



CITY OF IOWA COLONY

CITY COUNCIL MEETING

**Monday, May 12, 2025
7:00 PM**

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

Phone: 281-369-2471 •

Fax: 281-369-0005 •

www.iowacolonytx.gov

THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE **CITY COUNCIL OF IOWA COLONY** WILL HOLD A **COUNCIL MEETING AT 7:00 PM ON MONDAY, MAY 12, 2025 AT IOWA COLONY CITY HALL, 3144 MERIDIANA PARKWAY, IOWA COLONY, TEXAS 77583** FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation - National Police Week - May 11-17, 2025.

CITIZEN COMMENTS

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

PUBLIC HEARINGS

2. Hold a public hearing on the following:

A tract of land containing approximately 806.02 acres, situated in Brazoria County, Texas, and being located in the David Tally League, Abstract No. 130, Chester S. Gorbet Survey, Abstract No. 64, and Edward Bradley Survey, Abstract No. 44. The property includes portions of the Allison-Richey Land Company Subdivision and is generally bounded by FM 521 on the east and County Road 53 (Sandy Point Road) on the north. The area comprises portions of several tracts recorded in the Brazoria County Clerk's File Nos. 2024043624, 2023055847, and 2024023646, and is proposed for annexation into the corporate limits of the City of Iowa Colony.

3. Hold a public hearing on the following:

Tract 1: An approximately 0.5501-acre tract located in Brazoria County, Texas, within the Emigration Land Company Subdivision. The property lies generally along County Road 758 and is adjacent to Lots 461, 462, 468, and 469, as well as a 233.54-acre tract and a 5.00-acre tract, as recorded in Brazoria County Clerk's File Nos. 2023036335 and 2013013921.

Tract 2: An approximately 0.1849-acre tract situated adjacent to Tract 1, also within the Emigration Land Company Subdivision and generally located along County Road 758. It shares boundaries with the same adjacent lots and referenced tracts noted above.

ITEMS FOR CONSIDERATION

- [4.](#) Consideration and possible action on a resolution canvassing the returns and declaring the results of the general election of officers held on May 3, 2025.
- [5.](#) Consideration and possible action on a resolution canvassing the returns and declaring the results of a special election filling the vacancy for the remainder of the unexpired term held on May 3, 2025.
- [6.](#) Consideration and possible action to approve a resolution declaring results of a special election on the creation of the Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent in the Extraterritorial Jurisdiction of the City of Iowa Colony.
7. Administer the Oath of Office to newly elected officials.
Councilmember comments
 - Outgoing
 - New
8. Reception

STAFF REPORTS

- [9.](#) Building Official/Fire Marshal Monthly Report
- [10.](#) Police Department Monthly Report
- [11.](#) Municipal Court Monthly Report
- [12.](#) Public Works Monthly Report
- [13.](#) City Engineer Monthly Report
- [14.](#) Finance Monthly Report
- [15.](#) Technology Department Monthly Report
- [16.](#) Water/Wastewater Utility Monthly Report

EXECUTIVE SESSION

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

17. To discuss personnel matters related to the search for a new City Manager, including review of proposals from executive search firms, qualifications and criteria for the position, related recruitment processes, and other legal matters involving the City.

POST EXECUTIVE SESSION

ITEMS FOR CONSIDERATION

18. Consideration and possible action on Executive Session matters.
- [19.](#) Consideration and possible action to annex the following property:

A tract of land containing approximately 806.02 acres, situated in Brazoria County, Texas, and being located in the David Tally League, Abstract No. 130, Chester S. Gorbet Survey, Abstract No. 64, and Edward Bradley Survey, Abstract No. 44. The property includes portions of the Allison-Richey Land Company Subdivision and is generally bounded by FM 521 on the east and County Road 53 (Sandy Point Road) on the north. The area comprises portions of several tracts recorded in the Brazoria County Clerk's File Nos. 2024043624, 2023055847, and 2024023646, and is proposed for annexation into the corporate limits of the City of Iowa Colony.

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

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

C. Consideration and possible action to adopt an ordinance on first and final reading annexing the property containing approximately 806 acres of land.

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

Tract 1: An approximately 0.5501-acre tract located in Brazoria County, Texas, within the Emigration Land Company Subdivision. The property lies generally along County Road 758 and is adjacent to Lots 461, 462, 468, and 469, as well as a 233.54-acre tract and a 5.00-acre tract, as recorded in Brazoria County Clerk's File Nos. 2023036335 and 2013013921.

Tract 2: An approximately 0.1849-acre tract situated adjacent to Tract 1, also within the Emigration Land Company Subdivision and generally located along County Road 758. It shares boundaries with the same adjacent lots and referenced tracts noted above.

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

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

21. Consideration and possible action to approve a Vending License and Indemnity Agreement between the City of Iowa Colony and Texas Hometown Heroes/THH Vending.

22. Consideration and possible action on the Sunset Prairie Plan of Development.

23. Consideration and possible action on a resolution authorizing the revision of Contract No. 24-065-009-E166 with the General Land Office related to the CDBG-MIT regional method of distribution.

CONSENT ORDINANCES – SECOND READING

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

24. Consideration and possible action on an ordinance amending the FY2024-25 Crime Control and Prevention District budget.

25. Consideration and possible action on an ordinance amending Chapter 30 of the City's Code of Ordinances related to signs and specifically related to digital billboards.

CONSENT AGENDA

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

26. Consider approval of the April 11, 2025 City Council meeting minutes.

27. Consider approval of the April 14, 2025 City Council worksession minutes.

28. Consider approval of the April 14, 2025 City Council meeting minutes.
29. Consider approval of the Ellwood Section 1B Final Plat.
30. Consider approval of the Meridiana Section 34C Preliminary Plat.
31. Consider approval of the Primrose School Meridiana Reserve Preliminary Plat.
32. Consider approval of the Karsten Boulevard North Phase IV & Sterling Lakes Drive Street Dedication & Commerical Reserves Final Plat with conditions.
33. Consider acceptance of the Creekhaven Section 2- Water, Sanitary, Drainage and Paving Facilities into the One Year Maintenance Period.
34. Consider final acceptance of the Meridiana Parkway Traffic Signals Facilities.
35. Consider acceptance of the Meridiana Section 55B - Storm and Paving Facilities into the One Year Maintenance Period.
36. Consider approval of the Meridiana Section 55B - Water and Sanitary Sewer Facilities into the One Year Maintenance Period.
37. Consider approval of the Phase I Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Section 1 Facilities into One Year Maintenance Period.

COUNCIL COMMENTS

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 May 6, 2025.



Kayleen Rosser

Kayleen Rosser, City Secretary

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

Kayleen Rosser

Kayleen Rosser, City Secretary

Date Signed: _____



Proclamation for National Police Week

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Iowa Colony Police Department play an essential role in safeguarding the rights and freedoms of the residents and visitors of the City of Iowa Colony; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Iowa Colony Police Department unceasingly provide a vital public service.

NOW, THEREFORE, the Iowa Colony City Council calls upon all citizens of the City of Iowa Colony and upon all patriotic, civic, and educational organizations to observe the week of May 11 - 17, 2025 as Police Week with appropriate ceremonies and observances in which all our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

THEREFORE, I, Wil Kennedy, Mayor of Iowa Colony, Texas, do hereby proclaim the week of May 11 - 17, 2025, as Police Week and call upon all citizens of Iowa Colony to observe the 15th day of May 2025, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 12th Day of May, 2025.

Wil Kennedy
Mayor, City of Iowa Colony, Texas

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

Public Hearing., **May 12, 2025, at 7:00 p.m.**
City Council Chambers
3144 Meridiana Pkwy., Iowa Colony, Texas, 77583

The Iowa Colony City Council will hold a public hearing at **7:00 p.m. on May 12, 2025**, in the Iowa Colony City Council Chambers, 3144 Meridiana Pkwy., Iowa Colony, Texas, 77583, to consider annexing the following property:

A tract of land containing approximately 806.02 acres, situated in Brazoria County, Texas, and being located in the David Tally League, Abstract No. 130, Chester S. Gorbet Survey, Abstract No. 64, and Edward Bradley Survey, Abstract No. 44. The property includes portions of the Allison-Richey Land Company Subdivision and is generally bounded by FM 521 on the east and County Road 53 (Sandy Point Road) on the north. The area comprises portions of several tracts recorded in the Brazoria County Clerk's File Nos. 2024043624, 2023055847, and 2024023646, and is proposed for annexation into the corporate limits of the City of Iowa Colony.

All interested persons may be heard concerning this matter. A metes and bounds description and map of the area proposed for annexation are available at no charge from the Iowa Colony City Secretary at the address herein stated or at krosser@iowacolonytx.gov.

Kayleen Rosser
Iowa Colony City Secretary

CITY OF IOWA COLONY
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Kayleen Rosser
Iowa Colony City Secretary

City of Iowa Colony
Cumulative Report

2025 Joint Local Election

Run Time 9:27 PM
Run Date 05/03/2025

Brazoria County

2025 Joint Local Election

5/3/2025
Page 1

Unofficial Results
Registered Voters
990 of 7496 = 13.21%
Polling Places Reporting
32 of 32 = 100.00%

Item 4.

Mayor

Choice	Party	Absentee		Early Voting		Election Day		Total	
Douglas Marshall Chumley		0	0.00%	43	8.43%	36	7.64%	79	8.05%
Wil Kennedy		0	0.00%	467	91.57%	435	92.36%	902	91.95%
Cast Votes:		0	0.00%	510	100.00%	471	100.00%	981	100.00%
Undervotes:		0		7		2		9	
Overvotes:		0		0		0		0	

Council, District A

Choice	Party	Absentee		Early Voting		Election Day		Total	
Destinie Washington		0	0.00%	45	33.09%	42	38.53%	87	35.51%
Tim Varlack		0	0.00%	91	66.91%	67	61.47%	158	64.49%
Cast Votes:		0	0.00%	136	100.00%	109	100.00%	245	100.00%
Undervotes:		0		0		4		4	
Overvotes:		0		0		0		0	

Council, District B

Choice	Party	Absentee		Early Voting		Election Day		Total	
Kareem Boyce		0	0.00%	161	100.00%	139	100.00%	300	100.00%
Cast Votes:		0	0.00%	161	100.00%	139	100.00%	300	100.00%
Undervotes:		0		10		12		22	
Overvotes:		0		0		0		0	

Council, District C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Sydney Hargroder		0	0.00%	174	100.00%	177	100.00%	351	100.00%
Cast Votes:		0	0.00%	174	100.00%	177	100.00%	351	100.00%
Undervotes:		0		36		32		68	
Overvotes:		0		0		0		0	

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
CANVASSING THE ELECTION, DECLARING RESULTS, AND
CONTAINING RELATED PROVISIONS**

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

SECTION 1. That this resolution applies to the election held by the City of Iowa Colony, Texas on May 3, 2025, for the general election of municipal officers for Mayor, Council Member District A, Council Member District B, and Council Member District C.

SECTION 2. That the City Council hereby finds the following facts:

- a. Notice of this election was given as required by law.
- b. This election was called and in all ways held as required by law.
- c. Only qualified voters voted in this election.
- d. There were no write-in votes in this election.
- e. There were 0.00% absentee ballots cast, 981 early voting ballots cast, and 896 ballots cast on election day, for a total of 1877 ballots cast.
- f. The returns of this election have been prepared and presented as provided by law, and the results are as follows:

<u>Office</u>	<u>Candidate</u>	<u>Votes</u>
Mayor	Wil Kennedy	902
	Douglas Chumley	79
Council Member District A	Tim Varlack	158
	Destinie Washington	87
Council Member District B	Kareem Boyce	300
Council Member District C	Sydney Hargroder	351

SECTION 3. That the City Council hereby finds that the following persons have been elected to the following offices, respectively:

Mayor	Wil Kennedy
Council Member District A	Tim Varlack
Council Member District B	Kareem Boyce
Council Member District C	Sydney Hargroder

Each of those persons is entitled to hold that office, beginning at the time he or she takes the oath of office required by law and continuing for two years thereafter, and until his or her successor has been duly elected and qualified.

SECTION 4. All actions taken by the Mayor, City Secretary, or any other city officer in connection with this election are hereby ratified.

SECTION 5. A true copy of the election returns is attached hereto as Exhibit “A” and incorporated herein in full. Those election returns are marked “Unofficial” only because they were printed before this resolution was passed. The passage of this resolution makes those election returns official.

SECTION 6. This resolution shall be effective from the date of its passage and adoption.

READ, PASSED AND ADOPTED ON MAY 12, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

**Exhibit “A”
Election Returns**

City of Iowa Colony

Cumulative Report

2025 Joint Local Election

Run Time

9:27 PM

Run Date

05/03/2025

Brazoria County

2025 Joint Local Election

5/3/2025

Page 2

Unofficial Results

Item 5.

Registrars

990 of 7496 = 13.21%

Polling Places Reporting

32 of 32 = 100.00%

Council, Position 1, Unexpired Term

Choice	Party	Absentee		Early Voting		Election Day		Total	
Matthew C. Isenberg		0	0.00%	67	14.26%	55	12.73%	122	13.53%
Steve Sanders		0	0.00%	126	26.81%	123	28.47%	249	27.61%
Nikki Brooks		0	0.00%	277	58.94%	254	58.80%	531	58.87%
Cast Votes:		0	0.00%	470	100.00%	432	100.00%	902	100.00%
Undervotes:		0		47		41		88	
Overvotes:		0		0		0		0	

*** End of report ***

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
CANVASSING THE SPECIAL ELECTION TO FILL THE UNEXPIRED
TERM FOR CITY COUNCIL MEMBER POSITION 1, DECLARING THE
RESULTS, AND CONTAINING RELATED PROVISIONS**

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

SECTION 1. That this resolution applies to the special election held by the City of Iowa Colony, Texas, on May 3, 2025, for the purpose of filling the unexpired term of office for City Council Position 1.

SECTION 2. That the City Council hereby finds the following facts:

- a. Notice of this election was given as required by law.
- b. This election was called and, in all ways, held as required by law.
- c. Only qualified voters voted in this election.
- d. There were no write-in votes in this election.
- e. There were 0 absentee ballots cast, 470 early voting ballots cast, and 432 ballots cast on election day, for a total of 902 ballots cast.
- f. The returns of this election have been prepared and presented as provided by law, and the results are as follows:

<u>Office</u>	<u>Candidate</u>	<u>Votes</u>
City Council Position 1	Nikki Brooks	531
	Steve Sanders	249
	Matthew C. Isenberg	55

SECTION 3. That the City Council hereby declares that Nikki Brooks received a majority of the votes cast and is duly elected to serve the unexpired term for City Council Position 1.

SECTION 4. That all actions taken by the Mayor, City Secretary, or any other city officer in connection with this election are hereby ratified.

SECTION 5. That a true copy of the election returns is attached hereto as Exhibit "A" and incorporated herein in full. Those election returns are marked "Unofficial" only because they were printed before this resolution was passed. The passage of this resolution makes those election returns official.

SECTION 6. That this resolution shall be effective from the date of its passage and adoption.

READ, PASSED AND ADOPTED ON MAY 12, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

**Exhibit “A”
Election Returns**

City of Iowa Colony Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	31	49.21%	50	45.45%	81	46.82%
Against		0	0.00%	32	50.79%	60	54.55%	92	53.18%
Cast Votes:		0	0.00%	63	100.00%	110	100.00%	173	100.00%
Undervotes:		0		0		3		3	
Overvotes:		0		0		0		0	

*** End of report ***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CANVASSING THE SPECIAL ELECTION IN ALL THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY, TEXAS AND DECLARING RESULTS ON AUTHORIZING THE CREATION OF THE IOWA COLONY MUNICIPAL DEVELOPMENT DISTRICT, AND THE IMPOSITION OF A SALES AND USE TAX AT THE RATE OF ONE-HALF OF ONE PERCENT, FOR THE PURPOSE OF FINANCING DEVELOPMENT PROJECTS BENEFICIAL TO THE DISTRICT; CONTAINING RELATED PROVISIONS

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

SECTION 1. That this resolution applies to the election held by the City of Iowa Colony, Texas on May 3, 2025, for authorizing the creation of the Iowa Colony Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing development projects beneficial to the district.

SECTION 2. That the City Council hereby finds the following facts:

- a. Notice of this election was given as required by law.
- b. This election was called and, in all ways, held as required by law.
- c. Only qualified voters voted in this election.
- d. There were no write-in votes in this election.
- e. There were 0 absentee ballots cast, 63 early voting ballots cast, and 110 ballots cast on election day, for a total of 173 ballots cast.
- f. The returns of this election have been prepared and presented as provided by law, and the results are as follows:

City of Iowa Colony Proposition:

AUTHORIZING THE CREATION OF THE IOWA COLONY MUNICIPAL DEVELOPMENT DISTRICT AND THE IMPOSITION OF A SALES AND USE TAX AT THE RATE OF ONE-HALF OF ONE PERCENT FOR THE PURPOSE OF FINANCING DEVELOPMENT PROJECTS BENEFICIAL TO THE DISTRICT.

Votes for Proposition: 81
 Votes Against Proposition: 92

SECTION 3. That the City Council hereby finds and determines that the proposition stated in the preceding section failed in the special election, and that the City of Iowa Colony, Texas is not authorized to create the Iowa Colony Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing development projects beneficial to the district.

SECTION 4. That all actions taken by the Mayor, City Secretary, or any other city officer in connection with this election are hereby ratified.

SECTION 5. That a true copy of the election returns is attached hereto as Exhibit “A” and incorporated herein in full. Those election returns are marked “Unofficial” only because they were printed before this resolution was passed. The passage of this resolution makes those election returns official.

SECTION 6. That this resolution shall be effective from the date of its passage and adoption.

READ, PASSED AND ADOPTED ON MAY 12, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

**Exhibit “A”
Election Returns**



IOWA COLONY FIRE MARSHAL'S OFFICE

Item 9.

3144 Meridiana Parkway
Iowa Colony, TX 77583

Albert Cantu, CFM

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

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

May 5, 2025

Mayor and Council,

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

Community Development

Inspections conducted by Safe Built-

Building Inspections-	518
Electrical Inspections-	399
Plumbing Inspections-	675
Mechanical Inspections-	<u>222</u>
Total-	1814

Total Paid to Safe Built for April 2025, for a total of 1814 Inspections- \$40,815.00

Total Paid to Safe Built for April 2024, for a total of 1581 Inspections- \$35,572.50

April 2024 Plan Reviews- 96

Building-4 Commercial Buildout- 3 Electrical- 4 New Residential- 79 Swimming Pools- 6

April 2025 Plan Reviews- 110

Building- 5 Commercial Build Out- 2 Electrical- 8 New Residential- 92 Swimming Pools- 1
Planning/Zoning- 2

Permits Issued

2024- 192

New Home Permits- 80 Other Permits- 86 Engineering Projects- 26

2025- 216

New Home Permits- 83 Other Permits- 114 Engineering Projects- 19

Fees Collected

2024 \$508,135.06

New Home Permit Fees- \$192,599.84 Other Permit Fees- \$29,208.92 Engineer Project Fees- \$286,326.30

2025- \$624,887.94

New Home Permit Fees- \$376,904.80 Other Permit Fees- \$138,905.48 Engineer Project Fees- \$109,077.66

Animal Control

3- Calls for service

8- Taken to Brazoria Co. SPCA 3- Livestock returned to owner 2- Deceased animal, disposed of

Bryant attended 1 Class, Canine Behavior, Oc Spray, Bite Stick, and Chemical Capture course. Bryant successfully passed the course he attended. He is doing a great job.

Code Compliance

98- Calls for service

83- Sign Removals 3- Tall Grass 6-Responded to Complaint 1- Above ground pool violation

2- Home Business Violations 1- Illegal Dumping 2- Pre-Construction Meetings

Ambrosia rode with Pearland Health Inspectors for training and received her certification. She conducted 7 health inspections in our city.

Fire Marshal

Conducted all finals for Auto Zone, Mail Hub, and Subway, which all passed and allowed to open.

Thanks,

Albert Cantu, CFM

Fire Marshal/Building Official



IOWA COLONY POLICE DEPARTMENT

Item 10.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report April 2025

Offense	March 2025	April 2025
Burglary	2	3
Theft	3	6
Robbery	0	0
Total Index Crimes Reported	5	9
Reports Taken		
Misdemeanor	25	35
Felony	7	12
Charges Filed/Arrests		
Misdemeanor	21	24
Felony	2	1
Outside Agency Warrant Arrest	3	1
Traffic Enforcement		
Number of Violations	938	919
Crash Investigations		
Minor Crashes	17	17
Major Crashes	2	2
Fatality Crashes	0	0
Calls for Service		
Alarms	38	31
Assist Other Agency	40	43
Disturbance	10	11
Other	207	327
Security Checks	493	533
Suspicious Activity/Persons	25	27

Significant Events

- April 1 – Officers conducted a traffic stop in the area of Crystal View Dr/Ames Blvd. During the traffic stop it was found that the driver of the vehicle, a minor, was intoxicated. An arrest was made and a report was generated.
- April 4 – Officers conducted a traffic stop in the area of SH 288/Meridiana Pkwy. During the traffic stop illegal narcotics and a weapon were found in the vehicle. An arrest was made and a report was generated.
- April 5 – Officers conducted a traffic stop in the area of SH 288/Davenport Pkwy. During the traffic stop narcotic paraphernalia was located in the vehicle. A citation was issued and the driver was released.



IOWA COLONY POLICE DEPARTMENT

Item 10.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

- April 5 – Officers conducted a traffic stop in the area of SH 288/Iowa Colony Blvd. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- April 7 – Officers conducted a traffic stop in the area of Ames Blvd/Sterling Lakes Dr. During the traffic stop it was found the driver had a suspended driver license. An arrest was made and a report was generated.
- April 11 – Officers conducted a traffic stop in the area of 3100 block of Meridiana Pkwy. During the traffic stop narcotic paraphernalia was located in the vehicle. A citation was issued and the driver was released.
- April 14 – Officers conducted a traffic stop in the area of Crystal View Dr/Ames Blvd. During the traffic stop narcotic paraphernalia was located in the vehicle. A citation was issued and the driver was released.
- April 16 – Officers were dispatched to the 2800 block of Sterling Lakes Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- April 19 – Officers conducted a traffic stop in the area of SH 288/Dubuque Pkwy. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- April 19 – Officers conducted a traffic stop in the area of Cedar Rapids Pkwy/Iowa Colony Blvd. During the traffic stop narcotic paraphernalia was located in the vehicle. A citation was issued and the driver was released.
- April 19 – Officers were dispatched to the 9900 block of Blue Sapphire Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- April 20 – Officers conducted a traffic stop in the 3200 block of Iowa Colony Blvd. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- April 20 – Officers were dispatched to the 3700 block of Amoroso Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- April 20 – Officers were dispatched to the 9800 block of Shimmering Lakes Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- April 21 – Officers conducted a traffic stop in the area of SH 288/CR 61. During the traffic stop it was found that the driver of the vehicle was intoxicated. An arrest was made and a report was generated.
- April 21 – Officers were dispatched to the 10200 block of Coastal Ct in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
- April 22 – Officers were dispatched to the 3000 block of Meridiana Pkwy for an assault that had occurred. An arrest was made and a report was generated.



IOWA COLONY POLICE DEPARTMENT

Item 10.

3144 Meridiana Pkwy
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

-
- April 23 – Officers conducted a traffic stop in the area of SH 288/CR 62. During the traffic stop it was found that the driver of the vehicle had a suspended driver license. An arrest was made and a report was generated.
 - April 24 – Officers conducted a traffic stop in the area of Sterling Lakes Dr/Sterling Village Dr. During the traffic stop it was found that driver of the vehicle had a suspended driver license. An arrest was made and a report was generated.
 - April 25 – Officers conducted a traffic stop in the area of SH 288/Iowa Colony Blvd. During the traffic stop illegal narcotics and a weapon were found in the vehicle. An arrest was made and a report was generated.
 - April 25 – Officers were dispatched to the 9700 block of Steel Knot Ln in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - April 25 – Officers were dispatched to the 3700 block of Bach St in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.
 - April 26 – Officers were dispatched to the 1100 block of Hinged Opal Dr in reference to a disturbance. Upon arrival it was found an assault had occurred. An arrest was made and a report was generated.

City of Iowa Colony
Municipal Court Council Report
From 4/1/2025 to 4/30/2025

5/5/2025 12:00

Item 11.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
450	0	0	8	6	464

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$25,809.47	\$39,799.70	\$12,025.60	\$1,141.43	\$1,398.25	\$80,174.45

Warrants

Issued	Served	Closed	Total
0	0	1	1

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
72	0	51	31	170	324

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
3	0	3	6

Street SIGNAGE	Description		Complete	Dates
Discovery & Davenport	removed pole w/ curve direction sign		Complete	4/7/2025
Discovery & Davenport	install pole w/ curve direction sign		Complete	4/7/2025
Meridiana & CR 48	removed pole w/ curve direction sign		Complete	4/7/2025
Meridiana & CR 48	install pole w/ curve direction sign		Complete	4/7/2025
Cedar Rapids & Ruth to Cedar Rapids & Canterra Creek	install 25mph sign (2)		Complete	4/16/2025
Cedar Rapids & Pursley	straighten pole w/ stop sign & street sign		Complete	4/22/2025
Bullard & Iowa Colony	turn stop sign & street names the right direction		Complete	4/22/2025
DEBRIS REMOVAL	Description		Complete	Dates
MOWING/TREE TRIMMING	Description		Complete	Dates
Pursley & Dubuque to Pursley & Davenport	mow right away & ditch line		Complete	4/1/2025
Pursley & Davenport to Pursley & Meridiana	mow right away & ditch line		Complete	4/1/2025
Pursley & Cedar Rapids to Pursley & CR 79	mow right away & ditch line		Complete	4/1/2025
CR 79 & Cedar Rapids to Cedar Rapids & Iowa Colony	mow right away & ditch line		Complete	4/2/2025
CR 79 & Cedar Rapids to Cedar Rapids & Iowa Colony	trim trees back		Complete	4/2/2025
Ruth & Cedar Rapids	mow right away & ditch line		Complete	4/2/2025
Canterra Creek & Cedar Rapids to Cedar Rapids & Ruth	mow right away & ditch line		Complete	4/3/2025
Bullard & Iowa Colony to Iowa Colony & Oak	mow right away & ditch line		Complete	4/3/2025
Iowa Colony & Cedar Rapids to Cedar Rapids & east side frontage	mow right away & ditch line		Complete	4/3/2025
Iowa Colony & Cedar Rapids to Chocolate Bayou bridge	mow right away & ditch line		Complete	4/3/2025
CR 79 & CR 78 to CR 79 & CR 380	mow ditch line		Complete	4/3/2025
CR 79 & CR 380 to CR 380 & Pursley	mow ditch line		Complete	4/3/2025
Pursley & CR 380 to Pursley & Cedar Rapids	mow right away & ditch line		Complete	4/3/2025
City Hall	mow grass		Complete	4/7/2025
Public Works	mow grass		Complete	4/8/2025
CR 79 & Cedar Rapids to CR 78 & CR 79	mow ditch line		Complete	4/8/2025
Dubuque & Iowa Colony to Dubuque & Pursley	mow ditch line		Complete	4/8/2025
CR 79 & CR 78 to CR 79 & Iowa Colony	mow ditch line		Complete	4/9/2025
Dubuque & Iowa Colony to Dubuque & Pursley	mow ditch line		Complete	4/9/2025
CR 79 & CR 78 to CR 79 & Bullard	mow ditch line		Complete	4/9/2025
Public Works	mow culvert ditches		Complete	4/9/2025
CR 78 & CR 79 to CR 78 & Iowa Colony	mow ditch line		Complete	4/10/2025
Iowa Colony & Cactus In to Cactus In dead end	mow ditch line		Complete	4/10/2025
Iowa Colony & CR 78 to Iowa Colony & Cedar Rapids	mow ditch line		Complete	4/10/2025
Bullard & east side Frontage Rd to Bullard & City limits sign	mow ditch line		Complete	4/14/2025
Bullard & City limits sign	cut falling tree down		Complete	4/14/2025
Pursley & CR 380 to Pursley & Bullard	mow ditch line		Complete	4/15/2025
Pursley & CR 380 to Pursley & Bullard	trim trees back		Complete	4/15/2025
Bullard & east side Frontage Rd to Bullard & CR 79	mow ditch line		Complete	4/15/2025
Bullard & Pursley	mow ditch line		Complete	4/15/2025
Cedar Rapids & Ruth to Canterra Creek & Cedar Rapids	mow ditch line		Complete	4/16/2025
Public Works	mow property		Complete	4/16/2025
CR 79 & Bullard	cut trees back		Complete	4/17/2025
Public Works	mow property		Complete	4/17/2025
Iowa Colony & Bullard	tree blocking road removed		Complete	4/22/2025
Iowa Colony & Bullard	remove cut tree from right away		Complete	4/22/2025
8691 CR 79	remove fallen tree from ditch line		Complete	4/22/2025
2514 Cedar Rapids	mow fence line per resident		Complete	4/24/2025
Oak & Iowa colony	mow right away & ditch line		Complete	4/24/2025
Oak & Iowa colony	trim trees back		Complete	4/24/2025
Oak & Iowa colony	trim trees back		Complete	4/28/2025
Oak & Iowa colony	mow ditch line		Complete	4/28/2025
CR 79 & FCR 380 to FCR 380 & Pursley	mow ditch line		Complete	4/28/2025
City Hall	mow grass		Complete	4/28/2025
City (acre)	mow grass		Complete	4/29/2025
Public Works	mow grass (wooded area)		Complete	4/29/2025

STREET REPAIRS	Description		Complete	Dates
Discovery & Meridiana	sidewalk repair		Complete	4/3/2025
Pursley & Cedar Rapids to Pursley & Bullard	survey street for pot holes		Complete	4/21/2025
Cedar Rapids & west side Frontage rd to Cedar Rapids & Hwy 52	survey street for pot holes		Complete	4/21/2025
west side Frontage Rd & Cedar Rapids to Cedar Rapids to City Li	fill street pot holes		Complete	4/28/2025
Iowa Colony 7 & Bullard to Iowa Colony & Oak	fill street pot holes		Complete	4/28/2025
Ditch Drainage issue	Description		Complete	Dates
Parks	Description		Complete	Dates
City Park	collect trash bags (10)		Complete	4/7/2025
City Park	pickup trashed bicycle		Complete	4/7/2025
City Park	collect trash bags (6)		Complete	4/15/2025
City Park	collect trash bags (6)		Complete	4/23/2025
City Park	collect trash bags (2)		Complete	4/25/2025
City Park	collect trash bags (9)		Complete	4/28/2025
City Park	repair siding on water fountain		Complete	4/29/2025
Miscellaneous Works	Description		Complete	Dates
Hwy 288 & Meridiana	remove barricade from the road		Complete	4/3/2025
Karsten & Meridiana	assemble temporary stop sign for intersection street lights		Complete	4/7/2025
Public Works	interview two potential candidates for Public Works position		Complete	4/8/2025
City Hall	repair desk in HR office		Complete	4/10/2025
Public Works	repair wires & ceiling panels		Complete	4/10/1935
Public Works	clean pickup truck & zero turn		Complete	4/11/2025
Public Works	sealed holes from installing cameras		Complete	4/11/2025
City Hall	start generator @ building		Complete	4/14/2025
Public Works	pickup signs from from Smith's Municipal		Complete	4/14/2025
City Hall	collect trash bags (2)		Complete	4/15/2025
Public Works	replace injector coil on pickup truck		Complete	4/16/2025
Public Works	blow grass off batwing		Complete	4/21/2025
Iowa Colony & FRC 190	remove abandoned toy car & trash from right away		Complete	4/23/2025
Public Works	remove broken headlight bracket on tractor		Complete	4/23/2025
Public Works	clean & organize shop		Complete	4/23/2025
Public Works	remove pole w/ sign by back door (2)		Complete	4/25/2025
Public Works	clean air filter on tractor of batwing		Complete	4/25/2025
Public Works	clean ice machine drip line		Complete	4/25/2025
City Hall	delivered documents & envelopes to Mail Hub		Complete	4/28/2025
City (acre)	remove wood & pallets		Complete	4/29/2025
City Hall	diagnosis lights in dispatch		Complete	4/29/2025
City Hall	adjust lieutenant door		Complete	4/30/2025
City Hall	install two paper towel holder on 2nd floor		Complete	4/30/2025
Public Works	fuel both tractors		Complete	4/30/2025
Public Works	remove damage stand equipment on batwing tractor		Complete	4/30/2025

MEMORANDUM

Date: May 5, 2025
To: Mayor Wil Kennedy
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – May Engineer's Report
cc: Natasha Brooks, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Staff has a standing monthly construction meeting with TxDOT for updates.
 - Dubuque Parkway/CR 60/Iowa Colony Blvd is open.
 - Meridiana Parkway/Cedar Rapids/Davenport Parkway is scheduled for third quarter 2025.
 - Construction for the pavement widening at Meridiana Parkway on the west side is expected to be completed before the end of May.
2. GRANTS UPDATE
 - GLO MIT MOD – ICB DRAINAGE IMPROVEMENTS
 - i. Closure of ICB is in place. Scheduled closure for 120 days. Detours is in place and traffic is being re-routed.
 - ii. Construction of Box Culvert is ongoing. Approximately 20% of the box culvert is complete.
 - iii. Right turn lane on Davenport is complete.
 - iv. Change Order No. 1 has been submitted for the additional of Storm Water Quality items as required by BCDD5.
 - v. Construction is approximately 20% complete.
3. Capital Improvement Projects
 - 2021 Waterline Extension - ARPA
 - i. Contractor is approximately 50% complete.
 - ii. Pipeline company is recommending a casing for the waterline.
 - iii. Change Order No. 1 has been submitted.
 - iv. Construction is approximately 60% complete.
 - 2023 Ames Blvd Extension
 - i. Working with the County on ROW acquisition.
 - ii. Currently under design at 80%, pending ROW acquisition.
 - Water Plant No. 1 – Filtration System for the removal of Iron and Manganese
 - i. On hold until financing for this project is determined.
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 – 55% 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
- D. *SIERRA VISTA WEST - LAND TEJAS*
 - Active construction projects:
 - BCMUD 53 Wastewater Treatment Plant Expansion – Awaiting on punchlist Itms
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting punchlist items.
 - Sierra Vista West Ph II B Excavation and Grading – Awaiting punchlist items.
 - BCMUD 53 Water Plant Expansion – Complete
 - SVW Civil Site – Amenity Center – Awaiting final walk.
- E. *STERLING LAKES NORTH*
 - Active construction projects:
 - Sterling Lakes North Detention – Awaiting punch list items.
 - Sterling Lakes North Lift Station No. 1 – Awaiting final walk to be scheduled
 - Sterling Lakes North Lift Station No. 2 – Awaiting closeout documents
 - Sterling Lakes North (Canterra Creek) Rec Center- Awaiting final walk
 - Karsten Blvd North Ph 2 – Awaiting Punch List Items Completion
- F. *CALDWELL CROSSING*
 - Active construction projects
 - BCMUD 87 Detention and Grading Phase 2 – 90% Complete.
 - BCMUD 87 Water Plant No. 1 – 85% Complete. Awaiting power.
 - BCMUD 87 Offsite 8" Force Main & Waterline – 75% utilities.
 - BCMUD 87 Lift Station No. 2 – 75% complete, awaiting power and gas.
 - BCMUD 87 WWTP Expansion and Onsite Lift Station No. 1 – 70% complete
 - Caldwell Ranch Crossing Detention Ph IIB – 80%
 - Caldwell Crossing Section 3 – 90% Utilities, 90% Paving
 - Caldwell Crossing Section 4 – 80% Utilities, 90% Paving
- G. *CALDWELL LAKES*
 - Active construction projects
 - BCMUD 87 Detention and Grading Ph 3 – Awaiting Final Walk.
 - Caldwell Lakes Section 1 – 70% Utilities, 75% Paving.
 - Caldwell Lakes Section 2 – 70% Utilities, 75% Paving.
 - Caldwell Ranch Blvd Ph IIIB – permit pulled.
- H. *CREEKHAVEN – MUD 92*
 - Active construction projects:
 - Mass Grading and Detention Ph 1 – 80% complete
 - BCMUD 92 Water Plant No. 1 – Awaiting Closeout Documents
 - BCMUD 92 Offsite lift station . – 5% complete.
 - Creekhaven Sec 1 – Awaiting Closeout Documents
 - Creekhaven Sec 2 – Awaiting Closeout Documents
 - Creekhaven Sec 3 – Awaiting Closeout Documents
 - Creekhaven Blvd and Karsten Blvd Ph 1- Waiting on punch list items.
- I. *ELLWOOD*
 - Ellwood Ph 1 Detention, Excavation, Spoils and Outfall –90%
 - Ellwood Sec 1A – 75% utilities, 5% Paving.

- Ellwood Karsten Blvd – 10% utilities.
- BCMUD 57 Lift Station No. 3 – 50% complete.
- Ellwood Water Supply and Storage Closet- 50% complete.

J. OTHER CONSTRUCTION PROJECTS

- Complete.
- Primespot C-Store (Pursley & Meridiana Pkwy)– Awaiting final walk.
- Shops at Meridiana (Pursley & Meridiana Pkwy)– Complete.
- McDonald's – Complete.
- Prose Sierra Vista – 75% utilities, 75% paving.
- Autozone- Complete.
- Centre at Sierra Vista – 70% utilities.
- Sierra Vista Retail Pad Site D
- Sierra Vista Driveways and Utility Extensions- 50%

CITY OF IOWA COLONY CAPITAL IMPROVEMENTS PROJECTS UPDATE

1. **12" Waterline Extension and Improvements on Iowa Colony Blvd and 8" on Kelly Leigh Dr.:**
 - a. Construction Start Date: January 30, 2025
 - b. Construction is approximately 50% complete



Figure 1: Installation of Waterline at STA 25+19.80

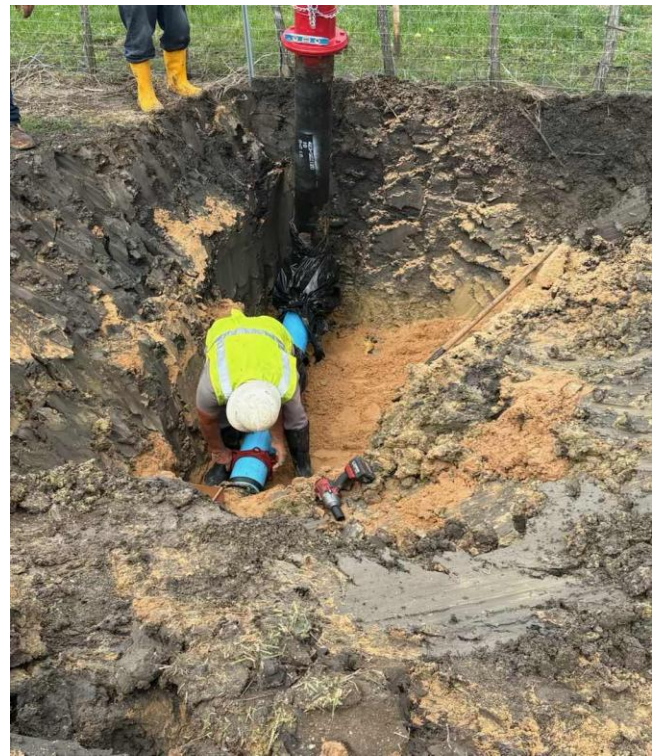


Figure 2: Installation of Waterline at STA 9+00

2. Iowa Colony Boulevard Drainage Project

- a. Construction Start Date: April 2, 2025
- b. Construction is approximately 20% complete



Figure 1: Demolition of existing bridge and Installation of storm sewer

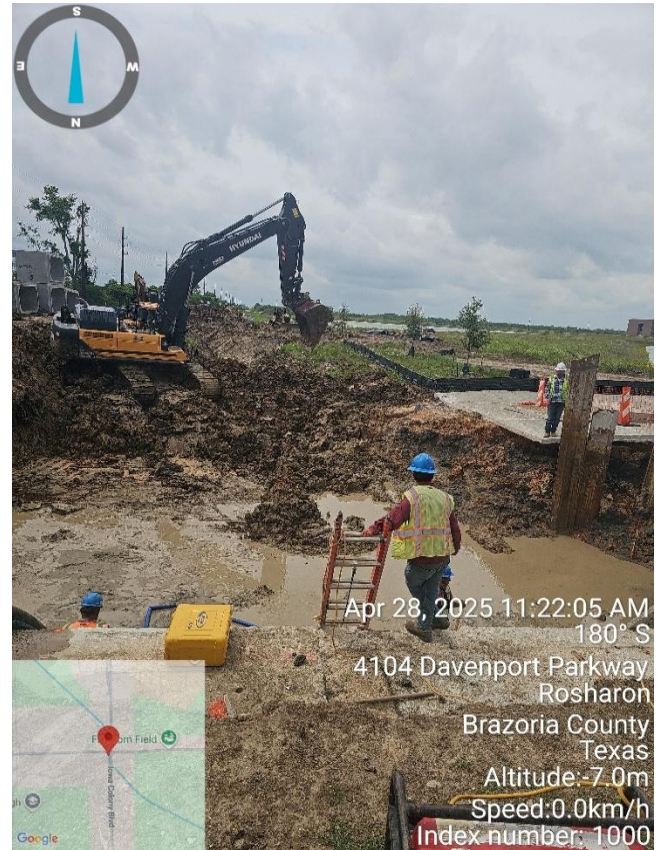


Figure 2: Preparation of site for installation of boxes

City of Iowa Colony
Financial Statement
As of April 30, 2024

5/5/2025

Item 14.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	41,819.72	45,315.20	(3,495.48)	379,464.91	544,000.00	69.75%	164,535.09
Property Tax	46,097.38	260,262.52	(214,165.14)	3,828,675.64	3,124,400.00	122.54%	(704,275.64)
Miscellaneous	26,257.77	123,405.89	(97,148.12)	588,627.94	1,481,450.00	39.73%	892,822.06
Fines & Forfeitures	26,417.19	23,782.17	2,635.02	204,434.86	285,500.00	71.61%	81,065.14
License & Permits	506,735.06	183,597.65	323,137.41	2,185,548.14	2,204,000.00	99.16%	18,451.86
Business & Franchise	19,482.56	25,825.00	(6,342.44)	424,130.25	310,000.00	136.82%	(114,130.25)
Grant Income	249.81	0.00	249.81	249.81	0.00	0.00%	(249.81)
Investment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>667,059.49</u>	<u>662,188.43</u>	<u>4,871.06</u>	<u>7,611,131.55</u>	<u>7,949,350.00</u>	<u>95.75%</u>	<u>338,218.45</u>
Expense Summary							
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	11,907.90	34,170.86	(22,262.96)	803,102.09	410,200.00	195.78%	(392,902.09)
Personnel Services	216,430.08	262,085.50	(45,655.42)	1,533,361.97	3,146,250.00	48.74%	1,612,888.03
Professional/Contract Services	221,793.32	149,822.35	71,970.97	1,666,521.93	1,798,400.00	92.67%	131,878.07
Materials & Supplies	19,929.16	36,987.06	(17,057.90)	223,491.96	443,900.00	50.35%	220,408.04
Capital Outlay	0.00	37,490.00	(37,490.00)	1,302,841.17	450,000.00	289.52%	(852,841.17)
Expense Totals	<u>470,060.46</u>	<u>520,555.77</u>	<u>(50,495.31)</u>	<u>5,529,319.12</u>	<u>6,248,750.00</u>	<u>88.49%</u>	<u>719,430.88</u>

City of Iowa Colony
Financial Statement
As of April 30, 2024

5/5/2025

Item 14.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	1,032.17	333.20	698.97	4,216.61	4,000.00	105.42%	(216.61)
10-4110 City Sales Tax	40,787.55	44,982.00	(4,194.45)	375,248.30	540,000.00	69.49%	164,751.70
Sales Tax Totals	41,819.72	45,315.20	(3,495.48)	379,464.91	544,000.00	69.75%	164,535.09
Property Tax							
10-4120 Property Tax	49,737.20	194,089.00	(144,351.80)	2,295,434.44	2,330,000.00	98.52%	34,565.56
10-4121 Delinquent Property Tax	(3,639.82)	1,249.50	(4,889.32)	(7,942.30)	15,000.00	(52.95%)	22,942.30
10-4130 Property Tax - TIF - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4132 City Property Tax TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4135 Property Tax MUD 31 - 70%	0.00	64,924.02	(64,924.02)	739,886.31	779,400.00	94.93%	39,513.69
10-4136 Delinquent Tax MUD 31 - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4137 Property Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4138 Delinquent Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4139 Admin Fee Revenue	0.00	0.00	0.00	801,297.19	0.00	0.00%	(801,297.19)
Property Tax Totals	46,097.38	260,262.52	(214,165.14)	3,828,675.64	3,124,400.00	122.54%	(704,275.64)
Miscellaneous							
10-4124 Accident Reports	45.00	12.50	32.50	250.00	150.00	166.67%	(100.00)
10-4126 MUD 53- Pub Safety Contr	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4127 MUD 32 Pub Saf	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4134 Intermodel Ship Container	5,470.56	250.00	5,220.56	5,470.56	3,000.00	182.35%	(2,470.56)
10-4140 Intergovernmental receipts from	1,000.00	0.00	1,000.00	3,000.00	0.00	0.00%	(3,000.00)
10-4141 Public Safety Debt Contribution	0.00	0.00	0.00	300,000.00	0.00	0.00%	(300,000.00)
10-4142 Land Acquisition Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

City of Iowa Colony
Financial Statement
As of April 30, 2024

5/5/2025

Item 14.

