



# CITY OF IOWA COLONY

## CITY COUNCIL MEETING

Monday, October 14, 2024  
7:00 PM

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

Phone: 281-369-2471 • Fax: 281-369-0005 • [www.iowacolonytx.gov](http://www.iowacolonytx.gov)

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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, OCTOBER 14, 2024 IN THE IOWA COLONY CITY COUNCIL CHAMBERS, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### SPECIAL PRESENTATIONS & ANNOUNCEMENTS

*Reserved for formal presentations and proclamations.*

1. Proclamation declaring Breast Cancer Awareness Month
2. Proclamation declaring Municipal Court Week

### 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

3. Hold a public hearing to consider rezoning the following property from Single Family Residential to Planned Unit Development:  
  
Being 20.00 Acres of land situated in the H.T. & B.R.R. Co. Survey, section 56, Abstract 515, Brazoria County, Texas, being out of a called 73.94-acre tract of land recorded under volume 987, pages 519, 521, 523 and 525 of the Brazoria County Deed Records.
4. Hold a public hearing to consider rezoning the following property from Single Family Residential/ Business and Retail to Mixed Use:  
  
Approximately 10 acres of land at the Intersection of County Road 48 and County Road 418 (Shaw Road), A0560 H.T. & B.R.R., Tract 162, Brazoria County, Texas.

## **EXECUTIVE SESSION**

*Executive session in accordance with 551.071, 551.074, and 551.087 of the Texas Gov't Code to deliberate and consult with attorney on the following:*

5. Discussion on Iowa Colony Development Authority/Tax Increment Reinvestment Zone No. 2 applications and appointments.
6. Discussion on potential or threatened legal action related to development agreement default.
7. Discussion on Economic Development proposals.

## **POST EXECUTIVE SESSION**

### **ITEMS FOR CONSIDERATION**

8. Consideration and possible action on a resolution nominating candidates for the Brazoria County Appraisal District Board of Directors.
9. Consideration and possible action on a Resolution accepting a grant award from the Community Oriented Policing Services (COPS) Grant Program.
10. Consideration and possible action on a Contract Award to GM Vera's Construction for ARPA CLFRF TX0833 - 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" Extension on Kelly Leigh Drive.
11. Consideration and possible action on an ordinance rezoning 20 acres of land on Iowa Colony Boulevard to Planned Unit Development.
12. Consideration and possible action on an ordinance rezoning approximately 10 acres of land at the intersection of County Road 48 and County Road 418 (Shaw Rd.) to Mixed Use.
13. Consideration and possible action to designate a representative and alternate for the 2025 H-GAC General Assembly.
14. Consideration and possible action on a multi-party agreement to share the cost of the Northwest Regional Wastewater Treatment Plant Phase 1.
15. Consideration and possible action on a professional services contract with Adico Consulting Engineers for design the Northwest Regional Wastewater Treatment Plant Phase 1.
16. Consideration and possible action on a resolution updating and confirming the TIRZ/ICDA Board Member positions.
17. Consideration and possible action on a contract for grant administrative services related to the 2025-26 TxCDBG Program.

### **CONSENT AGENDA**

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

18. Consider approval of the September 9, 2024 Work Session meeting minutes.
19. Consider approval of the September 9, 2024 City Council meeting minutes.
20. Consider approval of the September 16, 2024 City Council special meeting minutes.
21. Consideration and possible action on an ordinance authorizing the Iowa Colony Development Authority to issue its 2024 Bond Series in an amount not to exceed \$8 million.
22. Consideration and possible action on request for projects to be included in the FY 25 interlocal agreement (ILA) with Brazoria County for road projects.
23. Consider approval of the Replat of NE 1/2 of the NE 1/2 of the H.T. & B.R.R. Co. Survey 68.

- [24.](#) Consider approval of the Meridiana Section 55C Preliminary Plat.
- [25.](#) Consider approval of the Sierra Vista Section 10 Amended Final Plat.
- [26.](#) Consider approval of the Caldwell Lakes Section 1 Final Plat.
- [27.](#) Consider approval of the Caldwell Lakes Section 2 Final Plat.
- [28.](#) Consider approval of the Caldwell Crossing Section 3 Final Plat.
- [29.](#) Consider approval of the Caldwell Crossing Section 4 Final Plat.
- [30.](#) Consider approval of the Caldwell Crossing Section 5 Final Plat.
- [31.](#) Consider approval of the Caldwell Crossing Section 6 Final Plat.
- [32.](#) Consider approval of the Brazoria County Municipal Utility District No. 57 Water Plant No. 1 Final Plat.
- [33.](#) Consider approval of the Ellwood Detention Reserves "A" and "B" Final Plat.
- [34.](#) Consider approval of the Ellwood Karsten Boulevard Phase I Final Plat.
- [35.](#) Consider approval of the Ellwood Section 1A Final Plat.
- [36.](#) Consider acceptance of Brazoria County Municipal Utility District No. 87 Detention & Grading Phase 1 into One-Year Maintenance Period.
- [37.](#) Consider acceptance of Caldwell Crossing Section 1 - Water, Sanitary Sewer, Drainage and Paving Facilities into the One-Year Maintenance Period.
- [38.](#) Consider approval of an Early Plat Application for Sterling Lakes North Section 8.
- [39.](#) Consider acceptance of the Quarterly Investment Report.
- [40.](#) Consider approval of investment of city funds in a Certificate of Deposit with Veritex Community Bank.

## **COUNCIL COMMENTS**

## **STAFF REPORTS**

- [41.](#) Building Official / Fire Marshal Monthly Report
- [42.](#) Police Department Monthly Report
- [43.](#) Municipal Court Monthly Report
- [44.](#) Public Works Monthly Report
- [45.](#) City Engineer Monthly Report
- [46.](#) Finance Monthly Reports
- [47.](#) Technology Department Monthly Report
- [48.](#) Water/Wastewater Utility Monthly Report

## **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 October 11, 2024.



*Kayleen Rosser*  
\_\_\_\_\_  
Kayleen Rosser, City Secretary

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

*Kayleen Rosser*  
\_\_\_\_\_  
Kayleen Rosser, City Secretary

Date Signed: \_\_\_\_\_



**WHEREAS**, National Breast Cancer Awareness Month is an opportunity to raise awareness about the importance of early detection of breast cancer;

**WHEREAS**, breast cancer remains the second leading cause of cancer deaths among women, and both men and women should be aware that age, genetics, and family history are factors that can contribute to the risk of developing this disease; and

**WHEREAS**, individuals may help reduce their risk of breast cancer through regular self-exams, clinical breast exams, and mammograms, which are vital since treatments are most effective when breast cancer is detected early; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) provides breast and cervical cancer screenings and diagnostics to low-income, uninsured, and underinsured women across the United States, please visit the CDC’s National Breast and Cervical Cancer Early Detection Program to find information on how to get screened through this program;

**WHEREAS**, we join the celebration of survivorship; we support those fighting breast cancer and we honor those women and men who have lost their courageous battle with breast cancer; and

**WHEREAS**, we acknowledge the extraordinary commitment and effort by medical professionals and researchers invested in finding a cure; and

**NOW, THEREFORE**, I, Wil Kennedy, Mayor of the City of Iowa Colony, Texas, do hereby proclaim October 2024, as **Breast Cancer Awareness Month** in the City of Iowa Colony, Texas, and encourage our citizens, businesses, educators, and volunteers to support activities and programs that will increase breast cancer awareness. Although there is currently no cure for this disease, there is HOPE!

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Iowa Colony, Texas, to be affixed this 14<sup>th</sup> day of October 2024.

\_\_\_\_\_  
Wil Kennedy, Mayor





**In Recognition of Municipal Court Week  
November 4-8, 2024**

**WHEREAS**, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens;

**WHEREAS**, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

**WHEREAS**, the procedures for the Iowa Colony Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

**WHEREAS**, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our City;

**WHEREAS**, the City of Iowa Colony is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us;

**WHEREAS**, the Municipal Court Judge and clerks should comply with the law and pledge to be ever mindful of their neutrality and impartiality, rendering equal service to all and to continually strive to improve the administration of justice through participation in judicial education programs, seminars, and annual meetings of their state and local professional organizations;

**WHEREAS**, the Municipal Court Judge is not a policy maker for the City of Iowa Colony but is bound by the law and the Canons of Judicial Conduct and is required to make decisions independent of the governing body of the City Council, city officials, and employees;

**WHEREAS**, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the municipal court in complying with such legal requirements.

**THEREFORE**, I, Wil Kennedy, Mayor of Iowa Colony, Texas do hereby proclaim that the week of November 4-8, 2024 is recognized as municipal court week in recognition of the fair and impartial justice offered to our citizens by the municipal court of Iowa Colony.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Wil Kennedy  
Mayor of Iowa Colony, Texas

**CITY OF IOWA COLONY NOTICE OF PUBLIC HEARING  
ON REZONING**

Planning and Zoning Commission Public Hearing: **October 1, 2024, at 7:00 p.m.**  
City Council Public Hearing: **October 14, 2024, 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 7:00 p.m. on October 1, 2024, and the Iowa Colony **City Council** will hold a public hearing at 7:00 p.m. on October 14, 2024, each in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to Planned Unit Development:

Being 20.00 Acres of land situated in the H.T. & B.R.R. Co. Survey, section 56, Abstract 515, Brazoria County, Texas, being out of a called 73.94-acre tract of land recorded under volume 987, pages 519, 521, 523 and 525 of the Brazoria County Deed Record's

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](mailto:krosser@iowacolonytx.gov).

Kayleen Rosser  
City Secretary

**CITY OF IOWA COLONY NOTICE OF PUBLIC HEARING  
ON REZONING**

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Kayleen Rosser  
City Secretary



# BRAZORIA COUNTY APPRAISAL DISTRICT

Item 8.

## MEMBERS OF THE BOARD

Kristin Bulanek  
Elizabeth Day  
Tommy King  
John Luquette  
Patrick O'Day  
Gail Robinson  
George Sandars  
Susan Spoor  
Robert York-Westbrook

## CHIEF APPRAISER

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

September 3, 2024

**COPY**

Honorable Wil Kennedy  
Mayor of Iowa Colony  
3144 Meridiana Pkwy.  
Iowa Colony, TX 77583

Dear Honorable Wil Kennedy,

In reference to the selection of the Appraisal District Board of Directors, each voting taxing unit in Brazoria County nominates **by resolution**, up to five candidate(s) to fill the five (5) appointed positions of the Board of Directors. These nominations (names and addresses) must be submitted to the Chief Appraiser before **October 15, 2024**. (See Step 1 on Calendar)

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

Your 2023 total tax levy was **\$ 5,813,107**. This tax levy has entitled your taxing unit to **28** votes for the five (5) directors to be appointed to the Brazoria County Appraisal District.

The **voting process will begin before October 30, 2024** once all nominations have been received.

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

Sincerely,



Marcel Pierel III  
Chief Appraiser

MP/td  
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT**

Item 8.

**MEMBERS OF THE BOARD**

Kristin Bulanek  
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**CHIEF APPRAISER**

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

**M E M O**

To: All Voting Taxing Units  
From: Marcel Pierel III, Chief Appraiser  
Subject: 2024 Appointment of the Board of Directors For  
Years 2025  
Date: September 3, 2024

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Your taxing unit participates in appointing five members of the Brazoria County Appraisal District's Board of Directors.

The board is composed of three elected members and five appointed members whose terms expire December 31, 2024.

If the county assessor-collector is not appointed to the board, the county assessor-collector serves as an ex officio director.

This memorandum sets out the process of appointing directors for terms that begin January 1, 2025.

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

**Selection Procedures**

The procedures for appointing members of the board of directors for the term that will begin on January 1, 2025 are as follows:

**Step 1 --- Nomination**

Before **October 15, 2024**, the voting units must **adopt a resolution nominating** up to **five** candidate(s) by formal action. The presiding officer of the voting unit must submit the nominees **name(s) and addresses** to the Chief Appraiser.

## **Step 2 -- Appointment of Board of Directors**

Before **October 30, 2024**, the Chief Appraiser will prepare and mail a ballot listing the nominees in alphabetical order by last name.

Before **December 15, 2024** each voting unit must cast its votes by **written resolution** from the ballot listing of nominees; naming two members to serve a 1-year term and three members to serve a 3-year term and the number of votes they wish to cast for each nominee and submit a certified copy to the Chief Appraiser.

**Ballots received by the Chief Appraiser after December 15, 2024 may not be counted.**

The Chief Appraiser will count the votes, declare the results, and notify all nominees and all taxing units of the results before December 31, 2024. If a tie occurs, the Chief Appraiser must solve it through any method of chance.

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

1. A calendar that lays out the procedures and dates for conducting the 2024 appointment of the Board of Directors.
2. Letter showing the number of votes your entity is entitled to cast on the ballot after candidate nominations are received. (See October 30 on the appointment calendar).
3. A suggested form of resolution along with a form for the **nomination(s) of a candidate(s)** to the board of directors of the Brazoria County Appraisal District.

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

Enclosures (3)



**BRAZORIA COUNTY APPRAISAL DISTRICT  
2024 BOARD OF DIRECTORS ELECTION CALENDAR**

**Before Oct. 1**  
**(Sep. 1, 2024)**

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

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

**Before Oct. 15**

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

**Before Oct. 30**

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

**Before Dec. 15**

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

**Before Dec. 31**

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

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

**BRAZORIA COUNTY APPRAISAL DISTRICT  
BOARD OF DIRECTORS ELECTION 2024**

**NOMINATIONS**

**PLEASE CHECK THE BOX NEXT TO YOUR NOMINEES**

**YOU MAY CHOOSE A TOTAL OF FIVE NOMINEES  
FROM CURRENT MEMBERS AND/OR NEW NOMINEES**

**CURRENT MEMBERS**

- 1.  Tommy King
- 2.  Patrick O'Day
- 3.  Gail Robinson
- 4.  George Sandars
- 5.  Susan Spoor

**NEW NOMINEES/CANDIDATES IF YOU CHOOSE TO**

**Please provide name and address for new nominees**

- 6.  \_\_\_\_\_
- 7.  \_\_\_\_\_
- 8.  \_\_\_\_\_
- 9.  \_\_\_\_\_
- 10.  \_\_\_\_\_

**PLEASE ATTACH YOUR RESOLUTION TO THIS FORM**

SUBMITTED BY: \_\_\_\_\_

VOTES ENTITLED TO: \_\_\_\_\_

VOTES CAST: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE \_\_\_\_\_  
OF THE \_\_\_\_\_**

**NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF  
THE BRAZORIA COUNTY APPRAISAL DISTRICT**

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

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

**BE IT RESOLVED BY THE \_\_\_\_\_  
OF THE \_\_\_\_\_ :**

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

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

- Name & Address: \_\_\_\_\_
- Name & Address: \_\_\_\_\_
- Name & Address: \_\_\_\_\_
- Name & Address: \_\_\_\_\_
- Name & Address: \_\_\_\_\_

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2024.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2025, and extending through December 31, 2026; and

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

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

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

**SECTION 2.** That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2025.

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

**SECTION 3.** That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2024.

**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 THIS 14<sup>th</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY**

\_\_\_\_\_  
**Wil Kennedy, Mayor**

**ATTEST:**

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**Kayleen Rosser, City Secretary**





# City Council Agenda Item Request Form

Item 9.

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

Date: 10/04/2024

Department Making Request: 20 - Police

Person Making Request: Chief Aaron I. Bell

Item Type: Resolution

Budgeted? N/A (no cost)

Cost:

If budgeted, identify account:

Short Description:

Consideration and possible action on a Resolution accepting the COPS Hiring Grant and authorizing the necessary actions for the implementation and

Explanation/Justification Details:

In April 2024 the Police Department began the process of applying for a US Department of Justice COPS Hiring Program grant. The grant is designed to add additional officers to a department with a focus on Community Orientated Policing. The grant assists by providing salary and benefits dollars for officers in a step approach; Year 1 - 75%, Year 2 - 50%, Year 3 - 25%. The City has the responsibility to match the remaining dollars for each year.

At the end of September 2024 the Police Department was notified they were awarded a \$250,000 grant for two positions from USDOJ. Officers under these grant positions will have a primary focus of Community Orientated Policing and assist both the Patrol and CID divisions as needed.

This resolution accepts the grant and authorizes the necessary actions for the implantation and administration of the grant.

Requestor Signature: **Aaron I. Bell** Digitally signed by Aaron I. Bell  
Date: 2024.10.04 11:02:21 -05'00'

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the

Council Agenda.

City Secretary

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF IOWA COLONY, TEXAS, ACCEPTING THE COPS HIRING GRANT AWARD FOR THE HIRING OF TWO ADDITIONAL POLICE OFFICERS, AND AUTHORIZING THE NECESSARY ACTIONS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE GRANT**

**WHEREAS**, the Iowa Colony Police Department applied for the FY24 COPS Hiring Program Grant administered by the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS); and

**WHEREAS**, the COPS Hiring Program provides funding to assist law enforcement agencies in hiring new officers to increase community policing capacity and enhance public safety; and

**WHEREAS**, the City of Iowa Colony has been awarded a total of \$250,000 through the COPS Hiring Grant to hire two additional full-time police officers to serve and protect the community; and

**WHEREAS**, the hiring of these officers will help the Iowa Colony Police Department enhance its ability to address crime and build positive relationships with residents; and

**WHEREAS**, the City Council recognizes the importance of this grant to the safety and welfare of the community and wishes to formally accept the award and authorize the necessary actions to implement it;

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

**SECTION 1.** That the City Council hereby accepts the COPS Hiring Grant for the amount of \$250,000, awarded to the Iowa Colony Police Department for the hiring of two additional full-time police officers.

**SECTION 2.** That the Iowa Colony Police Department is authorized to proceed with the hiring of two additional police officers in accordance with the terms of the COPS Hiring Grant.

**SECTION 3.** That the City Manager, or their designee, is authorized to take all necessary actions, including executing any required agreements, to administer and manage the grant in compliance with the COPS Hiring Program guidelines.

**SECTION 4.** That the City Council authorizes any necessary adjustments to the Police Department's budget to accommodate the implementation of this grant award.

**SECTION 5.** That this resolution shall take effect immediately upon its passage.

**SECTION 6.** That it is officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THIS 14<sup>th</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY**

\_\_\_\_\_  
**Wil Kennedy, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kayleen Rosser, City Secretary**



# City Council Agenda Item Request Form

Item 10.

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

Date: 09/27/2024

Department Making Request: 30 - Public Works

Person Making Request: Dinh Ho

Item Type: Contract

Budgeted? Y / N / n/a

Cost: 1179533.14

If budgeted, identify account:

Three empty rectangular boxes for account identification.

Short Description:

Award a Construction Bid for the ARPA CLFRF TX0833 - 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" on Kelly Leigh Drive project

Explanation/Justification Details:

On August 20, 2024, bids were received and opened for the ARPA CLFRF TX0833 - 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" on Kelly Leigh Drive project.  
  
There were 14 bidders. GM Vera's Construction was the submitted the low bidder with a bid in the amount of \$1,179,533.14. See attached Bid Tabulation. Adico conducted a review of references and recommends awarding the contract to GM Vera's Construction.

Requestor Signature:

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the

Council Agenda.

City Secretary

Wednesday, September 30, 2024

Robert Hemminger  
City Manager  
3144 Meridiana Parkway  
Iowa Colony, Texas 77583

Re: 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" Extension on Kelly Leigh Drive  
ARPA CLFRF TX0833 – Iowa Colony  
Adico, LLC Project No. 21034-01  
Letter of Recommendation for Contract Award

Dear Mr. Hemminger:

On behalf of the City of Iowa Colony, Adico, LLC has completed the evaluation of the bids received for the 12" Waterline Extension and Improvements on Iowa Colony Boulevard & 8" Extension on Kelly Leigh Drive. The project was publicly advertised, and bids were received and opened on Tuesday, August 20, 2024. See attached Bid Tabulation.

After conducting our review of references, we recommend awarding the contract to GM Vera's Construction with a Total Base Bid of \$1,179,533.14

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

Sincerely,  
Adico, LLC



Brent Berthier, P.E.  
TBPE Firm No. 16423

Cc: Dinh Ho, P.E.

BID

12" WATERLINE EXTENSION AND IMPROVEMENTS ON IOWA COLONY BOULEVARD & 8" ON KELLY LEIGH DRIVE TO SERVE CITY OF IOWA COLONY

City of Iowa Colony, TX  
City Hall  
12003 Iowa Colony Boulevard  
Iowa Colony, TX 77583

CONTRACTOR: GM Vera's Construction  
(Legal Name of Company)  
ADDRESS: 6623 Laughlin Dr.  
Missouri City, TX 77489 County: Fort Bend  
TELEPHONE: 832-655-3793 FAX: \_\_\_\_\_  
E-MAIL: mgvera@gmverasconstruction.com

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **sixty (60) days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within **seven (7) days** after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined, carefully studied, and understands all the terms and conditions set forth in the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices: (see attached bid form.)

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **90 calendar days** after the date when the Contract Times commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a **Cashier's Check / Bid Bond** is attached to and made a condition of this Bid.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on August 20<sup>th</sup>, 2024.  
State Contractor License No. 84-4469255

INDIVIDUAL:

(individual) \_\_\_\_\_ (Seal)  
doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

PARTNERSHIP:

By (firm) \_\_\_\_\_ (Seal)  
(General Partner) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

CORPORATION:

By (corp.) GM Vera's Construction \_\_\_\_\_ (Seal)  
State of Incorporation Texas \_\_\_\_\_  
By (person authorized) Miller \_\_\_\_\_  
Title President \_\_\_\_\_

Attest (Secretary) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Date of Qualification to do business is \_\_\_\_\_



JOINT VENTURE:

By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_

Address & Phone No. for official communications:

6623 Laughlin Dr. Missouri City, TX 77459  
832-655-3793

**BID PROPOSAL**  
**WATERLINE EXTENSION AND IMPROVEMENTS**  
**ON IOWA COLONY BOULEVARD AND KELLY LEIGH**  
**TO SERVE CITY OF IOWA COLONY**  
 IOWA COLONY, TX 77583  
 ADICO PROJECT NO. 21034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<b>SECTION A - GENERAL</b>					
1.	Mobilization/Payment/ Performance Bonds/Permits & Fees	LS	1	\$ <u>121,054.40</u>	\$ <u>121,054.40</u>
<b>SUBTOTAL SECTION A - GENERAL</b>					\$ <u>121,054.40</u>
<b>SECTION B - IOWA COLONY BOULEVARD WATER DISTRIBUTION SYSTEM</b>					
2.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch PVC, C-900 Water Line, including fittings and appurtenances, with standard bedding and backfill as indicated on plans and according to specifications, complete in place.	LF	9,351	\$ <u>62.90</u>	\$ <u>588,177.90</u>
3.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 12-Inch PVC, C-900 Water Line with standard bedding and backfill as indicated on plans and according to specifications, complete in place.	LF	1,115	\$ <u>111.90</u>	\$ <u>124,768.50</u>
4.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Fire Hydrant assembly including Gate Valve as indicated on plans and according to specifications, complete in place.	EA	21	\$ <u>8,217.00</u>	\$ <u>172,557.00</u>
5.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch Gate Valve and Box, as indicated on plans and according to specifications, complete in place.	EA	14	\$ <u>3,691.40</u>	\$ <u>51,679.60</u>
6.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 12-Inch Plug and Clamp, with 2-inch Blow of Valve, as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>1,485.90</u>	\$ <u>1,485.90</u>
7.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 12" Wet Connection as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>1,362.70</u>	\$ <u>1,362.70</u>
8.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install OSHA Trench safety according to specifications. Includes removal.	LF	9,351	\$ <u>1.10</u>	\$ <u>10,286.10</u>
<b>SUBTOTAL SECTION B - IOWA COLONY BOULEVARD WATER DISTRIBUTION SYSTEM</b>					\$ <u>950,317.70</u>



**BID PROPOSAL**  
**WATERLINE EXTENSION AND IMPROVEMENTS**  
**ON IOWA COLONY BOULEVARD AND KELLY LEIGH**  
**TO SERVE CITY OF IOWA COLONY**  
**IOWA COLONY, TX 77583**  
**ADICO PROJECT NO. 21034-01**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
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**SECTION C - KELLY LEIGH ROAD WATER DISTRIBUTION SYSTEM**

9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 8-Inch PVC, C-900 Water Line, including fittings and appurtenances, with standard bedding and backfill as indicated on plans and according to specifications, complete in place.	LF	860	\$ <u>44.40</u>	\$ <u>38,184.00</u>
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 8-Inch PVC, C-900 Water Line as indicated on plans and according to specifications, complete in place.	LF	163	\$ <u>72.70</u>	\$ <u>11,850.10</u>
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Fire Hydrant assembly including Gate Valve as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>7,251.50</u>	\$ <u>14,503.00</u>
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 8-Inch Gate Valve and Box, as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>2,110.60</u>	\$ <u>2,110.60</u>
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install OSHA Trench safety according to specifications. Includes removal.	LF	860	\$ <u>1.10</u>	\$ <u>946.00</u>

**SUBTOTAL SECTION C - KELLY LEIGH ROAD WATER DISTRIBUTION SYSTEM \$ 67,593.70**

**SECTION D - STORMWATER POLLUTION PREVENTION**

14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	LF	870	\$ <u>3.30</u>	\$ <u>2,871.00</u>
15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Turf Establishment by Hydromulch Seeding on Maintenance berms, pond side slopes from high bank to toe elevation. Includes watering, fertilizing, mowing and maintenance, until a full stand of Bermuda grass has been established and all Governing agencies have Inspected and accepted (in writing) the subject Project.	AC	4.7	\$ <u>2,703.20</u>	\$ <u>12,705.04</u>

**SUBTOTAL SECTION D - STORMWATER POLLUTION PREVENTION \$ 15,576.04**

**BID PROPOSAL**  
**WATERLINE EXTENSION AND IMPROVEMENTS**  
**ON IOWA COLONY BOULEVARD AND KELLY LEIGH**  
**TO SERVE CITY OF IOWA COLONY**  
 IOWA COLONY, TX 77583  
 ADICO PROJECT NO. 21034-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<b><u>SECTION E - MISCELLANEOUS</u></b>					
16.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTHS	3	\$ <u>4,446.40</u>	\$ <u>13,339.20</u>
17.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Construction Staking, as indicated on plans and according to specifications, complete in place.	LS	1	\$ <u>11,652.10</u>	\$ <u>11,652.10</u>
SUBTOTAL SECTION E - MISCELLANEOUS					\$ <u>24,991.30</u>
TOTAL BASE BID					\$ <u>1,179,533.14</u>

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: August 20<sup>th</sup>, 2024

Bidder (Legal Name of Firm): Vera's Underground Utilities, Inc dba GM Vera's Construction

Date Organized: 01/21/2020

Address : 6623 Laughlin Dr.  
Missouri City, TX 77489

Date Incorporated 01/21/2020

Federal ID Number: 84-4469 255

Number of Years in contracting business under present name 4

List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_  
\_\_\_\_\_

**Work Presently Under Contract:**

Contract	Amount \$	Completion Date
<u>Mont Bolvieu Crossing WSD</u>	<u>\$432,428.10</u>	<u>September 2024</u>
<u>Audobon RPM Utility Extension</u>	<u>\$234,803.70</u>	<u>September 2024</u>
<u>Portillos Restaurant WSD</u>	<u>\$250,000.00</u>	<u>August 30<sup>th</sup>, 2024</u>

Type of work performed by your company: Water, Sanitary, Drainage

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Project Managers: Three  
Estimators: Four  
Field Supervisors: Three

Have you ever failed to complete any work awarded to you?  Yes  No  
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect?  Yes  No  
(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Candela South Offsite Water Line	\$ 437,850.94	June / 2024
Katy Hockley Water & Wastewater Extension	\$ 313,923.53	March / 2024
Sorella offsite Water Line	\$ 712,597.40	February / 2029

Major equipment available for this contract: Excavators, Wheeled Loaders, Backhoes, Compactors, Dozers

Are you in compliance with all applicable EEO requirements?  Yes  No  
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 11029 Shadow Creek Pkwy Contact Name: Jose Saldana  
City & State: Pearland, TX Zip: 77584 Phone Number: 281-549-9027  
Credit available: \$ 200,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No  
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 20<sup>th</sup> day of August, 2024.

  
Signature

Maria Vera - President  
Printed Name and Title

GM Vera's Construction  
Company Name

**Notary Statement:**

maria Vera, being duly sworn, says that he/she is the  
Position/Title President of GM Vera's Construction (Firm Name), and hereby  
swears that the answers to the foregoing questions and all statements therein contained are true  
and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any  
information requested City of Iowa Colony in verification of the recitals comprising this Statement  
of Bidder's Qualifications.

Subscribed and sworn before me this 20th day of August, 20 24.

Notary Public

Aureliano Hernandez  
Signature

Aureliano Hernandez  
Printed Name

My Commission Expires: 09-25-2027

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.





# GM Vera's Construction

## Excavation Services & Underground Utilities

### Qualifications Statement

**Company Name:** GM Vera's Construction

**Address:** 6623 Laughlin Dr.  
Missouri City, Texas 77489

**Contact Person:** Maria Vera

**Title:** President

**Phone Number:** 832-655-3793

**Email Address:** [mgvera@gmverasconstruction.com](mailto:mgvera@gmverasconstruction.com)

#### Type of Work

General Construction

Water and Sanitary Sewer Utilities

Paving

Grading and Drainage

Site Preparation

**Organization:** S-Corporation

**Number of Years in Business:** 3 Years

**Date Incorporated:** 1/21/2020

**Equipment Available:** Excavators, Wheeled loaders, Backhoes,  
Compactors, Dozers



WE ARE VERA GOOD!

# GM Vera's Construction

## Excavation Services & Underground Utilities

Phone No.: 832-655-3793

### References

Name	Company	Phone No.	Email
Jeff Ebersole, PE	Costello Engineering	713-783-7788	<a href="mailto:jebersole@costelloinc.com">jebersole@costelloinc.com</a>
Rick Taylor	Eubank Excavation	936-933-4301	<a href="mailto:rtaylor@eubankexcavation.com">rtaylor@eubankexcavation.com</a>
Christopher Krauss	Quiddity Engineering LLC	832-754-5763	<a href="mailto:ckrauss@quiddity.com">ckrauss@quiddity.com</a>
Tim Moore	SPD Construction	832-754-5763	<a href="mailto:timmoore@spdconstruction.com">timmoore@spdconstruction.com</a>
Joe Almager	Harper Brothers Construction	832-272-3662	<a href="mailto:joe.almager@harperbro.com">joe.almager@harperbro.com</a>
Burt Smith	City of Magnolia	832-797-2124	<a href="mailto:jsmith@cityofmagnolia.com">jsmith@cityofmagnolia.com</a>
Greg Willey	City of Sugar Land	281-723-4684	<a href="mailto:gwilley@sugarlandtx.gov">gwilley@sugarlandtx.gov</a>
Josh Brown	Tri-County Construction	361-243-1103	<a href="mailto:josh@tri-countyconstruction.com">josh@tri-countyconstruction.com</a>
Issac Aman	Costello Engineering	832-235-3144	<a href="mailto:iaman@costelloinc.com">iaman@costelloinc.com</a>
Eric Grotberge	Eubank Excavation	936-672-2531	<a href="mailto:grotberge1@gmail.com">grotberge1@gmail.com</a>
Dane Kendall	EHRA Engineering	301-928-2111	<a href="mailto:dkendall@ehranc.com">dkendall@ehranc.com</a>
Kristen Stagner, PE	LJA Engineering	832-428-5002	<a href="mailto:kstagner@lja.com">kstagner@lja.com</a>
Richard Jones	JW Construction	832-671-9785	<a href="mailto:rjones@jwconstsvc.com">rjones@jwconstsvc.com</a>
Morris Andress	Bovay Engineers	713-817-9696	<a href="mailto:mandress@bovayengineers.com">mandress@bovayengineers.com</a>
Zain Shenwari	TNRG Development	832-479-6661	<a href="mailto:zain@tnrg.net">zain@tnrg.net</a>
Devin Espinosa PE	Quiddity Engineering LLC	832-913-4060	<a href="mailto:dpespinosa@quiddity.com">dpespinosa@quiddity.com</a>

**Major Projects In Progress**

No.	Name of Project	Amount	Description	Percent Completed	Project Engineer/GC	Scheduled Completion Date
1	Mont Belvieu Crossing Building 8,9 & 12	\$ 432,428.10	Water, Sanitary and Storm	0%	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact:Rick Taylor Phone No:936-933-4301	Sep-24
2	Audobon RPM Utility Extension and Det	\$ 234,803.70	Sanitary and Water	0%	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact:Rick Taylor Phone No:936-933-4301	Sep-24
3	Portillos Restaurant	\$ 250,000.00	Water, Sanitary and Storm	80%	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact:Rick Taylor Phone No:936-933-4301	Aug-24
4	Private VW of Clear Lake WSD	\$ 590,745.80	WaterSanitaryStorm	80%	<b>SPD Construction</b> 9540 Katy Fwy Houston,Texas 77055 Contact:Tim Moore Phone No:832-922-2266	Aug-24
5	Construction of Sanitary Sewer Facilities for Beacon Point 12-Inch Force Main	\$ 433,825.30	Sanitary Force Main	95%	<b>Engineer:</b> Quiddity Engineering Contact: Carolina Williams Phone No: 832-815-2606	Aug-24
6	Water Line, Force Main and Sanitary Sewer to Serve Beltway 8 Park	\$ 200,932.60	Water Line Force Main Sanitary Sewer	95%	<b>Project Engineer:</b> EHRA Engineering 10011 Meadowglen Lane Houston,Texas 77042 Contact: Valerie Lara, PE Phone No:713-337-7432	Sep-24
7	Volkswagen West Walker St. Extension	\$ 980,395.30	Water Line Sanitary Sewer Storm Sewer	95%	<b>Contractor:</b> SPD Construction 9540 Katy Fwy Houston,Texas 77055 Contact:Tim Moore Phone No:832-922-2266	Sep-24



# Staff Employed

Project Name	QTY
Project Managers	3.00
Estimators	4.00
Field Supervisors	3.00
Field Crew Members	25.00

## Projects Completed

No.	Name of Project	Amount	Description	Date Completed	Project Engineer/GC
1	Candela South Offsite Waterline	\$ 437,850.94	Water Line Extension	Jun-24	<b>Engineer:</b> Quiddity Engineering Contact: Devin P. Espinosa, PE Phone No: 832-913-4060
2	Katy Hockley Business Park Water and Wastewater Construction for Harris County Municipal Utility District No. 64	\$ 313,923.53	Water Line Sanitary Sewer	Mar-24	<b>Project Engineer</b> JW Construction Services 11211 Katy Freeway Suite 325 Houston, Texas 77079 Richard Jones, PE 832-671-9285
3	Construction of the Offsite Collection Line to Serve Sorella Development Harris County Municipal Utility District No. 558	\$ 712,597.40	Water Line	Feb-24	<b>Engineer:</b> LJA Engineering 3600 W Sam Houston Pkwy Suite 600 Houston, Texas 77042 Kristen Stagner, PE 832-428-5002
4	Sterling McCall Hyundai	\$ 1,082,592.50	Fire Water Line Sanitary Storm Drainage	Jan-24	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact: Rick Taylor Phone No: 936-933-4301  <b>Owner:</b> Group 1 Automotive 800 Gessner Rd #500 Houston, Texas 77074
5	12" Waterline & 8" Sanitary Sewer In Rolling Creek Utility District to Serve Greenhouse Apartments	\$ 384,171.40	Waterline and Sanitary	Oct-23	<b>Project Engineer:</b> Bovay Engineers, Inc 11757 Katy Fwy Suite Houston, Texas 77079 Contact: Morris Andress Phone No: 713-777-8400
6	Ratcliff Sjolander Building 9	\$ 121,443.60	Fire Water Line Sanitary Storm Drainage	Sep-23	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact: Rick Taylor Phone No: 936-933-4301
7	Gateway Maplewood	\$ 337,119.70	Fire Line Sanitary Storm Drainage	Sep-23	<b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact: Rick Taylor Phone No: 936-933-4301
8	Port of Houston Waterline	\$ 819,000.50	Installation of Waterline	Jul-23	<b>General Contractor:</b> Tri-County Construction PO Box 1195 Livingston, Texas 77351 Contact: Josh Brown Phone No: 361-243-1103
9	Wastewater Collection and Storm Water Facilities to serve Meridiana Commercial, Sec. 14	\$ 549,425.82	Deep Sanitary and Storm	Mar-23	<b>Project Engineer:</b> EHRA Engineering 10011 Meadowglen Lane Houston, Texas 77042 Contact: Dane Kendall Phone No: 301-928-2111  <b>Owner:</b> Rise Communities 1602 Avenue Dr #100 Katy, Texas 77493 Contact: Tom Horn Phone No: 281-832-0563

10	Water Distribution and Sanitary Sewer Facilities to Serve Rogers Road and Wilson Dr.	\$ 585,300.00	Water Sanitary Storm Drainage	Feb-23	<p><b>Project Engineer:</b> EHRA Engineering 10011 Meadowglen Lane Houston, Texas 77042 Contact: Dane Kendall Phone No: 301-928-2111</p> <p><b>Owner:</b> Rise Communities 1602 Avenue Dr #100 Katy, Texas 77493 Contact: Tom Horn Phone No: 281-832-0563</p>
11	North Utility Extension for Commercial Tract	\$ 441,435.54	Water Sanitary Storm Drainage	Oct-22	<p><b>Project Engineer:</b> Costello Inc. 2107 City West Boulevard Third Floor Houston, Texas 77042 Contact: Jeff Ebersole, PE &amp; Issac Aman Phone No: 832-235-3144</p>
12	Binford Road and Outfall	\$ 1,174,351.50	Water Sanitary Storm Drainage	Sep-22	<p><b>General Contractor:</b> Tri-County Construction PO Box 1195 Livingston, Texas 77351 Contact: Bryan Teel Phone No: 832-818-57-89</p> <p><b>Owner:</b> Marlon R Davis 529 S Bayside Drive Anahuac, Texas 77514 Phone No: 833-288-5937</p>
13	Cypress Volkswagen Sales	\$ 233,083.00	Fire Water Line Sanitary Storm Drainage	May-22	<p><b>Contractor:</b> SPD Construction 9540 Katy Fwy Houston, Texas 77055 Contact: Tim Moore Phone No: 832-922-2266</p> <p><b>Owner:</b> T&amp;S Watkins 3 LLC 11000 S Frontage Rd. South Jordan, UT 84095</p>
14	Public Contract C-Store Becker Road WSD	\$ 183,579.50	Water Sanitary Storm Drainage	Jan-22	<p><b>Project Engineer:</b> Bovay Engineers, Inc 11757 Katy Fwy Suite Houston, Texas 77079 Contact: Jose Moreno Phone No: 281-797-2331</p> <p><b>Owner:</b> Three Star Operations LLC 12750 S. Kirkwood, Suite 200 Stafford, Texas 77477 Contact: Karim Momin Phone No: 713-539-9115</p>
15	Explore USA of Katy	\$ 519,678.10	Water Fire Line Sanitary Storm Drainage	Jan-22	<p><b>Contractor:</b> Eubank Excavation 11922 County Rd 302 Planterville, Texas 77363 Contact: Rick Taylor Phone No: 936-933-4301</p>
16	Swift Trucking Drainage	\$ 656,100.02	Water Sanitary Storm Drainage	Jan-22	<p><b>General Contractor:</b> Andale Construction 7700 N Hayes Drive Valley Center KS 67147 Contact: Josh Brown Phone No: 361-243-1103</p> <p><b>Owner:</b> Swift Trucking 2200 S 75th Ave Phoenix, Arizona 85043 Phone: 800-800-2200</p>

## Financial Information

**Financial Institution** Chase Bank

**Address:** 11029 Shadow Creek Pkwy  
Pearland, Texas 77584

**Contact Person:** Jose Saldana

**Title:** Business Relationship Manager

**Phone Number:** 281-549-9027

**Email Address:** [jose.g.saldana@chase.com](mailto:jose.g.saldana@chase.com)

**Key Personnel Information  
Resumes Attached**

**Project Manager** Maria Vera  
**Jr. Project Manager:** Ivan Vera  
**Field Supervisors** Jose G Vera  
Manuel Vera  
Ruben Vera

**Maria Vera**  
 6623 Laughlin Dr. Missouri City, Texas 77489  
 832-655-3793 [mgvera@gmverasconstruction.com](mailto:mgvera@gmverasconstruction.com)

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**EDUCATION:** University of Houston Cullen College of Engineering-Houston, TX  
 Bachelor of Science in Industrial Engineering – May 2016 Cum Laude

**WORK EXPERIENCE:**

GM Vera's Construction President February 2021- Present

- Effectively manage team to successfully execute construction projects
- Complete and submit estimates for bids
- Serve as a leader in developing new business
- Complete all purchase orders and subcontracts for each project
- Complete Submittals, RFIs, Change Orders, and Monthly Pay Estimates for each project
- Communicate with Project Owner and Engineers to revolve issues
- Ensure all permits are acquired
- Complete construction schedules for each project

Triple B Services L.L.P- Huffman, TX Project Manager November 2017-February 2021

***Responsibilities***

- Managed a range of multiple construction projects by controlling time, cost and quality of project
- Developed and maintain project schedule to support construction process using Primavera P6
- Responsible for completing monthly applications for payment
- Reviewed drawings and submit material's submittals for approval
- Responsible for communicating project goals to field crews
- Ensured project data and documents are complete, and stored appropriately
- Responsible for identifying project conflict and submitting RFIs quickly to avoid project delay
- Ensured project permits are obtained
- Worked with City and County Management systems for Change Order, RFIs, Submittals such as but not limited to Ebuilder, Manage It, ProCore, Masterworks

***Projects***

- Hidden Lakes @ Gettysburg -\$1,684,479.67
- 33rd Street Improvements- \$813,175.00
- Corrigan Ditch Drainage Imp-\$2,577,205.00
- Thompson View WSD-\$1,692,813.00
- Federal Road Reconstruction 18/0213- \$3,597,760.63
- Nichols Ave Sanitary Sewer Relocation @ FM 517-\$363,522.00
- Meridiana Sec 38 & Observation Way WSD Paving-\$1,978,573.00
- Camelot St & Waterline Extension Project- \$1,317,050.00
- Grand National WSD/Paving/Detention-\$5,675,038.00
- Crosby Apartments Fire Line- \$190,742.00
- Arkema Fire Protection and Paving- \$888,382.05
- Twinwood Pkwy Drainage, Clearing and Grubbing- \$404,476.20
- River Farms Section 4 WSD- \$786,826.05
- River Farms Sec4 Paving- \$640,547.75
- South Meadows Paving- \$534,584.55
- Cane Island Sec 38 WSD-Paving- \$1,473,445.87
- Meridiana Sec 39B WSD-Paving- \$1,129,914.00

Sikorsky Aircraft a Lockheed Martin Company - Dallas, TX      Industrial Engineer      July 2016-November 2017

- Designed facility layouts to accommodate new machines and maximize space utilization
- Created various metrics reports using Crystal Reports to identify opportunities for improvement and provide recommendations
- Lead weekly meetings to communicate current business performance to management team
- Analyzde data and demands to plan manpower needs
- Reduced quality escapes by 75% over a four week period by creating automated program
- Lead the continuous improvement program by planning and leading lean activities that achieve cost savings and waste reduction
- Estimated labor and material costs for new contracts
- Purchased required production equipment

C&S Wholesale Grocers-Houston, TX      Industrial Engineering Co-Op      February 2016-June 2016

- Analyzed various processes by conducting time & motion studies to identify opportunities for improvement
- Achieved 20% increase in production by eliminating non-value added activities
- Designed facility layouts to improve flow of products and maximize space utilization
- Maximized efficiency by analyzing manpower needs

Sikorsky Aircraft a Lockheed Martin Company-Dallas, TX      Industrial Engineering Intern      June 2014-August 2015

- Completed Cost Hiatt Analysis by conducting time studies for process improvement projects
- Completed 6S assessments and developed work instructions
- Created database for tool inventory organization
- Designed layout for Kitting Kart Area to increase productivity
- Created work area layout for space optimization purposes
- Implemented Lean Six Sigma DMAIC in order to optimize the facility's space

#### **SKILLS:**

- Fluent in Spanish
- Six Sigma Green Belt
- Crystal Reports, VISIO, SIMIO, Google Sketch, Microsoft Office, AutoCAD, Minitab, Primavera P6, Etake Off

#### **ACTIVITIES/AWARDS:**

- Sikorsky Flight Award
- Sikorsky Dallas Community Outreach Team
- Tau Beta Pi Engineering Honor Society
- Dean's List
- National Collegiate Honor Scholars

#### **PROFFESIONAL DEVELOPMENT**

- Society of Women Engineers
- Institute of Industrial & Systems Engineers

# Ivan Vera

## Construction Management Student & Junior Estimator

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### Ivan Vera

5035 Canyon Blanco Drive  
Houston, TX 77045

832.923.7482

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### Skills

- Quick Problem-Solving Skills
- Leadership
- Mathematics
- Previous experience with Engineering
- Writing

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### Experience

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#### GM Vera's Construction/ Assistant Project Manager & Junior Estimator

NOVEMBER 2021 - PRESENT, Missouri City, TX

- Assisted CEO/ Project Manager
- Aided in the Take-off of project for bidding purposes
- Have daily contact with field crew for cost tracking
- Contact vendors for quotes
- Previous experience with "eTakeoff" Software
- Previous experience with "BlueBeam" Software

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### Education

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#### University of Houston / B.S in Construction Management

August 2021 - EXPECTED May 2025, Houston, TX

- 3.75 GPA (as of May 2022)
- Previous Experience with "On-Screen Takeoff"
- Completed up to 2nd year of Major Coursework
- Completed Coursework in regards to Procurement and Safety

#### Harmony School of Ingenuity / High School Diploma with Endorsements

August 2017 - May 2021, Houston, TX

- 4.14 GPA
  - Magna Cum Laude
  - Ranked in Top 5% of class
  - Graduated 5th out of 120+ students
  - Completed coursework in PLTW Engineering
  - Participated in Lego Waterworks competition (2017)
  - Participated in STEM Festival throughout the four years in the engineering department
-



## Awards

- AP Scholar (07/2020)- Score a 3 or higher in 3 or more AP Tests.
  - A & B Honor Roll- (05/2019)- Maintain all grades above a B throughout sophomore year.
  - A & B Honor Roll- (05/2020)- Maintain all grades above a B throughout junior year.
- 

## Languages

- Fluent in Spanish (Native)
  - Fluent in English (Advanced)
- 

## Volunteering Experience

- St. Mark the Evangelist Catholic Church (08/2018 - 12/2019)
  - Provided assistance during regular mass hours.
  - Became an Altar Server during special masses, such as during a Confirmation mass and a Marriage.
- S.T.E.M Festival (9th grade - 11th grade) - Member
  - Assumed a leadership role among peers during the planning and building process.
  - Assisted with the setup of booths.
  - Presented the project to professionals alongside peers.

**Jose Guillermo Vera**  
 13210 Arbor Villa Lane, Houston, Texas 77044  
 346-302-3689 [jgvera@gmverasconstruction.com](mailto:jgvera@gmverasconstruction.com)

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**WORK EXPERIENCE:**

GM Vera's Construction	Co-Owner/ Field Superintendent	2021- Present
<ul style="list-style-type: none"> <li>• Co-Founded GM Vera's Construction</li> <li>• Lead field crews to successfully complete projects</li> <li>• Coordinate with subcontractors for scheduling</li> <li>• Order Material Needed for the Project</li> <li>• Work with Estimator to complete estimates for project bids</li> <li>• Communicate with Project Owner and Engineers to Resolve Field Issues</li> </ul>		
Triple B Services L.L.P- Huffman, TX	Foreman	2011-2021
<ul style="list-style-type: none"> <li>• Field managed construction crew to successfully execute projects</li> <li>• Communicate with Office Project Managers to complete RFIs and Change Orders</li> <li>• Successfully completed TxDOT, City, Private and Commercial Underground Utilities Projects</li> <li>• Completed Construction Staking using GPS</li> <li>• Ensured all required material and supplies were onsite to complete construction operations</li> <li>• Tracked contract quantities and communicate to the Project Manager for Monthly Pay Estimates</li> <li>• Coordinated with Subcontractors for Scheduling</li> <li>• Tracked Weekly Time Sheet for Labors and Operators</li> <li>• Identified Field Project Issues to Communicate to Project Manager</li> <li>• Resolved field related issues</li> </ul>		
Sendero Industries-Houston, TX	Foreman	2008-2011
<ul style="list-style-type: none"> <li>• Responsible to ensure that all construction operations were completed successfully</li> <li>• Reported project progress to company owner</li> <li>• Supervised and assign tasks to the field crew</li> <li>• Made sure all of the necessary materials and equipment were ready to avoid delays</li> <li>• Communicated any project conflict for RFIs to Project Manager</li> </ul>		
Craving Partners-Houston, TX	Trackhoe Operator	2003-2008
<ul style="list-style-type: none"> <li>• Operated Trackhoe to install water line, sanitary and storm sewer</li> <li>• Maintained Equipment to make sure it was working properly</li> <li>• Assist foreman with leading construction crew</li> <li>• Report any equipment related issues to supervisors</li> </ul>		
Redicco Construction-Houston, TX	Trackhoe Operator	2000-2003
<ul style="list-style-type: none"> <li>• Operated Trackhoe to install underground utilities</li> <li>• Maintained and Monitor equipment to make sure it was functioning properly</li> <li>• Conduct quality check periodically</li> </ul>		
RWL Construction-Houston, TX	Pipe Layer	1997-2000
<ul style="list-style-type: none"> <li>• Lay pipe for water lines, sanitary and storm sewer</li> <li>• Check grade for propose pipe installation</li> <li>• Handle the assembly for underground pipe installation</li> </ul>		

**Manuel Vera**  
 4806 Callery Creek Houston TX 77053  
 346-232-5812 [REDACTED]

## WORK EXPERIENCE:

GM Vera's Construction	Field Superintendent	2021-Present
<ul style="list-style-type: none"> <li>• Lead Field Crews to successfully complete WSD Projects</li> <li>• Order Materials Needed to completed projects</li> <li>• Schedule Daily Task for Field Crews</li> <li>• Schedule Equipment Required to Complete Projects</li> <li>• Communicate with Project Manager and Estimators to Resolve Issues</li> <li>• Coordinate With Subcontractors to Execute Projects</li> </ul>		
Triple B Services L.L.P- Huffman, TX	Foreman	2015-2021
<ul style="list-style-type: none"> <li>• Lead construction crew to complete project</li> <li>• Complete construction staking for underground utilities using GPS</li> <li>• Field managed a variety of large and small projects that include water lines, sanitary and storm sewer</li> <li>• Successfully completed TxDOT, City, Private and Commercial Projects</li> <li>• Order material needed for the project</li> <li>• Track contract quantities and communicate to the Project Manager</li> <li>• Coordinate with subcontractors for scheduling</li> <li>• Track weekly time sheet for labors and operators</li> <li>• Identify field project issues to communicate to Project Manager</li> </ul>		
Zachry Construction- Houston, TX	Excavator Operator and Leadman	2011-2015
<ul style="list-style-type: none"> <li>• Operated Excavator to install underground utilities up to 36 FT deep</li> <li>• Assisted foreman to lead crew to complete construction project</li> <li>• Verified required materials and supplies are onsite to complete operations</li> </ul>		
Houston Metro Rapid Transit- Houston, TX	Excavator Operator and Leadman	2009-2011
<ul style="list-style-type: none"> <li>• Operated Excavator to install underground utilities up to 36 FT deep</li> <li>• Assisted foreman to lead crew to complete construction project</li> <li>• Maintained and maintained machines to ensure it was functioning properly</li> </ul>		
Sendero Industries LLC-Houston, Texas	Excavator Operator	
<ul style="list-style-type: none"> <li>• Operated Excavator to install underground utilities</li> <li>• Maintained and maintained machines to ensure it was functioning properly</li> </ul>		
Craving Partners- Houston, Texas	Loader and Dozer Operator	2004-2008
<ul style="list-style-type: none"> <li>• Operated Dozer and Loader to complete underground utilities</li> <li>• Maintained and maintained machines to ensure it was functioning properly</li> </ul>		
Pace Construction- Houston, Texas	Loader Operator	2003-2004
<ul style="list-style-type: none"> <li>• Operated Loader to complete underground utilities</li> <li>• Maintained and maintained machines to ensure it was functioning properly</li> </ul>		
CTI Construction- Houston, Texas	Loader Operator	1999-2003
<ul style="list-style-type: none"> <li>• Operated Loader to complete underground utilities</li> <li>• Maintained and maintained machines to ensure it was functioning properly</li> </ul>		
Jaho Construction- Houston, Texas	Labor	1998-1999
<ul style="list-style-type: none"> <li>• Operated a variety of hand and power tools</li> <li>• Cleaned and prepare construction site as needed</li> <li>• Assisted the pipe layer and operators with other construction operations</li> </ul>		

**WORK EXPERIENCE:**

GM Vera's Construction	Foreman	Feb 2021-Present
<ul style="list-style-type: none"><li>• Lead Field Crews to complete WSD Projects</li><li>• Maintain Construction Equipment</li><li>• Ensure all materials for project are on-site</li><li>• Track Crew Time for Payroll</li><li>• Communicate field conflicts to Superintendent and Project Manager</li></ul>		
Triple B Services L.L.P- Huffman, TX	Excavator Operator & Leadman	2011-2010
<ul style="list-style-type: none"><li>• Operate large excavator in a safe manner to install underground utilities up to 36 FT Deep</li><li>• Assist foreman with leading crew to complete project</li><li>• Perform maintenance check on the equipment</li><li>• Assist foreman with assigning task to labors and operators</li><li>• Ensure equipment is store properly at the end of the day</li></ul>		
Sendero Industries LLC- Houston, Texas	Foreman	2010-2011
<ul style="list-style-type: none"><li>• Supervise construction crew</li><li>• Assign task to labors and operators</li><li>• Report project progress to superior</li><li>• Ensure equipment works correctly</li></ul>		
Cravings Partners -Houston, Texas	Excavator Operator	2006-2010
<ul style="list-style-type: none"><li>• Operate and maintain excavator</li><li>• Ensure equipment is working properly</li><li>• Ensure equipment is stored properly at the end of the day</li></ul>		
Pace Construction- Houston, Texas	Excavator Operator	2002-2006
<ul style="list-style-type: none"><li>• Operate and maintain excavator</li><li>• Ensure equipment is working properly</li><li>• Ensure equipment is stored properly at the end of the day</li></ul>		
CTI Construction	Excavator Operator	1998-2002
<ul style="list-style-type: none"><li>• Operate Excavator to install underground utilities</li><li>• Ensure equipment is working properly</li><li>• Ensure equipment is stored properly at the end of the day</li></ul>		
Jaho Construction	Operator	1996-1998
<ul style="list-style-type: none"><li>• Operate Excavator to install underground utilities</li><li>• Maintain equipment and ensure it is working properly</li></ul>		



The Gray Insurance Company  
The Gray Casualty & Surety Company

Telephone: 504-754-6711  
info@graysurety.com

P.O. Box 6202  
Metairie, LA 70009

**Bid Bond**

Know all men by these presents:

**THAT** GM Vera's Construction  
of Missouri City, TX

hereinafter called the Principal, and The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto City of Iowa Colony as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid (5% G.A.B.) for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid:

Job Number: 21034-01

Project Description: 12" Waterline Extension And Improvements on Iowa Colony Boulevard & 8" On Kelly Leigh Drive to Serve City of Iowa Colony

Project Location: City of Iowa Colony, Texas

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specialized in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 20th day of August, 2024, by:

Principal: GM Vera's Construction Witness: Iuan Vera  
Signature and Title: [Signature] - President Signature: [Signature]

Surety: The Gray Casualty & Surety Company  
Attorney-in-Fact: Megan Liescheski Signature: [Signature]  
Witness: Jordan Henderson Signature: [Signature]

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** \_\_\_\_\_ **Principal:** \_\_\_\_\_  
**Project:** \_\_\_\_\_

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 26<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 20<sup>th</sup> day of August 2024

*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 20<sup>th</sup> day of August 2024

*Leigh Anne Henican*





The Gray Insurance Company  
The Gray Casualty & Surety Company

**Statutory Complaint Notice**

To obtain information or to make a complaint:

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

You may also write to the Surety at:

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

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

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

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

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


### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, GM Vera's Construction certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Maria Vera - President  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

August 20<sup>th</sup>, 2024  
\_\_\_\_\_  
Date



**DISCLOSURE OF LOBBYING ACTIVITIES**  
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <i>N/A</i>		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <i>N/A</i>		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____ <i>N/A</i>	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <i>N/A</i>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <i>N/A</i>		
<b>6. Federal Department/Agency:</b>  <i>N/A</i>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  <i>N/A</i>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*GM Vera's Construction*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*N/A*

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

*N/A*

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

*N/A*

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

*N/A*

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

*8/20/24*  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.







# City Council Agenda Item Request Form

Item 11.

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

Date: 10/3/2024

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho, P.E.

Item Type: Action (other)

Budgeted? Y / N / n/a Cost: 0

If budgeted, identify account: [ ] [ ] [ ]

Short Description:

Caldwell Companies submitted the Cadence Creek Plan Unit Development for the property located at 9618 Iowa Colony Blvd. on August 26, 2024. The Planned Unit Development is proposed to develop the site to be an Age Restricted 55+ Active Adult Community.

Explanation/Justification Details:

Caldwell Companies submitted the Cadence Creek Plan Unit Development for the property located at 9618 Iowa Colony Blvd. on August 26, 2024. The tract is comprised of approximately +/-20 acres of land, located across of Meridiana Elementary School. The plan is to for the tract to be as an Age Restricted 55+ Active Adult Community with a mix of cottage homes and a 4-story and apartment facility. Staff has reviewed the PUD and recommend approvals subject to the conditions as outlined in the report. P&Z approved the Cadence Creek PUD with staff recommendations with a vote of 4-1.

Requestor Signature: *Dinh Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

# MEMORANDUM

**Date:** October 3, 2024  
**To:** City Council Members  
**From:** Dinh V. Ho, P.E.  
**RE:** Cadence Creek PUD – Active Adult Community  
**Staff’s Summary and Recommendations**  
**CC:** Mayor Wil Kennedy, Robert Hemminger, Natasha Brooks, Kayleen Rosser

Caldwell Companies submitted the Cadence Creek Plan Unit Development for the property located at 9618 Iowa Colony Blvd. on August 26, 2024. The tract is comprised of approximately +/-20 acres of land, located across of Meridiana Elementary School. The plan is to for the tract to be as an Age Restricted 55+ Active Adult Community with a mix of cottage homes and a 4-story apartment facility.

Attached is the proposed application with variance requests from the current City development ordinances.

Summary:

- 1. Request to buffer the development as single family adjacent to single family and not multi-family adjacent to single-family.**

Recommendation: Staff have no objections to this request.

- 2. Request for side, rear, and front screening requirements.**

Recommendation: Staff recommend to require 6’ masonry fencing along Iowa Colony Blvd. This is consistent with all SFR development.

- 3. Request to waive Neighborhood and Regional Parkland fees.**

Recommendation: Staff recommend denying this request. The Regional Park fee is for the acquisition and development of regional parks per the adopted Master Park Plan within the Iowa Colony.

Neighborhood Fees: “Private Neighborhood Parks” (Section 3.2.1.5) and can meet up to 50% of the required park land dedicated acreage. Developer shall be responsible for the balance if no public dedication.

- 4. Request for Building set back along Arterial frontage.**

Recommendation: Staff recommend setbacks to be min 25' along Iowa Colony, consistent with SFR development.

- 5. Request for Building Height to allow for 4-story variance.**

Recommendation: Staff recommend approval subject the following conditions:

1. Two sets of elevators be provided on each side of the building.
2. Backup generator to be provided onsite for emergency backup for operation of the both sets of elevators.

**6. Request for Approval Building Materials**

Recommendation: Staff have no objections to this request.

**7. Request for variance of masonry percentage**

Recommendation: Staff agrees with the proposed masonry percentage. The development will be gated, therefore visual impact will be negligible from the public roadway.

**8. Request for PUD boundary variance**

Recommendation: Staff have no objections to this request.

**9. Request for separate access points on major thoroughfare variance.**

Recommendation: Staff is recommending a 2nd point of access point based on the density of this development.

Staff recommends approval of the Cadence Creek PUD subject to the recommendations as noted above.

Planning and Zoning approved the Cadence Creek PUD with staff recommendations on October 1, 2024.



# CITY OF IOWA COLONY

"Where We Make It Happen"

Item 11.

## APPLICATION FOR SPECIFIC USE PERMIT FORM 'B'

APPLICATION DATE: 8/26/2024

NAME OF APPLICANT: Hayden Dobbs

THE LEGAL DESCRIPTION AND THE ADDRESS OF THE PROPERTY THAT IS SUBJECT OF THE APPLICATION FOR SPECIFIC USE:  
Address: 9618 Iowa Colony Blvd, TX 77583

Being 20.00 Acres of land situated in the H.T. & B.R.R. Co. Survey, section 56, Abstract 515, Brazoria County, Texas, Being out of a called 73.94 acre tract of land recorded under volume 987, pages 519, 521, 523 and 525 of the Brazoria County Deed Record's; said 20,00 acres of land being more particularly described on the attached Metes and Bounds Description.

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

Details in the attached Variance Request. In short, an active adult (55+) rental community with a mix of 1 multistory multifamily building, with single story cottages along the perimeter. This PUD would potentially include a commercial component as well.

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: This request is subject to purchase.

THE APPLICANT'S INTEREST IN THE SUBJECT PROPERTY IF THE APPLICANT IS NOT AN OWNER OF ALL OR PART OF THE PROPERTY. The applicant's company currently has the subject under contract to purchase.

SUCH OTHER INFORMATION OR DOCUMENTATION AS THE CITY COUNCIL OR ZONING ADMINISTRATOR MAY DEEM NECESSARY. Please see attached.

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:  \_\_\_\_\_

**METES AND BOUNDS DESCRIPTION  
BEING 20.00 ACRES OF LAND SITUATED IN  
THE H.T. & B. R.R. CO. SURVEY, SECTION 56, ABSTRACT 515,  
BRAZORIA COUNTY, TEXAS**

BEING 20.00 ACRES OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, SECTION 56, ABSTRACT 515, BRAZORIA COUNTY, TEXAS, BEING OUT OF A CALLED 73.94 ACRE TRACT OF LAND RECORDED UNDER VOLUME (VOL.) 987, PAGES (PG.) 519, 521, 523 AND 525 OF THE BRAZORIA COUNTY DEED RECORD'S (B.C.D.R.); SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a "MAG-NAIL" set marking the southeast corner of the said 73.94 acre tract, the southwest corner of a called 37.02 acre tract recorded under Brazoria County Clerk's File Number (B.C.C.F. NO.) 2018045191, the northwest corner of The Abbreviated Plat of Meridiana Elementary School as per plat recorded under B.C.C.F. NO. 2015000499 and the northeast corner of a called 40.00 acre tract recorded under B.C.C.F. NO. 2006041926, being located in the recognized Survey Line between the said H.T. & B. R.R. CO. Survey, A-515 and H.T. & B. R.R. CO. Survey, A-286 and generally located in County Road 48 (50-foot wide) as per the plat of Emigration Land Subdivision Section 56 recorded under Vol. 2, Pg. 113 of the Brazoria County Plat Record's (B.C.P.R.);

- (1) **THENCE**, South 87°22'50" West, along the south line of the said 73.94 acre tract common to said 40.00 acre tract, passing at a distance of 40.1 feet an obliterated 3/4-inch iron pipe found for reference, passing at a distance of 170.10 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of Lot 9, Block 1 of Meridiana Section 5 Partial Replat No. 1 as per plat recorded under B.C.C.F. NO. 2016039871, and continuing in common therefrom for a total distance of 714.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a northerly corner of Lot 3, Block 1 of said Meridiana Section 5 being in the east line of Lot 16, Block 1 of Meridiana Section 6 Partial Replat No. 1 as per plat recorded under B.C.C.F. NO. 2016001689;
- (2) **THENCE**, North 02°44'45" West, along the said east line of Meridiana Section 6 for a distance of 1,219.44 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of Lot 1, Block 1 of said Meridiana Section 6, being in the north line of the said 73.94 acre tract common to a called 6.06 acre tract recorded under Vol. 261, Pg. 461 B.C.D.R.;
- (3) **THENCE**, North 87°22'50" East, along the common line of said 73.94 acre tract and said 6.06 acre tract for a distance of 714.43 feet to a "MAG-NAIL" set marking the northeast corner of the said 73.94 acre tract and the northwest corner of the aforementioned 37.02 acre tract, being located in the aforementioned common Survey Line generally located in the aforementioned County Road 48;
- (4) **THENCE**, South 02°44'45" East, along the common line of said 73.94 acre tract and said 37.02 acre tract with the said common Survey Line for a distance of 1,219.44 feet to the **POINT OF BEGINNING** and containing 20.00 acres of land. This description accompanies a Land Title Survey prepared by Edminster, Hinshaw, Russ and Associates, Inc. (24150700V-PBLT.dwg) dated July 16, 2024.

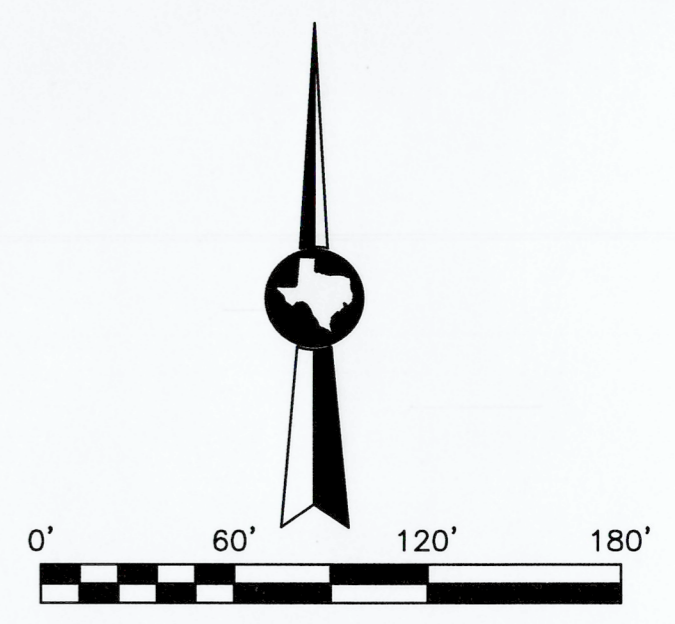
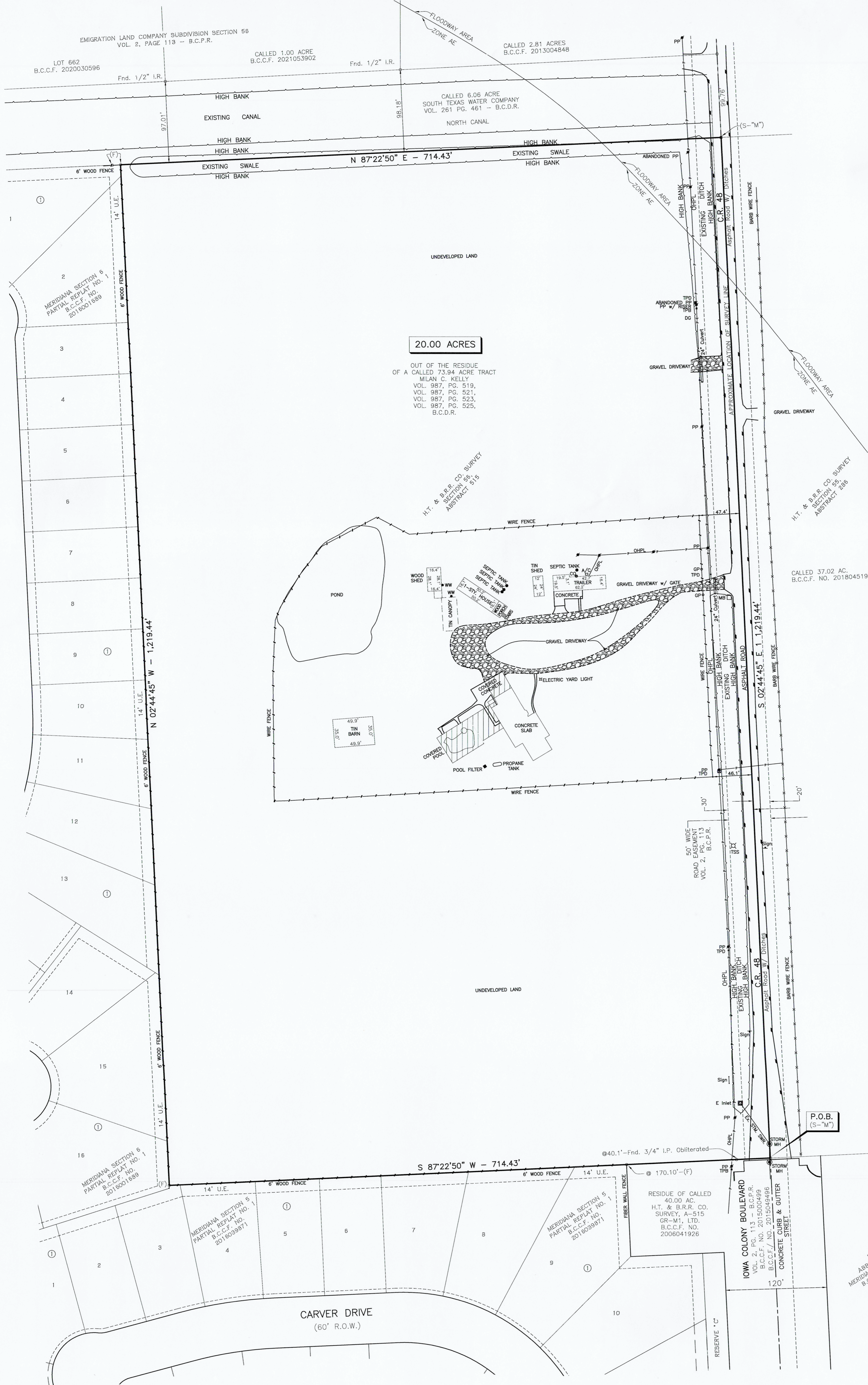
**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300**

Robert L. Boelsche



Robert L. Boelsche, R.P.L.S.  
Texas Registration No. 4446  
10011 Meadowglen Ln.  
Houston, Texas 77042  
713-784-4500

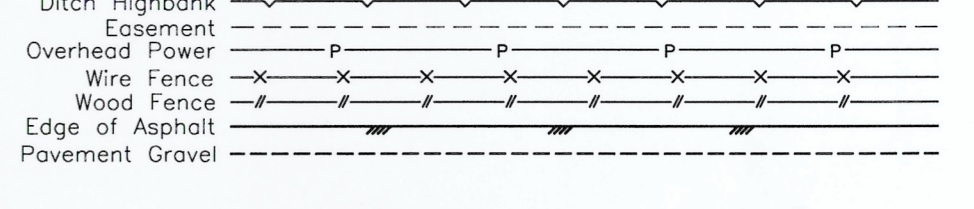
Date: July 16, 2024  
Job No: 241-507-00  
File No: R:\2024\241-507-00\Docs\Description\Boundary\24150700V-PBLT-MB.doc



SCALE: 1" = 60'

LEGEND

- A/C Air Conditioner
- B.C.C.F. NO. Brazoria County Clerk's File Number
- B.C.D.R. Brazoria County Deed Records
- B.C.P.R. Brazoria County Plat Records
- DG Down Guy
- ESMT Easement
- FND Found
- IP Iron Pipe
- IR Iron Rod
- OHP Overhead Power Line
- P.O.B. Point of Beginning
- PP Power Pole
- R.O.W. Right-Of-Way
- TPB Telephone Pull Box
- TPD Telephone Pedestal
- TSS Traffic Signal Sign
- U.E. Utility Easement
- VOL, PG Volume, Page
- (F) Found 5/8" Iron Rod with cap stamped "C.H.R. & A. 713-784-4500"
- (S-M) Set "MAG" Nail



20.00 ACRES

OUT OF THE RESIDUE  
OF A CALLED 73.94 ACRE TRACT  
MILAN C. KELLY  
VOL. 987, PG. 519,  
VOL. 987, PG. 521,  
VOL. 987, PG. 523,  
VOL. 987, PG. 525,  
B.C.D.R.

