

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON
REZONING RALLY 288 WEST TRACT TO
PLANNED UNIT DEVELOPMENT

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on June 7, 2022, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on June 27, 2022, each at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to Planned Unit Development: the Rally 288 West, LLC tract, which is a 259.43 acre tract of land generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000.

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

Kayleen Rosser
City Secretary

COPY

CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARINGS ON
REZONING SOUTHERN STAR /RALLY 288 EAST TRACT TO
PLANNED UNIT DEVELOPMENT

The Iowa Colony Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on June 7, 2022, and the Iowa Colony City Council will hold a public hearing at 7:00 p.m. on June 27, 2022, each at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code, as amended, to consider rezoning the following property from Single Family Residential to Planned Unit Development: the Southern Star/Rally 288 East, LLC tract, which is a 132.15 acre tract of land generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 166982 and Geographic ID No. 0259-0001-000.

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

Kayleen Rosser
City Secretary

COPY

MEMORANDUM

Date: June 27, 2022
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – June 2022 Engineer's Report
cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - Construction will be let this summer for the overpasses.
 - Temporary traffic signal at SH 288 and Meridiana Parkway:
 - i. Poles and signal heads are in. Awaiting confirmation on power and when they will be able to activate the signal heads.
2. ROADWAY REPAIRS
 - RR Crossing at ICB south of SH 6 is closed due to damages to the crossing. Brazoria County has completed adjustments to the grades at the crossing. BC has not received confirmation when the rail company will complete the tracks. We have sent a request to State Rep. Ed Thompson to look into this matter. More to follow.
 - Construction of CR 382 is complete. These were funds allocated from CDBG HUD.
 - Interlocal with BC Agreement for FY 2021-2022 was approved 11/2021. An amendment to include Iowa Colony Blvd. north of SH 288 will be placed on the Commissioner Court agenda on June 28th for asphalt overlay. Jeremy is awaiting a schedule from Brazoria County on when these improvements will be start.
3. GRANTS UPDATE
 - TWBD- FIF GRANT – Master Drainage Plan
 - i. Public Meeting was held on June 1st Participants included residents, Councilmembers, agencies, including TWDB.
 - ii. We are currently working on a Capital Improvement Plan, including cost estimates.
 - AMES ROAD BRIDGE
 - i. Project has been awarded to Wadecon Construction, LLC.
 - ii. A preconstruction meeting was held on 6/9/2022.
 - iii. Contractor has ordered the box culverts, but do not expect it to be ready to be delivered until mid July. We plan on issuing a NTP once we have confirmation of delivery of the box culverts.
4. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. Construction Documents plans is 75% complete. We are still awaiting pipeline locates prior to finalizing the plan.
5. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - WFCB Detention Basin O and P and Earthwork – 85%

- Merdiana 68 Utility Extension – Complete. On agenda for acceptance into One Year Maintenance Period.
- Meridiana 57 – Complete. On agenda for acceptance into One Year Maintenance Period.
- Meridiana 58A – Complete. On agenda for acceptance into One Year Maintenance Period.
- Pursley Blvd. Ph 6 – 90% storm complete, water line 90% complete, sanitary 90%, Paving 45%
- Meridiana 56 – Permits issued. Contractors have no started.

B. STERLING LAKES – LAND TEJAS

- Active construction projects.
 - BCMUD 31 WWTP Expansion Ph IV – 99% complete. Awaiting punchlist items to be addressed. Awaiting final closeout documents.

C. SIERRA VISTA - LAND TEJAS

- Active construction projects
 - Meridiana Parkway Traffic Signal
 - Control box for Karsten Blvd and Meridiana Pkwy intersection to be relocated.

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - BCMUD 53 WWTP- Awaiting punch list completion.
 - BCMUD 53 Offsite Lift Station – 95% complete. Awaiting punch list completion.
 - BCMUD 53 Lift Station No. 2 – 65% complete.
 - Sierra Vista West Section 8 – Awaiting closeout docs.
 - Sierra Vista West Section 9 – Awaiting closeout docs.
 - Sierra Vista West Ph II B Excavation and Grading – 80% complete
 - Sierra Vista West Section 10 – 90% complete.
 - Davenport Pkwy Ph 1 – Permit issued. Begin work this week.

E. STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention Basin – 85% complete.

F. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – 95% of civil complete internally.
- Davenport/Discovery Drive: 90% complete.
- 3321 MER Pkwy 7 Eleven Store: 85%
- Nichols Mock Elementary School – 80% Storm and Sanitary completed. 80% water complete.
- Sierra Vista Plaza – Dirt Work currently underway.
- Iowa Colony WSD No. 3 Fire and EMS – 40% water, 60% sanitary.
- Riverstone Montessori – 2820 Mer Pkwy – Construction is expected to start soon.
- Meridiana – Balcara – 65% sanitary.

6. OTHER ITEMS:

- A. Baymark Pipeline/ South Texas NGL Pipeline- We are working on closeout and will have this on the June Council meeting for release of funds.

NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPLETED
A	SIGNAGE				
1	Meridiana Pkwy@ Iowa Colony	Park sign down		Done	5/4/2022
2	Iowa Colony @ Meridiana pkwy	Stop sign turned		Done	5/5/2022
3	Meridiana Pkwy@ Iowa Colony	Stop sign turned		Done	5/5/2022
4	Meridiana Pkwy@ Iowa Colony	Stop sign turned		Done	5/5/2022
5	Meridiana Pkwy@ Iowa Colony	Stop sign turned		Done	5/5/2022
6	Meridiana Pkwy@ Iowa Colony	Stop sign turned		Done	5/5/2022
7	Meridiana Pkwy@Discovery Dr.	leaning stop sign		Done	5/5/2022
8	Drake st@Aldrin dr	leaning stop sign		Done	5/6/2022
9	Iowa Colony @ Davenport pkwy	stop sign down		Done	5/6/2022
C.	MOWING/TREE TRIMMING				
1	Cedar Rapids pkwy @ CR 79	Tree down		Done	5/6/2022
2	Cedar Rapids pkwy @ 288 (N)	Tree down		Done	5/6/2022
3	Iowa Colony pkwy @ Hwy 6	Tree down		Done	5/25/2022
4	Iowa Colony pkwy @ Hwy 6	Tree down		Done	5/25/2022
	Parks				
1	Baseball Fields	Cut grass		Done	5/4/2022
2	City Park	order new signs		Done	5/5/2022
3	Park rule	new sign		Done	5/9/2022
4	Park rule	new sign		Done	5/9/2022
5	Park rule	new sign		Done	5/9/2022
6	new post	updating post		Done	5/10/2022
7	new post	updating post		Done	5/10/2022
8	new post	updating post		Done	5/10/2022
9	new post	updating post		Done	5/10/2022

City of Iowa Colony
Financial Statement
As of May 31, 2022

6/24/2022 10:55 AM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	46,449.27	30,083.33	16,365.94	365,084.46	361,000.00	101.13%	(4,084.46)
Property Tax	17,192.61	310,916.67	(293,724.06)	3,688,948.07	3,731,000.00	98.87%	42,051.93
Miscellaneous	48,755.27	44,854.16	3,901.11	57,196.60	538,250.00	10.63%	481,053.40
Fines & Forfeitures	23,555.57	25,000.00	(1,444.43)	173,494.38	300,000.00	57.83%	126,505.62
License & Permits	317,179.35	167,333.33	149,846.02	1,808,169.29	2,008,000.00	90.05%	199,830.71
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise	5,947.76	11,666.67	(5,718.91)	202,645.19	140,000.00	144.75%	(62,645.19)
Grant Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	459,079.83	589,854.16	(130,774.33)	6,295,537.99	7,078,250.00	88.94%	782,712.01
Expense Summary							
Personnel Services	130,635.95	160,794.39	(30,158.44)	1,079,087.74	1,929,532.73	55.92%	850,444.99
Professional/Contract Services	172,865.66	137,183.33	35,682.33	959,875.01	1,625,200.00	59.06%	665,324.99
Materials & Supplies	36,226.85	33,250.05	2,976.80	248,384.00	399,000.00	62.25%	150,616.00
Services	1,108,430.80	205,999.97	902,430.83	2,128,291.93	2,472,000.00	86.10%	343,708.07
Capital Outlay	275,677.55	31,666.67	244,010.88	748,087.23	380,000.00	196.87%	(368,087.23)
Expense Totals	1,723,836.81	568,894.41	1,154,942.40	5,163,725.91	6,805,732.73	75.87%	1,642,006.82

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Sales Tax							
10-4109 Mixed Beverage Tax	117.65	83.33	34.32	663.86	1,000.00	66.39%	336.14
10-4110 City Sales Tax	46,331.62	30,000.00	16,331.62	364,420.60	360,000.00	101.23%	(4,420.60)
Sales Tax Totals	46,449.27	30,083.33	16,365.94	365,084.46	361,000.00	101.13%	(4,084.46)
Property Tax							
10-4120 Property Tax	13,435.14	113,333.33	(99,898.19)	2,686,494.06	1,360,000.00	197.54%	(1,326,494.06)
10-4121 Delinquent Property Tax	411.64	2,916.67	(2,505.03)	10,034.81	35,000.00	28.67%	24,965.19
10-4130 Property Tax - TIF - 70%	3,345.83	89,250.00	(85,904.17)	993,430.19	1,071,000.00	92.76%	77,569.81
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	(739.95)	0.00	0.00%	739.95
10-4132 City Property Tax TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	(271.04)	0.00	0.00%	271.04
10-4135 Property Tax MUD 31 - 70%	0.00	105,416.67	(105,416.67)	0.00	1,265,000.00	0.00%	1,265,000.00
10-4136 Delinquent Tax MUD 31 - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4137 Property Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4138 Delinquent Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Property Tax Totals	17,192.61	310,916.67	(293,724.06)	3,688,948.07	3,731,000.00	98.87%	42,051.93
Miscellaneous							
10-4124 Accident Reports	10.00	0.00	10.00	175.00	0.00	0.00%	(175.00)
10-4126 MUD 31 Pub Safety Contr	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4127 MUD 32 Pub Saf	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	2,485.15	3,000.00	82.84%	514.85
10-4805 Park Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-4910 Interest Income	16,745.27	20.83	16,724.44	16,788.80	250.00	6715.52%	(16,538.80)
10-4911 Other Revenue	7,000.00	0.00	7,000.00	12,747.65	0.00	0.00%	(12,747.65)

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Miscellaneous							
10-4912 Donations/Sponsorships	25,000.00	0.00	25,000.00	25,000.00	0.00	0.00%	(25,000.00)
Miscellaneous Totals	48,755.27	44,854.16	3,901.11	57,196.60	538,250.00	10.63%	481,053.40
Fines & Forfeitures							
10-4125 Arrest Fee	760.00	0.00	760.00	6,529.00	0.00	0.00%	(6,529.00)
10-4701 Citations/Warrants	21,668.98	25,000.00	(3,331.02)	157,034.86	300,000.00	52.34%	142,965.14
10-4702 Delinquent Court Collection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4703 Municipal Jury Funds	15.04	0.00	15.04	128.14	0.00	0.00%	(128.14)
10-4704 Local Truancy Prevention	751.55	0.00	751.55	6,015.54	0.00	0.00%	(6,015.54)
10-4705 Time Payment Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4706 Omnibase Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4709 Court Costs	360.00	0.00	360.00	3,786.84	0.00	0.00%	(3,786.84)
Fines & Forfeitures Totals	23,555.57	25,000.00	(1,444.43)	173,494.38	300,000.00	57.83%	126,505.62
License & Permits							
10-4201 Building Construction Permits	216,241.51	114,583.33	101,658.18	1,176,919.65	1,375,000.00	85.59%	198,080.35
10-4202 Trade Fees	7,251.24	4,166.67	3,084.57	88,073.81	50,000.00	176.15%	(38,073.81)
10-4203 Reinspection Fees	2,190.00	2,500.00	(310.00)	19,965.00	30,000.00	66.55%	10,035.00
10-4204 Signs	500.00	83.33	416.67	1,250.00	1,000.00	125.00%	(250.00)
10-4205 Property Improvement Permits	920.49	166.67	753.82	4,119.43	2,000.00	205.97%	(2,119.43)
10-4206 Dirt Work Permits	0.00	41.67	(41.67)	1,250.00	500.00	250.00%	(750.00)
10-4207 Driveway Permits	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4210 Culvert Permit	0.00	41.67	(41.67)	450.00	500.00	90.00%	50.00
10-4211 Commercial Vehicle Permit	50.00	83.33	(33.33)	2,640.00	1,000.00	264.00%	(1,640.00)
10-4212 Park Use Permit	300.00	83.33	216.67	1,120.00	1,000.00	112.00%	(120.00)
10-4213 Mobile Food Unit Permit	0.00	83.33	(83.33)	850.00	1,000.00	85.00%	150.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
10-4301 Preliminary Plat Fees	790.00	6,250.00	(5,460.00)	34,920.00	75,000.00	46.56%	40,080.00
10-4302 Final Plat Fees	2,790.00	2,916.67	(126.67)	14,140.00	35,000.00	40.40%	20,860.00
10-4303 Abbreviated Plat Fees	1,500.00	583.33	916.67	21,540.00	7,000.00	307.71%	(14,540.00)
10-4305 Admin Fee - Early Plat Recording	54,537.28	12,500.00	42,037.28	65,223.78	150,000.00	43.48%	84,776.22
10-4401 Infrastructure Plan Review Fee	16,179.13	6,250.00	9,929.13	85,864.56	75,000.00	114.49%	(10,864.56)
10-4403 Civil Site Plan Review Fee	13,929.70	16,666.67	(2,736.97)	289,843.06	200,000.00	144.92%	(89,843.06)
10-4501 Rezoning Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
License & Permits Totals	317,179.35	167,333.33	149,846.02	1,808,169.29	2,008,000.00	90.05%	199,830.71
Not Categorized							
10-4444 Prior Software Adjustment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	9,166.67	(9,166.67)	185,071.36	110,000.00	168.25%	(75,071.36)
10-4602 Franchise Tax - Gas	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4603 Telecommunication Fee - Sales	5,947.76	2,500.00	3,447.76	17,573.83	30,000.00	58.58%	12,426.17
Business & Franchise Totals	5,947.76	11,666.67	(5,718.91)	202,645.19	140,000.00	144.75%	(62,645.19)
Grant Income							
10-4803 State & Federal Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grant Income Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	459,079.83	589,854.16	(130,774.33)	6,295,537.99	7,078,250.00	88.94%	782,712.01

City of Iowa Colony
Financial Statement
As of May 31, 2022

6/24/2022 10:55:43 AM

10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	7,971.98	5,194.35	2,777.63	43,329.22	62,430.00	69.40%	19,100.78
Personnel Services	20,789.96	27,212.31	(6,422.35)	180,998.20	326,547.96	55.43%	145,549.76
Professional/Contract Services	24,929.57	19,116.67	5,812.90	187,107.43	229,400.00	81.56%	42,292.57
Services	9,574.64	3,499.99	6,074.65	25,701.07	42,000.00	61.19%	16,298.93
Administration Totals	<u>63,266.15</u>	<u>55,023.32</u>	<u>8,242.83</u>	<u>437,135.92</u>	<u>660,377.96</u>	<u>66.19%</u>	<u>223,242.04</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	499.58	1,780.67	(1,281.09)	28,767.88	21,270.00	135.25%	(7,497.88)
Personnel Services	7,908.26	8,730.33	(822.07)	65,268.08	104,763.81	62.30%	39,495.73
Professional/Contract Services	0.00	208.34	(208.34)	500.00	2,500.00	20.00%	2,000.00
Finance Totals	<u>8,407.84</u>	<u>10,719.34</u>	<u>(2,311.50)</u>	<u>94,535.96</u>	<u>128,533.81</u>	<u>73.55%</u>	<u>33,997.85</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	16,337.92	6,841.67	9,496.25	62,706.10	82,100.00	76.38%	19,393.90
Personnel Services	68,042.86	86,929.88	(18,887.02)	543,373.02	1,043,158.60	52.09%	499,785.58
Professional/Contract Services	1,306.29	1,833.33	(527.04)	19,282.64	22,000.00	87.65%	2,717.36
Services	422.62	5,833.33	(5,410.71)	17,435.53	70,000.00	24.91%	52,564.47
Police Totals	<u>86,109.69</u>	<u>101,438.21</u>	<u>(15,328.52)</u>	<u>642,797.29</u>	<u>1,217,258.60</u>	<u>52.81%</u>	<u>574,461.31</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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City of Iowa Colony
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Materials & Supplies	1,180.75	266.67	914.08	2,800.91	3,200.00	87.53%	399.09
Personnel Services	4,502.43	5,197.00	(694.57)	39,986.71	62,364.06	64.12%	22,377.35
Professional/Contract Services	289.19	358.33	(69.14)	1,974.03	4,300.00	45.91%	2,325.97
Services	101.77	666.66	(564.89)	1,259.47	8,000.00	15.74%	6,740.53
Animal Control Totals	<u>6,074.14</u>	<u>6,488.66</u>	<u>(414.52)</u>	<u>46,021.12</u>	<u>77,864.06</u>	<u>59.10%</u>	<u>31,842.94</u>

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

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	441.05	1,025.01	(583.96)	5,588.74	12,300.00	45.44%	6,711.26
Personnel Services	9,841.83	10,941.64	(1,099.81)	80,669.74	131,299.58	61.44%	50,629.84
Professional/Contract Services	5,454.87	6,041.67	(586.80)	47,045.52	72,500.00	64.89%	25,454.48
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	<u>15,737.75</u>	<u>18,008.32</u>	<u>(2,270.57)</u>	<u>133,304.00</u>	<u>216,099.58</u>	<u>61.69%</u>	<u>82,795.58</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,048.34	6,583.34	(4,535.00)	37,445.59	79,000.00	47.40%	41,554.41
Personnel Services	6,353.20	7,081.23	(728.03)	55,989.59	84,974.90	65.89%	28,985.31
Professional/Contract Services	0.00	35,500.00	(35,500.00)	23,369.86	405,000.00	5.77%	381,630.14
Services	41.77	666.66	(624.89)	858.93	8,000.00	10.74%	7,141.07
Public Works Totals	<u>8,443.31</u>	<u>49,831.23</u>	<u>(41,387.92)</u>	<u>117,663.97</u>	<u>576,974.90</u>	<u>20.39%</u>	<u>459,310.93</u>

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,797.21	9,083.33	(2,286.12)	37,790.94	109,000.00	34.67%	71,209.06
Professional/Contract Services	2,075.00	2,750.00	(675.00)	23,475.00	33,000.00	71.14%	9,525.00
Parks & Recreation Totals	<u>8,872.21</u>	<u>11,833.33</u>	<u>(2,961.12)</u>	<u>61,265.94</u>	<u>142,000.00</u>	<u>43.15%</u>	<u>80,734.06</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	1,291.67	(1,291.67)	25,656.58	15,500.00	165.53%	(10,156.58)
Personnel Services	4,663.04	5,145.28	(482.24)	38,047.20	61,743.21	61.62%	23,696.01
Professional/Contract Services	113,456.26	45,041.66	68,414.60	439,020.56	540,500.00	81.22%	101,479.44
Services	1,098,218.23	194,666.67	903,551.56	2,081,731.05	2,336,000.00	89.12%	254,268.95
Community Development Totals	<u>1,216,337.53</u>	<u>246,145.28</u>	<u>970,192.25</u>	<u>2,584,455.39</u>	<u>2,953,743.21</u>	<u>87.50%</u>	<u>369,287.82</u>

10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	950.02	933.34	16.68	4,298.04	11,200.00	38.38%	6,901.96
Personnel Services	8,534.37	9,556.72	(1,022.35)	74,755.20	114,680.61	65.19%	39,925.41
Professional/Contract Services	25,354.48	25,666.66	(312.18)	218,099.97	308,000.00	70.81%	89,900.03
Services	71.77	666.66	(594.89)	1,305.88	8,000.00	16.32%	6,694.12
Fire Marshal/Building Official Totals	<u>34,910.64</u>	<u>36,823.38</u>	<u>(1,912.74)</u>	<u>298,459.09</u>	<u>441,880.61</u>	<u>67.54%</u>	<u>143,421.52</u>

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	275,677.55	31,666.67	244,010.88	748,087.23	380,000.00	196.87%	(368,087.23)

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Capital and Planning Projects Totals	<u>275,677.55</u>	<u>31,666.67</u>	<u>244,010.88</u>	<u>748,087.23</u>	<u>380,000.00</u>	<u>196.87%</u>	<u>(368,087.23)</u>
Expense Total	<u><u>1,723,836.81</u></u>	<u><u>568,894.41</u></u>	<u><u>1,154,942.40</u></u>	<u><u>5,163,725.91</u></u>	<u><u>6,805,732.73</u></u>	<u><u>75.87%</u></u>	<u><u>1,642,006.82</u></u>

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	16,245.66	17,824.16	(1,578.50)	137,281.73	213,889.92	64.18%	76,608.19
10-10-5102 Salaries - Part Time	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5106 Social Security/Medicare	1,273.44	1,363.55	(90.11)	10,786.69	16,362.58	65.92%	5,575.89
10-10-5107 TMRS	1,583.94	1,604.17	(20.23)	14,871.79	19,250.09	77.26%	4,378.30
10-10-5108 Health & Life Insurance	904.31	1,233.33	(329.02)	6,051.18	14,800.00	40.89%	8,748.82
10-10-5109 Worker's Comp	(578.15)	633.11	(1,211.26)	499.35	7,597.37	6.57%	7,098.02
10-10-5110 Texas Workforce Commission	0.00	42.00	(42.00)	18.00	504.00	3.57%	486.00
10-10-5111 Vehicle Allowance	553.84	600.00	(46.16)	4,707.64	7,200.00	65.38%	2,492.36
10-10-5112 457(b) Reimbursement	800.00	875.00	(75.00)	6,400.00	10,500.00	60.95%	4,100.00
10-10-5114 Benefits Admin Fees	6.92	12.00	(5.08)	71.72	144.00	49.81%	72.28
10-10-5115 Longevity Pay	0.00	25.00	(25.00)	240.00	300.00	80.00%	60.00
10-10-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5121 Payroll Expense/Direct	0.00	83.33	(83.33)	70.10	1,000.00	7.01%	929.90
10-10-5201 Legal Services	15,096.10	7,916.67	7,179.43	83,245.30	95,000.00	87.63%	11,754.70
10-10-5202 Audit Services	0.00	2,500.00	(2,500.00)	31,000.00	30,000.00	103.33%	(1,000.00)
10-10-5206 Professional Services	1,945.00	2,166.67	(221.67)	21,441.35	26,000.00	82.47%	4,558.65
10-10-5207 Building Inspector	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5210 Election Expenses	0.00	666.67	(666.67)	1,500.00	8,000.00	18.75%	6,500.00
10-10-5211 Bank Fees	0.00	8.33	(8.33)	60.00	100.00	60.00%	40.00
10-10-5212 Credit Card Processing Fees	25.00	208.33	(183.33)	8,083.43	2,500.00	323.34%	(5,583.43)
10-10-5213 Legal Notices Expense	432.60	583.33	(150.73)	4,450.90	7,000.00	63.58%	2,549.10
10-10-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5215 BCAD Fee	5,296.71	1,791.67	3,505.04	18,435.06	21,500.00	85.74%	3,064.94

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5216 Pest Control Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5217 Professional Cleaning Services	600.00	1,416.67	(816.67)	5,430.00	17,000.00	31.94%	11,570.00
10-10-5218 Lawn Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5221 Website Administration	0.00	458.33	(458.33)	3,792.99	5,500.00	68.96%	1,707.01
10-10-5223 Training & Travel	1,455.16	750.00	705.16	6,343.60	9,000.00	70.48%	2,656.40
10-10-5224 Dues & Subscriptions	79.00	225.00	(146.00)	2,779.80	2,700.00	102.96%	(79.80)
10-10-5225 Seminars & Meetings	0.00	250.00	(250.00)	545.00	3,000.00	18.17%	2,455.00
10-10-5227 Legislative Affairs	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5228 Tax Appraisal & Collection	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5301 Office Supplies	497.62	1,166.67	(669.05)	3,818.69	14,000.00	27.28%	10,181.31
10-10-5302 Janitorial Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	387.47	152.67	234.80	569.35	1,930.00	29.50%	1,360.65
10-10-5310 Postage	46.36	41.67	4.69	808.09	500.00	161.62%	(308.09)
10-10-5311 Building Repairs &	705.00	1,000.00	(295.00)	17,022.72	12,000.00	141.86%	(5,022.72)
10-10-5312 Recognition,	912.34	166.67	745.67	721.99	2,000.00	36.10%	1,278.01
10-10-5314 Computer & Technology	4,050.00	1,250.00	2,800.00	5,175.00	15,000.00	34.50%	9,825.00
10-10-5315 Computer Software/License	1,322.49	666.67	655.82	12,590.75	8,000.00	157.38%	(4,590.75)
10-10-5317 Equipment & Other Rentals	0.00	541.67	(541.67)	1,681.30	6,500.00	25.87%	4,818.70
10-10-5329 Mayor's Special Expense	50.70	125.00	(74.30)	50.70	1,500.00	3.38%	1,449.30
10-10-5330 Miscellaneous	0.00	83.33	(83.33)	890.63	1,000.00	89.06%	109.37
10-10-5331 Signs & Postings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5401 Utilities - Electricity	569.19	583.33	(14.14)	5,096.55	7,000.00	72.81%	1,903.45
10-10-5402 Utilities - Traffic Signals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5403 Utilities - Telephone	1,060.68	1,333.33	(272.65)	8,399.67	16,000.00	52.50%	7,600.33
10-10-5404 Mobile Technology Expense	41.77	0.00	41.77	349.68	0.00	0.00%	(349.68)

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5405 Insurance - Liability & Prop	(34.00)	666.67	(700.67)	3,901.17	8,000.00	48.76%	4,098.83
10-10-5406 Insurance - Windstorm	7,903.00	833.33	7,069.67	7,903.00	10,000.00	79.03%	2,097.00
10-10-5407 Insurance - Vehicles	34.00	83.33	(49.33)	51.00	1,000.00	5.10%	949.00
10-10-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	63,266.15	55,023.32	8,242.83	437,135.92	660,377.96	66.19%	223,242.04

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10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	6,080.00	6,718.40	(638.40)	51,680.00	80,620.80	64.10%	28,940.80
10-15-5106 Social Security/Medicare	460.62	513.96	(53.34)	3,922.11	6,167.49	63.59%	2,245.38
10-15-5107 TMRS	547.20	604.66	(57.46)	5,184.02	7,255.87	71.45%	2,071.85
10-15-5108 Health & Life Insurance	601.15	616.67	(15.52)	4,175.16	7,400.00	56.42%	3,224.84
10-15-5109 Worker's Comp	211.89	238.64	(26.75)	211.89	2,863.65	7.40%	2,651.76
10-15-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-15-5114 Benefits Admin Fees	7.40	12.00	(4.60)	25.90	144.00	17.99%	118.10
10-15-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-15-5223 Training & Travel	0.00	166.67	(166.67)	500.00	2,000.00	25.00%	1,500.00
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-15-5301 Office Supplies	103.20	83.33	19.87	783.83	1,000.00	78.38%	216.17
10-15-5309 Uniforms	0.00	14.00	(14.00)	0.00	70.00	0.00%	70.00
10-15-5310 Postage	24.38	16.67	7.71	362.05	200.00	181.03%	(162.05)
10-15-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5315 Computer Software/License	372.00	1,666.67	(1,294.67)	27,622.00	20,000.00	138.11%	(7,622.00)
Finance Totals	8,407.84	10,719.34	(2,311.50)	94,535.96	128,533.81	73.55%	33,997.85

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	49,809.49	62,577.08	(12,767.59)	377,505.48	750,925.02	50.27%	373,419.54
10-20-5102 Salaries - Part Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5104 Salaries - Overtime	673.33	1,041.67	(368.34)	16,279.89	12,500.00	130.24%	(3,779.89)
10-20-5106 Social Security/Medicare	3,916.41	4,787.15	(870.74)	30,561.32	57,445.76	53.20%	26,884.44
10-20-5107 TMRS	4,742.34	5,631.94	(889.60)	40,596.68	67,583.25	60.07%	26,986.57
10-20-5108 Health & Life Insurance	6,871.67	8,325.00	(1,453.33)	42,679.34	99,900.00	42.72%	57,220.66
10-20-5109 Worker's Comp	0.00	2,778.42	(2,778.42)	20,906.00	33,341.07	62.70%	12,435.07
10-20-5110 Texas Workforce Commission	4.74	294.00	(289.26)	442.97	3,528.00	12.56%	3,085.03
10-20-5114 Benefits Admin Fees	51.80	84.00	(32.20)	181.30	1,008.00	17.99%	826.70
10-20-5115 Longevity Pay	0.00	70.00	(70.00)	720.00	840.00	85.71%	120.00
10-20-5117 Certificate Pay	1,973.08	1,340.62	632.46	13,500.04	16,087.50	83.92%	2,587.46
10-20-5206 Professional Services	362.29	583.33	(221.04)	6,936.92	7,000.00	99.10%	63.08
10-20-5222 Investigations	213.00	250.00	(37.00)	863.78	3,000.00	28.79%	2,136.22
10-20-5223 Training & Travel	111.00	416.67	(305.67)	4,094.50	5,000.00	81.89%	905.50
10-20-5224 Dues & Subscriptions	0.00	125.00	(125.00)	805.00	1,500.00	53.67%	695.00
10-20-5230 Radio Service	0.00	333.33	(333.33)	5,147.44	4,000.00	128.69%	(1,147.44)
10-20-5231 Recruiting & Hiring Expense	620.00	125.00	495.00	1,435.00	1,500.00	95.67%	65.00
10-20-5301 Office Supplies	221.65	250.00	(28.35)	1,829.05	3,000.00	60.97%	1,170.95
10-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5309 Uniforms	2,812.24	666.67	2,145.57	6,383.93	8,000.00	79.80%	1,616.07
10-20-5310 Postage	76.09	8.33	67.76	134.50	100.00	134.50%	(34.50)
10-20-5311 Building Repairs &	0.00	166.67	(166.67)	277.72	2,000.00	13.89%	1,722.28
10-20-5313 Fuel Expense	7,287.65	2,500.00	4,787.65	26,919.30	30,000.00	89.73%	3,080.70
10-20-5314 Computer & Technology	3,501.96	1,666.67	1,835.29	12,006.54	20,000.00	60.03%	7,993.46
10-20-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5319 Vehicle Repairs & Maintenance	2,159.39	833.33	1,326.06	11,695.43	10,000.00	116.95%	(1,695.43)
10-20-5320 Traffic Equipment & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5325 Lab Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5326 Radio Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5328 Small Tools & Minor	0.00	583.33	(583.33)	2,605.17	7,000.00	37.22%	4,394.83
10-20-5330 Miscellaneous	278.94	166.67	112.27	854.46	2,000.00	42.72%	1,145.54
10-20-5404 Mobile Technology Expense	422.62	500.00	(77.38)	5,260.28	6,000.00	87.67%	739.72
10-20-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	5,784.75	8,000.00	72.31%	2,215.25
10-20-5407 Insurance - Vehicles	0.00	583.33	(583.33)	6,390.50	7,000.00	91.29%	609.50
10-20-5410 Vehicle Replacement Fund	0.00	4,083.33	(4,083.33)	0.00	49,000.00	0.00%	49,000.00
Police Totals	86,109.69	101,438.21	(15,328.52)	642,797.29	1,217,258.60	52.81%	574,461.31

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10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	3,361.60	3,714.58	(352.98)	28,573.60	44,575.02	64.10%	16,001.42
10-21-5104 Salaries - Overtime	0.00	83.33	(83.33)	441.28	1,000.00	44.13%	558.72
10-21-5106 Social Security/Medicare	250.16	284.17	(34.01)	2,168.19	3,409.99	63.58%	1,241.80
10-21-5107 TMRS	302.54	334.31	(31.77)	2,927.12	4,011.75	72.96%	1,084.63
10-21-5108 Health & Life Insurance	580.73	616.67	(35.94)	4,063.62	7,400.00	54.91%	3,336.38
10-21-5109 Worker's Comp	0.00	131.94	(131.94)	1,718.00	1,583.30	108.51%	(134.70)
10-21-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-21-5114 Benefits Admin Fees	7.40	6.00	1.40	25.90	72.00	35.97%	46.10
10-21-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-21-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5223 Training & Travel	289.19	125.00	164.19	1,347.08	1,500.00	89.81%	152.92
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	91.95	300.00	30.65%	208.05
10-21-5229 Contractual Services	0.00	208.33	(208.33)	535.00	2,500.00	21.40%	1,965.00
10-21-5301 Office Supplies	0.00	16.67	(16.67)	151.64	200.00	75.82%	48.36
10-21-5309 Uniforms	330.00	41.67	288.33	653.44	500.00	130.69%	(153.44)
10-21-5310 Postage	4.77	16.67	(11.90)	27.56	200.00	13.78%	172.44
10-21-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5313 Fuel Expense	845.98	83.33	762.65	1,654.48	1,000.00	165.45%	(654.48)
10-21-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	36.08	1,000.00	3.61%	963.92
10-21-5328 Small Tools & Minor	0.00	25.00	(25.00)	277.71	300.00	92.57%	22.29
10-21-5404 Mobile Technology Expense	101.77	0.00	101.77	750.22	0.00	0.00%	(750.22)
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	509.25	1,000.00	50.93%	490.75
10-21-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Animal Control Totals	6,074.14	6,488.66	(414.52)	46,021.12	77,864.06	59.10%	31,842.94

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

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10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	7,129.60	7,805.72	(676.12)	60,425.18	93,668.64	64.51%	33,243.46
10-25-5104 Salaries - Overtime	12.42	166.67	(154.25)	245.43	2,000.00	12.27%	1,754.57
10-25-5106 Social Security/Medicare	540.63	597.14	(56.51)	4,603.54	7,165.65	64.24%	2,562.11
10-25-5107 TMRS	651.08	702.52	(51.44)	6,165.87	8,430.18	73.14%	2,264.31
10-25-5108 Health & Life Insurance	1,152.25	1,233.33	(81.08)	8,066.62	14,800.00	54.50%	6,733.38
10-25-5109 Worker's Comp	248.75	277.26	(28.51)	248.75	3,327.11	7.48%	3,078.36
10-25-5110 Texas Workforce Commission	0.00	42.00	(42.00)	18.00	504.00	3.57%	486.00
10-25-5114 Benefits Admin Fees	14.80	12.00	2.80	51.80	144.00	35.97%	92.20
10-25-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-25-5117 Certificate Pay	92.30	100.00	(7.70)	784.55	1,200.00	65.38%	415.45
10-25-5203 Attorney/Prosecutor Fees	4,312.50	4,166.67	145.83	33,462.50	50,000.00	66.93%	16,537.50
10-25-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5209 Judge Fees	1,050.00	1,666.67	(616.67)	12,468.75	20,000.00	62.34%	7,531.25
10-25-5220 Interpreter Services	92.37	125.00	(32.63)	359.27	1,500.00	23.95%	1,140.73
10-25-5223 Training & Travel	0.00	83.33	(83.33)	755.00	1,000.00	75.50%	245.00
10-25-5301 Office Supplies	364.21	250.00	114.21	2,011.90	3,000.00	67.06%	988.10
10-25-5308 Jury Trial Expense	0.00	125.00	(125.00)	685.82	1,500.00	45.72%	814.18
10-25-5309 Uniforms	0.00	41.67	(41.67)	32.00	500.00	6.40%	468.00
10-25-5310 Postage	76.84	41.67	35.17	115.02	500.00	23.00%	384.98
10-25-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5315 Computer Software/License	0.00	566.67	(566.67)	2,744.00	6,800.00	40.35%	4,056.00
10-25-5408 Fines	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	15,737.75	18,008.32	(2,270.57)	133,304.00	216,099.58	61.69%	82,795.58

