

MUD 31

Certified Values	% Value of City Total	Value Subject to 70% Rebate	70% Tax Rebate to TIRZ2/MUD 31	Value subject to 30% Cost of Service
\$ 332,360,871.00	51.23%	\$ 232,652,609.70	\$ 1,045,359.36	\$ 99,708,261.30
Total Taxes Collected - 2/28/21		\$ 2,889,811.53		
% of Total Taxes Collected - 2/28/21		95.72%		
70% Rebate Total X %of Total Funds		\$ 1,000,617.98		
Funds Available for MUD 31 Rebate		\$ 1,874,128.60		
Balance		\$ 873,510.62		

Balance - Property Tax Collected	\$ 873,510.62
Balance - TIRZ2 (30% City Collected)	\$ 304,945.41
Bond Payment (4/1)	\$ (98,276.98)
Total City Tax after payments - 02/28/2021	<u>\$ 1,080,179.05</u>
Budgeted Amount	\$ 1,164,165.53
difference	\$ 83,986.48

TIRZ 2

Certified Values	% Value of City Total	Value Subject to 70% Rebate	70% Tax Rebate to TIRZ2/MUD 31	Value subject to 30% Cost of Service
\$ 224,268,811.00	\$ 34.57	\$ 156,988,167.70	\$ 736,602.61	\$ 67,280,643.30

Total Funds Received 2/28/21

70% Current Tax	\$ 711,969.11
70% Delinquent Tax	\$ (429.86)
30% City Current Tax	\$ 305,129.64
30% Delinquent Tax	\$ (184.23)

Less: (70% Payment to TIRZ2)	\$ 711,539.25
Balance	\$ 304,945.41

Copy

MEMORANDUM

Date: April 14, 2021
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – March 2021 Engineer's Report
cc: Ron Cox, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses – TxDOT is expected to have the 90% drawings completed by May 2021 TxDOT for the following grade crossing. Iowa Colony Blvd., Meridiana Parkway, Cedar Rapids Parkway, Davenport Parkway and Dubuque Parkway though Iowa Colony. They are also building an overpass at County Road 60.

The proposed schedule is completion of engineering design by September 2021. Construction is scheduled to be let for September 2022.

Branding: The City has an opportunity to add branding to the Retaining Wall at Iowa Colony Blvd. TxDOT does not charge for this cost, however, they do require the City to provide construction documents. Ron will discuss options to achieve this.
2. Crystal Lagoon- The Developer has submitted and a PUD Amendment to incorporate the Crystal Lagoon and Town Center. City staff will review and provide comments. The Plan of Development was denied by P&Z and City Council. We expect to meet with the Developer again to discuss.
3. AMES ROAD BRIDGE
 - Subject to Environmental Clearance – Expected to start bidding in Summer 2021.
4. ROADWAY REPAIRS
 - Interlocal with BC Agreement for FY 2020-2021 has been submitted and approved by Commissioners Court. County has requested the City to reduce the total mileage to a total of 2 miles.
 - The City received confirmation from Brazoria County for CDBG-HUD funds. The City allocation this year is \$140,000. Staff has identified CR 382 as the road to be repaired for this funding. Note, funds must be used for areas that meets the Low to Moderate income level. Staff is working with BC on this this project.
5. GRANTS
 - We will be submitting the following grants
 - i. GLO-CDBG MITIGATION GRANT – HURRICANE HARVEY
 1. Proposed grant will provide for acquisition and funding for a Flood Mitigation Basin
 2. Total Grant funds is estimated to approximately \$7.23 mil.
 3. Grant Application submitted. Expect end of April 2021 determination.
 - ii. TWBD- FIF GRANT –
 1. Proposed grant will fund the City first Master Drainage Plan
 2. Total amount will by \$300k, of which \$150k will be matching funds.
 3. Approved. Currently awaiting agreement from TWDB.
6. CONSTRUCTION PROJECT STATUS:

- A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - Meridiana Commercial Utility and Paving (Section 68)– Utility 80% complete.
 - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
 - BCMUD 55 MER WWTP Exp to 0.48 MGD- 80% complete.
 - Meridiana 81B- Complete. On the agenda
 - B. *STERLING LAKES – LAND TEJAS*
 - Active construction projects.
 - Sterling Lakes Lift Station Expansion– Complete. Need closeout documents.
 - BCMUD 31 WWTP Expansion Ph IV – Ongoing @ 90% complete.
 - BCMUD 31 GST Replacement – 100% complete- awaiting closeout documents.
 - C. *SIERRA VISTA - LAND TEJAS*
 - Active construction projects
 - Meridiana Parkway Phase 5 – 95% complete
 - Meridiana Parkway Phase 6 – 95% complete
 - Lane switch on 12/17/2020. Final Completion on hold due to power pole.
 - D. *SIERRA VISTA WEST - LAND TEJAS*
 - Active construction projects:
 - BCMUD 53 Water Well Plant – Plant is 95% complete.
 - Sierra Vista West Mass Grading and Detention Phase II – 85% complete.
 - BCMUD 53 WWTP- 70% complete.
 - BCMUD 53 Offsite Lift Station – 85% complete.
 - Crystal View Drive Phase III – 85% complete
 - Sierra Vista West Section 4 – 60% -
 - Sierra Vista West Section 5 – 15%
 - Sierra Vista West Section 6 – 70%
 - E. *OTHER CONSTRUCTION PROJECTS*
 - AISD H.S. No. 4 – 90% of civil complete internally.
 - Davenport/Discovery Drive: We have sent the third set of comments to the EHRA for corrections. We expect to have the plans approved this month. Construction is expect to start summer of 2021.
 - City will need to acquire the ROW in front of the two homes west of Sophie Mary.
7. *OTHER ITEMS:*
- A. Baymark Pipeline/ South Texas NGL Pipeline –



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report March 2021

Offense	Reported
Burglary	0
Theft	3
Robbery	0
Total Index Crimes Reported	3
Reports Taken	
Misdemeanor	14
Felony	9
Arrests	
Misdemeanor	6
Felony	0
Traffic Enforcement	
Citations	224
Warnings	18
Accident Investigations	
Minor Crashes	7
Major Crashes	0
Fatality Crashes	0
Calls for Service	
Alarms	33
Assist Other Agency	47
Disturbance	7
Fire	2
Other	242
Security Checks	583
Suspicious Activity/Persons	12

Significant Events

- March 2021 – Staff have continued to participate in conference calls with local and county officials and monitoring the response to COVID-19. Staff have provided guidance and information to various stakeholders for response and mitigation.
- March 1 – Officer was dispatched to a reckless driver on SH 288 near Meridiana Pkwy. The vehicle was located and driver was arrested for Driving While Intoxicated. Driver was also found to have an outstanding felony arrest warrant.
- March 4 – Officer conducted a traffic stop on a vehicle on Sterling Lakes Dr. Driver was found to be in violation of an emergency protective order. Driver was arrested.



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

-
- March 23 – Officer attempted to stop vehicle on SH 6 near Louisiana St. Driver of vehicle fled from officers resulting in a vehicle pursuit. Driver of vehicle crashed the vehicle on CR 190. Driver was later identified and an arrest warrant has been obtained.

Copy



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

CODE COMPLIANCE

City Ordinance Violations	2	<ul style="list-style-type: none">• Magnolia Bend – Septic System – Referred to TCEQ• Illegal Dumping – Davenport – Trash and debris abated
Sign Violations	6	<ul style="list-style-type: none">• Censeo Home – Iowa Colony Blvd – Citation• Liberty Homes – Hwy 288 – Citation• Beazer Homes – Hwy 6 – Pending• Gehan Homes – Hwy 6 – Pending• Coventry Homes – Hwy 6 – Citation• GreenEco – Hwy 6 – Pending• LGI – Hwy 288 - Abated• Greypoint – Hwy 288 – Abated• David Weekly – Hwy 288 – Abated• Liberty – Meridiana Pkwy – Abated• Colina Homes – Hwy 288 and Hwy 6 – Abated• Long Lake Builders – Cedar Rapids - Abated
Stake Signs (Abated)	78	<ul style="list-style-type: none">• Angelia Homes – 14• Colina Homes – 16• Liberty Homes – 16• Castlerock Homes – 20• KB Homes – 12 <p>All companies were given violation notices.</p>
Bite Cases	1	<ul style="list-style-type: none">• Armstrong Dr – Home Quarantine – No Further Action Required
Animals at Large	9	<ul style="list-style-type: none">• 7 Unable to locate• 2 Transferred to Houston Humane
Wildlife	3	<ul style="list-style-type: none">• 2 Opossums – Relocated• 1 Bat - Disposed
Loose Livestock	4	
Close Patrol		<ul style="list-style-type: none">• Meridiana Subdivision



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Other

- Sterling Lakes Subdivision
- Louisiana Mobile Home Park
- Twain – Dogs Fighting – No Action
- Paradise Founders – Injured Dog – No Action
- Assisted Houston SPCA with picking up an abandoned horse
- Assisted PD with animals during a welfare check

Copy



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

MONTHLY REPORT- March 2021

April 5, 2021

Mayor and Council,

See March monthly report for both the Building Department and Fire Marshal's Office below.

Building Department

Inspections Conducted-

Building Inspections-	716
Plumbing Inspections -	470
Mechanical Inspections-	157
Electrical Inspections-	407
Total-	1750

Total Fees Collected-

Initial Fees-	\$207,782.11
Re- Inspection Fees-	\$3800.00
Convenience Fee-	\$2049.08
Total-	\$213,631.19

Mobile Food Unit-

3- Mobile Food Unit permits were issued.

Fire Marshal

Several citations were issued for city ordinance and state law violations.

- 1- Selling food without required permit.
- 1- Driving without valid driver's license.
- 2- Working out of an unmarked vehicle- plumbing.
- 3- Performing plumbing without required license or registration.

Thanks,

Albert Cantu

Albert Cantu,
Fire Marshal/Building Official

12:20 PM

04/16/21

Accrual Basis

City of Iowa Colony
Balance Sheet
As of March 31, 2021

	Mar 31, 21
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
Baymark Pipeline LLC	
Baymark P - Engr/Inspctn/Legal	20,540.04
Baymark Pipeline LLC - Other	183,037.50
Total Baymark Pipeline LLC	203,577.54
Cherry Crushed Concrete	23,200.00
Early Plat- Merid Sec 68	507,670.79
Early Plat- SVW Section 3	-0.01
Formosa/Lav pipeline-TRC	10,826.04
M2E3/EnterprisePipeline	5,466.76
Meridiana Escrow	4,615.00
Old Airline Market- Axis Dev.	207.50
Sierra Vista- Land Tejas	46,313.80
Sierra Vista West- Land Tejas	44,442.37
South Texas NGL Pipeline, LLC	
South TX NGL -Engr/Inspct/Legal	21,027.56
South Texas NGL Pipeline, LLC - Other	183,622.50
Total South Texas NGL Pipeline, LLC	204,650.06
Sterling Lakes - Land Tejas	10,532.84
1002401 · Capital Contribution-CR 64	1,731,000.00
1002406 · Earlt Platting Escrow Sec. 13	-0.01
1002501 · Property Delq Tax - TIF 100%	3,159.70
1002502 · Property Tax TIF-100%	-105,691.73
1003600 · Opening Balance Equity	753,437.07
1003601 · Retained Earnings	-95,189.00
Total Equity	3,348,218.72
TOTAL LIABILITIES & EQUITY	3,348,218.72

12:20 PM

04/16/21

Accrual Basis

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Income				
4100 · GENERAL REVENUE				
4109 · Mixed Beverage Tax	431.09	2,000.00	-1,568.91	21.6%
4110 · City Sales Tax	190,953.94	350,000.00	-159,046.06	54.6%
4120 · Property Tax	1,910,598.29	1,164,165.53	746,432.76	164.1%
4121 · Delinquent Property Tax	15,733.11	35,000.00	-19,266.89	45.0%
4130 · Property Tax - TIF - 70%	719,301.18	0.00	719,301.18	100.0%
4131 · Delinquent Tax - TIF - 70%	689.26	0.00	689.26	100.0%
4132 · City Property TIF 30%	308,271.96	0.00	308,271.96	100.0%
4133 · City Property Delinquent TIF 30%	295.39	0.00	295.39	100.0%
4134 · Intermodel Ship. Container	891.00	2,000.00	-1,109.00	44.6%
Total 4100 · GENERAL REVENUE	3,147,165.22	1,553,165.53	1,593,999.69	202.6%
4122 · OTHER REVENUE				
4124 · Accident Reports	40.00	0.00	40.00	100.0%
4126 · MUD 31 Annexation				
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
4126 · MUD 31 Annexation - Other	0.00	0.00	0.00	0.0%
Total 4126 · MUD 31 Annexation	0.00	500,000.00	-500,000.00	0.0%
4122 · OTHER REVENUE - Other	4,294.44	0.00	4,294.44	100.0%
Total 4122 · OTHER REVENUE	4,334.44	500,000.00	-495,665.56	0.9%
4125 · Arrest Fees	39.76	0.00	39.76	100.0%
4200 · BUILDING & CONSTRUCTION PERMITS				
4201 · Building Construction Permits	887,515.55	1,375,000.00	-487,484.45	64.5%
4202 · Trade Fees	20,495.44	40,000.00	-19,504.56	51.2%
4203 · Reinspection Fees	18,825.00	25,000.00	-6,175.00	75.3%
4204 · Signs	200.00	2,500.00	-2,300.00	8.0%
4205 · Misc Permits	2,545.10	1,000.00	1,545.10	254.5%
4206 · Dirt Work Permits	0.00	1,500.00	-1,500.00	0.0%
4207 · Driveway Permits	1,150.00	3,000.00	-1,850.00	38.3%
4210 · Culvert Permit	150.00	1,000.00	-850.00	15.0%
4211 · Commercial Vehicle Permit	500.00	3,000.00	-2,500.00	16.7%
4212 · Park Use Permit	1,130.00			
4213 · Mobile Food Unit Permit	750.00			
Total 4200 · BUILDING & CONSTRUCTION PERMITS	933,261.09	1,452,000.00	-518,738.91	64.3%
4300 · PLAT FEES				
4301 · Preliminary Plat Fees	7,140.00	75,000.00	-67,860.00	9.5%
4302 · Final Plat Fees	20,950.00	40,000.00	-19,050.00	52.4%
4303 · Abbreviated Plat Fees	9,750.00	2,000.00	7,750.00	487.5%
4304 · Plat Re-Check Fee	0.00	0.00	0.00	0.0%
4305 · Admin Fee- Early Plat Recording	10,153.42	300,000.00	-289,846.58	3.4%
Total 4300 · PLAT FEES	47,993.42	417,000.00	-369,006.58	11.5%

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
4400 · ENGINEERING FEES				
4401 · Infrastructure Plan Review Fee	24,518.40	150,000.00	-125,481.60	16.3%
4402 · Recheck Fee	0.00	0.00	0.00	0.0%
4403 · Civil Site Plan Review Fee	102,628.66	300,000.00	-197,371.34	34.2%
4404 · Other	0.00	0.00	0.00	0.0%
Total 4400 · ENGINEERING FEES	127,147.06	450,000.00	-322,852.94	28.3%
4500 · ZONING FEES				
4501 · Rezoning Fees	0.00	3,000.00	-3,000.00	0.0%
4502 · Misc Zoning Fees	0.00	0.00	0.00	0.0%
4503 · Specific Use Permit	0.00	2,000.00	-2,000.00	0.0%
Total 4500 · ZONING FEES	0.00	5,000.00	-5,000.00	0.0%
4600 · FRANCHISE				
4601 · Franchise Tax - Electric	94,155.20	110,000.00	-15,844.80	85.6%
4602 · Franchise Tax - Gas	0.00	20,000.00	-20,000.00	0.0%
4603 · Telecommunications Fee-Sales Tax	151.64	10,000.00	-9,848.36	1.5%
4600 · FRANCHISE - Other	0.00	0.00	0.00	0.0%
Total 4600 · FRANCHISE	94,306.84	140,000.00	-45,693.16	67.4%
4700 · CITATIONS				
4701 · Citations / Warrants	193,186.94	200,000.00	-6,813.06	96.6%
4702 · Delinquent Court Collection	0.00	5,000.00	-5,000.00	0.0%
4703 · Court Security Fee	3,477.21	2,000.00	1,477.21	173.9%
4704 · Court Technology Fee	3,455.30	2,500.00	955.30	138.2%
4700 · CITATIONS - Other	241.00			
Total 4700 · CITATIONS	200,360.45	209,500.00	-9,139.55	95.6%
4800 · SPECIAL FUNDS				
4803 · Miscellaneous Grants	7,926.48	0.00	7,926.48	100.0%
4805 · Park Reserves	0.00	35,000.00	-35,000.00	0.0%
Total 4800 · SPECIAL FUNDS	7,926.48	35,000.00	-27,073.52	22.6%
4900 · INVESTMENT INCOME				
4910 · Interest Income	35.31	1,000.00	-964.69	3.5%
Total 4900 · INVESTMENT INCOME	35.31	1,000.00	-964.69	3.5%
Total Income	4,562,570.07	4,762,665.53	-200,095.46	95.8%
Gross Profit	4,562,570.07	4,762,665.53	-200,095.46	95.8%
Expense				
MUD 31 Expense	1,000,617.98			
UNKNOWN EXPENSE				
1105110 · Payroll Expenses	413.84	0.00	413.84	100.0%
Total UNKNOWN EXPENSE	413.84	0.00	413.84	100.0%

12:20 PM

04/16/21

Accrual Basis

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
10 - ADMINISTRATION				
10-5111 - Payroll - City Secretary	27,750.00	62,831.00	-35,081.00	44.2%
10-5112 - Payroll - Clerk	0.00	17,680.00	-17,680.00	0.0%
10-5113 - Payroll-City Manager	36,798.45	100,000.00	-63,201.55	36.8%
10-5114 - Merit pool (For all employees)	0.00	0.00	0.00	0.0%
10-5115 - Payroll Clerk - Overtime	0.00	0.00	0.00	0.0%
10-5120 - Payroll Taxes	2,175.26	13,248.88	-11,073.62	16.4%
10-5127 - TMRS	3,489.65	18,202.06	-14,712.41	19.2%
10-5130 - Texas Workforce Commission	144.00	486.00	-342.00	29.6%
10-5132 - Insurance - Health	72.00	11,660.00	-11,588.00	0.6%
10-5200 - Professional Services	0.00	0.00	0.00	0.0%
10-5210 - Legal Delinquent Citations	0.00	0.00	0.00	0.0%
10-5211 - Legal	39,022.28	100,000.00	-60,977.72	39.0%
10-5212 - Audit	14,018.00	22,000.00	-7,982.00	63.7%
10-5213 - Tax Appraisal & Collection	0.00	0.00	0.00	0.0%
10-5214 - Legislative & Admin Action	0.00	5,000.00	-5,000.00	0.0%
10-5219 - Management Professional Service	5,816.50	10,000.00	-4,183.50	58.2%
10-5220 - Website - Professional				
Website Domain	434.99	400.00	34.99	108.7%
10-5220 - Website - Professional - Other	2,500.00	5,500.00	-3,000.00	45.5%
Total 10-5220 - Website - Professional	2,934.99	5,900.00	-2,965.01	49.7%
10-5225 - Equipment Maintenance	277.00			
10-5227 - Hosting BCCA Meeting	0.00	0.00	0.00	0.0%
10-5228 - Property Taxes Collection Fee	0.00	7,000.00	-7,000.00	0.0%
10-5229 - BCAD Fee	10,527.74	6,000.00	4,527.74	175.5%
10-5240 - Building Maintenance				
Prof Cleaning Services	5,400.00			
10-5240 - Building Maintenance - Other	4,689.31	50,000.00	-45,310.69	9.4%
Total 10-5240 - Building Maintenance	10,089.31	50,000.00	-39,910.69	20.2%
10-5245 - Technology	7,205.64	16,000.00	-8,794.36	45.0%
10-5246 - Software Maintenance / License	7,277.64	7,500.00	-222.36	97.0%
10-5250 - Utilities	2,781.51	9,000.00	-6,218.49	30.9%
10-5260 - Equipment Rentals	1,337.09	3,000.00	-1,662.91	44.6%
10-5320 - Supplies / Printing	2,685.25	12,000.00	-9,314.75	22.4%
10-5321 - Postage	157.90	750.00	-592.10	21.1%
10-5322 - Advertising & Legal Notices	2,437.30	5,000.00	-2,562.70	48.7%
10-5323 - Telephone Expense	8,284.46	10,000.00	-1,715.54	82.8%
10-5325 - Miscellaneous	2,591.11	0.00	2,591.11	100.0%
10-5326 - Well Permit Fee	0.00	30.00	-30.00	0.0%
10-5411 - Travel & Training	1,606.03	2,400.00	-793.97	66.9%
10-5412 - Seminars/BCCA	0.00	1,200.00	-1,200.00	0.0%
10-5439 - Election Costs	3,561.94	8,000.00	-4,438.06	44.5%
10-5481 - Mayor's Special Expense	26.82	1,500.00	-1,473.18	1.8%
10-5495 - Dues	200.00	2,000.00	-1,800.00	10.0%
10-5630 - Equipment	2,122.10	500.00	1,622.10	424.4%
10-5710 - Insurance - Windstorm	911.00	7,500.00	-6,589.00	12.1%
10-5720 - Insurance - Liability/Prop/ WC	14,705.50	20,000.00	-5,294.50	73.5%
10-5721 - Bank Fees	0.00	100.00	-100.00	0.0%
10-5722 - credit card fees	435.14	4,000.00	-3,564.86	10.9%
10-5723 - Certificate Pay	0.00	0.00	0.00	0.0%
10-5724 - Longevity PAy	180.00	240.00	-60.00	75.0%
10-5725 - Grant Admin	0.00	15,000.00	-15,000.00	0.0%

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
10-5730 · Building Renovations	0.00	0.00	0.00	0.0%
5113 · Payroll - Office Manager	0.00	0.00	0.00	0.0%
Total 10 · ADMINISTRATION	211,621.61	555,727.94	-344,106.33	38.1%
15 · FINANCE				
15-5112 · Payroll - Senior Accountant	35,000.04	70,004.00	-35,003.96	50.0%
15-5127 · TMRS	4,401.25	7,357.42	-2,956.17	59.8%
15-5128 · FICA	2,553.61	5,355.31	-2,801.70	47.7%
15-5129 · TWC	144.00	162.00	-18.00	88.9%
15-5130 · WC	0.00	3,052.00	-3,052.00	0.0%
15-5132 · Health Insurance	2,726.40	5,830.00	-3,103.60	46.8%
15-5320 · Supplies/Printing	236.30	2,000.00	-1,763.70	11.8%
15-5321 · Postage	71.50	200.00	-128.50	35.8%
15-5410 · Technology	707.39	8,000.00	-7,292.61	8.8%
15-5411 · Training & Travel	0.00	5,000.00	-5,000.00	0.0%
15-5495 · Dues	0.00	2,500.00	-2,500.00	0.0%
15-5630 · Equipment	0.00	0.00	0.00	0.0%
15-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
15-5724 · Longevity Pay	0.00	0.00	0.00	0.0%
Total 15 · FINANCE	45,840.49	109,460.73	-63,620.24	41.9%
20 · POLICE DEPARTMENT				
20-5112 · Payroll - Police Chief	49,741.32	99,495.00	-49,753.68	50.0%
20-5113 · Payroll - Full Time Officer	195,383.59	490,614.50	-295,230.91	39.8%
20-5114 · Telecommunications Operator	0.00	17,680.00	-17,680.00	0.0%
20-5115 · Humane/Code Enf. Officer	19,154.10	41,600.00	-22,445.90	46.0%
20-5125 · Payroll - Overtime	7,731.19	10,000.00	-2,268.81	77.3%
20-5126 · Professional Services	5,650.00	7,000.00	-1,350.00	80.7%
20-5127 · TMRS	36,656.50	73,810.63	-37,154.13	49.7%
20-5128 · FICA	19,226.68	53,725.15	-34,498.47	35.8%
20-5129 · TWC	1,790.26	2,106.00	-315.74	85.0%
20-5130 · WC	0.00	28,313.38	-28,313.38	0.0%
20-5131 · Certification Pay	6,599.97	42,100.00	-35,500.03	15.7%
20-5132 · Health Insurance	21,705.51	69,960.00	-48,254.49	31.0%
20-5320 · Supplies & Printing	1,658.81	3,500.00	-1,841.19	47.4%
20-5321 · Postage	95.10	100.00	-4.90	95.1%
20-5322 · Recruiting and Hiring Expenses	679.16	1,500.00	-820.84	45.3%
20-5324 · Cell Phone	2,644.60	7,000.00	-4,355.40	37.8%
20-5325 · Miscellaneous	993.85	4,900.00	-3,906.15	20.3%
20-5326 · Uniforms	3,135.01	7,500.00	-4,364.99	41.8%
20-5327 · Charitable	0.00	0.00	0.00	0.0%
20-5410 · Technology	3,907.81	18,000.00	-14,092.19	21.7%
20-5411 · Travel & Training	862.57	5,000.00	-4,137.43	17.3%
20-5412 · Radio Service	3,618.00	3,300.00	318.00	109.6%
20-5413 · Radio Equipment	1,314.03	2,000.00	-685.97	65.7%
20-5415 · Building Maintenance	1,700.80	2,600.00	-899.20	65.4%
20-5450 · Vehicle Equipment	-869.00	5,000.00	-5,869.00	-17.4%
20-5495 · Association Dues	638.88	1,000.00	-361.12	63.9%
20-5496 · Dues - TCLDS	0.00	0.00	0.00	0.0%
20-5497 · Animal Control	2,642.50	2,000.00	642.50	132.1%
20-5498 · Hospital Expense - Suspects	0.00	1,000.00	-1,000.00	0.0%
20-5499 · Investigations	846.51	2,900.00	-2,053.49	29.2%
20-5724 · Longevity Pay	300.00	300.00	0.00	100.0%
20-5810 · Vehicle Insurance	4,341.00	5,000.00	-659.00	86.8%

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
20-5820 · Vehicle Repairs & Maint	3,553.27	13,000.00	-9,446.73	27.3%
20-5830 · Fuel	11,012.76	30,000.00	-18,987.24	36.7%
20-5840 · Equipment	3,514.06	10,000.00	-6,485.94	35.1%
20-5850 · Vehicle Replacement Fund	0.00	47,200.00	-47,200.00	0.0%
20-8000 · Emergency Management	435.78			
Total 20 · POLICE DEPARTMENT	410,664.62	1,109,204.66	-698,540.04	37.0%
25 · MUNICIPAL COURT				
25-5112 · Payroll- Municipal Court Clerk	18,895.24	45,001.00	-26,105.76	42.0%
25-5125 · Payroll - Clerk Overtime	1,903.72	2,500.00	-596.28	76.1%
25-5127 · TMRS	3,150.11	5,118.48	-1,968.37	61.5%
25-5128 · FICA	1,510.30	3,725.63	-2,215.33	40.5%
25-5129 · TWC	144.00	162.00	-18.00	88.9%
25-5130 · WC	0.00	1,962.04	-1,962.04	0.0%
25-5131 · Certification Pay	599.95	1,200.00	-600.05	50.0%
25-5132 · Health Insurance	2,715.29	5,830.00	-3,114.71	46.6%
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00	0.0%
25-5216 · Judge Court Fees	8,750.00	25,000.00	-16,250.00	35.0%
25-5217 · Prosecutor Fees	29,850.00	35,500.00	-5,650.00	84.1%
25-5218 · Interpreter	200.01	1,500.00	-1,299.99	13.3%
25-5219 · Professional Services - Muni Co	16,287.50	10,000.00	6,287.50	162.9%
25-5222 · Court Security Exp.	558.61	0.00	558.61	100.0%
25-5223 · Court Technology Exp.	0.00	0.00	0.00	0.0%
25-5315 · Payroll - Clerk	1,899.12	0.00	1,899.12	100.0%
25-5321 · Postage	27.80	500.00	-472.20	5.6%
25-5411 · Travel & Training	155.00	1,000.00	-845.00	15.5%
25-5414 · Jury Trial Expense	0.00	1,500.00	-1,500.00	0.0%
25-5415 · State Criminal Cost & Fees	80,037.90	80,000.00	37.90	100.0%
25-5500 · Supplies & Equipment	238.59	4,200.00	-3,961.41	5.7%
25-5730 · Contract Services	5,761.00	4,735.12	1,025.88	121.7%
Total 25 · MUNICIPAL COURT	172,684.14	234,434.27	-61,750.13	73.7%
30 · PUBLIC WORKS DEPARTMENT				
30-5115 · Payroll - Public Works	25,382.40	55,000.00	-29,617.60	46.1%
30-5125 · Payroll - Public Works Overtime	1,949.30	2,000.00	-50.70	97.5%
30-5127 · TMRS	3,742.27	5,990.70	-2,248.43	62.5%
30-5128 · FICA	1,830.81	4,600.00	-2,769.19	39.8%
30-5129 · TWC	144.00	162.00	-18.00	88.9%
30-5130 · WC	0.00	2,400.00	-2,400.00	0.0%
30-5131 · Certification Pay	0.00	0.00	0.00	0.0%
30-5132 · Health Insurance	2,715.29	5,830.00	-3,114.71	46.6%
30-5320 · Supplies	1,290.49	7,440.00	-6,149.51	17.3%
30-5326 · Uniforms	10.81			
30-5451 · Roads./ Bridges/ Drainage	3,817.00	325,000.00	-321,183.00	1.2%
30-5452 · Mowing Roads	21,200.00	60,000.00	-38,800.00	35.3%
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00	0.0%
30-5455 · Signs & Postings	4,201.79	8,000.00	-3,798.21	52.5%
30-5456 · Public Works Maintenance	7,660.74	25,000.00	-17,339.26	30.6%
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00	0.0%
30-5462 · Park Maintenance	24,468.02	70,000.00	-45,531.98	35.0%
30-5810 · Vehicle Insurance	369.00			
30-5820 · Vehicle Repairs & Maint	1,437.27	6,800.00	-5,362.73	21.1%
30-5830 · Fuel	1,283.88	5,000.00	-3,716.12	25.7%
30-5840 · Equipment	14,747.27	24,000.00	-9,252.73	61.4%

City of Iowa Colony
Profit & Loss Budget vs. Actual
October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
30-5860 · ROW Maintenance	0.00	5,000.00	-5,000.00	0.0%
Total 30 · PUBLIC WORKS DEPARTMENT	116,250.34	680,722.70	-564,472.36	17.1%
35 · COMMUNITY DEVELOPMENT				
35-5111 · Payroll-Building Official	32,291.70	80,000.00	-47,708.30	40.4%
35-5112 · Payroll-Permits Clerk	18,480.00	40,040.00	-21,560.00	46.2%
35-5125 · Payroll-Clerk Overtime	667.61	1,500.00	-832.39	44.5%
35-5127 · TMRS	6,564.59	12,773.85	-6,209.26	51.4%
35-5128 · FICA	3,629.86	9,297.81	-5,667.95	39.0%
35-5129 · TWC	432.00	324.00	108.00	133.3%
35-5130 · WC	0.00	5,234.05	-5,234.05	0.0%
35-5131 · Certification Pay	0.00	480.00	-480.00	0.0%
35-5132 · Health Insurance	5,593.15	8,745.00	-3,151.85	64.0%
35-5212 · Early Platting Escrow Exp. INV	0.00	0.00	0.00	0.0%
35-5214 · Engineering Services				
35-5216 · Platting	37,442.74	150,000.00	-112,557.26	25.0%
35-5217 · Plan Review	20,461.62	100,000.00	-79,538.38	20.5%
35-5218 · Permits/Inspections	92,360.74	195,000.00	-102,639.26	47.4%
35-5214 · Engineering Services - Other	34,394.25	80,000.00	-45,605.75	43.0%
Total 35-5214 · Engineering Services	184,659.35	525,000.00	-340,340.65	35.2%
35-5215 · Building Inspector Fees	399,994.97	295,500.00	104,494.97	135.4%
35-5219 · Professional Services - Plannin	17,177.06	85,000.00	-67,822.94	20.2%
35-5220 · TIF Fund (70% of TIF revenue t	711,539.25	0.00	711,539.25	100.0%
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00	0.0%
35-5246 · Software Subscription/License	3,502.28			
35-5320 · Supplies	1,753.74			
35-5326 · Uniforms	2,796.04			
35-5455 · Signage & Postings	322.50	4,000.00	-3,677.50	8.1%
35-5722 · Credit Card Fees	10,712.90	10,000.00	712.90	107.1%
35-5724 · Longevity Pay	120.00	240.00	-120.00	50.0%
35-5820 · Vehicle Repairs & Maint	1,221.39			
35-5830 · Fuel	347.74			
35-5840 · Equipment	8,229.57			
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
Total 35 · COMMUNITY DEVELOPMENT	1,410,035.70	1,087,634.71	322,400.99	129.6%
90 · CAPITAL AND PLANNING PROJECTS				
City Hall Remodel	4,821.00			
Parking and Storage Lot	0.00	0.00	0.00	0.0%
Public Safety Building Reserve	0.00	500,000.00	-500,000.00	0.0%
Purchase of Prop. Next to CH	5,212.31	0.00	5,212.31	100.0%
990 · Contingency	0.00	35,000.00	-35,000.00	0.0%
991 · PD - Vehicle	0.00	35,000.00	-35,000.00	0.0%
992 · PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00	0.0%
993 · Planning Projects	44,975.00	200,000.00	-155,025.00	22.5%

12:20 PM

04/16/21

Accrual Basis

City of Iowa Colony
Profit & Loss Budget vs. Actual
 October 2020 through March 2021

	Oct '20 - Mar 21	Budget	\$ Over Budget	% of Budget
994 · Public Works Vehicle	0.00	0.00	0.00	0.0%
90 · CAPITAL AND PLANNING PROJECTS - Other	0.00	175,000.00	-175,000.00	0.0%
Total 90 · CAPITAL AND PLANNING PROJECTS	55,008.31	965,000.00	-909,991.69	5.7%
Total Expense	3,423,137.03	4,742,185.01	-1,319,047.98	72.2%
Net Income	1,139,433.04	20,480.52	1,118,952.52	5,563.5%

Copy

NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Meridiana pkwy@Iowa Colony Blvd.	Cross walk sign straighten
2	Cedar Rapids @Pursley	replaced stop sign
3	Meridiana Pkwy @Iowa Colony	fix Park Sign
4	Thoreau Dr. @Faulkner	Fix Leaning sign
5	Bullard pkwy@ 288	needs sign
6	Bullard pkwy@ 288	street marker
7	Iowa Colony Blvd.@Davenport pkwy	Straighten 40 M.P.H
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
B.	DEBRIS REMOVAL	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

14		
15		
16		
17		
18		
19		
C. MOWING/TREE TRIMMING		
1	3034 Cedar Ripids pkwy	trim trees
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
D. STREET REPAIRS		
1	10227 Coastal ct	water is backing up
2	Iowa Colony @bullard	Pothole
3	Meraidana €	gurd rail
4		
5		
6		
7		
8		
9		
E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
1	9206 Coleridge	put the manhole cover back on
2	20601 CR62	water backing up in driveway
3	3034 Cedar Ripid pkwy	Dig ditches
4	3034 Cedar Ripid pkwy	Clean Covers
5	Acklen Run .Dr	Manhole cover