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
10-4444 Prior Software Adjustment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4805 Park Reserves	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4910 Interest Income	11,408.74	10,412.50	996.24	93,242.48	125,000.00	74.59%	31,757.52
10-4911 Other Revenue	1,333.47	110,230.89	(108,897.42)	133,490.54	1,323,300.00	10.09%	1,189,809.46
10-4912 Donations/Sponsorships	7,000.00	2,500.00	4,500.00	53,174.36	30,000.00	177.25%	(23,174.36)
10-4913 Sale of land and capital assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	26,257.77	123,405.89	(97,148.12)	588,627.94	1,481,450.00	39.73%	892,822.06
Fines & Forfeitures							
10-4125 Arrest Fee	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4701 Citations/Warrants	6,401.98	18,742.50	(12,340.52)	50,776.10	225,000.00	22.57%	174,223.90
10-4702 Delinquent Court Collection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4703 Municipal Jury Funds	14.40	0.00	14.40	121.52	0.00	0.00%	(121.52)
10-4704 Local Truancy Prevention	191.89	0.00	191.89	4,879.69	0.00	0.00%	(4,879.69)
10-4705 Time Payment Reimbursement	45.00	41.67	3.33	375.00	500.00	75.00%	125.00
10-4706 Omnibase Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4709 Court Costs	19,763.92	4,998.00	14,765.92	148,282.55	60,000.00	247.14%	(88,282.55)
Fines & Forfeitures Totals	26,417.19	23,782.17	2,635.02	204,434.86	285,500.00	71.61%	81,065.14
License & Permits							
10-4201 Building Construction Permits	181,083.25	99,960.00	81,123.25	833,315.15	1,200,000.00	69.44%	366,684.85
10-4202 Trade Fees	6,626.51	8,333.33	(1,706.82)	41,067.31	100,000.00	41.07%	58,932.69
10-4203 Reinspection Fees	7,500.00	2,082.50	5,417.50	44,850.00	25,000.00	179.40%	(19,850.00)
10-4204 Signs	100.00	83.30	16.70	100.00	1,000.00	10.00%	900.00
10-4205 Property Improvement Permits	439.00	166.60	272.40	2,887.15	2,000.00	144.36%	(887.15)
10-4206 Dirt Work Permits	250.00	83.33	166.67	250.00	1,000.00	25.00%	750.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4207 Driveway Permits	0.00	125.00	(125.00)	500.00	1,500.00	33.33%	1,000.00
10-4208 Encroachment Permit	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4210 Culvert Permit	200.00	41.67	158.33	200.00	500.00	40.00%	300.00
10-4211 Commercial Vehicle Permit	0.00	250.00	(250.00)	1,100.00	3,000.00	36.67%	1,900.00
10-4212 Park Use Permit	50.00	83.33	(33.33)	450.00	1,000.00	45.00%	550.00
10-4213 Mobile Food Unit Permit	1,050.00	83.33	966.67	2,825.00	1,000.00	282.50%	(1,825.00)
10-4214 Solicitation Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4301 Preliminary Plat Fees	4,540.00	6,247.50	(1,707.50)	61,890.00	75,000.00	82.52%	13,110.00
10-4302 Final Plat Fees	13,080.00	2,915.50	10,164.50	44,440.00	35,000.00	126.97%	(9,440.00)
10-4303 Abbreviated Plat Fees	3,120.00	2,083.33	1,036.67	8,280.00	25,000.00	33.12%	16,720.00
10-4305 Admin Fee - Early Plat Recording	0.00	6,664.00	(6,664.00)	70,606.22	80,000.00	88.26%	9,393.78
10-4401 Infrastructure Plan Review Fee	33,975.64	16,660.00	17,315.64	198,668.70	200,000.00	99.33%	1,331.30
10-4403 Civil Site Plan Review Fee	230,910.66	37,485.00	193,425.66	768,533.61	450,000.00	170.79%	(318,533.61)
10-4501 Rezoning Fees	0.00	166.60	(166.60)	4,000.00	2,000.00	200.00%	(2,000.00)
10-4502 ROW Plan Review Fee	250.00	0.00	250.00	1,000.00	0.00	0.00%	(1,000.00)
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
10-4504 Water Meter Fees	23,560.00	0.00	23,560.00	100,585.00	0.00	0.00%	(100,585.00)
10-4809 Penalties and Other Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
License & Permits Totals	506,735.06	183,597.65	323,137.41	2,185,548.14	2,204,000.00	99.16%	18,451.86
Business & Franchise							
10-4601 Franchise Tax - Electric	19,482.56	20,825.00	(1,342.44)	312,471.39	250,000.00	124.99%	(62,471.39)
10-4602 Franchise Tax - Gas	0.00	2,916.67	(2,916.67)	100,000.00	35,000.00	285.71%	(65,000.00)
10-4603 Telecommunication Fee - Sales	0.00	2,083.33	(2,083.33)	11,658.86	25,000.00	46.64%	13,341.14
10-4604 Franchise Fees - Water/Wastewtr	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Business & Franchise							
Business & Franchise Totals	19,482.56	25,825.00	(6,342.44)	424,130.25	310,000.00	136.82%	(114,130.25)
Grant Income							
10-4803 State & Federal Grants	249.81	0.00	249.81	249.81	0.00	0.00%	(249.81)
Grant Income Totals	249.81	0.00	249.81	249.81	0.00	0.00%	(249.81)
Investment							
10-4915 Investment Fair Value	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized							
10-7906 Other Financing Source - Leases	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	667,059.49	662,188.43	4,871.06	7,611,131.55	7,949,350.00	95.75%	338,218.45

10 - General Fund Transfer Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfer Department Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	3,918.32	7,164.57	(3,246.25)	49,182.20	86,000.00	57.19%	36,817.80
Personnel Services	54,720.08	62,647.82	(7,927.74)	342,120.92	752,050.00	45.49%	409,929.08
Professional/Contract Services	29,651.92	23,082.84	6,569.08	225,568.29	277,100.00	81.40%	51,531.71
Services	3,785.52	6,173.06	(2,387.54)	19,412.28	74,100.00	26.20%	54,687.72
Administration Totals	92,075.84	99,068.29	(6,992.45)	636,283.69	1,189,250.00	53.50%	552,966.31

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	559.32	2,149.27	(1,589.95)	12,593.59	25,800.00	48.81%	13,206.41
Personnel Services	16,502.93	17,852.94	(1,350.01)	102,343.38	214,320.00	47.75%	111,976.62
Professional/Contract Services	1,467.41	541.47	925.94	4,529.68	6,500.00	69.69%	1,970.32
Finance Totals	18,529.66	20,543.68	(2,014.02)	119,466.65	246,620.00	48.44%	127,153.35

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,331.66	9,049.22	(2,717.56)	73,366.46	108,600.00	67.56%	35,233.54
Personnel Services	108,921.30	123,642.14	(14,720.84)	779,662.63	1,484,290.00	52.53%	704,627.37

Professional/Contract Services	460.00	83.33	376.67	848.14	1,000.00	84.81%	151.86
Services	6,514.34	8,996.60	(2,482.26)	39,276.32	108,000.00	36.37%	68,723.68
Police Totals	<u>122,227.30</u>	<u>141,771.29</u>	<u>(19,543.99)</u>	<u>893,153.55</u>	<u>1,701,890.00</u>	<u>52.48%</u>	<u>808,736.45</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	491.53	(491.53)	2,468.37	5,900.00	41.84%	3,431.63
Personnel Services	462.25	6,365.76	(5,903.51)	35,065.65	76,420.00	45.89%	41,354.35
Professional/Contract Services	86.00	483.20	(397.20)	2,324.11	5,800.00	40.07%	3,475.89
Services	257.10	833.06	(575.96)	1,178.66	10,000.00	11.79%	8,821.34
Animal Control Totals	<u>805.35</u>	<u>8,173.55</u>	<u>(7,368.20)</u>	<u>41,036.79</u>	<u>98,120.00</u>	<u>41.82%</u>	<u>57,083.21</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Professional/Contract Services	65.98	666.67	(600.69)	142.98	8,000.00	1.79%	7,857.02
Emergency Management Totals	<u>65.98</u>	<u>916.67</u>	<u>(850.69)</u>	<u>142.98</u>	<u>11,000.00</u>	<u>1.30%</u>	<u>10,857.02</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	212.15	982.99	(770.84)	6,665.59	11,800.00	56.49%	5,134.41
Personnel Services	11,151.06	13,143.13	(1,992.07)	83,211.25	157,780.00	52.74%	74,568.75
Professional/Contract Services	5,850.00	8,123.80	(2,273.80)	48,210.85	97,500.00	49.45%	49,289.15
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	<u>17,213.21</u>	<u>22,249.92</u>	<u>(5,036.71)</u>	<u>138,087.69</u>	<u>267,080.00</u>	<u>51.70%</u>	<u>128,992.31</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,772.01	6,791.49	(3,019.48)	16,795.27	81,500.00	20.61%	64,704.73
Personnel Services	8,255.97	21,045.71	(12,789.74)	70,495.24	252,650.00	27.90%	182,154.76
Professional/Contract Services	9,900.00	29,738.34	(19,838.34)	32,410.16	357,000.00	9.08%	324,589.84
Services	1,097.84	2,382.73	(1,284.89)	2,299.86	28,600.00	8.04%	26,300.14
Public Works Totals	<u>23,025.82</u>	<u>59,958.27</u>	<u>(36,932.45)</u>	<u>122,000.53</u>	<u>719,750.00</u>	<u>16.95%</u>	<u>597,749.47</u>

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	4,400.00	7,541.58	(3,141.58)	40,621.32	90,500.00	44.89%	49,878.68
Professional/Contract Services	0.00	6,000.00	(6,000.00)	42,598.58	72,000.00	59.16%	29,401.42
Parks & Recreation Totals	<u>4,400.00</u>	<u>13,541.58</u>	<u>(9,141.58)</u>	<u>83,219.90</u>	<u>162,500.00</u>	<u>51.21%</u>	<u>79,280.10</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	49.13	1,391.63	(1,342.50)	14,371.60	16,700.00	86.06%	2,328.40
Personnel Services	5,444.72	6,008.40	(563.68)	40,027.02	72,130.00	55.49%	32,102.98
Professional/Contract Services	138,159.52	59,611.20	78,548.32	1,100,775.20	715,500.00	153.85%	(385,275.20)
Services	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	<u>143,653.37</u>	<u>81,963.58</u>	<u>61,689.79</u>	<u>1,895,060.13</u>	<u>983,830.00</u>	<u>192.62%</u>	<u>(911,230.13)</u>

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	686.57	1,174.78	(488.21)	7,427.56	14,100.00	52.68%	6,672.44
Personnel Services	10,971.77	11,379.60	(407.83)	80,435.88	136,610.00	58.88%	56,174.12

Professional/Contract Services	36,152.49	21,491.50	14,660.99	209,113.94	258,000.00	81.05%	48,886.06
Services	253.10	833.06	(579.96)	1,048.66	10,000.00	10.49%	8,951.34
Fire Marshal/Building Official Totals	<u>48,063.93</u>	<u>34,878.94</u>	<u>13,184.99</u>	<u>298,026.04</u>	<u>418,710.00</u>	<u>71.18%</u>	<u>120,683.96</u>

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	37,490.00	(37,490.00)	1,302,841.17	450,000.00	289.52%	(852,841.17)
Capital and Planning Projects Totals	<u>0.00</u>	<u>37,490.00</u>	<u>(37,490.00)</u>	<u>1,302,841.17</u>	<u>450,000.00</u>	<u>289.52%</u>	<u>(852,841.17)</u>
Expense Total	<u>470,060.46</u>	<u>520,555.77</u>	<u>(50,495.31)</u>	<u>5,529,319.12</u>	<u>6,248,750.00</u>	<u>88.49%</u>	<u>719,430.88</u>

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10 - General Fund Transfer Department	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-00-7000 Transfer to Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-00-7001 Transfer to Vehicle	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfer Department Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	40,228.00	44,680.45	(4,452.45)	256,386.40	536,380.00	47.80%	279,993.60
10-10-5102 Salaries - Part Time	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5106 Social Security/Medicare	3,085.14	3,418.63	(333.49)	17,354.62	41,040.00	42.29%	23,685.38
10-10-5107 TMRS	4,599.29	4,915.53	(316.24)	29,561.94	59,010.00	50.10%	29,448.06
10-10-5108 Health & Life Insurance	4,370.59	3,998.40	372.19	24,708.97	48,000.00	51.48%	23,291.03
10-10-5109 Worker's Comp	253.70	315.70	(62.00)	753.10	3,790.00	19.87%	3,036.90
10-10-5110 Texas Workforce Commission	599.52	19.15	580.37	997.09	230.00	433.52%	(767.09)
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	4,153.80	7,200.00	57.69%	3,046.20
10-10-5112 457(b) Reimbursement	1,030.00	875.00	155.00	7,725.00	10,500.00	73.57%	2,775.00
10-10-5114 Benefits Admin Fees	0.00	29.98	(29.98)	0.00	360.00	0.00%	360.00
10-10-5115 Longevity Pay	0.00	44.98	(44.98)	480.00	540.00	88.89%	60.00
10-10-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5121 Payroll Expense/Direct	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5201 Legal Services	22.50	2,915.50	(2,893.00)	1,770.00	35,000.00	5.06%	33,230.00
10-10-5202 Audit Services	3,300.00	4,165.00	(865.00)	61,000.00	50,000.00	122.00%	(11,000.00)
10-10-5206 Professional Services	16,648.20	4,998.00	11,650.20	91,147.77	60,000.00	151.91%	(31,147.77)
10-10-5207 Building Inspector	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5210 Election Expenses	1,047.59	666.67	380.92	3,047.59	8,000.00	38.09%	4,952.41
10-10-5211 Bank Fees	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5212 Credit Card Processing Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
10-10-5213 Legal Notices Expense	437.50	583.10	(145.60)	2,045.02	7,000.00	29.21%	4,954.98
10-10-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5215 BCAD Fee	0.00	2,332.40	(2,332.40)	20,692.44	28,000.00	73.90%	7,307.56

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5216 Pest Control Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5217 Professional Cleaning Services	2,000.00	2,082.50	(82.50)	12,800.00	25,000.00	51.20%	12,200.00
10-10-5218 Lawn Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5221 Website Administration	0.00	499.80	(499.80)	1,325.00	6,000.00	22.08%	4,675.00
10-10-5223 Training & Travel	1,195.70	3,665.20	(2,469.50)	12,460.94	44,000.00	28.32%	31,539.06
10-10-5224 Dues & Subscriptions	60.00	291.67	(231.67)	5,392.28	3,500.00	154.07%	(1,892.28)
10-10-5225 Seminars & Meetings	4,940.43	583.10	4,357.33	13,887.25	7,000.00	198.39%	(6,887.25)
10-10-5227 Legislative Affairs	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-10-5228 Tax Appraisal & Collection	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-10-5301 Office Supplies	297.99	1,166.67	(868.68)	10,097.48	14,000.00	72.12%	3,902.52
10-10-5302 Janitorial Supplies	618.03	333.33	284.70	1,395.07	4,000.00	34.88%	2,604.93
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	0.00	166.67	(166.67)	2,537.91	2,000.00	126.90%	(537.91)
10-10-5310 Postage	150.38	83.33	67.05	988.18	1,000.00	98.82%	11.82
10-10-5311 Building Repairs &	989.00	1,249.50	(260.50)	11,180.26	15,000.00	74.54%	3,819.74
10-10-5312 Recognition,	38.96	249.90	(210.94)	2,296.22	3,000.00	76.54%	703.78
10-10-5314 Computer & Technology	0.00	999.60	(999.60)	2,352.74	12,000.00	19.61%	9,647.26
10-10-5315 Computer Software/License	1,239.26	2,082.50	(843.24)	14,582.89	25,000.00	58.33%	10,417.11
10-10-5317 Equipment & Other Rentals	584.70	499.80	84.90	3,751.45	6,000.00	62.52%	2,248.55
10-10-5329 Mayor's Special Expense	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
10-10-5330 Miscellaneous	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5331 Signs & Postings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5401 Utilities - Electricity	750.95	1,666.00	(915.05)	5,311.15	20,000.00	26.56%	14,688.85
10-10-5402 Utilities - Traffic Signals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5403 Utilities - Telephone	1,073.34	1,333.33	(259.99)	7,592.16	16,000.00	47.45%	8,407.84
10-10-5404 Mobile Technology Expense	115.92	83.30	32.62	618.04	1,000.00	61.80%	381.96

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Item 14.

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5405 Insurance - Liability & Prop	1,784.56	999.60	784.96	5,708.68	12,000.00	47.57%	6,291.32
10-10-5406 Insurance - Windstorm	0.00	2,082.50	(2,082.50)	0.00	25,000.00	0.00%	25,000.00
10-10-5407 Insurance - Vehicles	60.75	8.33	52.42	182.25	100.00	182.25%	(82.25)
10-10-5409 Utilities - Water/Sewer	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5412 Utilities - Gas	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5505 Lease Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5518 Lease Interest	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	92,075.84	99,068.29	(6,992.45)	636,283.69	1,189,250.00	53.50%	552,966.31

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Item 14.

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	11,718.40	13,076.43	(1,358.03)	73,430.40	156,980.00	46.78%	83,549.60
10-15-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5106 Social Security/Medicare	869.84	1,000.43	(130.59)	5,451.07	12,010.00	45.39%	6,558.93
10-15-5107 TMRS	1,314.42	1,438.59	(124.17)	8,257.11	17,270.00	47.81%	9,012.89
10-15-5108 Health & Life Insurance	2,316.56	1,999.20	317.36	13,178.12	24,000.00	54.91%	10,821.88
10-15-5109 Worker's Comp	52.93	53.31	(0.38)	158.79	640.00	24.81%	481.21
10-15-5110 Texas Workforce Commission	0.00	7.50	(7.50)	234.00	90.00	260.00%	(144.00)
10-15-5114 Benefits Admin Fees	0.00	12.49	(12.49)	0.00	150.00	0.00%	150.00
10-15-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-15-5117 Certificate/Education Pay	230.78	250.00	(19.22)	1,453.89	3,000.00	48.46%	1,546.11
10-15-5223 Training & Travel	1,467.41	499.80	967.61	4,394.68	6,000.00	73.24%	1,605.32
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	135.00	500.00	27.00%	365.00
10-15-5301 Office Supplies	146.00	166.67	(20.67)	1,245.32	2,000.00	62.27%	754.68
10-15-5309 Uniforms	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
10-15-5310 Postage	51.55	83.33	(31.78)	296.96	1,000.00	29.70%	703.04
10-15-5314 Computer & Technology	0.00	333.20	(333.20)	0.00	4,000.00	0.00%	4,000.00
10-15-5315 Computer Software/License	325.00	1,499.40	(1,174.40)	10,890.63	18,000.00	60.50%	7,109.37
10-15-5317 Equipment & Other Rentals	36.77	41.67	(4.90)	160.68	500.00	32.14%	339.32
Finance Totals	18,529.66	20,543.68	(2,014.02)	119,466.65	246,620.00	48.44%	127,153.35

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Item 14.

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	71,180.29	84,751.08	(13,570.79)	528,851.81	1,017,420.00	51.98%	488,568.19
10-20-5102 Salaries - Part Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5104 Salaries - Overtime	2,738.04	2,635.61	102.43	21,163.75	31,640.00	66.89%	10,476.25
10-20-5106 Social Security/Medicare	5,621.96	6,484.07	(862.11)	42,101.19	77,840.00	54.09%	35,738.81
10-20-5107 TMRS	8,391.23	9,322.93	(931.70)	62,842.27	111,920.00	56.15%	49,077.73
10-20-5108 Health & Life Insurance	11,548.22	13,994.40	(2,446.18)	84,628.41	168,000.00	50.37%	83,371.59
10-20-5109 Worker's Comp	7,076.15	4,232.47	2,843.68	21,264.45	50,810.00	41.85%	29,545.55
10-20-5110 Texas Workforce Commission	0.00	52.47	(52.47)	1,525.92	630.00	242.21%	(895.92)
10-20-5114 Benefits Admin Fees	0.00	84.17	(84.17)	0.00	1,010.00	0.00%	1,010.00
10-20-5115 Longevity Pay	0.00	134.94	(134.94)	1,200.00	1,620.00	74.07%	420.00
10-20-5117 Certificate Pay	2,365.41	1,950.00	415.41	16,084.83	23,400.00	68.74%	7,315.17
10-20-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5222 Investigations	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5224 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5230 Radio Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5231 Recruiting & Hiring Expense	460.00	83.33	376.67	848.14	1,000.00	84.81%	151.86
10-20-5301 Office Supplies	515.46	250.00	265.46	1,007.23	3,000.00	33.57%	1,992.77
10-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5309 Uniforms	67.99	699.72	(631.73)	2,293.20	8,400.00	27.30%	6,106.80
10-20-5310 Postage	25.09	16.66	8.43	72.79	200.00	36.40%	127.21
10-20-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5313 Fuel Expense	3,528.56	3,333.33	195.23	21,594.16	40,000.00	53.99%	18,405.84
10-20-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5317 Equipment & Other Rentals	381.23	541.67	(160.44)	1,750.04	6,500.00	26.92%	4,749.96

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5319 Vehicle Repairs & Maintenance	1,695.73	1,249.50	446.23	11,001.89	15,000.00	73.35%	3,998.11
10-20-5320 Traffic Equipment & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5325 Lab Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5326 Radio Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5328 Small Tools & Minor	0.00	2,916.67	(2,916.67)	35,154.61	35,000.00	100.44%	(154.61)
10-20-5330 Miscellaneous	117.60	41.67	75.93	492.54	500.00	98.51%	7.46
10-20-5404 Mobile Technology Expense	778.84	500.00	278.84	4,132.82	6,000.00	68.88%	1,867.18
10-20-5405 Insurance - Liability & Prop	2,521.75	999.60	1,522.15	7,565.25	12,000.00	63.04%	4,434.75
10-20-5407 Insurance - Vehicles	3,213.75	833.00	2,380.75	9,239.25	10,000.00	92.39%	760.75
10-20-5410 Vehicle Replacement Fund	0.00	6,664.00	(6,664.00)	18,339.00	80,000.00	22.92%	61,661.00
Police Totals	122,227.30	141,771.29	(19,543.99)	893,153.55	1,701,890.00	52.48%	808,736.45

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10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	0.00	4,151.67	(4,151.67)	22,782.95	49,840.00	45.71%	27,057.05
10-21-5104 Salaries - Overtime	0.00	153.27	(153.27)	1,092.29	1,840.00	59.36%	747.71
10-21-5106 Social Security/Medicare	0.00	318.20	(318.20)	1,791.33	3,820.00	46.89%	2,028.67
10-21-5107 TMRS	0.00	457.31	(457.31)	2,646.08	5,490.00	48.20%	2,843.92
10-21-5108 Health & Life Insurance	0.00	999.60	(999.60)	4,979.25	12,000.00	41.49%	7,020.75
10-21-5109 Worker's Comp	462.25	259.89	202.36	1,476.75	3,120.00	47.33%	1,643.25
10-21-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-21-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-21-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-21-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5223 Training & Travel	86.00	333.20	(247.20)	1,241.66	4,000.00	31.04%	2,758.34
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	62.20	300.00	20.73%	237.80
10-21-5229 Contractual Services	0.00	125.00	(125.00)	1,020.25	1,500.00	68.02%	479.75
10-21-5301 Office Supplies	0.00	16.66	(16.66)	193.73	200.00	96.87%	6.27
10-21-5309 Uniforms	0.00	41.67	(41.67)	362.92	500.00	72.58%	137.08
10-21-5310 Postage	0.00	16.67	(16.67)	19.90	200.00	9.95%	180.10
10-21-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5313 Fuel Expense	0.00	249.90	(249.90)	1,342.37	3,000.00	44.75%	1,657.63
10-21-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	467.23	1,000.00	46.72%	532.77
10-21-5328 Small Tools & Minor	0.00	83.30	(83.30)	82.22	1,000.00	8.22%	917.78
10-21-5404 Mobile Technology Expense	101.85	83.33	18.52	712.91	1,000.00	71.29%	287.09
10-21-5407 Insurance - Vehicles	155.25	83.33	71.92	465.75	1,000.00	46.58%	534.25
10-21-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Animal Control Totals	805.35	8,173.55	(7,368.20)	41,036.79	98,120.00	41.82%	57,083.21

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10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	77.00	2,000.00	3.85%	1,923.00
10-22-5223 Training & Travel	65.98	83.33	(17.35)	65.98	1,000.00	6.60%	934.02
10-22-5229 Contractual Services	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
10-22-5301 Office Supplies	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-22-5315 Computer Software/License	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Emergency Management Totals	65.98	916.67	(850.69)	142.98	11,000.00	1.30%	10,857.02

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	8,193.60	9,050.54	(856.94)	61,555.29	108,650.00	56.65%	47,094.71
10-25-5104 Salaries - Overtime	84.51	122.45	(37.94)	359.18	1,470.00	24.43%	1,110.82
10-25-5106 Social Security/Medicare	635.01	693.05	(58.04)	4,781.94	8,320.00	57.48%	3,538.06
10-25-5107 TMRS	929.88	996.26	(66.38)	6,988.25	11,960.00	58.43%	4,971.75
10-25-5108 Health & Life Insurance	1,069.80	1,999.20	(929.40)	7,488.60	24,000.00	31.20%	16,511.40
10-25-5109 Worker's Comp	62.88	36.65	26.23	188.64	440.00	42.87%	251.36
10-25-5110 Texas Workforce Commission	0.00	7.49	(7.49)	234.00	90.00	260.00%	(144.00)
10-25-5114 Benefits Admin Fees	0.00	12.50	(12.50)	0.00	150.00	0.00%	150.00
10-25-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-25-5117 Certificate Pay	175.38	200.00	(24.62)	1,315.35	2,400.00	54.81%	1,084.65
10-25-5203 Attorney/Prosecutor Fees	3,750.00	5,000.00	(1,250.00)	32,950.00	60,000.00	54.92%	27,050.00
10-25-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5209 Judge Fees	2,100.00	2,915.50	(815.50)	14,205.00	35,000.00	40.59%	20,795.00
10-25-5220 Interpreter Services	0.00	83.30	(83.30)	154.90	1,000.00	15.49%	845.10
10-25-5223 Training & Travel	0.00	125.00	(125.00)	900.95	1,500.00	60.06%	599.05
10-25-5301 Office Supplies	60.81	249.90	(189.09)	2,045.18	3,000.00	68.17%	954.82
10-25-5308 Jury Trial Expense	44.80	124.95	(80.15)	1,140.65	1,500.00	76.04%	359.35
10-25-5309 Uniforms	0.00	66.67	(66.67)	48.61	800.00	6.08%	751.39
10-25-5310 Postage	76.53	83.30	(6.77)	607.42	1,000.00	60.74%	392.58
10-25-5314 Computer & Technology	0.00	0.00	0.00	2,625.00	0.00	0.00%	(2,625.00)
10-25-5315 Computer Software/License	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
10-25-5317 Equipment & Other Rentals	30.01	41.67	(11.66)	198.73	500.00	39.75%	301.27
10-25-5408 Fines	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	17,213.21	22,249.92	(5,036.71)	138,087.69	267,080.00	51.70%	128,992.31

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	5,121.60	13,233.87	(8,112.27)	45,365.64	158,870.00	28.56%	113,504.36
10-30-5104 Salaries - Overtime	456.15	801.34	(345.19)	4,523.73	9,620.00	47.02%	5,096.27
10-30-5106 Social Security/Medicare	420.38	1,012.92	(592.54)	3,769.72	12,160.00	31.00%	8,390.28
10-30-5107 TMRS	613.55	1,456.08	(842.53)	5,507.63	17,480.00	31.51%	11,972.37
10-30-5108 Health & Life Insurance	891.79	3,498.60	(2,606.81)	8,485.59	42,000.00	20.20%	33,514.41
10-30-5109 Worker's Comp	752.50	988.77	(236.27)	2,455.50	11,870.00	20.69%	9,414.50
10-30-5110 Texas Workforce Commission	0.00	14.99	(14.99)	207.43	180.00	115.24%	(27.43)
10-30-5114 Benefits Admin Fees	0.00	24.15	(24.15)	0.00	290.00	0.00%	290.00
10-30-5115 Longevity Pay	0.00	14.99	(14.99)	180.00	180.00	100.00%	0.00
10-30-5217 Professional Cleaning Services	600.00	416.67	183.33	1,950.00	5,000.00	39.00%	3,050.00
10-30-5219 Roads, Bridges & Drainage	0.00	24,990.00	(24,990.00)	2,446.41	300,000.00	0.82%	297,553.59
10-30-5223 Training & Travel	0.00	166.67	(166.67)	113.75	2,000.00	5.69%	1,886.25
10-30-5229 Contractual Services	9,300.00	4,165.00	5,135.00	27,900.00	50,000.00	55.80%	22,100.00
10-30-5301 Office Supplies	916.73	249.90	666.83	2,165.41	3,000.00	72.18%	834.59
10-30-5309 Uniforms	0.00	166.60	(166.60)	895.68	2,000.00	44.78%	1,104.32
10-30-5311 Building Repairs &	36.97	666.67	(629.70)	552.19	8,000.00	6.90%	7,447.81
10-30-5313 Fuel Expense	319.33	333.33	(14.00)	2,205.86	4,000.00	55.15%	1,794.14
10-30-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5317 Equipment & Other Rentals	15.00	1,000.00	(985.00)	367.19	12,000.00	3.06%	11,632.81
10-30-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5319 Vehicle Repairs & Maintenance	58.00	208.33	(150.33)	162.02	2,500.00	6.48%	2,337.98
10-30-5321 Public Works Maintenance	887.95	2,083.33	(1,195.38)	4,905.04	25,000.00	19.62%	20,094.96
10-30-5322 Special Road Work	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-30-5328 Small Tools & Minor	0.00	416.67	(416.67)	1,950.58	5,000.00	39.01%	3,049.42
10-30-5331 Signs & Postings	1,538.03	833.33	704.70	3,591.30	10,000.00	35.91%	6,408.70
10-30-5401 Utilities - Electricity	891.24	833.33	57.91	1,512.70	10,000.00	15.13%	8,487.30

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5404 Mobile Technology Expense	41.85	50.00	(8.15)	292.91	600.00	48.82%	307.09
10-30-5407 Insurance - Vehicles	164.75	166.60	(1.85)	494.25	2,000.00	24.71%	1,505.75
10-30-5410 Vehicle Replacement Fund	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
10-30-5413 Residential Garbage Subsidy	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Public Works Totals	<u>23,025.82</u>	<u>59,958.27</u>	<u>(36,932.45)</u>	<u>122,000.53</u>	<u>719,750.00</u>	<u>16.95%</u>	<u>597,749.47</u>

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Item 14.

10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5217 Professional Cleaning Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5229 Contractual Services	0.00	6,000.00	(6,000.00)	42,598.58	72,000.00	59.16%	29,401.42
10-32-5301 Office Supplies	0.00	208.25	(208.25)	713.27	2,500.00	28.53%	1,786.73
10-32-5309 Uniforms	0.00	83.33	(83.33)	244.42	1,000.00	24.44%	755.58
10-32-5317 Equipment & Other Rentals	0.00	500.00	(500.00)	192.76	6,000.00	3.21%	5,807.24
10-32-5323 Park Improvements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5324 Park Maintenance	4,400.00	6,666.67	(2,266.67)	39,470.87	80,000.00	49.34%	40,529.13
10-32-5330 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5331 Signs & Postings	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Parks & Recreation Totals	4,400.00	13,541.58	(9,141.58)	83,219.90	162,500.00	51.21%	79,280.10

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Item 14.

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,758.40	4,050.87	(292.47)	27,914.40	48,630.00	57.40%	20,715.60
10-35-5104 Salaries - Overtime	70.47	149.10	(78.63)	199.40	1,790.00	11.14%	1,590.60
10-35-5106 Social Security/Medicare	286.59	310.70	(24.11)	2,129.43	3,730.00	57.09%	1,600.57
10-35-5107 TMRS	421.17	445.65	(24.48)	3,125.52	5,350.00	58.42%	2,224.48
10-35-5108 Health & Life Insurance	879.25	999.60	(120.35)	6,154.75	12,000.00	51.29%	5,845.25
10-35-5109 Worker's Comp	28.84	16.66	12.18	86.52	200.00	43.26%	113.48
10-35-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-35-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-35-5115 Longevity Pay	0.00	24.99	(24.99)	300.00	300.00	100.00%	0.00
10-35-5206 Professional Services	9,231.07	4,166.67	5,064.40	91,190.89	50,000.00	182.38%	(41,190.89)
10-35-5208 Engineering Services	(70,380.12)	6,250.00	(76,630.12)	41,651.95	75,000.00	55.54%	33,348.05
10-35-5223 Training & Travel	69.00	125.00	(56.00)	138.00	1,500.00	9.20%	1,362.00
10-35-5232 Early Plat - Admin Fee	16,982.57	5,331.20	11,651.37	104,691.69	64,000.00	163.58%	(40,691.69)
10-35-5233 Eng Svc: Permits/Inspections	139,804.49	29,155.00	110,649.49	611,312.54	350,000.00	174.66%	(261,312.54)
10-35-5234 Eng Svc: Plan Review	26,420.51	8,333.33	18,087.18	160,662.13	100,000.00	160.66%	(60,662.13)
10-35-5235 Eng Svc: Platting	16,032.00	6,250.00	9,782.00	91,128.00	75,000.00	121.50%	(16,128.00)
10-35-5301 Office Supplies	0.00	83.30	(83.30)	181.76	1,000.00	18.18%	818.24
10-35-5309 Uniforms	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
10-35-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5315 Computer Software/License	0.00	1,250.00	(1,250.00)	14,000.00	15,000.00	93.33%	1,000.00
10-35-5317 Equipment & Other Rentals	49.13	41.67	7.46	189.84	500.00	37.97%	310.16
10-35-5411 TIF Fund/MUD 31 Payable	0.00	14,952.35	(14,952.35)	739,886.31	179,500.00	412.19%	(560,386.31)
Community Development Totals	143,653.37	81,963.58	61,689.79	1,895,060.13	983,830.00	192.62%	(911,230.13)

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	7,716.80	8,315.83	(599.03)	57,687.20	99,830.00	57.79%	42,142.80
10-36-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5106 Social Security/Medicare	588.65	636.41	(47.76)	4,160.62	7,640.00	54.46%	3,479.38
10-36-5107 TMRS	848.84	915.46	(66.62)	6,365.34	10,990.00	57.92%	4,624.66
10-36-5108 Health & Life Insurance	922.23	999.60	(77.37)	9,245.97	12,000.00	77.05%	2,754.03
10-36-5109 Worker's Comp	895.25	491.47	403.78	2,679.75	5,900.00	45.42%	3,220.25
10-36-5110 Texas Workforce Commission	0.00	4.16	(4.16)	117.00	50.00	234.00%	(67.00)
10-36-5114 Benefits Admin Fees	0.00	6.67	(6.67)	0.00	80.00	0.00%	80.00
10-36-5115 Longevity Pay	0.00	10.00	(10.00)	180.00	120.00	150.00%	(60.00)
10-36-5207 Building Inspector	35,572.50	20,825.00	14,747.50	204,390.00	250,000.00	81.76%	45,610.00
10-36-5223 Training & Travel	0.00	416.50	(416.50)	2,505.90	5,000.00	50.12%	2,494.10
10-36-5224 Dues & Subscriptions	579.99	250.00	329.99	2,218.04	3,000.00	73.93%	781.96
10-36-5301 Office Supplies	26.99	83.30	(56.31)	245.77	1,000.00	24.58%	754.23
10-36-5303 Public Education & Training	0.00	249.90	(249.90)	65.64	3,000.00	2.19%	2,934.36
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	145.49	1,000.00	14.55%	854.51
10-36-5309 Uniforms	0.00	125.00	(125.00)	956.90	1,500.00	63.79%	543.10
10-36-5310 Postage	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-36-5313 Fuel Expense	447.90	250.00	197.90	1,887.83	3,000.00	62.93%	1,112.17
10-36-5319 Vehicle Repairs & Maintenance	107.99	208.25	(100.26)	4,005.75	2,500.00	160.23%	(1,505.75)
10-36-5328 Small Tools & Minor	103.69	166.67	(62.98)	120.18	2,000.00	6.01%	1,879.82
10-36-5404 Mobile Technology Expense	71.85	83.33	(11.48)	504.91	1,000.00	50.49%	495.09
10-36-5407 Insurance - Vehicles	181.25	83.33	97.92	543.75	1,000.00	54.38%	456.25
10-36-5410 Vehicle Replacement Fund	0.00	666.40	(666.40)	0.00	8,000.00	0.00%	8,000.00
Fire Marshal/Building Official Totals	48,063.93	34,878.94	13,184.99	298,026.04	418,710.00	71.18%	120,683.96

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10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	20,825.00	(20,825.00)	1,302,841.17	250,000.00	521.14%	(1,052,841.17)
10-90-5620 Building Purchase,	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5620 Building Purchase,	0.00	4,165.00	(4,165.00)	0.00	50,000.00	0.00%	50,000.00
10-90-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5640 Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5650 Vehicles & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5660 Contingency/Reserves	0.00	12,500.00	(12,500.00)	0.00	150,000.00	0.00%	150,000.00
10-90-5690 Capital Outlay - Lease	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital and Planning Projects Totals	0.00	37,490.00	(37,490.00)	1,302,841.17	450,000.00	289.52%	(852,841.17)
Expense Totals	470,060.46	520,555.77	(50,495.31)	5,529,319.12	6,248,750.00	88.49%	719,430.88

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Item 14.