H.T. & B.R.R. CO SURVEY  
SECTION 56,  
ABSTRACT 515

CALLLED 37.02 AC.  
B.C.C.F. NO. 2018045191

RESIDUE OF CALLED  
40.00 AC.  
H.T. & B.R.R. CO.  
SURVEY, A-515  
GR-M1, LTD.  
B.C.C.F. NO.  
2006041926

RESERVE "M"  
ABBREVIATED PLAT OF  
MERIDIANA ELEMENTARY SCHOOL  
B.C.C.F. NO. 2015000495

- NOTES:**
- This survey has been performed in conjunction with the Commitment for Title Insurance issued by Alamo Title Insurance Company under G.F. No. ATCH-01COM-ATCH24134249-JG, effective February 16, 2024 and issued February 22, 2024. No research of the Public Records of Brazoria County regarding easements or encumbrances was performed by Edminster, Hinshaw, Russ & Associates, Inc. d/b/o EHRA.
  - The basis of Bearings shown hereon is referenced to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
  - For Additional information about the subject tract, see Schedule B, Items 10 c through 10 s regarding certain leases that might affect the subject tract. This survey does not attempt to show these types of interests.
  - This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues, should any exist.
  - Edminster, Hinshaw, Russ & Associates, Inc. d/b/o EHRA, has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
  - The acreage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.
  - Fences shown hereon with dimensional ties are shown where they were physically measured. The fence line may meander between measured locations.
  - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, dated December 30, 2020, the subject property shown hereon lies within the Special Flood Hazard Floodway Zone Area in Zone AE (floodway area that must be kept free of encroachments) and Special Flood Hazard "Zone AE" (1% annual flood chance with base flood elevations determined).
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/o EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/o EHRA.
- For additional information about the Subject Tract, see the metes and bounds description prepared separately.

AREA TABLE	
TOTAL GROSS AREA	20.00 ACRES
LESS TOTAL ROAD AREA	0.84 ACRES
TOTAL NET AREA	19.16 ACRES



We, Edminster, Hinshaw, Russ and Associates, Inc. acting by and through Robert L. Boelsche, a Texas Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey.

*Robert L. Boelsche*  
Robert L. Boelsche  
Registered Professional Land Surveyor  
Texas Registration No. 4445

**EHRA** ENGINEERING THE FUTURE SINCE 1936

10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
EHRA.TEAM  
TBPE No. F-726  
TBPELS No. 10092300

20.00 ACRES SITUATED IN THE  
H. T. & B. R.R. COMPANY SURVEY  
SECTION 56, ABSTRACT 515  
BRAZORIA COUNTY, TEXAS

DATE: July 16, 2024	SCALE: 1" = 60'	JOB NO.: 241-507-00
DWG. NAME: 24150700V-PBLT.dwg	DRAWING NO.: NONE	



City of Iowa Colony  
 P&Z Commission  
 3144 Meridiana Pkwy  
 Iowa Colony, TX 77583  
 (281) 369-2471

**Re: 9618 Iowa Colony Blvd – Cadence Creek – Caldwell 55+ Active Adult Community (PUD w/ Specific Use Permit for Active Adult Rental Community & Potential Commercial Pad Subject to Purchase Rezoning)**

To Whom It May Concern,

Caldwell Companies is interested in developing a new Active Adult Community in the City of Iowa Colony along with a possible commercial site at 9618 Iowa Colony Blvd (20.00 acres). The Cadence Creek community would be a mix of single-story cottages around the property's perimeter and a larger multifamily building with a central courtyard. This property is currently zoned Residential Single-Family. As the City of Iowa Colony currently has no zoning base to allow for the proposed Active Adult Community, we are requesting that the property in question be rezoned to PUD, with a specific use permit allowing for an active adult rental community as well as a commercial use (potentially a day care). We are requesting the following variances to the UDC:

**1. Request to buffer the development as single family adjacent to single family and not multi-family adjacent to single family.**

The UDC requires any multi-family use that has a side or rear contiguous to any residential use to have a 25' wide landscape buffer. Our understanding of the intent of this requirement is to provide single-family neighbors' privacy from a multi-story apartment development.

The driving factor for zoning the overall site as a PUD is to allow for one common lot and a mix of residential unit types to serve the 55-plus active adult community. The portion of our proposed development that is adjacent to the Meridiana subdivision will consist of single-story cottages along the perimeter and the multistory "apartment" building in the center. It is worth noting that the UDC includes duplexes as a single-family residential use. We request that the twenty five-foot (25') landscape buffer requirement against the adjacent single-family subdivision be waived, in areas bordered by single story structures, and a 10' building set back be used instead.



*Example of Cadence Creek Cottages adjacent to single-family*

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management  
 9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





CALDWELL  
COMPANIES



*Conceptual Site Plan: Single-Story Cottages adjacent to existing Single-Family*



*Example of Cadence Creek Cottages*

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 9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





**CALDWELL**  
COMPANIES

## 2. Request for side, rear, and front screening requirements.

- The UDC requires the following screening requirements:

**Rear & Side:** 8' opaque screening between multi-family and residential use.

**Front (along major arterial – Iowa Colony Parkway):**

- If considered Residential: 6' masonry with alternative materials considered.
- If considered Commercial: Parking must be screened with a continuous hedge of shrubs between 24" – 36".

As described above, the perimeter of the proposed Cadence Creek development will utilize cottage (duplex & fourplex) single story residential buildings. The UDC's definition of single-family residential includes duplexes. We request the front, sides, and rear screening be a 6' opaque wood fence, with masonry columns along the front.



*Example of Cadence Creek Cottages 6' fence line consistency with adjacent Single-Family*





**CALDWELL**  
COMPANIES

**3. Request to waive Neighborhood and Regional Parkland fees.**

The UDC requires 1 acre of land be dedicated for neighborhood park purposes for every 54 proposed dwelling units. Up to 50% of this requirement can be met by private neighborhood parks, and detention areas with walking paths can be counted at 50%. Otherwise, neighborhood parkland fee in lieu is \$350/dwelling unit. In addition, developers are required to contribute \$450 per dwelling unit for regional parks.

Our Cadence Creek communities are intentionally designed to promote an active adult lifestyle for our residents through robust amenity and lifestyle offerings. This includes a courtyard with a resort style pool, gym, movement/yoga studio, bark park, arts & crafts studio, game room, BBQ pavilion, outdoor game area, demonstration kitchen, and library to name a few. We believe that the mental and physical benefits provided to our residents exceed what the minimum park requirements would offer and request that neighborhood and regional parkland fees be waived.

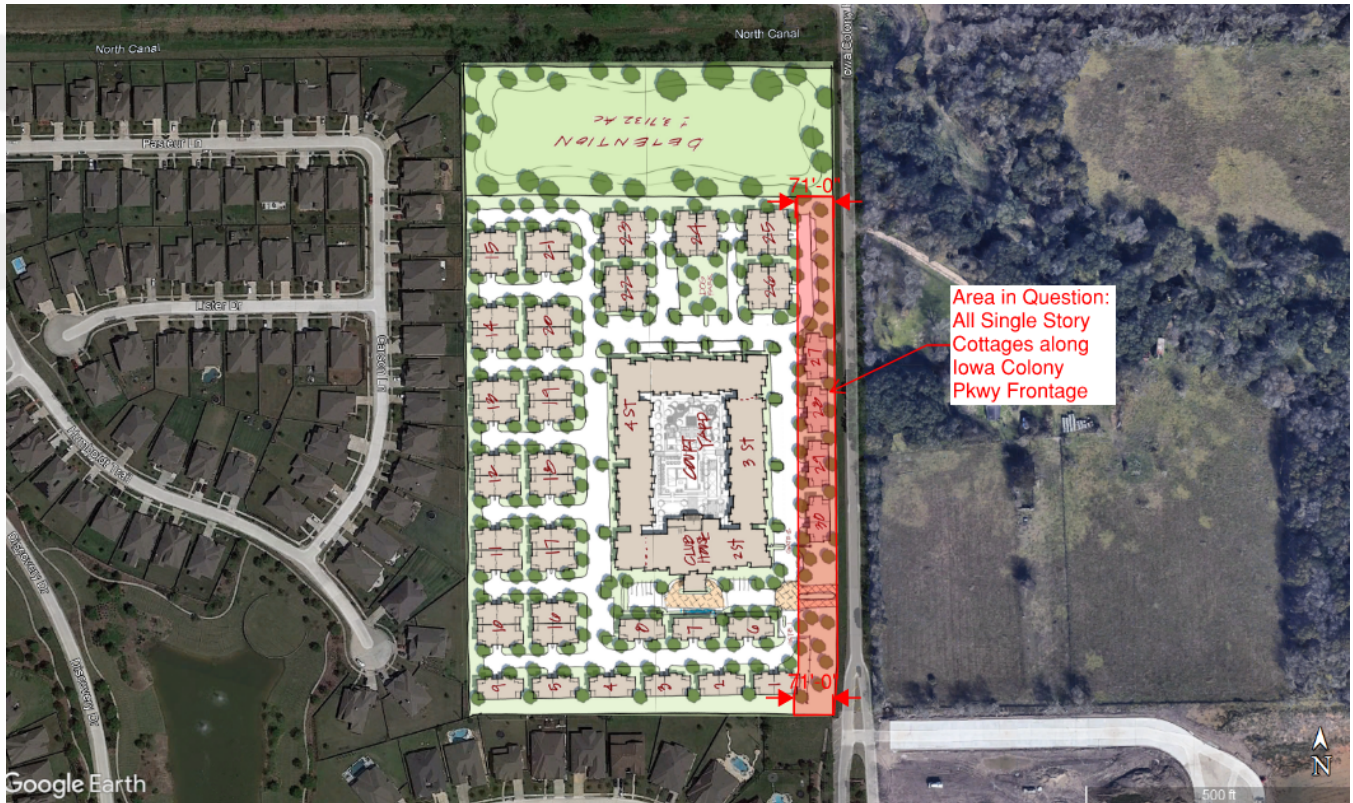




**CALDWELL**  
COMPANIES

**4. Request for Building set back along Arterial frontage**

The UDC requires commercial buildings along major arterials to have a front building setback of 71' from the ultimate Right of Way line of the street. Our proposed development includes single-story cottages along the road frontage, like the single-story homes just south of the site. We request that a building set back line of 10' from the ROW be adopted when single story cottages are adjacent to Iowa Colony Parkway. With that, we are not requesting a variance to the 71' buffer for the multistory building.



*Conceptual Site Plan: Single-Story Cottages adjacent to Major Arterial*

**5. Request for Building Height variance**

We request a variance to allow for a 62' above natural ground building height (4 stories). The 2017 UDC states that building height in Iowa Colony is restricted to a maximum of 2 stories, but in no case more than 35' above natural ground.







**CALDWELL**  
COMPANIES

## 6. Request for Approval Building Materials

To maintain a suburban residential aesthetic, as opposed to a commercial feel, we request approval for the use of the following building materials. These materials are approved for residential use and are used throughout the Meridiana subdivision surrounding our proposed development.

1. Cement Fiber Lap Siding (Hardie Board)
2. Asphalt/Composition shingle on pitched roofs
3. Cement Fiber Board and Batten Siding



*Typical Clubhouse Entry – Masonry with a mix of Cement Fiber Lap and Board & Batten Siding, Asphalt Shingle Roof*

## 7. Request for variance of masonry percentage

Iowa Colony ordinance 2019-14 calls for 100% brick or masonry veneer for one story primary structures and 60% masonry on two story structures, with the remainder being cementitious fiber board (Hardie board), on residential lots less than 6,600 square feet. Though our proposed community will be 1 overall lot, we feel that our mix of cottage style duplexes and 1 larger multifamily building lends itself to these standards. In short, our primary variance is caused by our preference to use Hardie board instead of brick, which we feel matches our luxury Texas Hill County theme. We request the below variances:

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management

9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





**CALDWELL**  
COMPANIES

Our multistory building standard for Cadence is stone from ground level to 1-1/3 stories in height, with the remainder being a mix shaker and lap style Hardie board. In addition to this, several of the patio architectural features will be full height stone.



*Representative photo of standard Cadence multistory building*

Our standard cottage (single story) for Cadence is stone from ground level to 4' in height from the garage to the front door, with the remainder of the home being a mix of shaker and lap style Hardie board.



*Example of Cadence Creek Cottages*

Although our standard cottage material is not in line with the Iowa Colony standard, we believe this is due to our preference of Hardie board instead of brick. Our vision is to offer luxury residences, and our Cottages offer several architectural details that are elevated from the standard builder grade:

- 10' plate heights on all 1 story buildings (standard homes are 9')
- 8' deep porches (standard homes are 4'-6')
- 8' garage door height (standard homes have 7')

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**CALDWELL**  
COMPANIES

- 8' front doors (standard homes are 6'-8")
- 2 different types of Hardie siding (shaker and lap)
- Cedar corbels
- Front dormers throughout
- Rear dormers on all streetscapes
- 

**8. Request for PUD boundary variance**

Our proposed PUD development is adjacent to the existing Meridiana PUD.

**9. Request for separate access points on major thoroughfare variance**

We request that 1 access point for the Cadence development is allowable, similar to the below conceptual site plan. If the PUD includes a commercial component, there would be an additional access point.



**METES AND BOUNDS DESCRIPTION  
BEING 20.00 ACRES OF LAND SITUATED IN  
THE H.T. & B. R.R. CO. SURVEY, SECTION 56, ABSTRACT 515,  
BRAZORIA COUNTY, TEXAS**

BEING 20.00 ACRES OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, SECTION 56, ABSTRACT 515, BRAZORIA COUNTY, TEXAS, BEING OUT OF A CALLED 73.94 ACRE TRACT OF LAND RECORDED UNDER VOLUME (VOL.) 987, PAGES (PG.) 519, 521, 523 AND 525 OF THE BRAZORIA COUNTY DEED RECORD'S (B.C.D.R.); SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a "MAG-NAIL" set marking the southeast corner of the said 73.94 acre tract, the southwest corner of a called 37.02 acre tract recorded under Brazoria County Clerk's File Number (B.C.C.F. NO.) 2018045191, the northwest corner of The Abbreviated Plat of Meridiana Elementary School as per plat recorded under B.C.C.F. NO. 2015000499 and the northeast corner of a called 40.00 acre tract recorded under B.C.C.F. NO. 2006041926, being located in the recognized Survey Line between the said H.T. & B. R.R. CO. Survey, A-515 and H.T. & B. R.R. CO. Survey, A-286 and generally located in County Road 48 (50-foot wide) as per the plat of Emigration Land Subdivision Section 56 recorded under Vol. 2, Pg. 113 of the Brazoria County Plat Record's (B.C.P.R.);

- (1) **THENCE**, South 87°22'50" West, along the south line of the said 73.94 acre tract common to said 40.00 acre tract, passing at a distance of 40.1 feet an obliterated 3/4-inch iron pipe found for reference, passing at a distance of 170.10 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of Lot 9, Block 1 of Meridiana Section 5 Partial Replat No. 1 as per plat recorded under B.C.C.F. NO. 2016039871, and continuing in common therefrom for a total distance of 714.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a northerly corner of Lot 3, Block 1 of said Meridiana Section 5 being in the east line of Lot 16, Block 1 of Meridiana Section 6 Partial Replat No. 1 as per plat recorded under B.C.C.F. NO. 2016001689;
- (2) **THENCE**, North 02°44'45" West, along the said east line of Meridiana Section 6 for a distance of 1,219.44 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of Lot 1, Block 1 of said Meridiana Section 6, being in the north line of the said 73.94 acre tract common to a called 6.06 acre tract recorded under Vol. 261, Pg. 461 B.C.D.R.;
- (3) **THENCE**, North 87°22'50" East, along the common line of said 73.94 acre tract and said 6.06 acre tract for a distance of 714.43 feet to a "MAG-NAIL" set marking the northeast corner of the said 73.94 acre tract and the northwest corner of the aforementioned 37.02 acre tract, being located in the aforementioned common Survey Line generally located in the aforementioned County Road 48;
- (4) **THENCE**, South 02°44'45" East, along the common line of said 73.94 acre tract and said 37.02 acre tract with the said common Survey Line for a distance of 1,219.44 feet to the **POINT OF BEGINNING** and containing 20.00 acres of land. This description accompanies a Land Title Survey prepared by Edminster, Hinshaw, Russ and Associates, Inc. (24150700V-PBLT.dwg) dated July 16, 2024.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300**



Robert L. Boelsche, R.P.L.S.  
Texas Registration No. 4446  
10011 Meadowglen Ln.  
Houston, Texas 77042  
713-784-4500



Date: July 16, 2024  
Job No: 241-507-00  
File No: R:\2024\241-507-00\Docs\Description\Boundary\24150700V-PBLT-MB.doc

Form A  
City of Iowa Colony  
"Where We Make It Happen"

APPLICATION FOR AMENDMENT TO REGULATIONS  
OR TO THE OFFICAL ZONING DISTRICT MAP

Name/Address Hayden Dobbs/ Caldwell Companies: 9955 Barker Cypress Rd., Cypress, TX 77433  
Individual/Company/Corporation

Description of Amendment Proposed Caldwell Companies seeks a PUD classification to allow for a 55+ active adult rental community as well as the option to include a commercial pad site.

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required: 

Form approved: July 20, 2009



City of Iowa Colony  
 3144 Meridiana Pkwy  
 Iowa Colony, TX 77583  
 (281) 369-2471

**Application for Amendment to Regulations or to the Official Zoning District Map – Statement of Justification**

**Address** – 9816 Iowa Colony Blvd, TX 77583

**Legal Description** – Being 20.00 Acres of land situated in the H.T. & B.R.R. Co. Survey, section 56, Abstract 515, Brazoria County, Texas, being out of a called 73.94-acre tract of land recorded under volume 987, pages 519, 521, 523 and 525 of the Brazoria County Deed Record's; said 20,00 acres of land being more particularly described on the attached Metes and Bounds Description.

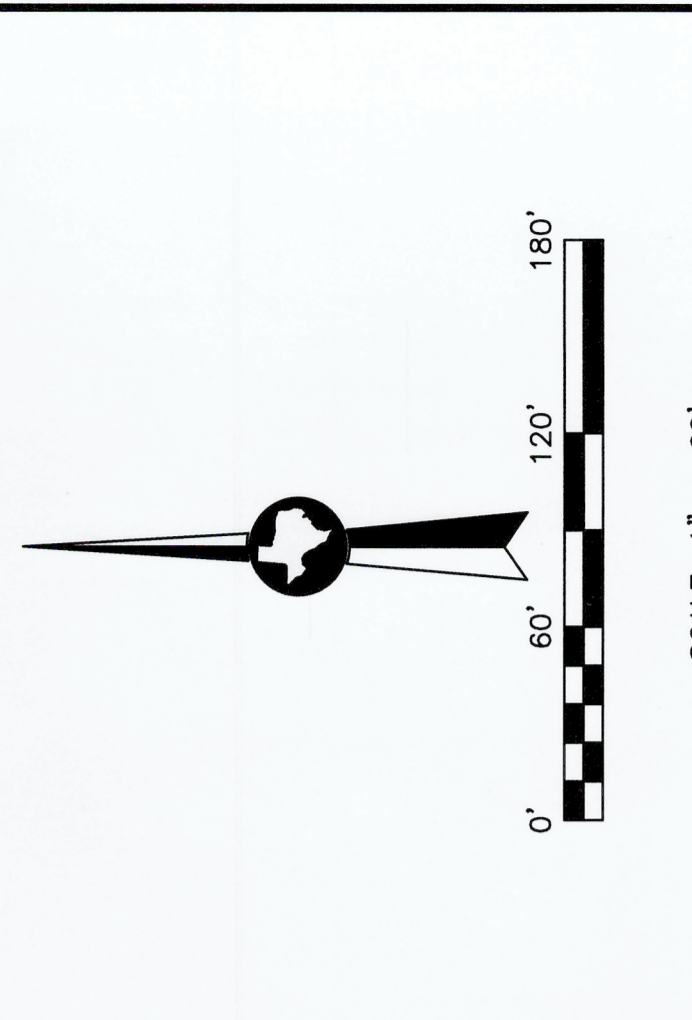
**Consent of Property owner** – This request is subject to purchase.

**Applicant's interest in the subject property if not an owner** – The applicant's company currently has the subject property under contract to purchase.

**Present Zoning and existing use** – The subject property is currently zoned Residential Single-Family and is being used as such.

**Other Documentation** – Attached to this request is a detailed PUD request outlining the intent of the development along with a survey, metes and bounds description, and conceptual site plan.

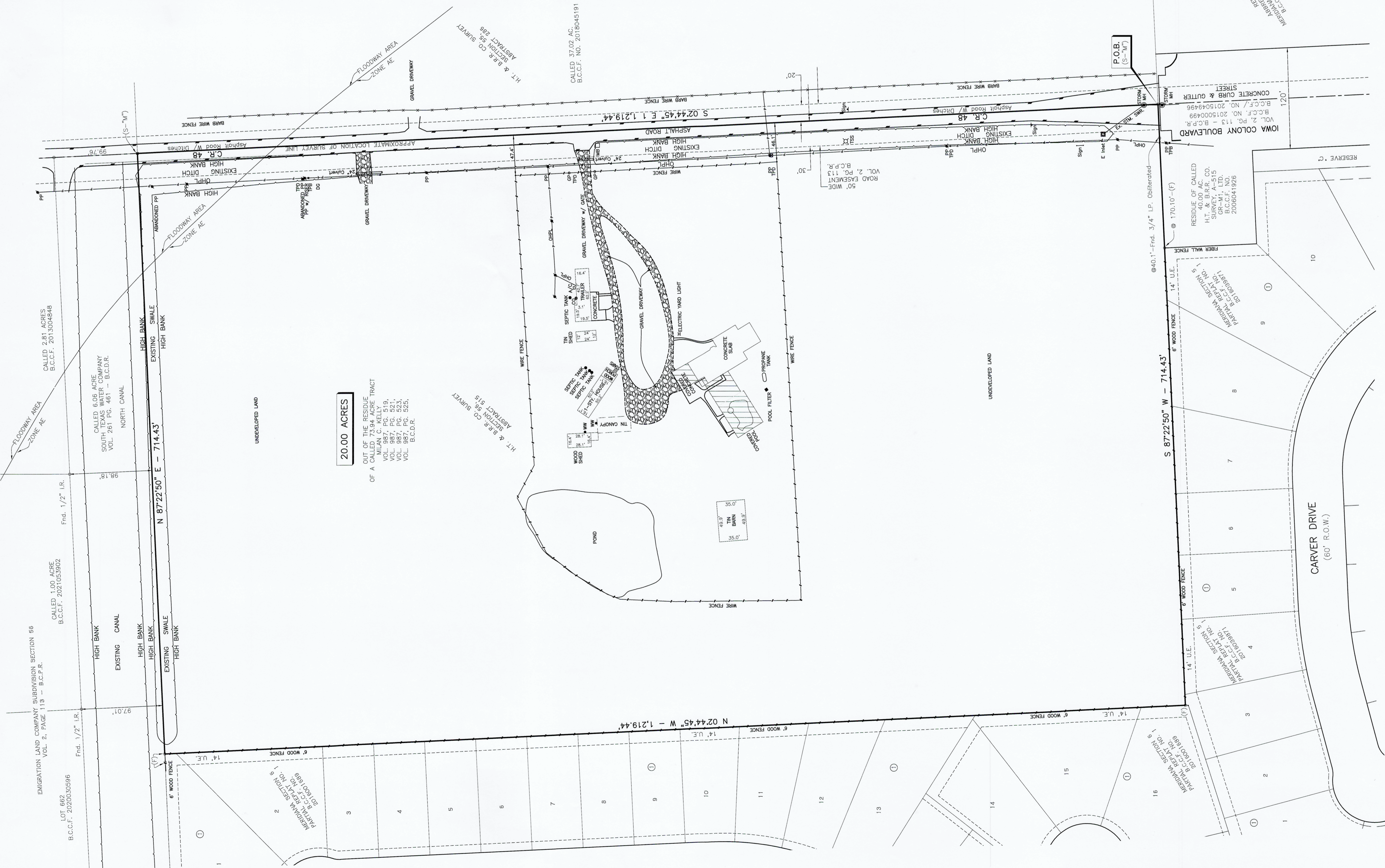
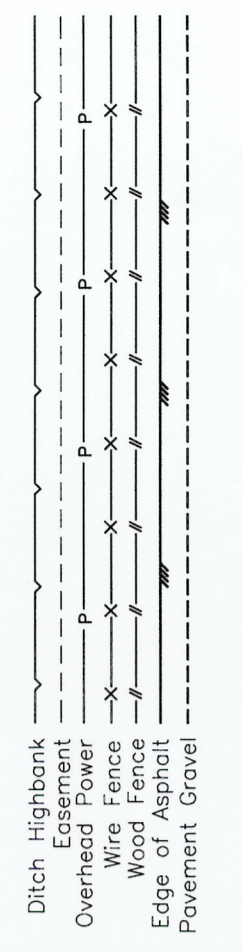




SCALE: 1" = 60'

LEGEND

- A/C Air Conditioner
- B.C.C.F. Brazoria County Plat Records
- B.C.D.R. Brazoria County Deed Records
- D.C. Down Guy
- E.P. Easement
- FND Found
- IP Iron Pipe
- O.H.P.L. Overhead Power Line
- P.O.B. Point of Beginning
- P.O.D. Power of Attorney
- R.O.W. Right-of-Way
- T.F.B. Telephone Pull Box
- T.D. Telephone
- U.E. Utility Easement
- U.L. Utility Line
- VOL. PG. Volume, Page
- Found 5/78 on Rod with cap stamped
- Found 8/84 on Rod 713-784-4550
- Sht. "MAC" Not



20.00 ACRES  
 OUT OF THE RESERVE TRACT  
 OF A CALLED 73.94-ACRE TRACT  
 MILAN C. KELLY  
 VOL. 987, PG. 519,  
 VOL. 987, PG. 520,  
 VOL. 987, PG. 521,  
 VOL. 987, PG. 525,  
 B.C.D.R.

2.81 ACRES  
 CALLED 2.81 ACRES  
 B.C.C.F. 2013004848  
 SOUTH TEXAS WATER COMPANY  
 VOL. 261 PG. 461 - B.C.D.R.  
 NORTH CANAL

37.02 AC.  
 CALLED 37.02 AC.  
 B.C.C.F. NO. 2018045191

0274445 W - 1219.44'

0274445 E 1219.44'

872250 W - 714.43'

170.10' (F)

AREA TABLE	
TOTAL GROSS AREA	20.00 ACRES
LESS TOTAL ROAD AREA	0.84 ACRES
TOTAL NET AREA	19.16 ACRES

We, Edminister, Hineshaw, Russ and Associates, Inc., acting by and through our duly authorized and licensed Professional Surveyors, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 1A, Condition 2 Survey.

*Robert C. Borscht*  
 Robert L. Borschte  
 Registered Professional Land Surveyor  
 Texas Registration No. 4446



- NOTES:
- This survey has been performed in conjunction with the Commitment for Title Insurance (CITI) for the subject tract, as recorded in the Public Records of Brazoria County, Texas, effective February 16, 2024, and issued February 22, 2024. No encumbrances of the Public Records of Brazoria County regarding easements or encumbrances were performed by Edminister, Hineshaw, Russ & Associates, Inc. d/b/o EHRRA.
  - The basis of Bearings shown hereon is referenced to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
  - For additional information about the subject tract, see Schedule B, Items 10 c through 10 s regarding certain issues that might affect the subject tract. This survey does not attempt to show these types of interests.
  - This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues, should any exist.
  - Edminister, Hineshaw, Russ & Associates, Inc. d/b/o EHRRA, has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
  - The acreage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.
  - Fences shown hereon with dimensional ties are shown where they were physically measured. The fence line may meander between measured locations.
  - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480380110K, dated December 30, 2020, the subject tract is located in the Special Flood Hazard Area (SFHA) designated as Special Flood Hazard Zone AE (1% annual flood chance with base flood elevations determined).
  - This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone may be determined by the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480380110K, dated December 30, 2020, or by other means. Edminister, Hineshaw, Russ & Associates, Inc. d/b/o EHRRA assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminister, Hineshaw, Russ & Associates, Inc. d/b/o EHRRA.
  - For additional information about the Subject Tract, see the metes and bounds description prepared separately.



10011 MEADOWGLEN LN  
 HOUSTON, TEXAS 77042  
 713-784-4500  
 EHRRA TEAM  
 TBPE No. 1-F726  
 TBPELs No. 10092300

20.00 ACRES SITUATED IN THE  
 H. T. & B. R. R. COMPANY SURVEY  
 SECTION 56, ABSTRACT 515  
 BRAZORIA COUNTY, TEXAS

DATE: July 16, 2024. SCALE: 1" = 60'  
 DWG. NAME: 24150700V-FBL1.dwg DRAWING NO.: NONE  
 JOB NO.: 241-507-00



City of Iowa Colony  
 P&Z Commission  
 3144 Meridiana Pkwy  
 Iowa Colony, TX 77583  
 (281) 369-2471

**Re: 9618 Iowa Colony Blvd – Cadence Creek – Caldwell 55+ Active Adult Community (PUD for Active Adult Rental Community & Potential Commercial Pad Subject to Purchase Rezoning)**

To Whom It May Concern,

Caldwell Companies is interested in developing a new Active Adult Community in the City of Iowa Colony along with a possible commercial site at 9618 Iowa Colony Blvd (20.00 acres). The Cadence Creek community would be a mix of single-story cottages around the property's perimeter and a larger multifamily building with a central courtyard. This property is currently zoned Residential Single-Family. As the City of Iowa Colony currently has no zoning base to allow for the proposed Active Adult Community, we are requesting that the property in question be rezoned to PUD, allowing for an active adult rental community as well as a commercial use (potentially a day care). We are requesting the following variances to the UDC:

**1. Request to buffer the development as single family adjacent to single family and not multi-family adjacent to single family.**

The UDC requires any multi-family use that has a side or rear contiguous to any residential use to have a 25' wide landscape buffer. Our understanding of the intent of this requirement is to provide single-family neighbors' privacy from a multi-story apartment development.

The driving factor for zoning the overall site as a PUD is to allow for one common lot and a mix of residential unit types to serve the 55-plus active adult community. The portion of our proposed development that is adjacent to the Meridiana subdivision will consist of single-story cottages along the perimeter and the multistory "apartment" building in the center. It is worth noting that the UDC includes duplexes as a single-family residential use. We request that the twenty five-foot (25') landscape buffer requirement against the adjacent single-family subdivision be waived, in areas bordered by single story structures, and a 10' building set back be used instead.



*Example of Cadence Creek Cottages adjacent to single-family*

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management  
 9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com







CALDWELL  
COMPANIES



*Conceptual Site Plan: Single-Story Cottages adjacent to existing Single-Family*



*Example of Cadence Creek Cottages*

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management  
9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





2. Request for side, rear, and front screening requirements.

- The UDC requires the following screening requirements:

**Rear & Side:** 8' opaque screening between multi-family and residential use.

**Front (along major arterial – Iowa Colony Parkway):**

- If considered Residential: 6' masonry with alternative materials considered.
- If considered Commercial: Parking must be screened with a continuous hedge of shrubs between 24" – 36".

As described above, the perimeter of the proposed Cadence Creek development will utilize cottage (duplex & fourplex) single story residential buildings. The UDC's definition of single-family residential includes duplexes. We request the front, sides, and rear screening be a 6' opaque wood fence, with masonry columns along the front.



*Example of Cadence Creek Cottages 6' fence line consistency with adjacent Single-Family*





**CALDWELL**  
COMPANIES

**3. Request to waive Neighborhood and Regional Parkland fees.**

The UDC requires 1 acre of land be dedicated for neighborhood park purposes for every 54 proposed dwelling units. Up to 50% of this requirement can be met by private neighborhood parks, and detention areas with walking paths can be counted at 50%. Otherwise, neighborhood parkland fee in lieu is \$350/dwelling unit. In addition, developers are required to contribute \$450 per dwelling unit for regional parks.

Our Cadence Creek communities are intentionally designed to promote an active adult lifestyle for our residents through robust amenity and lifestyle offerings. This includes a courtyard with a resort style pool, gym, movement/yoga studio, bark park, arts & crafts studio, game room, BBQ pavilion, outdoor game area, demonstration kitchen, and library to name a few. We believe that the mental and physical benefits provided to our residents exceed what the minimum park requirements would offer and request that neighborhood and regional parkland fees be waived.





**4. Request for Building set back along Arterial frontage**

The UDC requires commercial buildings along major arterials to have a front building setback of 71' from the ultimate Right of Way line of the street. Our proposed development includes single-story cottages along the road frontage, like the single-story homes just south of the site. We request that a building set back line of 10' from the ROW be adopted when single story cottages are adjacent to Iowa Colony Parkway. With that, we are not requesting a variance to the 71' buffer for the multistory building.



*Conceptual Site Plan: Single-Story Cottages adjacent to Major Arterial*

**5. Request for Building Height variance**

We request a variance to allow for a 62' above natural ground building height (4 stories). The 2017 UDC states that building height in Iowa Colony is restricted to a maximum of 2 stories, but in no case more than 35' above natural ground.





**CALDWELL**  
COMPANIES

## 6. Request for Approval Building Materials

To maintain a suburban residential aesthetic, as opposed to a commercial feel, we request approval for the use of the following building materials. These materials are approved for residential use and are used throughout the Meridiana subdivision surrounding our proposed development.

1. Cement Fiber Lap Siding (Hardie Board)
2. Asphalt/Composition shingle on pitched roofs
3. Cement Fiber Board and Batten Siding



*Typical Clubhouse Entry – Masonry with a mix of Cement Fiber Lap and Board & Batten Siding, Asphalt Shingle Roof*

## 7. Request for variance of masonry percentage

Iowa Colony ordinance 2019-14 calls for 100% brick or masonry veneer for one story primary structures and 60% masonry on two story structures, with the remainder being cementitious fiber board (Hardie board), on residential lots less than 6,600 square feet. Though our proposed community will be 1 overall lot, we feel that our mix of cottage style duplexes and 1 larger multifamily building lends itself to these standards. In short, our primary variance is caused by our preference to use Hardie board instead of brick, which we feel matches our luxury Texas Hill County theme. We request the below variances:

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management  
9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





**CALDWELL**  
COMPANIES

Our multistory building standard for Cadence is stone from ground level to 1-1/3 stories in height, with the remainder being a mix shaker and lap style Hardie board. In addition to this, several of the patio architectural features will be full height stone.



*Representative photo of standard Cadence multistory building*

Our standard cottage (single story) for Cadence is stone from ground level to 4' in height from the garage to the front door, with the remainder of the home being a mix of shaker and lap style Hardie board.



*Example of Cadence Creek Cottages*

Although our standard cottage material is not in line with the Iowa Colony standard, we believe this is due to our preference of Hardie board instead of brick. Our vision is to offer luxury residences, and our Cottages offer several architectural details that are elevated from the standard builder grade:

- 10' plate heights on all 1 story buildings (standard homes are 9')
- 8' deep porches (standard homes are 4'-6')
- 8' garage door height (standard homes have 7')

Commercial Development ▪ Residential Development ▪ Brokerage ▪ Property Management  
9955 Barker Cypress Road, Suite 250, Cypress, TX 77433 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





**CALDWELL**  
COMPANIES

- 8' front doors (standard homes are 6'-8")
- 2 different types of Hardie siding (shaker and lap)
- Cedar corbels
- Front dormers throughout
- Rear dormers on all streetscapes
- 

**8. Request for PUD boundary variance**

Our proposed PUD development is adjacent to the existing Meridiana PUD.

**9. Request for separate access points on major thoroughfare variance**

We request that 1 access point for the Cadence development is allowable, similar to the below conceptual site plan. If the PUD includes a commercial component, there would be an additional access point.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO  
REZONE CERTAIN PROPERTY ON 9816 IOWA COLONY BLVD  
FROM SINGLE FAMILY RESIDENTIAL TO PLANNED UNIT  
DEVELOPMENT; AND CONTAINING RELATED PROVISIONS**

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

**Section 1. Findings**

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

a. The Owner of the premises subject to this zoning action or the Owner's duly authorized agent has timely filed with the City Secretary a request for this action, containing all necessary information.

b. The Planning and Zoning Commission and the City Council of the City have each held a public hearing on this zoning action in compliance with the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, and the Zoning Ordinance.

c. More than fifteen (15) days before the date of each of those hearings, public notice thereof was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, and place of each of those hearings.

d. More than ten (10) days before the date of each of those hearings, and more than thirty (30) days prior to the passage of this ordinance, written notice of each of those hearings and of the application for this zoning action was sent to the owners of the herein described property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

e. At least 10 days before each of those hearings, notice of those hearings was posted on the property subject to this zoning action, in compliance with the Unified Development Code of the City.

f. Before the City Council hearing on this zoning action, the Planning and Zoning Commission made a written recommendation to the City Council on this zoning action.

g. After giving due regard to the nature and consideration of all adjacent uses and structures and of the nature and condition of the City as a whole, the City Council is of the opinion that this zoning action conforms to the requirements and intent of the City



and the Comprehensive Plan of the City, and that such rezoning will not constitute a nuisance or be detrimental to the public health, safety, morals, or welfare of the community.

h. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption of this ordinance and the passage of this ordinance.

i. All requirements of law concerning this zoning action have been satisfied.

**Section 2. Rezoning**

The Comprehensive Zoning Ordinance of the City is hereby amended, and the following described real property (herein called "the premises") located within the corporate limits of the City is hereby rezoned from **Single Family Residential to Planned Unit Development:**

**Being 20.00 Acres of land situated in the H.T. & B.R.R. Co. Survey, section 56, Abstract 515, Brazoria County, Texas, being out of a called 73.94-acre tract of land recorded under volume 987, pages 519, 521, 523 and 525 of the Brazoria County Deed Record's**

**Section 3. Ratification of Actions of Agents**

The City Council of the City of Iowa Colony hereby ratifies and confirms any and all actions taken by the Mayor, Mayor Pro-Tem, City Secretary, City Attorney, City Manager, or any other officer or agent thereof, in connection with the granting of the zoning action evidenced by this ordinance, in giving the public notice of the above described hearings, in giving notice of those hearings, and in conducting those hearings.

**Section 4. Zoning Map**

The City Secretary shall amend the zoning map of the City of Iowa Colony to reflect this zoning action.

**Section 5. Other Ordinances**

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provisions of any such other ordinance conflict with or overlap the provisions of this ordinance, whichever imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein. The Zoning Ordinance shall remain in full force and effect, subject to the changes herein specified.

**Section 6. Severance Clause**

In the event any section or provision, of whatever size, of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the

remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

**Section 7. Effective Date**

This ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED ON THE 14<sup>TH</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY, TEXAS**

\_\_\_\_\_  
**WIL KENNEDY, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KAYLEEN ROSSER, CITY SECRETARY**

Form A  
City of Iowa Colony  
"Where We Make It Happen"

APPLICATION FOR AMENDMENT TO REGULATIONS  
OR TO THE OFFICAL ZONING DISTRICT MAP

Name/Address David Heath and Patricia Heath  
Individual/Company/Corporation

Description of Amendment Proposed Change zoning classification from a  
combination of SFR and Bus/Retail to Multi-Use for all 10 acres.

Statement of need or justification for said amendment, including its consistency with the zoning policies and purposes set forth in this Ordinance and/or its consistency with the City's most current comprehensive planning document or documents. (Use separate sheet of paper for your statement).

The legal description and address of the property affected and the proposed boundaries of said property;

The signed consent of the property owner or owners whose property would be affected by the proposed amendment;

The applicant's interest in the subject property if the applicant is not the property owner of all or a portion of the subject property;

The present zoning classification and existing uses of the property proposed to be reclassified; and

Such other information or documents as the City Council and Zoning Administrator may deem necessary.

A non-refundable fee must accompany the application to defray the cost of notification and processing the application. Please refer to the fee schedule of the City of Iowa Colony for the fee for your particular zoning need.

Signature required:  David Heath

Form approved: July 20, 2009

## Request for Zoning District Map Change

**Property owners:** David W. and Patricia V. Heath

15 John Rucker Drive

Ruckersville, Va 22968

(832) 264-0749

(434) 806-5973

**Property location:** Intersection of County Road 48 and County Road 418 (Shaw Road)

**Legal description:** A0560 H T & B R R

TRACT 162

Acres 10

**Property Account Number:** 178653 - 0560-0022-000

**Zoning Classification:** Split diagonally into SFR and business retail

**Existing Uses:** None

**Proposed Uses:** A triangle formed by SH288, CR48, and railroad tracks running along CR190 is identified on the comprehensive plan as high density mixed use (or high intensity mixed use). Our property is in the triangle not far from the southern tip. The intersection of CR48 and Shaw Road is at the northwest corner. The comprehensive plan shows that to be a signaled intersection in the future. SH288 intersects CR48 about 3/10 of a mile from the southern property line, which is an advantage for prospective businesses. Another attraction is the growing Iowa Colony city. When we bought the property, a sign on Highway 6 showed the Iowa Colony population to be 452. That sign is gone now.

We first put the property on the market in late 2017 as a home sale, but the comparables used by the appraiser were all in Rosharon on residential lots. It has been on the market since 2018 as commercial with zoning unsettled. Currently, the zoning map shows the property divided into a triangle and a trapezoid. The triangular western part is zoned as single family residential and the eastern part as business retail. This peculiar configuration discourages potential purchasers. Uniting it as a square under one zone should attract more attention and move things along. Because of its location and the city's plan for the future, the property is positioned for business retail use.

Retail, though, is under stress. "Every retailer now needs to face the reality that new products are less likely to be discovered in a store, and more likely to be discovered in a social media feed," Jason Goldberg, "Four US retail trends transforming the industry in 2024," *The Future of*

*Commerce.* The area of retail defined as consumer packaged goods has evolved into a competition between nationwide inventory outlets with streamlined transportation and delivery systems. A soap dispenser ordered from Amazon will arrive at my doorstep the next day or the day following. A car purchased online might take a little longer. A puppy purchased online will be flown to a location near me for \$749. Consequences are that some traditional models of retail are already extinct with others likely to follow.

Several other properties on both sides of CR48 north of Bullard are zoned as SFR, and many acres of land in northern Iowa Colony have few if any structures. SFR still has the potential to drive growth in the area.

The best solution, then, is to rezone this and potentially other properties here as multi-use, which accommodates both single family and business retail use. This is our formal request to rezone the ten-acre property as multi-use. We will be glad to discuss any questions, concerns, or comments you have, along with those of others in the community. We will also reach out to Iowa Colony for comment when evaluating an offer.

Thank you very much for your consideration.

Sincerely yours,

Dave Heath



Patricia Heath



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO  
REZONE CERTAIN PROPERTY ON COUNTY ROAD 48 AND  
COUNTY ROAD 418 (SHAW ROAD) FROM SINGLE FAMILY  
RESIDENTIAL/ BUSINESS AND RETAIL TO MIXED USE; AND  
CONTAINING RELATED PROVISIONS**

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

**Section 1. Findings**

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

a. The Owner of the premises subject to this zoning action or the Owner's duly authorized agent has timely filed with the City Secretary a request for this action, containing all necessary information.

b. The Planning and Zoning Commission and the City Council of the City have each held a public hearing on this zoning action in compliance with the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, and the Zoning Ordinance.

c. More than fifteen (15) days before the date of each of those hearings, public notice thereof was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, and place of each of those hearings.

d. More than ten (10) days before the date of each of those hearings, and more than thirty (30) days prior to the passage of this ordinance, written notice of each of those hearings and of the application for this zoning action was sent to the owners of the herein described property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

e. At least 10 days before each of those hearings, notice of those hearings was posted on the property subject to this zoning action, in compliance with the Unified Development Code of the City.

f. Before the City Council hearing on this zoning action, the Planning and Zoning Commission made a written recommendation to the City Council on this zoning action.

g. After giving due regard to the nature and consideration of all adjacent uses and structures and of the nature and condition of the City as a whole, the City Council is of the opinion that this zoning action conforms to the requirements and intent of the City and the Comprehensive Plan of the City, and that such rezoning will not constitute a nuisance or be detrimental to the public health, safety, morals, or welfare of the community.

h. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption of this ordinance and the passage of this ordinance.

i. All requirements of law concerning this zoning action have been satisfied.

**Section 2. Rezoning**

The Comprehensive Zoning Ordinance of the City is hereby amended, and the following described real property (herein called "the premises") located within the corporate limits of the City is hereby rezoned from **Single Family Residential/Business and Retail to Mixed Use**:

**Approximately 10 acres of land at the Intersection of County Road 48 and County Road 418 (Shaw Road), A0560 H.T. & B.R.R., Tract 162, Brazoria County, Texas**

**Section 3. Ratification of Actions of Agents**

The City Council of the City of Iowa Colony hereby ratifies and confirms any and all actions taken by the Mayor, Mayor Pro-Tem, City Secretary, City Attorney, City Manager, or any other officer or agent thereof, in connection with the granting of the zoning action evidenced by this ordinance, in giving the public notice of the above described hearings, in giving notice of those hearings, and in conducting those hearings.

**Section 4. Zoning Map**

The City Secretary shall amend the zoning map of the City of Iowa Colony to reflect this zoning action.

**Section 5. Other Ordinances**

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provisions of any such other ordinance conflict with or overlap the provisions of this ordinance, whichever imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein. The Zoning Ordinance shall remain in full force and effect, subject to the changes herein specified.

**Section 6. Severance Clause**

In the event any section or provision, of whatever size, of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

**Section 7. Effective Date**

This ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED ON THE 14<sup>TH</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY, TEXAS**

\_\_\_\_\_  
**WIL KENNEDY, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KAYLEEN ROSSER, CITY SECRETARY**



**DESIGNATION OF REPRESENTATIVE AND ALTERNATE  
HOUSTON-GALVESTON AREA COUNCIL  
2025 GENERAL ASSEMBLY**

\*\*\*\*\*

**BE IT RESOLVED**, by the Mayor and City Council of \_\_\_\_\_, Texas that \_\_\_\_\_ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2025.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is \_\_\_\_\_.

**THAT** the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

**PASSED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_



## HOUSTON-GALVESTON AREA COUNCIL

OFFICE OF THE EXECUTIVE DIRECTOR

**To:** Mayors – Home Rule Cities  
**Subject:** 2025 General Assembly Designations  
**From:** Chuck Wemple  
**Date:** September 19, 2024

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.

As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member of Home Rule cities to designate an elected official to represent you on the General Assembly and at the Home Rule cities caucus meeting. At the caucus meeting, Home Rule cities from across the region will elect two members to represent all Home Rule cities on the H-GAC Board of Directors, and two members to serve as alternates.

I have attached the nomination form on which you can designate your representatives. Please email the completed form to [Vanessa.McKeehan@h-gac.com](mailto:Vanessa.McKeehan@h-gac.com). If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

A dinner meeting of Home Rule city representatives is scheduled for Thursday, November 7, 2024 starting at 6:00 p.m. It will be at the The Royal Sonesta, 2222 W Loop S, Houston, TX 77027. Your city's designees are highly encouraged to attend and help elect the 2025 Home Rule Cities' representatives to the H-GAC Board of Directors.

Thank you for your continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,

A blue ink signature of Charles Wemple is shown above a horizontal line. Below the line, the text 'Charles Wemple (Oct 1, 2024 05:35 CDT)' is printed in a small, blue font.

Chuck Wemple



# City Council Agenda Item Request Form

Item 14.

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

Date: 10/2/2024

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho

Item Type: Agreement

Budgeted? N/A (no cost) Cost:

If budgeted, identify account:

Short Description:

Agreement to cost share Phase One Northwest WWTP - 0.75 MGD WWTP. The parties to the cost share includes City of Iowa Colony, BCMUD 31, BCMUD 87 and BCMUD 38

Explanation/Justification Details:

Multi-party agreement to design and construct the first phase of the Northwest WWTP to be located at the existing WWTP (formerly BCMUD 31 site).  
  
Cost Share percentage are as follow:  
  
BCMUD 87 (DR Horton) - 44.26%  
BCMUD 31 (Sterling Lakes) - 32%  
BCMUD 38 (Lacovia Lakes) - 13.67%  
City of Iowa Colony - 9.07%  
  
Total budget of \$15,862,500 includes engineering and construction of the plant.

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

**COST SHARING AGREEMENT FOR  
NORTHWEST REGIONAL WASTEWATER TREATMENT PLANT**

This Cost Sharing Agreement (this “Agreement”), effective as of \_\_\_\_\_, 2024 (the “Effective Date”), is entered into by and between the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the “City”); **Brazoria County Municipal Utility District No. 31**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (“**MUD 31**”); **Brazoria County Municipal Utility District No. 87**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (“**MUD 87**”); and **Brazoria County Municipal Utility District No. 38**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (“**MUD 38**”). The City, MUD 31, MUD 87, and MUD 38 are sometimes individually referred to herein as a “Party” and are collectively referred to as “Parties.”

**BACKGROUND**

The Parties all have the authority to provide collection and treatment services to residential and commercial property owners within their respective boundaries or service areas.

The City is planning to design, permit, and construct a permanent concrete wastewater treatment plant located at [redacted] with an initial phase of 0.75 million gallons per day of wastewater treatment capacity (the “Project”).

In order to carry out the Districts’ respective purposes, the Districts have determined it is in their best interests participate with the City in the joint funding of Project.

The Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Project is to proceed and to establish the respective rights and responsibilities regarding same.

The Parties have each determined that: (i) the provisions of this Agreement, the goods and services to be provided by each party hereunder substantially advance the legitimate interests and public purposes of the Parties, and (ii) they each are independently authorized to enter into this Agreement pursuant to the Constitution and laws of the State of Texas.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the receipt and sufficiency of which the Parties hereby acknowledge and confess, the Parties contract and agree as follows:

## ARTICLE I.

### DEFINITIONS

In addition to capitalized terms defined elsewhere herein, the following terms used in this Agreement, as applicable, shall have the following meanings:

“Project” means the design, permitting, and construction of first phase of the City’s concrete permanent Northwest Regional Wastewater Treatment Plant which will be located at \_\_\_\_\_ and have an initial capacity of 0.75 million gallons per day (MGD).

“Pro Rata Share” means the percentage of the Project Costs that each Party is responsible for paying pursuant to and in accordance with the terms and conditions of this Agreement.

“Project Account” means the account to be established by the City pursuant to Section 4.01 of this Agreement.

“Project Costs” means all costs related to the design, permitting, and construction of the Project, including, without limitation, geotechnical work, surveying, preparation of plans and specifications, and construction, inspection and supervision fees, the costs of preparation and implementation of stormwater quality management plans and stormwater pollution prevention plans, as and if required, legal fees related to the letting and preparation of construction contracts, advertising, material-testing costs, and charges incurred in obtaining necessary permits and approvals from local and state authorities, construction contract amounts, the costs of goods required and related services, incentives as allowed by law, change orders, materials, equipment, supplies, and all other costs and expenses related to the foregoing.

“Project Engineer” means ADICO Consulting Engineers, which is the consulting engineering firm for the City, or its successor(s) as engaged by the City.

“Regulatory Requirements” means all the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any state, federal, local, or other regulatory authority (including, but not limited to, the TCEQ) having jurisdiction concerning the design, construction, operation and maintenance of the Project.

“TCEQ” means the Texas Commission on Environmental Quality, and any successor or successors exercising any of its duties and functions.

## ARTICLE II.

### THE PROJECT AND SHARED PROJECT COSTS

Section 2.01. General. The Project shall serve all of the Parties by providing reserved wastewater treatment capacity to serve the land within their respective boundaries. In recognition of the regional benefits of the Project, the Parties have agreed to share in certain Project Costs, as set forth herein. Subject to the rights granted to each Party herein, MUD 31, MUD 87, and MUD 38 agree and acknowledge that their participation in the Project shall be limited to the financial contributions described herein.

Section 2.02. Initial Estimate of Project Costs. The initial estimated Project Costs as prepared by the Project Engineer are shown on **Exhibit A** attached hereto.

Section 2.03. Pro Rata Shares of Project Costs/Reserved Capacity. The Parties agree to the Pro Rata Shares of the Project Costs as shown in the below table. The Parties shall have reserved capacity in the Project to serve development within their respective boundaries in the amounts shown below.

<b>Party</b>	<b>Pro Rata Share of Shared Project Costs</b>	<b>Approximate ESFCs (based on 220 gpd)</b>	<b>Reserved Capacity</b>
MUD 31	32%	1091	0.24 MGD
MUD 87	44%	1509	0.33 MGD
MUD 38	14.7%	500	0.11 MGD
City	9.3%	318	0.07 MGD
<b>Total</b>	<b>100%</b>	<b>3,418</b>	<b>0.75 MGD</b>

**ARTICLE III.**

**ADMINISTRATION, DESIGN, AND CONSTRUCTION OF THE PROJECT**

Section 3.01. Project Administration. The Parties agree that the City shall serve as administrator of the Project (“Project Administrator”). The Parties acknowledge that the City, as Project Administrator, shall have authority to handle all aspects of the design, bidding and construction of the Project and shall not be required to seek approval from any of the other Parties for any action undertaken in the design, bidding and/or construction of the Project. However, the City, as Project Administrator, shall provide Project Administration Reports, as described herein, to the other Parties each month.

Section 3.02. Project Engineer. The Parties hereby agree that ADICO Consulting Engineers, LLC shall serve as Project Engineer. The City, as Project Administrator, shall require the Project Engineer to design the Project in accordance with sound engineering principles and in conformance with all Regulatory Requirements.

Section 3.03. Construction of Project.

(a) The City, as Project Administrator, shall advertise for competitive bids the contract for the construction of the Project in full compliance with all Regulatory Requirements, particularly the competitive bidding requirements for construction projects applicable to the City.

(b) The Parties acknowledge and agree that the construction contract for the Projects shall be in the name of the City, and the City, as Project Administrator, shall be responsible for having the construction of the Project performed in a good and workmanlike manner and in accordance with the approved plans and specifications and all Regulatory Requirements. The City, as Project Administrator, shall administer the construction contract, including review and approval of all appropriate pay applications and change orders, for the Project in accordance with all Regulatory Requirements and based on the recommendations of the Project Engineer. The City, as Project Administrator, shall cause the construction of the Project to be supervised by the Project Engineer.

Section 3.04. Project Schedule. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall use commercial reasonable efforts to have design and construction of the Project substantially complete within 30 months of the Effective Date of this Agreement.

If, due to the fault of the City, the Project is not substantially complete within 30 months of the Effective Date of this Agreement, City agrees to provide the “pump and haul” service referenced in Section 3.06 below as needed and at their sole cost and expense until such time as the Project is substantially complete.

Section 3.05. Ownership and Operation of the Project. Upon final completion of the Project, the City shall be the sole legal owner of the Project and shall bear all responsibility for the operation and maintenance of the Project, including any necessary repairs or rehabilitation. MUD 31 (for itself and on behalf of Brazoria County Municipal Utility District No. 32 (“MUD 32”)), MUD 87, and MUD 38 shall have beneficial rights to their respective pro-rata shares of the reserved capacity in the Project as provided in this Agreement. The City agrees to operate and maintain the Project in good and workmanlike condition for the benefit of all of the Parties.

Section 3.06. Supplemental Capacity During Construction of Project. The City acknowledges that the Districts are under active development and receiving wastewater treatment capacity from various facilities serving the land inside the Districts. In the event any of the Districts require additional capacity to serve development within its boundaries before the Project is complete and operable, then the Districts shall have the right to provide “pump and haul” service to serve its development, in the manner allowed under applicable law, including applicable regulations of the TCEQ, or to make such other arrangements as are compatible with applicable law and regulations in order to adequately provide and address necessary wastewater treatment services until the Project is operable.

**ARTICLE IV.**

**PROJECT FINANCING, ACCOUNTING, AND RECORDS**

Section 4.01. Establishment of Project Account. The City shall establish the Project Account with respect to the deposits and payments to be made by the Parties pursuant to this Agreement. Said account and the funds therein shall be kept separate and apart from all other accounts and funds of the City. All funds of the Parties to pay Project Costs shall be deposited into and paid from the Project Account.

Section 4.02. Initial Deposits into Project Account for Design Costs. The Parties agree to deposit into the Project Account the full amount of each Party’s estimated Pro Rata Share of design portion of the Project Costs in the below amounts under “Engineering Share” within 60 days of the Effective Date:

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				\$877,500	\$135,000	\$13,500,000		
City of Iowa Colony	309	68000	9.07%	\$79,560	\$12,240	\$1,224,000	\$122,400	\$1,438,200
BCMUD 87	1509	331980	44.26%	\$388,417	\$59,756	\$5,975,640	\$597,564	\$7,021,377
BCMUD 31 & 32	1091	240020	32.00%	\$280,823	\$43,204	\$4,320,360	\$432,036	\$5,076,423
BCMUD 38	500	110000	14.67%	\$128,700	\$19,800	\$1,980,000	\$198,000	\$2,326,500
Total	3,409	750000	100.00%	\$877,500	\$135,000	\$13,500,000	\$1,350,000	\$15,862,500

Section 4.03. Deposits into Project Account for Construction Costs. Promptly upon receipt of bids for a for construction of the Project, the City, as Project Administrator, shall provide written notice to the Parties, including a tabulation of all bid results, and specifying the identified contractor and the contract price. The Parties agree to deposit additional funds for their respective Pro Rata Shares of the contract price with the City within 45 calendar days of receipt of the bid tabulation. The City, as Project Administrator, agrees to deposit such funds into the Project Account.

If any District fails to make its respective deposit for its Pro Rata Shares of the design or contract price in accordance with this Agreement, the City shall have the right to forego the issuance of building permits and/or connections to the utility system inside the boundaries of the defaulting District until paid.

Additionally, if any Party fails to make its respective deposit for its Pro Rata Shares of the design or contract price in accordance with this Agreement (the “Defaulting Party”), the City shall provide notice to all Parties of such non-payment and the remaining Parties (the “Non-Defaulting Parties”) may either (i) elect to fund such Defaulting Party’s Pro Rata Shares of the total design and contract price until paid in full by the Defaulting Party, in which event such amount funded by the Non-Defaulting Parties on behalf of the Defaulting Party shall accrue interest at the lesser of 18% per annum or the highest non-usurious rate permitted under applicable law until paid in full (with accrued interest) by the Defaulting Party, or (ii) elect that the Defaulting Party shall not be allocated any capacity in the Project, in which case the Defaulting Party’s respective proportionate share of the design and contract price shall be allocated on a pro-rata basis among the Non-Defaulting Parties and the Non-Defaulting Parties shall be entitled to exercise any remedies available at law or in equity. If the Non-Defaulting Parties elect that the Defaulting Party shall not be allocated any capacity in the Project as provided for herein, the Defaulting Party shall be automatically removed as a Party to this Agreement and forfeits all amounts previously deposited under this Agreement.

Section 4.04. Administration of Project Account. As Project Administrator, the City shall utilize funds in the Project Account only for the payment of Project Costs. Such funds shall be invested and continuously secured in the manner required by the laws of the State of Texas applicable to the City, as such laws exist now or may be amended. The interest accruing on, and any profits realized or losses incurred from investing funds in the Project Account shall be allocated to each Party based upon its Pro Rata Share.

Section 4.05. Project Account Records. The City shall maintain books of records and accounts in which full, true, and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the design and construction of the Project and the payment of Project Costs according to each Party’s Pro Rata Share.



Section 4.06. Project Administration Report. The City shall provide, monthly, a written report briefly summarizing Project Costs for the month and general progress on the Project during the month. The Parties shall have the right to request, at any time, more detail about the information contained in the report, and the City agrees to provide the information promptly if such information is readily ascertainable. If such information is not readily ascertainable, the City will so inform the requesting Party(ies) and shall provide the information as soon as it becomes readily ascertainable.

Section 4.07. Final Accounting of Project Account. Within 120 days after final completion of the Project, and provided that the City has determined that all Project Costs have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Pro Rata Share of Project Costs. If the total Project Costs exceeds the amount deposited in the Project Account, the City shall promptly invoice the Parties for the Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days or receipt. Upon payment of any final amounts due under this section, the City shall close the Project Account. If any Party discovers any inaccuracy in the administration of the Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Project Account, unless otherwise agreed to in writing by the Parties.

**ARTICLE V.**

**REPRESENTATIONS AND WARRANTIES**

Section 5.01. Representations and Warranties. Each Party represents and warrants that:

- (i) It has the full power, authority and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;
- (ii) The form, execution, delivery and performance of this Agreement has been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which such Party is a party or by which it or any of its properties may be bound; and
- (iii) This Agreement is a legal, valid and binding obligation of the Party enforceable against the Party in accordance with its terms except that enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**ARTICLE VI.**

**MISCELLANEOUS**

Section 6.01. Default. A breach of any material provision of this Agreement after notice and an opportunity to cure, shall constitute a default. The non-breaching Party(ies) shall notify the breaching Party(ies) of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching Party(ies) fails to cure the breach within a reasonable time, not sooner

than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching Party(ies) may specify in such notice), the non-breaching Party(ies) may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

Section 6.02. Remedies; No Additional Waiver Implied. In the event of breach or default by a Party hereto of any term, covenant, or condition hereunder (and which breach or default continues for thirty (30) days after receipt of written notice from the non-breaching or non-defaulting Party(ies) the non-breaching or non-defaulting Party(ies) shall have the right, except as specifically limited or conditioned elsewhere in this Agreement, to pursue all legal or equitable remedies, including, but not limited to, the right of specific performance by means of a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the breaching or defaulting Party(ies) to observe and perform the terms, covenants, obligations, conditions or liabilities prescribed in this Agreement or other declaratory relief. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.03. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by a Party to the other Party(ies) (except bills), must be in writing and may be given or be served by Federal Express or depositing the same in the United States mail postpaid, certified, and addressed to the Party(ies) to be notified, with return receipt requested, or by delivering the same to such Party(ies), addressed to the Party(ies) to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective when received by the Party(ies) to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Iowa Colony  
3144 Meridiana Pkwy  
Iowa Colony, Texas 77583  
Attn: City Manager Sugar Land, Texas 77478

If to MUD 31, to:

Brazoria County MUD No. 31  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77026  
Attn: Jessica Holoubek

If to MUD 87, to:

Brazoria County MUD No. 87  
c/o Coats Rose, P.C.

Attn: Timothy G. Green  
9 Greenway Plaza, Ste. 1000  
Houston, Texas 77046

If to MUD 38, to:

Brazoria County MUD No. 38  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other Parties.

Section 6.04. Term. This Agreement shall become effective and binding on the Parties as of the Effective Date for a term of thirty (30) years.

Section 6.05. Assignment. None of the Parties may assign this Agreement (nor any rights or obligations arising hereunder) without the prior written consent of the other Parties, which consent may be granted or denied in the sole and absolute discretion of the other Parties.

Section 6.06. Modification. This Agreement shall be subject to change or modification only by written amendment (or supplement) approved and executed by all of the Parties.

Section 6.07. Force Majeure. In the event a Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, and any other incapacities of a Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the reasonable judgment of the Party having the difficulty.

Section 6.08. Compliance with Regulatory Requirements. This Agreement shall be subject to all Regulatory Requirements.

Section 6.09. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and their permitted successors and assigns and shall not be construed to confer any rights upon any third party.

Section 6.10. Merger. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof and no prior agreements whether written or oral are effective.

Section 6.11. Liability for Indebtedness. It is expressly understood and agreed that nothing in this Agreement has the effect of causing a Party to assume, guarantee, or become in any way liable for any bond, warrant, note or other indebtedness or obligation of the other Parties.

Section 6.12. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.13. Construction of Agreement. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not authorize this Agreement.

Section 6.14. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall exclusively be in Brazoria County, Texas.

Section 6.15. Consultation. The Parties each hereby acknowledge, represent and warrant to each other: (i) each has had the opportunity to consult with legal counsel of their own choice and has been afforded an opportunity to review and negotiate this Agreement with assistance of their legal counsel, (ii) each has reviewed this Agreement, and fully understands the effects hereof and all terms and provisions contained herein, and (iii) each has executed this Agreement of its own free will and volition.

**Exhibits:**

Exhibit A: Estimated Project Costs

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Districts have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the Effective Date.

**BRAZORIA COUNTY MUNICIPAL UTITLIY  
DISTRICT NO. 31**

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President, Board of Directors

**BRAZORIA COUNTY MUNICIPAL UTITLIY  
DISTRICT NO. 87**

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President, Board of Directors

**BRAZORIA COUNTY MUNICIPAL UTITLIY  
DISTRICT NO. 38**

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President, Board of Directors

**CITY OF IOWA COLONY:**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

Exhibit A



CITY OF IOWA COLONY  
 NORTHWEST WASTEWATER TREATMENT PLANT - PHASE ONE 0.75 MGD  
 Opinion of Probable Construction Cost

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	WWTP Site Work	1	LS	\$50,000	\$50,000
2.	Construction of permanent WWTP, including concrete basin, piping, airlifts, walkways, blowers, valves, plant pad, electrical, painting, concrete slabs, bollards, CL2 solution, eye wash station, etc. for an operational 0.75 MGD waste water treatment plan, complete in place	1	LS	\$12,000,000	\$12,000,000
3.	Onsite Lift Station	1	LS	\$700,000	\$700,000
4.	Natural Gas Generator	1	LS	\$600,000	\$600,000
5.	Site Lighting	1	LS	\$25,000	\$25,000
6.	Reconfiguration of existing yard piping	1	LS	\$100,000	\$100,000
7.	Electrical Services	1	LS	\$15,000	\$15,000
8.	SWPPP	1	LS	\$10,000	\$10,000
<b>Subtotal:</b>					<b>\$13,500,000</b>
<b>Contingency (10%):</b>					<b>\$1,350,000</b>
<b>Engineering (6.5%):</b>					<b>\$877,500</b>
<b>CMT (1%)</b>					<b>\$135,000</b>
<b>Total:</b>					<b>\$15,862,500</b>



# City Council Agenda Item Request Form

Item 15.

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

Date: 10/2/2024

Department Making Request: 35 - Community Development

Person Making Request: Dinh Ho

Item Type: Agreement

Budgeted? NO

Cost: 76650

If budgeted, identify account: [ ] [ ] [ ]

Short Description:

Engineering Service Agreement for design, permitting and construction phase services to for the Phase One Northwest WWTP - 0.75 MGD WWTP.

Explanation/Justification Details:

Engineering service agreement with Adico Engineering for design, permitting and construction phase services for Phase One of the Northwest WWTP (permanent).  
  
The cost is shared with the MUDs based on percentage below.  
  
BCMUD 87 (DR Horton) - 44.26% ~ \$388,417  
BCMUD 31 (Sterling Lakes) - 32% ~\$280,823  
BCMUD 38 (Lacovia Lakes) - 13.67% ~ \$128,700  
City of Iowa Colony - 9.07% ~ \$79,560

Requestor Signature:

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary



October 2, 2024

Mr. Robert Hemminger  
City Manager  
City of Iowa Colony  
3144 Meridiana Parkway  
Iowa Colony, TX 77583

Re: Professional Services Agreement for Design Services for the Phase One of the Northwest Wastewater Treatment Plant in Iowa Colony, TX

Dear Robert,

Adico, LLC (“Adico”) is pleased to submit this letter agreement (the “Agreement”) to the City of Iowa Colony, Texas (“Client”) for providing design services for improvements at the Wastewater Treatment Plant (WWTP).

**PROJECT UNDERSTANDING**

The City of Iowa Colony is the owner and operator of a WWTP located at \_\_\_ County Road 57. The plant current system includes multiple interim steel package plant originally constructed in 2007 and added on. The permanent WWTP will be located on a parcel of land which is approximately 15.0 acres previously dedicated to the City from BCMUD 87 and BCMUD 31.

The construction of the permanent WWTP will provide replacement capacity of the existing 0.24 MGD package plant and additional capacity for developments and expansion.

This agreement includes the permitting, design, bidding and construction phase services for the new 0.75 MGD concrete WWTP and onsite Lift Station. It is anticipated the preliminary construction estimate is approximately \$18-\$20/gal or \$13,500,0000 - \$15,000,000.

**SCOPE OF SERVICES**

Adico will provide the services specifically set forth below.

Task 1: Prepare 30% Design Documents

Adico will prepare 30% design documents for Client review. Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Topographic and Boundary Survey
- Geotechnical Investigation.
- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - 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; Pier plans; Foundation plans; and Roof plans
- Update preliminary OPCC from PER.
- Submit 30% design documents and OPCC to Client for review and comment

Task 2: Prepare 60% Design Documents

Adico will prepare 60% design documents for Client review. Design documents will include construction plans, project manual outline,

preliminary equipment technical specifications, and opinion of probable construction cost.

- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - 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 OPCC.
- Submit 60% design documents and OPCC to Client for review and comment.

Task 3: Prepare 90% Design Documents

Adico will prepare 90% design documents for Client review. Design documents will include construction plans, project manual outline, preliminary equipment technical specifications, and opinion of probable construction cost.