Parks		
1	Park	fix the water fountain
2	Park	MLK Day
3	Park	soccer goals
4	Park	Soccer goals
5	Park	rake baseball fields 1
6	Park	rake baseball fields 2
7	Park	rake baseball field 3
8	Park	rake baseball field 4
9	Park	Grass Cut
10	Park	Treat Ants
Miscellaneous Works		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

[illegible]

[illegible]

[illegible]

NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Pursley Blvd@Duduque Pkwy	Replace Street maker
2	Bullard pkwy@Iowa colony blvd.	Replace 45 M.P.H
3	Bullard pkwy@Iowa colony blvd.	Remove pole
4	Bullard pkwy@Iowa colony blvd.	Remove Sleeve
5	Bullard pkwy@Iowa colony blvd.	Replace Sleeve
6	Bullard pkwy@Iowa colony blvd.	Replace wage
7	Bullard pkwy@Iowa colony blvd.	Placed brick
8	Bullard pkwy@Iowa colony blvd.	Replaced No truck sign
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
B.	DEBRIS REMOVAL	
1	Pursley Blvd.	Remove bed
2	Karsten Rd.	Died Horse
3	Karsten Rd.	died Dog
4	CR 56	Sand over the road
5	Iowa Colony blvd.	Sand over the road
6	Meridiana pkwy@ Iowa Colony blvd.	Sand over the road
7	Meridiana pkwy @288	Sand over the road
8	Pursely Dr	Sand over the road
9	Bullard Dr.@ Iowa Colony blvd.	Sand over the road
10	48	Sand over the road
11		
12		
13		

14		
15		
16		
17		
18		
19		
C. MOWING/TREE TRIMMING		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
D. STREET REPAIRS		
1	Iowa Colony blvd.	Ice over roads
2	Meridiana pkwy@ Iowa Colony blvd.	Ice over roads
3	Meridiana pkwy @288	Ice over roads
4	Pursely Dr	Ice over roads
5	Bullard Dr.@ Iowa Colony blvd.	Ice over roads
6	48	Ice over roads
7		
8		
9		
E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
1	9542 Ruth Rd.	Remove Culvert
2	9542 Ruth Rd.	New Culverts
3	9542 Ruth Rd. to 9532Ruth Rd.	Grade Ditch
4	6540 Ruth Rd.	remove Culvert
5	6540 Ruth Rd.	Replace Culvert
6	6540 Ruth Rd.	Remove Culvert

7	6540 Ruth Rd.	Replace Culvert
8	9535 Ruth Rd. to 9445 Ruth.Rd	Grade Ditch
9	9235 Ruth rd. to 9411 Ruth Rd.	Grade Ditch
10	8707Cactus In	Remove Culvert
11	8707 Cactus In.	Replace Culvert
12	3819 Cactus In.	Grade Ditch
13		
Parks		
1	Park	rake baseball fields 1
2	Park	rake baseball fields 2
3	Park	rake baseball field 3
4	Park	rake baseball field 4
5	Park	Grass cut
6	Park	Treat for Ant
7	Park	new Mutch
8	Baseball Field	Grass cut
9	Park	fix water line
10	Park	broken toilet
Miscellaneous Works		
1	City Hall	Temp. tester
2	City Hall	Landscaping
3	City HALL	weather Pre
4	City Hall	Well not working
5	City Hall	Pipes burst fix
6	City Hall	Covered the pipes
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

[illegible]

[illegible]

[illegible]

NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Cedar Rapids pkwy going (E)	Add Sleeve
2	Cedar Rapids pkwy going (W)	Add Sleeve
3	Cedar Rapids pkwy going (E)	Add Pole
4	Cedar Ripids pkwy going (W)	Add Pole
5	Cedar Ripids pkwy going (E)	Add Littering Prohibited
6	Cedar Ripids pkwy going (W)	Add Littering Prohibited
7	Cedar Rapids Pkwy	Remove Welcome to Iowa Colony
8	Cedar Rapids Pkwy	Welcome to Iowa colony
9	Cedar rapids pkwy	Welcome to Iowa colony
10	Cr 190	Welcome to Iowa colony
11	Cr 190	Welcome to Iowa colony
12	CR56@288	Stop Sign down
13	CR56@288	Do not enter
14	Kartsen	Road Close signs
15	Kartsen	Road Close signs
16	Kartsen	Street Sign
17	Kartsen	Ordinateds 2021-09 added on
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
B.	DEBRIS REMOVAL	
1	Cr 190	Pick up Trash
2	Cr 190	Pick up Trash
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

14		
15		
16		
17		
18		
19		
C. MOWING/TREE TRIMMING		
1	Park	mowing
2	City Hall	mowing
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
D. STREET REPAIRS		
1	Wanda Way	Pot Hole
2	CR 382	Washout
3	Karsten	Added Gates
4	Karsten	Added Locks
5	Karsten	Make Keys
6	48 @hwy6	Pot Hole
7	48@hwy6	Pot Hole
8		
9		
E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
1	Bubuque	Grade Ditch
2		
3		
4		
5		
6		

7		
8		
9		
10		
11		
12		
13		
Parks		
1	Parks	Fix water Fixture
2	Parks	Take down basketball nets
3	Parks	Take down basketball nets
4	Parks	Take down basketball nets
5	Parks	Take down basketball nets
6	Parks	New Nets
7	Parks	New Nets
8	Parks	New Nets
9	Parks	New Nets
10	Parks	Basketball goal replacement Bot
11	Parks	Reservation
12	Parks	Reservation
13	Parks	Women restroom toilet repair
14	Parks	Men sink repair
15	Parks	pick up trash
16	Parks	Clean Restroom
Miscellaneous Works		
1	City Hall	Exterminator
2	City Hall	Mice traps
3	City Hall	Plumbing replaced
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

[illegible]

[illegible]

[illegible]

CITY OF IOWA COLONY, TEXAS
ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2020

Copy



Copy

CITY OF IOWA COLONY, TEXAS
TABLE OF CONTENTS

	<u>Page</u>
Report of Independent Auditors	1
Management's Discussion and Analysis	3
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements	
Balance Sheet – General Fund	12
Reconciliation of the General Fund Balance Sheet to the Statement of Net Position	13
Statement of Revenues, Expenditures and Changes in Fund Balances - General Fund	14
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of General Fund to the Statement of Activities	15
Notes to Basic Financial Statements	17
Required Supplementary Information	
General Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	34
Notes to Required Supplementary Budgetary Information	35
Required Supplementary Pension Information	
Schedule of Changes in Net Pension Liability and Related Ratios	36
Schedule of Contributions	37

Copy

REPORT OF INDEPENDENT AUDITORS

To the Honorable Mayor and
Members of City Council of
City of Iowa Colony, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the discretely presented component unit of City of Iowa Colony, Texas (the “City”), as of and for the year ended September 30, 2020, which collectively comprise the City’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Honorable Mayor and
Members of City Council of
City of Iowa Colony, Texas

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the discretely presented component unit of the City as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information and required supplementary pension information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Whitley Penn LLP

Houston, Texas
April 9, 2021

CITY OF IOWA COLONY, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Iowa Colony, we offer the readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Iowa Colony for the fiscal year ended September 30, 2020.

Overview of the Financial Statements

This annual report consists of three parts - management's discussion and analysis (this section), the basic financial statements, and the required supplementary information. The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.
- The governmental funds statements tell how general government services were financed in the short term as well as what remains for future spending.
- The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the four reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and adjudicated fines).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues. The governmental activities of the City include general government, public safety, public works, municipal court, and community development.

Additionally, the City reports the activities of its sole discretely presented component unit, the Iowa Colony Development Authority in the government-wide financial statements.

The government-wide financial statements can be found on pages 10 and 11 of this report.

CITY OF IOWA COLONY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains two individual governmental funds, both of which are considered major funds. The General Fund is the main operating fund of the City and the Crime Control District Fund accounts for the accumulation of sales tax proceeds dedicated for crime prevention and reduction programs. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for each of the major funds.

The basic governmental fund financial statements can be found on pages 12 through 15 of this report.

Notes to the Basic Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17 through 31 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City of Iowa Colony's general fund budgetary comparisons and required supplementary pension plan information. Required supplementary information can be found starting on page 34 of this report.

CITY OF IOWA COLONY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Government-wide Financial Analysis

Below is a condensed schedule of Net Position as of September 30, 2020 and 2019:

Condensed Schedule of Net Position (in thousands)
September 30, 2020 and 2019

	Governmental Activities	
	2020	2019
Assets		
Current assets	\$ 3,708	\$ 2,625
Restricted assets	2,315	3,526
Capital assets	11,064	8,651
Total Assets	17,087	14,802
Deferred outflows of resources - pension	77	88
Liabilities		
Current liabilities	2,557	3,663
Long term liabilities - net pension liability	1,313	181
Total Liabilities	3,870	3,844
Deferred inflows of resources - pension	66	32
Net Position:		
Net investment in capital assets	9,809	8,651
Restricted	161	79
Unrestricted	3,258	2,284
Total Net Position	\$ 13,228	\$ 11,014

Net position may serve over time as a useful indicator of a government's financial position. The assets and deferred outflows of resources of the City exceeded its liabilities at the close of the most recent fiscal year by \$13.2 million. Of this amount, \$9.8 million was invested in capital assets, \$3.3 million was unrestricted and the balance of \$161 thousand was restricted for economic development activities.

CITY OF IOWA COLONY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Below is a condensed schedule of Changes in Net Position for fiscal year 2020 and 2019:

Condensed Schedule of Changes in Net Position (in thousands)
For the Fiscal Years Ended September 30, 2020 and 2019

Revenues	Governmental Activities	
	2020	2019
Program Revenues:		
Charges for services:		
General government	\$ 232	\$ 131
Public Safety	224	177
Community services	2,487	2,357
Operating grants	133	21
Capital grants	1,862	2,208
General revenues:		
Property taxes	947	837
Franchise taxes	83	69
Sales taxes	449	279
Other	419	16
Total Revenues	6,836	6,095
Expenses:		
General government	496	635
Public safety	859	441
Public works	615	177
Municipal court	204	136
Community services	2,448	1,887
Total Expenses	4,622	3,276
Change in net position	2,214	2,819
Beginning Net Position	11,014	8,195
Ending Net Position	\$ 13,228	\$ 11,014

The government's net position increased by approximately \$2.2 million during the current fiscal year. This increase was mostly due to contributed capital from developers in the amount of \$1.9 million for roads in the Meridiana development.

CITY OF IOWA COLONY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Expenses, Program Revenues, and Net Cost of Services – Governmental Activities (in thousands)
For the Fiscal Years Ended September 30, 2020 and 2019

	Expenses		Program Revenues		Net (Cost) of Services	
	2020	2019	2020	2019	2020	2019
Program:						
General government	\$ 496	\$ 635	\$ 262	\$ 139	\$ (234)	\$ (496)
Public safety	859	441	224	177	(635)	(264)
Public works	615	177	-	-	(615)	(177)
Municipal court	204	136	-	-	(204)	(136)
Community services	2,448	1,887	4,452	4,579	2,004	2,692
	<u>\$ 4,622</u>	<u>\$ 3,276</u>	<u>\$ 4,938</u>	<u>\$ 4,895</u>	<u>\$ 316</u>	<u>\$ 1,619</u>

As indicated above, governmental program expenses were supported by program revenues including permits and developer contributions. The balance of the program expenses was supported by general revenues.

Financial Analysis of the Government's Funds

As noted earlier, the City used fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's General Fund reported an ending fund balance of \$3,203,900, all of which is unassigned fund balance. This change represents an increase of \$831,215 from the prior year.

The Crime Control District reported an ending fund balance of \$161,025, all of which is restricted for crime prevention. This change represents an increase of \$81,853 from the prior year.

Capital Assets and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental activities as of September 30, 2020 amounted to \$11,063,683 (net of accumulated depreciation). This investment in capital assets includes land, buildings, park facilities and machinery and equipment. Additions in the current year consisted of lands, roads, and police equipment.

Additional information on the City's capital assets can be found in Note 8 to the basic financial statements of this report.

Debt Administration. At the end of the current fiscal year, the City had total certificates of obligation debt outstanding of \$1,255,000.

During the current fiscal year, the City issued private placement certificates of obligation in the amount of \$1,255,000 to purchase land near the City Hall.

CITY OF IOWA COLONY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

General Fund Budgetary Highlights

During the 2020 fiscal year, the City's final amended budget planned for \$4,129,054 in revenues and \$5,010,079 in expenditures. Actual revenues exceeded estimated revenues by \$639,088 and total expenditures exceeded appropriations by \$504,204 resulting in an ending fund balance of \$3,203,900 which was \$1,387,240 higher than expected. The increases in revenues came primarily from a higher than expected building construction permit revenues and administrative fees for early plat recording. Expenditure overages were primarily related to community services projects, which occurred as a direct result of the increase in permit revenues, as well as higher than expected capital outlay costs.

Economic Factors and Next Year's Budgets and Rates

The city has adopted a General Fund operating budget for the 2020 fiscal year as follows:

	Fiscal Year
	2021
General Fund:	
Revenues	\$ 4,762,666
Expenditures	\$ 4,727,185

The 2021 Budget includes property tax rates of \$0.449322 for maintenance and operations (M&O) and \$0.019887 for the interest and sinking fund (I&S) per \$100 of value on real and personal property within the City limits, for a total tax rate of \$0.469209. This was a 4% decrease from the 2020 fiscal year tax rate of \$.489209 per \$100 of value on real and personal property within the City limits.

BASIC FINANCIAL STATEMENTS

CITY OF IOWA COLONY, TEXAS

STATEMENT OF NET POSITION

September 30, 2020

	Primary Government Governmental Activities	Discretely Presented Component Unit
Assets		
Cash and temporary investments	\$ 3,522,699	\$ 1,846,043
Receivables, net of allowance for uncollectibles	185,376	-
Due from primary government	-	10,148
Restricted Assets:		
Cash and temporary investments	2,315,296	-
Capital assets:		
Land	3,626,990	-
Buildings and equipment, net of depreciation	7,436,693	-
Total Assets	<u>17,087,054</u>	<u>1,856,191</u>
Deferred Outflows of Resources		
Deferred outflows - pension	77,351	-
Total Deferred Outflows of Resources	<u>77,351</u>	<u>-</u>
Liabilities		
Accounts payable and accrued expenses	232,227	11,786
Due to component unit	10,148	-
Unearned revenue - retainer fees	48,894	-
Unearned revenue - road damage deposits	475,000	-
Developer deposits	1,791,402	-
Accrued interest payable	-	290,052
Noncurrent liabilities:		
Due within one year	80,000	165,000
Net pension liability	58,045	-
Bonds payable	1,175,000	16,187,574
Total Liabilities	<u>3,870,716</u>	<u>16,654,412</u>
Deferred Inflows of Resources		
Deferred inflows - pension	65,953	-
Total Deferred Inflows of Resources	<u>65,953</u>	<u>-</u>
Net Position		
Investment in capital assets	9,808,683	-
Restricted for:		
Crime prevention	161,025	-
Economic/community development	-	-
Unrestricted	3,258,028	(14,798,221)
Total Net Position	<u>\$ 13,227,736</u>	<u>\$ (14,798,221)</u>

CITY OF IOWA COLONY, TEXAS

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position	
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government	Discretely Presented Component Unit
Primary Government:						
Governmental Activities:						
General government	\$ 496,397	\$ 231,937	\$ 29,723	\$ -	\$ (234,737)	\$ -
Public safety	858,642	223,968	-	-	(634,674)	-
Public works	615,068	-	-	-	(615,068)	-
Municipal court	203,796	-	-	-	(203,796)	-
Community development	2,448,532	2,487,111	103,557	1,862,302	2,004,438	-
Total Governmental Activities	4,622,435	2,943,016	133,280	1,862,302	316,163	-
Total Primary Government	\$ 4,622,435	\$ 2,943,016	\$ 133,280	\$ 1,862,302	316,163	-
Component Unit						
Iowa Colony Development Authority	\$ 8,247,464	\$ -	\$ -	\$ -		(8,247,464)
General revenues:						
Taxes:						
Property taxes					946,890	988,424
Franchise taxes					82,938	-
Sales taxes					449,280	-
Unrestricted investment earnings					2,943	-
Miscellaneous					415,787	2,105
Total general revenues					1,897,838	990,529
Change in net position					2,214,001	(7,256,935)
Net Position - beginning					11,013,735	(7,541,286)
Net Position - ending					\$ 13,227,736	\$ (14,798,221)

CITY OF IOWA COLONY, TEXAS**BALANCE SHEET - GENERAL FUND***September 30, 2020*

	General Fund	Crime Control District	Total Governmental Funds
Assets			
Current assets:			
Cash	\$ 3,004,020	\$ -	\$ 3,004,020
Temporary investments	518,679	-	518,679
Property taxes receivable	40,696	-	40,696
Sales tax receivable	57,743	26,858	84,601
Fines and forfeitures receivable, net of allowance for uncollectible	60,079	-	60,079
Due from other funds	-	161,222	161,222
Restricted assets:			
Cash and temporary investments	2,315,296	-	2,315,296
Total Assets	5,996,513	188,080	6,184,593
Liabilities			
Accounts payable	182,514	27,055	209,569
Due to other funds	161,222	-	161,222
Due to component unit	10,148	-	10,148
Other liabilities	22,658	-	22,658
Unearned revenue - retainer fees and other deposits	48,894	-	48,894
Unearned revenue - road damage deposits	475,000	-	475,000
Developer deposits	1,791,402	-	1,791,402
Total Liabilities	2,691,838	27,055	2,718,893
Deferred Inflows of Resources			
Unavailable property taxes receivable	40,696	-	40,696
Unavailable fine revenues	60,079	-	60,079
Total Deferred Inflows of Resources	100,775	-	100,775
Fund Balances			
Restricted - crime prevention	-	161,025	161,025
Unassigned	3,203,900	-	3,203,900
Total Fund Balances	3,203,900	161,025	3,364,925
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 5,996,513	\$ 188,080	\$ 6,184,593

CITY OF IOWA COLONY, TEXAS
RECONCILIATION OF THE GENERAL FUND BALANCE SHEET
TO THE STATEMENT OF NET POSITION
September 30, 2020

Total fund balance, governmental funds	\$ 3,364,925
--	--------------

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.	11,063,683
---	------------

Uncollected adjudicated fines and outstanding property taxes that are not available to pay current period expenditures and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.	100,775
---	---------

Long-term liabilities that are not due and payable in the current period, and therefore, are not reported in the funds.

Certificates of obligation	(1,255,000)
Net pension liability	(58,045)

net differences between projected and actual earnings and contributions subsequent to the measurement date for the postretirement benefits (pension and OPEB) are recognized as deferred outflows of resources and deferred inflows of resources on the statement of net position.

Deferred outflows - pension related	77,351
Deferred inflows - pension related	(65,953)

Net Position of Governmental Activities	<u><u>\$ 13,227,736</u></u>
--	-----------------------------

CITY OF IOWA COLONY, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GENERAL FUND
For the Year Ended September 30, 2020

	General Fund	Crime Control District	Total Governmental Funds
Revenues			
Property taxes	\$ 929,518	\$ -	\$ 929,518
Sales and use taxes	309,073	141,278	450,351
Franchise taxes	81,867	-	81,867
Licenses and permits	2,590,668	-	2,590,668
Charges for services - administrative fees	231,937	-	231,937
Fines and forfeitures	176,426	-	176,426
Earnings on investments	2,943	-	2,943
Intergovernmental	29,723	-	29,723
Other	415,987	-	415,987
Total Revenues	<u>4,768,142</u>	<u>141,278</u>	<u>4,909,420</u>
Expenditures			
Current:			
General government	531,064	-	531,064
Public safety	902,228	59,425	961,653
Public works	557,379	-	557,379
Municipal courts	207,723	-	207,723
Community development	1,825,874	-	1,825,874
Debt service:			
Bond issuance costs	52,275	-	52,275
Capital outlay	1,437,740	-	1,437,740
Total Expenditures	<u>5,514,283</u>	<u>59,425</u>	<u>5,573,708</u>
Revenues Over (Under) Expenditures	(746,141)	81,853	(664,288)
Other Financing Sources (Uses)			
Proceeds from sale of capital assets	322,356	-	322,356
Proceeds from issuance of long-term debt	1,255,000	-	1,255,000
Total Other Financing Sources (Uses)	<u>1,577,356</u>	<u>-</u>	<u>1,577,356</u>
Changes in Fund Balance	831,215	81,853	913,068
Fund Balances - Beginning of Year	<u>2,372,685</u>	<u>79,172</u>	<u>2,451,857</u>
Fund Balances - End of Year	<u>\$ 3,203,900</u>	<u>\$ 161,025</u>	<u>\$ 3,364,925</u>

CITY OF IOWA COLONY, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GENERAL FUND TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Net change in fund balances - total governmental funds: \$ 913,068

The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase/(decrease) net position.

Donation of capital assets	1,862,302
Sale or disposal of capital assets	(409,030)

Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities, the cost of those assets is allocated over the assets' estimated useful lives and reported as depreciation expense.

Capital outlay	1,433,559
Depreciation	(473,997)

Property tax revenues in the statement of activities that do not provide current financial resources are deferred as revenues in the fund statements.	17,372
---	--------

Fines and forfeiture revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the funds.	47,342
--	--------

Governmental funds report proceeds from the issuance of long-term debt as current financial resources. In contrast, the Statement of Activities treats the issuance of debt as a liability.	(1,255,000)
---	-------------

Pension expense does not represent a use of current resources and is not recognized in the fund financial statements. The net difference between pension contributions made and pension expense is an increase in the net position of the City.	78,385
---	--------

Change in net financial net position of governmental activities	<u>\$ 2,214,001</u>
---	---------------------



CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS

Note 1 - Organization

The City of Iowa Colony, Texas (the “City”) is a political subdivision incorporated in 1972 through the State of Texas operating as a type B, general law city. In 2005, a resolution was passed to change to a type A, general law city. The City is governed by an elected Mayor and five-member Council.

The City provides the following services: general government, public safety, public works and community development.

Note 2 - Summary of Significant Accounting Policies

The financial statements of the City have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as applied to government units. The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the government's accounting policies are described below.

A. Reporting Entity

The Board of Aldermen (the “Board”) is elected by the public and it has the authority to make decisions, appoint administrators and managers, and significantly influence operations. It also has the primary accountability for fiscal matters. Therefore, the City is a primary government as defined by GAAP.

In March 2010, City Council formed the City of Iowa Colony Development Authority (ICDA) and the City of Iowa Colony Tax Increment Reinvestment Zone No. 2 (TIRZ 2) to facilitate development in connection with a residential neighborhood. The objective of the Zone is to facilitate quality mixed-use development with a self-sustaining tax base for the City of Iowa Colony, Brazoria County, and any other participating taxing entity. As of September 30, all financial activity of ICDA and TIRZ 2 has been funded privately by the developer and is reflected as a discretely presented component unit under the ICDA caption. Separate financial statements are available for the ICDA through the City Secretary’s office.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information about the City as a whole. These statements include all activities of the primary government. All activities of the City are classified as governmental activities, as they are supported primarily by taxes and non-exchange revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Note 2 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Franchise tax and sales tax revenues are recognized, for external reporting purposes, when the underlying sales or transaction occurs. Sales tax revenues are collected by individual commercial enterprises and filed with the State of Texas. The State of Texas remits the City's and Crime Control District's portion of the sales tax on a monthly basis, two months after the sales are reported. Interest is recorded when earned. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collectible within the current period or soon enough to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. As a practical matter, there is no material difference in the recognition of revenues between the government-wide and governmental fund financial statements. Expenditures for governmental funds are recorded when the related liability is incurred.

The City reports the following major governmental funds:

The *General Fund* is used to account for all financial transactions that are not accounted for in another fund. The principal sources of revenue of the General Fund include local property taxes, sales and use taxes, franchise taxes, licenses and permits, fines and forfeitures, and charges for services. Expenditures include general administration, public safety, public works, and economic development.

The *Crime Control District* is used to account for the accumulation and use of the half-cent sales tax proceeds dedicated for crime prevention and reduction programs.

Amounts reported as program revenues include: (1) charges to customers or applicants for goods, services or privileges provided (primarily inspection and platting fees), (2) operating grants and contributions (primarily retainer or development fees from developers), and (3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes.

Net Position of the City and its component units are reported under the following captions:

- Investment in capital assets - This component of Net Position consists of capital assets, including restricted capital assets, net of accumulated depreciation.
- Restricted - This component of Net Position consists of constraints placed on net position use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through contractual provisions or enabling legislation.
- Unrestricted Net Position - This component of Net Position consists of Net Position that do not meet the definition of "restricted" or "investment in capital assets".

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 2 - Summary of Significant Accounting Policies (continued)

C. Measurement focus, Basis of Accounting and financial Statement Presentation (continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council has provided otherwise in its commitment or assignment actions.

D. Investments

The City's local government investment pools are recorded at amortized costs as permitted by GASB Statement No. 79, *Certain Investment Pools and Pool Participants*. The City categorizes fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

E. Property Taxes

Property taxes are levied by October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due upon receipt and all taxes not paid prior to February 1 are deemed delinquent and are subject to such penalty and interest set forth by the Property Tax Code. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Appraised values are established by the Brazoria County Central Appraisal District (the "CAD"). Taxes are levied by the City Council based on the appraised values received from the CAD. Beginning in tax year 2016, the City began making payments into the City Tax Increment Fund in the Reinvestment Zone Number Two. The City agreed to transfer all Tax Increment received to the Iowa Colony Development Authority. The Zone and the Authority agreed to pay the City an amount equal to thirty percent of each Tax Increment payment.

F. Receivables

All receivables are reported at their gross value, with the exception of fines and forfeitures receivables. A provision has been made for an allowance for uncollectible for fines and forfeitures.

G. Capital Assets

Capital assets are reported in the applicable governmental activities' column in the government-wide financial statements. The government defines capital assets as assets with an initial, individual cost of \$5,000. All purchased fixed assets are valued at cost where historical records exist. Donated fixed assets are valued at their estimated fair value on the date received.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements, including public domain, and equipment are capitalized and depreciated over the remaining useful lives of the related fixed assets using the straight-line method, as applicable. Buildings, improvements and roads have an estimated useful life of 10 – 40 years. Machinery and equipment have an estimated useful life of 5 – 7 years.

Note 2 - Summary of Significant Accounting Policies (continued)

H. Compensated Absences

It is the City's policy to permit employees to accumulate earned personal and sick leave. Employees can earn up to a maximum number of hours of personal leave equal to two times the employee's current accrual rate at termination and sick leave hours can accrue up to 480 hours. No amounts have been reported for accrued but unpaid compensated absences as they are not material to the financial statements.

I. Fund Equity

As of September 30, 2020, fund balances of the governmental funds are classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Unassigned - all other spendable amounts.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. The City has not adopted a minimum fund balance policy for the General Fund.

J. Deferred Outflows / Inflows of Resources

In addition to assets, the statement of financial position includes a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and therefore will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualifies for reporting in this category, which is the deferred amounts related to pension. This amount represents the differences between estimated and actual investment earnings, changes in actuarial assumptions, and other pension changes.

In addition to liabilities, the statement of financial position includes a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and therefore will not be recognized as an inflow of resources (revenue) until that time. The City has three items that qualify for reporting in this category. Unavailable revenue is reported only in the governmental funds balance sheet from two sources: property taxes and fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In the government-wide financial statements the District reports deferred amounts related to pension.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 2 - Summary of Significant Accounting Policies (continued)

L. Other Post-Employment Benefits (OPEB)

The City participates in a defined benefit group-term life insurance plan, both for current and retired employees, administered by the Texas Municipal Retirement System (TMRS). Information regarding the City's total OPEB liability is obtained from TMRS through a report prepared for the City by TMRS' consulting actuary, Gabriel Roeder Smith & Company, in compliance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The City does not consider it necessary to record the related net OPEB liability as it is not material to the government-wide financial statements.

M. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements. Actual amounts could vary from those estimates.

Note 3 - Cash and Temporary Investments (Cash Equivalents)

Authorization for Deposits and Investments

The Texas Public Funds Investment Act (PFIA), as prescribed in Chapter 2256 of the Texas Government Code, regulates deposits and investment transactions of the City. The Council has adopted a written investment policy regarding the investment of City funds as required by the PFIA. Acceptable investments under this policy are limited to (1) fully insured or collateralized certificates of deposit from a bank in the State of Texas and under the terms of a written depository agreement with that bank; (2) obligations of the United States Government, its agencies and instrumentalities and government sponsoring enterprises; and (3) Texas Local Government Investment Pools as by the PFIA and have been authorized by the City Council. The investments of the City are in compliance with the City's investment policy as to form.

Local Government Investment Pool

As of September 30, 2020, the City's investments included balances in the TexSTAR Public Funds Investment Pool. The investment pool investments are not evidenced by securities that exist in physical or book entry form and, accordingly, do not have custodial risk. Texas Short Term Asset Reserve Program ("TexSTAR") has been organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. These two acts provide for the creation of public funds investment pools (including TexSTAR) and authorize eligible governmental entities ("Participants") to invest their public funds and funds under their control through the investment pools. J.P. Morgan Investment Management, Inc. ("JPMIM" or the "investment manager") and First Southwest Asset Management, Inc. ("FSAM") serve as co-administrators for TexSTAR under an agreement with the TexSTAR board of directors (the "Board"). The value of City portions in TexSTAR are the same as the value of the shares. Unlike money market mutual funds which are registered with the Securities and Exchange Commission, TexSTAR does not operate in a manner consistent with Rule 2a-7 of the Investment Company Act of 1940. The external pooled fund uses amortized cost rather than market value to report Net Position to compute share price, because such funds have daily liquidity.

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 3 - Cash and Temporary Investments (Cash Equivalents) (continued)

Deposit and Investment Amounts

The following schedule shows the City's recorded cash and investments at year-end:

	Primary Government	Weighted Average Maturity (days)
Cash and demand deposits	\$ 5,319,316	N/A
Certificate of deposit	410,415	140
Public funds investment pools		
TexSTAR	108,264	44
Totals	<u>\$ 5,837,995</u>	120

At September 30, 2020, all of the cash and temporary investments of Iowa Colony Development Authority consisted of balances in demand deposit accounts.

All bank balances for demand and certificates of deposits for the primary government and the discretely presented component unit at year end was covered by FDIC insurance of \$250,000 and the remaining balance was covered by pledged collateral.

The values of certificates of deposit are determined using level 2 inputs as described in Note 2 D of the financial statements.

Certain amounts of cash and temporary investments were restricted for amounts related to retainer fees, road damage deposits, and developer deposits. The amounts are as follows:

	Amount
Unrestricted	\$ 3,522,699
Restricted	2,315,296
Total Cash and Temporary Investments	<u>\$ 5,837,995</u>

Interest Rate Risk and Concentration of Credit Risk

In accordance with the City's investment policy, the maturity of investments (to include certificates of deposit) shall not exceed one year, or with the approval of City Council, two years. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio shall not exceed two years. The City's investment policy does not restrict or specify levels of concentration or diversification within the City's portfolio. It does provide that *"The City shall diversify its investments in order to minimize the risk of loss resulting from a concentration of assets in a specific maturity, a specific issuer, or a specific type of investment."*

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 4 - Receivables

Amounts recorded as receivables as of September 30, 2020, are as follows:

	General Fund	Crime Control District	Total
Receivables:			
Property taxes	\$ 31,243	\$ -	\$ 31,243
Sales taxes	57,743	26,858	84,601
Adjudicated Fines	1,201,583	-	1,201,583
Other	-	-	-
Gross receivables	1,290,569	26,858	1,317,427
Less: allowance for uncollectibles	(1,132,051)	-	(1,132,051)
Net total receivables	<u>\$ 158,518</u>	<u>\$ 26,858</u>	<u>\$ 185,376</u>

Note 5 - Developer Deposits

The City has entered into various agreements with Land Tejas Sterling Lakes (the "Developer"). The Developer is developing certain facilities within the city limits or extraterritorial jurisdiction of the City. The Developer deposits refundable funds with the City at the beginning of the agreement term with a non-refundable administrative fee. The refundable deposits will be returned to the Developer upon completion of each project. The agreements do not represent an escrow agreement and the City shall not owe any fiduciary duty to the Developer. The following is a summary of activity for developer deposits for the year ended September 30, 2020.

Project	Balance 9/30/2019	Additions	Deductions	Balance 9/30/2020
County Road 64	\$ 1,731,000	\$ -	\$ -	\$ 1,731,000
Sterling Lakes Section 13	324,143	-	(324,143)	-
Sierra Vista Karsten Boulevard Phase I	29,033	-	(29,033)	-
Sierra Vista Section 5 and Karsten Boulevard Phase II	611,605	-	(611,605)	-
Meridiana Section 59	149,011	-	(149,011)	-
Sierra Vista Section 6	-	2,181,175	(2,120,773)	60,402
	<u>\$2,844,792</u>	<u>\$2,181,175</u>	<u>\$ (3,234,565)</u>	<u>\$ 1,791,402</u>

Note 6 - Unearned Revenue

As of September 30, 2020, the City had \$48,894 in unearned revenue for retainer fees and \$475,000 in other unearned revenue. These other unearned revenue amounts are related to a \$445,000 road damage deposit for potential repairs that may be required to be completed at a later. The retainer fees are amounts advanced to the City by developers for community development project costs that will occur at a later date.

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 7 - Interfund Receivables and Payables

As of September 30, 2020, interfund balances consisted of the following:

	Interfund Receivable	Interfund Payable	Net Totals
General Fund	\$ -	\$ 161,222	\$ (161,222)
Crime Control District	161,222	-	161,222
Totals	<u>\$ 161,222</u>	<u>\$ 161,222</u>	<u>\$ -</u>

The entire amount of the interfund balance represents the amount of sales tax proceeds collected in the General Fund that will be used for future crime control prevention.

