



CITY COUNCIL MEETING

Monday, November 17, 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, NOVEMBER 17, 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



Adopted 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.

CITIZEN COMMENTS

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

PUBLIC HEARINGS

1. Hold a public hearing to consider a Specific Use Permit for a proposed swim school facility on the following property:

Approximately 1.956 acres of land, being the south ½ of the southeast ¼ of section 53, H.T. & B.R.R. Co. Survey, abstract 287, Brazoria County Texas as recorded in Volume 358, Page 495 Deed Records, Brazoria County Texas.

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

A 5.00-acre tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T. & B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

3. Hold a public hearing pursuant to the Comprehensive Zoning Ordinance, as amended, to consider a proposed amendment to the Rally 288 West Planned Unit Development (PUD) to include an additional 5.00-acre tract and designate the tract for single-family residential use within the PUD.

COUNCIL COMMENTS

STAFF REPORTS

4. Building Official/Fire Marshal Monthly Report
5. Police Department Monthly Report
6. Municipal Court Monthly Report
7. Public Works Monthly Report
8. City Engineer's Report
9. Finance Monthly Reports
10. Technology Department Monthly Report
11. Water/Wastewater Utility Monthly Report

ITEMS FOR CONSIDERATION

12. Consideration and possible action on an Ordinance granting a specific use permit for a swim facility located at 4903 Davenport Parkway.
13. Consideration and possible action on a Resolution authorizing the revision of Contract No. 24-065-009-E166 with the General Land Office.
14. Consideration and possible action to appoint members to an Advisory Committee for the upcoming Impact Fee Study.
15. Consideration and possible action to reschedule the City's Regular Council Meeting on January 19, 2026, due to the observance of the Martin Luther King Jr. Holiday.
16. Consideration and possible action on amending Ordinance No. 2025-03 regarding electronic signs in Chapter 30 of the City Code.
17. Consideration and possible action on a proposal from Cahoon Consulting to apply for and participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS).

- [18.](#) Consideration and possible action to authorize Adico, LLC to provide engineering design services for the City of Iowa Colony Expansion of the SW WWTP (formerly BCMUD 53) to 0.90 MGD.
- [19.](#) Consideration and possible action to authorize Adico, LLC to provide engineering design services for the City of Iowa Colony for the elevated storage tank.
- [20.](#) Consideration and possible action to award a contract for on-call building inspections and plan review services to Safebuilt.

CONSENT ORDINANCES – SECOND READING

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

- [23.](#) Consideration and possible action on an ordinance allowing outdoor burning inside the city limits.

CONSENT AGENDA

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

- [24.](#) Consider approval of the October 6, 2025 City Council meeting minutes.
- [25.](#) Consider final acceptance of Sterling Lakes North Section 2 - Water, Sanitary, Drainage and Paving Facilities.
- [26.](#) Consider final acceptance of Sterling Lakes North Section 3 - Water, Sanitary, Drainage and Paving Facilities.
- [27.](#) Consider final acceptance of Sterling Lakes North Section 5 - Water, Sanitary, Drainage and Paving Facilities.
- [28.](#) Consider final acceptance of Sterling Lakes North Section 6 - Water, Sanitary, Drainage and Paving facilities.
- [29.](#) Consider approval of the Sierra Vista West Section 11 Early Plat Application.
- [30.](#) Consider acceptance into the warranty period for the 12" waterline extension and improvements on Iowa Colony Boulevard and 8" on Kelly Leigh Drive ARPA Contract No. SLFRF TX0833.
- [31.](#) Consider acceptance of MAR-CON Services, LLC for the drainage improvements on Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary CDBG-DR MIT Contract No. 24-065-009-E166.
- [32.](#) Consider acceptance of Performance Services for AMI Project Phase 1.
- [33.](#) Consider acceptance of Performance Services for AMI Project Phase 2.

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:

21. Discuss matters pertaining to the selection process for a new City Manager.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

22. Consideration and possible action on Executive Session matters.

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 November 10, 2025.



Kayleen Rosser

Kayleen Rosser, City Secretary

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

Kayleen Rosser

Kayleen Rosser, City Secretary

Date Signed: _____

**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON SPECIFIC USE PERMIT**

To be held on:

Public Hearing., **November 17, 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 November 17, 2025**, in the City Council Chambers at Iowa Colony City Hall, 3144 Meridiana Parkway, Iowa Colony, Texas, to consider a Specific Use Permit for a proposed swim school facility on the following property:

Approximately 1.956 acres of land, being the south ½ of the southeast ¼ of section 53, H.T. & B.R.R. Co. Survey, Abstract 287, Brazoria County Texas as recorded in Volume 358, Page 495 Deed Records, Brazoria County Texas.

The public is invited to attend and speak at the hearing concerning the proposed action. A copy of this request for action is available from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at www.iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

Public Hearing., **November 17, 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 November 17, 2025**, in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, to consider annexing the following property:

A 5.00 tract of land known as the West ½ of Lot 469 of a subdivision of Sections 50, 51, and 56 in the H.T.& B.R.R Company Survey, Abstract 449 and 2, 3, & 4 of L & N, Brazoria County, Texas recorded in the County Clerk's File No. 2008-002572 of the Official Records of Brazoria County, Texas.

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

**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON AMENDING
THE RALLY 288 WEST PLANNED UNIT DEVELOPMENT**

To be held on:

Public Hearing, **November 4, 2025, at 6:30 p.m.**
Public Hearing, **November 17, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 6:30 p.m. on November 4, 2025, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on November 17, 2025, each at the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance, as amended, to consider a proposed amendment to the Rally 288 West Planned Unit Development (PUD) to include an additional 5.00-acre tract and designate the tract for single-family residential use within the PUD.

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

Kayleen Rosser
Iowa Colony City Secretary



TBPE No. F-726
TBPLS No. 10092300

VIA E-MAIL: dinh@adico-llc.com

DATE: November 5, 2025

TO: Dinh Ho – Principal, Adico Consulting Engineers, LLC

FROM: EHRA/Michael Turzillo
Assistant Project Manager – Planning & Visioning

EXTENSION OF APPROVAL LETTER: Ellwood PUD Amendment Deferral

EHRA Engineering on behalf of Beazer Homes is requesting that the Ellwood PUD Amendment recommended for approval by Planning and Zoning Commission on 11/4/2025 be deferred and placed on the 12/15/2025 city council agenda for consideration of approval.

Regards,

Michael Turzillo,
Assistant Project Manager – Planning & Visioning
EHRA Engineering



IOWA COLONY FIRE MARSHAL'S OFFICE

Item 4.

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

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

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

November 10, 2025

Mayor and Council,

See October 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-	467
Electrical Inspections-	393
Plumbing Inspections-	467
Mechanical Inspections-	<u>190</u>
Total-	1643

Total Paid to Safe Built for October 2025, for a total of 1643 Inspections- \$36,967.50

Total Paid to Safe Built for October 2024, for a total of 1480 Inspections- \$33,300.00

October 2024 Plan Reviews- 134

Building- 2	Commercial Buildout- 1	Electrical- 7	New Residential- 121	New Addition- 1	Swimming Pool- 2
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October 2025 Plan Reviews- 64

Building- 2	Commercial Buildout- 1	Electrical- 1	New Residential- 53	Planning & Zoning 1	Fire- 6
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Permits Issued

2024- 222

Engineer Projects- 15	Other Permits- 82	New Home Permits- 125
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2025- 169

Engineer Projects- 22	Other Permits- 89	New Home Permits- 58
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Fees Collected

2024- \$853,188.34

Engineer Projects- \$114,253.98	Other Permit Fees- \$119,987.09	New Home Permit Fees- \$618,947.27
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2025- \$601,964.45

Engineer Projects- \$223,442.86	Other Permit Fees- \$45,659.07	New Home Permit Fees- \$332,591.45
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Rachel completed the course and passed the test for Certified Permit Clerk through International Code Council. I am very proud of Rachel as she is taking the initiative to gain better knowledge of the permit office. She is currently exploring other certifications through International Code Council.

Animal Control- 18 Calls for service

23- Animal at Large	6- Deceased Animals	4- 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- 118- Calls for service

Tall Grass and Weeds- 3	Junked Vehicles- 9	Debris and Unsanitary Conditions- 8	No Address- 3	Rubbish/Trash- 3
Sign Removal- 72	Violation Notices- 17	Notice of Compliance Letters- 3		

Fire Marshal

Conducted finals at the Apartments on Building 7, all passed and building allowed to open.

Thanks,

Albert Cantu, CFM



IOWA COLONY POLICE DEPARTMENT

Item 5.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report October 2025

Offense	September 2025	October 2025
Burglary	9	
Theft	5	
Robbery	0	
Total Index Crimes Reported	14	
Reports Taken		
Misdemeanor	37	31
Felony	20	15
Charges Filed/Arrests		
Misdemeanor	21	31
Felony	3	2
Outside Agency Warrant Arrest	2	3
Traffic Enforcement		
Number of Violations	693	854
Crash Investigations		
Minor Crashes	16	17
Major Crashes	8	5
Fatality Crashes	0	0
Calls for Service		
Alarms	40	32
Assist Other Agency	29	34
Disturbance	12	9
Other	282	253
Security Checks	521	529
Suspicious Activity/Persons	22	34

Significant Events

- October 3 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 3 – Officers conducted a traffic stop in the area of SH 288/SH 6. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- October 3 – Officers conducted a traffic stop in the area of Iowa Colony Blvd/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

Item 5.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- October 5 – 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.
- October 5 – Officers were dispatched to the 3700 block of Cedar Rapids Pkwy in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- October 6 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Crystal View Dr. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 7 – Officers conducted a traffic stop in the area of Iowa Colony Blvd/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 8 – Officers conducted a traffic stop in the 3200 blk of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 9 – Officers conducted a traffic stop in the area of SH 288/Cedar Rapids Pkwy. During the traffic stop, it was found that both occupants had outstanding warrants in Florida. An arrest was made and a report was generated.
- October 10 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 10 – Officers conducted a traffic stop in the area of SH 288/Dubuque 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.
- October 11 – Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
- October 11 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Karsten Blvd. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- October 13 – Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- October 16 – Officers conducted a traffic stop in the area of SH 288/Dubuque Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.



IOWA COLONY POLICE DEPARTMENT

Item 5.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
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- October 17 – 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.
 - October 18 – Officers conducted a traffic stop in the area of SH 288/Dubuque 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.
 - October 18 – Officers were dispatched to the 4800 block of Vaughn Way in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - October 18 – Officers conducted a traffic stop in the area of SH 288/CR 60. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
 - October 20 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop, illegal narcotics were found in the vehicle. An arrest was made and a report was generated.
 - October 21 – Officers conducted a traffic stop in the 25000 blk of SH 288. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
 - October 22 – Officers conducted a traffic stop in the 3000 blk of Meridiana Pkwy. During the traffic stop, drug paraphernalia was found in the vehicle. Citations were issued and the driver was released.
 - October 25 – 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.
 - October 27 – Officers conducted a traffic stop in the area of SH 288/Hays Creek. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
 - October 29 – 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.
 - October 30 – Officers conducted a traffic stop in the 3200 blk of 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 10/1/2025 to 10/31/2025

11/4/2025 6:

Item 6.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
305	1	1	1	10	318

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$17,911.23	\$30,260.54	\$8,380.20	\$196.09	\$234.55	\$56,982.61

Warrants

Issued	Served	Closed	Total
0	0	3	3

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
53	0	42	20	140	255

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

Safety Meeting	Description		Complete
Public Works	caught in or between hazards training		Complete
Public Works	struck by training		Complete
Public Works	field operation safety		Complete
DEBRIS REMOVAL	Description		Complete
Public Works building	remove dumped trash bags / broken wood boards		Complete
Iowa Colony & Kimberly Dr	remove trash in right away		Complete
Davenport & Iowa Colony to Davenport & Pursley	remove trash in right away		Complete
Public Works building	remove dumped trash from parking lot		Complete
Pursley & Bullard	remove dumped tires from ditch line		Complete
Meridiana bridge	remove trash on side of bridge		Complete
Iowa Colony & Bullard north bound	remove dumped trash in right away		Complete
Cedar Rapids & Hwy 288 east bound	remove tree on road (2)		Complete
Cedar Rapids & Hwy 288 west bound	remove tree on road (2)		Complete
CR 62 & City limit sign east bound	remove dumped trash bag		Complete
Cedar Rapids (in front of gun range)	remove tree on road		Complete
Ruth & Cedar Rapids south bound	remove tree on road		Complete
Iowa Colony City	survey streets for falling trees		Complete
Cedar Rapids & Hwy 288 east bound	remove dumped trash bag		Complete
Street SIGNAGE	Description		Complete
Meridiana & Iowa Colony east side (inside sub nose)	straighten pole w/ lighted stop sign		Complete
Ames & Davenport (north bound)	straighten pole w/ stop sign		Complete
Ames & Davenport (north bound)	remove broken pole w/ stop sign		Complete
Ames & Davenport (north bound)	install pole w/ stop sign		Complete
Davenport & Ames (south bound)	stop sign missing street names		in progress
Meridiana & Hwy 288 bridge (eastside)	place temporary stop signs @ intersection		Complete
Meridiana & Hwy 288 bridge (eastside)	remove temporary stop signs @ intersection		Complete
Hwy 288 & Iowa Colony south bound	informed TX-DOT / stop sign down		Complete
Whitman & Joyce	replace stop sign		Complete
Whitman & Twain Ct	missing pole w/ stop sign		in progress
Discovery & Delta	turn stop sign & street name		Complete
Davenport & Vista View	turn school speed zone sign		Complete
Davenport & Vista View	flashing school zone light pole leaning		in progress
Whitman & Twain Ct	install pole w/ stop sign		Complete
Davenport & Discovery	change battery port on flashing school zone lights		Complete
Sterling Lake Dr west & Ames	replace computer for flashing school zone lights		Complete
MOWING/TREE TRIMMING	Description		Complete
Public Works building	mow right away, ditch line, property & weed eat		Complete
Iowa Colony & Dubuque to Iowa Colony to CR 62	mow right away / ditch line		Complete
Public Works building	trim trees		Complete
Dubuque & Iowa Colony to Dubuque & Magnolia Bend Dr	mow right away, ditch line, & weed eat		Complete
Louisiana & Hwy 6 to Louisiana & Des Moines ct	mow right away / trim trees		Complete
Louisiana & Des Moines ct	report unoccupied vehicle in right away to code enforcement		Complete

Iowa Colony & Oak south bound 200ft	mow right away / trim trees		Complete
Meridiana & Hwy 288 bridge	mow embankment north & south side of bridge		Complete
Meridiana & Hwy 288 bridge	mow Hwy 288 north off ramp right away		Complete
Meridiana & Hwy 288 bridge	mow Hwy 288 north on ramp right away		Complete
Meridiana & Hwy 288 bridge	mow Hwy 288 south on ramp right away		Complete
Meridiana & Hwy 288 bridge	spray weed killer on sidewalk / north & south side		Complete
Davenport & Iowa Colony north bound	mow right away, ditch line / weed eat		Complete
Iowa Colony & Magnolia Bend south bound	mow ditch line		Complete
Davenport & Iowa Colony to Danenport & Hwy 288	mow right away, ditch line / weed eat		Complete
Dubuque & Iowa Colony to Dubuque & Pursley	mow right away & ditch line		Complete
Magnolia Bend & Pursley	trim trees		Complete
Pursley & Dubuque to Pursley & Brister	mow ditch line		Complete
Pursley & Brister to Brister & Iowa Colony	mow right away / ditch line		Complete
Pursley & Brister to Brister & Iowa Colony	trim trees		Complete
Iowa Colony & Dubuque to Iowa Colony & Davenport	mow right away / ditch line		Complete
Iowa Colony & Davenport (south bound)	trim trees		Complete
Davenport & Iowa Colony to Davenport & Pursley	mow right away / ditch line		Complete
Davenport & Iowa Colony to Davenport & Pursley	trim trees		Complete
Pursley & Davenport to Pursley & Dubuque	mow right away / ditch line		Complete
Iowa Colony & Cedra Rapids to Iowa Colony & CR 78	mow right away / ditch line		Complete
Cactus Ln & Iowa Colony to Cactus Ln dead end	mow ditch line		Complete
Pursley & Cedar Rapids to Pursley & CR 380	mow ditch line		Complete
Pursley & CR 380 to CR 380 dead end	mow ditch line		Complete
Pursley & CR 380	trim trees		Complete
CR 79 & Cedar Rapids to CR 79 & CR 78	mow ditch line		Complete
CR 78 & CR 79 to CR 78 & Iowa colony	mow ditch line		Complete
CR 79 & CR 78	trim trees		Complete
CR 62 & Ames to CR 62 dead end	mow right away / ditch line		Complete
CR 62 & Ames to CR 62 dead end	trim trees		Complete
Ames & CR 53 (water tower)	weedeat grass / spray weed killer		Complete
City Hall Building	mow / weedeat property		Complete
CR 79 & CR 78 to CR 79 & Bullard	mow ditch line		Complete
Bullard & Hwy 288 to Bullard & Pursley	mow ditch line		Complete
Pursley & CR 380 to Pursley & Bullard	mow ditch line		Complete
STREET REPAIRS	Description		Complete
Pursley & Dubuque to Pursley & Brister	street pot holes		in progress
Iowa Colony & Dubuque to Iowa Colony & CR 62	street pot holes		in progress
Cedar Rapids & Hwy 288 to Cedar Rapids & Karsten	street pot holes		in progress
Iowa Colony & Hwy 288 to Iowa Colony & Oak	street pot holes		in progress
CR 62 & Haye Creek Rd	street pot holes		in progress
Ames & CR 62	informed code enforcement / water truck in culvert ditch		complete
Ames & CR 62	traffic control / water truck stuck in culvert ditch		complete
CR 382 & Ames to Ames & CR 62	fill street potholes		complete
CR 62 & Ames eastbound	fill street potholes		complete
Iowa Colony & Hwy 288 to Iowa Colony & Oak	fill street potholes		complete
Iowa Colony & Dubuque south bound	fill street potholes		complete
Brister & Pursley to Pursley & Dubuque	fill street potholes		complete
Dubuque & Pursley south bound	fill street potholes		complete
CR 62 & Ames to Ames & CR 382	fill street potholes		complete
3414 Whitman Dr	survey damage sidewalk		complete
Whitman Dr & Faulkner Trl to Whitman DR & Joyce Dr	survey damage sidewalk		complete
Whitman & Twain Ct	survey damage sidewalk		complete
Faulkner Trl & Austen Ct	survey damage sidewalk		complete
Humboldt Trail & Car son Ln	survey damage sidewalk		complete
Iowa Colony & Oak west bound	fill street potholes		complete

Ditch Drainage issue	Description	Complete
Parks	Description	Complete
City Park	collect trash bags (9)	Complete
City Park	tighten volleyball net	Complete
City Park	volleyball poles are bent inward	Complete
City Park	collect trash bags (6)	Complete
City Park	notify animal control of wasp @ baseball field	complete
City Park	collect trash bags	Complete
City Park	collect trash bags (7)	Complete
Miscellaneous Works	Description	Complete
Public Works building	assist 3rd party w/ loading tractor on trailer	Complete
Public Works building	wash, clean inside all public works pickup trucks	Complete
City Hall building	meet 3rd party contractor for a/c units	Complete
Public Works building	change blades on zero-turn / replace covers	Complete
Public Works building	label barricades (2)	Complete
City Hall building	straighten trees @ front entrance of building (4)	Complete
City Hall building	straighten trees eastside of building (4)	Complete
City Hall building	remove dead trees eastside of building (2)	Complete
City Hall building	assemble tables / relocate chairs for meet & greet	Complete
Public Works building	collect Public Works barricade from City Hall	Complete
City Hall building	disassemble tables / relocate chairs for council dais	Complete
City Hall building	hard reset 1st a/c on top of building	Complete
Visalia Villa & Crystal View	assist animal control w / dead cat on road	Complete
Ames & Harper	assist animal control w / dead dog in right away	Complete
Meridiana & Ames	assist animal control w/ dead possum on road	Complete
Davenport bridge (south eastside of stadium)	report dead possum to animal control	Complete
Public Works building	collect materials from Home Depot	Complete
City Hall building	worked on Chief's / Investigator / EOC / Council Chambers office lights	Complete
Public Works building	install new kitchen faucet	Complete
Public Works building	reorganize / clean garage	Complete
Public Works building	mark barricades / cones with Iowa Colony letters	Complete
Public Works building	collect materials from Home Depot	Complete
Public Works building	demolish equipment cage	Complete
Public Works building	build new equipment cage	Complete

M E M O R A N D I U M

Date: November 17, 2025

To: Mayor Wil Kennedy
City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – November 2025 Engineer’s Report

cc: Kayleen Rosser, Natasha Brooks

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Overpass is substantially complete.
 - Staff will be working with TxDOT on landscape improvements.
2. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Complete. Action item on agenda for acceptance.
3. Capital Improvement Projects
 - 2021 Waterline Extension - ARPA
 - i. Complete. Action item on agenda for acceptance.
 - 2023 Ames Blvd Extension
 - i. Consultant is currently finalizing agreement with land owner.
 - ii. Currently under design at 90%, pending ROW acquisition.
 - NW WWTP 0.75 MGD
 - i. Construction Documents approximately 70% 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 – 65% complete
 - B. *STERLING LAKES – STARWOOD*
 - 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 - STARWOOD*
 - Active construction projects
 - D. *SIERRA VISTA WEST - STARWOOD*
 - 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 – 75% utilities completed, Paving 70% Complete.

E. STERLING LAKES NORTH - STARWOOD

- Active construction projects:
 - Sterling Lakes North Detention – Awaiting punch list items.
 - Karsten Blvd North Phase IV – Complete
 - Sterling Lakes Dr. Extension – Complete
 - 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 – DR HORTON

- Active construction projects
 - BCMUD 87 Detention and Grading Phase 2 – Awaiting Punch list items
 - 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 – 80% complete
 - Caldwell Ranch Crossing Detention Ph IIB – Awaiting Final Walk.
 - Caldwell Crossing Section 3 – On agenda for acceptance into OYMP
 - Caldwell Crossing Section 4 – Awaiting closeout and punch list completion.

G. CALDWELL LAKES – DR HORTON

- 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 – 75% utilities Complete
 - BCMUD 87 Detention and Mass Grading Ph IV - 50% Complete.
 - BCMUD 87 Remote Water Well 5% Complete.

H. CREEKHAVEN – MUD 92 - STARWOOD

- 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- 60% complete.
 - BCMUD 92 Offsite lift station. – 85% complete.
 - Creekhaven Mass Grading Phase II – 65% complete.
 - Creekhaven Section 4 - Utilities 15% complete.
 - Creekhaven Boulevard Phase II - Utilities 15% complete.

I. ELLWOOD – BEAZER HOMES

- Ellwood Offsite Force main and Water Line- Awaiting closeout documents.
- BCMUD 57 Lift Station No. 3 – 70% complete.
- Ellwood Water Supply and Storage Closet- 65% complete.
- Ellwood Section 1B- Awaiting closeout documents
- Ellwood Detention and Mass Grading Phase II – 20%complete.
- Ellwood Karsten Boulevard Bridge – 5% complete.

J. OTHER CONSTRUCTION PROJECTS

- Prose Sierra Vista – Awaiting punchlist.

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Financial Statement
As of October 31, 2025

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	48,559.04	0.00	48,559.04	48,559.04	0.00	0.00%	(48,559.04)
License & Permits	438,143.26	0.00	438,143.26	438,143.26	0.00	0.00%	(438,143.26)
Business & Franchise	22,424.92	0.00	22,424.92	22,424.92	0.00	0.00%	(22,424.92)
Fines & Forfeitures	37,278.60	0.00	37,278.60	37,278.60	0.00	0.00%	(37,278.60)
Miscellaneous	11,014.84	0.00	11,014.84	11,014.84	0.00	0.00%	(11,014.84)
Revenue Totals	<u>557,420.66</u>	<u>0.00</u>	<u>557,420.66</u>	<u>557,420.66</u>	<u>0.00</u>	<u>0.00%</u>	<u>(557,420.66)</u>
Expense Summary							
Personnel Services	237,373.10	0.00	237,373.10	237,373.10	0.00	0.00%	(237,373.10)
Professional/Contract Services	65,504.99	0.00	65,504.99	65,504.99	0.00	0.00%	(65,504.99)
Materials & Supplies	59,181.58	0.00	59,181.58	59,181.58	0.00	0.00%	(59,181.58)
Services	26,891.13	0.00	26,891.13	26,891.13	0.00	0.00%	(26,891.13)
Expense Totals	<u>388,950.80</u>	<u>0.00</u>	<u>388,950.80</u>	<u>388,950.80</u>	<u>0.00</u>	<u>0.00%</u>	<u>(388,950.80)</u>

City of Iowa Colony
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As of October 31, 2025

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Property Tax							
10-4120 Property Tax	60,576.65	0.00	60,576.65	60,576.65	0.00	0.00%	(60,576.65)
10-4121 Delinquent Property Tax	(12,017.61)	0.00	(12,017.61)	(12,017.61)	0.00	0.00%	12,017.61
Property Tax Totals	<u>48,559.04</u>	<u>0.00</u>	<u>48,559.04</u>	<u>48,559.04</u>	<u>0.00</u>	<u>0.00%</u>	<u>(48,559.04)</u>
License & Permits							
10-4201 Building Construction Permits	127,732.62	0.00	127,732.62	127,732.62	0.00	0.00%	(127,732.62)
10-4202 Trade Fees	32,302.97	0.00	32,302.97	32,302.97	0.00	0.00%	(32,302.97)
10-4203 Reinspection Fees	12,950.00	0.00	12,950.00	12,950.00	0.00	0.00%	(12,950.00)
10-4204 Signs	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
10-4206 Dirt Work Permits	4,750.00	0.00	4,750.00	4,750.00	0.00	0.00%	(4,750.00)
10-4210 Culvert Permit	300.00	0.00	300.00	300.00	0.00	0.00%	(300.00)
10-4211 Commercial Vehicle Permit	600.00	0.00	600.00	600.00	0.00	0.00%	(600.00)
10-4212 Park Use Permit	50.00	0.00	50.00	50.00	0.00	0.00%	(50.00)
10-4213 Mobile Food Unit Permit	250.00	0.00	250.00	250.00	0.00	0.00%	(250.00)
10-4302 Final Plat Fees	17,410.00	0.00	17,410.00	17,410.00	0.00	0.00%	(17,410.00)
10-4305 Admin Fee - Early Plat Recording	42,947.81	0.00	42,947.81	42,947.81	0.00	0.00%	(42,947.81)
10-4401 Infrastructure Plan Review Fee	19,079.27	0.00	19,079.27	19,079.27	0.00	0.00%	(19,079.27)
10-4403 Civil Site Plan Review Fee	179,570.59	0.00	179,570.59	179,570.59	0.00	0.00%	(179,570.59)
License & Permits Totals	<u>438,143.26</u>	<u>0.00</u>	<u>438,143.26</u>	<u>438,143.26</u>	<u>0.00</u>	<u>0.00%</u>	<u>(438,143.26)</u>
Business & Franchise							
10-4601 Franchise Tax - Electric	22,424.92	0.00	22,424.92	22,424.92	0.00	0.00%	(22,424.92)
Business & Franchise Totals	<u>22,424.92</u>	<u>0.00</u>	<u>22,424.92</u>	<u>22,424.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(22,424.92)</u>
Fines & Forfeitures							
10-4701 Citations/Warrants	8,530.20	0.00	8,530.20	8,530.20	0.00	0.00%	(8,530.20)
10-4703 Municipal Jury Funds	19.96	0.00	19.96	19.96	0.00	0.00%	(19.96)

City of Iowa Colony
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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4705 Time Payment Reimbursement	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-4709 Court Costs	28,668.44	0.00	28,668.44	28,668.44	0.00	0.00%	(28,668.44)
Fines & Forfeitures Totals	37,278.60	0.00	37,278.60	37,278.60	0.00	0.00%	(37,278.60)
Miscellaneous							
10-4910 Interest Income	9,814.84	0.00	9,814.84	9,814.84	0.00	0.00%	(9,814.84)
10-4911 Other Revenue	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00%	(1,000.00)
10-4912 Donations/Sponsorships	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
Miscellaneous Totals	11,014.84	0.00	11,014.84	11,014.84	0.00	0.00%	(11,014.84)
Revenue Totals	557,420.66	0.00	557,420.66	557,420.66	0.00	0.00%	(557,420.66)

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	13,313.07	0.00	13,313.07	13,313.07	0.00	0.00%	(13,313.07)
Personnel Services	41,019.60	0.00	41,019.60	41,019.60	0.00	0.00%	(41,019.60)
Professional/Contract Services	59,748.49	0.00	59,748.49	59,748.49	0.00	0.00%	(59,748.49)
Services	15,315.13	0.00	15,315.13	15,315.13	0.00	0.00%	(15,315.13)
Administration Totals	<u>129,396.29</u>	<u>0.00</u>	<u>129,396.29</u>	<u>129,396.29</u>	<u>0.00</u>	<u>0.00%</u>	<u>(129,396.29)</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	7,320.83	0.00	7,320.83	7,320.83	0.00	0.00%	(7,320.83)
Personnel Services	12,556.06	0.00	12,556.06	12,556.06	0.00	0.00%	(12,556.06)
Finance Totals	<u>19,876.89</u>	<u>0.00</u>	<u>19,876.89</u>	<u>19,876.89</u>	<u>0.00</u>	<u>0.00%</u>	<u>(19,876.89)</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	21,294.72	0.00	21,294.72	21,294.72	0.00	0.00%	(21,294.72)
Personnel Services	136,357.12	0.00	136,357.12	136,357.12	0.00	0.00%	(136,357.12)
Professional/Contract Services	200.00	0.00	200.00	200.00	0.00	0.00%	(200.00)
Services	10,450.25	0.00	10,450.25	10,450.25	0.00	0.00%	(10,450.25)
Police Totals	<u>168,302.09</u>	<u>0.00</u>	<u>168,302.09</u>	<u>168,302.09</u>	<u>0.00</u>	<u>0.00%</u>	<u>(168,302.09)</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	53.89	0.00	53.89	53.89	0.00	0.00%	(53.89)
Personnel Services	6,986.24	0.00	6,986.24	6,986.24	0.00	0.00%	(6,986.24)

Services	187.50	0.00	187.50	187.50	0.00	0.00%	(187.50)
Animal Control Totals	<u>7,227.63</u>	<u>0.00</u>	<u>7,227.63</u>	<u>7,227.63</u>	<u>0.00</u>	<u>0.00%</u>	<u>(7,227.63)</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	469.11	0.00	469.11	469.11	0.00	0.00%	(469.11)
Personnel Services	10,100.38	0.00	10,100.38	10,100.38	0.00	0.00%	(10,100.38)
Professional/Contract Services	3,562.50	0.00	3,562.50	3,562.50	0.00	0.00%	(3,562.50)
Municipal Court Totals	<u>14,131.99</u>	<u>0.00</u>	<u>14,131.99</u>	<u>14,131.99</u>	<u>0.00</u>	<u>0.00%</u>	<u>(14,131.99)</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	1,592.88	0.00	1,592.88	1,592.88	0.00	0.00%	(1,592.88)
Personnel Services	16,231.23	0.00	16,231.23	16,231.23	0.00	0.00%	(16,231.23)
Professional/Contract Services	825.00	0.00	825.00	825.00	0.00	0.00%	(825.00)
Services	445.50	0.00	445.50	445.50	0.00	0.00%	(445.50)
Public Works Totals	<u>19,094.61</u>	<u>0.00</u>	<u>19,094.61</u>	<u>19,094.61</u>	<u>0.00</u>	<u>0.00%</u>	<u>(19,094.61)</u>

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Professional/Contract Services	495.00	0.00	495.00	495.00	0.00	0.00%	(495.00)
Parks & Recreation Totals	<u>495.00</u>	<u>0.00</u>	<u>495.00</u>	<u>495.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>(495.00)</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	14,977.08	0.00	14,977.08	14,977.08	0.00	0.00%	(14,977.08)

Personnel Services	4,839.66	0.00	4,839.66	4,839.66	0.00	0.00%	(4,839.66)
Professional/Contract Services	120.00	0.00	120.00	120.00	0.00	0.00%	(120.00)
Community Development Totals	<u>19,936.74</u>	<u>0.00</u>	<u>19,936.74</u>	<u>19,936.74</u>	<u>0.00</u>	<u>0.00%</u>	<u>(19,936.74)</u>

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	160.00	0.00	160.00	160.00	0.00	0.00%	(160.00)
Personnel Services	9,282.81	0.00	9,282.81	9,282.81	0.00	0.00%	(9,282.81)
Professional/Contract Services	554.00	0.00	554.00	554.00	0.00	0.00%	(554.00)
Services	492.75	0.00	492.75	492.75	0.00	0.00%	(492.75)
Fire Marshal/Building Official Totals	<u>10,489.56</u>	<u>0.00</u>	<u>10,489.56</u>	<u>10,489.56</u>	<u>0.00</u>	<u>0.00%</u>	<u>(10,489.56)</u>
Expense Total	<u>388,950.80</u>	<u>0.00</u>	<u>388,950.80</u>	<u>388,950.80</u>	<u>0.00</u>	<u>0.00%</u>	<u>(388,950.80)</u>

City of Iowa Colony
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11/13/2025 2: Item 9.