- Plan sheets will be 22-inch by 34-inch (full-size) and include the following information:
  - 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 OPCC.
- Submit 90% design documents and OPCC to Client for review and comment.

Task 4: Prepare Final Design Documents

Adico will prepare final design documents for Client review. Design documents will include construction plans, final project manual, final equipment technical specifications, and final opinion of probable construction cost.

- Provide draft technical specifications and front-end bidding documents
- Update OPCC.
- Submit final design documents and OPCC to Client for review and comment.

Task 5: Agency Coordination

Concurrently with the Preliminary Engineering Report Task, Adico will assist the City in coordinating with Agencies and preparing applications for the following permits:

- TPDES Discharge Permit and TCEQ authorization: The Client desires to submit a minor amendment for process changes at the WWTP. The Consultant will prepare a municipal discharge minor amendment permit application suitable for submittal to the Texas Commission on Environmental Quality (TCEQ) through the following tasks:
  - TCEQ Permit Application: Consultant will prepare applications for TCEQ permit. Application will include administrative and technical sections including color maps and figures as required in the current version of the application, including bufferzone analysis.
  - Review Meeting: Client and Consultant will attend a review meeting at the Consultant's office to review the draft permit application. Consultant will prepare final permit application based on comments from the review meeting.
  - Address TCEQ Comments: Consultant will prepare one revised permit application, if required, based on comments from the regulatory agency.

- Public Notice Coordination: Consultant will coordinate public notice requirements with Client. Client will submit public notice to the required newspapers. Client shall submit tear sheets, Public Notice Verification Form and publisher's affidavit to TCEQ for all public notices. Consultant will send the Client a hard copy of the permit application to be posted by the Client in a place for public viewing in conformance with the requirements of the Texas Administrative Code.
- TCEQ Plan submittal: Consultant will prepare a design summary transmittal for review and approval by Client. Consultant will submit application to TCEQ for approval of the WWTP modifications after completion of the 30% design documents.

**Deliverables:**

- Draft TCEQ Permit Application Packet – three (3) copies
- Review Meeting
- Final Permit Application – three (3) copies for Client, four (4) copies for TCEQ
- Revised Permit Application – three (3) copies for Client, four (4) copies for TCEQ, if required
- Public Notice – one (1) copy for Client, one (1) copy for public viewing, one (1) copy for TCEQ
- Updated floodplain hydraulic analysis memo – three (3) copies for Client

Task 6: 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 7: 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

**Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Attend design phase kickoff meeting within 10 business days of notice to proceed.
- Provide 30% design documents and TCEQ permit application within 45 calendar days of kickoff meeting and receipt of required data.
- Provide 60% design documents within 120 calendar days of comments on previous draft documents.
- Provide 90% design documents within 180 calendar days of receipt of comments on previous draft documents.
- Provide final construction documents within 15 days of receipt of permits.

**COMPENSATION:**

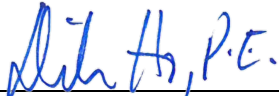
Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$877,500** be established.

Task	Fee Basis	Fee
Task 1: Prepare 30% Design Documents	Lump Sum	\$313,200
Task 2: Prepare 60% Design Documents	Lump Sum	\$195,750
Task 3: Prepare 90% Design Documents	Lump Sum	\$195,750
Task 4: Prepare Final Design Documents	Lump Sum	\$78,300
Task 5: Agency Coordination	Lump Sum	\$54,000
Task 6: Bid Phase Services	Lump Sum	\$27,000
Task 7: Construction Phase	Lump Sum	\$216,000
<b>TOTAL PROPOSED PROFESSIONAL FEES</b>		<b>\$877,500</b>

**Adico, LLC** is pleased to submit this proposal and we appreciate the opportunity to provide these services for you. We will consider your acceptance below as our authorization to proceed. Please return one signed copy for our files.

Sincerely,

**Adico, LLC**  
TBPE Firm No. 16423

  
By: Dinh V. Ho, P.E.,

10/2/2024

Date

Accepted: \_\_\_\_\_

Date

**EXHIBIT 'A'**

**ADICO, LLC  
SCHEDULE OF HOURLY RATES**

**EFFECTIVE JANUARY 2024**

<b><u>DESCRIPTION / TITLE</u></b>	<b><u>HOURLY RATES</u></b>
<b>Principals/PMs</b>	
Principals, Directors	\$245.00
Sr. Project Managers	\$215.00
Project Managers	\$195.00
Project Coordinator	\$135.00
<b>Engineers/Designers</b>	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$115.00
Designer II	\$130.00
Cadd Technicians	\$100.00
<b>Construction Management</b>	
Senior Construction Inspector	\$135.00
Construction Inspector	\$110.00
<b>Administrative Support</b>	
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  
AGREEMENT FOR  
ENGINEERING SERVICES**

**GENERAL TERMS AND CONDITIONS**

BILLING

Statements are issued when appropriate and shall be payable to Adico, LLC (ADICO ) upon receipt, whenever issued, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the CLIENT upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

DIRECT PERSONNEL EXPENSE

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment Texas and other statutory employee benefits, Insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.1 times actual cost.

SUSPENSION OR TERMINATION OF SERVICES

If the CLIENT fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the CLIENT, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications and other instruments of service as of the date services are suspended. In the event that the CLIENT requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

LAWS/REGULATIONS

This agreement is to be governed by the law of the principal place of business of the ENGINEER. The CLIENT and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The CLIENT and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

**Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the CLIENT agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.**

**LIMITS OF LIABILITY**

ENGINEER's services, as limited by the CLIENT, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the CLIENT expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions. ENGINEER's liability to the CLIENT for injury or damage to persons or property arising out of services performed for CLIENT and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The CLIENT agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the CLIENT knew or should have known of said claim, whichever shall first occur. Following such date, all such CLIENT claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control.

In the event the CLIENT makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

**In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the CLIENT, the Contractor or any others associated with or related to the CLIENT's project, the CLIENT shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.**

**EXCLUDED SERVICES**

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

**ADDITIONAL CONSULTANTS**

Fees for services of additional consultants to be retained under subcontract to Adico, LLC, when required, and when authorized by the CLIENT, will be billed to the CLIENT at 1.1 times such consultants' net billings to Adico, LLC, unless otherwise agreed.

**CONFIDENTIALITY**

ENGINEER, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the Information unless the Client authorizes such in writing.

**CLIENTSHIP OF DOCUMENTS**

All documents field notes and data prepared or obtained by or through ENGINEER and related to the CLIENT's project will be joint property of the ENGINEER and CLIENT and may be transferred to other parties or used for other purposes (e.g., marketing) with written consent from the other party. **Any expense of the documents without written authorization from ENGINEER shall be at the CLIENT's own risk and without liability to ENGINEER.**

**TIME LIMIT**

Agreement or proposal is subject to renegotiation if not accepted within 30 days.

**CITY OF IOWA COLONY  
NORTHWEST WASTEWATER TREATMENT PLANT - PHASE ONE 0.75 MGD  
Pro-rata Cost Share**

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				\$877,500	\$135,000	\$13,500,000		
City of Iowa Colony	309	68000	9.07%	\$79,560	\$12,240	\$1,224,000	\$122,400	\$1,438,200
BCMUD 87	1509	331980	44.26%	\$388,417	\$59,756	\$5,975,640	\$597,564	\$7,021,377
BCMUD 31 & 32	1091	240020	32.00%	\$280,823	\$43,204	\$4,320,360	\$432,036	\$5,076,423
BCMUD 38	500	110000	14.67%	\$128,700	\$19,800	\$1,980,000	\$198,000	\$2,326,500
<b>Total</b>	<b>3,409</b>	<b>750000</b>	<b>100.00%</b>	<b>\$877,500</b>	<b>\$135,000</b>	<b>\$13,500,000</b>	<b>\$1,350,000</b>	<b>\$15,862,500</b>



**CITY OF IOWA COLONY  
NORTHWEST WASTEWATER TREATMENT PLANT - PHASE ONE 0.75 MGD  
Opininon of Probable Construction Cost**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	WWTP Site Work	1	LS	\$50,000	\$50,000
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3.	Onsite Lift Station	1	LS	\$700,000	\$700,000
4.	Natural Gas Generator	1	LS	\$600,000	\$600,000
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7.	Electrical Services	1	LS	\$15,000	\$15,000
8.	SWPPP	1	LS	\$10,000	\$10,000
				<b>Subtotal:</b>	<b>\$13,500,000</b>
				<b>Contingency (10%):</b>	<b>\$1,350,000</b>
				<b>Engineering (6.5%):</b>	<b>\$877,500</b>
				<b>CMT (1%):</b>	<b>\$135,000</b>
				<b>Total:</b>	<b>\$15,862,500</b>

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS OFFICIALLY REMOVING A PREVIOUS BOARD MEMBER FROM A BANKING ACCOUNT AND UPDATING AND CONFIRMING AUTHORIZED SIGNERS AND MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ) AND IOWA COLONY DEVELOPMENT AUTHORITY (ICDA) BOARD**

**WHEREAS** the City of Iowa Colony (City) has created and maintained the TIRZ and ICDA for the purpose of promoting and financing economic development projects within the city; and

**WHEREAS**, it is the responsibility of the City Council to appoint and confirm members to the board that governs the TIRZ and ICDA to ensure effective oversight and decision-making for such projects; and

**WHEREAS** the ICDA maintains banking accounts with First National Bank of Alvin, and Judy Peterson, Director Position 3, was previously designated as an authorized signer on said banking account(s) and is no longer serving as a member of the board; and

**WHEREAS**, the City Council desires to remove Judy Peterson from the bank account, update and confirm the authorized signers on the bank account and as members of the TIRZ and ICDA boards;

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

**SECTION 1.** That the City Council hereby confirms the appointment of the following individuals to serve as authorized signers on the bank account and as members of the TIRZ/ICDA Board in accordance with their terms:

- Douglas Chumley, Secretary, Director Position 1
- Timothy Underwood, Vice-Chair, Director Position 2
- Casey Handy-Smith, Director Position 3
- Sheila Woods, Chair, Director Position 4
- Patrick O'Day, Director Position 5 (County Appointee)

**SECTION 2.** That the City Secretary, is hereby authorized and directed to provide written notice of this resolution to First National Bank of Alvin in order for the bank to take the necessary actions to remove Judy Peterson as an authorized signer on the Organization's banking accounts.

**SECTION 3.** That the City Council hereby request that the First National Bank of Alvin follow the recommendations of the TIRZ and ICDA boards, and authorize Robert Hemminger, City Manager, Sandra Castro, Senior Accountant, and Natasha Brooks-Anderson, TIRZ Administrator/City Attorney, all with the City of Iowa Colony, Texas, to have online banking access to the account.

**SECTION 4.** That this resolution shall take effect immediately upon its passage.

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

PASSED AND APPROVED ON THIS 14<sup>th</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY**

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**Wil Kennedy, Mayor**

**ATTEST:**

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**Kayleen Rosser, City Secretary**

# PROPOSAL TABULATION FORM

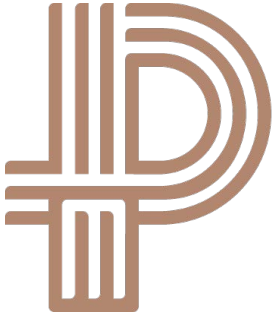
**TxCDBG 2025-26**

City of Iowa Colony

Item 17.

Proposal Date/Time: Monday, October 7, 2024 at 2:00 PM

	KSBR	Langford	Public Management
<b>Proposal Admin Fee</b>	<b>8.00%</b>	<b>10.00%</b>	<b>7.83%</b>
Total fee @ max award (\$750K)	\$60,000.00	\$75,000.00	\$58,725.00
<b>TOTAL SCORE</b>	<b>97</b>	<b>95</b>	<b>100</b>
Experience (30)	30	30	30
Related Experience / Background with federally funded projects (10)	10	10	10
Related Experience / Background with specific project type (5)	5	5	5
Certified Administrator of TxCDBG Program by TDA (5)	5	5	5
References from current/past clients (10)	10	10	10
Prior Work Performance (30)	30	30	30
Submits requests to client/TDA in a timely manner (5)	5	5	5
Responds to client/TDA requests in a timely manner (5)	5	5	5
Past client/TDA projects completed on schedule (5)	5	5	5
Work product is consistently of high quality with low level of errors (5)	5	5	5
Past client/TDA projects have low level of monitoring findings/concerns (5)	5	5	5
Manages projects within budgetary constraints (5)	5	5	5
Capacity to Perform (20)	19	19	20
Qualifications of Professional Administrators/Experience of Staff (5)	5	5	5
Present and Projected Workloads (5)	4	4	5
Quality of Proposal/Work Plan (5)	5	5	5
Demonstrated understanding of scope of the TxCDBG Project (5)	5	5	5
Proposed Cost (20)	18	16	20

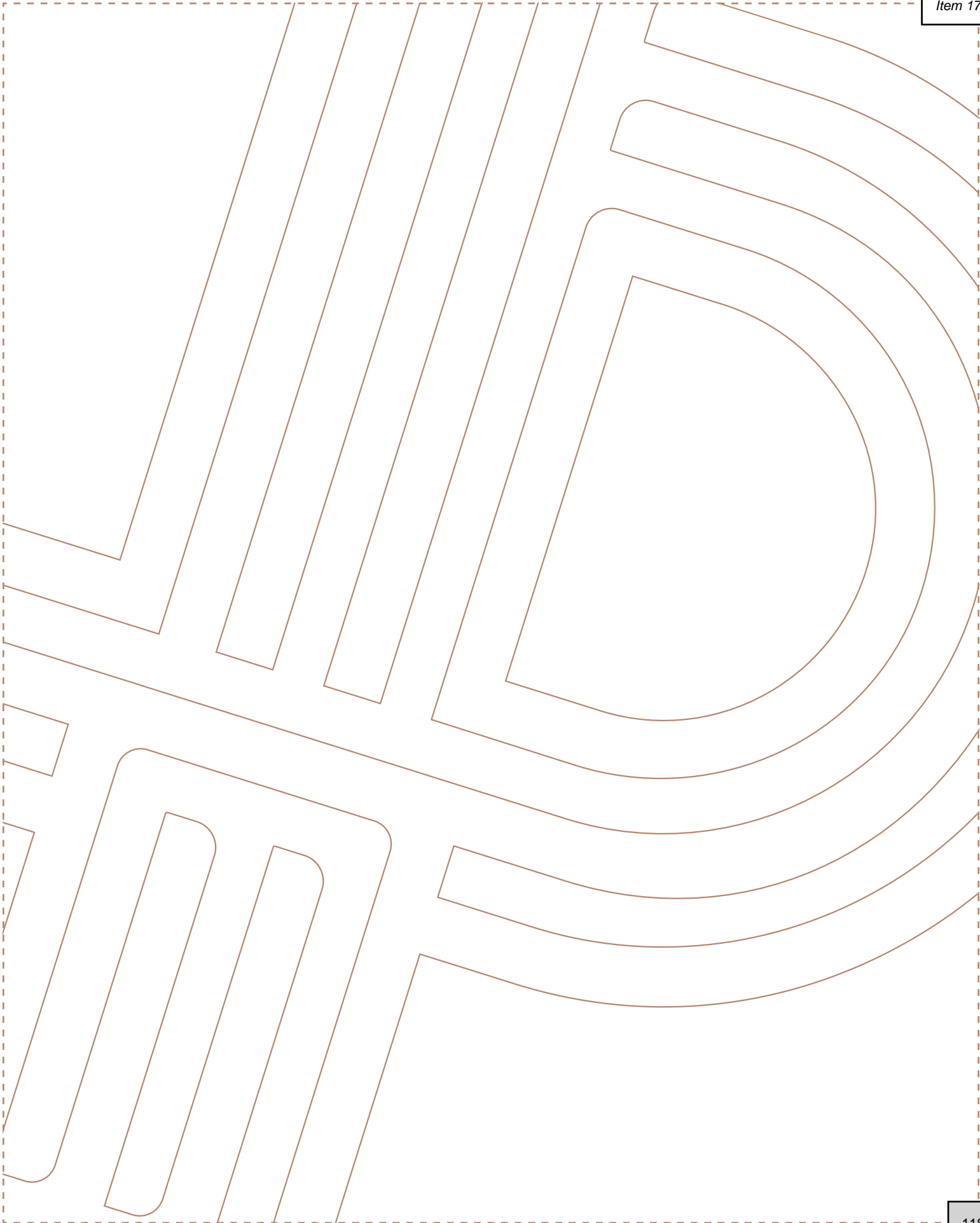


WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.  
COMMITTED TO IMPACTFUL SOLUTIONS.  
DRIVEN TO MAKE A DIFFERENCE.

**REQUEST FOR PROPOSAL:  
CITY OF IOWA COLONY**

APPLICATION PREPARATION &  
ADMINISTRATIVE SERVICES

TEXAS DEPARTMENT OF AGRICULTURE (TDA)  
2025 / 2026 TxCDBG  
COMMUNITY DEVELOPMENT FUND (CD)



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Planning • Financing • Management

October 7, 2024

Kayleen Rosser  
City Secretary  
City of Iowa Colony  
3144 Meridiana Pkwy  
Iowa Colony, TX 77583

RE: City of Iowa Colony Professional Grant Administration Services for Texas Community Development Block Grant (TxCDBG) 2025 / 2026 Community Development Fund

Dear Ms. Rosser:

We are excited for the opportunity to submit this proposal to the City of Iowa Colony for Grant Administration Services. We have assembled a highly qualified team that will be dedicated to identifying, pursuing, and implementing funding opportunities to address your community development goals and needs.

To date, Public Management, Inc. has guided its clients to **over \$1 billion** in various funding initiatives which span multiple state and federal sources. Of this amount **over \$150 million** is associated with community development projects. All projects previously administered by Public Management, Inc. were successfully closed-out on time and within budget.

For forty years, our Team has been dedicated to the mission of **Building Vibrant and Sustainable Communities**. Our performance and longevity are examples of our ability to deliver the needs of our clients and achieve our mission. Additionally, our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high-level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the Region for decades. Strategically located in Houston, Texas, our Team will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our proposed costs of services as, detailed in Section V & VI of the included Administrative Services contract (See Proposed Cost of Services tab), for a period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We look forward to working on this much needed project!

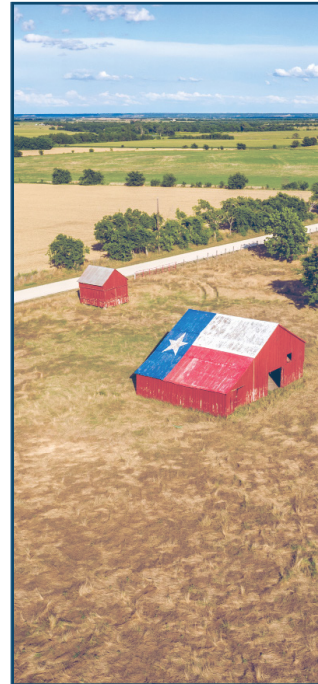
Respectfully,



Patrick K. Wiltshire  
President and CEO

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# INTRODUCTION

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*"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."*

**- Chambers County**

## ABOUT US

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to Build Vibrant and Sustainable Communities. Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

## THE PUBLIC MANAGEMENT, INC. TEAM



**PATRICK K. WILTSHIRE**  
President



**KOBE HERNANDEZ**  
Project Manager



**MICHAEL MIGAUD**  
Chief Operation Officer



**ARON MILLER**  
Project Manager

Public Management, Inc. will commit the Team consisting of Patrick K. Wiltshire, Kobe Hernandez, Michael Migaud, and Aron Miller. Each member of the Team is located and works in the Houston, Texas, office and will be readily accessible for the City's projects. As a group, this Team has secured and delivered impactful community development projects for various cities and counties within the region.

Public Management, Inc. is uniquely positioned to deliver superior Grant Administration Services for the City for the following reasons: 1) Location - Houston, Texas - easily accessible to City offices; 2) Experience securing and managing TDA TxCDBG contracts - over \$150 million managed by the company; 3) Project and Location Familiarity - Public Management, Inc. has worked in the region for decades and understands the needs of the communities within the area.

## PROPOSAL STRUCTURE

This proposal is organized in a way that should be clear and concise to the reviewers. The Approach & Methodology section details our specific project approach and methodology for this Proposal, as well as provides a description of the services that will be conducted. The Proposed Cost of Services section will detail Public Management, Inc.'s fee structure and hourly rate. The Team section is included to help you get to know our staff. The Experience section will provide the overall impact that Public Management, Inc. has had on its clients. Within the references section the reviewer will find client details and contact information. The Required Forms section includes all pertinent documents to this proposal and the Additional Information section provides the total experience of the company.



## PERFORMANCE IN PERSPECTIVE

*Public Management, Inc. is currently managing over 200 contracts totaling more than \$400 million across the State of Texas. Our Houston, Texas office leads all Community Development and Planning efforts for the company. Our strategic location in Southeast, Texas, allows for swift deployment of personnel to assist with all aspects of program implementation. The detail below covers Public Management, Inc.'s performance as well as highlights the services that are currently being provided.*



### APPLICATION PREPARATION

Our Team has developed and submitted 500 CD Fund applications since 2007. These applications aimed to benefit more than 1 million people across 250 jurisdictions.



### CONTRACT AWARDS

Of the 500 applications submitted over this time span, nearly 80% were awarded a contract from TDA. Our award ratio far exceeds the average within the State of Texas. This further proves the ability of our Team to understand these programs and deliver the needs of our clients.



### CONTRACT INITIATION

All previously awarded contracts have been initiated with Kick-off meetings held. Our Team has submitted all preliminary administrative start-up documents and the engineers are fully contracted and actively working through the project design.



### ENVIRONMENTAL REVIEW

All environmental services are being performed in-house with Public Management, Inc. staff. All active TxCDBG contracts are currently working through the environmental process and some have already received environmental clearance and are pending construction procurement.



### FINANCIAL MANAGEMENT

Due to our experience with TDA TxCDBG programs, as well as our familiarity with their System Management (TDA-GO), we have requested and received millions of dollars to cover project costs (administration, engineering, environmental, and construction). We are able to effectively track the invoices and document the payments for the TDA to reimburse our clients.



### PROGRAM COMPLIANCE

All Active TxCDBG contracts are in compliance with TDA program requirements. Contract timelines remain unphased and we anticipate having many contracts under construction or contracts closed in the next 9 months.

# INTRODUCTION



## DECADES OF EXPERIENCE

*Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from \$10,000 to \$100 million, our people are equipped with the right tools and knowledge to ensure the successful implementation of federally funded projects.*



### COMMUNITY DEVELOPMENT

Nearly two-thirds of all contracts secured and managed by Public Management, Inc. are for community development initiatives. Our company has been part of the Community Development Block Grant (CDBG) program since 1982. Over that time we have secured over \$140 million for our clients ranging from water and sewer improvements, to streets and drainage activities, as well as first time service assistance.



### SUCCESSFUL IMPLEMENTATION

The Public Management, Inc. Team has successfully secured and managed Community Development Block Grant (CDBG) programs for over four decades. All projects administered by our company have been closed on time, within budget, and with no financial penalties. Our experience with CDBG, and our familiarity with the Program administered by the Texas Department of Agriculture (TDA), make us well equipped to serve the County.



## PERFORMANCE IN PERSPECTIVE

*Public Management, Inc. is currently managing over 200 contracts totaling more than \$400 million across the State of Texas. Our Granbury, Texas office leads all Community Development and Planning efforts for the company. Our proximity to Central, North, and West Texas allows for swift deployment of personnel to assist with all aspects of program implementation. The detail below covers Public Management, Inc.'s performance as well as highlights the services that are currently being provided.*



### APPLICATION PREPARATION

Our Team has developed and submitted 500 CD Fund applications since 2007. These applications aimed to benefit more than 1 million people across 250 jurisdictions.



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# APPROACH & METHODOLOGY

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*“The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations.”*

**- City of Baytown**

# WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

*In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.*

## METHODOLOGY

The Team will immediately begin conducting application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These meetings will set the stage for comprehensive understanding of the program and allow the City to secure funding in a timely manner.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review process and report the status back to the City. If an application is scheduled for award, the Team will notify the City of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the funding agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability and efficiency for the City.



### APPLICATION PREPARATION

Securing funding is critical to community development. Our Team has a proven process to identify project needs and develop award winning applications.



### CONTRACT MANAGEMENT

The Team will ensure the contract remains in full compliance with all applicable state and federal regulations as well as meet the timeline & budget requirements.



### PROJECT MANAGEMENT

Our Team has decades of experience building vibrant and sustainable communities. We have secured over \$1 Billion in project initiatives since 1982.





# PRE-FUNDING SERVICES

*Let's start at the beginning, when your project is little more than a "What if?" Working together, we will help you define what's important and look ahead to what's next.*

## Application Preparation

The Team will prepare the application as directed by the Client to apply for the available funding adherent to the state and federal agencies' guidelines. The Team will coordinate all activities and work with other service providers on the preparation of the application.

### 1. SCHEDULE DEVELOPMENT

Evaluate funding requirements and develop an application timeline. Focus will be given to major development milestones with required deliverables.

### 2. PROGRAM REVIEW

Present program details and application requirements. Cover submission requirements and critical document development.

### 3. MEETING COORDINATION

Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure application and schedule compliance.

### 4. CITIZEN PARTICIPATION

Coordinate public meetings and outreach efforts that are defined in local Citizen Participation Plan. In some cases, this may include the development of appropriate citizen participation plans.

### 5. PROJECT DEVELOPMENT

Work with the engineer and staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

### 6. BENEFICIARY REVIEW

Assess project impact area to determine appropriate beneficiary methodology. Review census data to determine applicability and advise on the necessity of project area income survey.

### 7. PRELIMINARY ENVIRONMENTAL REVIEW

Conduct environmental impact analysis to determine project effects in flood prone regions, wetlands, as well as endangered species.

### 8. MAPPING

Generate high quality maps which depict the project and benefit area. Maps will be used to detail project location as well as environmental impact.

### 9. APPLICATION COMPLETION & SUBMISSION

Compile finalized application material, including approved budget and project impact detail, and prepare for submission. Complete electronic records will be maintained for reference.



# POST-FUNDING SERVICES

*A little help and guidance can go a long way on the road to sustainability. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.*

## 1. ADMINISTRATIVE DUTIES

The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meetings to determine goals/objectives, reporting and project progress dissemination, as well as overall contract maintenance. The development of clear communication between the City and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

## 2. RECORD KEEPING

The Team will assist with developing and maintaining all records generated by the program. This includes all records required by the funding agency (i.e. program management records) in both physical and digital formats.

## 3. FINANCIAL MANAGEMENT

The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will develop and submit payment requests in line with contract milestones, as well as monitor the City's financial system.

## 4. CONSTRUCTION MANAGEMENT

The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents and the application. This includes on-site visitations, document control and scope realignment, and project meetings.

## 5. REAL PROPERTY ACQUISITION (AS APPLICABLE):

The Team will assist with preliminary acquisition assessments as well as the development and/or coordination of acquisition of real property. This includes following appropriate federal regulations and detailed by the Uniform Act (i.e. administrative coordination of parcel selection, value determination, outreach/correspondence, offer/settlement).

## 6. ENVIRONMENTAL SERVICES

The Team will prepare all documents and correspondence for the environmental review and maintain close coordination with local officials, project engineers and other members of the project team to ensure the appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable. On-site visits and appropriate consultation will be conducted to ensure environmental clearance.

## 7. CIVIL RIGHTS REQUIREMENTS

The Team will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the City and its contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

**8. PROCUREMENT/BIDDING/CONTRACTING:**

The Team will advise on the implementation of appropriate procurement procedures to obtain professional and construction services necessary to complete the project(s). This includes ensuring compliance with Local Government Code Chapter 252 as well as 2 CFR 200.320.

**9. LABOR STANDARDS MONITORING:**

The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The program will be structured so that all procurement procedures and contracts will meet equal opportunity requirements. This includes compliance with the Davis-Bacon Act, Fair Labor Standards Act, Contract Work Hours & Safety Standards Act, as well as other prevailing labor requirements.

**10. FORCE ACCOUNT (AS APPLICABLE):**

The Team will assist the City in preparing force account documentation for the project and will consolidate this information for suitable presentation to the funding agency. Record development, review and maintenance will be coordinated to ensure project milestones are tracked and costs are reimbursed.

**11. CONTRACT CLOSE-OUT ASSISTANCE:**

The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the District in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

## PROJECT APPROACH

The Team will utilize local staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The City will have access to the Team and our methodology ensures that the City will be informed throughout the course of the project.

Our holistic approach to community development and project management provides the City with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure the proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

The following pages detail a typical project timeline from procurement and application development through contract award and closeout. Although project complexities, as well as other extenuating circumstances, may alter the schedule it is presented here for reference and an understanding of the overall process.

PROJECT TIMELINE																														
ACTIVITY	DURATION IN MONTHS																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Procurement	■	■																												
Application Development			■	■	■	■																								
Contract Award							■	■																						
Preliminary Administration							■	■	■	■	■																			
Environmental & Design							■	■	■	■	■	■	■	■	■															
Project Bid															■	■														
Start of Construction																	■	■												
50% Complete																		■	■	■	■	■	■							
100% Complete																							■	■	■	■	■	■	■	■
Closeout																													■	■

**PROCUREMENT**

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2 MONTHS

**APPLICATION DEVELOPMENT**

- Eng. Project Justification
- High Quality Maps
- Service Area/Benefit Map
- Alternate Project List
- CIP Plan
- Beneficiary Verification
- Public Hearing
- Application Development
- Resolution
- Final Notice
- Application Submission

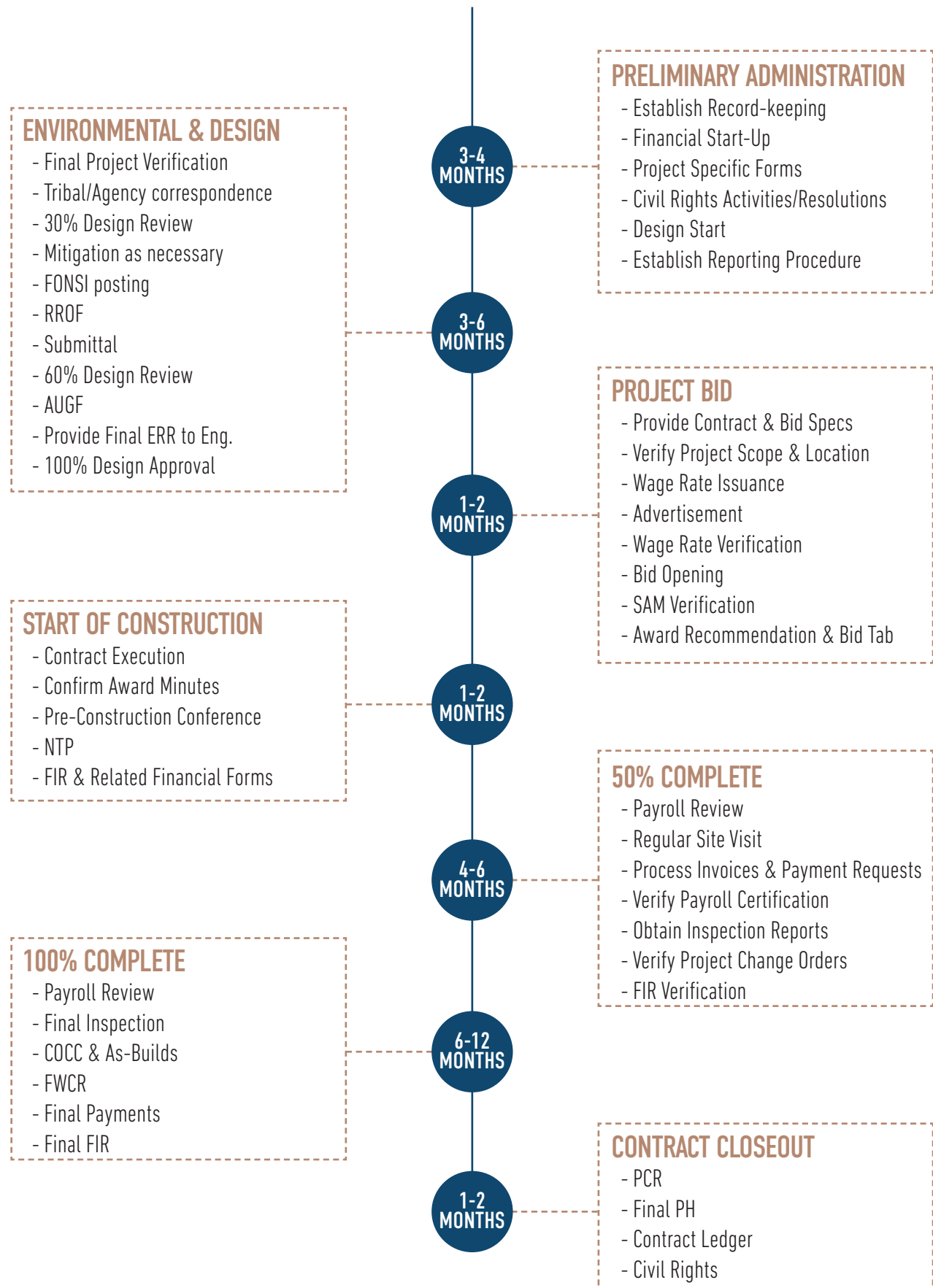
3-4 MONTHS

Application Submission (6-12 Month Delay)

**CONTRACT AWARD**

- Contract Execution
- Award Call/Kickoff Meeting
- On-Site Visit
- ERR Start-Up
- PS & Budget Review
- Update Maps as Necessary
- Confirm Alternate as Necessary

1-2 MONTHS



# PROPOSED COST OF SERVICE

*"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."*

**- City of El Campo**

Planning • Financing • Management

October 7, 2024

Kayleen Rosser  
City Secretary  
City of Iowa Colony  
3144 Meridiana Pkwy  
Iowa Colony, TX 77583

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Ms. Rosser:

Public Management, Inc.'s proposed fee for Administrative Services is based on the assumption the City requests the new maximum available award amount of \$750,000.00 from the Texas Department of Agriculture (TDA) for the Community Development Fund. **Our proposed fee to assist with all aspects of grant management is \$58,725.00 or 7.83% of the grant request amount, whichever is lower.**

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following pages (sample contract), our fee schedule and hourly rates are in-line with other established schedules by similar federal programs (FEMA, CDBG, etc.). Of this fee, our level of profit for is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements; financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,



Patrick K. Wiltshire  
President

This contract (“Contract”) is made and entered effective \_\_\_\_\_, 2024 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas (“Consultant”) and the **CITY OF IOWA COLONY**, (“Client”) for the purpose of retaining Consultant to render **Application Preparation** and **Administration Services** to the Client for Texas Community Development Block Grant Program (TxCDBG) – Community Development Fund (CD Fund), administered by the Texas Department of Agriculture (TDA).

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

**I.**

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

**Application Preparation:** The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

**GENERAL ADMINISTRATION SERVICES**

**Administrative Duties:** The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project’s successful completion with all other professionals and organizations associated with this project.



**Recordkeeping:** The Team will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

**Financial Management:** The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

**Construction Management:** The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

### CONTRACT ADMINISTRATION SERVICES

**Administrative Duties:** The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

**Real Property Acquisition (as applicable):** The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

**Environmental Services:** The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

**Civil Rights Requirements:** The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

**Procurement/Bidding/Contracting:** Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

**Labor Standards Monitoring:** The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

**Force Account (as applicable):** The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

**Contract Close-out Assistance:** The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**II.**

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

**III.**

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

**IV.**

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

**V.**

For work associated to the **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee of 7.83% of the grant request amount not to exceed **Fifty-Eight Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$58,725.00)** for **Administrative Services**.

*The proposed fee is based on the submission and award of an application that requests the maximum grant funds allowable (\$750,000.00). Final administration fee will be the lesser of 7.83% of the request amount or \$58,725.*

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

**XI.**

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

**XII.**

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

**XIII.**

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

**XIV.**

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

**XV.**

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

**XVI.**

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**XVII.**

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

**XVIII.**

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties

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to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**XIX.**

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

**XX.**

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.

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PATRICK K. WILTSHIRE  
President/CEO

***Client***

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Chief Elected Official

ATTEST:

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**Attachment I  
Work Authorization**

For work associated to City of Iowa Colony Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

**Fifty-Eight Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$58,725.00)**

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<b><u>ADMINISTRATIVE SERVICES</u></b>		
Preliminary Administrative Requirements	<b>25%</b>	<b>\$14,681.25</b>
Environmental Review	<b>25%</b>	<b>\$14,681.25</b>
Start of Construction	<b>20%</b>	<b>\$11,745.00</b>
Construction Completion	<b>20%</b>	<b>\$11,745.00</b>
Closeout Documents	<b>10%</b>	<b>\$5,872.50</b>
<b>TOTAL FEE</b>		<b>\$58,725.00</b>

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

\_\_\_\_\_  
 PATRICK K. WILTSHIRE  
 President/CEO

\_\_\_\_\_  
 Chief Elected Official

ATTEST:  
  
 \_\_\_\_\_

**Attachment II  
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.  
2024 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

*Hourly rates for personnel not listed will be billed at direct payroll cost*

**REIMBURSABLE EXPENSES**

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2024. In January, 2025, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

**ATTACHMENT III**  
**TERMS AND CONDITIONS**

I.

**Equal Employment Opportunity**

During the performance of this Contract, Consultant agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

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All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.  
(Applicable to contracts in excess of \$150,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

# THE TEAM

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*“The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future.”*

**- City of Beaumont**

# PATRICK K. WILTSHIRE

## PRESIDENT



### EXPERIENCE

JAN. 2015 - PRESENT  
Public Management, Inc.

#### PRESIDENT

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.



Implemented unique Project Management Software to improve overall management and project efficiencies.



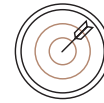
Managed or directed over \$500 million project initiatives

JAN. 2014 - DEC. 2014  
Public Management, Inc.

#### CHIEF OPERATIONS OFFICER

DEC. 2009 - DEC. 2013  
Public Management, Inc.

#### PROJECT MANAGER



Coordinated programmatic Improvements to various CDBG programs (TDA, GLO)

### EDUCATION

AUG. 2007 - DEC. 2009  
Texas A&M University  
Corpus Christi, Texas

#### M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

AUG. 2001 - MAY 2006  
Missouri Valley College  
Marshall, Missouri

#### B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

### CONTACT



**PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 360  
Houston, TX 77032



**EMAIL**  
pwiltshire@publicmgt.com

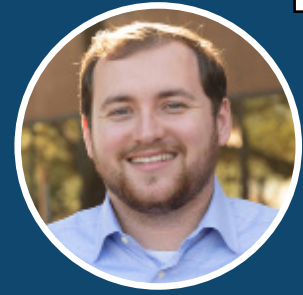


**PHONE**  
281-592-0439 x28



# MICHAEL MIGAUD

CHIEF OPERATIONS OFFICER



## EXPERIENCE

2024 - PRESENT  
Public Management, Inc.

### CHIEF OPERATIONS OFFICER

Supervise corporate operational activities including but not limited to personnel and staff development, project management and reporting, and service deployment. Work closely with the CEO to develop successful execution of business strategy by establishing short and long term strategic goals, performance goals, resource allocation, and overall business objectives. Mentor and develop staff using a supportive and collaborative approach - assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.



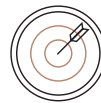
Secured over \$100 million in disaster recovery/ mitigation and community development contracts in various regions.



Leads Project Management efficiencies and data analysis for contract compliance and overall program implementation.

2020 - 2023  
Public Management, Inc.

### PROJECT MANAGER



Envision Sustainability Professional (ENV SP) Certified

2019 - 2020  
The Texas Lyceum

### HOUSING POLICY FELLOW

## EDUCATION

AUG. 2018 - MAY 2020  
Texas A&M University  
College Station, Texas

### MASTER OF PUBLIC ADMINISTRATION

Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018  
Texas A&M University  
College Station, Texas

### B.S. POLITICAL SCIENCE B.A. PHILOSOPHY

## CONTACT



**PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 360  
Houston, TX 77032



**EMAIL**  
mmigaud@publicmgt.com



**PHONE**  
281-592-0439 x34



# ARON MILLER

## PROJECT MANAGER



### EXPERIENCE

MARCH 2020 - PRESENT  
Public Management, Inc.

#### PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Currently manages over \$25 millions in community development and disaster recovery projects.

AUG. 2019 - APRIL 2020  
James D. Jones, Attorney

#### LEGAL ADMINISTRATIVE ASSISTANT



Assists with environmental reviews and conducts field visits

MAY 2016 - AUG. 2018  
James D. Jones, Attorney

#### LEGAL INTERN I, II, & III



Certified Project Manager

### EDUCATION

AUG. 2014 - AUG. 2019  
Texas Tech University  
Lubbock, Texas

#### B.A. SOCIOLOGY

### CONTACT



**PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 360  
Houston, TX 77032



**EMAIL**  
amiller@publicmgt.com



**PHONE**  
281-592-0439 x23

# KOBE HERNANDEZ

## PROJECT MANAGER



### EXPERIENCE

MAY. 2023 - PRESENT  
Public Management, Inc.

#### PROJECT MANAGER

Responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Managaes project in South-east Texas.

SEPT. 2022 - MAY. 2023  
Public Management, Inc.

#### ASSISTANT PROJECT MANAGER



Collects data, organizes, and maintains project files

MAY 2018 - SEPT. 2022  
Unique Logistics

#### ASSISTANT LOGISTICS MANAGER



Conduct field work and project site visits to very compliance.

### EDUCATION

Aug. 2017 - MAY 2021  
University of Texas at  
San Antonio  
San Antonio, Texas

**B.B.A. BUSINESS ADMINISTRATION & MANAGEMENT**  
Areas of Concentration: Business Management

### CONTACT

 **PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 360  
Houston, TX 77032

 **EMAIL**  
khernandez@publicmgt.com

 **PHONE**  
281.592.0439 x29

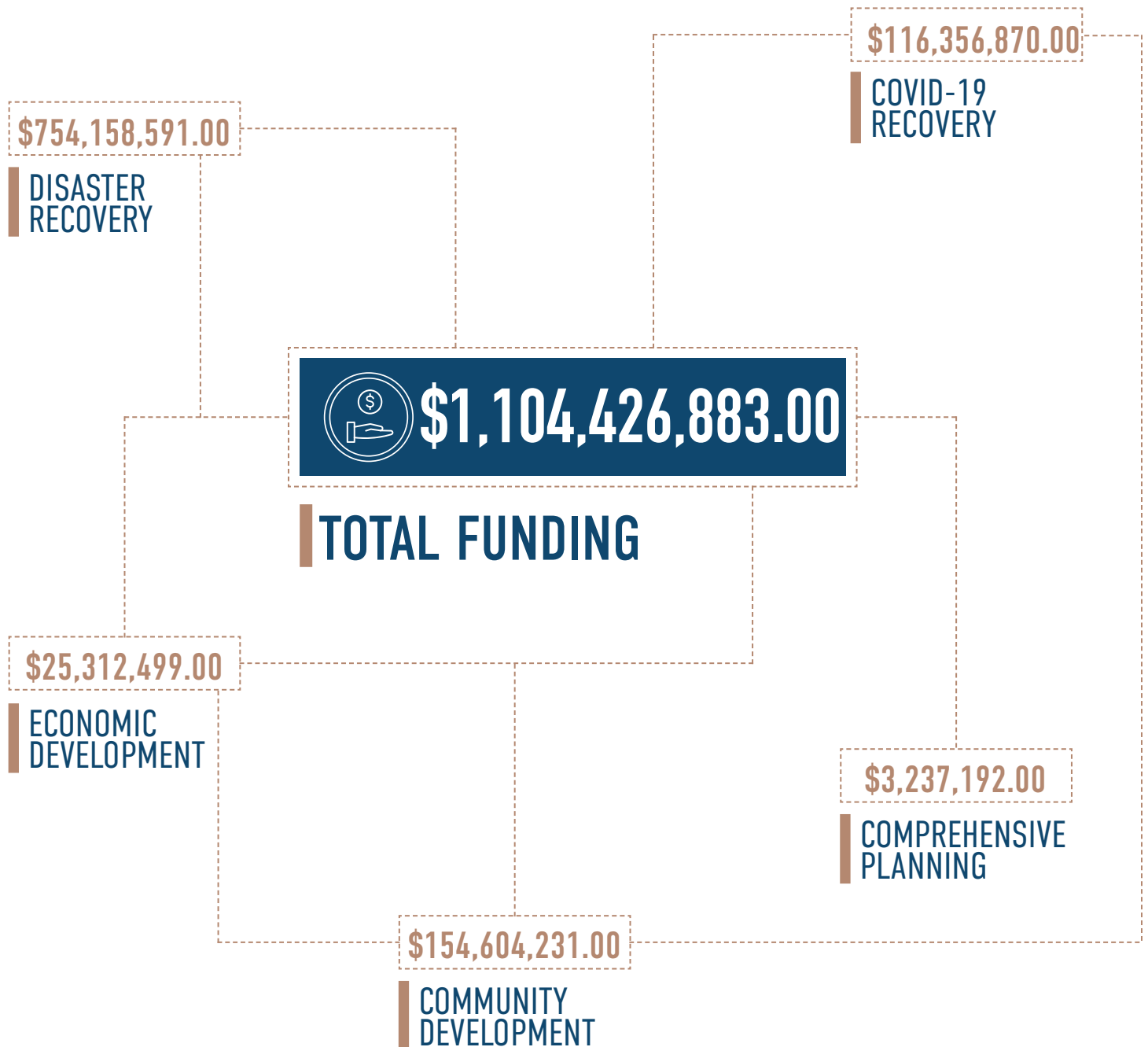
# EXPERIENCE

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*"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."*

**- City of Hico**

# EXPERIENCE SUMMARY



1982

PERFORMANCE PERIOD

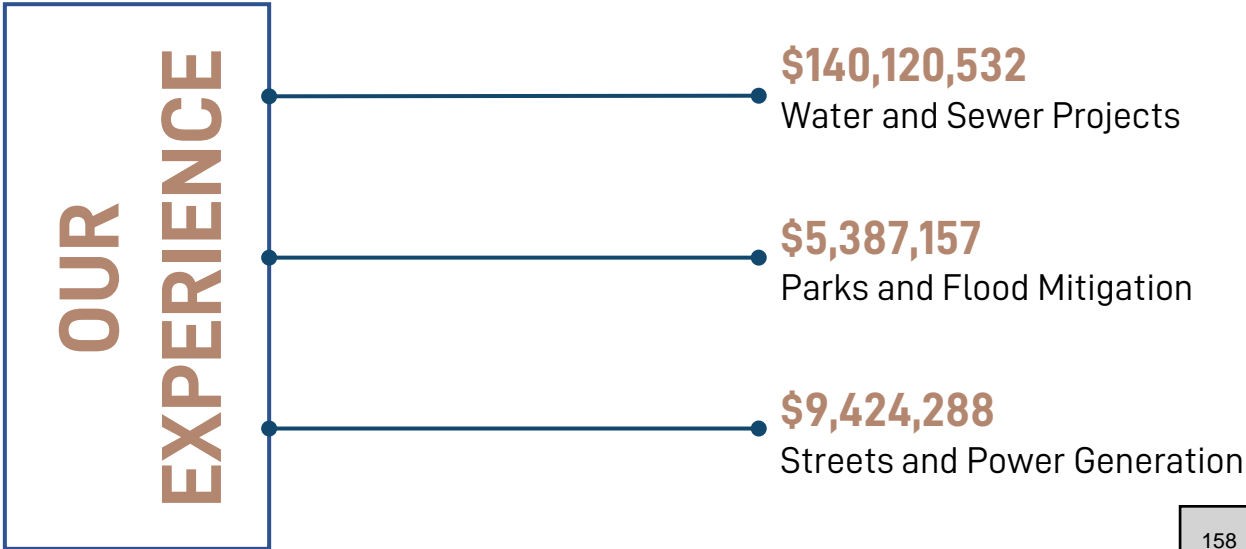
PRESENT

# EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$154,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.

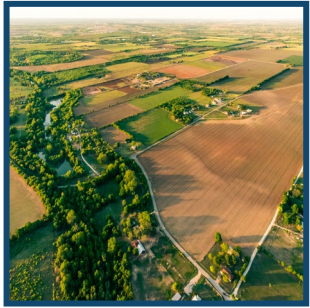


WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



# EXPERIENCE WITH COMPREHENSIVE PLANNING

Public Management, Inc. has completed over \$3,000,000 in federally funded comprehensive planning and capacity building grants since 1982. Our planning experience covers land use planning, zoning, and drainage, general community mapping and much more.

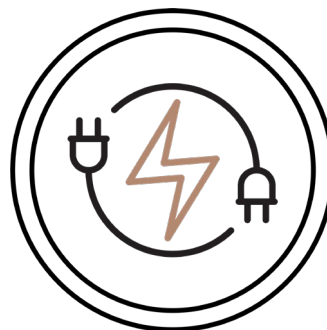
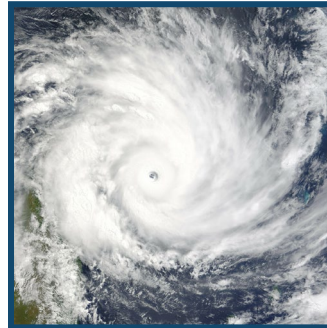


WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

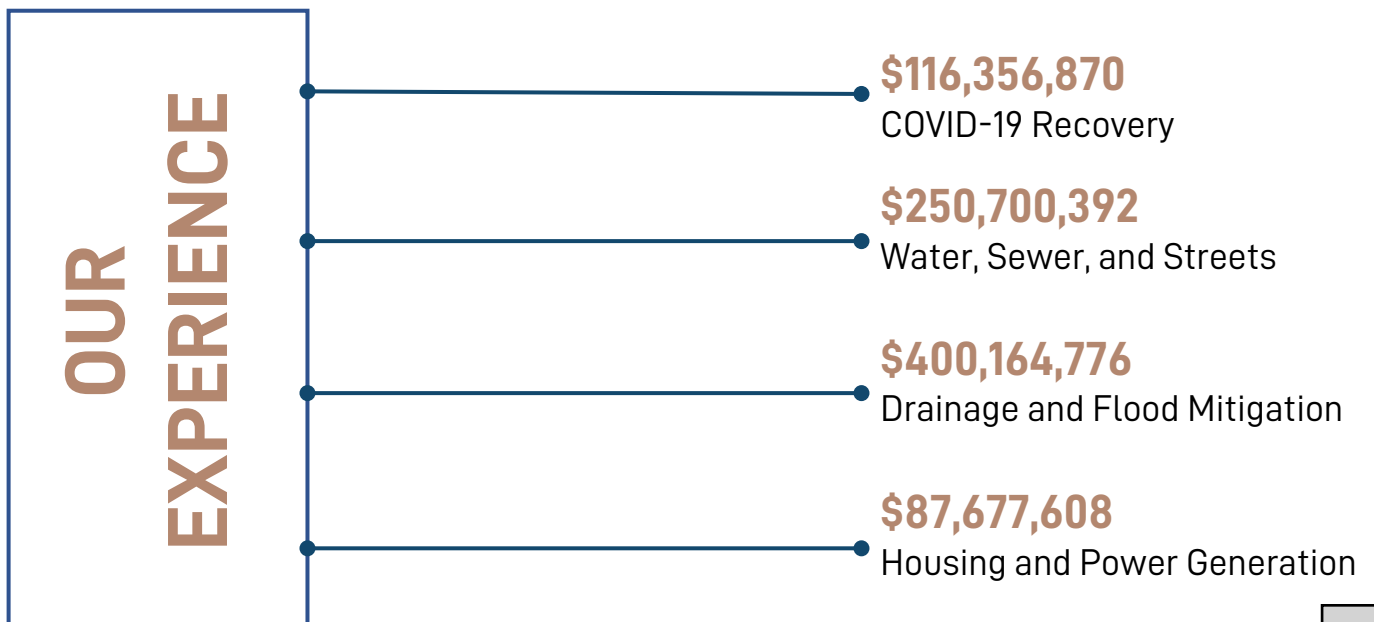


# EXPERIENCE WITH DISASTER RECOVERY

Public Management, Inc. has managed over \$850,000,000 in federally funded disaster recovery grants since 1982. These projects have included improving public infrastructure, managing housing programs, and mitigating future storms or public health disasters.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION





# REFERENCES

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*"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city."*

**- City of Grandview**

## REFERENCES

**City of Anahuac****Julie Harvill**

City Secretary  
 (409) 267-6681  
[j.harvill@anahuac.us](mailto:j.harvill@anahuac.us)

**City of Archer City****Kim Whitsitt**

City Secretary  
 (940) 574-4570  
[kwhitsitt@cityofactx.org](mailto:kwhitsitt@cityofactx.org)

**City of Bowie****Bert Cunningham**

City Manager  
 (940) 872-1114  
[citymanager@cityofbowietx.com](mailto:citymanager@cityofbowietx.com)

**City of Brenham****Dane Rau**

Public Works Director  
 (979) 337-7407  
[drau@cityofbrenham.org](mailto:drau@cityofbrenham.org)

**City of Brownwood****Marshal McIntosh**

Deputy City Manager  
 (325) 646-5775  
[mmcintosh@brownwoodtexas.gov](mailto:mmcintosh@brownwoodtexas.gov)

**Burleson County****Raileen Murray**

Grants Administrator  
 (979) 567-2300  
[rmurray@burlesoncounty.org](mailto:rmurray@burlesoncounty.org)

**City of Caddo Mills****Matt McMahan**

City Manager  
 (903) 527-3116  
[mattmcmahan11@outlook.com](mailto:mattmcmahan11@outlook.com)

**Chambers County****Jimmy Silvia**

County Judge  
 (409) 267-2440  
[jsylvia@chamberstx.gov](mailto:jsylvia@chamberstx.gov)

**City of China****Dawn Davenport**

City Secretary  
 (409) 752-5403  
[citysecretary@chinatexas.net](mailto:citysecretary@chinatexas.net)

**City of Dickinson****Chaise Cary**

Assistant City Manager  
 (281) 337-62286  
[ccary@ci.dickinson.tx.us](mailto:ccary@ci.dickinson.tx.us)

**City of El Campo****Courtney Sladek**

City Manager  
 (979) 541-5000  
[csladek@cityofelcampo.org](mailto:csladek@cityofelcampo.org)

**City of Garrett****Don Lewis**

Public Works Director  
 (972) 875-7831  
[publicworks@cityofgarrett.com](mailto:publicworks@cityofgarrett.com)

## REFERENCES

**City of Granbury****Chris Coffman**

City Manager  
 (817) 573-1114  
[citymgr@granbury.org](mailto:citymgr@granbury.org)

**City of Liberty****Tom Warner**

City Manager  
 (936) 336-3684  
[twarner@cityofliberty.org](mailto:twarner@cityofliberty.org)

**Hardin County****Wayne McDaniel**

County Judge  
 (409) 246-5120  
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**City of Mabank****Bryant Morris**

City Administrator  
 (903) 887-3241  
[bryant@cityofmabank.org](mailto:bryant@cityofmabank.org)

**City of Hico****Kari Drueckhammer**

City Secretary  
 (254) 796-4620  
[citysecretary@hico-tx.com](mailto:citysecretary@hico-tx.com)

**City of Malakoff****Tim Whitley**

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 (903) 486-0699  
[twhitley@cityofmalakoff.net](mailto:twhitley@cityofmalakoff.net)

**City of Italy****Amber Cunningham**

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 (972) 483-7329  
[acunningham@italycityhall.org](mailto:acunningham@italycityhall.org)

**City of Mason****Pattie Allen**

City Secretary  
 (325) 347-6449  
[pattie.allen@cityofmason.us](mailto:pattie.allen@cityofmason.us)

**City of Keene****Don Martin**

Assistant City Manager  
 (817) 641-3336  
[dmartin@keenetx.com](mailto:dmartin@keenetx.com)

**City of Ovilla****David Henley**

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 (972) 617-7262  
[dhenley@cityofovilla.org](mailto:dhenley@cityofovilla.org)

**City of Kerens****Katherine Combs**

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 (903) 396-2971  
[admin@ci.kerens.tx.us](mailto:admin@ci.kerens.tx.us)

**City of Palmer****Alicia Baran**

City Administrator  
 (972) 449-3160  
[abaran@ci.palmer.tx.us](mailto:abaran@ci.palmer.tx.us)

## REFERENCES

**City of Richwood****Eric Foerster**

City Manager  
 (979) 265-2082  
[efoerster@richwoodtx.gov](mailto:efoerster@richwoodtx.gov)

**City of Roby****Jack Brown**

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 (325) 776-2271  
[jackbrown@yahoo.com](mailto:jackbrown@yahoo.com)

**City of San Saba****Sabrina Maultsby**

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 (325) 372-5144  
[sansaba@centex.net](mailto:sansaba@centex.net)

**City of Seminole****Mary Furlow**

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 (432) 758-3676  
[mfurlow@cityofseminoletx.org](mailto:mfurlow@cityofseminoletx.org)

**City of Springtown****Christina Derr**

City Secretary  
 (817) 220-4834  
[cderr@cityofspringtown.com](mailto:cderr@cityofspringtown.com)

**City of Stamford****James Decker**

Mayor  
 (325) 773-2591  
[stamfordstreets@gmail.com](mailto:stamfordstreets@gmail.com)

**City of Strawn****Danny Miller**

City Secretary  
 (254) 672-5311  
[city@strawntx.com](mailto:city@strawntx.com)

**City of Stephenville****Nick Williams**

Director of Public Works  
 (254) 918-1223  
[nwilliams@stephenvilletx.gov](mailto:nwilliams@stephenvilletx.gov)

**City of Terrell****Mike Sims**

City Manager  
 (972) 551-6600  
[mikesims@cityofterrell.org](mailto:mikesims@cityofterrell.org)

**City of Whitewright****Nancy Reynolds**

City Secretary  
 (903) 364-2219  
[secretar@whitewright.com](mailto:secretar@whitewright.com)

**City of Willis****Marissa Quintanilla**

City Secretary  
 (936) 856-4611  
[mquintanilla@ci.willis.tx.us](mailto:mquintanilla@ci.willis.tx.us)

**City of Winters****Sheila Lincoln**

City Secretary  
 (325) 754-4424  
[citywin@wtxs.net](mailto:citywin@wtxs.net)

# REQUIRED FORMS

---

*"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."*

**- Patrick Wiltshire, President & CEO**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

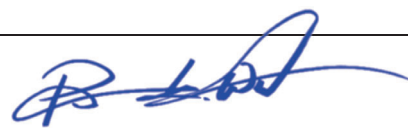
**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

09/24/2024

\_\_\_\_\_  
Date

## ATTACHMENT I CERTIFICATION REGARDING LOBBYING

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <u>Public Management, Inc.</u> Prime _____ Subawardee _____ Tier If Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> <u>United States Department of Housing and Urban Development (HUD)</u>	<b>7. Federal Program Name/Description:</b> <u>CDBG</u> CFDA Number, <i>if applicable</i>	
<b>8. Federal Action Number, if known:</b>  <u>N/A</u>	<b>9. Award Amount, if known:</b>  \$ <u>TDB</u>	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  <u>N/A</u>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b>  (last name, first name, MI):	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</b>	Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>09/24/2024</u>	
<b>Federal Use Only</b>	Authorized for Local Standard Form – LLL (Rev. 7-97) <b>Reproduction</b>	

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

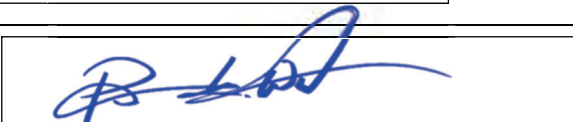
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> Public Management	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Patrick"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Wiltshire"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="President and CEO"/>	
* SIGNATURE: 	* DATE: <input type="text" value="09/24/2024"/>



Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO  
Printed Name and Title of Contractor's Authorized Official

09/24/2024

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 17.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1218757

Date Filed:  
09/24/2024

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Public Management, Inc.  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Iowa Colony

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2025-26 TxCDBG  
Administration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McAdams, Jake	Houston, TX United States	X	
	Coignet, Kenneth	Houston, TX United States	X	
	Houston, Nicholas	Houston, TX United States	X	
	Wiltshire, Patrick	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Patrick K Wiltshire, and my date of birth is 7/22/1982.

My address is 15355 Vantage Pkwy W., Ste 360, Houston, TX, 77032.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 24th day of September, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (11/11) Item 17.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Soules Insurance Agency, LLC 400 W. Davis St., Suite 300 Conroe TX 77301	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 936-756-0671 E-MAIL ADDRESS: soules@soulesinsurance.com FAX (A/C. No): 936-756-6877														
License#: 1814359 PUBLMAN-01	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Admiral Insurance Co.</td> <td>24856</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Twin City Fire Insurance Company	29459	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Admiral Insurance Co.	24856	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
<b>INSURED</b> Public Management Inc. 15355 Vantage Pkwy W Ste 360 Houston TX 77032															

**COVERAGES CERTIFICATE NUMBER: 15104294 REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61SBABC6778	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0002019787	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			E000003595408	12/13/2023	12/13/2024	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000

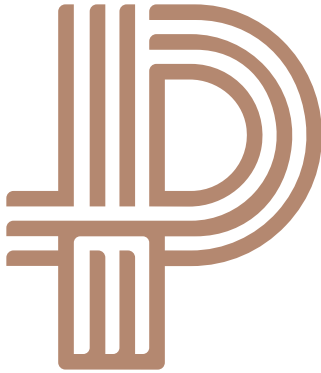
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability, Automobile Liability & Professional Liability policies include a blanket automatic additional insured endorsement (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement (attached) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.  
See Attached...

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glen Rose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County,

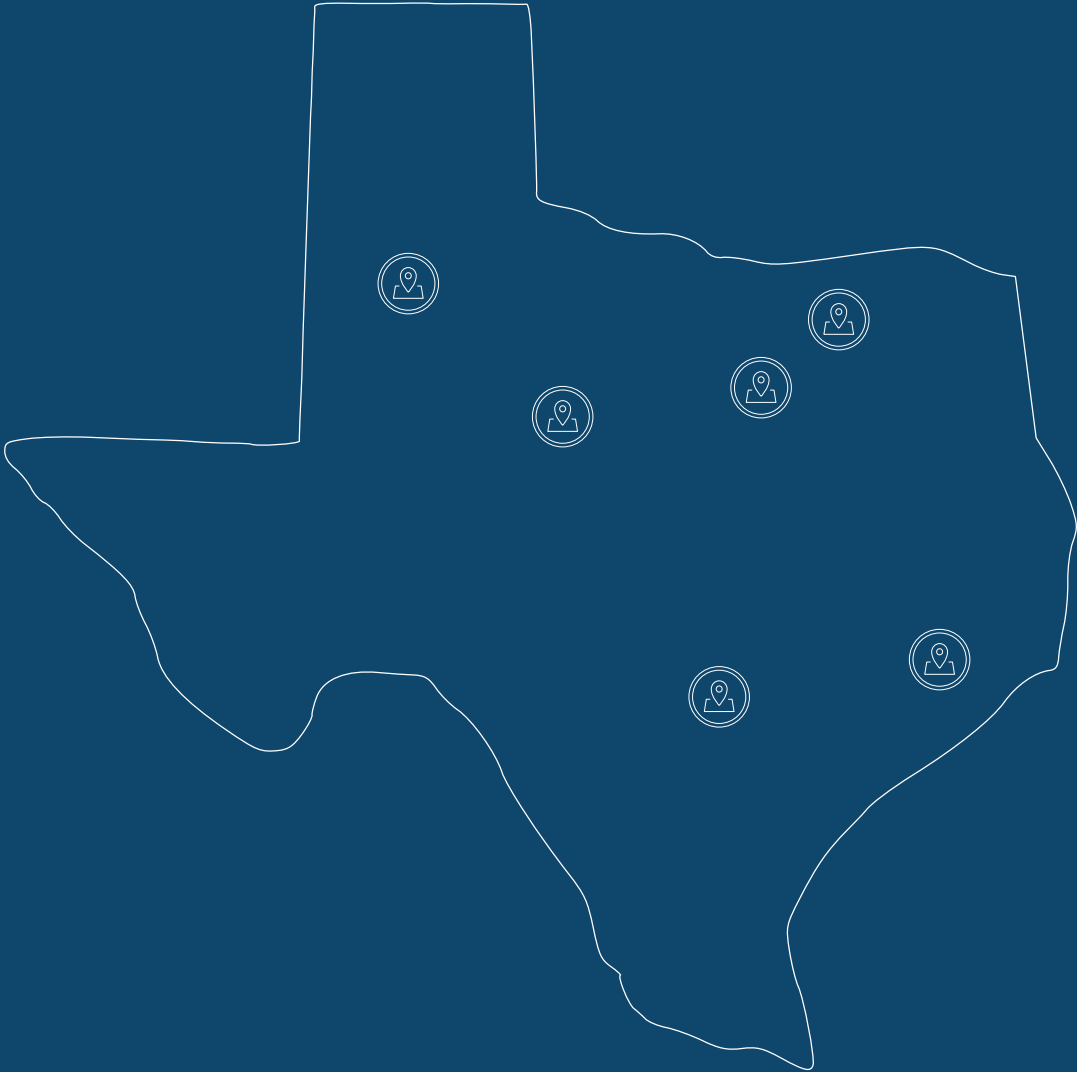
Hempstead, Hico, Higgins, Italy, Jonestown, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa,



Holliday, Howardwick, Howe, Village, Jones County, Joshua, Kermit, Knollwood, Knox City, Lamesa, Lawn, Liberty, Liberty Loving, Mabank, Magnolia, Maypearl, McCamey, McCulloch Melvin, Mingus, Montgomery,

Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala

# WWW.PUBLICMGT.COM



### HOUSTON

15355 Vantage Pkwy. West, Ste. 360  
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281-592-0439  
pwiltshire@publicmgt.com

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281-592-0439  
jmcadams@publicmgt.com

### MCKINNEY

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281-592-0439  
lhoward@publicmgt.com

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San Antonio, TX 78245  
281-592-0439  
kcoignet@publicmgt.com

### ABILENE

P.O. Box 505  
Abilene, TX 79601  
281-592-0439  
mverette@publimgt.com

**CITY OF IOWA COLONY, TEXAS****REQUEST FOR SEALED PROPOSALS FOR  
TxCDBG COMMUNITY DEVELOPMENT FUND GRANT  
ADMINISTRATIVE SERVICES****RFP ISSUED: September 22, 2024****RFP SUBMITTALS DUE:  
Monday, October 7, 2024 (2:00  
PM)****Request for Proposals for *Administrative Services*  
*Community Development Fund Grant*  
City of Iowa Colony, Texas**

The City of Iowa Colony is seeking to enter a services contract with a competent administration/management firm/professional service provider to assist the City in preparing an application for and in the overall management of a 2025-2026 Community Development Fund grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) for an eligible infrastructure improvement project.

A sealed copy of the bid proposal may be submitted by courier, hand-delivery, or mail to the Office of the City Secretary, 3144 Meridiana Pkwy; Iowa Colony, TX 77583. Mark envelope in the lower left corner "**RFP – TxCDBG Community Development Fund Grant Administrative Services,**" so the proposals will not be opened until the appointed hour. Proposals submitted must be received before proposal closing on **Monday, October 7, 2024 at 2:00 p.m.**

- **One (1) electronic and one (1) original hard copy are required.**
- Faxed or e-mailed proposals will not be accepted.
- It is the sole responsibility of the proposer to ensure delivery is received by the deadline.
- **Late proposals will not be accepted or considered.**

## Request for Proposals for Administrative Services

The City of Iowa Colony is seeking to enter a services contract with a competent administration/management firm/professional service provider to assist the City in preparing an application for and in the overall management of a 2025-2026 Community Development Fund grant from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) for an eligible infrastructure improvement project. The following outlines the request for proposals.

- I. **Scope of Work** - The professional administration/management firm/consultant to be hired is to provide application and contract-related management services to the City, including but not limited to the following areas:
  - a. Application preparation
  - b. Project Management
  - c. Financial Management
  - d. Environmental Review
  - e. Real Property Acquisition/ URA
  - f. Construction Management
  - g. Fair Housing/Equal Opportunity
  - h. Housing rehabilitation/affordable housing (if applicable)
  - i. Audit/Contract Close-out Assistance

Please specify actual tasks to be performed under each of these categories.

- II. **Statement of Qualifications** - The City is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:
  - Related experience in managing federally-funded local public works construction projects
  - Related Experience / Background with specific project type
  - Certified Administrator of TxCDBG Program by TDA
  - Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) [www.Sam.gov](http://www.Sam.gov) .

As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the City on this project if your firm is awarded this management services contract.

- III. **Proposed Cost of Services** -. Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City will not use lowest/best bid as the sole basis for entering into this contract.

- IV. **Evaluation Criteria** - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Prior Work Performance	30
Capacity to Perform	20
Completeness of Proposal	10
Proposed Cost	10
<b>Total</b>	<b>100</b>

- V. **Deadline for Submission** – Please deliver or have delivered your proposal and a statement of qualifications for the proposed services to the Office of the City Secretary at 3144 Meridiana Pkwy (Iowa Colony, TX 77583). One (1) electronic and one (1) original hard copy are required. Proposals shall be received by the City no later than **2:00 PM on Monday, October 7, 2024**.
- VI. **Submission Requirements**
- A copy of your current **certificate of insurance** for professional liability.
  - **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
  - **System for Award Management**. Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date.
  - **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
  - **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
  - **Form 1295**, Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
  - **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
- VII. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**. - Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center  
 2302 Fannin Street, Suite 165, Houston, TX 77002  
[713-718-8974](tel:713-718-8974)  
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center  
 8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247  
 214-920-2436  
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center



501 W César E Chávez Blvd, San Antonio, TX 78207  
210-458-2480  
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso  
c/o El Paso Hispanic Chamber of Commerce  
2401 E. Missouri Ave.  
El Paso, TX 79903  
915-351-6232 ext. 19  
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.  
[9800 Northwest Freeway, Suite 120, Houston, TX 77018](https://www.wbca-texas.org/)  
[713-681-9232](https://www.wbca-texas.org/)  
[wbc@wbea-texas.org](mailto:wbc@wbea-texas.org)

LiftFund - Dallas Fort Worth Women's Business Center  
[8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247](https://www.liftfund.com/)  
[888-215-2373](https://www.liftfund.com/)  
[wbcdfw@liftfund.com](mailto:wbcdfw@liftfund.com)

LiftFund - San Antonio Women's Business Center  
[600 Soledad St., San Antonio, TX 78205](https://www.liftfund.com/)  
[888-215-2373](https://www.liftfund.com/)  
[wbc@liftfund.com](mailto:wbc@liftfund.com)

SBA also provides assistance at Small Business Development Centers located across Texas:  
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

Any questions or requests for clarification must be submitted in writing via EMAIL to City Manager Robert Hemminger, [rhemminger@iowacolonytx.gov](mailto:rhemminger@iowacolonytx.gov), at least five (5) business days prior to the deadline. The City of Iowa Colony may, if appropriate, issue an addendum to this RFP with all submitted questions and their responses. Any addenda issued will be promptly included on the city website where this RFP is published.