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	4,706.80	5,074.16	(367.36)	39,347.70	60,889.92	64.62%	21,542.22
10-30-5104 Salaries - Overtime	258.30	333.33	(75.03)	2,432.34	4,000.00	60.81%	1,567.66
10-30-5106 Social Security/Medicare	375.33	388.17	(12.84)	3,164.78	4,658.08	67.94%	1,493.30
10-30-5107 TMRS	446.86	456.67	(9.81)	4,210.05	5,480.09	76.82%	1,270.04
10-30-5108 Health & Life Insurance	565.91	616.67	(50.76)	3,963.72	7,400.00	53.56%	3,436.28
10-30-5109 Worker's Comp	0.00	180.23	(180.23)	2,802.00	2,162.81	129.55%	(639.19)
10-30-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-30-5114 Benefits Admin Fees	0.00	6.00	(6.00)	0.00	72.00	0.00%	72.00
10-30-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-30-5219 Roads, Bridges & Drainage	0.00	30,083.33	(30,083.33)	0.00	340,000.00	0.00%	340,000.00
10-30-5223 Training & Travel	0.00	0.00	0.00	490.00	0.00	0.00%	(490.00)
10-30-5229 Contractual Services	0.00	5,416.67	(5,416.67)	22,879.86	65,000.00	35.20%	42,120.14
10-30-5301 Office Supplies	138.55	416.67	(278.12)	1,762.12	5,000.00	35.24%	3,237.88
10-30-5309 Uniforms	0.00	83.33	(83.33)	593.18	1,000.00	59.32%	406.82
10-30-5313 Fuel Expense	776.67	333.33	443.34	2,730.36	4,000.00	68.26%	1,269.64
10-30-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5317 Equipment & Other Rentals	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
10-30-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5319 Vehicle Repairs & Maintenance	293.66	250.00	43.66	649.27	3,000.00	21.64%	2,350.73
10-30-5321 Public Works Maintenance	0.00	1,666.67	(1,666.67)	18,449.40	20,000.00	92.25%	1,550.60
10-30-5322 Special Road Work	0.00	1,250.00	(1,250.00)	9,305.50	15,000.00	62.04%	5,694.50
10-30-5328 Small Tools & Minor	0.00	666.67	(666.67)	617.98	8,000.00	7.72%	7,382.02
10-30-5331 Signs & Postings	839.46	666.67	172.79	3,337.78	8,000.00	41.72%	4,662.22
10-30-5404 Mobile Technology Expense	41.77	0.00	41.77	349.68	0.00	0.00%	(349.68)
10-30-5407 Insurance - Vehicles	0.00	83.33	(83.33)	509.25	1,000.00	50.93%	490.75
10-30-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works Totals	8,443.31	49,831.23	(41,387.92)	117,663.97	576,974.90	20.39%	459,310.93

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5229 Contractual Services	2,075.00	2,750.00	(675.00)	23,475.00	33,000.00	71.14%	9,525.00
10-32-5301 Office Supplies	0.00	208.33	(208.33)	74.72	2,500.00	2.99%	2,425.28
10-32-5309 Uniforms	0.00	83.33	(83.33)	148.00	1,000.00	14.80%	852.00
10-32-5317 Equipment & Other Rentals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5323 Park Improvements	(8,439.13)	2,916.67	(11,355.80)	0.00	35,000.00	0.00%	35,000.00
10-32-5324 Park Maintenance	15,236.34	5,833.33	9,403.01	37,310.72	70,000.00	53.30%	32,689.28
10-32-5330 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5331 Signs & Postings	0.00	41.67	(41.67)	257.50	500.00	51.50%	242.50
Parks & Recreation Totals	<u>8,872.21</u>	<u>11,833.33</u>	<u>(2,961.12)</u>	<u>61,265.94</u>	<u>142,000.00</u>	<u>43.15%</u>	<u>80,734.06</u>

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10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,309.08	3,624.40	(315.32)	28,276.29	43,492.80	65.01%	15,216.51
10-35-5104 Salaries - Overtime	94.53	125.00	(30.47)	384.33	1,500.00	25.62%	1,115.67
10-35-5106 Social Security/Medicare	255.88	277.27	(21.39)	2,170.39	3,327.20	65.23%	1,156.81
10-35-5107 TMRS	306.32	326.20	(19.88)	2,888.01	3,914.35	73.78%	1,026.34
10-35-5108 Health & Life Insurance	572.32	616.67	(44.35)	3,993.43	7,400.00	53.97%	3,406.57
10-35-5109 Worker's Comp	117.51	128.74	(11.23)	117.51	1,544.86	7.61%	1,427.35
10-35-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-35-5114 Benefits Admin Fees	7.40	6.00	1.40	28.24	72.00	39.22%	43.76
10-35-5115 Longevity Pay	0.00	20.00	(20.00)	180.00	240.00	75.00%	60.00
10-35-5206 Professional Services	0.00	4,208.33	(4,208.33)	0.00	50,500.00	0.00%	50,500.00
10-35-5208 Engineering Services	(294,480.61)	(42,166.67)	(252,313.94)	31,083.69	75,000.00	41.44%	43,916.31
10-35-5232 Early Plat - Admin Fee	52,179.02	0.00	52,179.02	52,179.02	0.00	0.00%	(52,179.02)
10-35-5233 Eng Svc: Permits/Inspections	223,323.09	40,000.00	183,323.09	223,323.09	200,000.00	111.66%	(23,323.09)
10-35-5234 Eng Svc: Plan Review	75,994.76	19,000.00	56,994.76	75,994.76	95,000.00	79.99%	19,005.24
10-35-5235 Eng Svc: Platting	56,440.00	24,000.00	32,440.00	56,440.00	120,000.00	47.03%	63,560.00
10-35-5301 Office Supplies	0.00	83.33	(83.33)	616.58	1,000.00	61.66%	383.42
10-35-5309 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-35-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5315 Computer Software/License	0.00	1,166.67	(1,166.67)	25,040.00	14,000.00	178.86%	(11,040.00)
10-35-5411 TIF Fund/MUD 31 Payable	1,098,218.23	194,666.67	903,551.56	2,081,731.05	2,336,000.00	89.12%	254,268.95
Community Development Totals	<u>1,216,337.53</u>	<u>246,145.28</u>	<u>970,192.25</u>	<u>2,584,455.39</u>	<u>2,953,743.21</u>	<u>87.50%</u>	<u>369,287.82</u>

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	6,710.46	7,415.06	(704.60)	57,038.93	88,980.72	64.10%	31,941.79
10-36-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5106 Social Security/Medicare	471.44	567.25	(95.81)	4,060.43	6,807.03	59.65%	2,746.60
10-36-5107 TMRS	603.94	667.36	(63.42)	5,720.91	8,008.26	71.44%	2,287.35
10-36-5108 Health & Life Insurance	748.53	616.67	131.86	5,166.59	7,400.00	69.82%	2,233.41
10-36-5109 Worker's Comp	0.00	263.38	(263.38)	2,697.00	3,160.60	85.33%	463.60
10-36-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-36-5114 Benefits Admin Fees	0.00	6.00	(6.00)	2.34	72.00	3.25%	69.66
10-36-5115 Longevity Pay	0.00	0.00	0.00	60.00	0.00	0.00%	(60.00)
10-36-5207 Building Inspector	24,885.00	25,000.00	(115.00)	213,220.00	300,000.00	71.07%	86,780.00
10-36-5223 Training & Travel	469.48	333.33	136.15	2,257.15	4,000.00	56.43%	1,742.85
10-36-5224 Dues & Subscriptions	0.00	333.33	(333.33)	2,622.82	4,000.00	65.57%	1,377.18
10-36-5301 Office Supplies	0.00	41.67	(41.67)	889.05	500.00	177.81%	(389.05)
10-36-5303 Public Education & Training	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-36-5307 Investigation Supplies	0.00	83.33	(83.33)	15.50	1,000.00	1.55%	984.50
10-36-5309 Uniforms	393.00	83.33	309.67	468.00	1,000.00	46.80%	532.00
10-36-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-36-5313 Fuel Expense	527.05	166.67	360.38	2,044.46	2,000.00	102.22%	(44.46)
10-36-5319 Vehicle Repairs & Maintenance	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-36-5328 Small Tools & Minor	29.97	166.67	(136.70)	881.03	2,000.00	44.05%	1,118.97
10-36-5404 Mobile Technology Expense	71.77	0.00	71.77	609.88	0.00	0.00%	(609.88)
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	696.00	1,000.00	69.60%	304.00
10-36-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Fire Marshal/Building Official Totals	34,910.64	36,823.38	(1,912.74)	298,459.09	441,880.61	67.54%	143,421.52

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10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5620 Building Purchase,	275,677.55	31,666.67	244,010.88	748,087.23	380,000.00	196.87%	(368,087.23)
10-90-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5640 Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5650 Vehicles & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital and Planning Projects Totals	275,677.55	31,666.67	244,010.88	748,087.23	380,000.00	196.87%	(368,087.23)
Expense Totals	1,723,836.81	568,894.41	1,154,942.40	5,163,725.91	6,805,732.73	75.87%	1,642,006.82

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	19,980.46	0.00	19,980.46	157,248.74	0.00	0.00%	(157,248.74)
Revenue Totals	<u>19,980.46</u>	<u>0.00</u>	<u>19,980.46</u>	<u>157,248.74</u>	<u>0.00</u>	<u>0.00%</u>	<u>(157,248.74)</u>
Expense Summary							
Personnel Services	236.78	416.67	(179.89)	1,189.94	5,000.00	23.80%	3,810.06
Professional/Contract Services	4,253.40	1,250.00	3,003.40	4,253.40	15,000.00	28.36%	10,746.60
Materials & Supplies	874.00	1,666.67	(792.67)	5,069.41	20,000.00	25.35%	14,930.59
Capital Outlay	39,820.00	11,666.67	28,153.33	39,820.00	140,000.00	28.44%	100,180.00
Expense Totals	<u>45,184.18</u>	<u>15,000.01</u>	<u>30,184.17</u>	<u>50,332.75</u>	<u>180,000.00</u>	<u>27.96%</u>	<u>129,667.25</u>

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	19,980.46	0.00	19,980.46	157,248.74	0.00	0.00%	(157,248.74)
Sales Tax Totals	19,980.46	0.00	19,980.46	157,248.74	0.00	0.00%	(157,248.74)
Revenue Totals	19,980.46	0.00	19,980.46	157,248.74	0.00	0.00%	(157,248.74)

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	39,820.00	11,666.67	28,153.33	39,820.00	140,000.00	28.44%	100,180.00
Materials & Supplies	874.00	1,666.67	(792.67)	5,069.41	20,000.00	25.35%	14,930.59
Personnel Services	236.78	416.67	(179.89)	1,189.94	5,000.00	23.80%	3,810.06
Professional/Contract Services	4,253.40	1,250.00	3,003.40	4,253.40	15,000.00	28.36%	10,746.60
Police Totals	<u>45,184.18</u>	<u>15,000.01</u>	<u>30,184.17</u>	<u>50,332.75</u>	<u>180,000.00</u>	<u>27.96%</u>	<u>129,667.25</u>
Expense Total	<u>45,184.18</u>	<u>15,000.01</u>	<u>30,184.17</u>	<u>50,332.75</u>	<u>180,000.00</u>	<u>27.96%</u>	<u>129,667.25</u>

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5104 Salaries - Overtime	236.78	416.67	(179.89)	1,189.94	5,000.00	23.80%	3,810.06
20-20-5206 Professional Services	55.00	0.00	55.00	55.00	0.00	0.00%	(55.00)
20-20-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5222 Investigations	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5223 Training & Travel	4,198.40	833.33	3,365.07	4,198.40	10,000.00	41.98%	5,801.60
20-20-5301 Office Supplies	474.00	500.00	(26.00)	3,144.05	6,000.00	52.40%	2,855.95
20-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5307 Investigation Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5314 Computer & Technology	400.00	416.67	(16.67)	1,382.00	5,000.00	27.64%	3,618.00
20-20-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5317 Equipment & Other Rentals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5330 Miscellaneous	0.00	416.67	(416.67)	543.36	5,000.00	10.87%	4,456.64
20-20-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5650 Vehicles & Machinery	39,820.00	11,666.67	28,153.33	39,820.00	140,000.00	28.44%	100,180.00
Police Totals	45,184.18	15,000.01	30,184.17	50,332.75	180,000.00	27.96%	129,667.25
Expense Totals	45,184.18	15,000.01	30,184.17	50,332.75	180,000.00	27.96%	129,667.25

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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Debt Service	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Totals	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)

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30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
30-4910 Interest Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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30 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)
Administration Totals	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Total	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)

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30 - Capital Improvements Plan Fund (Adminstration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	6,250.00	(6,250.00)	75,000.00	75,000.00	100.00%	0.00
30-10-5502 Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5503 Long Term Debt Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5507 Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5510 Bond Issuance Cost	9,500.00	0.00	9,500.00	9,500.00	0.00	0.00%	(9,500.00)
30-10-5513 Interest on Debt	0.00	2,000.00	(2,000.00)	23,970.00	24,000.00	99.88%	30.00
30-10-5514 Amortization of Bonds & Other	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5515 Amortization of Premium &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5519 Interest Expenditures	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Adminstration Totals	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Totals	9,500.00	8,250.00	1,250.00	108,470.00	99,000.00	109.57%	(9,470.00)

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35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Expense Summary							
Professional/Contract Services	22,976.00	0.00	22,976.00	48,618.75	0.00	0.00%	(48,618.75)
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Expense Totals	22,976.00	2,916.67	20,059.33	48,618.75	35,000.00	138.91%	(13,618.75)

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35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Not Categorized							
35-4230 Impact Study	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous							
35-4802 TWDB	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Miscellaneous Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)

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35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Professional/Contract Services	22,976.00	0.00	22,976.00	48,618.75	0.00	0.00%	(48,618.75)
Administration Totals	22,976.00	2,916.67	20,059.33	48,618.75	35,000.00	138.91%	(13,618.75)
Expense Total	22,976.00	2,916.67	20,059.33	48,618.75	35,000.00	138.91%	(13,618.75)

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35 - Capital Improvements Plan Fund (Administration)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	22,976.00	0.00	22,976.00	48,618.75	0.00	0.00%	(48,618.75)
35-10-5660 Contingency/Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Administration Totals	22,976.00	2,916.67	20,059.33	48,618.75	35,000.00	138.91%	(13,618.75)
Expense Totals	22,976.00	2,916.67	20,059.33	48,618.75	35,000.00	138.91%	(13,618.75)

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36 - State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grant Income	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Revenue Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Expense Summary							
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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36 - State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grant Income							
36-4803 State & Federal Grants	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Grant Income Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)
Revenue Totals	0.00	0.00	0.00	1,142.66	0.00	0.00%	(1,142.66)

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36 - State & Federal Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
State & Federal Grants Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Total	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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36 - State & Federal Grants State & Federal Grants	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
36-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
36-20-5309 Uniforms	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
State & Federal Grants Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	609.24	208.33	400.91	5,233.98	2,500.00	209.36%	(2,733.98)
Revenue Totals	609.24	208.33	400.91	5,233.98	2,500.00	209.36%	(2,733.98)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Expense Totals	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)

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40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	609.24	208.33	400.91	5,233.98	2,500.00	209.36%	(2,733.98)
Fines & Forfeitures Totals	609.24	208.33	400.91	5,233.98	2,500.00	209.36%	(2,733.98)
Revenue Totals	609.24	208.33	400.91	5,233.98	2,500.00	209.36%	(2,733.98)

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40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Municipal Court Totals	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Expense Total	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)

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40 - Court Technology Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
40-25-5332 Court Technology	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Municipal Court Totals	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Expense Totals	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	742.51	208.33	534.18	6,359.67	2,500.00	254.39%	(3,859.67)
Revenue Totals	742.51	208.33	534.18	6,359.67	2,500.00	254.39%	(3,859.67)
Expense Summary							
Materials & Supplies	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)
Expense Totals	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)

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41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	742.51	208.33	534.18	6,359.67	2,500.00	254.39%	(3,859.67)
Fines & Forfeitures Totals	742.51	208.33	534.18	6,359.67	2,500.00	254.39%	(3,859.67)
Revenue Totals	742.51	208.33	534.18	6,359.67	2,500.00	254.39%	(3,859.67)

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41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)
Expense Total	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)

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41 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
41-25-5333 Court Security	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)
Expense Totals	182.50	0.00	182.50	182.50	0.00	0.00%	(182.50)

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Financial Statement
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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Summary							
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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50 - Vehicle Replacement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
50-4000 Vehicle Replacement Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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

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

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	8,466,345.09	
	10-1003	First State Bank - Manvel	154,458.93	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,269.33	
	10-1006	TexStar CD	108,407.44	
	10-1007	Veritex - CD 5471	99,787.18	
	10-1100	Accounts Receivable	10,277.00	
	10-1111	Sales Tax Receivable	57,743.00	
	10-1112	Allowance for Fines Receivable	(241,997.04)	
	10-1113	Fines Receivable	254,734.00	
	10-1114	Property Taxes Receivable	20,966.00	
	10-1115	Property Tax Receivable - P & I	9,453.00	
	Total Assets		8,946,743.93	
				8,946,743.93

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	387,347.78	
	10-2001	Accounts Payable at Year End	(286,602.03)	
	10-2200	Wages Payable	(395.01)	
	10-2201	Employee Dental Insurance	(525.96)	
	10-2205	TMRs Payable	4,322.17	
	10-2206	Texas Workforce Commission Payable	(2,615.26)	
	10-2207	Health & Life Insurance Payable	(24,117.23)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	42,316.96	
	10-2301	Collections	284.43	
	10-2304	Credit Card Fee	4,019.42	
	10-2305	Deferred Revenues - Fines	12,737.00	
	10-2405	Deferred Inflows-Prop taxes	40,696.00	
	10-2410	Bond 1 - Series 2020	1,186,220.00	
	10-2501	Baseball Field Reserve	1,957.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	3,575.00	
	10-2512	Old Airline Market-Axis Dev	207.50	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	10,148.27	
	10-2524	Meritage Homes of Texas, LLC	12,500.00	
	10-2525	Corona Virus Relief Fund	122,595.00	
	10-2526	Public Safety Building Reserve	500,000.00	
	10-2527	Public Park Reserves	35,000.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	157,915.76	
	10-2531	Early Plat - Sierra VW Sec 9	223,301.60	
	10-2533	Police Training Fund	(4,840.65)	
	10-2534	Unearned Revenue (Merid Sec 58)	490,669.84	
	10-2535	Unearned Revenue (Merid Sec 57)	98,894.02	
	10-2602	Due to Retainer Fund	(12,500.00)	
	10-2603	Due to Crime Prevention	(3,859.99)	
	10-2606	Due to ARPA Fund	791.61	

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
		Total Liabilities	4,729,787.41	
Fund Balance				
	10-3000	Fund Balance	50,287.12	
		Total Fund Balance	50,287.12	
		Total Revenue	6,295,537.99	
		Total Expenses	5,163,725.91	
		Current Year Increase (Decrease)	4,166,669.40	
		Fund Balance Total	50,287.12	
		Current Year Increase (Decrease)	4,166,669.40	
		Total Fund Balance/Equity	4,216,956.52	
		Total Liabilities & Fund Balance		8,946,743.93

City of Iowa Colony
Balance Sheet
As of May 31, 2022

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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1002	Retainer Account	1,093,471.91	
	11-1301	Due from General Fund	(32,500.00)	
	Total Assets		<u>1,060,971.91</u>	
				<u><u>1,060,971.91</u></u>

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2010	Accounts Payable	10,325.00	
	11-2400	Road Damage Deposit	475,000.00	
	11-2502	Baymark Pipeline LLC	182,437.50	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	20,393.79	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	(5,903.92)	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(25,020.74)	
	11-2513	Sierra Vista - Land Tejas	3,208.10	
	11-2514	Sierra Vista West - Land Tejas	28,232.65	
	11-2515	South Texas NGL Pipeline, LLC	183,022.50	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	20,881.31	
	11-2517	Sterling Lakes - Land Tejas	7,144.09	
	11-2521	Meritage/Rise- BCMUD 57	742.60	
	11-2529	Meridiana PUD Amendment	10,000.00	
	Total Liabilities		944,488.92	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Total Fund Balance/Equity	116,482.99	
	Total Liabilities & Fund Balance			1,060,971.91

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	132,185.32	
	20-1301	Due from General Fund	(3,859.99)	
	Total Assets		<u>128,325.33</u>	
				<u>128,325.33</u>

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	44,759.90	
	Total Liabilities		44,759.90	
Fund Balance				
	20-3000	Fund Balance	233,635.88	
	Total Fund Balance		233,635.88	
		Total Revenue	157,248.74	
		Total Expenses	50,332.75	
		Current Year Increase (Decrease)	(150,070.45)	
		Fund Balance Total	233,635.88	
		Current Year Increase (Decrease)	(150,070.45)	
		Total Fund Balance/Equity	83,565.43	
	Total Liabilities & Fund Balance			128,325.33

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(108,470.00)	
	Total Assets		(108,470.00)	
				(108,470.00)

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
		Total Revenue	0.00	
		Total Expenses	108,470.00	
		Current Year Increase (Decrease)	(108,470.00)	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	(108,470.00)	
		Total Fund Balance/Equity	(108,470.00)	
Total Liabilities & Fund Balance				(108,470.00)

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	51,381.25	
	Total Assets		51,381.25	
				51,381.25

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
		Total Revenue	100,000.00	
		Total Expenses	48,618.75	
		Current Year Increase (Decrease)	51,381.25	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	51,381.25	
		Total Fund Balance/Equity	51,381.25	
Total Liabilities & Fund Balance				51,381.25

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	1,142.66	
	Total Assets		1,142.66	
				1,142.66

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
		Total Revenue	1,142.66	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,142.66	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	1,142.66	
		Total Fund Balance/Equity	1,142.66	
		Total Liabilities & Fund Balance		1,142.66

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	5,190.96	
	Total Assets		5,190.96	
				5,190.96

Copy

City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	22,258.51	
	Total Fund Balance		22,258.51	
		Total Revenue	5,233.98	
		Total Expenses	119.98	
		Current Year Increase (Decrease)	(17,067.55)	
		Fund Balance Total	22,258.51	
		Current Year Increase (Decrease)	(17,067.55)	
		Total Fund Balance/Equity	5,190.96	
	Total Liabilities & Fund Balance			5,190.96

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	6,271.44	
	Total Assets		6,271.44	
				6,271.44

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	22,844.91	
	Total Fund Balance		22,844.91	
		Total Revenue	6,359.67	
		Total Expenses	182.50	
		Current Year Increase (Decrease)	(16,573.47)	
		Fund Balance Total	22,844.91	
		Current Year Increase (Decrease)	(16,573.47)	
		Total Fund Balance/Equity	6,271.44	
	Total Liabilities & Fund Balance			6,271.44

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Assets				
	45-1301	Due from General Fund	791.61	
	Total Assets		791.61	
				791.61

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Fund Balance				
	45-3000	Fund Balance	401,337.60	
	Total Fund Balance		401,337.60	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(400,545.99)	
		Fund Balance Total	401,337.60	
		Current Year Increase (Decrease)	(400,545.99)	
		Total Fund Balance/Equity	791.61	
	Total Liabilities & Fund Balance			791.61

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Fund Balance				
	50-3000	Fund Balance	180,000.00	
	Total Fund Balance		180,000.00	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(180,000.00)	
		Fund Balance Total	180,000.00	
		Current Year Increase (Decrease)	(180,000.00)	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			0.00

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	1,687,932.00	
	99-1210	Due From General Fund	387,347.78	
	99-1220	Due From Crime Prevention District Fund	44,759.90	
	Total Assets		<u>2,120,039.68</u>	
				<u><u>2,120,039.68</u></u>

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City of Iowa Colony
Balance Sheet
As of May 31, 2022

6/24/2022 11:00 AM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	432,107.68	
	99-2999	Due To Other Funds	1,687,932.00	
	Total Liabilities		<u>2,120,039.68</u>	
		Total Revenue	0.00	
		Total Expenses	<u>0.00</u>	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	<u>0.00</u>	
		Total Fund Balance/Equity	<u>0.00</u>	
	Total Liabilities & Fund Balance			<u><u>2,120,039.68</u></u>

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

Monthly Report May 2022

Offense	April 2022	May 2022
Burglary	1	1
Theft	2	4
Robbery	0	0
Total Index Crimes Reported	3	5
Reports Taken		
Misdemeanor	16	11
Felony	5	5
Charges Filed/Arrests		
Misdemeanor	10	6
Felony	0	1
Outside Agency Warrant Arrest	1	1
Traffic Enforcement		
Citations	314	170
Warnings	62	36
Crash Investigations		
Minor Crashes	10	6
Major Crashes	3	7
Fatality Crashes	0	0
Calls for Service		
Alarms	39	50
Assist Other Agency	34	27
Disturbance	10	17
Other	148	118
Security Checks	53	23
Suspicious Activity/Persons	27	9

Significant Events

- May 3 – Officer was dispatched to Sacred Heart Church in reference to criminal mischief. Three juveniles were found spray painting a wall inside a building on the church property. When confronted by a church employee all three juveniles ran from the building on foot. An investigation into the damages is ongoing.
- May 11 – Officers were dispatched to the 8600 block of Iowa Colony Blvd in reference to a disturbance. After an investigation, a male was arrested for Criminal Trespass and Criminal Mischief. After a continued investigation into the incident, a warrant was later issued on the same person for Animal Cruelty. That warrant was served while the individual was still in the Brazoria County Jail on previous charges.



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

- May 15 – Officer was dispatched to the 9900 block of Sterling Gate Dr in reference to a disturbance. Upon arrival, it was found that a male had pointed a gun at two people during a road rage incident that ended at this location. While at this location the male crashed his vehicle into a parked vehicle without leaving proper contact information. Officers located the individual at his residence where he was arrested for Deadly Conduct and Duty Upon Striking an Unattended Vehicle.
- May 16 – Officer was dispatched to the 2600 block of Howlite in reference to a stolen vehicle. The complainant stated that her juvenile sister had stolen her vehicle from the residence. Prior to the officer's arrival, the juvenile returned in the vehicle. After an investigation, a juvenile Directive to Apprehend was obtained and the juvenile was transported to the Brazoria County Juvenile Detention Center.
- May 19 – Officer was dispatched to the 9700 block of Blue Sapphire Ln in reference to a disturbance. Upon arrival a juvenile attempted to evade officers by running from the scene. The juvenile was detained and transported to the Brazoria County Juvenile Detention Center.
- May 24 – Officer was dispatched to the 3300 block of Meridiana Pkwy in reference to an illegal dumping complaint. The complainant stated that upon returning to their construction site they found the dumpster had been filled with various boxes and trash. After an investigation, the person responsible for the dumping was located. The person stated they would pay to have the dumpster cleaned out.
- May 30 – Officers conducted a traffic stop on a vehicle in the 3200 block of Meridiana Pkwy. During a search of the vehicle, a felony amount of marijuana was located in the vehicle. The driver of the vehicle was arrested for felony Possession of Marijuana.



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

MONTHLY REPORT- May 2022

June 13, 2022

Mayor and Council,

See May 2022 monthly report for both the Building Department and Fire Marshal's Office below.

Building Department

Inspections Conducted by BBG-

Building Inspections-	248
Plumbing Inspections -	429
Mechanical Inspections-	151
Electrical Inspections-	278
Fire Inspections-	3

Total- 1106

Inspections Conducted by City Inspector

Building-	267
City Ordinance Violations-	24
Animal Control Violations-	<u>16</u>

Total- 307

May 2021 City Paid out to Contract Inspectors

Inspections \$47,355.00 Plan Review pay out \$24,157.29

Total \$71,512.29

Fees paid for Inspection services to BBG Consulting, Inc.

April 2022, Total Inspections **1106**

Total paid to BBG \$24,885.00

Building Department: A total of **116** Plan reviews for construction were conducted.

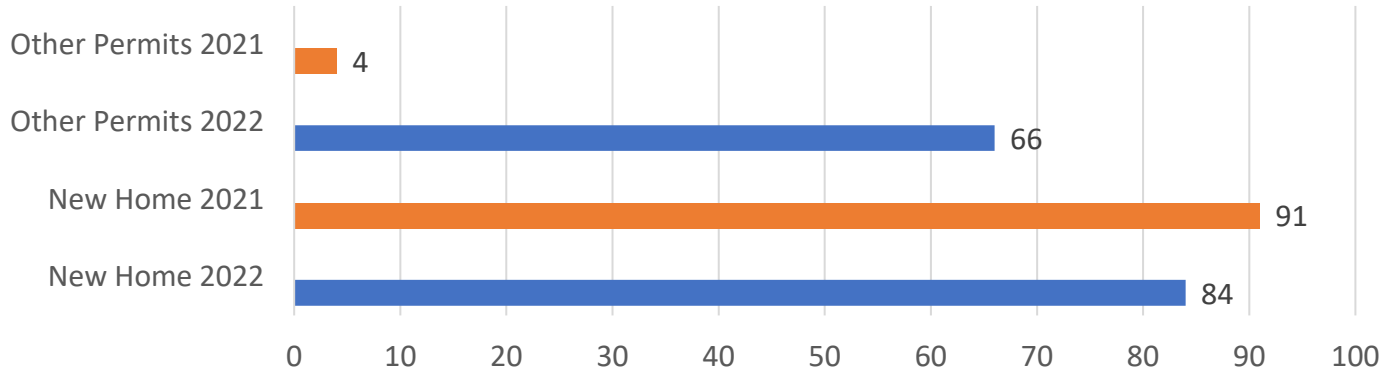
Fire Marshals Report:

- All finals have been conducted for the Iowa Colony High School; a Temporary Certificate of Occupancy has been issued.
- Final Fire Marshal Inspections were conducted to 5 new businesses located at 3331 Meridiana.

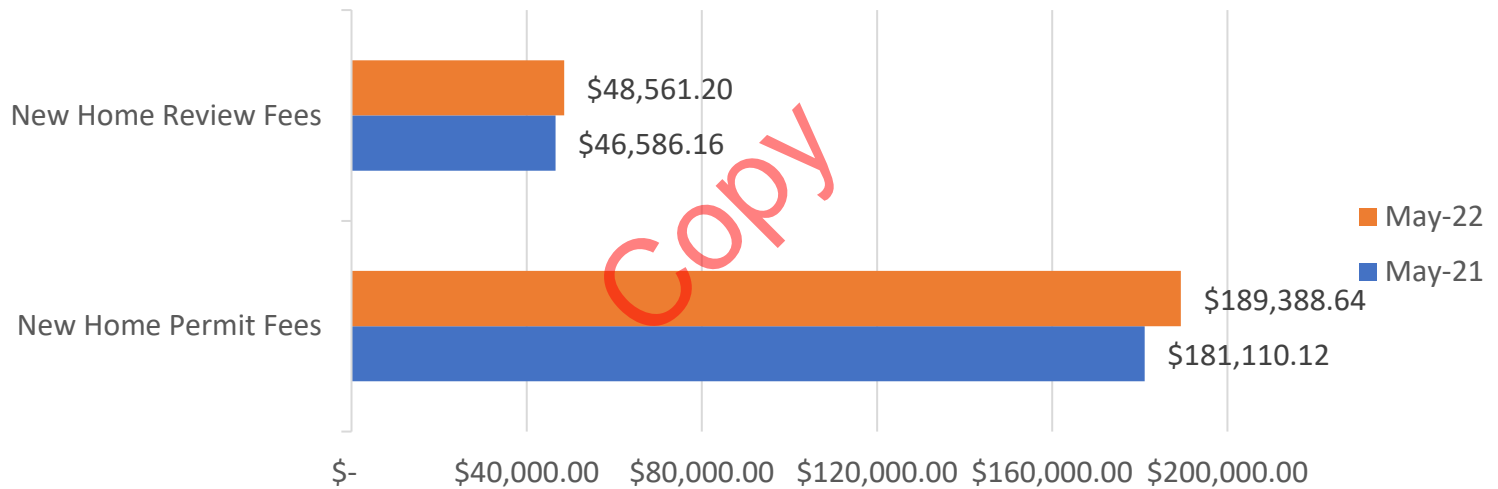
Thanks,

Albert Cantu, Fire Marshal/Building Official

Permits Issued - May



May Permit Fees



COMMERCIAL PROJECTS STARTED IN MAY

- MONTESSORI DAYCARE 2820 MERIDIANA PARKWAY
- EMS & FIRESTATION 3042 MERIDIANA PARKWAY
- EASY VET – VETERINARY OFFICE 3331 MERIDIANA PKWY SUITE 400

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
THANKING THE SPONSORS OF THE CITY'S INDEPENDENCE DAY
CELEBRATION AND URGING ALL PEOPLE TO PARTICIPATE.**

WHEREAS the City of Iowa Colony wishes to celebrate the birth of our nation; and

WHEREAS fireworks displays have been a time-honored, family-oriented form of celebrating Independence Day since John Adams wrote to his wife upon signing the Declaration of Independence that Independence Day "will be celebrated, by succeeding Generations, as the great anniversary Festival," with "Illuminations from one End of this Continent to the other from this Time forward forever more;" and

WHEREAS the City of Iowa Colony will continue this tradition with festivities beginning at 5:00 p.m., Monday, July 4, 2022, at Alvin ISD Freedom Field, 10855 Iowa Colony Boulevard; and

WHEREAS this celebration will include a fireworks display beginning at 9:30 p.m.; and

WHEREAS several friends of Iowa Colony have generously sponsored the City's fireworks display;

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

1. The City of Iowa Colony expresses its sincere gratitude for the generous contributions of the sponsors of the City's fireworks display on July 4, 2022:

GOLD Sponsors:

Adico, LLC
Astro Sierra Vista LP (Land Tejas)
Joiner Architects and DBR

SILVER Sponsors:

GR-M1, Ltd dba Meridiana
EHRA Engineering

BRONZE Sponsors:

Coats Rose, P.C.
ABHR
Ron & Susan Cox; Ron Cox Consulting
The Muller Law Group, PLLC
Laurence E. Boyd, Attorney At Law

2. The City of Iowa Colony urges all people to join together in our celebration of Independence Day on July 4, 2022.

READ, PASSED, AND APPROVED ON JUNE 27, 2022

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

ATTEST:

Kayleen Rosser, City Secretary

Copy



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

IOWA COLONY PLANNING AND ZONING COMMISSION
MINUTES OF JUNE 7, 2022

Members present: David Hurst, Tim Varlack, Brenda Dillon, Les Hosey, Brian Johnson, and Terry Hayes

Members absent: Steven Byrum-Bratsen

Others present: Dinh Ho, Robert Hemminger, Brad Sweitzer

MEETING- 7:00 P.M.

1. Chairman Hurst called the meeting to order at 7:00 P.M.

2. Administer the Oath of Office to newly appointed members. City Secretary, Kayleen Rosser administered the Oath of Office to newly appointed member Brenda Dillon.

3. Citizens Comments.

- Lawrence Jasso- Stated his concern with flooding and all the developments being built out here. He asked about the time frame for the development of the PUD.
- Susan Cottrell- Former Councilmember asked that Staff explain what a Planned Unit Development is for those in attendance.
- Romel Gaitan- Concerned about flooding on CR 63 on the west side of SH 288 as these properties are not in the city.
- John Celis- Concerned about flooding on CR 63 on the west side of SH 288 as these properties are not in the city.

4. PUBLIC HEARING

- Hold a public hearing to consider rezoning the following property from single family residential to Planned Unit Development: The Southern Star/Rally 288 East, LLC tract, which is a 132.15-acre tract of land generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 166982 and Geographic ID No. 0259-0001-000. Chairman David Hurst opened the public hearing at 7:15 P.M. Brad Sweitzer with EHRA Engineering on behalf of Castlerock Homes presented the Planned Unit Development plan. Clifford Guidry asked about County Road 63 and the effects this development will have on the residents on that street specifically the drainage impact. Robert Wall asked what Brazoria County's current requirement for lot size is. The response was a minimum lot size of 80ft wide. Chairman Hurst closed the public hearing at 8:33 P.M.
- Hold a public hearing to consider rezoning the following property from single family residential to Planned Unit Development: The Rally 288 West, LLC tract, which is a 259.43-acre tract of land generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000. Chairman David Hurst opened the public hearing at 7:32 P.M. Brad Sweitzer with EHRA Engineering on behalf of Beazer Homes presented the Planned Unit Development plan. Many surrounding property owners expressed their concern with the drainage impact that this development would have on the

surrounding areas including their properties, traffic impact, and the electric charging stations. Chairman Hurst closed the public hearing at 8:33 P.M.

5. Consider approval of the following Planning and Zoning Commission meeting minutes

- May 3, 2022

Tim Varlack made a motion to approve the minutes of May 3, 2022. Seconded by Terry Hayes. Approved with six ayes. Steven Byrum-Bratsen being absent.

6. Consideration and possible action for the Meridiana Section 57 Final Plat. The committee stated that there was a typo on the agenda. The item should have been; consideration and possible action for the Meridiana Section 56 Final Plat. The motion was made by Terry Hayes to recommend to approve the Meridiana Section 56 Final Plat as 57 was a typo. Seconded by Brenda Dillon. Approved unanimously with six ayes.

7. Consideration and possible action for the Iowa Heights Final Plat. Tim Varlack made a motion to recommend to approve the Iowa Heights Final Plat. Seconded by Les Hosey. Approved unanimously with six ayes.

8. Consideration and possible action to make a recommendation to City Council to consider rezoning the following property from single family residential to Planned Unit Development: The Southern Star/Rally 288 East, LLC tract, which is a 132.15-acre tract of land generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 166982 and Geographic ID No. 0259-0001-000. After discussion by the committee, Tim Varlack made a motion to recommend approval of the Southern Star/ Rally 288 East tract to City Council without the water amenity and per the recommendation by Staff with the added language in the memorandum provided by the City Attorney.

9. Consideration and possible action to make a recommendation to City Council to consider rezoning the following property from single family residential to Planned Unit Development: The Rally 288 West, LLC tract, which is a 259.43-acre tract of land generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000. After discussion, Brian Johnson made a motion to recommend approval to City Council for the Rally 288 West tract per Staff's recommendation with the additional language provided by the City Attorney. Seconded by Tim Varlack. Approved unanimously with six ayes.