Note 8 - Capital Assets

A summary of activity for capital assets for the year ended September 30, 2020, follows:

	Balance 9/30/2019	Additions	Transfers / Deletions	Balance 9/30/2020
Governmental activities:				
Capital assets not being depreciated:				
Land and right of way	\$ 1,683,273	\$ 2,352,747	\$ (409,030)	\$ 3,626,990
Total capital assets not being depreciated	<u>1,683,273</u>	<u>2,352,747</u>	<u>(409,030)</u>	<u>3,626,990</u>
Capital assets being depreciated:				
Buildings, improvements and roads	7,560,898	832,093	-	8,392,991
Machinery and equipment	413,975	111,021	-	524,996
Total capital assets being depreciated	<u>7,974,873</u>	<u>943,114</u>	<u>-</u>	<u>8,917,987</u>
Less accumulated depreciation for:				
Buildings, improvements and roads	(837,104)	(405,437)	-	(1,242,541)
Machinery and equipment	(170,193)	(68,560)	-	(238,753)
Total accumulated depreciation	<u>(1,007,297)</u>	<u>(473,997)</u>	<u>-</u>	<u>(1,481,294)</u>
Total capital assets being depreciated, net	<u>6,967,576</u>	<u>469,117</u>	<u>-</u>	<u>7,436,693</u>
Governmental activities capital assets, net	<u>\$ 8,650,849</u>	<u>\$ 2,821,864</u>	<u>\$ (409,030)</u>	<u>\$ 11,063,683</u>

Depreciation was charged to functions of the primary government as follows:

Governmental activities:	Depreciation Expense
General	\$ 21,403
Public safety	62,398
Public works	6,983
Community development	383,213
	<u>\$ 473,997</u>

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 9 - Long-term Debt

Private Placement Certificates of Obligation

During the current fiscal year, the City issued private placement certificates of obligation in the amount of \$1,255,000. The principal is payable annually on April 1 and the interest is payable semiannually on October 1 and April 1 at an interest rate of 2.040%. The proceeds were used for the purchase of land next to the City Hall. Additional information for the year ended September 30, 2020 is as follows:

	<u>Original Borrowing</u>	<u>Interest Rate</u>	<u>Final Maturity</u>	<u>Outstanding at Year-end</u>
Governmental activities:				
Certificates of Obligation, Series 2020	\$ 1,255,000	2.040%	2035	\$ 1,255,000

Debt service requirements to maturity are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 80,000	\$ 18,277	\$ 98,277
2022	75,000	23,970	98,970
2023	75,000	22,440	97,440
2024	75,000	20,910	95,910
2025	80,000	19,380	99,380
2026-2030	410,000	72,318	482,318
2031-2035	460,000	28,458	488,458
	<u>\$ 1,255,000</u>	<u>\$ 205,753</u>	<u>\$ 1,460,753</u>

Changes in Long-term Debt

The following is a summary of changes in the City's total governmental long-term liabilities for the year ended September 30, 2020:

	<u>Balance 9/30/2019</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 9/30/2020</u>	<u>Due Within One Year</u>
Governmental activities:					
Certificates of Obligation	\$ -	\$ 1,255,000	\$ -	\$ 1,255,000	\$ 80,000
Total	<u>\$ -</u>	<u>\$ 1,255,000</u>	<u>\$ -</u>	<u>\$ 1,255,000</u>	<u>\$ 80,000</u>

Note 10 - Risk Management

General Liability

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program encompasses various means of protecting the City against loss by obtaining property, casualty, and liability coverage through commercial insurance carriers and from participation in a risk pool. The participation of the City in the risk pool is limited to the payment of premiums. There has not been any significant reduction in insurance coverage from the previous year.

Worker's Compensation

The City is a member of the Texas Municipal League (TML) Workers' Compensation Intergovernmental Risk Pool, an unincorporated association of political subdivision of the State of Texas. The company is not intended to operate as an insurance company but rather a contracting mechanism by which the City provides self-insurance benefits to its employees. The fund contracts with a third-party administrator for administration, investigation, and adjustment services in the handling of claims. Premiums are based on the estimated City payroll by risk factor and rates. The premiums are adjusted by the City's experience modifier. All loss contingencies, including claims incurred but not reported, if any, are recorded and accounted for by the TML Pool.

Note 11 - Employee Retirement System

Texas Municipal Retirement System

Effective October 20, 2014, City council approved the participation in the Texas Municipal Retirement System to provide pension benefits for full time employees. Subsequently, the City began making necessary contributions in accordance with the provisions of the plan.

Plan Description

The City participates as one of 887 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the city are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 11 - Employee Retirement System (continued)

Benefits Provided (continued)

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

At the date the plan began, the City granted monetary credits for service rendered before the plan began of a theoretical amount equal to two times what would have been contributed by the employee, with interest, prior to establishment of the plan. Monetary credits for service since the plan began are 200% of the employee's accumulated contributions.

A summary of plan provisions for the City are as follows:

Employee deposit rate	5%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated Service Credit	None
Annuity Increase to retirees	Ad Hoc

The City participates in Social Security.

Employees Covered by Benefit Terms

At the December 31, 2019, valuation and measurement date, 11 active City employees were covered by the benefit terms and 5 inactive employees was entitled to but not yet receiving benefits. There were 2 inactive employees or beneficiaries currently receiving benefits as of that date.

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the consulting actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 5% of their annual gross earnings during the fiscal year. For fiscal year 2020, the City made contributions of 15.28% of the employees' annual gross income.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 11 - Employee Retirement System (continued)

Actuarial Assumptions

The Total Pension Liability in the December 31, 2019, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5% including inflation
Investment Rate of Return	6.75% net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables, with rates multiplied by an additional factor of 93.0%. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements subject to the floor.

Actuarial assumptions used in the December 31, 2019, valuation were based on the results of actuarial experience studies. This experience study was for the period January 1, 2014 through December 31, 2018, first used in the December 31, 2019 valuation. Assumptions are reviewed annually. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	7.75%
Total	100.0%	

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 11 - Employee Retirement System (continued)

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will remain at the current 7% and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease	Current Discount Rate (6.75%)	1% Increase
City's net pension liability	\$ 103,764	\$ 58,045	\$ 19,276

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) - (b)
Balance at 12/31/2018	\$ 560,723	\$ 379,890	\$ 180,833
Changes for the year:			
Service Cost	51,130	-	51,130
Interest	38,226	-	38,226
Difference between expected and actual experience	(3,796)	-	(3,796)
Changes in assumptions	(30,309)	-	(30,309)
Contributions - employer	-	94,661	(94,661)
Contributions - employee	-	24,511	(24,511)
Net Investment income	-	59,208	(59,208)
Administrative expense	-	(332)	332
Other changes	-	(9)	9
Net changes	15,284	138,072	(122,788)
Balance at 12/31/2019	\$ 576,007	\$ 517,962	\$ 58,045

CITY OF IOWA COLONY, TEXAS
NOTES TO FINANCIAL STATEMENTS (continued)

Note 11 - Employee Retirement System (continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the City recognized pension expense of \$23,213.

At September 30, 2020, the City reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in expected and actual experience	\$ -	\$ 27,035
Change in assumptions	3,768	23,915
Difference in projected and actual earnings on pension plan investments	-	15,003
Contributions subsequent to measurement date	73,583	-
Total	<u>\$ 77,351</u>	<u>\$ 65,953</u>

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of \$73,583 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2020 (i.e., recognized in the city's financial statements September 30, 2021). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year	Net Deferred Outflows (Inflows) of Resources
2021	\$ (16,487)
2022	(15,707)
2023	(12,287)
2024	(15,187)
2025	(2,517)
Total	<u>\$ (62,185)</u>

Note 12 - Post-employment Benefits Other Than Pensions (OPEB)

TMRS Supplemental Death Benefits Fund

The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

The City's contributions to the TMRS SDBF for the fiscal year 2020 was \$3,201 which equaled the required contribution amount.

Based on calculations of the plan's actuary under the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, the city has a total OPEB liability of \$11,603. Management has determined the effects of implementing this pronouncement on the City's government wide net position are not material to the financial statements and no provision for this liability or activity, other than cash paid as part the TMRS contribution of \$3,201 have been recorded in the City's financial statements.

Note 13 – COVID-19 Pandemic

On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in Texas in response to the COVID-19, which disaster declaration he has subsequently extended. In addition, certain local officials, including the County Judge of Brazoria County, also declared a local state of disaster.

The full extent of the ongoing impact of COVID-19 on the City's fiscal year 2021 and longer-term operational and financial performance will depend on future developments, many of which are outside of its control, including the effectiveness of the mitigation strategies related to COVID-19, the duration and spread of COVID-19, and future governmental actions, all of which are highly uncertain and cannot be predicted.



REQUIRED SUPPLEMENTARY INFORMATION

CITY OF IOWA COLONY, TEXAS
REQUIRED SUPPLEMENTARY INFORMATION - GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL (BUDGETARY BASIS)
For the Year Ended September 30, 2020

	2020			2019
	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
				Actual
Revenues				
Property taxes	\$ 790,278	\$ 790,278	\$ 929,518	\$ 139,240
Sales and use taxes	176,000	176,000	309,073	133,073
Franchise taxes	135,000	135,000	81,867	(53,133)
Licenses and permits	1,724,500	1,724,500	2,590,668	866,168
Administrative fees	227,776	227,776	231,937	4,161
Fines and forfeitures	189,500	189,500	176,426	(13,074)
Earnings on investments	1,000	1,000	2,943	1,943
Intergovernmental	-	-	29,723	29,723
Other	885,000	885,000	415,987	(469,013)
Total Revenues	4,129,054	4,129,054	4,768,142	639,088
Expenditures				
Current:				
General government	537,421	504,541	531,064	(26,523)
Public safety	1,005,550	1,021,256	902,228	119,028
Public works	532,220	532,220	557,379	(25,159)
Municipal courts	185,830	191,710	207,723	(16,013)
Community development	1,653,418	1,615,352	1,825,874	(210,522)
Debt service:				
Bond issuance costs	-	-	52,275	(52,275)
Capital outlay	1,125,000	1,145,000	1,437,740	(292,740)
Total Expenditures	5,039,439	5,010,079	5,514,283	(504,204)
Revenues Over (Under) Expenditures	(910,385)	(881,025)	(746,141)	134,884
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	325,000	325,000	322,356	(2,644)
Proceeds from issuance of long-term debt	-	-	1,255,000	1,255,000
Total Other Financing Sources (Uses)	325,000	325,000	1,577,356	1,252,356
Changes in Fund Balance	(585,385)	(556,025)	831,215	1,387,240
Fund Balances - Beginning of Year	2,372,685	2,372,685	2,372,685	-
Fund Balances - End of Year	\$ 1,787,300	\$ 1,816,660	\$ 3,203,900	\$ 2,372,685

CITY OF IOWA COLONY, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY BUDGETARY INFORMATION

Legal Compliance - Budgets

Typically, prior to September 1, the departments and agencies of the City transmit their estimates of their budgetary requirements to the Mayor. The Council may revise, alter, increase or decrease the items of the budget, provided that when it shall increase the total proposed expenditures, it shall also increase the total anticipated income. The Council approves the budget plan prior to September 30. One or more public hearings are conducted to obtain taxpayer comments. City Council members may transfer unencumbered appropriated balances, or portion thereof, from one department to another. During the year, Council made no amendments to the original budget.

The City's expenditures exceeded appropriations by \$504,204 for the year ended September 30, 2020. The overages were caused by the City experiencing significant growth as the total revenue exceeded anticipated amounts by \$639,088.

Copy

CITY OF IOWA COLONY, TEXAS
REQUIRED SUPPLEMENTARY PENSION INFORMATION
TEXAS MUNICIPAL RETIREMENT SYSTEM
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last Six Measurement Years Ended December 31

	2019	2018	2017	2016	2015	2014
Total pension liability:						
Service cost	\$ 51,130	\$ 35,822	\$ 27,020	\$ 25,040	\$ 18,263	\$ 2,931
Interest	38,226	35,677	32,084	28,720	26,581	24,149
Difference between expected and actual experience	(3,796)	(21,411)	(8,477)	(3,118)	(18,632)	343,523
Change in assumptions	(30,309)	-	-	-	16,153	-
Benefit payments, including refunds of employee contributions	(39,967)	-	(3,602)	-	-	-
Net change in total pension liability	15,284	50,088	47,025	50,642	42,365	370,603
Total pension liability - beginning	560,723	510,635	463,610	412,968	370,603	-
Total pension liability - ending (a)	576,007	560,723	510,635	463,610	412,968	370,603
Plan fiduciary net position:						
Contributions - employer	94,661	80,321	75,643	81,768	61,097	9,799
Contributions - employee	24,511	17,857	13,403	12,004	8,730	1,401
Net investment income	59,208	(8,765)	25,102	5,506	17	-
Benefit payments, including refunds of employee contributions	(39,967)	-	(3,602)	-	-	-
Administrative expense	(332)	(168)	(129)	(65)	(11)	-
Other	(9)	(10)	(8)	-	-	-
Net change in plan fiduciary net position	138,072	89,235	110,409	99,213	69,833	11,200
Plan fiduciary net position - beginning	379,890	290,655	180,246	81,033	11,200	-
Plan fiduciary net position - ending (b)	517,962	379,890	290,655	180,246	81,033	11,200
Net pension liability - ending (a) - (b)	<u>\$ 58,045</u>	<u>\$ 180,833</u>	<u>\$ 219,980</u>	<u>\$ 283,364</u>	<u>\$ 331,935</u>	<u>\$ 359,403</u>
Plan fiduciary net position as a % of total pension liability	89.92%	67.75%	56.92%	38.88%	19.62%	3.02%
Covered payroll (measurement year)	\$ 490,220	\$ 357,145	\$ 268,052	\$ 240,075	\$ 174,599	\$ 28,020
Net pension liability as a percentage of covered payroll	11.84%	50.63%	82.07%	118.03%	190.11%	1282.67%

Note: The City began participating in TMRS during the 2014 calendar year.

CITY OF IOWA COLONY, TEXAS
REQUIRED SUPPLEMENTARY PENSION INFORMATION
TEXAS MUNICIPAL RETIREMENT SYSTEM
SCHEDULE OF CONTRIBUTIONS
Last Six Fiscal Years

	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 101,598	\$ 92,000	\$ 81,648	\$ 75,874	\$ 76,809	\$ 52,491
Contribution in relation of the actuarially determined contribution	101,598	92,000	81,648	75,874	76,809	52,491
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll (fiscal year)	\$ 665,101	\$ 448,754	\$ 335,852	\$ 253,819	\$ 224,351	\$ 149,040
Contributions as a percentage of covered payroll	15.28%	20.50%	24.31%	29.89%	34.24%	35.22%

Note: The City began participating in TMRS during the 2015 fiscal year.

Notes to Required Supplementary Pension Information:

Valuation Date: Actuarial determined contribution rates are calculated as of December 31 each year and become effective in January, 12 months and a day later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method: Entry Age Normal
Amortization Method: Level Percentage of Payroll, Closed
Remaining Amortization Period: 6 years
Asset Valuation Method: 10 Year smoothed market; 15% soft corridor
Inflation: 2.5%
Salary Increases: 3.50% to 10.50% including inflation
Investment Rate of Return: 6.75%
Retirement Age: Age Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 – 2018.
Mortality: Post-retirement - 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement - PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.
Other Information: There were no benefit changes during the year.





CITY OF IOWA COLONY

12003 Iowa Colony Blvd., Iowa Colony Texas 77583

Phone 281-369-2471 Fax 281-369-0005

General Building Permit Application

Job address: 4110 Cedar Rapids Parkway

Contractor: Self / Family / Owners

Must be registered with the city (except home owner working as contractor) To register please go to www.cityofiowacolony.com under the Planning and Development tab click permits & licensing.

Phone # [REDACTED]

Email [REDACTED]

Owner Rosa M. Flores

Owner Phone # [REDACTED]

Subdivision none / n/a

Lot

Block

Zone District SF

Flood Zone

Class of Work

Residential

Commercial



agriculture

Type of work

Electrical

Plumbing

Mechanical

Other

Scope of Work open metal structure to hold

FFA / 4H heifer and horse projects

no concrete slab

Valuation \$

Square Foot (if applicable)

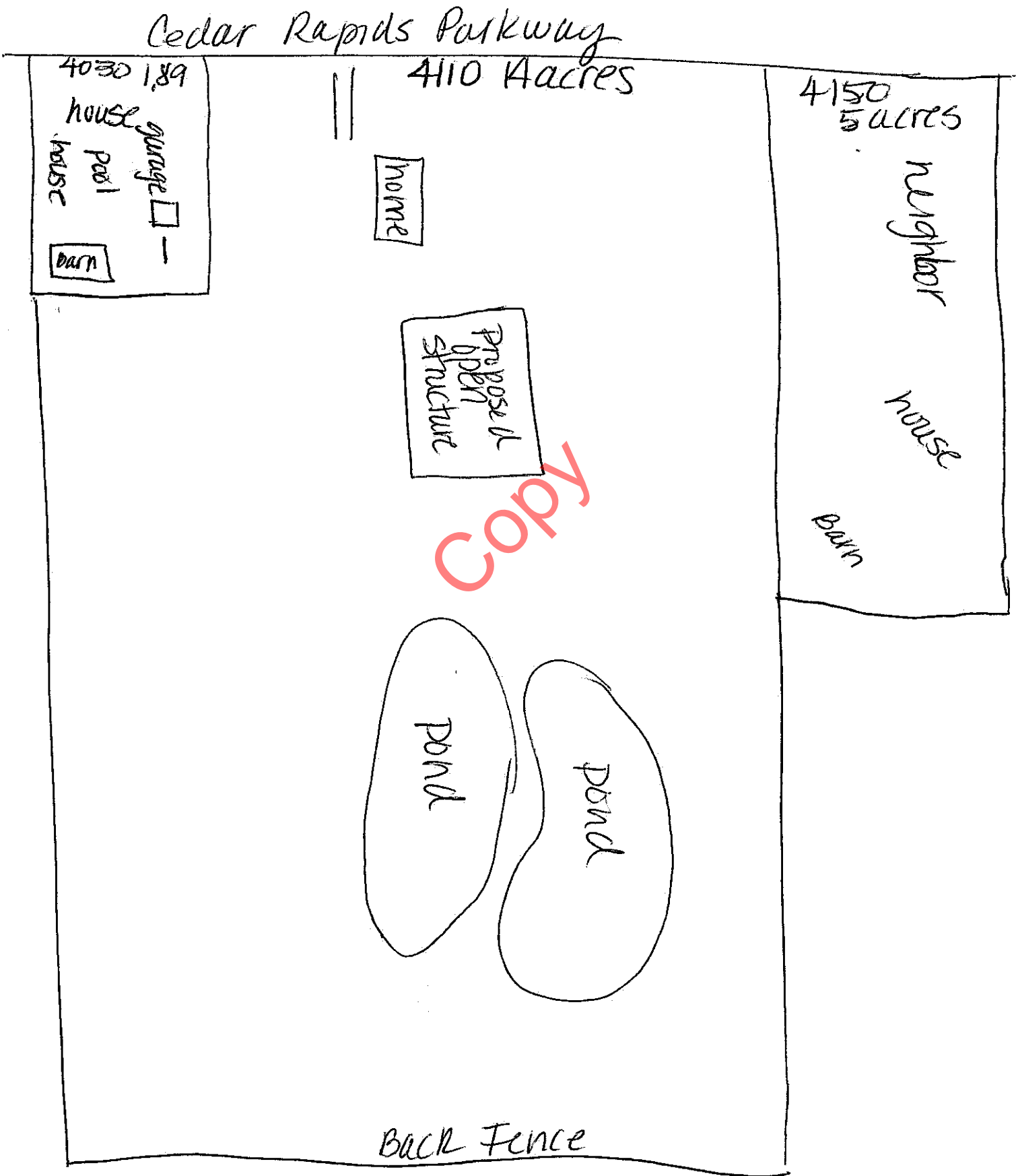
Signature Rosa M. Flores

Date 4/1/2011

Approved Denied

By: Date:

For Office Use Only



Rosie Flores
4110 Cedar Rapids Parkway Iowa Colony, Texas 77583

April 1, 2021

City of Iowa Colony

Mr. Ron Cox

12003 Iowa Colony Blvd.

Iowa Colony, TX 77583

RE: Variance to Flood Survey - Open Structure Project at 4110 Cedar Rapids Parkway

Dear Mr. Cox,


I am writing to you respectfully requesting a variance, which pertains to building an open structure on our 14 acre+/- tract to house my daughters FFA/4H heifer, and her barrel horse projects. The variance I am requesting is in reference to the requirement of a professional engineer to produce a flood survey/developmental plan.

As I discussed with you, the City Engineer, and the City Building Code Officer in order to comply with the variance I will not bring in dirt from outside of my property, and will not close the structure, I will not pour a cement slab for the open structure. As discussed, I will use dirt already on my property and give the project a slant towards the ponds I already have on my property.

I appreciate the consideration of the City Council of this project.

If you have, any further questions please feel free to contact me at [REDACTED]

Respectfully,


Rosa M. (Rosie) Flores

Tuesday, April 13, 2021

Mr. Ron Cox
City Manager
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: Variance to Flood Damage Prevention Ordinance 2009-14
4110 Cedar Rapids Parkway, Iowa Colony, TX
Adico, LLC Project No. 16007-3-273

Dear Ron;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Ms. Rosie Flores requests for a variance to Flood Damage Prevention Ordinance 2009-14 for her property located at 4110 Cedar Rapids Parkway in Iowa Colony, Tx.

Per Ms. Flores letter dated April 1, 2021, she is requesting a variance from the requirement for a professional engineer to develop a plan for flood mitigation for the proposed open structure building for her daughter's FFA/4H barrel house project. She has outlined the following conditions as part of the variance requests:

1. The structure will not be enclosed.
2. Fill for the building pad will come from within the property.
3. Building Pad:
 - a. The building pad will not be elevated 24" above the Base Flood Elevation as the structure will not be inhabited.
 - b. The building pad will be non-impervious (no concrete pad)
 - c. The building pad will be graded to properly drain away from the adjacent property.

Based on our review, Adico is recommending the approval of the variance to Article 5, Section B, Item 3 of the City of Iowa Colony Flood Damage Prevention Ordinance, subject to the following conditions:

1. The structure shall be for Agriculture use only and shall not be enclosed.
2. Any fill added to elevate the building pad must come from within the property and detailed in the grading plan.
3. A final grading plan showing building pad site with sheet flow direction away from adjacent property owners.
4. The building pad shall not be impervious.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, COC, (krusser@iowacolonytx.gov)
Albert Cantu, COIC (acantu@iowacolonytx.gov)
File: 16007-3-273

Rosie Flores
4110 Cedar Rapids Parkway Iowa Colony, Texas 77583

April 1, 2021

City of Iowa Colony

Mr. Ron Cox

12003 Iowa Colony Blvd.

Iowa Colony, TX 77583

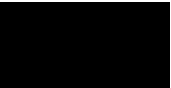
RE: Variance to Flood Survey - Open Structure Project at 4110 Cedar Rapids Parkway

Dear Mr. Cox,

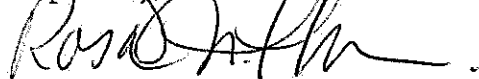
I am writing to you respectfully requesting a variance, which pertains to building an open structure on our 14 acre+/- tract to house my daughters FFA/4H heifer, and her barrel horse projects. The variance I am requesting is in reference to the requirement of a professional engineer to produce a flood survey/developmental plan.

As I discussed with you, the City Engineer, and the City Building Code Officer in order to comply with the variance I will not bring in dirt from outside of my property, and will not close the structure, I will not pour a cement slab for the open structure. As discussed, I will use dirt already on my property and give the project a slant towards the ponds I already have on my property.

I appreciate the consideration of the City Council of this project.

If you have, any further questions please feel free to contact me at 

Respectfully,



Rosa M. (Rosie) Flores



CITY OF IOWA COLONY

12003 Iowa Colony Blvd., Iowa Colony Texas 77583

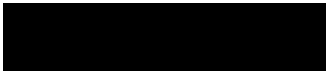
Phone 281-369-2471 Fax 281-369-0005

General Building Permit Application

Job address: 4110 Cedar Rapids Parkway
Contractor: Self / Family / Owners

Must be registered with the city (except home owner working as contractor) To register please go to www.cityofiowacolony.com under the Planning and Development tab click permits & licensing.

Phone #



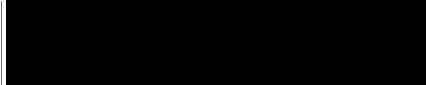
Email



Owner

Rosa M. Flores

Owner Phone #



Subdivision

none / n/a

Lot

Block

Zone District

SF

Flood Zone

Class of Work

Residential

Commercial



agriculture

Type of work

Electrical

Plumbing

Mechanical

Other

Scope of Work

open metal structure to hold

FFA / 4H heifer and horse projects

no concrete slab

Valuation \$

Square Foot (if applicable)

Signature

Rosa M. Flores

Date

4/1/2011

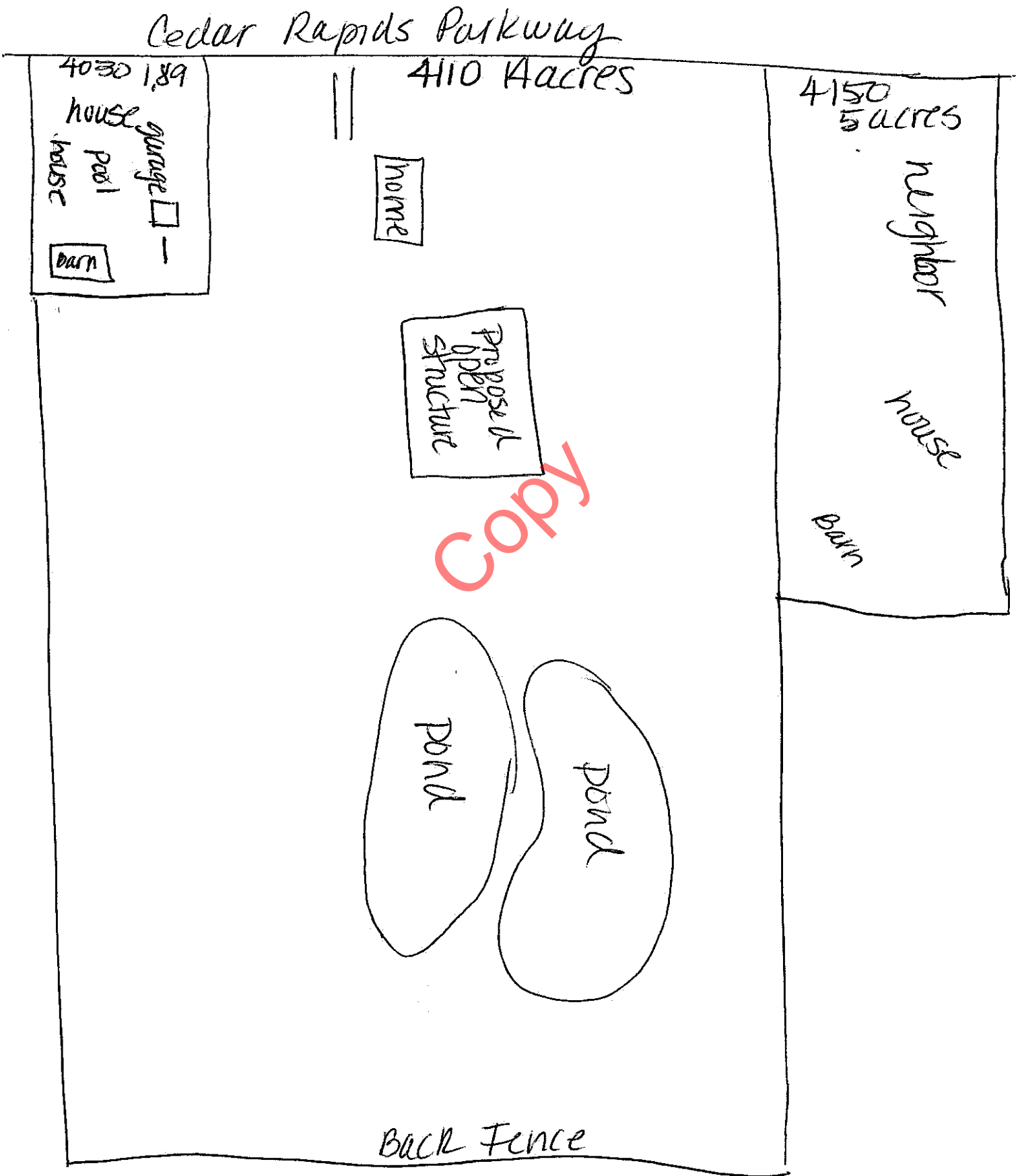
Approved

Denied

By:

Date:

For Office Use Only



City of Iowa Colony

Minority Relations Advisory Committee

Number of Members:

- Five to Seven

Requirements for membership:

- Citizens of Iowa Colony
- Ex-officio Members may be appointed from time to time.

Meetings:

- On call as needed
- Not less than quarterly

Role and Responsibility:

- A group of citizens who may be called upon review and comment on particular legislation and policies to be certain there are no inequitable effects from them.
- Review and comment on particular written reports and/or policies to the City Council and appropriate staff.



Thank you for taking our call today. We understand there may be a lot to consider in the administration of American Rescue Plan funds and hope we can assist. Below is some of the information we discussed.

The American Rescue Plan (ARP) Act of 2021 provides 27.6 Billion Dollars to Texas. The state government will receive 17.2 billion, our 254 counties will receive 5.7 Billion, and more than 1100 cities will divide 4.7 Billion.

The City of Iowa Colony is projected to receive \$ 704,919.82. The first allotment of approximately half the funds should reach you within the next 30 to 45 days. The second half is expected to follow a year later. While it is exciting to receive this money, it can be a significant burden on your existing staff to create programs, manage procurements, maintain programmatic compliance, and provide accurate routine reporting to the Treasury Department.

One of first question you may have is, "What can we use this money on?" While you cannot use the funds to offset prior lost tax revenue or deposit into a pension fund, there are several ways to properly use the money. A few of these allowable activities are:

- Provide aid to local businesses, households, or non-profits.
- Provide increased "premium" pay to essential workers.
- Provide government services that may have been reduced due to reduction in revenue.
- Make investments in water, sewer, or broadband infrastructure.

GrantWorks can help in the administration of any ARP funded program or project. We have been working with Texas Communities for over 40 years and have become the most reputable Grant Management firm in the state. If your City would like assistance in the management of these US Treasury funds, GrantWorks would like to make certain you maximize the benefit of this grant within your community while fulfilling all regulatory and compliance obligations.

We believe this grant offers you help in achieving the goals you have set for the City. We encourage you to begin the procurement process, so we can assist, when and if you need us.

Following is suggested language to authorize Request for Proposals (RFP) and Request for Qualifications (RFQ):

Consider/discuss authorization for the City of Iowa Colony to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021.

We would encourage you to review procurement documents as provided by ARCIT. If you are not a member of ARCIT, it would be beneficial and inexpensive for you to join. www.arcit.com. Membership is:

Cities and Counties under 1,000 population is \$170.

Cities and Counties over 1,000 population is \$395.

Please do not hesitate to contact me if you have any questions on moving forward.

Best regards,

Sylvia Davila
Client Services Manager
512/417-2995

sylvia@grantworks.net

Copy

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

SPECIAL NOTE ON USE OF THIS FORM:

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

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

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

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 15, 2020 ("Effective Date") between

City of Iowa Colony, Texas ("Owner")

and Adico, LLC – Consulting Engineers ("Engineer")

Engineer agrees to provide the services described below to Owner for As Directed ("Project").

Description of Engineer's Services: Texas Water Development Board – Flood Infrastructure Funding Grant

Preparation of Master Drainage Plan for the City of Iowa Colony and ETJ

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

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

1. For cause,

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

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's

responsibilities as a licensed professional;
or

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

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

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

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

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

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

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

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

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

8.01 Total Agreement

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

Copy

9.01 Payment (Lump Sum Basis)

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

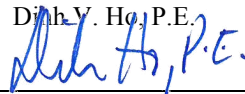
Compensation for this assignment shall be in accordance with this agreement executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a lump sum fee for Total Professional Services Fee Not to Exceed \$300,000.00

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

OWNER: City of Iowa Colony

ENGINEER: Adico, LLC

By: Michael Byrum-Bratsen

By: Dinh V. Ho, P.E.


Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Michael Byrum-Bratsen, Mayor
City of Iowa Colony
12003 CR 65
Iowa Colony, Texas 77583

Address for giving notices:

Dinh V. Ho, P.E.
Adico, LLC – Consulting Engineers
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546

Agreement Execution Resolution

A RESOLUTION by the _____ of the _____ (the “<<ENTITY>>”) authorizing _____, the Designated Representative of the <<ENTITY>>, to execute an agreement with the Texas Water Development Board for funding in the amount of \$_____.

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance in the form of a grant/loan/principal forgiveness in the amount of \$_____ to the <<ENTITY>> to finance a project upon execution of a loan/grant/principal forgiveness agreement; therefore

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1. Approval of Agreement. The agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the <<ENTITY>> is approved and the <<ENTITY>>’s Designated Representative is authorized to execute the agreement on behalf of the <<ENTITY>>.

SECTION 2. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____ By: _____

(Seal)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, FOR THE PURPOSE OF **REGULATING FOOD SERVICE ESTABLISHMENTS**; REQUIRING PERMITS; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY FOR A VIOLATION OF THIS ORDINANCE; WITH RELATED PROVISIONS.

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

ARTICLE I. GENERAL

Sec. I-1. State Regulations Adopted.

The City of Iowa Colony adopts the Texas Food Establishment Rules promulgated by the Texas Department of State Health Services and set forth in 25 Texas Administrative Code Chapter 228 (“the TFER”). The Texas Food Establishment Rules are incorporated herein by reference for all purposes and shall govern the food establishments in the City, together with all other provisions of this ordinance and any other applicable law. A copy of the Texas Food Establishment Rules shall be on file in the office of the city secretary.

Sec. I-2. Definitions.

The definitions in the Texas Food Establishment Rules shall apply to the terms used in this ordinance. Additionally, the following words, terms, and phrases shall have the meanings set forth below, except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Iowa Colony.

Food establishment means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption as follows:

- (a) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (b) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (c) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.

- (d) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Inspection report card means a document with the letter grade that is assigned by the health officer based on the total inspection score at the completion of the inspection of a food establishment.

Inspection report form means a complete report of a food establishment or mobile food unit inspection. This document shall reference by section number each section violated and shall state the correction to be made.

Temporary food establishment means a food establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation that is manufactured, modified, designed, or used to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve, or sell food. Mobile units must completely retain their ability to move at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is also classified as an MFU.

Mobile food unit—additional permit to an existing food establishment means a mobile food unit operated by an existing permitted food establishment as an additional source of food service.

Non-profit organization means an organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge (PIC) means the individual present at a food establishment who is responsible for the operation at the time of inspection.

Regulatory authority means the City of Iowa Colony, Texas.

Texas Food Establishment Rules ("TFER") means the most current version of the rules promulgated by the Texas Department of State Health Services and set forth in 25 Texas Administrative Code, Chapter 228, as they may be amended from time to time.

Sec. I-3. Application of Ordinance.

- (a) This Ordinance shall apply to all areas within the corporate limits of the city.
- (b) Persons or organizations whose food services are regulated and regularly inspected by another federal or state governmental entity are required to comply with this Ordinance.

Sec. I-4. Enforcement.

The position of Health Official is hereby established. The Health Official is not a department head and shall be appointed and removed as provided in the Home Rule Charter. Regardless of any other provision from any source, the Health Official serves at the will of the City.

The Health Official must have all qualifications required either by law to enforce this ordinance or by the City Manager.

The City Manager may appoint one or more Deputy Health Officials, and any reference herein to the Health Official shall also include any Deputy Health Officials, unless the context clearly requires otherwise.

The Health Official is hereby authorized to enforce this ordinance.

ARTICLE II. PERMIT

Sec. II-1. Required.

No person shall participate in any way in operating a food establishment, temporary food establishment, mobile food unit, child care center, or group residence that provides food service without a valid permit issued by the city. Permits are not transferable from place to place or person to person. A valid permit shall be posted in public view in every establishment required to have a permit. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this Ordinance.

Sec. II-2. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least thirty (30) days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this Ordinance.

A mobile food unit (commonly known as a 'food truck') that operates for a period of no more than three (3) consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit.

Sec. II-3. Fees.

- (a) Before any application for a permit under this Ordinance shall be considered filed, the applicant shall pay the applicable fees set forth in the Fee Ordinance of the City.
- (b) The re-inspection fee set forth in the Fee Ordinance shall apply in cases where reinspection is deemed necessary by the city's Health Official.
- (c) A non-profit organization as defined by this Ordinance is required to submit an application for a permit, and upon submission of supporting documentation of nonprofit status, the organization will be issued a permit, but all fees associated with this permit shall be waived.
- (d) Permit application fees are not refundable and shall not be prorated.

Sec. II-4. Suspension and Other Decisions of the Health Official.