# Sample Contract

## ADMINISTRATION/PROFESSIONAL SERVICES

### PART I AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY/COUNTY OF \_\_\_\_\_, hereinafter called the "City"/"County", acting herein by \_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_ hereinafter called "the Contractor", acting herein by \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the City/County of \_\_\_\_\_ desires to [implement/construct/etc.] the following: \_\_\_\_\_ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City/County desires to engage \_\_\_\_\_ to render certain [professional /administration] services in connection with this TxCDBG Project, Contract Number \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on \_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.

3. Local Program Liaison - For purposes of this Contract, the [e.g. City Manager/County \_\_\_\_\_] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$\_\_\_\_\_. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_ County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the City/County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
 (Local City/County Official)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

BY: \_\_\_\_\_  
 (Contractor's Authorized Representative)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

## PART II

### SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

#### A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City/County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City/County with necessary forms and procedures required for implementation of project.
6. Assist the City/County in meeting all special condition requirements that may be stipulated in the contract between the City/County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City/County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City/County regarding acquisition of property:
  - Submit required reports concerning acquisition activities to TDA;
  - Establish a separate acquisition file for each parcel of real property acquired;
  - Determine necessary method(s) for acquiring real property;
  - Prepare correspondence to the property owners for the City/County's signature to acquire the property or to secure an easement; and
  - Assist the City/County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City/County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

#### B. Financial Management

1. Assist the City/County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City/County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City/County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City/County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.
7. Assist the City/County in establishing procedures to handle the use of any TxCDBG program income.

#### C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.

3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

#### D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City/County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City/County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

#### E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist City/County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist City/County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
  - Assist City/County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City/County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City/County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City/County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.

#### F. Fair Housing / Equal Opportunity

1. Assist the City/County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City/County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City/County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City/County in resolving any monitoring and audit findings.
3. Assist City/County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III  
PAYMENT SCHEDULE**

City/County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone / Task</b>	<b>% of Contract Fee</b>
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	10%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	15%
Total	100%



## PART IV TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City.  
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
  7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
  8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
  9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
  10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
  11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
  12. Conflicts of interest.
    - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

### **Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or  
(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Sample 1 – Administration/Professional Services Rating Sheet

Grant Recipient \_\_\_\_\_  
 Name of Respondent \_\_\_\_\_  
 Evaluator's Name \_\_\_\_\_

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating \_\_\_\_\_

**Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Experience**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	_____
4. Certified Administrator of TxCDBG Program by TDA	5	_____
5. References from current/past clients	10	_____
<b>Subtotal, Experience</b>	30	_____

**Work Performance**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/TDA in a timely manner	5	_____
2. Responds to client/TDA requests in a timely manner	5	_____
3. Past client/TDA projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/TDA projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
<b>Subtotal, Performance</b>	30	_____

**Capacity to Perform**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the TxCDBG Project	5	_____
<b>Subtotal, Capacity to Perform</b>	20	_____

**Proposed Cost**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
<b>A ÷ B X 20 equals Respondent's Score</b>	20	_____

**TOTAL SCORE**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
<b>Total Score</b>	100	_____





**CITY OF  
IOWA  
COLONY**

**CITY COUNCIL WORKSESSION  
MINUTES**

Item 18.

**Monday, September 09, 2024  
6:00 PM**

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

Phone: 281-369-2471 • Fax: 281-369-0005 • [www.iowacolonytx.gov](http://www.iowacolonytx.gov)

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STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 9th day of September 2024, the City Council of the City of Iowa Colony, Texas, held a Worksession at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy  
Mayor Pro Tem Marquette Greene-Scott  
Councilmember Arnetta Murray  
Councilmember McLean Barnett  
Councilmember Tim Varlack (Arrived at 6:23 P.M.)  
Councilmember Kareem Boyce  
Councilmember Sydney Hargroder

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

**CALL TO ORDER**

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

**CITIZEN COMMENTS**

Chief Bell introduced Pamela Smith as the new telecommunications operator and Jim Gutierrez as a new patrol officer.

Jeremy Franks introduced Derek Byers as the new public works crew member.

Robert Hemminger stated that the city purchased two new tractors, and they are here if the council is interested in seeing them.

**ITEMS FOR DISCUSSION**

1. Discussion on a presentation of the City Council and Staff Strategic Planning Session Report and Implementation Plan.  
Ron Cox with Ron Cox Consulting presented the final City Council and Staff Strategic Planning Session Report and Implementation Plan.
2. Discussion on National Night Out activities.  
Chief Bell stated that National Night out is the first Tuesday in October and to notify the department if you would like the Police to visit your neighborhood event.
3. Discussion on information provided during the MUD 55 Townhall Meeting.

Robert Hemminger provided information regarding the MUD 55 meeting.

The mayor called a recess to the work session at 7:03 P.M. and the council reconvened at 7:03 P.M.

**ADJOURNMENT**

The work session was adjourned at 7:10 P.M.

APPROVED THIS 14<sup>TH</sup> DAY OF OCTOBER 2024

\_\_\_\_\_  
Kayleen Rosser, City Secretary

\_\_\_\_\_  
Wil Kennedy, Mayor





**CITY OF  
IOWA  
COLONY**

**CITY COUNCIL MEETING MINUTES**

Item 19.

**Monday, September 09, 2024  
7:00 PM**

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

Phone: 281-369-2471

Fax: 281-369-0005

[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

---

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 9th day of September 2024, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

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

**CALL TO ORDER**

Mayor Kennedy called the meeting to order at 7:03 P.M. The Council completed the work session and reconvened at 7:22 P.M.

**INVOCATION**

Sam Creacy prayed aloud.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance and Texas Pledge were recited.

**SPECIAL PRESENTATIONS & ANNOUNCEMENTS**

*Reserved for formal presentations and proclamations.*

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

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

Mayor Kennedy announced the date, time, and place of the meeting at which the City Council will vote on the proposed tax rate as follows.

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

2. Proclamation declaring National Night Out

Mayor Kennedy presented Chief Bell with the Proclamation declaring National Night Out.

### 3. Proclamation declaring Fire Prevention Month

Mayor Kennedy presented Fire Marshal Cantu with the Proclamation declaring October as Fire Prevention Month.

### CITIZEN COMMENTS

Brittney Foster- 4502 Peloton Rd.; had questions regarding the city taking over MUD 55. Mayor Kennedy stated that this time is not for question and answer, but she can take a business card from City Manager; Robert Hemminger and reach out to him. She thanked Mr. Hemminger for the QR code that he provided the residents for information.

George Butler- 3635 Lister; had concerns about the budget and the tax rate. He mentioned a few items that stuck out to him including the life insurance cost doubling and the head count being added to the budget.

### PUBLIC HEARINGS

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

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

Mayor Kennedy opened the public hearing at 7:34 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:36 P.M.

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

Mayor Kennedy opened the public hearing at 7:35 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:36 P.M.

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

Mayor Kennedy opened the public hearing at 7:36 P.M. There were no comments from the public. Mayor Kennedy closed the public hearing at 7:37 P.M.

### EXECUTIVE SESSION- 7:37 P.M.

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

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

### POST EXECUTIVE SESSION- 8:30 P.M.

### ITEMS FOR CONSIDERATION

8. Consideration and possible action on matters discussed in Executive Session.

There was no action taken.

9. Consideration and possible action to adopt the City Council and Staff Strategic Planning Session Report and Implementation Plan.

Motion made by Councilmember Varlack to adopt the 2024 Strategic Planning Session Report and Implementation Plan, Seconded by Mayor Pro Tem Greene-Scott.

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

Voting Abstaining: Mayor Kennedy

10. Consideration and possible action on an ordinance amending the Comprehensive Zoning Ordinance.

Motion made by Councilmember Hargroder to approve an Ordinance amending the Comprehensive Zoning Ordinance on first and final reading, Seconded by Councilmember Murray. The City Secretary read the Ordinance caption aloud.

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

11. Consideration and possible action on items relating to the Automated Meter Infrastructure (AMI) water meter upgrade project, phase 2:

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

Motion made by Councilmember Murray to approve a job order contract for AMI meters and installation services with performance Services under TIPS contract number 181101, Seconded by Councilmember Barnett.

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

B. Adopting a resolution authorizing a Promissory Note with First Security Finance, Inc. and related documents.

Motion made by Mayor Pro Tem Greene-Scott to adopt a resolution authorizing a Promissory Note with First Security Finance, Inc. and related documents, Seconded by Councilmember Murray.

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

12. Consideration and possible action on a conveyance agreement with Brazoria County MUD 32 for water and wastewater systems.

Motion made by Councilmember Hargroder to approve a conveyance agreement and related documents with Brazoria County MUD 32 for water and wastewater system conveyance, Seconded by Mayor Pro Tem Greene-Scott.

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

13. Consideration and possible action on a conveyance agreement with Brazoria County MUD 53 for water and wastewater systems.

Motion made by Councilmember Boyce to approve a conveyance agreement and related documents with Brazoria County MUD 53 for water and wastewater system conveyance,

Seconded by Councilmember Barnett.

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

14. Consideration and possible action on Change Order No. 1 and Pay Application No. 19 for the Public Safety Building.

Motion made by Councilmember Hargroder to approve change order no. 1 and pay app no. 19 to accept the public safety building and to release all retainage owed to the general contractor, Seconded by Mayor Pro Tem Greene-Scott.

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

## COUNCIL COMMENTS

Mayor Pro Tem Greene-Scott thanked those in attendance. She attended the AISD Gala on Friday. She thanked the residents of MUD 55 for attending the meetings and voicing their concerns. She is glad football is back.

Councilmember Barnett mentioned a tropical storm off the coast named Francine. He said it is not going to hit us, but we will be seeing impacts. It will be very windy. He stated that there are certain times when the wind gets too bad that emergency services can shut down, and people need to be mindful of this. He reminded everyone of community unity. He stated we need to check on our neighbors and take care of one another.

Councilmember Murray thanked the City Council, City Manager, and City Attorney. She thanked the staff. She stated that the city is transparent.

Councilmember Varlack thanked everyone for coming. He reminded everyone to register to vote as the election is upcoming in November. The city offers the gun lock safety program. Residents are able to come to the Police Department to get safety locks for their weapons. He reminded everyone that we do have a youth council that started due to an event that occurred right at our doorstep.

Councilmember Boyce heard of another school shooting in Georgia last week. He also received notice of a threat at a school in Iowa Colony. He reminded everyone that discussions with children are so important. The discussions need to be intentional and specific about what we are talking to our children about.

Councilmember Hargroder thanked the staff. She mentioned that she attended the AISD Gala. She stated that it is a pleasure to serve alongside ethical people that genuinely care, as that is rare. She is very proud of the work that council and staff are doing here in Iowa Colony.

Mayor Kennedy thanked Councilmember Varlack for all his efforts with the Alvin Manvel Chamber of Commerce. He thanked Councilmember Boyce for his captaincy as it pertains to the teen advisory committee. He thanked Councilmember Barnett for the weather updates he provides. He thanked Councilmember Murray for her support and attendance. He acknowledged the upcoming education forum that she will be participating in. He thanked Councilmember Hargroder. He stated it is a pleasure spending time with her and Mr. Hargroder. He thanked Mayor Pro Tem Greene-Scott for her energy, enthusiasm, and support. He thanked the staff, and he appreciates everything they are doing. He announced that we do have a special council meeting Monday, September 16th at 6:00 P.M. to approve the Budget for FY 24/25.

## STAFF REPORTS

Councilmember Hargroder asked Dinh about an update on the overpasses.

15. Building Official/Fire Marshal Monthly Report
16. Police Monthly Report
17. Municipal Court Monthly Report
18. Public Works Monthly Report
19. City Engineer Monthly Report
20. Finance Monthly Reports
21. Technology Department Monthly Report
22. Water/Wastewater Utility Monthly Report

## CONSENT AGENDA

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

Motion made by Councilmember Varlack to approve all consent items as presented in the consent agenda, Seconded by Mayor Pro Tem Greene-Scott.

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

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

## ADJOURNMENT

APPROVED THIS 14<sup>TH</sup> DAY OF OCTOBER 2024

Item 19.

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Kayleen Rosser, City Secretary

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Wil Kennedy, Mayor







**CITY OF  
IOWA  
COLONY**

**CITY COUNCIL SPECIAL MEETING  
MINUTES**

Item 20.

**Monday, September 16, 2024  
6:00 PM**

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

Phone: 281-369-2471 • Fax: 281-369-0005 • [www.iowacolonytx.gov](http://www.iowacolonytx.gov)

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STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 16th day of September 2024, the City Council of the City of Iowa Colony, Texas, held a meeting at 6:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

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

And Councilmember McLean Barnett being absent, constituting a quorum at which time the following business was transacted.

**CALL TO ORDER**

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

**INVOCATION**

Councilmember Varlack prayed aloud.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance and the Texas Pledge were recited.

**CITIZEN COMMENTS**

City Manager Robert Hemminger wished Mayor Kennedy a Happy Birthday!

**ITEMS FOR CONSIDERATION**

1. Consideration and possible action on an Ordinance adopting the FY 2024-25 City Budget.

Motion made by Councilmember Hargroder to approve an ordinance on first and final reading adopting the City Budget for fiscal year 24-25, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud. The City Secretary called for a roll call vote. Voting Yea: Councilmember Murray, Mayor Pro Tem Greene-Scott, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack, Councilmember Boyce  
Absent: Councilmember Barnett

- 2. Consideration and possible action to ratify the property tax revenue increase reflected in the budget by a roll call vote.

Motion made by Mayor Pro Tem Greene-Scott to approve and ratify the property tax revenue increase reflected in the adopted budget, Seconded by Councilmember Hargroder. The City Secretary called for a roll call vote.

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

- 3. Consideration and possible action on an Ordinance setting the property tax rate for 2024.

Motion made by Councilmember Hargroder to approve an ordinance on first and final reading moving that the property tax rate be increased by the adoption of a tax rate of \$0.519209, which is effectively a 9.33% increase in the tax rate, Seconded by Mayor Pro Tem Greene-Scott. The City Secretary read the ordinance caption aloud. The City Secretary called for a roll call vote.

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

**EXECUTIVE SESSION**

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

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

There was no executive session.

**POST EXECUTIVE SESSION**

**ITEMS FOR CONSIDERATION**

- 5. Consideration and possible action on matters discussed in Executive Session.

There was no action taken.

**ADJOURNMENT**

The meeting was adjourned at 6:24 P.M.

APPROVED THIS 14<sup>TH</sup> DAY OF OCTOBER 2024

\_\_\_\_\_  
Kayleen Rosser, City Secretary

\_\_\_\_\_  
Wil Kennedy, Mayor



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE ISSUANCE OF BONDS BY THE IOWA COLONY DEVELOPMENT AUTHORITY; AND CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT**

**WHEREAS**, by City of Iowa Colony Ordinance No. 2010- 2, adopted March 15, 2010, the City of Iowa Colony, Texas (the “City”) created Reinvestment Zone Number Two, City of Iowa Colony, Texas (the “Zone”) for the purposes of development within the City; and

**WHEREAS**, by City Ordinance No. 2010-4, adopted June 21, 2010, the City approved the Project Plan and Reinvestment Zone Financing Plan for the development of the Zone (the “Project and Financing Plan”), as amended by City Ordinance No. 2016-21, adopted August 22, 2016, and by City Ordinance No. O-2020-16, adopted June 15, 2020; and

**WHEREAS**, by Resolution No. R2010-R-3 adopted on March 15, 2010, the City authorized the creation of the Iowa Colony Development Authority (the “Authority”), a local government corporation, pursuant to Subchapter D of Chapter 431, Texas Transportation Code, to aid, assist and act on behalf of the City in the performance of the City’s governmental functions with respect to promoting, developing, encouraging and maintaining housing, employment, commerce and economic development within the Zone; and

**WHEREAS**, The City, the Zone, and the Authority entered into an agreement dated February 21, 2011, as amended and restated on August 22, 2016, as amended by Amendment No. 1 dated May 1, 2022 (the “Tri-Party Agreement”), pursuant to which the Authority would have authority to administer the Zone; make recommendations to the Zone Board and the City with respect to the development of the Zone; perform and engage in activities relating to the acquisition, development and sale of land and other properties; engage in development and redevelopment activities; construct and improve infrastructure in the Zone; enter into development agreements

with developers/builders in the Zone; subject to City approval, issue, sell or deliver its bonds, notes, or other obligations; and perform the other activities provided in the Tri-Party Agreement; and

**WHEREAS**, the Tri-Party Agreement provides that the Authority may not issue bonds without approval by the City; and

**WHEREAS**, in order to implement the Project and Financing Plan and fulfill the purposes for which it was created, the Authority requests the City's approval for the Authority to issue its series 2024 bonds in an amount not to exceed \$8,000,000; and

**WHEREAS**, the City desires to grant the Authority such right and power to issue bonds as described herein;

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

**Section 1.** That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** That the City hereby approves and authorizes the Authority to issue its bonds payable from and secured by the revenues to be paid by the City and the Zone pursuant to the Tri-Party Agreement (the "Tri-Party Agreement Revenues"), in an aggregate principal amount not to exceed EIGHT MILLION DOLLARS (\$8,000,000).

**Section 3.** That the City shall have no obligation with respect to the bonds of the Authority other than to make payments of tax increments to the Authority pursuant to the Tri-Party Agreement. The bonds of the Authority shall contain on their face a statement that the City is not obligated to make payments on the bonds from taxes or other moneys of the City other than the Tri-Party Agreement Revenues pursuant to the terms of the Tri-Party Agreement.

**Section 4.** That the Mayor and the staff of the City are hereby authorized to provide to the Authority such information and documents, and the Mayor and staff of the City are authorized to execute necessary certificates and provide necessary financial information with respect to the City, the tax increment fund created by the City for the Zone, and other financial information of the City with respect to the Zone, as may be required or requested by the Authority to offer and sell the bonds approved herein.

**Section 5.** That the City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

READ, PASSED AND ADOPTED ON THE 14<sup>TH</sup> DAY OF OCTOBER 2024.

**CITY OF IOWA COLONY, TEXAS**

\_\_\_\_\_  
**WIL KENNEDY, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KAYLEEN ROSSER, CITY SECRETARY**



# City Council Agenda Item Request Form

Item 22.

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

Date:

Department Making Request: 30 - Public Works

Person Making Request: Jeremy Franks

Item Type: Agreement

Budgeted? YES

Cost:

If budgeted, identify account:

Short Description:

This is a request for a road project improvement between the City and Brazoria County.

Explanation/Justification Details:

This agreement allows the County to provide free labor for the repair and excavation of a ditch along two miles of city roads. All that is required of the City is material cost.

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.

**Matt Hanks, P.E., CFM**  
COUNTY ENGINEER



**Karen McKinnon, P.E.**  
ASST. COUNTY ENGINEER

**Wael Tabara, P.E., CFM**  
ASST. COUNTY ENGINEER

979.864.1265  
ANGLETON

979.388.1265  
CLUTE

281.756.1265  
HOUSTON

979.864.1270  
FAX

**BRAZORIA COUNTY ENGINEERING**

451 N VELASCO, SUITE 230  
ANGLETON, TEXAS 77515

September 3, 2024

City of Iowa Colony  
12003 Iowa Colony Boulevard  
Iowa Colony, TX 77583

RE: Fiscal Year 2025 Road Project Request

Dear Mayor:

Attached is your FY25 Road Project Request Summary Form. Please be advised that some information regarding your requests and interlocals has changed. After reviewing the information contained in this letter, please complete and return the enclosed Project Request Summary listing all Road Construction Projects **and** Ditch Digging Requests (maximum of four (4) locations) in priority order for which you are requesting labor and equipment from Brazoria County Road and Bridge for Fiscal Year 2025. Please do not include the roads from your FY 2024 road project request.

Each Project Request Summary requires Mayoral approval by signature. It is very important for our Superintendent to be involved in the negotiation and planning process with your Administration as to the level of work the County can accomplish for you. **Please return your completed Project Request Summary prior to November 1, 2024 (note – this deadline has changed from previous years) by emailing to the following:**

[engineer-interlocals@brazoriacountytx.gov](mailto:engineer-interlocals@brazoriacountytx.gov)

We encourage you to consider that the County would prefer to do **overlays only**, where appropriate, for **road construction** on an **entire road** to limit the number of mobilizations. Doing sub-base, base and stabilization of road materials is consuming and ties up resources. We request that you limit “road construction” to a total of approximately **two miles** per year.

**Ditch Digging Requests** must be included in your Project Request Summary **and** must include a map with the requested area highlighted. Any drainage design work necessary for this request is the responsibility of the city.

The County Road and Bridge Act authorized Commissioners Court to expend county funds and utilize county equipment to do road and street work within incorporated cities and towns, provided the governing body of the city or town consents **and it does not interfere with county road and bridge projects**. Therefore, work under this Interlocal agreement must be initiated by submitting a written request signed by your Mayor to the Engineer's Office. If such work is determined to be a benefit to the County by Commissioners Court, work will be performed as quickly as our Road Superintendent is able to schedule in coordination with other projects and commitments.

If unexpected projects come up during the year, please follow the same process of involving our appropriate Service Center. The Road Superintendent will schedule in coordination with other projects and commitments.

It is not necessary to involve the Superintendent in the planning process for driveways to be set, or pothole patching. Please submit a written request to [engineer-interlocals@brazoriacountytx.gov](mailto:engineer-interlocals@brazoriacountytx.gov). For culvert sets please include all of the following information in your request:

- Location
- Name and Contact Number (person requesting the work)
- Number of Culverts to be Set
- Diameter of Culverts to be Set

**Culverts must be on-site with area staked out.** The County will assist in spreading material providing the material is on-site prior to our arrival to perform the work.

**Cities are responsible for all material** (road material, patching material, signs, culverts, etc.) and may purchase through the County's suppliers providing they have a "separate" Interlocal agreement with the Brazoria County Purchasing Department to do so. Cities will be invoiced for any material depleted from County Road and Bridge inventory. Cities should obtain a Purchase Order directly with supplier, paying the supplier direct for material costs.

If you have any questions, please contact Tricia Simmons at (979)864-1265 or email [engineer-interlocals@brazoriacountytx.gov](mailto:engineer-interlocals@brazoriacountytx.gov).

Sincerely,



Matt Hanks, PE  
County Engineer



City of Iowa Colony  
 Interlocal Agreement Project Request Summary FY-25

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Pursely Blvd.	From Dubuque Pkwy south to Brister Pkwy.	5,233	20	2" Overlay	
Pursely Blvd.	From Cedar Rapids Pkwy. north to city limits	3,119	20	2" Overlay	
Cedar Rapids Parkway	From city limits at SH 288 to Karsten Blvd.	1,440	20	2" Overlay	

Note: Must have Mayoral approval

Return to: County Engineer's Office  
Engineering-Interlocal@iwrzozia.com or iv.gov

Approved By: Mayor \_\_\_\_\_  
 Date \_\_\_\_\_

Monday, September 16, 2024

Darrel Heidrich  
Baker & Lawson, Inc.  
4005 Technology Dr., Suite 1530  
Angleton, TX 77515  
[dheidrich@bakerlawson.com](mailto:dheidrich@bakerlawson.com)

Re: Replat of NE ½ of the NE ½ of the H.T. & B.R.R. Co. Survey 68, Brazoria County  
Letter of Recommendation to Approve  
COIC Project No. 4145  
Adico Project No. 16007-2-376


Dear Mr. Heidrich:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the resubmittal of the Replat of NE ½ of the NE ½ of the H.T. & B.R.R. Co. Survey 68, Brazoria County, received on or about September 16, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the replat as resubmitted on September 16, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

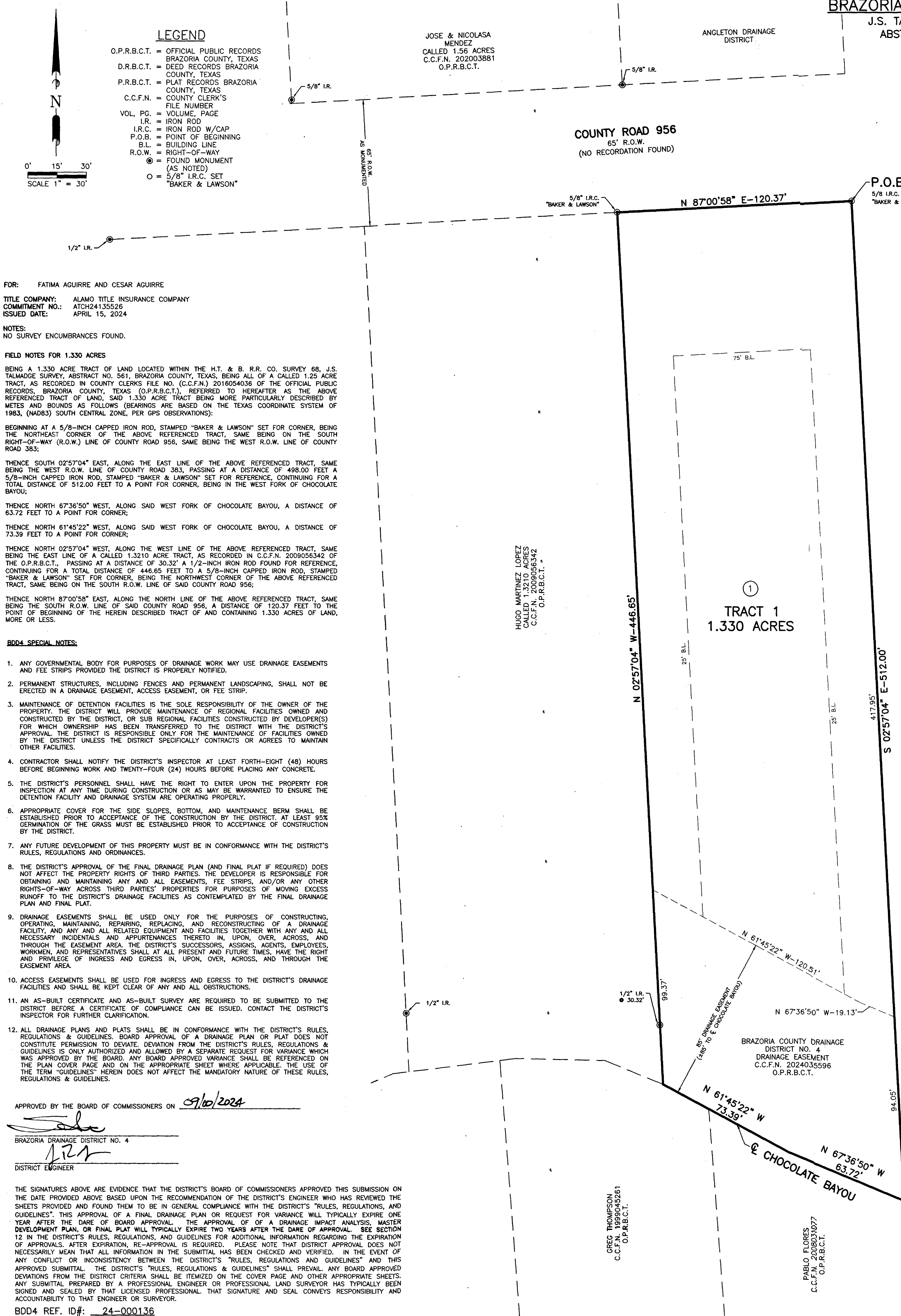
Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-376

BRAZORIA COUNTY, TEXAS

J.S. TALMADGE SURVEY  
ABSTRACT NO. 561



FOR: FATIMA AGUIRRE AND CESAR AGUIRRE  
TITLE COMPANY: ALAMO TITLE INSURANCE COMPANY  
COMMITMENT NO.: ATCH24135528  
ISSUED DATE: APRIL 15, 2024

FIELD NOTES FOR 1.330 ACRES  
BEING A 1.330 ACRE TRACT OF LAND LOCATED WITHIN THE H.T. & B. R.R. CO. SURVEY 68, J.S. TALMADGE SURVEY, ABSTRACT NO. 561, BRAZORIA COUNTY, TEXAS, BEING ALL OF A CALLED 1.25 ACRE TRACT, AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 2016054036 OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), REFERRED TO HEREAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 1.330 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDRIES AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

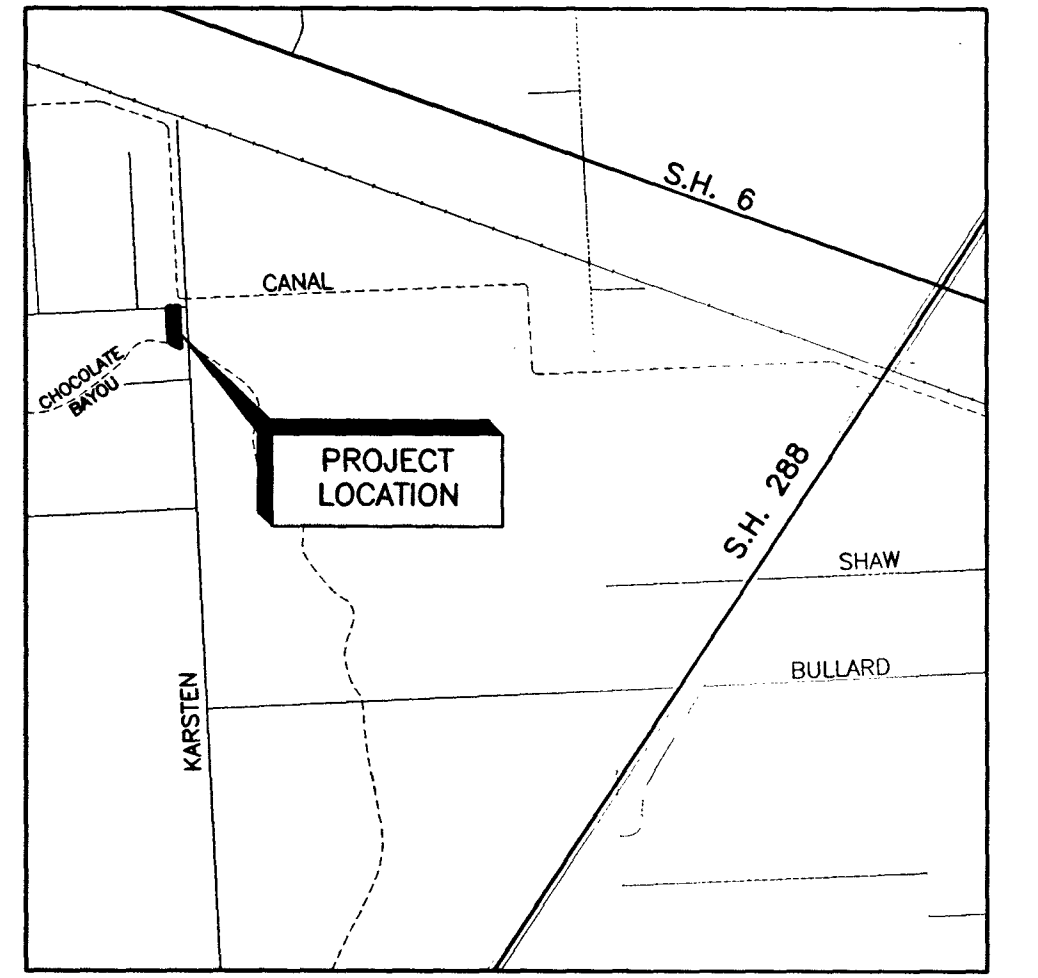
BEING THE WEST B.Y.W. LINE OF COUNTY ROAD 383, PASSING AT A DISTANCE OF 480.00 FEET A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE NORTH-EAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD 956, SAME BEING THE WEST R.O.W. LINE OF COUNTY ROAD 383;  
THENCE SOUTH 02°57'04" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST R.O.W. LINE OF COUNTY ROAD 383, PASSING AT A DISTANCE OF 480.00 FEET A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" SET FOR CORNER, CONTINUING FOR A TOTAL DISTANCE OF 512.00 FEET TO A POINT FOR CORNER, BEING IN THE WEST FORK OF CHOCOLATE BAYOU;  
THENCE NORTH 67°36'50" WEST, ALONG SAID WEST FORK OF CHOCOLATE BAYOU, A DISTANCE OF 63.72 FEET TO A POINT FOR CORNER;  
THENCE NORTH 61°45'22" WEST, ALONG SAID WEST FORK OF CHOCOLATE BAYOU, A DISTANCE OF 73.39 FEET TO A POINT FOR CORNER;  
THENCE NORTH 02°57'04" WEST, ALONG THE WEST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE EAST LINE OF A CALLED 1.3210 ACRE TRACT, AS RECORDED IN C.C.F.N. 2009056342 OF THE O.P.R.B.C.T., PASSING AT A DISTANCE OF 30.32' A 1/2-INCH IRON ROD FOUND FOR REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 446.85 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE NORTHWEST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE SOUTH R.O.W. LINE OF SAID COUNTY ROAD 956;  
THENCE NORTH 87°00'58" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH R.O.W. LINE OF SAID COUNTY ROAD 956, A DISTANCE OF 120.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF AND CONTAINING 1.330 ACRES OF LAND, MORE OR LESS.

- BDD4 SPECIAL NOTES:  
1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.  
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE CREATED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.  
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.  
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.  
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.  
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.  
7. ANY FUTURE DEVELOPMENT OF THIS PROPERTY MUST BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS AND ORDINANCES.  
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.  
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.  
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.  
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.  
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

APPROVED BY THE BOARD OF COMMISSIONERS ON 09/10/2024  
Brazoria Drainage District No. 4  
DISTRICT ENGINEER  
THE SIGNATURES ABOVE ARE EVIDENCE THAT THE DISTRICT'S BOARD OF COMMISSIONERS APPROVED THIS SUBMISSION ON THE DATE PROVIDED ABOVE BASED UPON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED THE SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL OF A FINAL DRAINAGE PLAN OR REQUEST FOR VARIANCE WILL TYPICALLY EXPIRE ONE YEAR AFTER THE DATE OF BOARD APPROVAL. THE APPROVAL OF A DRAINAGE IMPACT ANALYSIS, MASTER DEVELOPMENT PLAN, OR FINAL PLAT WILL TYPICALLY EXPIRE TWO YEARS AFTER THE DATE OF APPROVAL. SEE SECTION 12 IN THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES FOR ADDITIONAL INFORMATION REGARDING THE EXPIRATION OF APPROVALS. AFTER EXPIRATION IS REQUIRED, PLEASE NOTE THAT DISTRICT APPROVAL DOES NOT NECESSARILY MEAN THAT ALL INFORMATION IN THE SUBMITTAL HAS BEEN CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THIS APPROVED SUBMITTAL, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL PREVAIL. ANY BOARD APPROVED DEVIATIONS FROM THE DISTRICT'S CRITERIA SHALL BE TYPICALLY NOTED ON THE COVER PAGE AND OTHER APPROPRIATE SHEETS. ANY SUBMITTAL PREPARED BY A PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR HAS TYPICALLY BEEN SIGNED AND SEALED BY THAT LICENSED PROFESSIONAL THAT SIGNATURE AND SEAL CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT ENGINEER OR SURVEYOR.  
BDD4 REF. ID#: 24-000136

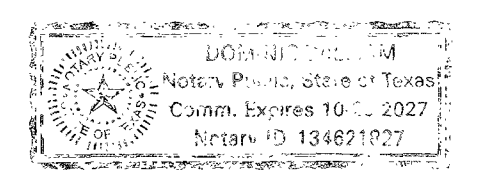
STATE OF TEXAS  
COUNTY OF BRAZORIA  
KNOW ALL MEN BY THESE PRESENTS THAT:  
I, CESAR AGUIRRE, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING REPLAT OF NE 1/2 OF THE NE 1/2 OF THE H.T. & B. R.R. CO. SURVEY 68, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 1 LOTS, BEING A SUBDIVISION OF 1.250 ACRES IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND MYSELF, MY HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS 13 DAY OF September 2024  
CESAR AGUIRRE



STATE OF TEXAS  
COUNTY OF BRAZORIA  
BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED CESAR AGUIRRE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF September 2024

Dame Weiss  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
10/26/2027  
MY COMMISSION EXPIRES

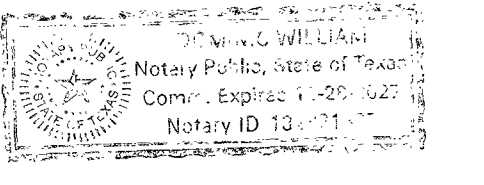


STATE OF TEXAS  
COUNTY OF BRAZORIA  
KNOW ALL MEN BY THESE PRESENTS THAT:  
I, FATIMA AGUIRRE, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING REPLAT OF NE 1/2 OF THE NE 1/2 OF THE H.T. & B. R.R. CO. SURVEY 68, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 1 LOTS, BEING A SUBDIVISION OF 1.250 ACRES IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND MYSELF, MY HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS 13 DAY OF September 2024  
Fatima Aguirre  
FATIMA AGUIRRE

STATE OF TEXAS  
COUNTY OF BRAZORIA  
BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED FATIMA AGUIRRE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 DAY OF September 2024

Dame Weiss  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
10/26/2027  
MY COMMISSION EXPIRES



CITY COUNCIL APPROVALS  
I CERTIFY THAT THE ABOVE AND FOREGOING PLAT BEING A REPLAT THE NE 1/2 OF THE NE 1/2 OF THE H.T.B. R.R. CO. SURVEY 68 SUBDIVISION, WAS APPROVED  
THIS THE \_\_\_ DAY OF \_\_\_, 20\_\_\_ BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS.

WILL KENNEDY, MAYOR  
McLEAN BARNETT, COUNCIL POSITION 1  
ARNETTA HICKS-MURRAY, COUNCIL POSITION 2  
MARQUETTE GREEN-SCOTT, COUNCIL POSITION 3  
TIMOTHY VARLACK, COUNCIL DISTRICT A  
KAREEM BOYCE, COUNCIL DISTRICT B  
SYDNEY HARGRODER, COUNCIL DISTRICT C  
DINH HO, P.E., CITY ENGINEER

PLANNING AND ZONING COMMISSION APPROVALS  
I CERTIFY THAT THE ABOVE AND FOREGOING PLAT BEING A REPLAT THE NE 1/2 OF THE NE 1/2 OF THE H.T.B. R.R. CO. SURVEY 68 SUBDIVISION, WAS APPROVED  
THIS THE \_\_\_ DAY OF \_\_\_, 20\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS.

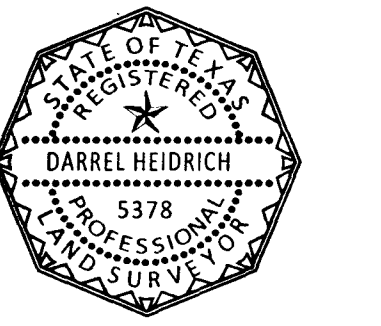
DAVID HURST, CHAIRMAN  
ROBERT WALL, MEMBER  
LES HOSEY, MEMBER  
BRENDA DILLON, MEMBER  
WARREN DAVIS, MEMBER  
TERRY HAYES, MEMBER  
BRIAN JOHNSON, MEMBER

LOT	BLOCK	MINIMUM	SH FLOOR ELEVATION
1	1		58.0'

- SURVEYOR'S NOTES:  
1. THIS PLAT LIES WITHIN THE ETJ OF THE CITY OF IOWA COLONY.  
2. THE PROPERTY SURVEYED LIES PARTIALLY WITHIN ZONE "AE" BASE FLOOD ELEVATION 56.0 FEET, AND PARTIALLY WITHIN ZONE "AE" FLOODWAY ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48039C0110K, WITH AN EFFECTIVE DATE OF DECEMBER 30, 2020.  
3. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.  
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY ALAMO TITLE COMPANY, ISSUE DATE APRIL 15, 2024, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS, OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN HEREON.  
5. THE REASON FOR THIS PLAT IS TO REPLAT THE SUBJECT TRACT INTO 1 LOT.  
6. DETENTION WILL BE REVIEWED/PROVIDED FOR EACH INDIVIDUAL RESIDENTIAL LOT AT TIME OF PERMITTING.  
7. THE APPROVAL OF THE PLAT SHALL EXPIRE TWELVE (12) MONTHS AFTER CITY COUNCIL APPROVES UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.  
8. THIS PLAT IS SUBJECT TO THE CITY OF IOWA COLONY PIPELINE ORDINANCE NO. 2011-4 AND AS AMENDED.  
9. ALL SIDE AND REAR LOT LINES: 25'.  
10. BOUNDARY CLOSURE CALCULATIONS, IS A MINIMUM OF 1:15,000.  
11. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL. IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

STATE OF TEXAS  
COUNTY OF BRAZORIA  
KNOWN ALL MEN BY THESE PRESENTS:  
THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

09/10/2024 9/5/2024  
DARREL HEIDRICH  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LAND SURVEYOR NO. 5378



**FINAL REPLAT OF**  
**NE 1/2 OF THE NE 1/2 OF THE H.T.&B. R.R. CO. SURVEY 68**  
**A 1.330 ACRE**  
**1 LOT 1 BLOCK SUBDIVISION**  
**BEING ALL OF A CALLED 1.25 ACRE TRACT AS RECORDED IN C.C.F.N. 2016054036 O.P.R.B.C.T.**  
**J.S. TALMADGE SURVEY ABSTRACT NO. 561 BRAZORIA COUNTY, TEXAS**

OWNERS:  
FATIMA & CESAR AGUIRRE  
2818 COUNTY ROAD 956  
ROSHARON, TEXAS 77583  
(832)978.8405  
JOB NO.: 16023 SCALE: 1" = 30' DRAWN BY: JP CKED BY: 215  
DRAWING NO.: 16023 PLAT 1.330 ACRES DATE: 9/5/2024 REV. NO.:

Monday, September 16, 2024

Brad Sweitzer  
EHRA Engineering, LLC  
10011 Meadowglen Lane  
[bsweitzer@ehra.com](mailto:bsweitzer@ehra.com)

Re: Meridiana Section 55C Preliminary Plat  
Letter of Recommendation to Approve  
COIC Project No. 4638  
Adico Project No. 16007-3-390

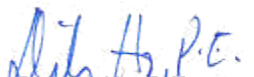
Dear Mr. Sweitzer:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 55C Preliminary Plat, received on or about September 10, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the preliminary plat as resubmitted on September 10, 2024. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-390

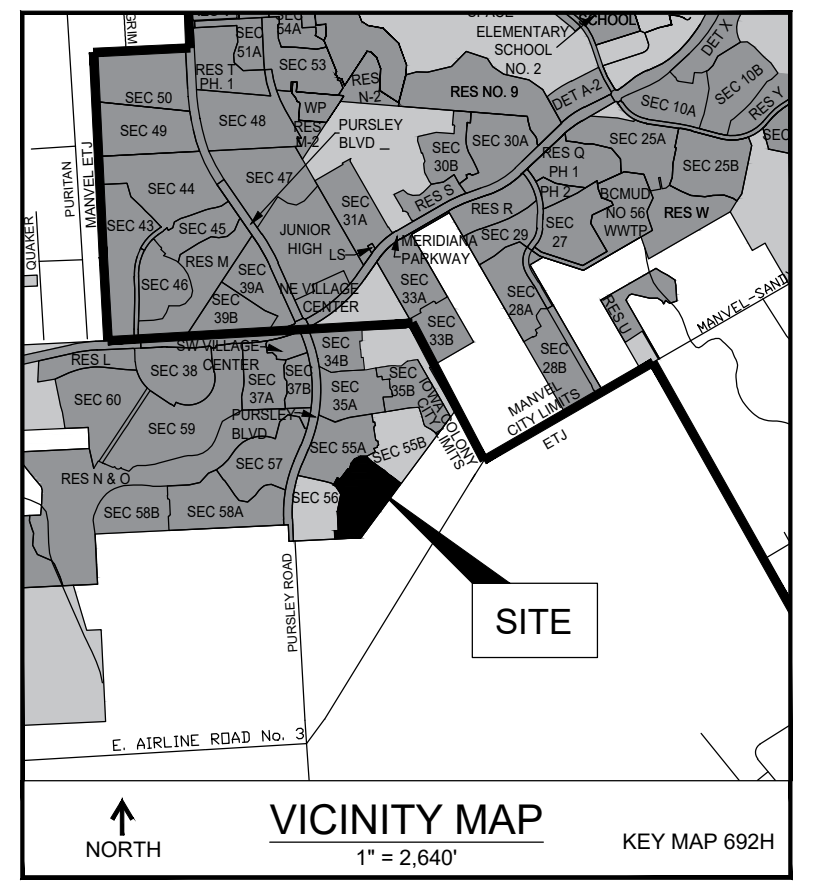
**GENERAL NOTES:**

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0120K, dated December 30, 2020, the property lies within Unshaded Zone X.  
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
M.H. indicates Manhole.  
PG. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V.T. indicates Private.  
R. indicates Radius.  
RES. indicates Reserve.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.T.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
VOL. indicates Volume.  
W.L.E. indicates Water Line Easement.  
↗ indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 55, and Brazoria County Drainage District #5.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
- The Developer, Home Owners Association, or Municipal Utility District shall be responsible for maintenance of Reserves 'A' and 'B'. The Lulling Stone Property Owners Association shall be responsible for maintenance of Reserve 'C'.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 4.
- Drainage plans to be provided prior to final plat submittal.
- Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 55C where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.
- This plat is subject to the approval and acceptance of the Meridiana Section 55B plat for secondary point of ingress/egress.

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,188.56	0.03
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	25,990.94	0.59
C	DRAINAGE, DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	122,468.28	2.81
TOTAL		149,247.78	3.43

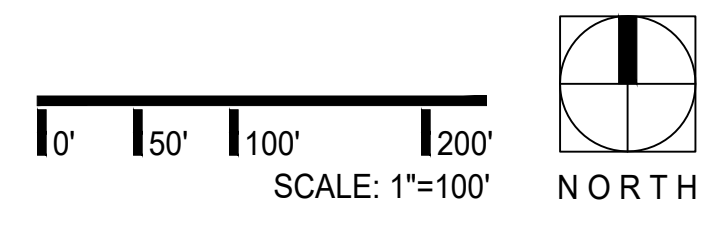
CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	43.51'	S 57°14'46" E	43.46'

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	N 37°17'10" E	183.72'
L2	N 81°06'23" E	21.31'
L3	N 14°52'17" E	82.27'
L4	N 40°07'17" E	40.33'
L5	N 40°29'17" E	40.42'
L6	N 60°33'28" E	81.56'
L7	N 89°54'21" E	88.91'
L8	S 41°18'25" E	60.84'
L9	S 36°36'16" W	3.16'
L10	N 02°50'00" W	120.00'
L11	N 87°10'00" E	51.52'
L12	N 33°17'23" W	124.42'
L13	N 61°07'16" W	39.08'
L14	N 28°13'18" E	115.29'



**OWNER CONTACT INFORMATION**  
 GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
 1602 AVENUE D, STE. 100  
 KATY, TX 77493  
 832-916-2162

**BENCHMARK(S):**  
 NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
 ELEV=52.00 (NAVD '88) 1991 ADJUSTMENT



**Meridiana Section 55C Preliminary Plat**  
 A Subdivision of 14.67 acres out of the H.T. & B. R.R. Co. Survey, Section 54, A-514, City of Iowa Colony, Brazoria County, Texas  
 67 Lots, 2 Blocks and 3 Reserves  
 Owner: GR-M1, LTD., a Texas Limited Partnership

**EHRA**  
 ENGINEERING THE FUTURE SINCE 1936  
 10011 MEADOWGLEN LANE  
 HOUSTON, TEXAS 77042  
 713.784.4500  
 WWW.EHRATEAM  
 TBPE No. F-726  
 TBPLS No. 10092300

September 10, 2024

EHRA JOB NO. 081-011-55-03  
 No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

P:\081-011-55-03\PLAT\Meridiana\_Sec\_55C\_Pplat\_Rev.dwg Sep. 10, 2024 - 10:21am Edited by: mturnillo

Monday, September 23, 2024

Merrett Huddleston  
Elevation Land Solutions  
9709 Lakeside Blvd., Suite 200  
The Woodlands, TX 77381

Re: Sierra Vista Section 10 Final Plat  
Letter of Recommendation to Approve - Updated  
COIC Project No. 4023  
ALLC Project No. 16007-2-373

Dear Ms. Huddleston:

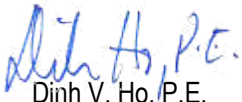
On behalf of the City of Iowa Colony, Adico, LLC received the request for revisions to the approved Sierra Vista Section 10 Final Plat, received on or about September 23, 2024. Sierra Vista Section 10 Final Plat was previously approved by Planning and Zoning and City Council August 2024 but has not been recorded.

The revisions submitted provides adjustments to easements and lot lines to match approved construction plans. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as submitted on September 23, 2024. This LOR to Approve shall replace the previous LOR to Approve dated July 31, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 24, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

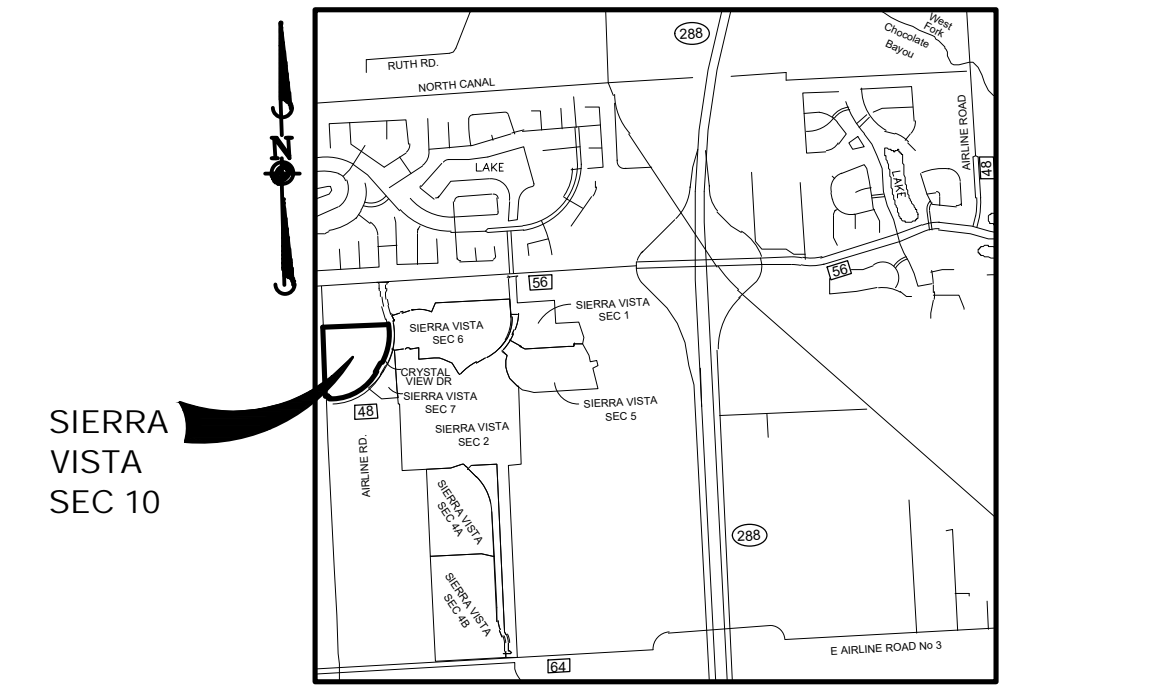
Sincerely,  
Adico, LLC



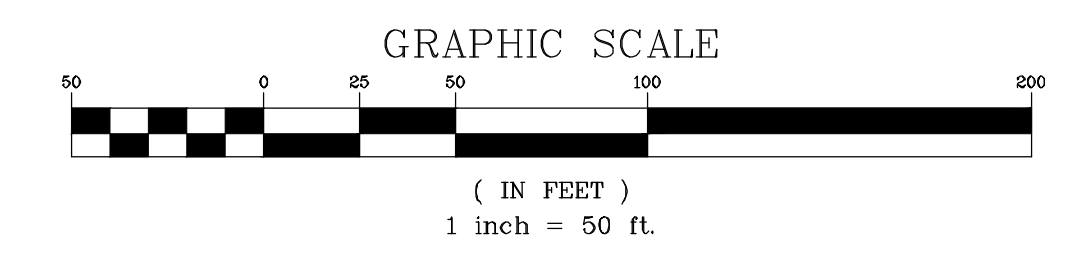
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-373

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To
A	6,039.31	0.1386	LANDSCAPE, OPEN SPACE AND UTILITIES
B	20,909.36	0.4800	LANDSCAPE, OPEN SPACE AND UTILITIES
C	6,343.69	0.1456	LANDSCAPE, OPEN SPACE AND UTILITIES
D	9,647.72	0.2215	LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	42,940.08	0.9857	



VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 691 M & R, 692 J & N  
1" = 2,640'



- ABBREVIATIONS**
- AE= AERIAL EASEMENT
  - DE= DRAINAGE EASEMENT
  - PAE= PRIVATE ACCESS EASEMENT
  - PUE= PUBLIC UTILITY EASEMENT
  - SSE= SANITARY SEWER EASEMENT
  - SSSE= STORM SEWER EASEMENT
  - UVE= UNOBSTRUCTED VISIBILITY EASEMENT
  - UE= UTILITY EASEMENT
  - WLE= WATER LINE EASEMENT
  - BL= BUILDING LINE
  - ROW= RIGHT-OF-WAY
  - BCCF= BRAZORIA COUNTY CLERK'S FILE
  - BCCR= BRAZORIA COUNTY DEED RECORDS
  - BCPR= BRAZORIA COUNTY PLAT RECORDS
  - BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
  - BCOPRRP= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
  - VOL., PG.\_= VOLUME, PAGE NUMBER
  - FND= FOUND
  - IRC= IRON ROD W/ CAP
  - = 5/8" IRON ROD WITH CAP TO BE SET
  - = STREET NAME CHANGE

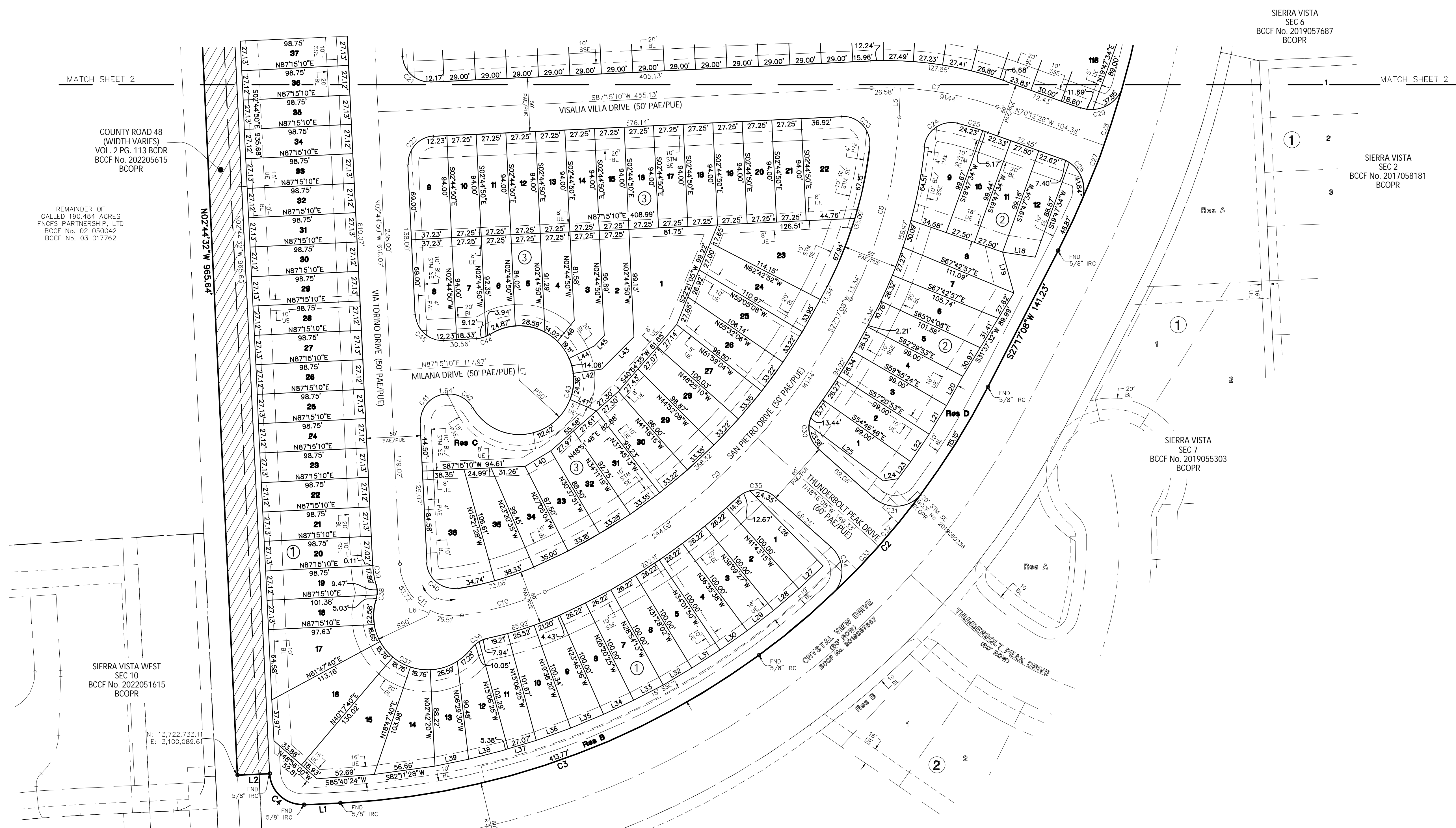
**FINAL PLAT  
SIERRA VISTA  
SEC 10**

A SUBDIVISION OF 16.61 ACRES OF LAND  
OUT OF THE  
H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288  
BRAZORIA COUNTY, TEXAS

166 LOTS    4 RESERVES    3 BLOCKS  
JULY 2024

**OWNER/  
DEVELOPER:** ASTRO SIERRA VISTA, L.P.  
A DELAWARE LIMITED PARTNERSHIP  
C/O STARWOOD LAND ADVISORS  
6310 CAPITAL DRIVE, SUITE 130  
LAKEWOOD RANCH, FLORIDA 34202

**ENGINEER/  
SURVEYOR:** **ELEVATION**  
land solutions  
TBPB REGISTRATION NUMBER F-22671  
5709 LAKESIDE BLVD., SUITE 200  
THE WOODLANDS, TX 77381 832-823-2200  
TBPB REGISTRATION NUMBER 10194692



REMAINDER OF  
CALLED 240.9 ACRES, TRACT II  
TO ASTRO SIERRA VISTA LP  
BY SPECIAL WARRANTY DEED  
BCCF No. 2021084558  
BCOPR

COUNTY ROAD 48  
(WIDTH VARIES)  
VOL. 2 PG. 113 BCCR  
BCCF No. 2022051615  
BCOPR

REMAINDER OF  
CALLED 190.484 ACRES  
FNOPS PARTNERSHIP, LTD  
BCCF No. 02 050042  
BCCF No. 03 017762

SIERRA VISTA WEST  
SEC 10  
BCCF No. 2022051615  
BCOPR

N: 13,722,733.11  
E: 3,100,089.61

FINAL PLAT NOTES:

- 1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 10/16/2023.
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 32 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1:00013789.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15:000.
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIUM OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 4803900115K, DATED DECEMBER 30, 2020.
9. EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
10. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
11. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
12. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBTAINED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.

- 17. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 32.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
25. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
27. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
28. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
29. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
31. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
32. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BY THE CITY OF IOWA COLONY, TX, LAND TEXAS STERLING LAKES SOUTH L.L.C., AND MCALISTER OPPORTUNITY FUND 2012, L.P. AND AS AMENDED.
33. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
34. THE DRAFT OF ANY PROTECTIVE COVENANTS WHEREBY THE SUBDIVIDER PROPOSES TO REGULATE THE USE OF THE LAND WITHIN THE SUBDIVISION PROVIDED, HOWEVER, RESTRICTIVE COVENANTS, CONDITIONS, OR LIMITATIONS SHALL NEVER BE LESS THAN THE MINIMUM REQUIREMENTS OF THE CITY UNDER THE TERMS OF THIS ORDINANCE OR OTHER CITY ORDINANCES.

BRAZORIA COUNTY DRAINAGE DISTRICT No. 5 FINAL PLAT AND CONSTRUCTION NOTES

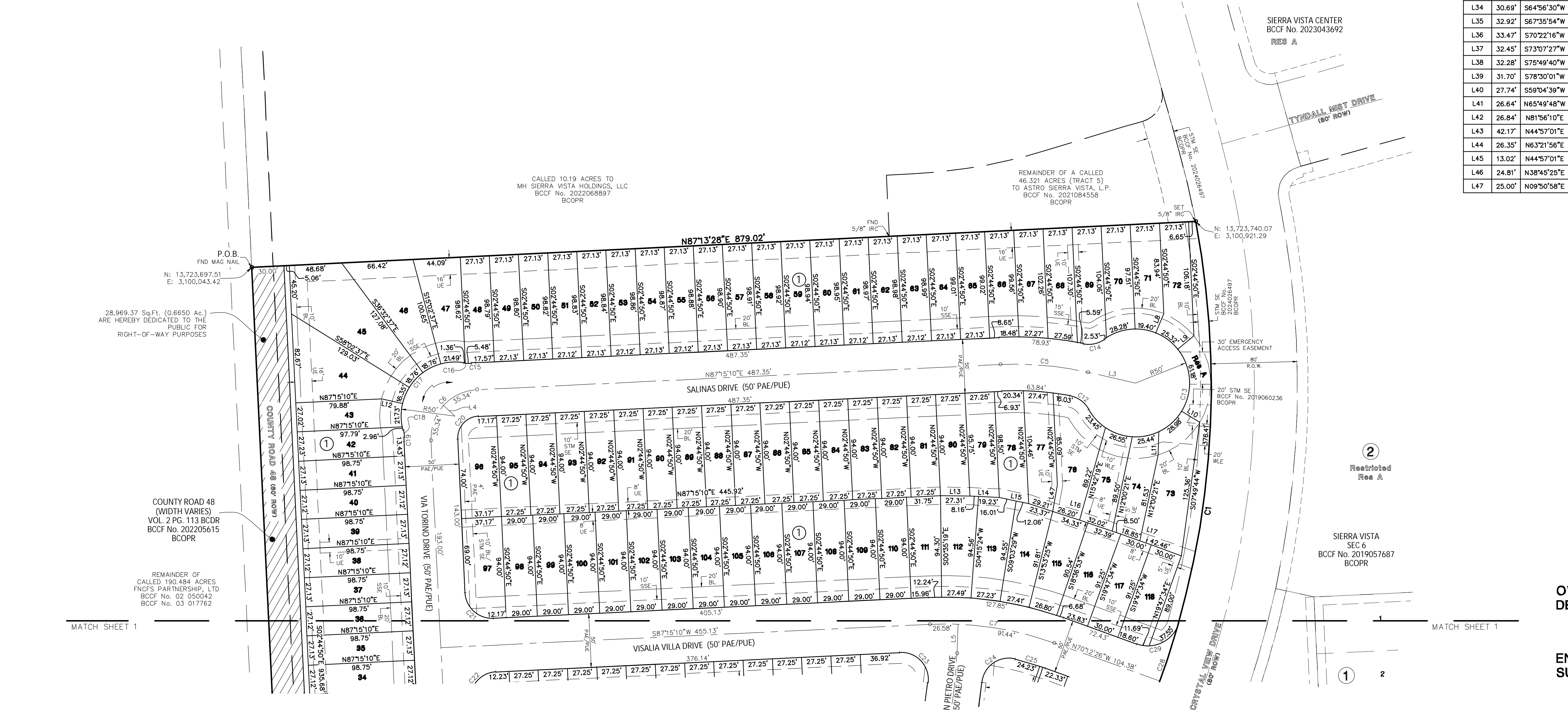
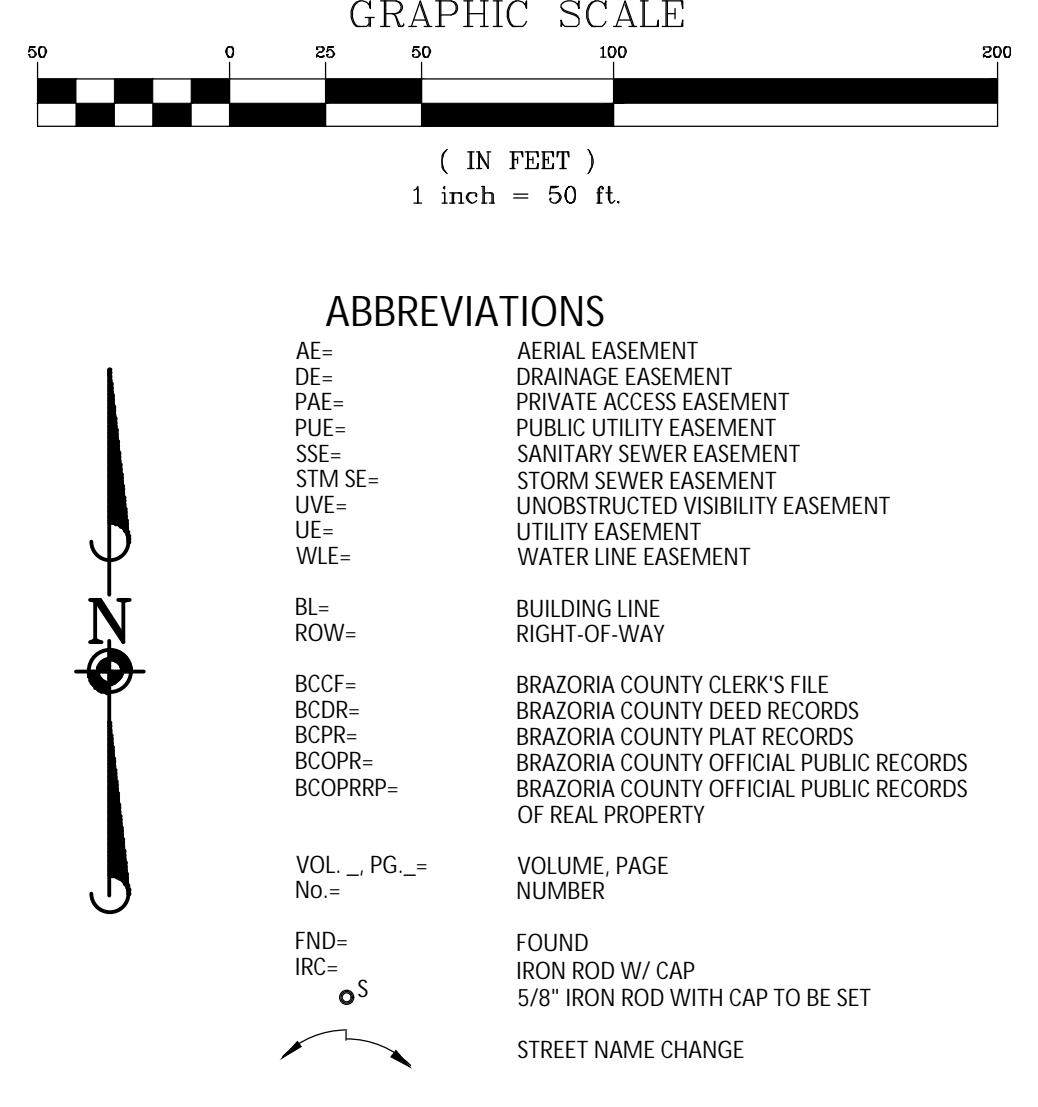
- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 12-INCHES ABOVE CROWN OF ROAD OR BASE FLOOD ELEVATION.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
7. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
8. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO.2007-08).
9. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
10. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
11. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT NUMBER AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
12. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 DEDICATED DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
13. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE DISTRICT #5 MANUAL SECTION 1, INTRODUCTION; SUB-SECTION 1.5, PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

Curve Table with columns: Curve #, Length, Radius, Delta, CHORD LENGTH, CHORD BEARING. Contains curves C1 through C25.

Curve Table with columns: Curve #, Length, Radius, Delta, CHORD LENGTH, CHORD BEARING. Contains curves C26 through C45.

Line Table with columns: Line #, Length, Direction. Contains lines L1 through L47.

Reserve Area Table with columns: Reserve Letter, Area (Sq Ft), Area (Ac), Usage Restricted To. Contains reserves A, B, C, D.



FINAL PLAT SIERRA VISTA SEC 10. A SUBDIVISION OF 16.61 ACRES OF LAND OUT OF THE H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288 BRAZORIA COUNTY, TEXAS. 166 LOTS 4 RESERVES 3 BLOCKS JULY 2024. OWNER/DEVELOPER: ASTRO SIERRA VISTA, L.P. A DELAWARE LIMITED PARTNERSHIP C/O STARWOOD LAND ADVISORS 6310 CAPITAL DRIVE, SUITE 130 LAKEWOOD RANCH, FLORIDA 34202. ENGINEER/SURVEYOR: ELEVATION land solutions.



STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 16.61 acre (723,719 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 51, Abstract No. 288, in Brazoria County, Texas, being a portion of the remainder of a called 118.733 acre tract (Tract 1) conveyed to Astro Sierra Vista, L.P. by deed recorded in Clerk's File No. 2021084558, Brazoria County Official Public Records, and being a portion of the remainder of a called 46.321 acre tract (Tract 5) conveyed to Astro Sierra Vista, L.P. by deed recorded in Clerk's File No. 2021084558, Brazoria County Official Public Records; said 16.61 acre (723,719 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a mag nail found, being the southwest corner of a called 10.19 acre tract conveyed to MH Sierra Vista Holdings, LLC by deed recorded in Clerk's File No. 2022068897, Brazoria County Official Public Records, and being on the centerline of County Road 48 (40 foot right-of-way) per deed recorded in Volume 2, Page 113, Brazoria County Deed Records;

THENCE, North 87°13'28" East, along the south line of said called 10.19 acre tract, at 593.84 feet passing a 5/8-inch iron rod found, being the southerly southeast corner of said called 10.19 acre tract, continuing in all a total distance of 879.02 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being on the west right-of-way line of Crystal View Drive (right-of-way width varies) according to the plat thereof recorded in Clerk's File No. 2019057667, Brazoria County Official Public Records, and being the beginning of a curve to the right;

THENCE, along the west right-of-way line of said Crystal View Drive, the following seven (7) courses and distances:

- 1. Along said curve to the right in a southerly direction, with a radius of 810.00 feet, a central angle of 38°10'11", an arc length of 539.61 feet, and a chord bearing South 08°12'03" West, 529.69 feet to a 5/8-inch iron rod found;
2. South 27°17'08" West, 141.23 feet to a 5/8-inch iron rod found, being the beginning of a curve to the right;
3. Along said curve to the right in a southwesterly direction, with a radius of 710.00 feet, a central angle of 26°26'48", an arc length of 327.72 feet, and a chord bearing South 40°30'32" West, 324.82 feet to a 5/8-inch iron rod found, being the beginning of a compound curve to the right;
4. Along said compound curve to the right in a westerly direction, with a radius of 710.00 feet, a central angle of 33°23'26", an arc length of 413.77 feet, and a chord bearing South 70°33'26" West, 407.94 feet to a 5/8-inch iron rod found;
5. South 87°15'10" West, 34.49 feet to a 5/8-inch iron rod found, being the beginning of a curve to the right;
6. Along said curve to the right in a northwesterly direction, with a radius of 30.00 feet, a central angle of 90°00'35", an arc length of 47.13 feet, and a chord bearing North 47°44'41" West, 42.43 feet to a 5/8-inch iron rod found;
7. South 87°15'28" West, at 10.00 feet passing a 5/8-inch iron rod found, being on the east right-of-way line of said County Road 48, continuing in all a total distance of 30.00 feet to the centerline of said County Road 48, being the west line of said called 46.321 acre tract;

THENCE, North 02°44'32" West, along the centerline of said County Road 48 and along the west line of said called 46.321 acre tract, 965.64 feet to the POINT OF BEGINNING, CONTAINING 16.61 acres (723,719 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 16.61 Acre tract described in the above and foregoing map of SIERRA VISTA SEC 10, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of SIERRA VISTA SEC 10, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ASTRO SIERRA VISTA, L.P.,
A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC,
a Delaware limited liability company,
its General Partner

By: Brian Stidham
Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Wil Kennedy
Mayor

McLean Barnett

Arnetta Hicks-Murray

Marquette Greene-Scott

Timothy Varlack

Sydney Hargrader

Kareem Boyce

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

David Hurst
Chairman

Warren Davis

Les Hosey

Robert Wall

Brenda Dillon

Brian Johnson

Terry Hayes

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Paul R. Bretherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dinh V. Ho, P.E.

FINAL PLAT
SIERRA VISTA
SEC 10

A SUBDIVISION OF 16.61 ACRES OF LAND
OUT OF THE
H.T. & B.R.R. CO., SECTION 51, SURVEY, A-288
BRAZORIA COUNTY, TEXAS

166 LOTS 4 RESERVES 3 BLOCKS
JULY 2024

OWNER/
DEVELOPER: ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/
SURVEYOR: ELEVATION
land solutions
TBPB REGISTRATION NUMBER F-22671
1009 LAKEWOOD BLVD., SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692

Commissioner's signature for final approval:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E.
President

Kerry Osburn
Vice President

Brandon Middleton
Secretary/Treasurer

Dinh V. Ho, P.E.
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected

Monday, September 23, 2024

Lacey Bell  
LJA Engineering  
1904 W Grand Parkway N, Suite 100  
Katy, TX 77449

Re: Caldwell Lakes Section 1 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 3565  
ALLC Project No. 16007-2-349

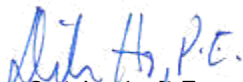
Dear Ms. Bell:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Caldwell Lakes Section 1 Final Plat, received on or about September 23, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objections to the final plat as resubmitted on September 23, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 24, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

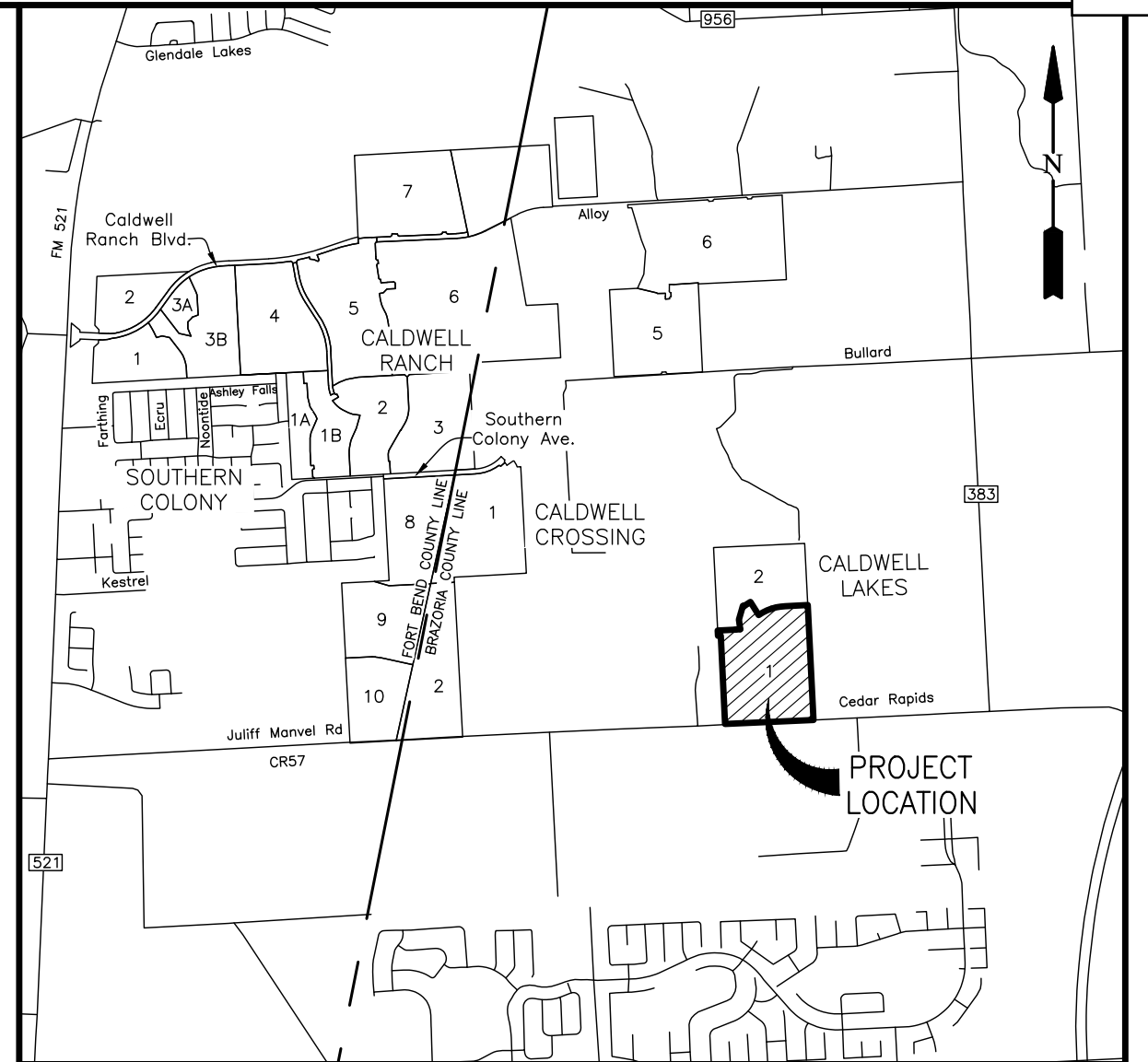
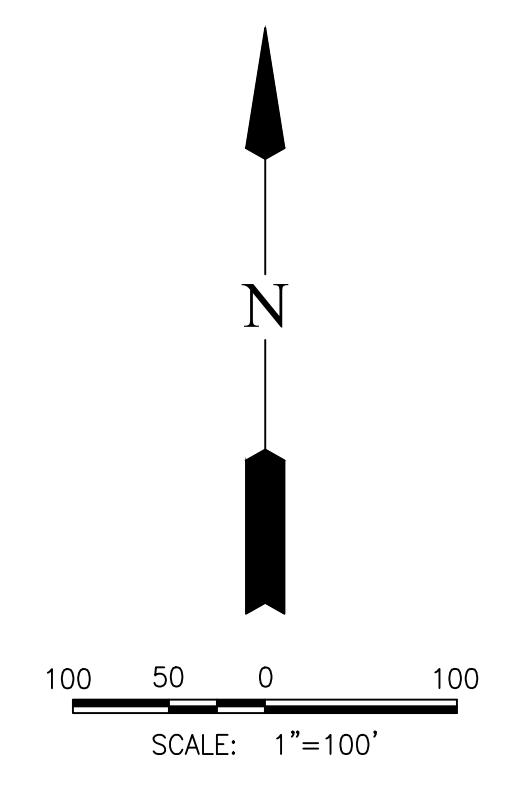
Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-349





VICINITY MAP  
SCALE: 1" = 1/2 MILE

KEY MAP NO. 691D/692A

LEGEND

- AC. INDICATES ACRES
- A.E. INDICATES AERIAL EASEMENT
- B.C.C.F. INDICATES BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. INDICATES BRAZORIA COUNTY DEED RECORDS
- B.C.O.R. INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
- B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS
- B.L. INDICATES BUILDING LINE
- D.E. INDICATES DRAINAGE EASEMENT
- E.E. INDICATES ELECTRICAL EASEMENT
- F.N. INDICATES FILE NUMBER
- FND. INDICATES FOUND
- I.R. INDICATES IRON ROD
- NO. INDICATES NUMBER
- O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
- PD&Z INDICATES PLANNING, DEVELOPMENT & ZONING
- PG. INDICATES PAGE
- P.O.B. INDICATES POINT OF BEGINNING
- RES. INDICATES RESERVE
- R.O.W. INDICATES RIGHT-OF-WAY
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- ST.M.S.E. INDICATES STORM SEWER EASEMENT
- SQ. FT. INDICATES SQUARE FEET
- U.E. INDICATES UTILITY EASEMENT
- VOL. INDICATES VOLUME
- W.L.E. INDICATES WATER LINE EASEMENT
- INDICATES PROPOSED STREET LIGHT
- INDICATES STREET NAME CHANGE
- INDICATES CENTERLINE

FINAL PLAT OF  
CALDWELL LAKES  
SECTION 1

A SUBDIVISION OF 49.635 ACRES OF LAND SITUATED IN THE  
H.T. & B.R.R. CO. SURVEY 58, ABSTRACT 516, CITY OF IOWA COLONY, BRAZORIA COUNTY,  
TEXAS.

138 LOTS 26 RESERVES (11.559 ACRES) 6 BLOCKS

AUGUST 21, 2024 JOB NO. 1931-8131

OWNERS:

D.R.HORTON-TEXAS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
ERNEST S. LOEB, ASSISTANT VICE PRESIDENT  
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407  
PH: 281-566-2100

SURVEYOR:  
**GBI PARTNERS**  
4724 VISTA ROAD PASADENA, TX 77505  
PHONE: 281-499-4539

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

JON P. BORDOVSKY, R.P.L.S., REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 8405  
KATHLEEN KINCHEN, P.E., LICENSED PROFESSIONAL ENGINEER TEXAS LICENSE NO. 136244

LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L1 to L50.

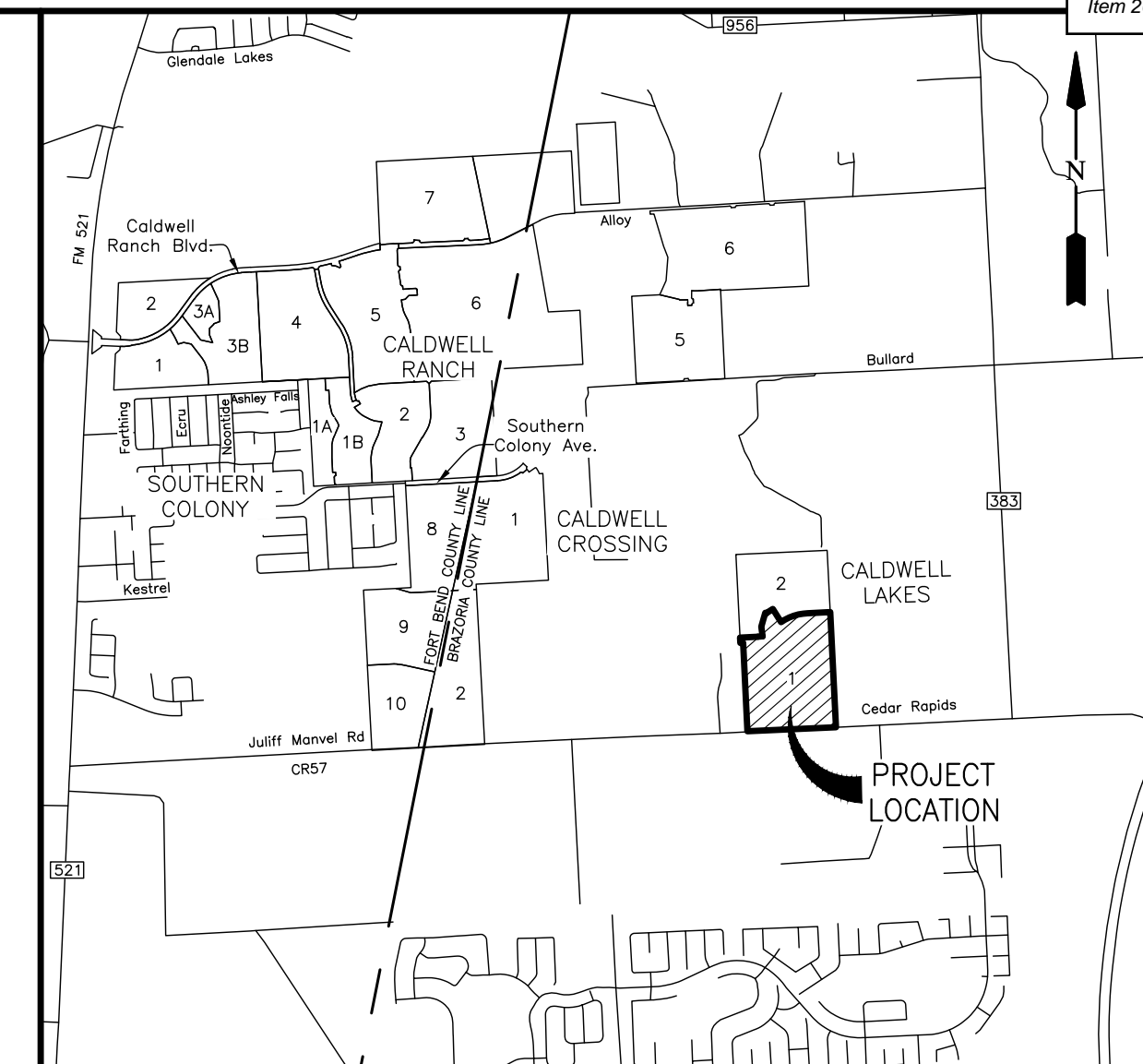
LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L51 to L100.

LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L101 to L150.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, ARC, CHORD BEARING, CHORD. Rows C1 to C56.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, ARC, CHORD BEARING, CHORD. Rows C57 to C111.

RESERVE TABLE with columns: RESERVE, ACREAGE, SQ.FT., TYPE. Rows A to Z and TOTAL.



VICINITY MAP SCALE: 1" = 1/2 MILE KEY MAP NO. 691D/692A

LOT AREA TABLE BLOCK 1 with columns: LOT NO., SQ.FT. Rows 1 to 7.

LOT AREA TABLE BLOCK 2 with columns: LOT NO., SQ.FT. Rows 1 to 31.

LOT AREA TABLE BLOCK 3 with columns: LOT NO., SQ.FT. Rows 1 to 15.

LOT AREA TABLE BLOCK 4 with columns: LOT NO., SQ.FT. Rows 1 to 24.

LOT AREA TABLE BLOCK 5 with columns: LOT NO., SQ.FT. Rows 1 to 26.

LOT AREA TABLE BLOCK 5 with columns: LOT NO., SQ.FT. Rows 27 to 52.

LOT AREA TABLE BLOCK 6 with columns: LOT NO., SQ.FT. Rows 1 to 9.

CALDWELL LAKES PARKLAND TABLE with columns: SECTION, NO. OF LOTS, PUBLIC PARK REQ., PRIVATE PARK DEDICATION, PRIVATE PARK CREDIT, PUBLIC PARK DED., PUBLIC PARK CREDIT, PARK CREDIT PROVIDED, REMAINING PARK CREDIT. Rows 1 to 7 and TOTAL.

FINAL PLAT OF CALDWELL LAKES SECTION 1. A SUBDIVISION OF 49.635 ACRES OF LAND SITUATED IN THE H.T. & B.R.R. CO. SURVEY 58, ABSTRACT 516, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS. Includes owner information for D.R. HORTON-TEXAS, LTD.

SURVEYOR: GBI PARTNERS and ENGINEER: LJA Engineering, Inc. with contact information for both firms.

September 23, 2024

Lacey Bell  
LJA Engineering  
1904 W Grand Parkway N, Suite 100  
Katy, TX 77449

Re: Caldwell Lakes Section 2 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 3564  
ALLC Project No. 16007-2-350

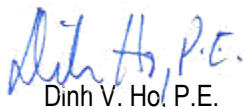
Dear Ms. Bell:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Caldwell Lakes Section 2 Final Plat, received on or about September 23, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objections to the final plat as resubmitted on September 23, 2024. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 24, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC



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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-350

STATE OF TEXAS  
COUNTY OF BRAZORIA

WE, D.R. HORTON—TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ERNEST S. LOEB, ASSISTANT VICE PRESIDENT, BEING AN OFFICER OF D.R. HORTON—TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS, HEREINAFTER REFERRED TO AS OWNERS OF THE 31.551 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF CALDWELL LAKES SECTION 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBTSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBTSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, D.R. HORTON—TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ERNEST S. LOEB, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY: D.R. HORTON—TEXAS, LTD.,  
A TEXAS LIMITED PARTNERSHIP

BY: ERNEST S. LOEB, ASSISTANT VICE PRESIDENT

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERNEST S. LOEB, ASSISTANT VICE PRESIDENT OF D.R. HORTON—TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

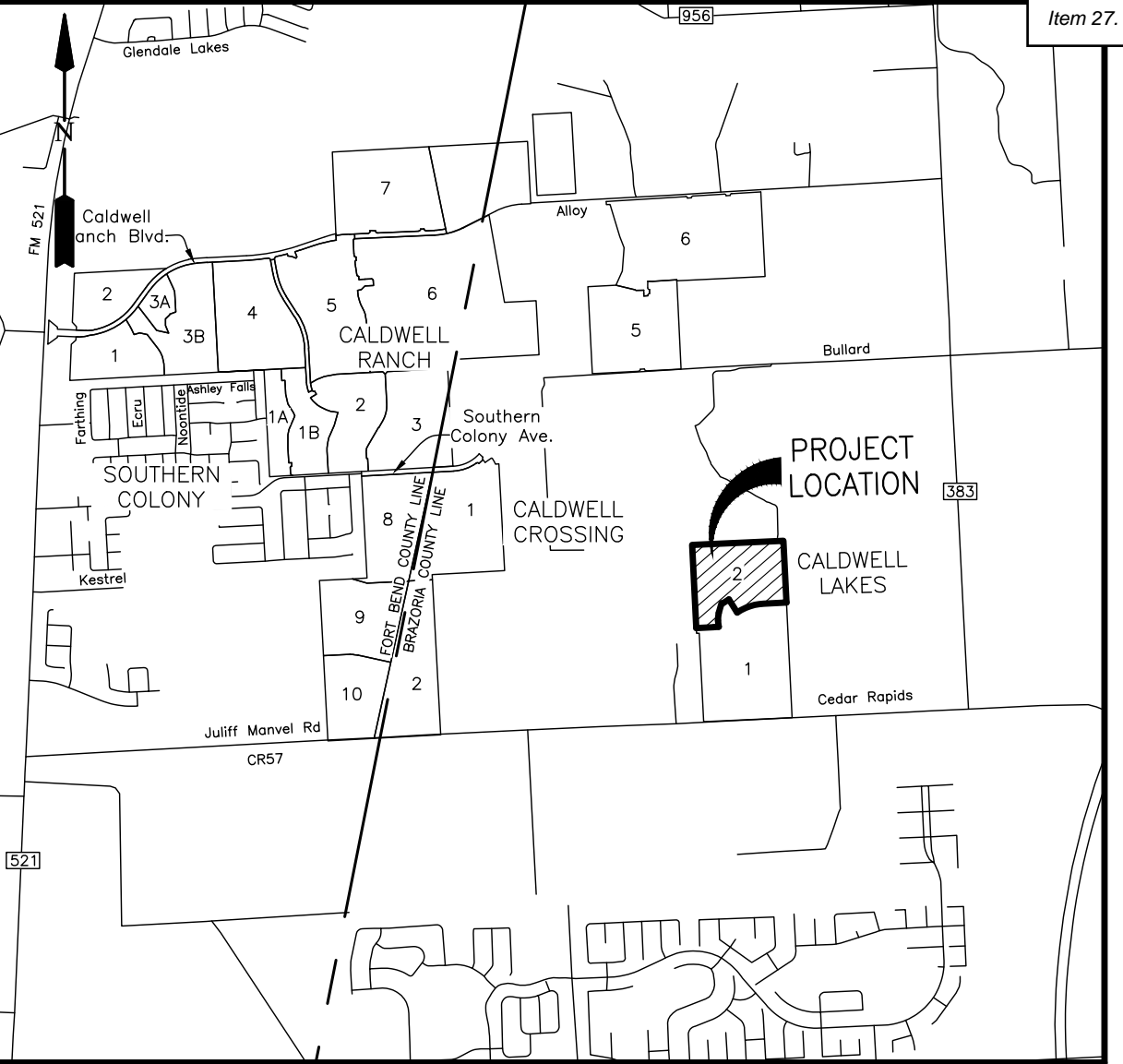
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BRAZORIA DRAINAGE DISTRICT NO. 5 NOTES:

- 1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
- 2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- 3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- 4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH THE EXCEPTION OF \_\_\_\_\_, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS, AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- 5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- 6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
- 7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 40.5 PERCENT. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
- 8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- 9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- 10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
- 11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
- 12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- 13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
- 14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
- 15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT.
- 16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 'DEDICATED' DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY, IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
- 17. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB -SECTION 1.5. PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

NOTES:

- 1. THIS PLAT LIES WITHIN BRAZORIA COUNTY, THE CITY OF IOWA COLONY, BRAZORIA COUNTY MUD 87, AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- 2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2023-0469, DATED DECEMBER 11, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- 3. THERE ARE NO VISIBLE PIPELINES WITHIN THIS PLAT.
- 4. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707.
- 5. T.B.M. = INDICATES TEMPORARY BENCHMARK; TBM "T" - MAG NAIL ON SOUTH SIDE OF ASPHALT ROAD JUST EAST OF GRAVEL DRIVE TO VACANT TRACT LOCATED AT THE NORTHEAST CORNER OF 920 JULIFF—MANVEL ROAD. ELEVATION = 59.67 (NAVD 88, GEOID 2018)
- 6. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
- 7. MONUMENTS SET AS EXTERIOR BOUNDARY MARKERS EITHER ARE OR WILL BE SET WITH THE MINIMUM OF FIVE EIGHTHS (5/8) INCH ROD OR THREE QUARTERS (3/4) INCH IRON PIPE AT LEAST THIRTY SIX (36) INCHES LONG, ENCASED IN CONCRETE FOR A MINIMUM OF EIGHTEEN (18) INCHES BELOW THE SURFACE OF THE GROUND.
- 8. ALL PERMANENT REFERENCE MONUMENTS ("PRM") ARE OR SHALL BE SET AT ALL BOUNDARY LINE ANGLE POINTS, BLOCK CORNERS, POINT OF CURVATURE, AND AT INTERVALS NOT TO EXCEED ONE THOUSAND (1,000) FEET. PERMANENT REFERENCE MONUMENTS SHALL CONFORM TO THE TEXAS PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES.
- 9. ALL MONUMENTS ARE OR WILL BE SET TO THE STANDARD OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
- 10. INTERIOR LOT CORNER MONUMENTS ARE OR WILL BE SET WITH A MINIMUM OF FIVE EIGHTHS (5/8) INCH IRON ROD AT LEAST THIRTY SIX (36) INCHES IN LENGTH.
- 11. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
- 12. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, BRAZORIA COUNTY, TEXAS, COMMUNITY PANEL NO. 48039C010SK DECEMBER 30, 2020, THE PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE.
- 13. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO. 5.
- 14. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- 15. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 16. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- 17. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
- 18. A MINIMUM OF FIVE (5) FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG THE STREETS AND SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- 19. THE OWNER WILL PROVIDE EASEMENTS FOR THE POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT.
- 20. THE OWNER WILL PROVIDE STREET NAMES SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 21. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVECT IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- 22. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 62.21 FEET ABOVE MEAN SEA LEVEL (NAVD83 DATUM). THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
- 23. THIS PLAT IS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON MAY 23, 2022 BETWEEN CITY OF IOWA COLONY; 258 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP; 608 COLONY INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP AND D.R. HORTON—TEXAS LTD., A TEXAS LIMITED PARTNERSHIP.
- 24. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
- 25. FINAL PLAT RECORDATION SHALL BE SUBJECT TO THE APPROVAL AND RECORDATION OF CALDWELL LAKES SECTION ONE.
- 26. RESERVES "A" AND "C" WILL BE MAINTAINED BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87. RESERVES "B", "D", "E", "F", AND "G" WILL BE MAINTAINED BY THE HOA.



VICINITY MAP  
SCALE: 1" = 1/2 MILE  
KEY MAP NO. 691D/692A

CITY OF IOWA COLONY APPROVAL

DAVID HURST, CHAIRMAN  
PLANNING & ZONING COMMISSION MEMBER  
ROBERT WALL  
PLANNING & ZONING COMMISSION MEMBER  
LES HOSEY  
PLANNING & ZONING COMMISSION MEMBER  
WARREN DAVIS JR.  
PLANNING & ZONING COMMISSION MEMBER  
BRENDA DILLON  
PLANNING & ZONING COMMISSION MEMBER  
BRIAN JOHNSON  
PLANNING & ZONING COMMISSION MEMBER  
TERRY HAYES  
PLANNING & ZONING COMMISSION MEMBER  
WIL KENNEDY, MAYOR  
MCLEAN BARNETT, COUNCIL MEMBER  
ARNETTA HICKS—MURRAY, COUNCIL MEMBER  
MARQUETTE GREENE—SCOTT, COUNCIL MEMBER  
TIM VARLACK, COUNCIL MEMBER  
KAREEM BOYCE, COUNCIL MEMBER  
SYDNEY HARGRODER, COUNCIL MEMBER  
DINH HO P.E., CITY ENGINEER

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Table with columns for Name, Title, Date, and Signature for Lee Walden (President), Kerry Osburn (Vice President), Brandon Middleton (Secretary/Treasurer), and Nazar Sabti (District Engineer).

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM HERE SHOWN. CONTINUOUS AND REASONABLE FIELD WORK IS EXPECTED.

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 6)

\*NOT INTENDED FOR RECORDATION\*

JON P. BORDOVSKY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6405



I, ABEL GALLEGOS, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF BRAZORIA COUNTY, TEXAS, TO THE BEST OF MY KNOWLEDGE.

ABEL GALLEGOS, P.E.  
LICENSED PROFESSIONAL ENGINEER  
TEXAS LICENSE NO. 150373



Table titled 'MINIMUM FINISH FLOOR ELEVATION' with columns for Block and Elevation. Block 1-3 has an elevation of 62.21 feet.

THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 62.21 FEET ABOVE MEAN SEA LEVEL (NAVD83 DATUM). IN ADDITION, NO TOP OF SLAB ELEVATION SHALL BE LESS THAN (24) INCHES ABOVE THE LOWEST TOP OF CURB ADJACENT TO THE LOT IN WHICH IT LIES. IN THE ABSENCE OF A CURB, THE TOP OF SLAB ELEVATION SHALL BE NO LESS THAN (24) INCHES ABOVE THE HIGHEST NATURAL GROUND ALONG THE PERIMETER OF THE BUILDING FOUNDATION AND (12) INCHES ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT, WHICHEVER IS HIGHER.

Logos for GBI and GBI Partners (Surveyor) and LJA Engineering, Inc. (Engineer). Includes contact information for both firms.

P.O.B.  
NAD83 GRID COORDINATES  
X=3,099,889.08  
Y=1,373,239.93

ASTRO SIERRA VISTA LP  
DOC. No. 2021084557  
B.C.D.R.

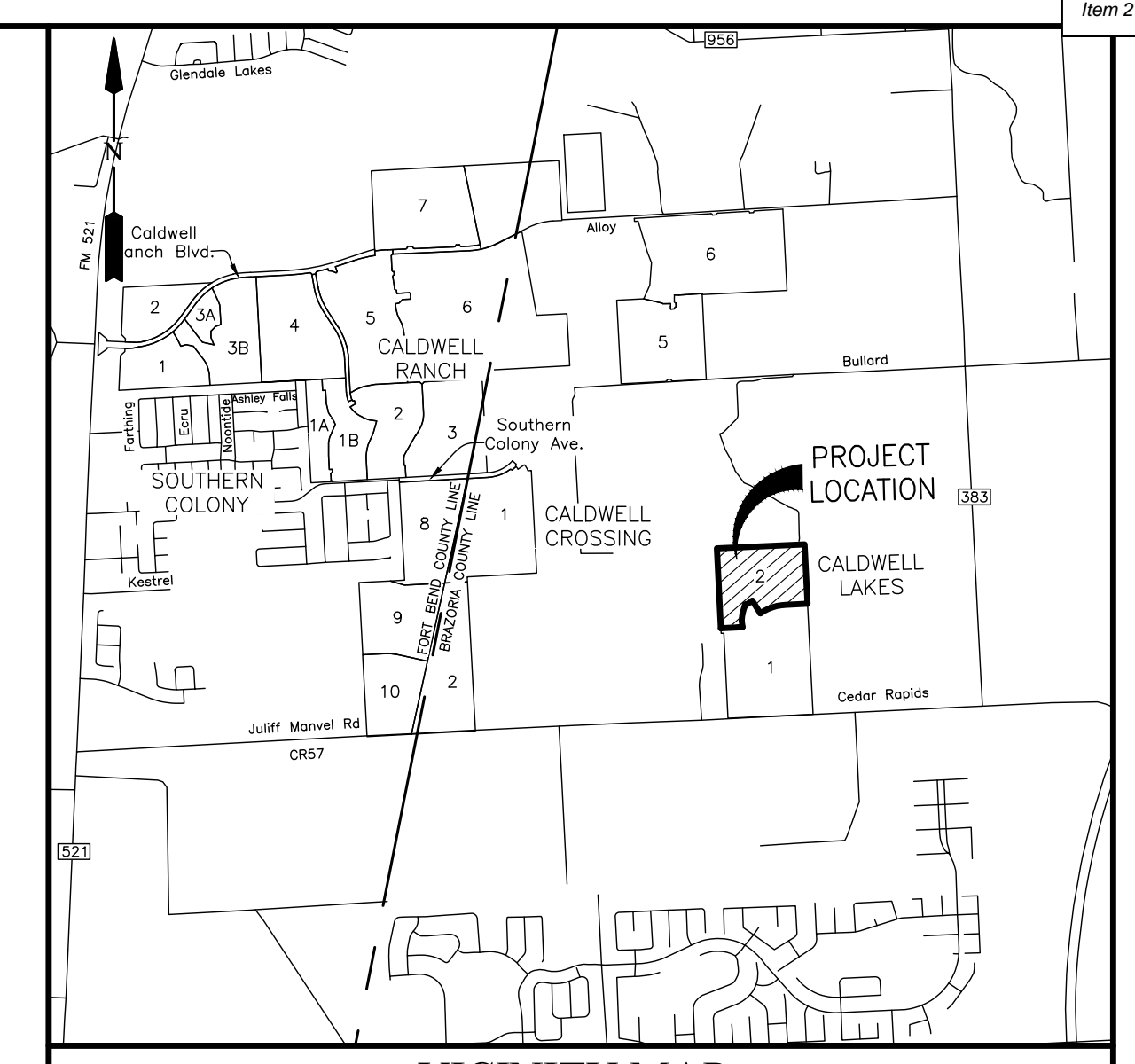
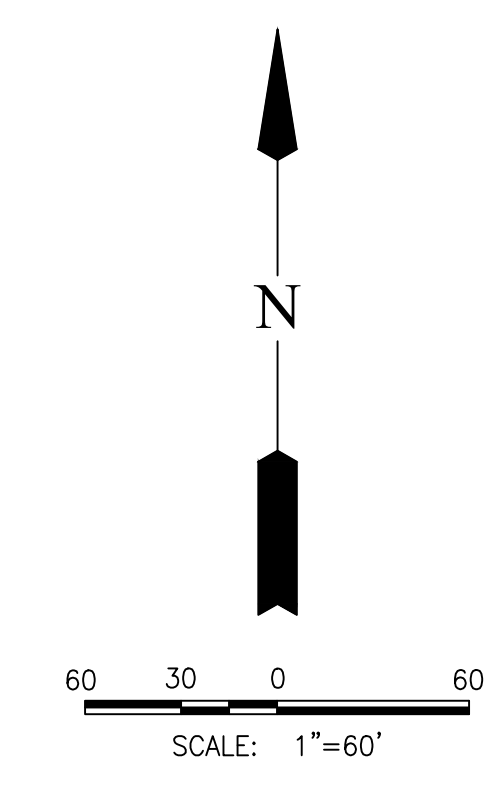
608 COLONY INVESTMENTS LTD.  
DOC. No. 2021062781  
B.C.D.R.

LGI HOMES, LLC  
FILE No. 20-062462  
O.P.R.B.C.

40ESMT BRAZORIA COUNTY M.U.D. No. 31  
FILE No. 2014018228  
O.P.R.B.C.

ASTRO, STERLING LAKES NORTH L.P.  
FILE No. 20210854511  
O.P.R.B.C.

40ESMT BRAZORIA COUNTY M.U.D. No. 31  
FILE No. 2014018228  
O.P.R.B.C.  
CALL 98-190 ACRES  
LGI HOMES, LLC  
FILE No. 20-062462  
O.P.R.B.C.



VICINITY MAP  
SCALE: 1" = 1/2 MILE  
KEY MAP NO. 691D/692A

- LEGEND**
- AC. INDICATES ACRES
  - A.E. INDICATES AERIAL EASEMENT
  - B.C.C.F. INDICATES BRAZORIA COUNTY CLERK'S FILE
  - B.C.D.R. INDICATES BRAZORIA COUNTY DEED RECORDS
  - B.C.O.R. INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
  - B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
  - B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS
  - B.L. INDICATES BUILDING LINE
  - D.E. INDICATES DRAINAGE EASEMENT
  - E.E. INDICATES ELECTRICAL EASEMENT
  - F.N. INDICATES FILE NUMBER
  - FND. INDICATES FOUND
  - I.R. INDICATES IRON ROD
  - NO. INDICATES NUMBER
  - O.P.R.B.C. INDICATES OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
  - PG. INDICATES PAGE
  - P.O.B. INDICATES POINT OF BEGINNING
  - RES. INDICATES RESERVE
  - R.O.W. INDICATES RIGHT-OF-WAY
  - S.S.E. INDICATES SANITARY SEWER EASEMENT
  - STM.S.E. INDICATES STORM SEWER EASEMENT
  - SQ. FT. INDICATES SQUARE FEET
  - U.E. INDICATES UTILITY EASEMENT
  - VOL. INDICATES VOLUME
  - W.L.E. INDICATES WATER LINE EASEMENT
  - INDICATES PROPOSED STREET LIGHT
  - INDICATES STREET NAME CHANGE
  - INDICATES CENTERLINE

### FINAL PLAT OF CALDWELL LAKES SECTION 2

A SUBDIVISION OF 31.551 ACRES OF LAND SITUATED IN THE H.T. & B.R.R. CO. SURVEY 58, ABSTRACT 516, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

90 LOTS 7 RESERVES (9.684 ACRES) 3 BLOCKS  
APRIL 29, 2024 JOB NO. 1931-8132

OWNERS:  
**D.R. HORTON-TEXAS, LTD.,**  
A TEXAS LIMITED PARTNERSHIP  
ERNEST S. LOEB, ASSISTANT VICE PRESIDENT  
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407  
PH: 281-566-2100

**SURVEYOR:**  
**GBI PARTNERS**  
4724 VISTA ROAD PASADENA, TX 77505  
PHONE: 281-499-4539

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

JON P. BORDOVSKY, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 8405

KATHLEEN KINCHEN, P.E.  
LICENSED PROFESSIONAL ENGINEER  
TEXAS LICENSE NO. 136244



LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L1 to L30.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, ARC, CHORD BEARING, CHORD. Rows C1 to C30.

LOT AREA TABLE BLOCK 1 with columns: LOT NO., SQ.FT. Rows 1 to 14.

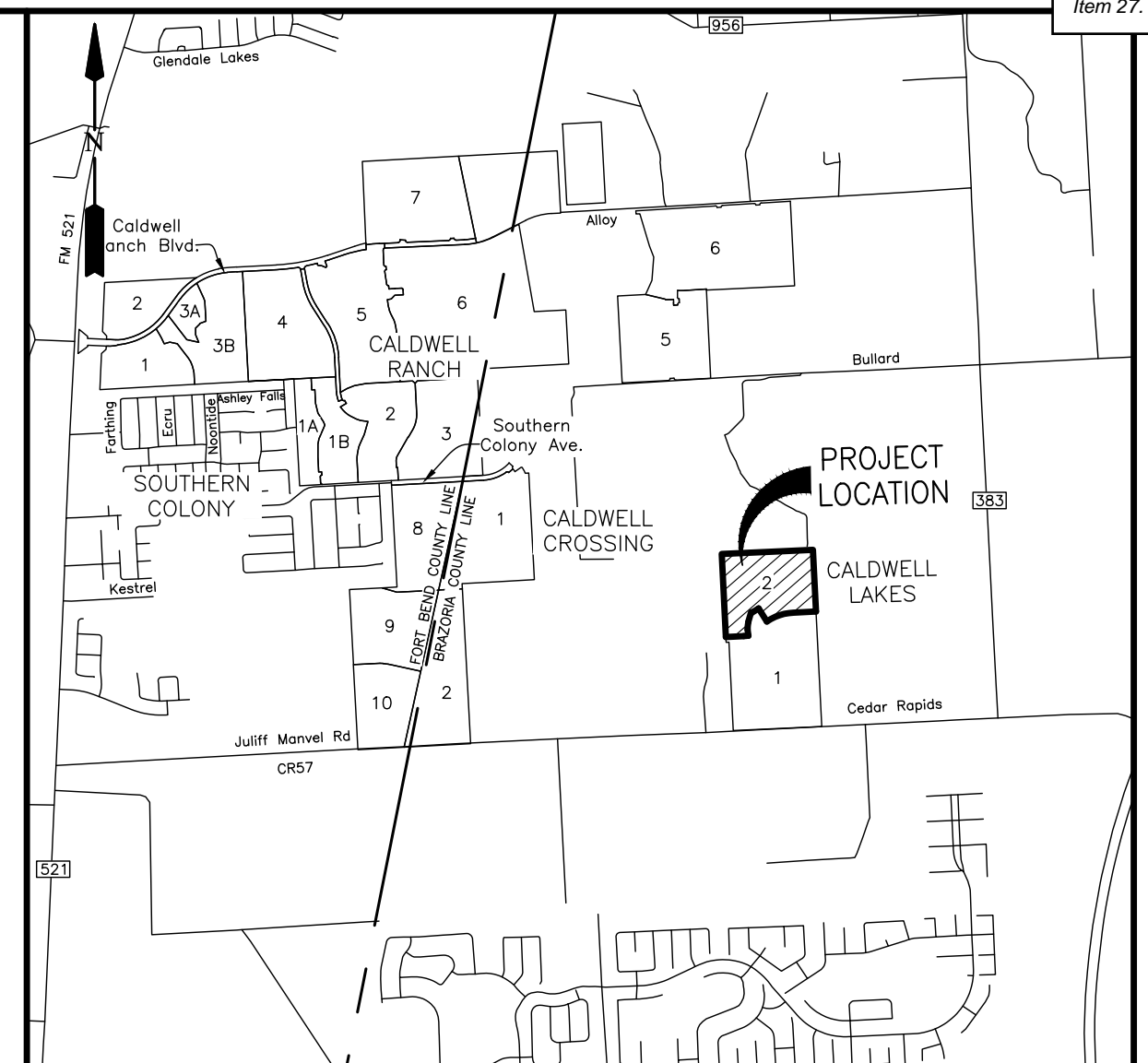
LOT AREA TABLE BLOCK 2 with columns: LOT NO., SQ.FT. Rows 1 to 17.

LOT AREA TABLE BLOCK 2 with columns: LOT NO., SQ.FT. Rows 18 to 34.

LOT AREA TABLE BLOCK 3 with columns: LOT NO., SQ.FT. Rows 1 to 21.

LOT AREA TABLE BLOCK 3 with columns: LOT NO., SQ.FT. Rows 22 to 42.

RESERVE TABLE with columns: RESERVE, ACREAGE, SQ.FT., TYPE. Rows A to G and TOTAL.



VICINITY MAP SCALE: 1" = 1/2 MILE KEY MAP NO. 691D/692A

BEING A TRACT CONTAINING 31.551 ACRES OF LAND, LOCATED IN THE H.T. & B.R.R. COMPANY SURVEY, LOT 58, ABSTRACT NUMBER 516, IN BRAZORIA COUNTY, TEXAS; SAID 31.551 ACRE TRACT BEING A PORTION OF A CALL 81.186 ACRE TRACT RECORDED IN THE NAME OF 608 COLONY INVESTMENTS, LTD. IN FILE NUMBER 2021062744 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY (O.P.R.B.C.); SAID 31.551 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID 81.186 ACRE TRACT, NORTHEASTERLY CORNER OF A CALL 58.82 ACRE TRACT STYLED AS PARCEL B AND RECORDED IN THE NAME OF ASTRO STERLING LAKES NORTH, L.P. IN FILE NUMBER 2021084557 OF THE O.P.R.B.C., AND BEING ON THE SOUTHERLY LINE OF A CALL 306.158 ACRE TRACT STYLED AS PARCEL 3 AND RECORDED IN THE NAME OF 608 COLONY INVESTMENTS, LTD. IN FILE NUMBER 2021062781 OF THE O.P.R.B.C.;

THENCE, WITH THE SOUTHERLY LINE OF SAID 306.158 ACRE TRACT AND THE NORTHERLY LINE OF SAID 81.186 ACRE TRACT, NORTH 87 DEGREES 22 MINUTES 47 SECONDS EAST, A DISTANCE OF 1360.37 FEET TO THE NORTHEASTERLY CORNER OF SAID 81.186 ACRE TRACT; THE SOUTHEASTERLY CORNER OF SAID 306.158 ACRE TRACT AND THE WESTERLY LINE OF A CALL 98.190 ACRE TRACT RECORDED IN THE NAME OF LGI HOMES-TEXAS, LLC IN FILE NUMBER 2020062462 OF THE O.P.R.B.C.;

THENCE, WITH SAID WESTERLY LINE, SOUTH 02 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 921.47 FEET;

THENCE, LEAVING SAID LINE, THROUGH AND ACROSS AFORESAID 81.186 ACRE TRACT, THE FOLLOWING FIFTEEN (15) COURSES:

- SOUTH 87 DEGREES 08 MINUTES 55 SECONDS WEST, A DISTANCE OF 337.15 FEET; SOUTH 85 DEGREES 04 MINUTES 05 SECONDS WEST, A DISTANCE OF 68.70 FEET; SOUTH 79 DEGREES 48 MINUTES 29 SECONDS WEST, A DISTANCE OF 69.79 FEET; SOUTH 74 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 69.79 FEET; SOUTH 69 DEGREES 08 MINUTES 31 SECONDS WEST, A DISTANCE OF 69.79 FEET; SOUTH 63 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 75.20 FEET; SOUTH 57 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 70.00 FEET; NORTH 32 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 230.69 FEET; SOUTH 57 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 115.00 FEET; NORTH 77 DEGREES 06 MINUTES 38 SECONDS WEST, A DISTANCE OF 14.14 FEET; SOUTH 16 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 150.72 FEET;

112.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 823.00 FEET, A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 42 SECONDS AND A CHORD THAT BEARS SOUTH 05 DEGREES 43 MINUTES 55 SECONDS WEST, A DISTANCE OF 112.36 FEET;

SOUTH 07 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 94.24 FEET; 70.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 38 MINUTES 19 SECONDS AND A CHORD THAT BEARS SOUTH 84 DEGREES 50 MINUTES 45 SECOND WEST, A DISTANCE OF 70.42 FEET;

SOUTH 87 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 266.01 FEET TO THE WESTERLY LINE OF SAID 81.186 ACRE TRACT AND THE EASTERLY LINE OF AFORESAID 58.82 ACRE TRACT;

THENCE, WITH SAID EASTERLY LINE, NORTH 02 DEGREES 50 MINUTES 05 SECONDS WEST, A DISTANCE OF 1240.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.551 ACRES OF LAND.

CALDWELL LAKES PARKLAND TABLE with columns: SECTION, NO. OF LOTS, PUBLIC PARK REQ., PRIVATE PARK DEDICATION, PRIVATE PARK CREDIT, PUBLIC PARK DEDICATION, PUBLIC PARK CREDIT, PARK CREDIT PROVIDED, REMAINING PARK CREDIT. Rows 1 to 7 and TOTAL.

FINAL PLAT OF CALDWELL LAKES SECTION 2. A SUBDIVISION OF 31.551 ACRES OF LAND SITUATED IN THE H.T. & B.R.R. CO. SURVEY 58, ABSTRACT 516, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS. 90 LOTS 7 RESERVES (9.684 ACRES) 3 BLOCKS. APRIL 29, 2024 JOB NO. 1931-8132 OWNERS: D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP ERNEST S. LOEB, ASSISTANT VICE PRESIDENT 6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407 PH: 281-566-2100

SURVEYOR: GBI PARTNERS 4724 VISTA ROAD PASADENA, TX 77305 PHONE: 281-499-4539 ENGINEER: LJA Engineering, Inc. 1904 W. Grand Parkway North Suite 100 Katy, Texas 77449 Phone 713.953.5200 Fax 713.953.5026 FRN-F-1386

Thursday, September 12, 2024

Levi Morales  
DHI Engineering, LLC  
6744 Horton Vista Dr.  
Richmond, TX 77407  
[wmorales@dhiengineering.com](mailto:wmorales@dhiengineering.com)

Re: Caldwell Crossing Section 3 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4280  
ALLC Project No. 16007-2-383

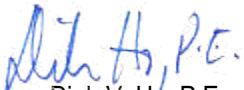
Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 3 Final Plat, received on or about September 3, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 3, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024 for consideration at the October 1, 2024, Planning and Zoning meeting.

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

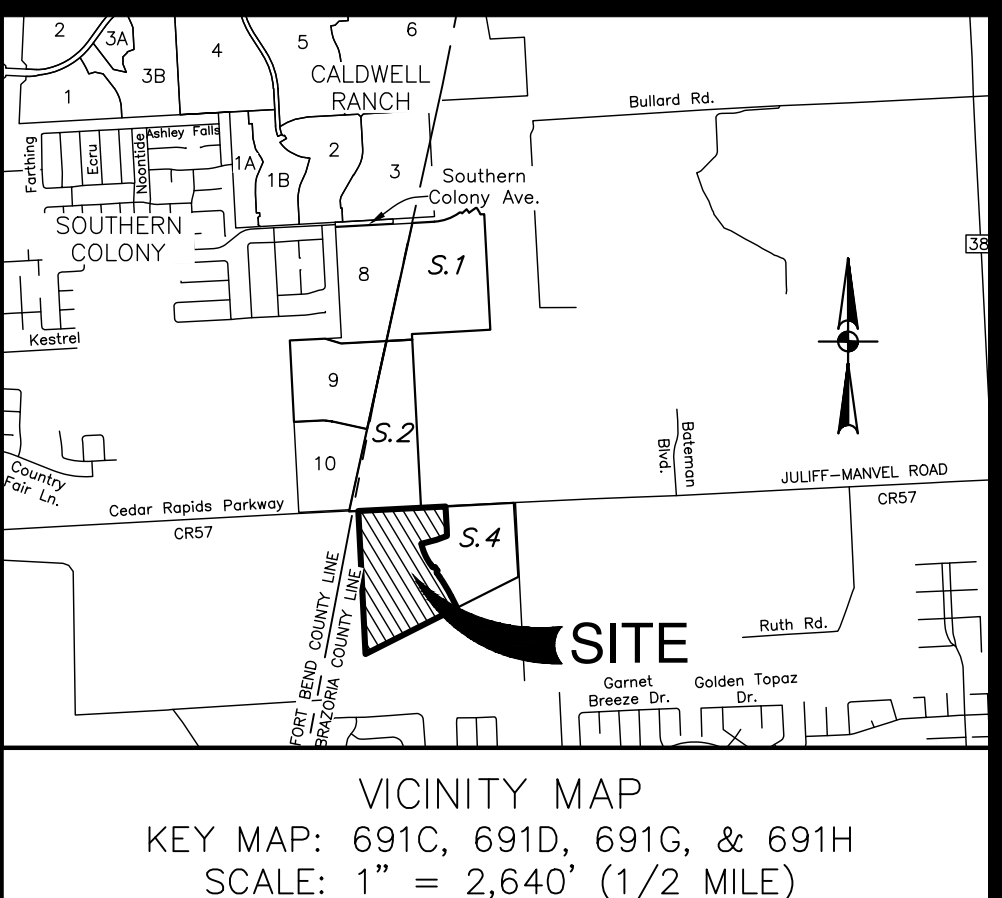
Sincerely,  
Adico, LLC



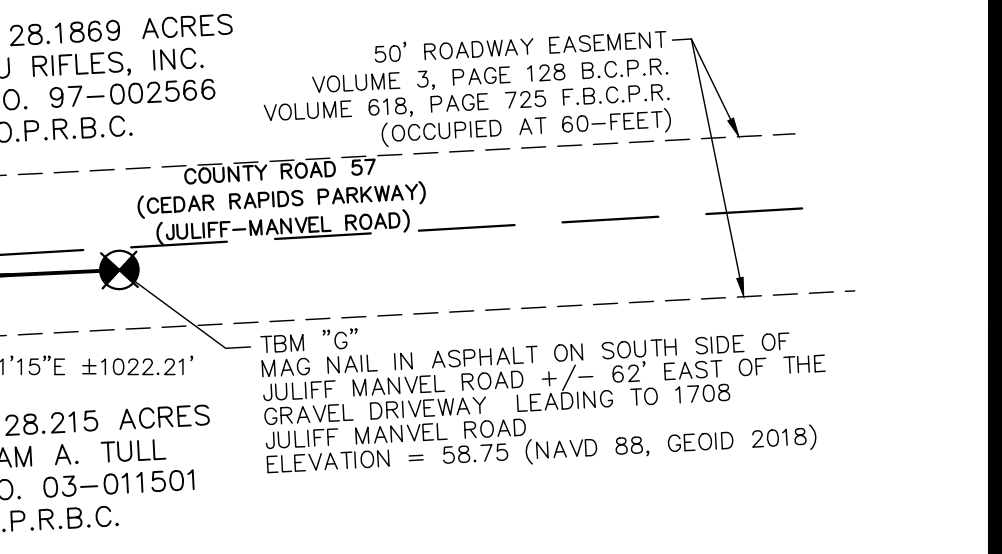
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-383





LEGEND table with symbols for iron rods, acreage, easements, and other survey features.



FINAL PLAT OF CALDWELL CROSSING SECTION 3

A SUBDIVISION OF 43.780 ACRES BEING A PARTIAL REPLAT OF LOTS 53 AND 54 IN THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R. LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE 70 SINGLE FAMILY LOTS AND 12 RESERVES. 70 LOTS 12 RESERVES 4 BLOCKS SCALE: 1"= 60' JANUARY 18, 2024

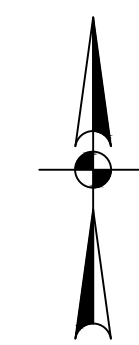
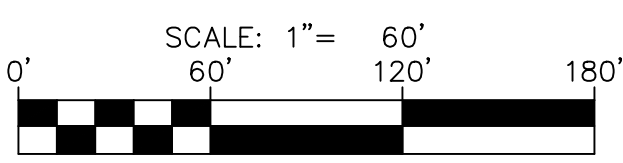
OWNER: D.R. HORTON - TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP 6744 HORTON VISTA DRIVE, SUITE 100 RICHMOND, TEXAS 77407 (281) 556-2100

PREPARED BY:



DHI Engineering, LLC 6744 HORTON VISTA DR., SUITE 100 RICHMOND, TX 77407 TBP REG. NO. F-19561

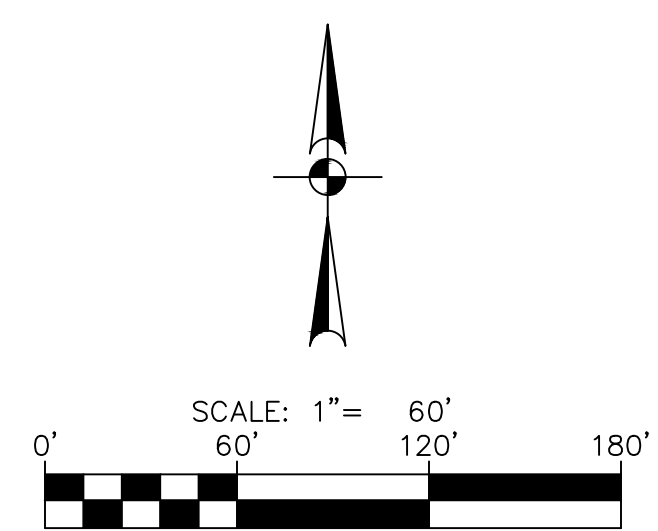
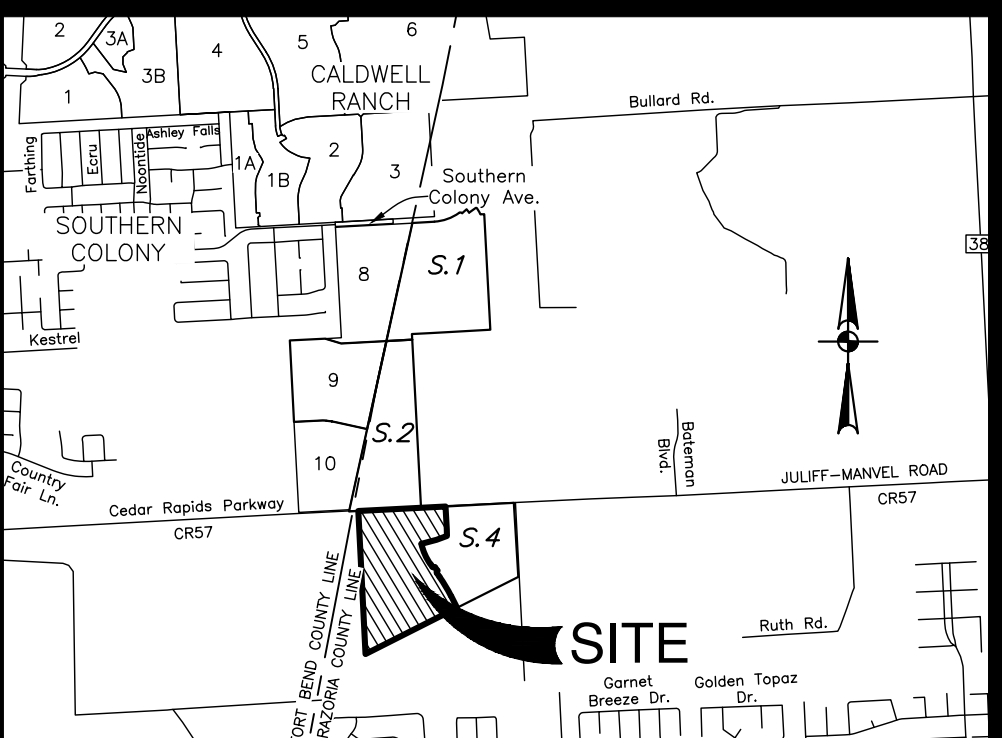
SURVEYOR: GBI PARTNERS 4724 VISTA ROAD TSPELS FIRM #10130300 PASADENA, TX 77505 GBSurvey@GBISurvey.com PHONE: 281-499-4539 www.GBISurvey.com



Plot: Sep\_03\_2024\_4:07pm User: ID: W.Morales File: C:\Users\W.Morales\AppData\Local\Temp\AcadPlot\18920\Caldwell Crossing Section 3\_Final\_Plat-Plt.dwg

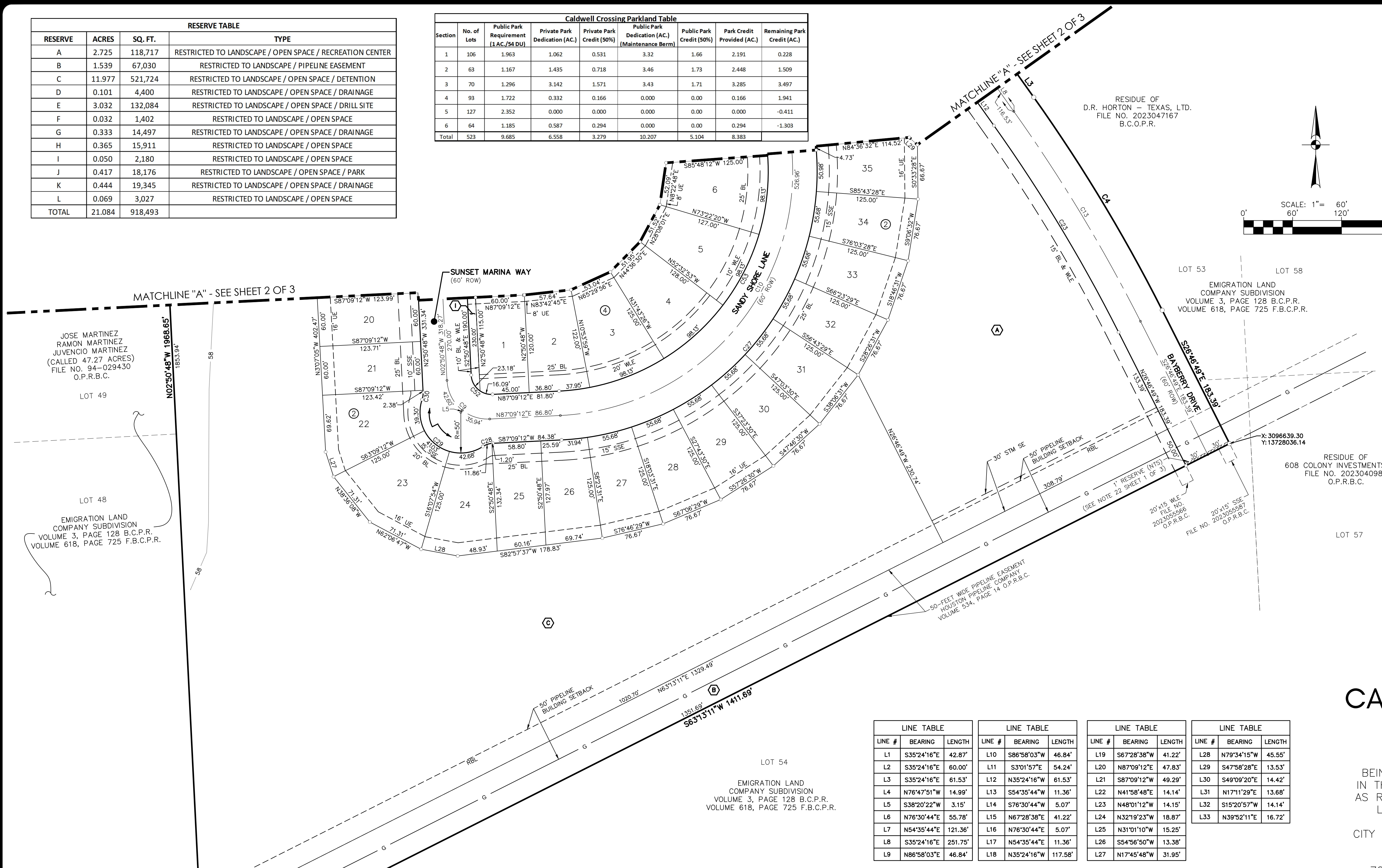
RESERVE TABLE with columns: RESERVE, ACRES, SQ. FT., TYPE. Lists reserves A through K with their respective acreages and uses.

Caldwell Crossing Parkland Table with columns: Section, No. of Lots, Public Park Requirement, Private Park Dedication, Private Park Credit, Public Park Dedication, Public Park Credit, Park Credit Provided, Remaining Park Credit.



VICINITY MAP KEY MAP: 691C, 691D, 691G, & 691H SCALE: 1" = 2,640' (1/2 MILE)

- LEGEND defining symbols for iron rods, acreage, easements, and other survey features.



FINAL PLAT OF CALDWELL CROSSING SECTION 3

A SUBDIVISION OF 43.780 ACRES BEING A PARTIAL REPLAT OF LOTS 53 AND 54 IN THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R. LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE 70 SINGLE FAMILY LOTS AND 12 RESERVES.

70 LOTS 12 RESERVES 4 BLOCKS SCALE: 1" = 60' JANUARY 18, 2024

OWNER: D.R. HORTON - TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP 6744 HORTON VISTA DRIVE, SUITE 100 RICHMOND, TEXAS 77407 (281) 556-2100

PREPARED BY:

GBI PARTNERS SURVEYOR logo with address: 4724 VISTA ROAD, T96E15 FIRM #10130300, PASADENA, TX 77505



DHI Engineering, LLC 6744 HORTON VISTA DR., SUITE 100 RICHMOND, TX 77407 TBPE REG. NO. F-19561

LINE TABLES listing line numbers, bearings, and lengths for various survey lines.

CURVE TABLES listing curve numbers, radii, deltas, chord bearings, chords, and lengths for various survey curves.