10. Terry Hayes made a motion to adjourn. Seconded by Tim Varlack. Meeting was adjourned at 9:23 P.M.

APPROVED THIS 5th DAY OF JULY, 2022.

ATTEST:

Kayleen Rosser, City Secretary

David Hurst, Chairman



Southern Star Planned Unit Development District

The City of Iowa Colony

Prepared for:

CastleRock Communities, LP

2401 Fountain View, Suite 215

Houston, Texas 77057

Prepared by:



ENGINEERING THE FUTURE
SINCE 1936

10011 Meadowglen Ln.
Houston, Texas 77042

EHRAinc.com | 713.784.4500

TBPE No. F-726 | TBPLS No. 10092300

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APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

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I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for Southern Star. Southern Star is comprised of 132.2 acres of privately owned land to be developed for single family and commercial uses.

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

While the project is currently known as “Southern Star”, this name may change in the future as a result of marketing strategy or other factors. However, once the first preliminary plat is submitted, the project name may not be changed without City Council approval.

B. Project Location

The Project is located east of State Highway 288 and north of Dubuque Parkway (previously known as C.R. 63) in the northern portion of Brazoria County, just south of the metro Houston area. The Project is located within Iowa Colony City Limits.

C. Existing Zoning

The property is currently zoned as District SFR, Single-Family Residential. This PUD shall replace and supersede zoning and other city regulations in conflict with the PUD. See Appendix B for the relevant annexation ordinance.

D. Surrounding Land Use

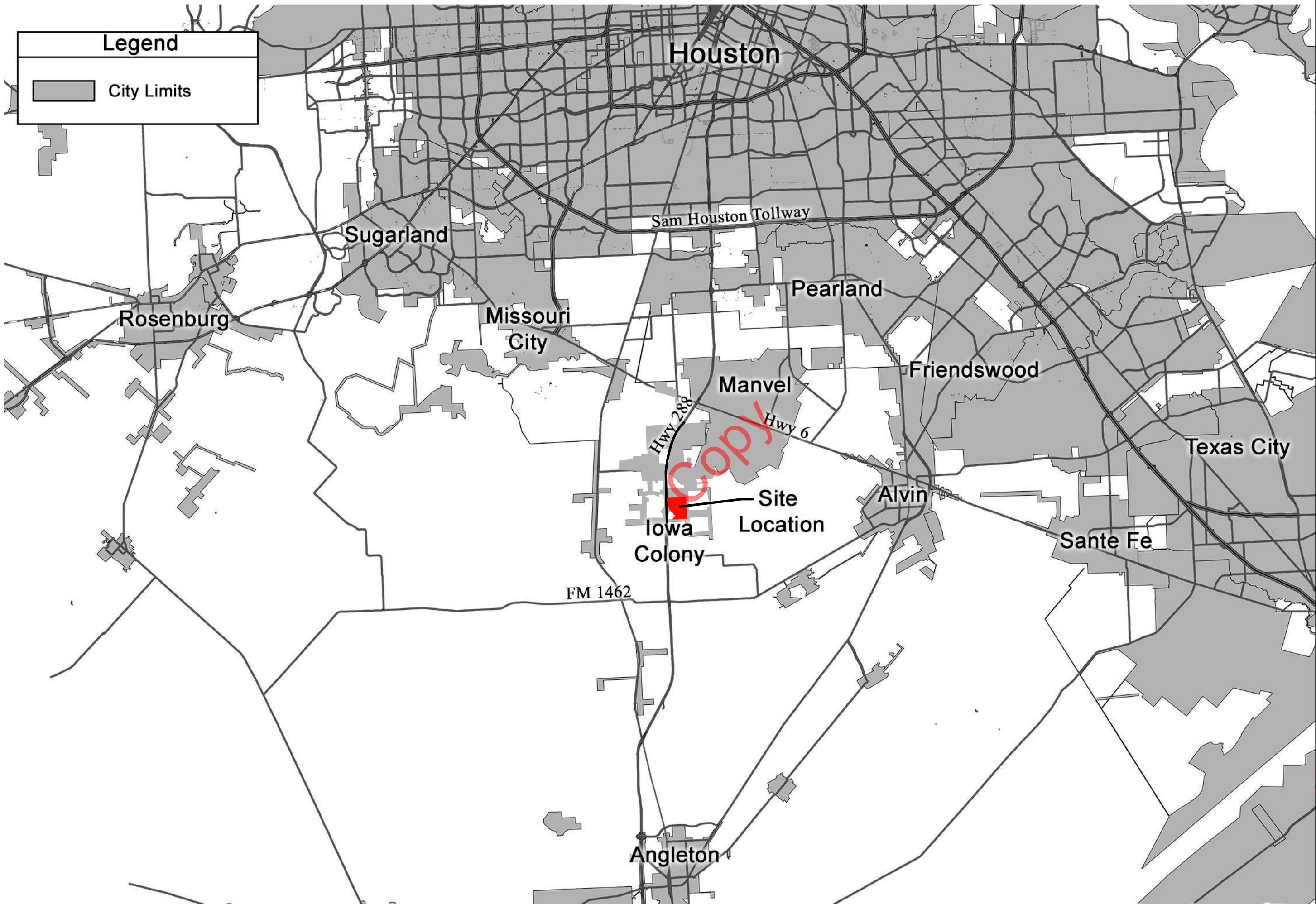
Most properties surrounding the Project are undeveloped. To the west and south of the Project are pockets of large lot single family development. Iowa Colony High School is located to the north.

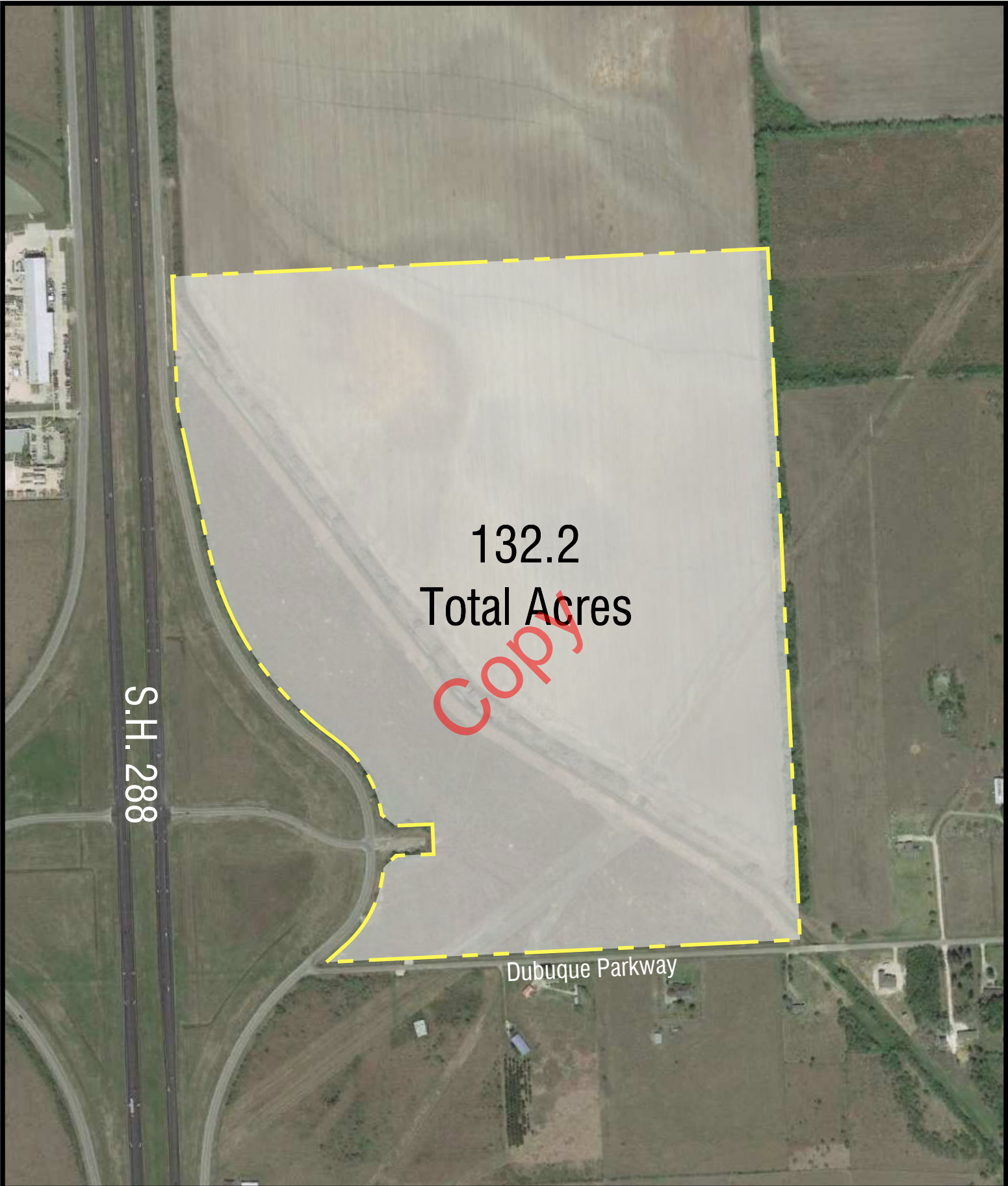
E. Existing Site Conditions

The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there are pipeline easements that cross the property in the southeast corner.

Legend

City Limits





Southern Star

Exhibit 2: Ownership Map

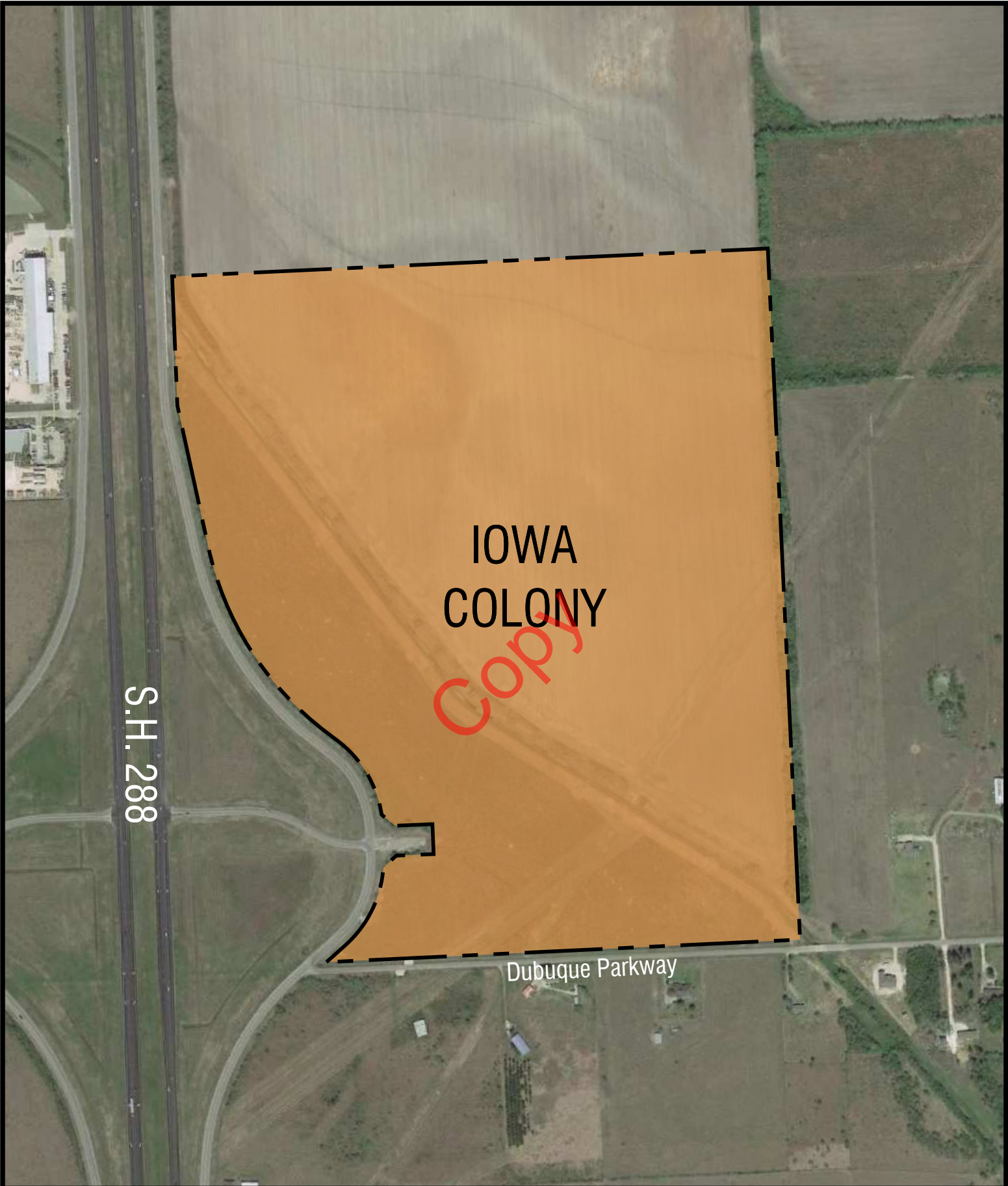
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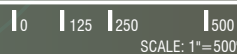
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Southern Star

Exhibit 3: Jurisdictional Map



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II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Southern Star by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Southern Star Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

Neighborhood parks will create a strong community character by providing residents with areas for recreation. Parks will also enhance the sense of place by enriching the visual appeal of the property.

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

2. Provide Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Southern Star will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards,

landscaping, signage, and other common elements of the development. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City when finalized.

4. Provide for Orderly Growth

Southern Star will provide for orderly growth by being sensitive to the natural features of the site and selecting land uses that are appropriate based on-site characteristics. Buffering between incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Southern Star will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options in to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Southern Star consist of Single Family-50's (SF - 50's), Patio (PH), Commercial (C), Parks & Open Space (POS) and Institutional (I). The following is a brief description of these proposed uses.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a minimum lot width of 50 feet (as measured at the lesser of the front or rear setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area). All SF - 50's homes must provide a minimum of 300 square feet of permeable land surface.

Patio Home – The Patio Home category (PH) provides for the development of detached, single family dwelling units. Patio Homes shall have five (5) foot side setbacks. Patio Homes shall have a minimum lot width of 40 feet (as measured at the lesser of the front or rear setback), a minimum lot area of 4,800 square feet, and a minimum building floor area of 1,400 square feet (not including the attached

garage area). All Patio Homes must provide a minimum of 300 square feet of permeable land surface.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

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

TABLE 1		
Land Use		
Land Use	Gross Acres	%
Single Family - 50's (SF - 50's)	20.3	15.3%
Patio Home (PH)	39.5	29.9%
Commercial (C)	4.5	3.4%
Institutional (I)	0.1	0.1%
Rights-of-Way (Arterials & Collectors)	12.5	9.5%
Parks & Open Space (P-OS)	55.3	41.8%
Totals	132.2	100%

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent without further approval of the Planning and Zoning Commission or City Council.

This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than fifteen (15) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 50's and Patio Home areas, not more than sixty-six (66) percent of that total may be Patio Home. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The project density shall not exceed 2.2 units per gross acre. At a gross acreage of 132.2, this would result in a maximum of 290 allowed units. A maximum of 34% of the total allowed units, or 98 Patio Home lots, may be less than 45 feet in width, but not less than 40 feet in width

D. Benefits to the City of Iowa Colony

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

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

Open Space within Southern Star will be augmented by preserving and protecting North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Southern Star will establish a cohesive community of people that blends with and preserves Iowa Colony's small town values.

In addition, Southern Star will help create the "rooftops" necessary to drive the commercial development planned along State Highway 288 which will generate sales tax revenue for Iowa Colony.



E. Transportation

Southern Star will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Southern Star currently has access to State Highway 288 to the west, Dubuque Parkway to the south, and Discovery Drive to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Discovery Drive is proposed to extend through the property in a north-south fashion to connect with Dubuque Parkway. In the northeast portion of the project, a Neighborhood Collector is proposed to extend through the property to ultimately provide a secondary connection from Discovery Drive to Iowa Colony Boulevard.

2. Street Hierarchy

The street system in Southern Star will consist of a hierarchy of streets ranging from major arterials to local streets. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major arterials while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within Southern Star:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major thoroughfares and other collector streets and are identified as Major Collector Streets on the City's Thoroughfare Plan.

Minor Collector Streets – Minor Collector Streets are intended to effectively distribute traffic from Major Collectors and provide access to Local Streets. Minor Collector Streets shall adhere to the City's Design Criteria and feature 80 feet of right of way, two lanes undivided without a median and maintain a speed limit of thirty miles per hour.

Local Streets – Local streets are designed to provide access to residential lots.

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

Streets within Southern Star shall conform to the following standards:

TABLE 2		
Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of-Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections ¹
Major Collector	80 feet	Two (2) 24 foot divided sections ¹
Minor Collector	80 feet	38 feet
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Southern Star. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Discovery Drive

Discovery Drive is proposed to extend through Southern Star, running north to south through the center of the Project, and will connect to Dubuque Parkway. It will be a Major Arterial at the northern and southern ends of the property, but will transition down to a Major Collector at the center of the property. Esplanade openings will be strategically placed along Discovery Drive, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via a note on the preliminary plat and must be approved by the City's Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City's Designated Official.

Extending Discovery Drive through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway to Dubuque Parkway and will

Extending Discovery Drive through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway to Dubuque Parkway and will serve as an important alternate route if an accident occurs on S.H. 288. It will also significantly reduce the traffic demand along Davenport Parkway since it will serve as a secondary access point to the future Iowa Colony High School just north of this project.

Where Discovery intersects with Dubuque, the developer shall dedicate 65 feet of right-of-way which will allow for temporary left and right turn lanes in addition to providing the full west side of the ultimate lane configuration for Discovery Drive. The remaining 35 feet necessary to bring the right of way width to 100 feet (east of the project boundary) shall be dedicated by others at a later date.

Alternatively, the developer may choose to reroute Discovery Drive east of North Hayes Creek to completely avoid crossing the creek with the roadway. In this scenario, the developer will work with the City's assistance to acquire the right-of-way for the segment of Discovery Drive that is proposed to be built outside of the project. It is in the City's interest to assist with the acquisition of this portion of the right-of-way to promote adequate circulation for the project and the surrounding community. The developer shall be responsible for funding the purchase of said right-of-way should the city assist with acquisition of the property.

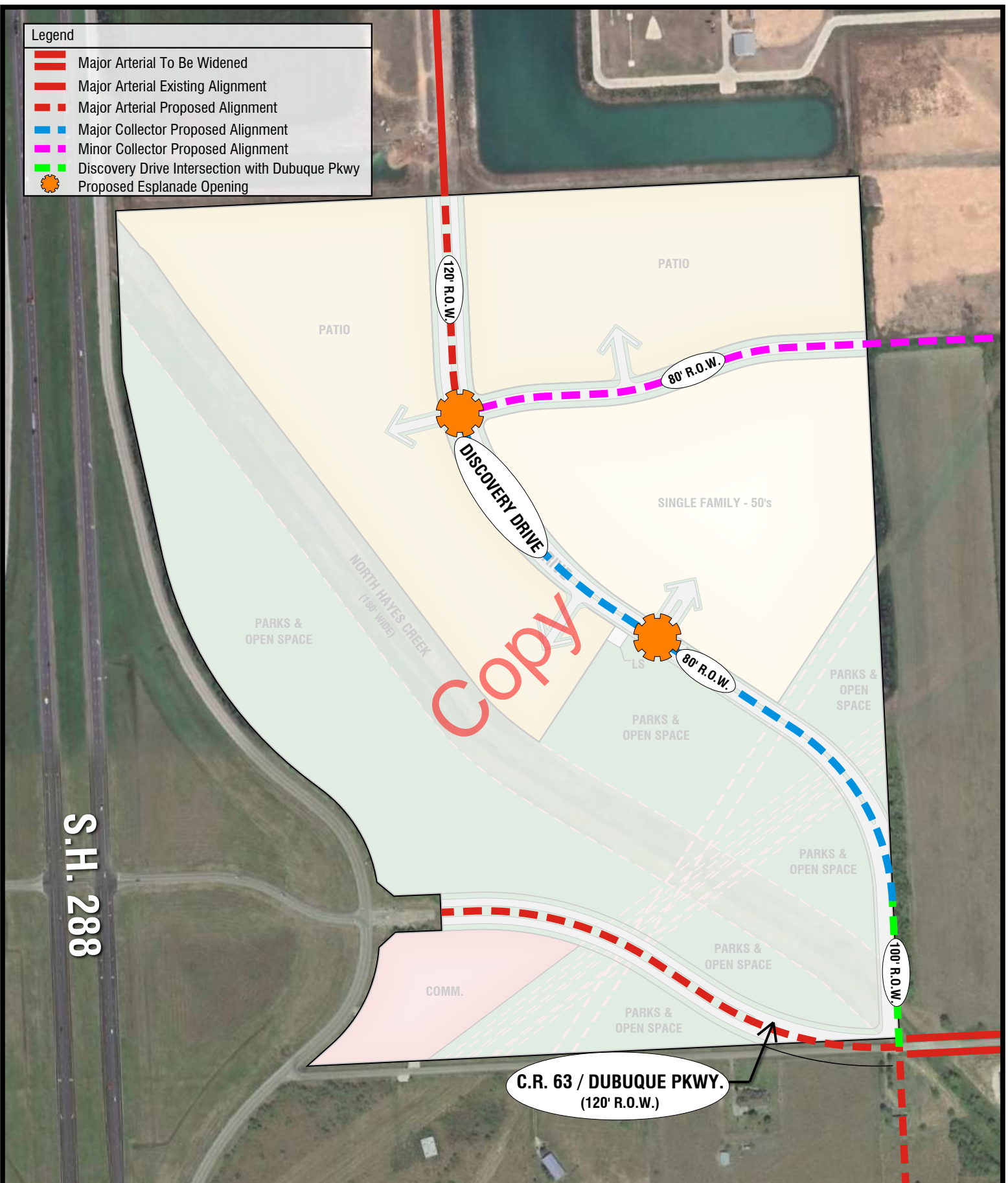
6. Dubuque Parkway

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway.

The necessary right-of-way will be dedicated for Dubuque Parkway and the road will be constructed where the proposed alignment is located wholly within the Project boundary. Where the road alignment is bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).

Legend

- Major Arterial To Be Widened
- Major Arterial Existing Alignment
- - Major Arterial Proposed Alignment
- - Major Collector Proposed Alignment
- - Minor Collector Proposed Alignment
- - Discovery Drive Intersection with Dubuque Pkwy
- ⊗ Proposed Esplanade Opening



Southern Star

Exhibit 5: Circulation Plan

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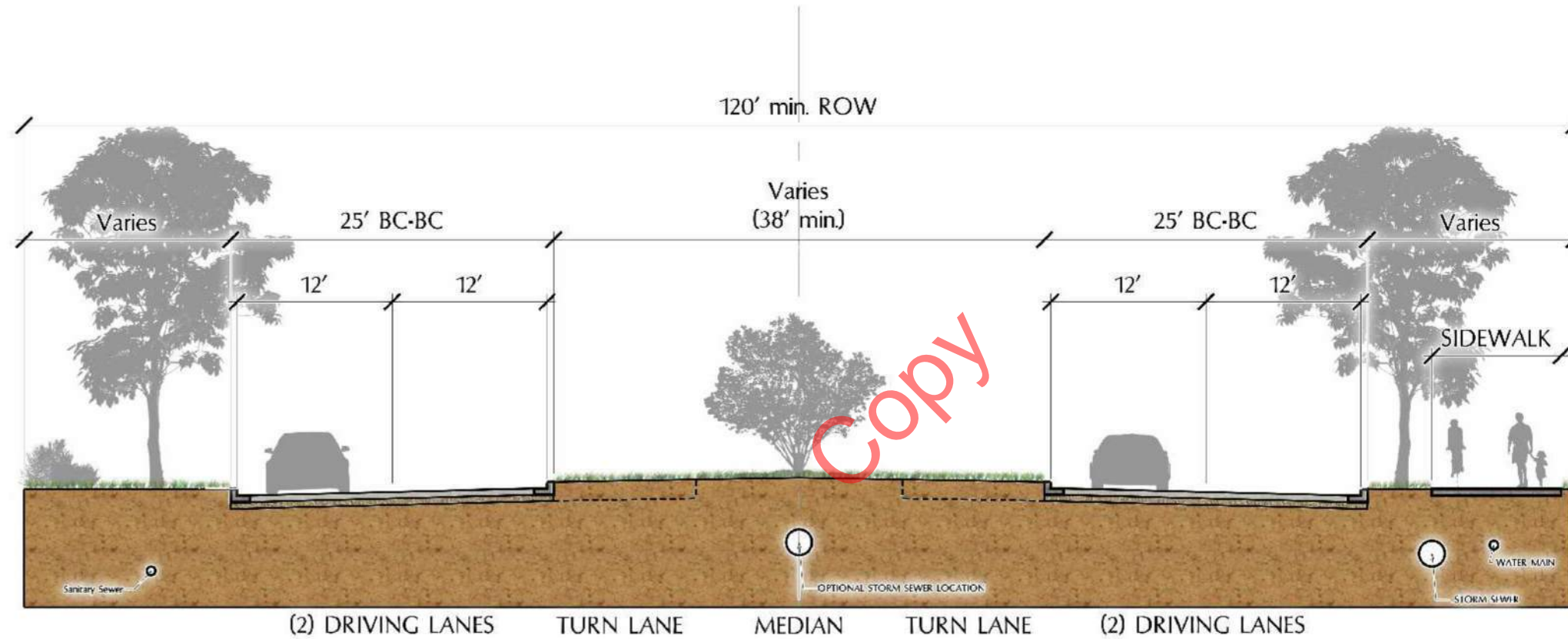


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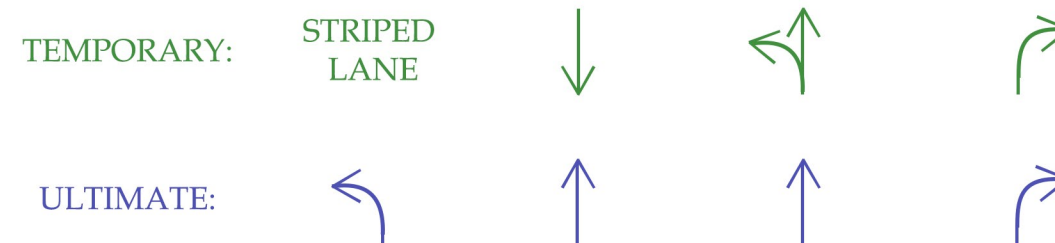
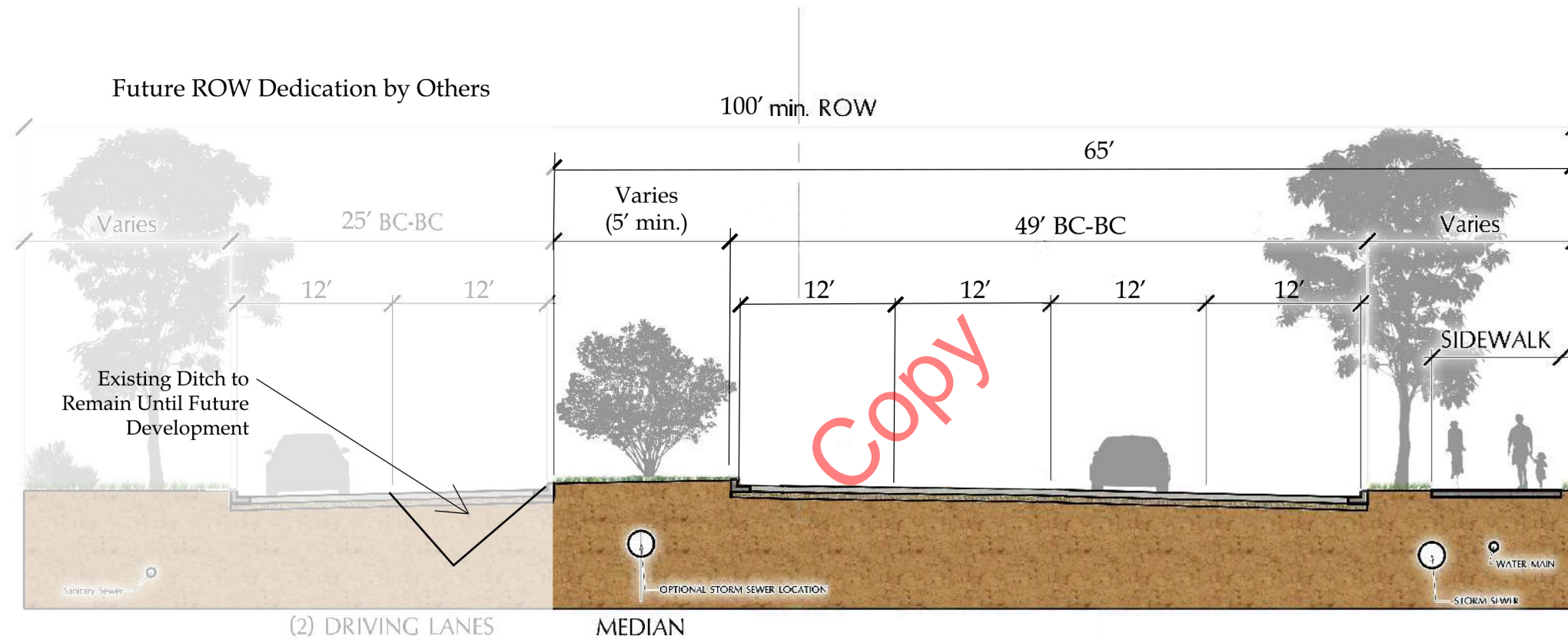
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Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW. A single sidewalk must be 10' along all major arterials if adjacent to non-single family residential areas or within 300' of an intersection with another major arterial.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.



Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the west side of Discovery Drive.



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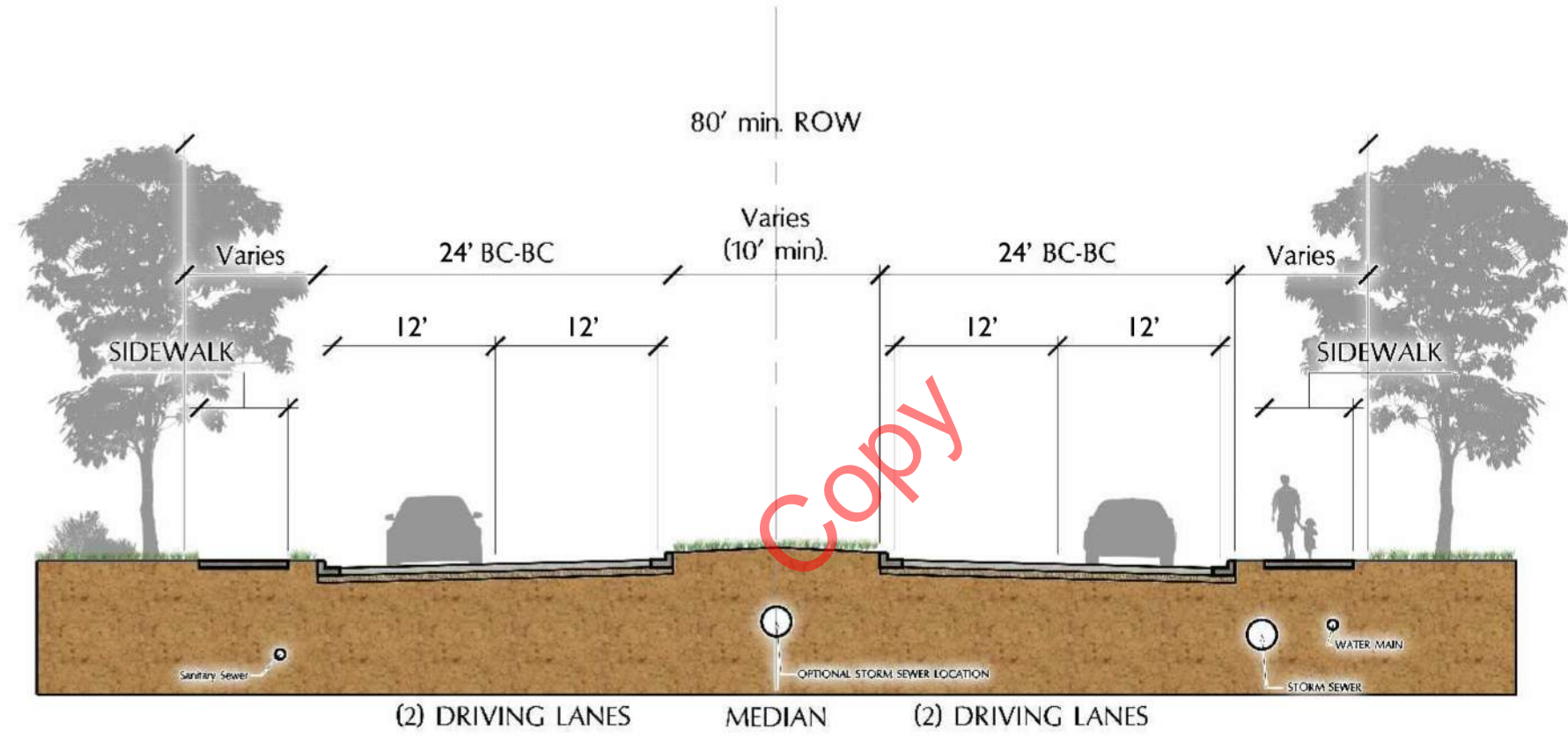
NOT TO SCALE

Southern Star

Exhibit 7: Street Section -

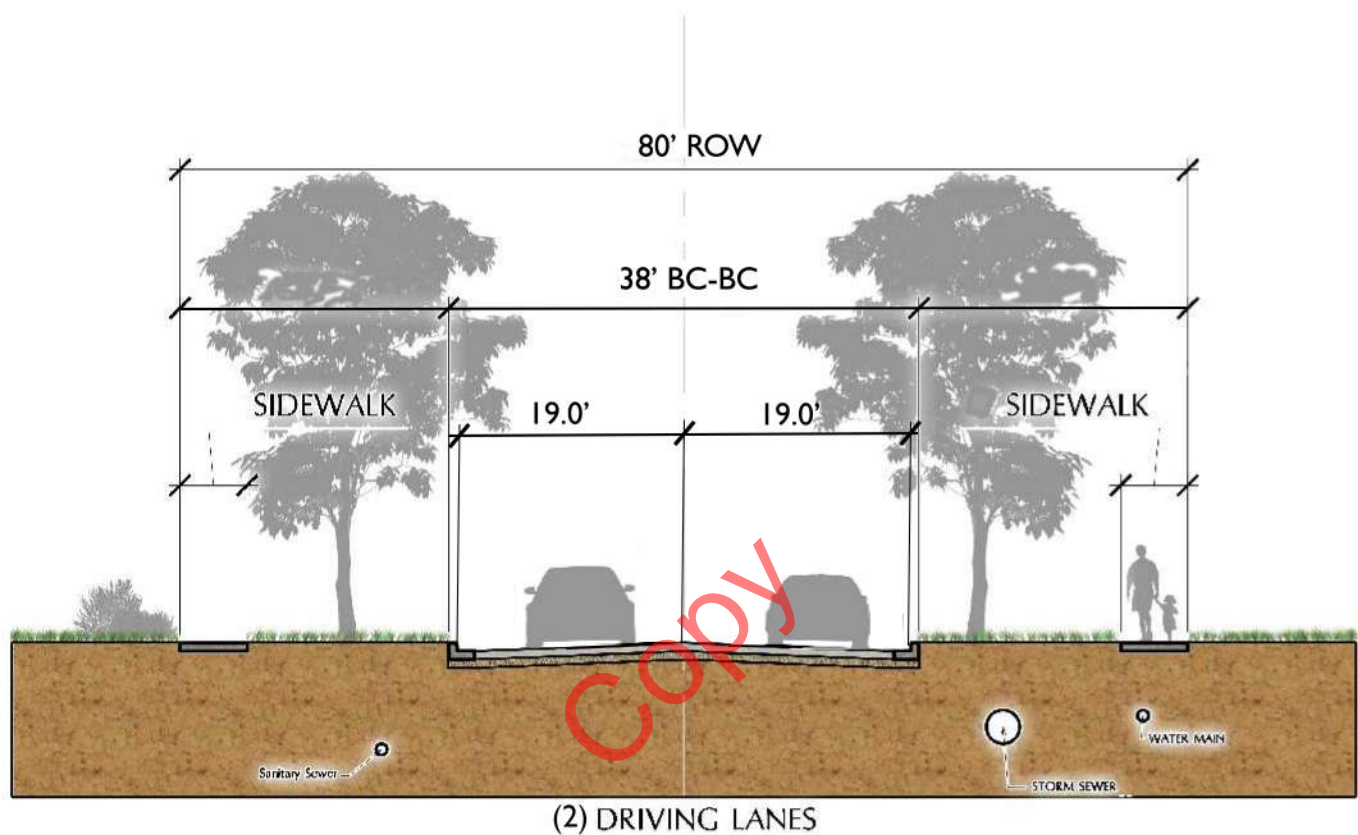
Discovery Dr. Intersection with Dubuque Pkwy.