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	29,557.95	0.00	29,557.95	29,557.95	0.00	0.00%	(29,557.95)
10-10-5106 Social Security/Medicare	2,693.84	0.00	2,693.84	2,693.84	0.00	0.00%	(2,693.84)
10-10-5107 TMRS	4,654.89	0.00	4,654.89	4,654.89	0.00	0.00%	(4,654.89)
10-10-5108 Health & Life Insurance	3,729.15	0.00	3,729.15	3,729.15	0.00	0.00%	(3,729.15)
10-10-5109 Worker's Comp	175.39	0.00	175.39	175.39	0.00	0.00%	(175.39)
10-10-5110 Texas Workforce Commission	14.54	0.00	14.54	14.54	0.00	0.00%	(14.54)
10-10-5111 Vehicle Allowance	193.84	0.00	193.84	193.84	0.00	0.00%	(193.84)
10-10-5206 Professional Services	32,847.50	0.00	32,847.50	32,847.50	0.00	0.00%	(32,847.50)
10-10-5213 Legal Notices Expense	161.50	0.00	161.50	161.50	0.00	0.00%	(161.50)
10-10-5215 BCAD Fee	11,554.25	0.00	11,554.25	11,554.25	0.00	0.00%	(11,554.25)
10-10-5217 Professional Cleaning Services	2,750.00	0.00	2,750.00	2,750.00	0.00	0.00%	(2,750.00)
10-10-5223 Training & Travel	4,556.14	0.00	4,556.14	4,556.14	0.00	0.00%	(4,556.14)
10-10-5224 Dues & Subscriptions	7,435.75	0.00	7,435.75	7,435.75	0.00	0.00%	(7,435.75)
10-10-5225 Seminars & Meetings	443.35	0.00	443.35	443.35	0.00	0.00%	(443.35)
10-10-5301 Office Supplies	150.18	0.00	150.18	150.18	0.00	0.00%	(150.18)
10-10-5310 Postage	(186.09)	0.00	(186.09)	(186.09)	0.00	0.00%	186.09
10-10-5311 Building Repairs &	4,169.36	0.00	4,169.36	4,169.36	0.00	0.00%	(4,169.36)
10-10-5315 Computer Software/License	8,644.57	0.00	8,644.57	8,644.57	0.00	0.00%	(8,644.57)
10-10-5317 Equipment & Other Rentals	535.05	0.00	535.05	535.05	0.00	0.00%	(535.05)
10-10-5403 Utilities - Telephone	1,786.52	0.00	1,786.52	1,786.52	0.00	0.00%	(1,786.52)
10-10-5405 Insurance - Liability & Prop	13,458.75	0.00	13,458.75	13,458.75	0.00	0.00%	(13,458.75)
10-10-5412 Utilities - Gas	69.86	0.00	69.86	69.86	0.00	0.00%	(69.86)
Administration Totals	129,396.29	0.00	129,396.29	129,396.29	0.00	0.00%	(129,396.29)

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10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	7,788.64	0.00	7,788.64	7,788.64	0.00	0.00%	(7,788.64)
10-15-5104 Salaries - Overtime	417.56	0.00	417.56	417.56	0.00	0.00%	(417.56)
10-15-5106 Social Security/Medicare	914.93	0.00	914.93	914.93	0.00	0.00%	(914.93)
10-15-5107 TMRS	1,336.46	0.00	1,336.46	1,336.46	0.00	0.00%	(1,336.46)
10-15-5108 Health & Life Insurance	1,979.71	0.00	1,979.71	1,979.71	0.00	0.00%	(1,979.71)
10-15-5109 Worker's Comp	86.45	0.00	86.45	86.45	0.00	0.00%	(86.45)
10-15-5117 Certificate/Education Pay	32.31	0.00	32.31	32.31	0.00	0.00%	(32.31)
10-15-5310 Postage	112.48	0.00	112.48	112.48	0.00	0.00%	(112.48)
10-15-5315 Computer Software/License	7,154.13	0.00	7,154.13	7,154.13	0.00	0.00%	(7,154.13)
10-15-5317 Equipment & Other Rentals	54.22	0.00	54.22	54.22	0.00	0.00%	(54.22)
Finance Totals	19,876.89	0.00	19,876.89	19,876.89	0.00	0.00%	(19,876.89)

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	74,442.53	0.00	74,442.53	74,442.53	0.00	0.00%	(74,442.53)
10-20-5104 Salaries - Overtime	12,723.22	0.00	12,723.22	12,723.22	0.00	0.00%	(12,723.22)
10-20-5106 Social Security/Medicare	9,031.77	0.00	9,031.77	9,031.77	0.00	0.00%	(9,031.77)
10-20-5107 TMRS	13,675.40	0.00	13,675.40	13,675.40	0.00	0.00%	(13,675.40)
10-20-5108 Health & Life Insurance	18,282.68	0.00	18,282.68	18,282.68	0.00	0.00%	(18,282.68)
10-20-5109 Worker's Comp	6,643.82	0.00	6,643.82	6,643.82	0.00	0.00%	(6,643.82)
10-20-5110 Texas Workforce Commission	71.57	0.00	71.57	71.57	0.00	0.00%	(71.57)
10-20-5117 Certificate Pay	1,486.13	0.00	1,486.13	1,486.13	0.00	0.00%	(1,486.13)
10-20-5223 Training & Travel	165.00	0.00	165.00	165.00	0.00	0.00%	(165.00)
10-20-5224 Dues & Subscriptions	35.00	0.00	35.00	35.00	0.00	0.00%	(35.00)
10-20-5301 Office Supplies	628.37	0.00	628.37	628.37	0.00	0.00%	(628.37)
10-20-5314 Computer & Technology	16,504.00	0.00	16,504.00	16,504.00	0.00	0.00%	(16,504.00)
10-20-5317 Equipment & Other Rentals	3,859.54	0.00	3,859.54	3,859.54	0.00	0.00%	(3,859.54)
10-20-5319 Vehicle Repairs & Maintenance	302.81	0.00	302.81	302.81	0.00	0.00%	(302.81)
10-20-5405 Insurance - Liability & Prop	2,786.75	0.00	2,786.75	2,786.75	0.00	0.00%	(2,786.75)
10-20-5407 Insurance - Vehicles	7,663.50	0.00	7,663.50	7,663.50	0.00	0.00%	(7,663.50)
Police Totals	168,302.09	0.00	168,302.09	168,302.09	0.00	0.00%	(168,302.09)

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10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	4,506.70	0.00	4,506.70	4,506.70	0.00	0.00%	(4,506.70)
10-21-5104 Salaries - Overtime	152.10	0.00	152.10	152.10	0.00	0.00%	(152.10)
10-21-5106 Social Security/Medicare	503.83	0.00	503.83	503.83	0.00	0.00%	(503.83)
10-21-5107 TMRS	724.47	0.00	724.47	724.47	0.00	0.00%	(724.47)
10-21-5108 Health & Life Insurance	285.57	0.00	285.57	285.57	0.00	0.00%	(285.57)
10-21-5109 Worker's Comp	813.57	0.00	813.57	813.57	0.00	0.00%	(813.57)
10-21-5310 Postage	53.89	0.00	53.89	53.89	0.00	0.00%	(53.89)
10-21-5407 Insurance - Vehicles	187.50	0.00	187.50	187.50	0.00	0.00%	(187.50)
Animal Control Totals	7,227.63	0.00	7,227.63	7,227.63	0.00	0.00%	(7,227.63)

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	6,925.28	0.00	6,925.28	6,925.28	0.00	0.00%	(6,925.28)
10-25-5104 Salaries - Overtime	16.57	0.00	16.57	16.57	0.00	0.00%	(16.57)
10-25-5106 Social Security/Medicare	731.97	0.00	731.97	731.97	0.00	0.00%	(731.97)
10-25-5107 TMRS	1,073.38	0.00	1,073.38	1,073.38	0.00	0.00%	(1,073.38)
10-25-5108 Health & Life Insurance	1,230.41	0.00	1,230.41	1,230.41	0.00	0.00%	(1,230.41)
10-25-5117 Certificate Pay	122.77	0.00	122.77	122.77	0.00	0.00%	(122.77)
10-25-5203 Attorney/Prosecutor Fees	3,212.50	0.00	3,212.50	3,212.50	0.00	0.00%	(3,212.50)
10-25-5209 Judge Fees	350.00	0.00	350.00	350.00	0.00	0.00%	(350.00)
10-25-5301 Office Supplies	183.07	0.00	183.07	183.07	0.00	0.00%	(183.07)
10-25-5309 Uniforms	(102.22)	0.00	(102.22)	(102.22)	0.00	0.00%	102.22
10-25-5310 Postage	319.72	0.00	319.72	319.72	0.00	0.00%	(319.72)
10-25-5317 Equipment & Other Rentals	68.54	0.00	68.54	68.54	0.00	0.00%	(68.54)
Municipal Court Totals	14,131.99	0.00	14,131.99	14,131.99	0.00	0.00%	(14,131.99)

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	8,507.44	0.00	8,507.44	8,507.44	0.00	0.00%	(8,507.44)
10-30-5104 Salaries - Overtime	870.64	0.00	870.64	870.64	0.00	0.00%	(870.64)
10-30-5106 Social Security/Medicare	1,016.77	0.00	1,016.77	1,016.77	0.00	0.00%	(1,016.77)
10-30-5107 TMRS	1,495.18	0.00	1,495.18	1,495.18	0.00	0.00%	(1,495.18)
10-30-5108 Health & Life Insurance	3,408.18	0.00	3,408.18	3,408.18	0.00	0.00%	(3,408.18)
10-30-5109 Worker's Comp	900.72	0.00	900.72	900.72	0.00	0.00%	(900.72)
10-30-5117 Certificate Pay	32.30	0.00	32.30	32.30	0.00	0.00%	(32.30)
10-30-5217 Professional Cleaning Services	825.00	0.00	825.00	825.00	0.00	0.00%	(825.00)
10-30-5301 Office Supplies	45.97	0.00	45.97	45.97	0.00	0.00%	(45.97)
10-30-5317 Equipment & Other Rentals	28.50	0.00	28.50	28.50	0.00	0.00%	(28.50)
10-30-5319 Vehicle Repairs & Maintenance	1,501.43	0.00	1,501.43	1,501.43	0.00	0.00%	(1,501.43)
10-30-5328 Small Tools & Minor	16.98	0.00	16.98	16.98	0.00	0.00%	(16.98)
10-30-5407 Insurance - Vehicles	445.50	0.00	445.50	445.50	0.00	0.00%	(445.50)
Public Works Totals	19,094.61	0.00	19,094.61	19,094.61	0.00	0.00%	(19,094.61)

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5217 Professional Cleaning Services	495.00	0.00	495.00	495.00	0.00	0.00%	(495.00)
Parks & Recreation Totals	495.00	0.00	495.00	495.00	0.00	0.00%	(495.00)

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10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	2,944.96	0.00	2,944.96	2,944.96	0.00	0.00%	(2,944.96)
10-35-5106 Social Security/Medicare	313.22	0.00	313.22	313.22	0.00	0.00%	(313.22)
10-35-5107 TMRS	459.85	0.00	459.85	459.85	0.00	0.00%	(459.85)
10-35-5108 Health & Life Insurance	1,035.18	0.00	1,035.18	1,035.18	0.00	0.00%	(1,035.18)
10-35-5109 Worker's Comp	86.45	0.00	86.45	86.45	0.00	0.00%	(86.45)
10-35-5206 Professional Services	120.00	0.00	120.00	120.00	0.00	0.00%	(120.00)
10-35-5301 Office Supplies	82.42	0.00	82.42	82.42	0.00	0.00%	(82.42)
10-35-5315 Computer Software/License	14,850.00	0.00	14,850.00	14,850.00	0.00	0.00%	(14,850.00)
10-35-5317 Equipment & Other Rentals	44.66	0.00	44.66	44.66	0.00	0.00%	(44.66)
Community Development Totals	19,936.74	0.00	19,936.74	19,936.74	0.00	0.00%	(19,936.74)

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	5,848.80	0.00	5,848.80	5,848.80	0.00	0.00%	(5,848.80)
10-36-5106 Social Security/Medicare	624.40	0.00	624.40	624.40	0.00	0.00%	(624.40)
10-36-5107 TMRS	916.21	0.00	916.21	916.21	0.00	0.00%	(916.21)
10-36-5108 Health & Life Insurance	1,015.73	0.00	1,015.73	1,015.73	0.00	0.00%	(1,015.73)
10-36-5109 Worker's Comp	877.67	0.00	877.67	877.67	0.00	0.00%	(877.67)
10-36-5223 Training & Travel	554.00	0.00	554.00	554.00	0.00	0.00%	(554.00)
10-36-5309 Uniforms	160.00	0.00	160.00	160.00	0.00	0.00%	(160.00)
10-36-5407 Insurance - Vehicles	492.75	0.00	492.75	492.75	0.00	0.00%	(492.75)
Fire Marshal/Building Official Totals	10,489.56	0.00	10,489.56	10,489.56	0.00	0.00%	(10,489.56)
Expense Totals	388,950.80	0.00	388,950.80	388,950.80	0.00	0.00%	(388,950.80)

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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	17,200.63	0.00	17,200.63	17,200.63	0.00	0.00%	(17,200.63)
Revenue Totals	17,200.63	0.00	17,200.63	17,200.63	0.00	0.00%	(17,200.63)

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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
12-4938 Interest Income - Investments	17,200.63	0.00	17,200.63	17,200.63	0.00	0.00%	(17,200.63)
Miscellaneous Totals	17,200.63	0.00	17,200.63	17,200.63	0.00	0.00%	(17,200.63)
Revenue Totals	17,200.63	0.00	17,200.63	17,200.63	0.00	0.00%	(17,200.63)

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,646.41	0.00	1,646.41	1,646.41	0.00	0.00%	(1,646.41)
Revenue Totals	<u>1,646.41</u>	<u>0.00</u>	<u>1,646.41</u>	<u>1,646.41</u>	<u>0.00</u>	<u>0.00%</u>	<u>(1,646.41)</u>
Expense Summary							
Personnel Services	5,821.52	0.00	5,821.52	5,821.52	0.00	0.00%	(5,821.52)
Professional/Contract Services	7,503.13	0.00	7,503.13	7,503.13	0.00	0.00%	(7,503.13)
Materials & Supplies	25,152.78	0.00	25,152.78	25,152.78	0.00	0.00%	(25,152.78)
Expense Totals	<u>38,477.43</u>	<u>0.00</u>	<u>38,477.43</u>	<u>38,477.43</u>	<u>0.00</u>	<u>0.00%</u>	<u>(38,477.43)</u>

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
20-4910 Interest Income	1,646.41	0.00	1,646.41	1,646.41	0.00	0.00%	(1,646.41)
Miscellaneous Totals	1,646.41	0.00	1,646.41	1,646.41	0.00	0.00%	(1,646.41)
Revenue Totals	1,646.41	0.00	1,646.41	1,646.41	0.00	0.00%	(1,646.41)

20 - Crime Control and Prevention Distr Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	25,152.78	0.00	25,152.78	25,152.78	0.00	0.00%	(25,152.78)
Personnel Services	5,821.52	0.00	5,821.52	5,821.52	0.00	0.00%	(5,821.52)
Professional/Contract Services	7,503.13	0.00	7,503.13	7,503.13	0.00	0.00%	(7,503.13)
Police Totals	38,477.43	0.00	38,477.43	38,477.43	0.00	0.00%	(38,477.43)
Expense Total	38,477.43	0.00	38,477.43	38,477.43	0.00	0.00%	(38,477.43)

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5101 Salaries - Full Time	3,334.47	0.00	3,334.47	3,334.47	0.00	0.00%	(3,334.47)
20-20-5104 Salaries - Overtime	359.96	0.00	359.96	359.96	0.00	0.00%	(359.96)
20-20-5106 Social Security/Medicare	604.88	0.00	604.88	604.88	0.00	0.00%	(604.88)
20-20-5107 TMRS	669.61	0.00	669.61	669.61	0.00	0.00%	(669.61)
20-20-5108 Health & Life Insurance	626.00	0.00	626.00	626.00	0.00	0.00%	(626.00)
20-20-5109 Worker's Comp	129.68	0.00	129.68	129.68	0.00	0.00%	(129.68)
20-20-5117 Certificate Pay	96.92	0.00	96.92	96.92	0.00	0.00%	(96.92)
20-20-5206 Professional Services	5,560.00	0.00	5,560.00	5,560.00	0.00	0.00%	(5,560.00)
20-20-5223 Training & Travel	1,943.13	0.00	1,943.13	1,943.13	0.00	0.00%	(1,943.13)
20-20-5315 Computer Software/License	25,152.78	0.00	25,152.78	25,152.78	0.00	0.00%	(25,152.78)
Police Totals	38,477.43	0.00	38,477.43	38,477.43	0.00	0.00%	(38,477.43)
Expense Totals	38,477.43	0.00	38,477.43	38,477.43	0.00	0.00%	(38,477.43)

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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Debt Service	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)
Expense Totals	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)
Adminstration Totals	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)
Expense Total	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)

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30 - Capital Improvements Plan Fund (Adminstration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5513 Interest on Debt	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)
Adminstration Totals	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)
Expense Totals	314,874.00	0.00	314,874.00	314,874.00	0.00	0.00%	(314,874.00)

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37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
License & Permits	43,586.00	0.00	43,586.00	43,586.00	0.00	0.00%	(43,586.00)
Revenue Totals	43,586.00	0.00	43,586.00	43,586.00	0.00	0.00%	(43,586.00)

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37 - Parkland Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
37-4808 Regional Parkland Revenue	43,586.00	0.00	43,586.00	43,586.00	0.00	0.00%	(43,586.00)
License & Permits Totals	43,586.00	0.00	43,586.00	43,586.00	0.00	0.00%	(43,586.00)
Revenue Totals	43,586.00	0.00	43,586.00	43,586.00	0.00	0.00%	(43,586.00)

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	196.09	0.00	196.09	196.09	0.00	0.00%	(196.09)
Revenue Totals	196.09	0.00	196.09	196.09	0.00	0.00%	(196.09)

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	196.09	0.00	196.09	196.09	0.00	0.00%	(196.09)
Fines & Forfeitures Totals	196.09	0.00	196.09	196.09	0.00	0.00%	(196.09)
Revenue Totals	196.09	0.00	196.09	196.09	0.00	0.00%	(196.09)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	234.55	0.00	234.55	234.55	0.00	0.00%	(234.55)
Revenue Totals	234.55	0.00	234.55	234.55	0.00	0.00%	(234.55)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	234.55	0.00	234.55	234.55	0.00	0.00%	(234.55)
Fines & Forfeitures Totals	234.55	0.00	234.55	234.55	0.00	0.00%	(234.55)
Revenue Totals	234.55	0.00	234.55	234.55	0.00	0.00%	(234.55)

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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,256.56	0.00	1,256.56	1,256.56	0.00	0.00%	(1,256.56)
Revenue Totals	1,256.56	0.00	1,256.56	1,256.56	0.00	0.00%	(1,256.56)

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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4910 Interest Income	1,256.56	0.00	1,256.56	1,256.56	0.00	0.00%	(1,256.56)
Miscellaneous Totals	1,256.56	0.00	1,256.56	1,256.56	0.00	0.00%	(1,256.56)
Revenue Totals	1,256.56	0.00	1,256.56	1,256.56	0.00	0.00%	(1,256.56)

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	8,871,347.85	
	10-1004	Petty Cash	300.00	
	10-1006	TexStar CD	2,816,944.96	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,119.00	
	10-1115	Property Tax Receivable - P & I	11,937.00	
	10-1260	Due From Utility Fund	138,289.65	
	Total Assets		<u>12,029,639.42</u>	
				<u><u>12,029,639.42</u></u>

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	46,033.27	
	10-2001	Accounts Payable at Year End	23,341.47	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	1,537.70	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	4,322.26	
	10-2206	Texas Workforce Commission Payable	(2,560.56)	
	10-2207	Health & Life Insurance Payable	(5,764.21)	
	10-2208	Child Support Payable	(576.39)	
	10-2300	State Fees	28,527.37	
	10-2301	Collections	263.10	
	10-2304	Credit Card Fee	968.63	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	42,056.00	
	10-2500	American Rescue Plan Fund	1,284.00	
	10-2501	Baseball Field Reserve	17,123.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2550	Early Plat - Creekhaven Sec 1	1,965,546.29	
	10-2602	Due to Retainer Fund	797,940.00	
	10-2603	Due to Crime Prevention	(3,993.13)	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities		4,859,432.30	
Fund Balance				
	10-3000	Fund Balance	5,376,737.26	
	10-3002	Fund Balance Assigned	1,625,000.00	
	Total Fund Balance		7,001,737.26	

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
		Total Revenue	557,420.66	
		Total Expenses	388,950.80	
		Current Year Increase (Decrease)	168,469.86	
		Fund Balance Total	7,001,737.26	
		Current Year Increase (Decrease)	168,469.86	
		Total Fund Balance/Equity	7,170,207.12	
Total Liabilities & Fund Balance				12,029,639.42

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(130,618.50)	
	11-1002	Retainer Account	546,450.04	
	11-1015	Ames Blvd Ret - TX Class	1,632,339.34	
	Total Assets		<u>2,048,170.88</u>	
				<u><u>2,048,170.88</u></u>

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2010	Accounts Payable	3,325.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	5,208.63	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(47,206.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	207.50	
	11-2513	Sierra Vista - Land Tejas	1,048.10	
	11-2514	Sierra Vista West - Land Tejas	21,609.33	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	1,812.88	
	11-2536	Rally 288 West PUD	22,721.83	
	11-2537	Southern Star PUD	5,686.21	
	11-2538	PUD Hines Investments	7,745.00	
	11-2539	SVW Entertainment Dist PUD	6,689.56	
	11-2541	Extension of Ames Blvd Project	1,442,867.50	
	11-2545	Crystal Center Entertainment District	12,238.26	
	11-2546	Maple Farms Tract - Special District	829.72	
	11-2547	PUD - Caldwell, Active Adult Community	7,075.00	
	11-2549	PUD - Sunset Prairie: Majestic Developers	6,355.00	
	11-2553	PUD - Coogan Tract	25,472.80	
	Total Liabilities		1,914,377.55	
Fund Balance				
	11-3000	Fund Balance	127,876.58	
	Total Fund Balance		127,876.58	

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
		Total Revenue	5,915.76	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	5,916.75	
		Fund Balance Total	127,876.58	
		Current Year Increase (Decrease)	5,916.75	
		Total Fund Balance/Equity	133,793.33	
Total Liabilities & Fund Balance				2,048,170.88

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(5,653,343.28)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	4,746,178.09	
			<hr/>	
	Total Assets		700,918.97	
				<hr/>
				700,918.97
				<hr/>

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
	Total Liabilities		<u>473,739.73</u>	
Fund Balance				
	12-3000	Fund Balance	209,978.61	
	Total Fund Balance		<u>209,978.61</u>	
		Total Revenue	17,200.63	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	17,200.63	
		Fund Balance Total	209,978.61	
		Current Year Increase (Decrease)	<u>17,200.63</u>	
		Total Fund Balance/Equity	<u>227,179.24</u>	
	Total Liabilities & Fund Balance			<u><u>700,918.97</u></u>

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	174,935.55	
	20-1013	TexStar - Crime Control	472,529.07	
	20-1301	Due from General Fund	(3,993.13)	
	Total Assets		643,471.49	
				643,471.49

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	(55.00)	
	20-2001	Accounts Payble at Year End	(45,290.78)	
	20-2205	TMRS Payable	0.03	
	20-2207	Health & Life Insurance Payable	1,136.48	
	Total Liabilities		(44,209.27)	
Fund Balance				
	20-3000	Fund Balance	724,511.22	
	Total Fund Balance		724,511.22	
		Total Revenue	1,646.41	
		Total Expenses	38,477.43	
		Current Year Increase (Decrease)	(36,830.46)	
		Fund Balance Total	724,511.22	
		Current Year Increase (Decrease)	(36,830.46)	
		Total Fund Balance/Equity	687,680.76	
	Total Liabilities & Fund Balance			643,471.49

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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

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

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	886,388.09	
	30-1114	Property Taxes Receivable	16,704.00	
	30-1115	Property Tax Receivable - P & I	3,729.00	
	Total Assets		906,821.09	
				906,821.09

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	20,433.00	
	Total Liabilities		20,433.00	
Fund Balance				
	30-3000	Fund Balance	1,201,262.09	
	Total Fund Balance		1,201,262.09	
		Total Revenue	0.00	
		Total Expenses	314,874.00	
		Current Year Increase (Decrease)	(314,874.00)	
		Fund Balance Total	1,201,262.09	
		Current Year Increase (Decrease)	(314,874.00)	
		Total Fund Balance/Equity	886,388.09	
	Total Liabilities & Fund Balance			906,821.09

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	(795,818.82)	
	35-1100	Accounts Receivable	5,588.00	
	Total Assets		(790,230.82)	
				(790,230.82)

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Liabilities				
	35-2532	Road Works Fund	99,999.56	
	Total Liabilities		99,999.56	
Fund Balance				
	35-3000	Fund Balance	(890,230.38)	
	Total Fund Balance		(890,230.38)	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	(890,230.38)	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	(890,230.38)	
	Total Liabilities & Fund Balance			(790,230.82)

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	(20,784.97)	
	Total Assets		(20,784.97)	(20,784.97)

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2205	TMRS Payable	0.07	
	36-2206	Texas Workforce Commission Payable	(19.12)	
	36-2207	Health & Life Insurance Payable	300.00	
	Total Liabilities		<u>280.95</u>	
Fund Balance				
	36-3000	Fund Balance	(21,065.92)	
	Total Fund Balance		<u>(21,065.92)</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	(21,065.92)	
		Current Year Increase (Decrease)	<u>0.00</u>	
		Total Fund Balance/Equity	<u>(21,065.92)</u>	
	Total Liabilities & Fund Balance			<u>(20,784.97)</u>

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Assets				
	37-1000	Cash / Due From Consolidated Cash	378,510.00	
	Total Assets		378,510.00	
				378,510.00

City of Iowa Colony
Balance Sheet
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Item 9.

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Fund Balance				
	37-3000	Fund Balance	334,924.00	
	Total Fund Balance		334,924.00	
		Total Revenue	43,586.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	43,586.00	
		Fund Balance Total	334,924.00	
		Current Year Increase (Decrease)	43,586.00	
		Total Fund Balance/Equity	378,510.00	
	Total Liabilities & Fund Balance			378,510.00

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	30,797.30	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		<u>30,718.30</u>	
				<u><u>30,718.30</u></u>

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	30,521.76	
	Total Fund Balance		30,521.76	
		Total Revenue	196.09	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	196.54	
		Fund Balance Total	30,521.76	
		Current Year Increase (Decrease)	196.54	
		Total Fund Balance/Equity	30,718.30	
	Total Liabilities & Fund Balance			30,718.30

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	45,859.63	
	Total Assets		45,859.63	45,859.63

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	45,624.72	
	Total Fund Balance		45,624.72	
		Total Revenue	234.55	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	234.91	
		Fund Balance Total	45,624.72	
		Current Year Increase (Decrease)	234.91	
		Total Fund Balance/Equity	45,859.63	
	Total Liabilities & Fund Balance			45,859.63

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
Assets				
	42-1000	Cash / Due From Consolidated Cash	3,992.10	
	Total Assets		3,992.10	
				3,992.10

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
42 - Consolidated Security and Technology Fund				
Fund Balance				
	42-3000	Fund Balance	2,627.20	
	Total Fund Balance		2,627.20	
		Total Revenue	1,364.90	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,364.90	
		Fund Balance Total	2,627.20	
		Current Year Increase (Decrease)	1,364.90	
		Total Fund Balance/Equity	3,992.10	
	Total Liabilities & Fund Balance			3,992.10

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2411	Coronavirus Unearned Revenue	(0.01)	
	Total Liabilities		(0.01)	
Fund Balance				
	45-3000	Fund Balance	0.01	
	Total Fund Balance		0.01	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.01	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.01	
	Total Liabilities & Fund Balance			0.00

City of Iowa Colony
Balance Sheet
As of October 31, 2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(261,855.67)	
	50-1014	TexStar - Veh Rep Fund	360,641.73	
	Total Assets		98,786.06	
				98,786.06

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	97,529.50	
	Total Fund Balance		97,529.50	
		Total Revenue	1,256.56	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,256.56	
		Fund Balance Total	97,529.50	
		Current Year Increase (Decrease)	1,256.56	
		Total Fund Balance/Equity	98,786.06	
	Total Liabilities & Fund Balance			98,786.06

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Item 9.

Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Assets				
	60-1000	Cash / Due From Consolidated Cash	1,651,935.67	
	60-1016	Central Bank 3666	274,094.05	
	60-1017	Central Bank Sweep Inv Account	1,650,174.73	
	60-1100	Accounts Receivable	110,107.72	
	60-1503	Water Facilities	8,397,707.00	
	60-1504	Wastewater Facilities	13,953,336.00	
	60-1553	Acumulated Dep Water/Sewer	(173,027.00)	
	Total Assets		25,864,328.17	
				25,864,328.17

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
60 - Utility Fund				
Liabilities				
	60-2001	Accounts Payable at Year End	1,225.37	
	60-2100	Water Customer Deposits	416,497.86	
	60-2102	Voluntary Fire Dep Donations	17,696.86	
	60-2210	Garbage Tax Collected Si Env	97,118.53	
	60-2601	Due to General Fund	126,427.65	
	Total Liabilities		658,966.27	
Fund Balance				
	60-3000	Fund Balance	24,546,646.45	
	Total Fund Balance		24,546,646.45	
		Total Revenue	683,242.17	
		Total Expenses	24,526.72	
		Current Year Increase (Decrease)	658,715.45	
		Fund Balance Total	24,546,646.45	
		Current Year Increase (Decrease)	658,715.45	
		Total Fund Balance/Equity	25,205,361.90	
	Total Liabilities & Fund Balance			25,864,328.17

City of Iowa Colony
Balance Sheet
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Item 9.

Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Assets				
	61-1000	Cash / Due From Consolidated Cash	(334,317.91)	
	61-1018	Bank OZK Esc	147,194.95	
	61-1019	Capital One Esc	636.80	
	61-1502	Construction in Progress	5,329,955.00	
	Total Assets		5,143,468.84	
				5,143,468.84

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
61 - Utility Debt F Capital Project				
Liabilities				
	61-2560	Financing Agreement LT	3,321,173.52	
	61-2561	Financing Agreement FS Ph2	2,156,022.07	
	Total Liabilities		<u>5,477,195.59</u>	
Fund Balance				
	61-3000	Fund Balance	<u>(335,253.60)</u>	
	Total Fund Balance		<u>(335,253.60)</u>	
		Total Revenue	1,526.85	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	1,526.85	
		Fund Balance Total	(335,253.60)	
		Current Year Increase (Decrease)	<u>1,526.85</u>	
		Total Fund Balance/Equity	<u>(333,726.75)</u>	
	Total Liabilities & Fund Balance			<u><u>5,143,468.84</u></u>

City of Iowa Colony
Balance Sheet
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Item 9.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	5,486,886.32	
	99-1210	Due From General Fund	(121,262.73)	
	Total Assets		<u>5,365,623.59</u>	
				<u><u>5,365,623.59</u></u>

City of Iowa Colony
Balance Sheet
As of October 31, 2025

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Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	(121,262.73)	
	99-2110	Due To General Fund	12,516,012.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2999	Due To Other Funds	(8,090,825.68)	
	Total Liabilities		<u>5,365,623.59</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	<u>0.00</u>	
		Total Fund Balance/Equity	<u>0.00</u>	
	Total Liabilities & Fund Balance			<u><u>5,365,623.59</u></u>

Technology Department

- **Document Management System Implementation Milestone:**
 - Submitted the comprehensive requirements questionnaire to the vendor, documenting departmental workflows, retention policies, authentication controls, and system integration points. This deliverable now serves as the city's baseline for enterprise content management deployment and records governance alignment.
- **Council Chambers & Emergency Operations Center A/V System Restoration:**
 - Coordinated the full replacement and installation of the Crestron VC4 processor, concluding the audiovisual system outage. Managed all vendor communications, scheduling, and configuration logistics to ensure system readiness ahead of Council meetings.
- **Strengthened Cybersecurity Controls:**
 - Implemented an organization-wide email banner for all external senders, increasing staff awareness of phishing risks. Enhanced Microsoft Defender policies and reinforced reporting procedures to reduce the likelihood of social engineering incidents.
- **Phishing Response and Policy Reinforcement:**
 - Investigated and mitigated a targeted impersonation attempt involving Human Resources staff. Directed procedural corrections requiring written summaries, workflow documentation, and verification steps for financial changes, framing the issue as a training and process refinement opportunity rather than a technical failure.

Technology Department

(Continued)

- **Vendor Evaluation and Governance Improvements:**
 - Facilitated structured vendor reference calls and documented overlapping managed-service scopes between multiple providers. Established procedures for scheduling, comparison, and documentation to improve procurement transparency and efficiency.
- **Human Resources and Recruitment System Optimization:**
 - Resolved website application submission issues and guided Human Resources through proper content revision practices. Introduced lightweight version control measures, rollback protocols, and cross-browser validation standards to increase self-sufficiency and maintain workflow stability.
- **Strategic Procurement and Integration Coordination:**
 - Advanced the city website A.I. integration engagement process by ensuring all legal and fiscal review gates were followed. Clarified vendor compliance requirements and routing procedures to Finance and Legal while aligning planned integrations with future document management connectivity.
- **Operational Continuity and Interdepartmental Support:**
 - Provided on-site assistance during an environmental control system outage affecting meeting spaces and ensured alternate workspace readiness. Supported multiple departments with workflow clarification and continuity planning to maintain normal operations during disruptions.

City of Iowa Colony

Operations Report for the meeting held on November 17th, 2025.

Management Report Summary

1. Maintenance & Repairs:

- **Wastewater Treatment Plant**

- i. WWTP#1 – Pulled blower #1 & #2 to replace bad bearings.
- ii. WWTP #1 – Vactor truck work to clean headworks, aeration basin, & chlorine contact basin.

- **Lift Station**

- i. Sterling Lakes Dr – Replaced bad high- and low-level floats.

- **Water Distribution**

- i. 2511 Rose Gold Dr – Excavation to replace leaking tapline.
- ii. 2830 Amertine Dr – Excavation to replace leaking tapline.
- iii. 7726 Montana Ruby – Excavation to replace leaking tapline.
- iv. 2419 Jasper Breeze Dr – Excavation to replace leaking tapline.
- v. 2507 Ruby Copper Dr - Excavation to replace leaking tapline
- vi. 2818 Sapphire Hills Dr – excavation to set main line valve box to grade.
- vii. In District – 8 Excavations to move meters outside area of a driveway.

- **Water Plant**

- i. WW#1 – Replaced booster pump #4 due to the mechanical seals failing.
- ii. WW#2 – Replaced locked up pump for the polyphosphate feed.

- **Storm Sewer Collection**

- i. 2830 Obsidian Dr – Broke out sidewalk and set manhole to grade.
- ii. 2518 American Ruby – Resealed throat on storm manhole.

- **Sanitary Sewer**

- i. 9423 Ruby Mist Dr – Excavation to replace broken Sanitary Wye.
- ii. 9402 Emerald Lakes Dr – Excavation to replace broken Sanitary Wye.
- iii. 2619 Precious Coral Dr - Excavation to replace broken Sanitary Wye.
- iv. In District – Raised 3 manholes to grade. Replaced concrete and landscaping after repairs were made.

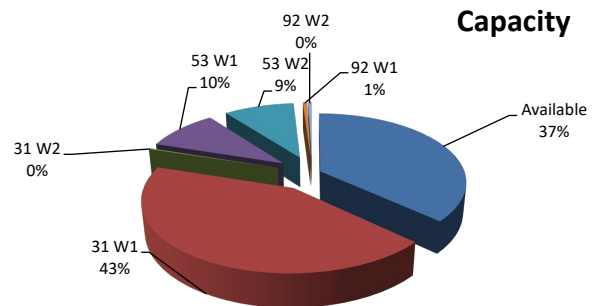
City of Iowa Colony Production Report

Item 11.

OCTOBER 2025 PUMPAGE X 1,000 GALS												
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	B092 Well 1	B092 Well 2	Total	Capacity	Bought	From	Sold	To
1	1,185	0	270	224	34	0	1,713	63.8%	218	BFB3	0	BC87
2	1,059	0	361	200	0	19	1,639	61.0%	188	BFB3	0	BC87
3	1,083	0	252	201	4	27	1,567	58.3%	224	BFB3	0	BC87
4	1,453	0	294	381	0	25	2,153	80.1%	224	BFB3	0	BC87
5	1,103	0	275	147	0	13	1,538	57.2%	225	BFB3	0	BC87
6	1,269	29	193	240	0	25	1,756	65.4%	127	BFB3	0	BC87
7	1,151	0	384	196	0	24	1,755	65.3%	185	BFB3	0	BC87
8	1,225	0	197	384	29	0	1,835	68.3%	147	BFB3	0	BC87
9	1,026	0	249	225	25	0	1,525	56.8%	273	BFB3	0	BC87
10	1,139	0	7	421	28	0	1,595	59.4%	273	BFB3	0	BC87
11	1,318	0	0	536	27	0	1,881	70.0%	273	BFB3	0	BC87
12	1,534	0	373	187	24	0	2,118	78.8%	273	BFB3	0	BC87
13	1,297	48	411	141	23	0	1,920	71.5%	273	BFB3	0	BC87
14	1,188	0	261	264	36	0	1,749	65.1%	226	BFB3	0	BC87
15	1,180	0	263	286	41	0	1,770	65.9%	226	BFB3	0	BC87
16	1,160	0	219	233	39	0	1,651	61.4%	266	BFB3	0	BC87
17	717	0	188	187	0	27	1,119	41.6%	266	BFB3	0	BC87
18	1,531	0	407	299	0	42	2,279	84.8%	266	BFB3	0	BC87
19	1,428	0	357	220	0	43	2,048	76.2%	266	BFB3	0	BC87
20	1,328	49	330	246	0	29	1,982	73.8%	191	BFB3	0	BC87
21	762	0	205	219	0	40	1,226	45.6%	209	BFB3	0	BC87
22	1,624	0	315	158	0	37	2,134	79.4%	160	BFB3	0	BC87
23	663	0	188	236	0	36	1,123	41.8%	161	BFB3	0	BC87
24	1,665	0	290	408	36	0	2,399	89.3%	189	BFB3	0	BC87
25	795	0	287	184	25	0	1,291	48.0%	189	BFB3	0	BC87
26	1,111	0	233	278	13	0	1,635	60.8%	189	BFB3	0	BC87
27	1,356	52	277	226	24	0	1,935	72.0%	136	BFB3	0	BC87
28	955	0	78	209	26	0	1,268	47.2%	201	BFB3	0	BC87
29	876	0	469	142	24	0	1,511	56.2%	140	BFB3	0	BC87
30	879	0	268	260	25	0	1,432	53.3%	278	BFB3	0	BC87
31	830	0	116	174	0	0	1,120	41.7%	207	BFB3	0	BC87
TOTAL:	35,890	178	8,017	7,712	483	387	52,667		6,669		0	

BC31 PERMIT	PERMIT TERM 2/1/25 - 1/31/26	GALLONS PUMPED	PERMIT USED	MONTHS	
325,000	x 1,000 gallons	242,778	75%	3	3
BC53 PERMIT	PERMIT TERM 11/1/24 - 10/31/25	GALLONS PUMPED	PERMIT USED	MONTHS	
210,000	x 1,000 gallons	204,189	97%	0	0
BC92 PERMIT	PERMIT TERM 7/1/25 - 6/30/26	GALLONS PUMPED	PERMIT USED	MONTHS	
2,000	x 1,000 gallons	2,406	120%	8	-1

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
BC92 1			0
BC92 2			0
TOTAL			2,687

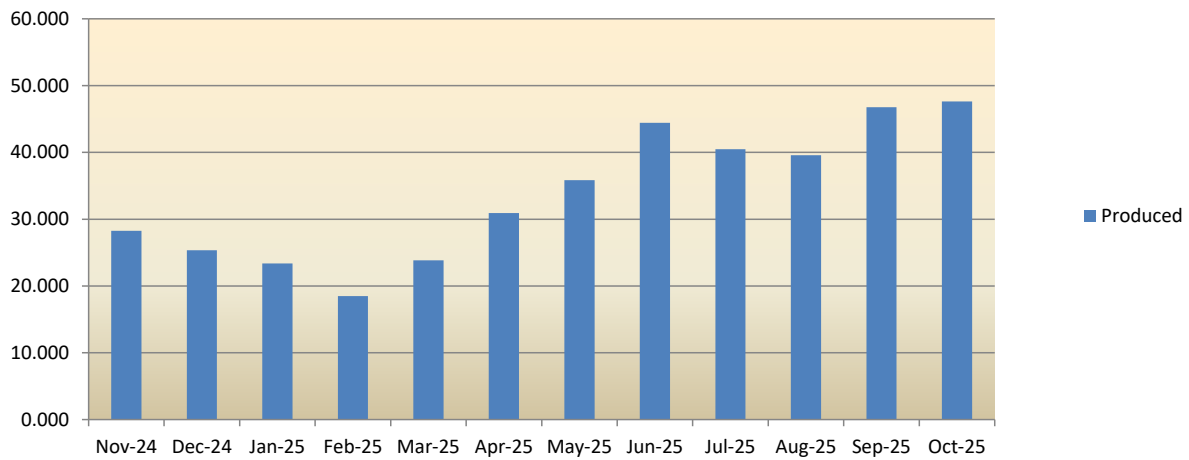


City of Iowa Colony Accountability Report

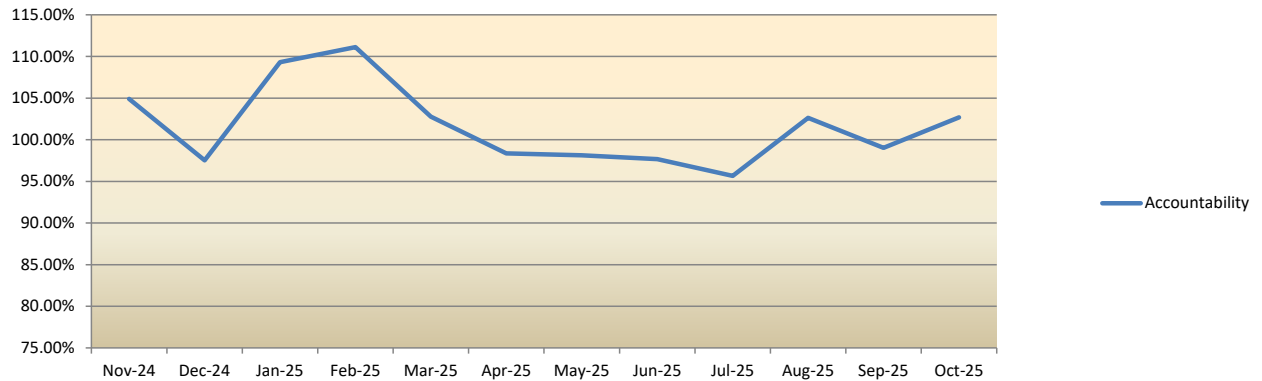
Item 11.

Billing Period	Produced	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
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%
08/8/25 - 09/08/25	46.759	3.998	50.757	50.142	0.126	0.000	99.04%	98.75%
09/9/25 - 10/07/25	47.636	6.669	54.305	53.969	1.633	0.162	102.69%	100.00%

Water Supply



Accountability



Wastewater Treatment Plant #1

BC31 Plant

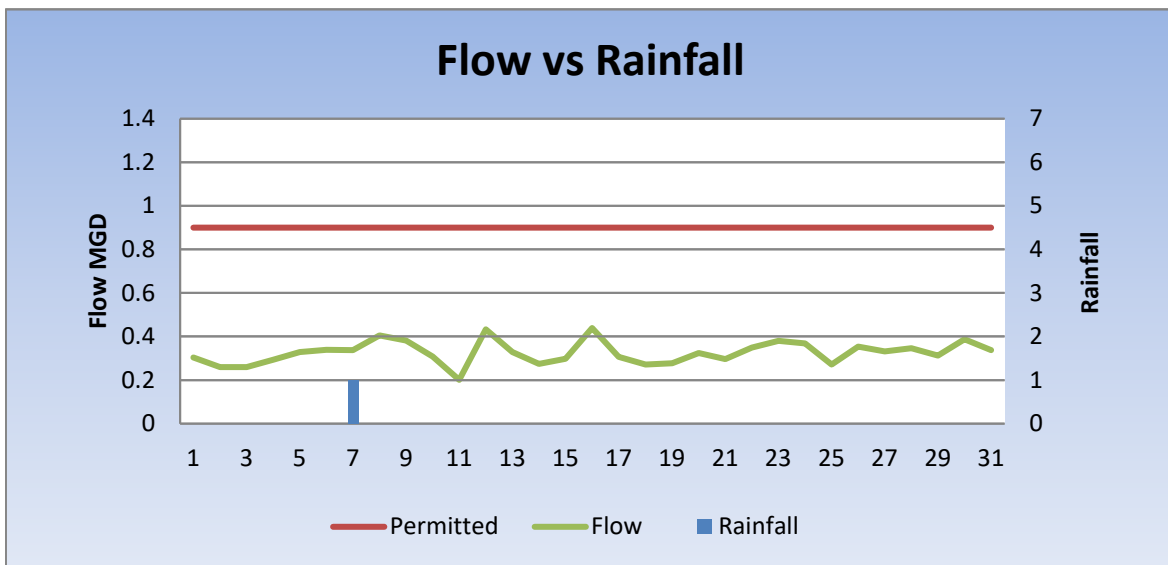
Item 11.

Permit # 14546-001
Expires: 7/31/2028

Design: 0.900 MGD
Utilized 50.7%

PARAMETER		UNITS	PERMIT LIMITS	Sep-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.9	0
pH:	Min	S.U.	6.0	7.2	0
pH:	Max	S.U.	9.0	7.3	0
Total Suspended Solids:	Avg	lbs / day	113.0	9.4	0
Total Suspended Solids:	Avg	mg / l	15.0	2.5	0
Total Suspended Solids:	Max	mg / l	40.0	3.6	0
Ammonia:	Avg	lbs / day	23.0	0.8	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	0.46	0
2-Hour Peak Flow:	Max	gpm	3.60	0.65	0
Chlorine:	Min	mg / l	1.0	1.6	0
Chlorine:	Max	mg / l	4.0	2.9	0
E.coli:	Avg	CFU/100ml	126	8.0	0
E.coli:	Max	CFU/100ml	399	64.0	0
CBOD:	Avg	lbs / day	75.0	11.7	0
CBOD:	Avg	mg / l	10.0	3.0	0
CBOD:	Max	mg / l	22.0	4.4	0

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



Wastewater Treatment Plant #2

BC53 Plant

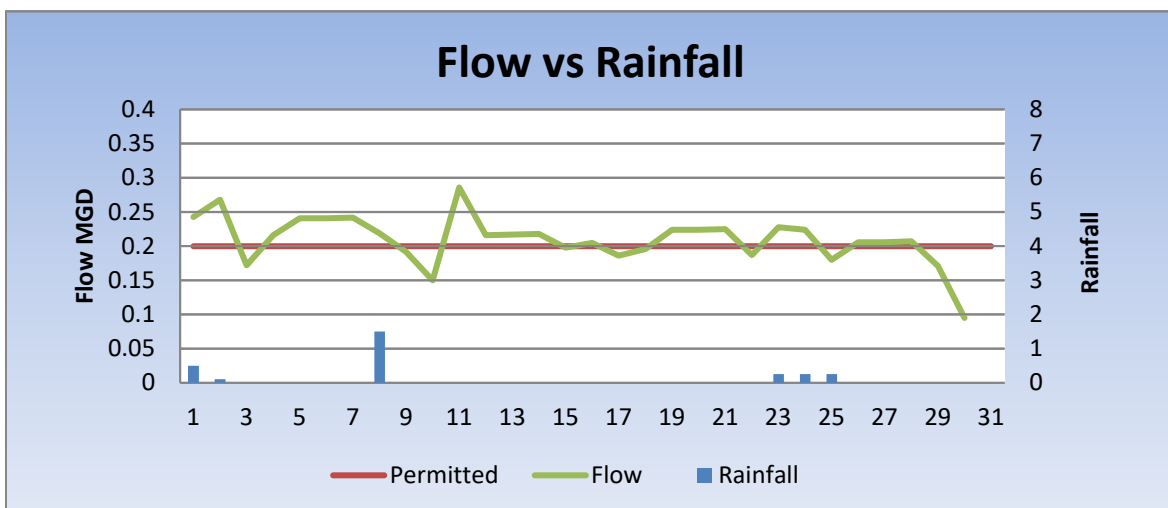
Item 11.

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

Design: 0.200 MGD
Utilized 47.5%

PARAMETER		UNITS	PERMIT LIMITS	Sep-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.93	0
pH:	Min	S.U.	6.0	7.30	0
pH:	Max	S.U.	9.0	7.39	0
Total Suspended Solids:	Avg	lbs / day	25.0	11.20	0
Total Suspended Solids:	Avg	mg / l	15.0	5.90	0
Total Suspended Solids:	Max	mg / l	60.0	10.40	0
Ammonia:	Avg	lbs / day	5.0	0.37	0
Ammonia:	Avg	mg / l	3.0	0.20	0
Ammonia:	Max	mg / l	15.0	0.20	0
Flow:	Avg	M.G.D.	0.200	0.095	0
2-Hour Peak Flow:	Max	gpm	0.800	0.116	0
Chlorine:	Min	mg / l	1.0	1.37	0
Chlorine:	Max	mg / l	4.0	2.11	0
E.coli:	Avg	CFU/100ml	126.0	5.0	0
E.coli:	Max	CFU/100ml	399.0	5.0	0
CBOD:	Avg	lbs / day	17.0	7.20	0
CBOD:	Avg	mg / l	10.0	3.90	0
CBOD:	Max	mg / l	35.0	5.20	0

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



City of Iowa Colony Customer Billing Report

Item 11.

	October 11, 2025	September 11, 2025	August 11, 2025
Beginning Date	9/26/2025	8/28/2025	7/26/2025
Closing Date	10/28/2025	9/25/2025	8/27/2025

Collected Amount

Penalty	\$ 9,431.09	\$ 10,573.34	\$ 14,024.80
Water	\$ 220,890.49	\$ 186,897.65	\$ 191,548.65
Sewer	\$ 108,878.05	\$ 105,303.76	\$ 106,172.59
Garbage Tax	\$ 9,678.59	\$ 9,299.41	\$ 8,939.65
Garbage Collection Fees	\$ 116,220.69	\$ 111,221.47	\$ 107,834.17
Franchise	\$ 17,769.09	\$ 15,088.70	\$ 14,792.83
Voluntary Fire	\$ 17,290.61	\$ 16,455.15	\$ 8,318.11
Grease Trap	\$ 1,538.38	\$ 1,474.00	\$ 1,608.00
Deposit	\$ 12,436.69	\$ 10,275.00	\$ 13,075.00
Transfer Fee	\$ 5,163.68	\$ 4,845.00	\$ 5,025.00
Miscellaneous	\$ 13,430.67	\$ 11,171.09	\$ 13,747.93
TOTAL COLLECTED	\$ 532,728.03	\$ 482,604.57	\$ 485,086.73
OVERPAYMENT	\$ 26,051.82	\$ 15,476.51	\$ 34,095.68
TOTAL COLLECTED	\$ 558,779.85	\$ 498,081.08	\$ 519,182.41

Billed Amounts

Water	\$ 260,288.40	\$ 243,209.47	\$ 221,943.83
Sewer	\$ 112,538.32	\$ 111,351.57	\$ 108,369.99
Garbage Tax	\$ 9,877.00	\$ 9,750.86	\$ 9,667.56
Garbage	\$ 119,326.08	\$ 117,817.92	\$ 116,764.80
Franchise Fee	\$ 18,638.90	\$ 17,726.84	\$ 16,514.41
Voluntary Fire	\$ 23,826.00	\$ 23,592.00	\$ 23,538.00
Grease Trap	\$ 1,742.00	\$ 1,742.00	\$ 2,144.00
Deposit	\$ 13,300.00	\$ 15,950.00	\$ 10,650.00
Transfer Fee	\$ 4,945.00	\$ 6,015.00	\$ 4,675.00
Miscellaneous	\$ 2,815.11	\$ 5,568.04	\$ 8,066.66
TOTAL BILLED	\$ 567,296.81	\$ 552,723.70	\$ 522,334.25

Aged Receivables

30 Days Arrears	\$ 87,477.46	\$ 92,696.16	\$ 77,561.70
60 Days Arrears	\$ 29,986.02	\$ 23,985.15	\$ 30,026.94
90 Days Arrears	\$ 9,765.95	\$ 13,681.88	\$ 13,362.70
Over 120 Days Arrears	\$ 47,186.30	\$ 37,140.62	\$ 41,098.19
Previous Month Overpymt	\$ (19,756.28)	\$ (19,837.42)	\$ (28,632.43)
Total Aged Receivables	\$ 154,659.45	\$ 147,666.39	\$ 133,417.10
Current Month Overpymt	\$ (24,944.67)	\$ (19,099.86)	\$ (25,153.35)
TOTAL LESS OVERPYMT	\$ 129,714.78	\$ 128,566.53	\$ 108,263.75
TOTAL RECEIVABLES	\$ 697,011.59	\$ 681,290.23	\$ 630,598.00

Deposit Liabilities	\$ 422,845.00	\$ 415,920.00	\$ 411,820.00
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Average Usage For Meters	6,775	7,174	6,661
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City Of Iowa Colony Connection Report

Item 11.

October-25

	B031	B032	B053	B057	B087	B092	Totals
Occupied Single Family	2030	687	1246	0	162	4	4129
Vacant Single Family	36	12	18	0	4	0	70
Multi-Family	0	1	0	0	0	0	1
Commercial	7	13	4	0	1	0	25
Builder	186	34	44	6	11	62	343
Irrigation	36	39	22	1	11	0	109
Rental Meters	13	0	0	0	0	0	13
District Meters	3	0	0	0	0	0	3
TOTAL CONNECTIONS	2311	786	1334	7	189	66	4693

**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON SPECIFIC USE PERMIT**

To be held on:

Public Hearing., **November 17, 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 November 17, 2025**, in the City Council Chambers at Iowa Colony City Hall, 3144 Meridiana Parkway, Iowa Colony, Texas, to consider a Specific Use Permit for a proposed swim school facility on the following property:

Approximately 1.956 acres of land, being the south ½ of the southeast ¼ of section 53, H.T. & B.R.R. Co. Survey, Abstract 287, Brazoria County Texas as recorded in Volume 358, Page 495 Deed Records, Brazoria County Texas.

The public is invited to attend and speak at the hearing concerning the proposed action. A copy of this request for action is available from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at www.iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary



City Council Agenda Item Request Form

Item 12.

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

Date: 11/5/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Ordinance

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Request from Ms. Dyanna Nicholson for a Specific Use Permit for Commercial property to be utilized for Swim School

Explanation/Justification Details:

Dyanna Nicholson is proposing development of a swim school located on a +/-1.956-acre tract located at 4903 Davenport Parkway.

The site is currently zoned Business Retail. The proposed use of the swim school is not a listed allowed use within Business Retail Zone.

Staff has reviewed the application and recommends approval for the Specific Use Permit for the proposed Swim School located at 4903 Davenport Parkway subject to the following conditions:

1. The facility operates only as a swim instruction and aquatic training center.
2. Hours of operation shall be limited to 6:00 AM to 8:00 PM.

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

Council Agenda.

City Secretary

MEMORANDUM

Date: October 31, 2024

To: Mayor & Councilmembers
Planning and Zoning

From: Dinh V. Ho, P.E.

RE: Dyanna Nicholson
Application for Specific Use Permit – Two Story Pool House and Pool
Staff's Summary and Recommendations

CC: Natasha Brooks, Kayleen Rosser

Dyanna Nicholson is proposing development of a swim school located on a +/-1.956-acre tract of land out of an 80.0 ac tract being the south one-half of the southeast one-fourth of Section 53, recorded in volume 358, Page 495, situated in the H.T. & B.R.R. Co Survey, Abstract 287, 4903 Davenport Pkwy, Iowa Colony, PID No. 167464.

The request is to allow for a specific use permit for a swim school that includes a two-story pool house and pool.

Staff Review:

- The site was previously rezoned to Business Retail District.
- The proposed use "Swim School" is not a listed use within the BR District.
- The swim school is not noxious or offensive due to of emission of odors, soot, dust, gas, fumes, vibrations, electrical or magnetic emissions, noise, or other emissions onto the land of another person.

Recommendations:

Staff recommends approval for the Specific Use Permit for the proposed Swim School located at 4903 Davenport Parkway subject to the following conditions:

1. The facility operates only as a swim instruction and aquatic training center.
2. Hours of operation shall be limited to 6:00 AM to 8:00 PM.



CITY OF IOWA COLONY

"Where We Make It Happen"

Item 12.

APPLICATION FOR SPECIFIC USE PERMIT FORM 'B'

APPLICATION DATE: 3/15/25

NAME OF APPLICANT: DYANNA NICHOLSON

THE LEGAL DESCRIPTION AND THE ADDRESS OF THE PROPERTY THAT IS SUBJECT OF THE APPLICATION FOR SPECIFIC USE:
TRACT BEING THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 53

A DETAILED DESCRIPTION OF THE SPECIFIC USE PERMIT THAT IS PROPOSED: _____

THE PROPOSED PROJECT IS A SWIM SCHOOL - THAT WILL INCLUDE A 2 STORY POOL HOUSE AND A POOL - THE OWNER IS AN INSTRUCTOR THAT WILL TEACH HER CLIENTS TO SWIM

THE ZONING DISTRICT IN WHICH THE SUBJECT PROPERTY IS LOCATED. CIRCLE ONE: (MU) (SFR) (MH) (BR)

THE SIGNED CONSENT OF THE OWNER OR OWNERS OF THE SUBJECT PROPERTY, IF THE APPLICANT IS NOT THE OWNER OF THE PROPERTY: 4903 DAVENPORT PKWY ROSHARON TX 77583

THE APPLICANT'S INTEREST IN THE SUBJECT PRROPERTY IF THE APPLICANT IS NOT AN OWNER OF ALL OR PART OF THE PROPERTY. CONTRACTOR

SUCH OTHER INFORMATION OR DOCUMENTATION AS THE CITY COUNCIL OR ZONING ADMINISTRATOR MAY DEEM NECESSARY.
SURVEY, DEED, SITE PLAN, AND APPLICATION

EACH APPLICATION FOR SPECIFIC USE PERMIT MUST BE ACCOMPANIE DBY A NON-REFUNDABLE FEE OF \$1,000.00 TO DEFRAY THE COST OF NOTIFICATION, ATTORNEY'S FEES OR PROCESSING TH APPLICATION.

NOTE: THIS APPLICATION EXPIRES IN 180 DAYS IF NOT SUBMITTED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS AND/ OR ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

SIGNATURE REQUIRED: 

DATED: 03-29-2023
REVISION:
DRAWN BY: I.A.
APPROVED BY: M.M.
JOB NO: 23 - 0101

FLOOD INFORMATION

THIS TRACT OR LOT IS IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE AE FLOODWAY AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY PANEL NO. 48039C0120K - DATED 12-30-2020.

*THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.



Item 12.

LEGEND

B.L. = BUILDING LINE
C.C.F. = COUNTY CLERK FILE
C.I.R. = CAPPED IRON ROD
CM = CONTROLLING MONUMENT
P.C. = POINT OF CURVATURE
PP = POWER POLE
R.O.W. = RIGHT-OF-WAY
WM = WATER METER

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

TOPOGRAPHIC LAND SURVEY OF A CALLED 1.956 AC. TRACT OF LAND OUT OF A 80.0 AC. TRACT BEING THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 53 RECORDED UNDER VOL. 358, PG. 495 RECORDED IN VOLUME 358, PAGE 495 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS SITUATED IN THE H.T. & B.R.R. Co. SURVEY - ABSTRACT NO. 287

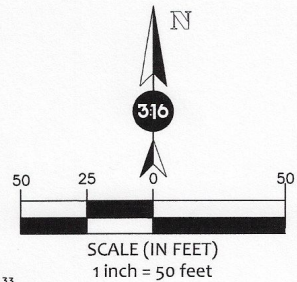
IRENE AGNES KUCERA PELTIER
(B.C.C.F. NO. 1998045067)

NOTES:
1) ALL BEARINGS SHOWN ARE REFERENCED PER SUBJECT DEED B.C.C.F. NO. 2022055588.

2) THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. SURVEYOR HAS NOT ABSTRACTED FOR OTHER EASEMENTS, BUILDING LINES OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT.

3) ALL THE ELEVATIONS SHOWN HEREON ARE IN NAVD 1988 DATUM, 2001 ADJUSTMENT, AND ARE BASED ON BRAZORIA DRAINAGE DISTRICT No. 4 REFERENCE MARK CB-2, ELEVATION: 56.51'.