Notes: Sep. 03, 2024, 4:07pm. User: ID: W.Morales. Plat: Caldwell Crossing Section 3, Final Plat-RI.dwg

Thursday, September 12, 2024

Levi Morales  
DHI Engineering, LLC  
6744 Horton Vista Dr.  
Richmond, TX 77407  
[wmorales@dhiengineering.com](mailto:wmorales@dhiengineering.com)

Re: Caldwell Crossing Section 4 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4281  
ALLC Project No. 16007-2-384

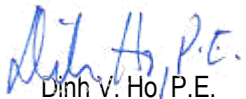
Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 4 Final Plat, received on or about September 3, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 3, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

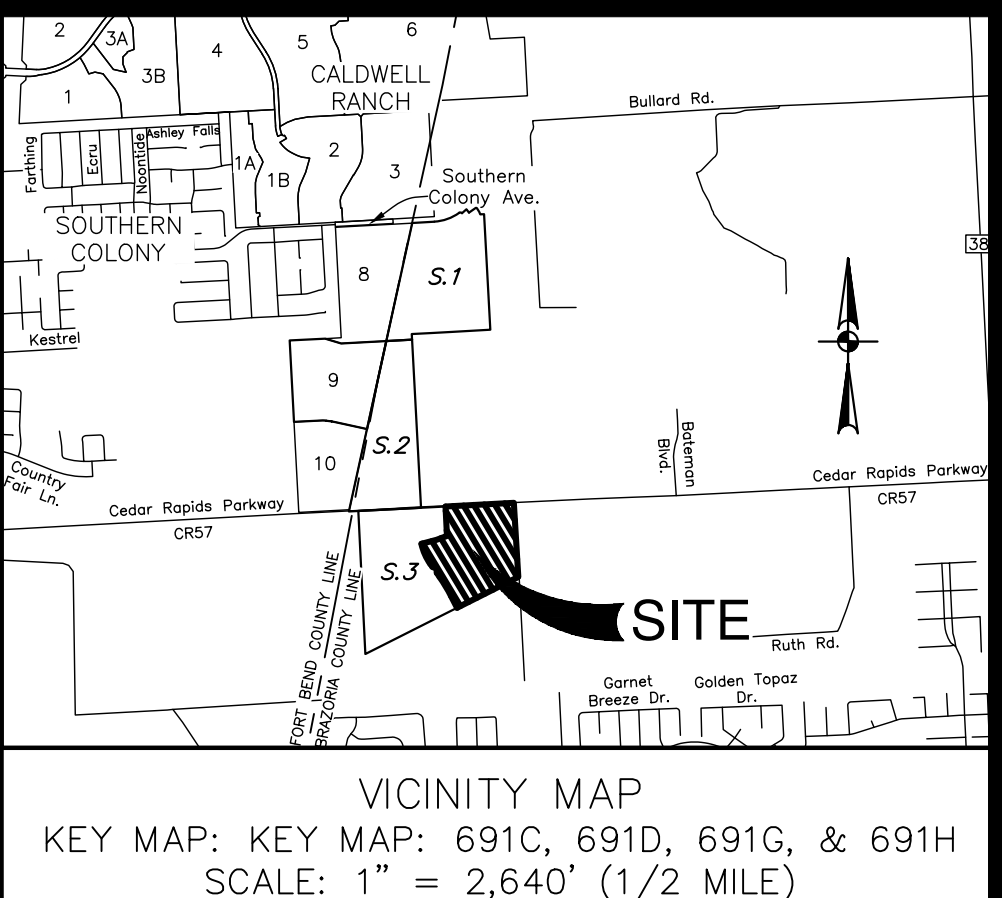
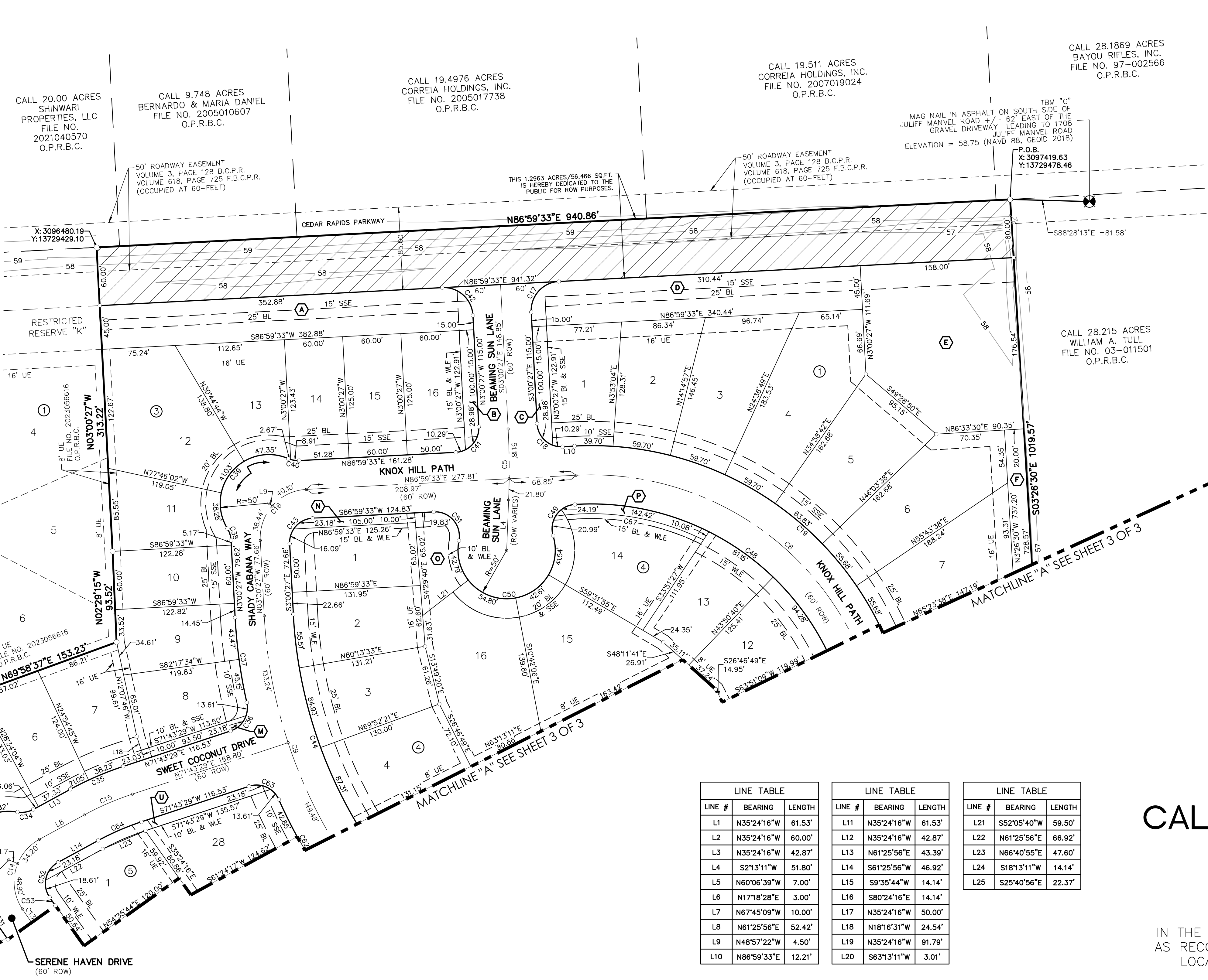


Dinh V. Ho, P.E.  
TBPE Firm No. 16424

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-384



RESERVE TABLE			
RESERVE	ACRES	SQ. FT.	TYPE
A	0.391	17,037	RESTRICTED TO LANDSCAPE / OPEN SPACE
B	0.040	1,748	RESTRICTED TO LANDSCAPE / OPEN SPACE
C	0.040	1,748	RESTRICTED TO LANDSCAPE / OPEN SPACE
D	0.347	15,127	RESTRICTED TO LANDSCAPE / OPEN SPACE
E	0.593	25,828	RESTRICTED TO LANDSCAPE / OPEN SPACE / LIFT STATION
F	0.336	14,656	RESTRICTED TO LANDSCAPE / OPEN SPACE
G	0.578	25,177	RESTRICTED TO OPEN SPACE / PIPELINE EASEMENT
H	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
I	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
J	0.448	19,500	RESTRICTED TO OPEN SPACE / PIPELINE EASEMENT
K	0.205	8,939	RESTRICTED TO LANDSCAPE / OPEN SPACE
L	0.163	7,083	RESTRICTED TO LANDSCAPE / OPEN SPACE
M	0.025	1,075	RESTRICTED TO LANDSCAPE / OPEN SPACE
N	0.027	1,191	RESTRICTED TO LANDSCAPE / OPEN SPACE
O	0.089	3,863	RESTRICTED TO LANDSCAPE / OPEN SPACE
P	0.035	1,537	RESTRICTED TO LANDSCAPE / OPEN SPACE
Q	0.022	972	RESTRICTED TO LANDSCAPE / OPEN SPACE
R	0.028	1,230	RESTRICTED TO LANDSCAPE / OPEN SPACE
S	0.332	14,467	RESTRICTED TO LANDSCAPE / OPEN SPACE / PARK
T	0.023	1,021	RESTRICTED TO LANDSCAPE / OPEN SPACE
U	0.056	2,425	RESTRICTED TO LANDSCAPE / OPEN SPACE
<b>TOTAL</b>	<b>3.830</b>	<b>166,906</b>	



VICINITY MAP  
KEY MAP: KEY MAP: 691C, 691D, 691G, & 691H  
SCALE: 1" = 2,640' (1/2 MILE)

LEGEND

- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD
- SET 5/8" IRON ROD-ROW/LOT
- AC = ACRE
- AE = AERIAL EASEMENT
- SSE = SANITARY SEWER EASEMENT
- STM SE = STORM SEWER EASEMENT
- WLE = WATER LINE EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- BL = BUILDING LINE
- RBL = REAR BUILDING LINE
- R = RADIUS
- ROW = RIGHT-OF-WAY
- SQ. FT. = SQUARE FEET
- IR = IRON ROD
- FD = FOUND
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.O.P.R. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- O.F.B.C.C. = OFFICIAL RECORDS FORT BEND COUNTY
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
- = INDICATES STREET NAME CHANGE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N35°24'16"W	61.53'
L2	N35°24'16"W	60.00'
L3	N35°24'16"W	42.87'
L4	S2°13'11"W	51.80'
L5	N60°06'39"W	7.00'
L6	N17°18'28"E	3.00'
L7	N67°45'09"W	10.00'
L8	N61°25'56"E	52.42'
L9	N48°57'22"W	4.50'
L10	N66°59'33"E	12.21'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N35°24'16"W	61.53'
L12	N35°24'16"W	42.87'
L13	N61°25'56"E	43.39'
L14	S2°13'11"W	46.92'
L15	S9°35'44"W	14.14'
L16	S80°24'16"E	14.14'
L17	N35°24'16"W	50.00'
L18	N18°16'31"W	24.54'
L19	N35°24'16"W	91.79'
L20	S63°13'11"W	3.01'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S52°05'40"W	59.50'
L22	N61°25'56"E	66.92'
L23	N66°40'55"E	47.60'
L24	S18°13'11"W	14.14'
L25	S25°40'56"E	22.37'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2030.00'	8°37'26"	N31°05'32"W	305.26'
C2	25.00'	90°00'00"	N9°35'44"E	35.36'
C3	25.00'	90°00'00"	N80°24'16"W	35.36'
C4	770.00'	22°59'29"	N23°54'31"W	306.91'
C5	800.00'	51°3'38"	S0°23'38"E	72.96'
C6	300.00'	89°33'57"	S48°13'28"E	422.65'
C7	300.00'	23°12'16"	S74°49'19"W	120.67'
C8	50.00'	81°22'34"	N76°05'32"W	65.19'
C9	500.00'	32°23'49"	N19°12'21"W	278.96'
C10	50.00'	66°39'41"	S29°53'21"W	54.95'
C11	50.00'	88°10'34"	N72°41'32"W	69.58'
C12	2200.00'	6°48'01"	N32°00'15"W	260.95'
C13	600.00'	1°37'14"	N34°35'38"W	16.97'
C14	50.00'	95°12'57"	N13°49'27"E	73.85'
C15	300.00'	10°17'33"	N66°34'42"E	53.82'
C16	50.00'	90°00'00"	N41°59'33"E	70.71'
C17	30.00'	90°00'00"	S41°59'33"W	42.43'
C18	25.00'	90°00'00"	S48°00'27"E	35.36'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	330.00'	89°33'57"	S48°13'28"E	464.92'
C20	25.00'	22°55'53"	S14°54'26"E	9.94'
C21	50.00'	112°31'27"	S29°53'21"W	83.16'
C22	25.00'	22°55'53"	S74°41'07"W	9.94'
C23	25.00'	90°00'00"	S18°13'11"W	35.36'
C24	25.00'	90°00'00"	N71°46'49"W	35.36'
C25	25.00'	18°12'59"	S54°06'42"W	7.91'
C26	50.00'	124°33'33"	N72°43'01"W	88.52'
C27	25.00'	17°55'04"	N19°23'47"W	7.79'
C28	2170.00'	7°02'57"	N31°52'47"W	266.80'
C29	25.00'	90°00'00"	N80°24'16"W	35.36'
C30	25.00'	90°00'00"	N9°35'44"E	35.36'
C31	630.00'	3°51'16"	S33°28'38"W	42.37'
C32	25.00'	21°04'59"	N42°05'29"W	9.15'
C33	50.00'	152°48'47"	N23°46'24"E	97.20'
C34	25.00'	38°44'52"	N80°48'22"E	16.59'
C35	330.00'	10°17'33"	N66°34'42"E	59.20'
C36	25.00'	84°18'46"	N29°34'06"E	33.56'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C37	530.00'	9°34'50"	N7°47'52"W	88.52'
C38	25.00'	28°37'48"	N17°19'21"W	12.36'
C39	50.00'	145°09'15"	N40°56'22"E	95.41'
C40	25.00'	26°31'27"	S79°44'44"E	11.47'
C41	25.00'	90°00'00"	N41°59'33"E	35.36'
C42	30.00'	90°00'00"	N48°00'27"W	42.43'
C43	25.00'	90°00'00"	S41°59'33"W	35.36'
C44	470.00'	32°23'49"	S19°12'21"E	282.23'
C45	25.00'	81°22'34"	S76°05'32"E	32.60'
C46	330.00'	13°47'24"	N70°06'53"E	79.23'
C47	25.00'	89°42'09"	N32°09'31"E	35.28'
C48	270.00'	80°54'21"	N53°08'44"W	350.36'
C49	25.00'	103°32'08"	S34°38'01"W	39.28'
C50	50.00'	208°15'48"	S86°59'51"W	96.97'
C51	25.00'	104°08'12"	N40°56'21"W	39.44'
C52	25.00'	95°47'31"	S13°32'10"W	37.10'
C53	570.00'	1°02'40"	S34°52'55"E	10.39'
C54	2230.00'	6°40'38"	S32°03'57"E	259.73'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C55	25.00'	88°03'11"	S72°45'14"E	34.75'
C56	25.00'	66°39'41"	N29°53'21"E	27.47'
C57	25.00'	103°08'29"	N55°00'45"W	39.17'
C58	270.00'	10°11'51"	S68°19'05"W	47.99'
C59	25.00'	26°33'27"	S49°56'27"W	11.48'
C60	50.00'	134°28'28"	N76°05'32"W	92.22'
C61	25.00'	26°33'27"	N22°07'32"W	11.48'
C62	530.00'	11°26'30"	N29°41'00"W	105.66'
C63	25.00'	84°18'46"	N66°07'08"W	33.56'
C64	270.00'	10°17'33"	S66°34'42"W	48.44'
C65	460.00'	4°32'48"	N33°07'51"W	36.49'
C66	340.00'	17°05'20"	S71°45'51"W	101.03'
C67	260.00'	34°29'00"	S80°53'54"E	154.13'

# FINAL PLAT OF CALDWELL CROSSING SECTION 4

A SUBDIVISION OF 29.909 ACRES BEING A PARTIAL REPLAT OF LOTS 53, 54, 57, AND 58 IN THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R. LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE 93 SINGLE FAMILY LOTS AND 21 RESERVES. 93 LOTS 21 RESERVES 5 BLOCKS  
SCALE: 1" = 60' JANUARY 18, 2024

OWNER: D.R. HORTON - TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP 6744 HORTON VISTA DRIVE, SUITE 100 RICHMOND, TEXAS 77407 (281) 556-2100

PREPARED BY:



**DHI Engineering, LLC**  
6744 HORTON VISTA DR., SUITE 100 RICHMOND, TX 77407  
TBPE REG. NO. F-19561

**GBI PARTNERS**  
4724 VISTA ROAD T8PELS FIRM #10130300 PASADENA, TX 77505 GBSurvey@GBISurvey.com  
PHONE: 281-499-4539 www.GBISurvey.com

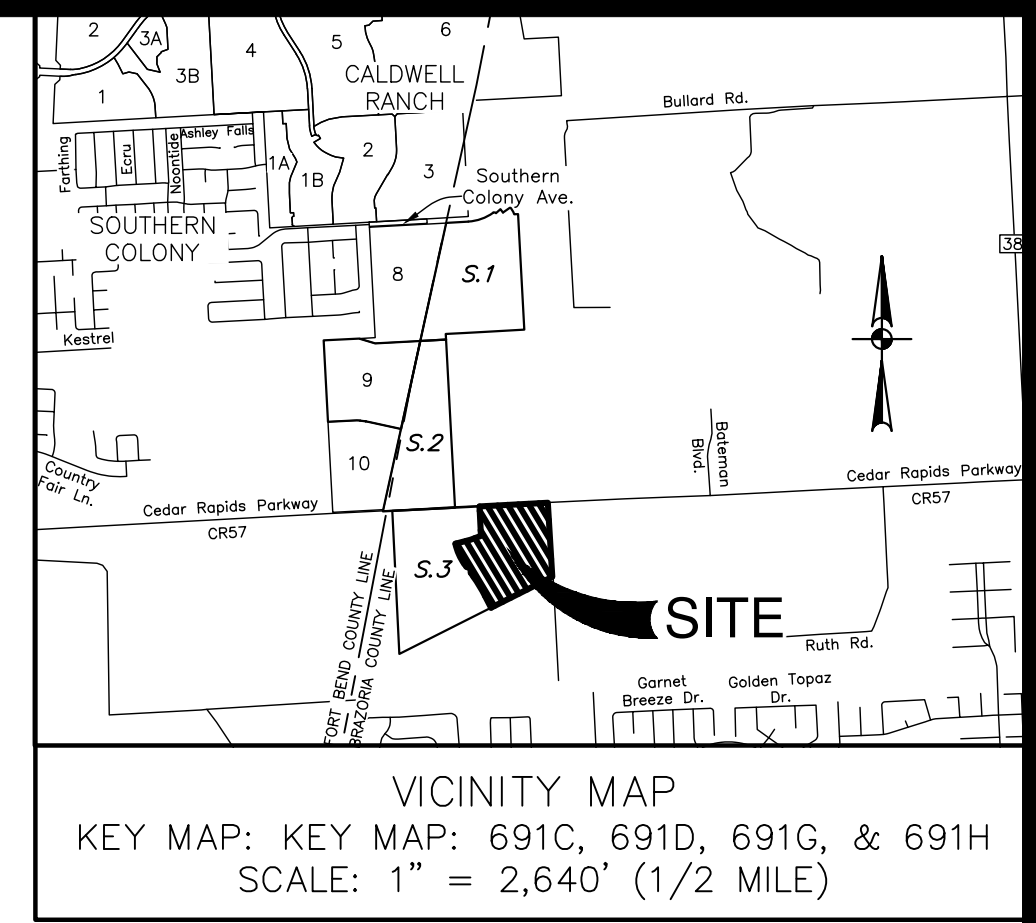
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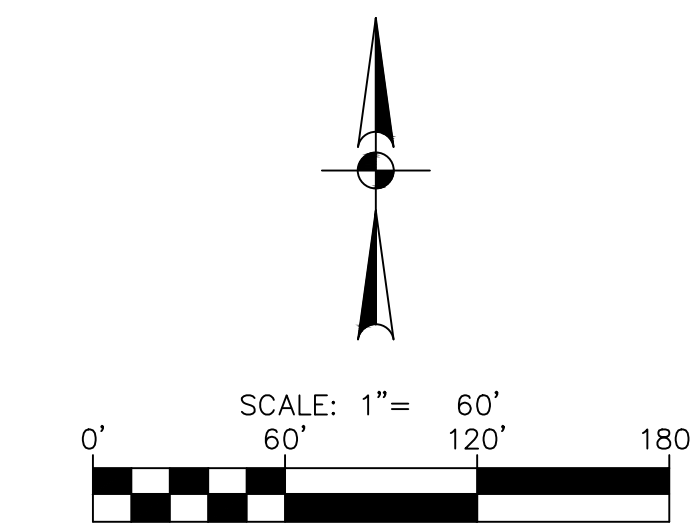
RESERVE TABLE			
RESERVE	ACRES	SQ. FT.	TYPE
A	0.391	17,037	RESTRICTED TO LANDSCAPE / OPEN SPACE
B	0.040	1,748	RESTRICTED TO LANDSCAPE / OPEN SPACE
C	0.040	1,748	RESTRICTED TO LANDSCAPE / OPEN SPACE
D	0.347	15,127	RESTRICTED TO LANDSCAPE / OPEN SPACE
E	0.593	25,828	RESTRICTED TO LANDSCAPE / OPEN SPACE / LIFT STATION
F	0.336	14,656	RESTRICTED TO LANDSCAPE / OPEN SPACE
G	0.578	25,177	RESTRICTED TO OPEN SPACE / PIPELINE EASEMENT
H	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
I	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
J	0.448	19,500	RESTRICTED TO OPEN SPACE / PIPELINE EASEMENT
K	0.205	8,939	RESTRICTED TO LANDSCAPE / OPEN SPACE
L	0.163	7,083	RESTRICTED TO LANDSCAPE / OPEN SPACE
M	0.025	1,075	RESTRICTED TO LANDSCAPE / OPEN SPACE
N	0.027	1,191	RESTRICTED TO LANDSCAPE / OPEN SPACE
O	0.089	3,863	RESTRICTED TO LANDSCAPE / OPEN SPACE
P	0.035	1,537	RESTRICTED TO LANDSCAPE / OPEN SPACE
Q	0.022	972	RESTRICTED TO LANDSCAPE / OPEN SPACE
R	0.028	1,230	RESTRICTED TO LANDSCAPE / OPEN SPACE
S	0.332	14,467	RESTRICTED TO LANDSCAPE / OPEN SPACE / PARK
T	0.023	1,021	RESTRICTED TO LANDSCAPE / OPEN SPACE
U	0.056	2,425	RESTRICTED TO LANDSCAPE / OPEN SPACE
<b>TOTAL</b>	<b>3.830</b>	<b>166,906</b>	

Caldwell Crossing Parkland Table								
Section	No. of Lots	Public Park Requirement (1 AC./54 DU)	Private Park Dedication (AC.)	Private Park Credit (50%)	Public Park Dedication (AC.) (Maintenance Berm)	Public Park Credit (50%)	Park Credit Provided (AC.)	Remaining Park Credit (AC.)
1	106	1.963	1.062	0.531	3.32	1.66	2.191	0.228
2	63	1.167	1.435	0.718	3.46	1.73	2.448	1.509
3	70	1.296	3.142	1.571	3.43	1.71	3.285	3.497
4	93	1.722	0.332	0.166	0.000	0.00	0.166	1.941
5	127	2.352	0.000	0.000	0.000	0.00	0.000	-0.411
6	64	1.185	0.587	0.294	0.000	0.00	0.294	-1.303
<b>Total</b>	<b>523</b>	<b>9.685</b>	<b>6.558</b>	<b>3.279</b>	<b>10.207</b>	<b>5.104</b>	<b>8.383</b>	

NOTE:  
ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE TO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.



- LEGEND**
- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
  - SET 5/8" IRON ROD
  - SET 5/8" IRON ROD-ROW/LOT
  - AC = ACRE
  - AE = AERIAL EASEMENT
  - SSE = SANITARY SEWER EASEMENT
  - STM SE = STORM SEWER EASEMENT
  - WLE = WATER LINE EASEMENT
  - DE = DRAINAGE EASEMENT
  - UE = UTILITY EASEMENT
  - BL = BUILDING LINE
  - RBL = REAR BUILDING LINE
  - R = RADIUS
  - ROW = RIGHT-OF-WAY
  - SQ.FT. = SQUARE FEET
  - IR = IRON ROD
  - FD = FOUND
  - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
  - B.C.O.P.R. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
  - B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
  - F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
  - O.R.F.B.C. = OFFICIAL RECORDS FORT BEND COUNTY
  - F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
  - O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
  - = INDICATES STREET NAME CHANGE



# FINAL PLAT OF CALDWELL CROSSING SECTION 4

A SUBDIVISION OF 29.909 ACRES BEING A PARTIAL REPLAT OF LOTS 53, 54, 57, AND 58 IN THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R. LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE 93 SINGLE FAMILY LOTS AND 21 RESERVES.

93 LOTS 21 RESERVES 5 BLOCKS  
SCALE: 1" = 60' JANUARY 18, 2024

OWNER:  
D.R. HORTON - TEXAS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
6744 HORTON VISTA DRIVE, SUITE 100  
RICHMOND, TEXAS 77407  
(281) 556-2100

PREPARED BY:

SURVEYOR:  
**GBI PARTNERS**  
4724 VISTA ROAD PASADENA, TX 77505  
PHONE: 281-499-4539 www.GBISurvey.com



**DHI Engineering, LLC**  
6744 HORTON VISTA DR., SUITE 100  
RICHMOND, TX 77407  
TBPE REG. NO. F-19561

Date: Sep 03, 2024, 4:55pm User: ID: W.Morales File: C:\Users\W.Morales\AppData\Local\Temp\Acad\Temp\Acad\18920\Caldwell Crossing Section 4\_Final Plat.dwg

Tuesday, September 24, 2024

Levi Morales  
DHI Engineering, LLC  
6744 Horton Vista Dr.  
Richmond, TX 77407  
[wmorales@dhiengineering.com](mailto:wmorales@dhiengineering.com)

Re: Caldwell Crossing Section 5 Final Plat  
Letter of Recommendation to Approve - Updated  
COIC Project No. 4282  
ALLC Project No. 16007-2-385

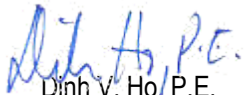
Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 5 Final Plat, received on or about September 24, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 24, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 24, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

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

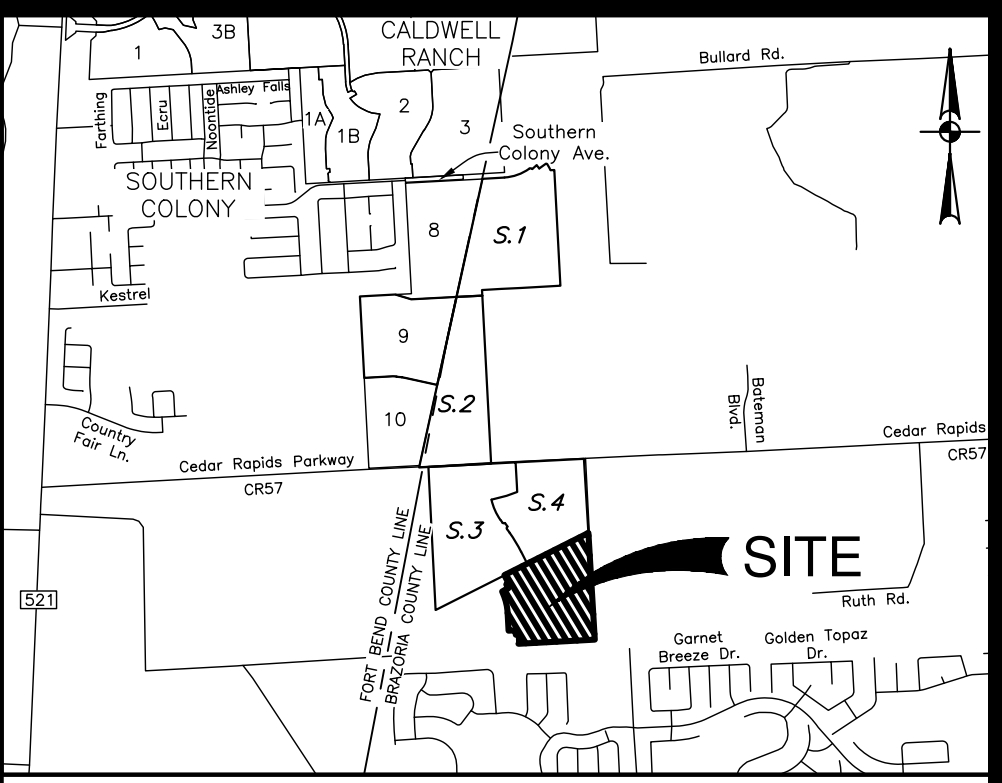
Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-385



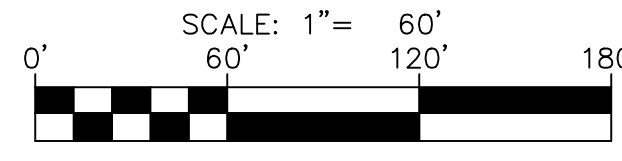
CURVE TABLE					CURVE TABLE					CURVE TABLE							
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH			
C1	300.00'	23°20'19"	S74°53'21"W	121.36'	122.20'	C16	25.00'	21°29'03"	S141°1'02"E	9.32'	9.37'	C31	25.00'	91°37'45"	N70°57'57"W	35.85'	39.98'
C2	500.00'	23°20'19"	S15°06'39"E	202.26'	203.67'	C17	50.00'	133°28'06"	S41°47'30"W	91.86'	116.44'	C32	25.00'	88°30'49"	S18°57'46"W	34.89'	38.62'
C3	600.00'	11°05'57"	S80°43'14"W	116.05'	116.23'	C18	25.00'	21°29'03"	N82°13'59"W	9.32'	9.37'	C33	1230.00'	18°45'42"	S15°54'47"E	400.97'	402.77'
C4	50.00'	90°27'59"	S41°47'30"W	71.00'	78.95'	C19	25.00'	90°00'00"	N42°01'29"E	35.36'	39.27'	C34	25.00'	86°26'34"	S49°45'13"E	34.24'	37.72'
C5	50.00'	86°39'30"	N49°38'46"W	68.62'	75.62'	C20	870.00'	21°35'50"	N13°46'26"W	326.00'	327.94'	C35	25.00'	90°27'59"	N41°47'30"E	35.50'	39.47'
C6	1200.00'	20°27'48"	N16°32'55"W	426.31'	428.58'	C21	25.00'	92°12'28"	N70°40'35"W	36.03'	40.23'	C36	25.00'	96°06'36"	N51°29'48"W	37.19'	41.94'
C7	900.00'	23°48'18"	S14°52'40"E	371.25'	373.93'	C22	25.00'	88°02'48"	S19°11'47"W	34.75'	38.42'	C37	570.00'	5°16'39"	S77°48'35"W	52.48'	52.50'
C8	25.00'	90°00'00"	N18°13'11"E	35.36'	39.27'	C23	930.00'	21°51'06"	S13°54'04"E	352.54'	354.69'	C38	25.00'	42°50'00"	S53°45'15"W	18.26'	18.69'
C9	25.00'	90°00'00"	S71°46'49"E	35.36'	39.27'	C24	25.00'	90°00'00"	S47°58'31"E	35.36'	39.27'	C39	50.00'	26°54'01"	N14°49'45"W	73.33'	231.84'
C10	25.00'	90°00'00"	N18°13'11"E	35.36'	39.27'	C25	25.00'	90°27'59"	N41°47'30"E	35.50'	39.47'	C40	25.00'	42°50'00"	S83°24'44"E	18.26'	18.69'
C11	25.00'	90°00'00"	S71°46'49"E	35.36'	39.27'	C26	25.00'	89°32'01"	N48°12'30"W	35.21'	39.07'	C41	630.00'	6°00'04"	N78°10'18"E	65.96'	65.99'
C12	330.00'	23°20'19"	N74°53'21"E	133.49'	134.42'	C27	25.00'	29°24'04"	S72°19'28"W	12.69'	12.83'	C42	25.00'	91°46'52"	N35°16'53"E	35.90'	40.05'
C13	270.00'	23°20'19"	S74°53'21"W	109.22'	109.98'	C28	50.00'	145°24'48"	N49°40'10"W	95.48'	126.90'	C43	470.00'	16°10'16"	N18°41'41"W	132.21'	132.65'
C14	25.00'	90°00'00"	S18°13'11"W	35.36'	39.27'	C29	25.00'	29°19'18"	N8°22'35"E	12.65'	12.79'	C44	25.00'	90°00'00"	N71°46'49"W	35.36'	39.27'
C15	530.00'	23°20'19"	S15°06'39"E	214.40'	215.89'	C30	1170.00'	18°52'00"	N15°43'04"W	383.52'	385.26'						

NOTE:  
ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

CALLLED 28,1869 ACRES  
BAYOU RIFLES, INC.  
FILE NO. 97-002566  
O.P.R.B.C.  
COUNTY ROAD 57  
(CEDAR RAPIDS PARKWAY)  
(JULIFF-MANVEL ROAD)  
TBM "G"  
MAG NAIL IN ASPHALT ON SOUTH SIDE OF  
JULIFF MANVEL ROAD +/- 62' EAST OF THE  
GRAVEL DRIVEWAY LEADING TO 1708  
JULIFF MANVEL ROAD  
ELEVATION = 58.75 (NAVD 88, GEOID 2018)  
N01°08'52"E ±1015.75'  
CALLLED 28,215 ACRES  
WILLIAM A. TULL  
FILE NO. 03-011501  
O.P.R.B.C.  
MATCHLINE "B" SEE THIS SHEET



VICINITY MAP  
SCALE: 1" = 2,640' (1/2 MILE)  
KEY MAP: 691G & 691H



- LEGEND**
- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
  - SET 5/8" IRON ROD
  - AC = ACRE
  - AE = AERIAL EASEMENT
  - SSE = SANITARY SEWER EASEMENT
  - STM SE = STORM SEWER EASEMENT
  - WLE = WATER LINE EASEMENT
  - DE = DRAINAGE EASEMENT
  - UE = UTILITY EASEMENT
  - BL = BUILDING LINE
  - RBL = REAR BUILDING LINE
  - R = RADIUS
  - ROW = RIGHT-OF-WAY
  - SQ.FT. = SQUARE FEET
  - IR = IRON ROD
  - FD = FOUND
  - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
  - B.C.O.P.R. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
  - B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
  - F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
  - O.R.F.B.C. = OFFICIAL RECORDS FORT BEND COUNTY
  - F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
  - O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
  - = INDICATES STREET NAME CHANGE



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	
L1	N41°58'03"E	14.16'	L11	N63°13'11"E	35.10'	L21	N9°18'10"W	19.70'	L31	N76°10'57"E	54.38'	
L2	S87°01'29"W	41.80'	L12	N86°33'30"E	14.53'	L22	S3°58'08"E	27.64'	L32	N73°32'48"E	68.42'	
L3	N2°58'31"W	60.00'	L13	S40°19'51"W	4.50'	L23	N2°58'31"W	25.00'	L33	N78°09'47"E	60.65'	
L4	N3°29'48"W	66.51'	L14	S26°46'49"E	22.45'	L24	N11°58'34"W	31.95'	L34	S8°04'52"E	49.34'	
L5	N7°47'59"W	66.02'	L15	N86°33'30"E	14.53'	L25	N8°04'52"W	59.15'	L35	N64°15'26"W	14.00'	
L6	N12°50'41"W	66.02'	L16	S86°33'30"W	14.53'	L26	N11°18'34"W	59.15'				
L7	N17°53'22"W	66.02'	L17	N48°01'57"W	14.13'	L27	N14°32'15"W	59.15'				
L8	N22°55'32"W	75.81'	L18	S71°46'49"E	14.14'	L28	N17°45'56"W	59.15'				
L9	N63°13'11"E	93.90'	L19	N18°13'11"E	14.14'	L29	N20°59'37"W	59.15'				
L10	N26°46'49"W	60.00'	L20	N23°47'25"W	48.22'	L30	N24°12'54"W	58.90'				

# FINAL PLAT OF CALDWELL CROSSING SECTION 5

A SUBDIVISION OF 32.301 ACRES  
BEING A PARTIAL REPLAT OF  
LOTS 54, 57, AND 58  
IN THE EMIGRATION LAND COMPANY SUBDIVISION,  
AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R.  
LOCATED IN THE WILLIAM PETTUS SURVEY,  
ABSTRACT NUMBER 714  
CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE  
127 SINGLE FAMILY LOTS AND 18 RESERVES.  
127 LOTS 18 RESERVES 7 BLOCKS  
SCALE: 1" = 60' JUNE 4, 2024

OWNER:  
608 COLONY INVESTMENTS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BRAD RICHIE, SECRETARY  
10033 NW MILITARY HWY, SUITE 2201  
SAN ANTONIO, TEXAS 78231  
(210) 344-9200

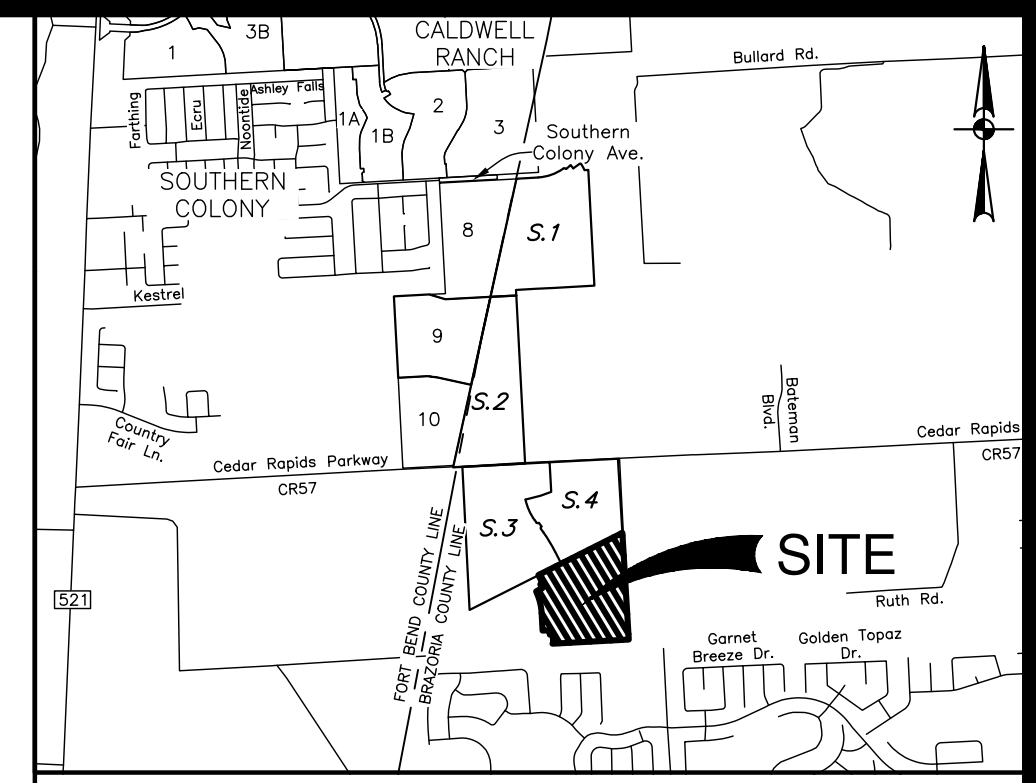
SURVEYOR:  
**GPI PARTNERS**  
4724 VISTA ROAD TPBELS FIRM #1013000  
PASADENA, TX 77055 GBI-urvey@GPIsurvey.com  
PHONE: 281-499-4539 www.GPISurvey.com

PREPARED BY:  
**DHI Engineering, LLC**  
6744 HORTON VISTA DR., SUITE 100  
RICHMOND, TX 77407  
TBP REG. NO. F-19561

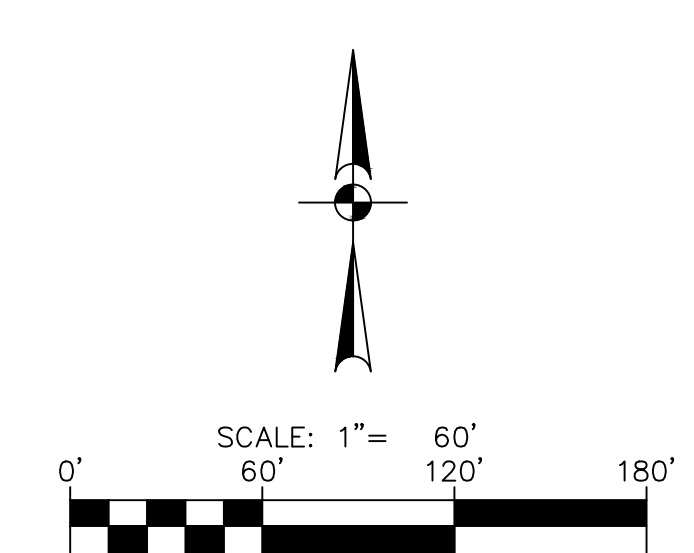
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RESERVE TABLE			
RESERVE	ACRES	SQ. FT.	TYPE
A	0.054	2,367	RESTRICTED TO LANDSCAPE / OPEN SPACE
B	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
C	0.026	1,140	RESTRICTED TO LANDSCAPE / OPEN SPACE
D	0.041	1,771	RESTRICTED TO LANDSCAPE / OPEN SPACE / DRAINAGE
E	0.025	1,086	RESTRICTED TO LANDSCAPE / OPEN SPACE
F	0.597	25,992	RESTRICTED TO LANDSCAPE / OPEN SPACE / DRAINAGE
G	0.060	2,620	RESTRICTED TO LANDSCAPE / OPEN SPACE
H	0.025	1,090	RESTRICTED TO LANDSCAPE / OPEN SPACE
I	0.025	1,082	RESTRICTED TO LANDSCAPE / OPEN SPACE
J	0.088	3,850	RESTRICTED TO LANDSCAPE / OPEN SPACE/ DRAINAGE
K	0.054	2,367	RESTRICTED TO LANDSCAPE / OPEN SPACE
L	0.050	2,180	RESTRICTED TO LANDSCAPE / OPEN SPACE
M	0.054	2,358	RESTRICTED TO LANDSCAPE / OPEN SPACE
N	0.025	1,090	RESTRICTED TO LANDSCAPE / OPEN SPACE
O	0.070	3,034	RESTRICTED TO LANDSCAPE / OPEN SPACE
P	0.063	2,738	RESTRICTED TO LANDSCAPE / OPEN SPACE
Q	0.027	1,180	RESTRICTED TO LANDSCAPE / OPEN SPACE
R	0.027	1,165	RESTRICTED TO LANDSCAPE / OPEN SPACE
TOTAL	1.337	58,250	

Caldwell Crossing Parkland Table								
Section	No. of Lots	Public Park Requirement (1 AC./54 DU)	Private Park Dedication (AC.)	Private Park Credit (50%)	Public Park Dedication (AC.) (Maintenance Berm)	Public Park Credit (50%)	Park Credit Provided (AC.)	Remaining Park Credit (AC.)
1	106	1.963	1.062	0.531	3.32	1.66	2.191	0.228
2	63	1.167	1.435	0.718	3.46	1.73	2.448	1.509
3	70	1.296	3.142	1.571	3.43	1.71	3.285	3.497
4	93	1.722	0.332	0.166	0.000	0.00	0.166	1.941
5	127	2.352	0.000	0.000	0.000	0.00	0.000	-0.411
6	64	1.185	0.587	0.294	0.000	0.00	0.294	-1.303
Total	523	9.685	6.558	3.279	10.207	5.104	8.383	

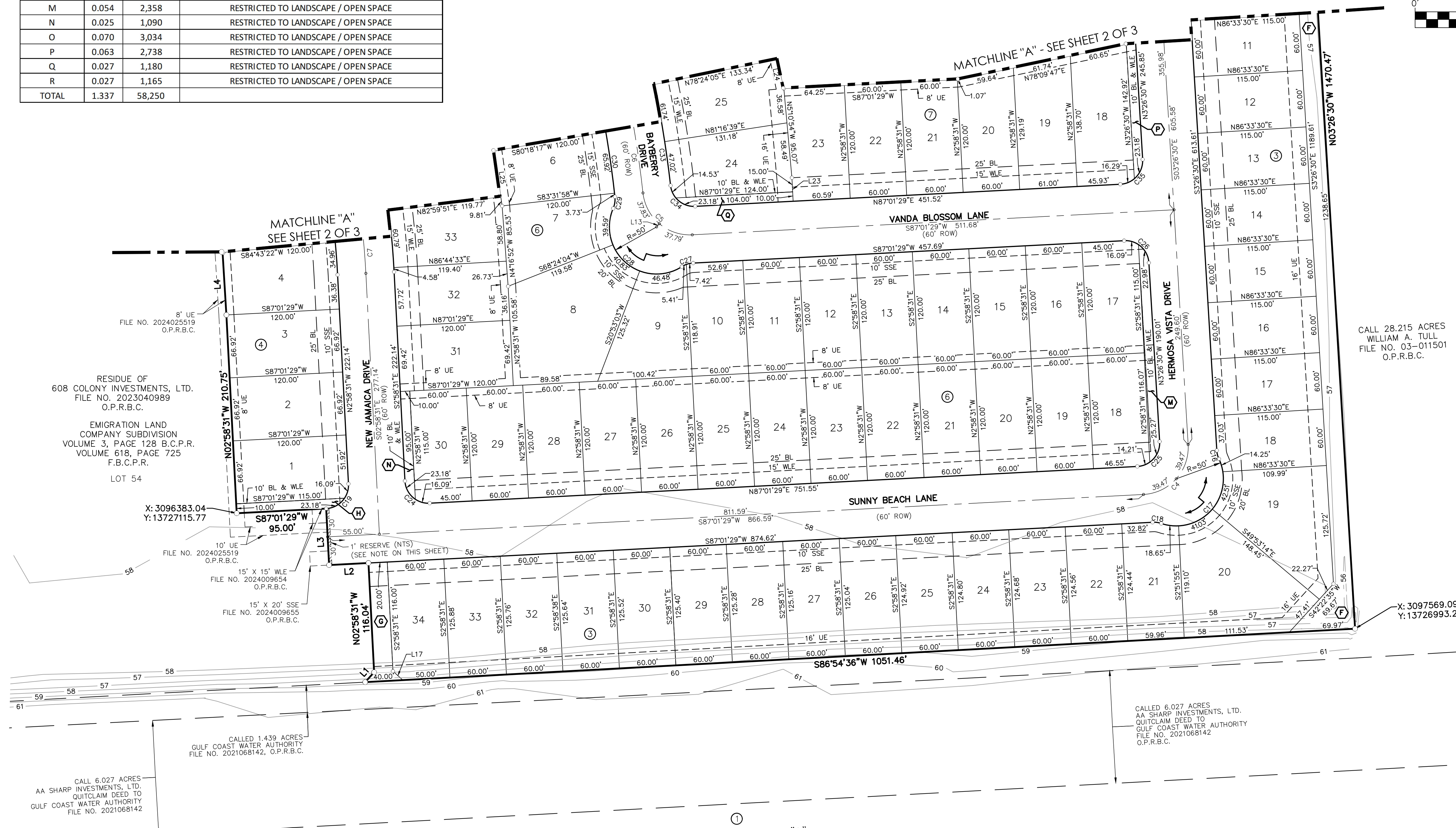


VICINITY MAP  
SCALE: 1" = 2,640' (1/2 MILE)  
KEY MAP: 691G & 691H



LEGEND

- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD
- AC = SET 5/8" IRON ROD-ROW/LOT
- AE = AERIAL EASEMENT
- SSE = SANITARY SEWER EASEMENT
- STM SE = STORM SEWER EASEMENT
- WLE = WATER LINE EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- BL = BUILDING LINE
- RBL = REAR BUILDING LINE
- R = RADIUS
- ROW = RIGHT-OF-WAY
- SO.FT. = SQUARE FEET
- IR = IRON ROD
- FD = FOUND
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.O.P.R. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- O.R.F.B.C. = OFFICIAL RECORDS FORT BEND COUNTY
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
- = INDICATES STREET NAME CHANGE



CALL 28.215 ACRES  
WILLIAM A. TULL  
FILE NO. 03-011501  
O.P.R.B.C.

X: 3097569.09  
Y: 13726993.24

CALLED 1.439 ACRES  
GULF COAST WATER AUTHORITY  
FILE NO. 2021068142, O.P.R.B.C.

CALLED 6.027 ACRES  
AA SHARP INVESTMENTS, LTD.  
QUITCLAIM DEED TO  
GULF COAST WATER AUTHORITY  
FILE NO. 2021068142  
O.P.R.B.C.

RESTRICTED RESERVE "A"  
STERLING LAKES WEST SEC 3  
PLAT NO. 2017059203  
B.C.P.R.

RESTRICTED RESERVE "D"  
STERLING LAKES WEST SEC 1  
PLAT NO. 2016028115  
B.C.P.R.

NOTE:  
ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

SURVEYOR:  
**GBI PARTNERS**  
4724 VISTA ROAD T8PELS FIRM #10130300  
PASADENA, TX 77005 CBI@gbipartners.com  
PHONE: 281-499-4539 www.GBISurvey.com

PREPARED BY:



**DHI Engineering, LLC**  
6744 HORTON VISTA DR., SUITE 100  
RICHMOND, TX 77407  
TBPE REG. NO. F-19561

# FINAL PLAT OF CALDWELL CROSSING SECTION 5

A SUBDIVISION OF 32.301 ACRES  
BEING A PARTIAL REPLAT OF  
LOTS 54, 57, AND 58  
IN THE EMIGRATION LAND COMPANY SUBDIVISION,  
AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R.  
LOCATED IN THE WILLIAM PETTUS SURVEY,  
ABSTRACT NUMBER 714  
CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE  
127 SINGLE FAMILY LOTS AND 18 RESERVES.  
127 LOTS 18 RESERVES 7 BLOCKS  
SCALE: 1" = 60' JUNE 4, 2024

OWNER:  
608 COLONY INVESTMENTS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BRAD RICHIE, SECRETARY  
10003 NW MILITARY HWY, SUITE 2201  
SAN ANTONIO, TEXAS 78231  
(210) 344-9200

Thursday, September 12, 2024

Levi Morales  
DHI Engineering, LLC  
6744 Horton Vista Dr.  
Richmond, TX 77407  
[wmorales@dhiengineering.com](mailto:wmorales@dhiengineering.com)

Re: Caldwell Crossing Section 6 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4283  
ALLC Project No. 16007-2-386


Dear Mr. Morales:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Caldwell Crossing Section 6 Final Plat, received on or about September 3, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 3, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-386



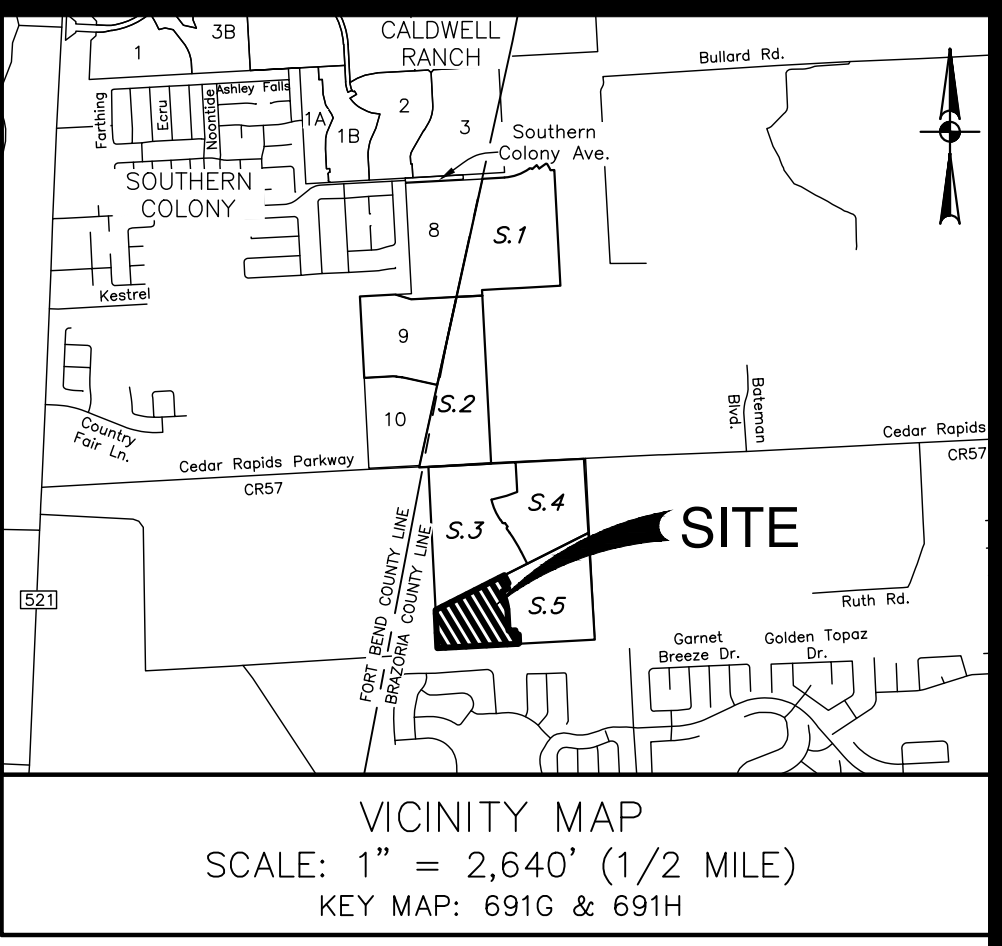
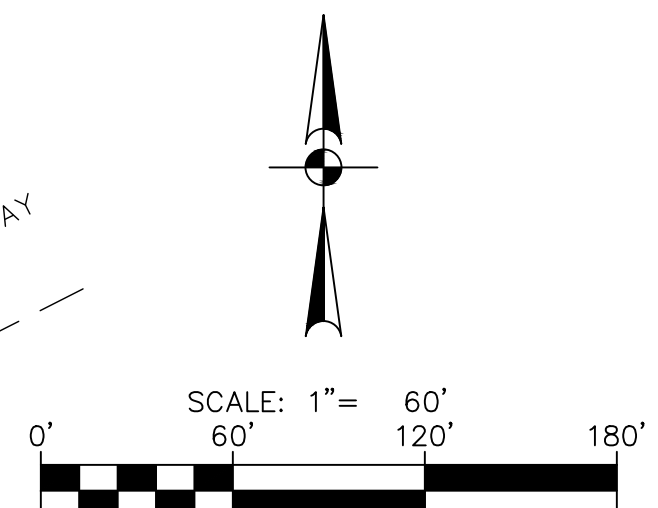
RESERVE TABLE			
RESERVE	SQ. FT.	ACRES	TYPE
RES A	4,110	0.094	RESTRICTED TO LANDSCAPE / OPEN SPACE / DRAINAGE
RES B	5,267	0.121	RESTRICTED TO LANDSCAPE / OPEN SPACE / DRAINAGE
RES C	1,040	0.024	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES D	1,040	0.024	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES E	1,189	0.027	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES F	25,551	0.587	RESTRICTED TO LANDSCAPE / OPEN SPACE/PARK
RES G	3,850	0.088	RESTRICTED TO LANDSCAPE / OPEN SPACE/ DRAINAGE
RES H	1,129	0.026	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES I	1,123	0.026	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES J	2,185	0.05	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES K	2,180	0.05	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES L	1,099	0.025	RESTRICTED TO LANDSCAPE / OPEN SPACE
RES M	1,090	0.025	RESTRICTED TO LANDSCAPE / OPEN SPACE
TOTAL	50,852	1.167	

COUNTY ROAD 57  
(CEDAR RAPIDS PARKWAY)  
(JULIFF-MANVEL ROAD)

TBM "F"  
MAG NAIL ON SOUTH SIDE  
OF ASPHALT ROAD JUST  
EAST OF GRAVEL DRIVE TO  
VACANT TRACT LOCATED AT  
THE NORTHEAST CORNER OF  
920 JULIFF-MANVEL ROAD  
ELEVATION=59.67' (NAVD  
88, GEOID 2018)

MATCHLINE "B" SEE THIS SHEET

RESTRICTED RESERVE "C"  
CALDWELL CROSSING  
SECTION 3  
PLAT NO.  
B.C.P.R.



LEGEND

- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD
- SET 5/8" IRON ROD-ROW/LOT
- AC = ACRES
- AE = AERIAL EASEMENT
- SSE = SANITARY SEWER EASEMENT
- STIM SE = STORM SEWER EASEMENT
- WLE = WATER LINE EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- BL = BUILDING LINE
- RBL = REAR BUILDING LINE
- R = RADIUS
- ROW = RIGHT-OF-WAY
- SQ.FT. = SQUARE FEET
- IR = IRON ROD
- FD = FOUND
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.O.P.R. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
- O.R.F.B.C. = OFFICIAL RECORDS FORT BEND COUNTY
- F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
- O.P.R.B.C. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY
- = INDICATES STREET NAME CHANGE

NOTE

1. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

Section	No. of Lots	Public Park Requirement (1 AC./54 DU)	Private Park Dedication (AC.)	Private Park Credit (50%)	Public Park Dedication (AC.) (Maintenance Berm)	Public Park Credit (50%)	Park Credit Provided (AC.)	Remaining Park Credit (AC.)
1	106	1.963	1.062	0.531	3.32	1.66	2.191	0.228
2	63	1.167	1.435	0.718	3.46	1.73	2.448	1.509
3	70	1.296	3.142	1.571	3.43	1.71	3.285	3.497
4	93	1.722	0.332	0.166	0.000	0.00	0.166	1.941
5	127	2.352	0.000	0.000	0.000	0.00	0.000	-0.411
6	64	1.185	0.587	0.294	0.000	0.00	0.294	-1.303
Total	523	9.685	6.558	3.279	10.207	5.104	8.383	

# FINAL PLAT OF CALDWELL CROSSING SECTION 6

A SUBDIVISION OF 17.234 ACRES OF LAND BEING A PARTIAL REPLAT OF LOT 54 IN THE EMIGRATION LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 128, B.C.P.R. LOCATED IN THE WILLIAM PETTUS SURVEY, ABSTRACT NUMBER 714 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

REASON TO REPLAT: TO CREATE 64 SINGLE FAMILY LOTS AND 13 RESERVES. 64 LOTS 13 RESERVES 5 BLOCKS  
SCALE: 1" = 60' JUNE 4, 2024

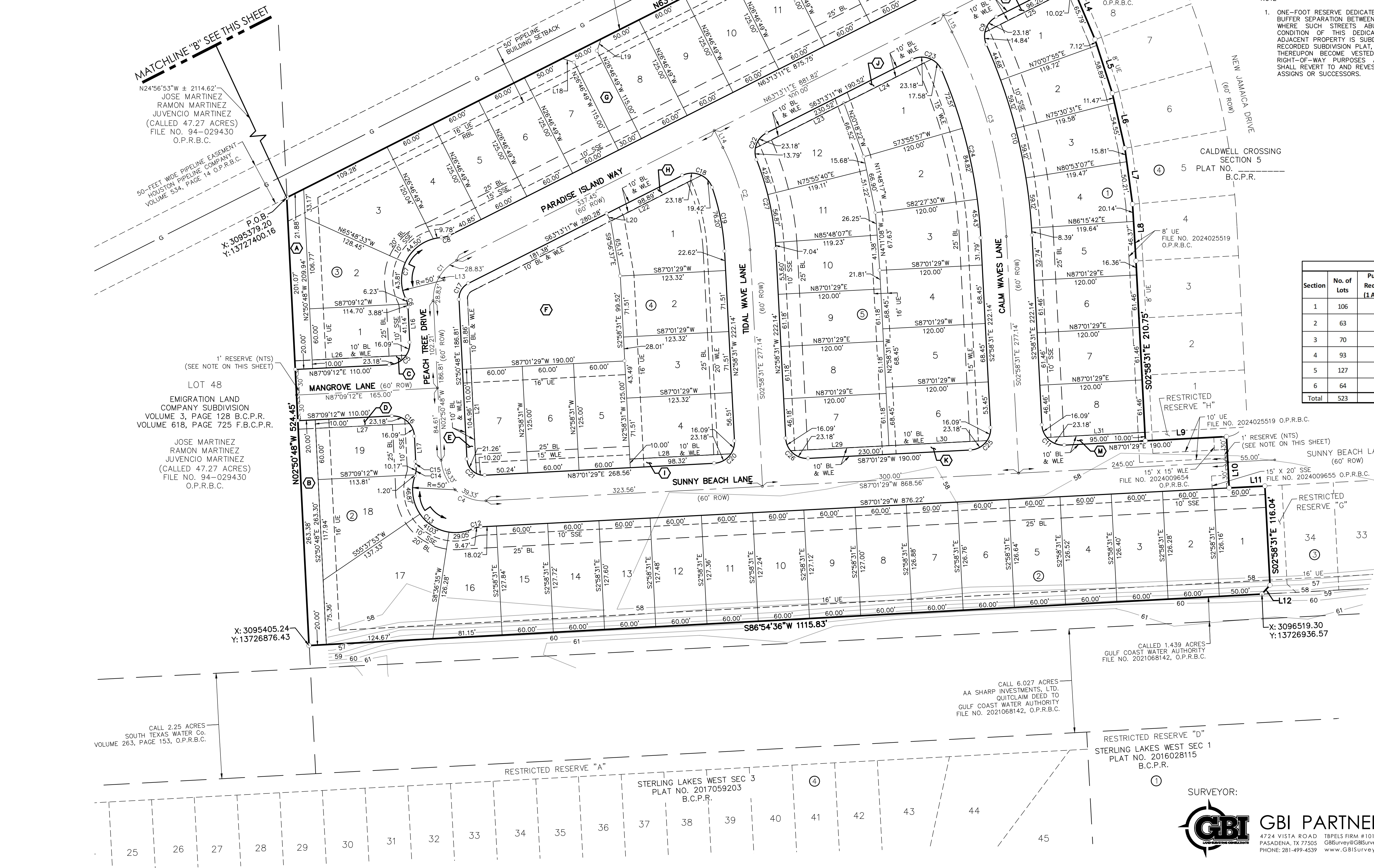
OWNER:  
608 COLONY INVESTMENTS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BRAD RICHIE, SECRETARY  
10033 NW MILITARY HWY, SUITE 2201  
SAN ANTONIO, TEXAS 78231  
(210) 344-9200

PREPARED BY:

**DHI Engineering, LLC**  
6744 HORTON VISTA DR., SUITE 100  
RICHMOND, TX 77407  
TBPE REG. NO. F-19561

**GBI PARTNERS**  
4724 VISTA ROAD T8PFLS FIRM #10130300  
PASADENA, TX 77005 C8BUVEV@GBISURVEY.COM  
PHONE: 281-499-4539 www.GBISurvey.com

Date: Sep 03, 2024, 2:05pm User: ID: W.Morales File: C:\Users\W.Morales\AppData\Local\Temp\AutoCAD\18920\Caldwell Crossing Section 6\_Final\_Plat.dwg





Monday, September 16, 2024

Kaitlin Gile  
EHRA Engineering  
10011 Meadowglen Lane  
Houston, TX 77042  
[Kgile@ehra.team](mailto:Kgile@ehra.team)

Re: Brazoria County Municipal Utility District No. 57 Water Plant Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4648  
Adico Project No. 16007-2-391

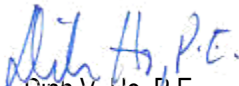
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal of Brazoria County Municipal Utility District No. 57 Water Plant Final Plat, received on or about September 5, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

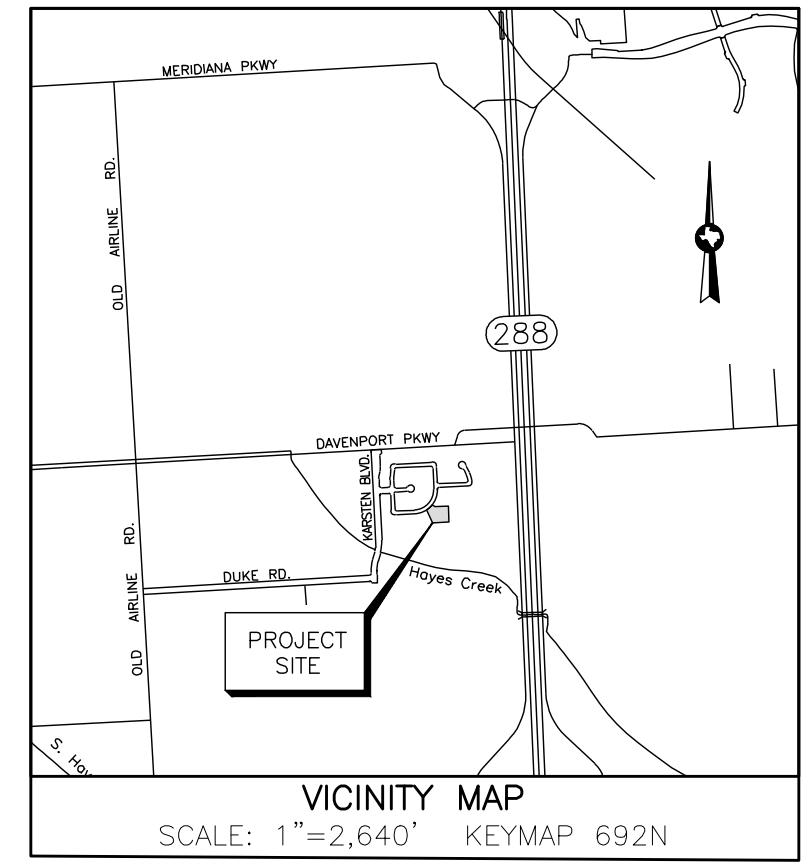
Based on our review, we have no objection to the final plat as submitted on September 5, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-2-391



**BENCHMARK(S):**

NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

STATE OF TEXAS }  
COUNTY OF BRAZORIA }

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT, do hereby make subdivision of said property for and on behalf of said KLLB AIV, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this \_\_\_\_ day of \_\_\_\_\_, 2024.

**OWNER**

KLLB AIV LLC,  
a Delaware limited liability company

BY: \_\_\_\_\_  
Print name: Tricia Tiernan  
Title: Authorized Signatory

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the  
State of Arizona  
My Notary Commission Expires \_\_\_\_\_

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

\_\_\_\_\_  
Wil Kennedy, Mayor

\_\_\_\_\_  
McLean Barnett, Council Member

\_\_\_\_\_  
Arnetta Hicks-Murray, Council Member

\_\_\_\_\_  
Marquette Greene-Scott, Council Member

\_\_\_\_\_  
Tim Varlack, Council Member

\_\_\_\_\_  
Sydney Hargroder, Council Member

\_\_\_\_\_  
Kareem Boyce, Council Member

\_\_\_\_\_  
Dinh Ho, P.E., City Engineer

\_\_\_\_\_  
Date

PLANNING AND ZONING COMMISSION APPROVAL

\_\_\_\_\_  
David Hurst, Chairman  
Planning and Zoning Commission

\_\_\_\_\_  
Les Hoesey  
Planning and Zoning Commission Member

\_\_\_\_\_  
Brenda Dillon  
Planning and Zoning Commission Member

\_\_\_\_\_  
Brian Johnson  
Planning and Zoning Commission Member

\_\_\_\_\_  
Terry Hoyes  
Planning and Zoning Commission Member

\_\_\_\_\_  
Robert Wall  
Planning and Zoning Commission Member

\_\_\_\_\_  
Warren Davis Jr.  
Planning and Zoning Commission Member

\_\_\_\_\_  
Date

METES AND BOUNDS DESCRIPTION  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57  
WATER PLANT  
BEING A 1.335 ACRE TRACT OF LAND LOCATED IN THE  
W.H. DENNIS SURVEY, ABSTRACT NO. 512  
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 1.335 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2022036335 AND PART OF LOTS 470, 471, 473 AND 474 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 1.335 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the most easterly northeast corner of said 233.54 acre tract being in arc of a curve in the westerly right-of-way line of State Highway 288;

THENCE, South 02°32'23" East, with the easterly line of the said 233.54 acre tract for a distance of 578.19 feet to a point for corner;

THENCE, South 87°27'37" West, for a distance of 551.92 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeast corner and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, South 87°37'00" West, for a distance of 226.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwest corner of herein described tract;

2) THENCE, North 24°59'26" West, for a distance of 189.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a corner in the arc of a non-tangent curve, marking the westerly most northwest corner of herein described tract;

3) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 325.00 feet, an arc length of 108.05 feet, an angle of 19°02'56", and a chord bearing North 47°30'33" East, for a distance of 107.56 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

4) THENCE, South 51°53'51" East, for a distance of 41.69 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

5) THENCE, North 87°37'00" East, for a distance of 186.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeast corner of herein described tract;

6) THENCE, South 01°55'49" East, for a distance of 217.01 feet to the POINT OF BEGINNING and containing 1.335 acres of land.

# FINAL PLAT BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT

BEING A SUBDIVISION OF 1.335 ACRES OUT OF  
THE W. H. DENNIS SURVEY, A-512,  
AND BEING OUT OF LOTS 470, 471, 473 AND  
474 EMIGRATION LAND COMPANY SUBDIVISION  
IN THE CITY OF IOWA COLONY,  
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE (1335 ACRES)

**OWNER**

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
6900 E. CAMELBACK ROAD, SUITE 800  
SCOTTSDALE, AZ 85251  
(786)-753-8110

**DEVELOPER**

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
13430 NORTHWEST FREEWAY, SUITE 900  
HOUSTON, TX 77040  
(281)-560-6600

SEPTEMBER, 2024

**ENGINEER/SURVEYOR**



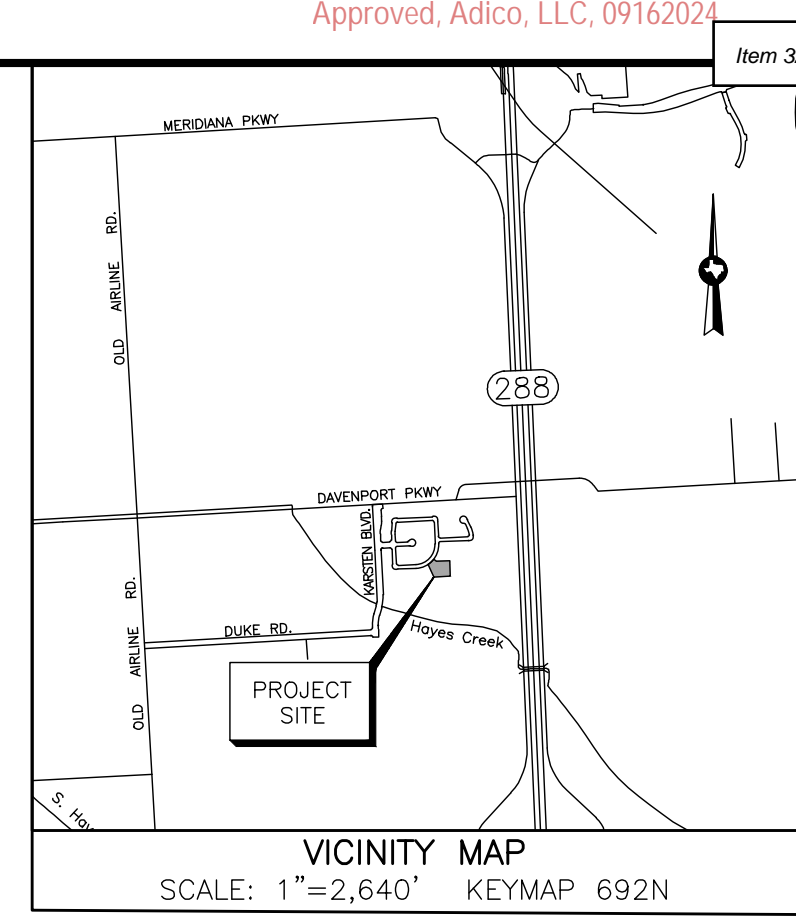
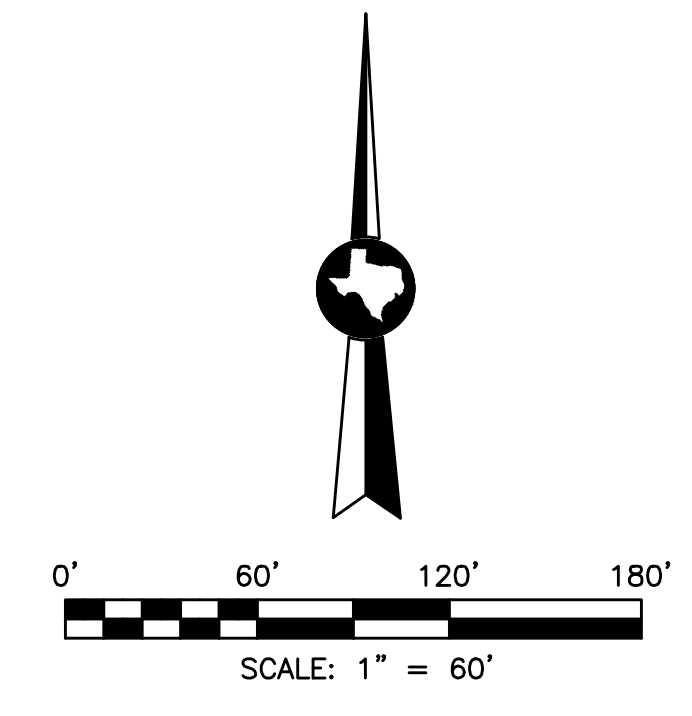
10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
EHRA TEAM  
TBPE No. F-726  
TBPELS No. 10092300

**GENERAL NOTES:**

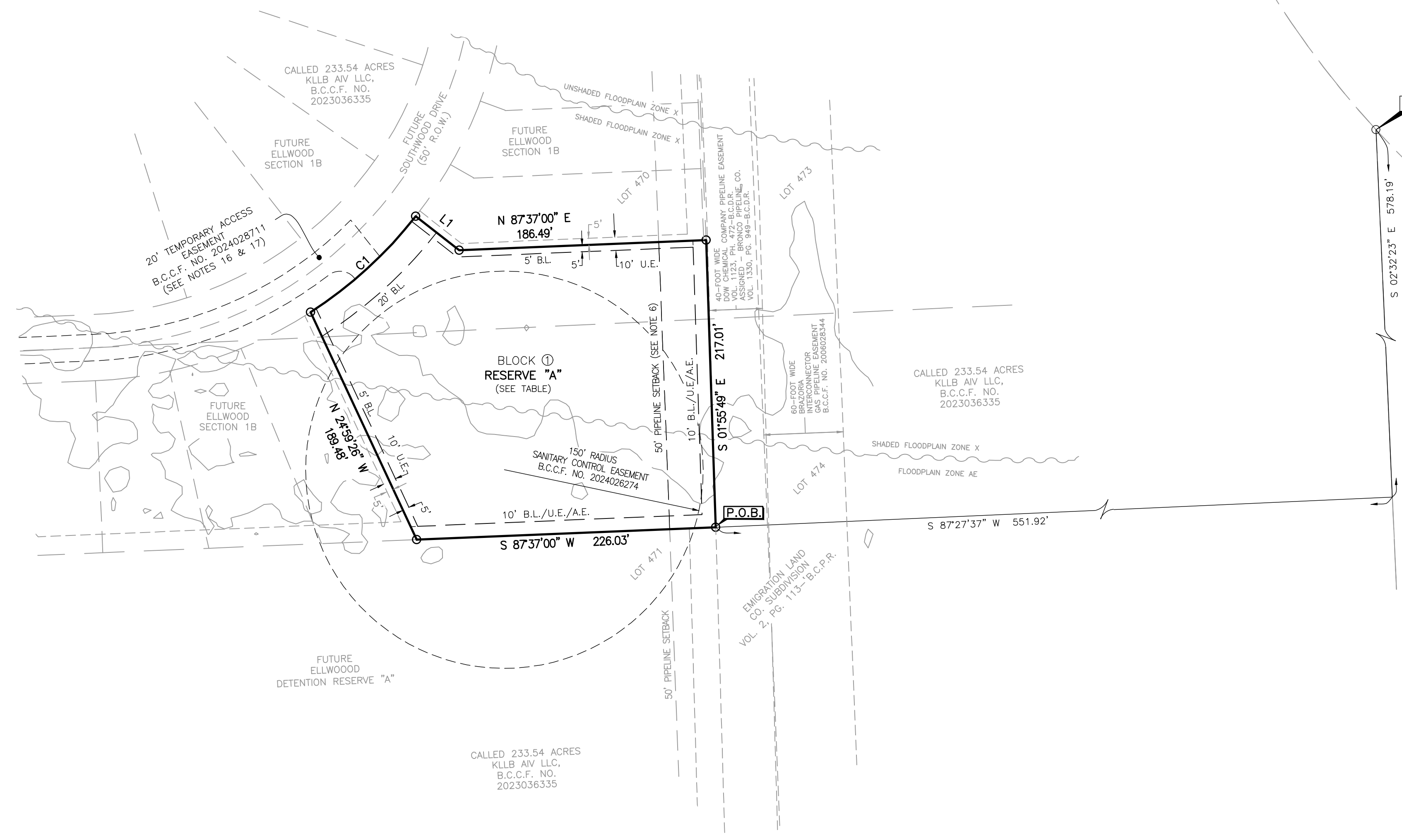
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plot shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
- A- indicates Abstract  
AC- indicates Acres  
A.E. indicates Aerial Easement  
B.C.C.F. NO. indicates Brazoria County Clerk's File Number  
B.C.D.R. indicates Brazoria County Deed Records  
B.C.P.R. NO. indicates Brazoria County Plat Records Number  
B.L. indicates Building Line  
P.G. indicates Page  
P.O.B. indicates Point Of Beginning  
P.O.C. indicates Point of Commencing  
P.U.E. indicates Public Utility Easement  
R.O.W. indicates Right of Way  
SQ.FT. indicates Square Feet  
U.E. indicates Utility Easement  
VOL. indicates Volume  
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
- The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
- The boundary for this plat has a closure in excess of 1:15,000.
- Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure pipeline distribution system pipeline as defined herein.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 4803900120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined) and a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

- The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all restricted reserves.
- All ten (10) foot wide Utility Easements extend five (5) feet on each side of the common line, unless otherwise indicated.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- The temporary access easement provided must be 20 feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Official (AASHTO).
- The temporary access easement will be released and abandoned and revert to the dedicant when the underlying property is subdivided in a recorded plat.