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Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials or Village Center Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.



(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.

Southern Star

Exhibit 9: Street Section - Minor Collector

NOT TO SCALE

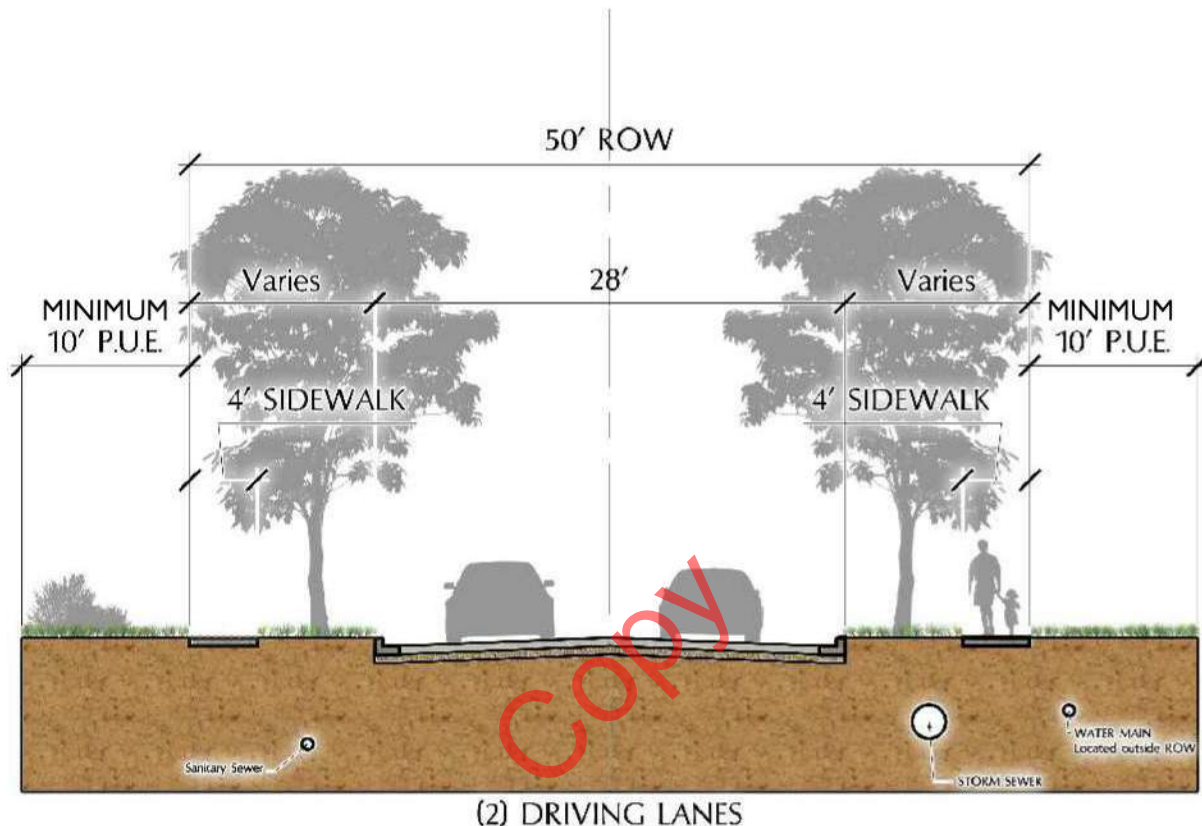
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(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. Where 4 foot sidewalks are provided, the sidewalk must conform to ADA standards regarding 5 foot passing space requirements at regular intervals.
6. P.U.E.'s in excess of 10' may be required depending on final engineering design.

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Exhibit 10: Street Section - Local Street

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7. Street Design Criteria

Streets within Southern Star shall conform to the following standards:

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

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

Attached units – 8 vehicle trips per day per unit (44 units)

In no case shall cul-de-sacs exceed 800 feet in length.

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

Cul-de-sacs in non-residential areas shall be considered on a case-by-case basis by the City’s Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125’ apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve.

Property lines at intersections of local streets shall transition with a 25-foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

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

Curves along major collector streets shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet.

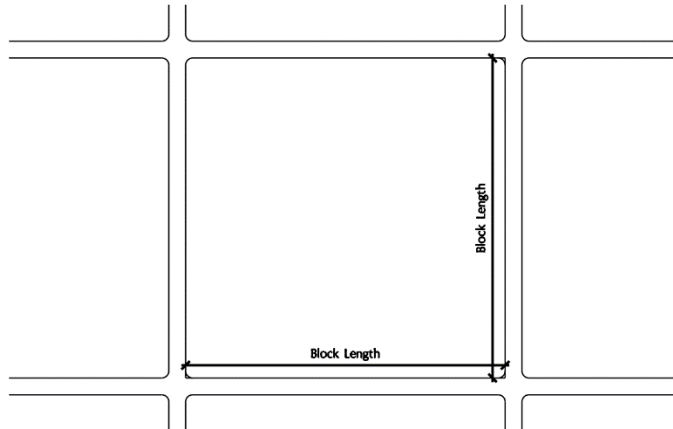
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

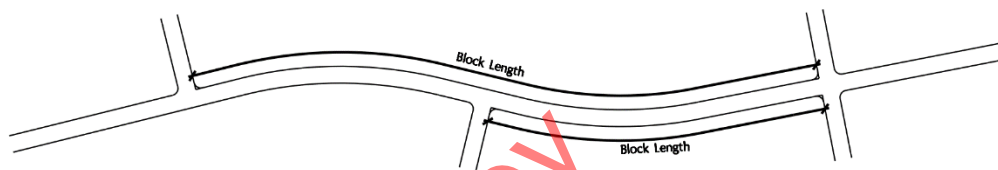
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan.
- The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

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



Traditional Block Length Measurement



Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 2,400 feet and pedestrian connections are not provided, the City's Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Southern Star boundary with a public street must be provided a minimum of every 2,400 feet along the Southern Star boundary unless determined to be unnecessary by the City's Designated Official.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of fifteen (15) feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes provided that

the divided paving section extends to the first intersecting street that is not a cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

All subdivision sections, regardless of the number of lots, will require a minimum of two points for emergency protection access. One of the points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each Single Family – 50's and Patio Home lot shall have frontage on a local street.

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

8. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3			
Sidewalk Requirements			
Street Type	Minimum Requirement		
Major Arterial	6 foot sidewalks shall be provided on both sides of the street	OR	An 8 foot sidewalk shall be provided on one side of the street
Major Collector	6 foot sidewalks shall be provided on both sides of the street	OR	A 8 foot sidewalk shall be provided on one side of the street
Minor Collector	5 foot sidewalks shall be provided on both sides of the street		
Local Street	5 foot sidewalks shall be provided on both sides of the street		

* 6 foot sidewalks shall be provided at bridge crossings

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

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

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Southern Star will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North Hayes Creek, man-made detention basins will be created that will extend out into the community from the Creek. These detention basins will be contoured and landscaped and they will form the backbone of the open space system.

Additionally, active recreational facilities will be developed and built within Southern Star, ranging from small pocket parks to the larger neighborhood parks, which will be connected through a pedestrian trail system. This will be the backdrop for many leisure activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within Southern Star.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 290 maximum dwelling units possible within this PUD, the parkland dedication requirement for Southern Star is 5.4 acres. Parkland shall comply with the City's Planned Unit Development Ordinance (O-2019-14).

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 132.2 acres, the open space requirement for Southern Star is 6.6 acres. Approximately 55.3 acres of land within Southern Star (approximately 42% of the total area) is planned to be designated as neighborhood parkland and open space. A minimum of 5.4 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4				
Parks and Open Space				
	Required		Provided	
Land Use	% of gross acreage	Acreage	% of gross acreage	Acreage
Parks and Open Space (POS)	5%	6.6	42%	55.3

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with “passive” recreational opportunities and to maintain a visual barrier between adjacent uses.

Of the 5.4 acres of parkland dedication required, a minimum of 50% shall be dedicated to the public. Private parks will be owned and maintained by a Municipal Utility District or the Home Owner’s Association and will allow general public use. Land which is encumbered by easements, detention areas, lakes, and drainage channel borders shall qualify at a 50% credit if it complies with the following criteria: includes hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the City; paths must also be connected to recreational areas as part of an open space system; an average minimum width of thirty feet (30’) and a minimum width of twenty feet (20’); and side slopes for areas used in the credit not to exceed five to one (5:1) ratio, unless otherwise approved by the City.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of Southern Star moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The city’s regional parkland fee shall apply to all lots within this PUD.

All amenities shown on the parks, open space, and trails plan exhibit will be constructed with phase 1 of the development. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City's planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5	
Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

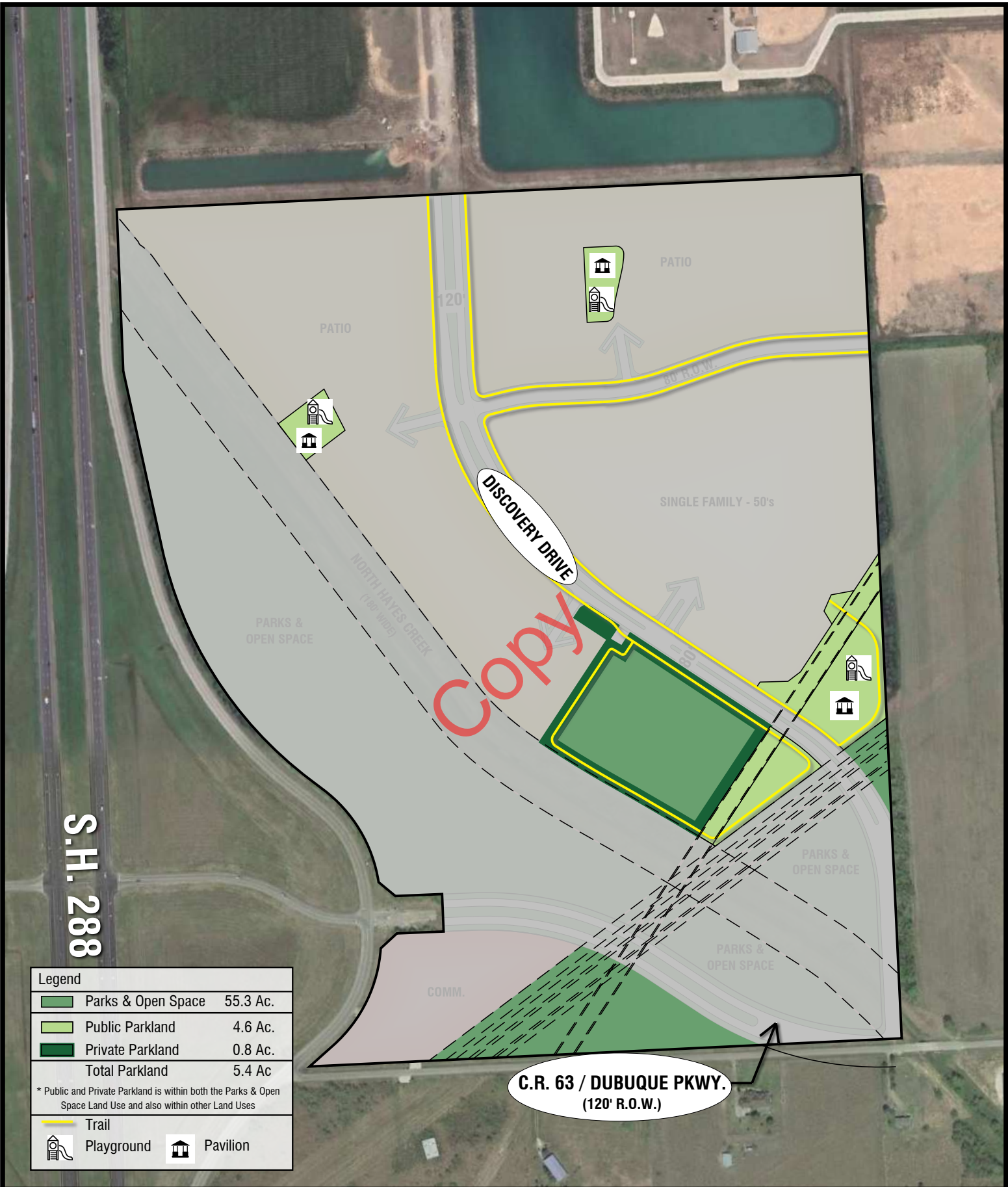
3. Trails

In addition to the required street sidewalks, Southern Star will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Southern Star will be maintained by the Municipal Utility District or Home Owner's Association, except where trails are included in public parkland dedication, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Southern Star. Trails may be paved or unpaved and constructed of materials that are appropriate for the specific application. The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual trails may be moved or combined as the design and development of Southern Star moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.

Copy



Southern Star

Exhibit 11: Parks, Open Space, & Trails Plan

0 100 200 400
SCALE: 1"=400'

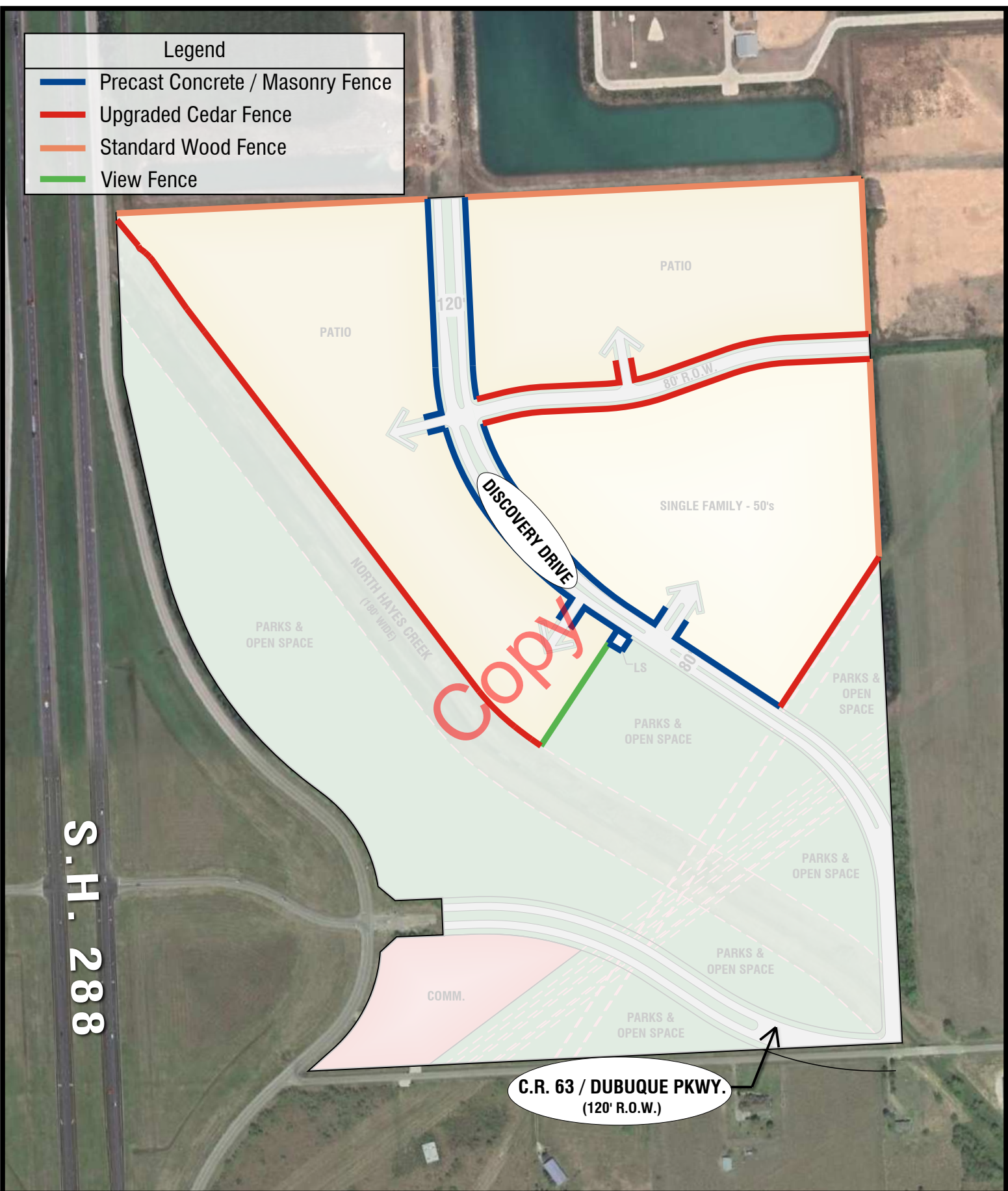


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No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Legend	
	Precast Concrete / Masonry Fence
	Upgraded Cedar Fence
	Standard Wood Fence
	View Fence



Southern Star

Exhibit 12: Fencing Plan

0 100 200 400
SCALE: 1"=400'



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G. Infrastructure

1. Municipal Utility Districts

Southern Star is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Southern Star will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Southern Star.

3. Wastewater

The wastewater collection and distribution system within Project Name will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. Wastewater generated within the development will be collected by an internal network of gravity flow lines and lift stations and treated at the wastewater treatment plant in Meridiana.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Project Name.

A force main and waterline, each with a maximum size of 16", will be placed in a shared 25' utility easement along the northwestern boundary of the project. The force main and waterline will have a minimum 9' horizontal clearance between pipes or 4' horizontal clearance with 2' vertical clearance in accordance with TCEQ

requirements. The shared easement and pipes will at times run fully under the maintenance berm or detention ponds

4. Storm Drainage & Detention System

The drainage plan and storm sewer system will be designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Southern Star will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems will be designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system will be sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Southern Star is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Southern Star

will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision – Based on Fill) to reflect the adjusted flood plain areas that will occur internal to the property as a result of development. No habitable structures shall be constructed within the floodway.

The Southern Star drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Southern Star.

6. Homeowner's Association & Architectural Review Committee

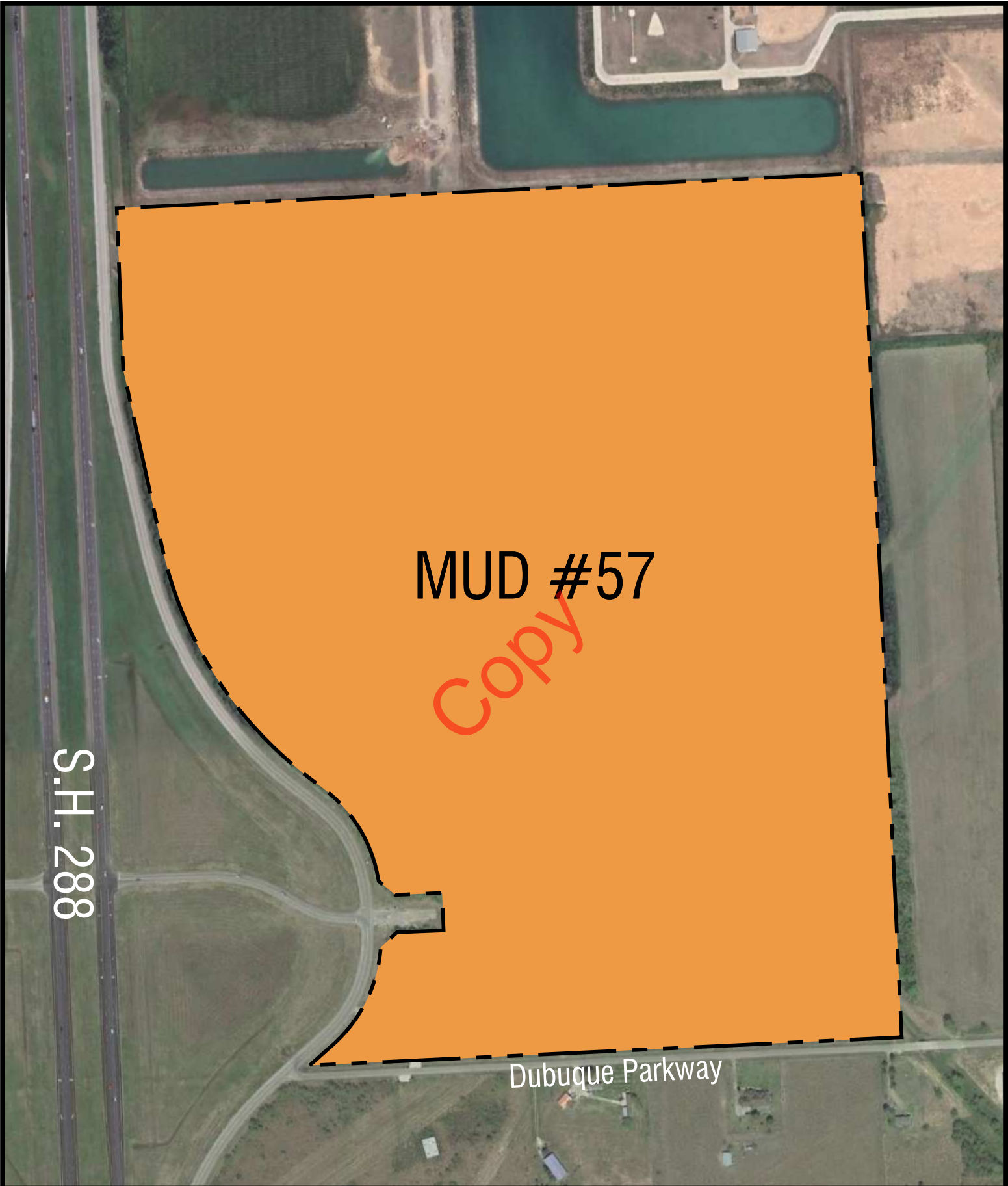
A Homeowner's Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the city for their review and comment prior to being recorded with the county clerk. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

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

Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner' Associations.

H. Project Phasing

The phasing strategy for Southern Star provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Southern Star and indicates the estimated construction timing of each phase. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The city will be notified of any changes to the Phasing Plan.



MUD #57

Copy

S.H. 288

Dubuque Parkway

Southern Star

Exhibit 13: MUD Map

0 100 200 400
SCALE: 1"=400'



NORTH



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Legend

- Phase 1
- Phase 2
- N/A

PHASE 1

PATIO

PHASE 1

PHASE 2

PHASE 1

SINGLE FAMILY - 50's

PHASE 2

PHASE 2

PH. 1

PHASE 1

PARKS & OPEN SPACE

PH 1

PARKS & OPEN SPACE

COMM.

C.R. 63 / DUBUQUE PKWY.
(120' R.O.W.)

DISCOVERY DRIVE

NORTH HAYES CREEK
(100' WIDE)

PARKS & OPEN SPACE

PARKS & OPEN SPACE

PARKS & OPEN SPACE

Southern Star

Exhibit 14: Phasing Plan

0 100 200 400
SCALE: 1"=400'



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Legend

Trunk Water Line



Southern Star

Exhibit 15: Water Supply and Distribution Plan

0 100 200 400
SCALE: 1"=400'



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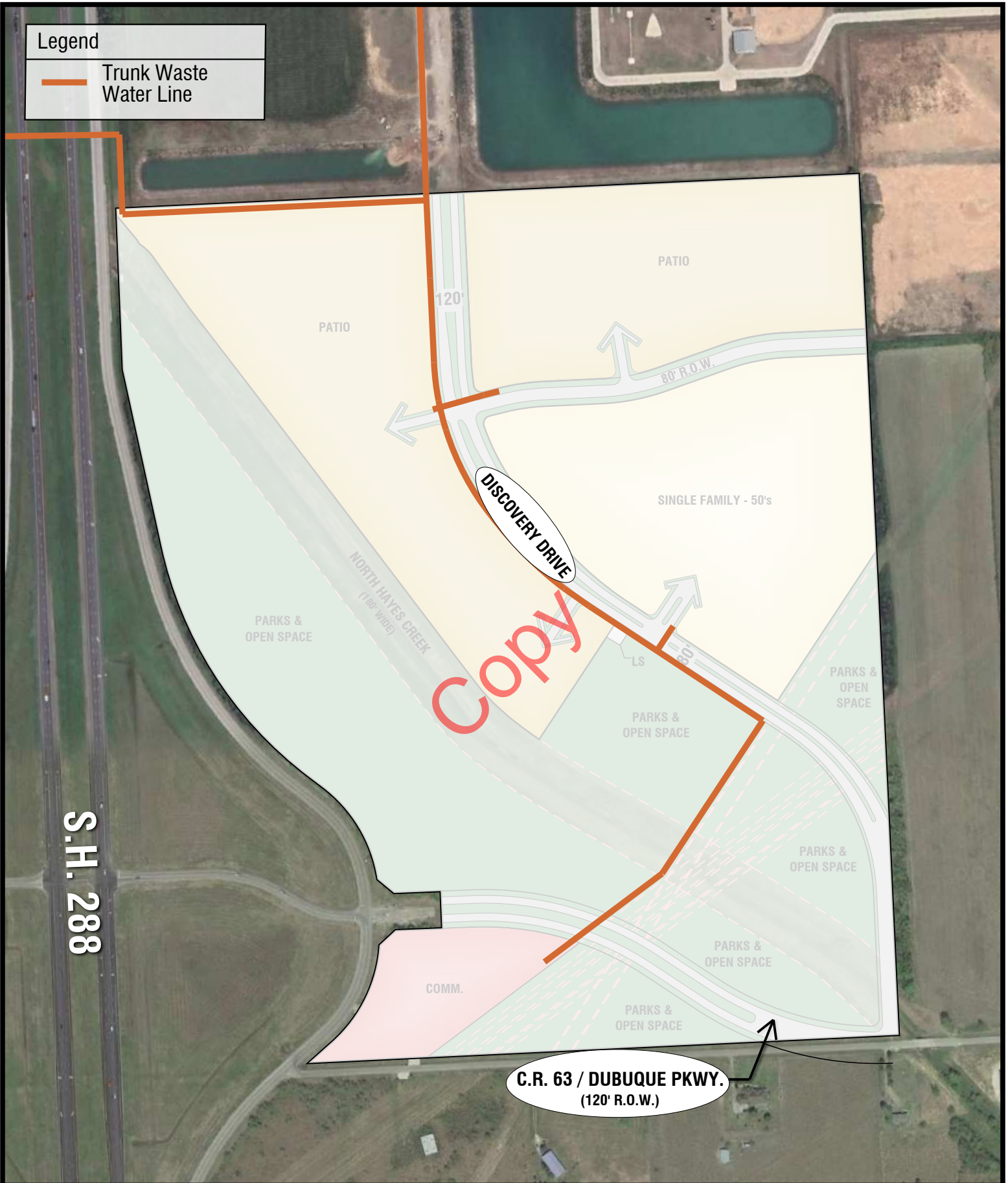
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Legend

 Trunk Waste Water Line



Southern Star

Exhibit 16: Sanitary Sewer Collection and Treatment Plan

0 100 200 400
SCALE: 1"=400'





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Legend

-  Detention/
Floodplain Mitigation
-  Existing Floodplain



Southern Star

Exhibit 17: Storm Water Detention and Floodplain Mitigation Plan

0 100 200 400
SCALE: 1"=400'



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III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

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

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

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of Southern Star PUD. Appendix 1 contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

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

This PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

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

3. Non-Conforming Land Uses

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

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

4. Non-Conforming Structures

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

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

5. Existing Utilities

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

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for minor plats as defined by state law.

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

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

8. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety

permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:
 - a.) Maintain a 1,000 foot separation between all operations or storage and the nearest occupied residence;
 - b.) Limit hours of operation to between 7:00 a.m. and dusk, Monday through Friday;
 - c.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project.
 - d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Design Guidelines

Design guidelines will be created which will address site and building design within Southern Star. The purpose of these guidelines will be to preserve the character of Southern Star by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Southern Star will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Southern Star. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

C. Development Standards

1. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

Permitted uses:

- Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses
- Minor utilities
- Open space
- Parks
- Recreational facilities
- Religious assembly
- Single Family Homes

Temporary uses

Minimum Lot Area: 6,000 square feet

Minimum Lot Width: 50 feet at the lesser of the front or rear building setback line

Minimum Building Floor Area: 1,400 square feet

Minimum Setbacks:

Front: 20 feet*

5 feet for lots that front on a common area

Rear: 20 feet**

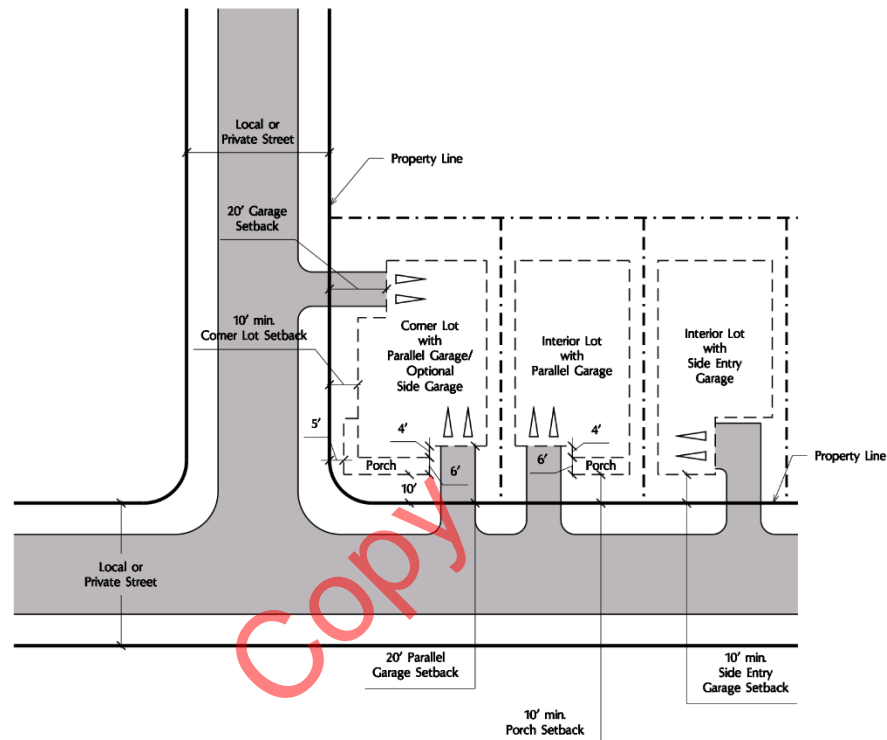
Side: 5 feet**

Corner: 10 feet*

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

**Accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



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

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

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

For one (1) story primary structures in any Single Family - 50's residential area, a minimum of seventy five (75) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining twenty five (25) percent wall surface being cementitious fiber board (also known as fiber cement board) material, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

2. Patio Home (PH)

Purpose: The Patio Home category is intended for the development of detached, single family dwelling units. Patio homes shall have five (5) foot side setbacks. There will be no private/gated Patio Home sections.

Permitted uses:

- Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses
- Minor utilities
- Open space
- Parks
- Recreational facilities
- Religious assembly
- Single Family homes
- Temporary uses

Minimum Lot Area: 4,800 square feet

Minimum Lot Width: 40 feet at the lesser of the front or rear building setback line

Minimum Building Floor Area: 1,400 square feet

Minimum Setbacks:

Front:	20 feet*
	5 feet for lots that front on a common area
Rear:	20 feet**
Side:	5 feet**
Corner:	10 feet*

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

**Accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

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

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

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

Additional Requirements:

The Homeowner's Association (HOA) shall provide landscape maintenance for the front yards of all Patio Homes.

Single Family - 50's homes shall comply with the standards established in Single Family - 50's category.

For one (1) story primary structures in any Patio Home residential area, a minimum of seventy five (75) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining twenty

five (25) percent wall surface being cementitious fiber board (also known as fiber cement board) material, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Patio Home residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

Purpose: The Commercial District is intended for the development of service-oriented retail that meets the daily needs of the community and shall conform to the zoning ordinance

Permitted uses:

- Abstract or title company
- Advertising agency
- Antique store
- Art gallery
- Arts and crafts store
- Automobile repair, minor, no outside work or storage
- Bakery
- Banks and financial institutions, including drive-through and outdoor ATM facilities
- Barber or beauty shop
- Bookstore
- Cafeteria
- Candy store
- Catering

Cellular phone sales and repair store

Childcare facilities

Clothing store (no re-used clothing)

Collection agency

Computer sales and repair store

Community centers

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

Dance studio

Delivery service

Dental clinic

Department store

Drafting service

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

Dry cleaning storefront, but not dry cleaning plant

Electronic sales and repair store

Entry features & monuments

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

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

Locksmith

Medical clinic

Medical supply store

Minor utilities

Mixed use

Mortgage company

Motels and hotels

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

Musical instrument store

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Personal services

Personal storage (indoor)

Pharmacy

Professional office

Public Facilities

Public safety site

Radio sales and repair

Radio studio (excluding tower)

Record and tape store

Recreational Facilities

Religious assembly

Restaurants and taverns, with or without drive-through facilities

Shoe store and repair shop

Sporting goods store

Storage Facility (indoor)

Studio (art, music or photo)

Taxidermist

Tailor

Telecommunication towers

Temporary uses

Toy store

Travel agency

Tree farms

Video arcade

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Feed store

Kennel (commercial)

Massage parlors

Patio homes

Pawn shop

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

Sexually oriented businesses

Single-family residential

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 85 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to: 71 feet (for buildings with gross leasable area over 25,000 square feet)

53 feet (for buildings with gross leasable area under 25,000 square feet)

Front: 25 feet

Rear:	20 feet
Side:	10 feet
Corner:	20 feet

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

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

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

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

4. Institutional (I)

Purpose: The Institutional category is intended to provide for the development of public and private uses that serve the community.

Permitted uses:

- Major utilities
- Minor utilities
- Open space
- Parks
- Public facilities
- Public safety site
- Recreational facilities
- Religious assembly
- Schools (public & private)
- Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 5 feet

Corner: 5 feet

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

Maximum Building Height: 60 feet. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

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

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

5. Parks & Open Space (P-OS)

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

Permitted uses: Community centers

Drill site

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Public facilities, excluding major utilities

Recreational facilities

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Arterials: 25 feet

Along other streets: 10 feet

Rear: 10 feet

Side: 10 feet

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

Max. Building Height: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

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

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

6. Parking

Parking within Southern Star shall be provided according to the following schedule:

TABLE 6 Parking Requirements	
Land Use	Minimum Requirement
Single Family - 50's	2 enclosed spaces per unit
Patio Home	2 enclosed spaces per unit 0.25 guest parking spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

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

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

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

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

TABLE 7					
Shared Parking Table					
	Weekdays			Weekends	
Use	Night Midnight – 6 a.m.	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight
Retail	5%	50%	90%	100%	70%
Restaurant / Tavern	10%	50%	100%	50%	100%
Entertainment / Recreation	10%	40%	100%	80%	100%
All Others	100%	100%	100%	100%	100%

- 3) Calculate the column total for each time period;
- 4) The column with the highest value shall be the parking requirement.

D. Definitions

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

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

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

Attached housing – a building containing three or more dwelling units.

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

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

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

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street.

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

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

Condominium – A single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

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

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

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

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

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

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

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

Entry features – Primary points of vehicular entry into the property that are enhanced with landscaping, water features, architectural treatments, and lighting.

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

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

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

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

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

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

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

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

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

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

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

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

Local street - A public street that is not a major arterial, major collector, or neighborhood collector street and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

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

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

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

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

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

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

Neighborhood – A collection of compatible subdivisions.

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

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

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

Overall project - The approximately 132.2 acres of land that constitutes the entire Southern Star project.

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

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

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

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

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

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

Project – The approximately 132.2 acres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

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

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

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

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

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses shall include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, etc.

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

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

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

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

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

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

Telecommunication tower – A structure on which there are electronic facilities for receiving or transmitting communication signals.

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

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

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

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

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Variances from the Subdivision Ordinance

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Southern Star. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

TABLE 8
Southern Star Subdivision, Zoning, and Unified Development Code Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law. Preliminary plats should generally conform to the General Development Plan. Any significant change shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthestmost boundary of the subdivision.	The developer would dedicate any additional right-of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads.	Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only improve a small segment of a road. The necessary right-of-way will be dedicated so that these facilities may be improved at the appropriate time.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements and detention basins shall not be included in calculating the 5 percent requirement.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all the residential lots to be located within a PUD shall be 40 feet.	20 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

TABLE 8
Southern Star Subdivision, Zoning, and Unified Development Code Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.

TABLE 8
Southern Star Subdivision, Zoning, and Unified Development Code Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for Single Family - 50's and Patio lots, and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum 15 foot reduction for side-entry garages 15 foot reduction for side setbacks on corner lots	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	The minimum lot width shall be 40 feet with a minimum area of 4,800 square feet.	20 foot reduction in width and 1,500 square feet reduction in area	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Southern Star. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Southern Star and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Southern Star without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and coordinate any improvements with the City and/or County.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary.	The developer will only be responsible for street improvements within Southern Star. This is common practice.