4) THIS TOPOGRAPHIC SURVEY DOES NOT COMPLY WITH THE CURRENT STANDARDS OF A BOUNDARY SURVEY AS REGULATED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND SHOULD NOT BE USED FOR ANY LAND TRANSACTION OR RECORDED AS SUCH. ADDITIONAL RESEARCH AND FIELD DATA WILL BE NEEDED FOR A BOUNDARY SURVEY.



- = ASPHALT
- = CONCRETE
- = BRIDGE OVERHANG
- = WIRE FENCE

ADDRESS: 4903 DAVENPORT PARKWAY
ROSHARON, TEXAS 77583

DAVENPORT PARKWAY
(R.O.W. VARIES)
(COUNTY ROAD 64)

316 LAND SURVEYING
1880 S. DAIRY ASHFORD RD.
SUITE # 109
HOUSTON, TEXAS 77077

316 LAND SURVEYING

OFFICE: 713-291-0766
FIRM # 10194769
info@316landsurveys.com
www.316landsurveys.com

GF#

2502010

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your Social Security Number or your Driver's License Number

THAT Amber Ferrell Steele and spouse, Bruce King Steele, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Dyanna Brown Nicholson, hereinafter called "Grantee", whose mailing address is 4903 Davenport Pkwy, Rosharon, TX 77583, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **One Hundred Three Thousand Three Hundred Seventy-One and 96/100 Dollars (\$103,371.96)**, of even date herewith, payable to the order of Amber Ferrell Steele and Bruce King Steele, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to Scott L. Luna, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Brazoria County, Texas, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien against said Property securing the payment of the Note, is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to Mortgagee the Superior Title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said lien.



TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties, except for the express warranty of title set forth herein. Grantee has not relied on any information other than grantee's inspection.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years. But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute. When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date:

January 28, 2025


 Amber Ferrell Steele

 Bruce King Steele

State of Texas
 County of Harris

This instrument was acknowledged before me on [Date] January 28, 2025 by Amber Ferrell Steele, and Bruce King Steele.



(Official Seal or Stamp)

AFTER RECORDING MAIL TO:

Dyanna Brown-Nicholson
 4903 Davenport Pkwy
 Rosharon, TX 77583


 Notary Public (Signature of Notarial Officer)
 (Signature is a tangible symbol)

(Printed Name of Notarial Officer)

My commission expires: _____

Prepared By:
 Robertson Anschutz Vettors, LLC
 10375 Richmond Avenue, Suite 200
 Houston, TX 77042
 Settlement Agent File Number: 2502010

Exhibit "A"

1.956 acres of land, out of 80.0 acres of land, being the south 1/2 of the southeast 1/4 of Section 53, H. T. & B. R R. Co. Survey, Abstract 287, Brazoria County, Texas, as recorded in Volume 358, Page 495, Deed Records, Brazoria County, Texas, said 1.956 acres being more particularly described by metes and bounds as follows BEGINNING at a point for the southeast corner of the herein described tract, being in the south line of Section 53, being located North 89 deg. 59 min. 54 sec. West - 2400.77 feet from the southeast corner of Section 53;

THENCE North 89 deg. 59 min. 54 sec. West along and with the south line of Section 53, and being in County Road 64, a distance of 239.21 feet to a point for the southwest corner of the south 1/2 of the southeast 1/4 of Section 53;

THENCE North along and with the west line of the south 1/2 of the southeast 1/4 of Section 53, at 26.0 feet pass an axle found for reference point, at 504.92 feet pass a 1/2 inch iron rod set for reference and continue for a total distance of 564.91 feet to a point for corner in the center of the West Fork of Chocolate Bayou;

THENCE in a southeasterly direction with the meanders of the centerline of the West Fork of Chocolate Bayou as follows; South 31 deg. 13 min. East a distance of 52.43 feet;

South 38 deg. 04 min. 07 sec. East a distance of 63.69 feet;

South 45 deg. 39 min. 53 sec. East a distance of 79.35 feet;

South 28 deg. 27 min. 20 sec. East a distance of 84.26 feet;

South 10 deg. 42 min. 48 sec. East a distance of 49.0 feet;

South 08 deg. 35 min. 29 sec. East a distance of 122.12 feet;

South 13 deg. 24 min. 37 sec. East a distance of 128.7 feet;

South 21 deg. 57 min. East a distance of 49.93 feet to the PLACE OF BEGINNING and containing 1.956 acres of land.

FILED and RECORDED

Instrument Number: 2025004163

Filing and Recording Date: 01/29/2025 02:28:12 PM Pages: 4 Recording Fee: \$38.00

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



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-kaegan

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING SECTION 73 “DISTRICT BR (BUSINESS AND RETAIL USE)” OF THE IOWA COLONY ZONING ORDINANCE TO ALLOW CERTAIN COMMERCIAL USES TO OPERATE AS A SWIM SCHOOL; PRESERVING ALL OTHER REGULATIONS IN SECTION 73; 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, Texas, finds that the amendment of Section 73 of the Zoning Ordinance is necessary to promote economic development and to accommodate businesses that provide substantial value and essential services to the community;

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

SECTION 1. That the Iowa Colony City Code Appendix A – Zoning Ordinance”, Article VII. “Zoning District Regulations” is hereby amended as follows:

Sec. 73. - District BR (Business and Retail Use).

ADDING TO Sec. 73. - District BR (Business and Retail Use). (a) Permitted uses.

Swim schools and aquatic instruction facilities, including indoor or outdoor pools used primarily for the purpose of teaching swimming and water safety to individuals or groups, provided that all operations are conducted in compliance with applicable health, safety, and building regulations.

All remaining provisions of the Zoning Ordinance not expressly amended hereby shall remain in full force and effect.

SECTION 2. Any person, firm, or corporation who violates this Ordinance shall be punished by a fine not to exceed two thousand dollars (\$2,000.00) for each offense. Each day any such violation continues shall constitute a separate offense.

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

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

SECTION 5. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON FIRST AND FINAL READING ON THE 17th DAY OF NOVEMBER 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

**_____
KAYLEEN ROSSER, CITY SECRETARY**

{{LETTERHEAD}}

DATE

Sierra Gonzalez
Grant Manager
Texas General Land Office
1700 Congress Avenue
Austin, TX 78701

RE: City of Iowa Colony CDBG-MIT MOD #24-065-009-E166: Change Request – Budget Adjustment

Dear Ms. Gonzalez,

The City of Iowa Colony is requesting an adjustment to the budget for the above referenced project. The original budget for construction consisted only of \$814,980.00 in grant funds with no expected local commitment. Bids for construction came in significantly over this budget. Additionally, the City procured a materials testing contract in the amount of \$45,225.00. During the course of construction, change orders reduced the total construction cost by \$16,714.95 bringing the final construction contract amount to \$1,641,319.90. This brings the City's local commitment for construction to \$871,564.90.

The administrative and environmental services for this project are contracted with Public Management, Inc and are paid locally. The total contract amount for these services is \$75,000. The TIGR budget reflects this incorrectly, showing \$75,000 for administration and an additional \$5,000 for environmental. It should instead reflect \$70,000 for administration and \$5,000 for environmental services. An additional environmental study was required, totaling \$9,900 and bringing the entire environmental services cost to \$14,900.

These local commitments along with the \$8,680 of engineering costs funded locally brings the City's entire local commitment to \$965,144.90. The construction project has now been completed and the Certificate of Construction Completion is being reviewed. No further changes in costs are anticipated. Total project costs including grant and local funds are \$1,923,944.90.

Attached you will find an updated budget tool indicating the reallocation of funds requested. If you have any questions or need additional information, please do not hesitate to contact the City of Iowa Colony or our grant manager, Megan Flynn (mflynn@publicmgt.com).

Sincerely,

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IOWA COLONY, TEXAS, AUTHORIZING THE REVISION OF CONTRACT NO. 24-065-009-E166 WITH THE TEXAS GENERAL LAND OFFICE (GLO) RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) REGIONAL METHOD OF DISTRIBUTION (MOD) PROGRAM.

WHEREAS, the City of Iowa Colony has received a Community Development Block Grant award to provide infrastructure improvements; and

WHEREAS, construction bids for this project exceeded available grant funds by \$842,757.85; and

WHEREAS, the improvements to Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary are vital to the City's disaster mitigation and resiliency.

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

1. That Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) program contract #24-065-009-E166 is hereby revised by the City of Iowa Colony.
2. That the total work to be performed will address drainage improvements to Iowa Colony Blvd. and Chocolate Bayou West Fork Tributary.
3. That the contract be for \$958,800.00 of grant funds to provide for drainage improvements to Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary.
4. The City of Iowa Colony is allocating a local contribution in the amount of **\$826,339.90** for construction and **\$45,225.00** for materials testing, making local contributions for construction **\$871,564.90**.
5. The City is also allocating an additional **\$9,900.00** for specialized environmental services. This is partially offset as the administrative services contract was incorrectly recorded by the GLO as being \$5,000 higher than was contracted, meaning the City only had to contribute an extra \$4,900.00 for the specialized environmental services. This brings total local contributions to **\$965,144.90**.
6. That the total project cost is **\$1,923,944.90** to include construction, engineering, and administration services.
7. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

READ, PASSED AND ADOPTED ON _____, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING CHAPTER 30 "SIGNS" OF THE IOWA COLONY CITY CODE; PROVIDING REGULATIONS FOR ELECTRONIC OFF-PREMISES SIGNS; ESTABLISHING PERMITTING CRITERIA AND CONDITIONS FOR SUCH SIGNS IN THE CITY'S JURISDICTION AND EXTRATERRITORIAL JURISDICTION (ETJ); PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, this ordinance promotes the public health, safety, welfare, and enjoyment of the general public and to protect the public from injury that may be caused by the unregulated construction of signs.

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

SECTION 1. That the Iowa Colony City Code "Chapter 30 "Signs", Article III. "Regulations" is hereby amended as follows:

Sec. 30-62. - Freestanding signs.

(b) Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:

(6) Additional regulations.

b. Off-premises signs and on-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all off-premises and on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

AMENDING TO READ AS FOLLOW:

On-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

ADDING PARAGRAPH Sec. 30-62. (b)(6)(e.) - Freestanding signs.

(b) Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:

(6) Additional regulations.

e. Electronic Off-Premises signs may be constructed along State Highway 288 or State Highway 6 in the city's jurisdiction pursuant to a development agreement between the parties and with a certification that such Sign shall comply with applicable TXDOT regulations relating to a face size of no greater than 1,200 square feet, spacing, height and lighting.

ADDING PARAGRAPH Sec. 30-68. (a.) - Electronic Off-Premises signs.

(a) Electronic Off-Premises Signs. Electronic Off-Premises signs as described in section 30(b)(6)(e) shall only be permitted pursuant to a development agreement with the City that contains all requirements expressly set forth in that section.

RENUMBERING PARAGRAPHS Sec. 30-68. - Electronic signs.

Renumber 30-68. (a.) to (b.)- *Permitted sign type; criteria.*

(a) Perrnitted sign type; criteria. Electronic signs, as defined herein, are only allowed as freestanding monument (on-premises use only) signs and do not qualify for any other sign type, using the following criteria:

AMENDING RESULTING PARAGRAPH 30-68. (b.) IO READ AS FOLLOW:

Sec. 30-68. Electronic signs.

(b) Permitted sign type; criteria. Electronic On-Premises signs, as defined herein, are only allowed as Freestanding Monument Signs and shall comply with the following criteria:

RENUMBERING PARAGRAPHS Sec. 30-68. - Electronic signs.

Renumber 30-68. (b.) to (c.)- *Permit.*

SECTION 2. [f 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 3. This ordinance shall be effective immediately upon its passage and approval.

SECTION 4. 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING CHAPTER 30 "SIGNS" OF THE IOWA COLONY CITY CODE; PROVIDING REGULATIONS FOR ELECTRONIC OFF-PREMISES SIGNS; ESTABLISHING PERMITTING CRITERIA AND CONDITIONS FOR SUCH SIGNS IN THE CITY'S JURISDICTION AND EXTRATERRITORIAL JURISDICTION (ETJ); PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, this ordinance promotes the public health, safety, welfare, and enjoyment of the general public and to protect the public from injury that may be caused by the unregulated construction of signs.

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

SECTION 1. That the Iowa Colony City Code "Chapter 30 "Signs", Article III. "Regulations" is hereby amended as follows:

Sec. 30-62. - Freestanding signs.

(b) Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:

(6) *Additional regulations.*

b. Off-premises signs and on-premises signs in the ETJ. The regulations of Table 30-62 applicable to nonresidential zoning districts apply to all off-premises and on-premises monument signs located in the city's extraterritorial jurisdiction based on land use.

ADDING LANGUAGE IN SENTENCE Sec. 30-62. (b)(6)(e.) -

Freestanding signs. (b) Monument signs. Except as otherwise provided in this section, monument signs must comply with the following requirements:

(6) *Additional regulations.*

e. Electronic Off-Premises signs may be constructed along State Highway 288 or State Highway 6 in the city's jurisdiction pursuant to a development agreement between the parties and with a certification that such Sign shall comply with applicable TXDOT regulations relating to a face size of no greater than 1,200 square feet, spacing, height and lighting.

All remaining provisions of the Sign Ordinance not expressly amended hereby shall remain in full force and effect.

SECTION 2. f 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 3. This ordinance shall be effective immediately upon its passage and approval.

SECTION 4. 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 FIRST AND FINAL READING ON THE 17th DAY OF NOVEMBER 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY



City Council Agenda Item Request Form

Item 17.

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

Date: 10/29/2025

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Agreement

Budgeted? YES

Cost: 18000

If budgeted, identify account:

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Short Description:

Proposal from Cahoon Consulting to applying for and maintaining participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS) program.

Explanation/Justification Details:

The Community Rating System (CRS) is a voluntary program under the National Flood Insurance Program (NFIP) that encourages communities to adopt and enforce floodplain management practices beyond the minimum NFIP requirements. The program provide discounts on flood insurance premiums based on the CRS rating system.

The CRS program's primary goals are to:

- Reduce flood losses through better planning, design, and maintenance of floodplain areas.
- Encourage public awareness of flood risks and flood insurance.
- Promote hazard mitigation and resilience at the community level.

Benefits to Communities

Lower flood insurance premiums for residents. Reduced flood risk through proactive mitigation efforts. Improved public safety and infrastructure resiliency. Enhanced eligibility for FEMA grants and disaster recovery funding.

Cahoon is

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

Council Agenda.

City Secretary

SCOPE OF WORK for City of Iowa Colony Community Rating System

Cahoon Consulting (Consultant) shall provide the following professional services to Adico Engineering, LLC to assist the City of Iowa Colony (City) in applying for and maintaining participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS) program.

Task 1: Notification to FEMA of City's Intent

- A. Prepare and submit a Letter of Interest to FEMA on behalf of the City including the CRS Quick Check proving the City qualifies for *at least* 500 points and a class 9 in the CRS.
- B. Prepare and submit to FEMA an Information Sharing Access Agreement (ISAA) to include authorization for City staff and Consultant to obtain the City's NFIP flood insurance data including repetitive loss, claims, and policy information, as well as authorization to communicate with FEMA/State on behalf of the City.

Task 2: Community Assistance Visit

- A. Provide support in preparation for Community Assistance Visit (CAV) to be conducted by either State or FEMA including the following:
 - Review of Flood Damage Prevention Ordinance
 - Evidence of records (permits and elevation certificates) for new development and substantial improvements
 - Examination of data included in FEMA's National Violation Tracker
- B. Attend CAV meeting(s) between City and State/FEMA.
- C. Coordinate follow-up activities and documentation submittal to close the CAV for the City to receive a "Letter of Good Standing."

Task 3: CRS Kickoff Meeting

- A. Attend and coordinate kickoff meeting with relevant City staff to discuss desired CRS outcomes and each CRS activity.
- B. Develop approach to gathering documentation according to activity requirements, timeliness, and staff responsibilities.

Task 4: CRS Application

- A. Prepare and submit documentation to ISO for City's CRS application based on eligible activities and documentation.
- B. Attend CRS application visit between City and ISO.
- C. Provide follow-up assistance on documentation submittal subsequent to the application visit.

Task 5: Ongoing CRS Support

- A. Assist the City Floodplain Administrator in setting up a process to maintain CRS credit for annual recertifications and future cycle visits (e.g., 3-year or 5-year timeline dependent on class rating).
- B. Provide support for annual recertification submittals (as needed) including the following:

- Review all finished construction elevation certificates (floodplain only) received in the past year and help correct forms as needed.
- Develop permit log for new construction and substantial improvements in the floodplain.
- Develop progress report on mitigation actions outlined in floodplain management plan or hazard mitigation plan.
- Other activities as requested by ISO.

C. Develop plan for City's consideration towards modifications for class improvements.

*The full scope of the consultant's work will be determined as the program proceeds and will be subject to the needs and requests of the client.

Timeline

When authorized to commence work via a signed contract and Notice to Proceed, the following shall apply:

Task 1 – Completed within 5 days

Task 2 – Completed within 180 days, dependent on FEMA/State

Task 3 – Completed within 5 – 15 days, dependent on City's schedule

Task 4 – Completed within 180 days, dependent on ISO

Task 5 – Recertification assistance will be completed within 45 days (September 1st – October 15th) unless otherwise specified by ISO. Recertification requirements may vary from year to year, according to ISO. Other items in Task 4 will be completed as agreed upon by both parties.

Note: Once the CAV meeting has taken place and FEMA/State notifies the City what is expected to close out the CAV (i.e., a post-CAV letter), then Tasks 3 and 4 can commence simultaneously; however, the CRS application cannot be reviewed by ISO until the City receives clearance for the CAV.

Budget

All invoices from the Consultant will be in percentages of the lump sum according to the task, and must be paid within 30 days upon receipt of the Consultant's invoice. The following is the Consultant's proposed fee schedule:

TASK	DESCRIPTION OF WORK	% OF CONTRACT	FEE
1	Notification to FEMA of City's Intent	10%	\$1,800
2	Community Assistance Visit	30%	\$5,400
3	CRS Kickoff Meeting	30%	\$5,400
4	CRS Application	20%	\$3,600
5	Ongoing CRS Support	10%	\$1,800
TOTAL		100%	\$18,000

Community Rating System

Introduction

The Community Rating System (CRS) is a voluntary federal program for communities participating in the National Flood Insurance Program (NFIP). CRS recognizes and encourages floodplain management activities that exceed the minimum standards for participation in the NFIP. The goals of the CRS program are the following:

- Reduce and avoid flood damage to insurable property.
- Strengthen and support the insurance aspects of the NFIP.
- Foster comprehensive floodplain management.

In exchange for the community's efforts at implementing higher standards, policyholders see a reduction in their flood insurance premiums. The amount of discount depends on the CRS class the community achieves. For each accumulation of 500 points, the class rating improves. Implementation and documentation earn points, more points mean lower classes, and lower classes mean higher savings. The table below demonstrates the relationship of points and classes to flood insurance premium discounts.

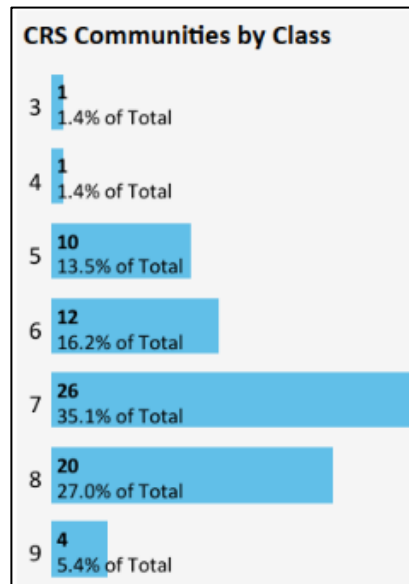
Points	CRS Class	Discount
0 - 500	10	0%
501 - 999	9	5%
1,000 - 1,499	8	10%
1,500 - 1,999	7	15%
2,000 - 2,499	6	20%
2,500 - 2,999	5	25%
3,000 - 3,499	4	30%
3,500 - 3,999	3	35%
4,000 - 4,499	2	40%
4,500 +	1	45%

More Points  Lower Ratings  Higher Savings



CRS Classes

Effective April 1, 2025, there are approximately 74 communities in Texas participating in the CRS ranging from a class 9 to a class 3. Below is a breakdown of how CRS classes are distributed in Texas (data source: www.crsviz.com).



Flood Insurance Savings

Under FEMA's legacy methodology, CRS discounts were distributed based on the location of the structure (in or out of the floodplain), and people who lived in Zone X with no claims or loss history did not receive the CRS discount since they were paying the cheapest rate possible. FEMA's new pricing methodology, however, rates all structures on their *individual risk* in an effort to achieve actuarial rates. This new rating structure means that all eligible policyholders (with compliant structures) may benefit from the CRS discount, regardless of location. To put the savings into real numbers and dollars, the table below displays the flood insurance policy data for the City of Iowa Colony (current as of 7/31/25).

	# of Policies-in-Force	Total Coverage	Total Written Premium + FPF	Total Annual Payment
City of Iowa Colony	380	\$126,381	\$349,784	\$424,883
<i>Total Coverage = the total building and contents coverage for the policies in force</i> <i>Total Written Premium + FPF = the sum of the premium and FPF (federal policy fee) for the policies in force</i> <i>Total Annual Payment = the sum of submitted written premiums, discounts, fees, assessments, and surcharges</i>				

CRS Activities

The CRS program is divided into four major sections consisting of activities and elements. Some of the more commonly credited elements are mentioned below.

- **Section 300 – Public Information Activities:** Maintaining elevation certificates; providing FEMA map information to inquirers; public outreach programs; hazard disclosure; flood protection information on the website and in the public library; providing property protection assistance and making site visits; and flood insurance promotion
- **Section 400 – Mapping and Regulations:** Open space preservation and open space incentives; higher standards in the flood ordinance (e.g., compensatory storage, freeboard, building codes, engineered foundations); number of CFMs on staff; GIS mapping; and stormwater management regulations
- **Section 500 – Flood Damage Reduction Activities:** Floodplain management plan or hazard mitigation plan; repetitive loss area analysis; substantial damage management plan; buyouts; voluntary elevations; structural modifications; Capital Improvement Plan; and drainage system maintenance of natural channels
- **Section 600 – Warning and Response:** Flood warning program including StormReady; dam maintenance program; and levee maintenance program

City of Iowa Colony CRS - at a glance

A cursory review of the City of Iowa Colony revealed several higher standards already in place that would receive CRS credit such as the two-foot freeboard, compensatory storage, design criteria manual, GIS capabilities, and a Comprehensive Plan, to name a few. The City would also benefit greatly from the Community Growth Adjustment (CGA) factor that is based on the county's growth. The CGA for Brazoria County is 1.21 meaning points earned in any of the Section 400 activities would be increased by 21%. Although the CGA may change from year to year, it was 1.18 in 2024 which indicates there has been significant growth in Brazoria County and is assumed to continue.

Cahoon Consulting has over 20 years of extensive experience helping Texas communities in every facet of the CRS program. A list of past and current clients is on our website at <https://www.cahoonconsulting.com/services> and community references are available upon request. If you are interested in learning more about the City of Iowa Colony's potential in the CRS, please feel free to contact me. I would welcome the opportunity to meet with you and help bring savings to your community.

Debbie Vascik, CFM

832-755-9249

debbie.vascik@cahoonconsulting.net



City Council Agenda Item Request Form

Item 18.

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

Date: 10/31/2025

Department Making Request: 30 - Public Works

Person Making Request: Dinh Ho

Item Type: Contract

Budgeted? YES

Cost: 825000

If budgeted, identify account:

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Short Description:

Consideration and possible action to authorize Adico, LLC to provide engineering design services for the City of Iowa Colony Expansion of the SW WWTP (formerly BCMUD 53) to 0.90 MGD.

Explanation/Justification Details:

The City's existing wastewater treatment capacity is nearing its design limit and does not provide adequate capacity to serve the projected growth. The existing WWTP currently has capacity of 0.40 MGD. Proposed expansion an additional 0.50 MGD would allow for an additional 2,000 Equivalent Single Family Connections.

Expansion of the existing WWTP will improve operational reliability, enhance treatment efficiency, and ensure compliance with future TCEQ effluent discharge standards. Adico, LLC will prepare the Preliminary Engineering Report (PER), design plans, and specifications, and assist with TCEQ permitting and bidding. E

Funding is anticipated through the 2025 CO Bond Program or other available financing mechanisms. Approval of this item will allow the design process to begin, ensuring the City is positioned to meet infrastructure and regulatory needs in a timely manner.

Engineering Fees: \$825,000

Estimated construction cost: \$11,000,000.

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

Council Agenda.

City Secretary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Iowa Colony (“Owner”)

and Adico, LLC – Consulting Engineers (“Engineer”)

Engineer agrees to provide the services described below to Owner for Southwest WWTP Expansion to 0.9 MGD (“Project”).

Description of Engineer’s Services: Engineering Service for the design for the expansion of the Southwest WWTP Expansion to 0.9 MGD

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class

of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum for services)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$825,000.00** be established.

Task	Description	Fee
Preliminary Phase	Site evaluation, coordination & permitting	\$165,000
Design Phase	Plans, specifications, permitting	\$412,500
Bidding & Award	Support and addenda	\$41,250
Construction Phase	Review, inspection, closeout	\$206,250
Total Engineering Fees		\$825,000

Total fees under the contract shall not exceed \$360,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Iowa Colony, Texas

ENGINEER: Adico, LLC

By: Mayor Wil Kennedy

By: Dinh V. Ho, P.E.

Title: Mayor

Title: President

Date Signed:

Date Signed: 11.10.2025

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Address for giving notices:

Ms. Natasha Brooks Anderson
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, TX 775838

Dinh V. Ho, P.E.
Adico, LLC – Consulting Engineers
205 E. Edgewood
Friendswood, TX 77546

EXHIBIT 'A'

**ADICO, LLC
SCHEDULE OF HOURLY RATES**

EFFECTIVE JANUARY 2025

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$285.00
Sr. Project Managers	\$245.00
Project Managers	\$210.00
Project Coordinator	\$135.00
Engineers/Designers	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$115.00
Designer II	\$130.00
Cadd Technicians	\$110.00
Construction Management	
Senior Construction Inspector	\$145.00
Construction Inspector	\$125.00
Administrative Support	
Clerical/Administrative Staff	\$85.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.40 per Copy (8 ½" x 11")
Xerox Prints	\$6.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

EXHIBIT B

PROJECT UNDERSTANDING

The City of Iowa Colony is the owner and operator of a SW WWTP (Formerly BCMUD 53 WWTO) located at 1001 Davenport Parkway. The existing plant is rated a 0.40 MGD concrete plant, originally constructed in 2020.

The expansion of the WWTP will increase capacity to 0.90 MGD, providing an additional 2,000 connections.

This agreement includes the permitting, design, bidding and construction phase services for the new 0.50 MGD concrete WWTP and onsite Lift Station. It is anticipated the preliminary construction estimate is approximately \$22/gal or \$11,000,000.

SCOPE OF SERVICES

Adico will provide the services specifically set forth below.

Task 1: Preliminary Engineering

- Topographic and Boundary Survey
- Geotechnical Investigation.
- Review existing studies/reports and permit data
- Evaluate process alternatives
- Prepare a Preliminary Engineering Report with process flow diagrams, cost estimates and TCEQ submittal documentation

Task 2: Design Phase

Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Prepare detailed construction drawings and specifications for all treatment units, including headworks, aeration, clarifiers, disinfection, and sludge management
- Design shall include civil, structural, mechanical, electrical and control systems.
- Coordinate with TCEQ for permit approval and design review.
- Design Documents shall include:
 - Civil sheets: General notes; Site plan; Yard piping plan; Paving plan; Dimension Control; and Grading plan
 - Electrical sheets: Site plan; One Line Diagram; MCC plan; SCADA/Control and Instrumentation; and Equipment layout
 - Mechanical sheets: General notes; and Equipment layout
 - Plumbing sheets: Building mechanical and plumbing; Onsite water service; and Onsite sanitary sewer
 - Structural sheets: General notes; Foundation plans; Pier plans; and Roof plans
- Provide draft technical specifications and front-end bidding documents
- Update Engineer's Opinion of Probable Construction Costs.

Task 3: Bid Phase Services

Adico will finalize the project manual/bid document that will include technical documents and specifications required for bidding. This project manual/bid document will include the construction drawings and specifications suitable for bidding and construction. Final construction documents will be signed and sealed by an engineer licensed in Texas and issued for construction. Adico will compile the final bid document which will consist of drawings, specifications, bid tables and supporting documents for bidding purposes.

The services that are considered part of this task could include:

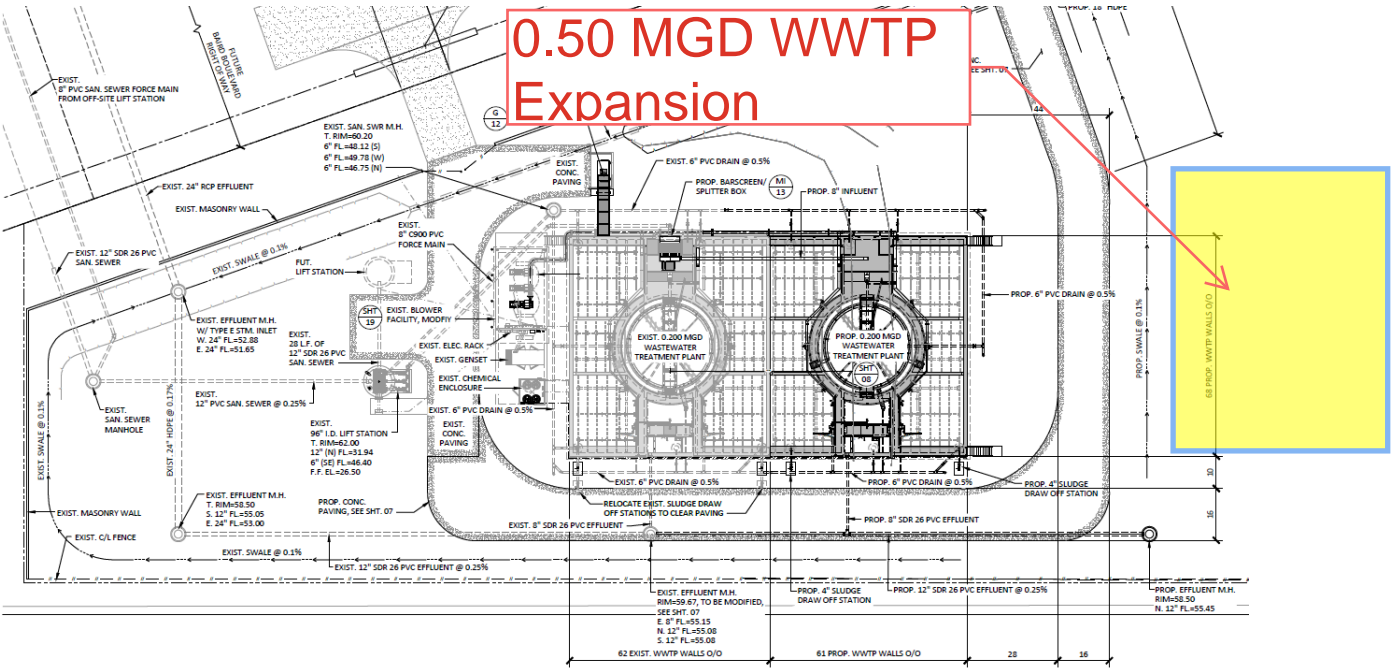
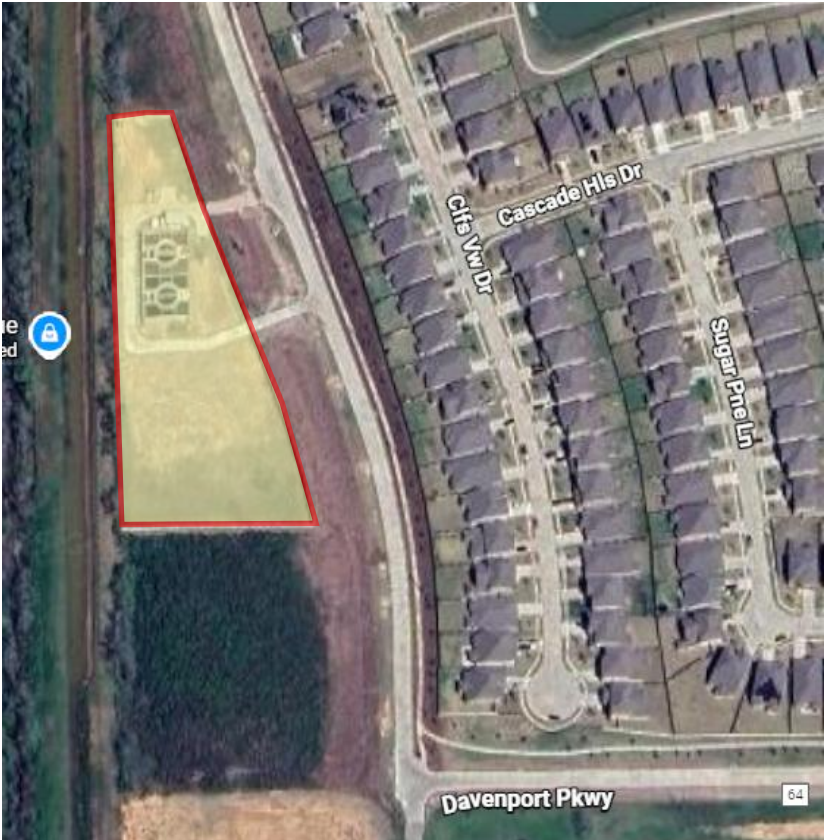
- Attend meetings with City to review Bid Documents & Schedules.
- Assist the City in the development of a Bid Schedule.
- Assist the City with uploading files to Civcast for bidding.
- Attend and facilitate the pre-bid conference.
- Assist the City in responding to Bidder's questions.
- Attend and participate in Bid Opening.
- Review bids for discrepancies and appearance of unbalanced bids.
- Prepare letter indicating the lowest responsive bidder including a bid tabulation spreadsheet and the OPCC.