**BENCHMARK(S):**  
NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



RESIDUE OF A CALLED 285.913 ACRE TRACT B.C.C.F. NO. 2006042423 B.C.C.F. NO. 2013040085

## FINAL PLAT BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT

BEING A SUBDIVISION OF 1.335 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 470, 471, 473 AND 474 EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE (1.335 ACRES)

**OWNER**

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
6900 E. CAMELBACK ROAD, SUITE 800  
SCOTTSDALE, AZ 85251  
(786)-753-8110

**DEVELOPER**

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
13430 NORTHWEST FREEWAY, SUITE 900  
HOUSTON, TX 77040  
(281)-560-6600

SEPTEMBER, 2024

**ENGINEER/SURVEYOR**



10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
EHRA TEAM  
TBPE No. F-726  
TBPELS No. 10092300

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	WATER PLANT	58,158 SQ. FT. / 1.335 ACRES

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C1	325.00'	19°02'56"	108.05'	N 47°36'33" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 51°53'51" E	41.69'

Thursday, September 19, 2024

Kaitlin Gile  
EHRA Engineering  
10011 Meadowglen Lane  
Houston, TX 77042  
Email: [kgile@ehra.team](mailto:kgile@ehra.team)

Re: Ellwood Detention Reserves "A" and "B" Final Plat  
Letter of Recommendation  
COIC Project No. 4647  
Adico, LLC Project No. 16007-2-392

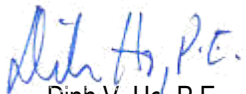
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the resubmittal of Ellwood Detention Reserves "A" and "B" Final Plat received on or about September 17, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 17, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-392

STATE OF TEXAS }
COUNTY OF BRAZORIA }

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Patton, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD DETENTION RESERVES "A" AND "B", do hereby make subdivision of said property for and on behalf of said KLLB AIV, LLC, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD DETENTION RESERVES "A" AND "B" where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Patton, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this \_\_\_ day of \_\_\_\_\_, 2024.

OWNER

KLLB AIV LLC,
a Delaware Limited Liability Company

BY: \_\_\_\_\_
Print Name: Tricia Patton
Title: Authorized Signatory

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Patton, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the
State of Arizona
My Notary Commission Expires \_\_\_\_\_

Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Wil Kennedy, Mayor
McLean Barnett, Council Member
Arnetta Hicks-Murray, Council Member
Marquette Greene-Scott, Council Member
Tim Varlack, Council Member
Sydney Hargroder, Council Member
Kareem Boyce, Council Member
Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

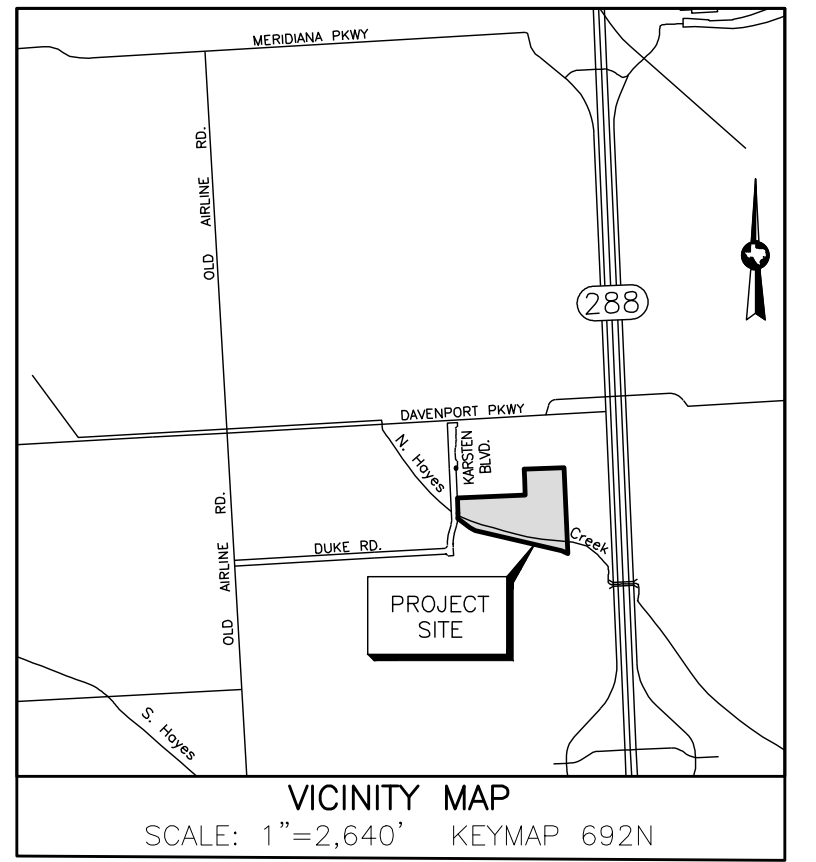
David Hurst, Chairman
Planning and Zoning Commission
Les Hosoy
Planning and Zoning Commission Member
Brenda Dillon
Planning and Zoning Commission Member
Brian Johnson
Planning and Zoning Commission Member
Terry Hayes
Planning and Zoning Commission Member
Robert Wall
Planning and Zoning Commission Member
Warren Davis Jr.
Planning and Zoning Commission Member

Date

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

- 1. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
2. All property shall drain into the drainage easement only through an approved drainage structure.
3. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, any governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
4. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
5. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
6. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
7. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24 I.D. or equal.
8. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
9. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
10. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
11. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
12. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
13. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
14. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
15. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

BENCHMARK(S):
NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



METES AND BOUNDS DESCRIPTION
ELLWOOD DETENTION RESERVES "A" AND "B"
BEING A 24.76 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5

Lee Walden, P.E., Date
President
Kerry L. Osburn Date
Vice President
Brandon Middleton Date
Secretary/Treasurer
Dinh V. Ho, P.E. Date
District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

BCDD5 ID# 24100-02-15

DESCRIPTION OF A 24.76 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOTS 468, 471, 473, 474, 475, 476, 477, AND 478 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 24.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the most easterly northeast corner of said 233.54 acre tract being in arc of a curve in the westerly right-of-way line of State Highway 288;

THENCE, South 02°32'23" East, along the easterly line of said 233.54 acre tract for a distance of 227.70 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeast corner and the POINT OF BEGINNING of the herein described tract of land;

- 1) THENCE, South 02°32'23" East, continuing along the easterly line of said 233.54 acre tract for a distance of 1,182.43 feet to a 5/8-inch capped iron rod stamped "BL" found marking the northwest corner of that certain tract of land called 18.00 acres described under B.C.C.F. No. 2007010789;
2) THENCE, North 65°46'30" West, for a distance of 89.60 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
3) THENCE, North 76°38'44" West, for a distance of 1,220.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
4) THENCE, North 62°27'14" West, for a distance of 85.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
5) THENCE, North 52°54'03" West, for a distance of 204.60 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a curve to the left;
6) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 540.00 feet, a central angle of 07°41'57", an arc length of 72.56 feet, and a chord bearing of North 01°05'09" East, for a distance of 72.51 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
7) THENCE, North 02°45'50" West, for a distance of 214.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
8) THENCE, North 87°37'00" East, for a distance of 929.64 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
9) THENCE, North 01°55'49" West, for a distance of 217.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
10) THENCE, North 02°22'56" West, for a distance of 135.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
11) THENCE, North 87°37'00" East, for a distance of 549.24 feet to the POINT OF BEGINNING and containing 24.76 acres of land.

FINAL PLAT
ELLWOOD DETENTION
RESERVES "A" AND "B"

BEING A SUBDIVISION OF 24.76 ACRES OUT OF THE
W. H. DENNIS SURVEY, A-512, AND BEING OUT OF
LOTS 468, 471, 473, 474, 475, 476, 477, AND 478 OF THE
EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY
OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES (24.76 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR

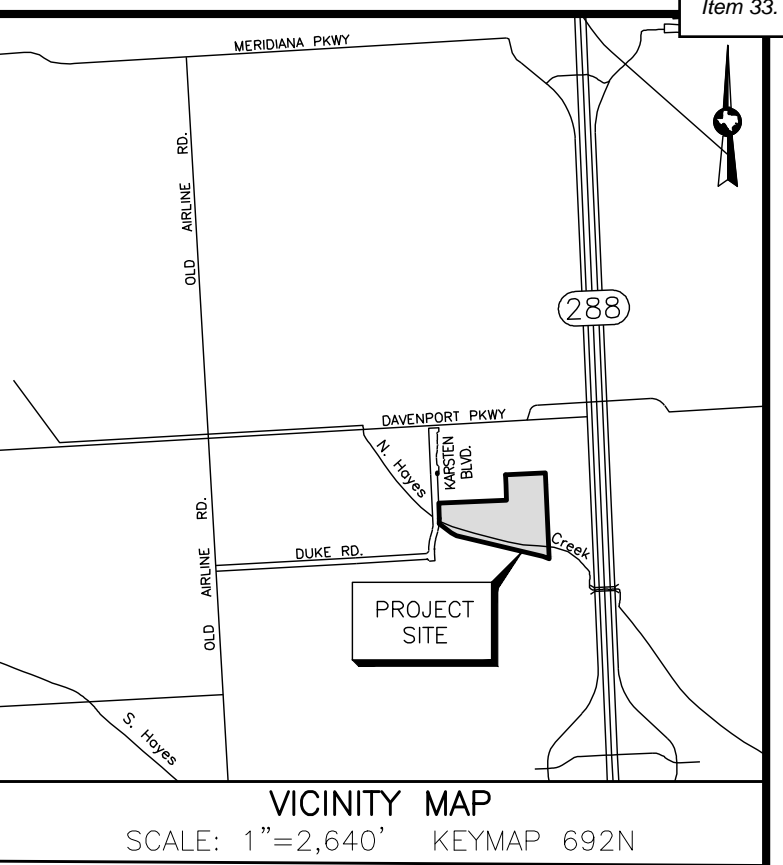
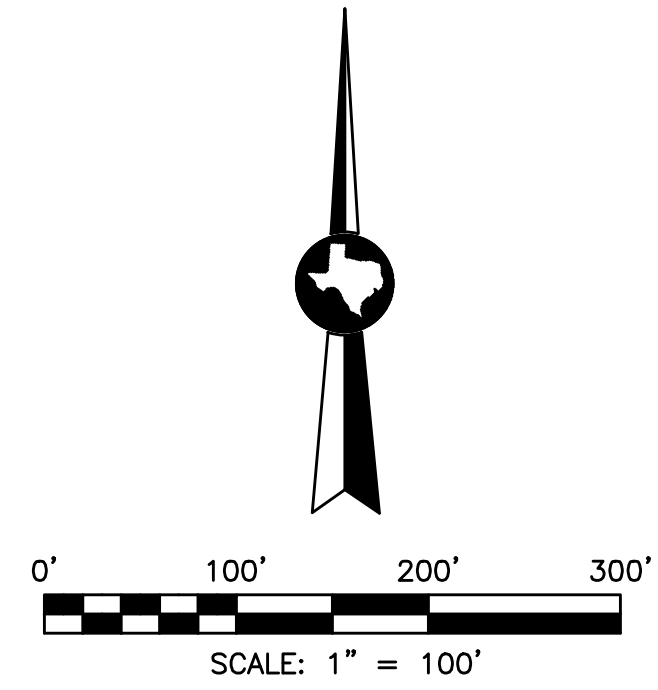
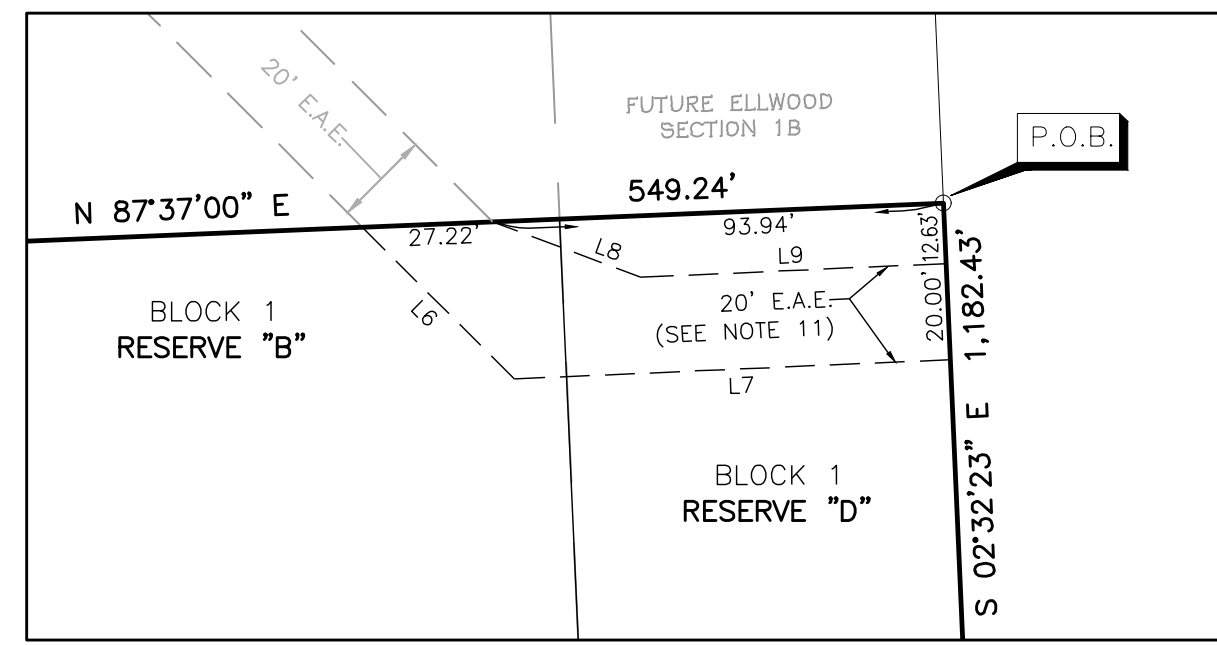


10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

GENERAL NOTES:

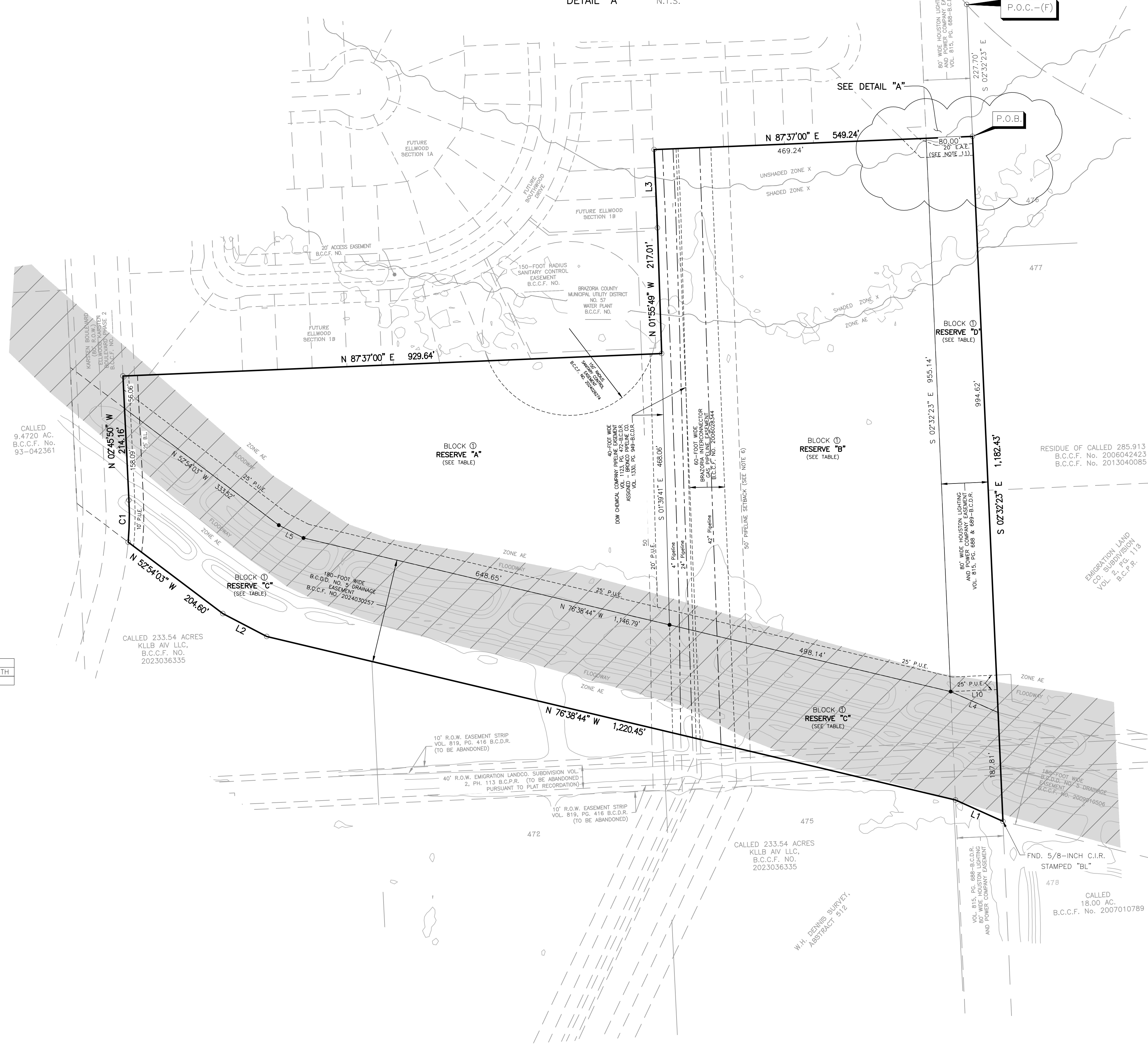
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plot shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
- A- indicates Abstract  
AC, indicates Acres  
B.C.C.F. NO. indicates Brazoria County Clerk's File Number  
B.C.D.R. indicates Brazoria County Deed Records  
B.C.P.R. NO. indicates Brazoria County Plat Records Number  
B.L. indicates Building Line  
C.I.R. indicates Capped Iron Rod  
E.A.E. indicates Emergency Access Easement  
FND, indicates Found  
N.T.S. indicates Not To Scale  
Pg. indicates Page  
P.O.B. indicates Point Of Beginning  
P.O.C. indicates Point of Commencing  
P.U.E. indicates Private Utility Easement  
R.O.W. indicates Right of Way  
U.E. indicates Utility Easement  
VOL., indicates Volume  
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
- The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).
- The boundary for this plat has a closure in excess of 1:15,000.
- Subject to Ordinance No. 2011-4 (Pipeline Seaback Ordinance), no residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure pipeline distribution system pipeline as defined herein.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- The emergency access provided must be 20 feet in width and have a traffic load of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within the "Floodway", a portion of the property lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined) and a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.



**BENCHMARK(S):**

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



**PARKLAND TABLE**

PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00
ELLWOOD DETENTION RESERVES "A" AND "B"	1.66
ELLWOOD DETENTION RESERVE "C"	0.00
ELLWOOD KARSTEN BOULEVARD PHASE 1	0.00
ELLWOOD SECTION 1A	0.51
TOTAL	2.17

# FINAL PLAT ELLWOOD DETENTION RESERVES "A" AND "B"

BEING A SUBDIVISION OF 24.76 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 468, 471, 473, 474, 475, 476, 477, AND 478 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES (24.76 ACRES)

**OWNER**

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
6900 E. CAMELBACK ROAD, SUITE 800  
SCOTTSDALE, AZ 85251  
(786)-753-8110

**DEVELOPER**

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
13430 NORTHWEST FREEWAY, SUITE 900  
HOUSTON, TX 77040  
(281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRA-TEAM  
TBPE No. F-726  
TBPELS No. 10092300

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 65°46'30" W	89.60'
L2	N 62°27'14" W	85.46'
L3	N 02°22'56" W	135.00'
L4	N 66°08'52" W	89.31'
L5	N 62°27'14" W	48.01'
L6	S 45°06'09" E	44.75'
L7	N 87°27'37" E	90.89'
L8	S 69°29'29" E	32.91'
L9	N 87°27'37" E	63.66'
L10	N 87°27'37" E	80.00'

**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	540.00'	07°41'57"	72.56'	N 01°05'09" E	72.51'

**RESERVE TABLE**

RESERVE	RESTRICTED TO	AREA
A	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	292,055 SQ. FT. / 6.71 ACRES
B	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	420,445 SQ. FT. / 9.65 ACRES
C	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, UTILITY PURPOSES	288,050 SQ. FT. / 6.61 ACRES
D	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	77,991 SQ. FT. / 1.79 ACRES
TOTAL		1,078,541 SQ. FT. / 24.76 ACRES

Wednesday, September 18, 2024

Kaitlin Gile  
EHRA Engineering  
10011 Meadowglen Lane  
Houston, TX 77042  
Email: [kgile@ehra.team](mailto:kgile@ehra.team)

Re: Ellwood Karsten Boulevard Phase 1 Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4646  
Adico, LLC Project No. 16007-2-393

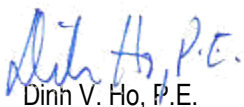
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the resubmittal of Ellwood Karsten Boulevard Phase 1 Final Plat received on or about September 17, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 17, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC



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

Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-393

STATE OF TEXAS }  
COUNTY OF BRAZORIA }

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD KARSTEN BOULEVARD PHASE 1, do hereby make subdivision of said property for and on behalf of said KLLB AIV, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD KARSTEN BOULEVARD PHASE 1 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OWNER**  
KLLB AIV LLC,  
a Delaware limited liability company

BY: \_\_\_\_\_  
Print Name Tricia Tiernan  
Title: Authorized Signatory

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the  
State of Arizona  
My Notary Commission Expires \_\_\_\_\_

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

Robert Boelsche, Registered Professional Land Surveyor  
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

\_\_\_\_\_  
Wil Kennedy, Mayor

\_\_\_\_\_  
McLean Barnett, Council Member

\_\_\_\_\_  
Arnetta Hicks-Murray, Council Member

\_\_\_\_\_  
Marquette Greene-Scott, Council Member

\_\_\_\_\_  
Tim Varlock, Council Member

\_\_\_\_\_  
Sydney Hargroder, Council Member

\_\_\_\_\_  
Kareem Boyce, Council Member

\_\_\_\_\_  
Dinh Ho, P.E., City Engineer

\_\_\_\_\_  
Date

PLANNING AND ZONING COMMISSION APPROVAL

\_\_\_\_\_  
David Hurst, Chairman  
Planning and Zoning Commission

\_\_\_\_\_  
Les Hosey  
Planning and Zoning Commission Member

\_\_\_\_\_  
Brenda Dillon  
Planning and Zoning Commission Member

\_\_\_\_\_  
Brian Johnson  
Planning and Zoning Commission Member

\_\_\_\_\_  
Terry Hayes  
Planning and Zoning Commission Member

\_\_\_\_\_  
Robert Wall  
Planning and Zoning Commission Member

\_\_\_\_\_  
Warren Davis Jr.  
Planning and Zoning Commission Member

\_\_\_\_\_  
Date

METES AND BOUNDS DESCRIPTION  
ELLWOOD KARSTEN BOULEVARD PHASE 1  
BEING A 1.576 ACRE TRACT OF LAND LOCATED IN THE  
W.H. DENNIS SURVEY, ABSTRACT NO. 512  
BRAZORIA COUNTY, TEXAS

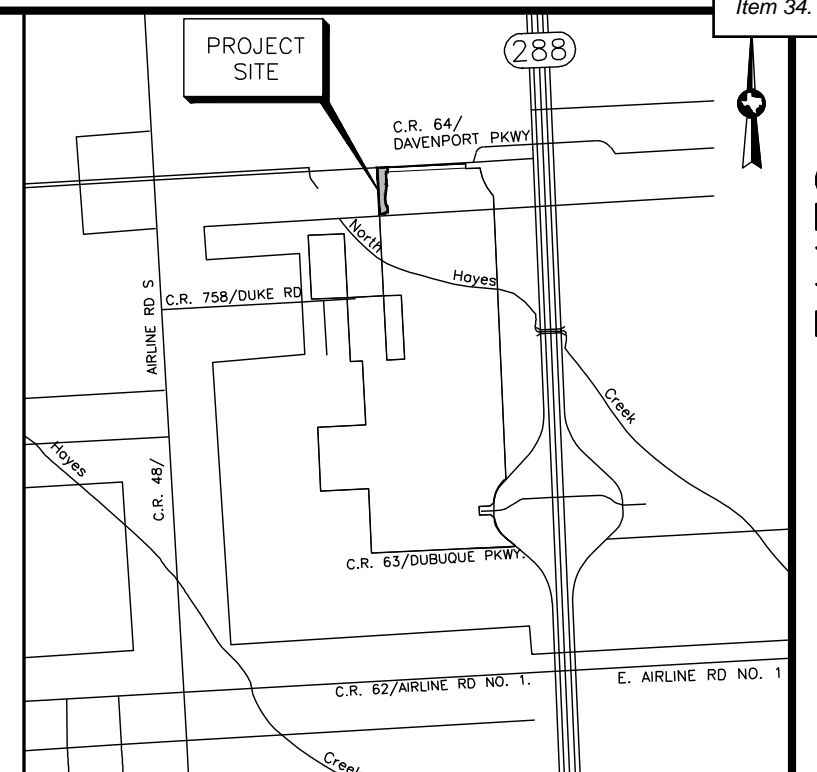
DESCRIPTION OF A 1.576 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOT 467 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 1.576 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized common line of the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 285, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

- 1) THENCE, N 87°20'14" E, continuing with the said survey line for a distance of 140.15 feet to a "MAG" nail set marking the northeasterly corner of the herein described tract of land;  
THENCE, severing over and across said 233.54 acre tract the following fourteen (14) courses and distances:  
2) THENCE, South 02°39'46" East, for a distance of 60.00 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for corner in the arc of a non-tangent curve;  
3) THENCE, in a southwesterly direction along the arc of a non-tangent curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 42°14'10" West, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for tangency;  
4) THENCE, South 02°45'50" East, for a distance of 85.43 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for curvature;  
5) THENCE, in a southerly direction along the arc of a curve to the right having a radius of 2060.00 feet, an arc length of 60.62 feet, an angle of 01°41'10", and a chord bearing South 01°55'15" East, for a distance of 60.62 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for tangency;  
6) THENCE, South 01°04'40" East, for a distance of 10.98 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for curvature;  
7) THENCE, in a southerly direction along the arc of a curve to the right having a radius of 312.00 feet, an arc length of 58.10 feet, an angle of 10°40'13", and a chord bearing South 04°15'26" West, for a distance of 58.02 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for tangency;  
8) THENCE, south 09°35'33" West, for a distance of 46.83 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for curvature;  
9) THENCE, in a southerly direction along the arc of a curve to the left having a radius of 288.00 feet, an arc length of 62.11 feet, an angle of 12°21'23", and a chord bearing South 03°24'51" West, for a distance of 61.99 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for tangency;  
10) THENCE, South 02°45'50" East, for a distance of 94.38 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for curvature;  
11) THENCE, in a southeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 47°45'50" East, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for corner;  
12) THENCE, South 02°45'50" East, for a distance of 80.00 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set for corner in the arc of a non-tangent curve;  
13) THENCE, in a southwesterly direction along the arc of a non-tangent curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing South 42°14'10" West, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set marking the southeasterly corner of the herein described tract of land;  
14) THENCE, South 87°14'10" West, for a distance of 90.00 feet to a 5/8-inch iron rod stamped "EHRA 713-784-4500" set in the westerly line of the aforementioned 233.54 acre tract common to that certain tract of land called 10 acres described under B.C.C.F. No. 2021023524, marking the southwesterly corner of the herein described tract of land;  
15) THENCE, North 02°45'50" West, with the common line between said 233.54 acre tract and said 10 acre tract for a distance of 631.61 feet to the POINT OF BEGINNING and containing 1.576 acres of land.

**BENCHMARK(S):**  
NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

VICINITY MAP  
SCALE: 1"=2,640' KEYMAP: 692N



# FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 1

BEING A SUBDIVISION OF 1.576 ACRES OUT OF THE  
W. H. DENNIS SURVEY, ABSTRACT NO 512,  
AND BEING OUT OF LOT 467 OF THE  
EMIGRATION LAND COMPANY SUBDIVISION,  
IN THE CITY OF IOWA COLONY,  
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

**OWNER**  
KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
6900 E. CAMELBACK ROAD, SUITE 800  
SCOTTSDALE, AZ 85251  
(786)-753-8110

**DEVELOPER**  
BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
13430 NORTHWEST FREEWAY, SUITE 900  
HOUSTON, TX 77040  
(281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRA.TEAM  
TBPE No. F-726  
TBPELS No. 10092300



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plat shown hereon are set 5/8-inch iron rods 3/8-inch in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
- B.C.C.F. NO. indicates Brazoria County Clerk's File Number  
B.C.D.R. indicates Brazoria County Deed Records  
B.C.P.R. NO. indicates Brazoria County Plat Records Number  
B.L. indicates Building Line  
C.M. indicates Controlling Monument  
FND. indicates Found  
PC. indicates Page  
P.O.B. indicates Point Of Beginning  
P.O.C. indicates Point of Commencing  
P.U.E. indicates Public Utility Easement  
R.O.W. indicates Right of Way  
U.E. indicates Utility Easement  
VOL. indicates Volume
- The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.D.D.#5).
- The boundary for this plat has a closure in excess of 1:15,000.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
- One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property show hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).

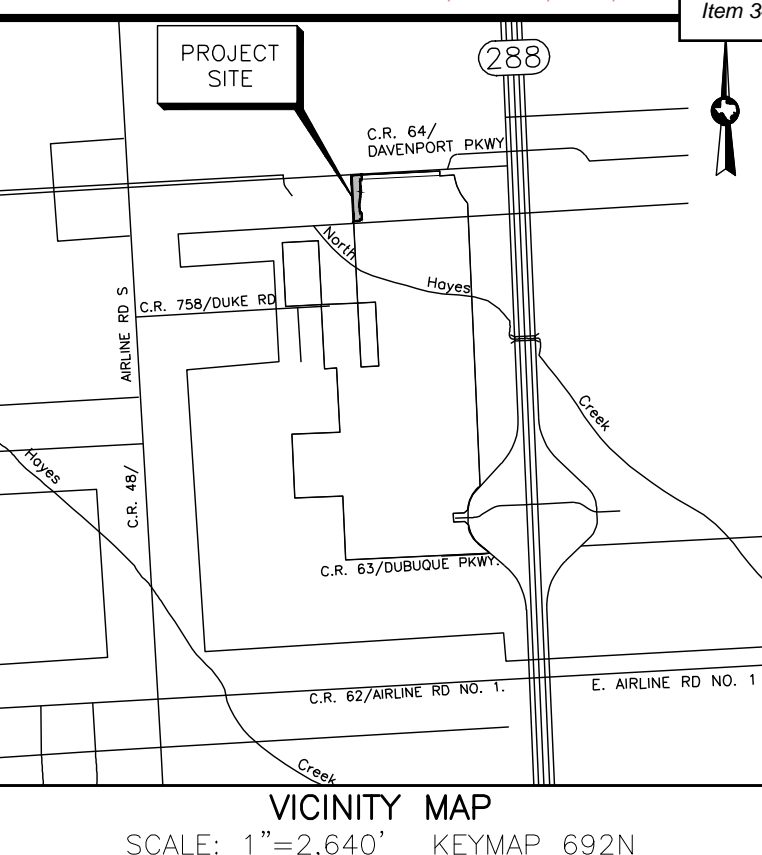
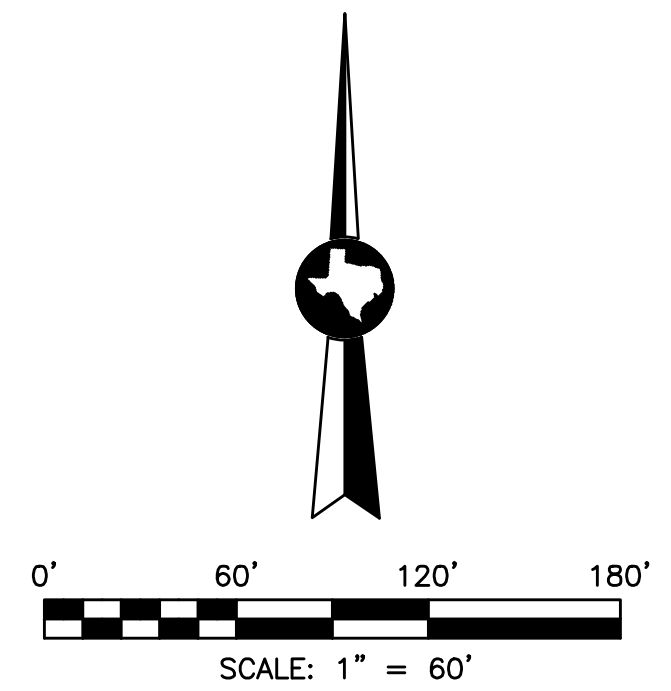
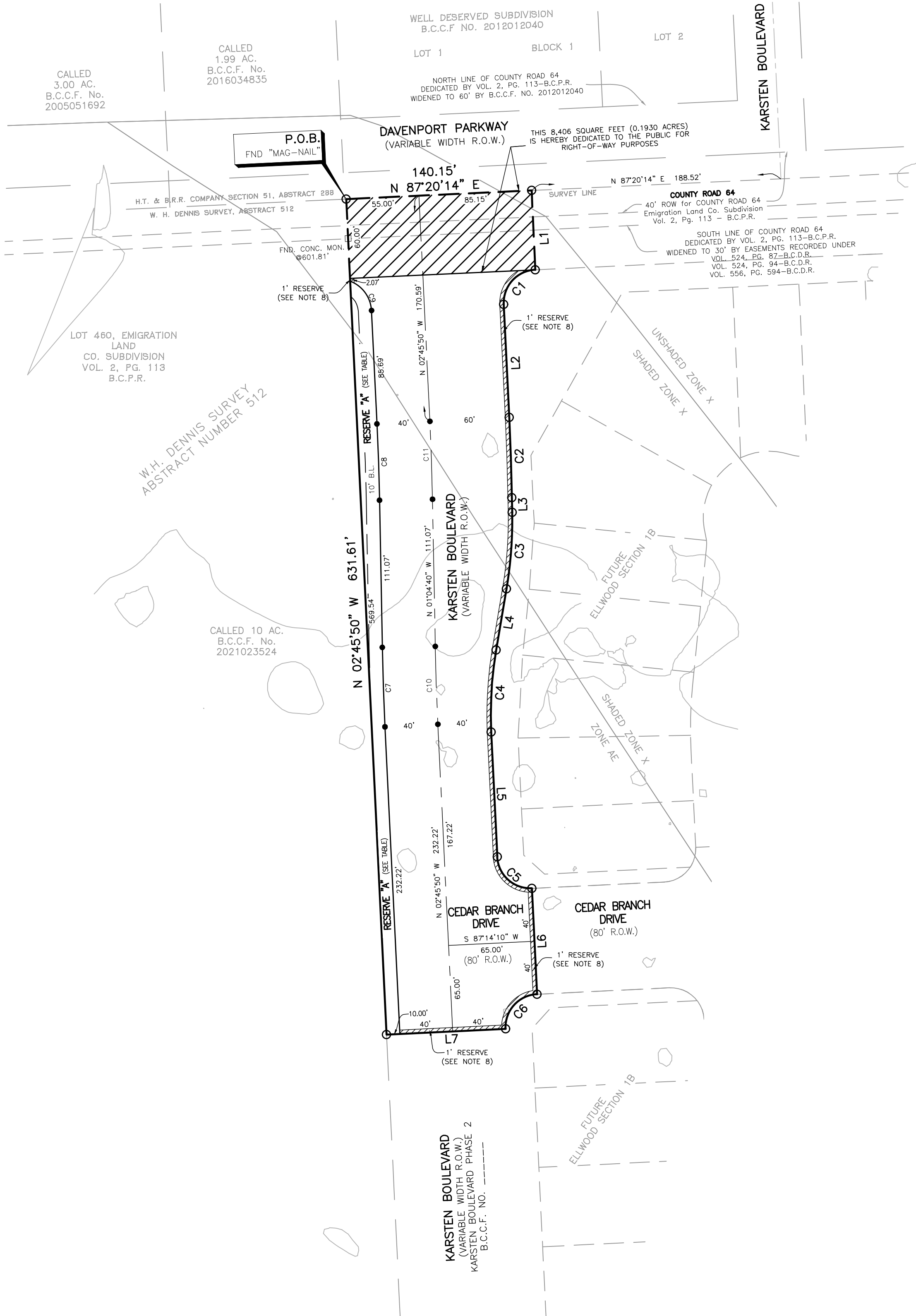
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.31'	90°00'00"	S 42°17'12" W	35.39'
C2	2060.00'	60.62'	01°41'10"	S 01°55'15" E	60.62'
C3	312.00'	58.10'	10°40'13"	S 04°15'26" W	58.02'
C4	288.00'	62.11'	12°21'23"	S 03°24'51" W	61.99'
C5	25.00'	39.27'	90°00'00"	S 47°45'50" E	35.36'
C6	25.00'	39.27'	90°00'00"	S 42°14'10" W	35.36'
C7	2040.00'	60.03'	01°41'10"	N 01°55'15" W	60.03'
C8	1960.00'	57.68'	01°41'10"	N 01°55'15" W	57.68'
C9	25.00'	28.98'	66°25'19"	N 35°58'29" W	27.39'
C10	2000.00'	58.86'	01°41'10"	N 01°55'15" W	58.85'
C11	2000.00'	58.86'	01°41'10"	N 01°55'15" W	58.85'

LINE	BEARING	DISTANCE
L1	S 02°39'46" E	60.00'
L2	S 02°45'50" E	83.43'
L3	S 01°04'40" E	10.98'
L4	S 09°35'33" W	46.83'
L5	S 02°45'50" E	34.38'
L6	S 02°45'50" E	80.00'
L7	S 87°14'10" W	90.00'

RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, UTILITY PURPOSES, & ROADWAY/ACCESS	6,712 SQ.FT. / 0.1541 ACRES



**BENCHMARK(S):**  
 NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
 ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

PARKLAND TABLE	
PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LEFT STATION NO. 3	0.00
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00
ELLWOOD DETENTION RESERVES "A" AND "B"	1.66
ELLWOOD DETENTION RESERVE "C"	0.00
ELLWOOD KARSTEN BOULEVARD PHASE 1	0.00
ELLWOOD SECTION 1A	0.51
TOTAL	2.17

# FINAL PLAT OF ELLWOOD KARSTEN BOULEVARD PHASE 1

BEING A SUBDIVISION OF 1.576 ACRES OUT OF THE W. H. DENNIS SURVEY, ABSTRACT NO. 512, AND BEING OUT OF LOT 467 OF THE EMIGRATION LAND COMPANY SUBDIVISION, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 RESERVE

**OWNER**  
 KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
 6900 E. CAMELBACK ROAD, SUITE 800  
 SCOTTSDALE, AZ 85251  
 (786)-753-8110

**DEVELOPER**  
 BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
 13430 NORTHWEST FREEWAY, SUITE 900  
 HOUSTON, TX 77040  
 (281)-560-6600

SEPTEMBER, 2024  
 ENGINEER/SURVEYOR



10011 MEADOWGLEN LN  
 HOUSTON, TEXAS 77042  
 713-784-4500  
 WWW.EHRA.TEAM  
 TBPE No. F-726  
 TBPELS No. 10092300

Friday, September 20, 2024

Kaitlin Gile  
EHRA Engineering  
10011 Meadowglen Lane  
Houston, TX 77042  
Email: [kgile@ehra.team](mailto:kgile@ehra.team)

Re: Ellwood Section 1A Final Plat  
Letter of Recommendation to Approve  
COIC Project No. 4645  
Adico, LLC Project No. 16007-2-394

Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Ellwood Section 1A Final Plat received on or about September 19, 2024. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on September 19, 2024. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than September 23, 2024, for consideration at the October 1, 2024, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC



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

Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-394

STATE OF TEXAS }
COUNTY OF BRAZORIA }

We, KLLB AIV LLC, a Delaware limited liability company, acting by and through Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, owner of the property subdivided in this plat, ELLWOOD SECTION 1A, do hereby make subdivision of said property for and on behalf of said KLLB AIV, a Delaware limited liability company, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of ELLWOOD SECTION 1A where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, KLLB AIV LLC, a Delaware limited liability company, has caused these presents to be signed by Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, thereunto authorized by this \_\_\_\_, day of \_\_\_\_, 2024.

OWNER
KLLB AIV LLC,
a Delaware limited liability company

BY:
Print Name Tricia Tiernan
Title: Authorized Signatory

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BEFORE ME, the undersigned authority, on this day personally appeared Tricia Tiernan, Authorized Signatory of KLLB AIV LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_, day of \_\_\_\_, 2024.

Notary Public in and for the
State of Arizona
My Notary Commission Expires \_\_\_\_

I, Robert L. Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

Robert L. Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Will Kennedy, Mayor

McLean Barnett, Council Member

Arnetta Hicks-Murray, Council Member

Marquette Greene-Scott, Council Member

Tim Varlack, Council Member

Sydney Hargroder, Council Member

Kareem Boyce, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hosey
Planning and Zoning Commission Member

Brenda Dillon
Planning and Zoning Commission Member

Brian Johnson
Planning and Zoning Commission Member

Terry Hoyes
Planning and Zoning Commission Member

Robert Wall
Planning and Zoning Commission Member

Warren Davis Jr.
Planning and Zoning Commission Member

Date

METES AND BOUNDS DESCRIPTION
ELLWOOD SECTION 1A
BEING A 3.445 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 3.445 ACRE TRACT OF LAND LOCATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO KLLB AIV LLC, DESCRIBED AS BEING 233.54 ACRES BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2023036335 AND PART OF LOT 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 3.445 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail called for and found marking the northerly common corner of Lots 460 and 467 and the northwesterly corner of the said 233.54 acre tract being in the recognized common line of the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64, also known as Davenport Parkway, (based on a width of 40 feet by the plat of Emigration Land Co.);

THENCE, South 02°45'50" East, along the westerly line of said 233.54 acre tract for a distance of 526.61 feet to a point for corner;

THENCE, North 87°14'10" East, for a distance of 115.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set marking the POINT OF BEGINNING of the herein described 3.445 acre tract;

1) THENCE, North 87°14'10" East, for a distance of 100.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature;

2) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 42°14'10" East, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point for corner;

3) THENCE, North 87°14'10" East, for a distance of 50.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

4) THENCE, North 02°45'50" West, for a distance of 74.14 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature ;

5) THENCE, in a northerly direction along the arc of a curve to the right having a radius of 275.00 feet, an arc length of 37.07 feet, an angle of 07°43'21", and a chord bearing North 01°05'51" East, for a distance of 37.04 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, North 87°20'14" East, for a distance of 412.95 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, South 02°18'12" East, for a distance of 151.87 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 03°34'30" West, for a distance of 90.56 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

9) THENCE, South 35°12'49" West, for a distance of 84.37 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

10) THENCE, South 62°17'23" West, for a distance of 51.18 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

11) THENCE, South 82°11'38" West, for a distance of 53.41 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

12) THENCE, South 87°37'00" West, for a distance of 252.71 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

13) THENCE, North 02°45'50" West, for a distance of 92.61 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

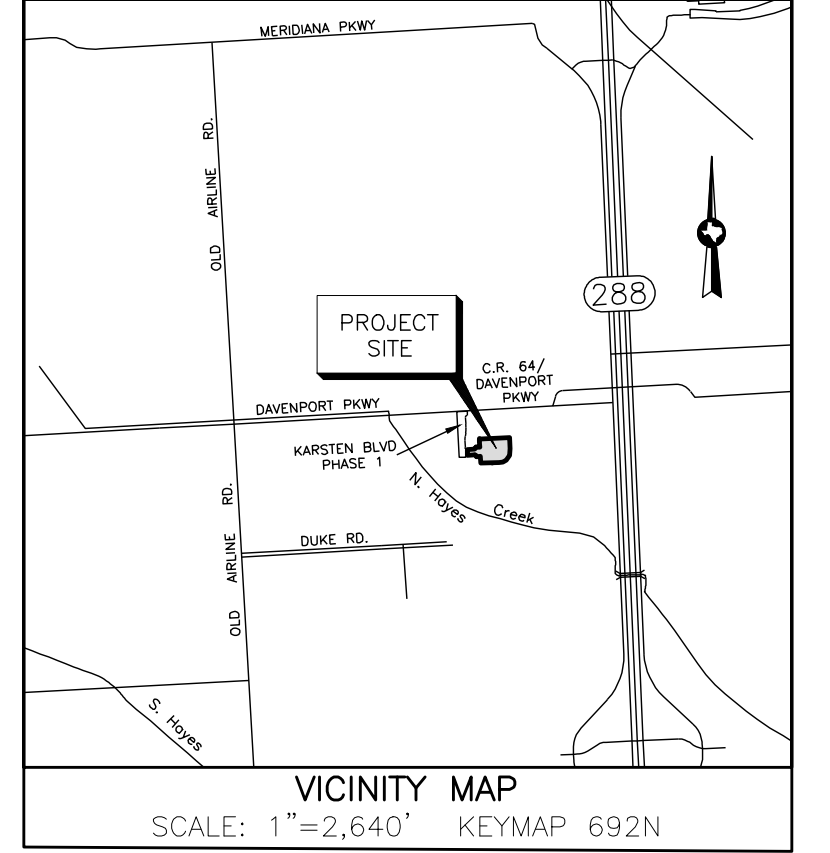
14) THENCE, South 87°14'10" West, for a distance of 50.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set in an arc of a non-tangent curve;

15) THENCE, in a northwesterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, an angle of 90°00'00", and a chord bearing North 47°45'50" West, for a distance of 35.36 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

16) THENCE, South 87°14'10" West, for a distance of 100.00 feet to a 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

17) THENCE, North 02°45'50" West, for a distance of 80.00 feet to the POINT OF BEGINNING and containing 3.445 acres of land

BENCHMARK(S):
NGS MONUMENT # E 306 DISK FOUND IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



FINAL PLAT OF
ELLWOOD SECTION 1A

BEING A SUBDIVISION OF 3.445 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK, 10 LOTS, AND 1 RESERVE (0.5070 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

SEPTEMBER, 2024

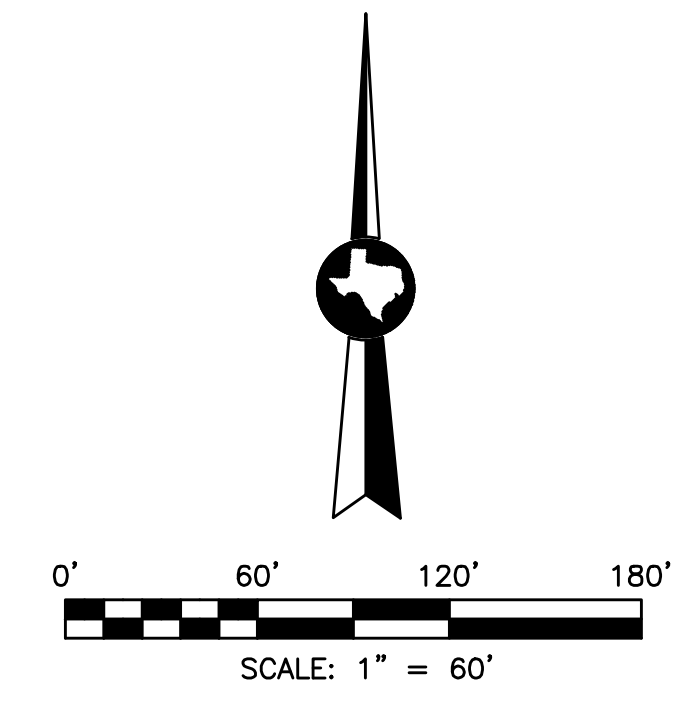
ENGINEER/SURVEYOR



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
  - All boundary corners for the plot shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
  - AC, indicates Acres  
B.C.C.F. NO. indicates Brazoria County Clerk's File Number  
B.C.D.R. indicates Brazoria County Deed Records  
B.C.P.R. NO. indicates Brazoria County Plat Records Number  
B.L. indicates Building Line  
PG, indicates Page  
P.O.B. indicates Point Of Beginning  
P.O.C. indicates Point of Commencing  
P.U.E. indicates Public Utility Easement  
P.R.W. indicates Right of Way  
U.E. indicates Utility Easement  
VOL. indicates Volume  
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
  - The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 57, and Brazoria County Drainage District #5 (B.C.D.D.#5).
  - The boundary for this plat has a closure in excess of 1:15,000.
  - No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
  - This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
  - All water and wastewater facilities shall conform to the city's design criteria.
  - This plat is subject to the Rally 288 West PUD Ordinance No. 2022-09.
  - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020, a portion of the subject property shown hereon lies within "Zone AE" (areas of 1% annual chance floodplain with base flood elevations determined), a portion of the subject property shown hereon lies within shaded "Zone X" (areas of 0.2% annual chance floodplain, areas of 1% annual chance floodplain for depth less than 1 foot or area less than 1 square mile) and a portion of the subject property shown hereon lies within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain, areas in which flood hazards are undetermined, but possible).
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
  - Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
  - Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
  - One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall herupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.
  - Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Ellwood Section 1A where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.



**BENCHMARK(S):**  
 NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

PARKLAND TABLE	
PLAT	ACREAGE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 LIFT STATION NO. 3	0.00
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 WATER PLANT	0.00
ELLWOOD DETENTION RESERVES "A" AND "B"	1.66
ELLWOOD DETENTION RESERVE "C"	0.00
ELLWOOD KARSTEN BOULEVARD PHASE 1	0.00
ELLWOOD SECTION 1A (10 LOTS)	0.51
<b>TOTAL</b>	<b>2.17</b>
<b>TOTAL REQUIRED</b>	<b>1/54 AC. PER LOT AT 10 LOTS = 0.19 AC</b>

1) PARKLAND IN DETENTION RESERVES IS CALCULATED AT SIDE OF THE AREA OF THE MAINTENANCE BERM, IF MAINTENANCE BERM INCLUDES TRAILS, IS AN AVERAGE MINIMUM WIDTH OF 30' AND A MINIMUM WIDTH OF 20', AND HAS SIDE SLOPES THAT DO NOT EXCEED A 5:1 RATIO.  
 2) ALL OTHER PARKLAND IS CALCULATED AS THE TOTAL OF RESERVES WITH A "RECREATION" RESTRICTION.

## FINAL PLAT OF ELLWOOD SECTION 1A

BEING A SUBDIVISION OF 3.445 ACRES OUT OF THE W. H. DENNIS SURVEY, A-512, AND BEING OUT OF LOTS 467 AND 470 OF THE EMIGRATION LAND COMPANY SUBDIVISION IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK, 10 LOTS, AND 1 RESERVE (0.5070 ACRES)

**OWNER**

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY  
 6900 E. CAMELBACK ROAD, SUITE 800  
 SCOTTSDALE, AZ 85251  
 (786)-753-8110

**DEVELOPER**

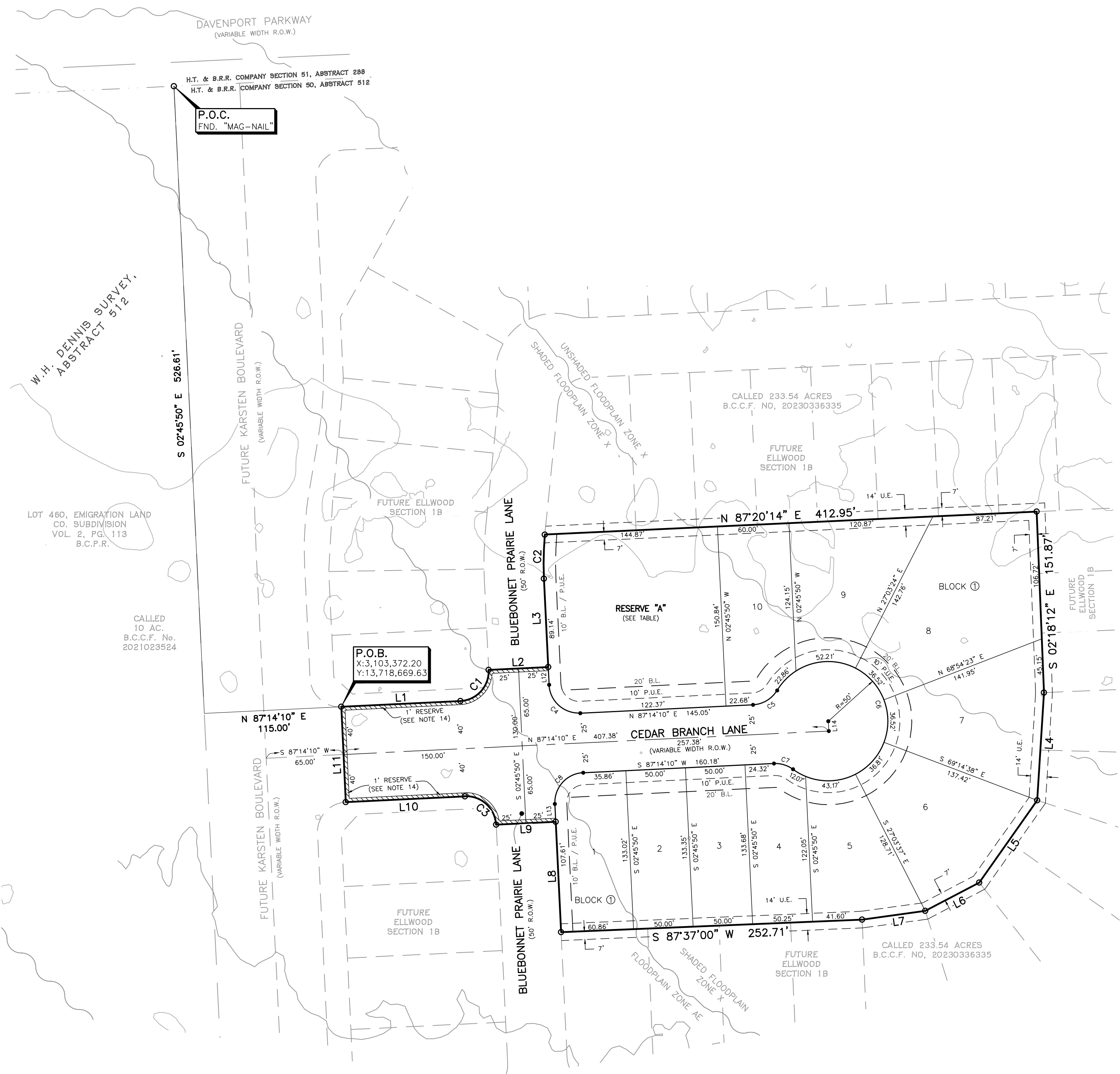
BEAZER HOMES, TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP  
 13430 NORTHWEST FREEWAY, SUITE 900  
 HOUSTON, TX 77040  
 (281)-560-6600

SEPTEMBER, 2024

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN  
 HOUSTON, TEXAS 77042  
 713-784-4500  
 WWW.EHRA-TEAM  
 TBPE No. F-726  
 TBPELS No. 10092300



RESERVE TABLE			
RESERVE	RESTRICTIONS	SQUARE FOOTAGE	ACREAGE
A	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	22,083	0.5070
<b>TOTAL</b>		<b>22,083</b>	<b>0.5070</b>

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27'	90°00'00"	N 42°14'10" E	35.36'
C2	275.00'	37.07'	7°43'21"	N 01°05'51" E	37.04'
C3	25.00'	39.27'	90°00'00"	N 47°45'50" W	35.36'
C4	25.00'	39.27'	90°00'00"	S 47°45'50" E	35.36'
C5	25.00'	24.52'	56°12'18"	N 59°08'01" E	23.55'
C6	50.00'	24.16'	23°51'38"	S 11°21'53" E	67.42'
C7	25.00'	17.02'	50°00'12"	N 73°15'44" W	16.65'
C8	25.00'	39.27'	90°00'00"	S 42°14'10" W	35.36'

LINE	BEARING	DISTANCE
L1	N 87°14'10" E	110.00'
L2	N 87°14'10" E	50.00'
L3	N 02°45'50" W	74.14'
L4	S 03°34'30" W	90.58'
L5	S 35°12'49" W	84.37'
L6	S 62°12'27" W	51.18'
L7	S 82°11'38" W	53.41'
L8	N 02°45'50" W	92.61'
L9	S 87°14'10" W	50.00'
L10	S 87°14'10" W	100.00'
L11	N 02°45'50" W	80.00'
L12	S 02°45'50" E	13.00'
L13	S 02°45'50" E	15.00'
L14	S 02°45'50" E	8.28'

Monday, September 30, 2024

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

Re: Detention & Grading Phase 1 to serve Brazoria County Municipal Utility District No. 87  
Recommendation for Approval into One Year Maintenance Period  
City of Iowa Colony Project No. 2060  
Adico, LLC Project No. 16007-4-425

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Detention & Mass Grading Phase 1 to serve Brazoria County Municipal Utility District 87. The final inspection was held March 7, 2024, with all punch list items completed on or about September 19, 2024.

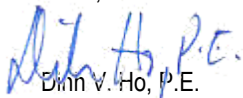
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Detention & Grading Phase 1 to serve Brazoria County Municipal Utility District No. 87 into the One-Year Maintenance Period. The maintenance period shall be effective October 7, 2024, if approved by city council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance approval 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: 16007-4-425

CERTIFICATION OF INFRASTRUCTURE FOR:

Detention and Grading Phase 1 to Serve Brazoria County MUD No. 87

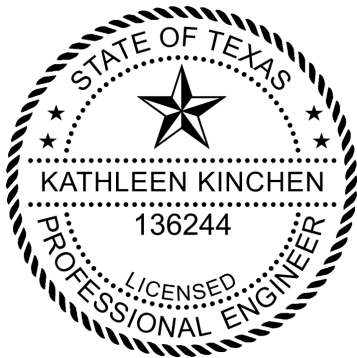
(Project Name)

I, Kathleen Kinchen

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

*Engineer's Seal*



Kathleen Kinchen

*Engineer's Signature*

LJA Engineering, Inc.

*Licensed Engineering Firm Name*

1904 W. Grand Parkway N, Suite 100

*Address*

Katy, TX 77449

*City, State and Zip Code*

713-358-8816

*Phone No.*

Bond No. 4458294



**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Northtex Construction, LLC

\_\_\_\_\_ as Principal,  
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of  
Ohio and duly authorized to transact business in the State of Texas

\_\_\_\_\_ as Surety, are held and firmly bound unto 608 Colony Investments, Ltd. By: FW Companies, LLC

obo Brazoria County Municipal Utility District No. 87 and Brazoria-Fort Bend Counties Municipal Utility District No. 3 as Obligee, in the sum of  
Seven Million Three Hundred Thirty Four Thousand Nine Hundred Thirty and 49/100 (\$7,334,930.49) DOLLARS,  
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 16th day of May, 2024.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, for Construction of the Detention and Grading Phase 1 to Serve Brazoria County  
Municipal Utility District No. 87, Brazoria County Municipal Utility District No. 87, City of Iowa Colony, Fort Bend/Brazoria County, Texas

the terms of which agreement were completed and accepted the \_\_\_\_\_ day of \_\_\_\_\_,  
and

WHEREAS the Principal has given a one (1) year maintenance guarantee under said agreement  
or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply  
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation  
other than the Obligee named herein; and

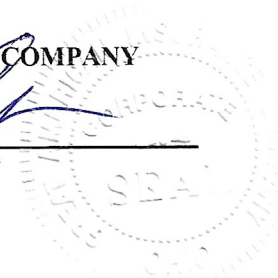
PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give  
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative  
Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the one (1) year  
maintenance period.

Northtex Construction, LLC

[Signature]  
Principal

GREAT AMERICAN INSURANCE COMPANY

By: [Signature]  
Attorney-in-Fact  
Richard Covington



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **EIGHT**

No. 0 22087

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARC W. BOOTS	ALL OF	ALL
MARIA D. ZUNIGA	HOUSTON, TEXAS	\$100,000,000
RICHARD COVINGTON		
ASHLEY KOLETAR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **JANUARY**, 2023



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

GREAT AMERICAN INSURANCE COMPANY

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:  
On this **11TH** day of **JANUARY**, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **16th** day of **May**, 2024



*Stephen C. Beraha*

Assistant Secretary

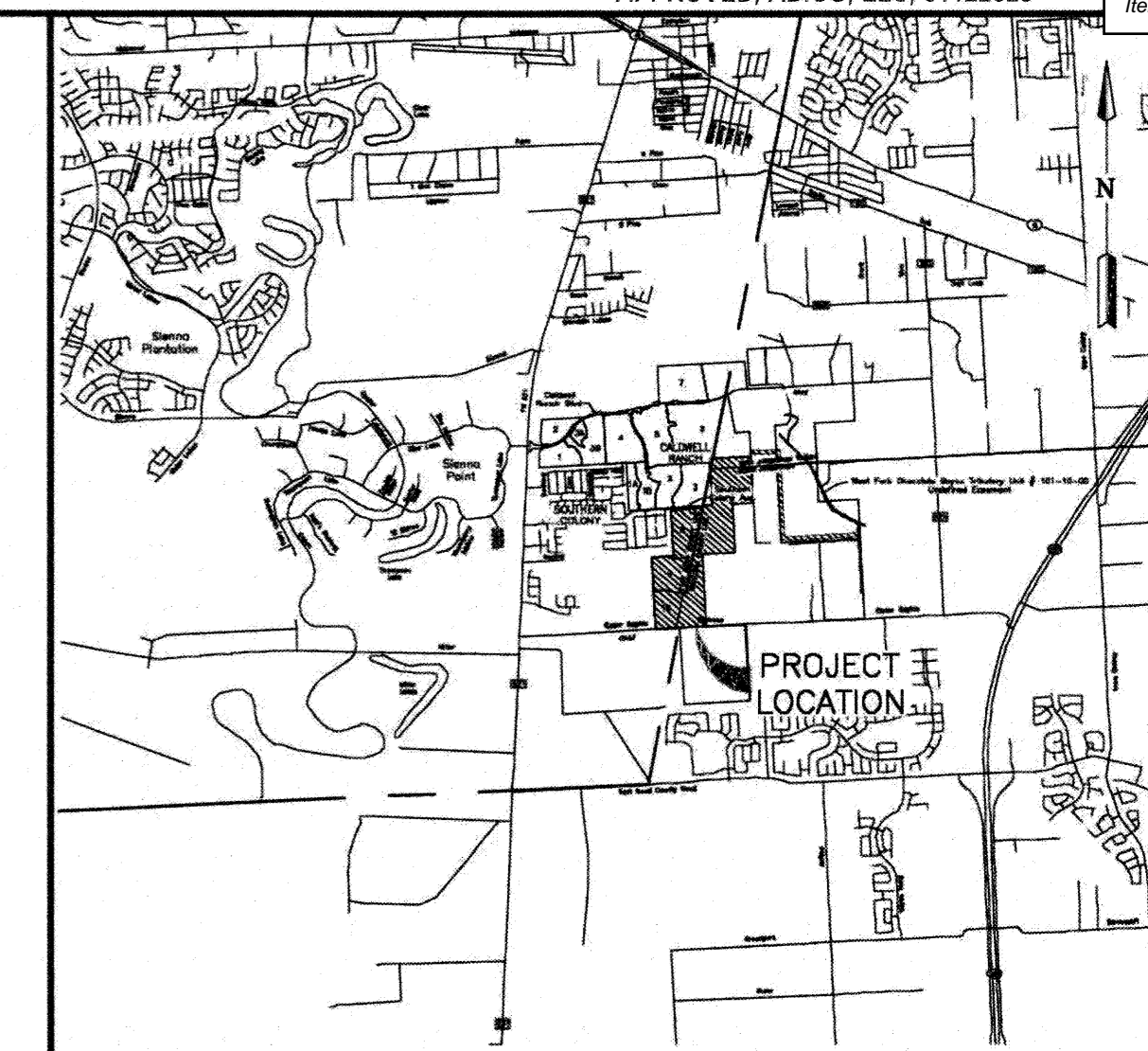


# CONSTRUCTION PLANS FOR DETENTION & GRADING PHASE 1

TO SERVE

## BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87

CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS



VICINITY MAP  
SCALE: 1" = 6,000'  
FORT BEND COUNTY  
KEY MAP NO. 651Y, 651Z & 691C

### SHEET INDEX

- COVER SHEET
- GENERAL CONSTRUCTION NOTES
- OVERALL LAYOUT
- PRIORITY SHEET LAYOUT
- CLEARING AND GRUBBING LAYOUT
- FILL PLAN LAYOUT
- EROSION CONTROL PLAN LAYOUT
- DETENTION AREA SERVICE MAP
- HORIZONTAL CONTROL LAYOUT LAKE B, C-1 & C-2
- HORIZONTAL CONTROL LAYOUT LAKE D-1, D-2 & E
- HORIZONTAL CONTROL LAYOUT OFFSITE CHANNELS
- HORIZONTAL CONTROL LAYOUT PUMP STATION CHANNEL
- OUTFALLS FOR LAKES B, C-1 & C-2
- OUTFALLS FOR LAKES D-1, D-2 & E
- OUTFALLS FOR BAYOU RIFLES 3:1 CHANNEL
- PUMP STATION SITE PLAN
- PUMP STATION INTAKE STRUCTURE

### DETAILS

- STORM SEWER DETAIL SHEET 1 OF 5
- STORM SEWER DETAIL SHEET 2 OF 5
- STORM SEWER DETAIL SHEET 3 OF 5
- STORM SEWER DETAIL SHEET 4 OF 5
- STORM SEWER DETAIL SHEET 5 OF 5
- STORM WATER POLLUTION PREVENTION DETAILS SHEET 1 OF 2
- STORM WATER POLLUTION PREVENTION DETAILS SHEET 2 OF 2

Notify Brazoria Drainage District No. 4 at inspections@bdd4.org or (281) 485-1434 prior to the start of construction. No building permit shall be issued until detention facility is constructed and approved by the District.



BCDD5 REF ID #: B220025

**Commissioner's signature for final approval:**

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

	11/14/22		11/14/22
Lee Walden, P.E.	Date	Kerry Osburn	Date
President		Vice President	
	11/14/22		11/14/22
Brandon Middleton	Date	Jarrod Aden	Date
Secretary/Treasurer		District Engineer	

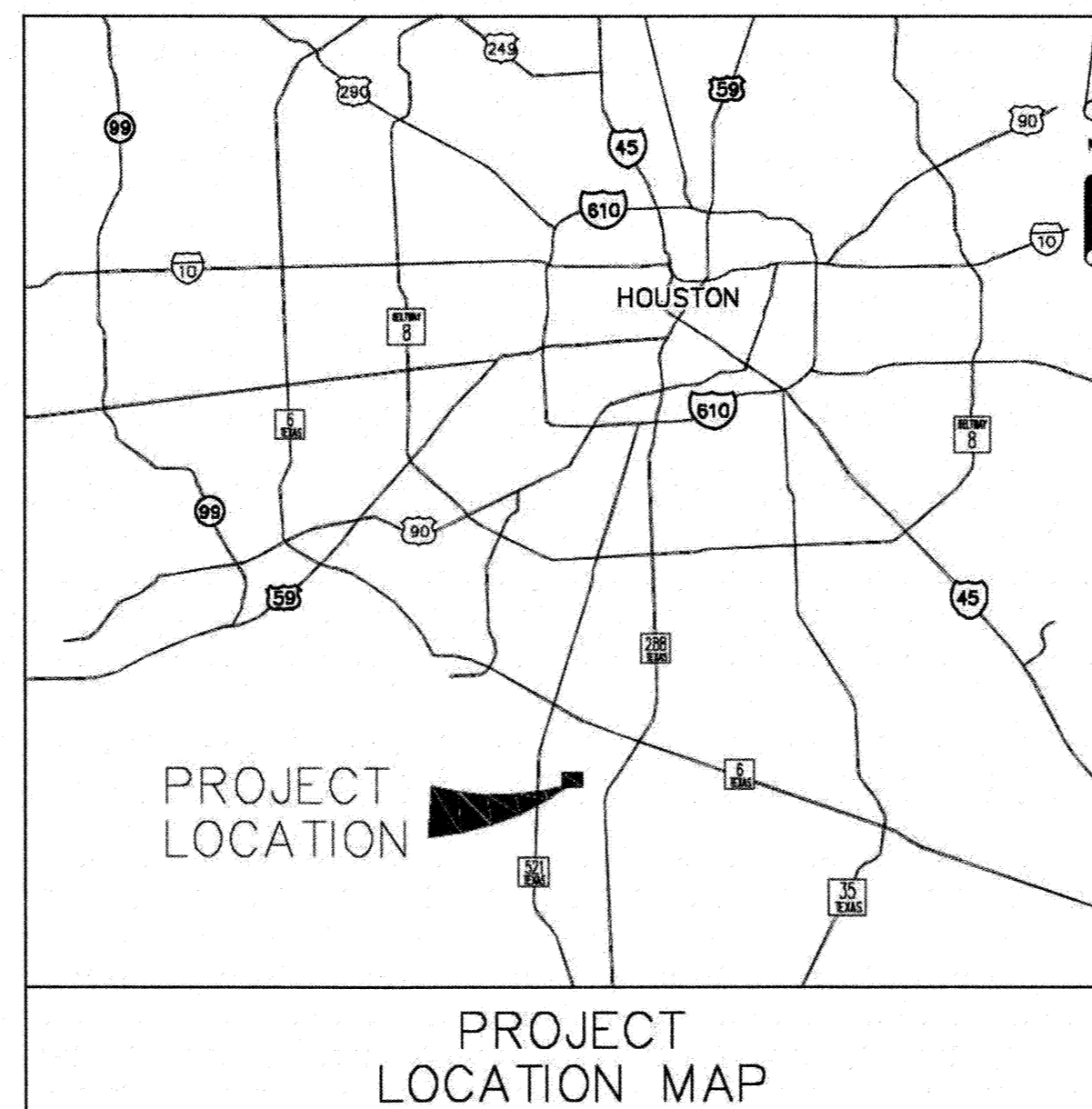
Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.

JOB NO. 1931-8108

DATE: November, 2022

### NOTES

- THESE PLANS WERE PREPARED TO MEET OR EXCEED CITY OF IOWA COLONY SUBDIVISION RULES AND REGULATIONS, BRAZORIA COUNTY AND BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 & 5 DESIGN STANDARDS AS CURRENTLY AMENDED.
- CONSTRUCTION WILL BE MONITORED BY A PROFESSIONAL ENGINEER TO INSURE COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION  
CITY OF IOWA COLONY ENGINEERING DEPARTMENT (832) 895-1093 (DINH@ADICO-LLC.COM)  
FORT BEND COUNTY ENGINEERING (281) 833-7500 (CONSTRUCTION@FORTBENDCOUNTYTX.GOV)  
BRAZORIA COUNTY ENGINEERING DEPARTMENT (979) 864-1265 (MATTH@BRAZORIA-COUNTY.COM)  
DOW PIPELINE (979) 215-7134 (RIGHTOFWAY@DOW.COM)
- ONLY AUTHORIZED INDIVIDUALS FROM EITHER THE TESTING COMPANY OR A REPRESENTATIVE OF LJA ENGINEERING, INC. HAVE THE AUTHORITY TO ADD WATER TO A CONCRETE TRUCK
- CONTRACTOR SHALL CONTACT ANY PERTINENT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION OR CONSTRUCTION IN THE VICINITY OF THEIR EASEMENTS AND/OR RIGHT-OF-WAYS
- PRIOR TO CONSTRUCTION OF THIS FACILITY WITHIN OR BY THE DISTRICT, THE DISTRICT OR THE ENGINEER WILL GIVE A WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL TO THE CITY ENGINEER OF THE CITY OF IOWA COLONY STATING THE DATE SUCH CONSTRUCTION WILL COMMENCE.
- IN THE CASE OF A CONFLICT BETWEEN THE CITY OF IOWA COLONY AND BRAZORIA COUNTY, PLANS OR SPECIFICATIONS THEN THE CITY OF IOWA COLONY SHALL APPLY.