12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Investment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Revenue Totals	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Expense Summary							
Professional/Contract Services	1,153.28	0.00	1,153.28	988,039.79	0.00	0.00%	(988,039.79)
Materials & Supplies	409.08	0.00	409.08	847,523.35	0.00	0.00%	(847,523.35)
Services	8,354.52	0.00	8,354.52	48,183.78	0.00	0.00%	(48,183.78)
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Expense Totals	13,389.21	0.00	13,389.21	2,296,042.59	0.00	0.00%	(2,296,042.59)

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12 - Project Fund Series 2022	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Investment							
12-4915 Investment Fair Value	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Investment Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized							
12-4935 Proceeds from issuance of bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-4936 Proceeds from bond issuance -	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous							
12-4938 Interest Income - Investments	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Miscellaneous Totals	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)
Revenue Totals	28,307.33	0.00	28,307.33	212,642.48	0.00	0.00%	(212,642.48)

12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	409.08	0.00	409.08	847,523.35	0.00	0.00%	(847,523.35)
Professional/Contract Services	1,153.28	0.00	1,153.28	988,039.79	0.00	0.00%	(988,039.79)
Services	8,354.52	0.00	8,354.52	48,183.78	0.00	0.00%	(48,183.78)
Administration Totals	13,389.21	0.00	13,389.21	2,296,042.59	0.00	0.00%	(2,296,042.59)
Expense Total	13,389.21	0.00	13,389.21	2,296,042.59	0.00	0.00%	(2,296,042.59)

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12 - Project Fund Series 2022 Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
12-10-5206 Professional Services	120.82	0.00	120.82	34,716.61	0.00	0.00%	(34,716.61)
12-10-5208 Engineering Services	1,032.46	0.00	1,032.46	7,740.44	0.00	0.00%	(7,740.44)
12-10-5229 Contractual Services	0.00	0.00	0.00	945,582.74	0.00	0.00%	(945,582.74)
12-10-5301 Office Supplies	0.00	0.00	0.00	5,364.83	0.00	0.00%	(5,364.83)
12-10-5314 Computer & Technology	409.08	0.00	409.08	842,158.52	0.00	0.00%	(842,158.52)
12-10-5401 Utilities - Electricity	6,282.74	0.00	6,282.74	11,387.80	0.00	0.00%	(11,387.80)
12-10-5403 Utilities - Telephone	1,791.03	0.00	1,791.03	7,285.60	0.00	0.00%	(7,285.60)
12-10-5405 Insurance - Liability & Prop	0.00	0.00	0.00	27,696.00	0.00	0.00%	(27,696.00)
12-10-5409 Utilities - Water/Sewer	205.54	0.00	205.54	1,663.46	0.00	0.00%	(1,663.46)
12-10-5412 Utilities - Gas	75.21	0.00	75.21	150.92	0.00	0.00%	(150.92)
12-10-5510 Bond Issuance Cost	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
12-10-5630 Furniture & Equipment	3,472.33	0.00	3,472.33	412,295.67	0.00	0.00%	(412,295.67)
Administration Totals	13,389.21	0.00	13,389.21	2,296,042.59	0.00	0.00%	(2,296,042.59)
Expense Totals	13,389.21	0.00	13,389.21	2,296,042.59	0.00	0.00%	(2,296,042.59)

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Miscellaneous	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Revenue Totals	<u>22,084.37</u>	<u>18,000.00</u>	<u>4,084.37</u>	<u>174,467.97</u>	<u>216,000.00</u>	<u>80.77%</u>	<u>41,532.03</u>
Expense Summary							
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	720.74	2,873.85	(2,153.11)	24,786.77	34,500.00	71.85%	9,713.23
Materials & Supplies	1,384.63	7,353.89	(5,969.26)	13,524.07	88,276.00	15.32%	74,751.93
Capital Outlay	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Expense Totals	<u>2,105.37</u>	<u>27,182.47</u>	<u>(25,077.10)</u>	<u>107,855.18</u>	<u>326,236.00</u>	<u>33.06%</u>	<u>218,380.82</u>

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Item 14.

20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Sales Tax Totals	20,170.62	18,000.00	2,170.62	162,150.37	216,000.00	75.07%	53,849.63
Miscellaneous							
20-4910 Interest Income	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Miscellaneous Totals	1,913.75	0.00	1,913.75	12,317.60	0.00	0.00%	(12,317.60)
Revenue Totals	22,084.37	18,000.00	4,084.37	174,467.97	216,000.00	80.77%	41,532.03

20 - Crime Control and Prevention Distr Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Materials & Supplies	1,384.63	7,353.89	(5,969.26)	13,524.07	88,276.00	15.32%	74,751.93
Personnel Services	0.00	10,704.73	(10,704.73)	3,993.13	128,460.00	3.11%	124,466.87
Professional/Contract Services	720.74	2,873.85	(2,153.11)	24,786.77	34,500.00	71.85%	9,713.23
Police Totals	2,105.37	27,182.47	(25,077.10)	107,855.18	326,236.00	33.06%	218,380.82
Expense Total	2,105.37	27,182.47	(25,077.10)	107,855.18	326,236.00	33.06%	218,380.82

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5101 Salaries - Full Time	0.00	6,725.83	(6,725.83)	0.00	80,710.00	0.00%	80,710.00
20-20-5104 Salaries - Overtime	0.00	666.40	(666.40)	3,993.13	8,000.00	49.91%	4,006.87
20-20-5106 Social Security/Medicare	0.00	515.00	(515.00)	0.00	6,180.00	0.00%	6,180.00
20-20-5107 TMRS	0.00	740.00	(740.00)	0.00	8,880.00	0.00%	8,880.00
20-20-5108 Health & Life Insurance	0.00	2,000.00	(2,000.00)	0.00	24,000.00	0.00%	24,000.00
20-20-5109 Worker's Comp	0.00	27.50	(27.50)	0.00	330.00	0.00%	330.00
20-20-5110 Texas Workforce Commission	0.00	11.67	(11.67)	0.00	140.00	0.00%	140.00
20-20-5114 Benefits Admin Fees	0.00	18.33	(18.33)	0.00	220.00	0.00%	220.00
20-20-5115 Longevity Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5206 Professional Services	174.74	624.75	(450.01)	5,957.50	7,500.00	79.43%	1,542.50
20-20-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5222 Investigations	0.00	133.28	(133.28)	1,176.17	1,600.00	73.51%	423.83
20-20-5223 Training & Travel	438.00	1,666.00	(1,228.00)	12,325.10	20,000.00	61.63%	7,674.90
20-20-5230 Radio Service	108.00	449.82	(341.82)	5,328.00	5,400.00	98.67%	72.00
20-20-5301 Office Supplies	0.00	166.60	(166.60)	44.38	2,000.00	2.22%	1,955.62
20-20-5303 Public Education & Training	0.00	333.33	(333.33)	2,989.57	4,000.00	74.74%	1,010.43
20-20-5307 Investigation Supplies	50.13	64.64	(14.51)	174.62	776.00	22.50%	601.38
20-20-5309 Uniforms	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5314 Computer & Technology	0.00	2,915.50	(2,915.50)	1,032.49	35,000.00	2.95%	33,967.51
20-20-5315 Computer Software/License	512.50	1,541.05	(1,028.55)	8,194.79	18,500.00	44.30%	10,305.21
20-20-5316 Equipment Repair/Parts	172.00	416.67	(244.67)	172.00	5,000.00	3.44%	4,828.00
20-20-5317 Equipment & Other Rentals	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00
20-20-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5328 Small Tools & Minor	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
20-20-5330 Miscellaneous	650.00	83.33	566.67	916.22	1,000.00	91.62%	83.78

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5650 Vehicles & Machinery	0.00	6,250.00	(6,250.00)	65,551.21	75,000.00	87.40%	9,448.79
Police Totals	2,105.37	27,182.47	(25,077.10)	107,855.18	326,236.00	33.06%	218,380.82
Expense Totals	2,105.37	27,182.47	(25,077.10)	107,855.18	326,236.00	33.06%	218,380.82

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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Debt Service	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

30 - Capital Improvements Plan Fund (Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Total	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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30 - Capital Improvements Plan Fund (Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30--4121 Delinquent Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30--4910 Interest Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-4120 Property Tax	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Total	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

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30 - Capital Improvements Plan Fund (Adminstration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5221 Website Adminstration	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5501 Debt Principal	0.00	82,442.01	(82,442.01)	330,000.00	989,700.00	33.34%	659,700.00
30-10-5502 Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5503 Long Term Debt Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5504 Paying Agent Fee	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5507 Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5510 Bond Issuance Cost	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5511 Interest on Bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5513 Interest on Debt	0.00	0.00	0.00	658,910.00	0.00	0.00%	(658,910.00)
30-10-5514 Amortization of Bonds & Other	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5515 Amortization of Premium &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5519 Interest Expenditures	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5520 MUD 55 Debt Adjustment	0.00	8,333.33	(8,333.33)	0.00	100,000.00	0.00%	100,000.00
30-10-5521 MUD 31 Rebate Payment	0.00	50,000.00	(50,000.00)	0.00	600,000.00	0.00%	600,000.00
Adminstration Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00
Expense Totals	0.00	140,775.34	(140,775.34)	988,910.00	1,689,700.00	58.53%	700,790.00

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Revenue Totals	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Fines & Forfeitures Totals	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)
Revenue Totals	578.91	0.00	578.91	4,869.06	0.00	0.00%	(4,869.06)

40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Municipal Court Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Total	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

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40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
40-25-5332 Court Technology	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Municipal Court Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)
Expense Totals	0.00	0.00	0.00	158.90	0.00	0.00%	(158.90)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Revenue Totals	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Expense Summary							
Materials & Supplies	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Expense Totals	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Fines & Forfeitures Totals	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)
Revenue Totals	708.01	0.00	708.01	5,960.79	0.00	0.00%	(5,960.79)

41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Municipal Court Totals	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Expense Total	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)

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41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
41-25-5333 Court Security	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Municipal Court Totals	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)
Expense Totals	73.40	0.00	73.40	73.40	0.00	0.00%	(73.40)

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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Expense Summary							
Capital Outlay	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)

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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4000 Vehicle Replacement Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
50-4910 Interest Income	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Miscellaneous Totals	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)
Transfers							
50-8000 Transfer In	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Transfers Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	1,460.60	0.00	1,460.60	9,400.92	0.00	0.00%	(9,400.92)

50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Administration Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Total	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)

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50 - Vehicle Replacement Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
50-10-5650 Vehicles & Machinery	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Administration Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)
Expense Totals	0.00	0.00	0.00	101,324.50	0.00	0.00%	(101,324.50)

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	15,075,327.07	
	10-1002	Retainer Account	0.00	
	10-1003	First State Bank - Manvel	0.00	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	0.00	
	10-1006	TexStar CD	2,757,363.65	
	10-1007	Veritex - CD 5471	0.00	
	10-1008	Veritex - CD 7818	145,000.00	
	10-1009	Texas First Bank - TWDB	0.00	
	10-1100	Accounts Receivable	0.00	
	10-1110	Due from IRS	0.00	
	10-1111	Sales Tax Receivable	0.00	
	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	
	10-1302	Due from Retainer Fund	0.00	
	10-1303	Due from Project Fund Series 2022	(0.38)	
	10-4915	Investment Fair Value Adjustment	52.21	
	Total Assets		18,034,723.51	
				18,034,723.51

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	419,776.17	
	10-2001	Accounts Payable at Year End	(202.13)	
	10-2101	Due to Other Funds - CCPD	0.00	
	10-2200	Wages Payable	34,236.99	
	10-2201	Employee Dental Insurance	14,348.54	
	10-2202	Employee Vision Insurance	0.00	
	10-2203	Federal Tax Payable	13,376.44	
	10-2204	Social Security/Medicare Payable	13,814.36	
	10-2205	TMRS Payable	4,322.13	
	10-2206	Texas Workforce Commission Payable	(574.49)	
	10-2207	Health & Life Insurance Payable	(44,664.55)	
	10-2208	Child Support Payable	(106.58)	
	10-2209	457(b) Payable	850.00	
	10-2300	State Fees	36,574.05	
	10-2301	Collections	266.70	
	10-2302	Bond Liability Account	0.00	
	10-2303	Refunds Payable	0.00	
	10-2304	Credit Card Fee	2,524.99	
	10-2305	Deferred Revenues - Fines	15,701.00	
	10-2400	Road Damage Deposit	0.00	
	10-2405	Deferred Inflows-Prop taxes	40,980.00	
	10-2410	Bond 1 - Series 2020	0.00	
	10-2500	American Rescue Plan Fund	0.00	
	10-2501	Baseball Field Reserve	16,308.50	
	10-2502	Baymark Pipeline LLC	0.00	
	10-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	10-2504	Cherry Crushed Concrete	0.00	
	10-2505	DR Horton/MUD 87	0.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2507	Early Plat SVW Crystal V Dr-Ph3	0.00	
	10-2508	Early Plat SVW Sub Sec 4	0.00	
	10-2509	Formosa/Lav Pipeline-TRC	0.00	
	10-2511	Meridiana Escrow	(770.00)	
	10-2512	Old Airline Market-Axis Dev	(0.50)	
	10-2513	Sierra Vista - Land Tejas	0.00	

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2514	Sierra Vista West - Land Tejas	0.00	
	10-2515	South Texas NGL Pipeline, LLC	0.00	
	10-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	10-2517	Sterling Lakes - Land Tejas	0.00	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2519	Earlt Platting Escrow Sec 12	0.00	
	10-2520	Early Plat Escrow - SVW Sec 6	0.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	0.27	
	10-2524	Meritage Homes of Texas, LLC	0.00	
	10-2525	Corona Virus Relief Fund	0.00	
	10-2526	Public Safety Building Reserve	0.00	
	10-2527	Public Park Reserves	0.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	0.00	
	10-2531	Early Plat - Sierra VW Sec 9	0.00	
	10-2533	Police Training Fund	0.01	
	10-2534	Unearned Revenue (Merid Sec 58)	0.00	
	10-2535	Unearned Revenue (Merid Sec 57)	0.00	
	10-2540	Early Plat - Sierra VW Sec 10	0.00	
	10-2542	Early Plat - Sterling Lakes North Sec 2, 3	158,278.98	
	10-2543	Early Plat - Sterling Lakes North Sec 1	158,279.00	
	10-2544	Early Plat - Sterling Lakes North Sec 4 & Force Main	54,977.99	
	10-2548	Early Plat - Sterling Lakes North Sec 8	0.00	
	10-2550	Early Plat - Creekhaven Sec 1	2,244,106.87	
	10-2551	Early Plat - Creekhaven Sec 2	269,851.02	
	10-2552	Early Plat - Creekhaven Sec 3	293,294.45	
	10-2602	Due to Retainer Fund	669,240.00	
	10-2603	Due to Crime Prevention	(3,993.01)	
	10-2604	Due to CIP (Local)	0.00	
	10-2605	Due to State & Federal Grants	0.00	
	10-2606	Due to ARPA Fund	0.20	
	10-2607	Due to ICDA	0.00	
	10-2608	Due to Court Tech Fund	(79.00)	
	10-7001	Transfer to Vehicle Replacement	(112,000.00)	

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
		Total Liabilities	6,029,718.12	
Fund Balance				
	10-3000	Fund Balance	7,116,259.54	
	10-3001	Fund Balance Committed	0.00	
	10-3002	Fund Balance Assigned	600,000.00	
		Total Fund Balance	7,716,259.54	
		Total Revenue	11,578,069.84	
		Total Expenses	7,274,079.79	
		Current Year Increase (Decrease)	4,288,745.85	
		Fund Balance Total	7,716,259.54	
		Current Year Increase (Decrease)	4,288,745.85	
		Total Fund Balance/Equity	12,005,005.39	
		Total Liabilities & Fund Balance		18,034,723.51

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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	(131,557.00)	
	11-1002	Retainer Account	517,808.26	
	11-1015	Ames Blvd Ret - TX Class	1,596,761.18	
	11-1301	Due from General Fund	0.00	
	Total Assets		<u>1,983,012.44</u>	
				<u>1,983,012.44</u>

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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	11-2001	Accounts Payable at Year End	(4,287.50)	
	11-2010	Accounts Payable	4,105.00	
	11-2200	Wages Payable	0.00	
	11-2400	Road Damage Deposit	342,183.65	
	11-2502	Baymark Pipeline LLC	1.00	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	7,646.13	
	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	21,871.83	
	11-2515	South Texas NGL Pipeline, LLC	1.00	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	11-2517	Sterling Lakes - Land Tejas	6,296.59	
	11-2521	Meritage/Rise- BCMUD 57	3,838.10	
	11-2529	Meridiana PUD Amendment	2,337.88	
	11-2536	Rally 288 West PUD	7,509.33	
	11-2537	Southern Star PUD	5,686.21	
	11-2538	PUD Hines Investments	7,745.00	
	11-2539	SVW Entertainment Dist PUD	6,884.56	
	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	8,342.50	
	11-2549	PUD - Sunset Prairie: Majestic Developers	9,415.00	
	11-2601	Due to General Fund	0.00	
	Total Liabilities		1,884,797.27	

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Balance Sheet
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5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Fund Balance				
	11-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	42,555.01	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	98,215.17	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	98,215.17	
		Total Fund Balance/Equity	98,215.17	
	Total Liabilities & Fund Balance			1,983,012.44

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Assets				
	12-1000	Cash / Due From Consolidated Cash	(5,689,569.59)	
	12-1010	Project Fund Series 2022	1,608,084.16	
	12-1011	Proj Fund Series 2022 - Frost Investments	0.00	
	12-1012	Proj Fund Series 22 - Tx Class	4,642,731.17	
	12-1301	Due from General Fund	0.00	
	12-4915	Investment Fair Value Adjustment	0.00	
	12-4937	Interest Income - Investments	(54,000.00)	
	Total Assets		507,245.74	
				507,245.74

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
12 - Project Fund Series 2022				
Liabilities				
	12-2000	Due To Consolidated Cash / Accounts Payable	473,739.73	
	12-2001	Accounts Payable at Year End	17,236.63	
	12-2200	Wages Payable	0.00	
	12-2411	Project Fund Series 22 - Unearned Revenue	0.00	
	12-2601	Due to General Fund	(0.38)	
	Total Liabilities		490,975.98	
Fund Balance				
	12-3000	Fund Balance	(103,918.89)	
	Total Fund Balance		(103,918.89)	
		Total Revenue	123,732.58	
		Total Expenses	3,543.93	
		Current Year Increase (Decrease)	120,188.65	
		Fund Balance Total	(103,918.89)	
		Current Year Increase (Decrease)	120,188.65	
		Total Fund Balance/Equity	16,269.76	
	Total Liabilities & Fund Balance			507,245.74

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	232,349.66	
	20-1013	TexStar - Crime Control	462,534.51	
	20-1301	Due from General Fund	(3,993.01)	
	20-1302	Sales Tax Receivable Crime Prevention District	0.00	
	Total Assets		690,891.16	
				690,891.16

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	4,930.41	
	20-2001	Accounts Payble at Year End	976.17	
	20-2200	Wages Payable	0.00	
	20-2201	Employee Dental Insurance	705.30	
	20-2203	Federal Tax Payable	208.85	
	20-2204	Social Security/Medicare Payable	501.82	
	20-2205	TMRS Payable	0.00	
	20-2206	Texas Workforce Commission Payable	126.00	
	20-2207	Health & Life Insurance Payable	9,705.05	
	Total Liabilities		17,153.60	
Fund Balance				
	20-3000	Fund Balance	599,997.13	
	Total Fund Balance		599,997.13	
		Total Revenue	243,982.17	
		Total Expenses	180,099.07	
		Current Year Increase (Decrease)	73,740.43	
		Fund Balance Total	599,997.13	
		Current Year Increase (Decrease)	73,740.43	
		Total Fund Balance/Equity	673,737.56	
	Total Liabilities & Fund Balance			690,891.16

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

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

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

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

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(2,015,633.09)	
	30-1114	Property Taxes Receivable	8,055.00	
	30-1115	Property Tax Receivable - P & I	1,666.00	
	Total Assets		<u>(2,005,912.09)</u>	
				<u>(2,005,912.09)</u>

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Liabilities				
	30-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	30-2405	Deferred Inflows-Prop taxes	9,721.00	
	Total Liabilities		9,721.00	
Fund Balance				
	30-3000	Fund Balance	(1,026,003.09)	
	Total Fund Balance		(1,026,003.09)	
		Total Revenue	0.00	
		Total Expenses	989,630.00	
		Current Year Increase (Decrease)	(989,630.00)	
		Fund Balance Total	(1,026,003.09)	
		Current Year Increase (Decrease)	(989,630.00)	
		Total Fund Balance/Equity	(2,015,633.09)	
	Total Liabilities & Fund Balance			(2,005,912.09)

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	94,145.08	
	35-1100	Accounts Receivable	0.00	
	35-1101	Grant / Funding Account	(0.25)	
	35-1301	Due from General Fund	0.00	
	Total Assets		<u>94,144.83</u>	
				<u>94,144.83</u>

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Liabilities				
	35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	35-2411	TWDB Unearned Revenue	(0.25)	
	35-2526	Public Safety Building Reserve	0.00	
	35-2532	Road Works Fund	99,999.56	
	Total Liabilities		99,999.31	
Fund Balance				
	35-3000	Fund Balance	(8,638.88)	
	Total Fund Balance		(8,638.88)	
		Total Revenue	16,820.00	
		Total Expenses	21,660.60	
		Current Year Increase (Decrease)	2,784.40	
		Fund Balance Total	(8,638.88)	
		Current Year Increase (Decrease)	2,784.40	
		Total Fund Balance/Equity	(5,854.48)	
	Total Liabilities & Fund Balance			94,144.83

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	17,031.85	
	36-1301	Due from General Fund	0.00	
	Total Assets		17,031.85	
				17,031.85

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
36 - Public Safety Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	1,046.30	
	36-2200	Wages Payable	0.00	
	36-2201	Employee Dental Insurance	83.90	
	36-2203	Federal Tax Payable	169.35	
	36-2204	Social Security/Medicare Payable	345.16	
	36-2205	TMRS Payable	0.04	
	36-2206	Texas Workforce Commission Payable	43.33	
	36-2207	Health & Life Insurance Payable	1,831.80	
	Total Liabilities		3,519.88	
Fund Balance				
	36-3000	Fund Balance	22,521.72	
	Total Fund Balance		22,521.72	
		Total Revenue	3,035.62	
		Total Expenses	12,045.37	
		Current Year Increase (Decrease)	(9,009.75)	
		Fund Balance Total	22,521.72	
		Current Year Increase (Decrease)	(9,009.75)	
		Total Fund Balance/Equity	13,511.97	
	Total Liabilities & Fund Balance			17,031.85

City of Iowa Colony
Balance Sheet
As of April 30, 2025

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Assets				
	37-1000	Cash / Due From Consolidated Cash	214,489.00	
	Total Assets		214,489.00	
				214,489.00

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
37 - Parkland Fund				
Liabilities				
	37-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	37-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	37-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	214,489.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	214,489.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	214,489.00	
		Total Fund Balance/Equity	214,489.00	
	Total Liabilities & Fund Balance			214,489.00

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	26,983.90	
	40-1301	Due from General Fund	(79.00)	
	Total Assets		26,904.90	
				26,904.90

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Liabilities				
	40-2000	Due To Consolidated Cash / Accounts Payable	94.98	
	Total Liabilities		94.98	
Fund Balance				
	40-3000	Fund Balance	20,357.05	
	Total Fund Balance		20,357.05	
		Total Revenue	6,452.42	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	6,452.87	
		Fund Balance Total	20,357.05	
		Current Year Increase (Decrease)	6,452.87	
		Total Fund Balance/Equity	26,809.92	
	Total Liabilities & Fund Balance			26,904.90

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	41,079.47	
	Total Assets		41,079.47	41,079.47

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	41-3000	Fund Balance	33,064.24	
	Total Fund Balance		33,064.24	
		Total Revenue	8,014.87	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	8,015.23	
		Fund Balance Total	33,064.24	
		Current Year Increase (Decrease)	8,015.23	
		Total Fund Balance/Equity	41,079.47	
	Total Liabilities & Fund Balance			41,079.47

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Assets				
	45-1000	Cash / Due From Consolidated Cash	900,751.00	
	45-1101	Grant / Funding Account	0.00	
	45-1301	Due from General Fund	0.20	
	Total Assets		900,751.20	
				900,751.20

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

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

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	(185,480.67)	
	50-1014	TexStar - Veh Rep Fund	353,013.76	
	Total Assets		167,533.09	
				167,533.09

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	50-3000	Fund Balance	214,671.86	
	Total Fund Balance		214,671.86	
		Total Revenue	9,112.72	
		Total Expenses	56,251.49	
		Current Year Increase (Decrease)	(47,138.77)	
		Fund Balance Total	214,671.86	
		Current Year Increase (Decrease)	(47,138.77)	
		Total Fund Balance/Equity	167,533.09	
	Total Liabilities & Fund Balance			167,533.09

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	7,821,863.96	
	99-1210	Due From General Fund	252,480.17	
	99-1220	Due From Crime Prevention District Fund	4,985.41	
	99-1230	Due From Debt Service Fund	0.00	
	99-1235	Due From Capital Improvement Projects Fund	0.00	
	99-1240	Due From Court Technology fund	94.98	
	99-1241	Due From Court Security Fund	0.00	
	99-1245	Due From American Rescue Plan Act (ARPA) Fund	0.00	
	99-1250	Due From Vehicle Replacement Fund	0.00	
	99-2110	Due to General Fund	0.00	
	Total Assets		8,079,424.52	
				8,079,424.52

City of Iowa Colony
Balance Sheet
As of April 30, 2025

5/5/2025

Item 14.

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	257,560.56	
	99-2110	Due To General Fund	12,516,012.00	
	99-2120	Due To Crime Prevention District Fund	0.00	
	99-2130	Due To Debt Service Fund	64,456.00	
	99-2135	Due To Capital Improvement Projects Fund	0.00	
	99-2140	Due To Court Technology fund	0.00	
	99-2141	Due To Court Security Fund	0.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	997,244.00	
	99-2150	Due To Vehicle Replacement Fund	0.00	
	99-2200	Wages Payable	0.00	
	99-2999	Due To Other Funds	(5,755,848.04)	
	Total Liabilities		8,079,424.52	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			8,079,424.52

Technology Department

- **Leadership & Staffing Transition:**
 - Provided critical support during the City Manager's departure by developing a comprehensive employee transition tracker to support department-wide continuity. Also assisted with internal coordination and communications surrounding active projects, including updates on access control systems and citywide media distribution infrastructure.
- **Public Safety Building HVAC Failure & Mitigation:**
 - Responded to a major over-temperature incident in the upstairs network room, coordinating with Public Works for on-site resolution, issuing after-action guidance, and configuring automated restart protocols. Developed detailed equipment load documentation to inform future deployment of a permanent redundant cooling solution.
- **Technology Projects in Progress**
 - **Advanced several ongoing initiatives:**
 - Completed infrastructure assessments for internal broadcast distribution throughout municipal facilities, including signal compatibility and drop-point mapping.
 - Finalized onboarding for a new website management platform, initiating the transition plan.
 - Researched and scoped low-cost options for automated topology mapping, incorporating budget estimates for future review.

Technology Department

(Continued)

- **Cybersecurity & Infrastructure Maintenance:**
 - Facilitated internal coordination for endpoint protection rollout, supported scheduling of follow-up system assessments, and processed the renewal of mobile device management tools. Additionally, replaced failed storage components and reviewed vulnerability findings for actionable remediation.
- **User Experience & Process Improvements:**
 - Implemented improvements across internal forms and submission workflows, including a fillable personnel action form and centralized HR inbox for employment applications. Introduced SMS alerting for staff and worked with Public Works to improve environmental comfort across the entire second floor.
- **Operational Continuity & Vendor Oversight:**
 - Ensured project continuity during staffing transitions by reviewing agreement details on multi-function device leasing, validating payment structures for facility media infrastructure, and evaluating digital signature platforms to meet business process needs without unnecessary cost.

City of Iowa Colony

Operations Report for the meeting held on May 12th, 2025.

Management Report Summary

1. Maintenance & Repairs:

- **Wastewater Treatment Plant**
 - i. WWTP#1 – Replaced catwalk near headworks.
 - ii. WWTP#1 – Purchased HTH Granular for use around clarifiers.
 - iii. WWTP#1 – Sewage transfer from Sterling Lake North lift station.
 - iv. WWTP#1 – Vactor truck work to clean headworks and chlorine basin.
- **Lift Station**
 - i. LS#1 – Cleaned out check valves for lift pumps #1 & #2.
- **Water Distribution**
 - i. 9439 – Excavation down to water main to replace inoperable fire hydrant.
 - ii. 8302 Bristol Diamond Dr – Excavation to replace leaking tapline.
 - iii. 8558 Tropical Breeze – Excavation to replace leaking tapline.
 - iv. 10315 Muir Peak Dr - excavation to replace leaking tapline.
 - v. In District – 11 jobs to excavate and expose main line valves.
 - vi. In District – Subcontract work to perform commercial meter testing.
- **Water Plant**
 - i. WW#1 – Purchased drip oil for use on wells #1 & #2.
- **Storm Sewer Collection**
 - i. Nothing to report.
- **Sanitary Sewer**
 - i. 1318 Guava Way – Excavation to repair broken sanitary main.

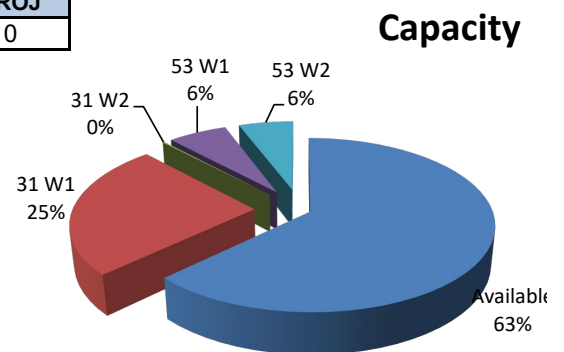
City of Iowa Colony Production Report

Item 16.

APRIL 2025 PUMPAGE X 1,000 GALS										
Date	B031 Well 1	B031 Well 2	B053 Well 1	B053 Well 2	Total	Capacity	Purch	From	Sold	To
1	714	0	222	127	1,063	39.5%			0	B053
2	540	0	152	110	802	29.8%			0	B053
3	791	0	230	135	1,156	42.9%			0	B053
4	731	0	150	154	1,035	38.4%			0	B053
5	471	0	33	2	506	18.8%			0	B053
6	872	0	96	89	1,057	39.3%			0	B053
7	907	39	150	237	1,333	49.5%			0	B053
8	803	0	157	211	1,171	43.5%			0	B053
9	834	0	169	193	1,196	44.4%			0	B053
10	780	0	181	160	1,121	41.6%			0	B053
11	761	0	267	131	1,159	43.0%			0	B053
12	891	0	184	175	1,250	46.4%			0	B053
13	1,157	0	263	178	1,598	59.3%			0	B053
14	887	43	305	181	1,416	52.6%			0	B053
15	793	0	193	242	1,228	45.6%			0	B053
16	977	0	137	240	1,354	50.3%			0	B053
17	956	0	249	234	1,439	53.4%			0	B053
18	948	0	98	160	1,206	44.8%			0	B053
19	877	0	206	324	1,407	52.3%			0	B053
20	825	0	371	170	1,366	50.7%			0	B053
21	773	35	286	257	1,351	50.2%			0	B053
22	604	0	119	132	855	31.8%			0	B053
23	688	0	170	222	1,080	40.1%			0	B053
24	642	0	136	183	961	35.7%			0	B053
25	728	0	137	194	1,059	39.3%			0	B053
26	745	0	157	123	1,025	38.1%			0	B053
27	863	0	218	230	1,311	48.7%			0	B053
28	816	46	384	138	1,384	51.4%			0	B053
29	700	0	226	260	1,186	44.0%			0	B053
30	772	0	204	232	1,208	44.9%			0	B053
	0	0	0	0	0	0.0%				
TOTAL:	23,846	163	5,850	5,424	35,283		0		0	

BC31 PERMIT	PERMIT TERM 2/1/25 - 1/31/26	GALLONS PUMPED	PERMIT USED	MONTHS	
325,000	x 1,000 gallons	78,534	24%	AVAIL	PROJ
				0	38
BC53 PERMIT	PERMIT TERM 11/1/24 - 10/31/25	GALLONS PUMPED	PERMIT USED	MONTHS	
120,000	x 1,000 gallons	115,998	97%	AVAIL	PROJ
				6	0

WATER WELL	PRODUCT TEST	GPM	DAILY CAPACITY
BC31 1	12/6/24	1279	1,842
BC31 2	12/6/24	625	851
BC53 1	12/6/24	541	779
BC53 2	11/20/24	600	864
TOTAL			2,693

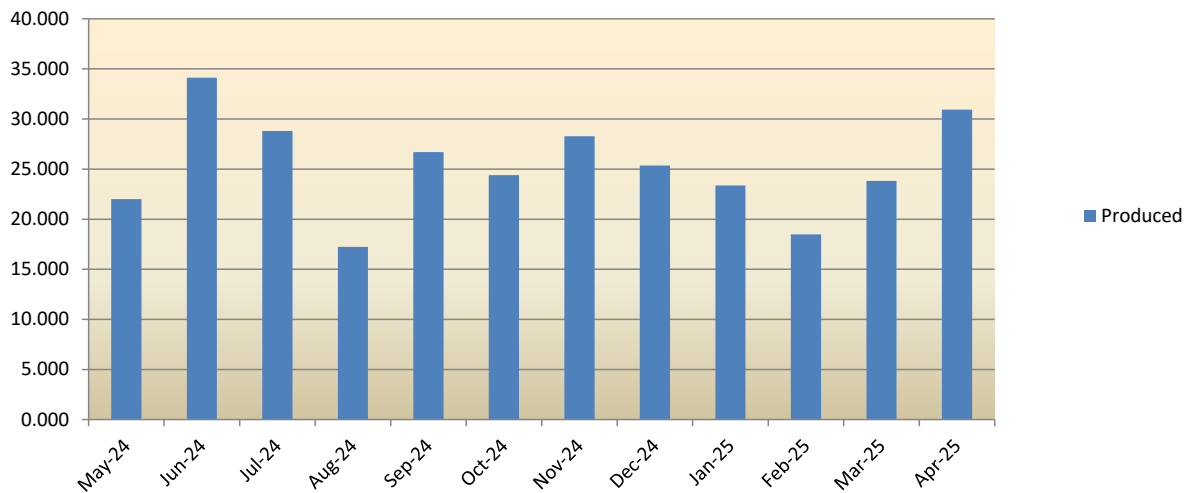


City of Iowa Colony Accountability Report

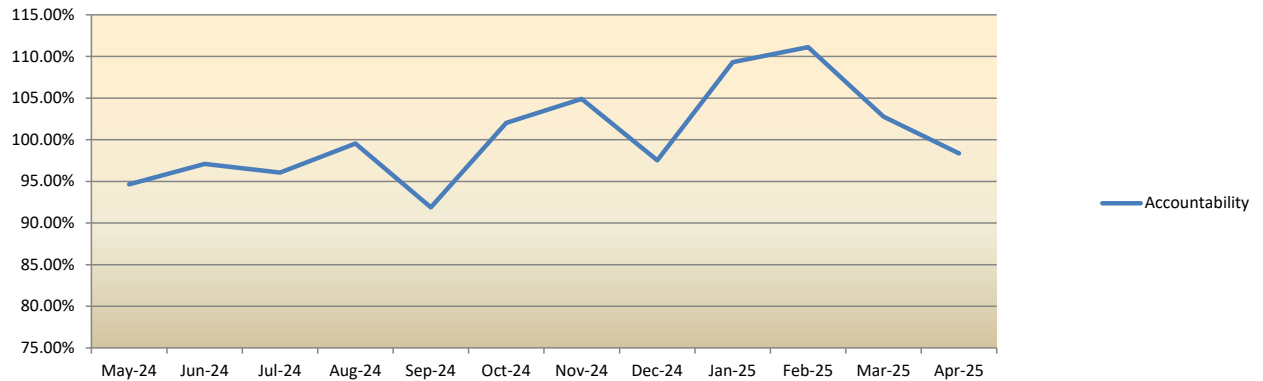
Item 16.

Billing Period	Produced	Purchased I/C BFB3	Total Supplied	Metered COIC	Unmetered	Repairs	Accountability	Four month average
04/11/24 - 05/10/24	21.993	0.000	21.993	11.768	0.715	2.500	94.65%	96.46%
05/11/24 - 06/10/24	34.122	0.000	34.122	26.725	0.387	0.000	97.10%	96.22%
06/11/24 - 07/11/24	28.807	0.000	28.807	20.639	0.167	0.000	96.04%	95.60%
07/12/24 - 08/08/24	17.237	0.000	20.537	15.248	0.252	0.000	99.54%	96.84%
08/09/24 - 09/09/24	26.704	0.000	26.704	16.939	0.220	0.000	91.88%	96.14%
09/10/24 - 10/07/24	24.399	0.000	24.399	16.249	0.221	0.000	102.02%	97.37%
10/08/24 - 11/07/24	28.274	0.000	28.274	28.731	0.930	0.000	104.91%	99.59%
11/08/24 - 12/13/24	25.346	0.000	25.346	24.342	0.379	0.000	97.53%	99.08%
12/14/24 - 01/10/25	23.375	0.000	23.375	25.499	0.054	0.000	109.32%	103.44%
01/11/25 - 02/07/25	18.476	0.000	18.476	20.269	0.261	0.000	111.12%	105.72%
02/08/25 - 03/11/25	23.825	0.000	23.825	24.223	0.259	0.000	102.76%	105.18%
03/12/25 - 04/09/25	30.932	0.000	30.932	30.115	0.306	0.000	98.35%	105.39%

Water Supply



Accountability



Wastewater Treatment Plant #1

BC31 Plant

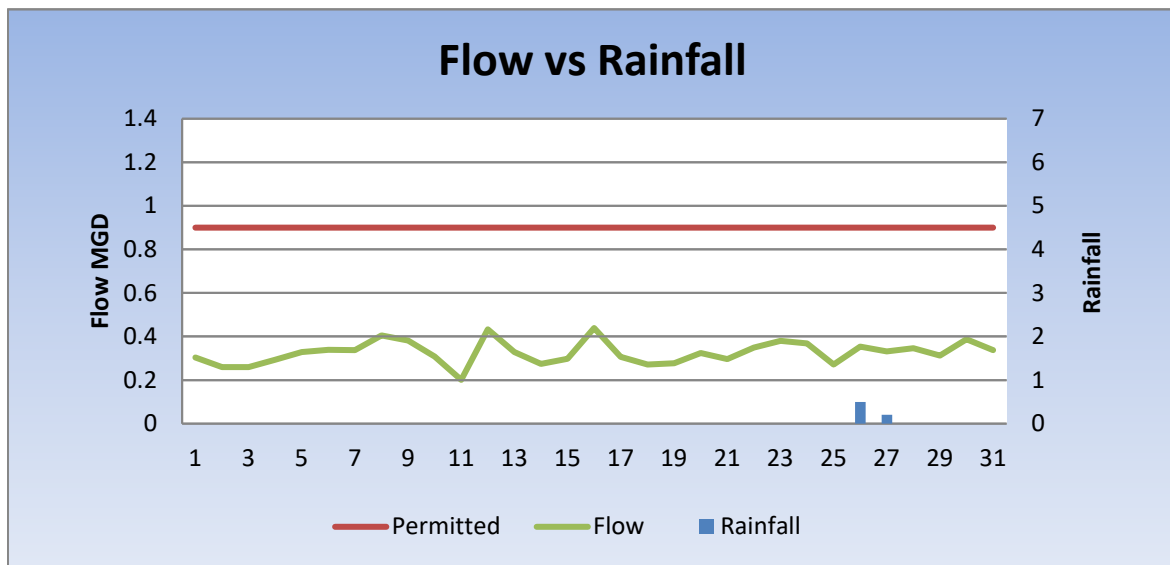
Item 16.

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

Design: 0.900 MGD
Utilized 47.7%

PARAMETER		UNITS	PERMIT LIMITS	Mar-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.8	0
pH:	Min	S.U.	6.0	7.1	0
pH:	Max	S.U.	9.0	7.3	0
Total Suspended Solids:	Avg	lbs / day	113.0	24.7	0
Total Suspended Solids:	Avg	mg / l	15.0	6.0	0
Total Suspended Solids:	Max	mg / l	40.0	17.6	0
Ammonia:	Avg	lbs / day	23.0	0.8	0
Ammonia:	Avg	mg / l	3.0	0.2	0
Ammonia:	Max	mg / l	10.0	0.2	0
Flow:	Avg	M.G.D.	0.90	0.43	0
2-Hour Peak Flow:	Max	gpm	3.60	0.58	0
Chlorine:	Min	mg / l	1.0	1.1	0
Chlorine:	Max	mg / l	4.0	3.0	0
E.coli:	Avg	CFU/100ml	126	1.0	0
E.coli:	Max	CFU/100ml	399	1.0	0
CBOD:	Avg	lbs / day	75.0	12.7	0
CBOD:	Avg	mg / l	10.0	3.2	0
CBOD:	Max	mg / l	25.0	6.1	0

Permit Excursions:	0	Sanitary Sewer Overflows:	0
Rainfall:	0.7	SSO Gallons:	0



Wastewater Treatment Plant #2

BC53 Plant

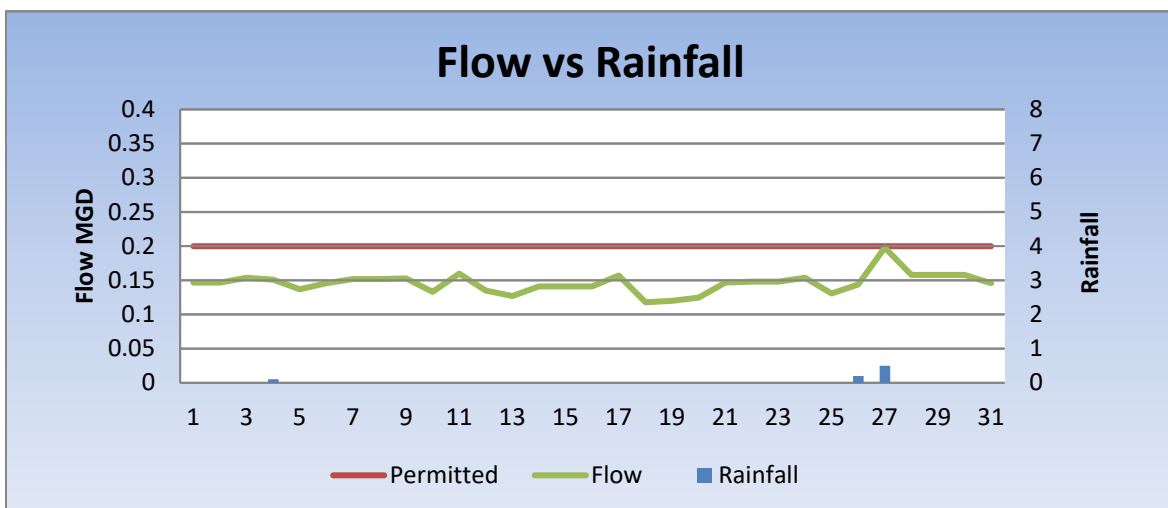
Item 16.