TABLE 8
Southern Star Subdivision, Zoning, and Unified Development Code Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures and a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber	For one (1) story primary structures in any Single Family - 50's or Patio Homes residential area, a minimum of seventy five (75) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining twenty five (25) percent wall surface being cementitious fiber board (also known as fiber cement board) material, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.	Twenty five percent reductions in minimum exterior wall surface required to be brick or masonry veneer for one story and two story structures. Siding accents allowed on gables for one story structures. There is no difference for two story Single Family 50's or Patio Homes.	Reductions in minimum exterior wall surface required to be brick or masonry veneer for one story and two story structures and allowing siding accents on gables for one story structures allows for a greater variety of products.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 50's lots require a minimum building floor area of fourteen hundred (1,400) square feet (not including the attached garage area) and a maximum first floor building coverage of sixty (60) percent of the single-family residential lot area.	A 1,000 square foot reduction in minimum building floor area and a ten (10) percent increase in maximum first floor building coverage for SF - 50's lots.	A smaller minimum building floor area and a larger first floor building coverage allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation	The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.	Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.	Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.	Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certificate of Occupancy.

TABLE 9
Southern Star Engineering Design Criteria Manual Variances

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Southern Star can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1 or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.

E. Interpretation

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

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) percent within the project or exceed the maximum number of dwelling units permitted.

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

- The addition of new information to the PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school or park sites.

- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use, but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

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

G. Substantial Change

The PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's adopted fee schedule. All fees shall be fair and reasonable.

Appendix A

Copy

**ORDINANCE NO. 2021-37**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; **ANNEXING PARTS OF MUD 57 AND HIGHWAY 288**, AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.
2. This annexation is authorized by Subchapter 43, C-3 and Section 43.1056 of the Texas Local Government Code and all other applicable law.
3. The owners of the land annexed by this ordinance are Rally 288 West, LLC, Rally 288 East, LLC, and the Texas Department of Transportation (herein jointly called "Owners"). Rally 288 West, LLC and Rally 288 East, LLC have requested this annexation. The Texas Department of Transportation ("TxDOT") has been deemed by law to consent to this annexation, because the City notified TxDOT of the intent to annex TxDOT's portion of the property herein described at least 61 days before passing the ordinance annexing that property, and TxDOT has not objected in writing to that annexation.
4. This entire ordinance is in the public interest.
5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.
6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of this City.
7. The City of Iowa Colony hereby adopts and enacts the Municipal Services Agreements attached hereto as Exhibit "B" and incorporated herein in full.
8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.
9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

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

READ, PASSED AND APPROVED on the 20th day of December, 2021.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:


KAYLEEN ROSSER, CITY SECRETARY

Copy



Iowa Colony/Ordinance/Annexation/Ord Annexing Parts of MUD 57 and Highway 288

**EXHIBIT “A”
ANNEXED AREA**

Copy

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C1	458.37	44°16'48"	354.25	N 26°02'33" E 345.49'
C2	458.37	44°12'07"	353.62	N 30°49'08" W 344.91'
C3	1273.24	40°34'29"	901.66	N 32°37'57" W 892.84'

LINE	BEARING	DISTANCE
L1	S 87°16'27" W	1900.12'
L2	N 48°10'58" E	102.36'
L3	N 47°14'28" E	70.53'
L4	N 87°38'11" E	149.95'
L5	N 02°20'49" W	120.00'
L6	S 87°39'11" W	150.00'
L7	N 50°26'06" W	69.60'
L8	N 32°56'12" W	32.06'
L9	N 12°20'42" W	581.22'
L10	N 02°18'54" W	517.42'
L11	N 87°19'08" E	2389.83'
L12	S 02°40'32" E	2771.19'

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 843.21, DOES NOT REFLECT THE RESULTS OF ANY OTHER SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Robert L. Boelsche

ROBERT L. BOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4448



10011 MEADOWCROFT LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TYPE NO. F-728
TYPE NO. 10092300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 11
BRAZORIA COUNTY, TEXAS

DATE: 8/20/21
SCALE: 1" = 500'
JOB NO: 071-045-00
BY: 1615007-PH0037-ANNE-TR-11.dwg
DRAWING NO.:



P.O.B.
X: 3108427.36
Y: 13714172.16

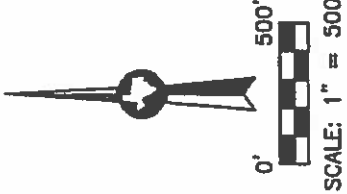
ANNEXATION TRACT 11
132.15 ACRES
CALLED 206.73 ACRES
ALVIN INDEPENDENT SCHOOL DISTRICT
B.C.C.F. NO. 2018061880

ANNEXATION TRACT 11
132.15 ACRES
CALLED 132.1854 ACRES
RALLY 288 EAST, LLC
B.C.C.F. NO. 2013040084

H. T. & B. R.R. CO. SURVEY
ABSTRACT 259
SECTION 49

STATE HIGHWAY 288
(based on 2018 Alignment Maps)

COUNTY ROAD 63
(based on a width of 40 feet)

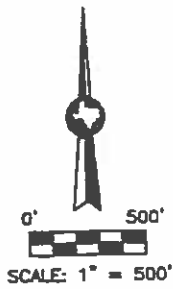


LEGEND

P.O.B.
B.C.C.F. NO.
Point of Beginning
Brazoria County Clerk's File
Number

NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.



LEGEND
P.O.B. Point Of Beginning
B.C.C.F. Brazoria County Clerk's File
NO. Number

LINE	BEARING	DISTANCE
L1	N 87°20'14" E	1213.12'
L2	S 02°29'27" E	84.86'
L3	N 87°21'16" E	197.25'
L4	S 62°13'23" E	115.58'
L5	S 02°18'54" E	1060.58'
L6	N 41°51'11" W	107.39'
L7	N 75°57'26" W	272.19'
L8	S 02°52'23" E	1480.35'
L9	N 87°40'47" E	545.96'
L10	N 01°32'17" W	137.55'
L11	S 46°10'45" W	221.16'
L12	S 46°37'52" W	69.92'
L13	S 87°40'04" W	150.00'
L14	S 02°19'14" E	120.00'
L15	N 87°40'04" E	150.00'
L16	S 51°18'00" E	69.92'
L17	S 52°49'14" E	52.06'
L18	S 87°18'12" W	1980.12'
L19	N 07°45'05" W	880.20'
L20	S 87°18'23" W	860.21'
L21	N 07°45'05" W	880.16'
L22	N 87°18'25" E	660.21'
L23	N 07°45'05" W	879.62'
L24	S 87°20'14" W	165.00'
L25	N 02°53'05" W	880.01'
L26	S 87°20'14" W	494.70'
L27	N 02°40'08" W	879.08'
L28	N 87°15'40" E	495.97'
L29	S 01°37'35" E	879.74'
L30	N 87°20'14" E	497.33'
L31	S 02°54'34" E	881.57'
L32	N 87°03'07" E	247.48'
L33	N 02°54'07" W	880.34'
L34	S 87°20'14" W	247.60'
L35	N 02°49'50" W	1760.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	884.82'	S 35°07'31" E	659.38'
C2	596.00'	54°09'25"	563.35'	S 35°08'40" E	542.61'
C3	510.00'	34°08'15"	303.57'	N 58°34'19" W	289.11'
C4	1041.74'	46°38'25"	848.02'	S 24°51'32" W	824.80'
C5	458.37'	24°14'45"	354.00'	S 24°03'17" W	345.27'
C6	458.37'	24°14'45"	354.00'	S 30°41'45" E	345.27'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'



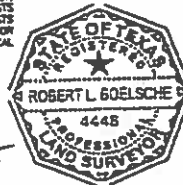
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINING.COM
TBPE No. F-728
TBPELS No. 10082300

BRAZORIA COUNTY M.U.D. NO. 57
ANNEXATION TRACT 12
BRAZORIA COUNTY, TEXAS

DATE: October 8, 2021 SCALE: 1" = 500' JOB NO: 071-045-00
Dwg. NAME: 07104500-PB007-A00X-TR-12.dwg DRAWING NO: NONE

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR EXHIBITED BY THE CREATION OR RECONSTRUCTION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

Robert L. Goelsche
ROBERT L. GOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4448



NOTES:

1. FOR ADDITIONAL INFORMATION ABOUT THIS TRACT, SEE THE METES AND BOUNDS DESCRIPTION PREPARED SEPARATELY.
2. BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1883 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS

ENCLOSURE LAND
FOR SUBDIVISION
VOL. 2, P. 8, 113
B.C.C.F.

P.O.B.
X: 3103231.98
Y: 13719190.01

COUNTY ROAD 64
(based on a width of 40 feet)

H. T. & B. R.R. COMPANY
SECTION 50, ABSTRACT 512

**ANNEXATION
TRACT 12
259.43 ACRES**

490
CALLED
10 AC.
B.C.C.F. No.
2015020047

491
CALLED
9.4720 AC.
B.C.C.F. No.
93-042361

492
CALLED
10 AC.
B.C.C.F. No.
2014050852

498
CALLED
5.00 AC.
B.C.C.F. No.
2013013921

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CALLED
10.00 AC.
B.C.C.F. No.
2016055601

CALLED 285.913 AC.
B.C.C.F. No. 2006042423

CALLED 285.913 AC. 5&E
18.000 AC.
B.C.C.F. No. 2013040085

LESS CALLED 8.439 AC.
B.C.C.F. No. 2018032177

495
CALLED
13.33 AC.
B.C.C.F. No.
2007056035

COUNTY ROAD 63
(based on a width of 40 feet)

STATE HIGHWAY 288
(based on 2018 Alignment Map)

STATE HIGHWAY 288
(based on 2018 Alignment Map)

STATE HIGHWAY 288
(based on 2018 Alignment Map)

HIGHWAY 288 ANNEXATION TRACT
December 2021

The entire width of the segment of the right-of-way of State Highway 288 that begins at the north edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.

Copy

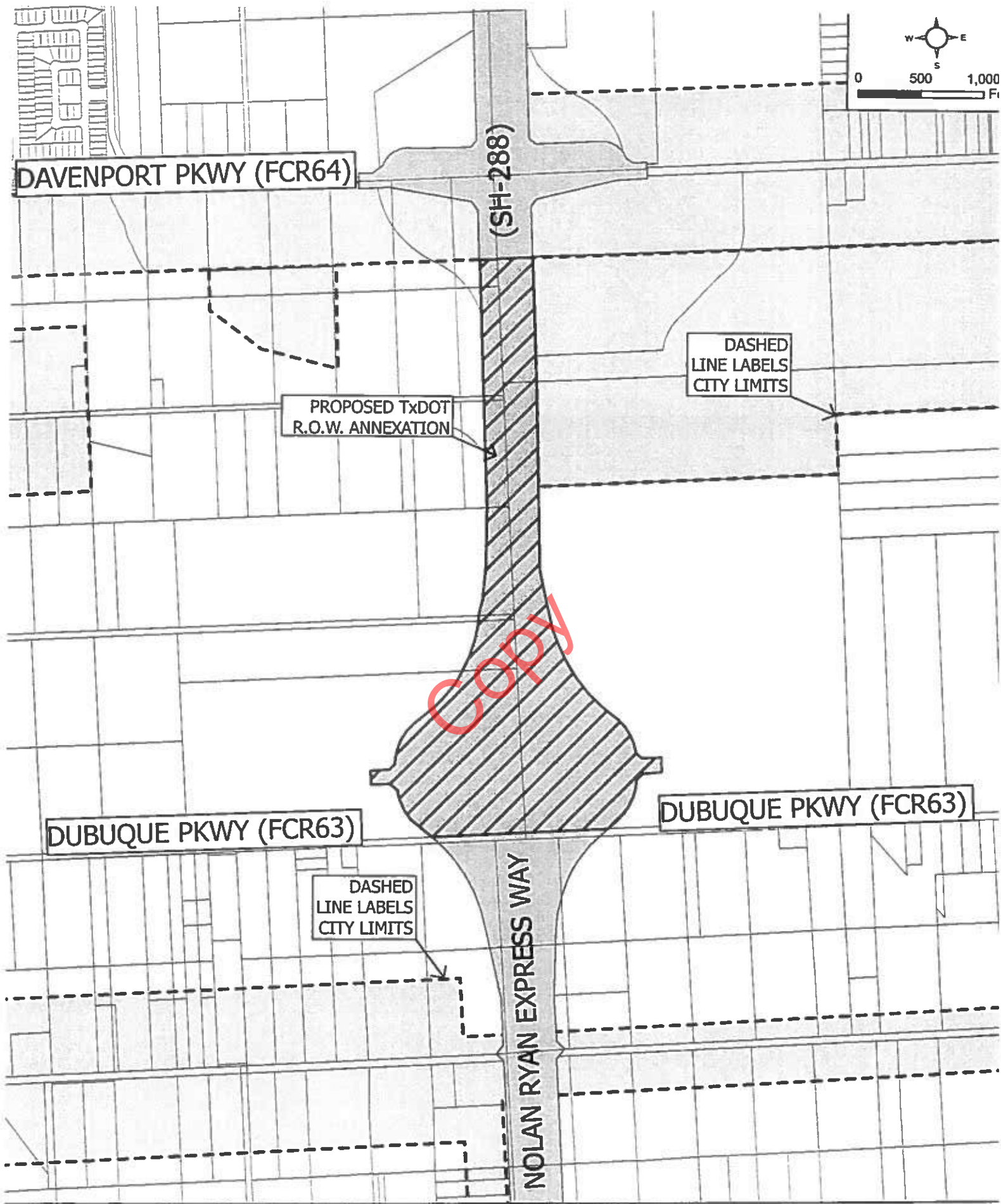


EXHIBIT “B”
MUNICIPAL SERVICES AGREEMENTS

Copy

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 WEST, LLC**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 West, LLC ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 259.43 acres of land ("Property") generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000, and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

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

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

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

2. METHODS OF PROVIDING SERVICES.

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

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

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

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.
 - i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
- b. The City does not provide the following services to the Property and does not contract to do so:
 - i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: *Michael Byrum-Bratsen*
Michael Byrum-Bratsen,
Mayor

ATTEST:

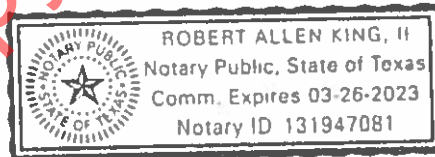
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas

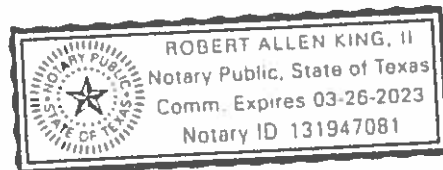


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas



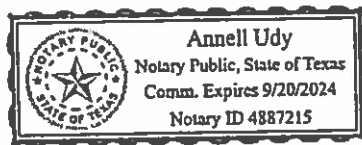
RALLY 288 WEST, LLC

By: MA
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF Harris ~~BRAZORIA~~ §

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: Annell Udy
Notary Public, State of Texas



Copy

EXHIBIT "A-1"

**METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
BEING 259.43 ACRES
SITUATED IN THE
W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

- 1) THENCE, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

- 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
- 3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;
- 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
- 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F. NO. 2007010789;
- 8) THENCE, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) THENCE, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) THENCE, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) THENCE, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

- 12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

- 13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;
- 14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;
- 15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;
- 16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;
- 17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;
- 18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;
- 19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;
- 20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;
- 21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;
- 22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;
- 23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;
- 24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);
- 25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

- 26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;
- 27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;
- 28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;
- 29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;
- 30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;
- 31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

- 32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;
- 33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;
- 34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;
- 35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;
- 36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;
- 37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;
- 38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;
- 39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;
- 40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;
- 41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;
- 42) North 02°45'50" West, for a distance of 1,760.00 feet to the POINT OF BEGINNING and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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

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



Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 EAST, LLC**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

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

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

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

2. METHODS OF PROVIDING SERVICES.

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

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

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

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.
- i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
- b. The City does not provide the following services to the Property and does not contract to do so:
- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: *Michael Byrum-Bratsen*
Michael Byrum-Bratsen,
Mayor

ATTEST:

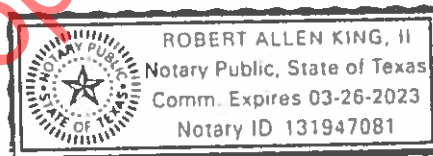
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas

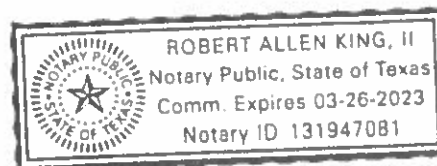


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas



By:

By:

Copy

EXHIBIT "A-2"

**METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
BEING 132.15 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

- 1) THENCE, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

- 2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;
- 3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;
- 4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;
- 5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;
- 6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;
- 7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;
- 8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;
- 9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;
- 10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;
- 11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;
- 12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;
- 13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;
- 14) THENCE, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

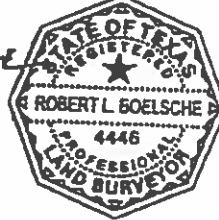
- 15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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

Robert L. Boelsche

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



Date: October 6, 2021

Job No: 071-045-00

File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc

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CITY OF IOWA COLONY

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

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.



Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: \$126.00

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



A handwritten signature in black ink that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-clare

Copy

MEMORANDUM

Date: June 2, 2022
To: Planning and Zoning Members
City Council Members
From: Dinh V. Ho, P.E.
RE: Southern Star Plan Unit Development
Staff's Summary and Recommendations
CC: Mayor Michael Byrum-Bratsen, Robert Hemminger Kayleen Rosser

EHRA, Inc, on behalf of CastleRock Communities, LP submitted the Southern Star Planned Unit Development. The tract is comprised pf 132.2 acres of land is to be developed for single family and commercial use. Below is a summary of the proposed Southern Star PUD and Staff's recommendations.

Summary:

1. Total acreage: 132.2 acres, located within the city limits and south of the Iowa Colony High School. The tract is located at the NEC of SH 288 and Dubuque Parkway.
2. The tract is currently within the boundaries of Brazoria County MUD No. 57.
3. Land plan summary:
 - a. Single Family Residential:
 - i. Approximately 20.3 acres of SFR 50' or greater lots.
 - ii. Approximately 39.5 acres of Patio Homes. A maximum of 98 lots will be 40's, and the balance with the 45's and larger within the PH category.
 - iii. Maximum of 290 allowed lots.
 - b. Commercial: 4.5 acres
 - c. Parks & Open Space: 55.3 acres
 - d. ROWs: 12.5 acres
 - e. Institutional: 0.1 acre
4. Major Roadway Improvements:
 - a. Discovery Drive: Extension of Discovery Drive from the northern property line to Dubuque Parkway. The proposed improvements include downgrading the Discovery Drive from a major arterial to a major collector at Dubuque. Future dedication of ROW from the adjacent property owner to the east will be required for ultimate ROW.
 - b. Dubuque Parkway: Extension of Dubuque Parkway from the TxDOT overpass to the Discovery Drive, and transitioning.
5. Parks & open Space Plan:
 - a. Proposed 5.4 acres of Parkland, 4.6 acres dedicated to public.
 - b. Proposed Park amenities will include playground equipment, pavilions, and trails.

Staff Recommendations:

Based on staff review, the proposed development is consistent the development of Single-Family Residential within the general area.

Staff is recommending approval of the Southern Star PUD subject to the following conditions:

- 1) Parks & Open Space:
 - a. Provide a water amenity as part of this PUD. This may include a swimming pool or splashpad.
- 2) ROW Paving Width: Page
 - a. Major Collector shall have Two (2) 25-foot divided sections in lieu of proposed 24' divided section. This is consistent with the city design standards.
- 3) Fencing Plan:
 - a. Provide upgraded fencing along the northern border of the property visible from SH 288.
- 4) Commercial Use: Remove storage facility from the allowed use. The commercial property is located along a highly visible corridor. Staff does not recommend this business use for this location.
- ~~5) Traffic Signalization: See the Attachment on Funding Intersections in Rally 288 West PUD, which is attached hereto and is a part of this document, and which shall be added to the PUD. A Traffic Impact Analysis will be required to determine if traffic signals are warranted. The~~
 - ~~a. The Major Thoroughfare Plan has identified the intersection at Discovery Blvd. and Dubuque Parkway as a signalized intersection.~~
 - ~~b. If it is determined a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at this intersection.~~
 - ~~c. If a traffic signal is not warranted, the Developer shall escrow 25% of costs for Design and Construction for each intersection.~~
 - ~~d. Escrowed funds for traffic signal improvements shall be due prior to platting of Phase II per the PUD, Exhibit 14.~~
- 6)5) Add the following language to the PUD for Sales Tax Sourcing: The Developer shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.
- 6) Add the following language to the PUD: Noncompliance ~~of with~~ the PUD will result in withholding of building permits within the boundaries of the PUD, in addition to any other remedies.

**ATTACHMENT ON FUNDING CERTAIN INTERSECTION(S) IN
SOUTHERN STAR PUD**

1. A Traffic Impact Analysis by the City Engineer or at his or her direction will be required to determine if traffic signals are warranted.
 - a. The Major Thoroughfare Plan has identified the intersections at Discovery Blvd. and Dubuque Parkway as a signalized intersection.
2. Brazoria County Municipal Utility District No. 32 ("the District") and CastleRock Communities, LP ("Developer") shall jointly and severally pay the following portions of the traffic signalization and controls at the intersection of Discovery Boulevard with Dubuque Parkway (herein called "District's and Developer's Traffic Signalization and Control Cost"):
 - a. If the City Engineer determines that a traffic signal is warranted at that intersection, one hundred percent of the costs associated with the design and construction of traffic signals and controls at that intersection; or
 - b. If the City Engineer determines that a traffic signal is not warranted at that intersection, twenty-five percent of the costs associated with the design and construction of traffic controls at that intersection.
3. The District and Developer, jointly and severally, shall deposit with the City a cash deposit in the amount estimated by the City Engineer, in his or her sole, good faith discretion to be 110 percent of the District's and Developer's Traffic Signalization and Control Cost. The time for that deposit shall be the earlier of: (a) thirty days after the City invoices the District and Developer for all or any portion the District's and Developer's Traffic Signalization and Control Cost; or (b) prior to the platting of Phase Two, per Section 13 of the PUD.
4. The City shall apply the cash deposit to the cost of design and construction of the traffic signalization and controls for which the District and Developer are required to pay.
5. If the City Engineer ever determines, in his or her sole, good faith discretion, that the deposit held by the City is less than 110 percent of the remaining District's And Developer's Traffic Signalization and Control Cost, then the City Engineer shall so notify the District and Developer, who shall then jointly and severally pay an additional cash deposit to the City, so that the total cash deposit then held by the City is equal to the 110 percent of the City Engineer's estimate of the District's And Developer's Traffic Signalization and Control Cost remaining at that time. Any reference herein to the cash deposit shall mean that amount as amended pursuant to this paragraph.
6. Upon completion of the construction of the traffic signalization and controls, either: (a) the City shall refund any portion of the cash deposit that exceeds the final, actual District's and Developer's Traffic Signalization and Control Cost to the person that paid it to the City; or (2) if the final, actual District's and Developer's Traffic Signalization and Control Cost exceeds the cash deposit, then the District shall pay the City the difference.
7. If the City is for any reason unsure who is entitled to a refund hereunder, then the City shall have the right to implead the funds into court and have the court make that determination.
8. Regardless of any other provision, the City may, before refunding any unused balance of the cash deposit, apply it to any other debt of any nature of the District or Developer to the City.
9. The cash deposit hereunder is for the benefit and protection of the City, and the City may deal with the deposit for the City's own self-interest, benefit, and protection. The City shall never under any circumstances be deemed an agent or fiduciary of the District or any other person.
10. The City shall not be obligated to earn any interest on the cash deposit. However, any interest that the City actually receives on the cash deposit shall become a part of the deposit and be administered pursuant to the same rules as the principal of the deposit.
11. The costs to be paid by the District and the Developer pursuant to this attachment and the rest of this document are in addition to any costs imposed upon the District or the Developer by any other source.

12. Any determination to be made by City Engineer hereunder shall be made in his or her sole, good faith discretion.

7

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW;
AMENDING THE ZONING ORDINANCE BY REZONING THE
SOUTHERN STAR DEVELOPMENT TO PLANNED UNIT
DEVELOPMENT, WITH RELATED PROVISIONS.

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

Section 1. Findings.

The City Council of the City of Iowa Colony, Texas (“the City”), makes the following findings of fact and conclusions of law:

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

b. The Planning and Zoning Commission held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.

c. More than ten (10) days prior to the date of that hearing by the Planning and Zoning Commission, written notice of the application for this ordinance was sent to the owners of the property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

d. The Planning and Zoning Commission made a final report to the City Council before the Council held its public hearing on this matter.

e. More than fifteen (15) days prior to the date of that hearing by the City Council, public notice of that hearing was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, place, and subject of that hearing.

f. The City Council then held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.

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

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

i. All requirements of law have been satisfied concerning the passage of this ordinance.

Section 2. Property or Premises.

The property or premises subject to this ordinance is the following:

A 132.15 acre tract of land generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property currently in Brazoria County Appraisal District Property ID No. 166982 and Geographic ID No. 0259-0001-000.

Section 3. Amendment of PUD

a. The Southern Star Planned Unit Development District attached hereto as Exhibit “B” and incorporated herein in full is hereby approved, but only to the extent, on the terms, and with the conditions stated in the Staff Memorandum attached hereto as Exhibit “C” and incorporated herein in full.

b. This ordinance amends the Zoning Ordinance, which shall remain in full force and effect, subject to this amendment.

c. As a strict condition of this ordinance and of all zoning amendments herein, no person shall cause or perform any development or construction on the premises, without first obtaining approval from the City for all matters that the City would have the right to approve or disapprove in considering a subdivision plat. Even if no subdivision is being created so as to invoke the subdivision ordinance or to require plat approval, this ordinance shall nevertheless require the City’s approval to be obtained concerning the same subjects that the City would have the right to regulate or approve if plat approval were required. Thus, this ordinance is not sufficient to authorize any development or construction without further approval by the City.

d. Nothing in any portion of this ordinance shall restrict or impair the City’s authority or discretion to approve or disapprove any development, construction, subdivision, or any other matter.

Section 4. Ratification of Actions of Officers.

The City Council hereby ratifies and confirms any and all actions taken by its personnel in connection with the zoning action evidenced by this ordinance, in publishing notice of the public hearing required by the Zoning Enabling Act and the Zoning

Ordinance, in giving notice of such hearing to the owner of the premises and to the owners of all property within 200 feet thereof, and in conducting that public hearing.

Section 5. Zoning Map.

The City Secretary shall amend the zoning map of the City of Iowa Colony to the extent, if any, necessary to reflect any changed district boundaries or classifications enacted by this ordinance.

Section 6. Other Ordinances.

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provision of any such other ordinance conflicts with or overlaps the provisions of this ordinance, then whichever provision imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein.

Section 7. Severance Clause.

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

Section 8. Effective Date.

This ordinance shall take effect as of its passage and adoption on the first reading, as public hearings on this matter were required by law and were held.

READ, PASSED, AND ADOPTED on JUNE 27, 2022.

MICHAEL BYRUM-BRATSEN, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

Iowa/Ordinance/Mud 87/Southern Star PUD (06/27/22)

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EXHIBIT "A"

METES AND BOUNDS DESCRIPTION BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11 BEING 132.15 ACRES SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259 BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

1) THENCE, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;

3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;

4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;

5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;

6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;

7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;

8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;

9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;

10) North $52^{\circ}55'12''$ West, for a distance of 52.06 feet to a point for corner;

11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of $40^{\circ}34'29''$, an arc length of 901.66 feet, and a chord bearing of North $32^{\circ}37'57''$ West, for a distance of 882.94 feet to a point for corner;

12) North $12^{\circ}20'42''$ West, for a distance of 581.22 feet to a point for corner;

13) North $02^{\circ}18'54''$ West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;

14) THENCE, North $87^{\circ}19'08''$ East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

15) THENCE, South $02^{\circ}40'32''$ East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

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**EXHIBIT “B”
SOUTHERN STAR PLANNED UNIT
DEVELOPMENT DISTRICT**

Copy

**EXHIBIT “C”
STAFF MEMORANDUM**

Copy



Rally 288 West Planned Unit Development District

The City of Iowa Colony

Prepared for:

Beazer Homes Texas, LP

10235 West Little York, Suite 200

Houston, Texas 77040

Prepared by:



ENGINEERING THE FUTURE
SINCE 1936

10011 Meadowglen Ln.
Houston, Texas 77042

EHRAinc.com | 713.784.4500

TBPE No. F-726 | TBPLS No. 10092300

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APPENDIX

Appendix A - City of Iowa Colony Ordinance 2021-37

Appendix B - City of Iowa Colony Ordinance 73 - C

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I. INTRODUCTION

A. Summary

The Planned Unit Development District (PUD) establishes comprehensive guidance and regulations for Rally 288 West. Rally 288 West is comprised of 259.4 acres of privately owned land to be developed for single family and commercial uses.

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

While the project is currently known as “Rally 288 West”, this name will change in the future as a result of marketing strategy or other factors. However, once the first preliminary plat is submitted, the project name may not be changed without City Council approval.

B. Project Location

The Project is located west of State Highway 288 and south of Davenport Parkway (previously known as C.R. 64) in the northern portion of Brazoria County, just south of the metro Houston area. The Project is located entirely within Iowa Colony City Limits.

C. Existing Zoning

The northern portion of the property, adjacent to Davenport Parkway, is zoned as District BR (Business and Retail Use). The remainder of the property is currently zoned as District SFR (Single-Family Residential). This PUD shall replace and supersede zoning and other city regulations in conflict with the PUD. See Appendices B and C for the relevant annexation ordinances.

D. Surrounding Land Use

Most properties surrounding the Project are undeveloped, with some existing industrial uses located adjacent to State Highway 288. To the west and south of the Project are pockets of large lot single family development. To the northwest are large master planned communities (Sterling Lakes and Sierra Vista). The southeastern corner of Sierra Vista is 600 feet from the northwestern corner of Rally 288 West and contains single-family residential lots that are less than 6,600 square feet.

E. Existing Site Conditions

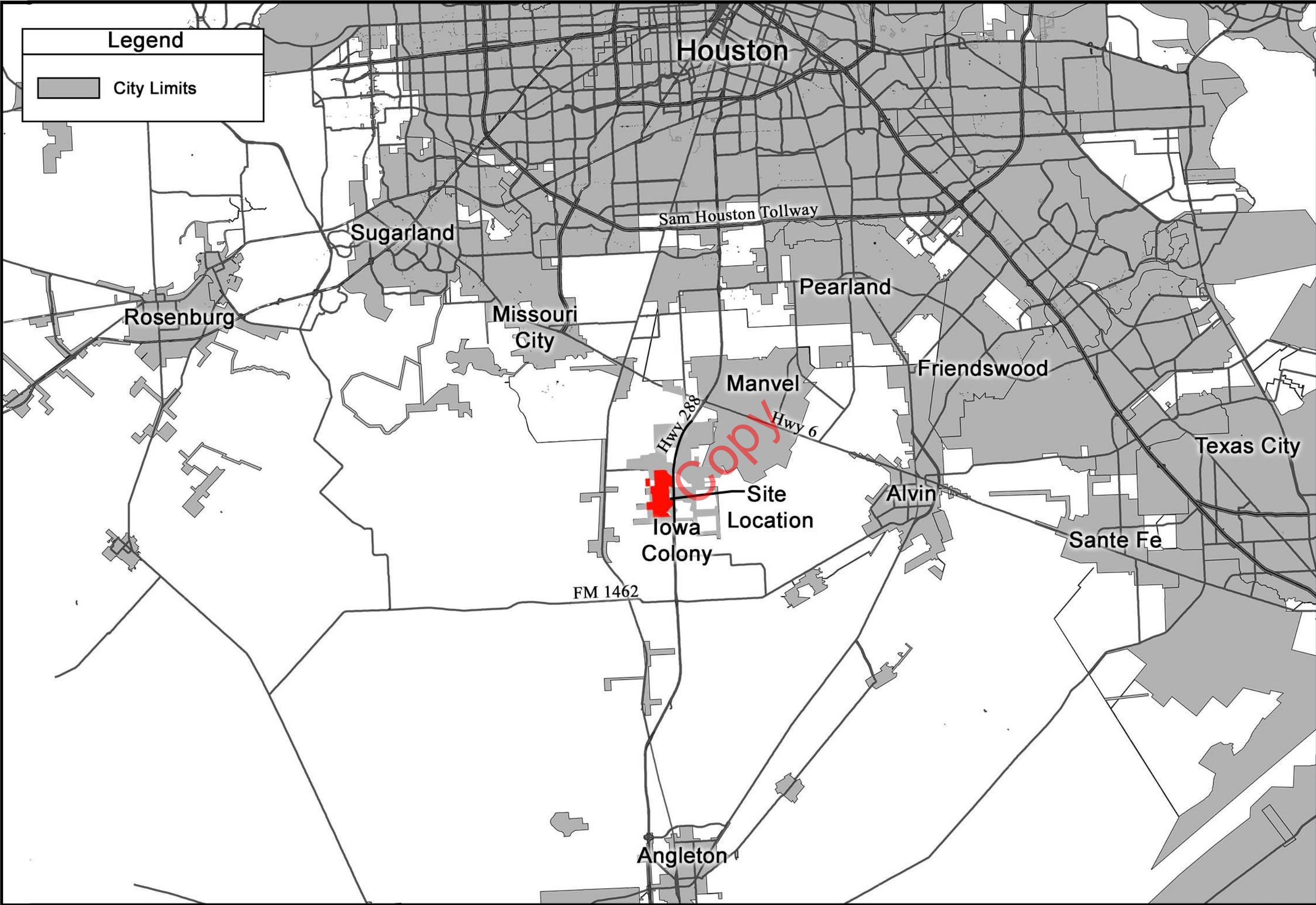
The most notable natural feature of the site is North Hayes Creek, which traverses the property from northwest to southeast. The areas adjacent to the creek are heavily vegetated, while the remainder of the site is mostly open pasture. The property is generally flat with little topography. In addition to North Hayes Creek, there is a pipeline corridor and a transmission power line corridor that cross the property from north to south.

In 1914, the Emigration Land Company platted hundreds of acres in what is now Iowa Colony, per Volume 2, Page 113 of the Brazoria County Plat Records. Two of the 40' rights-of-way dedicated in this plat run east to west across the site, but these were never improved. These rights-of-way will be abandoned when platting for this project is completed.

Copy

Legend

City Limits



Rally 288 West

Exhibit 1: Vicinity Map

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NOT TO SCALE



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design or proposed improvements are made
herein. All Plans for land or facilities are subject
to change without notice.



Rally 288 West

Exhibit 2: Ownership Map

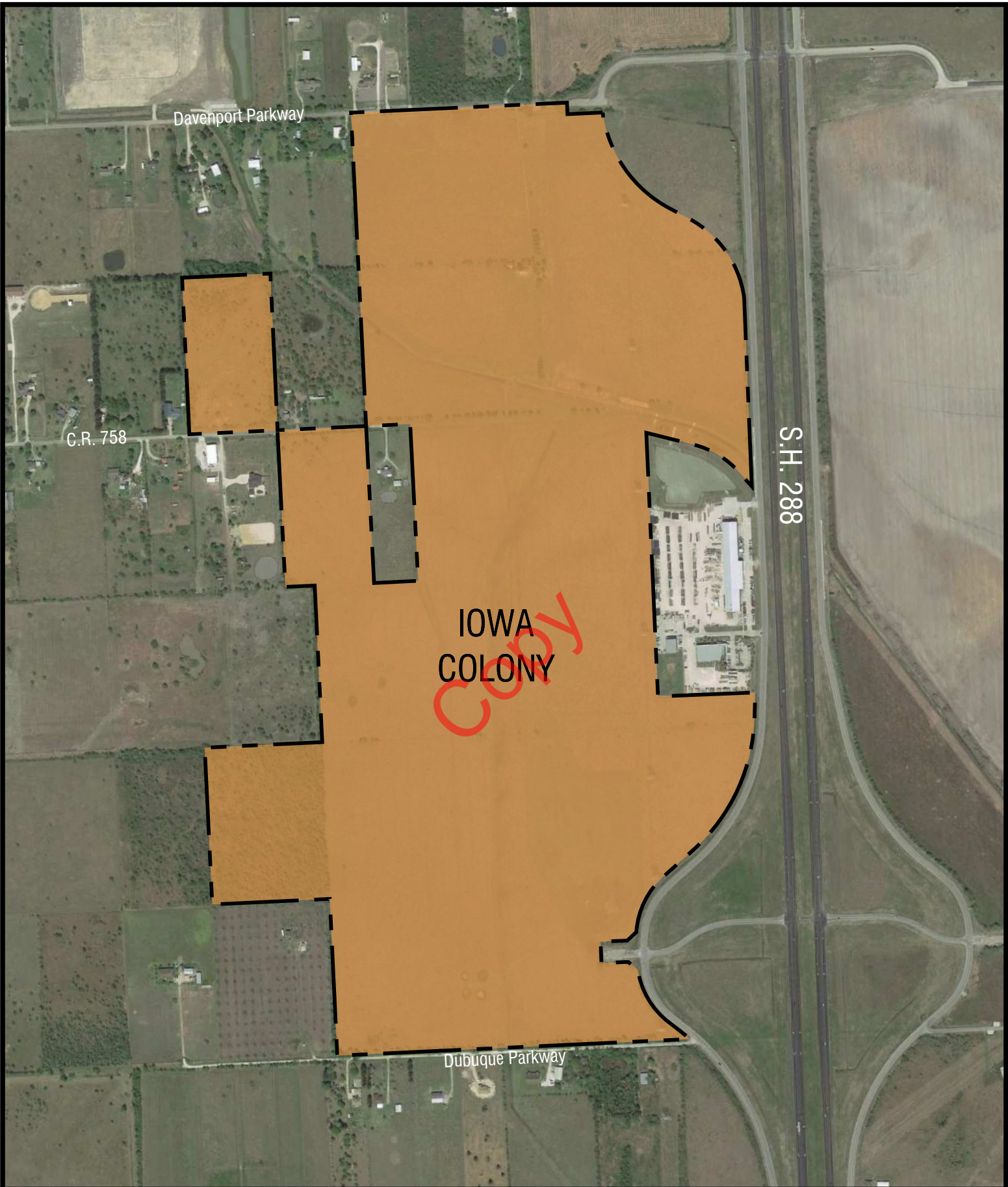
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Rally 288 West

Exhibit 3: Jurisdictional Map

0 175 350 700
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II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations and guide implementation of the vision for the community. In addition, it will establish a framework for Rally 288 West by identifying the type, location, and projected density of the land uses proposed within the development.