FORT BEND COUNTY ENGINEER

ENGINEER:   
PAUL D. STANGLE, P.E.  
DATE: 1/20/23

THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT COMMENCED IN (1) YEAR FROM DATE OF APPROVAL.

APPROVED:   
WESLEY BAKER  
DEVELOPMENT COORDINATOR  
DATE: 1/20/2023

ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!!!  
(713) 223-4667 (IN HOUSTON)  
(NEW STATEWIDE NUMBER OUTSIDE HOUSTON)  
1-800-545-8005

I HEREBY CERTIFY THAT THESE RECORD DRAWINGS SUBSTANTIALLY REPRESENT THE CONSTRUCTED CONDITION. THE PLANS WERE PREPARED AND THE CONSTRUCTION WAS PERFORMED IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

KATHLEEN KINCHEM, P.E. 138244  
09/17/2024  
DATE

RECORD DRAWING  
I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION, AND GRADE; AND THAT THE CONSTRUCTION WAS IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

CONTRACTOR:   
DATE: 09/17/2024  
TITLE: PROJECT MANAGER

THE SIGNATURES BELOW ARE EVIDENCE OF APPROVAL ONLY FOR THE PORTION OF THE PROPOSED PROJECT THAT IS WITHIN THE JURISDICTION OF BRAZORIA DRAINAGE DISTRICT NO. 4.

APPROVED BY THE BOARD OF COMMISSIONERS ON December 06, 2022

Brazoria Drainage District No. 4

District Engineer

The above have signed these plans and/or plat based on the recommendation of the DISTRICT'S Engineer who has reviewed all sheets provided and found them to be in general compliance with the DISTRICT'S "Rules, Regulations, and Guidelines". This approval is only valid for three hundred sixty-five (365) calendar days. After that time re-approval is required. Please note, this does not necessarily mean that all the calculations provided in these plans and/or plats have been completely checked and verified. In the event of any conflict or inconsistency between the DISTRICT'S "Rules, Regulations and Guidelines" and these approved drainage plans and/or plat, the DISTRICT'S "Rules, Regulations & Guidelines" shall govern and prevail. Any approved variances shall be itemized on the cover sheet and placed on the appropriate sheet where applicable. Plans submitted have been prepared, signed and sealed by a Professional Engineer licensed to practice engineering in the State of Texas and plat has been signed and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which conveys the engineer's and/or surveyor's responsibility and accountability.

BDD4 Ref. ID #: 22-000153

APPROVED BDD4 VARIANCES  
REF ID: #22-000203  
DATE APPROVED: 10/04/2022  
DESCRIPTION: 3:1 SIDE SLOPES FOR AMENITY PORTION OF THE LAKES.

REF ID: #22-000152  
DATE APPROVED: 07/12/2022  
DESCRIPTION: 3:1 SIDE SLOPES FOR GUN RANGE DITCH CROSSING.

CITY OF IOWA COLONY  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL BYRUM, MAYOR  
DATE: 01/23/2023

MATT H.P.E., CITY ENGINEER  
DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES



APPROVED FOR CONSTRUCTION

BY \_\_\_\_\_ A.G. \_\_\_\_\_ DATE 02/03/2023

ENGINEER:  
**LJA Engineering, Inc.**

1904 W. Grand Parkway North  
Suite 100  
Katy, Texas 77449

Phone 713.953.5200  
Fax 713.953.5026  
FRN-F-1386

OWNER:  
**D.R. HORTON, TEXAS LTD.**

Monday, September 30, 2024

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

Re: Caldwell Crossing Section 1 – Water, Sanitary Sewer, Drainage and Paving Facilities  
Brazoria County Municipal Utility District No. 87  
Recommendation for Acceptance into One Year Maintenance Period  
City of Iowa Colony Project No. 3642  
Adico, LLC Project No. 16007-4-500

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Caldwell Crossing Section 1 – Water, Sanitary Sewer, Storm Water and Paving Facilities. The final inspection was held September 27, 2024, and all punch list items completed on or about September 30, 2024.

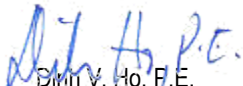
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Caldwell Crossing Section 1 – Water, Sanitary Sewer, Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective October 7, 2024, if approved by city council.

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

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-4-500

CERTIFICATION OF INFRASTRUCTURE FOR:

Caldwell Crossing Section 1

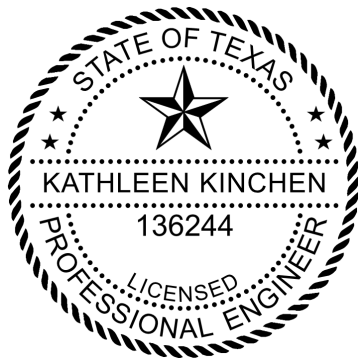
(Project Name)

I, Kathleen Kinchen

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

*Engineer's Seal*



Kathleen Kinchen

*Engineer's Signature*

LJA Engineering, Inc.

*Licensed Engineering Firm Name*

1904 W. Grand Parkway N, Suite 100

*Address*

Katy, TX 77449

*City, State and Zip Code*

713-358-8816

*Phone No.*

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

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

a. Bond Number: 61BSBJC7812

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. 87; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County Municipal Utility District No. 87

Subdivision involved: Caldwell Crossing Section I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary Sewer, Drainage Facilities and Paving

\_\_\_\_\_

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

f. Bond Amount: \$ 1,791,077.12

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.
- 3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
- 4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
- 5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
- 6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: September 19, 2024

SURETY: Hartford Casualty Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: [Signature]  
Signature

By: [Signature]  
Signature

Rebecca Garza  
Print or Type Signer's Name

Tom Dimas  
Print or Type Signer's Name

Attorney-In-Fact  
Signer's Title

Vice President  
Signer's Title

**ATTACH POWER OF ATTORNEY**



# POWER OF ATTORNEY

Direct Inquiries/Claims Item 37.

**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 September 19, 2024

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your Agent.

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

**1-800-451-6944**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto: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](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

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

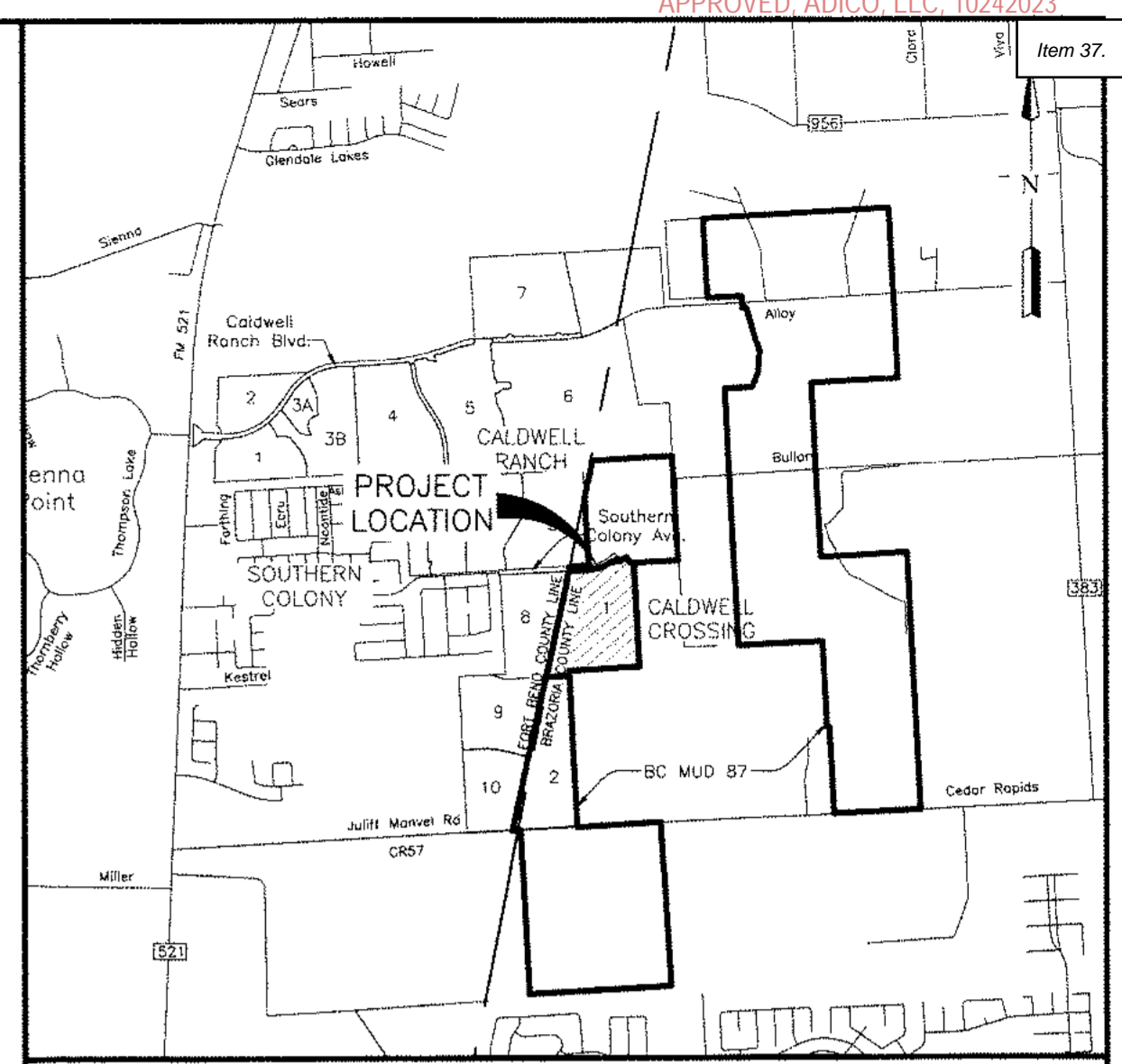
**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# CONSTRUCTION PLANS FOR WATER, SANITARY SEWER, DRAINAGE FACILITIES & PAVING AND APPURTENANCES

## TO SERVE CALDWELL CROSSING SECTION 1 BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87 CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

JOB NO. 1931-8151A (WS&D)  
1931-8151B (PAVING)

DATE: September 19, 2023



VICINITY MAP  
SCALE: 1" = 1/2 MILE  
BRAZORIA COUNTY  
KEY MAP NO. 651 Y&Z, 691C&D

### SHEET INDEX

1. COVER SHEET
2. GENERAL CONSTRUCTION NOTES
- 3A. FINAL PLAT SHEET 1 OF 3
- 3B. FINAL PLAT SHEET 2 OF 3
- 3C. FINAL PLAT SHEET 3 OF 3
4. WATER AND SANITARY SEWER LAYOUT
5. PAVING AND DRAINAGE LAYOUT
6. DRAINAGE AREA MAP
7. 5 YR DRAINAGE CALCULATIONS
8. 100 YR DRAINAGE CALCULATIONS
9. EXTREME EVENT SHEET FLOW & PONDING LAYOUT
10. EROSION CONTROL PLAN LAYOUT
11. GRADING PLAN LAYOUT
12. TRAFFIC CONTROL PLAN SIGNAGE AND STREET LIGHT LAYOUT

### PLAN & PROFILE

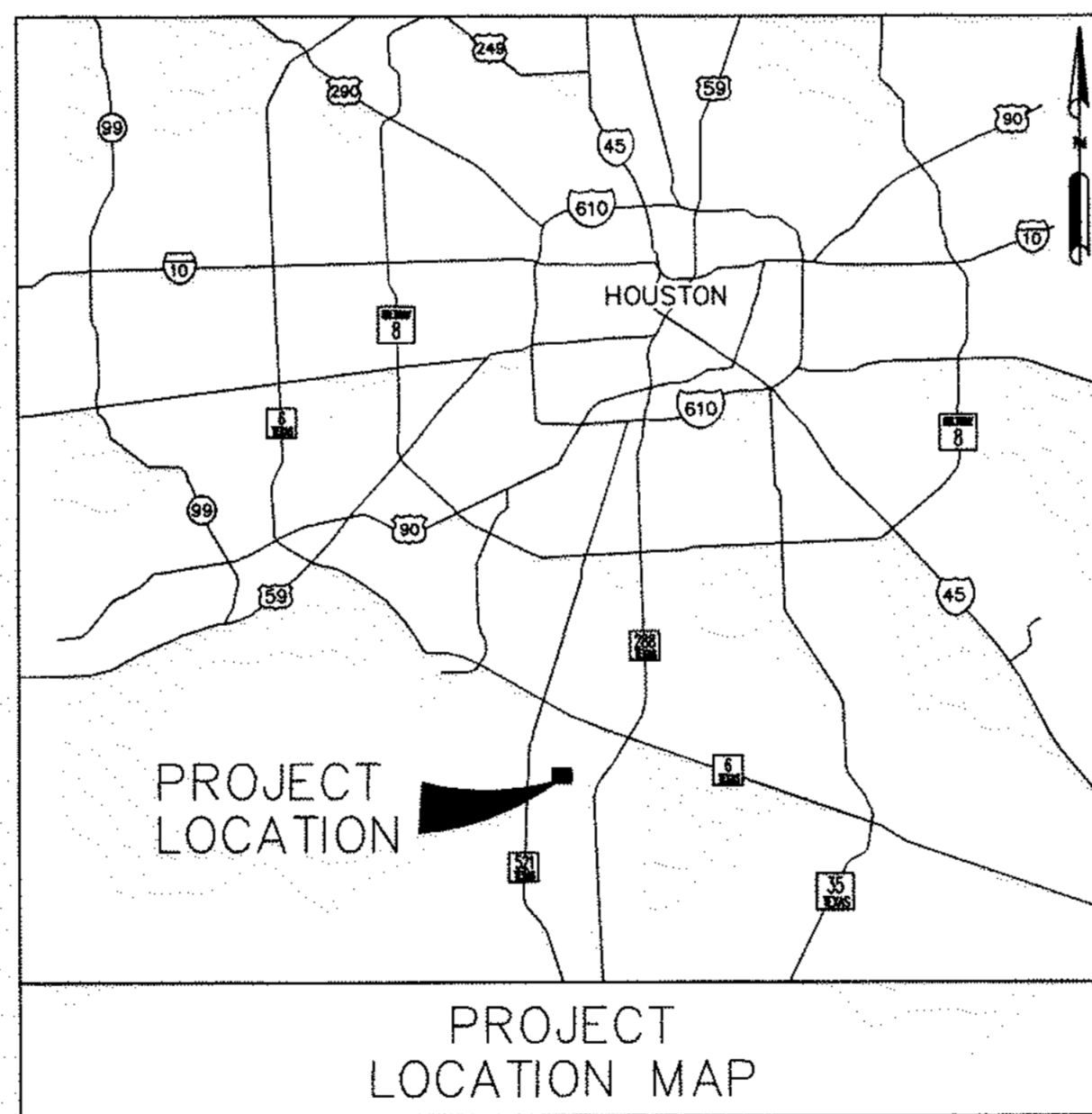
13. HUGHES CROSSING & CRETE ISLAND WAY
14. MAUI DRIVE & SANTORINI DRIVE
15. NATIVE REEF WAY & BARBADOS DRIVE
16. TROPICAL BREEZE WAY
17. ISLAND GROVE DRIVE
18. SANDY CORAL LANE STA. 0+00 TO 8+00
19. SANDY CORAL LANE STA. 8+00 TO END
20. OUTFALL A & OUTFALL B

### DETAILS

21. WATER LINE DETAILS SHEET 1
22. WATER LINE DETAILS SHEET 2
23. SANITARY SEWER DETAILS SHEET 1
24. SANITARY SEWER DETAILS SHEET 2
25. SANITARY SEWER DETAILS SHEET 3
26. STORM SEWER DETAILS SHEET 1
27. STORM SEWER DETAILS SHEET 2
28. STORM SEWER DETAILS SHEET 3
29. STORM SEWER DETAILS SHEET 4
30. PAVING DETAILS SHEET 1
31. PAVING DETAILS SHEET 2
32. PAVING DETAILS SHEET 3
33. PAVING DETAILS SHEET 4
34. STORM WATER POLLUTION PREVENTION DETAILS SHEET 1
35. STORM WATER POLLUTION PREVENTION DETAILS SHEET 2
36. BDD4 STANDARD DETAILS SHEET 1
37. BDD4 STANDARD DETAILS SHEET 2
38. BDD4 STANDARD DETAILS SHEET 3

### NOTES

1. THESE PLANS WERE PREPARED TO MEET OR EXCEED CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO. 5 DESIGN STANDARDS AS CURRENTLY AMENDED.
2. CONSTRUCTION WILL BE MONITORED BY A PROFESSIONAL ENGINEER TO INSURE COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS.
3. CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION  
CITY OF IOWA COLONY ENGINEERING DEPARTMENT c/o ADICO, LLC (832) 895-1093 (DINH@ADICO-LLC.COM) OR (INSPECTIONS@ADICO-LLC.COM)
4. ONLY AUTHORIZED INDIVIDUALS FROM EITHER THE TESTING COMPANY OR A REPRESENTATIVE OF LJA ENGINEERING, INC. HAVE THE AUTHORITY TO ADD WATER TO A CONCRETE TRUCK
5. CONTRACTOR SHALL CONTACT ANY PERTINENT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION OR CONSTRUCTION IN THE VICINITY OF THEIR EASEMENTS AND/OR RIGHT-OF-WAYS
6. THE OPENING AND CLOSING OF ALL VALVES ON EXISTING WATER LINES MUST BE PERFORMED EXCLUSIVELY BY THE DISTRICT OPERATOR
7. THE DISTRICT OPERATOR MUST PERFORM ALL WATER LINE BACTERIOLOGICAL TESTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE DISTRICT
8. PRIOR TO CONSTRUCTION OF THIS FACILITY WITHIN OR BY THE DISTRICT, THE DISTRICT OR THE ENGINEER WILL GIVE A WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL TO THE CITY ENGINEER OF THE CITY OF IOWA COLONY STATING THE DATE SUCH CONSTRUCTION WILL COMMENCE.



Notify Brazoria Drainage District No. 5 at least forty-eight (48) hours before placing any concrete for drainage structures. Failure to properly coordinate an on-site inspection before concrete is poured will cause portions of the concrete to be broken out at the applicant's expense in order to prove to the DISTRICT'S inspector that construction complies with DISTRICT Rules, Regulations & Guidelines.

### Commissioner's signature for final approval:

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

	10/2/23		10/2/23
Lee Walden, P.E.	Date	Kerry Osburn	Date
President		Vice President	
	10/2/23		10/2/23
Brandon Middleton	Date	Nazar Sabry, P.E.	Date
Secretary/Treasurer		District Engineer	

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.  
BDD5 Ref. ID #: B230013

The signatures above are evidence of approval only for the portion of the proposed project that are within the jurisdiction of Brazoria Drainage District No. 5



APPROVED FOR CONSTRUCTION  
BY S.P. DATE 10/24/2023

ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!!!  
(713) 223-4567 (IN HOUSTON)  
(NEW STATEWIDE NUMBER OUTSIDE HOUSTON)  
1-800-545-6005

I HEREBY CERTIFY THAT THESE RECORD DRAWINGS SUBSTANTIALLY REPRESENT THE CONSTRUCTED CONDITION. THE PLANS WERE PREPARED AND THE CONSTRUCTION WAS PERFORMED IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS.

**Kathleen Kinchen** 09/16/2024  
KATHLEEN KINCHEN, P.E. 136244 DATE

WS&D RECORD DRAWING I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION, AND GRADE; AND THAT THE CONSTRUCTION WAS IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR: Dimas Bros. DATE: 9-20-2024 TITLE: General Supt.	PAVING RECORD DRAWING I HEREBY CERTIFY THAT THIS DRAWING REFLECTS THE IMPROVEMENTS CONSTRUCTED AS TO SIZE, LOCATION, AND GRADE; AND THAT THE CONSTRUCTION WAS IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR: Dimas Bros. DATE: 9-20-2024 TITLE: General Supt.
--	--

OWNER / DEVELOPER:  
**608 COLONY INVESTMENTS, LTD.**  
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT  
6744 HORTON VISTA DRIVE, SUITE 100  
RICHMOND, TEXAS 77407  
PHONE: (281) 566-2100

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

CITY OF IOWA COLONY  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

	10/23/2023
ROBERT HEMMINGER, CITY MANAGER	DATE
	10242023
DIRECTOR P.E., CITY ENGINEER	DATE

CITY OF IOWA COLONY  
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Plan Name: WWS&D 10242023 1931-8151B SHEET FILES\01 COVER SHEET.dwg  
Date: 10/24/2023 10:53:41 AM  
User: jay@lja.com

CALDWELL CROSSING SECTION 1 - JOB NO. 1931-8151A (WS&D) & 1931-8151B (PAVING)





# City Council Agenda Item Request Form

Item 38.

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

Date: 09/30/2024

Department Making Request: 35 - Community Development

Person Making Request:

Item Type: Action (other)

Budgeted? Y / N / n/a Cost: 0

If budgeted, identify account: [ ] [ ] [ ]

Short Description:

Sterling Lakes North Section 8 - Early Plat Application

Explanation/Justification Details:

Sterling Lakes North, L.P. submitted an Early Plat Recordation Application for Sterling Lakes North Section 8.  
Adico has review the request and have no objection.  
Remaining construction cost: \$548,416.79  
Required cash deposit if approved by City Council: \$603,258.47  
2% Administrative Fee: \$12,065.17 (received)

Requestor Signature: *John Ho, P.E.*

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

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the Council Agenda.

City Secretary

Monday, September 30, 2024

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

Re: Sterling Lakes North Section 8 – Early Plat Application  
Brazoria County Municipal Utility District No. 31  
Astro Sterling Lakes North, L.P.  
Letter of Recommendation to Approve  
Adico Project No. 24101-02

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about September 17, 2024, from Astro Sterling Lakes North, L.P. for Sterling Lakes North Section 8. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. The final plat was approved by Planning and Zoning at the May 1, 2024, meeting and approved by City Council at the May 13, 2024, meeting. Below is a brief overview:

Below is a brief overview of the request.

STERLING LAKES NORTH SECTION 8 - EARLY PLAT ESCROW SUMMARY					
CONTRACTS	CONTRACTOR	ORIGINAL CONTRACT	CHANGE ORDERS	CONFIRMED PAYMENTS	APPLICABLE EARLY PLAT PORTION AT TIME OF APPLICATION
WSD	Dimas Brothers	\$ 1,090,000.00	\$ (30,952.50)	\$ 897,268.50	\$ 161,779.00
Paving	Allgood Construction	\$ 849,303.60	\$ 7,794.92	\$ 470,460.73	\$ 386,637.79
<b>Total Remaining Contract Amount</b>					<b>\$ 548,416.79</b>
<b>Remaining construction plus 10%</b>					<b>\$ 54,841.68</b>
<b>Total Escrow of Cash Deposit due to City (within 10 days of CC approval)</b>					<b>\$ 603,258.47</b>
<b>Administrative Fee @ 2% of \$603,258.47</b>					<b>\$ 12,065.17</b>
Check No. 4064 date 9/13/24		\$ 21,280.19			\$ 12,065.17

Elevation Land Solutions has provided copies of contract documents, pay applications, Affidavit of Bills Paid, Waiver and Lien Release upon Partial and Final Payment and payment acknowledgements as required for the early plat application request.

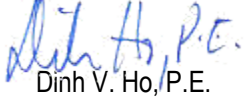
The amount remaining on all contracts is \$548,416.79. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City within ten days of approval by City Council. The total cash deposit shall be \$603,258.47.

In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. The City received an administrative fee of \$12,065.17.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sterling Lakes North Section 8. The Developer shall provide the cash deposit in the amount of \$603,258.47 within 10 days of approval 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](mailto:krosser@iowacolonytx.gov))  
Robert Hemminger, City Manager ([rhemminger@iowacolonytx.gov](mailto:rhemminger@iowacolonytx.gov))



September 13, 2024

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  
Sterling Lakes North Sec 8

Mr. Ho:

On behalf of Land Tejas, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sterling Lakes North Sec 8. Our intention is to obtain a recorded plat by 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 August.

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. Land Tejas 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: Josh Wadley – Land Tejas



**CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY  
STERLING LAKES NORTH SEC 8  
September 13, 2024**

<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. Section 8 WSD	Dimas Bros. Construction, LLC	\$ 1,090,000.00	\$ (30,952.50)	\$ 1,059,047.50	\$ 897,268.50	\$ 161,779.00	
2. Section 8 Paving	Allgood Constuction Company, Inc	\$ 849,303.60	\$ 7,794.92	\$ 857,098.52	\$ 470,460.73	\$ 386,637.79	
						Total Construction Contract Remaining	\$ 548,416.79
						Contingency (10%)	54,841.68
						Total Escrow	\$ 603,258.47 <sup>(2)</sup>
						City of Iowa Colony Administrative Fee (2%)	\$ 12,065.17

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.



# City Council Agenda Item Request Form

Item 39.

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

Date: 09/30/2024

Department Making Request: 15 - Finance

Person Making Request: Sandra Castro

Item Type: Action (other)

Budgeted? N/A (no cost) Cost: 0.00

If budgeted, identify account:

Short Description:

Quarterly Investment Report presented for the city's funds for the 3rd Quarter of 2024

Explanation/Justification Details:

Approval of quarterly investment report presented for the city's funds for the 3rd Quarter, covering the period between July 01, 2024 - September 30, 2024, for all Certificate of Deposits, and investments in the local government Investment Pools.

Requestor Signature:

Digitally signed by Sandra Castro  
Date: 2024.10.07 14:11:29 -05'00'

Attachments

-----  
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 10/14/2024 Council Agenda.

City Secretary

**City of Iowa Colony  
 Quarterly Investment Portfolio Report -  
 September 30, 2024**

Investment Description	Maturity Date	Yield (Interest Rate)	7/01/2024		9/30/2024	Accrued
			Beginning Market Value	Changes	Ending Market Value	Interest Earnings
TexStar Investment Pool	Liquid	5.31%	2,650,969	35,215.98	2,650,969	35,216
TexStar IP - Crime Control Fund	Liquid	5.31%	444,687	5,907.29	444,687	5,907
TexStar IP - Vehicle Rplc Fund	Liquid	5.31%	339,392	4,508.55	343,901	4,509
Veritex Community C/D	9/12/2024	5.49%	100,000	1383.78	0	1384
Veritex Community C/D	6/30/2024	5.36%	145,000	1940.69	145,000	1941
Frost Bank Invetsment C/D	2/23/2025	3.15%	6,290	0.00	6,290	0
Texas Class Investment Pool	Liquid	5.50%	6,434,559	84,439.42	4,518,999	84439
Texas Class IP - Ames Blvd Retainer	Liquid	5.50%	1,533,289	20,917.47	1,554,206	20917

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

\_\_\_\_\_  
 City Manager

\_\_\_\_\_  
 Senior Accountant



# City Council Agenda Item Request Form

Item 40.

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

Date: 10/07/2024

Department Making Request: 15 - Finance

Person Making Request: Sandra Castro

Item Type: Action (other)

Budgeted? N/A (no cost) Cost: 0

If budgeted, identify account: [ ] [ ] [ ]

Short Description:

Consider approval of investment of city funds in a Certificate of Deposit

Explanation/Justification Details:

The city is requesting to investment city funds, and we have done our due diligence to reach out to local banks near the city, and looked into local investment pools, and requested rates for a certificate of deposit in the amount of \$100,000.  
It is our recommendation that the city choose to invest with Veritex Community Bank in the amount of \$100,000 at a rate of 4.95% for 6 months, or approximately 180 days.

Requestor Signature:  Digitally signed by Sandra Castro  
Date: 2024.10.07 15:20:03 -05'00'

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

Legal Review is complete, legal documents are prepared:  
City Attorney

Item is approved for placement on Council Agenda:  
City Manager

Item is scheduled for placement on the 10/14/2024 Council Agenda.

City Secretary



**October 7<sup>th</sup>, 2024 – Quote/Rates Renewal for Certificate of Deposit**

Veritex Community Bank

- 4.95% - 90-180 days
- 4.80% - 210-330 days
- 4.65% - 365 days

TexStar Investment Pool

- 4.88%

Texas Class Investment Pool

- 4.81%

Frost Bank

- 4.23% - 90 days
- 3.76% - 180 days
- 3.40% - 1 Year



# IOWA COLONY FIRE MARSHAL'S OFFICE

Item 41.

3144 Meridiana Parkway  
Iowa Colony, TX 77583

**Albert Cantu, CFM**

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

Cell Phone: (346) 278-9218  
Website: [iowacolonytx.gov](http://iowacolonytx.gov)

October 4, 2024

Mayor and Council,

See September 2024, monthly report for Building Department, Code Enforcement/Animal Control, Community Development, and Fire Marshal Offices below.

### **Community Development**

Inspections conducted by Safebuilt-

Building Inspections-	391
Electrical Inspections-	325
Plumbing Inspections-	432
Mechanical Inspections-	180
<b>Total-</b>	<b>1328</b>

**Total Paid to Safebuilt for September 2024, for a total of 1328 Inspections- \$29,880.00**

**Total Paid to Safebuilt for September 2023, for a total of 1205 Inspections- \$27,112.50**

### **Plan Reviews- 87**

Building- 5    Electrical- 13    New Residential- 66    P&Z- 1    Swimming Pool- 2

### **Permits Issued**

2023- 124

New Home Permits- 59    Other Permits- 50    Engineering Projects- 15

2024- 142

New Home Permits- 62    Other Permits- 62    Engineering Projects- 18

### **Fees Collected**

2023- \$202,160.78

New Home Permit Fees- \$119,098.12    Other Permit Fees- \$20,983.81    Engineer Project Fees- \$202,160.78

2024- \$320,663.92

New Home Permit Fees- \$229,278.44    Other Permit Fees- \$35,577.75    Engineer Project Fees- \$55,807.73

### **Animal Control**

23- Calls for service

5- Picked Up    9- Returned to Owner    2- Taken to Rescue    2- Wildlife Calls    1- Dead Animal Call  
15- Running at Large    6- Livestock    1- Assist other Agency (Public Works)

### **Code Compliance**

53- Calls for service

37- Sign Removal    13- Junk Vehicles    3- Tall Grass and Weeds

10- Compliance letters mailed to violators

**Fire Marshal**

3- Hydro conducted for fire sprinkler systems

4- Fire Marshal Building Finals

No fires investigated.

Thanks,

*Albert Cantu, CFM*

Fire Marshal/Building Official



# IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

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

## Monthly Report September 2024

Offense	August 2024	September 2024
Burglary	0	2
Theft	2	4
Robbery	0	0
Total Index Crimes Reported	2	6
<b>Reports Taken</b>		
Misdemeanor	27	26
Felony	7	14
<b>Charges Filed/Arrests</b>		
Misdemeanor	17	15
Felony	3	11
Outside Agency Warrant Arrest	1	1
<b>Traffic Enforcement</b>		
Number of Violations*	801	842
<b>Crash Investigations</b>		
Minor Crashes	24	18
Major Crashes	1	2
Fatality Crashes	0	0
<b>Calls for Service</b>		
Alarms	39	36
Assist Other Agency	24	28
Disturbance	15	9
Other	162	164
Security Checks	506	496
Suspicious Activity/Persons	27	19

### Significant Events

- September 1 – Officers conducted a traffic stop on a vehicle in the 27000 block of SH 288. During the traffic stop it was found that the driver of the vehicle was intoxicated with a child passenger in the vehicle. An arrest was made and a report was generated.
- September 2 – Officers conducted a traffic stop on a vehicle in the 3700 block of Meridiana Pkwy. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- September 2 – 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 with a child passenger in the vehicle. While conducting the traffic stop, another vehicle pulled up behind officers. The

\* This category was updated to more accurately reflect officer activity related to traffic enforcement.



# IOWA COLONY POLICE DEPARTMENT

3144 Meridiana Pkwy  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

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

driver of that vehicle was also found to be intoxicated with a child passenger in the vehicle. Two arrests were made and reports were generated.

- September 7 – Officers conducted a traffic stop in the 3200 block of Meridiana Pkwy. During the traffic stop illegal narcotics were found in the vehicle. An arrest was made and a report was generated.
- September 11 – Officers conducted a traffic stop in the 1500 block of Green Valley Dr. During the traffic stop illegal narcotics were found in the vehicle. Both the driver were arrested and a report was generated.
- September 16 – Officers were dispatched to the 2600 block of Howlite Ln in reference to a suspicious. During the investigation illegal narcotics were located in the vehicle. An arrest was made and a report was generated.
- September 16 – Officers were dispatched to the 9400 block of Amethyst Glen Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- September 21 – Officers conducted a traffic stop in the area of SH 288/Cedar Rapids 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.
- September 23 – Officers conducted a traffic stop in the area of SH 288/Dubuque Pkwy. During the traffic stop it was found that the driver had outstanding warrants out of Harris County. An arrest was made and a report was generated.
- September 28 – 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.
- September 30 – Officers conducted a traffic stop in the area of Meridiana Pkwy/Sierra Vista 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.

\* This category was updated to more accurately reflect officer activity related to traffic enforcement.

City of Iowa Colony  
Municipal Court Council Report  
From 9/1/2024 to 9/30/2024

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
278	1	1	0	6	286

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$21,654.97	\$24,888.17	\$14,876.00	\$941.28	\$1,153.03	\$63,513.45

**Warrants**

Issued	Served	Closed	Total
0	0	0	0

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
89	0	44	28	112	273

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
2	0	2	4

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
<b>A Street SIGNAGE</b>					
1	Pursley & Sistine	fixed stop sign pole		complete	9/3/2024
2	Pursley & Heritage	fixed stop sign pole		complete	9/3/2024
3	Pursley & Country Meadows	fixed stop sign pole		complete	9/3/2024
4	Pursley	fixed yield here sign		complete	9/3/2024
5	Pursley	fixed school zone sign		complete	9/3/2024
6	Meridian	straighten stop sign pole		complete	9/3/2024
7	Meridian	turn school zone sign		complete	9/3/2024
8	Meridian	straighten speed limit sign pole		complete	9/3/2024
9	Meridian	straighten city limit sign pole		complete	9/3/2024
10	Meridian	straighten MPH curve sign		complete	9/3/2024
11	Iowa Colony Blvd	installed cross walk sign		complete	9/4/2024
12	Iowa Colony Blvd	installed yield here sign		complete	9/5/2024
13	Discovery	turned traffic sign		complete	9/5/2024
14	Davenport (in front of high school)	turned school zone sign		complete	9/5/2024
15	Iowa Colony Blvd	installed speed limit sign w/ pole		complete	9/10/2024
16	Iowa Colony Blvd	installed stop sign ahead sign w/ pole		complete	9/10/2024
17	Pursley	installed speed limit sign w/ pole		complete	9/10/2024
18	Iowa Colony Blvd	installed cross walk sign		complete	9/10/2024
19	Meridiana & Iowa Colony	fixed school speed zone sign		complete	9/23/2024
20	Davenport (in front of high school)	picked up school zone sign		complete	9/25/2024
21	Pursley & Meridiana	picked up school zone sign (2)		complete	9/25/2024
22	Iowa Colony & Dubuque	fixed speed limit sign		complete	9/26/2024
23	Iowa Colony & Davenport	turn stop sign		complete	9/26/2024
24	Iowa Colony(East side of High School)	pulled lane sign		complete	9/26/2024
25	Iowa Colony(West side of elementary school)	pulled poles(3)		complete	9/26/2024
26	Iowa Colony(West side of elementary school)	fixed directional sign		complete	9/26/2024
<b>DEBRIS REMOVAL</b>					
<b>c. MOWING/TREE TRIMMING</b>					
1	Public Works	cut grass (1 acre)		complete	9/9/2024
2	Public Works	cut grass @ Public Works building		complete	9/9/2024
3	City Hall	cut grass		complete	9/11/2024
4	Meridian Pkwy(south side of road)	cut grass		complete	9/12/2024
5	Public Works	cut grass		complete	9/16/2024
6	Public Works	cut grass		complete	9/17/2024
7	Meridiana(Phillip 66)	cut grass		complete	9/23/2024
8	Dubuque(ditch)	cut grass		complete	9/23/2024
9	Iowa Colony & Davenport	cut grass in ditch line		complete	9/24/2024
10	Davenport & Sophie Mary	cut grass in ditch line		complete	9/24/2024
11	Davenport/High school Ln	cut grass along side ditch line		complete	9/25/2024
12	Public Works	cut trees around building		complete	9/26/2024
13	Meridiana Pkwy	Cut trees from the roadway		complete	9/27/2024
14	Public Works	cut trees around building		complete	9/27/2024
15	City Hall	cut grass		complete	9/30/2024
<b>STREET REPAIRS</b>					
	Cedar Rapids @ 288	Fill Potholes		complete	9/30/2024
<b>Ditch Drainage issue</b>					
	4824 Brister Dr	Set new culverts		Complete	24-Sep

Parks				
1	City Park	collect trash bags (7)	complete	9/9/2024
2	City Park	collect trash bags (3)	complete	9/16/2024
3	City Park	survey water system	complete	9/18/2024
4	City Park	survey water system	complete	9/19/2024
5	City Park	fixed volleyball nets	complete	9/23/2024
6	City Park	collect trash bags (3)	complete	9/23/2024
7	City Park	collect trash (1)	complete	9/27/2024
Miscellaneous Works				
1	City Hall	unclogged dispatch's toilet	complete	9/3/2024
2	City Hall	installed dry erase board in Sosa's office	complete	9/3/2024
3	Public Works	cleaned & organized garage	complete	9/4/2024
4	Discovery (south of high school)	picked up trashed bedframe	complete	9/5/2024
5	Public Works	took used water meters to cameron disposal	complete	9/5/2024
6	Public Works	moved scrap police vehicle parts into conex box	complete	9/5/2024
7	Public Works	cleaned & organized garage	complete	9/5/2024
8	Public Works	took scrap poles & signs to cameron disposal	complete	9/6/2024
9	Public Works	wash equipment	complete	9/9/2024
10	City Hall	drove tractors to City Hall. Stayed 2hrs @ council meeting	complete	9/9/2024
11	City Hall	work on women's toilet	complete	9/10/2024
12	City Hall	fixed women's toilet	complete	9/11/2024
13	City Hall	assemble shelves for Chief	complete	9/11/2024
14	City Hall	organize closets	complete	9/11/2024
15	Public Works	build pipe racks for pole	complete	9/11/2024
16	Public Works	organize shop	complete	9/11/2024
17	Public Works	clean shop	complete	9/11/2024
18	Meridian Pkwy / Cr 56	build barricade	complete	9/12/2024
19	Public Works	wash equipment	complete	9/13/2024
20	Meridian Pkwy	check for missing street grade	complete	9/13/2024
21	Pursley	removed trash & scattered person's belongings	complete	9/16/2024
22	Public Works	build sign rack	complete	9/17/2024
23	Public Works	organize shop	complete	9/17/2024
24	City Hall	mount board on wall for Teresa	complete	9/18/2024
25	City Hall	blow side walk & turn over mulch on east side of building	complete	9/18/2024
26	Public Works	organize shop	complete	9/19/2024
27	City Hall	Fixed 2nd floor ice machine	complete	9/20/2024
28	Public Works	organize shop	complete	9/20/2024
29	Public Works	took scrap water meters to cameron disposal	complete	9/20/2024
30	Public Works	modified zero-turn	complete	9/23/2024
31	Public Works	installed dishwasher	complete	9/24/2024
32	Iowa Colony(West side of elementary school)	fixed barricade	complete	9/26/2024
33	Pursley	started fixing barricades	incomplete	9/26/2024
34	Pursley	finished barricades	complete	9/27/2024
35	City Hall	pickup trash	complete	9/30/2024
36	City Hall	blow parking lot	complete	9/30/2024
37	Pursley	pickup trash on side of road	complete	9/30/2024



## MEMORANDIUM

Date: October 7, 2024

To: Mayor Wil Kennedy  
City Council Members

From: Dinh V. Ho, P.E.

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

cc: Robert Hemminger, Kayleen Rosser

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The following is a status report of various engineering items:

1. TxDOT Overpasses:
  - Staff has a standing monthly construction meeting with TxDOT for updates. Next meeting is scheduled for Tuesday 10/8.
  - TxDOT has submitted to the City costs for upgrading the LED street name plate and black powder coated traffic signal poles. We are expecting revised costs for these items.
  - We will have an updated schedule on the opening of the overpass next week.
  
2. GRANTS UPDATE
  - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
    - i. The project is scheduled to be advertise in October and accept bids on 11/4/2024.
    - ii. Contract under review by PMI, grant administrator.
    - iii. Received environmental clearance.
  
3. Capital Improvement Projects
  - 2021 Waterline Extension - ARPA
    - i. This item is on the agenda for approval of bids.
    - ii. GM Vera’s Construction was the submitted the low bidder with a bid in the amount of \$1,179,533.14.
  
  - 2023 Ames Blvd Extension
    - i. Working with the County on ROW acquisition.
    - ii. Currently under design at 80%.
  
  - 2023 Ames Blvd Extension
    - i. Working with the County on ROW acquisition.
    - ii. Currently under design at 80%.
  
4. CONSTRUCTION PROJECT STATUS:
  - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
    - Active construction projects
      - Detention Pond O & P – Hardscape – 90% Complete
      - BCMUD 55 WWTP Expansion Ph 4 – 15% complete
  
  - B. *STERLING LAKES – LAND TEJAS*
    - Active construction projects.
      - BCMUD 31 WWTP Expansion Ph IV – 99% Complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.

- BCMUD 31 Water Well 1 and 2 Rework – Waiting of close-out docs Well No.2
- C. *SIERRA VISTA - LAND TEJAS*
- Active construction projects
    - Section 10 – 85% of utilities. 85% paving.
- D. *SIERRA VISTA WEST - LAND TEJAS*
- Active construction projects:
    - BCMUD 53 Wastewater Treatment Plant Expansion – 80% complete
    - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
    - Sierra Vista West Ph II B Excavation and Grading – 95% Complete.
    - BCMUD 53 Water Plant Expansion – 80% Complete.
    - SVW Civil Site – Amenity Center – Awaiting final walk.
- E. *STERLING LAKES NORTH*
- Active construction projects:
    - Sterling Lakes North Detention – 95% Complete. Awaiting final walk.
    - Sterling Lakes North Lift Station No. 1 – 85% Complete. Awaiting Power
    - Sterling Lakes North Lift Station No. 2 – 85% Complete.
    - Sterling Lakes North Mass Grading Only – 95% Complete. Awaiting final walk.
    - Cedar Rapids Parkway Phase II – Awaiting final walk.
    - Sterling Lakes North Sec 7 – on agenda for OYMP
    - Sterling Lakes North Sec 8 – Utilities and Paving completed.
    - Sterling Lakes North (Canterra Creek) Rec Center- Awaiting final walk
    - Bullard Parkway Ph III- on agenda for OYMP
- F. *CALDWELL CROSSING*
- Active construction projects
    - BCMUD 87 Detention and Grading Phase 1 – awaiting closeout docs.
    - BCMUD 87 Detention and Grading Phase 2 – 65% Complete.
    - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
    - Caldwell Crossing Section 2 – on agenda for OYMP
    - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
    - Caldwell Crossing Section 1 – Utilities and Paving completed.
    - BCMUD 87 Lift Station No. 2 – 70% complete, awaiting power.
    - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 70% complete
    - Caldwell Ranch Crossing Detention Ph IIB – 75% complete
    - Caldwell Crossing Section 3 – 45% utilities
    - Caldwell Crossing Section 4 – 45% utilities
- G. *CALDWELL LAKES*
- BCMUD 87 Detention and Grading Ph 3 – 75% complete
  - Caldwell Lakes Section 1 – not permitted yet
  - Caldwell Ranch Blvd Ph IIIB – permit pulled.
- H. *CREEKHAVEN – MUD 92*
- Active construction projects:
    - Mass Grading and Detention Ph 1 – 75% complete
    - BCMUD 92 Water Plant No. 1 – 50% complete
    - Creekhaven Sec 1 – 80% utilities, 80% paving
    - Creekhaven Sec 2 – 80% utilities, 60% paving
    - Creekhaven Sec 3 – 70% utilities, 15 paving

- Creekhaven Blvd and Karsten Blvd Ph 1- 75% utilities, 35% paving

*I. ELLWOOD*

- Ellwood Sec 1 Ph 1 Detention, Excavation, Spoils and Outfall – mobilizing, 30%

*J. OTHER CONSTRUCTION PROJECTS*

- Magnolia Bend Sec 2 – 80% complete, 60% Asphalt
- Break Time C-Store– Meridiana Pkwy & Karsten Blvd – awaiting completion punchlist.
- Star Stop C-Store – Meridiana & Crystal View – Completed.
- Primespot C-Store (Pursley & Meridiana Pkwy)– 75% utilities complete
- Shops at Meridiana (Pursley & Meridiana Pkwy)– 75% utilities complete
- McDonald's – permit pulled; Preconstruction meeting 10/1/2024.
- Prose Sierra Vista – Under construction, 30% utilities
- Autozone- Permit has been obtained. Construction has not commenced.

City of Iowa Colony  
 Financial Statement  
 As of September 30, 2025

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Item 46.

<b>10 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Miscellaneous	0.00	0.00	0.00	5.00	0.00	0.00%	(5.00)
License & Permits	0.00	0.00	0.00	183,862.10	0.00	0.00%	(183,862.10)
Business & Franchise	0.00	0.00	0.00	20,879.84	0.00	0.00%	(20,879.84)
Fines & Forfeitures	0.00	0.00	0.00	6,274.41	0.00	0.00%	(6,274.41)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>211,021.35</u>	<u>0.00</u>	<u>0.00%</u>	<u>(211,021.35)</u>
<b>Expense Summary</b>							
Personnel Services	0.00	0.00	0.00	75.00	0.00	0.00%	(75.00)
Professional/Contract Services	0.00	0.00	0.00	12,251.42	0.00	0.00%	(12,251.42)
Materials & Supplies	0.00	0.00	0.00	15,892.99	0.00	0.00%	(15,892.99)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28,219.41</u>	<u>0.00</u>	<u>0.00%</u>	<u>(28,219.41)</u>

City of Iowa Colony  
 Financial Statement  
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Item 46.

<b>10 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Miscellaneous</b>							
10-4124 Accident Reports	0.00	0.00	0.00	5.00	0.00	0.00%	(5.00)
Miscellaneous Totals	0.00	0.00	0.00	5.00	0.00	0.00%	(5.00)
<b>License &amp; Permits</b>							
10-4201 Building Construction Permits	0.00	0.00	0.00	118,209.20	0.00	0.00%	(118,209.20)
10-4202 Trade Fees	0.00	0.00	0.00	2,478.48	0.00	0.00%	(2,478.48)
10-4203 Reinspection Fees	0.00	0.00	0.00	700.00	0.00	0.00%	(700.00)
10-4206 Dirt Work Permits	0.00	0.00	0.00	500.00	0.00	0.00%	(500.00)
10-4213 Mobile Food Unit Permit	0.00	0.00	0.00	425.00	0.00	0.00%	(425.00)
10-4403 Civil Site Plan Review Fee	0.00	0.00	0.00	48,249.42	0.00	0.00%	(48,249.42)
10-4504 Water Meter Fees	0.00	0.00	0.00	13,300.00	0.00	0.00%	(13,300.00)
License & Permits Totals	0.00	0.00	0.00	183,862.10	0.00	0.00%	(183,862.10)
<b>Business &amp; Franchise</b>							
10-4601 Franchise Tax - Electric	0.00	0.00	0.00	20,879.84	0.00	0.00%	(20,879.84)
Business & Franchise Totals	0.00	0.00	0.00	20,879.84	0.00	0.00%	(20,879.84)
<b>Fines &amp; Forfeitures</b>							
10-4701 Citations/Warrants	0.00	0.00	0.00	1,651.30	0.00	0.00%	(1,651.30)
10-4703 Municipal Jury Funds	0.00	0.00	0.00	3.79	0.00	0.00%	(3.79)
10-4709 Court Costs	0.00	0.00	0.00	4,619.32	0.00	0.00%	(4,619.32)
Fines & Forfeitures Totals	0.00	0.00	0.00	6,274.41	0.00	0.00%	(6,274.41)
Revenue Totals	0.00	0.00	0.00	211,021.35	0.00	0.00%	(211,021.35)

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Item 46.

<b>10 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	1,464.53	0.00	0.00%	(1,464.53)
Personnel Services	0.00	0.00	0.00	75.00	0.00	0.00%	(75.00)
Professional/Contract Services	0.00	0.00	0.00	3,535.82	0.00	0.00%	(3,535.82)
<b>Administration Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,075.35</b>	<b>0.00</b>	<b>0.00%</b>	<b>(5,075.35)</b>

<b>10 - General Fund Finance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	25.83	0.00	0.00%	(25.83)
<b>Finance Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25.83</b>	<b>0.00</b>	<b>0.00%</b>	<b>(25.83)</b>

<b>10 - General Fund Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	325.16	0.00	0.00%	(325.16)
Professional/Contract Services	0.00	0.00	0.00	8,715.60	0.00	0.00%	(8,715.60)
<b>Police Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,040.76</b>	<b>0.00</b>	<b>0.00%</b>	<b>(9,040.76)</b>

<b>10 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	51.64	0.00	0.00%	(51.64)
<b>Municipal Court Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51.64</b>	<b>0.00</b>	<b>0.00%</b>	<b>(51.64)</b>

<b>10 - General Fund Community Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Materials & Supplies	0.00	0.00	0.00	14,025.83	0.00	0.00%	(14,025.83)
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Community Development Totals</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,025.83</u>	<u>0.00</u>	<u>0.00%</u>	<u>(14,025.83)</u>
<b>Expense Total</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28,219.41</u>	<u>0.00</u>	<u>0.00%</u>	<u>(28,219.41)</u>

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Item 46.

<b>10 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5114 Benefits Admin Fees	0.00	0.00	0.00	75.00	0.00	0.00%	(75.00)
10-10-5206 Professional Services	0.00	0.00	0.00	120.82	0.00	0.00%	(120.82)
10-10-5224 Dues & Subscriptions	0.00	0.00	0.00	3,415.00	0.00	0.00%	(3,415.00)
10-10-5309 Uniforms	0.00	0.00	0.00	18.00	0.00	0.00%	(18.00)
10-10-5311 Building Repairs &	0.00	0.00	0.00	900.00	0.00	0.00%	(900.00)
10-10-5315 Computer Software/License	0.00	0.00	0.00	266.00	0.00	0.00%	(266.00)
10-10-5317 Equipment & Other Rentals	0.00	0.00	0.00	280.53	0.00	0.00%	(280.53)
<b>Administration Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,075.35</b>	<b>0.00</b>	<b>0.00%</b>	<b>(5,075.35)</b>



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<b>10 - General Fund Finance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5317 Equipment & Other Rentals	0.00	0.00	0.00	25.83	0.00	0.00%	(25.83)
Finance Totals	0.00	0.00	0.00	25.83	0.00	0.00%	(25.83)

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Item 46.

<b>10 - General Fund Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5206 Professional Services	0.00	0.00	0.00	8,310.60	0.00	0.00%	(8,310.60)
10-20-5224 Dues & Subscriptions	0.00	0.00	0.00	405.00	0.00	0.00%	(405.00)
10-20-5317 Equipment & Other Rentals	0.00	0.00	0.00	51.66	0.00	0.00%	(51.66)
10-20-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	23.50	0.00	0.00%	(23.50)
10-20-5330 Miscellaneous	0.00	0.00	0.00	250.00	0.00	0.00%	(250.00)
<b>Police Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,040.76</b>	<b>0.00</b>	<b>0.00%</b>	<b>(9,040.76)</b>

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Item 46.

<b>10 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5317 Equipment & Other Rentals	0.00	0.00	0.00	51.64	0.00	0.00%	(51.64)
Municipal Court Totals	0.00	0.00	0.00	51.64	0.00	0.00%	(51.64)

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Item 46.

<b>10 - General Fund Community Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5233 Eng Svc: Permits/Inspections	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5234 Eng Svc: Plan Review	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5235 Eng Svc: Platting	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5315 Computer Software/License	0.00	0.00	0.00	14,000.00	0.00	0.00%	(14,000.00)
10-35-5317 Equipment & Other Rentals	0.00	0.00	0.00	25.83	0.00	0.00%	(25.83)
Community Development Totals	0.00	0.00	0.00	14,025.83	0.00	0.00%	(14,025.83)
Expense Totals	0.00	0.00	0.00	28,219.41	0.00	0.00%	(28,219.41)

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Item 46.

<b>20 - Crime Control and Prevention District Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Expense Summary</b>							
Professional/Contract Services	0.00	0.00	0.00	1,868.46	0.00	0.00%	(1,868.46)
Materials & Supplies	0.00	0.00	0.00	1,552.31	0.00	0.00%	(1,552.31)
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,420.77</u>	<u>0.00</u>	<u>0.00%</u>	<u>(3,420.77)</u>

City of Iowa Colony  
 Financial Statement  
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Item 46.

<b>20 - Crime Control and Prevention Dist Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	1,552.31	0.00	0.00%	(1,552.31)
Professional/Contract Services	0.00	0.00	0.00	1,868.46	0.00	0.00%	(1,868.46)
<b>Police Totals</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,420.77</u>	<u>0.00</u>	<u>0.00%</u>	<u>(3,420.77)</u>
<b>Expense Total</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,420.77</u>	<u>0.00</u>	<u>0.00%</u>	<u>(3,420.77)</u>

City of Iowa Colony  
 Financial Statement  
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Item 46.

<b>20 - Crime Control and Prevention Dist Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5223 Training & Travel	0.00	0.00	0.00	1,868.46	0.00	0.00%	(1,868.46)
20-20-5303 Public Education & Training	0.00	0.00	0.00	89.81	0.00	0.00%	(89.81)
20-20-5315 Computer Software/License	0.00	0.00	0.00	1,462.50	0.00	0.00%	(1,462.50)
Police Totals	0.00	0.00	0.00	3,420.77	0.00	0.00%	(3,420.77)
Expense Totals	0.00	0.00	0.00	3,420.77	0.00	0.00%	(3,420.77)

City of Iowa Colony  
 Financial Statement  
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Item 46.

<b>30 - Capital Improvements Plan Fund (Debt Service)</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Expense Summary</b>							
Debt Service	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)
Expense Totals	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)



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Item 46.

<b>30 - Capital Improvements Plan Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)
<b>Administration Totals</b>	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)
<b>Expense Total</b>	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)

City of Iowa Colony  
 Financial Statement  
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Item 46.

<b>30 - Capital Improvements Plan Fund (Administration)</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5513 Interest on Debt	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)
Administration Totals	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)
Expense Totals	0.00	0.00	0.00	9,690.00	0.00	0.00%	(9,690.00)

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Item 46.

<b>40 - Court Technology Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	0.00	0.00	0.00	151.47	0.00	0.00%	(151.47)
Revenue Totals	0.00	0.00	0.00	151.47	0.00	0.00%	(151.47)

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Item 46.

<b>40 - Court Technology Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Fines &amp; Forfeitures</b>							
40-4707 Court Technology Fee	0.00	0.00	0.00	151.47	0.00	0.00%	(151.47)
Fines & Forfeitures Totals	0.00	0.00	0.00	151.47	0.00	0.00%	(151.47)
Revenue Totals	0.00	0.00	0.00	151.47	0.00	0.00%	(151.47)

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Item 46.

<b>41 - Court Security Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	0.00	0.00	0.00	185.53	0.00	0.00%	(185.53)
Revenue Totals	0.00	0.00	0.00	185.53	0.00	0.00%	(185.53)

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Item 46.

<b>41 - Court Security Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Fines &amp; Forfeitures</b>							
41-4708 Court Security Fee	0.00	0.00	0.00	185.53	0.00	0.00%	(185.53)
Fines & Forfeitures Totals	0.00	0.00	0.00	185.53	0.00	0.00%	(185.53)
Revenue Totals	0.00	0.00	0.00	185.53	0.00	0.00%	(185.53)

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 Balance Sheet  
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Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Assets				
	10-1000	Cash / Due From Consolidated Cash	7,932,574.54	
	10-1003	First State Bank - Manvel	(3,340.97)	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,290.33	
	10-1006	TexStar CD	2,686,184.83	
	10-1007	Veritex - CD 5471	3,393.18	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1111	Sales Tax Receivable	105,613.00	
	10-1112	Allowance for Fines Receivable	(298,310.04)	
	10-1113	Fines Receivable	314,011.00	
	10-1114	Property Taxes Receivable	30,646.00	
	10-1115	Property Tax Receivable - P & I	10,334.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	Total Assets		<u>10,932,695.49</u>	<u>10,932,695.49</u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	46,753.27	
	10-2001	Accounts Payable at Year End	(202.13)	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	5,035.41	
	10-2203	Federal Tax Payable	5,015.00	
	10-2205	TMRS Payable	4,321.97	
	10-2206	Texas Workforce Commission Payable	(2,147.16)	
	10-2207	Health & Life Insurance Payable	(37,186.43)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	74,874.81	
	10-2301	Collections	94.80	
	10-2304	Credit Card Fee	4,807.67	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2501	Baseball Field Reserve	13,876.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2533	Police Training Fund	0.01	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	254,277.62	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	326,449.01	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2606	Due to ARPA Fund	0.20	
	10-2608	Due to Court Tech Fund	(79.00)	
	Total Liabilities		<u>2,670,068.48</u>	
Fund Balance				
	10-3000	Fund Balance	7,737,453.35	



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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Fund Balance				
	10-3002	Fund Balance Assigned	600,000.00	
		Total Fund Balance	<u>8,337,453.35</u>	
		Total Revenue	211,021.35	
		Total Expenses	<u>28,219.41</u>	
		Current Year Increase (Decrease)	(74,826.34)	
		Fund Balance Total	8,337,453.35	
		Current Year Increase (Decrease)	<u>(74,826.34)</u>	
		Total Fund Balance/Equity	<u>8,262,627.01</u>	
		Total Liabilities & Fund Balance		<u><u>10,932,695.49</u></u>

City of Iowa Colony  
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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>11 - Retainer Fund</b>				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(131,557.00)	
	11-1002	Retainer Account	1,971,353.54	
	Total Assets		<u>1,839,796.54</u>	
				<u><u>1,839,796.54</u></u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>11 - Retainer Fund</b>				
Liabilities				
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	3,325.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(21,281.37)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(47,206.15)	
	11-2511	Meridiana Escrow	4,345.00	
	11-2512	Old Airline Market-Axis Dev	208.00	
	11-2513	Sierra Vista - Land Tejas	1,223.10	
	11-2514	Sierra Vista West - Land Tejas	22,456.83	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	2,337.88	
	11-2536	Rally 288 West PUD	8,545.97	
	11-2537	Southern Star PUD	5,686.21	
	11-2538	PUD Hines Investments	7,745.00	
	11-2539	SVW Entertainment Dist PUD	(2,273.80)	
	11-2541	Extension of Ames Blvd Project	1,455,097.50	
	11-2545	Crystal Center Entertainment District	(162.50)	
	11-2546	Maple Farms Tract - Special District	7,690.00	
	11-2547	PUD - Caldwell, Active Adult Community	10,000.00	
	Total Liabilities		<u>1,839,795.55</u>	

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>11 - Retainer Fund</b>				
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.99	
		Total Fund Balance/Equity	0.99	
		Total Liabilities & Fund Balance		1,839,796.54

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>12 - Project Fund Series 2022</b>				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(5,685,973.10)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1012	Proj Fund Series 22 - Tx Class	4,518,998.59	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		387,109.65	387,109.65
				387,109.65

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>12 - Project Fund Series 2022</b>				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		<u>490,975.98</u>	
Fund Balance				
	12-3000	Fund Balance	<u>573,529.42</u>	
	Total Fund Balance		<u>573,529.42</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	(677,395.75)	
		Fund Balance Total	573,529.42	
		Current Year Increase (Decrease)	<u>(677,395.75)</u>	
		Total Fund Balance/Equity	<u>(103,866.33)</u>	
	Total Liabilities & Fund Balance			<u><u>387,109.65</u></u>

City of Iowa Colony  
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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>20 - Crime Control and Prevention District Fund</b>				
Assets				
	20-1000	Cash / Due From Consolidated Cash	112,221.08	
	20-1013	TexStar - Crime Control	450,594.61	
	20-1301	Due from General Fund	(3,993.01)	
	20-1302	Sales Tax Receivable Crime Prevention District	43,273.00	
	Total Assets		<u>602,095.68</u>	
				<u><u>602,095.68</u></u>

City of Iowa Colony  
 Balance Sheet  
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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>20 - Crime Control and Prevention District Fund</b>				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	(55.00)	
	20-2001	Accounts Payable at Year End	976.17	
	20-2201	Employee Dental Insurance	232.80	
	20-2206	Texas Workforce Commission Payable	208.88	
	20-2207	Health & Life Insurance Payable	4,134.25	
	Total Liabilities		<u>5,497.10</u>	
Fund Balance				
	20-3000	Fund Balance	<u>586,232.99</u>	
	Total Fund Balance		<u>586,232.99</u>	
		Total Revenue	0.00	
		Total Expenses	<u>3,420.77</u>	
		Current Year Increase (Decrease)	10,365.59	
		Fund Balance Total	586,232.99	
		Current Year Increase (Decrease)	<u>10,365.59</u>	
		Total Fund Balance/Equity	<u>596,598.58</u>	
	Total Liabilities & Fund Balance			<u><u>602,095.68</u></u>



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Item 46.

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

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Item 46.

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

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>30 - Capital Improvements Plan</b>				
<b>Fund (Debt Service)</b>				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(1,035,693.09)	
	30-1114	Property Taxes Receivable	8,055.00	
	30-1115	Property Tax Receivable - P & I	1,666.00	
	Total Assets		<u>(1,025,972.09)</u>	<u>(1,025,972.09)</u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>30 - Capital Improvements Plan Fund (Debt Service)</b>				
Liabilities				
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		<u>9,721.00</u>	
Fund Balance				
	30-3000	Fund Balance	(1,026,003.09)	
	Total Fund Balance		<u>(1,026,003.09)</u>	
		Total Revenue	0.00	
		Total Expenses	<u>9,690.00</u>	
		Current Year Increase (Decrease)	(9,690.00)	
		Fund Balance Total	(1,026,003.09)	
		Current Year Increase (Decrease)	<u>(9,690.00)</u>	
		Total Fund Balance/Equity	<u>(1,035,693.09)</u>	
	Total Liabilities & Fund Balance			<u><u>(1,025,972.09)</u></u>

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Item 46.

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

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>35 - Capital Improvements Plan Fund (Local)</b>				
Liabilities				
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2532	Road Works Fund	(0.44)	
	Total Liabilities		<u>(0.69)</u>	
Fund Balance				
	35-3000	Fund Balance	(5,588.88)	
	Total Fund Balance		<u>(5,588.88)</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	4,575.00	
		Fund Balance Total	(5,588.88)	
		Current Year Increase (Decrease)	<u>4,575.00</u>	
		Total Fund Balance/Equity	<u>(1,013.88)</u>	
	Total Liabilities & Fund Balance			<u><u>(1,014.57)</u></u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>36 - Public Safety Grants</b>				
Assets				
	36-1000	Cash / Due From Consolidated Cash	22,521.72	
	Total Assets		22,521.72	
				22,521.72

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 Balance Sheet  
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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>36 - Public Safety Grants</b>				
Fund Balance				
	36-3000	Fund Balance	5,699.22	
	Total Fund Balance		5,699.22	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	16,822.50	
		Fund Balance Total	5,699.22	
		Current Year Increase (Decrease)	16,822.50	
		Total Fund Balance/Equity	22,521.72	
	Total Liabilities & Fund Balance			22,521.72



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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>40 - Court Technology Fund</b>				
Assets				
	40-1000	Cash / Due From Consolidated Cash	20,587.97	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		<u>20,508.97</u>	<u>20,508.97</u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>40 - Court Technology Fund</b>				
Fund Balance				
	40-3000	Fund Balance	19,793.71	
	Total Fund Balance		19,793.71	
		Total Revenue	151.47	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	715.26	
		Fund Balance Total	19,793.71	
		Current Year Increase (Decrease)	715.26	
		Total Fund Balance/Equity	20,508.97	
	Total Liabilities & Fund Balance			20,508.97

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>41 - Court Security Fund</b>				
Assets				
	41-1000	Cash / Due From Consolidated Cash	33,250.13	
	Total Assets		33,250.13	
				33,250.13

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>41 - Court Security Fund</b>				
Fund Balance				
	41-3000	Fund Balance	32,374.16	
	Total Fund Balance		32,374.16	
		Total Revenue	185.53	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	875.97	
		Fund Balance Total	32,374.16	
		Current Year Increase (Decrease)	875.97	
		Total Fund Balance/Equity	33,250.13	
	Total Liabilities & Fund Balance			33,250.13

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Item 46.

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

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Item 46.

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

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>50 - Vehicle Replacement Fund</b>				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(241,229.18)	
	50-1014	TexStar - Veh Rep Fund	343,901.04	
	Total Assets		<u>102,671.86</u>	
				<u><u>102,671.86</u></u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>50 - Vehicle Replacement Fund</b>				
Fund Balance				
	50-3000	Fund Balance	108,012.79	
		Total Fund Balance	108,012.79	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(5,340.93)	
		Fund Balance Total	108,012.79	
		Current Year Increase (Decrease)	(5,340.93)	
		Total Fund Balance/Equity	102,671.86	
		Total Liabilities & Fund Balance		102,671.86



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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>99 - Consolidated Cash</b>				
Assets				
	99-1000	Cash	2,349,063.18	
	99-1210	Due From General Fund	(120,542.73)	
	Total Assets		<u>2,228,520.45</u>	
				<u><u>2,228,520.45</u></u>

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Item 46.

Account Type	Account Number	Description	Balance	Total
<b>99 - Consolidated Cash</b>				
Liabilities				
	99-2000	Accounts Payable	(120,542.73)	
	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	(11,228,648.82)	
	Total Liabilities		<u>2,228,520.45</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>2,228,520.45</u></u>

# Technology Department

- Resolved Backup Agent Issues on Key Server:
  - Troubleshooted and resolved registration problems with the Cohesity backup agent on the Police Department's critical CAD (Computer-Aided Dispatch) and RMS (Records Management System) server. This resolution ensured the ongoing protection and reliable backup of law enforcement data, vital for public safety operations.
- Vendor and Service Management:
  - Engaged with vendors such as Astound and DataVox, reviewing IT service proposals and evaluating a fiber internet service agreement that is expected to bring substantial cost savings, pending City Manager approval. Meanwhile, a cellular failover device has been implemented to ensure uninterrupted network operations.
- Addressed Drupal-Municode Compatibility Issue:
  - Coordinated with CivicPlus to address a compatibility issue between Drupal 7 and Municode that was preventing council meeting notifications from reaching citizens. Implemented a manual workaround to ensure critical communication about council activities continued, maintaining transparency and civic engagement.
- Phishing Investigation and Reporting:
  - Investigated phishing attempts targeting city employees and immediately implemented protective measures. Communicated preventive guidelines to staff, upholding email security protocols and reducing the risk of data breaches.
- Personal Achievement: Security Certification Renewal:
  - Successfully renewed the CJIS Security and Privacy certification, a critical requirement for the continued handling of sensitive law enforcement data. This certification ensures compliance with stringent federal security standards and prepares the city for future audits.

# Technology Department

(Continued)

- **Significant Interdepartmental Contributions During Probation:**
  - Delivered two critical audit-mandated documents: the Information Technology Strategic Plan and the Information Technology Disaster Recovery Plan. These achievements were accomplished while managing a significant workload, addressing inherited challenges, and proactively preparing for future needs. The level of work and leadership demonstrated is typically expected from higher-tier roles, and this output will remain consistent beyond the probationary period, as the responsibilities are ongoing.
- **Secured File Shares for Law Enforcement:**
  - Secured and restructured a previously unprotected file share for the Police Department, significantly enhancing the security of sensitive case records and aligning with law enforcement data protection standards.
- **Addressed Critical Cohesity Alert:**
  - Responded promptly to a severity red-level alert issued by Cohesity, applying necessary system patches to prevent potential cluster instability. This proactive response ensured the protection of the city's critical data infrastructure.
- **Failover Internet Configuration:**
  - Configured a failover internet connection utilizing a cellular device, ensuring continued network access for critical operations, including law enforcement, in the event of primary service disruptions. This implementation strengthens the city's resilience in maintaining essential services.
- **Rapid Progress on Networking Equipment for Law Enforcement:**
  - Began configuring newly deployed networking equipment for secure TLETS/NLETS access in collaboration with the Department of Public Safety. In just a few days, significant progress has been made on key aspects, such as NAT adjustments and static IP configurations, although the project is ongoing as further refinements continue.

City Of Iowa Colony

Operations Report for the meeting held on October 14<sup>th</sup>, 2024.

Management Report Summary

**1. Maintenance & Repairs:**

- **Wastewater Treatment Plant**
  - i. C.R. 57 S1 – Trouble shoot why blower #1 will not start. Motor is locked up due to a bad coupling. Started job for maintenance to repair.
  - ii. C.R. 57 S1 – Realigned motor for blower #5 after repairs were completed.
  - iii. C.R. 57 S1 – Vactor truck work to clear out debris from headworks and chlorine contact basin.
- **Lift Station**
  - i. Sterling Lakes Dr L1 – Conducted Infra-Red survey on electrical equipment.
  - ii. Green Paradise Dr L2 – Conducted Infra-Red survey on electrical equipment.
- **Water Plant**
  - i. Bronze Shore Dr W1 – Replaced A/C unit for control room.
  - ii. Bronze Shore Dr W1 – Replaced bad probes in HPT #3.
  - iii. Bronze Shore Dr W1 – Purchased drip oil for use on both wells.
- **Water Distribution**
  - i. In District – Performed monthly end of line flushing.
  - ii. 2823 Sapphire Hills Dr – Excavation to replace meter and curb stop.
  - iii. 2719 Obsidian Dr – Excavation to set main line valve box to grade.
- **Sanitary Sewer Collection**
  - i. 2823 Peridot Dr – Resealed throat of sanitary manhole.
- **Storm Sewer**
  - i. Nothing to report.