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

Design: 0.200 MGD
Utilized 73.0%

PARAMETER		UNITS	PERMIT LIMITS	Mar-25 RESULTS	EXCURSION
Dissolved Oxygen:	Min	mg / l	4.0	6.88	0
pH:	Min	S.U.	6.0	7.18	0
pH:	Max	S.U.	9.0	7.36	0
Total Suspended Solids:	Avg	lbs / day	25.0	14.80	0
Total Suspended Solids:	Avg	mg / l	15.0	10.70	0
Total Suspended Solids:	Max	mg / l	60.0	22.00	0
Ammonia:	Avg	lbs / day	5.0	0.44	0
Ammonia:	Avg	mg / l	3.0	0.39	0
Ammonia:	Max	mg / l	15.0	0.94	0
Flow:	Avg	M.G.D.	0.200	0.146	0
2-Hour Peak Flow:	Max	gpm	0.800	0.198	0
Chlorine:	Min	mg / l	1.0	1.07	0
Chlorine:	Max	mg / l	4.0	1.96	0
E.coli:	Avg	CFU/100ml	126.0	2.0	0
E.coli:	Max	CFU/100ml	399.0	2.0	0
CBOD:	Avg	lbs / day	17.0	6.10	0
CBOD:	Avg	mg / l	10.0	4.90	0
CBOD:	Max	mg / l	35.0	5.50	0

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



City of Iowa Colony Customer Billing Report

Item 16.

	April 11, 2025	March 11, 2025	February 11, 2025
Beginning Date	3/28/2025	2/27/2025	1/28/2025
Closing Date	4/25/2025	3/27/2025	2/26/2025

Collected Amount

Penalty	\$ 3,428.16	\$ 3,361.45	\$ 4,829.12
Water	\$ 130,855.56	\$ 118,796.78	\$ 151,331.64
Sewer	\$ 97,732.58	\$ 95,288.72	\$ 99,573.82
Garbage Tax	\$ 7,163.97	\$ 6,861.28	\$ 6,924.42
Garbage Collection Fees	\$ 86,217.41	\$ 82,950.94	\$ 84,809.88
Franchise	\$ 11,403.52	\$ 10,762.08	\$ 12,275.34
Voluntary Fire	\$ 7,280.24	\$ 6,949.17	\$ 7,098.11
Grease Trap	\$ 1,755.65	\$ 2,154.00	\$ 1,742.00
Deposit	\$ 13,767.45	\$ 13,312.00	\$ 7,092.50
Transfer Fee	\$ 5,670.00	\$ 5,203.00	\$ 2,565.00
Miscellaneous	\$ 11,298.28	\$ 11,322.57	\$ 13,352.74
TOTAL COLLECTED	\$ 376,572.82	\$ 356,961.99	\$ 391,594.57
OVERPAYMENT	\$ 9,493.05	\$ 12,687.86	\$ 25,337.32
TOTAL COLLECTED	\$ 386,065.87	\$ 369,649.85	\$ 416,931.89

Billed Amounts

Water	\$ 163,509.00	\$ 142,656.20	\$ 131,855.26
Sewer	\$ 103,511.63	\$ 102,035.19	\$ 100,056.67
Garbage Tax	\$ 7,453.94	\$ 7,429.96	\$ 7,300.00
Garbage	\$ 90,218.98	\$ 89,382.00	\$ 88,270.07
Franchise Fee	\$ 13,273.04	\$ 12,157.04	\$ 11,524.16
Voluntary Fire	\$ 11,121.00	\$ 10,923.00	\$ 10,734.00
Grease Trap	\$ 2,010.00	\$ 2,010.00	\$ 2,010.00
Deposit	\$ 13,200.00	\$ 15,550.00	\$ 15,750.00
Transfer Fee	\$ 5,460.00	\$ 5,765.00	\$ 6,005.00
Miscellaneous	\$ 6,596.15	\$ 4,669.96	\$ 2,857.15
TOTAL BILLED	\$ 416,353.74	\$ 392,578.35	\$ 376,362.31

Aged Receivables

30 Days Arrears	\$ 60,227.85	\$ 54,026.52	\$ 42,179.85
60 Days Arrears	\$ 22,398.30	\$ 19,528.82	\$ 21,728.35
90 Days Arrears	\$ 6,468.23	\$ 6,560.25	\$ 7,303.51
Over 120 Days Arrears	\$ 34,552.25	\$ 32,486.84	\$ 30,448.56
Previous Month Overpymt	\$ (17,660.11)	\$ (12,699.14)	\$ (12,637.14)
Total Aged Receivables	\$ 105,986.52	\$ 99,903.29	\$ 89,023.13
Current Month Overpymt	\$ (34,138.66)	\$ (42,610.68)	\$ (43,585.25)
TOTAL LESS OVERPYMT	\$ 71,847.86	\$ 57,292.61	\$ 45,437.88
TOTAL RECEIVABLES	\$ 488,201.60	\$ 449,870.96	\$ 421,800.19

Deposit Liabilities	\$ 397,845.00	\$ 393,170.00	\$ 384,620.00
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Average Usage For Meters	5,807	5,102	4,470
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City Of Iowa Colony
Connection Report

Item 16.

	April 11, 2025			
	B031	B032	B053	B087
Occupied Single Family	1839	682	1232	48
Vacant Single Family	17	5	11	8
Multi-Family	0	1	0	0
Commercial	7	9	4	0
Builder	143	36	54	94
Irrigation	29	33	16	2
Rental Meters	14	0	0	0
District Meters	3	0	0	0
TOTAL CONNECTIONS	2052	766	1317	152
COIC GRAND TOTAL CONNECTION			4287	

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS,
521 UM HOLDING 770 ACRES, LP, GEN-SKIP, LLC,
GREGORY LLOYD MILLER, AND 521 OPPORTUNITY, LLC**

(Authorized by Tex. Loc. Gov't Code sec. 43.0672)

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns ("521 Opportunity"); 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, or its successor or assigns ("521 UM Holding"); GREGORY LLOYD MILLER, Trustee of the Gregory Lloyd Miller Trust, or its successor or assigns ("Miller"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip"). 521 Opportunity, 521 UM Holding, Miller, and Gen-Skip may each be referred to herein as an "Owner" and may collectively be referred to herein as the "Owners."

RECITALS

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

This agreement is authorized by Section 43.0672 of the Texas Local Government Code.

At the time of execution of this Agreement by the City, the Owners collectively own approximately 806.02 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

The Owners represent and warrants that they collectively own the entire Property.

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

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

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

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

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

3. MUNICIPAL SERVICES.

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

- ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides emergency medical services to the Property. Brazoria County Emergency Services District No. 3 provides emergency medical services to some of the Property and may annex the remainder of the Property and then provide emergency medical services to the whole Property.
 - iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. The Development Agreement and Utility Agreement (each as defined herein) govern the provision of those services for the Property.
 - iv. Water and Wastewater Utilities. The City shall provide water and wastewater utilities to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.
 - v. Solid Waste Services. The City shall provide solid waste services to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.
 - c. The City shall not be required to provide a service except as expressly provided by this Agreement, the Development Agreement, and/or the Utility Agreement.
 - d. Owner understand and acknowledge that any City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **OTHER AGREEMENTS.** The City previously entered into that certain Development Agreement by and between Maple Farms Holdings, LLC, 521 Opportunity, Miller, and Gen-Skip, dated effective as of August 12, 2024, and as assigned by Maple Farms Holdings, LLC to 521 UM Holding (the “Development Agreement”) and that certain Utility Functions Agreement by and between Maple Farms Holdings, LLC, 521 Opportunity, Miller, and Gen-Skip, dated effective as of August 12, 2024, and as assigned by Maple Farms Holdings, LLC to 521 UM Holding (the “Utility Agreement”). In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of the Development Agreement and the Utility Agreement, the Development Agreement and the Utility Agreement shall control.
5. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are generally comparable to the level of services,

infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.

6. **AUTHORITY.** City and Owners represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
7. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
10. **NO WAIVER.** The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective

successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property; provided, however, that Ultimate Consumers (as such term is defined in the Development Agreement) shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

15. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.
16. **NOT A THIRD-PARTY CONTRACT.** This is not a third-party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding section.
17. **REMEDIES.** No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.
18. **STATUTORY NON-BOYCOTT REPRESENTATION.** Each party other than the City certifies that that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.
19. **ENTIRE AGREEMENT.**
 - a. This Agreement shall not be amended unless executed in writing by the parties.
20. **EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW

CITY OF IOWA COLONY, TEXAS

By: _____
 _____ ,
Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
 Notary Public, State of Texas

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Kayleen Rosser**, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: _____
 Notary Public, State of Texas

521 UM HOLDING 770 ACRES, LP, a Texas limited partnership

By: 521 Holding Tx, LLC,
a Texas limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, _____ of 521 Holding Tx, LLC, a Texas limited liability company, General Partner of 521 UM HOLDING 770 ACRES, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, its Manager

By: _____
Mark Terpstra, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Mark Terpstra, as Manager of Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, Manager of 521 OPPORTUNITY, LLC, a Texas limited liability company, on behalf of said limited liability companies.

Notary Public, State of Texas

(NOTARY SEAL)

GREGORY LLOYD MILLER, Trustee of The
Gregory Lloyd Miller Trust u/t/a dated January 5,
2005

By: _____

Gregory Lloyd Miller, Trustee

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2025, by
GREGORY LLOYD MILLER, Trustee of The Gregory Lloyd Miller Trust u/t/a dated January 5,
2005.

Notary Public, State of Texas

(NOTARY SEAL)

GEN-SKIP LLC, a Louisiana limited liability
company

By: _____

Michael F. Mire, Owner

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2025, by
Michael F. Mire, as Owner of GEN-SKIP LLC, a Louisiana limited liability company, on behalf
of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

SECTION 7. The property (herein called “**the Annexed Area**”) described on **Exhibit “A,”** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in the Annexed Area within the territorial limits of the City of Iowa Colony. In conjunction with this annexation, the City of Iowa Colony hereby expands and extends its extraterritorial jurisdiction (ETJ) to include all areas to which it is entitled under applicable law as a result of this annexation, including but not limited to the Annexed Area and any contiguous areas as permitted by state law. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

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

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

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

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

READ, PASSED, AND APPROVED on MAY 12, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

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

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

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

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

1. PARTIES

- a. “CITY”: **City of Iowa Colony, Texas**
- b. “OWNER” or “LANDOWNER,” whether one or more, jointly and severally

2. DISCLOSURES TO LANDOWNER

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

- a. The Landowner is not required to enter into this agreement.
- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.
- c. This subsection is a plain-language description of the annexation procedures applicable to the land in this document.
 - (1) The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement, such as this one, providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner **rejects** that offer. The City must enter into a municipal service agreement with the landowner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City’s internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.
- d. The procedures for this annexation require the Landowner’s consent.
- e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

3. ANNEXATION

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

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

4. TERM AND TERMINATION

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

5. PERSONS BOUND

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

6. GENERAL

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

521 Opportunity:

**521 Opportunity LLC
24000 Aj Foyt Road
Hockley, Texas 77447
Attn: Mr. Mark Terpstra
Mark@Texaslandinvestments.net**

Gregory Lloyd Miller Trust:

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

Gen-Skip:

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

521 UM Holding:

521 UM Holding 7702 Acres, LP
Attn: Mr. Uri Man and Mr. Greg Singleton
2450 Fondren Road, Suite 210
Houston, Texas 77063
urijman@gmail.com
greg@lagoondevelopment.com

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

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

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

CITY:**CITY OF IOWA COLONY, TEXAS**

By: _____
 Wil Kennedy, Mayor

Date Signed: _____

ATTEST:

 Kayleen Rosser, City Secretary

Date Signed: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

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

521 UM HOLDING 770 ACRES, LP, a Texas limited partnership

By: 521 Holding Tx, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____
Date: _____

OR

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

521 UM HOLDING 770 ACRES, LP, a Texas limited partnership

By: 521 Holding Tx, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____
Date: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

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

521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, its Manager

By: _____
Mark Terpstra, Manager

Date: _____

OR

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

521 OPPORTUNITY, LLC, a Texas limited liability company

By: Terpstra Investments, LLC, a Texas limited liability company, d/b/a Texas Land Investments, LLC, its Manager

By: _____
Mark Terpstra, Manager

Date: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

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

GREGORY LLOYD MILLER, Trustee of The Gregory
Lloyd Miller Trust u/t/a dated January 5, 2005

By: _____

Gregory Lloyd Miller, Trustee

Date: _____

OR

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

GREGORY LLOYD MILLER, Trustee of The Gregory
Lloyd Miller Trust u/t/a dated January 5, 2005

By: _____

Gregory Lloyd Miller, Trustee

Date: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

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

GEN-SKIP LLC, a Louisiana limited liability company

By: _____

Michael F. Mire, Owner

Date: _____

OR

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

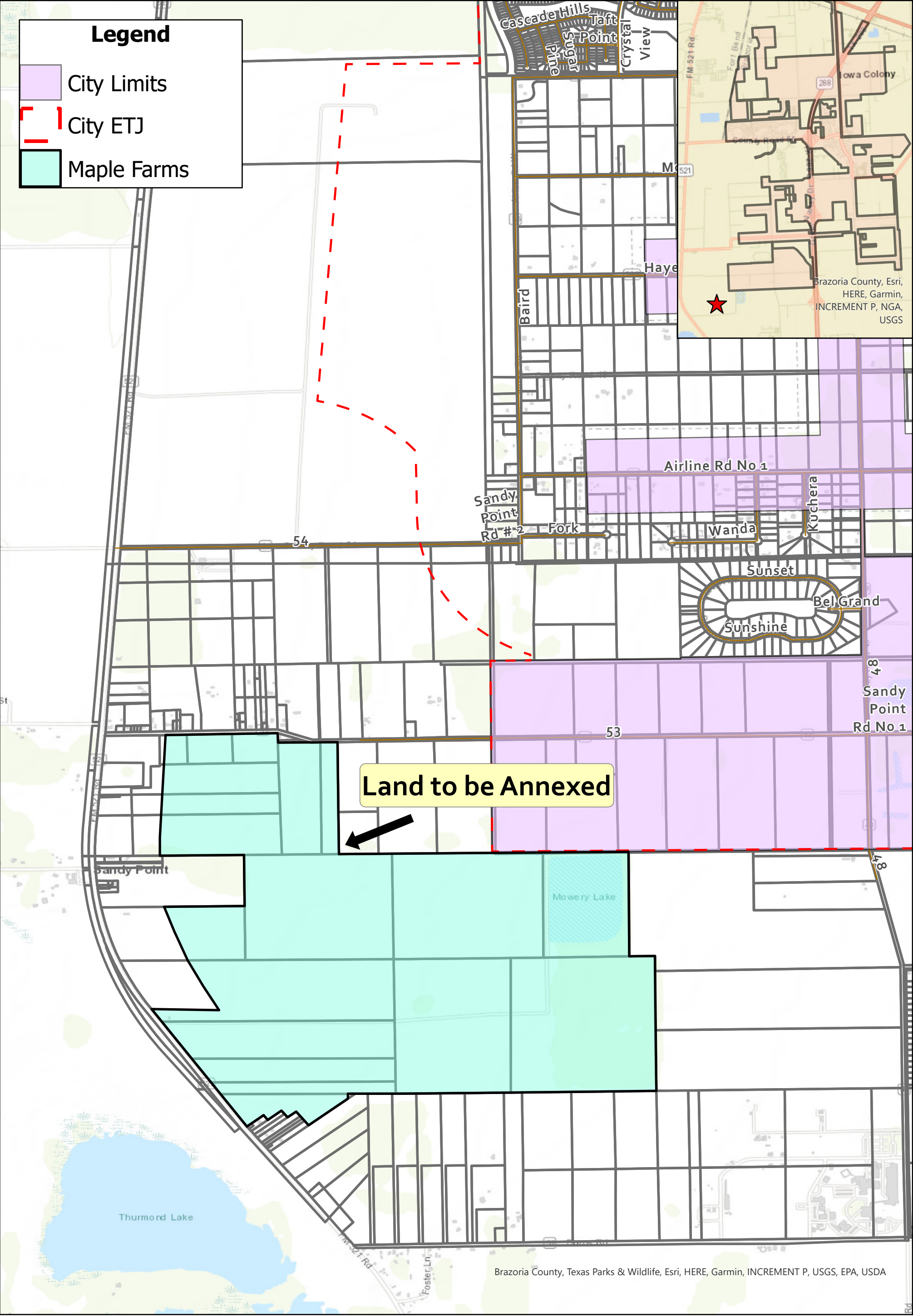
Gen-Skip LLC, a Louisiana limited liability company

By: _____

Michael F. Mire, Owner

Date: _____

EXHIBIT “A”
PROPERTY DESCRIPTION



**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND BEAZER HOMES TEXAS, L.P.
(Authorized by Tex. Loc. Gov't Code sec. 43.0672)**

This Municipal Services Agreement ("Agreement") is entered into by the **CITY OF IOWA COLONY, TEXAS ("CITY"); and BEAZER HOMES TEXAS, L.P.; ("OWNER").**

RECITALS

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

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

At the time of execution of this Agreement by the City, Owner(s) own approximately 15.6385 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

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

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

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

- 1. PROPERTY.** This Agreement is only applicable to the Property.
- 2. METHODS OF PROVIDING SERVICES.**
 - a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.
 - b. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

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

annex the remainder of the Property and then provide emergency medical services to the whole Property.

- iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.
 - iv. Water and Wastewater Utilities. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.
 - v. Solid Waste Services. At this time, the City does not provide solid waste services.
 - c. The City shall not be required to provide a service except as expressly provided by this Agreement.
 - d. Owner understands and acknowledges that any City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **OTHER AGREEMENTS.** The City previously entered into a Development Agreement and a Utility Agreement with Beazer Homes Texas, L.P.. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of the Development Agreement and the Utility Agreement, the Development Agreement and the Utility Agreement shall control.
5. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are generally comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
6. **NONWAIVER OF OTHER PERSONS' OBLIGATIONS.** Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.
7. **AUTHORITY.** City and Owner(s) represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole

jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

8. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
11. **NONWAIVER BY NONENFORCEMENT.** The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property.
15. **NOT A THIRD-PARTY CONTRACT.** This is not a third-party contract and does not create any rights of any person except the parties and their respective successors and assigns.
16. **RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

- 17. REMEDIES.** No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.
- 18. DISCLOSURES BY CITY.** The City makes the following disclosures to Brazoria County, the Owner of the right of way being annexed:
- a. The Owner is not required to enter into this Agreement.
 - b. The City is authorized to annex the Annexation Area under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Owner.
 - c. This subsection is a plain-language description of the annexation procedures applicable to the Annexation Area. The Owner must request the annexation in writing. Since the Annexation Area, a county road, is not taxed agriculturally, the City is not required to offer a non-annexation development agreement providing for non-annexation of the Annexation Area under certain terms and conditions. The annexation may be completed without a rejection by the Owner of such an offer. The City must enter into a municipal service agreement with the Owner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.
 - d. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.
- 19. ENTIRE AGREEMENT.**
- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.
 - b. This Agreement shall not be amended unless executed in writing by the parties.
- 20. EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Property by the City.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Wil Kennedy, as Mayor of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
 Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Kayleen Rosser, as City Secretary of the City of Iowa Colony**, a Texas municipal corporation, on behalf of said corporation.

By: _____
 Notary Public, State of Texas

OWNER:**BEAZER HOMES TEXAS, L.P.**

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by _____, as _____ of Beazer Homes Texas, L.P., on behalf of said entity.

Notary Public in and for the State of Texas

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

THE “PROPERTY”

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

1. PARTIES

- a. “CITY”: **City of Iowa Colony, Texas**
- b. “OWNER” or “LANDOWNER,” whether one or more, jointly and severally

2. DISCLOSURES TO LANDOWNER

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

- a. The Landowner is not required to enter into this agreement.
- b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.
- c. This subsection is a plain-language description of the annexation procedures applicable to the land in this document.
 - (1) The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement, such as this one, providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner **rejects** that offer. The City must enter into a municipal service agreement with the landowner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City’s internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.
- d. The procedures for this annexation require the Landowner’s consent.
- e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

3. ANNEXATION

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

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

4. TERM AND TERMINATION

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

5. PERSONS BOUND

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

6. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

To the Owner: Address:

Attention: _____

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

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

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

CITY:

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

Date Signed: _____

ATTEST:

Kayleen Rosser, City Secretary

Date Signed: _____

EFFECT OF LANDOWNER'S DECISION

- If the Landowner signs to **REJECT** this Agreement, the City **may** proceed with annexation in accordance with Texas law.
- If the Landowner signs to **ACCEPT** this Agreement, the City may not annex the property while this Agreement is in effect.

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

OWNER:

Name: _____

Signature: _____

Title (if applicable): _____

Date: _____

OR

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

OWNER:

Name: _____

Signature: _____

Title (if applicable): _____

Date: _____

EXHIBIT “A”
PROPERTY DESCRIPTION

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY INTO THE CITY, COMMONLY KNOWN AS BEAZER HOMES TEXAS, L.P., AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

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

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

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

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

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

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

SECTION 7. The property (herein called “**the Annexed Area**”) described on **Exhibit “A,”** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in the Annexed Area within the territorial limits of the City of Iowa Colony. In conjunction with this annexation, the City of Iowa Colony hereby expands and extends its extraterritorial jurisdiction (ETJ) to include all areas to which it is entitled under applicable law as a result of this annexation, including but not limited to the Annexed Area and any contiguous areas as permitted by state law. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.

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

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

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

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

READ, PASSED, AND APPROVED on MAY 12, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

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

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

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

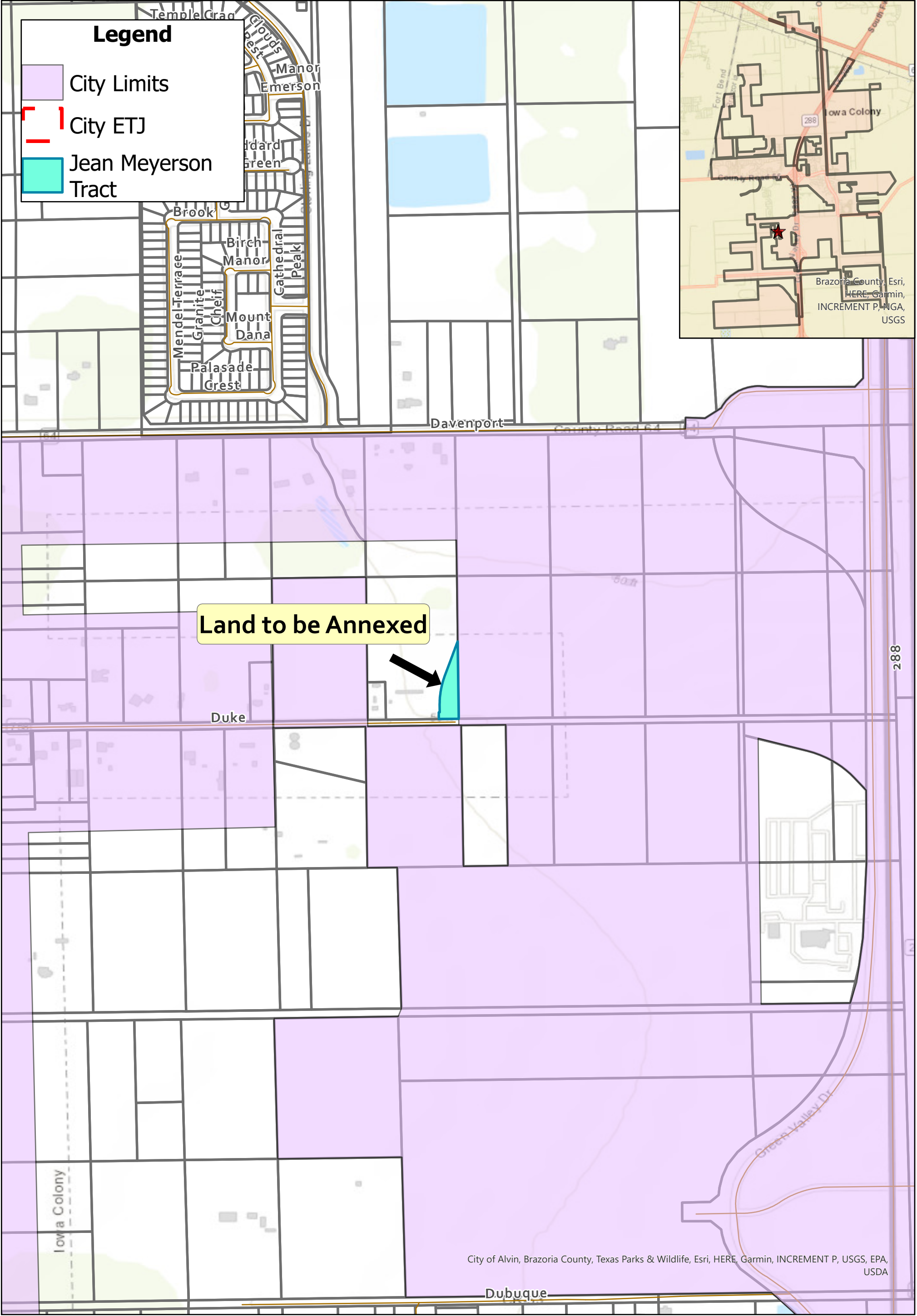


Exhibit A

Legal Description of the Land

DESCRIPTION OF TWO TRACTS OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING OUT OF THE SOUTHEASTERLY CORNER OF A CALLED 9.4720 ACRE PORTION OF LOT 461 OF THE EMIGRATION LAND CO. SUBDIVISION, AS PER THE PLAT RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND CONVEYED TO JEAN MEYERSON BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 93-042361; SAID TWO TRACTS OF LAND REFERRED TO AS TRACT 1 AND TRACT 2 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):

TRACT 1 – 23,963 SQUARE FEET (0.5501 ACRES)

BEGINNING at a "MAG" nail set marking the southeasterly corner of said Lot 461 and the said 9.4720 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, also being the northeasterly corner of Lot 462 of said Emigration Land Co. Subdivision and the said 233.54 acre tract, and being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 50 feet by easement recorded under Vol. 819, Pg. 409-B.C.D.R.), from which a 5/8" iron rod called for and found bears South 02°11' East for a distance of 4.35 feet;

- 1) THENCE, South 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for corner, from which a 1/2" iron rod called for and found in the common line of the said 9.4720 acre tract and a called 0.5280 acre tract described by deed recorded under B.C.C.F. NO. 93-042360 bears South 87°20'14" West for a distance of 292.13 feet and North 02°37'35" West for a distance of 28.62 feet;

THENCE, departing the said southerly line and across the said 9.4720 acre tract the following six (6) courses and distances:

- 2) North 02°39'46" West, for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner in the arc of a non-tangent curve;
- 3) In a northeasterly direction along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 39.38 feet, an angle of 90°14'47", and a chord bearing North 42°12'49" East, for a distance of 35.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 4) North 02°54'34" West, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 5) In a northerly direction along the arc of a curve to the right having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of 18°55'37", and a chord bearing North 06°33'15" East, for a

distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;

- 6) North 16°01'03" East, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a northerly direction along the arc of a curve to the left having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of 06°48'46", and a chord bearing North 12°36'40" East, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the common line of the aforementioned Lots 461 and 468, from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots 461 and 468 and the northeasterly corner of the said 9.4720 acre tract bears North 02°45'50" West for a distance of 462.45 feet;
- 8) **THENCE**, South 02°45'50" East, along the common line of said Lots 461 and 468, passing at a distance of 387.55 feet a 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758, and continuing for a total distance of 417.55 feet to the **POINT OF BEGINNING** and containing 23,963 square feet (0.5501 acres) of land.

TRACT 2 – 8,055 SQUARE FEET (0.1849 ACRES)

COMMENCING at a "MAG" nail found marking the southeasterly corner of said Lot 461, the said 9.4720 acre tract and a future 0.5501 acre tract, being the southwesterly corner of Lot 468 of said Emigration Land Co. Subdivision and a called 233.54 acre tract described by deed recorded under B.C.C.F. NO. 2023036335, also being the northwesterly corner of Lot 469 of said Emigration Land Co. Subdivision and a called 5.00 acre tract described by deed recorded under B.C.C.F. NO. 2013013921, also being the northeasterly corner of Lot 462 of said Emigration Land Co. Subdivision and the said 233.54 acre tract, and being generally located within County Road 758 (based on a width of 40 feet by the plat of Emigration Land Co. and widened to 50 feet by easement recorded under Vol. 819, Pg. 409-B.C.D.R.), from which a 5/8" iron rod called for and found bears South 02°11' East for a distance of 4.35 feet;

THENCE, South 87°20'14" West, along the common line of said Lots 461 and 462 being the southerly line of said 9.4720 acre tract and the future 0.5501 acre tract and generally with said County Road 758 for a distance of 105.28 feet to a "MAG" nail set for the southwesterly corner of the future 0.55014 acre tract;

THENCE, North 02°39'46" West, with the westerly line of said 0.5501 acre tract for a distance of 40.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

THENCE, in a northeasterly direction with the westerly line of said 0.5501 acre tract along the arc of a curve to the left having a radius of 25.00 feet, an arc length of 5.14 feet, an angle of 11°47'00", and a chord bearing North 81°26'43" East, for a distance of 5.13 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, North 02°54'34" West, for a distance of 40.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;

- 2) **THENCE**, in a northerly direction along the arc of a curve to the right having a radius of 560.00 feet, an arc length of 184.99 feet, an angle of $18^{\circ}55'37''$, and a chord bearing North $06^{\circ}33'15''$ East, for a distance of 184.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 3) **THENCE**, North $16^{\circ}01'03''$ East, for a distance of 218.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the common line of the aforementioned Lots 461 and 468 from which a 1/2" iron rod called for and found marking the northerly common corner of said Lots and the northeasterly corner of the said 9.4720 acre tract bears North $02^{\circ}45'50''$ West for a distance of 410.41 feet;
- 4) **THENCE**, South $02^{\circ}45'50''$ East, along the said common line of Lots 461 and 468 for a distance of 52.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northerly corner of the aforementioned future 0.5501 acre tract, from which 5/8-inch capped iron rod stamped "BL" called for and found in the aforementioned northerly right-of-way line of County Road 758 bears South $02^{\circ}45'50''$ East for a distance of 387.55 feet;

THENCE, along the westerly line of the said future 0.5501 acre tract the following five (5) courses and distances:

- 5) In a southerly direction along the arc of a curve to the right having a radius of 460.00 feet, an arc length of 54.70 feet, an angle of $06^{\circ}48'46''$, and a chord bearing South $12^{\circ}36'40''$ West, for a distance of 54.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 6) South $16^{\circ}01'03''$ West, for a distance of 114.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 7) In a southerly direction along the arc of a curve to the left having a radius of 540.00 feet, an arc length of 178.38 feet, an angle of $18^{\circ}55'37''$, and a chord bearing South $06^{\circ}33'15''$ West, for a distance of 177.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of tangency;
- 8) South $02^{\circ}54'34''$ East, for a distance of 15.68 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking a point of curvature;
- 9) In a southwesterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 34.24 feet, an angle of $78^{\circ}27'47''$, and a chord bearing South $36^{\circ}19'19''$ West, for a distance of 31.62 feet to the POINT OF BEGINNING and containing 8,055 square feet (0.1849 acres) of land.

STATE OF TEXAS §
 §
 BRAZORIA COUNTY §

VENDING LICENSE AND INDEMNITY AGREEMENT

WHEREAS, Rob and Erin Fleischer created Texas Hometown Heroes, LLC. (“THH Vending” or “LICENSEE”) to support their son Collin Fleicher, who has autism; and

WHEREAS, stocking vending machines provides Collin a job with a learning experience to utilize the many skills he learned while participating in summer internships through the HEART Program at The Houston Food Bank; and,

WHEREAS, they have made a request for the City of Iowa Colony to allow placement of THH Vending machines in the lobby of the Police and Public Safety Building; and

WHEREAS, on March 3, 2025, the City Council voted to approve the request by Rob and Erin Fleischer of THH Vending for the placement of vending machines in the lobby of the Police and Public Safety Building; and

WHEREAS, the city council deemed it a municipal purpose to provide refreshments to citizens using the Police and Public Safety Building and to further the support of Collin, and therefore have waived any fees or compensation for this minimal use of city property; and,

WHEREAS, the City Council is agreeable to said project, subject to the execution of this non-exclusive Vending License and Indemnity Agreement;

NOW, THEREFORE, the City of Iowa Colony approves this Vending License and Indemnity Agreement with Licensee, in consideration of the promises, covenants, and conditions as follows:

1. Parties

1.01 The Parties hereto are the City of Iowa Colony (“CITY”) and Texas Hometown Heroes, LLC. (“THH Vending”) (“LICENSEE”). LICENSEE is a Healthier4U Vending affiliate.

2. License

2.01 License. The CITY hereby grants a non-exclusive license to LICENSEE and agrees to the placement of:

(a) A certain number and size of Healthier4U vending machines in the lobby of the Police and Public Safety Building.

(b) Final placement and number and size/type of machines shall be subject to final approval by

the city manager or his designee.

(c) This license is hereby granted for the Police and Public Safety Building lobby located at 3144 Meridiana Parkway, Iowa Colony, Brazoria County, Texas ("Property").

2.02 Use. The LICENSEE agrees that this license is based upon the stated use (placement and servicing of food and drink vending machines).

2.03 Term. The term shall be for one year beginning on date of city council approval and shall automatically renew annually without further action by either party. This License may terminate upon the cessation of said use by LICENSEE, or upon either side terminating for convenience by providing the other party with 30 calendar days written notice.

2.04 Fee. LICENSEE shall pay to the CITY no fee for the license to use the city property. The fee shall be \$0.00 dollars (\$00.00).

3. Conditions

3.01 The CITY and LICENSEE agree that the License is granted subject to the following conditions, terms and reservations:

- a) The LICENSEE must keep the machines well stocked. Restocking shall be done at times that will provide minimum disturbance to the use of the council chambers, such as when municipal court is in session.
- b) The LICENSEE must upkeep and maintain the machines.
- c) LICENSEE shall provide a visible phone number to call for users to complain or discuss malfunctions and such. In no way shall city staff be called upon to investigate malfunctions, lost money matters, etc.
- d) The LICENSEE must not create or allow any nuisances or insect infestation on the property.
- e) At such time as this License is expired, terminated or canceled, for any reason whatsoever, LICENSEE shall promptly remove all machines, and LICENSEE shall restore the premises in accordance with the requirements of the city manager. If LICENSEE fails to remove all machines, then the CITY shall have the right to do all work necessary or cause such machines to be removed and/or stored and assess the costs against LICENSEE and the CITY shall in no case be liable to LICENSEE.
- f) LICENSEE shall obtain and keep in place a general liability insurance policy of not less than \$500,000 in coverage and **shall name the City of Iowa Colony as an additional insured**. LICENSEE shall provide, or cause to be provided, in advance, notice to the CITY of ANY termination or change in coverage.

3.02 Temporary cessation. LICENSEE agrees to temporarily remove the machines at request of the CITY, if needed because of the CITY's temporary maintenance or construction activity within the property.

3.03 Permits. This license is subject to health laws and regulations, and all state and federal laws,

the provisions of The Charter of the City of Iowa Colony as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Iowa Colony now in effect or those which may hereafter be passed, adopted, or amended. The LICENSEE must apply for and receive any necessary vending machine permits from the pertinent City boards or departments.

4. Indemnity

4.01 To the fullest extent permitted by law, the LICENSEE, and each person, firm, corporation, association, or entity of any kind (hereinafter "person") performing any work or activity on behalf of LICENSEE, shall indemnify, defend, and hold the CITY harmless from any claim or liability associated with the activity permitted by this License.

The LICENSEE shall promptly defend, indemnify, and hold CITY harmless from and against all damages, costs, losses, or expenses:

(1) For the repair, replacement, or restoration of CITY's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and

(2) From and against any and all claims, demands, suits, causes of action, and judgments for:

a. Damage to or loss of the property of any person (including, but not limited to, the user, its agents, officers, employees, and subcontractors, and the CITY, its agents, officers, and employees, and third parties); and/or

b. Death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the user, the user's contractors, and the CITY's officers, agents, and employees, and third parties), arising out of, incident to, concerning, or resulting from, the negligent or willful acts or omissions of the user, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to the LICENSEE use of CITY's property. This indemnity provision is intended to include liability arising from CITY's alleged negligence, but only to the extent such liability arises out of a claim or claims that the CITY was negligent in authorizing the LICENSEE to use or occupy the public property or in failing to prevent the LICENSEE from acting in a negligent or wrongful manner.

c. For purposes of this indemnification provision, acts or omissions of the officer, agents, employees and contractors of the LICENSEE shall be considered the acts and omissions of the LICENSEE. The indemnity provision set forth above is solely for the benefit of CITY and is not intended to create or grant any rights, contractual or otherwise, to any other person.

4.02 LICENSEE shall never make any claim of any kind or character against the CITY for damages that it may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature.

It is LICENSEE's intention, and a condition of this license, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the CITY by reason of, or a consequence of having granted permission to LICENSEE to use and maintain the property. LICENSEE agrees to defend any and all suits, claims, or cause of action brought against the CITY on account of same and discharge any judgment or judgments that may be rendered against the CITY in connection herewith. Such indemnity shall apply on a proportional basis, where the claims, losses, damages, causes of action, suits or liability arise in part from the negligence of the CITY and in part from the act or omission of any representative, or employee of LICENSEE.

5. General Provisions

5.01 This Agreement constitutes the entire agreement between the CITY and LICENSEE. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

5.02 The phrases, clauses, sentences, paragraphs or sections of this license to use agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

5.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail, addressed as set forth below, or at such other address as may be specified by written notice:

CITY OF IOWA COLONY:

Attn: City Manager Office
3144 Meridiana Pkwy
Iowa Colony, TX 77583

LICENSEE:

Texas Hometown Heroes, LLC. ("THH Vending")
1311 Sandpiper Ct. S
Pearland, TX 77584
thhvending@gmail.com

5.04 The CITY and LICENSEE agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this License Agreement shall lie in a court of competent jurisdiction in Brazoria County, Texas.

Executed on this the _____ day of _____, 2025.

LICENSEE:

By: _____

Authorized signatory(ies)

Texas Hometown Heroes, LLC. (“THH Vending”)

Executed on this the _____ day of _____, 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

Kayleen Rosser, City Secretary



Location Agreement

The parties to this agreement are:

Location Name		Phone	
Location Address			
Contact Name		Email	

and Healthier4U Vending Affiliate:

Business Name	THH Vending	Phone	281-455-1793
Address	1311 Sandpiper Ct, Pearland TX 77584		
Contact Name	Rob & Erin Fleischer	Email	thhvending@gmail.com

Terms and Conditions

1. Location hereby agrees to allow placement of a Healthier 4 U Snack and Drink Machine on the business premises.
2. It is mutually agreed that the machine shall remain at the said location if it is satisfactory to both parties
3. This Agreement may be terminated by either party at any time, upon reasonable notice (30 days).
4. The location is not to be held responsible for any losses due to fire, theft, vandalism etc.
5. Service representative agrees to service the machine on a regular basis, and to provide all maintenance and repairs needed.

Location Rep. Signature / Date

H4U Affiliate Signature / Date

MEMORANDUM

Date: February 26, 2025
To: Planning and Zoning Members
Mayor Kennedy & City Council Members
From: Dinh V. Ho, P.E.
RE: Sunset Prairie – Plan of Development
Staff's Summary and Recommendations
CC: Robert Hemminger Kayleen Rosser

META Planning and Design, on behalf of Majestic Developers, submitted the Sunset Prairie Plan of Development. The tract is comprised of approximately 38.38 acres of land, located south of Cedar Rapids Parkway and west of Ruth Road. The tract is currently within the unincorporated Brazoria County and Iowa Colony ETJ. The plan is to for the tract to be developed into a master planned community consisting of single family residential and commercial development. Below is a summary of the proposed +/-38.38 acres Maple Farms and Staff's recommendations.

1. Total acreage: +/-38.38 acres. The property is located within the City of Iowa Colony ETJ.
2. Annexation of the property into the city limits is subject to the approval of POD and any Development Agreement.
3. The development includes creation of a Public Improvement District.
4. Land plan summary:
 - a. Single Family Residential:
 - i. Maximum 102 - 50' X 120' single family residential lots.
 - b. 5.4 acres of Commercial Reserve
 - c. 2.1 acres of Park area.
5. Major Roadway Improvements
 - a. Cedar Rapids Parkway
6. Open Space Plan:
 - a. Parks and Open Space: +/- 2.1 acres
 - b. ¼ mile radius service area to cover all neighborhoods
 - c. Extensive network of sidewalks and pedestrian trail system.