It is expected that the City will solicit the bids and advertise in the newspaper of record and on the City's website. Adico will provide a recommendation letter and bid tabulation. City will select bidder.

Task 4: Construction Phase Services

Adico to provide civil engineering construction phase services including the following:

- Attend pre-construction conferences
- Establish communication procedures
- Establish and maintain a project documentation system
- Review and respond to contractor submittals
- Review payment requests
- Conduct routine visits to the construction site
- Provide the services of a Resident Project Representative
- Notify the contractor of non-conforming work
- Coordinate the work of testing laboratories and inspection bureaus
- Interpret drawings and specifications for City and Contractor
- Establish procedures for administering constructive change to the contract
- Attend final reviews of the project
- Provide record drawings
- Attend facility startup planning meetings
- Attend end-of-warranty period inspections
- Closeout





City Council Agenda Item Request Form

Item 19.

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

Date: 10/8/2025

Department Making Request: 30 - Public Works

Person Making Request: Natasha Brooks Anderson

Item Type: Contract

Budgeted? YES

Cost: 325000

If budgeted, identify account:

Utility Fund - CO

Short Description:

Engineering proposal for design of a new 1.0-million-gallon elevated storage tank (EST) to enhance system reliability, maintain adequate water pressure, and provide emergency and fire protection capacity for current and future development. The project includes design of the elevated tank, associated site piping, valving, telemetry integration, and

Explanation/Justification Details:

Adico, LLC is proposal for engineering service for new 1.0-million-gallon Elevated Storage Tank is necessary to ensure adequate system pressure, operational reliability, and emergency storage capacity as the City continues to experience rapid residential and commercial growth. The additional elevated storage and pressure requirements, improve fire protection capabilities , and redundancy to the existing system. The project includes design of the elevated tank, associated site piping, valving, telemetry integration, and extension of waterline to connect to the existing system.

Recommendation:

It is recommended that the City Council authorize the City Manager to proceed with professional engineering services and project development for the design and construction of a new 1.0-million-gallon Elevated Storage Tank. This project will enhance system reliability, maintain adequate water pressure, and ensure compliance with TCEQ storage and pressure requirements to support the City's continued growth.

Estimated Construction Cost is \$6.0 mil.

Engineering services fee is \$325,000.

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

Council Agenda.

City Secretary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

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and

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SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1801 Alexander Bell Drive, Reston, VA 20191-4400

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Iowa Colony (“Owner”)

and Adico, LLC – Consulting Engineers (“Engineer”)

Engineer agrees to provide the services described below to Owner for 1.0 MGD Water Plant and Well (“Project”).

Description of Engineer’s Services: Engineering Service for the construction of 1.0 MG Water Plant and Water Well

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for

each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum for services)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$360,000.00** be established.

Task	Description	Fee
Preliminary Phase	Site evaluation & coordination	\$64,800
Design Phase	Plans, specifications, permitting	\$187,200
Bidding & Award	Support and addenda	\$21,600
Construction Phase	Review, inspection, closeout	\$86,400
Total Engineering Fees		\$360,000

Total fees under the contract shall not exceed \$360,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Iowa Colony, Texas

ENGINEER: Adico, LLC

By: Mayor Wil Kennedy

By: Dinh V. Ho, P.E.

Title: Mayor

Title: President

Date Signed:

Date Signed: 10/7/2025

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Ms. Natasha Brooks Anderson
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, TX 775838

Address for giving notices:

Dinh V. Ho, P.E.
Adico, LLC – Consulting Engineers
205 E. Edgewood
Friendswood, TX 77546

EXHIBIT 'A'

**ADICO, LLC
SCHEDULE OF HOURLY RATES**

EFFECTIVE JANUARY 2025

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$285.00
Sr. Project Managers	\$245.00
Project Managers	\$210.00
Project Coordinator	\$135.00
Engineers/Designers	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$115.00
Designer II	\$130.00
Cadd Technicians	\$110.00
Construction Management	
Senior Construction Inspector	\$145.00
Construction Inspector	\$125.00
Administrative Support	
Clerical/Administrative Staff	\$85.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.40 per Copy (8 ½" x 11")
Xerox Prints	\$6.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

**EXHIBIT “B” - SCOPE OF WORK
FOR 1.0 MGD WATER SUPPLY PLANT AND
GROUNDWATER WELL
IOWA COLONY, TEXAS**

PROJECT DESCRIPTION

Adico, LLC. (ADICO) is pleased to submit this proposed scope of work for the above-referenced project. This project consists of surveying and engineering design, bidding and construction management for a new 1.0 MGD Water Supply Plant and new groundwater well (approximately 800-1,000 GPM), along with associated site improvements, ground storage tank, hydropneumatic tank, booster pumps, and control systems.

SCOPE OF SERVICES

A. Preliminary Phase:

1. Conduct kickoff meeting with City staff to confirm project goals and site constraints.
2. Review existing reports, plats, and available hydrogeologic data.
3. Coordinate well location siting and preliminary water quality analysis
4. Develop conceptual layouts for the water plant site (ground storage tank, well, pumps, building, electrical and chemical systems).
5. Evaluate location of easements
6. Prepare preliminary cost estimates and milestone schedule.
7. Surveying for Design including:
 - Conduct field surveying to locate existing and adjacent property corners.
 - Perform field topographic surveys for the site. All visible improvements and trees within the project limits will be located and surveyed. Visible water, sanitary sewer, storm sewer lines, fencing and other improvements will be located and surveyed. If necessary, existing utilities uncovered by the City of Iowa Colony will also be surveyed. A survey Base File for civil design will be prepared.
 - Establish overflow elevation for the City elevated tanks on same datum as proposed tank.

B. Design Phase - Final Design

1. Water Well Design

- a. Prepare drilling specifications for a 12"–16" production well (depth approx. 800–1,200 ft) base on existing groundwater conditions
- b. Coordinate with a licensed well driller for pilot well and pump testing.
- c. Provide wellhead, discharge piping, and TCEQ-compliant sanitary seal design.

2. Water Plant Design

- a. Ground Storage Tanks (150,000–250,000 gal)
- b. Hydropneumatic Tank
- c. Booster Pump System with enclosure (2–3 pumps, 1,000 GPM each)
- d. Chemical Storage and Chemical Feed System (chlorine, ammonium sulfate as applicable)
- e. Water quality treatment if applicable
- f. Electrical, SCADA, and site lighting design.
- g. Yard piping, access drives, fencing, grading, and storm drainage design.

3. Permitting and Coordination

- a. Coordinate TCEQ Plan Submittal and Review, EPA Registration (if applicable), and City approvals.
- b. Prepare plan set suitable for bidding and construction.

C. Bid and Construction Phase

1. Prepare bid package and assist the City with advertisement and contractor selection.
2. Coordinate pre-bid and pre-construction meetings.
3. Review and process shop drawings, Pay Applications, RFIs, Change Orders and other submittals during the construction period
4. Provide periodic site visits and construction observation.
5. Coordinate periodic construction meetings
6. Conduct substantial and final completion inspections and prepare punch lists.
7. Prepare record drawings and TCEQ completion documentation.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF IOWA COLONY, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Iowa Colony, Texas ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a

Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF

ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i)

the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the

requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Albert Cantu, Building Official
City of Iowa Colony, Texas
3144 Meridiana Parkway
Iowa Colony, TX 77583
Email: acantu@iowacolonytx.gov

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Texas, LLC

Matthew K.

By:

Causley

Digitally signed by
Matthew K. Causley
Date: 2025.11.10
08:48:51 -05'00'

Name: Matthew K. CausleyTitle: Chief Operating OfficerDate: November 10, 2025

City of Iowa Colony, Texas

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

2. MUNICIPAL OBLIGATIONS

- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Inspectors will be dispatched on an as-requested basis
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- On January 1, 2027 and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD RATE*
Building Inspection Services	\$325,000.00
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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IOWA COLONY FIRE MARSHAL'S OFFICE

Item 20.

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

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

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

MEMORANDUM

Date: November 10, 2025

To: Ms. Natasha Brooks-Anderson, Interim City Manager

From: Albert Cantu, Building Official, Community Development Department

Subject: Building Inspections and Plan Review Services

Staff from the Community Development Department have completed the evaluation of bids received for building inspection and plan review assistance services. The project was publicly advertised, and bids were received and opened on Monday, October 13, 2025. Please see the attached Bid Tabulation for reference.

After conducting a thorough review of all submissions and verifying references, staff recommend awarding the contract to SAFEbuilt Texas, LLC.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

Albert Cantu

Albert Cantu, CFM
Building Official

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE IV TO CHAPTER 17 (BUILDINGS & BUILDING REGULATIONS), TO BE ENTITLED "OUTDOOR BURNING REGULATIONS"; PROVIDING FOR THE ADOPTION OF STATE REGULATIONS; ESTABLISHING GENERAL PROHIBITIONS, PERMITTED FIRES, PERMITTING PROCEDURES, FEES, AND ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Iowa Colony finds that regulating outdoor burning is necessary to protect public health, safety, and welfare, and to ensure compliance with state and federal laws;

WHEREAS, Title 30 of the Texas Administrative Code, §§111.201–111.221, provides statewide standards for outdoor burning;

WHEREAS, the City Council desires to adopt those standards by reference, and to supplement them with local controls appropriate for Iowa Colony Texas;

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

CHAPTER 17 – BUILDINGS & BUILDING REGULATIONS

ARTICLE IV. – OUTDOOR BURNING REGULATIONS

Section 17-4.401

Adoption of State Regulations

The City adopts by reference the outdoor burning rules in Title 30 TAC, §§111.201–111.221, as they exist and as amended. In the event of a conflict between Title 30 TAC §§111.201–111.221 and this Article, the strictest provision shall govern.

Section 17-4.402

General Prohibitions; Violations

- (a) It is unlawful for any person to cause, allow, or permit outdoor burning within city limits, except as allowed in this Article.
- (b) Burning household trash, garbage, or municipal solid waste is prohibited within the city.
- (c) No person shall ignite or maintain a fire in any street, alley, thoroughfare, or on public property.
- (d) It is prohibited to dispose of or burn materials capable of spontaneous ignition, or to burn furniture, construction/demolition materials, heavy oils, asphaltic materials, explosive materials, chemical wastes, or items containing natural or synthetic rubber.

Section 17-4.403**Permitted Fires; Conditions**

Only the following fires are permitted under this Article:

1. Fire Training – Outdoor burning for firefighter training may be authorized with written request and approval from the Iowa Colony Fire Marshal. If no denial is received within ten (10) working days, approval is deemed granted.
2. Domestic Outdoor Fires – Fires for cooking or warmth are allowed in fireproof enclosures (e.g., barbecue pits, brick fireplaces, chimineas) to prevent fire escape. No permit is required. (Refer to Section 17-4.409 for exceptions.)
3. Land Clearing – Permission may be granted for the burning of vegetation related to land clearing (as per 30 TAC §111.203(2)) under permit (see Section 17-4.404).

Section 17-4.404**Authorization of Permit**

(a) An application for an Outdoor Burning Permit must be submitted in writing to the Fire Marshal by the property owner or person in control and must include:

1. Address of the burn site
2. Applicant's name, address, telephone
3. Valid driver's license or ID number

(b) Permits are valid for one year from date of issuance.

(c) Final approval must be obtained from the Iowa Colony Fire Marshal or Iowa Colony Fire Chief immediately before ignition to confirm safe weather conditions.

(d) The permit is void automatically if the Iowa Colony Fire Marshal or Iowa Colony Fire Chief deems conditions unsafe.

Section 17-4.405**Permit Fee**

The fee for an Outdoor Burning Permit shall be paid before issuance and shall be as set in the City's adopted fee schedule (Appendix **XXXX**).

Section 17-4.406**General Requirements for Burning**

(a) The permit holder must ensure compliance with this Article, and state and federal rules.

(b) The permit holder shall notify the Iowa Colony Fire Marshal's Office or Iowa Colony Fire Department prior to ignition. The Fire Marshal or designee may inspect the site or materials.

(c) Burning is allowed only when meteorological conditions prevent smoke from affecting roads, structures, or adjacent properties.

(d) Fires must be located at least 300 feet (90 meters) downwind from any structure with sensitive receptors, unless written consent is obtained by the owner/occupant.

"Sensitive Receptors" include humans and livestock, as well as "sensitive live vegetation" such as nursery plants, mushrooms under cultivation, and plants raised for pharmaceutical production or used in a lab experiment. For a complete definition, see 30TAC 111.203(7) Appendix C.

- (e) Burning is prohibited when surface wind speeds are expected to be below 6 mph or above 23 mph during the burn period.
- (f) Burning shall not occur during actual or predicted low-level temperature inversions.
- (g) Burning may begin no earlier than 1 hour after sunrise and must end no later than 1 hour before sunset on the same day.
- (h) A responsible person must be present with fire-extinguishing equipment (e.g., water hose or other).
- (i) All residual fires or smoldering materials must be fully extinguished at the end of the burn.
- (j) Only vegetation generated on the burn site may be burned; no importation from other properties is allowed.

Section 17-4.407-Compliance; Liability

The authority to conduct outdoor burning under this regulation does not exempt or excuse any person responsible from the consequences, damages, or injuries resulting from the burning and does not exempt or excuse anyone from complying with all other applicable laws or ordinances, regulations, and orders of governmental entities having jurisdiction, even though the burning is otherwise conducted in compliance with this regulation.

Section 17-4.408

Enforcement; Penalty

- (a) Enforcement is vested in the Fire Marshal, Code Enforcement Officer, Police Officer, or their designees.
- (b) It is unlawful to obstruct or interfere with enforcement officials.
- (c) Violations may prompt immediate notice and prosecution in Municipal Court.
- (d) Unless otherwise provided by law, violations are misdemeanors punishable by a fine between \$500 and \$2000, with each day of continued violation being a separate offense.
- (e) Proof or allegation of a culpable mental state is not required for conviction.

Section 17-4.409

General Exceptions

The City incorporates by reference the exceptions in 30 TAC §§111.207–111.221, including but not limited to:

1. Fires for recreation, ceremony, cooking, or warmth (per §111.207), subject to §111.219(7).
2. Disposal fires (per §111.209, as modified):
 - a. Domestic waste burning at residences lacking waste collection service;
 - b. Burning diseased animal carcasses when necessary;
 - c. Veterinary disposal per Texas Occupations Code §801.361;
 - d. On-site burning of vegetation generated solely from the property, subject to local ordinance and applicable subsections of §111.219. City notification or approval is required. Such burning is subject to local ordinances that prohibit burning inside the corporate limits of a city or town and that are consistent with the Texas Clean Air Act, [Health and Safety

Code] chapter 382, subchapter E, Authority of Local Governments, and the requirements of 30 TAC 111.219(3), (4), (6), and (7);

Section 17-4.410

Savings, Repealer, and Severability

(a) All ordinances or parts in conflict with this Article are repealed to the extent of the conflict.

(b) If any provision or application of this Article is held invalid, the remainder remains effective.

(c) This Article is cumulative of other City ordinances unless explicitly amended.

Section 17-4.411

Effective Date

This ordinance shall become effective immediately upon passage, approval, and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Iowa Colony, Texas, on this ____ day of _____, 20__.

CITY OF IOWA COLONY, TEXAS

By: _____

Mayor

ATTEST:

City Secretary



City Council Agenda Item Request Form

Item 23.

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

Date: October 11, 2025

Department Making Request: 36 - Fire Marshal

Person Making Request: Albert Cantu

Item Type: Ordinance

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Outdoor Burning

Explanation/Justification Details:

To adopt new ordinance to allow outdoor burning inside the incorporated city limits of Iowa Colony.

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

Council Agenda.

City Secretary



CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Item 24.

Monday, October 06, 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 6th day of October 2025, the City Council of the City of Iowa Colony, Texas, held a meeting 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 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 5:30 P.M.

INVOCATION

Councilmember 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 to reaffirm appointments to the Charter Review Commission.
Motion made by Councilmember Varlack to remove previous appointments to the charter review commission to comply with the City Charter and to reaffirm the following appointments as listed below:
Robert Wall
Carol Wall
Margaret Madrianga
Brenda Ledbetter
Lisco Scott

Leslie Hayes
Brenda Dillon

Seconded by Mayor Pro Tem Greene-Scott.

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 6:14 P.M.

APPROVED THIS 17th DAY OF NOVEMBER 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



Monday, November 3, 2025

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

Re: Sterling Lakes North Section 2 – Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. 2498 (WSD), 2758 (Paving)
Adico, LLC Project No. 16007-4-437 (WSD), 16007-4-449 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final acceptance of Sterling Lakes North Section 2 – Water, Sanitary, Drainage and Paving Facilities.

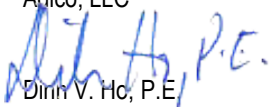
City Council approved the project into the One Year Maintenance Period on March 11, 2024. Adico attended a final reinspection on April 15, 2025, with all outstanding punch list items addressed on October 24, 2025. Therefore, Adico, LLC recommends final acceptance of facilities, effective November 17, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-437, 449



October 24, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sterling Lakes North Sec 2
for Brazoria County Municipal Utility District No. 31

Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 15, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

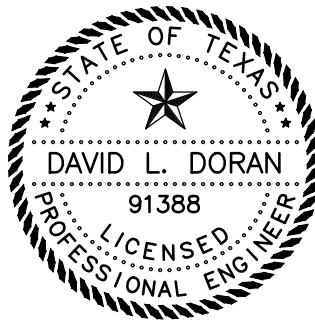
As of October 24, 2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,



David L. Doran, P.E., CCM
Partner, Construction Management

DLD/js



P:\610.002 Sterling Lakes - BCMUD 31\014 Sterling Lakes N. Sec. 2\Construction\Acceptance Packages - Folder Template\City of Iowa Colony\1
Year Acceptance\Sterling Lakes North Sec 2 - 1-Year Punchlist Completion Letter.docx

Monday, March 4, 2024

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

Re: Sterling Lakes North Section 2 – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2498 (WSD), 2758 (Paving)
Adico, LLC Project No. 16007-4-437 (WSD), 16007-4-449 (Paving)

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 2 – Water and Sanitary Facilities. The final inspection was completed on December 12, 2023, with all outstanding punch list items addressed on February 20, 2024.

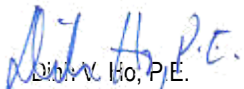
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 2 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-437, 449

CERTIFICATION OF INFRASTRUCTURE FOR:

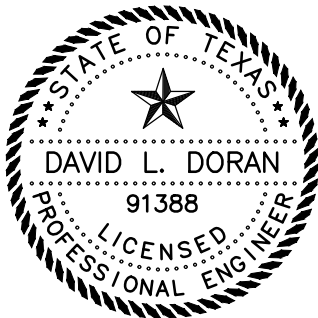
Sterling Lakes North Section 2

(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

February 23, 2024

A handwritten signature in blue ink that reads "David L. Doran".

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7802

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Fire Insurance Company

State Where Surety is Incorporated: Connecticut

d. Oblige(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 North Section 2

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ 722,078.13

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:

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL:

By: _____

Signature

Ivan Dimes

Print or Type Signer's Name

Vice President

Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800099

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

- 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 Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 2

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

- f. Bond Amount: \$ 556,400.00

- 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:

By: _____

Janeal
Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

By: _____

RR
Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800099 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 2

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

24-35
E:\V10.002 Sterling Lakes - BCMUD 31\014 Sterling Lakes N. Sec. 2\Drawings\TITLE SHEET & GENERAL NOTES.dwg 3/27/2023 8:56 AM
Item 25.

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES NORTH SEC. 2

BRAZORIA COUNTY, TX M.U.D. NO. 31

BRAZORIA COUNTY, TX

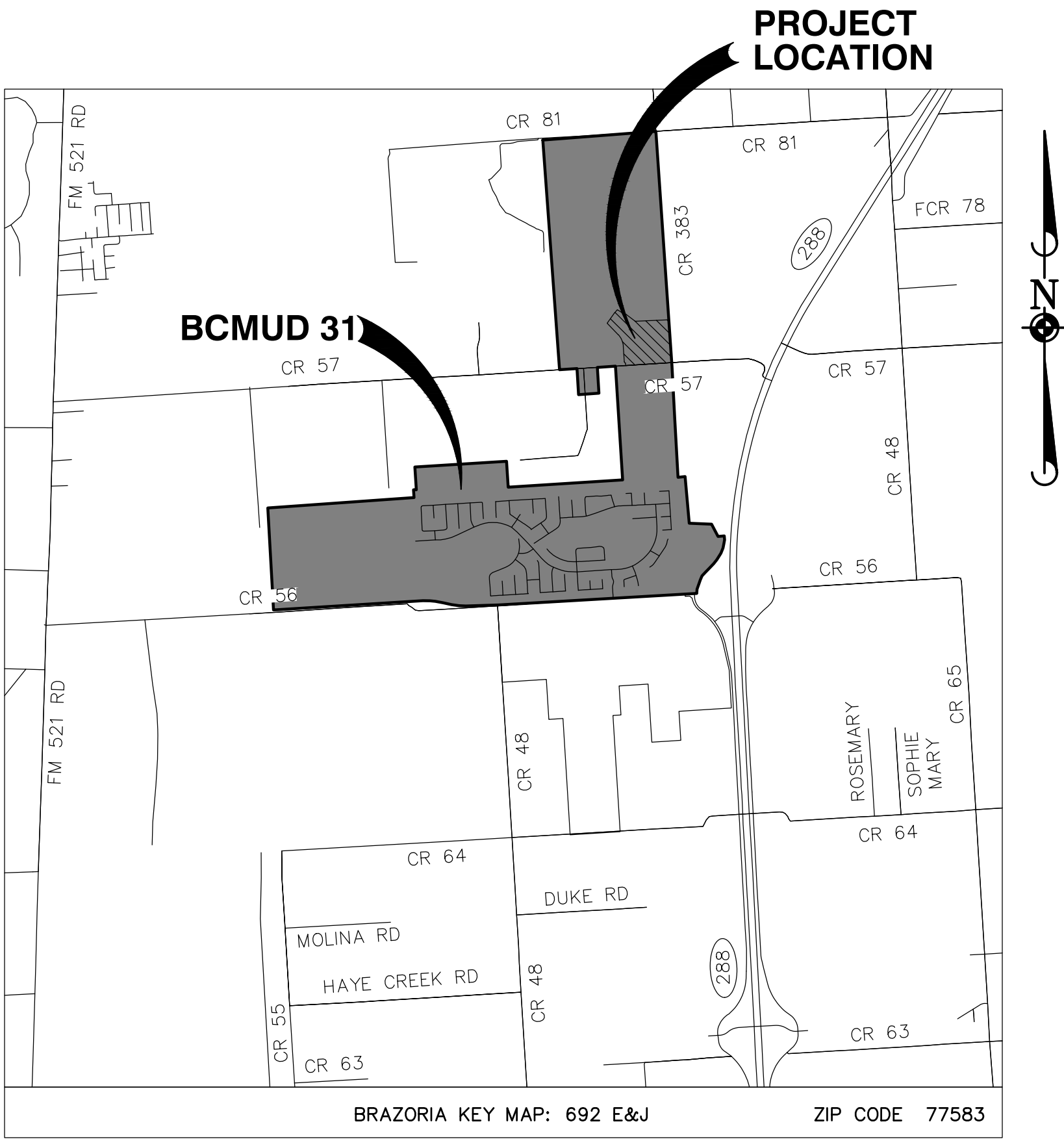
PROJECT NO. 610.002.014.00

SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER & SANITARY OVERALL
4	DRAINAGE SERVICE AREA MAP
5	DRAINAGE OVERALL
6	OFFSITE DRAINAGE OVERALL
7	DRAINAGE CALCULATIONS
8	GRADING OVERALL
9	STORM WATER POLLUTION PREVENTION PLAN
10	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
11	CONNECTION TO EX. SANITARY SEWER
12	JADE HILL DRIVE
13	SAPPHIRE HILLS DRIVE (STA 0+00 TO 6+00)
14	SAPPHIRE HILLS DRIVE (STA 6+00 TO 10+00)
15	ROSE COURT DRIVE
16	AMBER RIDGE DRIVE
17	RUBY OAKS DRIVE
18	GREEN JADE DRIVE & TURQUOISE HILL DRIVE
19	OUTFALL
20	WATERLINE DETAILS - 1
21	WATERLINE DETAILS - 2
22	SANITARY SEWER DETAILS - 1
23	SANITARY SEWER DETAILS - 2
24	SANITARY SEWER DETAILS - 3
25	STORM SEWER DETAILS - 1
26	STORM SEWER DETAILS - 2
27	STORM SEWER DETAILS - 3
28	STORM SEWER DETAILS - 4
29	STORM WATER POLLUTION PREVENTION DETAILS - 1
30	STORM WATER POLLUTION PREVENTION DETAILS - 2
31	PAVING DETAILS - 1
32	PAVING DETAILS - 2
33	PAVING DETAILS - 3
34	PAVING DETAILS - 4
35	SLOPE PAVING DETAIL

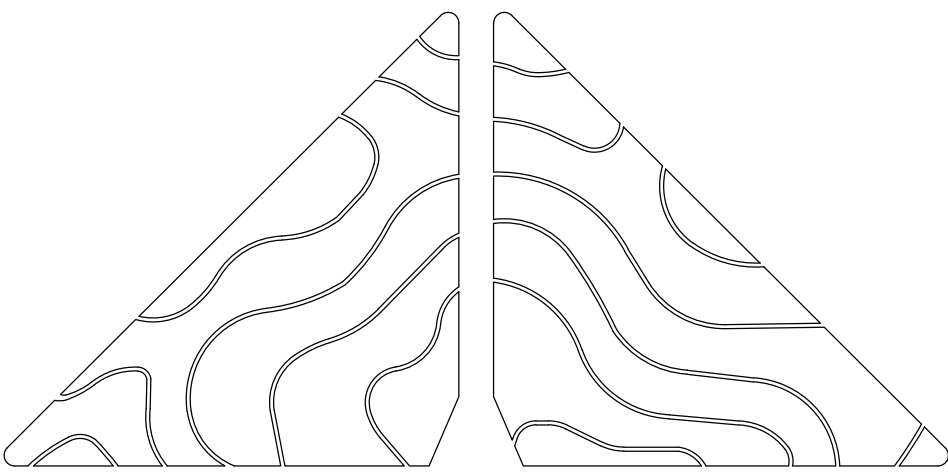
ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

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.



LOCATION MAP

1"=1/4 mile



ELEVATION

land solutions

TBPE REGISTRATION NUMBER F-22671

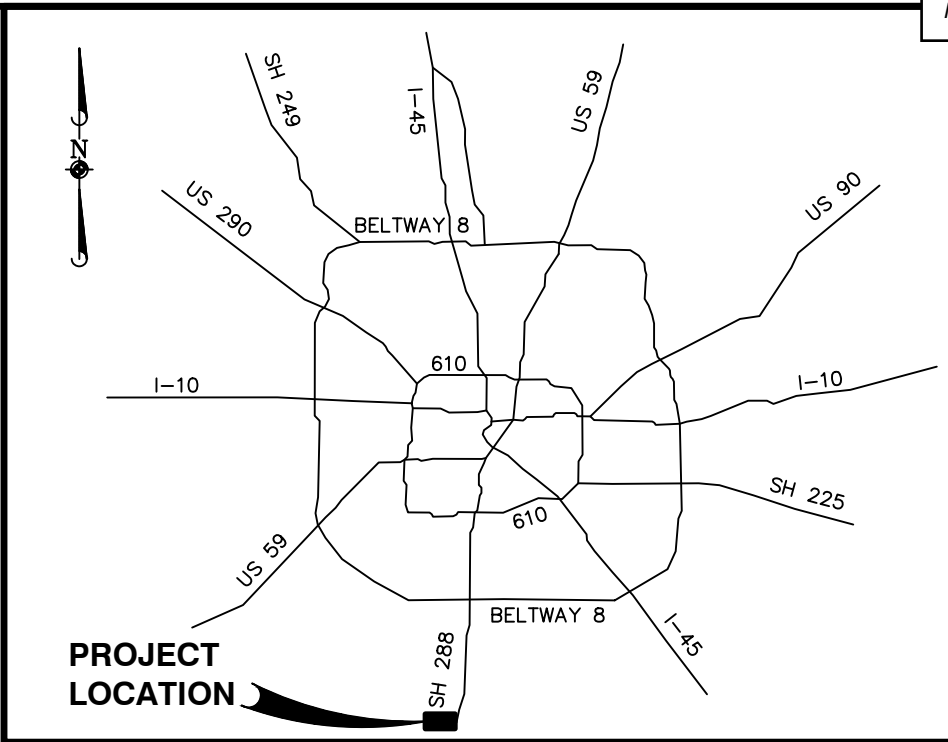
RECORD DRAWING

02/21/2024

THIS PROJECT WAS CONSTRUCTED IN GENERAL
CONFORMANCE WITH THESE PLANS, AND ELEVATIONS
ON THESE DRAWINGS REPRESENT WHAT WAS
CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

Thomas Hanson

APPROVED, ADICO, LLC 06052023



Monday, March 4, 2024

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

Re: Sterling Lakes North Section 2 – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2498 (WSD), 2758 (Paving)
Adico, LLC Project No. 16007-4-437 (WSD), 16007-4-449 (Paving)

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 2 – Storm and Paving Facilities. The final inspection was completed on December 12, 2023, with all outstanding punch list items addressed on February 20, 2024.