- (a) The city may suspend any permit to operate a food establishment, temporary food establishment, and/or mobile food unit, if the permit holder does not comply with the requirements of this Ordinance, and the violation creates an immediate threat to the health or safety of any portion of the public. Suspension is effective upon written notice, and service operations shall immediately cease. Whenever a permit is suspended, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for the suspension.
- (b) The notice of suspension shall also inform the recipient of the opportunity to appeal the suspension to the Building Codes Board of Appeals.
- (c) The Building Codes Board of Appeals is hereby authorized to hear appeals from decisions of the Health Official under the same rules and procedures applicable to an appeal to that Board under the Building Codes.

Sec. II-5. Revocation.

The city may revoke a permit for serious or repeated violation(s) of any of the requirements of this Ordinance or for interference with the health official/code compliance officer in the performance of his/her duties. Prior to revocation, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is subject to revocation and inform them of the opportunity for a hearing before the city manager. If the permit holder requests a hearing, they shall file their written request for a hearing with the city secretary within ten (10) days following service of such notice of revocation. If a request for hearing is filed, a hearing shall be scheduled within thirty (30) days of the city's receipt of such request. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

Sec. II-6. Service of Notice.

A notice provided for in this Ordinance is properly served when it is delivered to the permit holder or the person in charge of the establishment; when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder or person in charge of the establishment; or when it is delivered to the last known address of the permit holder or of the person in charge of the establishment by a well-established commercial courier such as Federal Express or United Parcel Service, for example.

Sec. II-7. Application for a New Permit After Revocation.

The holder of a permit that has been revoked must wait one hundred eighty (180) days after the final date of the revocation decision before making written application for a new permit.

ARTICLE III. INSPECTIONS

Sec. III-1. Frequency.

Inspections shall be performed as often as necessary to enforce this Ordinance.

Sec. III-2. Access.

The authorized agent of the City, after proper identification, shall be permitted to enter any food establishment, mobile food unit, or establishment for which a permit has been issued or is required, at any reasonable time for the purpose of making inspections to determine compliance with this Ordinance. The employees/agents of the City shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received or used or to persons employed by the establishment, and compliance with this ordinance.

Sec. III-3. Reports.

When an inspection of a food establishment is conducted, the findings shall be recorded on an inspection report form, and a copy of each inspection report form with number score and corresponding letter grade shall be provided to the food service manager or other person in charge (PIC) of the establishment. Upon conclusion of the inspection, the city's health officer shall post the retail food establishment's inspection report card on the main public entrance of the establishment showing the number score and corresponding letter grade. No person except the City Health Officer shall alter, deface, or remove the inspection report.

Sec. III-4. Correction of Violations.

The inspection form shall specify a reasonable period of time to correct the violations and such violations must be corrected within the specified period; provided, however that:

- (a) If an imminent health hazard exists the establishment, including a mobile food unit, shall immediately cease food service operations and operations shall not be resumed until authorized by the city; and
- (b) All violations at temporary food establishments shall result in cessation of temporary food service operations.

The establishment or mobile food unit shall not resume operations until such time as a reinspection determines that the condition(s) responsible for the requirement to cease operations no longer exists. The city shall offer to reinspect the establishment within a reasonable time.

ARTICLE IV. CONSTRUCTION, REMODELING AND CONVERSION

Sec. IV-1. Plans.

Two (2) sets of properly prepared plans and specifications for each construction, remodeling, or alteration of a food establishment shall be submitted to the code compliance department prior to any on-site construction. The plans must be drawn to scale no smaller than one-eighth inch and shall consist of a plot plan, floor plan, foundation plan, structural plan, plumbing plan, elevation plan, wall section, engineer's scale and survey (if required by applicable law), mechanical and electrical details, and health equipment detail with elevations.

Sec. IV-2. Other Code Requirements.

A building permit shall be required for construction, alteration, remodeling, or conversion of a food establishment in accordance with the International Building Code adopted by the city. Any

construction, alteration, remodeling, or conversion of a food establishment shall comply with all applicable federal and state laws and codes and regulations of the city. To the extent of a conflict between or among the provisions of this Ordinance and other codes or ordinances of the city, the more restrictive provision shall control.

Sec. IV-3. Ownership of Food Establishment.

- (a) Often, when an existing food establishment is purchased, the purchase does not include the property or the structure, but includes the rental or lease of space and equipment. The city requires that the person who operates a food establishment obtain a valid food dealer's permit. The person who applies for the food dealer's permit is considered, legally, to be the owner.
- (b) The person who is registered on the food dealer's permit is the responsible party for the property, premises, structure and complete operating services. The operator of the food establishment is the ultimate responsible party, and the conditions under which the food establishment was leased or rented does not release the operator from the requirements of this Ordinance.
- (c) A new owner may continue to operate a food establishment without interruption from the city when the establishment is in complete compliance with this Ordinance. Total compliance is the basis for issuing the food dealer's permit, which must be obtained prior to opening the establishment for business. An inspection of the premises and operations can demonstrate the extent to which the food establishment is in compliance. Upon normal conditions, depending on the condition of the food establishment, many violations can be corrected within such a short period of time that an interruption of food services is unnecessary and not required.
- (d) Depending on the wear and tear (depreciation) on the establishment, the building and equipment may already be close to compliance, and it is the responsibility of the new owner to schedule an inspection from the city to determine what is required to meet current codes.

ARTICLE V. MOBILE FOOD UNITS

Sec. V-1. General.

[Drafter's Note: This Article needs to be coordinated with the Food Truck Ordinance.] A mobile food unit subject to and must comply with not only this ordinance but also all other applicable requirements in all other ordinances, including but not limited to the Food Truck Ordinance No. _____, as it may be amended from time to time, and all other applicable law. The city's health official and/or code enforcement officer, may also impose additional requirements to protect against health hazards related to the conduct of the food service establishment as a mobile operation and may prohibit the sale of some or all potentially hazardous foods.

Sec. V-2. Mobile Food Unit Regulations.

The following additional regulations shall apply to mobile food units:

- (1) *Plan submission.* Plans must be submitted to the code compliance department at the time of permit application prior to operation of a mobile food unit. Plans shall show the

signage, layout, arrangement of equipment, and construction material of the inside of the mobile food unit including food preparation, storage and service window areas.

- (2) *Fixed location.* A mobile food unit operating from a fixed location shall obtain written permission from the property owner to operate on the property owner's premises. A copy of such letter must be provided to the city with the permit application. The operator of a fixed location mobile food unit shall notify the code compliance department each time the mobile food unit changes location of operation no later than twenty-four (24) hours after the change has taken place and provide written permission to operate at such location. A mobile food unit operating from a fixed location cannot set up within twenty-five (25) feet of the roadway or the public easement.
- (3) *Identification of mobile food units.* Every mobile food unit must be readily identifiable by the business name which must be printed, permanently affixed and prominently displayed upon at least two (2) sides of such units in letters not less than three (3) inches in height.

Additionally, the following identification requirements are for mobile food units used for the purpose of selling or dispensing frozen desserts, prepackaged food and beverages from a moving truck:

- a. A sign clearly visible from both the front and the rear, mounted on the top of the truck, must bear the warning sign "CAUTION - CHILDREN". The lettering for such sign shall be in block style letters and not less than six (6) inches in height and one-half inch wide, and letters shall be black against a yellow background.
 - b. Flasher-type warning lights displaying yellow to the front and red to the rear and which operate continuously while the truck is stopped for the purpose of making a sale shall be installed at each end of the "CAUTION - CHILDREN" sign.
- (4) *Sanitation requirements.* The following additional sanitation requirements shall apply:
 - a. Any accident involving a mobile food unit shall be reported in writing, to the code compliance department within twenty-four (24) hours from the time the accident occurred, and before operation of mobile food unit resumes if such accident results in damage to the water system, waste retention tank, food service equipment, or any facility which may result in the contamination of the food being carried. Such report shall be made by the holder of the mobile food unit permit.
 - b. In the event that the permit issued under this Ordinance to any food establishment that has agreed to be a central preparation facility for a mobile food unit has been revoked, suspended, or without timely renewal, the permit for the same mobile food unit shall be automatically suspended until and unless the permit for the food establishment is restored to valid status.

ARTICLE VI. MISCELLANEOUS

Sec. VI-1. Conflicts in Terms.

In the event of a conflict of terms between this ordinance and any other ordinance or other law, the more restrictive provision shall govern and control.

Sec. VI-2. Future Amendments.

Future amendments of any codes, statutes, rules, or regulations hereby adopted (other than clarifications or technical notices of any type) are not adopted by this Ordinance and must be subsequently approved and adopted by the City Council.

Sec. VI-3. Effect of Ordinance.

This ordinance shall not be construed to relieve or lessen the responsibility of any person owning, operating, or controlling any food establishment for any damages to persons or property caused by defects, nor shall the City Council, the City, its agents or representatives assume any such liability by reason of these regulations, the inspections authorized by this Ordinance, or any permits or certificates issued pursuant to this Ordinance.

Sec. VI-4. References to Ordinance.

Any reference herein to this Ordinance shall also refer to any codes, statutes, rules, and regulations adopted by this Ordinance.

Sec. VI-5. Offenses, Penalties, and Remedies.

a. Any references in this Ordinance to “the penalty provisions of this Ordinance” or similar phrases shall refer to this section and the penalties herein.

b. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance or of any code, statute, rule, or regulation hereby adopted shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000.00.

c. Any person who violates any provision of this Ordinance, but does so neither intentionally, knowingly, recklessly, nor with criminal negligence, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00.

d. Each day or portion of a day a violation continues, occurs, or recurs shall constitute a separate offense.

e. The City shall have the right to enforce this ordinance and any code, statute, rule, or regulation hereby adopted by injunction and by other actions in a civil court and/or by any and all remedies from any and all sources.

f. All rights and remedies of the City provided in this ordinance shall be cumulative of all other rights and remedies provided herein, by other ordinances, or by any applicable law. Furthermore, the exercise of one right or remedy by the City shall not be construed as an election of remedies and shall not impair any other right or remedy of the City. The City may exercise any right or remedy herein either alone or together with any other right or remedy under this ordinance, any other ordinance, or any applicable law. Without limiting the generality of the foregoing, pursuing or receiving any civil remedy for any violation of this ordinance shall not preclude the pursuit or receipt of any criminal penalty for any violation hereof.

Sec. VI-6. Nonwaiver.

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 concerning utilities shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Sec. VI-7. Nonwaiver of Immunity.

Nothing in this Ordinance or in any other law concerning utilities 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.

Sec. VI-8. Nonliability.

Neither the City, nor its officers, employees, agents, or representatives shall be liable to any person, other than the City, for any act, omission, or condition in any way concerning this ordinance or the subject matter hereof.

Sec. VI-9. Severability.

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Sec. VI-10. Effective Date.

This ordinance shall take effect as of the date of its passage and adoption.

PASSED AND APPROVED ON THE FIRST READING ON APRIL 19, 2021.

**PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON
_____.**

**MICHAEL BYRUM-BRATSEN,
MAYOR**

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Food Service Ordinance (04-19-21)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING
THE NAME OF STONE GARDEN DRIVE IN STERLING LAKES WEST
TO STERLING LAKES WEST DRIVE; WITH RELATED PROVISIONS.**

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

1. Findings of Fact. The City Council of the City of Iowa Colony, Texas (“the City”) finds that the following facts are true:

- a.** Sterling Lakes West Drive changes names to Stone Garden Drive for part of the street segment between Ames Boulevard and Meridiana Parkway.
- b.** The City has complied with all applicable law in the passage of this ordinance.
- c.** All statements of fact in any part of this ordinance are true.

2. Amendment of Street Name. Stone Garden Drive in Sterling Lakes West Subdivision is hereby renamed Sterling Lakes West Drive, so that the entire street segment from Ames Boulevard westward and southward to Meridiana Parkway shall have the same name, Sterling Lakes West Drive.

3. Replacement of Street Signs. The developer of Sterling Lakes West subdivision shall replace the street signs for that street to reflect the new name.

4. Severance Clause. If any portion, of whatever size, of this ordinance is ever held to be invalid for any reason, then the remainder of this ordinance shall remain in full force and effect.

5. Effective Date. This ordinance shall be effective as of its passage and adoption.

PASSED AND APPROVED ON THE FIRST READING ON APRIL 19, 2021.

**PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON MAY
17, 2021.**

**MICHAEL BYRUM-BRATSEN,
MAYOR**

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Changes after the first reading are in yellow, but they will be black and white upon enactment of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ADOPTING AND AMENDING THE INTERNATIONAL BUILDING CODE, INTERNATIONAL ELECTRICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL RESIDENTIAL BUILDING CODE, AND INTERNATIONAL SWIMMING POOL/SPA CODE; PROVIDING FOR FEES, CONSTRUCTION, REMEDIES ENFORCEMENT, AND A PENALTY OF UP TO \$2,000 PER DAY FOR A VIOLATION OF THIS ORDINANCE; AND REPEALING PARTS OF ORDINANCE 2019-40.

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

PART I. BUILDING CODE.

Sec. I-1. Adoption of International Building Code.

The *International Building Code*, 2018 Edition (non-residential), hereinafter sometimes referred to as the “Code,” as published by the International Code Council, Inc., is hereby adopted. A copy of that Code has been filed with the City Secretary.

Sec. I-2. Amendments to International Building Code.

(1) **Section 105.2** of that code is hereby amended to provide as follows:

“105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Fences not over seven feet high.
2. Oil Derricks.
3. Retaining walls that are not over four feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18925 L) and the ratio of height to diameter or width is not greater than 2:1.
5. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
6. Temporary motion picture, television, and theater stage sets and scenery.

7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one-and two-family dwellings.
10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
11. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and to the installation of towers and antennas.

Temporary testing systems: The installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (0.75 kW) or less.

Plumbing:

1. The repairing of leaks; however, if it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.”

(2) **Section 105.3.1** of that Code is hereby deleted.

(3) **Section 105.5** of that Code is hereby amended to read as follows:

“105.5. Expiration: No construction schedule. Every permit issued shall become invalid, unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of such permit shall not exceed one and one-half (1-1/2) years. If any permitted work is not completed within this limitation, then the permit shall become invalid and must be reissued in order to resume work, and the new permit will require the payment of new fees.

Work pursuant to a construction schedule. A permit may be issued for a reasonable period of time, which coincides with a written construction schedule prepared by a licensed architect or engineer, and filed with the City. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of such permit shall not exceed two (2) years. If any permitted work is not completed within this limitation, the permit shall become invalid and must be reissued in order to perform or resume work, together with payment of fees for such reissued permit.”

(4) **Section 105.8** of that Code is hereby enacted to read as follows:

“105.8 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City.

Comprehensive general liability insurance covering all risks associated with the work, with a minimum bodily injury limit of \$100,000, \$300,000 per occurrence, and a property damage limit of \$400,000, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.”

(5) **Section 109.2** of that Code is hereby amended to read as follows:

“**Section 109.2 Schedule of permit fees.** For buildings, structures, or electrical, gas, mechanical, and plumbing systems or alterations thereof requiring a permit, a fee for each permit shall be paid as required, in accordance with the City of Iowa Colony’s Fee Schedule, as it may be amended from time to time by City Council.”

(6) **Section 109.4** of that Code is hereby amended to read as follows:

“**109.4 Work commencing before permit issuance.** The permit fee for a required permit for work commenced without that permit shall be double the fee otherwise applicable.”

(7) **Section 111.1** of that Code is hereby amended to read as follows:

“**111.1 Use and Occupancy.** No Building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City shall not be valid.”

(8) **Section 113** of the Code is hereby deleted.

(9) **Section 114** of the Code is deleted and the penalty provision of this Ordinance is substituted in its place.

(10) **Section 202** of the Code is hereby amended by adding the following definitions:

FOSTER HOME. A residential dwelling licensed by the state, including, but not limited to, a foster home, as such term is defined by V.T.C.A., Texas Health and Safety Code §42.002, in which custodial care is provided for six or fewer children under the age of 18.

HEALTH CARE FACILITY. A facility, not including a Residential Group R facility, that provides inpatient medical care or medical treatment to persons who are not capable of self-preservation without physical assistance or in which the liberty of the occupants is restricted.

RESIDENTIAL CARE FACILITY. A Residential Group R facility in which medical care, including, but not limited to, assisted living facility services, as such services are described in the definition of "assisted living facility" by Texas Health and Safety Code §247.002, are provided to one or more persons who are unrelated to the proprietor of the establishment.

(11) **Subsection 903.3.7** is hereby amended to provide as follows:

903.3.7 Fire department connections. Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. A fire hydrant shall be located within 300 feet of the fire department connection measured along an approved fire apparatus access road. The fire department connection shall have a 5" Inch Storz Connection.

(12) **Subsection 905.8** is hereby amended to provide as follows:

905.8 Dry standpipes. Dry standpipes are prohibited unless approved by the fire code official. The fire code official is authorized to approve dry standpipes where access to a portion of a single-story building at grade level is limited by the location on property, topography, waterways, nonnegotiable grades or other similar conditions and the dry standpipe hose connections are to be installed on the exterior only and at grade level adjacent to an access door.

(13) **Subsection 907.5.3** is hereby added to provide as follows:

907.5.3 Evacuation. Upon activation of a fire alarm notification system, all occupants of the structure for which such activation occurred shall evacuate and shall remain outside the structure until the fire and rescue services department has determined that no fire or danger exists.

(14) **Subsection 912.2.3** is hereby added to provide as follows:

912.2.3 Remote locations. Where fire department connections are located in fire vaults or where one fire department connection serves multiple buildings, the fire department connection shall be provided with a sign indicating the address to the building or buildings to which such connection serves. The sign shall have the address numbers at least six inches in height and the street name in letters at least two inches in height. All such signs shall be subject to the approval of the fire code official.

(15) **Section 916** is hereby deleted.

(16) **Moving of Structures.** A building permit shall be required for moving any building or other structure into, out of, or within the City of Iowa Colony, except for portable storage buildings of less than one hundred fifty square feet that are moved from one point within the City to another point within the City. The fees for permits under this section shall be determined by the City's separate fee schedule.

(17) **Demolition.** A building permit shall be required for the demolition of any building or other structure in the City. The fee for the permit shall be as stated in the City's separate fee schedule and shall be based upon the value of the demolition work, not the value of the structure to be demolished.

- (18) **Appendices.** The following Appendices contained in the *International Building Code* are deleted their entirety:

Appendix A, Employee Qualifications;
Appendix B, Board of Appeals;
Appendix D, Fire Districts;
Appendix G, Manufactured Homes;
Appendix H, Signs; and
Appendix I, Patio Covers.

Appendices C, E, F, and J contained in such Code are hereby adopted.

PART II. ELECTRICAL CODE.

Sec. II-1. Adoption of National Electrical Code.

The *National Electrical Code*, 2018 Edition, hereinafter sometimes referred to as the “Code,” is hereby adopted. A copy of that Code has been filed with the City Secretary.

PART III. RESERVED. [Drafter’s Note: The *International Plumbing Code*, 2018 Edition, is adopted and amended by another ordinance.]

PART IV. FUEL GAS CODE.

Sec. IV-1. Adoption of International Fuel Gas Code.

The *International Fuel Gas Code*, 2018 Edition, hereinafter sometimes referred to as the “Code,” as published by the International Code Council, Inc., is hereby adopted. A copy of that Code has been filed with the City Secretary.

Sec. IV-2. Amendments to International Fuel Gas Code.

- (1) **Section 101.1** is hereby deleted, and a new **Section 101.1** is substituted therefor as follows:

“101.1 Title. These regulations shall be known as the *Fuel Gas Code* of the City of Iowa Colony, Texas, hereinafter sometimes referred to as “this Code.”

- (2) **Subsections 106.6, 106.6.1, and 106.6.3** are hereby deleted.

- (3) **Section 106.6.2** of the Code is hereby amended to read as follows:

Section 106.6.2 Fee Schedule. The fees for all permits under this Code shall be paid as required, in accordance with the City of Iowa Colony's Fee Schedule, as it may be amended from time to time by City Council."

- (4) **Subsection 108.5** is hereby amended to provide as follows:

108.5 Stop Work Orders. Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

- (5) **Section 109** is hereby deleted.

PART V. RESERVED. [Drafter's Note: The *International Energy Conservation Code*, 2018 Edition, is adopted and amended by another ordinance.]

PART VI. MECHANICAL CODE.

Sec. VI-1. Adoption of International Mechanical Code.

The *International Mechanical Code*, 2018 Edition, hereinafter sometimes referred to as the "Code," as published by the International Code Council, Inc., is hereby adopted. A copy of that Code has been filed with the City Secretary.

Sec. VI-2. Amendments to International Mechanical Code.

- (1) **Section 103** of that Code is deleted.
- (3) **Sections 106.4.3 and 106.4.4** of that Code are deleted, and a new section **106.4.3** is substituted therefor as follows:

"106.4.3. Expiration. Every permit issued shall become invalid unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of such permit shall not exceed 1-1/2 years. If any permitted work is not completed within this limitation, then the permit shall become invalid and must be reissued in order to resume work, together with payment of fees for such reissued permit."

(4) **Sections 106.5.2 and 106.5.3** of that Code are hereby deleted, and the following section **106.5.2** is substituted therefor:

"106.5.2 Fee Schedule. The permit fees for all mechanical work shall be paid as required, in accordance with the City of Iowa Colony's Fee Schedule, as it may be amended from time to time by City Council."

(5) **Section 106.5.4** of that Code is hereby enacted to read as follows:

"106.5.4. State license. All persons performing work within the city governed by this Code shall be licensed by the State of Texas, and shall submit to the city proof of insurance as required by the state or by statute."

(6) **Section 106.5.5** of that Code is hereby enacted to read as follows:

"106.5.5. Construction hours. Within the City of Iowa Colony, Texas, outdoor (unenclosed) construction of buildings and structures and related activities within the city is permitted during the following time periods only:

Monday through Friday 7:00 a.m. to 6:00 p.m.

Saturday, Sunday, and any City Holiday 9:00 a.m. to 6:00 p.m.

The building official shall include written notice of these construction hours with each building permit issued.

These hours shall apply except in cases of extreme and urgent necessity, which are in the interest of public safety and convenience, and then only by permit obtained from and issued by the City's building official. Such permit may be renewed during the time the emergency exists."

(7) **Section 106.5.6** of that Code is hereby enacted to read as follows:

"106.5.6. Work commencing before permit issuance. The permit fee for work commenced without a required permit shall be double the fee that would otherwise apply."

(8) That Code is amended by deleting **section 106.5** (except for the subsections otherwise amended or enacted by this ordinance) and **appendix B, entitled "Permit fee schedule"** as fees shall be charged in accordance with the city's fee schedule, as it may be amended from time to time.

(9) Section 108.4 of that Code is hereby deleted, and the penalty provision of this ordinance is substituted in its place.

(10) **Subsection 108.5** is hereby amended to provide as follows:

108.5 Stop Work Orders. Upon notice from the code official, work on any mechanical system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

(11) **Subsection 507.2** is hereby amended to provide as follows:

507.2 Type I hoods. Type I hoods shall be installed where cooking appliances produce grease vapors. In addition, the following specified locations shall require a Type I hood:

1. Group E and I occupancies where commercial cooking appliances are used for any purpose; and
2. Group A occupancies, with an occupant load over 49 persons, where commercial cooking appliances are used for any purpose.

Exceptions:

1. A Type I hood shall not be required for an electric cooking appliance where an approved testing agency provides documentation that the appliance effluent contains five mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with UL 710B.
2. A Type I hood shall not be required where domestic or residential cooking appliances are installed and not used for commercial purposes.

(11) **Appendix A** contained in the International Mechanical Code is hereby adopted.”

PART VII. RESERVED. [Drafter’s Note: The *International Fire Code*, 2018 Edition, is adopted and amended by another ordinance.]

PART VIII. RESIDENTIAL BUILDING CODE.

Sec. VIII-1. Adoption of Residential Building Code.

The *International Residential Code*, 2018 Edition, hereinafter sometimes referred to as the “Code,” as published by the International Code Council, Inc., is hereby adopted. A copy of that Code has been filed with the City Secretary.

Sec. VIII-2. Amendments to International Residential Building Code.

(1) **Subsection R105.2** is hereby amended to provide as follows:

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 7 feet (2134 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
9. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The repairing of leaks.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.

(2) **Section R105.5** of that Code is hereby amended to read as follows:

“R105.5 Expiration: No construction schedule. Every permit issued shall become invalid unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of such permit shall not exceed one and one-half (1-1/2) years. If any permitted work is not completed within this limitation, then the permit shall become invalid and must be reissued in order to resume work, together with payment of fees for such reissued permit.”

(3) Section 105.10 of that Code is hereby added to provide as follows:

105.10 Construction Hours. Within the city of Iowa Colony, Texas, outdoor (unenclosed) construction of buildings and structures and related activities within the city is permitted during the following time periods only:

Monday through Friday

7:00 a.m. to 6:00 p.m.

Saturday, Sundays, and any City Holiday 9:00 a.m. to 6:00 p.m.

The Building Official shall include written notice of these construction hours with each building permit issued.

These hours shall apply except in cases of extreme and urgent necessity, which are in the interest of public safety and convenience, and then only by permit obtained from the City's Building Official. Such permit may be renewed during the time the emergency exists, in the discretion of the Building Official.

This section 105.10 shall apply to all construction described in this section, regardless whether it is residential or otherwise, and regardless whether it is subject to any other provision of this Code, and regardless whether any permit is required.

(4) Section **R105.11** of that Code is hereby enacted to read as follows:

“R105.10 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City.

Comprehensive general liability insurance covering all risks associated with the work, with a minimum bodily injury limit of \$100,000, \$300,000 per occurrence, and a property damage limit of \$400,000, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.”

(5) Section **R108.2** of the Code is amended to read as follows:

“R108.2 Schedule of permit fees. Fees shall be charged in accordance with the City's Fee Schedule, as it may be amended from time to time.”

(6) Section **R108.6** is hereby enacted to read as follows:

“R108.6 Work commencing before permit issuance. The permit fee for work commenced without a required permit shall be double the fee that would otherwise apply.”

(7) Section **R108** is hereby deleted, except to the extent otherwise amended or enacted in this ordinance.

(8) Section **R110.1** of that Code amended to read as follows:

“R110.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City shall not be valid.”

(9) **Section R112** is hereby deleted.

(10) **Section R113.4** of the Code is deleted, and the penalty provision of this Ordinance is substituted in its place.

(11) **Subsection R114.1** is hereby amended to provide as follows:

114.1 Stop Work Orders. Upon notice from the code official, work on any building or structure that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

(12) **Subsection 114.2** is hereby deleted.

(13) **Table R301.2(1)** is hereby amended to provide as follows:

Table R301.2(1)
Climactic and Geographic Design Criteria

			Subject to Damage From							
Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Weathering	Frost Line Depth	Termite	Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
0	140 Ultimate	A	Negligible	12 inches	Very Heavy	32° F	No	04-12-1994 04-02-2014 ^a	50	70° F

a. Date of adoption of the first ordinance for management of flood hazard areas; date of the currently effective flood hazard maps for Fort Bend County.

(13) **Section R313** is hereby deleted.

(14) **Subsections R905.7 and R905.8** are hereby deleted.

(14) **Subsection P2603.3** is hereby amended to provide as follows:

P2603.3 Protection against corrosion. Piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or masonry. Piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing material thickness shall be not less than 0.008 inch (8 mil) (0.203 mm) and shall be made of plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

(15) **Subsection P2603.5.1** is hereby amended to provide as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be not less than twelve inches (305mm) below finished grade at the point of septic tank connection. Building sewers shall be not less than twelve inches (305mm) below grade.

(16) **Subsection P2906.4.1** is hereby amended to provide as follows:

P2906.4.1 Separation of water service and building sewer. Water service pipe and the building sewer shall be separated by a minimum of 9 feet of undisturbed earth or compacted earth. The required separation distance shall not apply where a water service pipe crosses over a sewer pipe, provided the water service is sleeved to a point not less than 9 feet horizontally from the sewer pipe centerline on both sides of such crossing. The sleeve shall be of pipe materials listed in Table 605.3, 702.2, and 702.3.

(18) **Subsection P3003.9.2** is hereby amended to provide as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3 or CSA B181.2 shall be applied to all joint surfaces. The joint shall be made while the cement is wet, and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be installed above or below ground.

(19) The following Appendix contained in the Code is deleted its entirety:

“Appendix E, Manufactured Housing Used As Dwellings”

Appendices A through D, and F through K contained in the Code are hereby adopted.

PART IX. RESERVED. [Drafter’s Note: The *International Property Maintenance Code*, 2018 Edition, is adopted and amended by another ordinance.]

PART X. RESERVED. [Drafter’s Note: Amusement rides are regulated by **Ordinance 2019-40.**]

PART XI. SWIMMING POOL AND SPA CODE.

Sec. XI-1. **Adoption of International Swimming Pool and Spa Code.** The *International Swimming Pool and Spa Code*, 2018 Edition, hereinafter sometimes referred to as the "Code," as published by the International Code Council, Inc., is hereby adopted. A copy of that Code has been filed with the City Secretary.

Sec. XI-2. **Amendments to International Swimming Pool and Spa Code.**

- (1) **Subsection 101.1** is hereby amended to provide as follows:

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Iowa Colony, Texas, hereinafter referred to as "this code."

- (2) **Subsections 105.6, 105.6.1, 105.6.2, and 105.6.3 are hereby deleted.**

- (3) **Subsection 107.4** is hereby deleted, and the penalty provisions of this ordinance are substituted in its place.

- (4) **Subsection 107.5** is hereby amended to provide as follows:

107.5 Stop Work Orders. Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

- (5) **Section 108** is hereby deleted.

PART XII. ADDITIONAL ENFORCEMENT AUTHORITY.

Sec. XII-1. **Scope.**

The authority granted by this Article shall apply to all of the codes adopted, enacted, or amended by any part of this ordinance and to all regulations enacted in or pursuant to this ordinance. The additional enforcement authority granted by this Article shall apply to the Building Official, the Fire Marshall, the Code Official, and all other persons authorized by any ordinance or other law to enforce any of the codes or regulations mentioned in this ordinance. The term "Building Official" in this Article shall mean any of the officials described in this section. The term "this code" or similar terms in this ordinance shall mean not only each code adopted, enacted, or amended by any part of this ordinance, but also to all regulations enacted in or pursuant to this ordinance. The authority granted by this Article is in addition, not in lieu of, any enforcement authority granted by any other ordinance or other law.

Sec. XII-2. Powers and Duties of the Building Official.

(1) **General.** The building official is hereby authorized and directed to enforce all of the provisions of this code. The building official shall have the power to render interpretations of this code and to adopt and enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

(2) **Right of Entry.** When it is necessary to make an inspection to enforce the provisions of this code, or when the building official has reasonable cause to believe that there exists in a building or upon its premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous, or hazardous, the building official may request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(3) **Stop Orders.** Whenever any work is being done contrary to the provisions of this code the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the building official to proceed with the work.

(4) **Modifications.** When there are practical differences involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official must find that a special reason makes the strict letter of this code impractical and that modification is in conformance with the intent and purpose of this code, and that such modification does not lessen accessibility, health, life and fire safety, or structural integrity. The details of any action granting modifications shall be written and recorded and entered in the files of the City.

(5) **Alternate Materials, Alternative Design and Methods of Construction.** The provisions of this code are not intended to prevent the use of a material, alternate design, or method of construction not specifically prescribed by this code, provided any alternate has been approved by the building official.

The building official may approve any such alternate, provided the building official finds that the proposed material, design, or method is satisfactory and complies with the provisions of this code and that the material and method of work offered is, for the purpose intended, at least equivalent of that prescribed in this code in suitability, effectiveness, fire resistance, durability, and safety.

The building official shall require that sufficient written evidence or proof be submitted to substantiate any claims that may be made regarding an alternate. The details of any action granting approval of an alternate shall be written and recorded and entered in the files of the City.

(6) **Tests.** Whenever there is insufficient evidence of compliance with any of the provisions of this code or evidence that any material or work does not conform to the

requirements of this code, the building official may require tests as proof of compliance to be made at no expense to the City.

Test methods shall be as specified by this code or other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the building official shall determine test procedures.

PART XIII. GENERAL.

Sec. XIII-1. Repeal of Portions of Ordinance 2019-40.

Parts I, II, IV, VI, and VIII of Ordinance 2019-40 of the City are hereby repealed and replaced by the corresponding Parts of this Ordinance.

Sec. XIII-2. Savings Clauses.

- a. Except as specifically provided herein, the remainder of **Ordinance 2019-40**, all other ordinances and all other portions of ordinances of the City shall remain in full force and effect.
- b. The provisions repealed by this ordinance shall nevertheless remain in force and effect as to violations and acts occurring before the effective date of this ordinance.

Sec. XIII-3. Conflicts in Terms.

In the event of a conflict of terms between this ordinance and any other ordinance or other law, the more restrictive provision shall govern and control.

Sec. XIII-4. Future Amendments.

Future amendments of the codes hereby adopted (other than clarifications or technical notices of any type) are not adopted by this Ordinance and must be subsequently approved and adopted by the City Council.

Sec. XIII-5. Effect of Ordinance.

This ordinance shall not be construed to relieve or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the City Council, the City, its agents or representatives assume any such liability by reason of these regulations or the inspections authorized by this Code or any permits or certificates issued under this code.

Sec. XIII-6. References to Ordinance

Any reference herein to this Ordinance shall also refer to all Codes adopted by this Ordinance.

Sec. XIII-7. Offenses, Penalties, and Remedies.

- a. Any references in this Ordinance to “the penalty provisions of this Ordinance” or similar phrases shall refer to this section and the penalties herein.
- b. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance or of any Code hereby adopted shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000.00.
- c. Any person who violates any provision of this Ordinance, but does so neither intentionally, knowingly, recklessly, nor with criminal negligence, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00.
- d. Each day or portion of a day a violation continues, occurs, or recurs shall constitute a separate offense.
- e. The City shall have the right to enforce this ordinance and the Codes hereby adopted by injunction and by other actions in a civil court and/or by any and all remedies from any and all sources.
- f. All rights and remedies of the City provided in this ordinance shall be cumulative of all other rights and remedies provided herein, by other ordinances, or by any applicable law. Furthermore, the exercise of one right or remedy by the City shall not be construed as an election of remedies and shall not impair any other right or remedy of the City. The City may exercise any right or remedy herein either alone or together with any other right or remedy under this ordinance, any other ordinance, or any applicable law. Without limiting the generality of the foregoing, pursuing or receiving any civil remedy for any violation of this ordinance shall not preclude the pursuit or receipt of any criminal penalty for any violation hereof.

Sec. XIII-8. Nonwaiver.

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 concerning utilities shall never be construed as a waiver of the City’s right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Sec. XIII-9. Nonwaiver of Immunity.

Nothing in this Ordinance or in any other law concerning utilities 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.

Sec. XIII-10. Nonliability.

Neither the City, nor its officers, employees, agents, or representatives shall be liable to any person, other than the City, for any act, omission, or condition in any way concerning this ordinance or the subject matter hereof.

Sec. XIII-11. Severability.

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Sec. XIII-12. Effective Date. This ordinance shall take effect as of the date of its passage and approval.

PASSED AND APPROVED ON THE FIRST READING ON MARCH 15, 2021.

PASSED AND APPROVED ON THE SECOND READING ON APRIL 19, 2021.