Staff Recommendations:

Based on staff review, the proposed development is consistent the development of Single-Family Residential within nearby development with the following conditions:

1. *Developer shall be responsible for improvements of Cedar Rapids Parkway along the boundary or provide payments for improvements.*

Sunset Prairie Plan of Development

Submitted to:

The City of Iowa Colony

February 2025

Prepared for:

Majestic Development

Prepared by:



Plan of Development

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Plan of Development

I. INTRODUCTION**A. Summary**

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

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

B. Purpose of the Project

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

C. Project Location

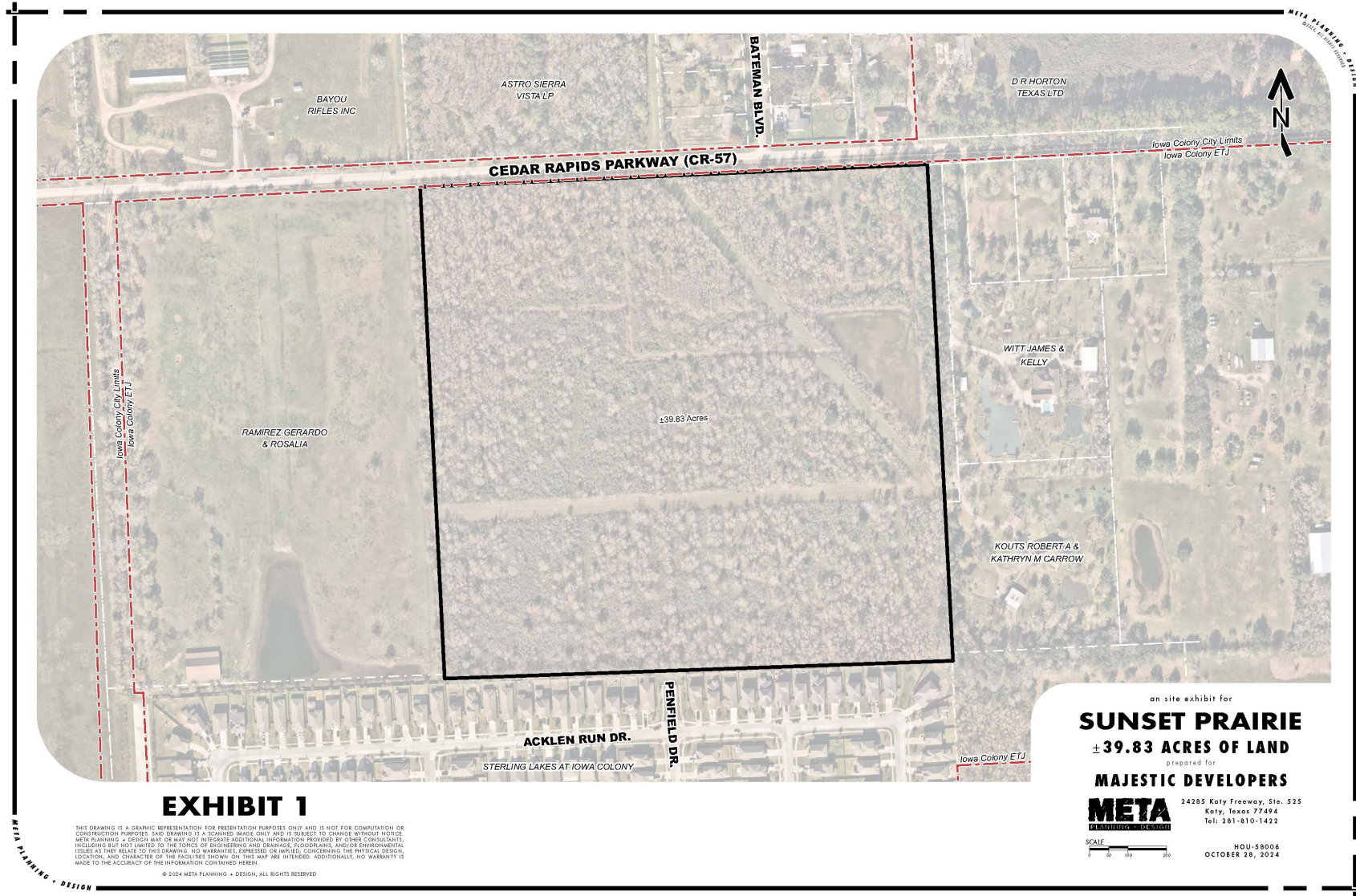
The Project is located south of Cedar Rapids Parkway in Brazoria County, north of County Road 56, between State Highway 288 on the east and FM 521 on the west.

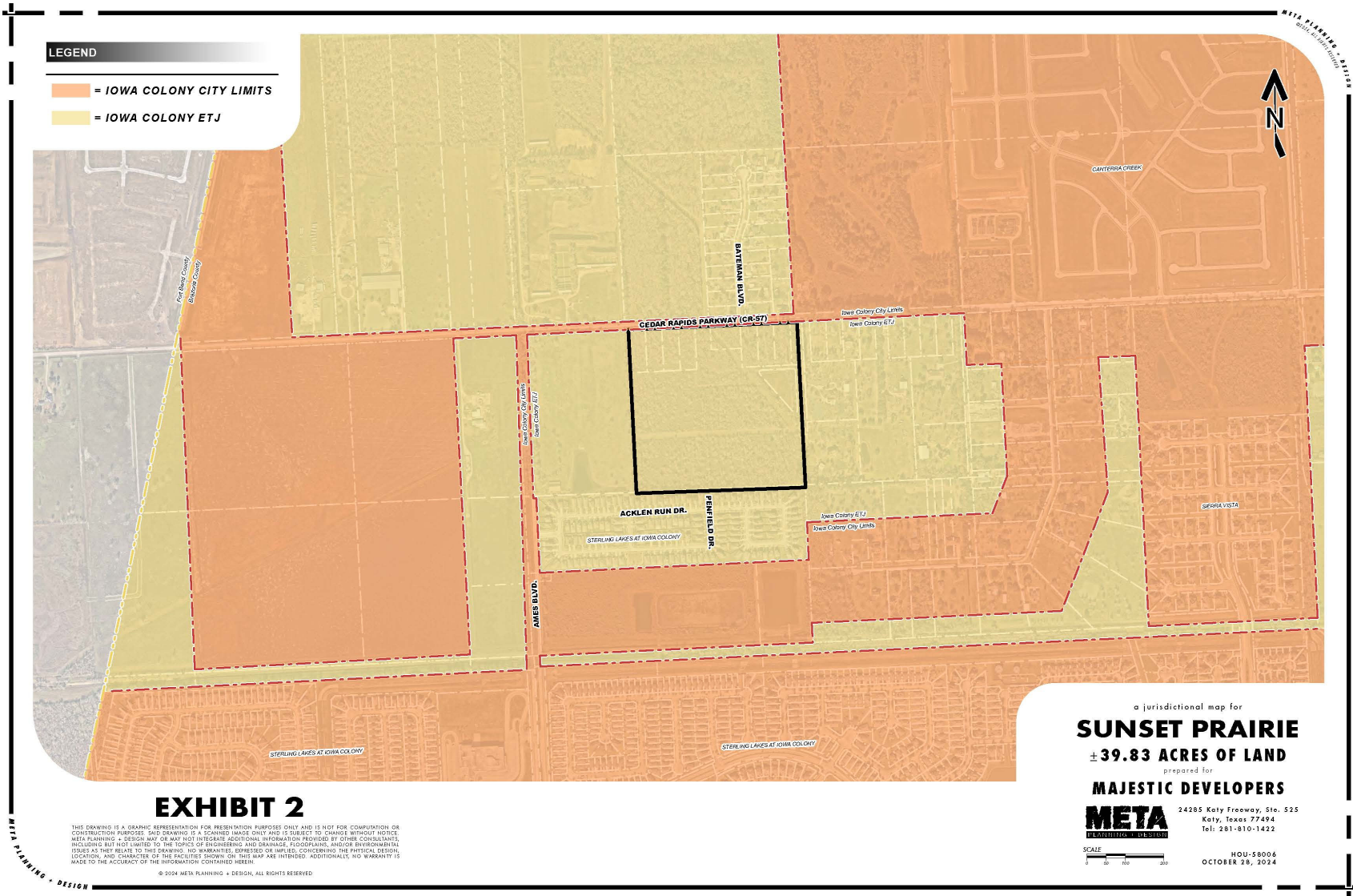
D. Surrounding Land Use

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

E. Existing Site Conditions

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





Plan of Development

II. DEVELOPMENT PLAN**A. Purpose & Intent**

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

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

B. Goals & Objectives

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

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

1. Establish a Strong Community Character

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

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

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

2. Increase Availability of Housing

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

3. Ensure Quality Development

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

Plan of Development

4. Optimized Site Layout

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

5. Enhanced Open Space Utilization

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

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

C. Zoning/Land Use Plan**1. Proposed Uses & Densities**

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

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

Plan of Development

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

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

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

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

D. Benefits to the City of Iowa Colony

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

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

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

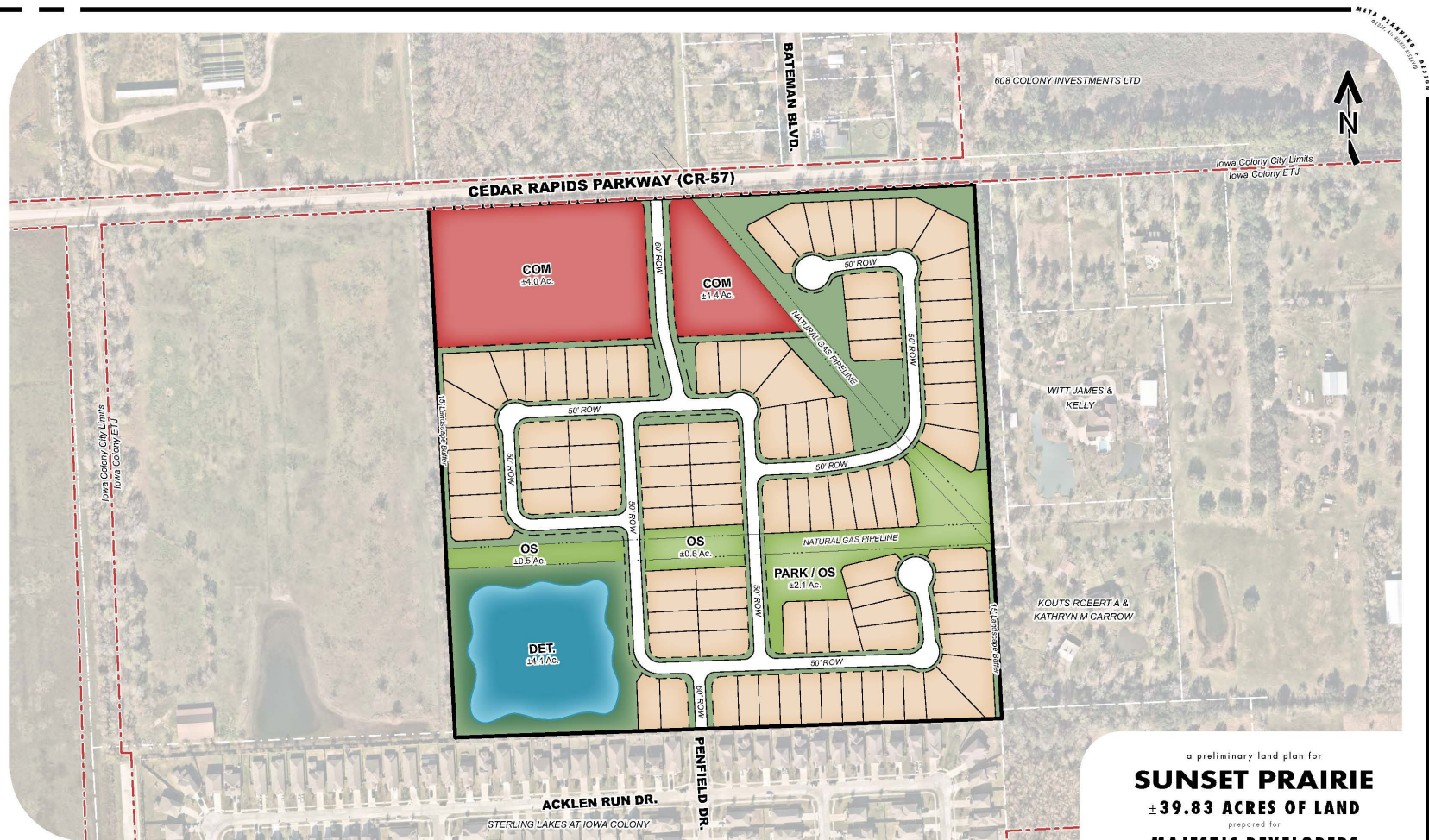


EXHIBIT 3

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LOT SUMMARY

50'x120'	102 LOTS	100%
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TOTAL 102 LOTS

a preliminary land plan for

SUNSET PRAIRIE

±39.83 ACRES OF LAND

prepared for

MAJESTIC DEVELOPERS

META
META PLANNING + DESIGN

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

SCALE
0 50 100 200

HOU-58006
OCTOBER 26, 2024

Plan of Development

E. Transportation

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

1. Existing Access Circle

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

2. Street Hierarchy

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

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

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

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

TABLE 1		
Section 6.3.1: Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of- Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Local Street	50 feet	28 feet
Neighborhood Collector	60 feet	28 feet

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

4. Street Design Criteria

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

Plan of Development

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

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

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

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

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

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

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

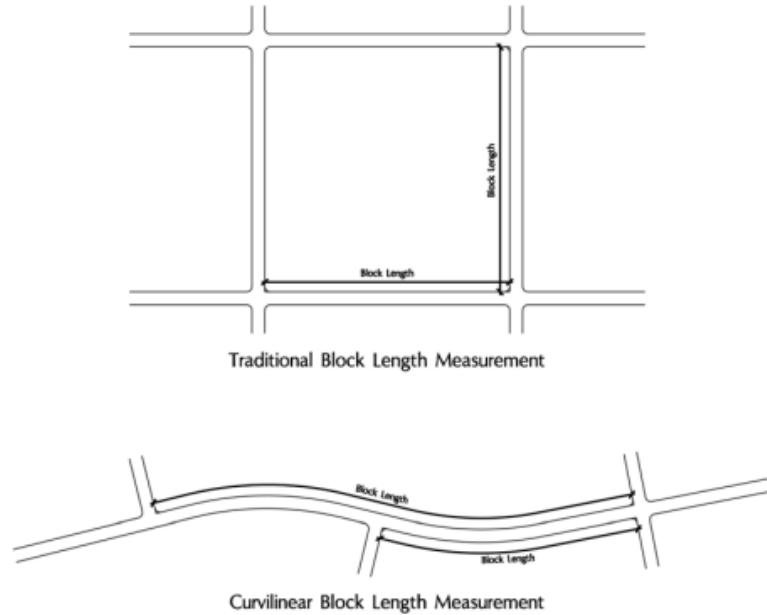
Curves along local streets shall have a minimum centerline radius of 100 feet, with the exception of corner or L-Type turns, which shall have a minimum radius of 50 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet.

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

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

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

Plan of Development



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

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

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

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

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

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

5. Street Sidewalks

Plan of Development

Sidewalks shall be provided in accordance with the following schedule:

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

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

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

6. Traffic Signalization

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

F. Parks, Open Space & Trails

1. Parks & Open Space

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

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

Plan of Development

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

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

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

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

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

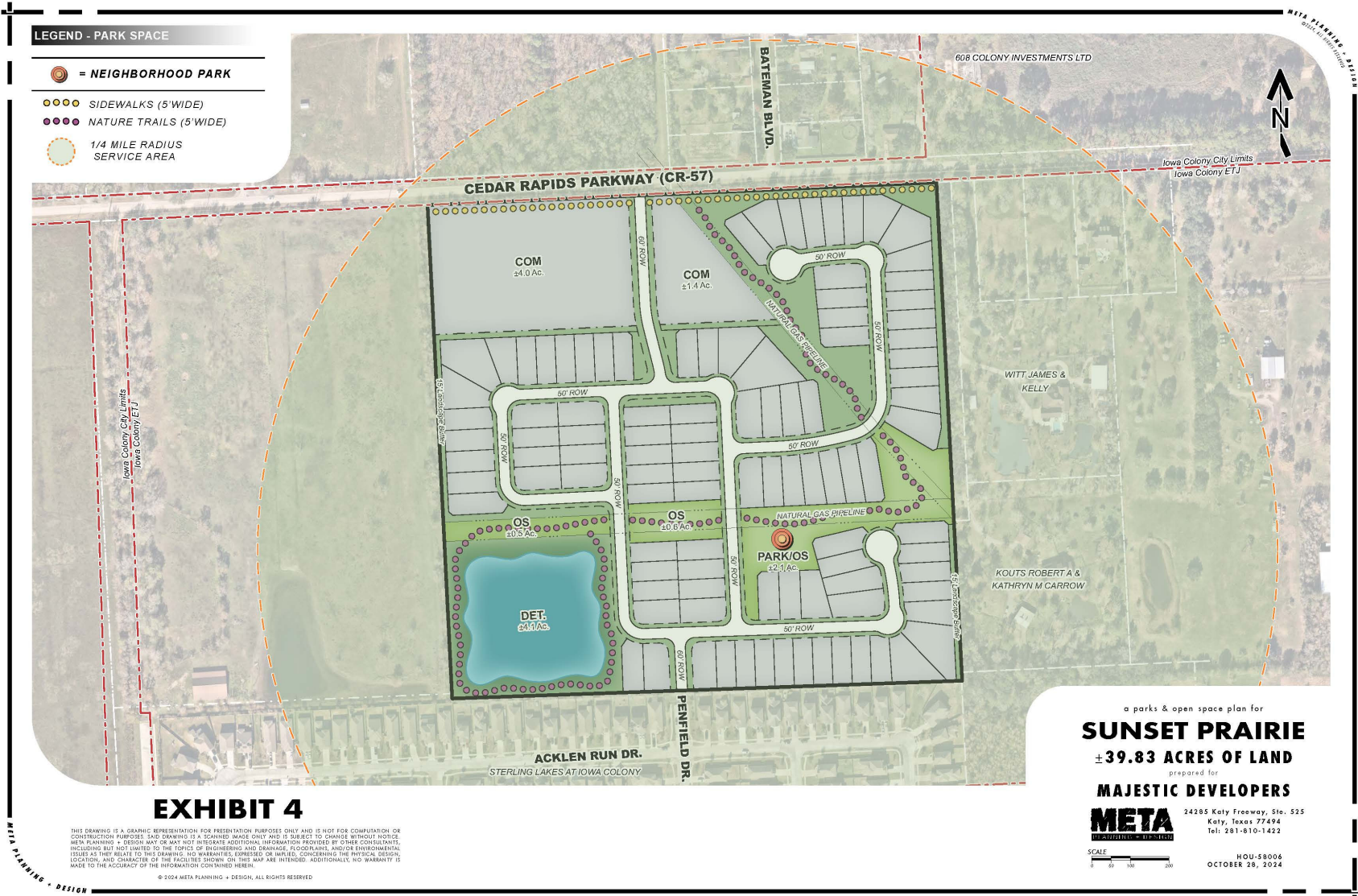
2. Trails

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

3. Tree Preservation

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

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



Plan of Development

G. Infrastructure**1. Water and Wastewater**

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

2. Storm Drainage & Detention System

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

3. Flood Plain Management

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

4. Other Utilities

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

5. Schools

The Project is located within the Alvin Independent School District.

6. Homeowner's Association & Architectural Review Committee

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

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

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

Plan of Development

III. DEVELOPMENT REGULATIONS**A. Purpose & Intent**

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

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

B. General Provisions**1. Applicability**

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

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

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

2. Additional Uses

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

3. Non-Conforming Land Uses

Plan of Development

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

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

4. Non-Conforming Structures

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

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

5. Existing Utilities

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

6. Pipelines

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

7. General Development Plan

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

Plan of Development

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

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

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

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

8. Mass Grading & Construction of Detention

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

9. Temporary Uses

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

- Sales office
- Construction office
- Construction/storage yards

Plan of Development

- Construction roads
- Fencing
- Water pumps and ponds

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

10. Design Guidelines

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

11. Lighting

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

12. Screening and Fencing

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

13. Architectural Standards

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

C. Development Standards**1. Traditional Single Family Residential (TSFR)**

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

Permitted uses: Accessory structures

Plan of Development

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 6,000 square feet

Minimum Lot width: 50 feet at the building setback line

Minimum Setbacks:

Front: 20 feet*

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

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

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

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

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

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

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

Minimum Pipeline* Setbacks:

Measured from Pipeline: 20 feet

Measured from Easement: 0 feet

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

2. Commercial (C)

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

Permitted uses:

- Abstract or title company
- Advertising agency
- Antique store
- Art gallery
- Arts and crafts store
- Automobile repair, minor, no outside work or storage
- Bakery
- Banks and financial institutions, including drive-through and outdoor ATM facilities
- Barber or beauty shop
- Bookstore
- Cafeteria
- Candy store
- Catering
- Cellular phone sales and repair store
- Childcare facilities
- Clothing store (no re-used clothing)
- Collection agency

Plan of Development

Computer sales and repair store

Community centers

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

Dance studio

Delivery service

Dental clinic

Department store

Drafting service

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

Dry cleaning storefront, but not dry-cleaning plant

Electronic sales and repair store

Entry features & monuments

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

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Hotels

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

Plan of Development

Locksmith

Medical clinic

Medical supply store

Minor utilities

Mixed uses

Mortgage company

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

Musical instrument store

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Personal services

Pharmacy

Professional office

Public Facilities

Public safety site

Radio sales and repair

Radio studio (excluding tower)

Record and tape store

Recreational Facilities

Religious assembly

Restaurants and taverns, with or without drive-through facilities

Shoe store and repair shop

Sporting goods store

Studio (art, music or photo)

Taxidermist

Tailor

Plan of Development

Temporary uses

Toy store

Travel agency

Tree farms

Video arcade

Non-Permitted uses:

Auction

Billboards

Cemeteries

Feed store

Kennel (commercial)

Massage parlors

Pawn shop

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

Sexually oriented businesses

Storage warehouse

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 10 feet

Corner: 10 feet

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

Plan of Development

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

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

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

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

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

3. Parks & Open Space (P-OS)

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

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

Plan of Development

Minimum Lot depth: None

Minimum Setbacks:

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

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

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

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

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

Plan of Development

6. Parking

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

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

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

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

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

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

Plan of Development

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

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

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

Plan of Development

D. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plan of Development

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

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

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

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

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

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

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

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

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

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

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

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

Plan of Development

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

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

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

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

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

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

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

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

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

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

Neighborhood – A collection of compatible subdivisions.

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

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

Plan of Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plan of Development

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

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

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

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

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

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

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

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

Plan of Development

IV. GENERAL ADMINISTRATION & AMENDMENTS**A. Purpose**

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

B. Changes to the Code of Ordinance

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

C. Variances from the Subdivision Ordinance

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

D. Variances from the Design Manual

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

TABLE 5
Subdivision Ordinance Variances

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

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

TABLE 6

Unified Development Code Variances

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

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

TABLE 7
Zoning Ordinance Variances

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

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

TABLE 8
Engineering Design Criteria Manual Variances

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

Plan of Development

E. Interpretation

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

F. Administrative Approval

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

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

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

Plan of Development

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

G. Substantial Change

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

H. Fees

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

I. Sales Tax Sourcing

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

J. Noncompliance

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

K. Expiration

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

RESOLUTION NO: _____

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

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

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

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

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

1. That Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) program contract #24-065-009-E166 is hereby revised by the City of Iowa Colony.
2. That the total work to be performed will address drainage improvements to Iowa Colony Blvd. and Chocolate Bayou West Fork Tributary.
3. That the contract be for \$958,000.00 of grant funds to provide for drainage improvements to Iowa Colony Boulevard and Chocolate Bayou West Fork Tributary.
4. The City of Iowa Colony is allocating additional local contribution in the amount of **\$842,757.85** for construction of the CDBG-MIT Regional MOD project bringing total local contributions to \$931,437.85.
5. That the total project cost is **\$1,890,237.85** to include construction, engineering, and administration services.
6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

READ, PASSED AND ADOPTED ON _____, 2025.

WIL KENNEDY, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS



City Council Agenda Item Request Form

Item 24.

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

Date: 04/08/2025

Department Making Request: 20 - Police

Person Making Request: Sgt. Allen King

Item Type: Ordinance

Budgeted? NO

Cost:

If budgeted, identify account:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Short Description:

Consideration and possible action to amend Ordinance 2024-09, adopting a budget for the city for the fiscal year beginning October 1, 2024.

Explanation/Justification Details:

We are requesting a budget amendment to upgrade the Iowa Colony Police Department's uniforms to enhance officer safety, professionalism, and department efficiency. Our current uniforms have reached a point where replacement is necessary due to normal wear and tear, as well as evolving department needs.

Justification for Upgrade:

1. Durability & Professionalism – The proposed uniforms are made with higher-quality materials that provide better durability and a more professional appearance.
2. Officer Safety & Comfort – Upgraded uniforms will improve officer mobility, comfort, and safety, especially in high-risk situations.
3. Consistency & Department Image – Standardized uniforms will maintain a professional image that aligns with our growing department and community expectations.

Budget Amendment Request:

Total Requested Amount: \$20,000.00

Funding Source: Over the past 6 months the Crime Control and Prevention District has collected considerably more than projected and the funds will come from this overage. This item has been presented to and approved by the CCPD Board of Directors.

Requestor Signature: **Allen King**

Digitally signed by Allen King
Date: 2025.04.08 14:42:53 -05'00'

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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

225

<u>Item</u>	<u>Unit Price</u>	<u>Units Requested</u>	<u>Total</u>
Midnight Navy Daily Wear Shirt	71.88	54	3,881.52
Embroider Collar "P.D."	13.75	54	742.50
Embroider "Name"	7.50	54	405.00
Embroider "Badge"	10.50	54	567.00
		Total	\$5,596.02
Midnight Navy Daily Wear Pant	81.24	54	\$4,386.96
Winter Coat (Inner and Outer)	235.50	18	4,239.00
Heat Seal "POLICE"	12.50	54	675.00
		Total	\$4,914.00
Traffic Vest "POLICE"	64.59	18	\$1,162.62
Raincoat (Reversible)	83.39	17	1,417.63
Heat Seal "POLICE"	12.50	34	425.00
		Total	\$1,842.63
Bullet Resistant Vest	1,295.97	8	10,367.76
Shoulder Patches	2.75	300	825.00
		Grand Total	\$18,727.23


CX360 Elbeco Short Sleeve Shirt (Midnight Navy)

Fabric: 100% Polyester with 16% 4-Way Stretch

Weight: 4.5 oz./sq. yard



UV protection – UVF 50
 Concealed front zip closure
 Flex underarm mesh vents for added ventilation and motion
 Comms wire pass through under shoulder strap
 Mic loop on front placket accommodates mic clip or g
 Permanent creases ensure clean lines
 Stretch wrinkle-free fabric provides all-day comfort
 Machine washable



CX360 Elbeco 5 Pocket Pant (Midnight Navy)

Material: 100% Polyester with 16% 4-Way Stretch, Weight: 6.3 oz.
 Nano Fluid Repellency technology allows fluids to bead up and roll
 Wrinkle-free, anti-pill fabric for a polished look
 5 Pockets including:
 Notched front pockets with reinforced bottom to hold a clip knife
 Left pocket has a security pocket set in the pocket bag closed with zipper
 Cellphone pocket on the wearer's left side
 Closure: Brass spring snap with a gun metal finish snap cap
 5 Belt Loops: 1" wide of double thickness with stitching on a face s
 from each edge
 Waistband: Covert expandable waistband with 2" stretch
 Gusseted crotch for enhanced mobility and comfort



71DX1 Gerber Thriller SX Reversible Coat w/Soft

Waterproof / Breathable, Reversible jacket
 BioTex Blood Born Pathogen Resistant Barrier ASTM
 ANSI 107:2010 Class 3 Compliant
 Black Edge Reflective trim
 Patch pleat pocket w/ scalloped flaps
 Set in Hand Warmer Pockets on Lime Yellow Side



Concealable hood stows in zippered pocket in collar
 Stand Up collar
 Removable SX Soft Shell Liner / Jacket can be worn or zipped in for warmth
 Waterproof soft shell outer fabric
 Crushed fleece interior for warmth



Hi-vis yellow breathable background fabric is fade resistant
 Hi-contrast SCOTCHLITE™ stripes for day/night visibility
 Breakaway design comes apart at shoulders and waist to prevent entanglement with car mirrors and attackers
 360 degree reflective coverage
 Has black "POLICE"; lettering front and back
 Front and rear accommodate two rows of custom lettering
 Improved adjustable hook and loop side openings
 Microphone tabs on both sides
 Pencil holders on both front cross straps
 340 is ANSI 107-2010 Class II CERTIFIED version (2



586MFL-HIVS Liberty Reversible Rain Coat

FABRIC: 100% polyester
 Waterproof back coating and sealed seams
 Reversible fluorescent yellow to black
 Light weight for comfort
 Generously cut body and sleeves
 Removable and reversible hood with visor and draw cord
 Snap front with hidden zipper
 ANSI 3 compliant. 2" silver reflective tape around body and over shoulder on the fluorescent yellow side
 Two "pass through" slash pockets
 Badge eyelets on both sides
 Adjustable sleeve snaps



Point Blank Hi-Lite Body Armor

Material:

Lightweight, durable microfiber outer material with optional ballistic panels
 Protection Level: Provides NIJ .06 Level II ballistic protection when paired with the corresponding ballistic systems, defending against handgun rounds and ballistic fragments
 Weight: Lightweight without ballistic panels (exact weight depends on size and configuration)

Compatibility:

Compatible with Trauma inserts and SPEED plates
 Includes a top external loading internal plate pocket with a profile hook/loop closure

Comfort Features:

Split-shoulder design for easy access to adjustment points
 Anti-microbial and moisture-wicking mesh liner for breathability

Adjustability:

Self-Suspending Ballistic System (SSBS) helps prevent movement and sagging, maintaining optimal placement of the ballistic panels
 Split shoulders and elastic side straps allow for easy adjustments, ensuring a secure and comfortable fit

Certifications & Ratings

NIJ 0101.06 Ballistic Options available at Level II, meets or exceeds
 Compliant with anti-microbial and moisture-wicking performance standards for comfort and hygiene

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IOWA COLONY POLICE DEPARTMENT

Item 24.

3144 Meridiana Parkway
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

To: Iowa Colony Crime Control and Prevention District

From: Aaron I. Bell, Chief of Police

Date: March 24, 2025

Subject: Police Uniform Upgrade and Budget Amendment Request

We are requesting a budget amendment to upgrade the Iowa Colony Police Department's uniforms to enhance officer safety, professionalism, and department efficiency. Our current uniforms have reached a point where replacement is necessary due to normal wear and tear, as well as evolving department needs.

Justification for Upgrade:

1. **Durability & Professionalism** – The proposed uniforms are made with higher-quality materials that provide better durability and a more professional appearance.
2. **Officer Safety & Comfort** – Upgraded uniforms will improve officer mobility, comfort, and safety, especially in high-risk situations.
3. **Consistency & Department Image** – Standardized uniforms will maintain a professional image that aligns with our growing department and community expectations.

Budget Amendment Request:

- **Total Requested Amount:** \$20,000.00
- **Items Included:** Elbeco Short Sleeve Shirts (54), Elbeco 5 Pocket Pant (54), Gerber Thriller Reversible Winter Coat (18), Blauer Breakaway Safety Vest (18), Liberty Reversible Raincoat (18), Point Blank Body Armor (8), Embroidery, and Shoulder Patches
- **Funding Source:** Over the past 6 months the Crime Control and Prevention District has collected considerably more than projected. BuyBoard Contract 670-22

I believe this upgrade will positively impact both officer morale and community perception. I appreciate your consideration of this request and look forward to discussing it further at your convenience.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING ORDINANCE NO. 2024-09, THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE CITY OF IOWA COLONY, TEXAS; APPROPRIATING FUNDS FROM THE CRIME CONTROL AND PREVENTION DISTRICT FOR THE IOWA COLONY POLICE DEPARTMENT TO UPGRADE OFFICER UNIFORMS; PROVIDING FOR SEVERABILITY, WITH RELATED PROVISIONS

WHEREAS, Ordinance No. 2024-09, approving the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the Iowa Colony Police Department has identified a need to upgrade officer uniforms to enhance officer safety, professionalism, and overall department efficiency; and

WHEREAS, funding for the uniform upgrade has been approved by the Board of Directors of the Iowa Colony Crime Control and Prevention District; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to amend the current budget to appropriate said funds from the Crime Control and Prevention District for this purpose;

NOW THEREFORE, BE IT ORDAINED 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 Ordinance are hereby found to be true and correct and are adopted as part of this Ordinance.

SECTION 2. Ordinance No. 2024-09, adopting the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is hereby amended to appropriate an amount of \$20,000 from the Iowa Colony Crime Control and Prevention District Fund to the Iowa Colony Police Department Uniform Upgrade Initiative.

SECTION 3. That the City Council directs the City Manager or his designee and the Finance Department to take all necessary actions to implement this budget amendment and to ensure the upgraded uniforms are procured in accordance with all applicable policies and regulations.

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

SECTION 5. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Section 551.001, et seq., of the Texas

Government Code, and that advance public notice of the time, place and purpose of said meetings was given.

SECTION 6. That this ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THE 14th DAY OF APRIL 2025.

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING ON THE _____ DAY OF _____ 2025.

CITY OF IOWA COLONY

By: _____
WIL KENNEDY, MAYOR

ATTEST:

KAYLEEN ROSSER,
CITY SECRETARY

ORDINANCE NO. _____

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

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

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

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

Sec. 30-62. - Freestanding signs.

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

(6) Additional regulations.

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

AMENDING TO READ AS FOLLOW:

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

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

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

(6) Additional regulations.

e. Electronic Off-Premises signs may be constructed along State Highway 288 or State Highway 6 in the city's jurisdiction pursuant to a development agreement between the parties and with a certification that such Sign shall comply with applicable TXDOT regulations relating to spacing and lighting.

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

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

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

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

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

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

Sec. 30-68. Electronic signs.

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

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

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

SECTION 2. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

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

SECTION 4. That it is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING ON THE 14TH DAY OF APRIL 2025.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY OF MAY 2025.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY



CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Item 26.

Friday, April 11, 2025
5:00 PM

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

Phone: 281-369-2471

• Fax: 281-369-0005 •

www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 11th day of April 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 5:00 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 at 5:00 P.M.

CITIZEN COMMENTS

There were no comments from the public.

EXECUTIVE SESSION- 5:01 P.M.

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

1. Discussion and deliberation on Interim City Manager applications and interviews.

POST EXECUTIVE SESSION- 7:49 P.M.

ITEMS FOR CONSIDERATION

2. Consideration and possible action on Executive Session matters.

There was no action taken.

ADJOURNMENT

The meeting was adjourned at 7:49 P.M.

APPROVED THIS 12TH DAY OF MAY 2025

Item 26.

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





CITY COUNCIL WORKSESSION MINUTES

Item 27.

**Monday, April 14, 2025
5:00 PM**

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

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 14th day of April 2025, the City Council of the City of Iowa Colony, Texas, held a worksession at 5:00 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
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 work session to order at 5:00 P.M.

CITIZEN COMMENTS

There were no comments from the public.

ITEMS FOR DISCUSSION

1. Discussion on introduction of new staff members.
Chief Bell introduced Kevin Baker as a new patrol officer and Sabrina Wilder as a new telecommunications operator. Albert Cantu introduced Bryant Armstrong as a new animal control officer. Robert Hemminger introduced Bonita Hall as our interim HR manager.
2. Discussion on a presentation of the results of the 2024-25 salary survey and recommendations.
Annette Hofer with Logic Compensation Group provided a presentation of the results of the 2024-25 salary survey and recommendations.
3. Discussion on FY2025-26 Budget Calendar
Robert Hemminger provided an overview of the upcoming budget calendar.
4. Discussion on a Utility Fund Capital Investments Plan (CIP), updating the city's impact fees, and potential grant opportunities.

City Engineer, Dinh Ho provided an overview of the Capital Investments Plan, including updating the city's impact fees and potential grant opportunities.

Mayor Kennedy called to recess at 6:15 P.M. The City Council reconvened at 6:26 P.M.

5. Discussion on zoning matters related to large lot subdivisions.

Robert provided an overview of the current ordinance and issues related to the ordinance and asked for council feedback. Councilmember Varlack asked if we can specifically address Magnolia Bend and not change the whole ordinance. He asked if we can study the specific land uses and potentially adjust the ordinance to accommodate the large lots. He wants to maintain consistency. He mentioned getting with the Planning and Zoning Committee to discuss the impact of those changes. Dinh Ho stated that Magnolia Bend does fall under the subdivision ordinance. Councilmember Hargroder asked that staff make sure they are able to get a brush truck around the structures. She recommends a 15ft. setback.

6. Discussion on zoning issues related to 24-hour business operations.

Robert mentioned that the intent is to get feedback and guidance for staff. The staff has done some research and the surrounding cities did not have the regulations that we currently have in our zoning ordinance regarding 24-hour operation. Robert read aloud the current regulations. There have been convenience store owners that have expressed issues with the current regulations. Mayor Pro Tem asked Chief Bell if the staff can handle the businesses being open 24 hours. Chief Bell responded that he does not see this being an issue. Robert provided the option to eliminate certain regulations within the ordinance to not make it so restrictive.

7. Discussion on a policy regarding the sale or disposition of surplus property.

Robert stated that the policy was provided in the council packets.

ADJOURNMENT

The work session was adjourned at 6:51 P.M.

APPROVED THIS 12TH DAY OF MAY 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor





CITY OF IOWA COLONY

CITY COUNCIL MEETING MINUTES

Item 28.

Monday, April 14, 2025
7:00 PM

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

Phone: 281-369-2471

Fax: 281-369-0005

www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 14th day of April 2025, the City Council of the City of Iowa Colony, Texas, held a meeting at 7:00 P.M. at the Iowa Colony City Council Chambers, there being present and in attendance the following members to wit:

Mayor Wil Kennedy
Mayor Pro Tem Marquette Greene-Scott
Councilmember Arnetta Murray
Councilmember McLean Barnett
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 7:00 P.M.

INVOCATION

Roland Hendricks prayed aloud.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance and Texas Pledge were recited.

SPECIAL PRESENTATIONS & ANNOUNCEMENTS

Reserved for formal presentations and proclamations.

1. Proclamation declaring Fair Housing Month

Mayor Kennedy proclaimed April as Fair Housing Month.

2. Proclamation declaring National Public Safety Telecommunicators Week

Mayor Kennedy proclaimed the 2nd week of April National Public Safety Telecommunicators Week and presented the Proclamation to Sergeant Allen King on behalf of the Telecommunicators.

3. Proclamation declaring National Day of Prayer

Mayor Kennedy presented the National Day of Prayer Proclamation to Roland Hendricks.

4. Proclamation declaring Bike Safety Month

Mayor Kennedy proclaimed May as Bike Safety Month.

The City Council presented City Manager Robert Hemminger with a Plaque acknowledging his retirement.

CITIZEN COMMENTS

Commissioner Matt Glaves with ESD NO. 3 had a discussion with Mayor Kennedy and Councilmember Varlack. He stated that the district works hard to serve the citizens of Iowa Colony. The building next door to City Hall houses Fire and EMS. They have invested about 12 million dollars in the last couple years for engines and items that Chief Walters has asked for in the last five years have been purchased. In regard to the upcoming tax proposition on the ballot they are currently operating on a property tax that allows \$.10 to the district. They are only charging .007459 per hundred. Proposition A is about sales tax. After speaking with the Mayor and Councilmember Varlack he spoke with the district's attorney, and they are willing to share cost shared agreements for what is not annexed for the City of Iowa Colony. With that being said, for the next six years if the ESD gets anything that is not in the city limits that hasn't been annexed, they will split 50/50 with the city.

Brenda Dillon; 4402 Bullard Parkway; Mrs. Dillon has lived in the city for almost 15 years, and she wants to thank Robert for everything he has done for the city including the relationships he built and the contracts that were straightened out. She knows that when changes come in administration it tends to have a drill down effect. She asked City Council to make sure that when they go to select a City Manager that it is not based on nepotism or someone's buddy. We need to put a person that is highly qualified for the position. She knows change is inevitable, but City Council will be held accountable to make the right decisions and changes are made during elections. City Council will be held accountable to make sure the person that is hired is reputable and they are a person of good character. She will be very upset if that change tends to trickle down and other individuals that have been here are no longer in place.

Brian Roberson; 14210 Imperial Wood Lane; He thanked Iowa Colony for being a good neighbor to Rosharon. He thanked Robert on behalf of the Alphas of Brazoria County for allowing them to partner with the city and adopt the city park. There is an election coming up for Alvin ISD School Board on May 3rd. The early voting period is April 22nd through the 26th, as well as on April 28th and 29th from 8 A.M. to 5 P.M. He is running for Position 4, for the AISD school board. His educational experience includes a Masters degree from Lamar University working on his doctoral degree from Baylor University in educational leadership. He stated that he advocates for school funding, enhanced safety measures, expanding stem programs, as well as community partnerships. He wants to make sure that all communities that fall under the district are represented. He provided examples of how he has been involved.

T'Liza Kiel is a resident of Sterling Lakes. She is running for Alvin Independent School District School Board Position No. 5. She provided reasons why she is running for this position including she hasn't had the opportunity to work in Brazoria County as she travels for her day job. She has multiple degrees. She is a combat army veteran with the military.

Curtis Olsen congratulated Robert on his retirement. He appreciates City Council working on the ordinances as discussed. He stated there is a conflict between the 2006 ordinance and the 2014 ordinance has two different setback line regulations. The variance he requested was in line with the 2014 ordinance as he was asking for 5ft.

Fire Chief Josh Walters appreciates Robert and his friendship with the Fire Department. He provided him with a patch and coin from the Fire Department. He thanked Councilmember Barnett for all his help with

the weather updates for the Fire Department. He also provided him with a hat and patch as a token of gratitude. He stated that there is nothing purer than the heart of a volunteer. The Fire Department looks forward to the continued work with the city.

Nikki Brooks thanked Councilmember Barnett for his service in the community. She asked how to go about getting questions answered in regard to the ESD proposition on the ballot as well as the MDD proposition.

Matthew Isenberg asked about having a line item identified for the filtration system regarding the annual cost. He asked about possible late hours for convenience stores. He would like to see more entertainment venues for the young community. He is running for City Councilmember Position 1.

Mayor Kennedy called to recess into Executive Session at 7:45 P.M. The City Council returned from Executive Session and back into Open Session at 8:52 P.M.

PUBLIC HEARINGS

5. Hold a public hearing for a sign variance regarding the overall size of the primary and secondary signs located within Creekhaven Subdivision.

Mayor Kennedy opened the public hearing at 8:52 P.M. Jaime Pujal from Fulshear, Texas on behalf of the applicant requesting the variance. He explained the reasoning for the variance to the size of the monument sign including visibility, economic support, and minimal impact of surroundings. Curtis Olsen reminded everyone the reason he was denied the variance he requested was to not open the additional flood gates for additional variances. Douglas Chumley asked if the placement of this sign is similar to the Sierra Vista signage in proximity to Highway 288. Mayor Kennedy closed the public hearing at 9:00 P.M.