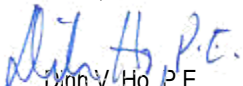
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 2 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-437, 449

CERTIFICATION OF INFRASTRUCTURE FOR:

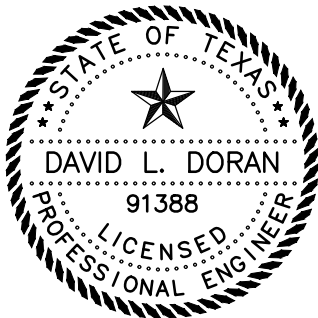
Sterling Lakes North Section 2

(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

February 23, 2024

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7802

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Fire Insurance Company

State Where Surety is Incorporated: Connecticut

d. Oblige(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 North Section 2

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ 722,078.13

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:

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL:

By: _____

Signature

Ivan Dimes

Print or Type Signer's Name

Vice President

Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800099

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

- 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 Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 2

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

- f. Bond Amount: \$ 556,400.00

- 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:

By: _____

Janeal
Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

By: _____

RR
Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800099 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 2

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

24x36

P:\610-002 Sterling Lakes - BCMUD 31\014 Sterling Lakes N. Sec. 2\dwg_Plan Set Drawings\TITLE SHEET & GENERAL NOTES.dwg_3/27/2023 8:56 AM

EVATION LAND SOLUTIONS - STERLING LAKES NORTH SEC. 2 - PROJECT NO. 610.002.014.00

Monday, November 3, 2025

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

Re: Sterling Lakes North Section 3 – Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. 2496 (WSD), 2788 (Paving)
Adico, LLC Project No. 16007-4-438 (WSD), 16007-4-452 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final acceptance of Sterling Lakes North Section 3 – Water, Sanitary, Drainage and Paving Facilities.

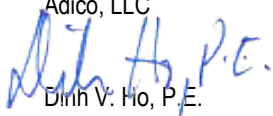
City Council approved the project into the One Year Maintenance Period on March 11, 2024. Adico attended a final reinspection on April 16, 2025, with all outstanding punch list items addressed on October 24, 2025. Therefore, Adico, LLC recommends final acceptance of facilities, effective November 17, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-438, 452



October 24, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sterling Lakes North Sec 3
for Brazoria County Municipal Utility District No. 31

Mr. Ho,

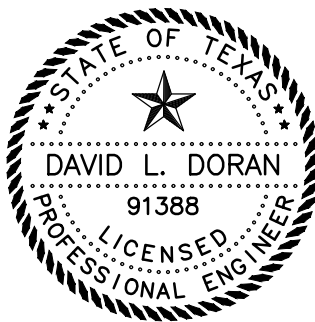
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 16, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of October 24, 2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management

DLD/js



P:\610.002 Sterling Lakes - BCMUD 31\016 Sterling Lakes N. Sec 3\Construction\Acceptance Packages - Folder Template\City of Iowa Colony\1 Year Acceptance\Sterling Lakes North Sec 3 - 1-Year Punchlist Completion Letter.docx

Monday, March 4, 2024

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

Re: Sterling Lakes North Section 3 – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2496 (WSD), 2788 (Paving)
Adico, LLC Project No. 16007-4-438 (WSD), 16007-4-452 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 3 – Water and Sanitary Facilities. The final inspection was completed on December 12, 2023, with all outstanding punch list items addressed on February 20, 2024.

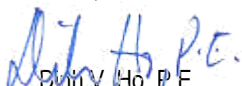
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 3 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-438, 452

CERTIFICATION OF INFRASTRUCTURE FOR:

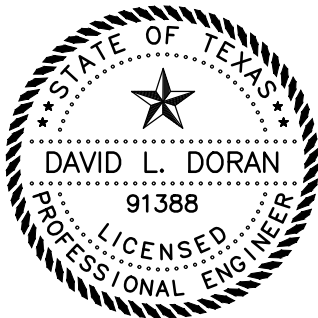
Sterling Lakes North Section 3

(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

February 23, 2024

A handwritten signature in blue ink that reads "David L. Doran".

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7803

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Fire Insurance Company

State Where Surety is Incorporated: Connecticut

d. Oblige(e)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 North Section 3

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ 563,225.00

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 Obligees, 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 Obligees 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 Obligees under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL

By: _____

Signature

Iran Dima

Print or Type Signer's Name

Vice President +

Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC

Agency Code: 61-615323

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800100

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

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 Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 3

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 587,250.00

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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800100 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 3

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

Monday, March 4, 2024

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

Re: Sterling Lakes North Section 3 – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2496 (WSD), 2788 (Paving)
Adico, LLC Project No. 16007-4-438 (WSD), 16007-4-452 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 3 – Storm and Paving Facilities. The final inspection was completed on December 12, 2023, with all outstanding punch list items addressed on February 20, 2024.

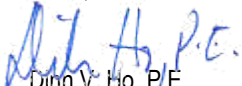
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 3 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-438, 452

CERTIFICATION OF INFRASTRUCTURE FOR:

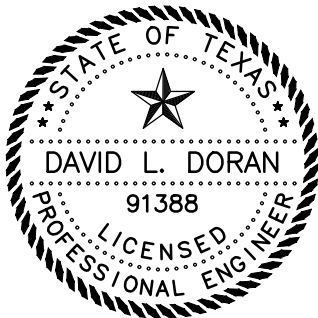
Sterling Lakes North Section 3

(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

February 23, 2024

A handwritten signature in blue ink that reads "David L. Doran".

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

CITY OF IOWA COLONY MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7803

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Fire Insurance Company

State Where Surety is Incorporated: Connecticut

d. Oblige(e)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 North Section 3

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ 563,225.00

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 Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY:

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL

By: _____

Signature

Iran Dima

Print or Type Signer's Name

Vice President

Signer's Title

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC

Agency Code: 61-615323

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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Austin, TX 78714-9104

Fax: (512) 490-1007

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E-mail: ConsumerProtection@tdi.texas.gov

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P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800100

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

- 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 Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 3

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

- f. Bond Amount: \$ 587,250.00

- 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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800100 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 3

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES NORTH SEC. 3

BRAZORIA COUNTY, TX M.U.D. NO.31

BRAZORIA COUNTY, TX

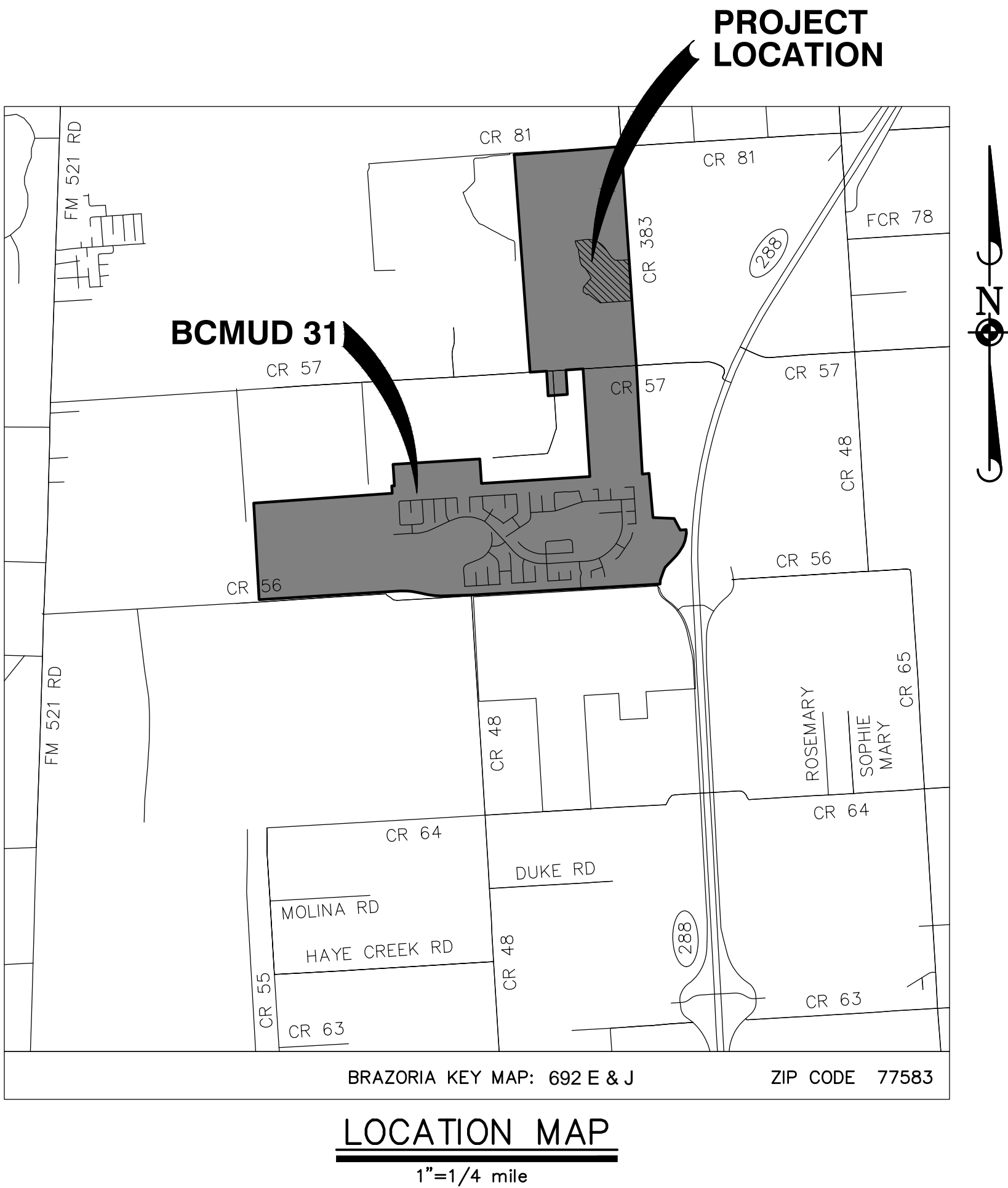
PROJECT NO. 610.002.016.00

SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER & SANITARY OVERALL (1 OF 2)
4	WATER & SANITARY OVERALL (2 OF 2)
5	DRAINAGE SERVICE AREA MAP
6	DRAINAGE OVERALL (1 OF 2)
7	DRAINAGE OVERALL (2 OF 2)
8	DRAINAGE CALCULATIONS
9	GRADING OVERALL (1 OF 2)
10	GRADING OVERALL (2 OF 2)
11	STORM WATER POLLUTION PREVENTION PLAN
12	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
13	JADE HILL DRIVE (STA 4+00 TO 11+00)
14	JADE HILL DRIVE (STA 11+00 TO 17+50)
15	EMERALD PINE DRIVE (STA 0+00 TO 7+00)
16	MOONSTONE LAKE DRIVE & TURQUOISE HILL DRIVE
17	TOURMALINE DRIVE (STA 0+00 TO 6+50)
18	TOURMALINE DRIVE (STA 6+50 TO 10+82)
19	JASPER OAKS DRIVE STA (0+00 TO 6+00)
20	JASPER OAKS DRIVE (STA 6+00 TO 10+50)
21	OUTFALL
22	WATERLINE DETAILS - 1
23	WATERLINE DETAILS - 2
24	SANITARY SEWER DETAILS - 1
25	SANITARY SEWER DETAILS - 2
26	SANITARY SEWER DETAILS - 3
27	STORM SEWER DETAILS - 1
28	STORM SEWER DETAILS - 2
29	STORM SEWER DETAILS - 3
30	STORM SEWER DETAILS - 4
31	STORM WATER POLLUTION PREVENTION DETAILS - 1
32	STORM WATER POLLUTION PREVENTION DETAILS - 2
33	PAVING DETAILS - 1
34	PAVING DETAILS - 2
35	PAVING DETAILS - 3
36	PAVING DETAILS - 4
37	SLOPE PAVING DETAIL

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

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.



Monday, November 3, 2025

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

Re: Sterling Lakes North Section 5 – Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Acceptance of Facilities
City of Iowa Colony Project No. 2800 (WSD), 3024 (Paving)
Adico, LLC Project No. 16007-4-454 (WSD), 16007-4-464 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final acceptance of Sterling Lakes North Section 5 – Water, Sanitary, Drainage and Paving Facilities.

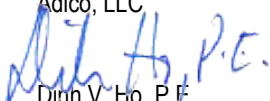
City Council approved the project into the One Year Maintenance Period on March 11, 2024. Adico attended a final reinspection on May 6, 2025, with all outstanding punch list items addressed on October 20, 2025. Therefore, Adico, LLC recommends final acceptance of facilities, effective November 17, 2025, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-454, 464



October 20, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sterling Lakes North Sec 5
for Brazoria County Municipal Utility District No. 31

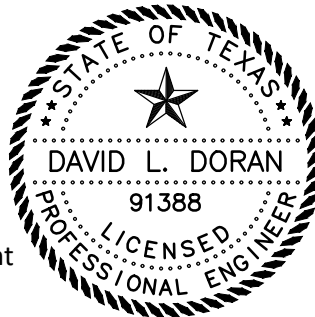
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on 5/6/2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of 10/17/2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



DLD/js

P:\610.002 Sterling Lakes - BCMUD 31\018 Sterling Lakes N. Sec 5\Construction\Acceptance Packages - Folder Template\City of Iowa Colony\1 Year Acceptance\Sterling Lakes North Sec 5 - 1-Year Punchlist Completion Letter.docx

Monday, March 4, 2024

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

Re: Sterling Lakes North Section 5 – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 2800 (WSD), 3024 (Paving)
Adico, LLC Project No. 16007-4-454 (WSD), 16007-4-464 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 5 – Water and Sanitary Facilities. The final inspection was completed on February 9, 2024, with all outstanding punch list items addressed on February 15, 2024.

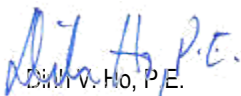
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 5 – Water and Sanitary Facilities into the One-Year Maintenance Period. Infrastructure approval is contingent on the approval of the Sterling Lakes North Section 4 Early Plat Application, currently on the agenda. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


D.M. V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-454, 464

CERTIFICATION OF INFRASTRUCTURE FOR:

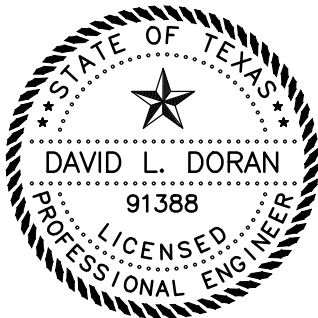
Sterling Lakes North Section 5

(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

February 23, 2024

A handwritten signature in blue ink that reads "David L. Doran".

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7806

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Casualty Insurance Company

State Where Surety is Incorporated: Connecticut

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 North Section 5

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ \$586,500.41

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: Hartford Casualty Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

By: _____

Signature

Print or Type Signer's Name

Signer's Title

ATTACH POWER OF ATTORNEY

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC

Agency Code: 61-615323

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CITY OF IOWA COLONY MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800102

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

d. Oblige(e)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 Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 5

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 614,250.00

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:

By: _____

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

By: _____

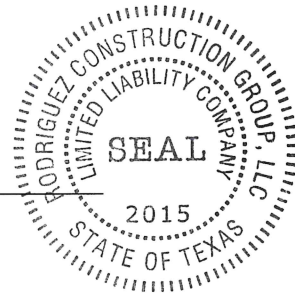
Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800102 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 5

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

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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.

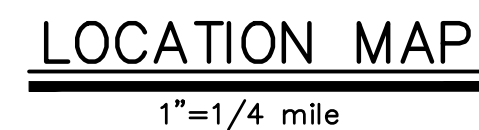
24x36

STERLING LAKES NORTH SEC. 5

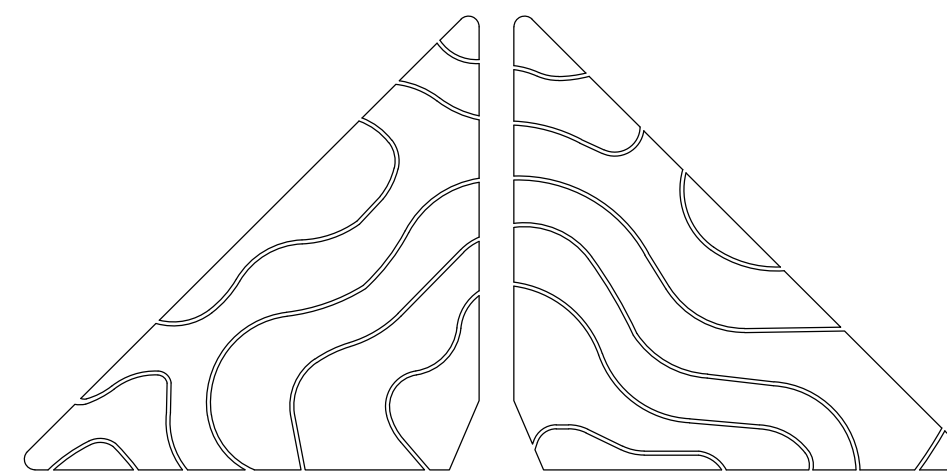
BRAZORIA COUNTY, TX

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32 SLOPE PAVING DETAIL



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.



RECORD DRAWING
02/21/2024
*THIS PROJECT WAS CONSTRUCTED IN GENERAL
CONFORMANCE WITH THESE PLANS, AND ELEVATIONS
ON THESE DRAWINGS REPRESENT WHAT WAS
CONSTRUCTED WITHIN ENGINEERING TOLERANCES.*



Monday, March 4, 2024

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

Re: Sterling Lakes North Section 5 – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 2800 (WSD), 3024 (Paving)
Adico, LLC Project No. 16007-4-454 (WSD), 16007-4-464 (Paving)

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 5 – Storm and Paving Facilities. The final inspection was completed on February 9, 2024, with all outstanding punch list items addressed on February 15, 2024.

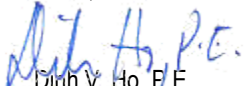
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 5 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-454, 464

CERTIFICATION OF INFRASTRUCTURE FOR:

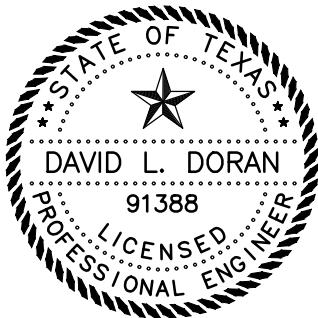
Sterling Lakes North Section 5

(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

February 23, 2024

A handwritten signature in blue ink that reads "David L. Doran".

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*9709 Lakeside Blvd. Suite 200*Address*The Woodlands, TX 77381*City, State and Zip Code*(832) 823-2200*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 61BSBJC7806

b. Principal: Dimas Bros. Construction, L.L.C.

c. Surety:

Name: Hartford Casualty Insurance Company

State Where Surety is Incorporated: Connecticut

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 North Section 5

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ \$586,500.41

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: Hartford Casualty Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

By: _____

Signature

Print or Type Signer's Name

Signer's Title

ATTACH POWER OF ATTORNEY

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC

Agency Code: 61-615323

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CITY OF IOWA COLONY MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800102

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

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 Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 5

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Paving

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 614,250.00

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:

By: _____

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

By: _____

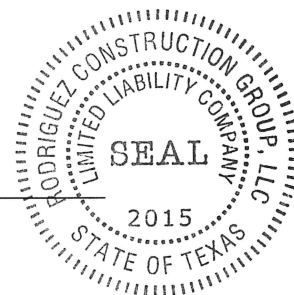
Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS24800102 **Principal:** Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 5

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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 5th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024.

Leigh Anne Henican



The Gray Insurance Company
The Gray Casualty & Surety Company

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24-36
E:\V10.002 Sterling Lakes - BCMUD 31\1018 Sterling Lakes N. Sec 5\Drawings\TITLE SHEET & GENERAL NOTES.dwg, 6/23/2023 11:09 AM

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES NORTH SEC. 5

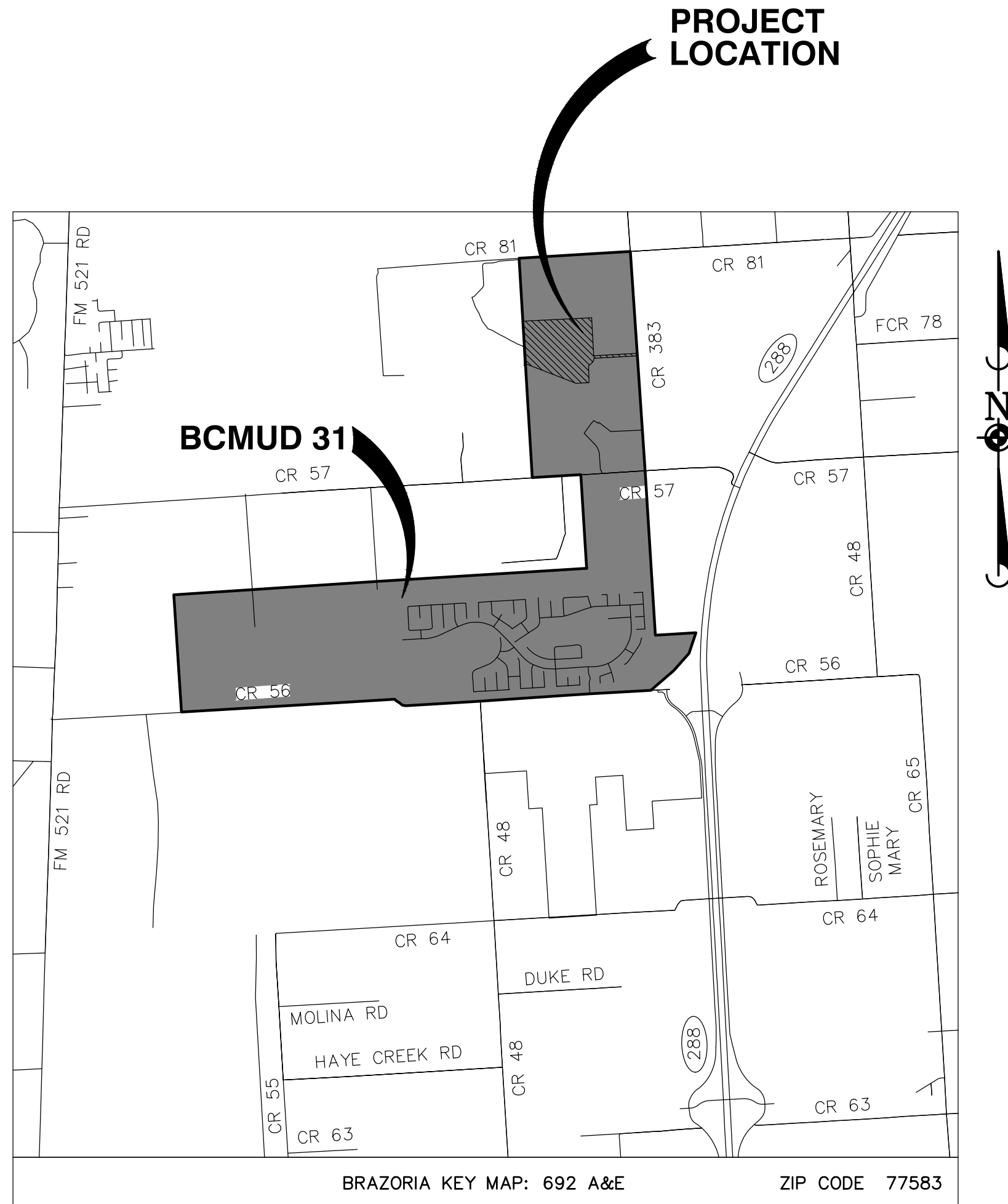
BRAZORIA COUNTY, TX M.U.D. NO. 31

BRAZORIA COUNTY, TX

PROJECT NO. 610.002.018.00

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25	STORM SEWER DETAILS - 4
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27	STORM WATER POLLUTION PREVENTION DETAILS - 2
28	PAVING DETAILS - 1
29	PAVING DETAILS - 2
30	PAVING DETAILS - 3
31	PAVING DETAILS - 4
32	SLOPE PAVING DETAIL



LOCATION MAP

1"=1/4 mile

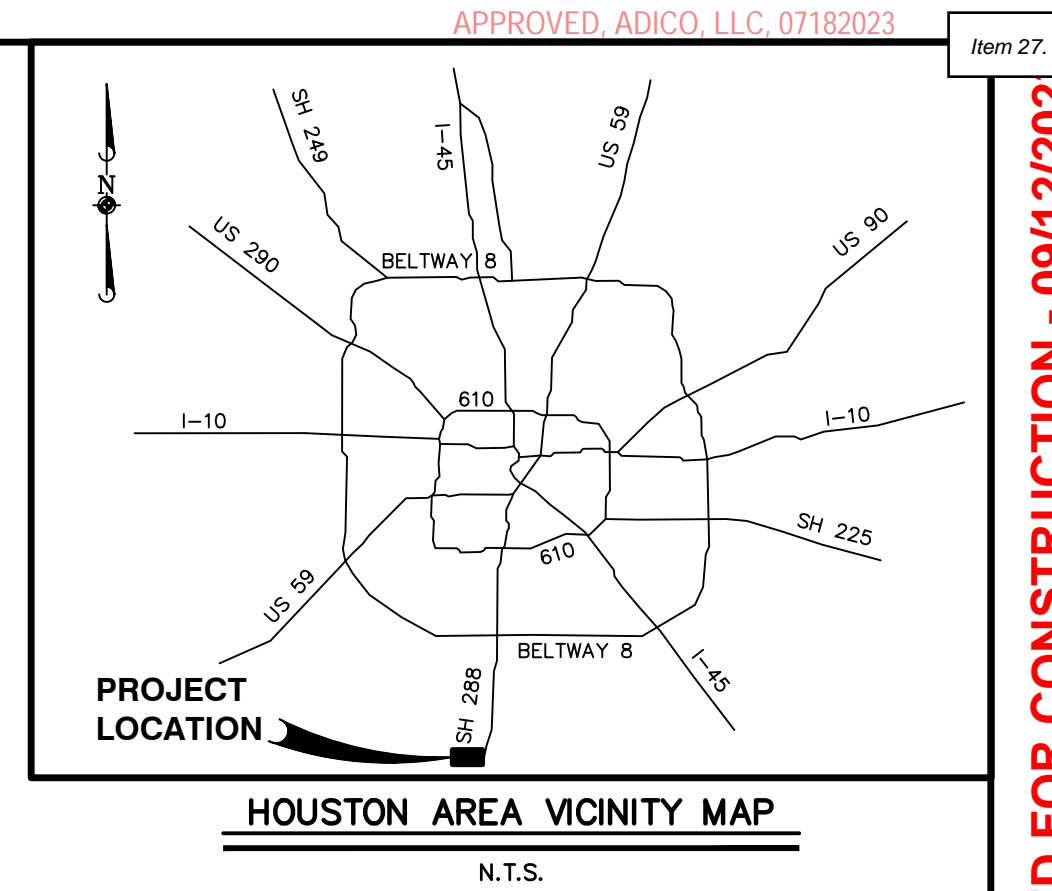
ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY
C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093,
INSPECTIONS@ADICO-LLC.COM)

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE
CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER
PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES
ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS
OR METHODS OF CONSTRUCTION.

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671

RECORD DRAWING
02/21/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL
CONFORMANCE WITH THESE PLANS, AND ELEVATIONS
ON THESE DRAWINGS REPRESENT WHAT WAS
CONSTRUCTED WITHIN ENGINEERING TOLERANCES.



BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C
LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH
OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991
ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A 3/4" IRON ROD WITH CAP SET ON THE EAST SIDE OF
COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE
INTERSECTION OF COUNTY ROAD 57 AND COUNTY ROAD 383.

ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

SUBDIVISION IS LOCATED PARTIALLY IN ZONE "X" WITH NO BASE FLOOD BASE
ELEVATION REQUIRED AND PARTIALLY LOCATED IN "AE" WITH A BASE FLOOD
ELEVATION OF 53.0. THIS INFORMATION IS BASED ON BRAZORIA COUNTY MAP
48039, PANEL 100K, DATED DECEMBER 30, 2020.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR
STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON
RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT
SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
07/31/2023	UPDATED CONSTRUCTION DETAILS	TH
08/12/2023	UPDATED GRADING OVERALL	NB
08/20/2023	UPDATED GRADING OVERALL	NB

ENGINEER'S SEAL
DE H. NGUYEN, P.E.
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 623-2200
06/23/2023
129536
PROFESSIONAL ENGINEER
De H. Nguyen

TBPE NO. F-22671

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL
COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY
THE CITY OF IOWA COLONY.
ROBERT HEMMINGER, CITY MANAGER
DATE 7/18/2023
DINH HO, P.E., CITY ENGINEER
DATE 07182023
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: DHN DFT: MWD
DSN: JSL DATE: Jun-23

SHEET 1 OF 32

Item 27.
ISSUED FOR CONSTRUCTION - 09/12/2023
ELEVATION LAND SOLUTIONS - STERLING LAKES NORTH SEC. 5 - PROJECT NO. 610.002.018.00

Monday, November 3, 2025

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

Re: Sterling Lakes North Section 6 – Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Acceptance Facilities
City of Iowa Colony Project No. 3007 (WSD), 3254 (Paving)
Adico, LLC Project No. 16007-4-462 (WSD), 16007-4-479 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC reviewed the request for final acceptance of Sterling Lakes North Section 6 – Water, Sanitary, Drainage and Paving Facilities.

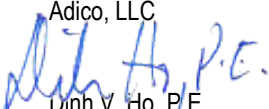
City Council approved the project into the One Year Maintenance Period on April 8, 2024. Adico attended a final reinspection on April 23, 2025, with all outstanding punch list items addressed on October 15, 2025. Therefore, Adico, LLC recommends final acceptance of facilities, effective November 17, 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 following items:

1. Letter of Recommendation for Placement into the One Year Maintenance Period
2. Engineer of Record Certification Letter
3. Maintenance Bond
4. As-Builts (cover only)

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-462, 479



October 15, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
205 E. Edgewood Drive
Friendswood, Texas 77546

Re: Final Inspection – Punchlist Completion
Construction of Water, Sanitary, Drainage and Paving Facilities for Sterling Lakes North Section 6
for Brazoria County Municipal Utility District No. 31

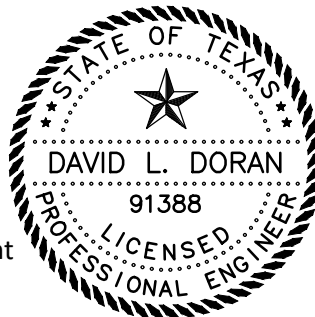
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on April 23, 2025, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of September 16, 2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



DLD/js

P:\610.002 Sterling Lakes - BCMUD 31\019 Sterling Lakes N. Sec 6\Construction\Acceptance Packages - Folder Template\City of Iowa Colony\1 Year Acceptance\Sterling Lakes North Sec 6 - 1-Year Punchlist Completion Letter.docx

Wednesday, April 3, 2024

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

Re: Sterling Lakes North Section 6 – Water and Sanitary Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. 3007 (WSD), 3254 (Paving)
Adico, LLC Project No. 16007-4-462 (WSD), 16007-4-479 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 6 – Water and Sanitary Facilities. The final inspection was completed on March 20, 2024, with all outstanding punch list items addressed on March 20, 2024.