**MICHAEL BYRUM-BRATSEN,
MAYOR**

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

IOWA COLONY/ORDINANCE/BUILDING CODE AMENDMENT (04-19-21)

Amendments to 2018 International Plumbing Code

The 2018 edition of the International Plumbing Code adopted in **XXXXXXXX** is hereby amended in the following respects:

- (1) *Subsection 101.1* is hereby amended to provide as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Iowa Colony, Texas, hereinafter referred to as "this code."

- (2) **Section 103** is hereby deleted.

- (3) **Subsection 106.2** is hereby amended to provide as follows:

106.2 Exempt work. The following work shall be exempt from the requirement for a permit:

1. The repairing of leaks.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

- (4) **Subsections 106.3.3 and 106.5.3** are hereby deleted.

- (5) **Subsection 106.5.7** is hereby amended to provide as follows:

106.5.7 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized before the effective date of this code, provided that such construction has not been abandoned.

- (6) **Subsections 106.6.2 and 106.6.3** are hereby deleted.

- (7) **Subsections 108.2, and 108.3** are hereby deleted.

- (8) **Subsection 108.4** is hereby amended to provide as follows:

108.4 Violation Penalties. Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense.

- (9) **Subsection 108.5** is hereby amended to provide as follows:

108.5 Stop Work Orders. Upon notice from the code official, work on any plumbing system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with

a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

(10) **Section 109** is hereby deleted.

(11) **Section 305.1** Protection against contact is hereby amended to provide the following:

305.1 Protection against contact. In addition to the written section, all plastic pipe in contact with concrete or cinder walls and floors or other masonry (for example, brick) shall be wrapped with an 8 mil (0.008 inch) (0.203 mm) minimum thickness or an approved sleeving material used for that type of application. The use of tar, mastic or similar material is **prohibited**.

(12) **Subsection 305.4.1** is hereby amended to provide as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (305 mm) below grade.

(13) **Subsection 903.1** is hereby amended to provide as follows:

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated at least six inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than seven feet (2,134 mm) above the roof.

([Ord. No. XXXXXXXX](#))

Copy

Amendments to 2018 International Residential Code.

The 2018 edition of the International Residential Code adopted in section XXXXXXXXX is hereby amended in the following respects:

- (1) **Subsection 101.1** is hereby amended to provide as follows:

101.1 Title. These regulations shall be known as the Residential Code of Iowa Colony, Texas, hereinafter referred to as "this code."

- (2) **Subsection R105.2** is hereby amended to provide as follows:

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 7 feet (2134 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
9. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The repairing of leaks.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.

(3) Subsection 105.10 is hereby added to provide as follows:

105.10 Construction Hours. Within the city of Iowa Colony, Texas, outdoor (unenclosed) construction of buildings and structures and related activities within the city is permitted during the following time periods only:

Monday through Friday	7:00 a.m. to 6:00 p.m.
------------------------------	-------------------------------

Saturday, Sundays, and any City Holiday	9:00 a.m. to 6:00 p.m.
--	-------------------------------

The Building Official shall include written notice of these construction hours with each building permit issued.

These hours shall apply except in cases of extreme and urgent necessity, which are in the interest of public safety and convenience, and then only by permit obtained from and issued by the City's Building Official. Such permit may be renewed during the time the emergency exists.

- (4) Section R108 is hereby deleted.
- (5) Section R112 is hereby deleted.
- (6) Subsection R113.4 is hereby amended to provide as follows:

113.4 Violation Penalties. Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense.

(7) Subsection R114.1 is hereby amended to provide as follows:

114.1 Stop Work Orders. Upon notice from the code official, work on any building or structure that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

(8) Subsection 114.2 is hereby deleted.

(9) Table R301.2(1) is hereby amended to provide as follows:

Table R301.2(1)
Climactic and Geographic Design Criteria

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlaymen t Required	Flood Hazard s	Air Freezin g Index	Mean Annu al Temp
			Weatherin g	Frost Line Dept h	Termit e					
0	140 Ultimat e	A	Negligible	12 inche s	Very Heavy	32° F	No	04-12- 1994 04-02- 2014 ^a	50	70° F

a. Date of adoption of the first ordinance for management of flood hazard areas; date of the currently effective flood hazard maps for Fort Bend County.

(10) Section R313 is hereby deleted.

(11) Subsection R905.7 and R905.8 are hereby deleted.

(12) Subsection P2603.3 is hereby amended to provide as follows:

P2603.3 Protection against corrosion. Piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or masonry. Piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing material thickness shall be not less than 0.008 inch (8 mil) (0.203 mm) and shall be made of plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

- (13) Subsection P2603.5.1 is hereby amended to provide as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be not less than twelve inches (305mm) below finished grade at the point of septic tank connection. Building sewers shall be not less than twelve inches (305mm) below grade.

- (14) Subsection P2906.4.1 is hereby amended to provide as follows:

P2906.4.1 Separation of water service and building sewer. Water service pipe and the building sewer shall be separated by a minimum of 9 feet of undisturbed earth or compacted earth. The required separation distance shall not apply where a water service pipe crosses over a sewer pipe, provided the water service is sleeved to a point not less than 9 feet horizontally from the sewer pipe centerline on both sides of such crossing. The sleeve shall be of pipe materials listed in Table 605.3, 702.2, and 702.3.

- (15) Subsection P3003.9.2 is hereby amended to provide as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3 or CSA B181.2 shall be applied to all joint surfaces. The joint shall be made while the cement is wet, and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be installed above or below ground.

([Ord. No. 2019-37](#), § 2, 8-19-2019)

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ADOPTING AND AMENDING THE INTERNATIONAL **PLUMBING CODE**; REPEALING AND REPLACING PART THREE, PLUMBING CODE, OF ORDINANCE NO. 2019-40; PROVIDING A SAVINGS CLAUSE, A SEVERANCE CLAUSE, AND AN EFFECTIVE DATE; AND BY REFERENCE TO ORDINANCE NO. 2019-40, PROVIDING A PENALTY OF UP TO \$2,000 PER DAY FOR A VIOLATION OF THIS ORDINANCE.

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

SECTION A. Adoption and Amendment of Plumbing Code.

Part Three, Plumbing Code, of Ordinance No. 2019-40 of the City of Iowa Colony is hereby amended to read as stated on Exhibit "A" which is attached hereto and incorporated herein in full.

SECTION B. Savings Clause, Fines, and Other Provisions.

1. Except as specifically provided herein, the remainder of Ordinance 2019-40, all other ordinances, and all other portions of ordinances of the City shall remain in full force and effect.

2. The provisions repealed by this ordinance shall nevertheless remain in full force and effect as to violations and acts occurring before the effective date of this ordinance.

3. As a part of Ordinance No. 2019-40, this ordinance is subject to all provisions of PART XII, GENERAL, of Ordinance No. 2019-40, including but not limited to a penalty of up to \$2,000 per day for a violation of this ordinance.

SECTION C. Severability.

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION D. Effective Date.

This ordinance shall take effect as of the date of its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON JANUARY 25, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING ON
FEBRUARY 15, 2021.

CITY OF IOWA COLONY, TEXAS

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Copy

EXHIBIT "A"

PART THREE, PLUMBING CODE, OF CITY OF IOWA COLONY ORDINANCE NO. 2019-40, AS AMENDED THROUGH FEBRUARY 15, 2021

PART THREE. PLUMBING CODE.

Sec. III-1. Adoption of International Plumbing Code.

The *International Plumbing Code*, 2018 Edition, hereinafter sometimes referred to as the "Code," as published by the International Code Council, Inc., is hereby adopted. A copy of said Code has been filed with the City Secretary.

Sec. III-2. Amendments to International Plumbing Code.

The 2018 edition of the International Plumbing Code is hereby amended in the following respects:

- (1) *Subsection 101.1* is hereby amended to provide as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Iowa Colony, Texas, hereinafter referred to as "this code."

- (2) **Section 103** is hereby deleted.

- (3) **Subsection 106.2** is hereby amended to provide as follows:

106.2 Exempt work. The following work shall be exempt from the requirement for a permit:

1. The repairing of leaks.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

- (4) **Subsections 106.3.3 and 106.5.3** are hereby deleted.

- (5) **Subsection 106.5.7** is hereby amended to provide as follows:

106.5.7 Previous approvals. This code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized before the effective date of this code, provided that such construction has not been abandoned.

- (6) **Sections 106.6.2 and 106.6.3** are hereby deleted, and a new **Section 106.6.2** is substituted therefor as follows:

Section 106.6.2 Fee Schedule. The fees for all plumbing work shall be paid as required, in accordance with the City of Iowa Colony's Fee Schedule, as it may be amended from time to time by City Council."

- (7) **Sections 108.2 and 108.3** are deleted in their entirety.
- (8) **Section 108.4** of the Code is hereby deleted, and the penalty provision of this Ordinance is substituted in its place.

- (9) **Subsection 108.5** is hereby amended to provide as follows:

108.5 Stop Work Orders. Upon notice from the code official, work on any plumbing system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

- (10) **Section 109** is hereby deleted.

- (11) **Section 305.1**, Protection against contact, is hereby amended to provide the following:

305.1 Protection against contact. In addition to the written section, all plastic pipe in contact with concrete or cinder walls and floors or other masonry (for example, brick) shall be wrapped with an 8 mil (0.008 inch) (0.203 mm) minimum thickness or an approved sleeving material used for that type of application. The use of tar, mastic or similar material is **prohibited**.

- (12) **Subsection 305.4.1** is hereby amended to provide as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (305 mm) below grade.

- (13) **Subsection 903.1** is hereby amended to provide as follows:

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated at least six inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than seven feet (2,134 mm) above the roof.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
ESTABLISHING A FEE SCHEDULE; AND RELATED PROVISIONS.**

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

1. The attached City of Iowa Colony Fee Schedule is hereby adopted and ordained, and the fees therein stated are hereby established and required to be paid. Any reference in any other ordinance, policy, or other source to a fee schedule or fee ordinance of the City shall refer to this ordinance and the schedule hereby adopted.
2. This ordinance supersedes any prior fee schedules of the City. However, this ordinance shall not impair, supersede, or excuse any other or different fees not listed in the attached fee schedule.
3. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.
4. This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THE ____ DAY OF _____, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THE ____ DAY OF _____, 2021.

CITY OF IOWA COLONY, TEXAS

BY: _____
MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

KAYLEEN ROSSER,
CITY SECRETARY



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005

Website: www.cityofiowacolony.com

POLICY AND PROCEEDURES ATHLETIC FACILITY AND FIELD USAGE

Clarify individual users are not Primary User Groups: No individual or business may utilize a City facility to profit personally and/or professionally. It is the policy of the City of Iowa Colony to charge all user groups (organizations) \$5 per person for the use of any City of Iowa Colony athletic facility or field. The City shall collect the user fee after registration has occurred and the total number of participants has been determined.

The \$5 user fee applies to Iowa Colony user groups only. Non-Iowa Colony user groups shall pay \$25 per person for the use of any City of Iowa Colony athletic facility or field. The fees are based on seasonal use of the facility. A season shall consist of practices and/or games that continue for a period of six (6) weeks or longer. Each user group shall pay the appropriate fee for each new season. Non-resident user groups may not utilize the athletic fields for practice unless a permit is secured and the appropriate fee is paid in advance for field use.

Scheduling of the athletic fields shall be the responsibility of the City. When fields are used for league play, the City may delegate the scheduling responsibility to a designated league official for each field and/or an entire complex for the duration of the permitted use.

Primary User Group:

The Primary User Group is defined as the youth sports organization for a particular sport that has the largest number of participants enrolled in its program. In order to be designated as the Primary User Group the following criteria must be met:

- A minimum of 75% of all participants of its current membership must reside within the Corporate City Limits and/or ETJ of the City of Iowa Colony.
- Must secure a signed Facility Use Permit from the City.

- Once officially designated as the Primary User Group by the City, the Primary User Group then has the authority to schedule field or athletic facility time for their organization and other users

Primary User Group Designation:

- Primary User Group designation will be determined by the population of the largest user group based on the season when the greatest number of individuals participate in a particular sport as follows:

Baseball - spring
Softball – spring
Football – fall
Soccer – fall

~~Procedure for Securing Athletic Facility or Athletic Field Time (User Groups):~~

- ~~• Submit request in writing to the City if a Primary User Group has not been designated for a particular athletic facility or athletic field.~~
- ~~• Submit request in writing to the Primary User Group if a Primary User Group has been designated for a particular athletic facility or athletic field.~~
- ~~• The request will be considered once the registration for that particular sport and/or activity has been completed.~~

Procedure for Securing Athletic Facility or Athletic Field Time

- Submit reservation request through iowacolonytx.gov
- Submit required insurance and fees according to timeline below.
 - Insurance shall be submitted to the permit clerks email.
- Failure to remit fees according to timeline may result in a cancellation of the reservation.

Timeline for scheduling reservation

- **Single Use Reservations**
 - Reservations should be made 5 business days in advance
 - Security Deposit should be made 72 hours in advance.
 - Insurance should be submitted 72 hours in advance.
 - All remaining fees should be paid 48 hours in advance.
- **Season Reservations**
 - Reservation for season play should be made 30 days in advance.
 - Security Deposit should be paid 14 days in advance.

- Insurance should be submitted 14 days in advance.
- All remaining fees should be paid 5 days in advance.

Priority Scheduling Criteria

The Primary User Group will receive priority scheduling.

Any and all previous permit holders for a particular sport and/or activity shall receive secondary preference for priority scheduling.

All new programs shall receive priority scheduling after the Primary User Group and all previous permit holders have been assigned priority scheduling.

Non-Resident User Groups shall receive the least consideration for priority scheduling.

- The Board of Directors of the Primary User Group will then act upon the request if a Primary User Group has been designated for a particular athletic facility or athletic field. The Board of Directors of the Primary User Group shall provide a written response to the request to the Director of Community Services.

Copy

If the request is denied, the Board of Director's must provide a written explanation for their decision to deny the request.

Any facility or field use request that is denied by the Primary User Group may be appealed to the Director of Community Services.

All appeals must be presented to the City within fourteen (14) days from the time the request was denied by the Primary User Group

The City may override a positive or negative recommendation of the Primary User Group if it determines that the decision of the Primary User Group is not in the best interest of the City of Iowa Colony. The City decision on the appeal will be final.

Iowa Colony **Primary** User Groups are defined as groups where 75% or more of the individuals involved in the group or organization reside within the Corporate City Limits **and/or ETJ** of the City of Iowa Colony.

Non-Iowa Colony **Primary** User Groups are defined as groups where 25 % or more of the individuals involved in the group or organization reside outside of the Corporate City Limits **and/or its ETJ**

<https://us02web.zoom.us/j/8642406150?pwd=c2NtOVh1YTU1YWxBNGRJT2N2TEd5dE09>
<https://us02web.zoom.us/j/8642406150?pwd=c2NtOVh1YTU1YWxBNGRJT2N2TEd5dE09>

of the City of Iowa Colony.

Teams, coaches, individuals, groups and/or business wishing to use Lions Club Ballfields and/or any other City of Iowa Colony playing field for tournaments and/or special events, shall pay the **appropriate fees according to City of Iowa Colony's current fee schedule.**

Daily Rates ————— **\$100.00 per day per field**

Evening Rates ————— **\$100.00 per day per field**

Weekend Day Rates ————— **\$175.00 per day per field**

Weekend Evening Rates ————— **\$250.00 per day per field**

Weekend rates include Friday, Saturday and Sunday

Evening rates begin at 6:00 p.m. if fields are lighted

User Responsibilities

Users who have received permits for the use of the Athletic Fields shall be responsible for the following:

- Raking infields after each usage (rakes are not provided).
- Pick up all debris and trash after each usage.
- Provide all field striping (if needed).
- User must notify City of any maintenance issues immediately. Issues include but are not limited to fencing, backstops, dugout problems, plumbing, water leaks, general field maintenance needs.
- No play after dark.

City will provide:

- General maintenance of fences, backstops, gates, etc.
- All mowing of fields inside and outside the fences.

Additional Information

- Fields should not be used directly after severe weather to preserve the grounds.
- The City will not issue any permits or hold any reservations for a maximum time period of November 1st through January 31st to preserve the grounds.
 - The city reserves the right to adjust the time period above.
- The City reserves the right to put a hold on all reservations and usage of the fields if the grounds become safe or unplayable at any time.
- The city is at its discretion to deduct from the security deposit all additional charges relating to but not limited to, maintenance, services repairs, staff time, or emergency services that may be required as a result of the field use. Other reasons include but are not limited to:
 - Damage to facility
 - Misuse of facilities
 - Inadequate cleanup and removal of litter and debris
 - Violation of field use rules and posted park use policies

In case of emergencies call Jeremy Franks, Public Works, 346.278.4508

City of Iowa Colony
Park and Recreational Facilities Reservation Application

12003 Iowa Colony Blvd. TX 77583, Phone: 281-369-2471 Fax: 281-369-0005

Purpose of the event: _____

Date of the event: _____

Time of the event: _____ to _____

Where event will be held: _____

Estimated number of people that will be attending: _____

Person responsible for event: _____

Signature: _____

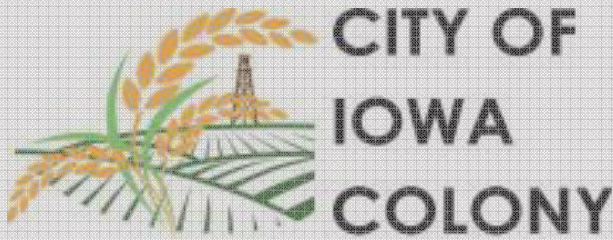
Please Note:

Any event with 75 or more people must have 2 city officers present for security purposes.

Please contact City Hall to schedule.

For Office Use Only

Approved By: _____ **Date:** _____



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005

Website: www.cityofiowacolony.com

RULES AND REGULATIONS FOR PARKS AND RECREATION FACILITIES

Declaration of Policy:

It is hereby declared to be the policy of the city to acquire, maintain and facilitate the use of properties to be utilized as public parks, squares and ways and other appropriate public facilities, giving due recognition to the social ideals of sports, recreation, the arts and the appreciation of beauty and ability.

Definitions:

Park: Any property dedicated or used as a park or for public park purposes or that may be dedicated or used as a park or for public park purposes within the city, and which park includes land, the title to which is in the City.

Permits:

A permit shall be obtained for the following activities:

1. Use of any park or recreation facility of the city for functions or gatherings of a group of persons numbering more than twenty-five (25).
2. Use of any park or recreation facility after posted hours.
3. Any over night usage of any park or recreation facility.
4. Building of fire in areas not designated for such activity or not in receptacles designated for fires (must be approved by Fire Marshall).
5. Any erection of signs at a park or recreation facility.
6. Solicitation or peddling of any nature (except for political campaign literature).

Application:

The following information shall be provided on the application for a permit:

1. The purpose of the event.
2. The date, time and place where the function or event is scheduled.

3. The estimated number of persons attending the event.
4. The person responsible for the event.

Approval:

All permits must be approved and signed by the Mayor or designated representation and reviewed by City officials as deemed necessary.

The rules and regulations for parks and recreation facilities are designed to provide safe and fun recreational activities for the entire family. All rules and regulations shall adhere to all City of Iowa Colony Ordinances and Resolutions.

Exceptions:

Any exceptions to the Policies and Procedures may only be granted by the Mayor or his/her designated representative and must meet with the approval of the Iowa Colony Police Department, any other City Departments that might be impacted by such exceptions.

Approved by City Council, July 20, 2018

IOWA COLONY CITY PARK AT MERIDIANA POLICIES AND PROCEDURES

Iowa Colony City Park at Meridiana contains over 100 acres of parkland that includes the playground equipment, rest rooms, basketball courts, volleyball courts, multi-purpose fields, four regulation ball fields, wooded area and open space for the entire family.

1. Glass containers are prohibited.
2. Any group with twenty-five or more persons and/or any group that possesses alcohol must secure a permit to utilize the park.
3. Any event with 75 or more people and/or any group that possesses alcohol must secure the services of two (2) City of Iowa Colony Police Officers to provide security for the event. Call City Hall to schedule security.
4. Any facility may be secured for use by permit through the City.
5. Permit holders for any facility are required to pick up all trash and debris following their event and deposit the remains in the dumpster located on-site.
6. The basketball and volleyball courts are to be used for appropriate play only. Non-

players and persons waiting to play must wait outside the court areas.

7. Use of the basketball and volleyball courts will be on a first-come, first serve basis.
8. No individual may be on the basketball and volleyball courts for more than one hour if people are waiting.
9. Throwing metal objects, or other items manufactured of hard material in the park is prohibited.
10. All persons entering the basketball and volleyball areas must wear appropriate shoes. Leather soles, cleated footwear, will damage the surface and therefore are not allowed.
11. Roller blades and skateboards will damage the hard surfaces and are not allowed.
12. Unauthorized motorized vehicles are prohibited within the park.
13. Domestic animals are allowed however, strict adherence to the leash laws will be enforced. Owners are required to pick up animal waste on park properties.
14. Bicycles are prohibited on the trails and sidewalks.
15. Park hours are dawn to dusk everyday.
16. Fire Arms are strictly prohibited on park property.

Approved by City Council, July 20, 2019

LIONS CLUB BALL FIELDS POLICIES AND PROCEDURES

Lions Club Ball Fields are located on the grounds of Iowa Colony City Park at Meridiana. It is comprised of four (4) fields utilized for baseball and softball.

1. Use of the athletic fields shall be primarily restricted to the sport and to the age for which the field was constructed.
2. Use of the fields is intended for group activity. Group activity shall take precedence over individual use; use of fields for games shall take precedence over team or individual practice. When lighted, nighttime use of lighted fields shall be reserved for group activity only.
3. Groups qualifying for field use can be either organized league teams or groups who are not organized for league play.

4. Any group utilizing Lions Club Ballfields must pay the appropriate fee approved by the Iowa Colony City Council.
5. Any profits derived by the use of the athletic fields, such as the sponsorship of tournaments, shall be used for the maintenance and operation of the fields.
6. Scheduling of the athletic fields shall be the responsibility of the City. When fields are used for league play, the City may delegate the scheduling responsibility to a designated league official for each field and/or the entire complex for the duration of the permitted use.
7. Each league or organization requesting scheduling privileges for a field shall so notify the City by letter. The letter shall contain the following:
 - a. Name, address and phone number of proposed scheduler.
 - b. Names, addresses and phone numbers of league officials.
 - c. A statement of proposed field usage.
 - d. Beginning and end of season dates.
 - e. Statement of overall program offered.
 - f. An Estimate of current participation.
 - g. A statement of any special field use rules to be imposed by the governing league.
 - h. A statement of proposed field maintenance, modifications and additions.
 - i. A copy of the organization insurance identifying the City of Friendswood as **an additional insured.**
8. Access to the athletic fields will be limited to dawn to dusk each day. If the fields have lights, all lights at the park must be turned off before 11:00 p.m. The League President is responsible for ensuring this policy is adhered to.
9. No motorized vehicles are allowed in the park beyond the parking lot; exceptions include vehicles used for field maintenance or delivery of supplies to fields or concession stand. Authorized vehicles will be issued a permit to enter beyond the entry gate.
10. Alcoholic beverages may not be possessed or consumed in the ballfields while attending any event or other activity that is specifically designed for the participation of minors. This includes games and practices. Violators will be removed from the park and/or banned from league play.
11. Glass containers are prohibited.
12. Fire Arms are strictly prohibited on park property.

LEAGUE AGREEMENTS

1. Any League wishing to utilize the ballfields shall secure an agreement with the City

LEAGUE RESPONSIBILITIES

1. Responsible for all field maintenance and ground improvements.
2. Responsible for the clean up of all interior fields.
3. League President is responsible for adhering to the field lights, schedule.
4. Responsible for upkeep and maintenance of all batting cages.

CITY RESPONSIBILITIES

1. Maintenance of lights.
2. Existing fences.
3. Plumbing of city buildings (does not include sprinkler systems).
4. Parking lot.
5. Roadways.
6. Mowing of outfield not more than every two weeks.
7. Trash pick-up and cleaning of restrooms twice per week.
8. Existing city buildings.

*****ANY AND ALL IMPROVEMENTS/ALTERATIONS TO THE PARK
(Electrical, plumbing, fencing, lighting, etc....) MUST BE APPROVED BY THE
CITY OF IOWA COLONY PRIOR TO THE COMMENCEMENT OF ANY
PROJECT*****

Approved by City Council, July 20, 2018

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
PROVIDING RULES FOR USE OF CITY PARKS AND ATHLETIC
FACILITIES; PROVIDING A FINE OF UP TO \$500 PER DAY PER
VIOLATION; AND RELATED PROVISIONS.**

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

1. The City of Iowa Colony, Texas (“the City”) hereby adopts and ordains the following (“the Policies”), which are attached hereto and incorporated herein in full:
 - a. the Rules and Regulations for Parks and Recreation Facilities (“the Park Rules”); and
 - b. the Policy and Procedures on Athletic Facility and Field Usage (“the Field Use Rules”).
2. However, the City Manager is hereby authorized to amend the attached City of Iowa Colony Park and Recreational Facilities Reservation Application included in the Policies.
3. No person shall participate in using a facility in violation of either Policy.
4. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not more than \$500. Each day or portion of a day that a violation continues shall be a separate offense.
5. 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.
6. This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THIS _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THIS _____ day of _____, 2021.

CITY OF IOWA COLONY, TEXAS

BY: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Copy

ATTACHMENT

CITY OF IOWA COLONY

RULES AND REGULATIONS FOR

PARKS AND RECREATION FACILITIES

Copy

ATTACHMENT

CITY OF IOWA COLONY

POLICY AND PROCEDURES ON

ATHLETIC FACILITY AND FIELD USAGE

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE ORDINANCE CALLING FOR THE **2021** ANNUAL GENERAL ELECTION OF CITY OFFICERS; AND PROVIDING FOR POLLING PLACES, ELECTORS, OFFICERS, EARLY VOTING, A JOINT ELECTION AGREEMENT, AND RELATED PROVISIONS.

WHEREAS this ordinance amends Ordinance No. 2021-08, which called the annual general election of officers of the City of Iowa Colony, Texas, for 2021, by adding the Iowa Colony City Hall as a polling place on election day, and by changing the early voting places to match a change by Brazoria County;

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

SECTION ONE - Annual General Election Called

A general election shall be held in and throughout the City of Iowa Colony, Texas, on the **first** Saturday in **May, 2021**, being the **1st day of May, 2021**, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing persons to the following offices of the City for a **two-year term: Mayor; Alderman Position 4; and Alderman Position 5**; and to the following office of the City for a **one-year transitional term: Alderman Position 3**.

SECTION TWO - Municipal Election Precinct and Polling Place

For the purpose of the election called and ordained by this ordinance, the polling places for the City of Iowa Colony, Texas, shall be all of the county-wide vote centers listed on the attachment to the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION THREE – Electors

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City of Iowa Colony, Texas, and who is duly registered to vote in this election shall be entitled to vote in this election.

SECTION FOUR-Officers of Election and Compensation Thereof

The appointments, compensation, and duties of all election officers and personnel shall be as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION FIVE - Early Voting

a. The Early Voting Clerk is hereby authorized to conduct early voting by personal appearance beginning on the **twelfth (12th)** day preceding and ending on the **fourth (4th)** day preceding the day hereinabove specified for said Election, being **Monday, April 19, 2021**, through **Tuesday, April 27, 2021**, respectively, said early voting by personal appearance to be conducted between the hours of 8:00 a.m. and 5:00 p.m. on every day except Saturday, Sunday and State legal holidays. In addition, early voting by personal appearance shall be conducted between the hours of **7:00 a.m. and 7:00 p.m. on Saturday, April 24, 2021**. In addition, early voting by personal appearance shall be conducted for twelve hours on each of two weekdays, as follows: from **7:00 a.m. to 7:00 p.m. on Monday, April 26, 2021**, and **Tuesday, April 27, 2021**.

b. The main early voting place is:

East Annex (Old Walmart)
1524 E. Mulberry #144, Angleton

c. The locations for early voting by personal appearance are as follows:

Angleton Main Location:	East Annex (Old WalMart Building) 1524 E. Mulberry
-------------------------	--

	Angleton
Alvin Branch Location:	Alvin Library 105 S. Gordon, Alvin
Brazoria Branch Location:	Brazoria Library 620 S. Brooks, Brazoria
Freeport Branch Location:	Freeport Library 410 Brazosport Blvd., Freeport
Lake Jackson Branch Location:	Lake Jackson Civic Center 333 Highway 332 East, Lake Jackson
Manvel Branch Location:	Courthouse North Annex 7313 Corporate Dr., Manvel
Pearland East Branch Location:	Tom Reid Library 3522 Liberty Dr., Pearland
Pearland West Branch Location:	Westside Event Center 2150 Countryplace Pkwy., Pearland
Shadow Creek Branch Location:	Pearland Westside Library 2803 Business Center Dr. #101 Pearland
Sweeny Location:	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
West Columbia Branch Location:	Precinct 4 Building 2 121 N. 10 th Street, West Columbia

d. Early voting by mail shall be as provided by applicable law. The mailing address of the **Early Voting Clerk is Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515-4654.** The email address of the **Early Voting Clerk is cclerkelections@brazoria-county.com.**

SECTION SIX - Method of Voting and Conducting Election

All early voting by personal appearance and all voting on the day named above for the holding of said general annual election shall be by means of whatever type of voting machine or electronic voting system is available from the voting machine department of Brazoria County, Texas. The manner of holding said election will be governed by the laws of the State of Texas governing general elections and as provided in this ordinance.

SECTION SEVEN - Notice of Election

a. The Mayor shall cause notice of said election to be posted for at least twenty-one (21) days prior to the date named above for the holding of said general annual election (1) on the bulletin board used for posting notices of meetings of the City Council and (2) on the internet website of the City.

b. The Mayor shall also cause notice of said election to be published in The Alvin Sun, a newspaper published in the City of Alvin, in Brazoria County, Texas, having a general circulation within the corporate limits of the City of Iowa Colony, not earlier than thirty (30) days and not later than ten (10) days before the date named above for the holding of said general annual election.

SECTION EIGHT - Call for Joint Election

a. This election shall be held jointly with Brazoria County and any other participating entities, pursuant to Chapter 271 of the Texas Election Code.

b. The City Council hereby approves the attached Joint Contract for Election Services between the City and the Brazoria County Clerk for this election. The Mayor and City Secretary are hereby authorized to execute that contract on behalf of the City.

c. Costs of this election shall be shared as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION NINE – Amendment Of Prior Election Ordinance

Ordinance No. 2021-08 is hereby amended by adding the Iowa Colony City Hall as a polling place on election day for this election. The remainder of Ordinance No. 2021-08 shall remain in full force and effect. The County Clerk is hereby authorized to make other changes in polling places, except for the City of Iowa Colony City Hall, for election day and early voting without further consent by the City.

SECTION TEN - Severance Clause

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

SECTION ELEVEN - Effective Date

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

READ, PASSED, and APPROVED on the FIRST READING on MARCH 15, 2021.

READ, PASSED, and APPROVED on SECOND and FINAL READING ON APRIL 19, 2021.

Michael Byrum-Bratsen, Mayor
City of Iowa Colony, Texas

ATTEST:

Kayleen Rosser, City Secretary
City of Iowa Colony, Texas

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 1, 2021. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A", at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2021. Therefore, deposit is due by **MARCH 3, 2021**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 1, 2021, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2021 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2021 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF IOWA COLONY, TEXAS

By _____
Presiding Officer or Authorized Representative
CITY OF IOWA COLONY



12003 Iowa Colony Blvd.
Iowa Colony, Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 15th day of March, 2021, the City Council of the City of Iowa Colony, Texas, held a Work Session at 6:00 P.M. and a Public Meeting at 7:00 P.M. via teleconference/videoconference, there being present and in attendance the following members to wit:

Councilman/Mayor Pro-Tem Chad Wilsey
Councilwoman Sydney Hargroder
Councilwoman Robin Bradbery
Councilwoman Kacy Smajstrla

And Mayor Byrum-Bratsen and Councilwoman Murray being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Pro-Tem Wilsey called the work session to order at 6:02 P.M.
2. Discussion with City Council regarding City Manager search process. Interim City Manager Ron Cox discussed the City Manager search process with the City Council's input. The staff will go ahead and advertise and tentatively schedule to review candidates at the April 19th Council meeting. We plan to schedule interviews in May, and make an offer between May and June.
3. Discussion of Emergency Management practices and procedures. Officer King, Iowa Colony Police Department presented the overview and utilized a powerpoint regarding the Emergency management practices and procedures.
4. Mayor Pro-Tem Wilsey adjourned the work session at 7:07 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Pro-Tem Wilsey called the meeting to order at 7:12 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARING**
 - Hold a public hearing on amendments to the Zoning Ordinance for operations of businesses for 24 hours. No comments from the public. The public hearing was closed at 10:20 P.M.

4. Citizens Comments and Presentations.

- Timothy Varlack- spoke to Item No. 11 on the agenda. He is concerned that the fees may not be enough, and suggested it be more, especially the security deposit. He stated that if there is a preferred user group, to hold at least one field for local residential use. He mentioned that 75% of the residents must be residents within the city limits. The person who signs up that has out of town people using them would be assessed based on the person who initially signed up. He stated that Item No. 12 Sterling Lakes North showing 1,063 homes and those residents must utilize Sterling Lakes, and the road, would be allowed to have access through the gated community. That access is unacceptable to the residents. The plan does not guarantee the amenities would be built. The existing amenities are too tight. The Developer needs to provide a better plan for the traffic and for access to the amenities. What they are providing is not a good option.

5. Mayor's comments or reports.

- Proclamation for Fair Housing Month
- Proclamation for Women's History Month

The City Secretary read the Proclamations.

6. Council comments or reports.

- Mayor Pro-Tem/Councilman Wilsey asked that everyone be kind to the Mayor Pro-Tem in the Mayor's absence.
- Councilwoman Hargroder asked to request flashing lights for the school zones on Iowa Colony and Sterling Lakes to better mark the school zones, if need be, maybe budget for them for next fiscal year. Thanked Jeremy for replacing the basketball nets.
- Councilwoman Bradbery gave no report.
- Councilwoman Smajstrla informed everyone that June 6th is a free fishing day. You can go fishing without a fishing license.

7. Staff Reports.

- A. City Manager
- B. City Engineer- Dinh Ho explained the panels and getting them on the TXDOT overpasses and to embed the city logo on the panels.
- C. Police Department
- D. Building Official/Fire Marshal
- E. City Secretary- Kayleen Rosser reported that the city is allotted \$140,000 for CDBG HUD funds. The funds will be used to repave CR 382. Kayleen explained the process regarding the application, surveys, and supporting documentation that is required to be submitted and to qualify the road to be approved.
- F. Senior Accountant
- G. Public Works- Jeremy Franks stated the gates are up on Karsten and that it is closed with information regarding the closure. He also put up the no littering signs on Cedar Rapids Parkway as requested. Councilwoman Smajstrla thanked Jeremy for the roadblocks on CR 81, the reflector tapes, and the no littering signage. Councilwoman Hargroder asked if Chief Bell had keys to the gate on Karsten in the event of an emergency after hours? Yes, Chief Bell does have keys.

8. Consideration and possible action regarding the COVID-19 emergency. No action taken.

9. Consideration and possible action to approve the following items related to the search and job duties of the City Manager.

- City Manager Job Description
- City Manager Job Profile

Councilwoman Hargroder made a motion to approve the following items related to the search and job duties of the City Manager including the Job Description and Job Profile. Seconded by Councilwoman Bradbery. Approved unanimously with four ayes.