ITEMS FOR CONSIDERATION

6. Consideration and possible action to appoint members to the Teen Advisory Board and Historical Committee.

Motion made by Councilmember Boyce to appoint Dennis Mahoney, Helen Ogwara, Lianah Hasan, Madison Boyce, and Zeinah Hasan to the Teen Advisory Committee, 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

Motion made by Mayor Kennedy to appoint Katie Smith, Carolyn Bowen, Megan Kehr, Tisha Holman, and Terry Hayes to the Historical Committee, 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

7. Consideration and possible action on a policy related to the sale or disposition of surplus property.

Motion made by Mayor Kennedy to approve a policy related to the sale or disposition of surplus city property, 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

8. Consideration and possible action on a conveyance agreement with Brazoria County MUD 55 for water and wastewater systems.

Motion made by Councilmember Hargroder to approve a conveyance agreement with Brazoria County MUD 55 for water and wastewater systems, Seconded by Councilmember Varlack.

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

9. Consideration and possible action on an ordinance amending the FY2024-25 Crime Control and Prevention District budget.

Motion made by Councilmember Murray to adopt an ordinance on first reading amending the FY2024-25 Crime Control and Prevention District Budget, 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

10. Consideration and possible action on a petition for annexation from Beazer Homes.

Motion made by Councilmember Varlack to accept a petition for annexation of approximately 0.735 acres of land, directing staff to begin the procedures for annexation, ratifying actions already taken by staff, setting a public hearing for Monday, May 12th at 7:00 P.M. in the City Council Chambers and authorizing the City Manager to reschedule the public hearing if necessary, Seconded by Mayor Pro Tem Greene-Scott.

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

11. Consideration and possible action on petitions for ETJ expansion and city limit annexation from Maple Farms Holdings and Brazoria County MUD 90.

Motion made by Mayor Pro Tem Greene-Scott to accept a petition for annexation of approximately 806.02 acres of land, directing staff to begin the procedures for annexation, ratifying actions already taken by staff, setting a public hearing for Monday, May 12th at 7:00 P.M. in the City Council Chambers and authorizing the City Manager to reschedule the public hearing if necessary, Seconded by Councilmember Varlack.

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 an ordinance amending Chapter 30 of the City's Code of Ordinances related to signs and specifically related to digital billboards.

Motion made by Councilmember Boyce to approve an ordinance on first reading amending Chapter 30 of the City's Code of Ordinances related to digital billboard regulations, Seconded by Councilmember Hargroder.

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 development agreement with Clear Channel Outdoor for digital billboards.

Motion made by Councilmember Varlack to approve a development agreement with Clear Channel Outdoor for digital billboards, Seconded by Councilmember Murray.

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 the salary survey report and adoption of an updated pay scale, effective April 21, 2025.

Motion made by Councilmember Hargroder to table the agenda item for HR review, Seconded by Councilmember Murray.

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

15. Consideration and possible action on an ordinance granting a variance regarding the overall size of the primary and secondary signs located within Creekhaven Subdivision.

Motion made by Mayor Pro Tem Greene-Scott to approve an ordinance on first and final reading granting a variance regarding the overall size of the primary and secondary signs located within the Creekhaven Subdivision, Seconded by Councilmember Barnett.

Voting Yea: Mayor Pro Tem Greene-Scott, Councilmember Boyce

Voting Nay: Councilmember Murray, Councilmember Barnett, Mayor Kennedy, Councilmember Hargroder, Councilmember Varlack

16. Consider approval of the Sterling Lakes at Iowa Colony Section 4 Partial Replat No. 1 Preliminary Plat.

This item was deferred per the developer's request.

CONSENT AGENDA

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

Motion made by Councilmember Hargroder to adopt all consent items as presented minus item no. 20, Seconded by Councilmember Barnett.

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

17. Consider approval of the March 10, 2025 City Council worksession minutes.
18. Consider approval of the March 10, 2025 City Council meeting minutes.
19. Consider approval of the April 4, 2025 City Council meeting minutes.
20. Consider approval of an interlocal agreement with Brazoria County MUD 32.

Motion made by Councilmember Hargroder to approve an interlocal agreement with Brazoria County MUD 32, Seconded by Councilmember Barnett.

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

21. Consider approval of the Sierra Vista West Section 11 Preliminary Plat.
22. Consider approval of the Alloy Road Street Dedication Phase I Preliminary Plat.
23. Consider approval of the Karsten Boulevard North Phase IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Preliminary Plat.
24. Consider acceptance of the Quarterly Investment Report.
25. Consider acceptance of Brazoria County MUD 53 Water System expansion facilities into One-Year Maintenance Period
26. Consider acceptance of Karsten Boulevard North Phase 2 - Water, Drainage and Paving Facilities - into One-Year Maintenance Period.
27. Consider approval of the Caldwell Crossing Section 1 Amending Plat No. 1.

28. Consider approval of the Caldwell Crossing Section 2 Amending Plat No. 1.
29. Consider approval of a Pro Level (\$5,000) Sponsorship for the Alvin ISD AIMS Athletics Award Banquet.
30. Consider approval of a resolution authorizing the assignment of agreements related to the development of Brazoria County MUD 92.
31. Consider approval of a resolution authorizing the assignment of escrow agreements and funds related to the development of Brazoria County MUD 92.

COUNCIL COMMENTS

Councilmember Murray thanked those in attendance at the meeting.

Councilmember Barnett thanked Robert for all he has done for the city. He thanked Chief Walters and Ms. Brooks. He reminded everyone to be prepared for hurricane season.

Mayor Pro Tem Greene-Scott thanked those in attendance. She notified everyone of early voting starting April 22nd through April 29th. She stated that May 3rd is election day. She congratulated the candidates that participated in the candidate forum. She thanked Councilmember Barnett. She thanked Robert for negotiating contracts for the city.

Mayor Kennedy notified every one of the Back the Blue Fest- May 10th from 10:00 A.M. through 2:00 P.M. He thanked Robert for all he has done for the city. He also reminded everyone of early voting dates and times.

Councilmember Varlack thanked those in attendance. He reminded everyone of the May 3rd election. He thanked Robert for his hard work, long hours, and expertise, they came along way when the city really needed it. Brazoria County Alliance of Children will be having a pinwheel ceremony in front of City Hall. He thanked Councilmember Barnett for personal reasons as helping his family.

Councilmember Boyce thanked those who stayed for the meeting. Proclaimed Bike Safety month for the month of May. He reminded everyone of scooter safety. He is happy that the Teen Advisory Committee is increasing to 9 members from the current 4. They hosted an easter egg hunt at the schools. He thanked Robert for his willingness to answer questions.

Councilmember Hargroder stated that there are only 47 days until hurricane season. She appreciates the time Robert spent navigating the City Council through growth, as it was not easy especially with budget constraints. She stated that it has been a pleasure serving on the City Council with Councilmember Barnett.

STAFF REPORTS

Robert thanked City Council and the Staff

32. Building Official/Fire Marshal Monthly Reports
33. Police Department Monthly Report
34. Municipal Court Monthly Report
35. Public Works Monthly Report
36. City Engineer Monthly Report
37. Finance Monthly Reports
38. Technology Department Monthly Report

EXECUTIVE SESSION-9:54 P.M.

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

- 40. Discuss appointments to the Crime Control and Prevention District Board of Directors.
- 41. Deliberate potential or threatened legal action related to development agreement default.
- 42. Discuss personnel matters related to City Attorney annual performance appraisal.
- 43. Discussion and deliberation on the process for selecting and appointing a City Manager and Interim City Manager and reviewing candidates, applications and interviews.
- 44. Discuss personnel matters relating to the City Manager's employment, and receive update on investigation by outside legal counsel.

POST EXECUTIVE SESSION-10:27 P.M.

ITEMS FOR CONSIDERATION

- 45. Consideration and possible action on Executive Session matters.

Motion made by Mayor Pro Tem Greene-Scott to appoint the City Attorney, Natasha Brooks as Interim City Manager and give her and her team the authority to move forward with selecting an executive search firm to do a full service search for the City Manager, Seconded by Councilmember Hargroder.

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

ADJOURNMENT

The meeting was adjourned at 10:28 P.M.

APPROVED THIS 12TH DAY OF MAY 2025

Kayleen Rosser, City Secretary

Wil Kennedy, Mayor



Tuesday, April 1, 2025

Kaitlin Gile
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
kgile@ehra.team

Re: Ellwood Section 1B Final Plat
Letter of Recommendation to Approve
COIC Project No. 5392
ALLC Project No. 16007-2-411

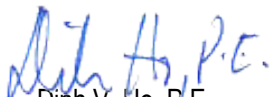
Dear Ms. Gile:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Ellwood Section 1B Final Plat, received on or about March 28, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the final plat as resubmitted on March 28, 2025. Please send two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than April 29, 2025, for consideration at the May 6, 2025, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-2-411

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 1B, 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 1B 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, therunto authorized by this _____, day of _____, 2025.

OWNER

KLLB AIV LLC,
A Delaware Limited Liability Company

BY: _____

Print Name: Tricia Tiernan

Title: Authorized Signatory

STATE OF ARIZONA |
COUNTY OF _____ |

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 _____, 2025.

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.

"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."

Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL	
CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
Wil Kennedy, Mayor	David Hurst, Chairman Planning and Zoning Commission
McLean Barnett, Council Member	Les Hosey Planning and Zoning Commission Member
Arnetta Hicks-Murray, Council Member	Brenda Dillon Planning and Zoning Commission Member
Marquette Greene-Scott, Council Member	Brian Johnson Planning and Zoning Commission Member
Tim Varlack, Council Member	Terry Hayes Planning and Zoning Commission Member
Sydney Hargroder, Council Member	Robert Wall Planning and Zoning Commission Member
Kareem Boyce, Council Member	Warren Davis Jr. Planning and Zoning Commission Member
Dinh Ho, P.E., City Engineer	Date
Date	

GENERAL NOTES:

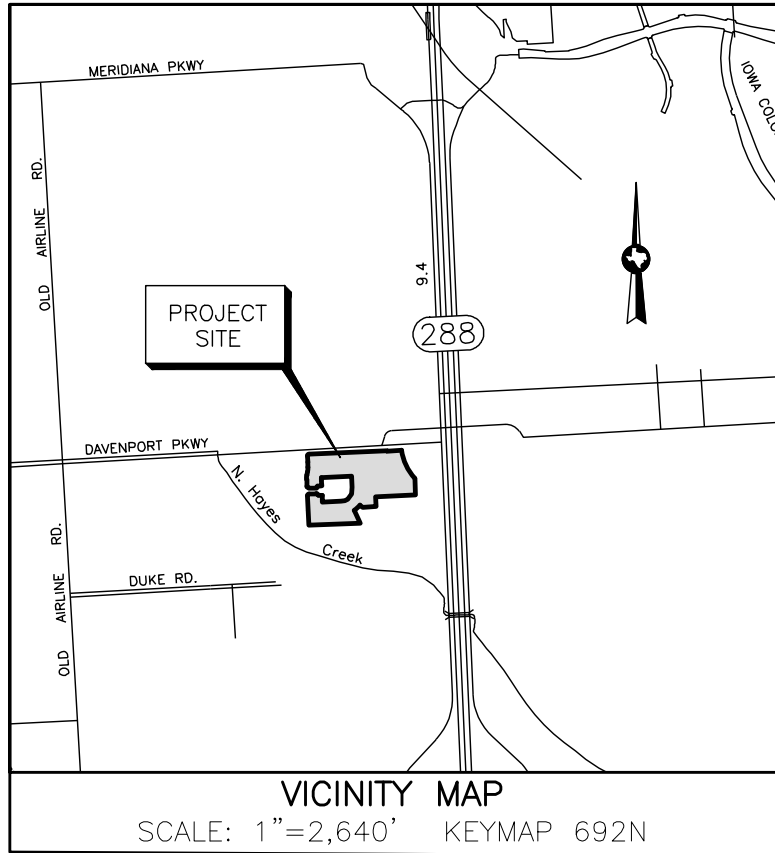
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500", unless otherwise noted.
- 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
C.M. indicates Controlling Monument
E.A.E. indicates Emergency Access Easement
FND. indicates Found
PG. indicates Page
PL indicates Pipeline
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
STM. S.E. indicates Storm Sewer Easement
S.S.C. indicated Sanitary Sewer Control
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"
(N) indicates Street Break
- 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 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.
- The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all easements and all restricted reserves.
- 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 gully, 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
- 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.
- 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).
- 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 1B 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.

METES AND BOUNDS DESCRIPTION
ELLWOOD SECTION 1B
BEING A 22.82 ACRE TRACT OF LAND LOCATED IN THE
W.H. DENNIS SURVEY, ABSTRACT NO. 512
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 22.82 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 467, 468, 470, 471, 473 AND 476 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS; SAID 22.82 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 5/8-inch capped iron rod with cap stamped "TXDOT" called for and found marking the northeast corner of the said 233.54 acre tract of land and being in the arc of a curve in the westerly right-of-way line of State Highway 288 marking the northeasterly corner of the herein described 22.82 acre tract;

- THENCE, in a southeasterly direction along the arc of a curve to the left having a radius of 724.00 feet, an arc length of 434.87 feet, an angle of 34°24'54", and a chord bearing South 25°14'07" East, for a distance of 428.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 02°32'23" East, for a distance of 227.70 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 87°37'00" West, for a distance of 549.24 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 02°22'56" East, 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;
- THENCE, South 87°37'00" West, for a distance of 186.49 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 51°53'51" West, for a distance of 41.69 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a non-tangent curve;
- THENCE, in a southwesterly direction along the arc of a non-tangent curve to the right having a radius of 325.00 feet, an arc length of 108.05 feet, an angle of 19°02'56", and a chord bearing South 47°36'33" West, 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;
- THENCE, South 24°59'26" East, 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 corner;
- THENCE, South 87°37'00" West, for a distance of 703.61 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 02°45'50" West, for a distance of 401.29 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northeasterly direction along the arc of a curve to the right 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 capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 87°14'10" East, for a distance of 100.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, in a southeasterly direction along the arc of a curve to the right 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 capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 87°14'10" East, for a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 02°45'50" East, for a distance of 92.61 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 87°37'00" East, for a distance of 252.71 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 82°11'38" East, for a distance of 53.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 62°17'27" East, for a distance of 51.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 35°12'49" East, for a distance of 84.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 03°34'30" East, for a distance of 90.56 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, North 02°18'12" West, for a distance of 151.87 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 87°20'14" West, for a distance of 412.95 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a non-tangent curve;
- THENCE, in a southerly direction along the arc of a curve to the left having a radius of 275.00 feet, an arc length of 37.07 feet, an angle of 07°43'21", and a chord bearing South 01°05'51" West, for a distance of 37.04 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, South 02°45'50" East, for a distance of 74.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 87°14'10" West, for a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in a arc of a non-tangent curve;
- THENCE, in a southwesterly direction along the arc of a curve to the right 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 capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, South 87°14'10" West, for a distance of 100.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northwesterly direction along the arc of a curve to the right 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 capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 02°45'50" West, for a distance of 94.38 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northerly direction along the arc of a curve to the right having a radius of 288.00 feet, an arc length of 62.11 feet, an angle of 12°21'23", and a chord bearing North 03°24'51" East, for a distance of 61.99 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 09°35'33" East, for a distance of 46.83 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northerly direction along the arc of a curve to the left having a radius of 312.00 feet, an arc length of 58.10 feet, an angle of 10°40'13", and a chord bearing North 04°15'26" East, for a distance of 58.02 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 01°04'40" West, for a distance of 10.98 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;
- THENCE, in a northerly direction along the arc of a curve to the left having a radius of 2060.00 feet, an arc length of 60.62 feet, an angle of 01°41'10", and a chord bearing North 01°55'15" West, for a distance of 60.62 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 02°45'50" West, for a distance of 85.43 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 39.31 feet, an angle of 90°06'04", and a chord bearing North 42°17'12" East, for a distance of 35.39 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;
- THENCE, North 87°20'14" East, for a distance of 1072.79 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- THENCE, South 02°29'27" East, for a distance of 4.66 feet to a 5/8-inch capped iron rod with cap stamped "Baker & Lawson" called for and found found for corner, from which a TXDOT Type-1 concrete monument found for reference bears, North 35° West, 0.67 feet;
- THENCE, North 87°21'16" East, for a distance of 197.25 feet, POINT OF BEGINNING, containing 22.82 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 ELLWOOD SECTION 1B

BEING A SUBDIVISION OF 22.82 ACRES OUT OF
THE W. H. DENNIS SURVEY, ABSTRACT NO 512,
AND BEING OUT OF LOTS 467, 468, 470, 471, 473
AND 476 OF THE EMIGRATION LAND COMPANY
SUBDIVISION IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS

82 LOTS 3 BLOCKS 6 RESERVES (4.111 ACRES)

OWNER

KLLB AIV LLC, A DELAWARE LIMITED LIABILITY COMPANY
6900 E. CAMELBACK ROAD, SUITE 800
SCOTTSDALE, AZ 85251
(786)-753-8110

DEVELOPER

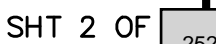
BEAZER HOMES, TEXAS, L.P. , A DELAWARE LIMITED PARTNERSHIP
13430 NORTHWEST FREEWAY, SUITE 900
HOUSTON, TX 77040
(281)-560-6600

JANUARY, 2025

ENGINEER/SURVEYOR



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



Monday, April 28, 2025

Michael Turzillo
EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
mturzillo@ehra.team

Re: Meridiana Section 34C Preliminary Plat
Letter of Recommendation to Approve
COIC Project No. 6159
Adico, LLC Project No. 710-25-002-010

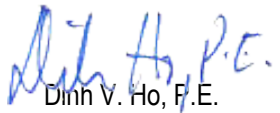
Dear Mr. Turzillo:

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 34C Preliminary Plat received on or about April 21, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on April 21, 2025. Please provide ten (10) folded copies of the plat Kayleen Rosser, City Secretary, by no later than Tuesday, April 28, 2025, for consideration at the May 6, 2025, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
File: 710-25-002-010

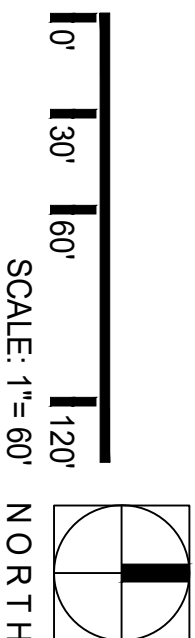
[illegible]

- 5 The property situated in the foregoing sale is in Batavia County, the City of New Orleans
- 6 of the Parish of Orleans, and within Court Precinct Number 10.
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OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED
PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162

NEGS MONUMENT IS A 96 ACRES DIST SET IN TOP OF COLORADO MONUMENT. LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRADDOCK COUNTY, 3.8 MILES WEST OF A SHELLY ROAD, CROSSING, 5.1-12 FEET NORTHWEST OF MILE POLE 38, 2.9 FEET SOUTH OF THE SOUTH RAIL, 3.3 FEET NORTH OF THE CENTRAL LINE OF A WHIRL ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE ROADS WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAD) 88/1991 ADJUSTMENT

OFF-STREET GUEST PARKING SPACES



April 7, 2025

EHRA JOB NO.
081-011-34-03

Tuesday, April 29, 2025

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

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

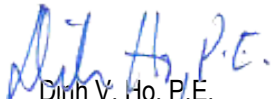
Dear Ms. Huddleston:

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

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

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

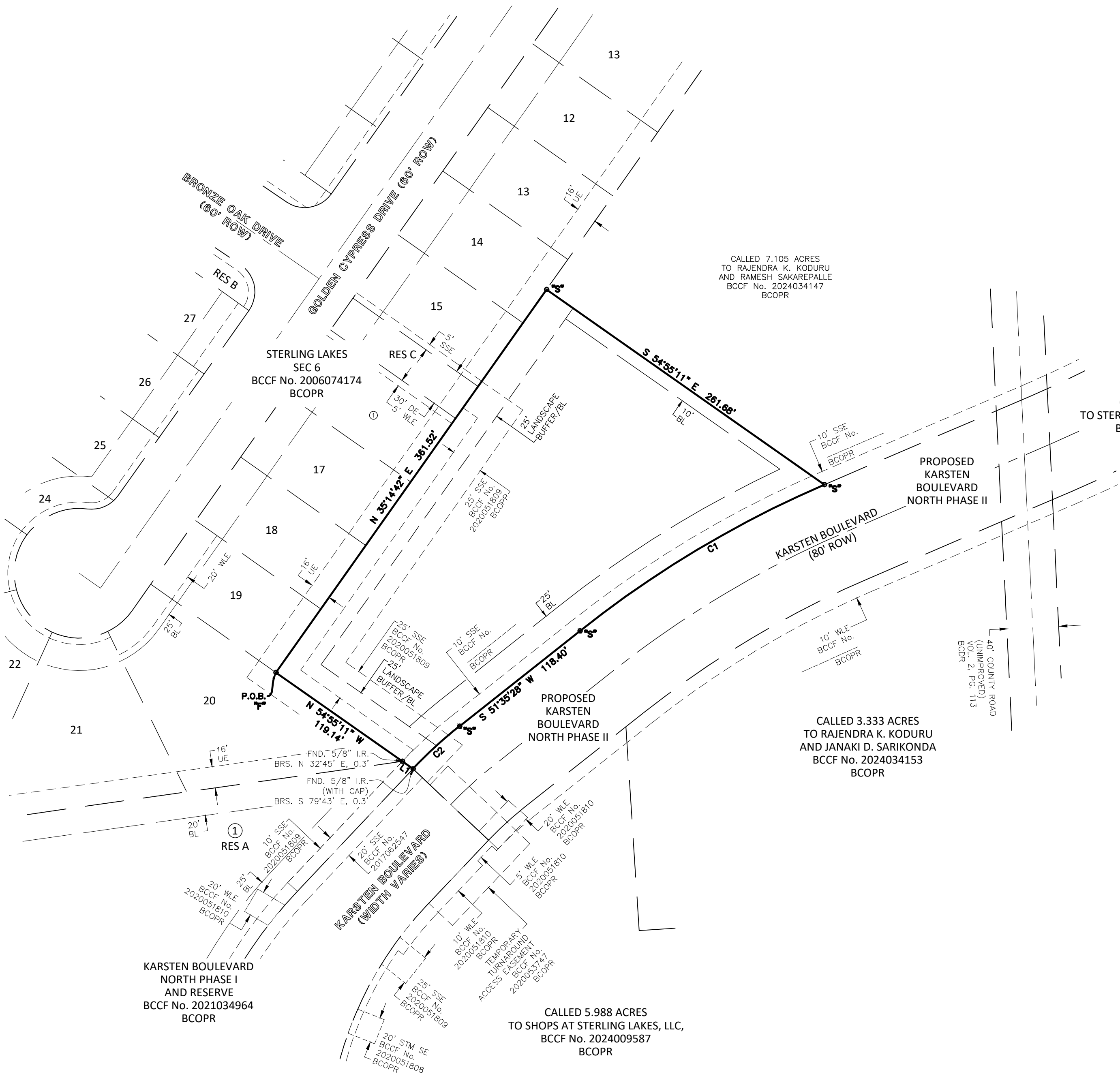
Sincerely,
Adico, LLC


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

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

FINAL PLAT NOTES:

- THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 31 BOUNDARY.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
- BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
- SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
- ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "ELS".
- BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
- THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X". AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
- ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- THERE ARE PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION AND ARE SHOWN HEREON.
- 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.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
- ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.
- 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.
- NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
- 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.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 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 STERLING LAKES AT IOWA COLONY AND SIERRA VISTA, AS APPROVED ON FEBRUARY 2016 AND AS AMENDED IN JUNE 2018.
- 25' SSE RECORDED UNDER BCCF 2020051809 BCOPR PARTIALLY ABANDONED BY BCCF 2025010788 BCOPR.
- 20' SSE RECORDED UNDER BCCF 2017062547 BCOPR PARTIALLY ABANDONED BY BCCF 2025013180 BCOPR.



REMAINDER OF
CALLED 31.51 ACRES
TO STERLING MERIDIANA 35 GP, LLC
BCCF No. 2022035646
BCOPR

CALLLED 3.333 ACRES
TO RAJENDRA K. KODURU
AND JANAKI D. SARIKONDA
BCCF No. 2024034153
BCOPR

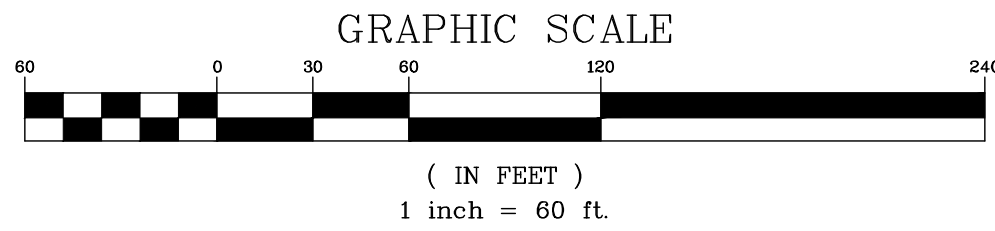
CALLLED 5.988 ACRES
TO SHOPS AT STERLING LAKES, LLC,
BCCF No. 2024009587
BCOPR

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES

- SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 12-INCHES ABOVE CROWN OF ROAD AND/OR 24-INCHES ABOVE BASE FLOOD ELEVATION.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- 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.
- THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- 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.
- PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
- PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
- 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.
- 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.
- 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.



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692F & 692K
SCALE: 1"=5000'



ABBREVIATIONS

- | | |
|------------|--|
| AE= | AERIAL EASEMENT |
| DE= | DRAINAGE EASEMENT |
| PAE= | PRIVATE ACCESS EASEMENT |
| PUE= | PUBLIC UTILITY EASEMENT |
| SSE= | SANITARY SEWER EASEMENT |
| STM SE= | STORM SEWER EASEMENT |
| UVE= | UNOBSTRUCTED VISIBILITY EASEMENT |
| UE= | UTILITY EASEMENT |
| WLE= | WATER LINE EASEMENT |
| BL= | BUILDING LINE |
| ROW= | RIGHT-OF-WAY |
| BCCF= | BRAZORIA COUNTY CLERK'S FILE |
| BCDR= | BRAZORIA COUNTY DEED RECORDS |
| BCPR= | BRAZORIA COUNTY PLAT RECORDS |
| BCOPR= | BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS |
| BCOPRRP= | BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY |
| VOL., PG.= | VOLUME, PAGE NUMBER |
| "F"= | FOUND 5/8-INCH IRON ROD (WITH CAP) |
| FND= | FOUND |
| POB= | POINT OF BEGINNING |
| IR= | IRON ROD |
| BR5= | BEARS |
| ○ | EXISTING 5/8" IRON ROD WITH CAP |
| ○ | 5/8" IRON ROD WITH CAP TO BE SET |

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.11'	N 54°57'27" W

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	220.18'	840.00'	015°01'06"	219.55'	S 59°06'01" W
C2	48.64'	340.00'	008°11'45"	48.59'	S 47°29'34" W

PRELIMINARY PLAT
PRIMROSE SCHOOL
MERIDIANA RESERVE

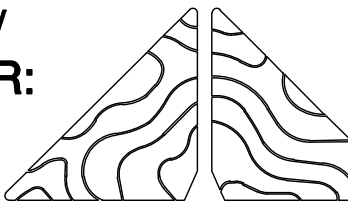
A SUBDIVISION OF 1.529 ACRES OF LAND
OUT OF THE
H.T.&B.R.R. Co. SURVEY SECTION 57, A-289
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK
APRIL 2025

OWNER/
DEVELOPER:

STERLING MERIDIANA 35 GP, LLC
5851 SAN FELIPE, SUITE 800
HOUSTON, TX 77057
(713) 622-0800

ENGINEER/
SURVEYOR:



ELEVATION
land solutions
TBPB REGISTRATION NUMBER F-22671
10701 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPB REGISTRATION NUMBER 10194692

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain description of a certain 1.529 acre (66,603 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being a portion of the remainder of a called 31.51 acre tract (Tract 1) conveyed to Sterling Meridiana 35 GP, LLC, by deed recorded in Clerk's File No. 2022035646, Brazoria County Official Public Records; said 1.529 acre (66,603 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

BEGINNING at a 5/8–inch iron rod (with cap) found, being the west corner of said called 31.51 acre tract, being the south corner of Lot 19, Block 1, of Sterling Lakes At Iowa Colony Sec 6 according to the plat thereof recorded in Clerk's File No. 2006074174, Brazoria County Official Public Records, and being on the northeast line of Lot 20, Block 1, of said Sterling Lakes At Iowa Colony Sec 6;

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

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

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

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

THENCE, North 54°57'27″ West, 10.11 feet to the southeast corner of said Lot 20, being the northerly northeast corner of said Reserve A, from which a 5/8–inch iron rod found bears North 32°45' East, 0.3 feet;

THENCE, North 54°55'11″ West, 119.14 feet to the POINT OF BEGINNING, CONTAINING 1.529 acres (66,603 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, STERLING MERIDIANA 35 GP, LLC, acting by and through _____

_____, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 1.529 Acre tract described in the above and foregoing map of PRIMROSE SCHOOL MERIDIANA RESERVE, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'–6") for ten feet (10'–0") perimeter ground easements or seven feet, six inches (7'–6") for fourteen feet (14'–0") perimeter ground easements or five feet, six inches (5'–6") for sixteen feet (16'–0") perimeter ground easements, from a plane sixteen feet (16'–0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21'–6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'–0") for ten feet (10'–0") back–to–back ground easements, or eight feet (8'–0") for fourteen feet (14'–0") back–to–back ground easements or seven feet (7'–0") for sixteen feet (16'–0") back–to–back ground easements, from a plane sixteen feet (16'–0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'–0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the STERLING MERIDIANA 35 GP, LLC, Brazoria County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the STERLING MERIDIANA 35 GP, LLC, acting by and through _____

_____, thereunto authorized this _____ day of _____, 20____.

STERLING MERIDIANA 35 GP, LLC

By: _____

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 20____

David Hurst
Chairman

Warren Davis

Les Hosey

Robert Wall

Brenda Dillon

Brian Johnson

Terry Hayes

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 20____

Wil Kennedy
Mayor

McLean Barnett

Annetta Hicks–Murray

Marquette Greene–Scott

Tim Varlack

Kareem Boyce

Sydney Hargroder

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared _____

_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 20____

Notary Public in and for the State of Texas

Printed Name: _____

My Commission expires _____

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Paul R. Bretherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 20____

Dinh V. Ho, P.E.

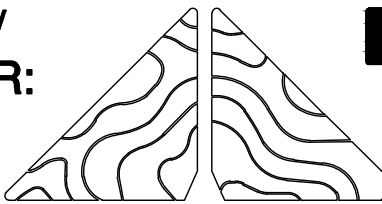
PRELIMINARY PLAT PRIMROSE SCHOOL MERIDIANA RESERVE

A SUBDIVISION OF 1.529 ACRES OF LAND
OUT OF THE
H.T.&B.R.R. Co. SURVEY SECTION 57, A-289
BRAZORIA COUNTY, TEXAS

1 RESERVE 1 BLOCK
APRIL 2025

OWNER/
DEVELOPER: STERLING MERIDIANA 35 GP, LLC
5851 SAN FELIPE, SUITE 800
HOUSTON, TX 77057
(713) 622–0800

ENGINEER/
SURVEYOR:



ELEVATION
land solutions
TBP# REGISTRATION NUMBER F-22671
1700 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBP# REGISTRATION NUMBER 10194692

Wednesday, April 30, 2025

Merrett Huddleston
Elevation Land Solutions
9709 Lakeside Blvd., Suite 200
The Woodlands, TX 77381
mhuddleston@elevationlandsolutions.com

Re: Karsten Boulevard North Ph IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Final Plat
Letter of Recommendation to Approve with Conditions
COIC Project No. 6172
ALLC Project No. 710-25-002-012

Dear Ms. Huddleston:

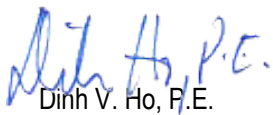
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Karsten Boulevard North Phase IV & Sterling Lakes Drive Street Dedication & Commercial Reserves Final Plat, received on or about April 29, 2025. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002, and as amended.

Based on our review, we have no objection to the plat as resubmitted on April 29, 2025. This approval is subject to execution of the capital contribution agreement for Cedar Rapids Parkway.

Please two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Thursday, April 1, 2025, for consideration at the May 6, 2025, Planning and Zoning meeting.

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

Sincerely,
Adico, LLC



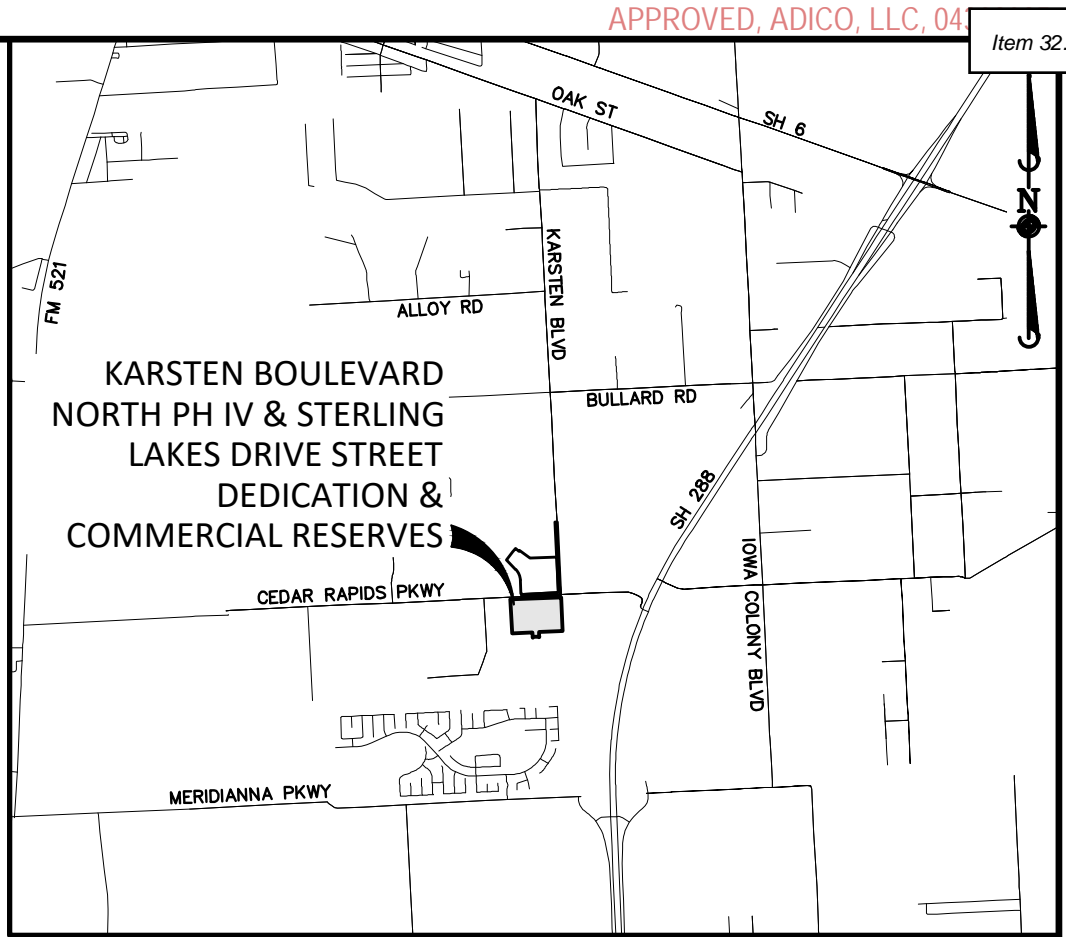
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
File: 710-25-002-012

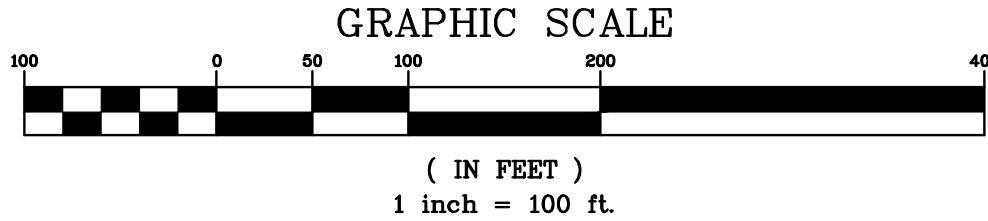
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	23.18'	25.00'	053°07'48"	22.36'	N29°13'20"W
C2	23.18'	25.00'	053°07'48"	22.36'	S23°54'28"W
C3	401.84'	600.00'	038°22'23"	394.37'	N21°50'37"W
C4	351.70'	525.00'	038°22'59"	345.16'	N21°50'19"W
C5	267.89'	400.00'	038°22'23"	262.92'	N21°50'37"W
C6	234.41'	350.00'	038°22'23"	230.05'	N21°50'37"W
C7	48.45'	30.00'	092°31'25"	43.35'	S41°05'27"W
C8	46.11'	30.00'	088°04'13"	41.71'	N48°36'43"W
C9	54.90'	35.00'	089°52'46"	49.45'	N47°42'27"W

Line Table		
Line #	Length	Direction
L1	135.00'	S02°39'26"E
L2	150.00'	S87°20'34"W
L3	135.00'	N02°39'26"W
L4	69.97'	N02°38'50"W
L5	10.00'	N87°20'34"E
L6	10.00'	N87°20'33"E

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage Restricted To
A	340,366.00	7.814	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
B	561,569.86	12.89	COMMERCIAL RESERVE
C	113,138.11	2.597	COMMERCIAL RESERVE
D	1,289.78	0.0296	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
E	1,289.78	0.0296	DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	1,017,653.53	23.37	



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692A & 692E
SCALE: 1"=500'



ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVL=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
PVT=	PRIVATE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCMR=	BRAZORIA COUNTY MAP RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
VOL __ PG __=	VOLUME, PAGE
FND=	FOUND
IR=	IRON ROD
●	SET 5/8" IRON ROD W/ CAP
○	EXISTING 5/8" IRON ROD W/ CAP
—○—	STREET NAME CHANGE

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 12-INCHES ABOVE CROWN OF ROAD AND/OR 24-INCHES ABOVE 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. DEDICATED INGRESS/EGRESS ACCESSSES 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.

9. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).

10. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).

11. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.

12. 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.

13. 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.

14. 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 2011-3, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

FINAL PLAT NOTES:

1. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.

2. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000

3. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.

4. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "TSL".

5. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

6. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X". AREAS DEFINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, SHADED ZONE "X", AREAS DETERMINED TO BE WITHIN THE 500-YEAR FLOODPLAIN, AND FLOOD ZONE "X", AREAS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDAED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0110K, DATED DECEMBER 30, 2020.

7. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.

8. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY 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.

9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.

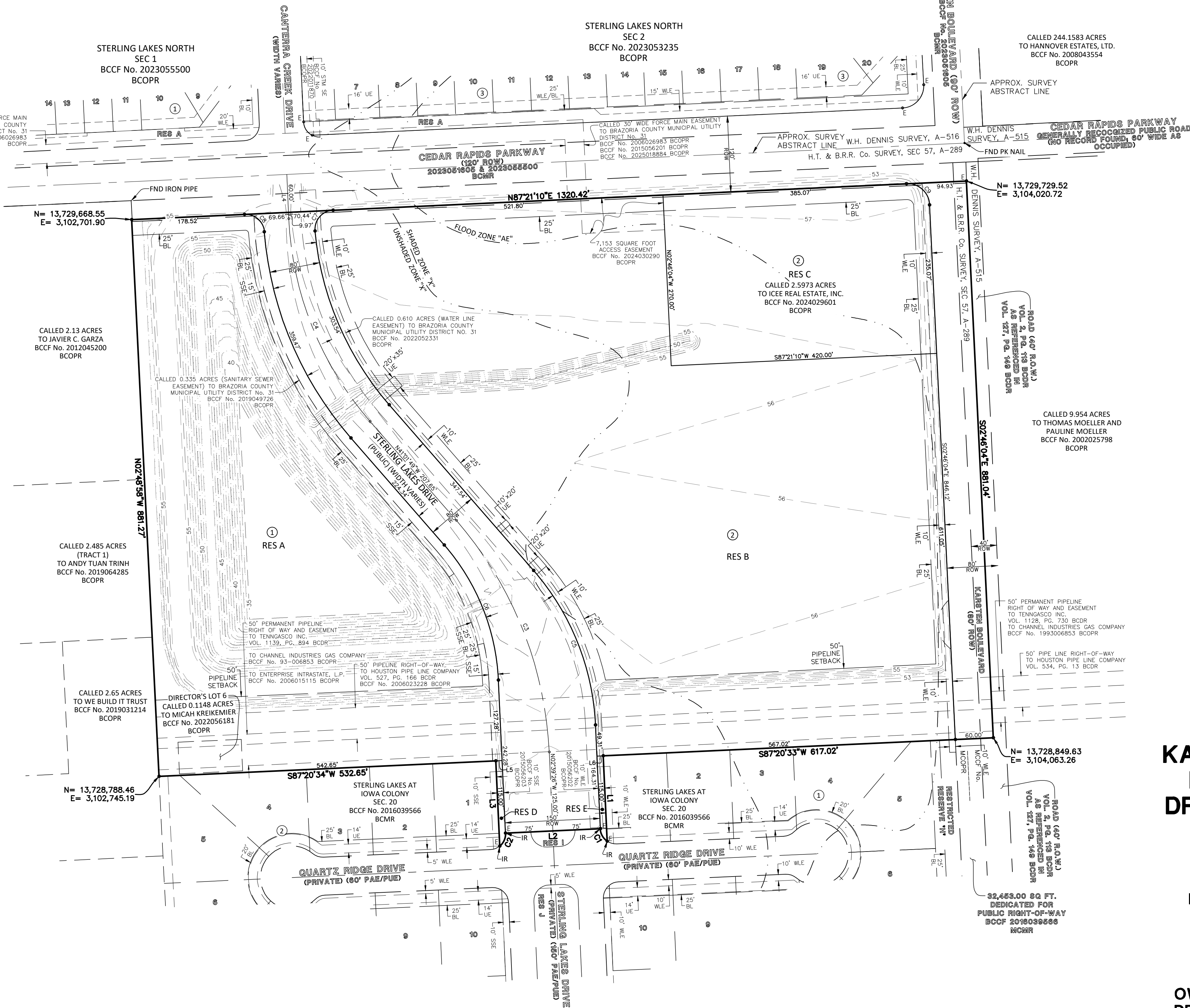
10. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 31.

11. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.

12. 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.

13. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERE TO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.

14. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT FOR STERLING LAKES AT IOWA COLONY AND SIERRA VISTA, AS APPROVED ON FEBRUARY 2016 AND AS AMENDED.



FINAL PLAT
KARSTEN BOULEVARD NORTH
PH IV & STERLING LAKES
DRIVE STREET DEDICATION &
COMMERCIAL RESERVES

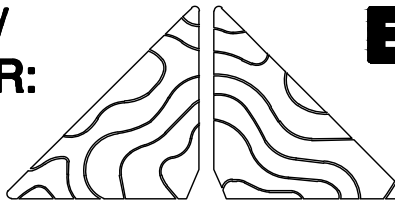
A SUBDIVISION OF 27.16 ACRES OF LAND
OUT OF THE
H.T. & B.R.R. CO. SURVEY, SECTION 57, A-289
BRAZORIA COUNTY, TEXAS

0 LOTS 5 RESERVES 2 BLOCKS
APRIL 2025

OWNER/
DEVELOPER:

ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202
(713) 783-6702

ENGINEER/
SURVEYOR:



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
8708 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77380
TBPS REGISTRATION NUMBER 10194692

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain description of a certain 27.16 acre (1,182,998 square feet) tract of land situated in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289, in Brazoria County, Texas, being all of a called 0.1148 acre tract (Director's Lot No. 6) conveyed to Micah Kreikemeier by deed recorded in Clerk's File No. 2022056181, Brazoria County Official Public Records, and being a portion of a called 455.9 acre tract conveyed to Astro Sterling Lakes North, L.P. by deed recorded in Clerk's File No. 2021084511, Brazoria County Official Public Records; said 27.16 acre (1,182,998 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

COMMENCING at a PK nail found, being the northwest corner of a called 9.954 acre tract conveyed to Thomas Moeller and Pauline Moeller by deed recorded in Clerk's File No. 2002025798, Brazoria County Official Public Records, being on the east line of said called 455.9 acre tract, being on the centerline of Cedar Rapids Parkway (right-of-way width varies) recorded in Volume 2, Page 113, Brazoria County Deed Records, and according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Official Public Records, being on the centerline of Karsten Boulevard (90 foot right-of-way) according to the plat thereof recorded in Clerk's File No. 2023051605, Brazoria County Map Records, and being on the centerline of a road (40 foot right-of-way) recorded in Volume 2, Page 113, Brazoria County Deed Records;

THENCE, South 02°46'04" East, along the west line of said called 9.954 acre tract, along the east line of said called 455.9 acre tract, and along the centerline of said 40 foot road, 60.00 feet to a 5/8-inch iron rod (with cap) found, being on the south right-of-way line of said Cedar Rapids Parkway and being the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 02°46'04" East, continuing along the west line of said called 9.954 acre tract, continuing along the east line of said called 455.9 acre tract, and continuing along the centerline of said 40 foot road, 881.04 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of Sterling Lakes at Iowa Colony Sec. 20 according to the plat thereof recorded in Clerk's File No. 2016039566, Brazoria County Map Records, and being the southeast corner of the herein described tract;

THENCE, along the north line of said Sterling Lakes at Iowa Colony Sec. 20, the following seven (7) courses and distances:

- South 87°20'33" West, 617.02 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of Lot 1, Block 1, of said Sterling Lakes at Iowa Colony Sec. 20;
- South 02°39'26" East, along the west line of said Lot 1, Block 1, 135.00 feet to the southwest corner of said Lot 1, Block 1, being the beginning of a curve to the right, from which a 3/4-inch iron rod (with cap) found bears South 75°38' East, 0.2 feet
- Along said curve to the right in a northwesterly direction, with a radius of 25.00 feet, a central angle of 53°07'48", an arc length of 23.18 feet, and a chord bearing North 29°13'20" West, 22.36 feet to a point, from which a 3/4-inch iron rod (with cap) found bears South 89°49' East, 0.2 feet;
- South 87°20'34" West, 150.00 feet to a 3/4-inch iron rod (with cap) found, being the beginning of a curve to the right
- Along said curve to the right in a southwesterly direction, with a radius of 25.00 feet, a central angle of 53°07'48", an arc length of 23.18 feet, and a chord bearing South 23°54'28" West, 22.36 feet to the southeast corner of Lot 1, Block 2, of said Sterling Lakes at Iowa Colony Sec. 20, from which a 3/4-inch iron rod (with cap) found bears North 12°04' West, 0.4 feet;
- North 02°39'26" West, along the east line of said Lot 1, Block 2, 135.00 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said Lot 1, Block 2;
- South 87°20'34" West, 532.65 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said Sterling Lakes at Iowa Colony Sec. 20, being on the west line of said called 455.9 acre tract, being on the east line of a called 2.65 acre tract conveyed to We Build It Trust by deed recorded in Clerk's File No. 2019031214, Brazoria County Official Public Records, and being the southwest corner of the herein described tract;

THENCE, North 02°49'02" West, along the west line of said called 455.9 acre tract, 881.27 feet to a 5/8-inch iron rod (with cap) found, being on the east line of a called 2.13 acre tract conveyed to Javier C. Garza by deed recorded in Clerk's File No. 2012045200, Brazoria County Official Public Records, being on the south right-of-way line of said Cedar Rapids Parkway, and being the northwest corner of the herein described tract, from which a 1-1/4-inch iron pipe found bears North 02°49'02" West, 30.43 feet, being the northeast corner of said called 2.13 acre tract;

THENCE, North 87°21'10" East, along the south right-of-way line of said Cedar Rapids Parkway, 1,320.42 feet to the POINT OF BEGINNING, CONTAINING 27.16 acre (1,182,998 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

NOTE: 0.4045 acres of the subject tract lies within a public road (40 foot right-of-way) recorded in Volume 2, Page 113, Brazoria County Deed Records.

TRACT	ACRES	SQUARE FEET
Subject	27.16	1,182,998
Area within public road	0.4045	17,621
Net	26.75	1,165,377

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

President Date
Lee Walden, P.E.

Vice President Date
Kerry L. Osburn

Secretary/Treasurer Date
Brandon Middleton

District Engineer Date
Dinh V. Ho, P.E.

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 20_____.

Wil Kennedy
Mayor

McLean Barnett

Arnetta Hicks-Murray

Marquette Greene-Scott

Tim Varlack

Kareem Boyce

Sydney Hargroder

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, ASTRO STERLING LAKES NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP, acting by and through Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 27.16 Acre tract described in the above and foregoing map of KARSTEN BOULEVARD NORTH PH IV & STERLING LAKES DRIVE STREET DEDICATION & COMMERCIAL RESERVES, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter ground easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter ground easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter ground easements, from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back ground easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back ground easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back ground easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of KARSTEN BOULEVARD NORTH PH IV & STERLING LAKES DRIVE STREET DEDICATION & COMMERCIAL RESERVES, 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, platting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership, has caused these presents to be signed by Brian Stidham, Authorized Person, being an officer of ASTRO STERLING LAKES NORTH GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 20_____.

ASTRO STERLING LAKES NORTH, L.P.,
A Delaware limited partnership

By: ASTRO STERLING LAKES NORTH GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Brian Stidham, Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 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 STERLING LAKES NORTH GP, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 20_____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission expires _____

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Paul R. Bretherton
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 20_____.

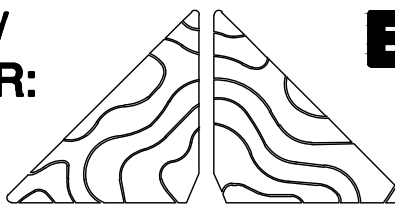
Dinh V. Ho, P.E.

FINAL PLAT
KARSTEN BOULEVARD NORTH
PH IV & STERLING LAKES
DRIVE STREET DEDICATION &
COMMERCIAL RESERVES

A SUBDIVISION OF 27.16 ACRES OF LAND
OUT OF THE
H.T. & B.R.R. CO. SURVEY, SECTION 57, A-289
BRAZORIA COUNTY, TEXAS

0 LOTS 5 RESERVES 2 BLOCKS
APRIL 2025

OWNER/
DEVELOPER: ASTRO STERLING LAKES NORTH, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202
(713) 783-6702

ENGINEER/
SURVEYOR:  **ELEVATION**
land solutions
TBPB REGISTRATION NUMBER F-22671
8709 LAKESIDE BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-825-2200
TBPB REGISTRATION NUMBER 10194692

Wednesday, April 30, 2025

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

Re: Creekhaven Section 2 – Water, Sanitary, Drainage and Paving Facilities
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. Iworq 3912 (WSD), 4175 (Paving)
Adico, LLC Project No. 16007-4-507, 16007-4-516

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Creekhaven Section 2 – Water, Sanitary, Drainage and Paving Facilities. The final inspection was held on February 10, 2025, with all punch list items completed on March 26, 2025.

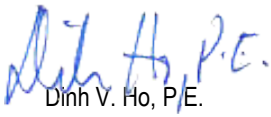
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Creekhaven Section 2 – Water, Sanitary, Drainage and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 12, 2025, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-507, 516

CERTIFICATION OF INFRASTRUCTURE FOR:

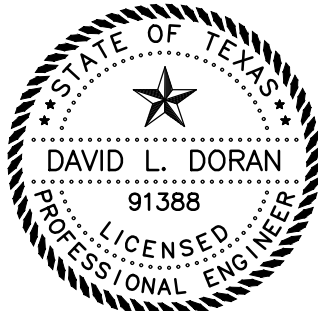
CREEKHAVEN SECTION 2

(Project Name)

I, David Leonard Doran,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal

TBPE Firm Registration No. F-22671
March 27, 2025

*Engineer's Signature*Elevation Land Solutions*Licensed Engineering Firm Name*18811 Megan Way, Suite 1A*Address*New Caney, TX 77357*City, State and Zip Code*(832) 823-2200*Phone No.*

CITY OF IOWA COLONY MAINTENANCE BOND

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

a. Bond Number: 61BCSJ13665

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

c. Surety:

Name: Hartford Casualty Insurance Company

State Where Surety is Incorporated: Connecticut

d. Oblige(e)s: Brazoria County Municipal Utility District No. 92; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Brazoria County Municipal Utility District No. 92

Subdivision involved: Creekhaven Section 2

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

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

f. Bond Amount: \$ \$1,269,000.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

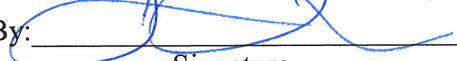
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY: Hartford Casualty Insurance Company

PRINCIPAL: Dimas Bros. Construction, L.L.C.

By: 
Signature

By: 
Signature

Hannah Montagne

Print or Type Signer's Name

Ivan 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

THE HARTFORD
BOND, T-14
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 Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

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, 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.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. 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.



Mariluz Arce

 Mariluz Arce
 My Commission HH 287363
 Expires July 13, 2026

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

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

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

1-800-451-6944

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

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

1-800-451-6944

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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

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

CITY OF IOWA COLONY MAINTENANCE BOND

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

a. Bond Number: 1109669

b. Principal: Bay Paving, LLC

c. Surety:

Name: The Hanover Insurance Company

State Where Surety is Incorporated: New Hampshire

d. Oblige(e)s: Brazoria County Municipal Utility District No. 92 and Sandy Point DEV Owner LP; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Principal and Oblige(e) _____

Subdivision involved: Creekhaven Sec 2

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

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

f. Bond Amount: \$ 757,318.50

g. Maintenance Period:

Starting Date of Maintenance Period: March 26, 2025

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: March 26, 2025

SURETY: The Hanover Insurance Company

PRINCIPAL: Bay Paving, LLC

By: 

Signature

Beverly A. Ireland

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

By: 

Signature

Derek Scardino

Print or Type Signer's Name

President

Signer's Title

ATTACH POWER OF ATTORNEY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Item 33.

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Roxanne G. Brune, David R. Groppell, Beverly A. Ireland, Sharen Groppell, Francine Hay, James Wynne Tomforde, Kurt Risk, Gloria M. Villa, Michele L. Bondurant and/or Kourtney Reece

Of Marsh & McLennan LLC – Southwest Region, Houston, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

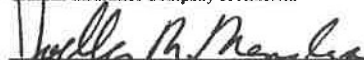
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

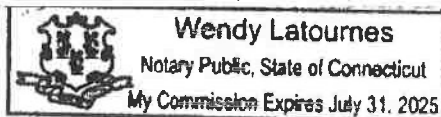
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

) ss.

On this 31st day of May, 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

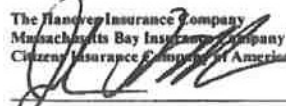



Wendy Latourmes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26th day of March 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Raweeder, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

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) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the 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 informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

24x36
P:\010.118.011_Agre File Tract\011 Section 2\dwg_Plan Set Drawings\TITLE SHEET & GENERAL NOTES.dwg_3/4/2024 1:53 PM

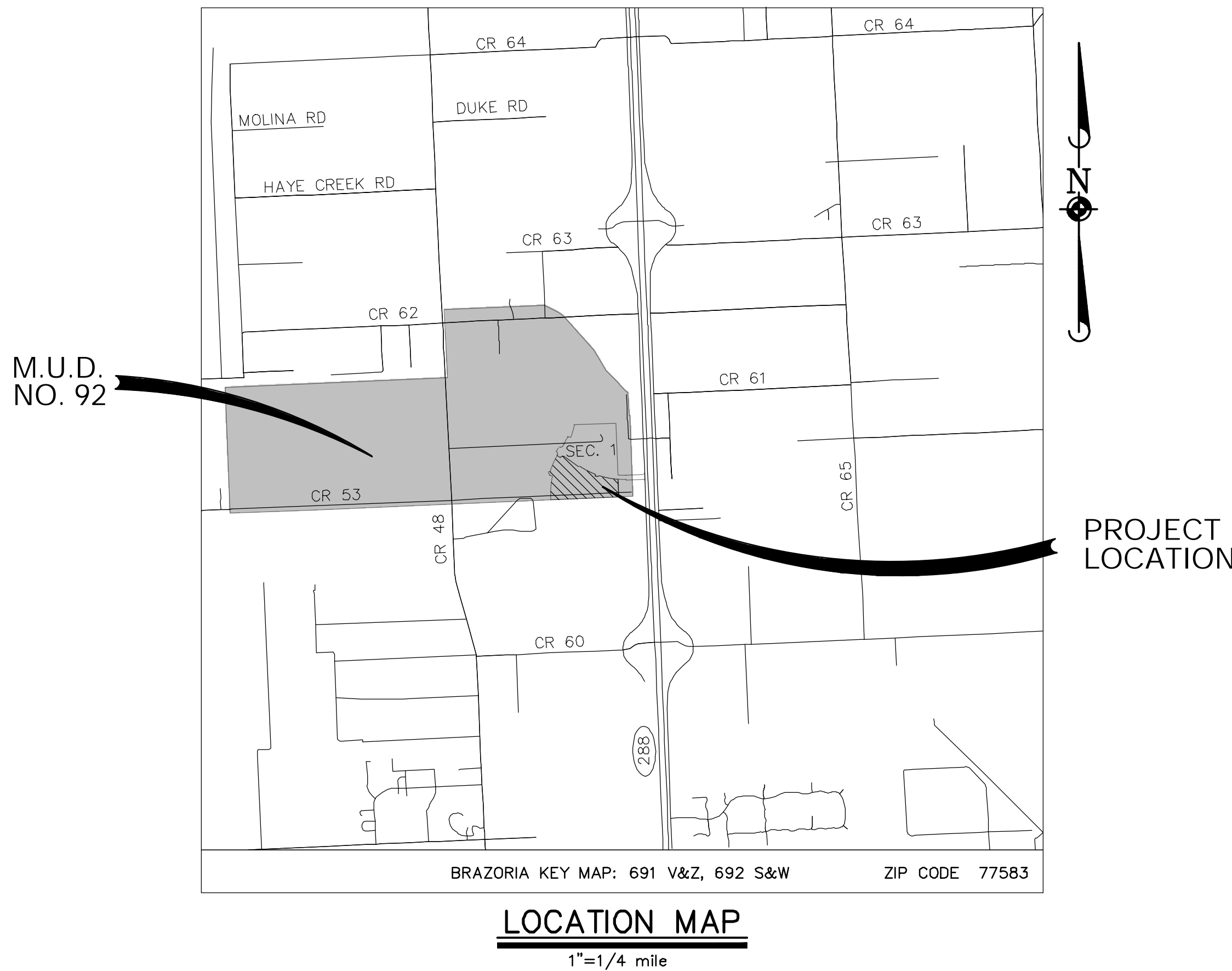
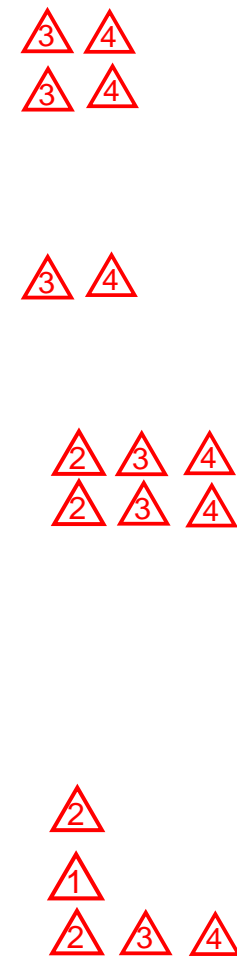
OWNER: SANDY POINT DEV
OWNER LP
845 TEXAS STREET
HOUSTON, TEXAS 77002

CONSTRUCTION OF WATER, SANITARY, DRAINAGE AND PAVING FACILITIES
FOR
CREEKHAVEN SEC. 2
BRAZORIA COUNTY M.U.D. NO. 92
BRAZORIA COUNTY, TX
PROJECT NO. 610.118.011.00

SHEET LIST TABLE

SHEET NO. SHEET TITLE

1	TITLE SHEET & SHEET INDEX	
2	GENERAL NOTES	
3	WATER & SANITARY OVERALL	△△
4	DRAINAGE OVERALL (1 OF 2)	△△
5	DRAINAGE OVERALL (2 OF 2)	
6	DRAINAGE CALCULATIONS	
7	GRADING OVERALL (1 OF 2)	△△
8	GRADING OVERALL (2 OF 2)	
9	STORM WATER POLLUTION PREVENTION PLAN	
10	TRAFFIC SIGNAGE & PAVEMENT MARKINGS	△△△
11	CYPRESS POINTE LANE	△△△
12	WATERS EDGE DRIVE	
13	RUBY LAUREL DRIVE (1+50 to 6+00)	
14	RUBY LAUREL DRIVE (6+00 TO 11+50)	
15	HAZEL MEADOWS LANE (0+00 TO 8+00)	△
16	HAZEL MEADOWS LANE (8+00 TO 15+89)	
17	ATLAS CEDAR LANE & HILL COUNTRY DRIVE	△
18	KARSTEN BLVD	△
19	OFFSITE STORM & OUTFALL	△△△
20	WATERLINE DETAILS (1 OF 2)	
21	WATERLINE DETAILS (2 OF 2)	
22	SANITARY SEWER DETAILS (1 OF 3)	
23	SANITARY SEWER DETAILS (2 OF 3)	
24	SANITARY SEWER DETAILS (3 OF 3)	
25	STORM SEWER DETAILS (1 OF 4)	
26	STORM SEWER DETAILS (2 OF 4)	
27	STORM SEWER DETAILS (3 OF 4)	
28	STORM SEWER DETAILS (4 OF 4)	
29	STORM WATER POLLUTION PREVENTION PLAN DETAIL (1 OF 2)	
30	STORM WATER POLLUTION PREVENTION PLAN DETAIL (2 OF 2)	
31	PAVING DETAILS (1 OF 4)	
32	PAVING DETAILS (2 OF 4)	
33	PAVING DETAILS (3 OF 4)	
34	PAVING DETAILS (4 OF 4)	
35	SLOPE PAVING DETAIL	



AS-BUILT DRAWINGS

I hereby certify that this item submitted
herein complies in every respect with
the requirement of the contract drawings
and specifications.

Signed Derek Scardino

Bay Paving, LLC

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

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE
CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER
PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES
ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS
OR METHODS OF CONSTRUCTION.



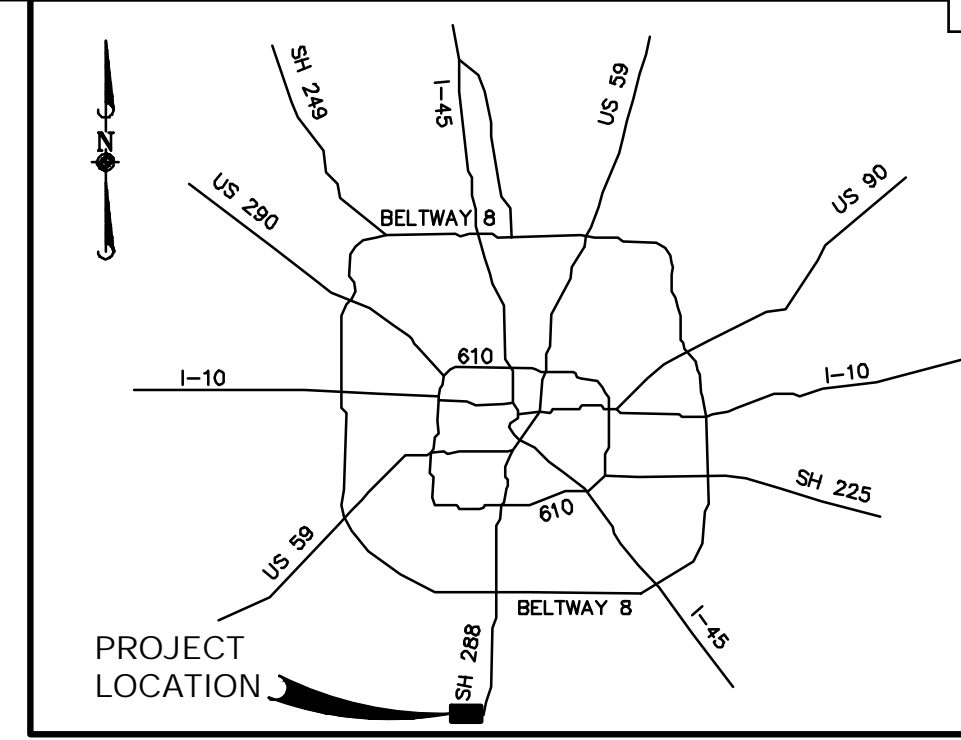
RECORD DRAWING
03/19/2025

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

CITY OF IOWA COLONY PLAN REVIEW NOTES:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA
COLONY C/O ADICO, LLC (DINH V. HO, P.E. @
832-895-1093 OR inspections@adico-llc.com) 48
HOURS BEFORE COMMENCING WORK.

ACCEPTANCE OF ROADWAY INTO CITY MAINTENANCE
SHALL REQUIRE CONSTRUCTION OF SIDEWALKS ALONG
ALL LANDSCAPE EASEMENTS AND RESERVES.

ALL STORM SEWER SYSTEM WITH STATIC WATER
SHALL BE INSPECTED DRY PRIOR TO ACCEPTANCE.



HOUSTON AREA VICINITY MAP
N.T.S.

AS-BUILT DRAWINGS

I hereby certify that this item submitted
herein complies in every respect with
the requirement of the contract drawings
and specifications.

Signed Colby knight / Dimas Bros Construction

BENCHMARKS:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY
MONUMENT DESIGNATION HGCS 75, PID No. AW5683 HAVING PUBLISHED
INFORMATION AS FOLLOWS:
ELEVATION 48.1 FEET, NAVD88

TEMPORARY BENCHMARKS:
TEMPORARY BENCHMARK A BEING A SET 5/8-INCH IRON ROD WITH CAP
STAMPED 'ELS CONTROL' LOCATED ON THE WEST SIDE OF THE STATE HIGHWAY
288 SOUTHBOUND FRONTAGE ROAD, APPROXIMATELY 0.5 MILES NORTH OF
THE INTERSECTION OF STATE HIGHWAY 288 AND COUNTY ROAD 60, HAVING
THE FOLLOWING INFORMATION BASED ON HORIZONTAL DATUM NAD83 AND
VERTICAL DATUM NAVD88: NORTHING: 13,705,385.12 FEET (GRID), EASTING:
3,105,915.61 FEET (GRID), ELEVATION: 48.20 FEET

TEMPORARY BENCHMARK B BEING A SET 5/8-INCH IRON ROD WITH CAP
STAMPED 'ELS CONTROL' LOCATED ON THE WEST SIDE OF THE STATE HIGHWAY
288 SOUTHBOUND FRONTAGE ROAD AND ON THE NORTH SIDE OF A DRAINAGE
CHANNEL, APPROXIMATELY 0.4 MILES NORTH OF THE INTERSECTION OF STATE
HIGHWAY 288 AND COUNTY ROAD 60, HAVING THE FOLLOWING INFORMATION
BASED ON HORIZONTAL DATUM NAD83 AND VERTICAL DATUM NAVD88:
NORTHING: 13,705,673.98 FEET (GRID), EASTING: 3,105,941.78 FEET (GRID),
ELEVATION: 50.81 FEET

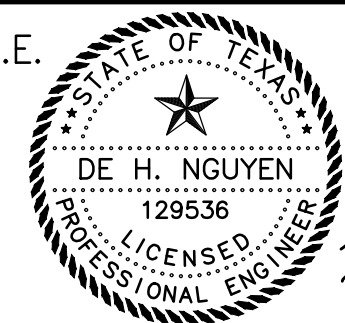
FLOODPLAIN INFORMATION:

ACCORDING TO THE MAP NO. 4803900120K OF THE FEDERAL EMERGENCY
MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA
COUNTY, TEXAS, DATED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED
WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOOD PLAIN

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR
STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON
RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT
SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
08/07/2024	Modified alignment	JLC
08/23/2024	Irrigation Sleeves	JLC
11/05/2024	Median nose and wheel chair ramp updates	JLC
02/11/2025	Median nose and openings updates	JLC

ENGINEER'S SEAL
DE H. NGUYEN, P.E.
9709 LAKESIDE BLVD
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



TBPE NO. F-22671

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL
COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY
THE CITY OF IOWA COLONY.

ROBERT HEMMINGER, CITY MANAGER
DATE 4-11-2024
DINH V. HO, P.E., CITY ENGINEER
DATE 04112024



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

PM: DN DFT: IL
DSN:ML DATE: AUG-23 SHEET 1 OF 35

ELEVATION LAND SOLUTIONS - CREEKHAVEN SEC. 2 - PROJECT NO. 610.118.011.00 271

Wednesday, April 30, 2025

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

Re: Meridiana Parkway Traffic Signals
Meridiana Pkwy. at Crystal View Dr., Sierra Vista Blvd./ Sterling Gate Dr. & Karsten Blvd.
Recommendation for Final Acceptance
City of Iowa Colony Project No. CSW 210701-0871
Adico, LLC Project No. 16007-4-355

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Traffic Signals located at Merdiana Pkwy at Crystal View Dr., Sierra Vista Blvd./ Sterling Gate Dr. & Karsten Blvd. The final inspection was held October 29, 2024, and with all punch list items completed as of March 31, 2025.

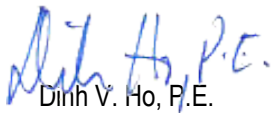
City council approved this project into the One Year Maintenance Period on October 16, 2023. Adico, LLC recommends final acceptance of facilities, effective May 12, 2025, if approved by city council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-355



April 22, 2025

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: 1-Year Inspection – Punchlist Completion
Meridiana Parkway Traffic Signals for
Brazoria County Municipal Utility District No. 32

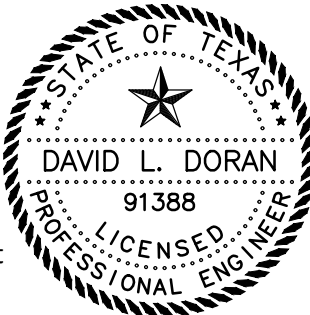
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on October 29, 2024, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

As of March 31, 2025, the aforementioned results have been addressed, and the project has since been verified as complete after a final walk was held with the appropriate representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

Sincerely,

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



P:\001 Sierra Vista - BCMUD 32\033 Meridiana Pkwy Traffic Signal\Construction\Acceptance Package\City of Iowa Colony\To City of Iowa Colony\Meridiana Parkway Traffic Signals - 1-Year Punchlist Completion Letter.docx

Thursday, October 12, 2023

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

**Re: Meridiana Parkway Traffic Signals
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. CSW 210701-0871
Adico, LLC Project No. 16007-4-355**

Dear Mayor Kennedy and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Parkway Traffic Signals. The final inspection was held September 7, 2023, and all punch list items have been completed.

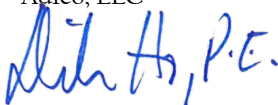
Based on our review of the closeout documents provided, Adico, LLC recommends approval of the Meridiana Parkway Traffic Signals into the One-Year Maintenance Period. The maintenance period shall be effective October 16, 2023, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-355



Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Meridiana Parkway Traffic Signals for
Brazoria County Municipal Utility District No. 32

CONTRACTOR: Statewide Traffic Signal Company
1509 West 34th Street
Houston, Texas 77018

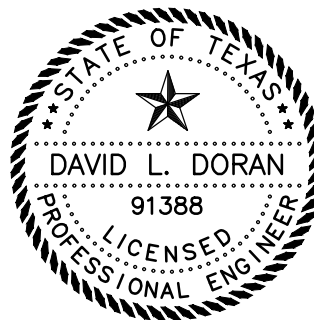
ENGINEER: Elevation Land Solutions
18811 Megan Way, Suite A
New Caney, Texas 77357

I hereby certify that this project is substantially complete as of July 13, 2022; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Director of Construction Management

DLD/mm



September 22, 2023

P:\001 Sierra Vista - BCMUD 32\033 Meridiana Pkwy Traffic Signal\Construction\Acceptance Package\City of Iowa Colony\To City of Iowa Colony\Meridiana Parkway Traffic Signals - Substantial Completion Letter.docx

MAINTENANCE BOND BOND NO. HSHNSU0774734

STATE OF TEXAS

Contract Date _____

COUNTY OF BRAZORIA

Date Bond Executed _____

PRINCIPAL Statewide Traffic Signal CompanySURETY Harco National Insurance Company**OWNER: Brazoria County Municipal Utility District No. 32****PENAL SUM OF BOND Four Hundred Ninety Four Thousand Nine Hundred Seventy Five Dollars and Sixty Cents (\$494,975.60), being 100 percent of the Contract Price.****CONTRACT for Construction of Meridiana Parkway Traffic Signals for Brazoria County Municipal Utility District No. 32, Brazoria County, Texas (the "Contract").**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Statewide Traffic Signal Company

PRINCIPAL

By

Name

Title

Address 1509 West 34th Street

Houston, TX 77018

ATTEST

By

Name

Title

(SEAL)

Harco National Insurance Company

SURETY

By

Name

Title

(SEAL)

ATTEST

By

Name

Title

Physical Address:

One Newark Center

20th Floor

Newark, NJ 07102

Mailing Address:

One Newark Center

20th Floor

Newark, NJ 07102

Telephone: (800) 333-4167

Local Recording Agent Personal Identification Number:
1903053

Agency Name: Technical Assurance, LLC

Agency Address 26623 Oak Ridge Dr., The Woodlands, TX 77380

Agency Telephone (281) 296-9997

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Maria L. Ochoa, certify that I am the secretary of the corporation named as Principal in the Bond; that Joseph G. Spanos, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Maria G. Ochoa (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # HSHNSU0774 Item 34.

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EDWARD ARENS, PHILIP BAKER, JILLIAN O'NEAL, ERICA ANNE COX, REBECCA GARZA, MICHELE BONNIN

The Woodlands, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00868

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR BOND:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

*Redline
Drawings*

Plan Sheets: 24, 29, 30, 34, 34B

BRAZORIA COUNTY, TEXAS

PLANS FOR CONSTRUCTION
OF
TRAFFIC SIGNAL INSTALLATION
FOR

COUNTY ROAD 56 (MERIDIANA PARKWAY) AT CRYSTAL VIEW DRIVE,
SIERRA VISTA BOULEVARD/STERLING GATE DRIVE & KARSTEN BOULEVARD
IOWA COLONY, TEXAS

ISSUED FOR CONSTRUCTION

BY: *Justin W. Qualls, PE, PTOE* DATE: 05/24/2021

RECORD DRAWING

This record drawing is a compilation of a copy of the sealed engineering drawing for this project; modified by addenda, change orders, and information furnished by the contractor. The information shown on the record drawings that is not visible cannot be verified for accuracy or completeness.

Bradley Means PE PTOE ATP

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-58	GENERAL CONSTRUCTION NOTES
6	UTILITIES NOTES
7	SUMMARY OF TRAFFIC SIGNAL QUANTITIES
8-19	BARRICADE AND CONSTRUCTION STANDARDS BC(1)-14 THRU BC(12)-14
20	TRAFFIC CONTROL PLAN TCP(2-5)-12
21-22	BARRICADES AND SIGNS WZ(BTS-1)-13 & WZ(BTS-2)-13
23	CR 56 AT CRYSTAL VIEW DRIVE EXISTING CONDITIONS
24	CR 56 AT CRYSTAL VIEW DRIVE TRAFFIC SIGNAL LAYOUT
25	CR 56 AT CRYSTAL VIEW DRIVE LEGEND FOR TRAFFIC SIGNAL LAYOUT
26	CR 56 AT CRYSTAL VIEW DRIVE ELEVATIONS FOR TRAFFIC SIGNAL LAYOUT
27	CR 56 AT CRYSTAL VIEW DRIVE SIGNING & PAVEMENT MARKING LAYOUT
28	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE EXISTING CONDITIONS
29	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE TRAFFIC SIGNAL LAYOUT
30	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE LEGEND FOR TRAFFIC SIGNAL LAYOUT
31	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE ELEVATIONS FOR TRAFFIC SIGNAL LAYOUT
32	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE SIGNING & PAVEMENT MARKING LAYOUT
33	CR 56 AT KARSTEN BOULEVARD EXISTING CONDITIONS
34	CR 56 AT KARSTEN BOULEVARD TRAFFIC SIGNAL LAYOUT
35	CR 56 AT KARSTEN BOULEVARD LEGEND FOR TRAFFIC SIGNAL LAYOUT
36	CR 56 AT KARSTEN BOULEVARD ELEVATIONS FOR TRAFFIC SIGNAL LAYOUT
37	CR 56 AT KARSTEN BOULEVARD SIGNING & PAVEMENT MARKING LAYOUT
38	NOTES FOR PLAN LAYOUTS
39	CONTROLLER FOUNDATION DETAIL (HDS) - SD/SCFD
40	OVERHEAD STREET NAME SIGN MOUNTING DETAILS (HDS) - OSNS/MD
41	POLE MOUNTED (APS) PEDESTRIAN SIGNALS (HDS) - CD/PM(APS)PS
42-44	PAVEMENT MARKINGS PM(1)-03, PM(2)-10, PM(3)-12
45-50	ELECTRICAL DETAILS ED(1, 3, 4, 5, 6, 7)-14
51	TRAFFIC SIGNAL POLE FOUNDATION TS-FD-12
52-55	PEDESTRIAN FACILITIES PED-12A - FOUR SHEETS
56-57	SINGLE MAST ARM ASSEMBLIES SMA-100(1,2)-12
57A	STREET NAME SIGN DETAILS (ILLUMINATED) SNS-95
57B	MAST ARM CONNECTIONS MA-C(LSN)-12

2

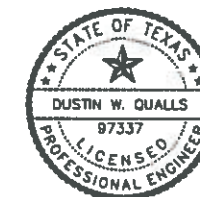
1 REVISIONS MADE ON
04/22/2020

2 REVISIONS MADE ON
06/26/2020

3 REVISIONS MADE ON
08/05/2020

4 REVISIONS MADE
04/19/2021

281



Justin W. Qualls, PE, PTOE

04/19/2021

SHEET 1 OF 57

PREPARED FOR:

LAND TEJAS STERLING
LAKES SOUTH, LLC

- SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND BRAZORIA COUNTY, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS SHALL GOVERN ON THIS PROJECT.
- FOR BARRICADES AND SIGNING AT INDIVIDUAL INTERSECTIONS UNDER SIGNAL CONSTRUCTION, REFER TO STANDARD SHEETS WZ(BTS-1)-13 & WZ(BTS-2)-13.



TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS
Texas Registration Number F-003158

801 Congress Avenue, Suite 325, Houston, TX 77002
TEL (713) 270-8145

BRAZORIA COUNTY, TEXAS

PLANS FOR CONSTRUCTION
OF
TRAFFIC SIGNAL INSTALLATION
FOR

COUNTY ROAD 56 (MERIDIANA PARKWAY) AT CRYSTAL VIEW DRIVE,
SIERRA VISTA BOULEVARD/STERLING GATE DRIVE & KARSTEN BOULEVARD

IOWA COLONY, TEXAS

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-5B	GENERAL CONSTRUCTION NOTES
6	UTILITIES NOTES
7	SUMMARY OF TRAFFIC SIGNAL QUANTITIES
8-19	BARRICADE AND CONSTRUCTION STANDARDS BC(1)-14 THRU BC(12)-14
20	TRAFFIC CONTROL PLAN TCP(2-5)-12
21-22	BARRICADES AND SIGNS WZ(BTS-1)-13 & WZ(BTS-2)-13
23	CR 56 AT CRYSTAL VIEW DRIVE EXISTING CONDITIONS
24	CR 56 AT CRYSTAL VIEW DRIVE TRAFFIC SIGNAL LAYOUT
25	CR 56 AT CRYSTAL VIEW DRIVE LEGEND FOR TRAFFIC SIGNAL LAYOUT
26	CR 56 AT CRYSTAL VIEW DRIVE ELEVATIONS FOR TRAFFIC SIGNAL LAYOUT
27	CR 56 AT CRYSTAL VIEW DRIVE SIGNING & PAVEMENT MARKING LAYOUT
28	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE EXISTING CONDITIONS
29	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE TRAFFIC SIGNAL LAYOUT
30	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE LEGEND FOR TRAFFIC SIGNAL LAYOUT
31	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE ELEVATIONS FOR TRAFFIC SIGNAL LAYOUT
32	CR 56 AT SIERRA VISTA BLVD/STERLING GATE DRIVE SIGNING & PAVEMENT MARKING LAYOUT
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57B	MAST ARM CONNECTIONS MA-C(ILSN)-12

PREPARED FOR:

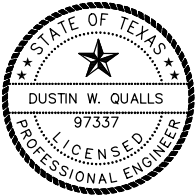
LAND TEJAS STERLING
LAKES SOUTH, LLC



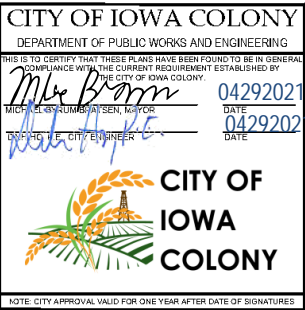
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2. FOR BARRICADES AND SIGNING AT INDIVIDUAL INTERSECTIONS UNDER SIGNAL CONSTRUCTION, REFER TO STANDARD SHEETS WZ(BTS-1)-13 & WZ(BTS-2)-13.

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS
Texas Registration Number F-003158
801 Congress Avenue, Suite 325, Houston, TX 77002
TEL (713) 270-8145



04/19/2021



1 REVISIONS MADE ON
04/22/2020

2 REVISIONS MADE ON
06/26/2020

3 REVISIONS MADE ON
08/05/2020

4 REVISIONS MADE ON
04/19/2021

Wednesday, April 30, 2025

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

Re: Meridiana Section 55B – Storm Water and Paving Facilities
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. Iworq 5446
Adico, LLC Project No. 16007-4-559

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection of Meridiana Section 55B – Storm Water and Paving Facilities. The final inspection was held on April 11, 2025, with all punch list items completed on April 14, 2025.

