECTION OF COUNTY ROAD 383 (KARSTEN BOULEVARD) AND ROAD 57 (CEDAR RAPIDS PARKWAY).

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0110K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED FULLY WITHIN: SHADED ZONE "AE", DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

	DATE	REVISION	APP.
1	4/2/2025	Revise Storm Sewer Size & Change Speed Limit	
2	4/28/2025	Revised cul-de-sac, gravel road, swale, and STM MH 19	TH
3			
4			
5			

ENGINEER'S SEAL
TRAVIS H. HARRISON, P.E
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
TBPE NO. F-22671

STATE OF TEXAS · TRAVIS H. HARRISON · 137397 · LICENSED PROFESSIONAL ENGINEER
08/27/2025

STATE OF TEXAS · TRAVIS H. HARRISON · 137397 · LICENSED PROFESSIONAL ENGINEER
03/20/2025

RECORD DRAWING
08/27/2025
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND 48 HOURS BEFORE COMMENCING WORK.

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ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. President	Date	Brandon Middletown Vice President	Date
Kerry Osburn Secretary/Treasurer	Date	Dinh V. Ho, P.E. District Engineer	Date

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. #

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER — DATE 4/1/2025
DINH HO, P.E., CITY ENGINEER — DATE 4/1/2025

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: THH DFT: BNJ
DSN: ML DATE: Mar-25

SHEET 1 OF 27

P:\001 Sierra Vista - BCMUD 32\044 Karsten Blvd N Phase 4 WSD and Paving\dwg_Plan Set Drawings\TITLE AND INDEX OF SHEETS.dwg

ELEVATION LAND SOLUTIONS - KARSTEN BOULEVARD NORTH PHASE IV - PROJECT NO. 610.001.044

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

EXTENSION OF APPROVAL LETTER

VIA E-MAIL: engineering@adico-llc.com

DATE: August 6, 2025

TO: Loan Allen - Adico Consulting Engineers, LLC

FROM: EHRA/Michael Turzillo
Assistant Project Manager – Planning & Visioning

EXTENSION OF APPROVAL LETTER: Meridiana Section 55C

EHRA Engineering is requesting an extension of approval for the preliminary plat of Meridiana Section 55C. This plat was approved by Iowa Colony City Council on 10/14/2024 and will expire on 10/14/2025. Please include this item on the 9/15/2025 City Council agenda and allow an extension of approval of six months.

See the attached preliminary plat of Meridiana Section 55C for your reference and let me know if you require anything further to facilitate this request (six months).

Regards,

Michael Turzillo,
Assistant Project Manager – Planning & Visioning
EHRA

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

2. 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: 0.99986742185.

3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0120K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

4. B.C.C.F. indicates Brazoria County Clerk's File.
   B.C.P.R. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   D.E. indicates Drainage Easement.
   M.H. indicates Manhole.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   RES. indicates Reserve
   R.O.W. indicates Right-Of-Way.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   ⟆ indicates change in street name.

5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 55, and Brazoria County Drainage District #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. The Developer, Home Owners Association, or Municipal Utility District shall be responsible for maintenance of Reserves 'A' and 'B'. The Lulling Stone Property Owners Association shall be responsible for maintenance of Reserve 'C'.

8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

9. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

10. 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.

11. This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 4.

12. Drainage plans to be provided prior to final plat submittal.

13. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 55C 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.

14. This plat is subject to the approval and acceptance of the Meridiana Section 55B plat for secondary point of ingress/egress.

RESERVE TABLE

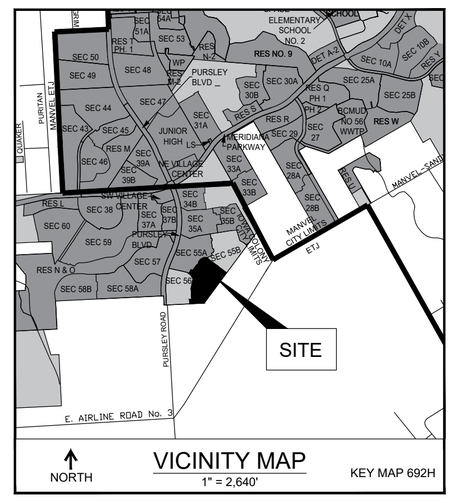
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,188.56	0.03
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	25,590.94	0.59
C	DRAINAGE, DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	122,468.28	2.81
	TOTAL	149,247.78	3.43

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	43.51'	S 57°14'46" E	43.46'

LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 37°17'10" E	183.72'
L2	N 81°06'23" E	21.31'
L3	N 14°52'17" E	82.27'
L4	N 40°07'17" E	40.33'
L5	N 40°25'17" E	40.42'
L6	N 66°33'28" E	81.56'
L7	N 89°54'21" E	88.91'
L8	S 41°16'25" E	60.84'
L9	S 36°36'16" W	3.16'
L10	N 02°50'00" W	120.00'
L11	N 87°10'00" E	51.52'
L12	N 33°17'23" W	124.42'
L13	N 61°07'16" W	39.08'
L14	N 28°13'18" E	115.29'



OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162

BENCHMARK(S):

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

0' 50' 100' 200'
SCALE: 1"=100'
NORTH

Meridiana Section 55C Preliminary Plat

A Subdivision of 14.67 acres out of the H.T. & B. R.R. Co. Survey, Section 54, A-514, City of Iowa Colony, Brazoria County, Texas

67 Lots, 2 Blocks and 3 Reserves
Owner: GR-M1, LTD., a Texas Limited Partnership

September 10, 2024

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE No. F - 726
TBPLS No. 10092300

EHRA JOB NO.
081-011-55-03

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

P:\081-011-55-03\Plat\PPLAT\Meridiana Sec 55C_PPlat_Rev.dwg Sep 10, 2024-10:21am Edited by: mturzillo

CITY OF IOWA COLONY

City Council Agenda Item Request Form

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

Date:

Department Making Request: 30 - Public Works

Person Making Request: Jeremy Franks

Item Type: Agreement

Budgeted? N/A (no cost) Cost:

If budgeted, identify account:

Short Description:

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

Explanation/Justification Details:

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

Requestor Signature:

==========

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the 09/15/2025 Council Agenda.

City Secretary

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Barbara X. Martinez, P.E.
STAFF ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 31, 2025

City of Iowa Colony
ATTN: Mayor
12003 Iowa Colony Boulevard
Iowa Colony, TX 77583-5719

RE: Interlocal Agreement with Brazoria County and the City of Iowa Colony

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Iowa Colony. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Iowa Colony. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions please feel free to contact me at 979.864.1265 or by email at engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Tricia Simmons

Tricia Simmons
Interlocal Coordinator

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

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

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

1.0 The term of this agreement shall be from October 1, 2025, to September 30, 2026. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

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

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

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

(1) By the COUNTY through use of county equipment;

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

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

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

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

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

II.

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

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

Docusign Envelope ID: FD448C7F-6BF3-48A3-8D1E-8240F98F8124

III.

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

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

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

SIGNED AND ENTERED this the _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

Signed by:
L. M. "Matt" Sebesta, Jr.
By: C007E899B84A4... L.M. "Matt" Sebesta Jr.
Brazoria County Judge

CITY OF _____

By: Mayor

ATTEST:

CITY SECRETARY