10. Consideration and possible action to authorize filling budgeted but frozen positions in FY 20-21 budget. Councilwoman Bradbery moved to authorize filling budgeted by frozen positions in the FY 20-21 budget. Seconded by Councilwoman Hargroder. Approved unanimously with four ayes.

11. Consideration and possible action to approve an ordinance on first reading to amend park rules and regulations and amend fees.

- Ordinance amending the park and field usage regulations. Councilwoman Hargroder made a motion to approve the ordinance with amendments and proposed edits and changes. Seconded by Councilwoman Bradbery. Approved unanimously with four ayes.
- Ordinance amending the fee schedule for park and field usage. Councilwoman Bradbery made a motion to approve an ordinance to amend the fee schedule adding for single user groups to include users within the City Limits and the ETJ. Seconded by Councilwoman Hargroder. Approved unanimously with four ayes.

12. Consideration and possible action to approve an ordinance on first reading to amend the Sterling Lakes North Plan of Development as recommended by the Planning and Zoning Commission. Councilwoman Hargroder made a motion to approve the Resolution as recommended by Planning and Zoning and Staff with amendments to include; Agree with P&Z, change point No. 5, require a water feature (swimming pool or outdoor splash pad), no platting until the issue is resolved. Seconded by Councilwoman Bradbery. After much discussion, Councilwoman Hargroder withdrew her first motion. Councilwoman Hargroder made a new motion to deny the requested amendment to the plan of development due to the lack of a water amenity and inadequate access to the proposed amenity of the Crystal Lagoon, and the lack of adequate access through the subdivision and notified staff of other reasons. Seconded by Councilwoman Bradbery. Approved unanimously that the amendments of the plan of development be denied.

13. Consideration and possible action to approve an ordinance on first and final reading amending the Zoning Ordinance to allow restricting certain commercial operations 24 hours per day. Councilwoman Bradbery made a motion to approve an ordinance on first and final reading amending the Zoning Ordinance to allow restricting certain commercial operations 24 hours per day. Seconded by Councilwoman Hargroder. Approved unanimously with four ayes.

14. Amend Ordinance 2021-08 calling for the election of officers for May 2, 2021 and approving a joint election agreement with Brazoria County to reflect a change in voting places

on first reading. Councilwoman Smajstrla made a motion to approve an amendment to Ordinance 2021-08 calling for the election of officers for May 2, 2021 and approving a joint election agreement with Brazoria County to reflect a change in voting places on first reading. Seconded by Councilwoman Bradbery. Approved unanimously with four ayes.

15. Consideration and possible action to approve an ordinance on first reading adopting the 2018 International Electrical, Mechanical, Building, Residential, Fuel/Gas, Swimming Pool/Spa Codes with amendments. Councilwoman Hargroder moved to approve an ordinance on first reading adopting the 2018 International Electrical, Mechanical, Building, Residential, Fuel/Gas, Swimming Pool/Spa Codes with amendments. Seconded by Councilwoman Smajstrla. Approved unanimously with four ayes.

16. **Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Bradbery moved to approve items on the consent agenda with the plat approval for Meridiana Section 76B Preliminary Plat and Meridiana Section 76A Final Plat to be acted on separately, as well as remove the infrastructure approval for Karsten Blvd Phase IV Water, Drainage, and Paving Facilities-Approval of Facilities into the one-year maintenance period as requested by the City Engineer.

A. Approval of Minutes of the following meetings.

- February 22, 2021 - Regular Meeting

B. Approval of aerial mosquito spraying agreement for 2021 by Brazoria County.

C. Approval of the following plats as recommended by the Planning and Zoning Commission.

- Meridiana Commercial Reserves No. 1 Replat No. 1 Abbreviated Plat
- Meridiana Section 76B Preliminary Plat

Councilwoman Bradbery made a motion to approve Meridiana Section 76B Preliminary Plat. Seconded by Councilwoman Hargroder. Approved unanimously with four ayes.

- Meridiana Section 76A Final Plat

Councilwoman Bradbery made a motion to approve Meridiana Section 76A Final Plat. Seconded by Councilwoman Hargroder. Approved unanimously with four ayes.

- Crystal View Drive Phase 3 Street Dedication Final Plat

D. Approve the following Infrastructure Approvals/Acceptances

- Karsten Blvd Phase IV Water, Drainage, and Paving Facilities-Approval of Facilities into the one-year maintenance period. ***Removed from Agenda as requested by City Engineer. No action taken.***

EXECUTIVE SESSION- 10:40 P.M.

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

- Sale of property to MUD 31
- Purchase of ROW for road project
- Appointment of Acting City Manager in absence of City Manager

RETURN TO OPEN SESSION- 10:47 P.M.

17. Consideration and possible action regarding the sale of property to MUD 31. No action taken.

18. Consideration and possible action to authorize staff to make an offer for right of way acquisition for the expansion of Davenport. Councilwoman Hargroder made a motion to authorize staff to make an offer for right of way acquisition for the expansion of Davenport. Seconded by Councilwoman Smajstrla. Approved unanimously with four ayes.

19. Consideration and possible action to appoint an Acting City Manager in the absence of the City Manager. Councilwoman Hargroder made a motion to appoint Chief Bell as Acting City Manager in the absence of the City Manager. Seconded by Councilwoman Bradbery. Approved unanimously with four ayes.

20. Councilwoman Smajstrla made a motion to adjourn. Seconded by Councilwoman Hargroder. Meeting was adjourned at 10:53 P.M.

APPROVED THIS 19th DAY OF APRIL, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor



12003 Iowa Colony Blvd.
Iowa Colony, Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 6th day of April, 2021, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 7:00 P.M. via teleconference/videoconference, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Sydney Hargroder
Councilwoman Arnetta Murray
Councilwoman Robin Bradbery
Councilwoman Kacy Smajstrla

And Councilman Chad Wilsey being absent, constituting a quorum at which time the following business was transacted.

MEETING- 7:00 P.M.

1. Mayor Byrum Bratsen called the meeting to order at 7:16 P.M.

2. Citizens Comments.

- Tim Varlack reminded the City Council the residents views on the plan and the views that the POA has expressed. Ron Cox, Interim City Manager stated that this has been discussed and will be discussed later in the meeting.

3. PUBLIC HEARINGS

- Hold a public hearing to consider amending the Unified Development Code and the Zoning Ordinance on businesses in food trucks and other mobile units. (This item only pertained to the P&Z Commission.)
- Hold a public hearing to consider amending the unified Development Code and the Zoning Ordinance on regulations and procedures under those ordinances for the City Council, Building Codes Board of Appeals, Zoning Board of Adjustment, Planning and Zoning Commission, and other boards and commissions. (This item only pertained to the P&Z Commission.)

4. Consider approval of the March 2, 2021 meeting minutes. (Planning and Zoning Only)

5. Consideration and possible action to approve the Sterling Lakes and Sierra Vista Plan of Development Amendment No. 2. There was discussion between the Developer, Staff, City Council, and Planning and Zoning Commission. After extensive discussion, Planning and Zoning Commission Member Steven Byrum-Bratsen made a motion to recommend to deny the Sterling Lakes and Sierra Vista Plan of Development Amendment No. 2. for the reasons listed below.

1. The proposed Plan of Development does not comply with the existing Development Agreement.
2. The types of lots and products are different than as provided in the current Development Agreement.
3. The Crystal Lagoon operations are not as previously presented.
4. The proposed Plan of Development shows a park as 20 acres, whereas a 40 acre park was agreed.
5. The proposed donation of a fire ladder truck should be to the City of Iowa Colony, not to the Emergency Services District.
6. Sierra Vista Section 8 must have a second ingress and egress route.
7. The application includes inadequate information on the bridge at the north end of Sterling Lakes North.
8. The walkway and cycling path in Sterling Lakes North must be separated from streets, especially thoroughfares.
9. The proposed amendment mixes several subdivisions, whereas the City should consider one subdivision at a time.
10. The grounds for disapproval also include all of the reasons stated in the Letter of Recommendation from Marsh Darcy Partners, a copy of which is attached hereto.
11. The grounds for disapproval also include all of the reasons discussed by the City Council or the Planning and Zoning Commission.
12. This decision concerns only the proposed amendment of the Development Agreement, not any particular plat.

Motion seconded by Steve Bradbery. Approved unanimously. City Councilwoman Sydney Hargroder then made a motion to deny the Sterling Lakes and Sierra Vista Plan of Development Amendment No. 2. as recommended by the Planning and Zoning Commission for the same reasons as listed by Planning and Zoning Commission. Seconded by Councilwoman Murray. Approved unanimously with five ayes.

6. Consideration and possible action to approve the Sierra Vista West Plan of Development Amendment No. 1. There was discussion between the Developer, Staff, City Council, and

Planning and Zoning Commission. After extensive discussion, Planning and Zoning Commission member Steven Byrum-Bratsen made a motion to recommend to deny the Sierra Vista West Plan of Development Amendment No. 1. for the same reasons as listed above. The motion was seconded by Steve Bradbery. Approved unanimously. Councilwoman Murray then made a motion to deny the Sierra Vista West Plan of Development Amendment No. 1. as recommended by the Planning and Zoning Commission for the same reasons as listed by Planning and Zoning Commission. Seconded by Councilwoman Bradbery. Approved unanimously with five ayes.

7. Consideration and possible action to amend the Unified Development Code on businesses in food trucks and other mobile units. The Planning and Zoning Commission may recommend action at this meeting, but the City Council may not decide until after its hearing, currently set for April 19, 2021. (Planning and Zoning Only)

8. Consideration and possible action to amend the Unified Development Code and the Zoning Ordinance on regulations and procedures under those ordinances for the City Council, Building Codes Board of Appeals, Zoning Board of Adjustment, Planning and Zoning Commission, and other boards and commissions. The Planning and Zoning Commission may recommend action at this meeting, but the City Council may not decide until after its hearing, currently set for April 19, 2021. (Planning and Zoning Only)

9. Councilwoman Hargroder made a motion to adjourn at 9:45. Seconded by Councilwoman Bradbery. Meeting was adjourned at 9:45 P.M.

APPROVED THIS 19th DAY OF APRIL, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 17th day of August, 2020, the City Council of the City of Iowa Colony, Texas, held a Work Session at 6:00 P.M. and a Council Meeting at 7:00 P.M. Via teleconference/videoconference, there being present and in attendance the following members to wit:

Mayor Michael Byrum- Bratsen
Councilwoman Susan Cottrell
Councilwoman Arnetta Murray
Councilwoman Robin Bradbery
Councilwoman Kacy Smajstrla
Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

- Discussion and possible action on the proposed City Budget for Fiscal Year 2020-21 beginning October 1, 2020. Mayor Byrum- Bratsen opened the work session at 6:04 P.M. Council gave the Staff the direction of changes and adjustments they want to make to the proposed budget. Mayor Byrum-Bratsen closed the work session at 7:25 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum- Bratsen called the meeting to order at 7:31 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

3. PUBLIC HEARING

- Hold a public hearing by the City Council on Crime Control and Prevention District 2021 budget. Mayor Byrum-Bratsen opened the public hearing at 7:33 P.M. Mr. Syed Hassan is a developer in Manvel. He owns the property on the corner of County Road 48 at 16377 Highway 6. He is proposing a duplex project on this property. He would like to present the project plans for this area. No other comments. Mayor Byrum-Bratsen closed the public hearing at 8:51 P.M.

4. Citizens Comments and Presentations. No comments from the public.

5. Mayor's comments or reports.

- Not much to report, has been consumed with COVID19 related issues. Encouraged everyone to keep staying home and continue wearing masks.

6. Council comments or reports.

- Councilwoman Cottrell stated that the high school construction is moving along rapidly. She mentioned the trash that had been dumped on Iowa Colony Blvd. right after Chocolate Bayou bridge. Public Works has the information to get this taken care of.
- Councilwoman Murray stated that she met with the Mayor, Ron, and Sterling Lakes Representatives to hear their concerns. She felt it was beneficial. She mentioned now is an important time to be wearing masks and gloves.
- Councilwoman Smajstrla stated that there have many dump trucks on Cedar Rapids Parkway and the road is getting torn up.
- Councilwoman Bradbery said she didn't have anything to report other than she hid about 35 rocks around the city for people to find.
- Councilman Wilsey stated he has had residents contact him about the ditches having trash in them. Dinh, Consultant City Engineer will send Council a map showing who maintains which ditches. If any requests need to be sent in send them to Jeremy in Public Works.

7. Staff Reports.

- A. City Manager discussed the proposed dates for the Council retreat to discuss issues and challenges and providing direction to staff on next steps for the year.
- B. City Engineer
- C. Police Department-Chief Bel stated that all items mentioned by Council are on their radar and they will be getting to them.
- D. Building Inspector said they are staying busy.
- E. City Secretary
- F. Senior Accountant
- G. Public Works
- H. City Attorney's report on pending application for specific use permit for a church at 2500 CR 62. Larry Boyd spoke to the laws related to churches and issuing a SUP in a residential neighborhood.

8. Consideration and possible action regarding the COVID-19 emergency. Chief Bell reported there are an additional 50 cases added since the last City Council meeting. Total cases are 166 which does not include recoveries. No action taken.

9. Consideration and possible action to approve the Brazoria County joint election contract and amend amended election ordinances to expand early voting and election day polling locations for city officers and the home rule charter. Councilwoman Cottrell made a motion to approve the Brazoria County joint election contract and the amended ordinances of city officers and a home rule charter. Seconded by Councilwoman Smajstrla. Approved unanimously.

10. Consideration and possible action to approve the recommendations of the planning commission for the following request for variances.

- Check out gas station sign variance- Councilwoman Cottrell moved to approve the sign variance with the recommendation from Planning Commission. Seconded by Councilwoman Bradbery. Approved unanimously.
- Sierra Vista Section 6 landscape variance- Councilwoman Smajstrla moved to approve the variance with the two alternative conditions; trees across the street or fund the value to the park, as recommended by the Planning Commission. Seconded by Councilwoman Murray. Approved unanimously.
- Sierra Vista Corner site variance- Councilman Wilsey moved to approve the Planning Commission's recommendation for the variance to provide for greater build to and setback lines., additional driveway access to be granted to allow better circulation and a variance to approve a right in/right out only driveway spacing on Meridiana Parkway and Sierra Vista Blvd. (subject to approval from Brazoria County). Seconded by Councilwoman Smajstrla. Approved unanimously.

11. Consideration and possible action to adopt a resolution to either approve or reject the proposed Crime Control and Prevention District FY 21 budget. Councilwoman Cottrell made a motion to adopt the resolution approving the Crime Control and Prevention District FY 21 budget. Seconded by Councilwoman Murray. Approved unanimously.

12. Consideration and possible action to approve an agreement with Joiner Architects for services related to the planning, design, and construction of the proposed Public Safety Building. Councilwoman Cottrell made a motion to approve the agreement with Joiner Architects for services related to planning, design, and construction for the proposed public safety building. Seconded by Councilman Wilsey. Motion carries with three ayes and two noes. Councilwoman Cottrell and Murray voted against the motion.

13. Consideration and possible action to adopt an ordinance adopting the revised FEMA Flood Insurance Rate Maps, Flood Insurance Study, and making any amendments to the Flood Damage Prevention Ordinance required by the adoption. Councilwoman Cottrell made a motion to approve the ordinance. Seconded by Councilwoman Bradbery. Approved unanimously.

14. Consideration and possible action regarding the Fiscal Year 20-21 City Budget and Tax Rate.

- Set time, date, and place for public hearing on budget. The City Council must set these matters, per Tex. Loc. Gov't Code sec. 102.006(b). Councilwoman Cottrell made a motion to set the public hearing on budget on September 8, 2020 at 6:00 P.M. Seconded by Councilwoman Smajstrla. Approved unanimously.
- Propose (not adopt) tax rate by a record vote. The Council may later adopt a tax rate equal to or less than the proposed rate, but not greater. Tex. Tax Code sec. 26.05, 26.06, 26.061, 26.062. Councilwoman Cottrell made a motion to propose a tax rate of \$0.489209 consisting of the M&O \$0.469322 and the I&S \$0.019887 and will later adopt a tax rate equal to or less than the proposed rate but not higher. Seconded by Councilwoman Bradbery. Approved unanimously by record vote. Councilwoman Cottrell voted in favor, Councilwoman Murray voted in favor, Councilwoman Bradbery voted in favor, Councilwoman Smajstrla voted in favor, and Councilman Wilsey votes in favor.

- Set date, time, and place of Council meeting to consider ordinances adopting budget and tax rate. Tex. Tax Code sec. 26.05, 26.06, 26.061, 26.062. Councilwoman Murray made a motion to approve proposed dates and times for the adoption of the tax rate and adoption of the fiscal year budget on September 21, 2020 at 7:00 P.M. at Iowa Colony City Hall. Seconded by Councilman Wilsey. Approved unanimously.

15. Consideration and possible action to adopt an ordinance ordering the City Secretary to mail copies of the proposed Home Rule Charter to the registered voters of the city. Councilwoman Murray moved to approve the ordinance ordering the City Secretary to mail out copies of the proposed Home Rule Charter to the registered voters of the city. Seconded by Councilwoman Smajstrla. Approved unanimously.

16. **Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Bradbery moved to approve all items on the consent agenda with the change mentioned on Item D. There was a typo on the agenda and item D should state Sierra Vista West Section 7 Preliminary Plat instead of Section 6 Preliminary Plat. Section 6 has already been approved. Seconded by Councilman Wilsey. Approved unanimously.

- A. Approval of Minutes of the following meetings.
 - July 20, 2020 Regular Meeting
- B. Approval of an extension of the Karsten Blvd. North, Phase 1 Preliminary Plat.
- C. Approval of the quarterly investment report.
- D. Approval of the following Plats as recommended by the Planning Commission.
 - Meridiana Section 81B Final Plat
 - Sierra Vista West Section 6 Preliminary Plat.
- E. Approve the following Infrastructure Approvals/Acceptances
 - Meridiana City Park Phase II-Acceptance into One-Year Maintenance period
 - Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Sanitary Sewer for Ames Blvd Phase I- Approval into One-Year Maintenance Period.
- F. Approve the following Early Plat Releases and return of escrow funds.
 - Sierra Vista West Sections 1 and 2 and Crystal View Drive Phase II

EXECUTIVE SESSION- 9:40 P.M.

Executive Session in accordance with 551.071 Texas Gov't Code to consult with City Attorney and 551.072 Texas Gov't Code to deliberate on land sale and/or acquisition-

- Property next to city hall

Executive Session in accordance with 551.074 Texas Gov't Code to deliberate on the following:

- Selection of a Municipal Court Judge and Associate Municipal Court Judge
- City Attorney Compensation

RETURN TO OPEN SESSION- 10:30 P.M.

17. Consideration and possible action to appoint a Municipal Court Judge and Associate Municipal Court Judge for the City of Iowa Colony. Councilman Wilsey moved to appoint Thomas Pfeiffer as Presiding Judge term and to appoint Gregg Hill as Associate Judge. Seconded by Councilwoman Bradbery. Motion approved with four ayes and one no. Councilwoman Murray votes against the motion.

18. Consideration and possible action to approve revised rates for the City Attorney Services. Councilwoman Cottrell moved to approve the revised rates for the City Attorney. Seconded by Councilman Wilsey. Approved unanimously.

19. Consideration and possible action regarding purchase of property adjacent to City Hall. No action taken.

20. Councilwoman Bradbery made a motion to adjourn at 10:33 P.M. Seconded by Councilwoman Smajstrla. Approved unanimously.

APPROVED AS AMENDED THIS 19th DAY OF APRIL, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Monday, April 12, 2021

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sterling Lakes West Section 4 Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 181011-0782 (WS&D), CSW 190128-0043 (Paving)
Adico, LLC Project No. 16007-4-175 (WS&D), 16007-4-190 (Paving)**

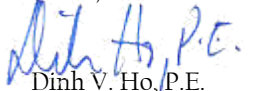
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Sterling Lakes West Section 4 Water, Sanitary, Drainage and Paving Facilities. City Council approved the project into the One Year Maintenance Period on December 16, 2019.

A final reinspection was completed on January 11, 2021, with all outstanding punch list items addressed. Therefore, Adico, LLC recommends final approval of facilities.

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

Copy

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@iowacolonytx.us)
Ron Cox, City Manager (rcox@iowacolonytx.us)
File: 16007-4-175 (WS&D), 16007-4-190 (Paving)

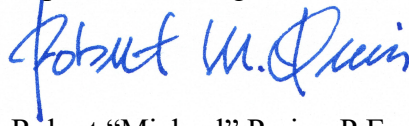
April 5, 2021

Re: Certification of Addressed Punch List Items
Project: Sterling Lakes West Sec 4

Ladies and Gentlemen,

In accordance with the City of Iowa Colony acceptance process, I, Robert “Michael” Preiss, P.E., as Engineer, on behalf of LGI Homes – Texas, LLC (Developer), certify that the observed punch list items for the referenced project have been addressed.

Sincerely,
Pape-Dawson Engineers, Inc.



Robert “Michael” Preiss, P.E.
Managing Principal – Greater Houston



K:\projects\401\29\80\2-0 Design\2-5 Deliverables\210401-COIC 1 Year Acceptance\210405- Sterling Lakes Sec 4-Punch List Completion Letter.doc

Tuesday, April 13, 2021

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Section 81B Storm and Paving Facilities
Brazoria County Municipal Utility District No. 55
Recommendation for Acceptance into One Year Maintenance Period
City of Iowa Colony Project No. CSW 201027-1235
Adico, LLC Project No. 16007-4-326**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Section 81B. The final inspection was held April 8, 2021 and all punch list items completed on or about April 13, 2021.

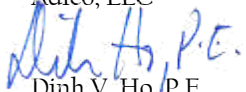
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective April 19, 2021, if approved by City Council.

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, City of Iowa Colony, (krosser@iowacolonytx.us)
Ron Cox, City Manager (rcox@iowacolonytx.us)
File: 16007-4-326



TBPE No. F-726
TBPLS No. 10092300

Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Brazoria County Municipal Utility District No. 55

Owner of property, if other than District:

GR-M1, Ltd.

Kind of project, contract identification:

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Eighty One-B

Name of contractor:

A & M Contractors, Inc..

Name of consulting engineer:

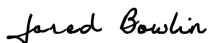
Edminster, Hinshaw, Russ & Associates, Inc.

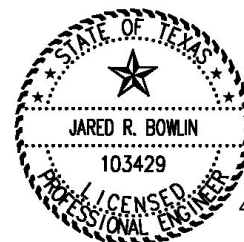
Address of consulting engineer:

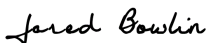
10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on April 9, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Jared R. Bowlin, P.E., a Licensed Professional Engineer; 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 District.

Signed and Sealed,

DocuSigned by:

0DEEAEB89ACC4EF...
Jared R. Bowlin, P.E.
Registration No. 103429



DocuSigned by:

0DEEAEB89ACC4EF...
4/8/2021 | 4:24:14 PM CDT

**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: TXC613397

b. Principal: **A & M Contractors, Inc.**

c. Surety:

Name: **Merchants Bonding Company (Mutual)**

State Where Surety is Incorporated: **Iowa**

d. Obligee(s): **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: **A & M Contractors, Inc. and City of Iowa Colony**

Subdivision involved: **Meridiana, Section Eighty One-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 Eighty One-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: **\$568,532.60**

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 Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY:
Merchants Bonding Company (Mutual)

By: _____
Signature

Justin McQuain
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

PRINCIPAL:
A & M Contractors, Inc.
5505 Brystone Drive
Houston, Texas 77041

By: _____
Signature

Abed Duamni
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Adam Dani, certify that I am the secretary of the corporation named as Principal in the Bond; that Abed Duamni, who signed the Bond on behalf of Principal, was then Vice 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.

Adam Dani (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian P Herrera; Justin McQuain

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



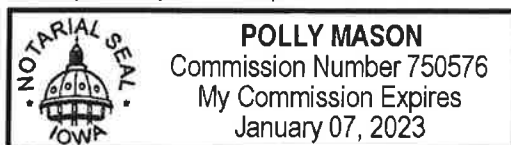
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2020.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

Copy

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

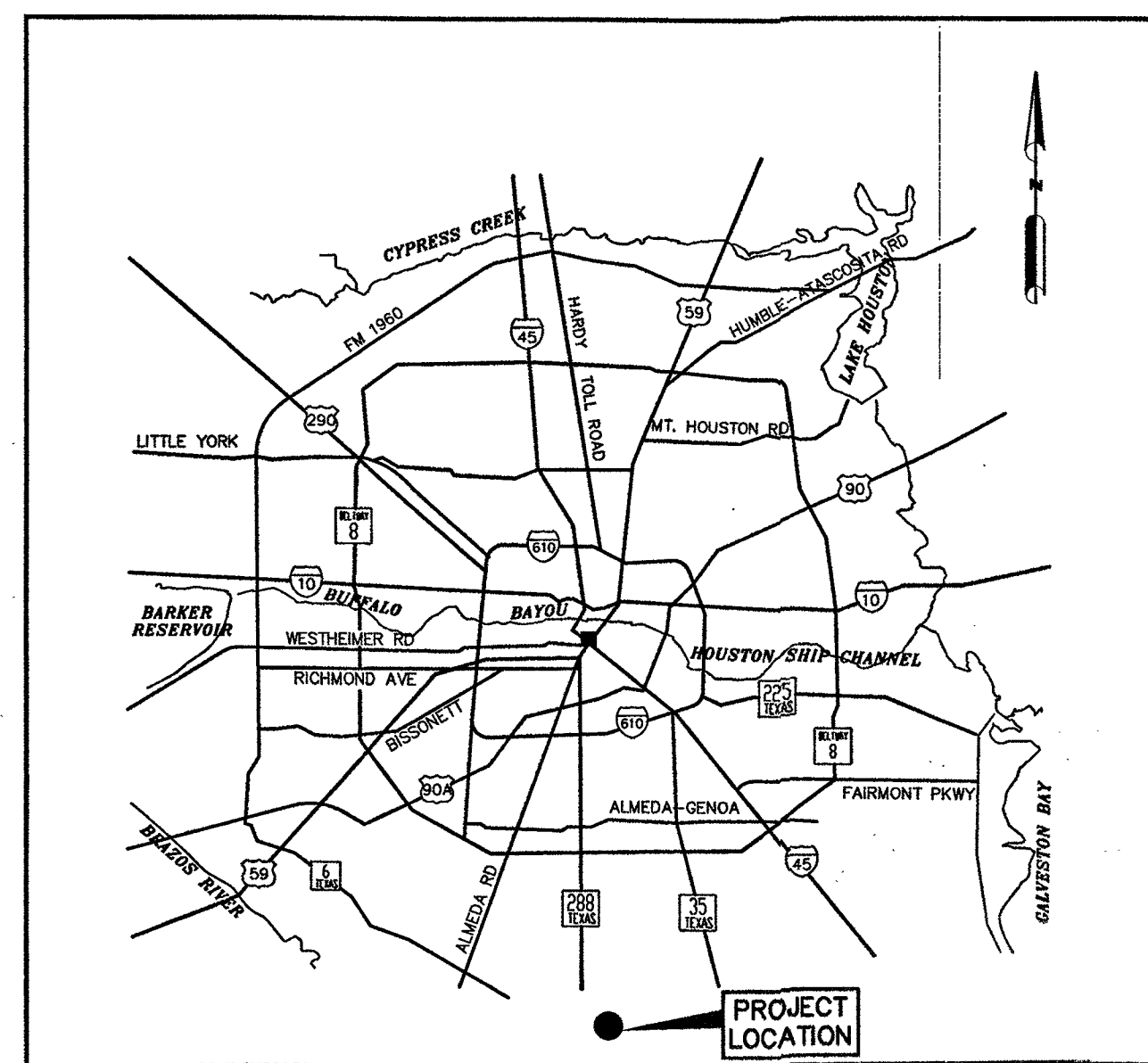
PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION EIGHTY-ONE B

IOWA COLONY, TEXAS

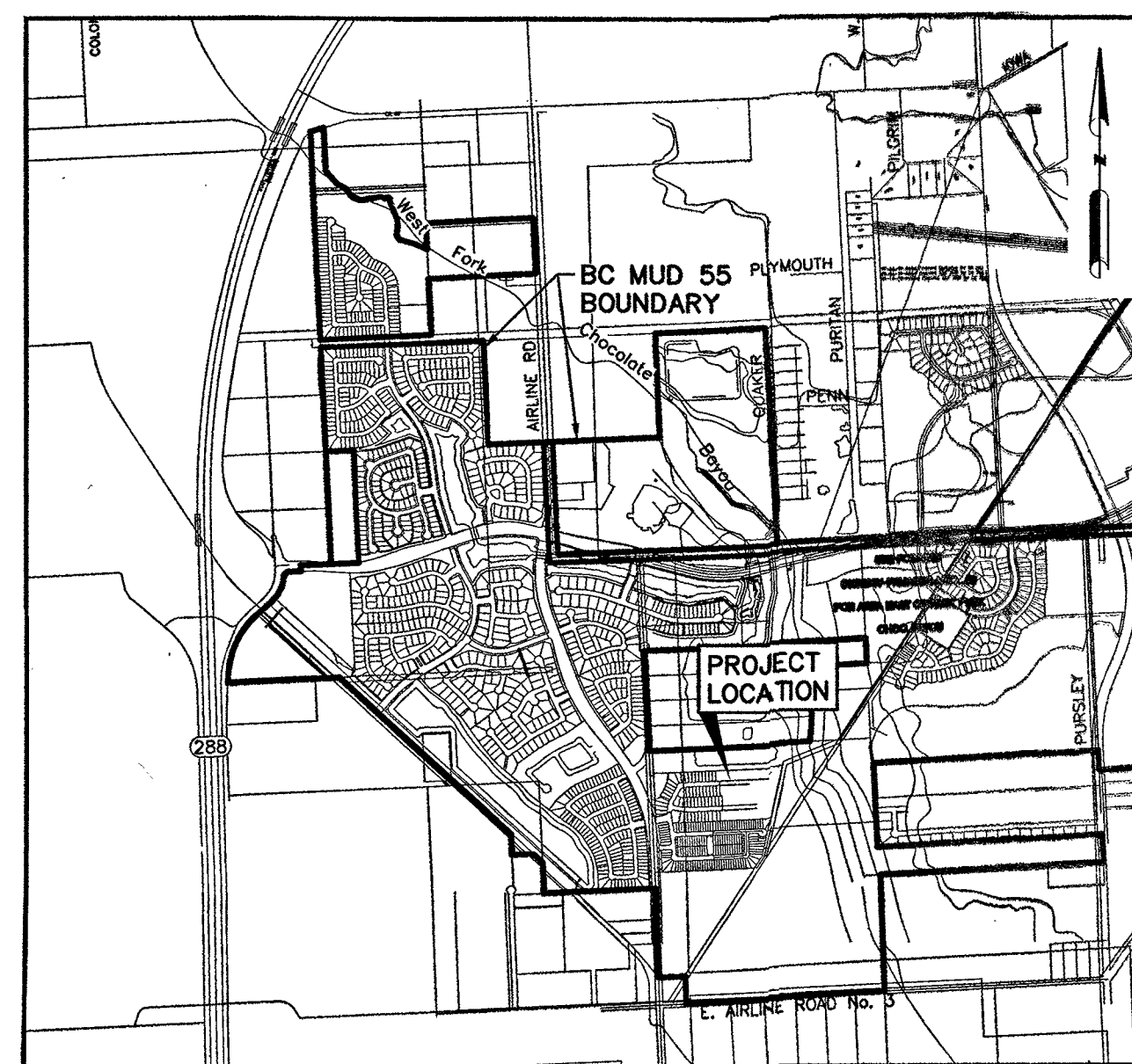
PRINTED
APR 06 2021

"AS BUILT"

Handwritten: P.C.T.S. by B. Hubbard
C. Okot
4-7-21
on behalf of
Sayed Kadiw
Signature: [Signature]
Handwritten: Chabat-bm
4/9/21

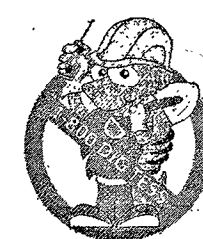


LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1"=2000'
KEY MAP NO. 692 KJ

NOTE: ACCEPTANCE OF THE
ROADWAY INTO CITY
MAINTENANCE WILL REQUIRE
CONSTRUCTION OF SIDEWALKS
ALONG ALL LANDSCAPE
EASEMENTS AND RESERVES.



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)223-4567 (IN HOUSTON)

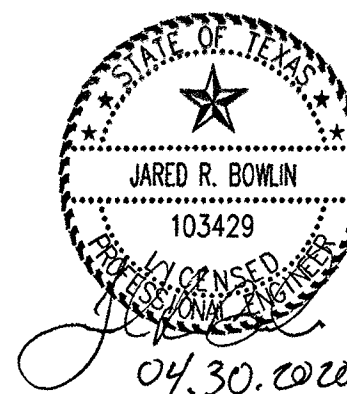


ENGINEERING THE FUTURE
SINCE 1936

JOB NO. 081-011-81

APRIL 2020

10555 WESTOFFICE DRIVE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



CIOC Project No. _____
Adico, LLC Project No. _____

P-3949

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 REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Michael Byrum</i> MICHAEL BYRUM, MAYOR	05082020 DATE
<i>Dinh Ho</i> DINH HO, P.E., CITY ENGINEER	05082020 DATE
CITY OF IOWA COLONY	
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
inspections@adico-llc.com) 48 HOURS BEFORE
COMMENCING WORK.

SHEET 1 OF 23 SHEETS

MERIDIANA SECTION EIGHTY-ONE B P-3949

P:\081-011-81 Drawings\Meridiana Sec 81 B\01 CIV SH (P-3949) dwg Apr 28, 2020-2:43pm Edited by: zschmidt

Monday, April 12, 2021

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Karsten Boulevard Phase IV – Water, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 200324-0292
Adico, LLC Project No. 16007-4-279**

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Karsten Boulevard Phase IV – Water, Drainage and Paving Facilities. The final inspection was completed on July 16, 2020, with all outstanding punch list items addressed on December 28, 2020.

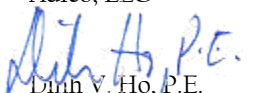
Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be April 19, 2021, if approved by City Council.

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, City of Iowa Colony, (krosser@iowacolonytx.gov)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-279



Engineer's Certificate of Substantial Completion

Owner: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Contract: Construction of Water, Drainage and Paving Facilities for
Karsten Boulevard Phase IV

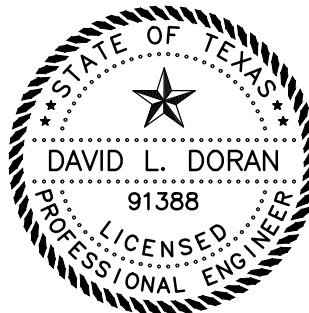
Contractor: Rodriguez Construction Group, LLC
2647 Jo Ann Street
Stafford, Texas 77477

Engineer: Elevation Land Solutions
2445 Technology Forest Boulevard,
Suite 200 The Woodlands, Texas
77381

I hereby certify that this project is substantially complete as of July 16, 2020; 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





**BOND COVERING CONSTRUCTION
OF FACILITIES WITHIN THE CITY
IOWA COLONY RIGHTS-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

THAT WE, Rodriguez Construction Group, LLC (Company Name) of 2647 Jo Ann Street, Stafford, TX 77477 (Address), as principal, and Atlantic Specialty Insurance Company (Surety Company) a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto City of Iowa Colony, Texas in the full sum of Two Hundred Ninety Nine Thousand Two Hundred Sixty Four and 78/100 Dollars (\$ \$299,264.78), to the payment of which, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

With this bond, the Principal and/or Surety will pay the City of Iowa Colony, for any and all damages caused by work by, through, or under Principal or its agents, employee, or subcontractors, to lay, construct, maintain, replace, remove, alter and/or repair facilities in, under, across roads, streets, highways, drainage or flood control features (Work) in the City of Iowa Colony, Brazoria County, Texas including those by virtue of the operation of any equipment by the Principal, its agents, employees, or sub-contractors.