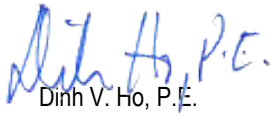
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Meridiana Section 55B – Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 12, 2025, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-559

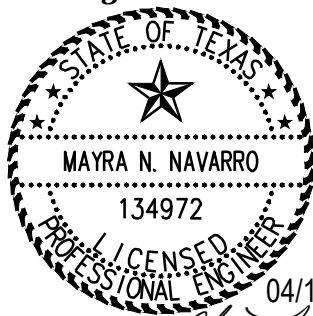
CERTIFICATION OF INFRASTRUCTURE FOR:
Meridiana, Section Fifty Five-B

(Project Name)

I, Mayra N. Navarro, P.E
(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



04/14/2025

Engineer's Signature

EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY MAINTENANCE BOND

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

a. Bond Number: GS24800152

b. Principal: Rodriguez Construction Group, LLC

c. Surety: The Gray Casualty & Surety Company

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and the City of Iowa Colony; 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: Rodriguez Construction Group, LLC and the City of Iowa Colony

Subdivision involved: Meridiana Section Fifty Five-B

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Fifty Five-B

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: \$ 1,817,730.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years 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 Obligor, 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 Obligor 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 Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

SURETY:

The Gray Casualty & Surety Company

By: _____

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

Rodriguez Construction Group, LLC

By: _____

Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

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

GENERAL POWER OF ATTORNEY

Bond Number: GS24800152 **Principal:** Rodriguez Construction Group, LLC

Project: Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Fifty Five-B

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

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

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

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

You may also write to the Surety at:

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

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

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

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

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

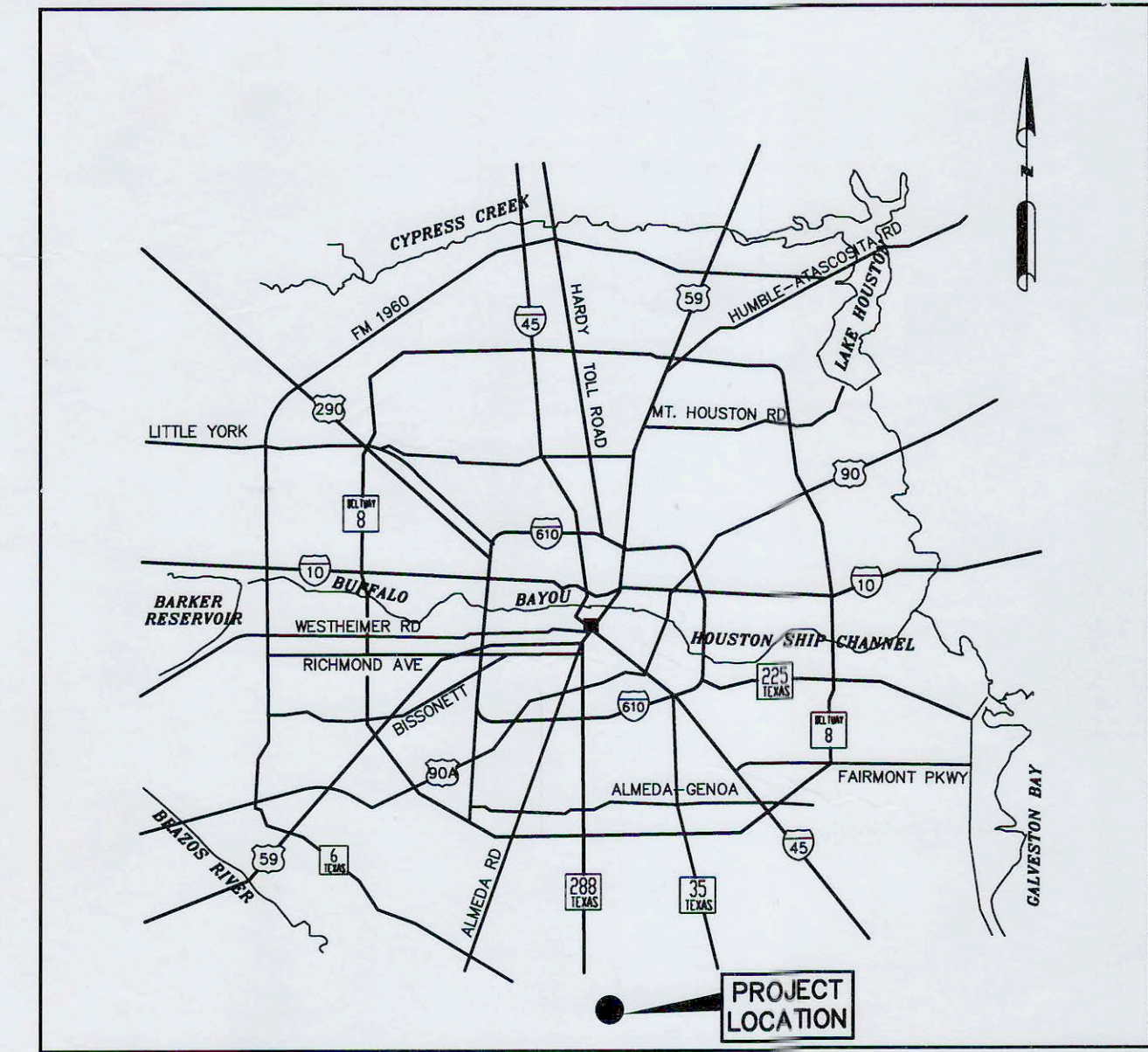
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION 55B

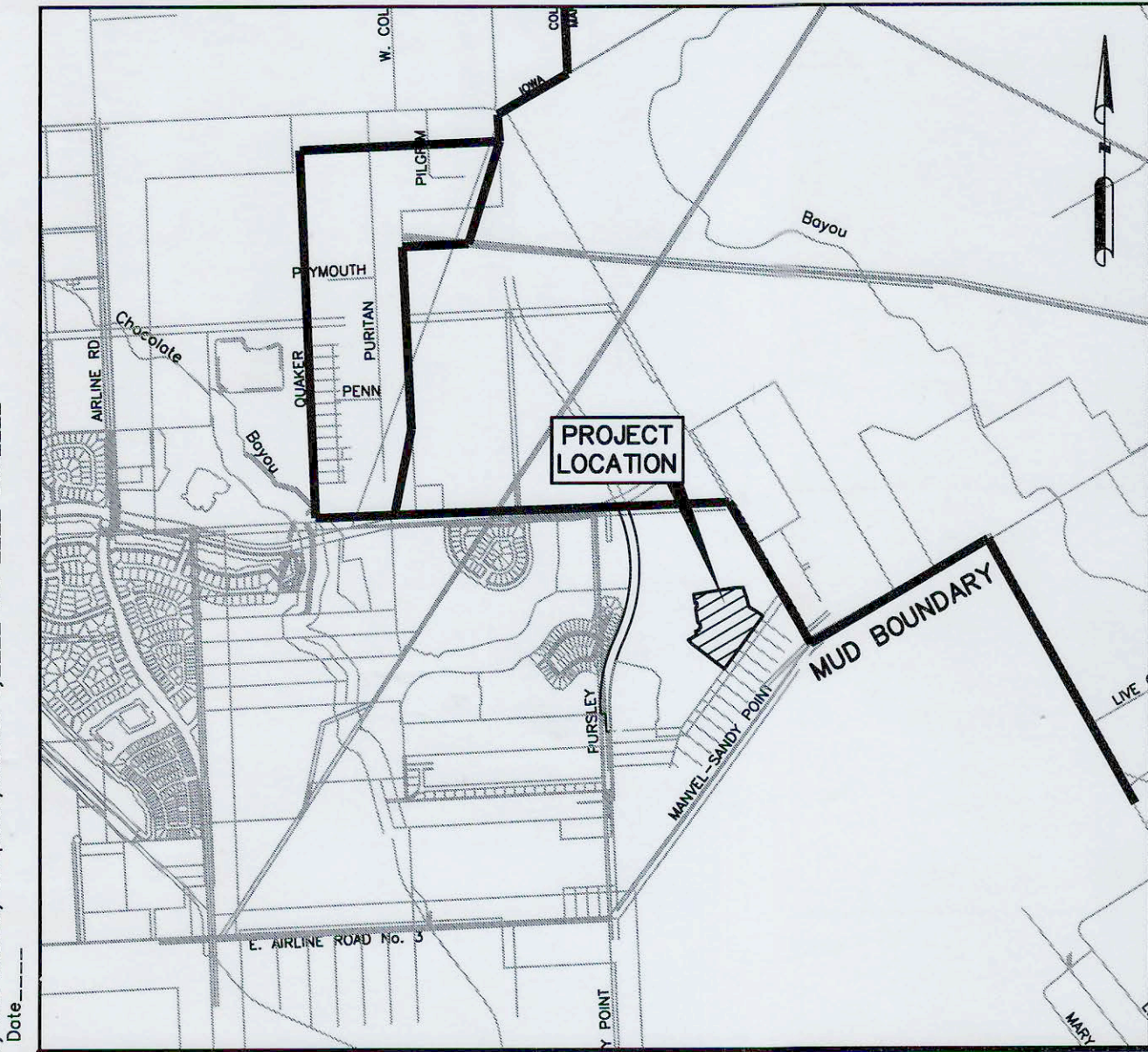
IOWA COLONY, TEXAS

PRINTED
APR 01 2025

RECORD DRAWINGS			
PRELIMINARY (UNDER REVIEW)	4-11-25	DATE	
INTERNAL REVIEW	DATE	INITIALS	
1 SURVEY	4-15-25	3V3	
1 CPS	4-15-25	241	
1 ENGINEER	4-15-25	241	
1 FINAL	4-15-25	DATE	
		INITIALS	



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.
KEY MAP NO. 692 H

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
01	COVER SHEET (P-4594)
02	GENERAL NOTES
LAYOUTS	
03	PAVING AND DRAINAGE LAYOUT
04	DRAINAGE CALCULATIONS
05	WATER, WASTEWATER AND SIGNAGE LAYOUT
06	STORM WATER POLLUTION PREVENTION LAYOUT
07	LOT GRADING LAYOUT
08	CROSS SECTIONS LAYOUT
PLAN AND PROFILES	
09	MURILLO DRIVE STA 0+00 TO STA 8+60 PLAN AND PROFILE
10	BOTTICELLI PATH STA 0+00 TO STA 4+50 & CHAGALL COURT STA 0+00 TO 2+25 PLAN AND PROFILE
11	GETTY LANE STA 0+00 TO STA 6+50 PLAN AND PROFILE
12	DA SILVA STREET STA 0+00 TO STA 5+50 & LOUVRE LANE STA 0+00 TO 3+50 PLAN AND PROFILE
13	LOUVRE LANE STA 0+00 TO 6+20 PLAN AND PROFILE
14	DA SILVA STREET STA 0+00 TO STA 5+50 & LOUVRE LANE STA 6+20 TO END PLAN AND PROFILE
DETAILS	
15	WATER DETAILS (1 OF 2)
16	WATER DETAILS (2 OF 2)
17	SANITARY SEWER DETAILS (1 OF 3)
18	SANITARY SEWER DETAILS (2 OF 3)
19	SANITARY SEWER DETAILS (3 OF 3)
20	STORM SEWER DETAILS (1 OF 4)
21	STORM SEWER DETAILS (2 OF 4)
22	STORM SEWER DETAILS (3 OF 4)
23	STORM SEWER DETAILS (4 OF 4)
24	PAVEMENT DETAILS (1 OF 4)
25	PAVEMENT DETAILS (2 OF 4)
26	PAVEMENT DETAILS (3 OF 4)
27	PAVEMENT DETAILS (4 OF 4)
28	STORM WATER POLLUTION PREVENTION PLAN DETAILS



CITY OF IOWA COLONY



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
ROBERT HEWING, CITY MANAGER	DATE 12/19/2024
DINH HO, P.E., CITY ENGINEER	DATE 12/20/2024
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4667 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

December 2024

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o
Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR
dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING
WORK.

Wednesday, April 30, 2025

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

Re: Meridiana Section 55B – Water Distribution and Wastewater Collection Facilities
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. Iworq 5446
Adico, LLC Project No. 16007-4-559

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection of Meridiana Section 55B – Water Distribution and Wastewater Collection Facilities. The final inspection was held on April 11, 2025, with all punch list items completed on April 14, 2025.

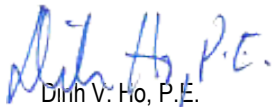
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Meridiana Section 55B – Water Distribution and Wastewater Collection Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 12, 2025, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-559

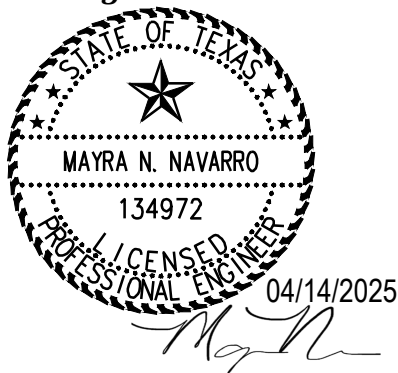
CERTIFICATION OF INFRASTRUCTURE FOR:
Meridiana, Section Fifty Five-B

(Project Name)

I, Mayra N. Navarro, P.E
(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





Engineer's Signature
EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

CITY OF IOWA COLONY MAINTENANCE BOND

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

a. Bond Number: GS24800152

b. Principal: Rodriguez Construction Group, LLC

c. Surety: The Gray Casualty & Surety Company

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and the City of Iowa Colony; 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: Rodriguez Construction Group, LLC and the City of Iowa Colony

Subdivision involved: Meridiana Section Fifty Five-B

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Fifty Five-B

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: \$ 1,817,730.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years 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 Obligor, 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 Obligor 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 Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

SURETY:

The Gray Casualty & Surety Company

By: _____

Signature

Jillian O'Neal

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

PRINCIPAL:

Rodriguez Construction Group, LLC

By: _____

Signature

Roy Rodriguez

Print or Type Signer's Name

President

Signer's Title



ATTACH POWER OF ATTORNEY

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

GENERAL POWER OF ATTORNEY

Bond Number: GS24800152 **Principal:** Rodriguez Construction Group, LLC

Project: Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Fifty Five-B

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

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

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

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

You may also write to the Surety at:

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

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

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

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

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

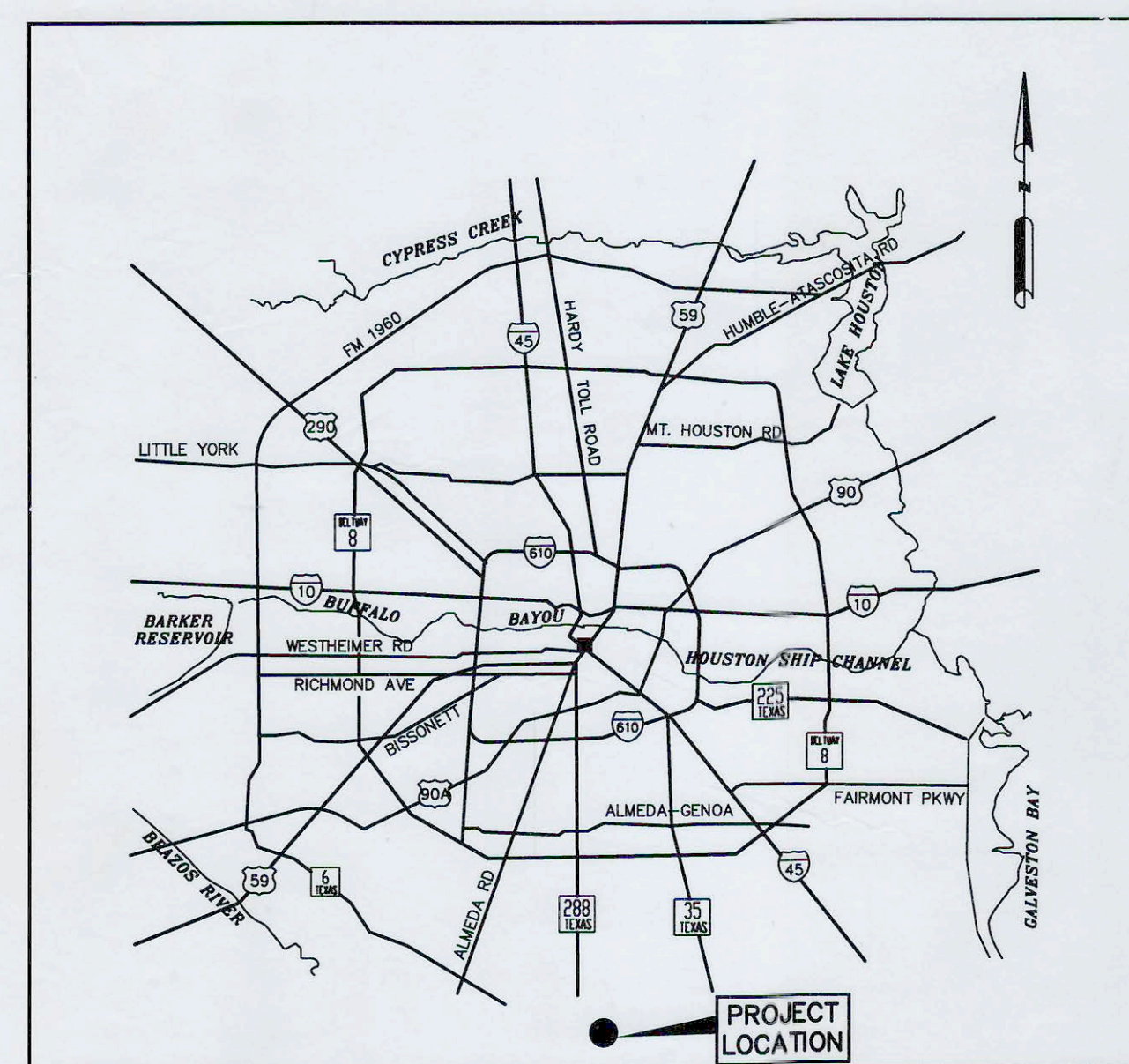
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION 55B

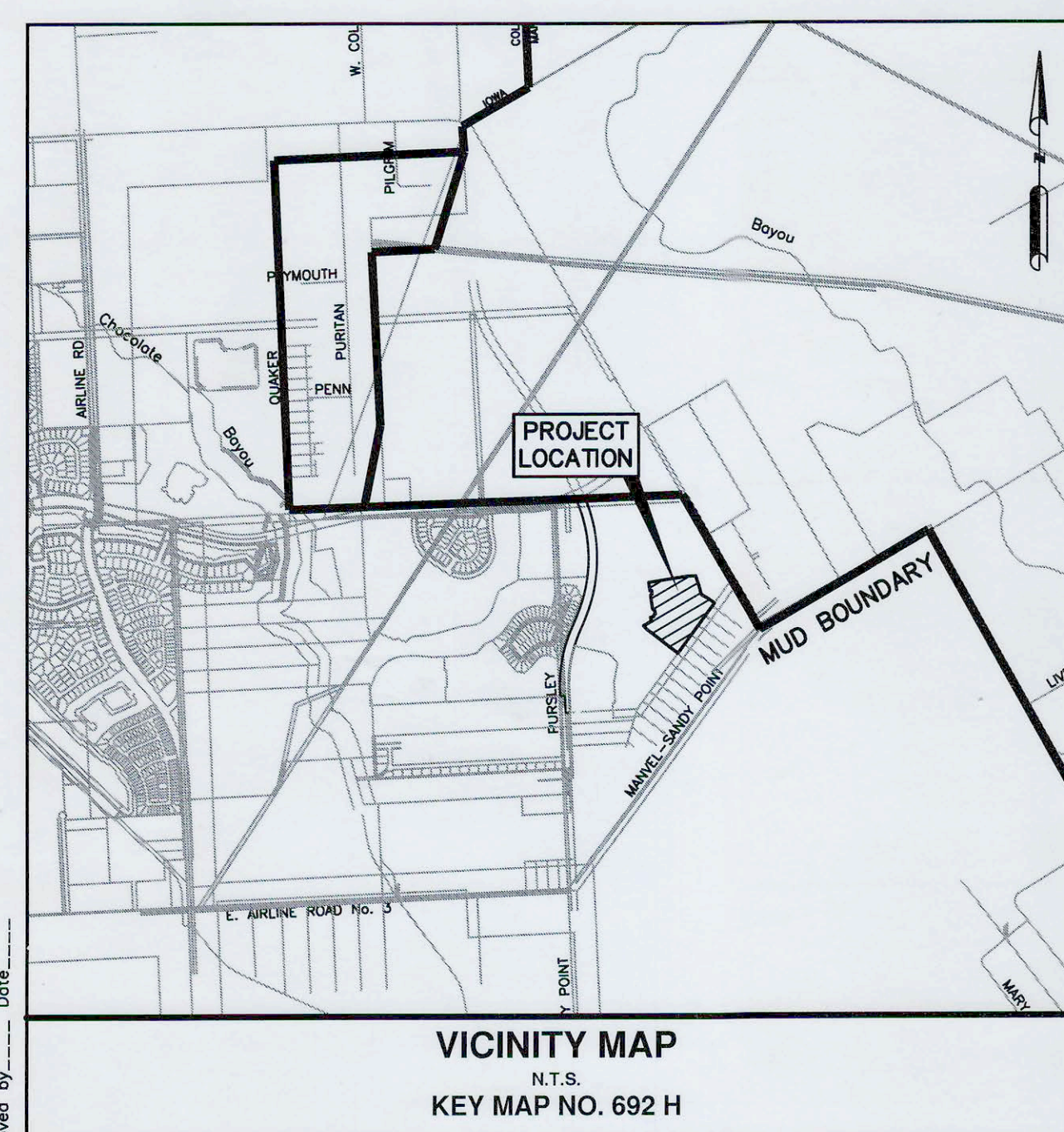
IOWA COLONY, TEXAS

PRINTED
APR 01 2025

RECORD DRAWINGS			
PRELIMINARY (UNDER REVIEW)	4-11-25	DATE	
INTERNAL REVIEW	DATE	INITIALS	
1 SURVEY	4-15-25	SVJ	
1 CPS	4-15-25	241	
1 ENGINEER	4-15-25	241	
1 FINAL	4-15-25	DATE	
		INITIALS	

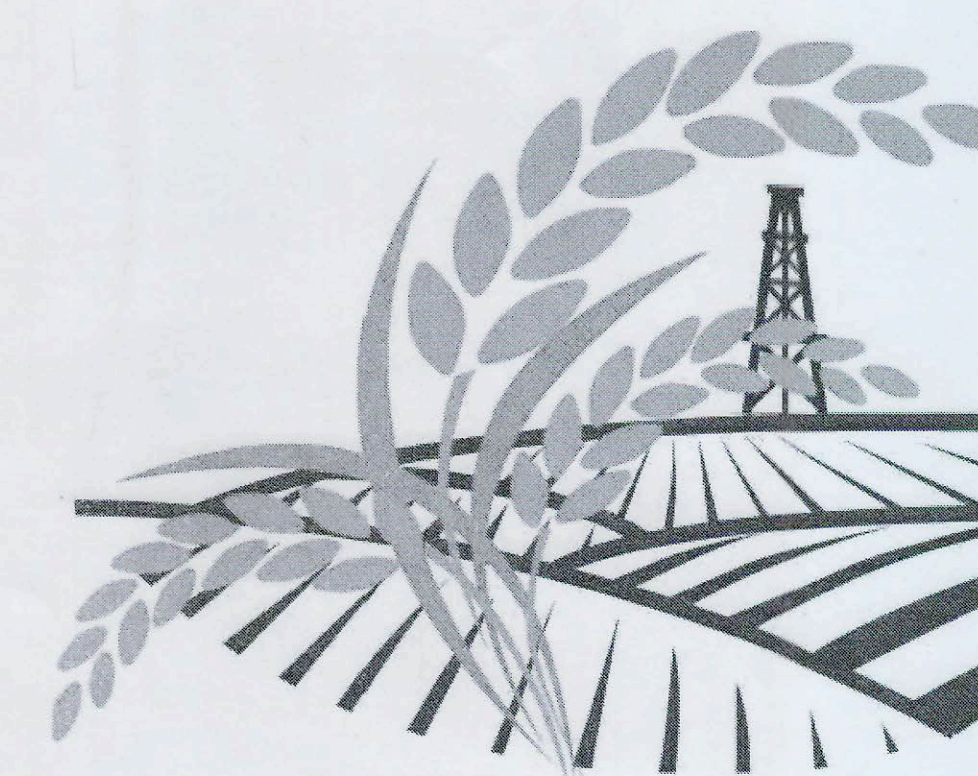


LOCATION MAP
N.T.S.

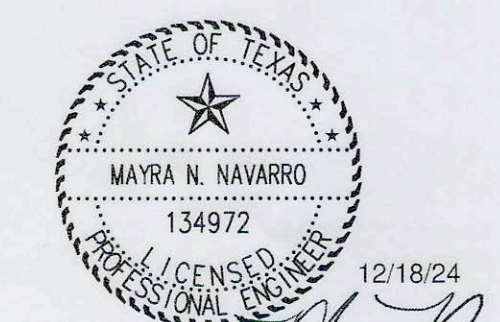


VICINITY MAP
N.T.S.
KEY MAP NO. 692 H

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
01	COVER SHEET (P-4594)
02	GENERAL NOTES
LAYOUTS	
03	PAVING AND DRAINAGE LAYOUT
04	DRAINAGE CALCULATIONS
05	WATER, WASTEWATER AND SIGNAGE LAYOUT
06	STORM WATER POLLUTION PREVENTION LAYOUT
07	LOT GRADING LAYOUT
08	CROSS SECTIONS LAYOUT
PLAN AND PROFILES	
09	MURILLO DRIVE STA 0+00 TO STA 8+60 PLAN AND PROFILE
10	BOTTICELLI PATH STA 0+00 TO STA 4+50 & CHAGALL COURT STA 0+00 TO 2+25 PLAN AND PROFILE
11	GETTY LANE STA 0+00 TO STA 6+50 PLAN AND PROFILE
12	DA SILVA STREET STA 0+00 TO STA 5+50 & LOUVRE LANE STA 0+00 TO 3+50 PLAN AND PROFILE
13	LOUVRE LANE STA 0+00 TO 6+20 PLAN AND PROFILE
14	DA SILVA STREET STA 0+00 TO STA 5+50 & LOUVRE LANE STA 6+20 TO END PLAN AND PROFILE
DETAILS	
15	WATER DETAILS (1 OF 2)
16	WATER DETAILS (2 OF 2)
17	SANITARY SEWER DETAILS (1 OF 3)
18	SANITARY SEWER DETAILS (2 OF 3)
19	SANITARY SEWER DETAILS (3 OF 3)
20	STORM SEWER DETAILS (1 OF 4)
21	STORM SEWER DETAILS (2 OF 4)
22	STORM SEWER DETAILS (3 OF 4)
23	STORM SEWER DETAILS (4 OF 4)
24	PAVEMENT DETAILS (1 OF 4)
25	PAVEMENT DETAILS (2 OF 4)
26	PAVEMENT DETAILS (3 OF 4)
27	PAVEMENT DETAILS (4 OF 4)
28	STORM WATER POLLUTION PREVENTION PLAN DETAILS



CITY OF IOWA COLONY

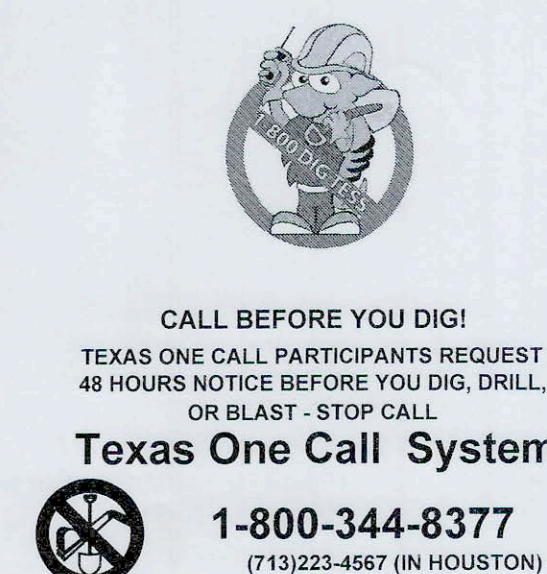


CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
Robert Hemminger, CITY MANAGER	DATE 12/19/2024
Dinh Ho, P.E., CITY ENGINEER	DATE 12/20/2024
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

December 2024



10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300



ENGINEERING THE FUTURE
SINCE 1936

JOB NO. 081-911-55-02

CIOC Project No. 4804
Adico, LLC Project No. 16007-3-612

P-4594

SHEET 1 OF 28 SHEETS

PETS 4-10-25 EM

APPROVED, ADICO, LLC, 12202024
MERIDIANA SECTION 55B P-4594
296

Wednesday, April 30, 2025

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

Re: Phase I Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Section 1
Brazoria County Municipal District 57
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. Iworq 4216
Adico, LLC Project No. 16007-4-519

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Phase I Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Section 1. The final inspection was held on February 13, 2025, with all punch list items completed on April 1, 2025.

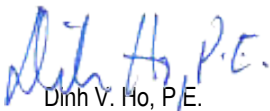
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Phase I Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Section 1 into the One-Year Maintenance Period. The maintenance period shall be effective May 12, 2025, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Natasha Brooks
File: 16007-4-519

CERTIFICATION OF INFRASTRUCTURE FOR:
Ellwood Detention Basin Excavation Phase 1

(Project Name)

I, Luis Sanabria, P.E

(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



Luis Sanabria

Engineer's Signature
EHRA

Licensed Engineering Firm Name

10011 Meadowglen Lane

Address

Houston, Texas 77042

City, State and Zip Code

713-784-4500

Phone No.

STATEMENT OF COMPLIANCE FOR:

Phase 1 Detention Basin Excavation, Spoil Placement and Outfall to serve Ellwood Section OneProject Name

I, Luis Sanabria, P.E.
(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas, do hereby acknowledge that field and laboratory materials tests were performed on the materials installed under and for the proposed pavement, drainage systems, sanitary sewer systems and water systems on the above referenced project and the final test results at each location sampled or tested by our accredited and licensed laboratory met the project specifications as listed in the construction documents for this project and as required by the Regulations of City of Iowa Colony for the Acceptance and Approval of Infrastructure. Attached hereto are the results of the testing performed on the project with a summary below.

Paving (Final Subgrade Compaction, Concrete Cylinder Tests, Concrete Core Tests, Concrete thickness, Backfill and Bedding with compressive strength of cement stabilized sand (psi), compaction of backfill, Concrete Slump Tests, Final quality of pavement, curb, joints and finishes. These listed items are only for guidance purposes only. Provide any other applicable paving tests and results not included in this description)

This section will be verified by the CMT Lab in their final report package.

(Provide a synopsis of all test results and attach all associated lab reports with this form)

CITY OF IOWA COLONY Statement of Compliance

12003 CR65, Rosharon, Texas 77583 Phone: 281-369-2471

CITY ENGINEER:

Drainage Systems (Storm Sewers, Storm Sewer Manhole, Storm Sewer Inlets, Manhole and Inlet Stenciling, Outfalls and Detention Pond. These listed items are only for guidance purposes only. Provide any other applicable drainage systems tests and results not included in this description)

[illegible]

(Provide a synopsis of all test results and attach all associated lab reports with this form)

Sanitary Sewer Systems *(Sanitary Sewer Pressure Test, Sanitary Sewer Manhole vacuum test, Sanitary Sewer Manhole Stenciling, Sanitary Sewer Drop Manholes in compliance with Standard City of Iowa Colony Details, Coating of Sanitary Sewer Drop Manhole, ~~approval by TCEQ and related documentation~~ and Inflow and Outflow channels in the Storm Sewer Manhole. These listed items are only for guidance purposes only. Provide any other applicable sanitary sewer systems tests and results not included in this description)*

No Sanitary Sewer Systems installed on this project.

(Provide a synopsis of all test results and attach all associated lab reports with this form)

Water Systems (Water Pressure Tests, Water Quality Test within acceptable standards, Bac-T Test, tests for the WTP, ~~approval by TCEQ and related documentation~~, and test results for fire hydrants and general compliance with City of Iowa Colony standard engineering details and Engineering Design and Criteria Manual. These listed items are only for guidance purposes only. Provide any other applicable drainage systems tests and results not included in this description)

No Water Systems installed on this project.

(Provide a synopsis of all test results and attach all associated lab reports with this form)

Engineer's Seal

04/15/2025

Engineer's Signature

EHRA

*Licensed Engineering Firm Name*10011 MEADOWGLEN LANE*Address*HOUSTON, TX 77042*City, State and Zip Code*(713) 784-4500*Phone No.*

**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: 108042450

b. Principal: Northtex Construction, LLC

c. Surety:

Name: Travelers Casualty and Surety Company of America

State Where Surety is Incorporated: Connecticut

d. Obligee(s): Brazoria County Municipal Utility District No. 57 and the City of Iowa Colony; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: 11/1/2011

Parties: Principal and the City of Iowa Colony

Subdivision involved: Ellwood Section One

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Phase 1 Detention Basin Excavation, Spoil Placement, and Outfall to serve Ellwood Section One

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: \$3,061,760.36

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: two years 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 Obligor, 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 Obligor 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 Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

SURETY:


Travelers Casualty and Surety Company of America

PRINCIPAL:

Northtex Construction, LLC

1533 Ella Boulevard
Houston, Texas 77090
832-409-5740

By: _____



Signature

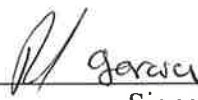
Richard Covington

Print or Type Signer's Name

Attorney-in-Fact

Signer's Title

By: _____



Signature

Ruben Garcia

Print or Type Signer's Name

President

Signer's Title

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young, Ryan Varela, and Melanie Salinas of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on, behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

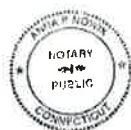
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 PLANS FOR CONSTRUCTION OF PHASE 1 DETENTION BASIN EXCAVATION, SPOIL PLACEMENT, AND OUTFALL TO SERVE ELLWOOD SECTION 1 IOWA COLONY, TEXAS

PRINTED
OCT 29 2024

RECORD DRAWINGS			
PRELIMINARY (UNDER REVIEW)	4-15-25	DATE	
INTERNAL REVIEW	DATE	INITIALS	
<input type="checkbox"/> SURVEY			
<input type="checkbox"/> GPS			
<input type="checkbox"/> ENGINEER			
<input type="checkbox"/> FINAL	DATE	INITIALS	

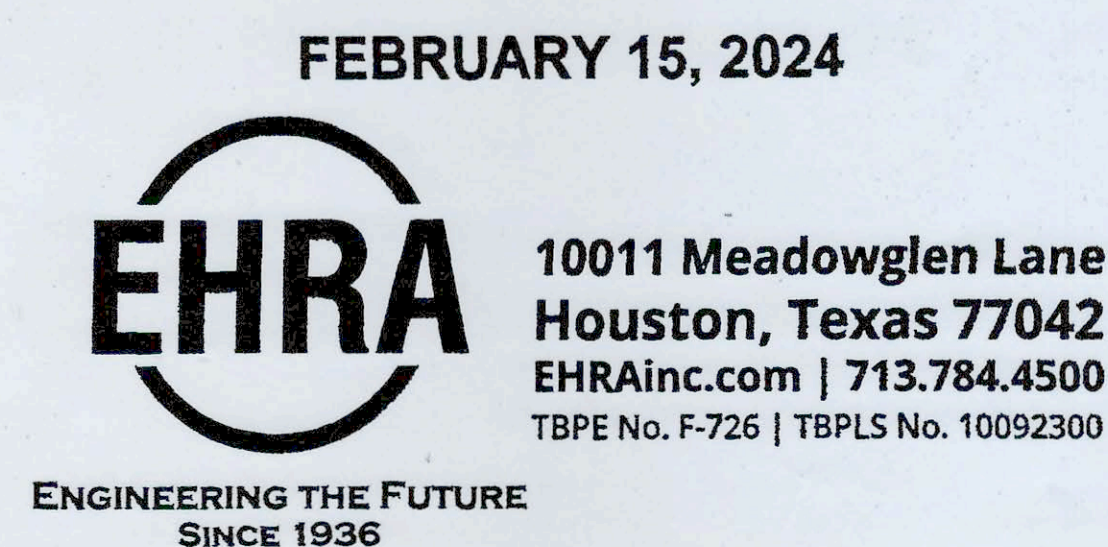
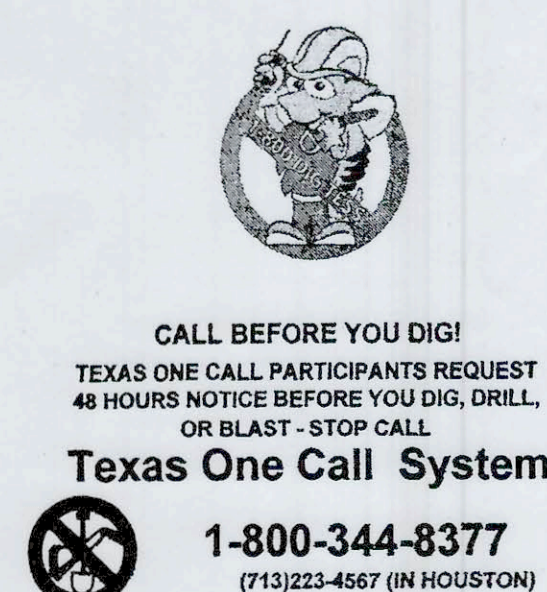
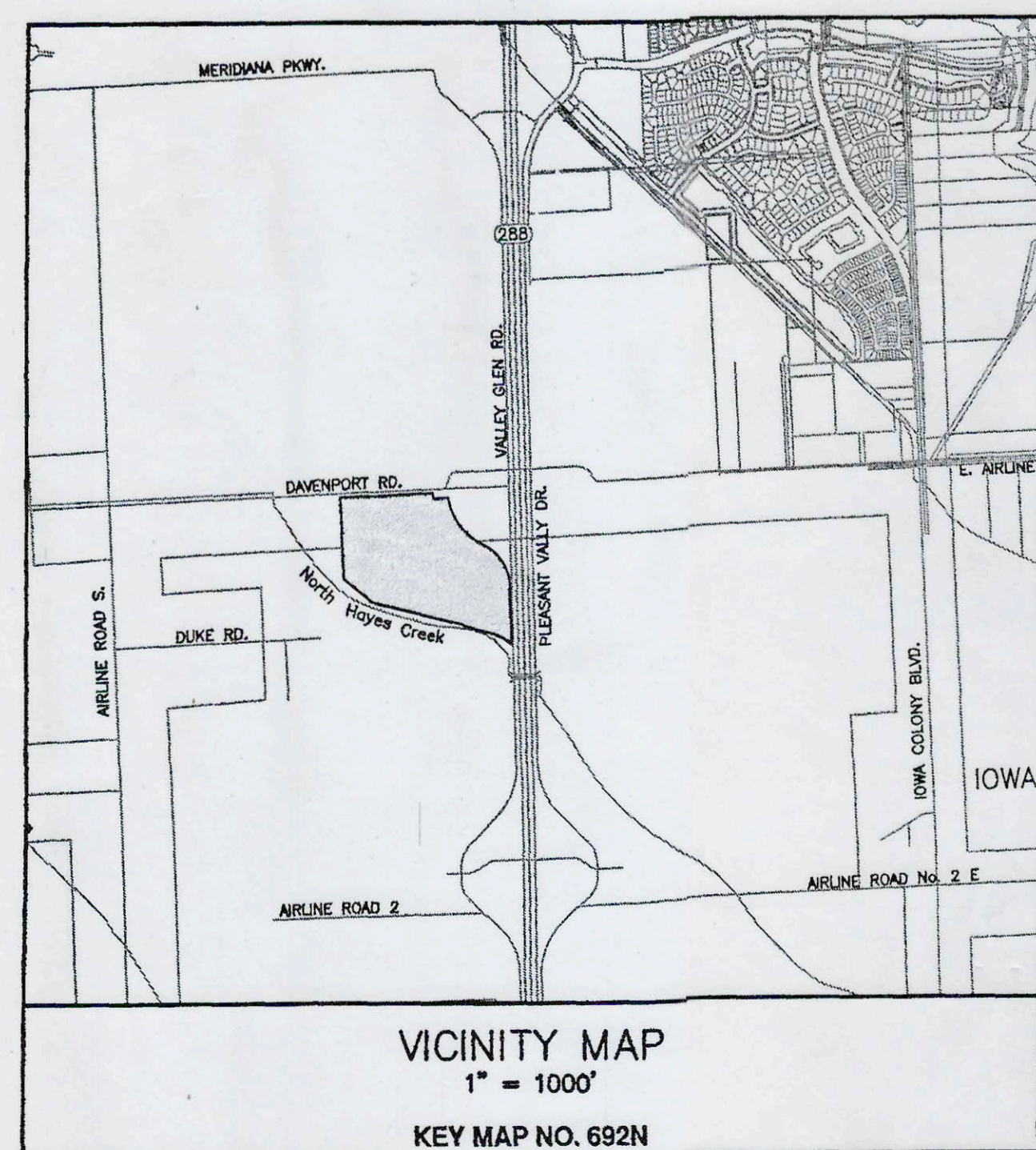
APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5


LEE WALDEN, P.E. PRESIDENT	DATE	<i>Kerry L. Osburn</i> 9/9/24 KERRY/L. OSBURN VICE PRESIDENT	DATE
<i>Brandon Middleton</i> 9/9/24 BRANDON MIDDLETON SECRETARY/TREASURER	DATE	<i>Dinh V. Ho, P.E.</i> 9/9/24 DINH V. HO, P.E. DISTRICT ENGINEER	DATE

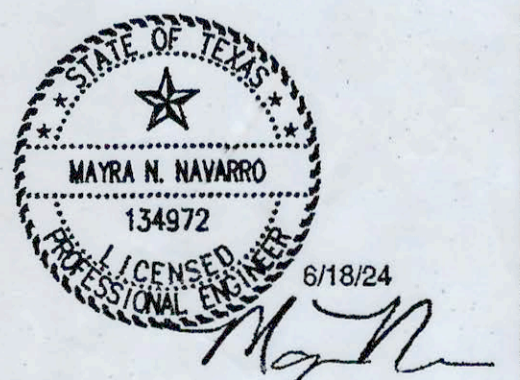
NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B240016

INDEX TO DRAWINGS	
Sheet Number	Sheet Title
01	COVER SHEET
02	GENERAL NOTES
03	SITE DEMO LAYOUT
04	OVERALL DETENTION LAYOUT
05	SPOIL SITE GRADING AND STORM WATER POLLUTION PREVENTION PLAN
06	SPOIL SITE 5 GRADING PLAN LAYOUT
07	SPOIL SITE 6 GRADING PLAN LAYOUT
08	POND 'A' LAYOUT
09	POND 'B' LAYOUT
10	POND 'C' LAYOUT
11	POND 'A' CROSS SECTIONS
12	POND 'B' CROSS SECTIONS
13	POND 'C' CROSS SECTIONS
14	TEMPORARY LOW WATER CROSSING PLAN AND PROFILE
15	STORM SEWER DETAILS (SHEET 1 OF 4)
16	STORM SEWER DETAILS (SHEET 2 OF 4)
17	STORM SEWER DETAILS (SHEET 3 OF 4)
18	STORM SEWER DETAILS (SHEET 4 OF 4)
19	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 1 OF 2)
20	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 2 OF 2)
21	STORM OUTFALL DETAILS
22	BACKSLOPE INTERCEPTOR DETAILS



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Robert Hemminger</i> 8/19/2024 ROBERT HEMMINGER, CITY MANAGER	DATE
<i>Dinh V. Ho</i> 08/19/2024 DINH HO, P.E., CITY ENGINEER	DATE
	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	



NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. ☎ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

COIC Project No. 3517
Adico, LLC Project No. 16007-3-520 P-4471