This section contains a description of the goals, objectives, and policies of the PUD combined with various plan components intended to guide the design principles of the community.

B. Goals & Objectives

The primary goal of the Rally 288 West Planned Unit Development District is to create a close-knit community which builds upon the legacy of the nearby master planned communities and highlights the natural features of the site.

To achieve this goal, key objectives have been established to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character & Sense of Place

A trail system is proposed that will create a strong community character by providing neighborhood connectivity. It will also enhance sense of place by showcasing natural features, such as North Hayes Creek, and amenitizing the pipeline corridor and detention ponds.

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

2. Provide Multiple Housing Types

Providing multiple housing types will create distinction and character among the neighborhoods within the community. It will also provide different options to homebuyers, which will enhance the community's and City's long-term viability.

3. Ensure Quality Development

Rally 288 West will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements of the development. Copies of the residential guidelines and the non-residential design guidelines will be provided to the City once prepared.

4. Provide for Orderly Growth

Rally 288 West will provide for orderly growth by being sensitive to the natural features of the site and selecting land uses that are appropriate based on-site characteristics. Buffering between incompatible land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

Because of the proximity to SH 288, traffic impacts to other roads with less improvements will be minimized. Additionally, Rally 288 West will help the City achieve a highly efficient and cohesive public infrastructure system.

C. Preliminary Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Land uses proposed for Rally 288 West consist of Single Family - 60's (SF - 60's), Single Family - 50's (SF - 50's), Commercial (C), Institutional (I) and Parks & Open Space (POS). The following is a brief description of these proposed uses.

Single Family - 60's – The Single Family - 60's category (SF - 60's) is intended for the development of detached, single family dwelling units. Lot sizes within the SF - 60's category are intended to be 60-foot wide lots or larger (as measured at the lesser of the front or rear setback) with a minimum lot area of 6,600 square feet.

Single Family - 50's – The Single Family - 50's category (SF - 50's) provides for the development of detached, single family dwelling units. SF - 50's homes shall have a minimum lot width of 50 feet (as measured at the lesser of the front or rear

setback), a minimum lot area of 6,000 square feet, and a minimum building floor area of 1,400 square feet (not including the attached garage area). All SF - 50's homes must provide a minimum of 300 square feet of permeable land surface.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Private uses may include, but are not limited to private schools, day care facilities, hospitals, utilities, etc.

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

TABLE 1		
Land Use		
Land Use	Gross Acres	%
Single Family - 60's (SF - 60's)	44.7	17.2%
Single Family - 50's (SF - 50's)	67.0	26.1%
Commercial (C)	23.2	8.9%
Institutional (I)	1.3	0.5%
Rights-of-Way (Arterials & Collectors)	15.3	5.8%
Parks & Open Space (P-OS)	107.9	41.6%
Totals	259.4	100%

Land uses may be relocated within the boundaries of the PUD, provided they comply with the acreage restrictions referred to in this section. The city will be notified of any changes to the Preliminary Land Use Plan.

Land use categories shall be regulated on a total gross acreage basis. The gross acreage of individual land uses may increase or decrease by up to ten (10) percent

without further approval of the Planning and Zoning Commission or City Council. This shall not apply to land within the Parks and Open Space category which may be increased by any amount without further approval. However, the Parks and Open Space category may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. Of the combined Single Family - 60's and Single Family - 50's areas, no more than sixty (60) percent of that total may be Single Family - 50's. Table 1 shall be the basis for calculating any and all land use changes by future administrative approvals as described in the administrative section of this PUD.

The density of lots shall not exceed 2.0 units per gross acre. At a gross acreage of 259.4, this would result in a maximum of 518 allowed units.

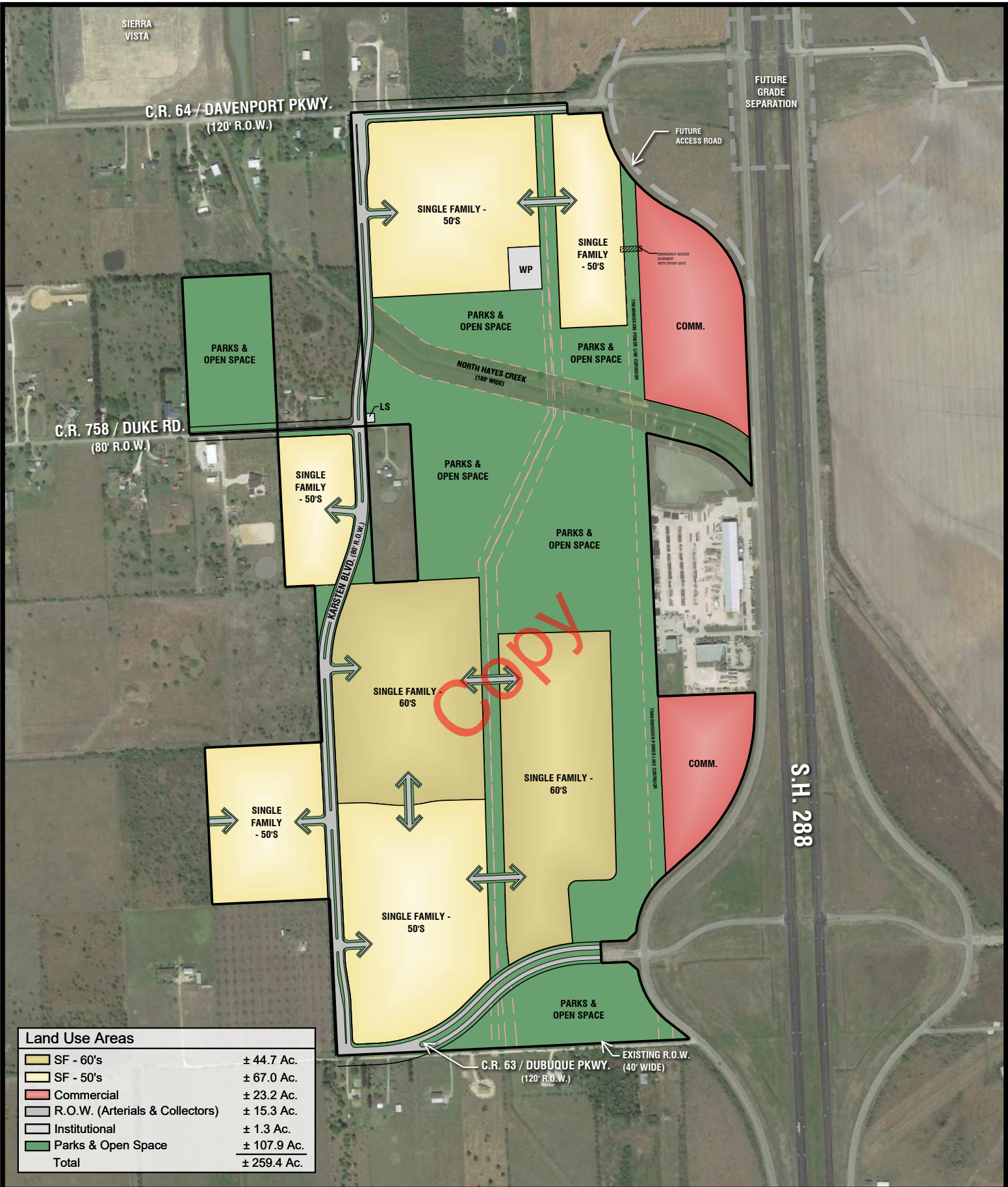
D. Benefits to the City of Iowa Colony

Rally 288 West will help meet the demand for quality residential and commercial development as the City of Iowa Colony continues to grow and will enable the City to achieve its vision for the future.

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

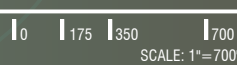
The rural character of the area will be preserved by protecting the North Hayes Creek and creating a system of trails that connect the neighborhoods to the creek, detention ponds, and one another. By creating an environment that encourages people to form bonds and share experiences, Rally 288 West will establish a cohesive community of people that blends with and preserves Iowa Colony's small town values.

In addition, Rally 288 West will help create the "rooftops" necessary to drive the commercial development planned along State Highway 288 which will generate sales tax revenue for Iowa Colony.



Rally 288 West

Exhibit 4: Preliminary Land Use Plan



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TBPLS No. 10092300

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211-022-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

E. Transportation

Rally 288 West will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community.

1. Existing Access

Rally 288 West currently has access to State Highway 288 to the east, C.R. 758 (to be renamed at a later date) to the west, and Davenport Parkway to the north. To the south, Dubuque Parkway is proposed to extend through the property to connect to State Highway 288. Karsten Boulevard is proposed to extend through the property in a north-south fashion to connect Davenport Parkway, C.R. 758, and Dubuque Parkway.

2. Street Hierarchy

The street system in Rally 288 West will consist of a hierarchy of streets ranging from major arterials to local streets. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major arterials while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within Rally 288 West:

Major Arterials – Major arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major Collector Streets – Major Collector streets are intended to help distribute traffic between major arterials and other collector streets and are identified as Major Collector Streets on the City's Thoroughfare Plan.

Local Streets – Local streets are designed to provide access to residential lots.

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

Streets within Rally 288 West shall conform to the following standards:

TABLE 2		
Minimum Right-of-Way Width & Paving Sections		
	Minimum Right-of-Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Major Arterial	120 feet	Two (2) 25 foot divided sections ¹
Major Collector	80 feet	Two (2) 23 foot divided sections ¹
Local Street	50 feet	28 feet

1) All bridge crossings may have a reduced median width.

4. Vehicular Circulation Plan

The Vehicular Circulation Plan illustrates the proposed circulation system for Rally 288 West. The plan is designed to meet the mobility needs of the development in a safe and efficient manner as well as provide adequate circulation for the overall area.

5. Karsten Boulevard

Karsten Boulevard is proposed to extend through Rally 288 West, running north to south on the western side of the Project, connecting Davenport Parkway with Dubuque Parkway. It will be the sole major collector within Rally 288 West. Esplanade openings will be strategically placed along Karsten, which the circulation plan will illustrate. The specific locations of esplanade openings will be proposed via notes on the preliminary plat and must be approved by the City's Designated Official. Requests for additional esplanade openings not shown on the exhibit will be considered on a case by case basis, subject to approval by City's Designated Official.

Extending Karsten Boulevard through the Project will help improve the circulation within Iowa Colony. It will connect Davenport Parkway, County Road 758, and Dubuque Parkway, thereby creating an alternate route if an accident occurs on S.H. 288.

The developer will work with the City's assistance to acquire the right-of-way for the segment of Karsten Boulevard that is proposed to be built outside of the project boundary between C.R. 758 and Davenport Parkway. It is in the City's interest to assist with the acquisition of this portion of the right-of-way to promote adequate circulation for the project and the surrounding community. The developer shall be responsible for funding the purchase of said right-of-way should the city assist with acquisition of the property. Where Karsten Boulevard abuts the Project boundary, the developer will dedicate 70' of right-of-way within the Project boundary, except for within 200' of intersections with Major Thoroughfares, where the developer will dedicate 90' of right-of-way. The remaining 10' of right-of-way outside of the Project boundary will be dedicated by others at a later date.

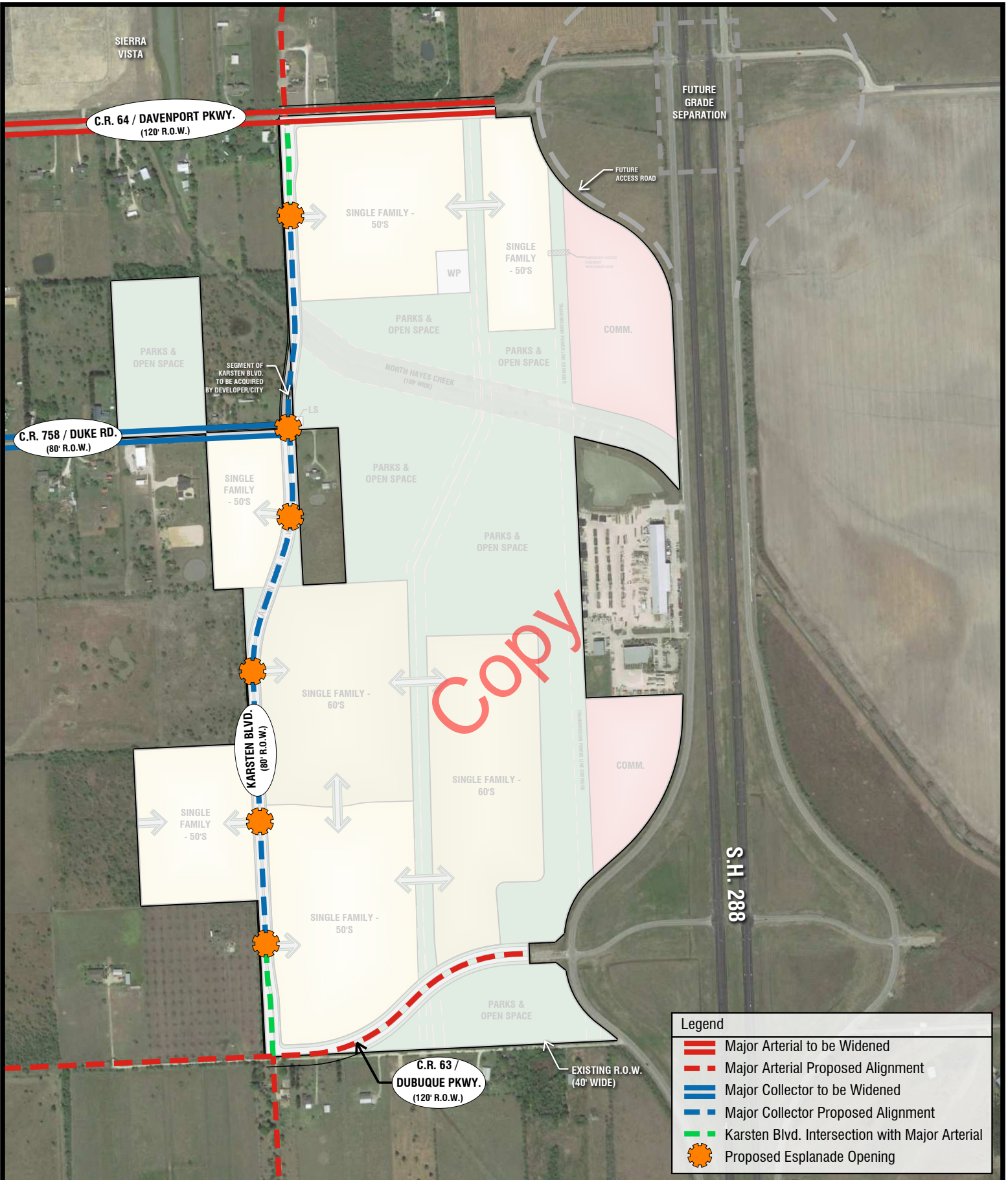
6. Davenport Parkway, County Road 758, and Dubuque Parkway

Davenport Parkway (designated as a major arterial on the City's major thoroughfare plan) runs along the northern boundary of the Project. Davenport Parkway will connect to an S.H. 288 access ramp and overpass once completed in the coming years.

County Road 758 is designated as a major collector on the City's major thoroughfare plan and runs west of the Project. It will terminate at its intersection with future Karsten Boulevard. Where this road is bisected by the project boundary, the developer shall pay fee in lieu of construction since construction of a half road in these areas is not feasible.

Dubuque Parkway (designated as a major arterial on the City's major thoroughfare plan) will extend through the southern portion of the Project to connect with State Highway 288. An S.H. 288 access ramp and overpass is also planned for Dubuque Parkway, although it is planned for construction later than the Davenport Parkway access ramp and overpass.

The necessary right-of-way will be dedicated for all of these roads, and the roads will be constructed where the proposed alignments are located wholly within the Project boundary. Where the road alignments are bisected by the project boundary, the necessary right-of-way will be dedicated, and the developer shall construct one half of the road (where feasible).



Copy

Legend	
	Major Arterial to be Widened
	Major Arterial Proposed Alignment
	Major Collector to be Widened
	Major Collector Proposed Alignment
	Karsten Blvd. Intersection with Major Arterial
	Proposed Esplanade Opening

Rally 288 West

Exhibit 5: Circulation Plan

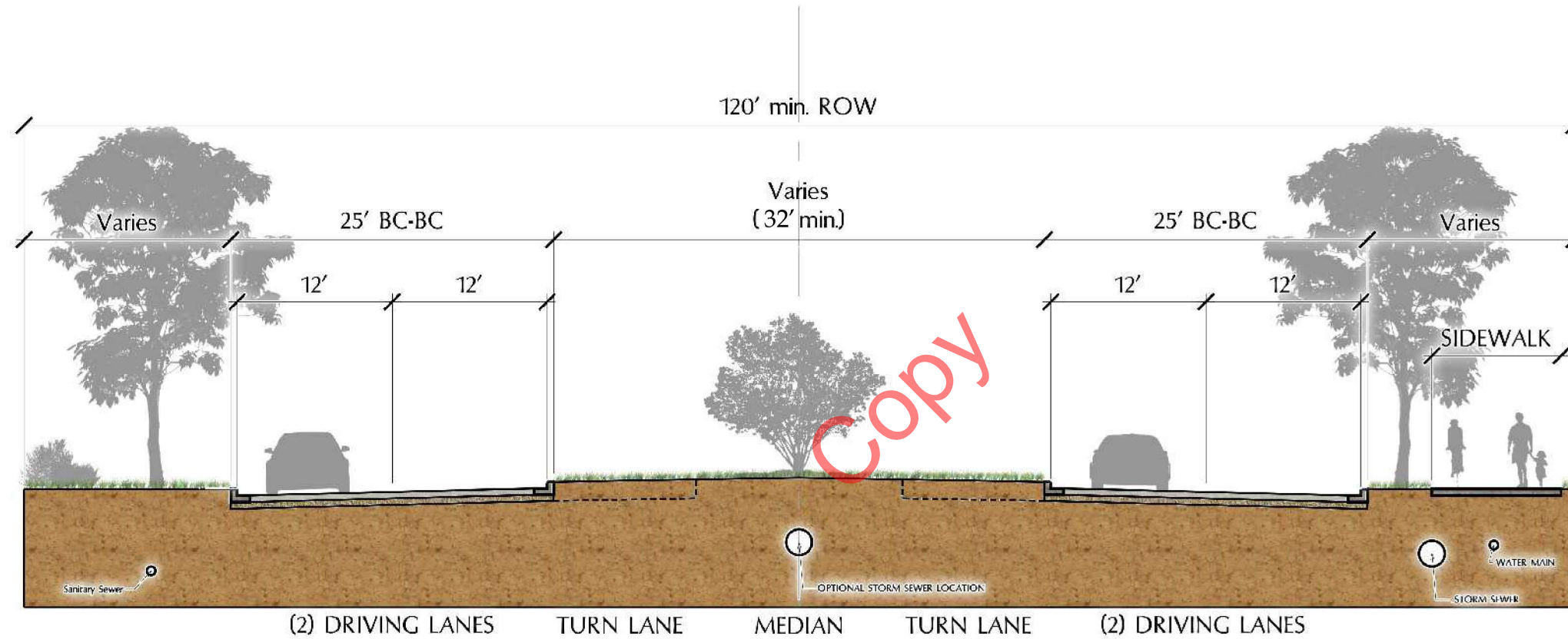
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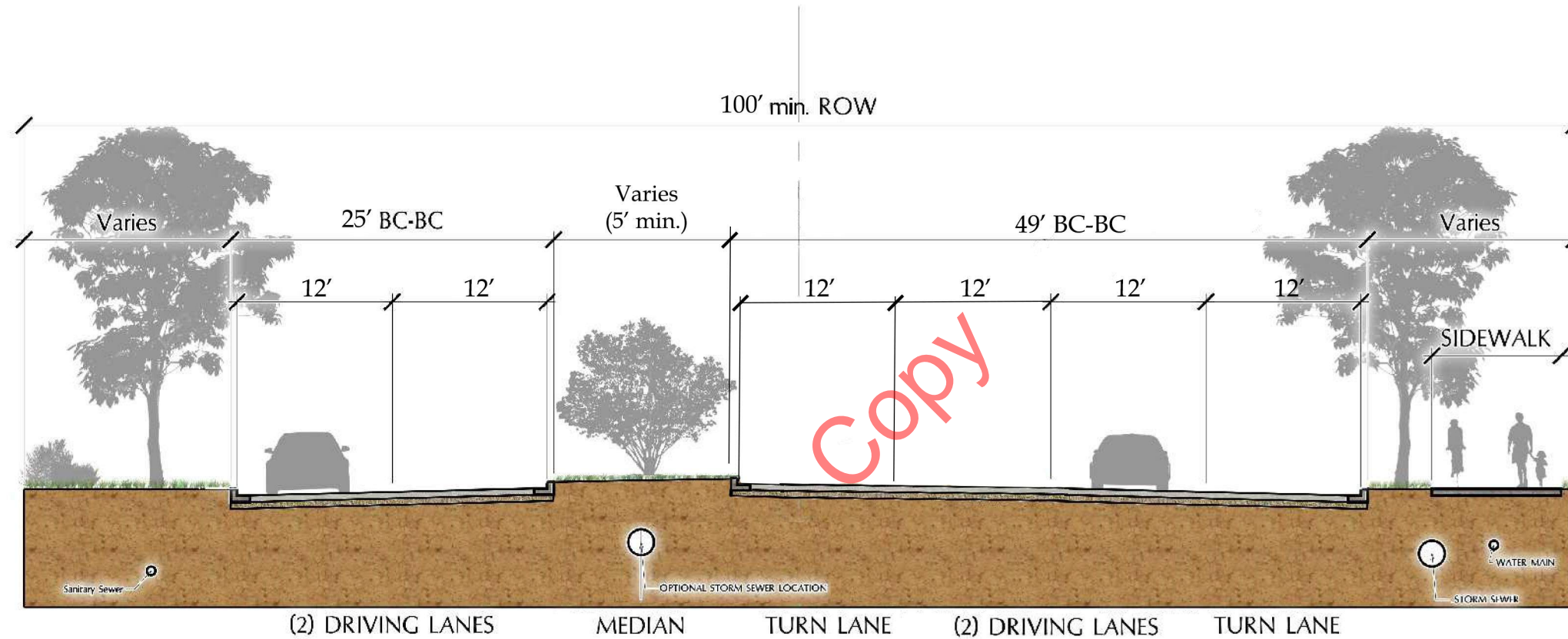
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Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Median width may be reduced to 16 feet to accommodate left turn lanes.
6. Driving lanes may meander within the right-of-way as right-of-way widens greater than 120' minimum.
7. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
8. Proposed trees within median will be planted a minimum of 5' from utility lines.



Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. Sidewalk may be located as 6' sidewalk on both sides of ROW or as 8' sidewalk on one side of ROW.
3. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
4. Median openings shall be located in conformance with the Circulation Plan.
5. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
6. Proposed trees within median will be planted a minimum of 5' from utility lines.
7. A 10' P.U.E. shall be located outside of the R.O.W. on the east side of Karsten Boulevard.

Rally 288 West

Exhibit 7: Karsten Blvd. Intersection with Major Arterials

NOT TO SCALE

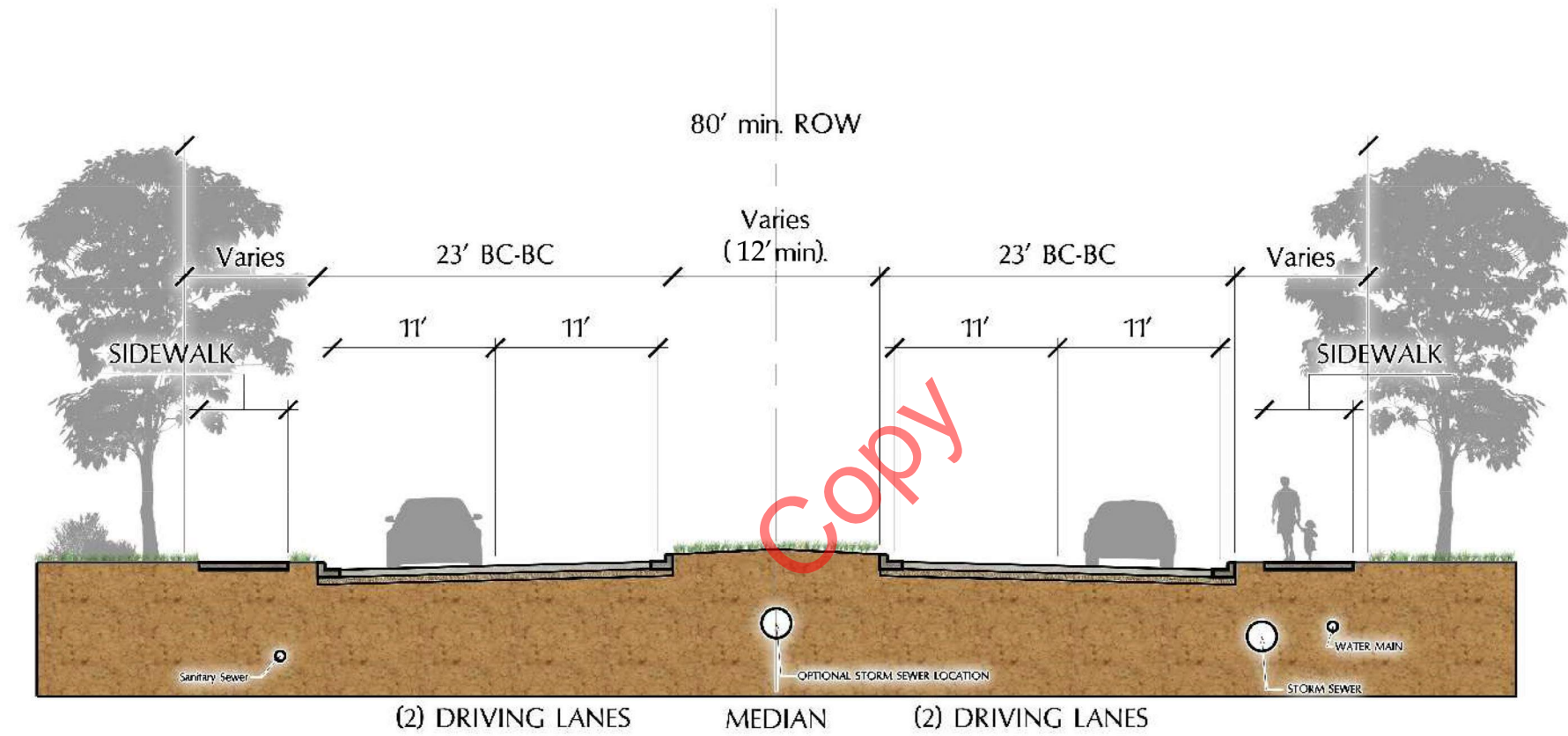
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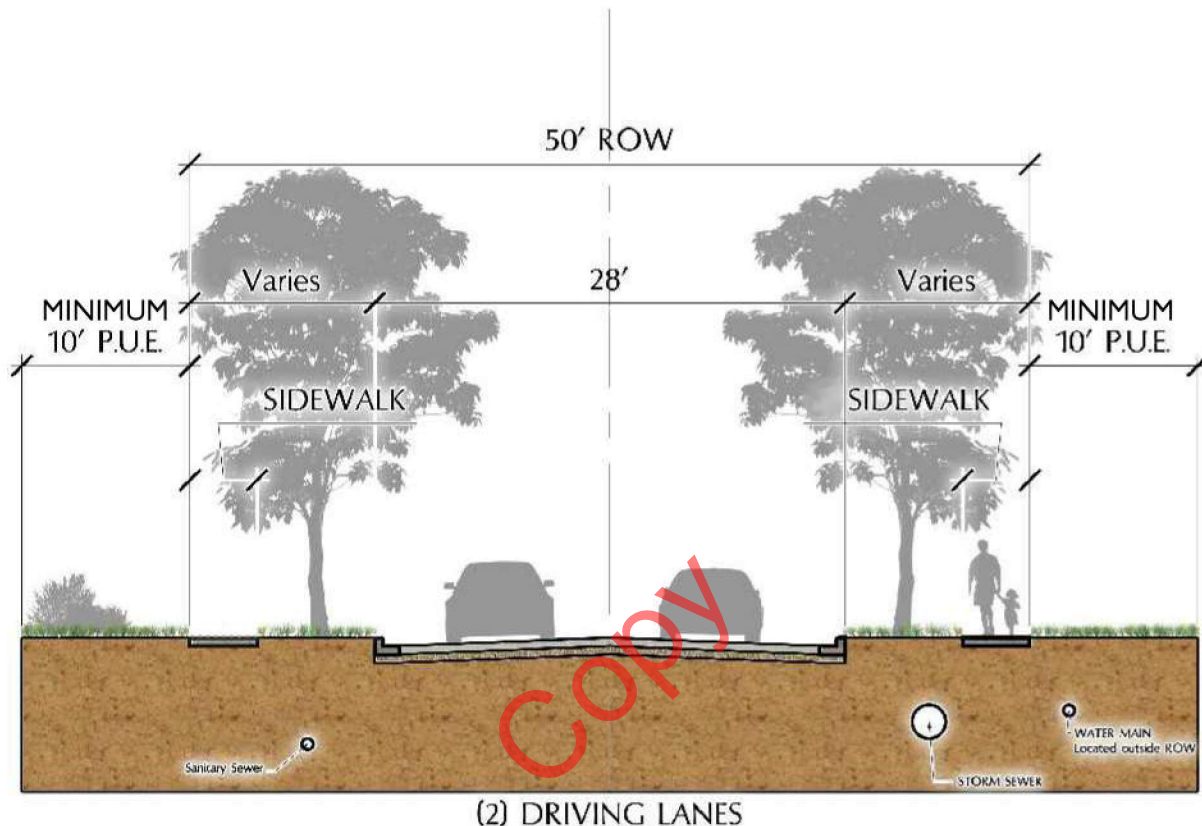
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Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Median openings shall be located in conformance with the Circulation Plan.
4. Median width may be increased to accommodate left turn lanes.
5. Right turn lanes will be provided, if necessary, at intersections with Major Arterials. Right-of-way may be widened to accommodate 11' right turn lane.
6. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.



(2) DRIVING LANES

Notes:

1. Sidewalk(s) may be located outside of right-of-way within an approved sidewalk easement.
2. If an existing or proposed trail is located on an adjacent reserve, a sidewalk shall not be required.
3. Utility locations are schematic in nature. Actual location may vary due to engineering limitations.
4. P.U.E. shall mean public utility easement.
5. P.U.E.'s in excess of 10' may be required depending on final engineering design.

Rally 288 West

Exhibit 9: Street Section - Local Street

NOT TO SCALE



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8. Street Design Criteria

Streets within Rally 288 West shall conform to the following standards:

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

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

Attached units – 8 vehicle trips per day per unit (44 units)

In no case shall cul-de-sacs exceed 800 feet in length.

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

Cul-de-sacs in non-residential areas shall be considered on a case-by-case basis by the City’s Designated Official.

Intersections: Intersections of local streets shall be spaced at a minimum of 125’ apart, as measured from centerline to centerline.

Streets shall be designed to intersect as nearly as possible to right angles.

No street shall intersect any other street at less than 70 degrees.

Property lines at intersections of major arterials and major collectors shall transition with a 25 foot minimum radius curve.

Property lines at intersections of local streets shall transition with a 25 foot minimum radius curve. Property lines that intersect at less than 90 degrees shall transition with a 25-foot minimum radius curve.

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

Curves along major collector streets shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet.

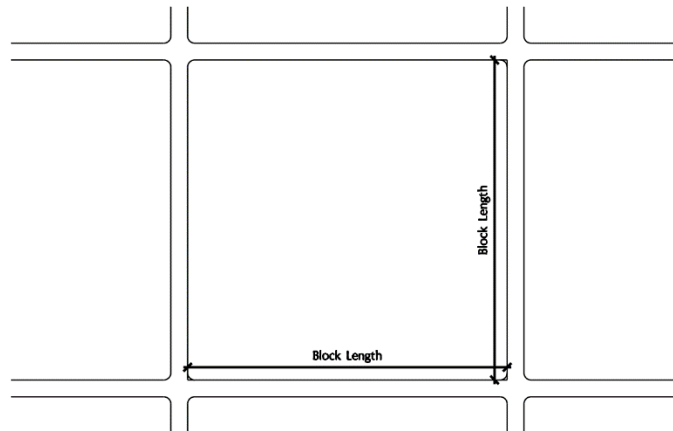
Block Length: Major arterials shall have a maximum block length of 2,600 feet with the following exception:

- Major arterials that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

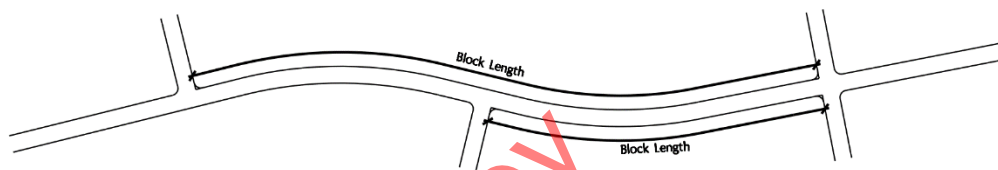
Major collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

- Crossings of creeks shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan.
- The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

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



Traditional Block Length Measurement



Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 2,400 feet and pedestrian connections are not provided, the City's Designated Official may require that a reserve, having a minimum width of twenty (20) feet, be provided to accommodate such a connection if it would significantly improve overall pedestrian circulation within the development. Where physically possible, a minimum thirty (30) feet wide emergency access reserve that connects the Rally 288 West boundary with a public street must be provided a minimum of every 2,400 feet along the Rally 288 West boundary unless determined to be unnecessary by the City's Designated Official.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 15 feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes provided that the divided

paving section extends to the first intersecting street that is not a cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

All subdivision sections, regardless of the number of lots, will require a minimum of two points for emergency protection access. One of the points may be gated with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each SF - 60's and SF - 50's lot shall have frontage on a local street.

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

9. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 3			
Sidewalk Requirements			
Street Type	Minimum Requirement		
Major Arterial	6 foot sidewalks shall be provided on both sides of the street	OR	An 8 foot sidewalk shall be provided on one side of the street
Major Collector	6 foot sidewalks shall be provided on both sides of the street	OR	A 8 foot sidewalk shall be provided on one side of the street
Local Street	5 foot sidewalks shall be provided on both sides of the street		

* 6 foot sidewalks shall be provided at bridge crossings

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

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

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space will be a central feature of the community and its identity. Rally 288 West will celebrate and draw upon the natural beauty of North Hayes Creek by preserving it to the greatest extent possible. There will be no clear cutting and the introduction of concrete structures will be minimized. In addition to North

Hayes Creek, man-made detention basins will be created that will extend out into the community from the Creek. These detention basins will be contoured and landscaped and they will form the backbone of the open space system, providing a common “thread” that binds the community together both physically as well as socially.

Additionally, active recreational facilities will be developed and built within Rally 288 West, ranging from small pocket parks to the larger neighborhood parks, which will be connected through an extensive pedestrian trail system. This will be the backdrop for many leisure activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within Rally 288 West.

The Iowa Colony Unified Development Code regulations require that not less than 1 acre for each 54 proposed dwelling units be set aside for neighborhood park purposes. Based on the 518 maximum dwelling units possible within this PUD, the parkland dedication requirement for Rally 288 West is 9.6 acres. Parkland shall comply with the City’s Planned Unit Development Ordinance (O-2019-14).