It is understood that any time the City of Iowa Colony deems itself insecure under this bond, it may require further or additional bonds or both of the principal.

DATED this the 12th day of January, 2021.

Atlantic Specialty Insurance Company

Jillian O'Neal
SURETY (SIGNATURE)
Jillian O'Neal
(PRINT OR TYPE NAME)
605 Highway 169 N., Suite 800
ADDRESS
Plymouth, MN 55441

PHONE NO. (800) 338-0753

Rodriguez Construction Group, LLC

Roy Rodriguez
PRINCIPAL (SIGNATURE)
Roy Rodriguez
(PRINT OR TYPE NAME)
2647 Jo Ann Street
COMPANY NAME & ADDRESS
Stafford, TX 77477

PHONE NO. (281) 808-5882

(ATTACH POWER OF ATTORNEY)

Bond Expiration Date: January 11, 2022

Bond Number: 800112925



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Edward Arens, Philip Baker, Michele Bonnin, Erica A. Cox, Rebecca Garza, Jillian O'Neal**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

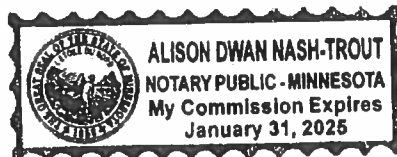


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of January, 2021.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

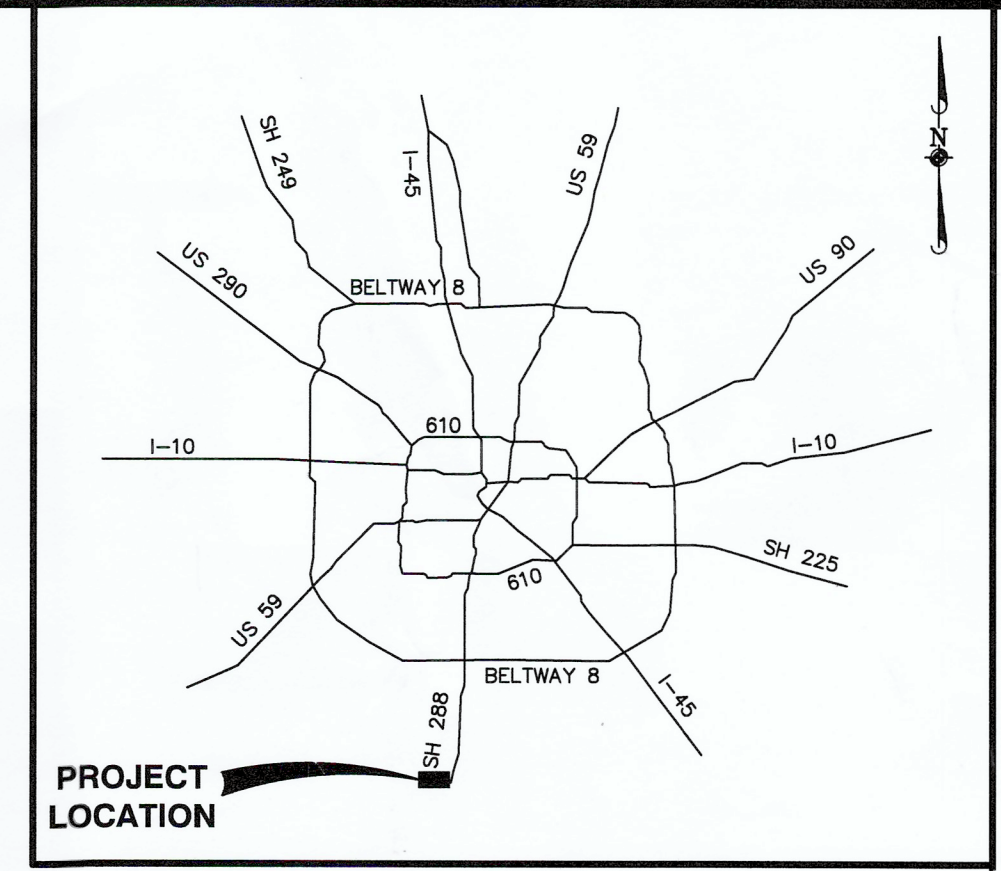
DEVELOPER: JOSH WADLEY
LAND TEJAS STERLING LAKES
SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF WATER, DRAINAGE, AND PAVING FACILITIES FOR KARSTEN BOULEVARD PHASE IV

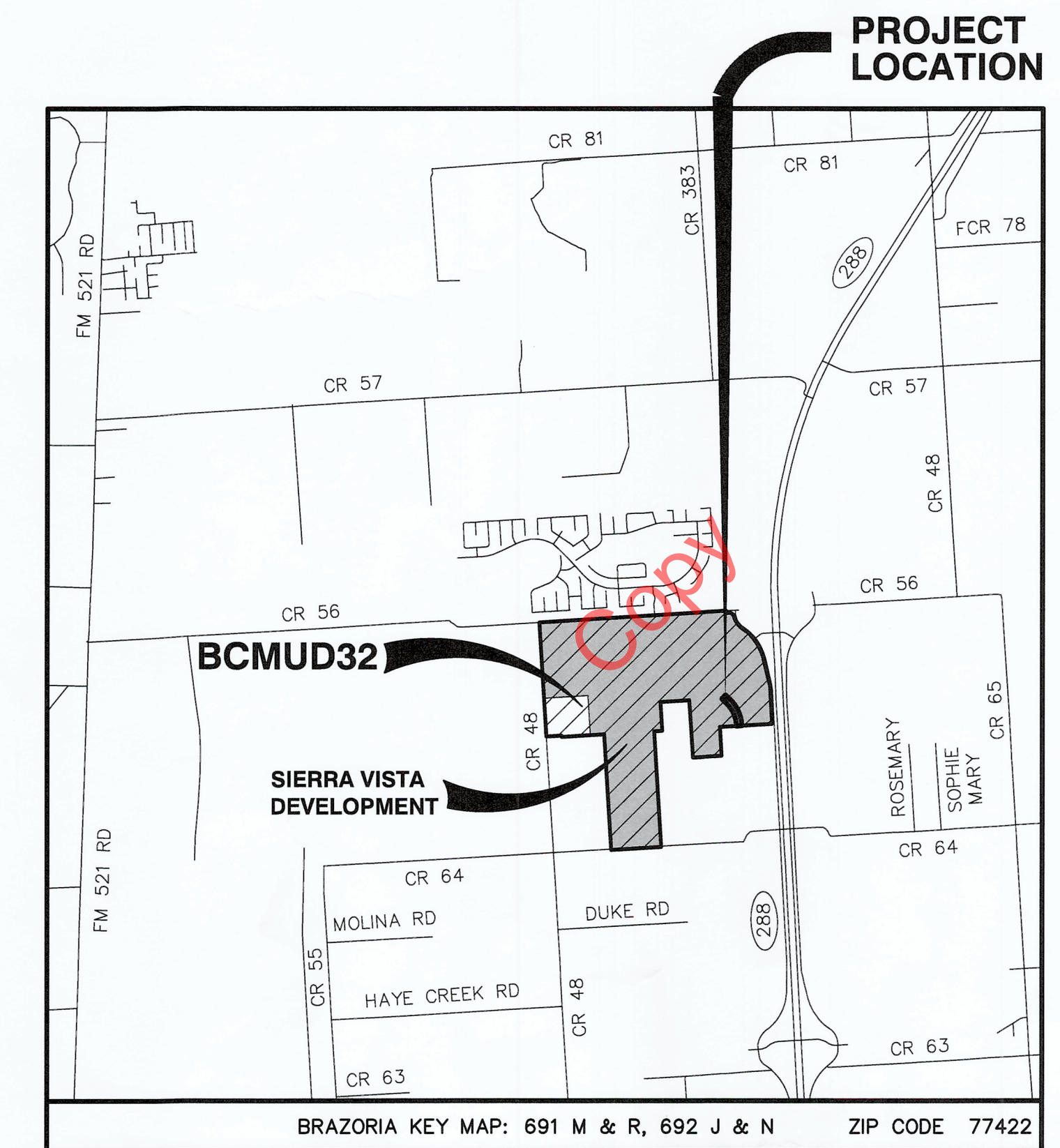
INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	DRAINAGE SERVICE AREA MAP
7	GRADING PLAN
8	STORMWATER POLLUTION PREVENTION PLAN
9	P&P - KARSTEN BLVD. (STA 1+00 TO 4+50)
10	P&P - KARSTEN BLVD. (STA 4+50 TO 9+00)
11	P&P - BASELINE A (STA 0+00 TO 2+50)
12	P&P - BASELINE A (STA 3+00 TO 6+00)
13	P&P - BASELINE A (STA 6+00 TO 9+00)
14	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
15	WATER DETAILS - 1
16	WATER DETAILS - 2
17	STORM SEWER DETAILS - 1
18	STORM SEWER DETAILS - 2
19	STORM SEWER DETAILS - 3
20	STORM SEWER DETAILS - 4
21	STORM WATER POLLUTION PREVENTION DETAILS
22	PAVING DETAILS - 1
23	PAVING DETAILS - 2
24	PAVING DETAILS - 3
25	PAVING DETAILS - 4

BRAZORIA MUNICIPAL UTILITY DISTRICT NO. 32
BRAZORIA COUNTY, TX
PROJECT NO. 610.001030.00



HOUSTON AREA VICINITY MAP
N.T.S.



LOCATION MAP
1" = 1/4 MILE

"AS-BUILT DRAWINGS"
RODRIGUEZ CONSTRUCTION GROUP
RB
ROY RODRIGUEZ / PRESIDENT 03/03/2021

**CONDITIONALLY
APPROVED
FOR
CONSTRUCTION**

BOUNDARY & TOPOGRAPHIC SURVEY:
THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY CBI PARTNERS, L.P., DATED NOVEMBER 16, 2017. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND TOPOGRAPHY.

SIDEWALK NOTE:
ALL SIDEWALKS ALONG STREET FRONTAGE (EXCLUDING LOTS) AND RESERVES SHALL BE CONSTRUCTED BY OTHERS.

SIDEWALKS SHALL BE COMPLETED PRIOR TO ACCEPTANCE OF STREETS FOR MAINTENANCE AT END OF 1 YEAR INSPECTION PERIOD.

BENCHMARKS:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:
T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:
ACCORDING TO MAP NO. 48039C0120H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 5, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:**

MATT HANKS, COUNTY ENGINEER DATE

**BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED FOR CONSTRUCTION:**

JORGE REYNA, DEVELOPMENT COORDINATOR DATE

AUBREY M. BROCKMAN
2445 TECHNOLOGY FOREST BLVD., SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
02/26/2020
TBPE NO. F-18141

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

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

CONTRACTOR TO NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1903 INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 tx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Michael Byrum-Bratsen, Mayor DATE 02/27/2020
Dinh Ho, City Engineer DATE

CITY OF IOWA COLONY

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 tx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

KARSTEN BOULEVARD PHASE IV
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

PROJ. MGR.: MWC
PROJ. ASSOC.: CW/WMB
DRAWN BY: JVB/SEA/SC
DATE: SEPT 2019
SCALE: N/A
SHEET 1 OF 25
610.001030.00

INTERIM REVIEW

Tuesday, April 13, 2021

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Merdiana Section 81B Water Distribution and Wastewater Collection Facilities
Brazoria County Municipal Utility District No. 55
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. CSW 201027-1235
Adico, LLC Project No. 16007-4-326

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Section 81B. The final inspection was held April 8, 2021 and all punch list items completed on or about April 13, 2021.

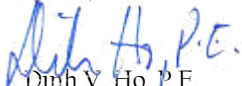
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water Distribution and Wastewater Collection facilities into the One-Year Maintenance Period. The maintenance period shall be effective April 19, 2021, if approved by City Council.

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, City of Iowa Colony, (krosser@iowacolonytx.us)
Ron Cox, City Manager (rcox@iowacolonytx.us)
File: 16007-4-326



TBPE No. F-726
TBPLS No. 10092300

Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Brazoria County Municipal Utility District No. 55

Owner of property, if other than District:

GR-M1, Ltd.

Kind of project, contract identification:

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Eighty One-B

Name of contractor:

A & M Contractors, Inc..

Name of consulting engineer:

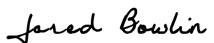
Edminster, Hinshaw, Russ & Associates, Inc.

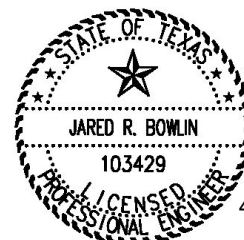
Address of consulting engineer:

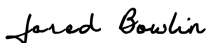
10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on April 9, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Jared R. Bowlin, P.E., a Licensed Professional Engineer; 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 District.

Signed and Sealed,

DocuSigned by:

0DEEAEB89ACC4EF...
Jared R. Bowlin, P.E.
Registration No. 103429



DocuSigned by:

0DEEAEB89ACC4EF...
4/8/2021 | 4:24:14 PM CDT

**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: TXC613397

b. Principal: **A & M Contractors, Inc.**

c. Surety:

Name: **Merchants Bonding Company (Mutual)**

State Where Surety is Incorporated: **Iowa**

d. Obligee(s): **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: **A & M Contractors, Inc. and City of Iowa Colony**

Subdivision involved: **Meridiana, Section Eighty One-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 Eighty One-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: **\$568,532.60**

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 Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY:
Merchants Bonding Company (Mutual)

By: _____
Signature

Justin McQuain
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

PRINCIPAL:
A & M Contractors, Inc.
5505 Brystone Drive
Houston, Texas 77041

By: _____
Signature

Abed Duamni
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Adam Dani, certify that I am the secretary of the corporation named as Principal in the Bond; that Abed Duamni, who signed the Bond on behalf of Principal, was then Vice 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.

Adam Dani (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian P Herrera; Justin McQuain

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



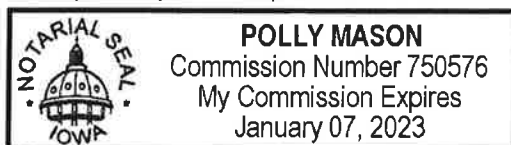
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2020.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

Copy

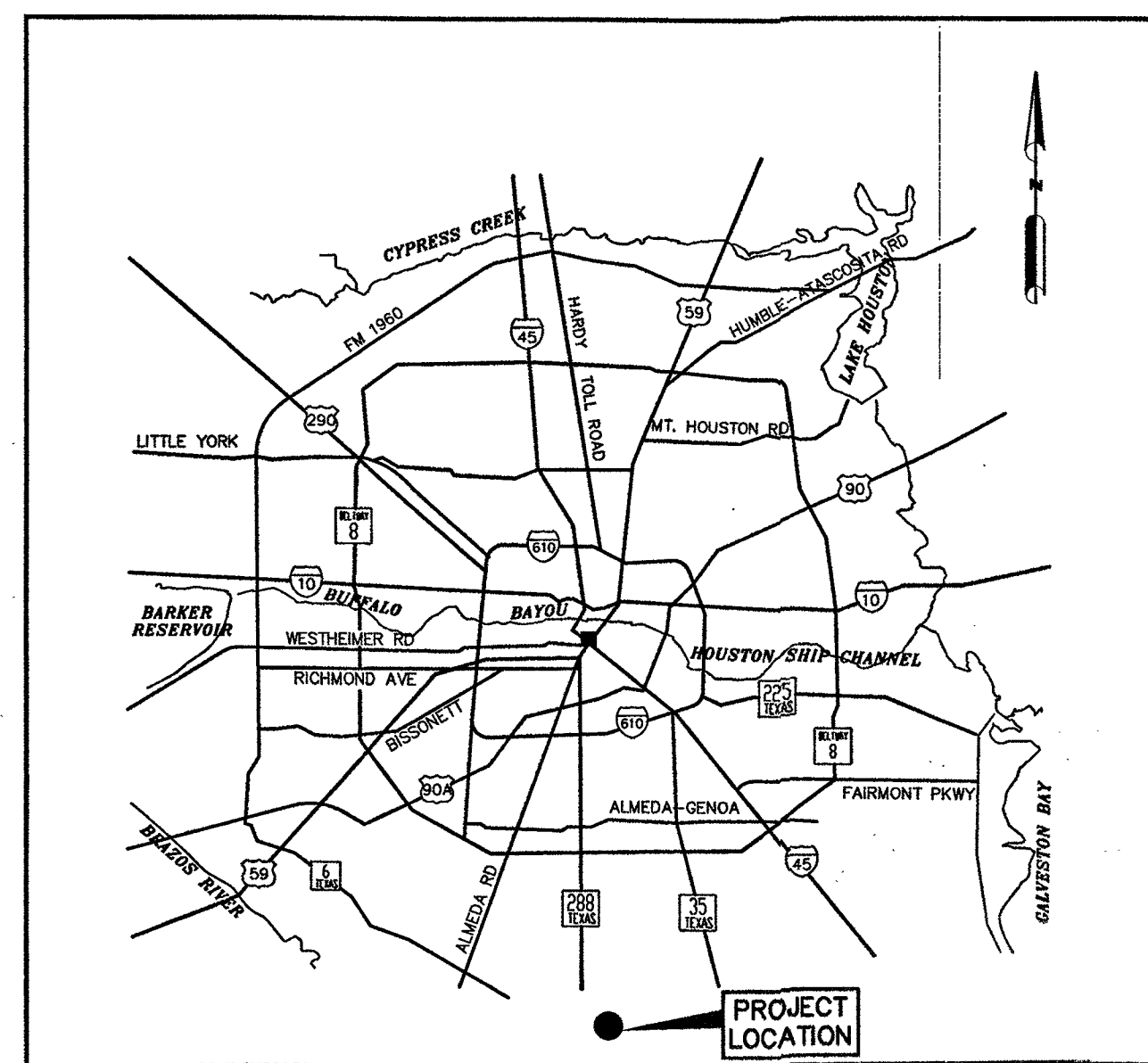
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA SECTION EIGHTY-ONE B IOWA COLONY, TEXAS

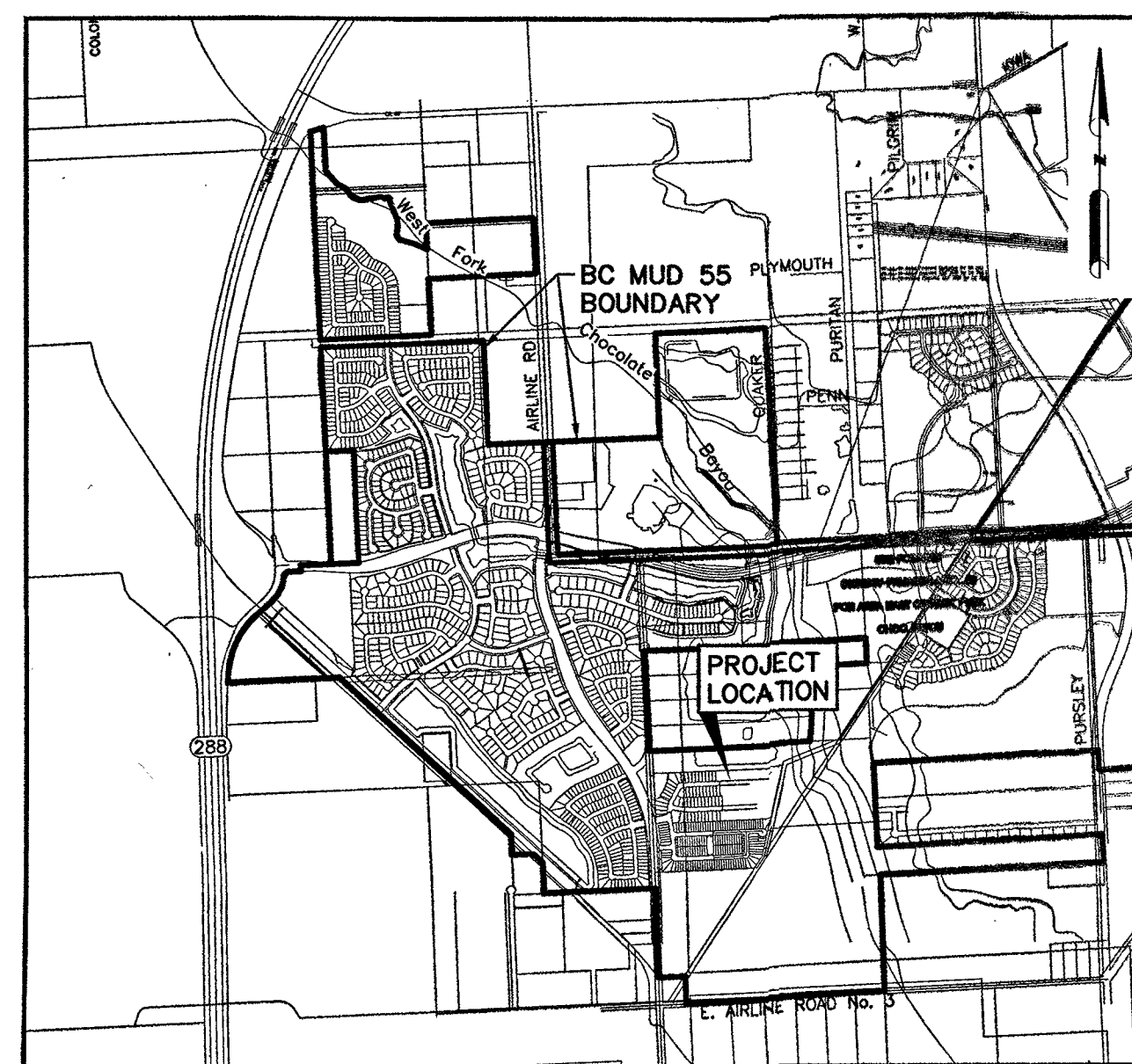
PRINTED
APR 06 2021

"AS BUILT"

Handwritten: P.C.T.S. by B. Hubbard
C. Okot
4-7-21
on behalf of
Sayed Kadiw
Signature: [Signature]
Stamp: Chabat-bm
4/9/21



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1"=2000'
KEY MAP NO. 692 KJ

NOTE: ACCEPTANCE OF THE
ROADWAY INTO CITY
MAINTENANCE WILL REQUIRE
CONSTRUCTION OF SIDEWALKS
ALONG ALL LANDSCAPE
EASEMENTS AND RESERVES.

INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
GENERAL	
1	COVER SHEET
2	GENERAL NOTES
LAYOUTS	
3	PAVING, SIGNAGE, AND DRAINAGE LAYOUT & STORM SEWER CALCULATION
3A	EXISTING PARKING MODIFICATIONS
4	WATER DISTRIBUTION AND WASTEWATER LAYOUT
5	STORM WATER POLLUTION PREVENTION LAYOUT
6	GRADING PLAN LAYOUT
PLAN AND PROFILES	
7	CHAMPLAIN WAY STA 5+00 TO 13+00
8	BALBOA DRIVE STA 25+00 TO 32+25
DETAILS	
9	PAVING DETAILS (SHEET 1 OF 4)
10	PAVING DETAILS (SHEET 2 OF 4)
11	PAVING DETAILS (SHEET 3 OF 4)
12	PAVING DETAILS (SHEET 4 OF 4)
13	WATER DETAILS (SHEET 1 OF 2)
14	WATER DETAILS (SHEET 2 OF 2)
15	SANITARY SEWER DETAILS (SHEET 1 OF 3)
16	SANITARY SEWER DETAILS (SHEET 2 OF 3)
17	SANITARY SEWER DETAILS (SHEET 3 OF 3)
18	STORM SEWER DETAILS (SHEET 1 OF 4)
19	STORM SEWER DETAILS (SHEET 2 OF 4)
20	STORM SEWER DETAILS (SHEET 3 OF 4)
21	STORM SEWER DETAILS (SHEET 4 OF 4)
22	STORM WATER POLLUTION PREVENTION DETAILS (SHT 1 OF 2)
23	STORM WATER POLLUTION PREVENTION DETAILS (SHT 2 OF 2)

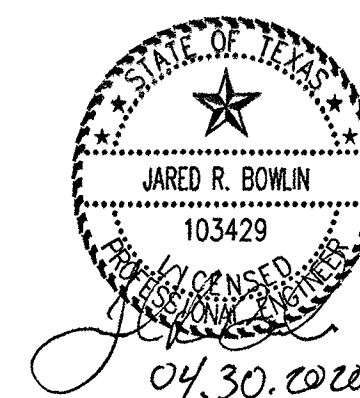


CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Michael Byrum</i> MICHAEL BYRUM, MAYOR	05082020 DATE
<i>Dinh Ho</i> DINH HO, P.E., CITY ENGINEER	05082020 DATE
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

APRIL 2020



10555 WESTOFFICE DRIVE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



CIOC Project No. _____
Adico, LLC Project No. _____ P-3949

NOTE:
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.

Wednesday, August 12, 2020

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Sanitary Facilities for Ames Boulevard Phase I
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 190514-0411
Adico, LLC Project No. 16007-4-206

Dear Mayor and City Council;

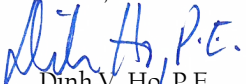
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Sanitary Facilities for Ames Boulevard Phase I. The final walk was completed on March 11, 2020, with all outstanding punch list items addressed on June 1, 2020. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be August 17, 2020, 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 (Brazoria County)
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, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-206

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sterling Lakes, LLC
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving Facilities
for Crystal View Drive Phase II & Water, Sanitary, and Drainage
Facilities for Ames Boulevard Phase I

CONTRACTOR: Bay Utilities, LLC
28411 Sweetgum Road
Magnolia, Texas 77354

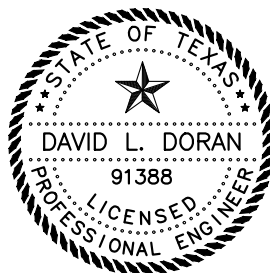
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 1st, 2020; 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 Doran, P.E.



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

CERTIFICATION OF INFRASTRUCTURE FOR:

CRYSTAL VIEW DRIVE PHASE II & AMES BOULEVARD PH I WS&D

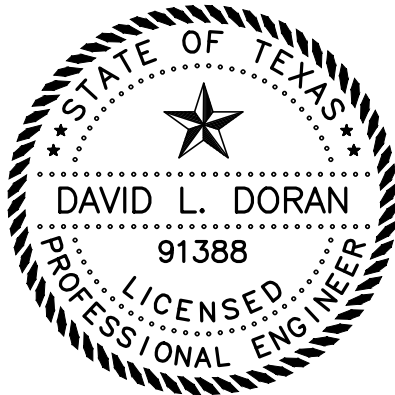
(Project Name)

I, **David 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



Engineer's Signature

F-18141

Licensed Engineering Firm Name

2445 Technology Forest Boulevard, Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

832.823.2204

Phone No.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date April 17, 2019

COUNTY OF BRAZORIA

Date Bond Executed April 17, 2019

PRINCIPAL Bay Utilities, LLC

SURETY The Hanover Insurance Company

OWNER Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) Two Million Three Hundred Thirty Three Thousand Seven Hundred Eighty Two and 80/100 (\$2,333,782.80)

being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase II & Sanitary Facilities for Ames Boulevard Phase I
for Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53
Brazoria, County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract

Bay Utilities, LLC
PRINCIPAL
By _____
Name **David Long**
Title **Managing Member**
Address 28411 Sweetgum Rd
Magnolia, TX 77354

ATTEST

By *David Long*
Name **David V. Long**
Title **Secretary**

(SEAL)

The Hanover Insurance Company
SURETY
By *Francine Hay*
Name **Francine Hay**
Title **Attorney-in-Fact**

ATTEST

By *Kourtney Reece*
Name **Kourtney Reece**
Title **Witness**

(SEAL)

Physical Address:
10375 Richmond Avenue, Suite 1050
Houston, TX 77042

Mailing Address:
10375 Richmond Avenue, Suite 1050
Houston, TX 77042

Telephone: 713-243-7072

Local Recording Agent Personal Identification Number:
1446582

Agency Name: Marsh & McLennan Agency LLC
Agency Address 2500 City West Blvd, Suite 2400, Houston, TX 77042
Agency Telephone 713-780-6100

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Eva V. Long, certify that I am the secretary of the corporation named as Principal in the Bond; that David Long, who signed the Bond on behalf of Principal, was then managing member 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.

Eva V. Long (Corporate Seal)
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

Copy

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

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, Edward L. Moore, Beverly A. Ireland, Sharen Groppell, Francine Hay, Sharon Cavanaugh, Sue Kohler, James Wynne Tomforde, Kurt Risk and/or Gloria M. Villa

Of **Elsey & Associates AND Marsh & McLennan, 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.

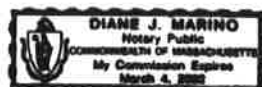
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all 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)

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 **23rd** day of **May**, **2016**.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **23rd** day of **May** **2016** before me came the above named Vice Presidents 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.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

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 _____ day of _____

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, 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.

FINAL APPROVAL

MEMORANDUM

Date: April 14, 2021

To: Mayor Michael Byrum-Bratsen
City Council Members

From: Dinh V. Ho, P.E.

RE: **Sierra Vista Boulevard Phase II Water, Sanitary Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period starting April 30th, 2019
City of Iowa Colony Project No. CSW 180322-0251
Adico, LLC Project No. 16007-4-140**

cc: Ron Cox, Kayleen Rosser

The Sierra Vista Blvd. Phase II Water, Sanitary Sewer, Drainage and Paving Project was completed and inspected in March 29, 2019. We intended to place this on the April 30, 2019 Agenda for approval and start of the One -Year Maintenance Period starting on this date. This item was inadvertently left off the agenda for April 30th, 2019.

We are recommending the City approved the start of the One Year Maintenance Period on April 30th, 2019 for the above reference project. Attached the LOR prepared for this project on April 16, 2019.

Tuesday, April 16, 2019

Mayor Michael Holton
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista Boulevard Phase II Water, Sanitary Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 180322-0251
Adico, LLC Project No. 16007-4-140**

Dear Mayor Holton and City Council;

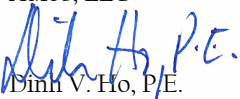
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista Boulevard Phase II Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on March 29, 2019, with all outstanding punch list items addressed. Therefore, Adico, LLC recommends approval of facilities into the one-year maintenance period.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance approval package the following items:

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
Mike Christopher, Manhard Consulting (mchristopher@manhard.com)
Jaime Lozano, Manhard Consulting (jlozano@manhard.com)
File: 16007-4-140

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 03/29/2018COUNTY OF BRAZORIADate Bond Executed 02/21/2018PRINCIPAL Rodriguez Construction Group, LLCSURETY The Guarantee Company of North America USAOWNER **Brazoria County Municipal Utility District No. 32**

PENAL SUM OF BOND (in words and figures) One Million Five Hundred Thirty One Thousand Ninety Three Dollars and Eighty Eight Cents (1,531,093.88), being 100 percent of the Contract Price.

CONTRACT for **Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista Boulevard Phase II 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, dated the same date as this bond, 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.

Rodriguez Construction Group, LLC

ATTEST

PRINCIPAL

By [Signature]

By [Signature]

Name Roy Rodriguez

Name Joanne Rodriguez

Title President

Title Secretary

Address 2647 Jo Ann Street

Stafford, TX 77477

(SEAL)

The Guarantee Company of North America USA

ATTEST

SURETY

By [Signature]

By [Signature]

Name Jillian McKenzie

Name Rebecca Garza

Title Attorney-in-Fact

Title Account Manager

(SEAL)

Physical Address:

350 Glenborough Dr.,

Suite 138

Houston, TX 77067

Mailing Address:

350 Glenborough Dr.,

Suite 138

Houston, TX 77067

Telephone: (281) 453-0300

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, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond; that Roy Rodriguez, 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.