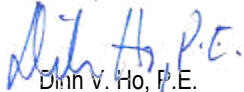
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 6 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective April 8, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-462, 479

CERTIFICATION OF INFRASTRUCTURE FOR:

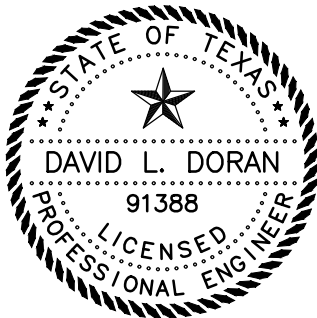
Sterling Lakes North Section 6

(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

March 20, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.



Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 31
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Sterling Lakes North Section 6

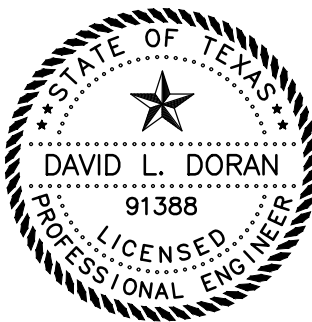
CONTRACTOR: Dimas Bros. Construction and Rodriguez Construction Group, LLC
2003 Center St. 2647 Jo Ann St.
Richmond, Texas 77469 Stafford, Texas 77477

ENGINEER: Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of March 20, 2024; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



March 20, 2024

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 61BSBJC7807
- b. Principal: Dimas Bros. Construction, L.L.C.
- c. Surety:
Name: Hartford Casualty Insurance Company
State Where Surety is Incorporated: Connecticut
- 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 North Section 6
General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage 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: \$ \$404,202.95
- 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: Hartford Casualty Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: _____

Signature

Rebecca Garza

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

By: _____

Signature

Ion Dimas

Print or Type Signer's Name

Vice President

Signer's Title

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

Item 28.

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 61-615323

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

24-30
F:\10.002 Sterling Lakes - BMUD 31\019 Sterling Lakes N. Sec 6\Drawings\Title Sheet & General Notes.dwg
241

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES
FOR

STERLING LAKES NORTH SEC. 6

BRAZORIA COUNTY, TX M.U.D. NO. 31

BRAZORIA COUNTY, TX

PROJECT NO. 610.002.019.00

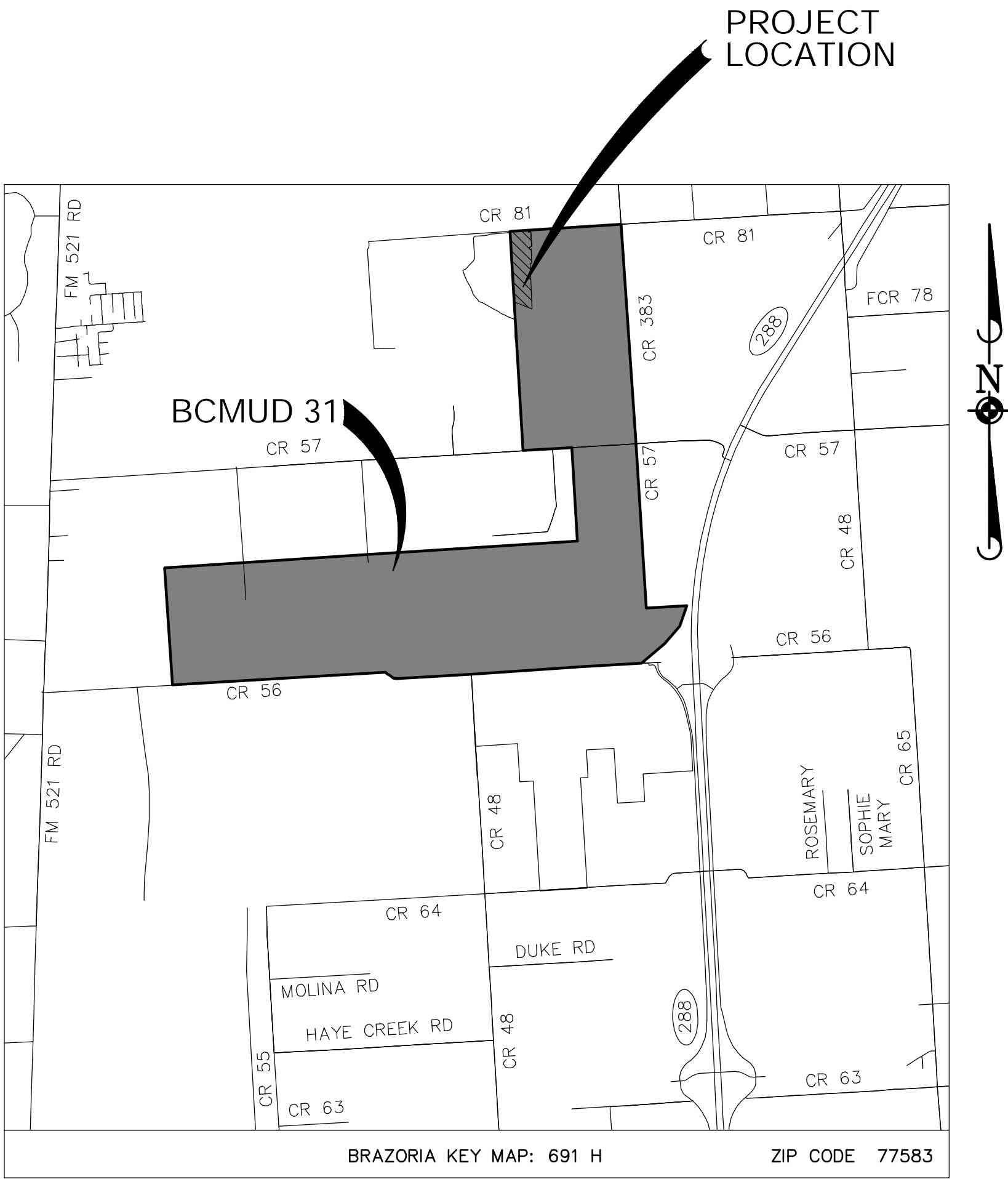
SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	WATER & SANITARY OVERALL
4	DRAINAGE SERVICE AREA MAP
5	DRAINAGE OVERALL
6	DRAINAGE CALCULATIONS
7	GRADING OVERALL
8	STORM WATER POLLUTION PREVENTION PLAN
9	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
10	VALLEY OPAL DRIVE & AQUAMARINE LANE
11	TEMPEST STONE DRIVE STA (0+00 TO 7+50)
12	PHANTOM QUARTZ LANE STA (7+50 TO 11+50)
13	INDIAN JADE LANE
14	OUTFALL 1
15	WATERLINE DETAILS - 1
16	WATERLINE DETAILS - 2
17	SANITARY SEWER DETAILS - 1
18	SANITARY SEWER DETAILS - 2
19	SANITARY SEWER DETAILS - 3
20	STORM SEWER DETAILS - 1
21	STORM SEWER DETAILS - 2
22	STORM SEWER DETAILS - 3
23	STORM SEWER DETAILS - 4
24	STORM WATER POLLUTION PREVENTION DETAILS - 1
25	STORM WATER POLLUTION PREVENTION DETAILS - 2
26	PAVING DETAILS - 1
27	PAVING DETAILS - 2
28	PAVING DETAILS - 3
29	PAVING DETAILS - 4
30	SLOPE PAVING DETAIL

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

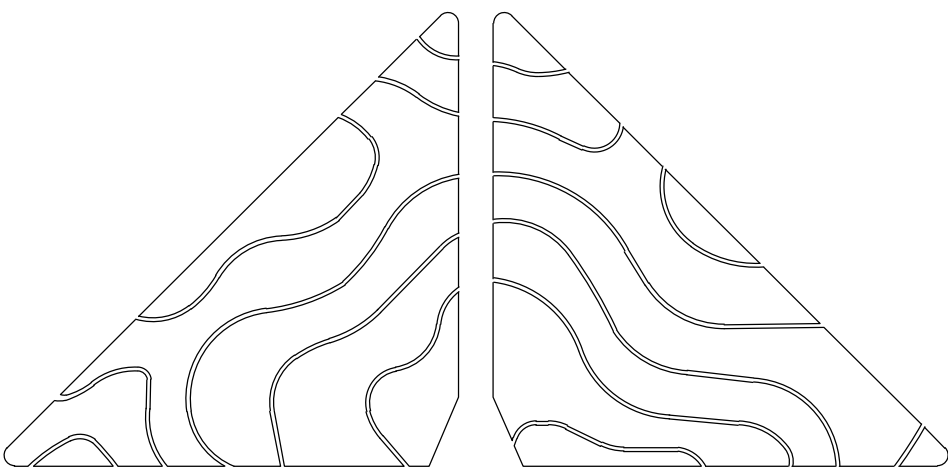
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY
C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093,
INSPECTIONS@ADICO-LLC.COM)
48 HOURS BEFORE COMMENCING WORK.

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.



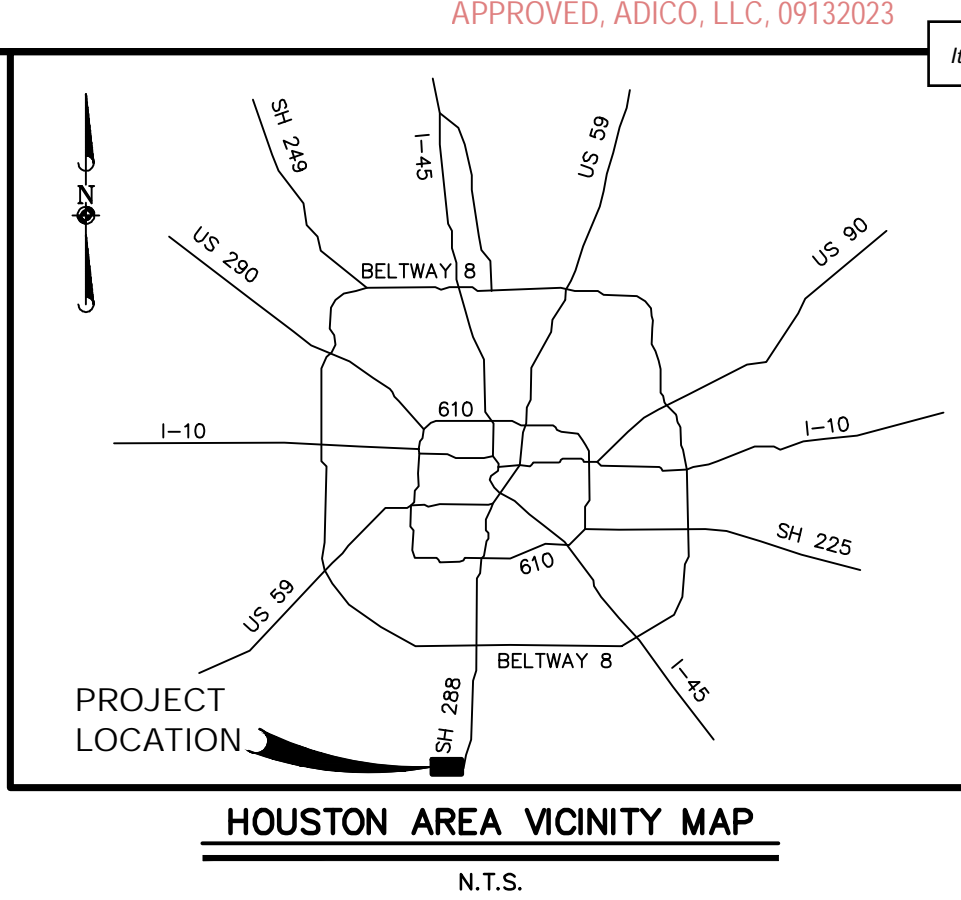
LOCATION MAP

1"=1/4 mile



ELEVATION
land solutions

TBPE REGISTRATION NUMBER F-22671



BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C
LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH
OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991
ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A 3/4" IRON ROD WITH CAP SET ON THE EAST SIDE OF
COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE
INTERSECTION OF COUNTY ROAD 57 AND COUNTY 393.

ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

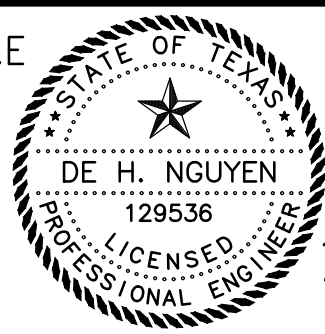
SUBDIVISION IS LOCATED PARTIALLY IN ZONE "X" WITH NO BASE FLOOD BASE
ELEVATION REQUIRED AND PARTIALLY LOCATED IN "AE" WITH A BASE FLOOD
ELEVATION OF 53.0. THIS INFORMATION IS BASED ON BRAZORIA COUNTY MAP
48039, PANEL 110K, DATED DECEMBER 30, 2020.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR
STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON
RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT
SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
9/20/2023	REVISED LOT GRADING	NB

TITLE SHEET

ENGINEER'S SEAL
DE H. NGUYEN, P.E.
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200

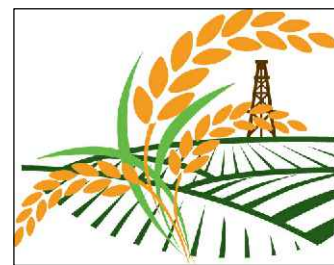


TBPE NO. F-22671

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL
COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY
THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER
DATE 9/13/2023
DATE 09132023
DATE



CITY OF
IOWA
COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: DHN DFT: BNJ

DSN: JSL DATE: 8/9/23

SHEET 1 OF 30

RECORD DRAWING
03/15/2024

THIS PROJECT WAS CONSTRUCTED IN GENERAL
CONFORMANCE WITH THESE PLANS, AND ELEVATIONS
ON THESE DRAWINGS REPRESENT WHAT WAS
CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

THOMAS HANSEN

ISSUED FOR
CONSTRUCTION

Issue Date - 09/13/2023

ELEVATION LAND SOLUTIONS - STERLING LAKES NORTH SEC. 6 - PROJECT NO. 610.002.019.00

Wednesday, April 3, 2024

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

Re: Sterling Lakes North Section 6 – Storm and Paving Facilities
Recommendation for Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 3007 (WSD), 3254 (Paving)
Adico, LLC Project No. 16007-4-462 (WSD), 16007-4-479 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 6 – Storm and Paving Facilities. The final inspection was completed on March 20, 2024, with all outstanding punch list items addressed on March 20, 2024.


Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Sterling Lakes North Section 6 – Storm and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective April 8, 2024, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-462, 479

CERTIFICATION OF INFRASTRUCTURE FOR:

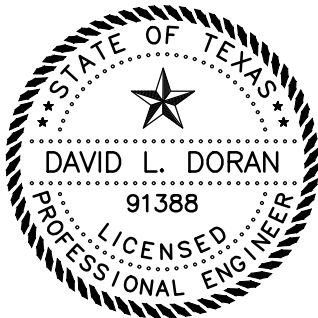
Sterling Lakes North Section 6

(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

March 20, 2024

David L. Doran

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.



Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 31
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Sterling Lakes North Section 6

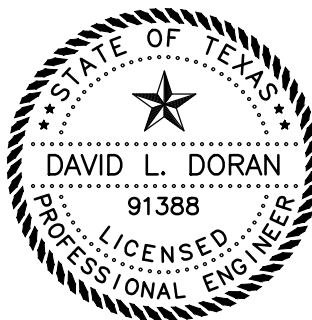
CONTRACTOR: Dimas Bros. Construction and Rodriguez Construction Group, LLC
2003 Center St. 2647 Jo Ann St.
Richmond, Texas 77469 Stafford, Texas 77477

ENGINEER: Elevation Land Solutions
9709 Lakeside Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of March 20, 2024; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L. Doran, P.E., CCM
Partner, Construction Management



March 20, 2024

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GS24800077

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

Astro Sterling Lakes North, LP obo

d. Oblige(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 Oblige, so leave this line blank.)

If there is more than one Oblige, then the terms "Oblige" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31

Subdivision involved: Sterling Lakes North Section 6

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): 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: \$ 318,375.00

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:

By: _____

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

By: _____

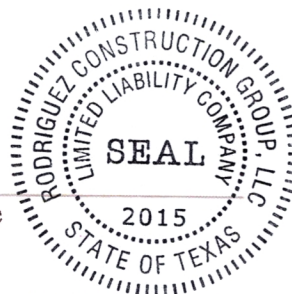
Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY****GENERAL POWER OF ATTORNEY****Bond Number:** GS24800077 **Principal:** Rodriguez Construction Group, LLC**Project:** One Year Maintenance Bond for Construction of Paving Facilities for Sterling Lakes North Section 6 for Astro Sterling Lakes North, LP on behalf of Brazoria County Municipal Utility District No. 31, Brazoria County, Texas

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.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



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 22nd day of February, 2024

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 22nd day of February, 2024





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.

Monday, October 27, 2025

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

Re: Sierra Vista West Section 11 – Early Plat Application
Brazoria County Municipal Utility District No. 53
Astro Sterling Lakes North, L.P.
Letter of Recommendation to Approve
Adico Project No. 710-25-009-03

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the Early Plat Application Request (attached) from Elevation Land Solutions, on behalf of Astro Sterling Lakes North, L.P., for Sierra Vista West Section 11, received on or about October 15, 2025. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. The final plat was approved by Planning and Zoning on August 5, 2025 and approved by City Council on August 18, 2025. Below is a brief overview:

SIERRA VISTA WEST SEC. 11 - EARLY PLAT ESCROW SUMMARY					
CONTRACTS	CONTRACTOR	ORIGINAL CONTRACT	CHANGE ORDERS	CONFIRMED PAYMENTS	APPLICABLE EARLY PLAT PORTION AT TIME OF APPLICATION
Sierra Vista Sec 11 WSD Contract	Dimas Brothers Construction	\$ 1,938,000.00		\$ 1,256,826.96	\$ 681,173.04
Sierra Vista Sec 11 Paving Contract	Dimas Brothers Construction	\$ 1,271,000.00			\$ 1,271,000.00
Total Remaining Contract Amount					\$ 1,952,173.04
Remaining construction plus 10%					\$ 195,217.30
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					\$ 2,147,390.34
Administrative Fee @ 2% of \$2,147,390.34 at time of application					\$ 42,947.81
Check No. 1814 Received 10/15/25					
Total Administrative Fee Received	\$ -				\$ 42,947.81

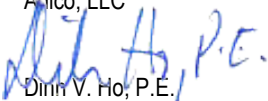
Elevation Land Solutions has provided copies of contract documents, pay applications, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements as required for the early plat application request.

Based on our review of the documentation provided, the amount remaining on current contracts is \$1,952,173.04. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the city. The total cash deposit shall be \$2,147,390.34. In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. At the time of submittal, the city received the \$42,947.81 administrative fee.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sierra Vista Section 11. The Developer shall provide the cash deposit in the amount of \$2,147,390.34 to the city within 10 days from the date of the agreement, if approved by City Council.

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

Sincerely,
Adico, LLC


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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Natasha Brooks, Interim City Manager (nbrooks@iowacolonytx.gov)



October 14, 2025

Dinh V. Ho, PE
Adico Consulting Engineers
On behalf of City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, Texas 77546

Re: Early Plat Release Application Request
Sierra Vista West Section 11

Mr. Ho:

On behalf of Astro Sierra Vista LP, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sierra Vista West Section 11. Our intention is to obtain a recorded plat in November subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the projects is currently in progress, and we anticipate will be complete by end of October.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. Astro Sierra Vista LP will be submitting this fee to City Hall concurrently with this request.

If you have any questions, please call us.

Best Regards,

A handwritten signature in blue ink, appearing to read "Travis H. Harrison", is written over a horizontal line.

Travis H. Harrison, PE
Development Manager, Partner

CC: Brian Stidham – Astro Sierra Vista LP.

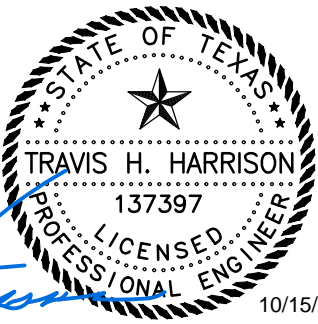



CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY
SIERRA VISTA WEST SEC 11

October 13, 2025

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>	
1. Sierra Vista West Sec 11 WSD	Dimas Bros	\$ 1,938,000.00		\$ 1,938,000.00	\$ 1,256,826.96	\$ 681,173.04	
2. Sierra Vista West Sec 11 Paving	Dimas Bros	\$ 1,271,000.00		\$ 1,271,000.00		\$ 1,271,000.00	
Total Construction Contract Remaining						\$ 1,952,173.04	
Contingency (10%)						195,217.30	
Total Escrow						\$ 2,147,390.34	(2)
City of Iowa Colony Administrative Fee (2%)						\$ 42,947.81	

Notes:
(1) Administrative fee due to City of Iowa Colony at time of application.
(2) Escrow deposit due within 10 business days following City Council approval.


10/15/2025

Astro Sierra Vista, L.P

8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202

Third Coast Bank SSB
20202 Hwy 59 N Ste. 190
Humble, TX 77338

1814

Item 29.

113094149

PAY ***** FORTY TWO THOUSAND NINE HUNDRED FORTY SEVEN AND 81/100 DOLLARS

TO THE
ORDER OF

DATE

AMOUNT

10/15/2025

\$42,947.81**

CITY OF IOWA COLONY

3144 Meridiana Parkway

Rosharon, TX 77583

L. Lewis
Amel



⑈001814⑈ ⑆113094149⑆ 1000136133⑈

DATE:10/15/2025 CK#:1814 TOTAL:\$42,947.81** BANK:Astro Sierra Vista, L.P(tru52115)
PAYEE:CITY OF IOWA COLONY(v0011060)

Property Address - Code

Invoice - Date

Description

Amount

Astro Sierra Vista, LP - pastro3

Admin Fee Sec 11 20251014-1

42,947.81

42,947.81

October 14, 2025

Dimas Bros. Construction, LLC

2003 Center Street

Richmond, TX 77469

Project: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West
Section 11

Acknowledgement of Payment

I, Omar Dimas, of Dimas Bros. Construction, LLC confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 428,036.36
Pay Estimate #2	\$ 828,790.60
Total Received	\$ 1,256,826.96

Signed:

Dimas Bros, Construction, LLC



By: Omar Dimas, President

Date: 10/15/2025

**TERMS AND CONDITIONS OF EARLY PLAT APPROVAL
(Sierra Vista West Section 11 – Early Plat Application)**

1. Terms and Special Provisions
 - a. “Developer” herein shall mean: ASTRO STERLING LAKES NORTH, L.P.
 - b. “City” herein shall mean: the CITY OF IOWA COLONY, TEXAS.
 - c. “District” herein shall mean: BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53.
 - d. “Section” herein shall mean all of the following, whether one or more: Sierra Vista West Section 11– Early Plat Application.
 - e. “Plat” herein shall mean the plat of the Section.
 - f. “Facilities” herein shall mean the following infrastructure for the Section, as more fully described or shown on the plat, drawings, specifications, bid proposals, pay estimates, change orders, affidavits of bills paid, waivers and lien releases upon partial payment, and the letter of recommendation from the City Engineer, **a copy of which letter is attached hereto as Exhibit “A”**: water, sanitary sewer, drainage, and paving.
 - g. “Total Escrow Cash Deposit to City” herein shall mean: **Two Million, One Hundred Forty-Seven Thousand, Three Hundred Ninety And 34/100 Dollars (\$2,147,390.34).**
 - h. “City’s Administrative Fee” herein shall mean: **Forty-Two Thousand, Nine Hundred Forty-Seven And 81/100 Dollars (\$42,947.81), which has been received by the City.**
 - i. “Remaining Contract Amount” herein shall mean: **One Million, Nine Hundred Fifty-Two Thousand, One Hundred Seventy-Three And 04/100 Dollars (\$1,952,173.04).**

2. The Developer is developing the Section, in the city limits or extraterritorial jurisdiction of the City. The Facilities are included in the Section. The Facilities are under construction, pursuant to contract(s) entered into by the District and/or the Developer but have not been completed.

3. The Developer has applied for early approval and recording of the Plat of the Section pursuant to the procedures, terms, and conditions set forth in Ordinance No. 2018-30 (the “Early Platting Ordinance”) of the City, which was passed on December 17, 2018, and which amended the Subdivision Ordinance.

4. This document is not a contract; rather, it states the terms and conditions upon which the City hereby approves the Plat of the Section and authorizes early recordation of that Plat with the Brazoria County Clerk, pursuant to all terms and conditions of this document and the Early Platting Ordinance.

5. The Plat of the Section may be recorded with the Brazoria County Clerk upon payment to the City of the amounts required by this document and upon inclusion on that Plat of the notations required by Section Three of the Early Platting Ordinance.

6. After the Plat of the Section has been lawfully recorded pursuant to this document, then the fact that the Facilities in the Section have not been completed shall not be a cause to deny approval of the plat of the Section and shall not be a cause to deny early plat approval and building permits for the Section under the terms and conditions of the Early Platting Ordinance.

7. The Developer shall deposit with the City (1) the Deposited Funds for the purposes described herein and set forth on **Exhibit "A" attached hereto**, in lieu of the completion of the Facilities in the Section before recordation as would otherwise be required by City regulations; and (2) the City's Administrative Fee under the Early Platting Ordinance. The City's holding and use of the Deposited Funds and the Administrative Fee shall be governed by the Early Platting Ordinance and this document.

8. Regardless of any other provision, the funds paid hereunder shall not be an escrow, and the City shall not be an escrow agent, regardless whether any attachments to this document or any other sources refer to escrowed funds or similar phrases. Regardless of any provision, the City shall not under any circumstances owe any fiduciary duty to Developer or any other person in any way concerning this document, the subject matter hereof, or any funds paid hereunder.

9. The City Engineer has the right under the Early Platting Ordinance to require the deposit of additional funds at any time, if the City Engineer determines in his sole, good faith discretion, that the then remaining Deposited Funds are less than 110% of the then remaining construction cost of the Facilities.

10. The parties understand that the Deposited Funds represent the funds set aside for the Developer to make payments under construction contracts for the Facilities entered into by the District and/or Developer (the "Contract", whether one or more), under which Contract payments are guaranteed by the Developer. Therefore, the Developer may draw upon the Deposited Funds monthly to satisfy progress payments under the Contract for the Facilities; provided that (1) the amount of the Deposited Funds shall never be reduced to less than 110% of the then remaining cost to complete the construction of the Facilities, as determined by the City Engineer in his sole, good faith discretion; and further provided that (2) the Developer is not in default under this document or the Early Platting Ordinance.

11. The return of any unused portion of the Deposited Funds to the Developer upon completion of the Facilities shall be as provided in the Early Platting Ordinance. However, the Administrative Fee shall be nonrefundable and may be used for any purpose.

12. The City has an interlocal agreement with Brazoria County, providing that the City, not Brazoria County, shall regulate subdivision plats in the City's extraterritorial jurisdiction.

13. This document implements the Early Platting Ordinance, which provides exceptions to certain requirements of the Subdivision Ordinance, but this document does not otherwise waive any requirements of the Subdivision Ordinance.

14. The Developer certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this document.

EFFECTIVE DATE: NOVEMBER 15, 2025

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

ACCEPTED:

ASTRO STERLING LAKES NORTH, L.P.

By: _____

Name: _____

Title: _____

**EXHIBIT “A” to
Terms and Conditions of Early Plat Approval
Letter of Recommendation
With Its Attachment(s)**

November 5, 2025

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

**Re: 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" on Kelly Leigh Drive
ARP Contract No. SLFRF TX0833
Adico Job No. 21034-01**

Dear Mayor Kennedy and City Council:

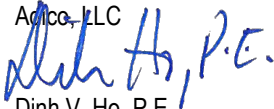
On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for the above reference project.
The substantial completion was held on August 12, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of GM Vera's Construction for the 12" Waterline Extension and Improvements Project.

The maintenance period shall be effective August 12, 2025 to August 11, 2026.

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: Ms. Kayleen Rosser, City Secretary
Ms. Natasha Brooks-Anderson

File: 21034-01

October 27, 2025

Ms. Natasha Brooks
Interim City Manager
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Texas 77583

Re: Certificate of Completion
12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" on Kelly Leigh Drive
ARP Contract No. SLFRF TX0833
Adico Job No. 21034-01

Dear Ms. Brooks,

I, Brent Berthier, P.E., as Engineer, on behalf of the City of Iowa Colony, certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of all authorities having jurisdiction. I further certify that all punchlist items have been addressed and the required improvements are complete and currently functioning or capable of functioning.

Sincerely,
Adico, LLC



Brent Berthier, P.E.
TBPE Firm No. 16423

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: City of Iowa Colony

Contract No: SLFRF TX0833

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the 12 day of August, 2025. Contract was entered into on the 7th day of November, 2024 between the city/county of Iowa Colony and GM Vera's Construction for the construction of 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" on Kelly Leigh Drive.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.

2. The sum of \$ _____, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.

3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.

4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ <u>1,179,533.14</u>
	Cumulative Change Orders	\$ <u>32,479.25</u>
	Final Amount of Contract	\$ <u>1,212,012.39</u>
	Less Previous Payments	\$ <u>1,059,657.17</u>
	Less Deductions (from #2 above)	\$ _____
	FINAL PAYMENT (Balance)	\$ <u>152,355.22</u>

7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

 Brent Berthier, P.E.

Engineer

Senior Project Manager

Title

Adico Consulting Engineers

Firm



Contractor

President

Title

GM Vera's Construction

Firm



Chief Elected Official/Designee

Interim City Manager

Title

Iowa Colony, Tx.

City / County

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: GSH9000344

b. Principal: GM Vera's Construction

c. Surety:

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: 11/7/2024

Parties: Principal and City of Iowa Colony

Subdivision involved: N/A

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Utilities

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$ 1,179,533.14

g. Maintenance Period:

Starting Date of Maintenance Period: 07/14/2025

(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: 11/7/2024

SURETY: The Gray Casualty & Surety Company

PRINCIPAL: GM Vera's Construction

By: 
Signature

By: 
Signature

Mireli Stanford
Print or Type Signer's Name

Maria Vera
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: GSH9000344

Principal: GM Vera's Construction

Project: 12" Waterline Extension And Improvements on Iowa Colony Boulevard & 8" On Kelly Leigh Drive to Serve City of Iowa Colony

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: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, 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.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 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

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 day of

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

CONSTRUCTION PLANS FOR 12" WATERLINE EXTENSION AND IMPROVEMENTS ON IOWA COLONY BOULEVARD & 8" ON KELLY LEIGH DRIVE

TO SERVE

CITY OF IOWA COLONY IOWA COLONY, TX 77583

ARPA CLFRF TX0833 - IOWA COLONY ADICO JOB No.: 21034-01 DATE: JULY 2024



MAYOR..... WIL KENNEDY
COUNCIL POSITION 1..... MCLEAN BARNETT
COUNCIL POSITION 2..... ARNETTA HICKS-MURRAY
COUNCIL POSITION 3..... MARQUETTE GREENE-SCOTT
COUNCIL DISTRICT A..... TIMOTHY VARLACK
COUNCIL DISTRICT B..... KAREEM BOYCE
COUNCIL DISTRICT C..... SYDNEY HARGRODER

STOP - CALL BEFORE YOU DIG!!

CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITY LINES BY CONTACTING "TEXAS ONE CALL" AT 1-800-245-4545 AT LEAST 48 HOURS BEFORE YOU DIG, DRILL OR BLAST.

EXISTING, WATER, SANITARY, GAS, ELECTRICAL, TELECOMMUNICATIONS AND ALL OTHER UTILITY LINES ARE SHOWN PER RECORD DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION AT THE SITE PRIOR TO CONSTRUCTION.