The City of Iowa Colony planned unit development regulations require that not less than 5% of the total area of development be set aside for open space. Based on a total area of 259.4 acres, the open space requirement for Rally 288 West is 13.0 acres. Approximately 107.8 acres of land within Rally 288 West is planned to be designated as neighborhood parkland and open space. A minimum of 9.6 acres will be solely dedicated to neighborhood parkland purposes. The following table indicates the amount of parks and open space to be provided.

TABLE 4				
Parks and Open Space				
	Required		Provided	
Land Use	% of gross acreage	Acreage	% of gross acreage	Acreage
Parks and Open Space (POS)	5%	13.0	42%	107.8

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones, and transitions between areas of development. The undeveloped open space portion of the project is preserved to provide the communities with “passive” recreational opportunities and to maintain a visual barrier between adjacent uses.

Of the 9.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public. Private parks will be owned and maintained by a Municipal Utility District or the Home Owner’s Association and will allow general public use. Land which is encumbered by easements, detention areas, lakes, and drainage channel borders shall qualify at a 50% credit if it complies with the following criteria: it includes hike, bike, and all-weather paths, landscaping and sodding installed according to the construction standards of the City; paths must also be connected to recreational areas as part of an open space system; an average minimum width of thirty feet (30’) and a minimum width of twenty feet (20’); and side slopes for areas used in the credit not to exceed five to one (5:1) ratio, unless otherwise approved by the City.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of Rally 288 West moves forward. However, all lots shall be within a quarter-mile radius of a dedicated neighborhood park. The city will be notified of any changes to the Parks, Open Space, & Trails Plan. The City’s regional parkland fee shall still apply to all lots within this PUD.

A pool, recreation center, and playground will be constructed with Phase 2. An additional playground will be constructed with Phase 3. However, the precise locations of these amenities are subject to change.

2. Compensating Open Space

Lots less than 6,600 square feet shall provide compensating open space in the minimum amount required by the City’s planned unit development ordinance (O-2019-14). The compensating open space shall be in accordance with the following schedule and in conformance with additional performance standards as follows.

TABLE 5	
Compensating Open Space	
Single-family residential lot area may be reduced to between:	Upon providing this amount of compensating open space per single-family residential lot (square feet)
6,000 – 6,599	150
5,500 – 5,999	300
5,000 – 5,499	450
4,500 – 4,999	600
4,000 – 4,499	750

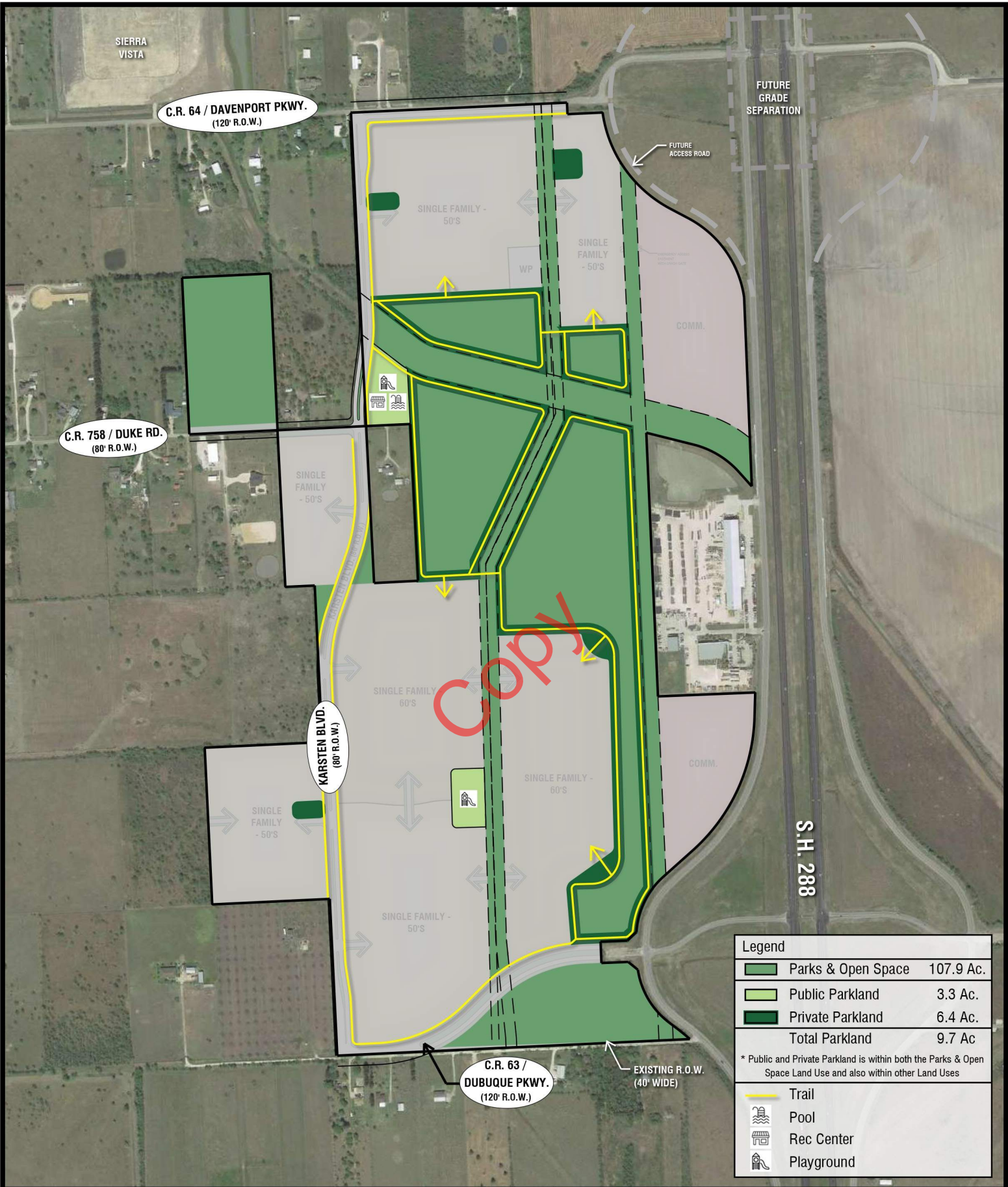
No more than twenty-five (25%) percent of the total required compensating open space may be located within the one hundred (100) year floodplain. The minimum size of any area used for compensating open space shall be one thousand (1,000) square feet, with a minimum width of twenty (20) feet.

3. Trails

In addition to the required street sidewalks, Rally 288 West will provide an extensive trail system that will extend throughout the community offering access to parks and between neighborhoods. The trail system within Rally 288 West will be maintained by the Municipal Utility District or Home Owner's Association, except where trails are included in public parkland dedication areas, in which case the responsibility of maintenance shall transfer to the City of Iowa Colony.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within Rally 288 West. Trails may be paved or unpaved and constructed of materials that are appropriate for the specific application. The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual trails may be moved or combined as the design and development of Rally 288 West moves forward. The city will be notified of any such changes.

All trails along roadways shall follow the guidelines as set forth in Table 3. All other trails not along roadways shall be a minimum of 4 feet in width.



Legend	
	Parks & Open Space 107.9 Ac.
	Public Parkland 3.3 Ac.
	Private Parkland 6.4 Ac.
	Total Parkland 9.7 Ac
* Public and Private Parkland is within both the Parks & Open Space Land Use and also within other Land Uses	
	Trail
	Pool
	Rec Center
	Playground

Rally 288 West

Exhibit 10: Parks, Open Space, & Trails Plan

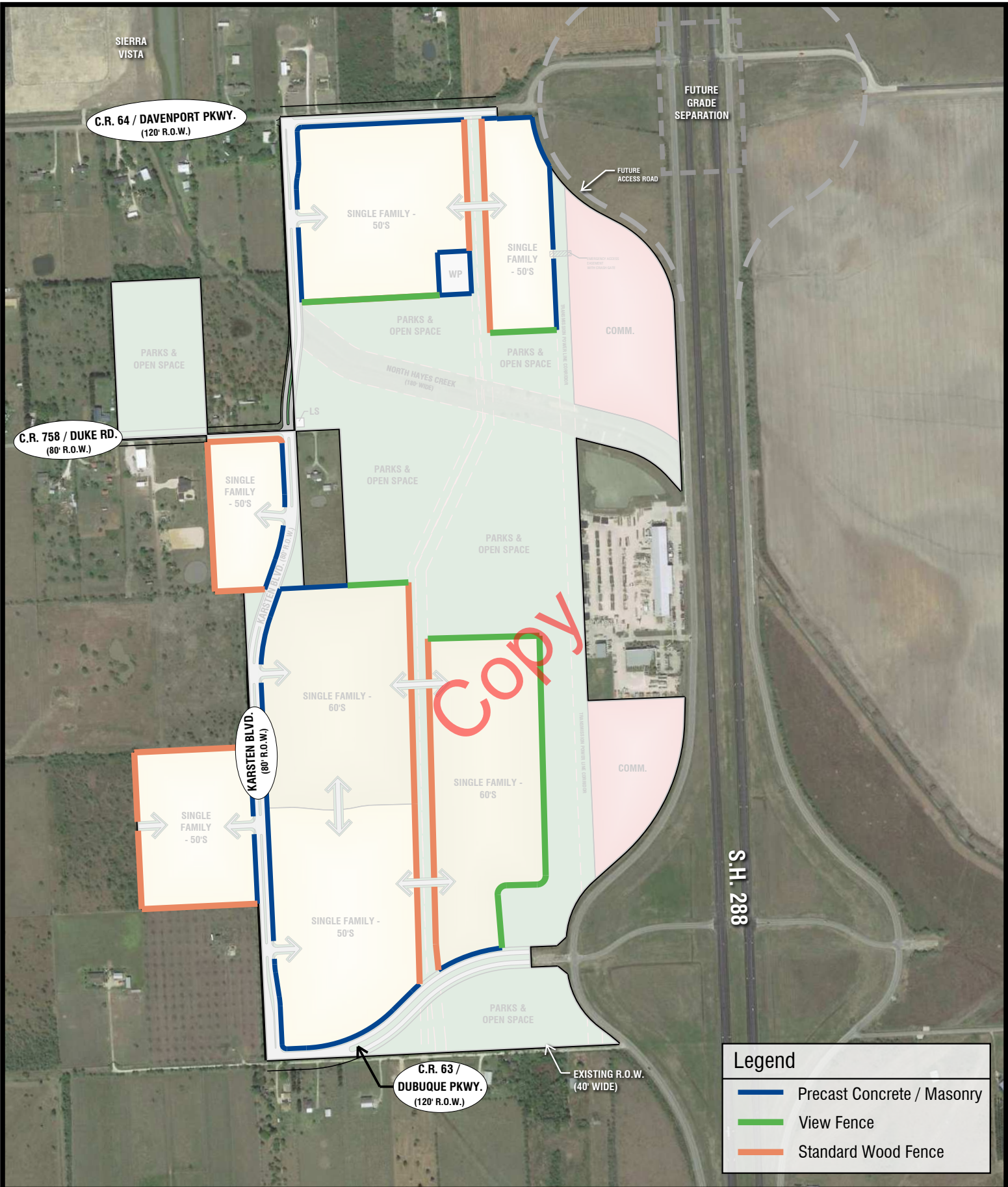
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Rally 288 West

Exhibit 11: Fencing Plan

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G. Infrastructure

1. Municipal Utility Districts

Rally 288 West is served by Brazoria County Municipal Utility District #57, which will be responsible for providing public utility service to the project. The City of Iowa Colony shall have the option to assume the maintenance and operation of MUD constructed facilities. The specific terms, conditions, and timing of any transfer of MUD facilities to the City will be the subject of a separate utility agreement to be executed between the appropriate MUD and the City.

2. Water

The water distribution system within Rally 288 West will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. One water plant is anticipated. Water wells, ground storage tanks, pressure tanks, and booster pumps will be constructed as necessary to meet demand.

The size of water distribution lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries Rally 288 West.

3. Wastewater

The wastewater collection and distribution system within Rally 288 West will be designed to meet or exceed the City of Iowa Colony and TCEQ requirements. Wastewater generated within the development will be collected by an internal network of gravity flow lines and lift stations and treated at the BCMUD No. 55 wastewater treatment plant in Meridiana, unless the City of Iowa Colony builds a regional wastewater plant closer to Rally 288 West in which case wastewater would be treated at that plant.

The size of wastewater collection lines will vary based on the ultimate needs of the community. The City of Iowa Colony may choose to participate in the cost of facilities to be oversized to serve other areas outside of the boundaries of Rally 288 West.

4. Storm Drainage & Detention System

The drainage plan and storm sewer system will be designed in accordance with City of Iowa Colony and Drainage District # 5 regulations. The storm water runoff within Rally 288 West will be routed through a curb and gutter street system to storm sewer lines that will outfall into detention basins contoured and landscaped to resemble natural lakes throughout the community. The internal detention basins will provide storage volume for the increased storm water runoff resulting from development of the property, but will also be incorporated as amenity features and open space integrated into the theme of the community. The storm water from the detention basins will outfall in a controlled fashion to North Hayes Creek at a rate no greater than the pre-development rate of storm water runoff.

The drainage collection systems will be designed to convey the 100-year sheet flow either in the collection system near the outfall point or by sheet flow drainage through the curb and gutter streets with maximum ponding per agency requirements. The proposed internal detention basin system will be sized to contain the excess run-off resulting from a 24 hour 100-year frequency rainfall event for developed and undeveloped conditions with a minimum freeboard of one foot before out falling into the receiving stream. The storm sewer system will consist of reinforced concrete pipe and box culverts sized per agency requirements. Concrete channelization will be minimized.

5. Flood Plain Management

City, county, and FEMA regulations require the elevations of building slabs to be at or above certain minimum elevations to protect people and structures and to reduce the probability of flooding. When Rally 288 West is developed, portions of the property, including portions of the flood plain, will be filled with soil to meet those minimum elevation requirements. When a flood plain area is filled, the volume of storm water storage displaced from the flood plain by the new fill must be replaced. This replacement volume is known as "flood plain mitigation". Flood plain mitigation is accomplished by excavating a nearby area within the same watershed as the area of fill with a volume equal to the volume of fill placed in the flood plain. This requirement ensures that the available flood plain storage volume is not decreased and that surrounding properties are not adversely affected. Rally 288 West will construct the required floodplain mitigation volume in accordance with city, county, and FEMA requirements and will prepare a LOMR-F (Letter of Map Revision - Based on Fill) to reflect the adjusted flood plain areas that will occur

internal to the property as a result of development. No habitable structures shall be constructed within the floodway.

The Rally 288 West drainage system, including storm water detention and flood plain mitigation, will comply with applicable agency requirements to ensure no adverse impacts will result upstream or downstream due to development of Rally 288 West.

6. Homeowner's Association & Architectural Review Committee

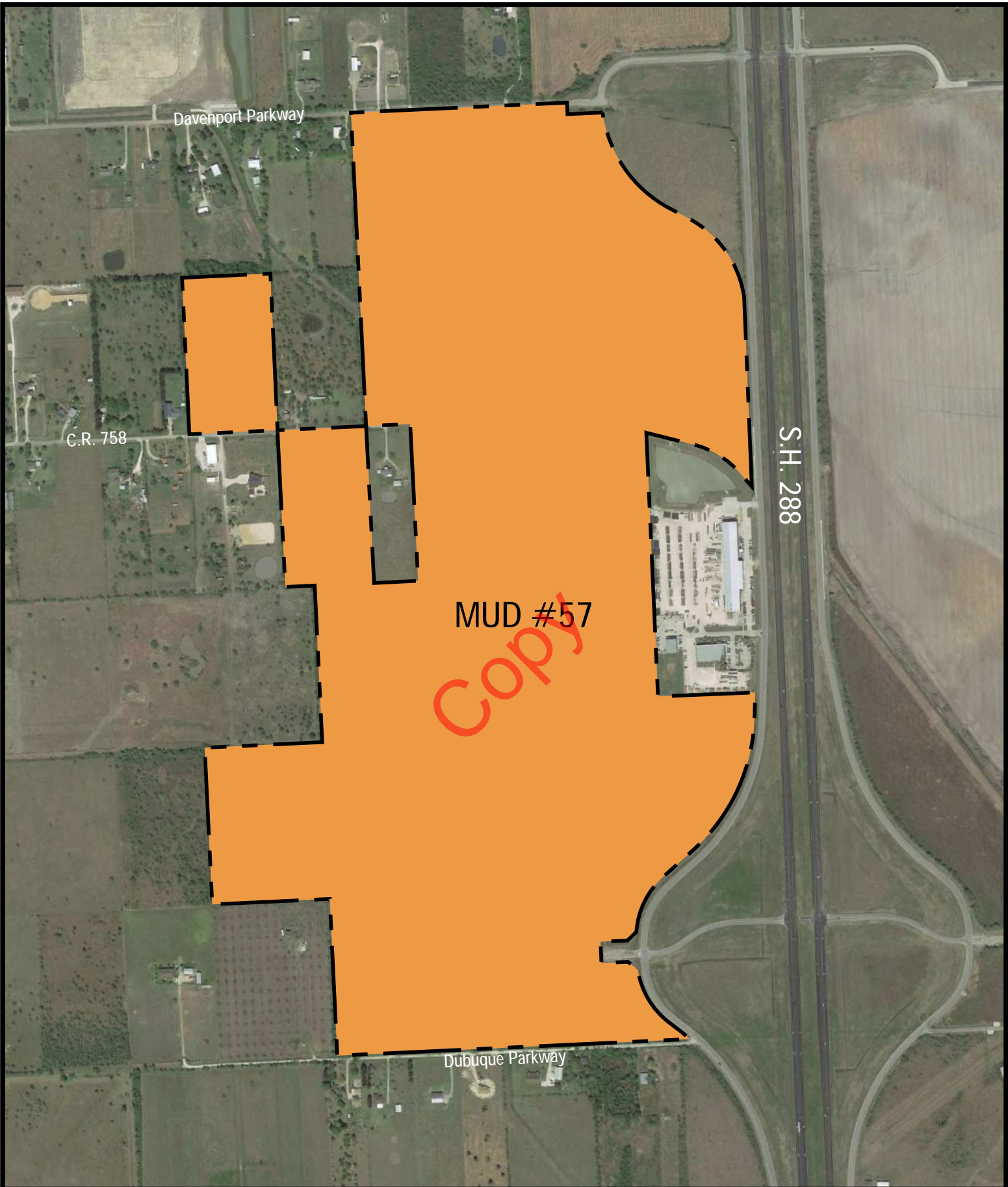
A Homeowner's Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the city for their review and comment prior to being recorded with the county clerk. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

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

Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner' Associations.

H. Project Phasing

The phasing strategy for Rally 288 West provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for Rally 288 West and indicates the estimated construction timing of each phase. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The city will be notified of any changes to the Phasing Plan.



Rally 288 West

Exhibit 12: MUD Map

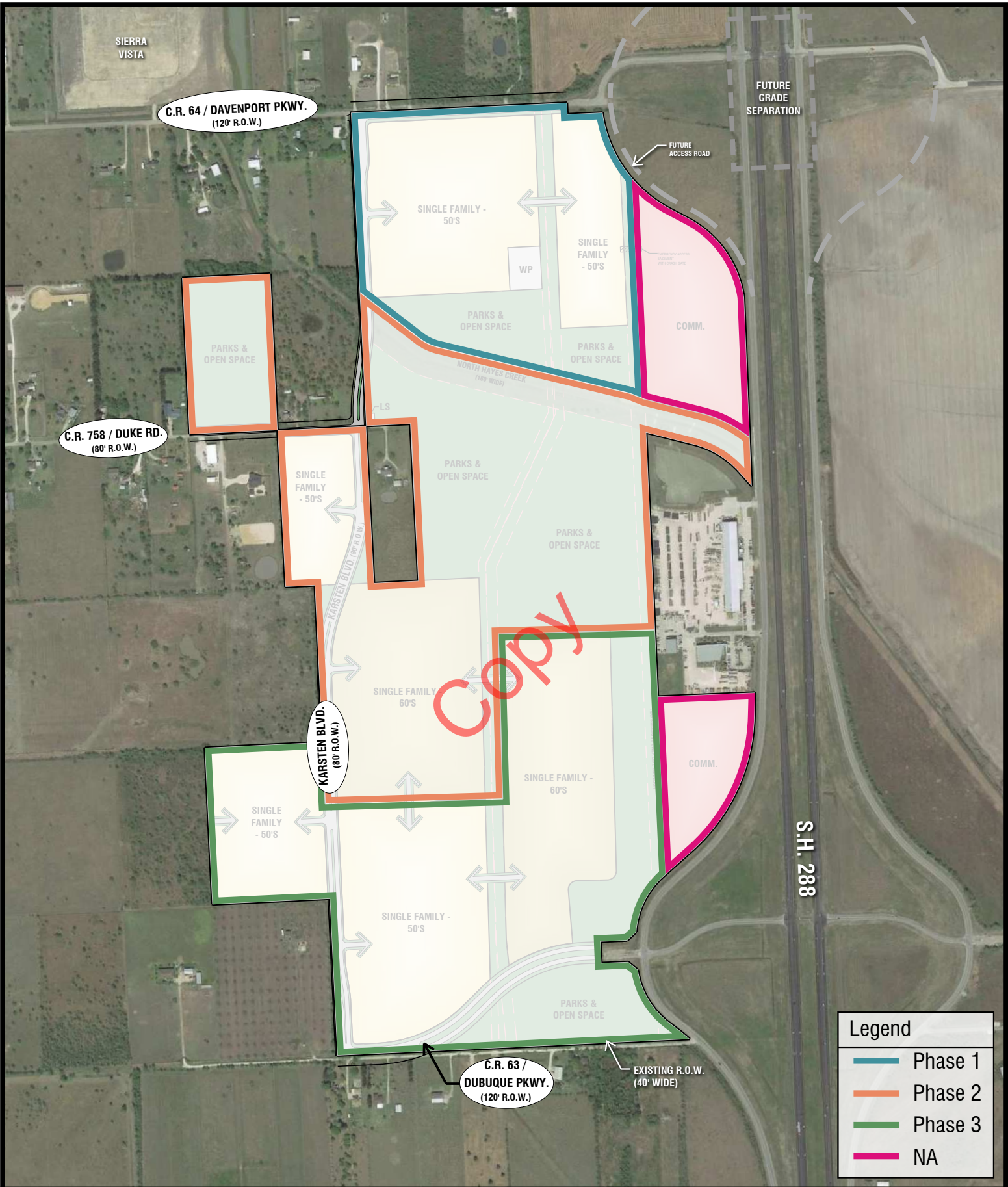
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Exhibit 13: Phasing Plan

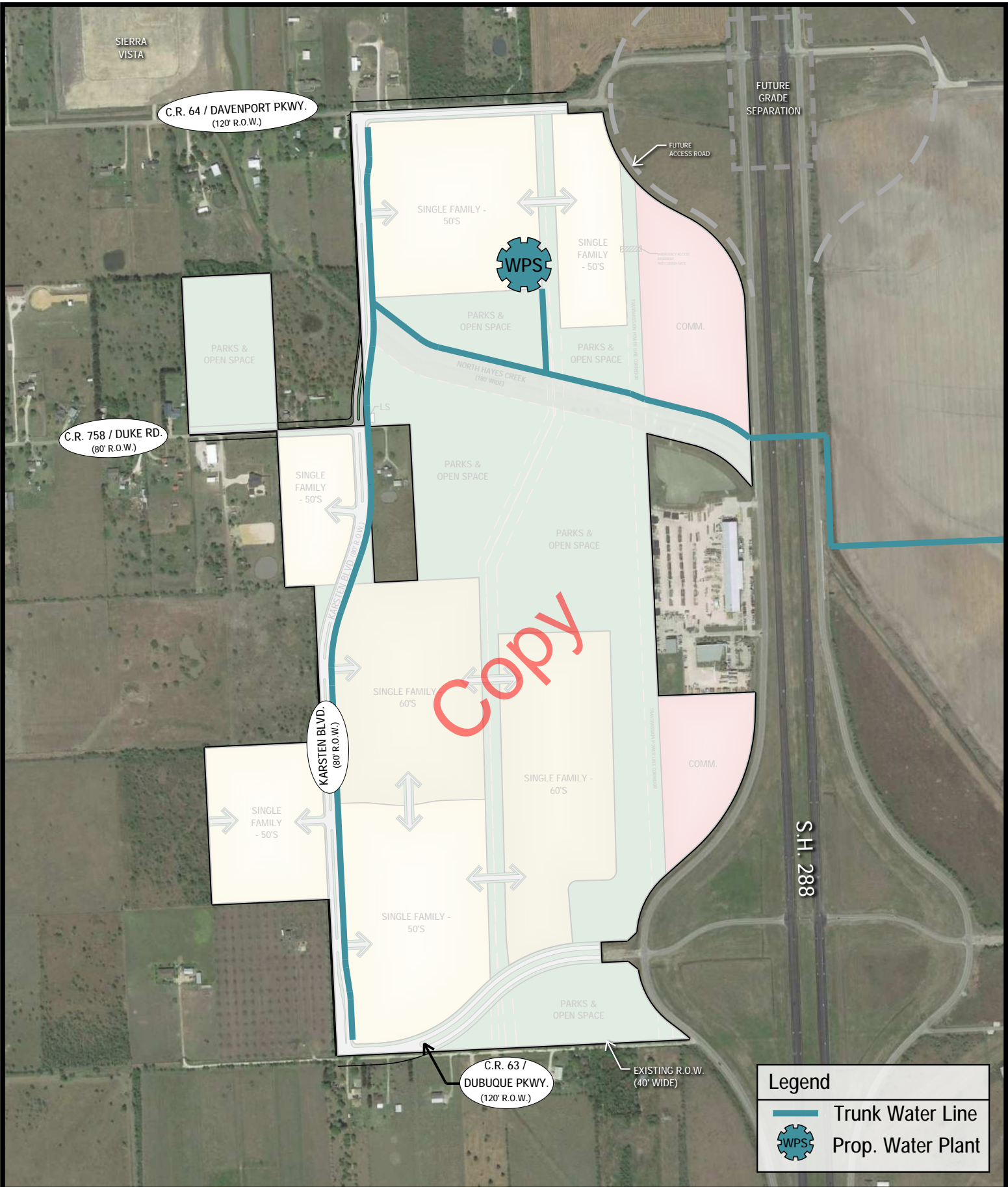
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Legend	
	Trunk Water Line
	Prop. Water Plant

Rally 288 West

Exhibit 14: Water Supply and Distribution Plan

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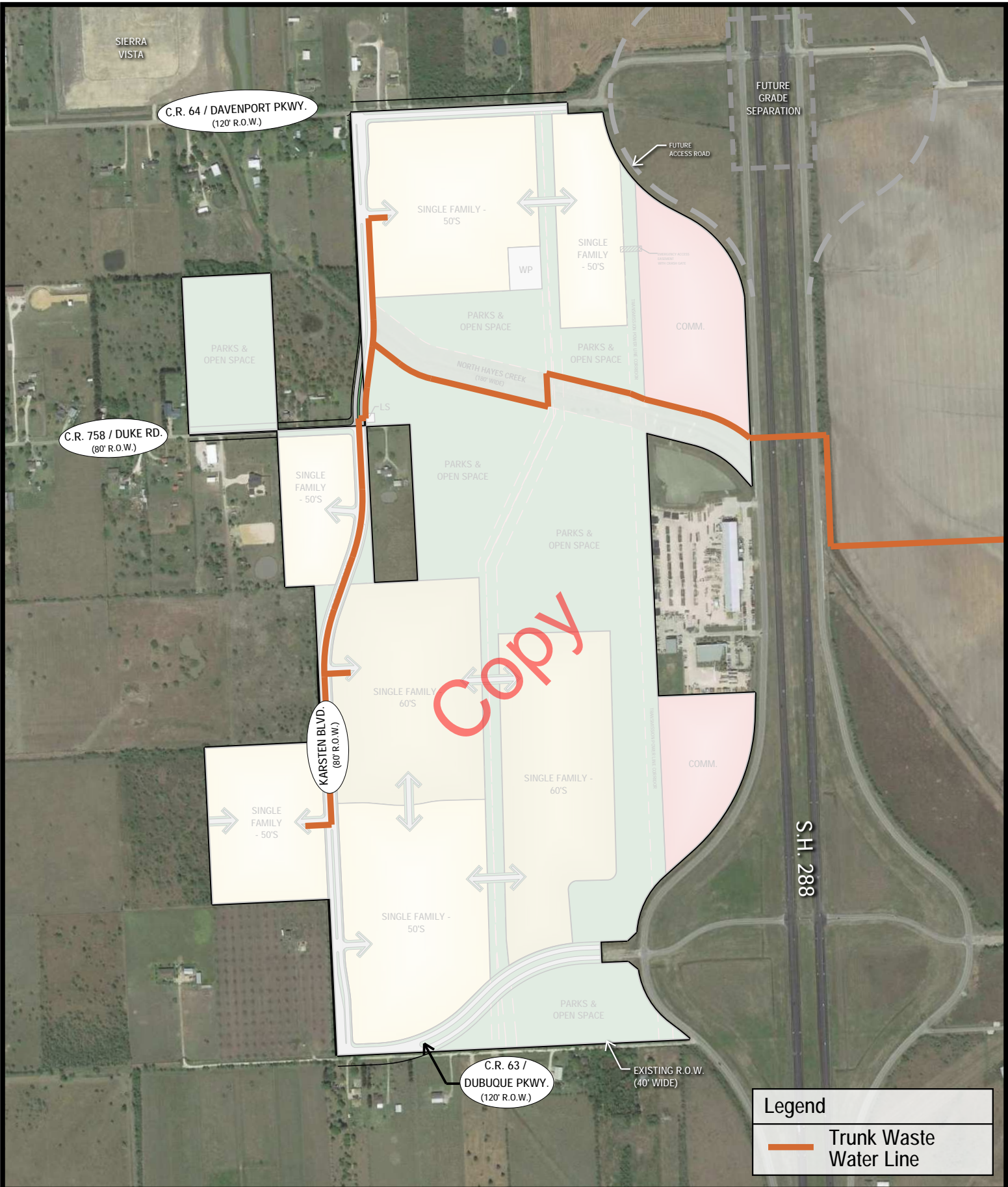


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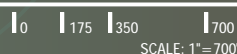
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Legend	
	Trunk Waste Water Line

Rally 288 West

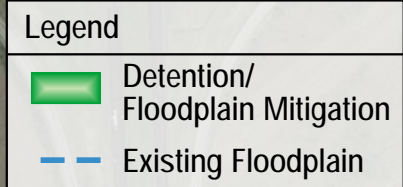
Exhibit 15: Sanitary Sewer Collection and Treatment Plan



EHRA
 ENGINEERING THE FUTURE SINCE 1938
 10011 MEADOWGLEN LANE
 HOUSTON, TEXAS 77042
 713.784.4500
 EHRAINCO.COM
 TBPE No. F-726
 TBPLS No. 10092300

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

EHRA JOB NO.
221-022-00



III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

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

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

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of Rally 288 West PUD. Appendix 1 contains the legal description of the property.

All construction and development within the PUD area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this PUD and the laws of the State of Texas, except as modified within the amended PUD.

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

This PUD may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the PUD that are affected by the change.

2. Additional Uses

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

3. Non-Conforming Land Uses

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

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

4. Non-Conforming Structures

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

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

5. Existing Utilities

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

6. General Development Plan

A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan.
- All recorded easements
- Other proposed streets that will stub out (temporarily terminate) to the boundary of the project
- Proposed land uses and major utilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development except for minor plats as defined by state law.

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

7. Grading

The developer shall be permitted to commence topographic grading of the property, including clearing and grubbing, in preparation of development upon preliminary plat approval. For road construction, grading may commence upon the submittal of construction drawings. However, prior to any grading activity, a Storm Water Pollution Plan must be submitted and any required City of Iowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

8. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety

permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:
 - a.) Maintain a 1,000 foot separation between all operations or storage and the nearest occupied residence;
 - b.) Limit hours of operation to between 7:00 a.m. and dusk, Monday through Friday;
 - c.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project.
 - d.) Are enclosed by a solid fence having a minimum height of six (6) feet.

9. Design Guidelines

Design guidelines will be created which will address site and building design within Rally 288 West. The purpose of these guidelines will be to preserve the character of Rally 288 West by establishing high quality design standards for development. Copies of these guidelines will be provided to the City.

10. Lighting

All lighting within Rally 288 West will be subject to standards established in the Iowa Colony Unified Development Code. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

11. Site Development Standards

The exhibits contained in this PUD satisfy the requirements of Section 74 (e) of the City of Iowa Colony Zoning Ordinance regarding a “Preliminary Site Plan”. The “Final Site Plan” required by Section 74 (f) of the City of Iowa Colony Zoning Ordinance shall be the same “Final Plan” to be submitted with the final subdivision plat as referenced below.

Development standards will be created for all residential and commercial development within Rally 288 West. The developer shall submit an “outline development plan” containing to the degree practical the items required by Section 27 (B) of the City of Iowa Colony Subdivision Ordinance with the preliminary plat. A “final plan” containing to the degree practical, the items required by Section 27 (G), (H) and (I) of the subdivision ordinance with each final plat.

Copy

C. Development Standards

1. Single Family - 60's (SF - 60's)

Purpose: The Single Family - 60's category is intended for the development of detached, single family dwelling units and compatible uses. There will be no private/gated Single Family - 60's sections.

Permitted uses:

Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Minimum Lot Area:

6,600 square feet

Minimum Lot Width:

60 feet at the lesser of the front or rear building setback line

Minimum Setbacks:

Front:

20 feet

5 feet for lots that front on a common area

Rear:

15 feet**

Side:

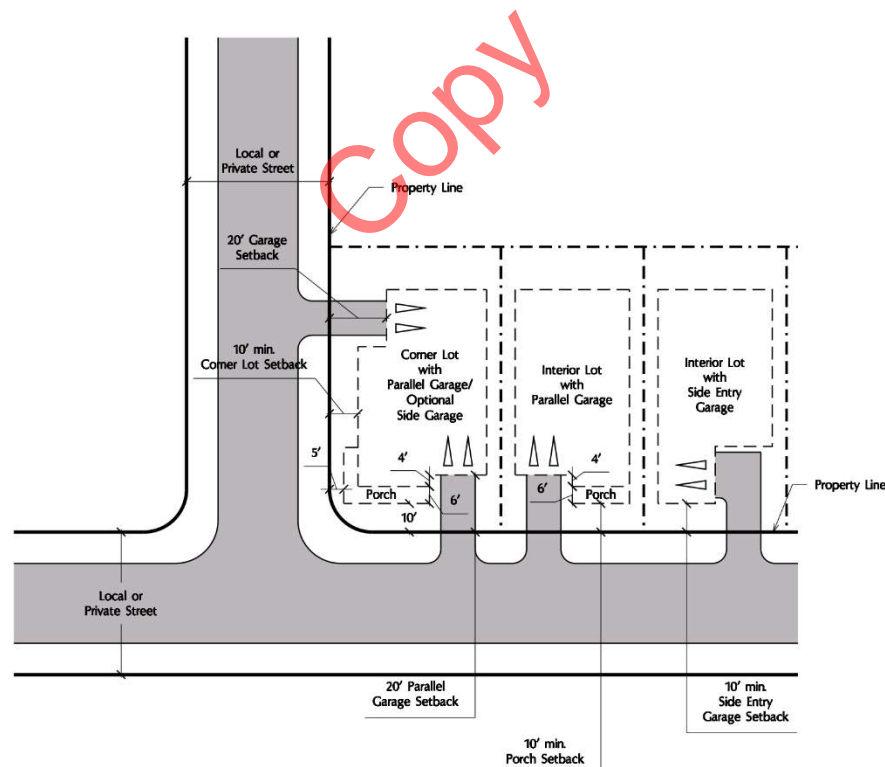
5 feet**

Corner: 10 feet*

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

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

SINGLE FAMILY - 60's LOT DIAGRAM



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

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

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

2. Single Family - 50's (SF - 50's)

Purpose: The Single Family - 50's (SF - 50's) category is intended for the development of detached, single family dwelling units. There will be no private/gated Single Family - 50's sections.