[Signature]

(Corporate Seal)



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian McKenzie, Erica A. Cox, Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. **IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

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

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

ATTACH POWER OF ATTORNEY

Copy

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

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

SIERRA VISTA SEC. 4A

BRAZORIA COUNTY M.U.D. NO. 32

BRAZORIA COUNTY, TX

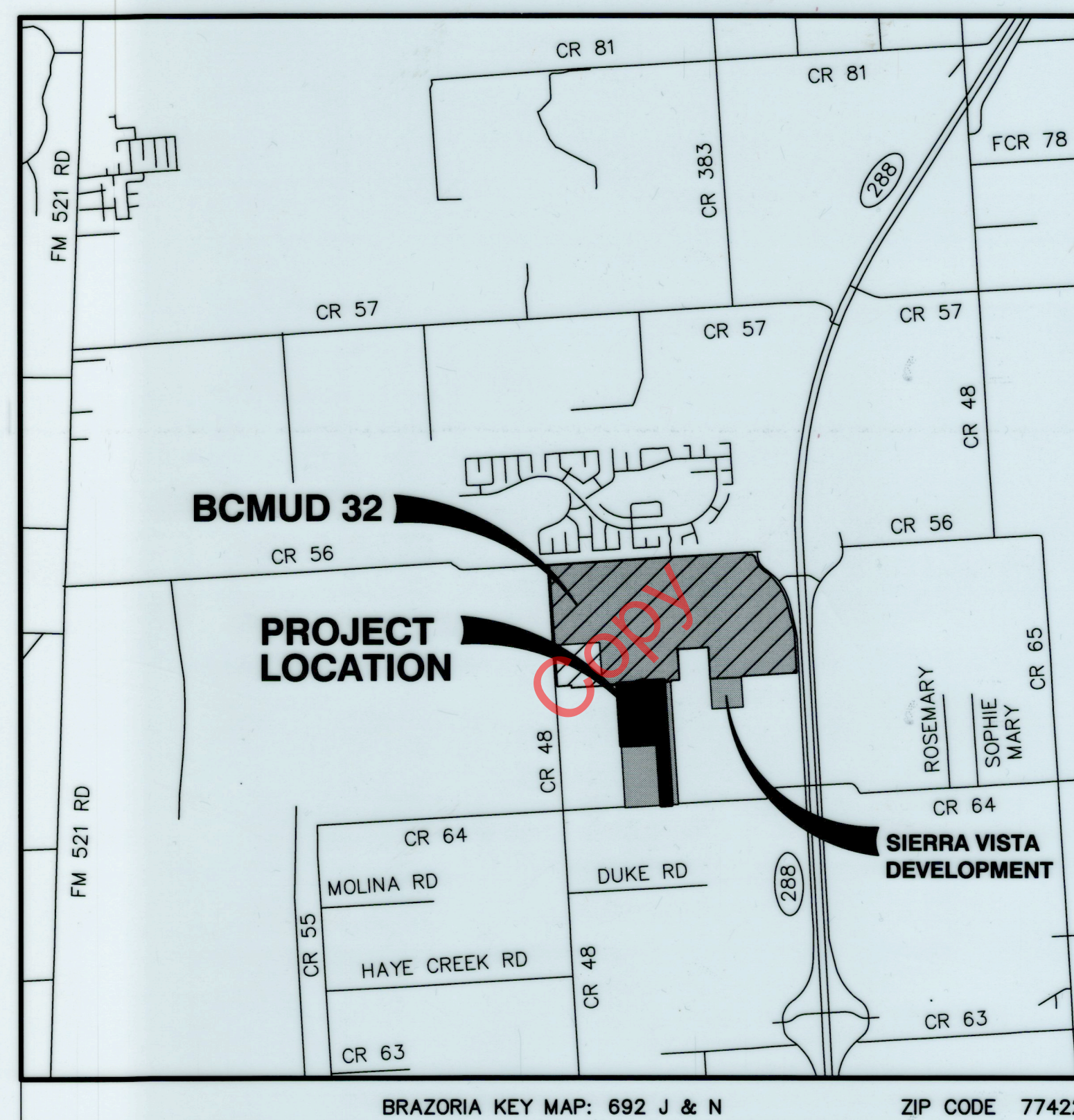
PROJECT NO. 600.001008.00

**RECORD
DRAWINGS**

INDEX OF SHEETS

SHEET NO. DESCRIPTION

1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER AND SANITARY OVERALL - NORTH
4	WATER AND SANITARY OVERALL- SOUTH
5	DRAINAGE OVERALL - NORTH
6	DRAINAGE OVERALL - SOUTH
7	DRAINAGE CALCULATIONS
8	DRAINAGE SERVICE AREA MAP
9	GRADING PLAN - NORTH
10	GRADING PLAN - SOUTH
11	GRADING PLAN - OUTFALL EXCAVATION
12	STORM WATER POLLUTION PREVENTION PLAN - NORTH
13	STORM WATER POLLUTION PREVENTION PLAN - SOUTH
14	P&P - SIERRA VISTA BLVD. (STA 32+00 TO 42+00)
15	P&P - SIERRA VISTA BLVD. (STA 42+00 TO 51+00)
16	P&P - SIERRA VISTA BLVD. (STA 51+00 TO 60+50)
17	P&P - GODDARD GREEN DR. (STA 0+00 TO 8+75)
18	P&P - SENTINEL DOME DR. (STA 8+75 TO 8+40)
19	P&P - EMERSON MANOR DRIVE (STA 0+00 TO 4+50)
20	P&P - BEAR CREEK DRIVE (STA 0+00 TO 6+50)
21	P&P - CLOUDS REST DR. (STA 6+50 TO 16+50)
22	P&P - MIDDLE PALISADE DR.(STA 0+00 TO 4+50)& GOETHE DR.(STA 0+50 TO 4+50)
23	P&P - WEST DITCH STA. 0+00 TO 7+00
24	TRAFFIC SIGNAGE & PAVEMENT MARKINGS - NORTH
25	TRAFFIC SIGNAGE & PAVEMENT MARKINGS - SOUTH
26	SIERRA VISTA BIKE LANE
27	Details-4A - WATERLINE DETAILS - 1
28	Details-4A - WATERLINE DETAILS - 2
29	Details-4A - SAN. SEW. DETAILS - 1
30	Details-4A - SAN. SEW. DETAILS - 2
31	Details-4A - SAN. SEW. DETAILS - 3
32	Details-4A - STORM SEW. DETAILS - 1
33	Details-4A - STORM SEW. DETAILS - 2
34	Details-4A - STORM SEW. DETAILS - 3
35	Details-4A - STORM SEW. DETAILS - 4
36	Details-4A - STORM WATER POLLUTION PREVENTION
37	Details-4A - PAVING DETAILS - 1
38	Details-4A - PAVING DETAILS -2
39	Details-4A - PAVING DETAILS - 3
40	Details-4A - PAVING DETAILS - 4
41	Details-4A - MISCELLANEOUS DETAILS
42	TRAFFIC CONTROL PLAN



LOCATION MAP
N.T.S.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEWED:

Jorge Reyna
JORGE REYNA,
DEVELOPMENT COORDINATOR
2-28-18
DATE

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-8005

BRAZORIA COUNTY ENGINEERING DEPARTMENT

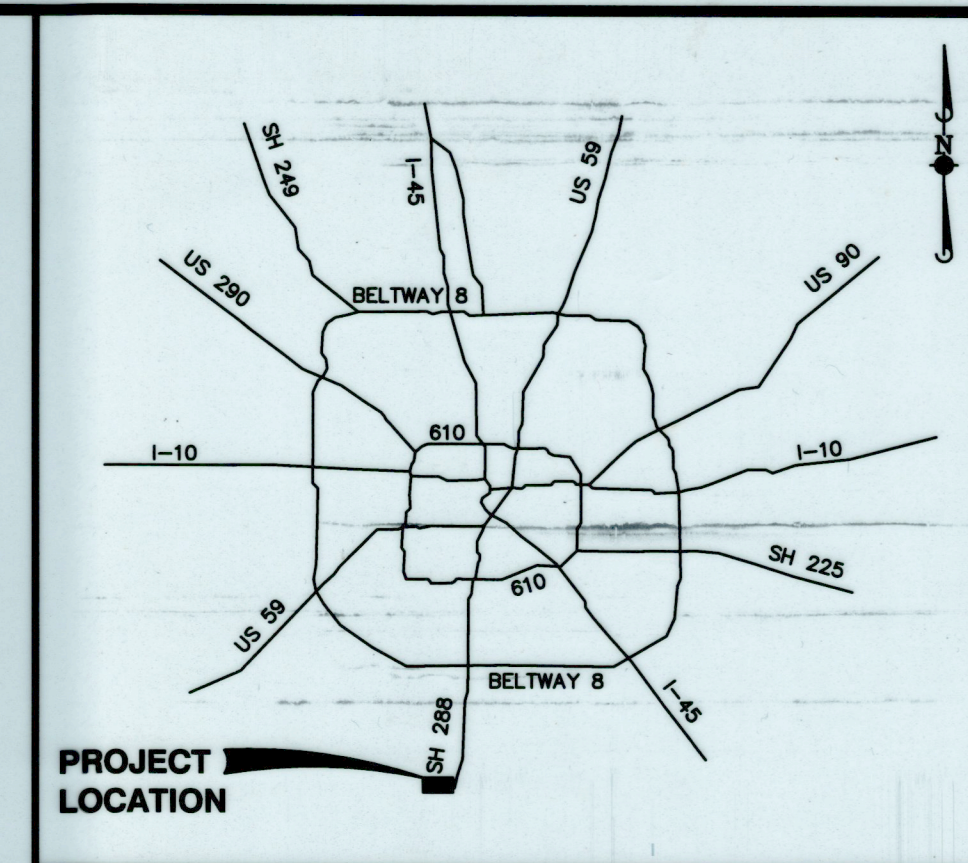
REVIEWED FOR CONSTRUCTION:

Mark Miller
Mark Miller, J.D., P.E.
County Engineer

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden 3/5/18 *Buddy Moore* 3-5-18
Lee Walden, P.E. Date Buddy Moore
President Vice President
Mark Miller 3/5/18 *Jarrod D. Aden* 3/5/18
Mark Miller Date Jarrod D. Aden, P.E., C.F.M. Date
Secretary/Treasurer District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.



HOUSTON AREA VICINITY MAP
N.T.S.

NOTES:
1. MAINTAIN 4' MINIMUM COVER FOR ALL WATERLINE.

BOUNDARY & TOPOGRAPHIC SURVEY:

THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY JONES & CARTER, INC. DATED DECEMBER 7, 2016. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY OFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND TOPOGRAPHY.

BENCHMARKS:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:
T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.
ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0120H, 48039C0115H, 48039C0105H, & 48039C0101H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, ALONG THE SOUTHERN BOUNDARY OF THE SUBJECT TRACT, NEAR COUNTY ROAD 64, THE SUBJECT TRACT IS SITUATED WITHIN: SHADED ZONE "X"; DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED. NOTE THAT COUNTY ROAD 64 IS THE LIMIT OF DETAILED STUDY FOR THE UNNAMED TRIBUTARY TO CHOCOLATE BAYOU.
*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.

ENGINEER'S SEAL
AUBREY M. BROCKMAN
2445 TECHNOLOGY FOREST BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
2/5/2018
TBPE NO. F-18141

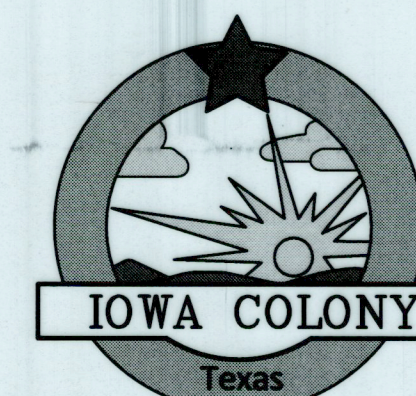
NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

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 REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

Michael Holton 2/19/18
MICHAEL HOLTON, MAYOR DATE

John H. P.E. 2/15/18
JOHN H., P.E., CITY ENGINEER DATE



CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, dinh@adico-llc.com) AND BRAZORIA COUNTY @ ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

MANHARD CONSULTING 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.

Manhard
CONSULTING

2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

Manhard
CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 fx:832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

SIERRA VISTA SEC. 4A

BRAZORIA COUNTY M.U.D. NO. 32

TITLE SHEET & SHEET INDEX

PROJ. NO.: 600.001008.00
PROJ. ASSOC.: SH/HL
DRAWN BY: SH/HL
DATE: 2/5/2018
SCALE: N.T.S.
SHEET 1 OF 42
600.001008.00

FINAL APPROVAL

MEMORANDUM

Date: April 14, 2021

To: Mayor Michael Byrum-Bratsen
City Council Members

From: Dinh V. Ho, P.E.

RE: **Sierra Vista Boulevard Phase II Water, Sanitary Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period starting April 30th, 2019
City of Iowa Colony Project No. CSW 180322-0251
Adico, LLC Project No. 16007-4-140**

cc: Ron Cox, Kayleen Rosser

The Sierra Vista Blvd. Phase II Water, Sanitary Sewer, Drainage and Paving Project was completed and inspected in March 29, 2019. We intended to place this on the April 30, 2019 Agenda for approval and start of the One -Year Maintenance Period starting on this date. This item was inadvertently left off the agenda for April 30th, 2019.

We are recommending the City approved the start of the One Year Maintenance Period on April 30th, 2019 for the above reference project. Attached the LOR prepared for this project on April 16, 2019.

Tuesday, April 16, 2019

Mayor Michael Holton
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Sierra Vista Boulevard Phase II Water, Sanitary Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 180322-0251
Adico, LLC Project No. 16007-4-140**

Dear Mayor Holton and City Council;

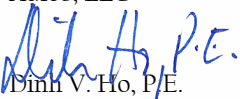
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista Boulevard Phase II Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on March 29, 2019, with all outstanding punch list items addressed. Therefore, Adico, LLC recommends approval of facilities into the one-year maintenance period.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance approval package the following items:

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
Mike Christopher, Manhard Consulting (mchristopher@manhard.com)
Jaime Lozano, Manhard Consulting (jlozano@manhard.com)
File: 16007-4-140

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 03/29/2018COUNTY OF BRAZORIADate Bond Executed 02/21/2018PRINCIPAL Rodriguez Construction Group, LLCSURETY The Guarantee Company of North America USAOWNER **Brazoria County Municipal Utility District No. 32**

PENAL SUM OF BOND (in words and figures) One Million Five Hundred Thirty One Thousand Ninety Three Dollars and Eighty Eight Cents (1,531,093.88), being 100 percent of the Contract Price.

CONTRACT for **Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista Boulevard Phase II 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, dated the same date as this bond, 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.

Rodriguez Construction Group, LLC

ATTEST

PRINCIPAL

By [Signature]

By [Signature]

Name Roy Rodriguez

Name Joanne Rodriguez

Title President

Title Secretary

Address 2647 Jo Ann Street

Stafford, TX 77477

(SEAL)

The Guarantee Company of North America USA

ATTEST

SURETY

By [Signature]

By [Signature]

Name Jillian McKenzie

Name Rebecca Garza

Title Attorney-in-Fact

Title Account Manager

(SEAL)

Physical Address:

350 Glenborough Dr.,

Suite 138

Houston, TX 77067

Mailing Address:

350 Glenborough Dr.,

Suite 138

Houston, TX 77067

Telephone: (281) 453-0300

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, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond; that Roy Rodriguez, 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.

[Signature]

(Corporate Seal)



**THE
GUARANTEE™**

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian McKenzie, Erica A. Cox, Rebecca Garza
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. **IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

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

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

ATTACH POWER OF ATTORNEY

Copy



INSTRUCTION TO BIDDERS

01. INVITATION

- a. The Work: Bids are invited on a general contract for mowing maintenance of City Facilities as specified on Exhibit A - Worksheet.
- b. The Owner: City of Iowa Colony, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.
- c. The Bid Form is included as part of the bidding instruments. The Bid Form must be completed and returned according to requirements set forth herein.

02. RECEIPT OF BIDS

- a. Sealed bids will be received until 2:00 p.m. Thursday, April 11th, 2019, at the Iowa Colony City Hall. Bids received after this time will not be accepted.
- b. Bids will be opened publicly and read aloud. All interested parties are invited to attend.

03. BIDDING INSTRUMENTS

- a. Bidding instruments include all documents available during the bidding period, including the Instructions to Bidders, Bid Form, Conditions of the Bid, General Notes and Specifications, Drawing and Addenda.
- b. Qualified bidders may obtain all necessary sets of bidding documents from the City of Iowa Colony, City Secretary, Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

04. BID FORMS

- a. Bid Forms must be completed in ink or by typewriter. The bid price of each item on the Form must be stated in words and numerals; in case of conflict, words will take precedence.
- b. Bids by Corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to

sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and the state of incorporation shall be shown below the signature.

- c. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and official address of the partnership must be shown below the signature.
- d. All names must be typed or printed below the signature.
- e. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- f. The address to which communications regarding the bid are to be directed must be clearly shown.
- g. Bid award will be based on Total Bid Amount and qualifications of bidders.

05. EXAMINATION

- a. Bidders should carefully examine the bidding instruments and the sites to determine the actual conditions under which all work will be done.
- b. Adjusting payments will not be authorized for work that could have been foreseen by a careful examination of the existing grounds and facilities.
- c. Submission of a bid constitutes acceptance by the bidder of the existing site conditions as a part of the requirements of this work. Any exceptions are noted in the Notes and Specifications for this project.

06. COMPLETION TIME

- a. The successful bidder will be required to adhere to the schedule listed in the Attached mowing schedule.

07. QUESTIONS

- a. In ample time to permit consideration before reply, submit questions about bidding instruments to the City of Iowa Colony through City Manager, Ron Cox at 281.543.0042 or rcox@roncoxconsulting.com.
- b. Necessary replies will be issued to bidders of record as addenda, which become part of the bidding instruments. Oral instructions do not form part of the bidding instructions.

08. SUBMITTAL

- a. Submit bid and other required data in an opaque, sealed envelope. If submitted by mail, enclose bid envelope in another envelope addressed for mailing. Plainly, identify the sealed bid envelope with the following information:

BID NO. 2019-01
MOWING MAINTENANCE OF RIGHTS- OF-WAYS AND
DITCHES
BIDS DUE: 2:00 P.M. THURSDAY, APRIL 11, 2019

- b. Submit bid on the bid sheet provided. Fill in all the blanks. Failure to complete all items listed on bid sheet may be cause for rejection.
- c. Do not alter the bid sheet with written memoranda or qualifications. Any explanation, alteration, or any other statement proposed by the bidder must be written separately, signed independently, and included in the bid envelope. Bids may not be modified after submittal.
- d. Sign in longhand in the appropriate space. Signature must be the name of the person authorized to bind the bidder to a contract. When the bidder is a corporation, the bid must be signed with the legal name of the corporation followed by the name of the state of incorporation and legal signature of a person authorized to bind the corporation to a contract.

09. CASHIER'S CHECK / BONDS

- a. All bids shall be accompanied by a Bid Bond, Cashier's or Certified Check payable to the City of Iowa Colony, Texas, in the amount of 5% as a guarantee that the bidder will enter into a contract within thirty (30) days following the opening of bids. **Bids without a Cashier's Checks or Bid Bonds will not be considered.**
- b. The bid security will be forfeited to the City of Iowa Colony by the bidder as damages for default if the bidder fails to execute contract and deliver service as specified.

10. INSURANCE AND INDEMNIFICATION

- a. The contractor shall save and indemnify the City harmless from and against all losses, claims, demands, payment suits, actions, damages, injuries, liabilities, recoveries and judgments of every nature and description, however same may be caused, resulting directly or indirectly by reason of any act or omission of the Contractor, his agents, or employees, in the execution of the work.
- b. In advance of performing any of the work covered by the Contract Documents, the Contractor shall furnish evidence to the City, with respect to his own operations and operations of all subcontractors, that he has secured insurance protection of the following kinds:
 - 1. Worker's Compensation Insurance, covering employees of the Contractor, or any subcontractor, as required by the statutes of the State of Texas.
 - 2. Regular Contractor's Public Liability Insurance with limits \$500,000/\$1,000,000 and regular Contractor's Property Damage Insurance

with limits \$250,000/\$500,000 to cover operations of the Contractor.

- c. If any of the work is sublet, the above-mentioned insurance protection shall be provided for, in behalf of, or by the Subcontractor.
- d. Insurance coverage as called for shall be secured from good and reliable Insurance Companies authorized to do business in the State of Texas and acceptable to the City. All policies shall be written so that the Contractor and the City are both protected against any action which may be instituted against either or both of them and shall carry endorsements to cover the liability of the Contractor to the City with respect to the above stated indemnification provisions.

11. PAYMENT

- a. On or before the 10TH day of each month, the successful bidder shall submit an invoice for the work done for each City facility as indicated on the bid sheet.
- b. The City shall then pay in accordance with the Prompt Payment Act in the total amount of the monthly statement.
- c. The City is exempt from taxation on materials under the Texas Limited Sales, Excise, and Use Tax on any purchase, lease or rental of tangible personal property, and will issue certificates of Exemption from the Texas State Sales Tax on materials furnished by the Contractor on City projects. Therefore, all Bidders are instructed not to include Texas State Sales Tax in their bids.

12. WITHDRAWAL

- a. Bids may be withdrawn any time before bid openings but may not be resubmitted.
- b. Bids may not be withdrawn or modified after bid opening time unless the award of the proposal has been delayed more than thirty (30) days.

13. QUALIFICATIONS OF BIDDERS

- a. The City may make investigations deemed necessary to determine the bidder's ability to perform the work. When requested, the bidder must furnish such information and data necessary for this purpose.
- b. The City reserves the right to reject any bid if evidence submitted by or investigation of the bidder indicates that the bidder is not properly qualified in the opinion of the City to complete the work satisfactorily.

14. AWARD OF BID

- a. The City of Iowa Colony is not obligated to accept the lowest bid or any bid. The City reserves the right to reject any or all bids and to waive any informality in bids or on bidding. The City may accept any bid deemed advantageous. The contract award may include full consideration of unit prices, alternatives, and completion

time.

- b. Bidders may bid separately on the base bid and the alternate bid. It is the intention of the City to award one contract for both the base bid and the alternate bid however, the City may enter into an agreement with two contractors. One for the base bid and for the alternate bid if it is advantageous for the City to do so.
- c. Upon acceptance by the City of Iowa Colony, the Bid Form shall become the legal contract for the project.

Copy



BID FORM OF AGREEMENT

TO: The Mayor and City Council, City of Iowa Colony
Mowing Maintenance of Rights-of-Ways and Ditches

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Notice to Bidders, the Instruction to Bidders, this Bid Form of Agreement, the General Notes and Specifications, and the Plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees that he will provide all necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the City as therein set forth.

It is understood that a General Liability insurance policy with the City of Iowa Colony named, as **Additional Insured** will be provided.

It is understood that the following quantities of work are to be done at unit prices, and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form.

It is further agreed that the amount of work to be done at unit prices and materials to be furnished may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as may be provided for elsewhere in these documents.

It is understood and agreed that the work is to begin on or about May 15th, 2019.

The purpose of this project is to provide mowing maintenance for City facilities, Rights-of-Ways and Ditches within the City Limits of Iowa Colony.

Accompanying this bid is a Certified or Cashier's Check or Bidder's Bond in an amount of 5% of the total bid. The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a contract In which case, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay and other inconveniences suffered by the City on account of such failure of the bidder. It is further agreed that should the City bring suit in court to enforce any terms of the bid, it is agreed that the bidder or his surety shall pay to the City its cost and reasonable attorney's fees. It is understood that the City reserves the right to reject any and all bids.

The term of this agreement shall become effective May 1, 2019, and remain in effect until April 30, 2021, at which time this agreement can be extended for one additional year.

The agreement may be terminated by either party on 90 days advanced written notice to the other party by certified mail.

ACCEPTED:

OWNER:

City of Iowa Colony

By Michael Holton
Michael Holton, Mayor

CONTRACTOR:

4 J's Services
Name Jack LeBato
(Print or type)

By Owner

Attest:

Kayleen Rosser
Kayleen Rosser, City Secretary

Date 4/30/2019

Attest:

Seal, if Bidder is Corp

Date _____

Owner:
Address for giving notices

City of Iowa Colony

12003 Iowa Colony, Blvd.

Iowa Colony, Texas 77583

Address for giving notices

4 J's Services

PO Box 646

Rosharon, TX 77583

Copy

SPECIFICATIONS SCOPE OF WORK

CITY MOWING SERVICES—Rights-of-Ways and Ditches (City Wide)

A. City Wide

1. Mowing shall be done 5 times a year. At the beginning of month of April, June, August, September and November.
2. Mowing shall consist of ditches, including all applicable rights-of-way within the city limits.
3. The contractor shall mow up to all fence lines and then use a line trimmer at the fences.
4. The City reserves the right to adjust the mowing frequencies per month, per location due to weather.
5. Strip edging shall be performed at each mowing around all beds, trees, sign posts and irrigation heads.

EXHIBITS:

Exhibit "A" - City Limits Map (2 Sheets)

CITY OF IOWA COLONY

Mowing Maintenance of Rights-of-Ways and Ditches (City Wide)

BID SHEET

The undersigned bidder, agrees to provide the labor, material and equipment in strict accordance with the specifications listed within the Bid Tab for the consideration of the amount set forth in the following price schedule:

Base Bid

Item No.	Locations	Estimated Cuttings	Cost per Cutting	Annual Cost
1	City roadside ditches and ROWs (City Wide)	5	10,600	\$53,000
	Annual Net Total			

Total Base Bid

\$ 53,000

Fifty-three thousand
Written Amount

Firm: 4 J's Services

Address: PO Box 646
Rosharon, TX 77583

Telephone: 713-875-2101

Name: Jack LeBato

Title: Owner

Signature

City of Iowa Colony, Texas
Quarterly Investment Report

<u>Investment Description</u>	<u>Maturity Date</u>	<u>Yield (Interest Rate)</u>	<u>1/01/2021</u>		<u>3/31/2021</u>	
			<u>Beginning Market Value</u>	<u>Changes</u>	<u>Ending Market Value</u>	<u>Interest Earnings</u>
Texstar	Liquid		108,289	10.12	108,299	10
Veritex Community C/D	9/12/2020	1.70%	99,663	61.43	99,724	61
Veritex Community C/D	4/30/2020	1.70%	161,081	101.50	161,183	102
First State Bank -Manvel C/O	10/28/2020	1.25%	151,037	1,510.37	152,547	1,510
Texas Advanlge C/O	2/22/2020	0.55%	6,242	19.67	6,262	20

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

Interim City Manager - Investment Officer

Senior Accountant

NOTICE TO WITHDRAW OR REMAIN AS A PARTICIPATING JURISDICTION

Nancy Friudenberg
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, TX 77515

The City of _____ elects to:

- ☐ Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of _____.
- ☐ Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of _____ intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by May 6, 2021.

Signed by:

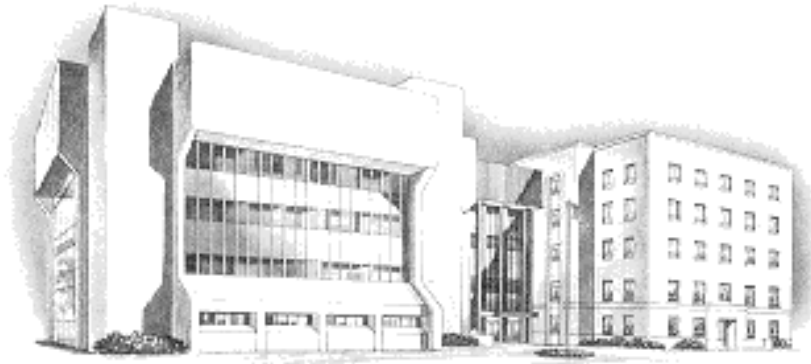
Signature

Title

**Please mail original form to Nancy Friudenberg
by May 6, 2021.**

NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



MARI REYES
PROJECT COORDINATOR

TAMMY HUGHES
FINANCIAL COORDINATOR

BRAZORIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

April 5, 2021

Dear Mayor:

This year Brazoria County will be re-qualifying for Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) Program funds from the U. S. Department of Housing and Urban Development for FYS 2022-2024. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG, HOME, and ESG Programs. A list of these Cities is attached hereto.

If your City no longer wishes to participate in the Brazoria County CDBG, HOME, and ESG Program, you will need to notify this office that your City elects to be excluded as a participating jurisdiction in the Brazoria County CDBG, HOME, and ESG Program. We must receive this notification in our office no later than 5:00 p.m. on May 6, 2021. However, I must also point out to you that by continuing to be included in the County's program; your City will not be eligible to apply for grants under the Texas Community Development Program (TX-CDBG) or the Texas HOME Investment Partnership Program through the Texas Department of Agriculture (TDA) during this same period. This will not however affect any other grant program you wish to apply for (e.g., Texas Parks and Wildlife Department, Federal Aviation Administration/Texas Aeronautical Commission, Texas State Library, Criminal Justice Council, etc.)

If we do not receive notification from your City indicating that your City no longer wishes to participate in the County program, then according to the previously executed agreement your City will be automatically included in our County program through September 30, 2021. We do hope that your City will continue to be a partner with the County and we look forward to continuing housing and community development efforts within your City.

Please send the signed attached notice, or any notices, to Nancy Friudenberg, Brazoria County Community Development, 1524 E, Mulberry, Suite 162, Angleton, Texas, 77515.

If you have any questions about the program, please feel free to call me at (979) 864-1860.

Sincerely,

Nancy Friudenberg
Director

1524 EAST MULBERRY SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1710

Brazosport Area
(979) 388-1710

Houston Area
(281) 756-1710

Fax Number
(979) 864-1089

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
OF 2.128 ACRES OF LAND
IN THE H.T. & B.R.R. CO. SURVEY NO. 57, A-289
BRAZORIA COUNTY, TEXAS**

BEING 2.128 acres of land and a portion of the 2.135 acre tract described as Tract 3 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, Brazoria County, Texas, and more particularly described by metes and bounds as follows with based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a P.K. Nail found for the northwest corner of the 9.954 acre tract described in the deed from Mike Fox to Thomas Moeller, et ux. recorded under File No. 02 025 798 in the Official Records of Brazoria County, Texas, common to the southwest corner of the 244.2369 acre tract described in the deed from Frank and Ina Brinton Educational and Charitable Trust for Texas to Washington County Hospital of Washington, et al. recorded under File No. 97 000 097 in the Official Records of Brazoria County, Texas, in the east line of the 1101.117 acre tract described as Tract 1 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438 in the Official Records of Brazoria County, Texas, at the intersection of County Road No. 383 and County Road No. 57;

THENCE South 87° 21' 04" West – 1320.64 feet, along said County Road No. 57 to a railroad spike set for an angle corner, common to an interior corner of said 1101.117 acre tract;

THENCE South 02° 50' 10" East – 29.66 feet, along a west line of said 1101.117 acre tract to a 1-1/4 inch iron pipe found for the northeast corner of the 2.13 acre tract described in the deed from Wilma Burns Wise to W.L. Cypert recorded under File No. 90 856 247 in the Official Records of Brazoria County, Texas;

THENCE South 87° 10' 50" West – 690.00 feet, along the north line of said Cypert 2.13 acre tract, the north line of the 1.1281 acre tract described in the Partition Agreement with Donald D. Guidry and Judy Guidry recorded under File No. 92 1032 545 in the Official Records of Brazoria County, Texas and the north line of the 2.13 acre tract described in the deed from O.J. Tauber to Donald D. Guidry, et ux. recorded under Volume 1131, Page 60 in the Deed Records of Brazoria County, Texas, at 210.28 feet passing a found 1-1/4 inch iron pipe, continuing to a 3/4 inch iron rod set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the northeast corner of said 2.135 acre tract at the intersection of the west right-of-way line of County Road No. 847 (60' R.O.W.) and the south right-of-way line of said County Road No. 57 (right-of-way varies), from which a found 5/8 inch iron rod bears South 15° 56' 53" East – 0.63 feet;

THENCE South 02° 50' 10" East – 441.43 feet, along the west right-of-way line of said County Road No. 847, common to the east line of said 2.135 acre tract to 3/4 inch iron rod set for the southeast corner of the herein described tract, common to the northeast corner of the 3.61 acre tract described in the deed from Michael J. Wright, et ux. to Robert Earl Love, et ux. recorded under File No. 89 679 834 in the Official Records of Brazoria County, Texas, from which a found 1/2 inch iron rod bears South 46° 55' 24" West – 0.53 feet;

THENCE South 87° 10' 50" West – 210.00 feet, along the south line of said 2.135 acre tract, common to the north line of said 3.61 acre tract to a 3/4 inch iron rod set for the southwest corner of the herein described tract, common to the southeast corner of the 4.26 acre tract described in the deed from Claude Wright, et ux. to Roger Kenneth Kouba, et ux. recorded under Volume 1164, Page 669, in the Deed Records of Brazoria County, Texas, from which a chain link fence corner bears South 78° 50' 53" West – 2.30 feet;

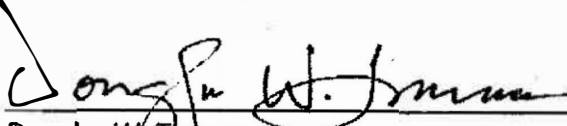
THENCE North 02° 50' 10" West – 441.43 feet, along the east line of said 4.26 acre tract, to a 3/4 inch iron rod set for the northwest corner of the herein described tract, common to the northeast corner of said 4.26 acre tract in the south right-of-way line of said County Road No. 57, from which a found 1/2 inch iron rod bears South 30° 03' 14" West – 1.05 feet;

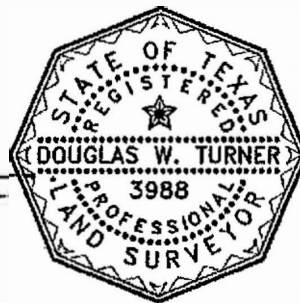
THENCE North 87° 10' 50" East – 210.00 feet, along the south right-of-way line of said County Road No. 57, common to the north line of said 2.135 acre tract to the **POINT OF BEGINNING** of the herein described tract and containing 2.128 acres of land.

Prepared by:

IDS Engineering Group

Job No. 1300-052-51-530


Douglas W. Turner
Texas Registered Professional Land Surveyor
Texas Registration Number 3988



osenbaugh & Associates
P.O. BOX 55769
Houston, Texas 77255-5769

February 26, 2021

Mr. Ron Cox
120 St. Andrews
Friendswood, Texas 77546

Reference: Appraisal of 2.128 acres of land and improvements out of the H.T. & B. R. R. Co. Survey No. 57, Abstract 57, Brazoria County, Texas.

Dear Mr. Cox:

At your request, we are pleased to offer appraisal services for the above referenced tract. It is our understanding that the appraisal will be used by the client (City of Iowa Colony) for the sale of the property to Brazoria County MUD 31.

This assignment will be developed and prepared in conformity with and subject to the requirements of the Appraisal Institute's Code of Professional Ethics, the Uniform Standards of Professional Practice, the State of Texas, and our Contingent and Limiting Conditions. The file and work product produced in regards to this assignment are subject to peer review by State and Federal Agencies and by the Appraisal Institute.

Our fee for the appraisal of the above referenced property is \$4,000. In addition to our fees, we are to be reimbursed at our costs plus 15% for processing and bookkeeping and for all direct expenses related to this assignment including, but not limited to: deeds, exhibits, photographs, delivery service, fax service, copying, legal documents etc.

We will begin work on the assignment when a signed copy of this engagement letter and retainer are received. A retainer in the amount of \$2,000 is requested for this assignment. *This letter, when signed by you, shall constitute our agreement with regard to our engagement.*

Any and all past due amounts shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. As permitted by the Broker's and Appraiser's Lien on Commercial Real Property Act, we are entitled to claim a lien if our fees are not timely paid.

Mr. Ron Cox
February 26, 2021

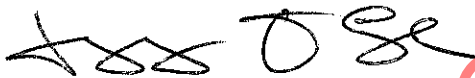
If our appearance or testimony is required at any council meeting, deposition, hearing or trial, the scheduling of any deposition, hearing or trial must be pre-arranged with the appraiser's calendar. The cost for providing such appearance and/or testimony services will be based on hourly billing rate as set forth below for the assigned expert witness plus any direct costs associated with the preparation of required presentation materials.

Designated Appraisers	\$300.00
Associate Appraisers	\$175.00
Administrative Staff	\$ 75.00

If the parameters herein set forth meet with your approval, please execute this proposal and return the original along with the requested retainer payment to my attention.

We appreciate you allowing us to present this proposal for our professional services and look forward to working with you on this project.

Sincerely,
OSENBAUGH & ASSOCIATES



Lynny Osenbaugh MAI, CCIM

Copy

AGREED TO AND ACCEPTED BY:

Mayor Michael Byrum-Bratsen
City of Iowa Colony

Date

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON APRIL 6 AND 21, 2021

The Iowa Colony Planning and Zoning Commission will hold public hearings at **7:00 p.m. on April 6, 2021**, and the Iowa Colony City Council will hold public hearings at **7:00 p.m. on April 19, 2021**, each by videoconference, as authorized by the Governor of Texas in response to the COVID-19 pandemic, to consider amending the Unified Development Code and the Zoning Ordinance on: **(1) businesses in food trucks and other mobile units; and (2) regulations and procedures under those ordinances for the City Council, Building Codes Board of Appeals, Zoning Board of Adjustment, Planning and Zoning Commission, and other boards and commissions.** All interested persons may be heard concerning these matters.

Planning and Zoning Commission Hearing:

Please join this meeting from your computer, tablet, or smartphone at this link:
<https://us02web.zoom.us/j/87399604768?pwd=cnlHamJrY2J6T0RMZXl0ckVoUGVhZz09>

Meeting ID: 873 9960 4768

Passcode: 373488

You can also dial in using your phone: +1 346 248 7799 US (Houston)
(For supported devices, tap a one-touch number below to join instantly.)

One tap mobile:

+13462487799,,87399604768#,,,*373488# US (Houston)

City Council Hearing:

Please join this meeting from your computer, tablet, or smartphone at this link:
<https://us02web.zoom.us/j/85357496994?pwd=LzRoNkQzZE02ZUITRFJlVWm1qT2FyZz09>

Meeting ID: 853 5749 6994

Passcode: 712570

You can also dial in using your phone: +1 346 248 7799 US (Houston)
(For supported devices, tap a one-touch number below to join instantly.)

One tap mobile:

+13462487799,,85357496994#,,,*712570# US (Houston)

Kayleen Rosser
City Secretary