48 HOUR NOTICE:

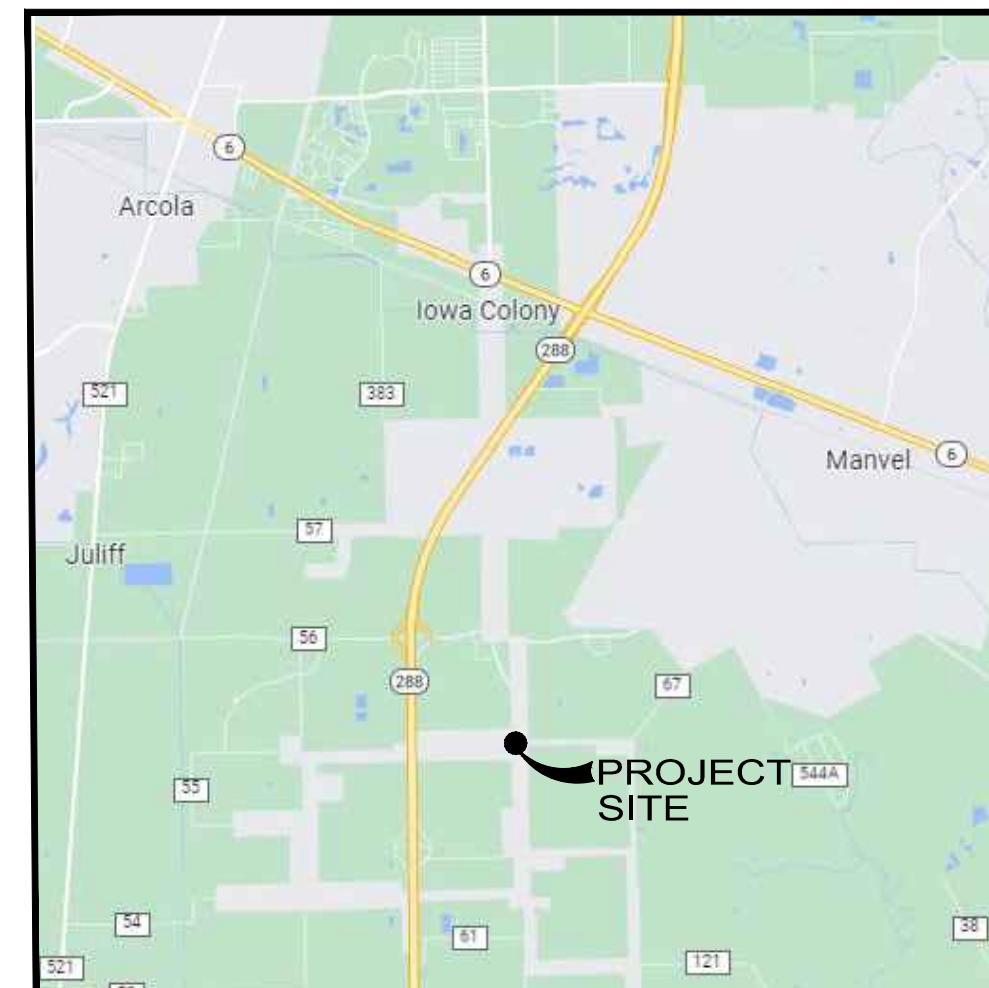
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY PERMITS DIVISION AT (832) 895-1093 FOR INSPECTION AT LEAST 48 HOURS PRIOR TO COMMENCING THE CONSTRUCTION



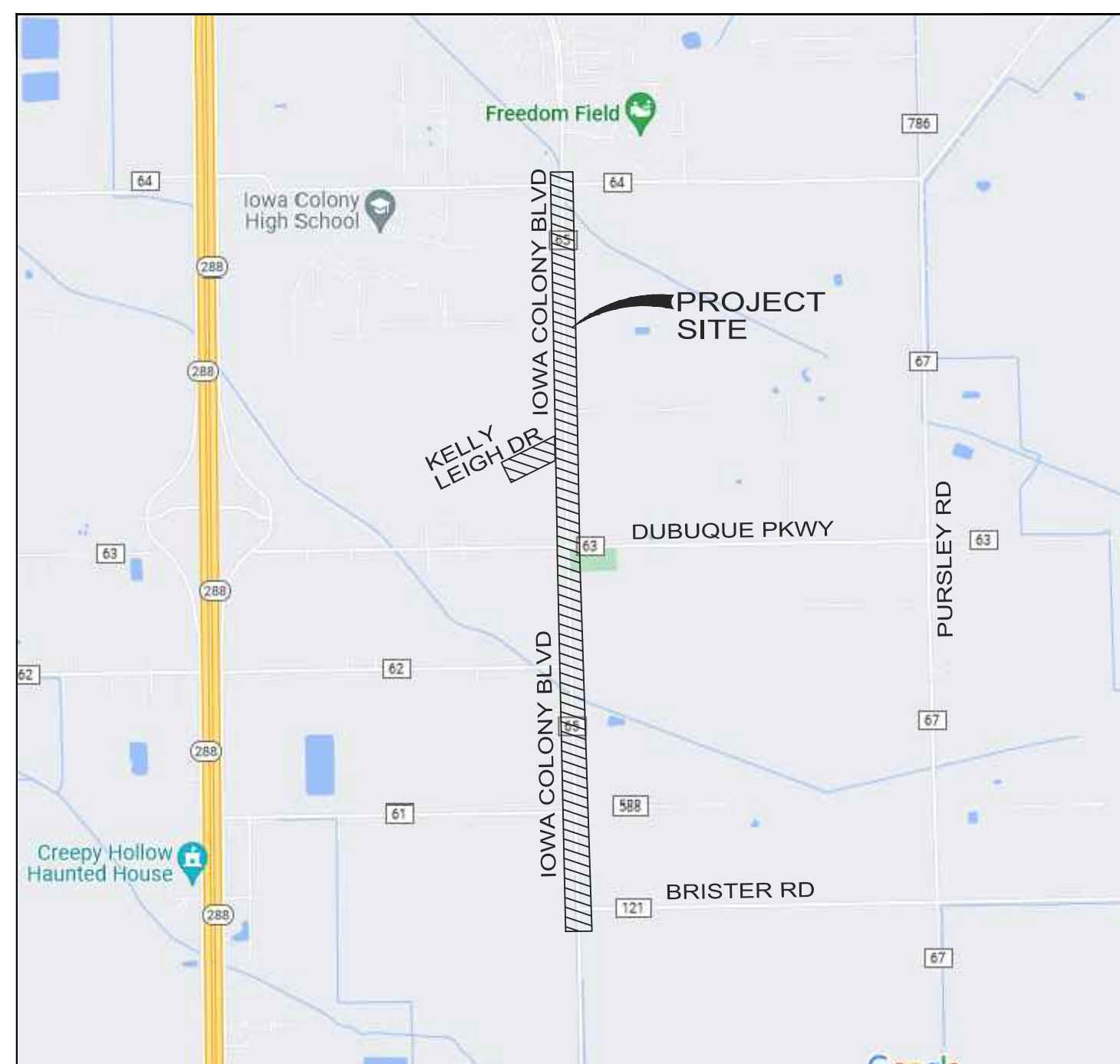
WARNING:

CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITY LINES BY CONTACTING "TEXAS 811" AT 811 OR 713-223-4567 AT LEAST 48 HOURS BEFORE YOU DIG, DRILL OR BLAST.

EXISTING, WATER, SANITARY, GAS, ELECTRICAL, TELECOMMUNICATIONS AND ALL OTHER UTILITY LINES ARE SHOWN PER RECORD DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION AT THE SITE PRIOR TO CONSTRUCTION.



LOCATION MAP
NOT TO SCALE



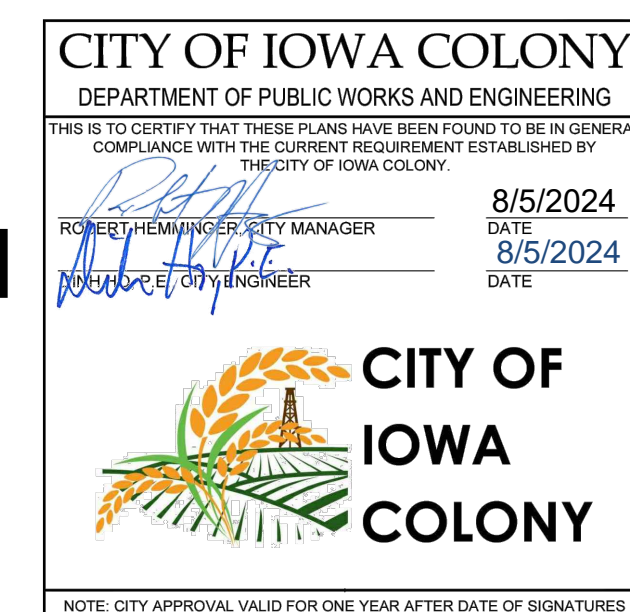
VICINITY MAP
NOT TO SCALE

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

ISSUED FOR CONSTRUCTION

SHEET	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	TOPOGRAPHIC SURVEY SHEET 1 OF 9
4	TOPOGRAPHIC SURVEY SHEET 2 OF 9
5	TOPOGRAPHIC SURVEY SHEET 3 OF 9
6	TOPOGRAPHIC SURVEY SHEET 4 OF 9
7	TOPOGRAPHIC SURVEY SHEET 5 OF 9
8	TOPOGRAPHIC SURVEY SHEET 6 OF 9
9	TOPOGRAPHIC SURVEY SHEET 7 OF 9
10	TOPOGRAPHIC SURVEY SHEET 8 OF 9
11	TOPOGRAPHIC SURVEY SHEET 9 OF 9
12	OVERALL SITE LAYOUT
13	OVERALL LAYOUT 1 OF 2
14	OVERALL LAYOUT 2 OF 2
15	IOWA COLONY BLVD PLAN & PROFILE STA 0+00 TO 5+00
16	IOWA COLONY BLVD PLAN & PROFILE STA 5+00 TO 10+00
17	IOWA COLONY BLVD PLAN & PROFILE STA 10+00 TO 15+00
18	IOWA COLONY BLVD PLAN & PROFILE STA 15+00 TO 20+00
19	IOWA COLONY BLVD PLAN & PROFILE STA 20+00 TO 25+00
20	IOWA COLONY BLVD PLAN & PROFILE STA 25+00 TO 30+00
21	IOWA COLONY BLVD PLAN & PROFILE STA 30+00 TO 35+00
22	IOWA COLONY BLVD PLAN & PROFILE STA 35+00 TO 40+00
23	IOWA COLONY BLVD PLAN & PROFILE STA 40+00 TO 45+00
24	IOWA COLONY BLVD PLAN & PROFILE STA 45+00 TO 50+00
25	IOWA COLONY BLVD PLAN & PROFILE STA 50+00 TO 55+00
26	IOWA COLONY BLVD PLAN & PROFILE STA 55+00 TO 60+00
27	IOWA COLONY BLVD PLAN & PROFILE STA 60+00 TO 65+00
28	IOWA COLONY BLVD PLAN & PROFILE STA 65+00 TO 70+00
29	IOWA COLONY BLVD PLAN & PROFILE STA 70+00 TO 75+00
30	IOWA COLONY BLVD PLAN & PROFILE STA 75+00 TO 80+00
31	IOWA COLONY BLVD PLAN & PROFILE STA 80+00 TO 85+00
32	IOWA COLONY BLVD PLAN & PROFILE STA 85+00 TO 90+00
33	IOWA COLONY BLVD PLAN & PROFILE STA 90+00 TO 95+00
34	IOWA COLONY BLVD PLAN & PROFILE STA 95+00 TO 100+00
35	IOWA COLONY BLVD PLAN & PROFILE STA 100+00 TO 105+00
36	IOWA COLONY BLVD PLAN & PROFILE STA 105+00 TO 107+50
37	KELLY LEIGH DR PLAN & PROFILE STA 0+00 TO 9+00
38	STORMWATER POLLUTION PREVENTION PLAN 1 OF 3
39	STORMWATER POLLUTION PREVENTION PLAN 2 OF 3
40	STORMWATER POLLUTION PREVENTION PLAN 3 OF 3
41	MISCELLANEOUS DETAILS
42	STORMWATER POLLUTION PREVENTION PLAN DETAILS
43	WATER DETAILS SHEET 1
44	WATER DETAILS SHEET 2
45	PAVING DETAILS SHEET 2
46	PAVING DETAILS SHEET 3



November 5, 2025

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

**Re: Drainage Improvements on Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary
To Serve City of Iowa Colony
CDBG-DR/MIT Contract No. 24-065-009-E166
Adico Job No. 23021-01**

Dear Mayor Kennedy and City Council:

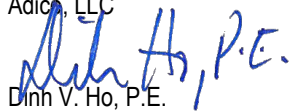
On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for the above reference project.
The substantial completion was held on August 11, 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of MARC-CON Service, LLC for the Drainage Improvements on Iowa Colony Blvd. and Chocolate Bayou West Fork Tributary CDBG-DR MIT Contract No. 24-065-009-E166.

The maintenance period shall be effective August 11, 2025 to August 10, 2026.

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: Ms. Kayleen Rosser, City Secretary
Ms. Natasha Brooks-Anderson

File: 21034-01

October 27, 2025

Ms. Natasha Brooks
Interim City Manager
City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Texas 77583

Re: Certificate of Completion
Drainage Improvements on Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary
To Serve City of Iowa Colony
CDBG-DR/MIT Contract No. 24-065-009-E166
Adico Job No. 23021-01

Dear Ms. Brooks,

I, Brent Berthier, P.E., as Engineer, on behalf of the City of Iowa Colony, certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of all authorities having jurisdiction. I further certify that all punchlist items have been addressed and the required improvements are complete and currently functioning or capable of functioning.

Sincerely,
Adico, LLC



Brent Berthier, P.E.
TBPE Firm No. 16423



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Subrecipient: City of Iowa Colony Contract #: 24-065-009-E166 Date: 9/30/2025

This is to certify that a final inspection of the project described below was conducted on 8/11/2025

Contract was entered into on 4/1/2025 between the city/county of Iowa Colony and Mar-Con Services, LLC for the construction of Iowa Colony Blvd & Chocolate Bayou W Fork Tributary

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

2. The sum of , deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in the Contract.

4. Amount of Original Contract:	<u>\$1,657,737.85</u>
Cumulative Change Orders:	<u>-\$16,417.95</u>
Final Amount of Contract:	<u>\$1,641,319.90</u>
Less Previous Payments:	<u>\$1,456,097.04</u>
Less Deductions (from #2 above):	<u> </u>
FINAL PAYMENT (Balance):	<u>\$185,222.86</u>

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:


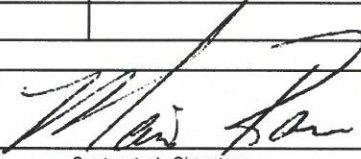
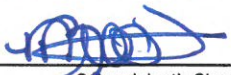
Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)
5 - Flood and Drainage Facilities	Iowa Col Blvd & Chocolate Bayou W Fork Tributary	From 300' eastward of the intersection of Davenport Parkway and Iowa Colony Boulevard to 321' southward of the intersection of Davenport Parkway and Iowa Colony Boulevard 29.42485,-95.41081	600	Linear Feet
5 - Flood and Drainage Facilities	Iowa Col Blvd & Chocolate Bayou W Fork Tributary	From Iowa Colony Boulevard to intersection of Davenport Parkway and Iowa Colony Boulevard 29.42484,-95.41043	300	Linear Feet
5 - Flood and Drainage Facilities	Iowa Col Blvd & Chocolate Bayou W Fork Tributary	From 40' south of intersection of Davenport Parkway and Iowa Colony Boulevard to 265' south of Intersection of Davenport Parkway and Iowa Colony Boulevard 29.42419,-95.41097	261	Linear Feet



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)

Certified by :

		
Engineer's Signature	Contractor's Signature	Subrecipient's Signature
Brent Berthier, P.E. Sr. Project Manager	Mario Ramos , Owner	Natasha Brook Anderson, <i>Patron City Manager</i>
Engineer's Name and Title (Printed)	Contractor's Name and Title (Printed)	Subrecipient Name and Title (Printed)

Adico LLC	Mar-Con Services, LLC.	<i>Iowa Colony</i>
Firm	Firm	City/County of

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

**CITY OF IOWA COLONY
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 3200769
- b. Principal: Mar-Con Services, LLC
- c. Surety:
Name: Developers Surety and Indemnity Company
State Where Surety is Incorporated: CA
- d. Oblige(s): _____; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)
- If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.
- e. Contract: The Contract described as follows:
Date: 04/01/25
Parties: Principal and _____
Subdivision involved: _____
General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage Improvements on Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary To Serve City of Iowa Colony
Adico Project No. 23021-01
- 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.
One Million Six Hundred Fifty Seven Thousand Seven Hundred Thirty
- f. Bond Amount: \$Seven and 85/100 Dollars (\$1,657,737.85)
- g. Maintenance Period:
Starting Date of Maintenance Period: 08/11/2025
(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 Obligees 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 Obligees under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: 04/01/25

SURETY: Developers Surety and Indemnity
Company

By: [Signature]
Signature

Michele Bonnin
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

PRINCIPAL: Mar-Con Services, LLC

By: [Signature]
Signature

MARIO RAMOS
Print or Type Signer's Name

Owner
Signer's Title



ATTACH POWER OF ATTORNEY

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shelly Bolender, Michele Bonnin, Rebecca Garza, Jillian O'Neal, Erica Cox and Hannah Montagne, of The Woodlands, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 24, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

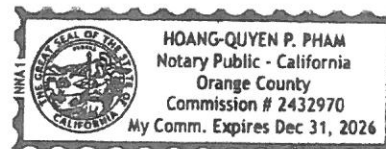
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: _____

Barry W. Moses

Barry W. Moses, Assistant Secretary

POA No. N/A

0B6415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this _____ day of _____



AmTrust Surety
An AmTrust Financial Company

**Developers Surety and Indemnity Company
CorePointe Insurance Company**

IMPORTANT NOTICE:

To obtain information or make a complaint:

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 at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
E-mail: ConsumerProtection@tdi.state.tx.us

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.
P.O. Box 5939
Cleveland, OH 44101
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.
800 Superior Ave
Cleveland, OH 44114

Email: suretybondclaims@amtrustgroup.com

Note: The maximum size for any single email message including attachments is 20MB. Please send any correspondence in excess of this size to the P.O. Box noted above.

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

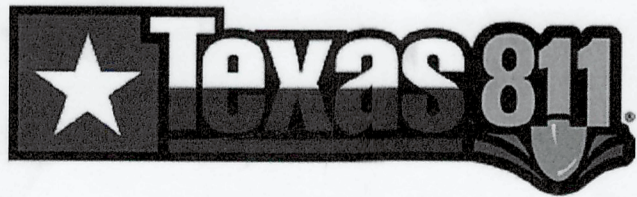
CONSTRUCTION PLANS FOR DRAINAGE IMPROVEMENTS ON IOWA COLONY BOULEVARD AND CHOCOLATE BAYOU WEST FORK TRIBUTARY

CITY OF IOWA COLONY
IOWA COLONY, TEXAS 77583
ADICO JOB No.: 23021-01 DATE: OCTOBER 2024
CDBG-DR/MIT CONTRACT NO. 24-065-009-E166



MAYOR.....WIL KENNEDY
COUNCIL POSITION 1.....MCLEAN BARNETT
COUNCIL POSITION 2.....ARNETTA HICKS-MURRAY
COUNCIL POSITION 3.....MARQUETTE GREENE-SCOTT
COUNCIL DISTRICT A.....TIMOTHY VARLACK
COUNCIL DISTRICT B.....KAREEM BOYCE
COUNCIL DISTRICT C.....SYDNEY HARGRODER

48 HOUR NOTICE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY PERMITS DIVISION AT (832) 895-1093 FOR INSPECTION AT LEAST 48 HOURS PRIOR TO COMMENCING THE CONSTRUCTION

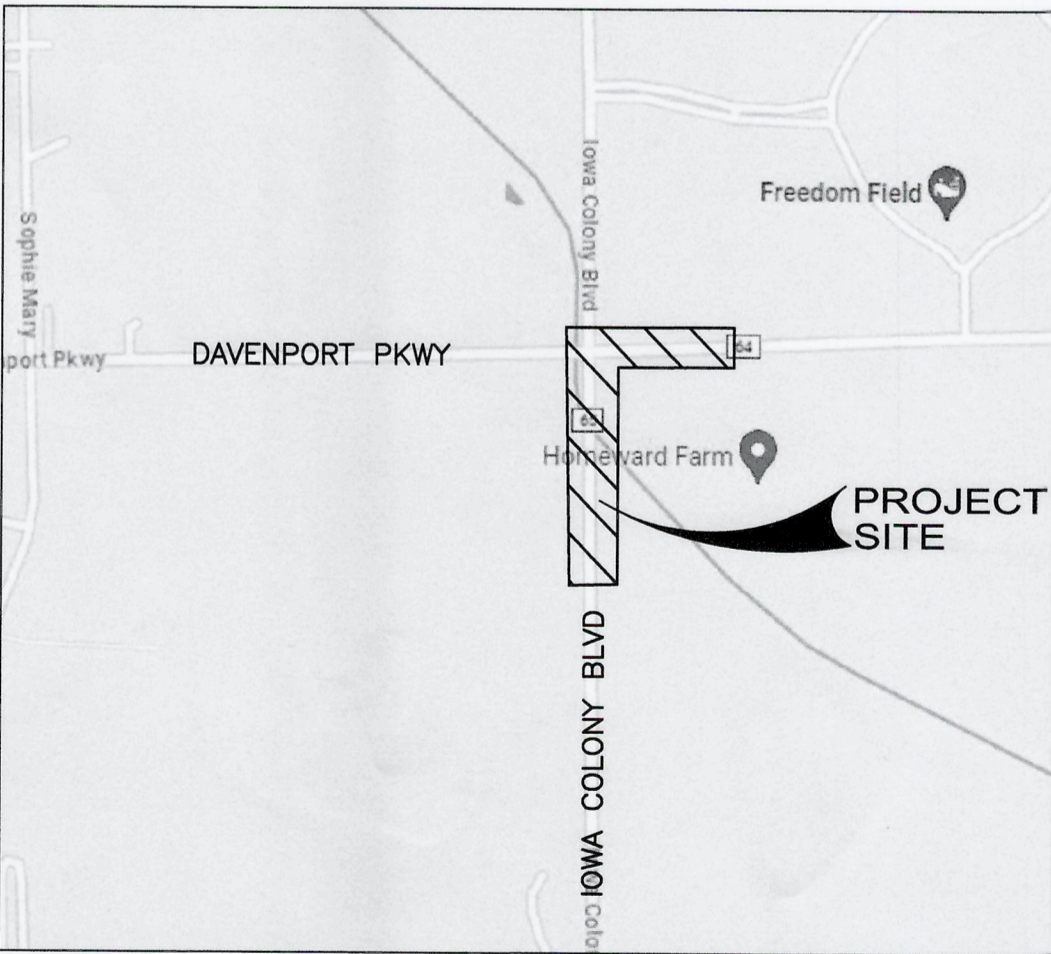


WARNING:
CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITY LINES BY CONTACTING "TEXAS 811" AT 811 OR 713-223-4567 AT LEAST 48 HOURS BEFORE YOU DIG, DRILL OR BLAST.

EXISTING, WATER, SANITARY, GAS, ELECTRICAL, TELECOMMUNICATIONS AND ALL OTHER UTILITY LINES ARE SHOWN PER RECORD DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION AT THE SITE PRIOR TO CONSTRUCTION.



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ADICO

CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
 PHONE: 832-895-1093 WWW.ADICO-LLC.COM
 TBPE FIRM NO. 16423

AS-BUILT
ADDENDUM NO. 1

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES 1 OF 2
3	GENERAL NOTES 2 OF 2
4	TOPOGRAPHIC SURVEY
5	EXISTING AND DEMOLITION PLAN
6	OVERALL SITE PLAN
7	OVERALL STORM SEWER PLAN
8	PAVING AND GEOMETRIC LAYOUT
9	TYPICAL SECTIONS
10	SIGNAGE AND STRIPING PLAN
11	IOWA COLONY BOULEVARD GRADING PLAN
12	DAVENPORT GRADING PLAN
13	IOWA COLONY BOULEVARD PLAN AND PROFILE STA 0+00 TO 5+00
14	DAVENPORT PARKWAY PLAN AND PROFILE STA 0+00 TO 5+00
15	STORM WATER POLLUTION PREVENTION PLAN
16	TRAFFIC CONTROL PLAN
17	BARRICADE & CHANNELIZING DETAILS
18	PAVEMENT MARKING DETAILS 1 OF 4
19	PAVEMENT MARKING DETAILS 2 OF 4
20	PAVEMENT MARKING DETAILS 3 OF 4
21	PAVEMENT MARKING DETAILS 4 OF 4
22	PAVING DETAILS 1 OF 4
23	PAVING DETAILS 2 OF 4
24	PAVING DETAILS 3 OF 4
25	PAVING DETAILS 4 OF 4
26	SIGN DETAILS
27	STORM SEWER DETAILS 1 OF 4
28	STORM SEWER DETAILS 2 OF 4
29	STORM SEWER DETAILS 3 OF 4
30	STORM SEWER DETAILS 4 OF 4
31	MISCELLANEOUS DETAILS
32	WINGWALLS DETAILS
33	WATER DETAILS
34	STORM WATER POLLUTION PREVENTION DETAILS 1 OF 2
35	STORMWATER POLLUTION PREVENTION DETAILS 2 OF 2

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 THE MANAGER, CITY MANAGER
 DATE 11/1/2024
 DANNY THE CITY ENGINEER
 DATE 11/1/2024

CITY OF
IOWA
COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ISSUE FOR CONSTRUCTION
 ADICO, LLC
 TBPE FIRM NO. F-16423

10/30/2024

SHEET NO.

1 OF 35

October 31, 2025

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

Re: Performance Services
Job Order Contract, dated 09/18/2023 ("Contract")
TX City of Iowa Colony PC 01 ("Project")
AMI Project – Phase One

Dear Mayor Kennedy and City Council:

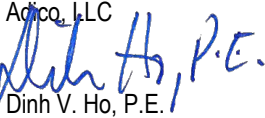
On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Performance Services AMI Project Phase One. The substantial completion was held on June 26, 2025. All punch list items completed on or about August 8m 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Performance Services for AMI Project Phase One.

The maintenance period shall be effective June 30th, 2025 to June 29, 2026.

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: Ms. Kayleen Rosser, City Secretary
Ms. Natasha Brooks-Anderson

File: 16007-01-120



Natasha L. Brooks – City Attorney/Interim City Manager
City of Iowa Colony
3144 Meridiana Pkwy, Iowa Colony, TX 775839

RE: *Job Order Contract, dated 09/18/2023 (“Contract”)*
TX City of Iowa Colony PC 01 (“Project”)
Notification of Substantial Completion, Warranty Commencement and Owner Acceptance
of Work

Dear Mrs. Brooks:

Performance Services, Inc. (“PSI”) is pleased to inform you that the Project was substantially completed on 06/30/2025 (the “Substantial Completion Date”). As of the Substantial Completion Date, the improvements were performing the functions for which they were intended, and the Owner was receiving beneficial use of the improvements.

The PSI Warranty on all improvements installed as part of the Project, unless otherwise noted, will expire on 06/29/2026, one (1) year after the Substantial Completion Date. Unless PSI is advised in writing of conditions to the contrary, PSI considers the Project to be accepted by the Owner and the PSI Warranty to be in effect as described herein.

The PSI Warranty terms and conditions per the Contract are as follows:

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

Nothing in the warranties provided herein are intended to limit any manufacturer’s warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer’s warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial



Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

Owner is responsible to perform inspections, calibrations and other general maintenance tasks on equipment installed under the Contract, as described in the Proposal or in the manuals that accompanied the installed equipment. Service requests issued by Owner that are not covered by the PSI Warranty or other contracted services, shall be billed to the Owner at PSI's, or our subcontractors', standard time and material rates.

Thank you for investing your time and effort in helping us successfully implement this Project. Please notify me if you have any questions regarding the PSI Warranty or any other aspect of this Notice.

Performance Services, Inc.

City of Iowa Colony, TX

By: _____
Signature

Joe Muldoon – Vice President
Name/Title

By: _____
Signature

Natasha L. Brooks – City Attorney/Interim City Manager
Name/Title



Project Contacts

City of Iowa Colony AMI Phase 1

Performance Services:

George Melancon – Project Manager
gmelancon@performanceservices.com
832-564-9081

Mark Ford – Performance Assurance
mford@performanceservices.com
501-297-7421

AV Water:

Doug Allen – Sales (Deihl Meter Vendor)
dallen@avwatertech.com
713-569-7204

David Sagistano – Field Services Manager
dsagistano@avwatertech.com
210-350-4581

US Bronco Services:

Robert House – Project Manager (Meter Installation)
robert@usbronco.com
903-330-6715

Absolute Communications:

Kevin Hoskins – Vice President (Tower Installations)
kevin_hoskins@callabsolute.com
361-651-8710

Spears and Co Construction:

Quinn Tolbert – Owner (Fencing)
quinn@spearsandco.com
936-689-6202

October 31, 2025

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

Re: Performance Services
Job Order Contract, dated 09/09/2024 ("Contract")
TX City of Iowa Colony PC 02 ("Project")
AMI Project – Phase One

Dear Mayor Kennedy and City Council:

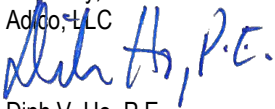
On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Performance Services AMI Project Phase Two. The substantial completion was held on June 26, 2025. All punch list items completed on or about August 8m 2025.

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Performance Services for AMI Project Phase Two.

The maintenance period shall be effective June 30th, 2025 to June 29, 2026.

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: Ms. Kayleen Rosser, City Secretary
Ms. Natasha Brooks-Anderson

File: 16007-01-120



Natasha L. Brooks – City Attorney/Interim City Manager
City of Iowa Colony
3144 Meridiana Pkwy, Iowa Colony, TX 775839

RE: *Job Order Contract, dated 09/09/2024 (“Contract”)*
TX City of Iowa Colony PC 02 (“Project”)
Notification of Substantial Completion, Warranty Commencement and Owner Acceptance
of Work

Dear Mrs. Brooks:

Performance Services, Inc. (“PSI”) is pleased to inform you that the Project was substantially completed on 06/30/2025 (the “Substantial Completion Date”). As of the Substantial Completion Date, the improvements were performing the functions for which they were intended, and the Owner was receiving beneficial use of the improvements.

The PSI Warranty on all improvements installed as part of the Project, unless otherwise noted, will expire on 06/29/2026, one (1) year after the Substantial Completion Date. Unless PSI is advised in writing of conditions to the contrary, PSI considers the Project to be accepted by the Owner and the PSI Warranty to be in effect as described herein.

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Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

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Thank you for investing your time and effort in helping us successfully implement this Project. Please notify me if you have any questions regarding the PSI Warranty or any other aspect of this Notice.

Performance Services, Inc.

City of Iowa Colony, TX

By: _____
Signature

Joe Muldoon – Vice President
Name/Title

By: _____
Signature

Natasha L. Brooks – City Attorney/Interim City Manager
Name/Title



Project Contacts

City of Iowa Colony AMI Phase 2

Performance Services:

George Melancon – Project Manager
gmelancon@performanceservices.com
832-564-9081

Mark Ford – Performance Assurance
mford@performanceservices.com
501-297-7421

AV Water:

Doug Allen – Sales (Deihl Meter Vendor)
dallen@avwatertech.com
713-569-7204

David Sagistano – Field Services Manager
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Spears and Co Construction:

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