Permitted uses:

- Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses
- Minor utilities
- Open space
- Parks
- Recreational facilities
- Religious assembly
- Single family homes
- Temporary uses

Minimum Lot Area: 6,000 square feet

Minimum Lot Width: 50 feet at the lesser of the front or rear building setback line

Minimum Building Floor Area: 1,400 square feet

Maximum Lot Coverage: 50% of lot (inclusive of attached garage area)

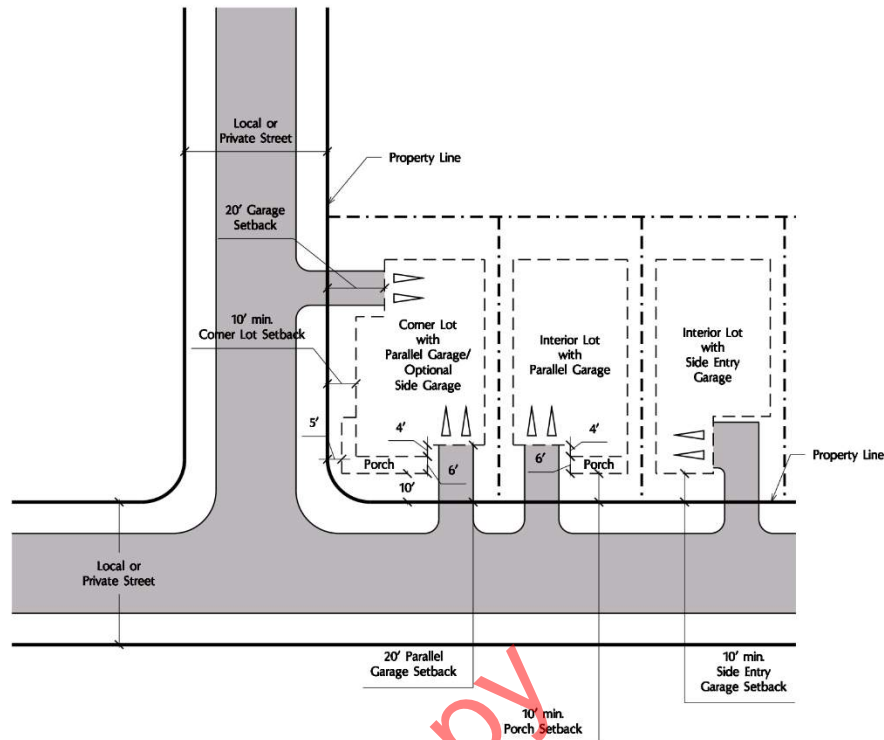
Minimum Setbacks:

Front:	20 feet*
	5 feet for lots that front on a common area
Rear:	15 feet**
Side:	5 feet**
Corner:	10 feet*

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

**Accessory structures may be setback three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

SINGLE FAMILY - 50's LOT DIAGRAM



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

Maximum Building Height: Two (2) stories. Three (3) stories may be allowed with fire marshal approval.

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

Additional Requirements:

Single Family - 60's homes shall comply with the standards established in Single Family - 60's category.

For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100)

percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.

For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.

3. Commercial (C)

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

Permitted uses:

- Abstract or title company
- Accounting
- Advertising agency
- Agricultural uses
- Animal feed store
- Antique store
- Appraisers
- Architect
- Art gallery
- Arts and crafts store
- Automatic laundry
- Automobile parking lots

Automobile parts store

Bakery, employing no more than five (5) persons

Bank

Barber and beauty shop

Bookkeeper

Bookstore

Cafeteria

Candy store

Catering

Childcare center

Clinic for treatment of humans

Clothes store

Collection agency

Commercial billboard or advertising signs not to exceed thirty-two (32) square feet in area per sign

Computer store and repairs

Convenience store

Credit counselor

Dance studio

Delivery service

Dental clinic

Department store

Doctor

Drafting service

Drug store

Engineer

Entry features & monuments

Filling station or service station, but without wrecker service

Financial consultant

Flea market, maximum one (1) acre including parking

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

Ice retail distributing, but not manufacturing

Insurance agency

Jewelry store

Laundry storefront, dry cleaning storefront, or laundry plant,
but not dry cleaning plant

Lawyer

Locksmith

Medical supply store

Minor utilities

Mortgage company

Motels and tourist courts

Motion picture theater, but not drive-in theater

Musical instrument store

Notary public

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Pawnshops that have been duly licensed to transact business by the Consumer Credit Commissioner under the Texas Pawnshop Act (Article 5069-51.01 et seq., Vernon's Texas Civil Statutes)

Plant nursery

Public facilities

Public safety site

Radio repair and sales

Radio studio (excluding tower)

Real estate agent

Record and tape store

Recreational facilities

Restaurants and taverns

Shoe store and repair shop

Sporting goods store

Stockbroker

Storage facility

Studio (art, music or photo)

Taxidermist

Tailor

Toy store

Travel agency

Video arcade

Washateria

Non-Permitted uses: Auction

Auto repair

Billboards

Cemeteries

Kennel (commercial)

Massage parlors

Pawn shop

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

Sexually oriented businesses

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 square feet

Minimum Lot width: 80 feet

Max. Lot coverage: 85 percent

Minimum Setbacks:

Build-to:	71 feet (for buildings with gross leasable area over 25,000 square feet)
	53 feet (for buildings with gross leasable area under 25,000 square feet)
Rear:	20 feet
Side:	10 feet
Corner:	20 feet

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

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

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

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

4. Institutional (I)

Purpose: The Institutional category is intended to provide for the development of public and private uses that serve the community.

Permitted uses:

- Major utilities
- Minor utilities
- Open space
- Parks
- Public facilities
- Public safety site
- Recreational facilities

Religious assembly

Schools (public & private)

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: 5,000 square feet

Minimum Lot width: 50 feet

Minimum Setbacks:

Front: 25 feet

Rear: 10 feet

Side: 5 feet

Corner: 5 feet

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

Maximum Building Height: 60 feet. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Chief.

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

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

5. Parks & Open Space (P-OS)

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

Permitted uses: Community centers

Drill site

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Public facilities, excluding major utilities

Recreational facilities

Telecommunication towers

Temporary uses

Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Arterials: 25 feet

Along other streets: 10 feet

Rear: 10 feet

Side: 10 feet

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

Max. Building Height: 34 feet. Maximum height may exceed 34 feet if approved by the Fire Chief.

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

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

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6. Parking

Parking within Rally 288 West shall be provided according to the following schedule:

TABLE 6	
Parking Requirements	
Land Use	Minimum Requirement
Single Family - 60s	2 enclosed spaces per unit
Single Family - 50s	2 enclosed spaces per unit
Office (non-medical)*	1 space per 200 square feet of gross floor area
Medical office*	1 space per 300 square feet of gross floor area
Retail*	1 space per 250 square feet of gross floor area Maximum 1.5 spaces per 250 square feet of gross floor area
Restaurant*	2 spaces per 250 square feet of gross floor area
Tavern*	2 spaces per 200 square feet of gross floor area
Hotel/Motel*	0.5 spaces per room and 1 space per 200 square feet of gross floor area
Theater/Auditorium/Church/Assembly hall	0.25 spaces per seat

* At least one electric vehicle charging station shall be installed for each development.

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

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

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

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

TABLE 7					
Shared Parking Table					
	Weekdays			Weekends	
Use	Night Midnight – 6 a.m.	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight	Day 9 a.m. – 4 p.m.	Evening 6 p.m. - Midnight
Retail	5%	50%	90%	100%	70%
Restaurant / Tavern	10%	50%	100%	50%	100%
Entertainment / Recreation	10%	40%	100%	80%	100%
All Others	100%	100%	100%	100%	100%

- 3) Calculate the column total for each time period;
- 4) The column with the highest value shall be the parking requirement.

D. Definitions

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

Architectural feature – an ornamentation or decorative feature attached to or protruding from the exterior wall of a building. Architectural features may include, but

are not limited to windows (e.g. bay windows), chimneys, columns, awnings, marquees, façade, or facia.

Attached housing – a building containing three or more dwelling units.

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

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

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

Build-to-Line – identifies the precise horizontal distance from a street right-of-way that the building must be built to, in order to create a uniform line of buildings along the street

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

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

Condominium – A single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

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

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

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

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

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

Developer – Beazer Homes Texas, LP

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

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

Entry features – Primary points of vehicular entry into the property that are enhanced with landscaping, water features, architectural treatments, and lighting.

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

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

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the alignment of any major thoroughfares and collector streets in accordance with the Vehicular Circulation Plan, all recorded easements, other proposed streets that will stub out to the boundary of the project, and proposed land uses and major utilities.

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

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

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

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

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

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

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

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

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

Local street - A public street that is not a major arterial or major collector and conforms to the criteria established in this PUD.

Lodging facilities – A building in which lodging is offered for compensation for a period of less than seven (7) days. This use includes hotels, motels, inns, and bed and breakfast residences, but does not include group homes and boarding houses.

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

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

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

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

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

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

Neighborhood – A collection of compatible subdivisions.

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

Overall project - The approximately 259.4 acres of land that constitutes the entire Rally 288 West project.

Personal services – Establishments providing non-medical related services generally related to personal needs, including beauty and barber shops, day spas, garment and shoe repair shops, laundry services (including dry cleaning), photographic studios, dance

studios, and health clubs. These uses may include the accessory retail sales of products related to the services provided.

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

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

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

Project – The approximately 259.4 acres of land which is the subject of this PUD, the legal description of which is contained in the appendix of this document.

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

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

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

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

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses shall include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, etc.

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

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

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

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

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

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

Telecommunication tower – A structure on which there are electronic facilities for receiving or transmitting communication signals.

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

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

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

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

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the PUD.

B. Changes to the Zoning Ordinance

The Development Regulations section of the PUD addresses only those areas that differ from the City of Iowa Colony Zoning Ordinance. In the event that an issue, condition or situation arises that is not specifically addressed in the PUD, the City of Iowa Colony Zoning Ordinance in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Variances from the Subdivision Ordinance

The criteria established in this PUD require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for Rally 288 West. Table 7 describes the requested variances and their corresponding section of the subdivision ordinance. These variances shall apply to all property within the PUD.

D. Variances from the Design Manual

The criteria established in this PUD require variances from the City of Iowa Colony Design Manual. These variances are necessary to achieve the community vision. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the PUD.

TABLE 8
Rally 288 West Subdivision Ordinance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 20 Master Preliminary Plat Procedure for a Large Tract (A)	Where the proposed subdivision constitutes a unit of a larger tract of land which is intended to be subsequently subdivided as additional units of the same subdivision, the subdivision plat shall be accompanied by a master preliminary plat showing the tentative proposed layout of the streets, blocks and drainage of the entire area. The over-all layout, if approved by the council, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the City. Thereafter, fractional final plats of subsequent units of each subdivision may be submitted without additional preliminary plat approval, provided no significant changes are made to the master preliminary plat. Any request to change the over-all layout must be submitted according to the procedures prescribed in Section 19, Preliminary Plat Process.	A general development plan illustrating all contiguous property under one ownership shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the alignment of any major thoroughfares and collector streets in accordance with the City's Land Use and Thoroughfare Plan, all recorded easements, other proposed streets that are necessary to demonstrate an overall circulation system for the development and proposed land uses and public facilities. This approval shall eliminate the requirement of a master preliminary plat set forth in Section 20 of the City of Iowa Colony Subdivision Ordinance. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law. Preliminary plats should generally conform to the General Development Plan. Any significant change shall require the submittal of a revised general development plan.	Rather than submit one "master" preliminary plat, a general development plan will be submitted which will establish the general framework for the development. Preliminary plats will be submitted for each section of development.	It is not feasible to provide the level of detail necessary to submit a preliminary plat for tract of land of this size at the onset of the project. The proposed General Development Plan meets the intent and general purpose of the requirement and by submitting preliminary plats for each section of the development, the city will be provided with the same level of detail with less chance for error. Submittal of preliminary plats throughout the development life of the project will ensure the developer can respond to market conditions without being required to continuously alter an outdated overall lotting plan.
Subdivision Ordinance Sec. 22 Final Plat Procedure (B) #31	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthestmost boundary of the subdivision.	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the developer shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthestmost boundary of the subdivision. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer shall not improve Duke Road, but will pay fee in lieu of construction.	From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.
Subdivision Ordinance Sec. 27 Planned Unit Developments (D)	The minimum size of a PUD shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements and detention basins shall not be included in calculating the 5 percent requirement.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.
Subdivision Ordinance Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a PUD shall be 60 feet.	The minimum lot width of all residential lots to be located within a PUD shall be 50 feet.	10 foot reduction in width	This is not a requirement in the Planned Unit Developments (Sec. 74) of the Zoning Ordinance.

TABLE 8

Rally 288 West Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for local streets shall be 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions except single dead-end streets shall have a minimum of two access points to existing proposed public streets. This may be a boulevard where a second access is not available.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Subdivision Ordinance Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	Local streets may have a right-of-way width of 50 feet.	10 foot reduction in right-of-way width. 10 foot utility easements will be provided where necessary for utility purposes. Paving section shall remain 28 feet	The street paving section shall remain 28 feet and thus will have no affect on traffic circulation. 10 foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Subdivision Ordinance Sec. 35 Easements (A)	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least eight (8) feet wide so as to create a sixteen (16) foot total width. Where easements are all on one side lot, a minimum of ten (10) feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be sixteen (16) feet.	Generally, easements for utilities shall be provided across lots or centered on rear or side lot lines where necessary and shall be at least seven feet wide so as to create a 14 foot total width. Where easements are all on one side lot, a minimum of ten feet may be used if only one line is proposed to be installed. Where easements are to be used for multiple purposes the minimum width shall be 14 feet. This shall not apply to public water, sewer, or drainage facilities.	The utility easement minimum width is reduced by two feet.	This is the standard width for Centerpoint utility easements.
Subdivision Ordinance Sec. 36 Blocks (D)	No block shall exceed one thousand two hundred (1,200) feet in length in residential or commercial developments.	The maximum block length for major arterials shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for major collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 feet on major arterials. 2,800 feet for major arterials that run parallel to drainage features with a minimum width of 50 feet. 600 feet for major collectors. 800 feet along pipelines and drainage features	Generally, intersections along major arterials and major collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.

TABLE 8

Rally 288 West Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for SF - 60's and SF - 50's lots, and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20 feet. Side-entry garages must be set back a minimum of 10 feet.	5 foot reduction for front setbacks 10 foot reduction for porches having a minimum 15 foot reduction for side-entry garages 15 foot reduction for side setbacks on corner lots	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.
Subdivision Ordinance Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	The minimum lot width for SF - 50's lots shall be 50 feet with a minimum area of 6,000 square feet.	10 foot reduction in width and 300 square feet reduction in area	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty eight (38) foot wide pavement. If the City requires a pavement wider than the thirty eight (38) feet, the City shall provide funding for the increased width subject to the availability of funds and within legal limitations.	The developer shall bear the cost of all streets within Rally 288 West. The entire cost of major arterials and major collectors shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within Rally 288 West and the city will not have to fund any street improvements.	The MUD allows for the construction of infrastructure that will benefit areas outside of Rally 288 West without any out-of-pocket expense by the city.
Subdivision Ordinance Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for the construction of necessary improvements on perimeter streets to bring the pavement and curbing to minor street standards for the street abutting the development.	The developer shall dedicate the necessary right-of-way for perimeter streets and improve the perimeter streets to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will not be responsible for the construction of necessary improvements on the entire width of perimeter streets, but only to the Project boundary. The developer shall not improve Duke Road, but will pay fee in lieu of construction.	The developer will only be responsible for street improvements within Rally 288 West. This is common practice. From west to east, County Road 758 runs along the southern boundary the Project and then the northern boundary of the Project. To make improvements to County Road 758 within the Project boundary, from west to east, would mean to improve the northern half of the road and then the southern half of the road. Improvements of this nature would make the pavement improvements irregular. Paying fee in lieu of construction will allow the entirety of Duke Road to be improved at a later date.

TABLE 8

Rally 288 West Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Subdivision Ordinance Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the City's design criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.v) Single-family residential lot area	Any single-family residential area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall include primary structures constructed of brick or masonry veneer exterior walls for one-hundred (100) percent of the exterior wall surface (exclusive of windows and doors) for one (1) story structures and a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) for two (2) story structures with the remaining maximum forty (40) percent being cementitious fiber board (also known as fiber cement board) material, or equal, for two (2) story structures. Secondary and accessory structures shall be cementitious fiber board or equal.	For one (1) story primary structures in any Single Family - 50's residential area, all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond shall be constructed of brick or masonry veneer for one hundred (100) percent of the exterior wall surface (exclusive of windows and doors). In total, a minimum of eighty (80) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick or masonry veneer, with the remaining maximum twenty (20) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Gables may have siding accents. Secondary and accessory structures shall be cementitious fiber board or equal.	For one story primary structures, a twenty percent reduction in overall minimum exterior wall surface required to be brick or masonry veneer, as well as a requirement that all front exterior walls, all side exterior walls on corner lots, and all exterior walls backing a major thoroughfare or major collector, and all exterior walls backing an amenity pond be constructed of brick or masonry veneer for one hundred percent of exterior wall surface. An addition of board and batten as an acceptable material for the remaining maximum twenty percent wall surface.	Reducing the overall minimum exterior wall surface required to be brick or masonry veneer and allowing siding accents on gables allows for a greater variety of products. At the same time, walls with high visibility will still meet the requirements and maintain the desired look of the neighborhood. Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.
		For two (2) story primary structures in any Single Family - 50's residential area, a minimum of sixty (60) percent of the exterior wall surface (exclusive of windows and doors) shall be constructed of brick and masonry, with the remaining forty (40) percent wall surface being cementitious fiber board (also known as fiber cement board) material, board and batten, or equal. Secondary and accessory structures shall be cementitious fiber board or equal.	For two story primary structures, the inclusion of board and batten as an acceptable material for the remaining maximum forty percent wall surface.	Board and batten is a high-quality, attractive veneer and its inclusion allows for a greater variety of products.

TABLE 8

Rally 288 West Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.1.vii) Single-family residential lot area	Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area.	SF - 50's lots require a minimum building floor area of fourteen hundred (1,400) square feet (not including the attached garage area).	A 1,000 square foot reduction in mimumum building floor area.	A smaller minimum building floor area allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.A.2.a.i) Rear building setback	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line.	SF - 50's lots require a minimum fifteen (15) feet building setback from rear lot line.	A five (5) foot reduction in minimum building setback from rear lot line for SF - 50's lots.	A smaller minimum building setback line from rear lot line allows for a greater variety of floor plans to be built, providing different options to homebuyers and enhancing the community's long-term viability. Floor plans of all sizes will be high-quality and preserve the character of the community.
Zoning Ordinance Sec. 74 Planned Unit Developments (d.iii.I) Spacing between developments #1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area.	There shall be no minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet.	The minimum distance between the perimeter boundaries of single-family residential developments with single-family residential lots less than 6,600 square feet is removed.	The perimeter boundary of Rally 288 West is 512 feet from the perimeter boundary of Sierra Vista, which also has single-family residential lots that are less than 6,600 square feet. Removing the minimum distance will allow for more high-quality development conveniently adjacent to State Highway 288. This development will then attract homebuyers and enhance the City's long-term viability.
Unified Development Code Sec. 3.2.1.5 Private Neighborhood Park Land in Lieu of Land Dedication for Neighborhood Parks (a)	A developer responsible for dedication under this Article may elect to meet up to fifty percent (50%) of the requirements of Section 3.2.1.3 by the provision of private neighborhood park land.	Of the 9.6 acres of parkland dedication required, a minimum of 30% shall be dedicated to the public.	Up to 70%, which is an increase of 20%, of the parkland dedication required may be provided by private neighborhood park land.	To provide connectivity and recreation, much of the parkland will consist of trails around the detention ponds. Brazoria County Municipal Utility District #57 will own and maintain the detention ponds, so it makes sense for the MUD to own and maintain the trails.

TABLE 8

Rally 288 West Subdivisoin Ordiance, Zoning Ordinance, and Unified Development Code Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Unified Development Code Ordinance Article 3 Screening and Fencing (3.3.1.3 (e)) Installation	The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with other Divisions of this article and other Chapters of the Uniform Development Code. Failure to properly install all components of a required screening wall or device within the prescribed timeframe, shall constitute a violation of this Unified Development Code, and shall authorize the City Engineer to refuse acceptance of the subdivision public improvements.	Necessary perimeter fencing shall be installed prior to the issuance of the first Certificate of Occupancy.	Perimeter fencing shall not be required prior to final acceptance of the subdivision public improvements.	Perimeter fencing is typically installed along with landscaping, not with streets and public infrastructure. There is no benefit to installing fencing prior to the issuance of the first Certicicate of Occupancy.

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TABLE 9
Rally 288 West Engineering Design Criteria Manual Variances

Design Manual reference	Requirement	Proposed	Difference	Justification
General Statement	References throughout the document refer to approval by "the city".	Conditions which require specific approval or deviations from the standards in the criteria manual are approved by the City Engineer. Appeals of City Engineer rulings are made to the City Council.	Specifies the specific individual responsible for technical decisions related to administration of the Criteria Manual.	Technical decisions should be made by a person with expertise in that area. This procedure relieves the City Council of a routine task and provides more certainty as to the individual within the city organization responsible for ruling on these items.
Graphic Requirements 2.6.4.B	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits under the bridge, but above the top of the bent cap elevation, such installation will be permitted upon specific approval of the construction plans.	Allow water lines of all sizes to be attached to bridges.	Bridges within Rally 288 West can be designed to accommodate the weight of the water line. Eliminating a separate pipe bridge is more economical and more esthetically pleasing.
Storm Water Drainage Design 5.3.6.E.f.1	New Requirement	On-grade inlets are allowed.	NA	With large grade changes as are planned on Karsten Boulevard, interim "on-grade" inlets will be required instead of inlets at the low point of the road only.
Storm Water Drainage Design 5.3.6.J.e.1.e	The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.	The maintenance berm shall be 30 feet in width at a slope not to exceed a 10:1 (10%) slope, or 20 feet in width when adjacent to right-of-way. No back slope swales are required for areas of the detention basin where there are 5:1 or flatter side slopes and no more than 1/2 of the adjacent lot depth (or a maximum of 50 feet in nonresidential areas) draining over the side slope. Areas with side slopes steeper than 5:1, or areas draining more than 1/2 of the adjacent lot (or more than 50 feet in nonresidential) must have back slope swales.	Clarification of maintenance berm requirements.	This criteria preserves the maintenance berm requirements, but creates a more aesthetic look. In areas where the side slopes are very flat (as proposed in the standard) erosion is not an issue, so the backslope drains can be eliminated. Maintenance bonds will be in place to ensure maintenance does occur if problems develop.
Paving 6.3.1.D.b	Minimum width requirements for a right-of-way: Local streets: 60 feet right-of-way	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.

E. Interpretation

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

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the PUD and do not result in the reduction of open space by more than fifteen (15) percent within the project or exceed the maximum number of dwelling units permitted.

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

- The addition of new information to the PUD, including maps or text that does not change or affect any of the regulations or guidelines contained therein.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water and sewer systems, excluding water and sewer plant locations.
- Changes in land use plan boundaries within the PUD, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in the development standards for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school or park sites.

- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use, but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

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

G. Substantial Change

The PUD may be substantially amended by the procedure outlined in Article VIII of the City of Iowa Colony Zoning Ordinance.

H. Fees

All fees associated with the entitlement process shall be assessed as indicated by the City's applicable fee schedule. All fees shall be fair and reasonable.

Appendix A

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7/11

ATTEST:

Kayleen Rosser
KAYLEEN ROSSER, CITY SECRETARY

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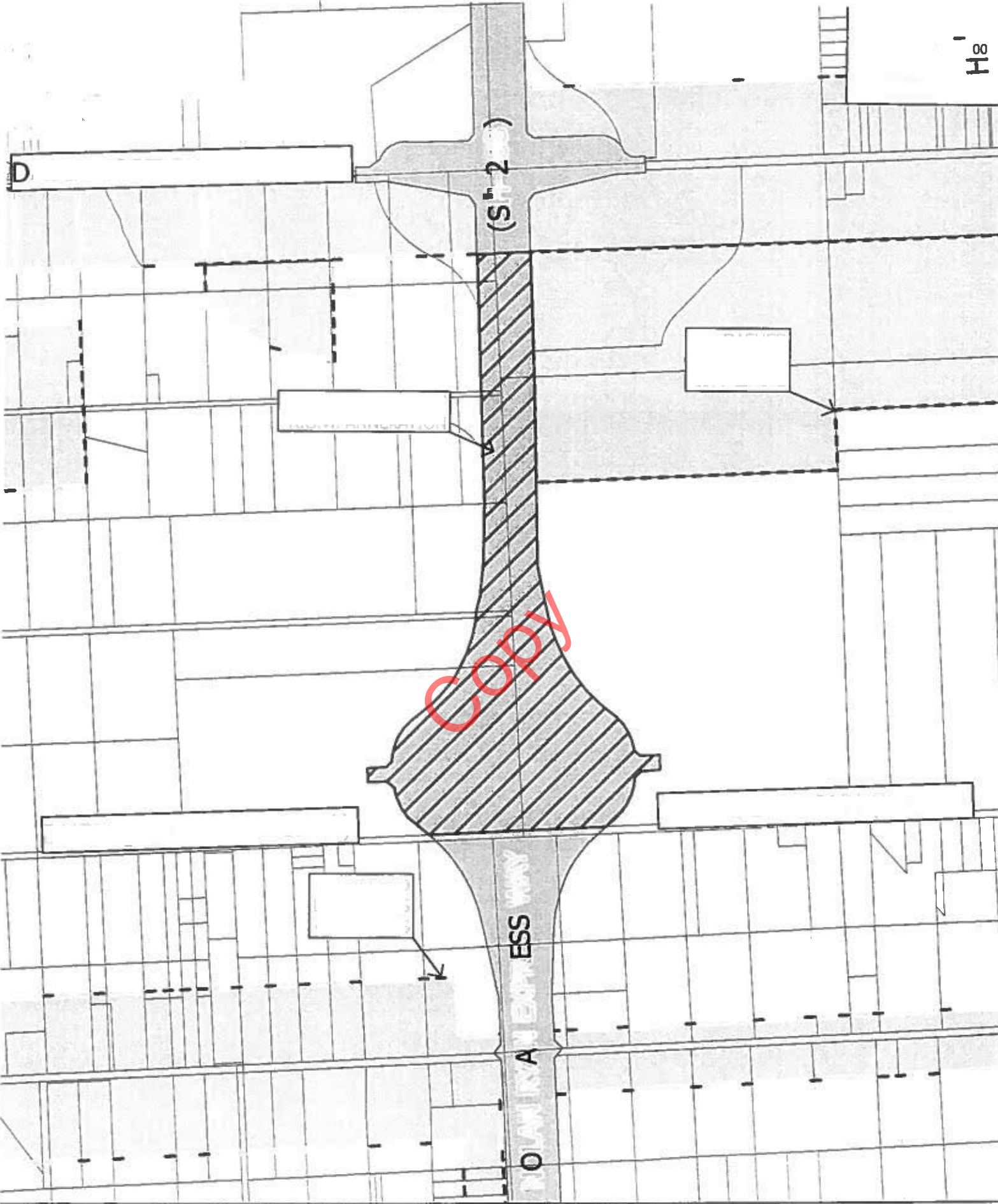


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- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: Michael Byrum-Bratsen
Michael Byrum-Bratsen,
Mayor

ATTEST:

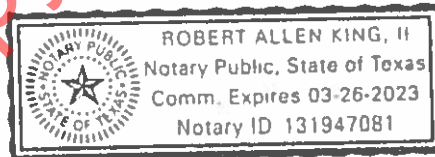
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Robert Allen King, II
Notary Public, State of Texas

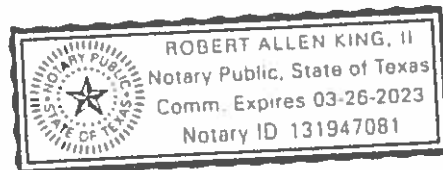


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Robert Allen King, II
Notary Public, State of Texas



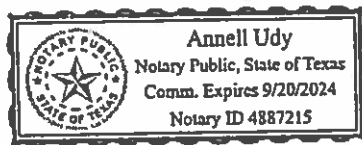
RALLY 288 WEST, LLC

By: Mathew Lawson
Mathew Lawson,
Authorized Agent

STATE OF TEXAS §
COUNTY OF Harris §
~~BRAZORIA~~

This instrument was acknowledged before me on the 20th day of December, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 West, LLC.

By: Annell Udy
Notary Public, State of Texas



Copy

EXHIBIT "A-1"

**METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 12
BEING 259.43 ACRES
SITUATED IN THE
W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

- 1) THENCE, North 87°20'14" East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

- 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
- 3) North 87°21'16" East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;
- 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
- 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F. NO. 2007010789;
- 8) THENCE, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) THENCE, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) THENCE, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) THENCE, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

- 12) THENCE, North 87°40'47" East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

- 13) South 01°32'17" West, for a distance of 137.59 feet to a point for non-tangent curve to the right;
- 14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of 46°38'29", an arc length of 848.02 feet, and a chord bearing of South 24°51'32" West, for a distance of 824.80 feet to a point of tangency;
- 15) South 48°10'46" West, for a distance of 221.16 feet to a point of curvature;
- 16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 26°03'17" West, for a distance of 345.27 feet to a point for corner;
- 17) South 46°37'32" West, for a distance of 69.92 feet to a point for corner;
- 18) South 87°40'04" West, for a distance of 150.00 feet to a point for corner;
- 19) South 02°19'14" East, for a distance of 120.00 feet to a point for corner;
- 20) North 87°40'04" East, for a distance of 150.00 feet to a point for corner;
- 21) South 51°16'00" East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;
- 22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of South 30°41'45" East, for a distance of 345.27 feet to a point of tangency;
- 23) South 52°49'14" East, for a distance of 52.06 feet to a point of curvature;
- 24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 04°18'08", an arc length of 95.61 feet, and a chord bearing of South 50°40'10" East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);
- 25) THENCE, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

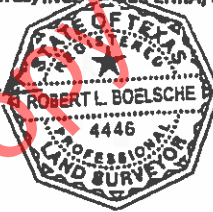
- 26) North 02°45'05" West, for a distance of 880.20 feet to a point for corner;
- 27) South 87°18'25" West, for a distance of 660.21 feet to a point for corner;
- 28) North 02°45'05" West, for a distance of 880.16 feet to a point for corner;
- 29) North 87°18'25" East, for a distance of 660.21 feet to a point for corner;
- 30) North 02°45'05" West, for a distance of 879.62 feet to a point for corner;
- 31) South 87°20'14" West, for a distance of 165.00 feet to a point for corner;

- 32) North 02°53'05" West, for a distance of 880.01 feet to a point for corner;
- 33) South 87°20'14" West, for a distance of 494.70 feet to a point for corner;
- 34) North 02°40'06" West, for a distance of 879.08 feet to a point for corner;
- 35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;
- 36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;
- 37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;
- 38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;
- 39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;
- 40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;
- 41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;
- 42) North 02°45'50" West, for a distance of 1,760.00 feet to the POINT OF BEGINNING and containing 259.43 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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

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



Date: October 6, 2021
Job No: 071-045-00
File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-12.doc

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
RALLY 288 EAST, LLC**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Rally 288 East, LLC ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 132.15 acres of land ("Property") generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000 and which is situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property.

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

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

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

2. METHODS OF PROVIDING SERVICES.

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

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

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

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.
- i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
- b. The City does not provide the following services to the Property and does not contract to do so:
- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: *Michael Byrum-Bratsen*
Michael Byrum-Bratsen,
Mayor

ATTEST:

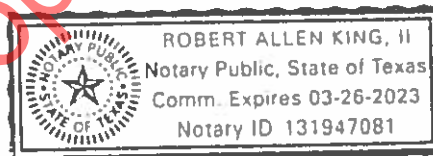
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas

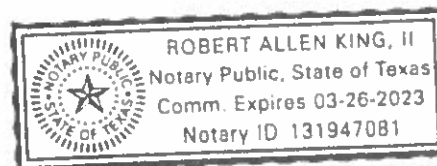


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 20 day of December, 2021, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: *Robert Allen King, II*
Notary Public, State of Texas



By:

By:

Copy

EXHIBIT "A-2"

**METES AND BOUNDS DESCRIPTION
BRAZORIA COUNTY M.U.D. NO. 57 ANNEXATION TRACT 11
BEING 132.15 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 132.15 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 132.1854 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040084, SAID 132.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northerly right-of-way line of County Road 64 (based on a width of 40 feet) being the southeasterly corner of said 132.1854 acre tract having state plane (grid) coordinates of X = 3,108,427.36 and Y = 13,714,172.16;

- 1) **THENCE, South 87°16'27" West, along the southerly line of said 132.1854 acre tract and the northerly right-of-way line of said County Road 64 for a distance of 1,900.12 feet to a point for corner in the easterly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);**

THENCE, along the easterly line of said State Highway 288 the following twelve (12) courses and distances:

- 2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;
- 3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;
- 4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;
- 5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;
- 6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;
- 7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;
- 8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;
- 9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;
- 10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;
- 11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;
- 12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;
- 13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;
- 14) **THENCE, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;**

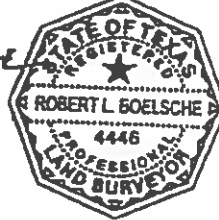
- 15) THENCE, South 02°40'32" East, along the easterly line of said 132.1854 acre tract for a distance of 2,771.16 feet to the POINT OF BEGINNING and containing 132.15 acres of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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

Robert L. Boelsche

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



Date: October 6, 2021

Job No: 071-045-00

File No: R:\2007\071-045-00\documents\technical\2021\07104500-MUD 57 ANNEX-TRACT-11.doc

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CITY OF IOWA COLONY

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

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2021-37 approved by the City Council on the 20th day of December, 2021, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 21st day of December, 2021.



Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2021083573

Filing and Recording Date: 12/21/2021 11:30:50 AM Pages: 27 Recording Fee: \$126.00

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



A handwritten signature in black ink that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-clare

Copy

Appendix B

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ORDINANCE NO. 73- C

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARIES OF IOWA COLONY, TEXAS, AND THE ANNEXATION OF CERTAIN ADJACENT TERRITORY CONSISTING OF LAND BEING A PORTION OF THE W. H. DENNIS SURVEY NO. 52, ABSTRACT 513, a PORTION OF THE H. T. & B. R.R. COMPANY SURVEY NO. 49, ABSTRACT 259, A PORTION OF THE C. M. HAYS SURVEY NO. 4, ABSTRACT 532, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 3, ABSTRACT 328, A PORTION OF THE C. M. HAYS SURVEY NO. 2, ABSTRACT 531, A PORTION OF THE W. H. DENNIS SURVEY NO. 50, ABSTRACT 512, A PORTION OF THE LAVACA NAVIGATION COMPANY SURVEY NO. 1, ABSTRACT 329, AND A PORTION OF THE H. T. & B. R. R. COMPANY SURVEY NO. 51, ABSTRACT 288, AND BEING MORE PARTICULARLY DESCRIBED BELOW:

WHEREAS, it would be convenient and desirable for territory now lying adjacent of Iowa Colony, whose inhabitants have signed a petition to that effect, and

WHEREAS, A public hearing has been held in accordance with State Law on the question of annexation of the hereinafter described territory, said hearing having been held more than ten days prior to the initial reading of this Ordinance and not more than twenty days prior to the initial reading of this Ordinance and notice of said hearing having been given by publication in accordance with law:

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

That the following described land and territory lying adjacent to and adjoining the City of Iowa Colony, Texas, is hereby added and annexed to the City of Iowa Colony. Said territory hereinafter described shall hereafter be included within the boundaries and City Limits of the City of Iowa Colony, Texas, at the various points contiguous to the area hereinafter described, are hereby altered and amended so as to include the following described area within the Corporate Limits of the City of Iowa Colony, Texas:

BEGINNING At the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST- 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH- 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate center line of County Road No. 48, a distance of 440.0 feet to a point for corner;

THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 517;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

The above described additional territory and area so annexed shall hereafter in all respects be a part of the City of Iowa Colony, Texas, and the inhabitants thereof shall be entitled to all the rights and privileges of the citizens of Iowa Colony and shall be bound by the acts, ordinances, resolutions and regulations of the City of Iowa Colony, Texas.

Passed and approved this the 9th day of July, 1973.

CITY OF IOWA COLONY

By: Maurice S. Bright
Maurice S. Bright, Mayor

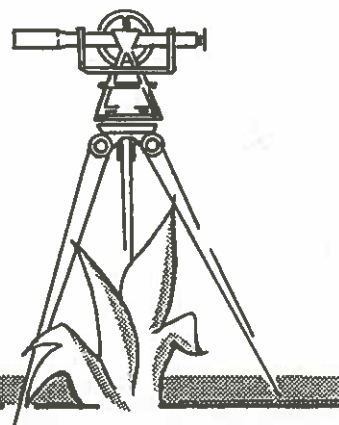
ATTEST:

Carolyn E. Bowen
Carolyn E. Bowen, City Secretary



D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511



F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Being a portion of the W. H. Dennis Survey No. 52, Abstract 513, a portion of the H. T. & B. R.R. Company Survey No. 49, Abstract 259, a portion of the C. M. Hays Survey No. 4, Abstract 532, a portion of the Lavaca Navigation Company Survey No. 3, Abstract 328, a portion of the C. M. Hays Survey No. 2, Abstract 531, a portion of the W. H. Dennis Survey No. 50, Abstract 512, a portion of the Lavaca Navigation Company Survey No. 1, Abstract 329, and a portion of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and being more particularly described as follows:

BEGINNING~at the common corner of the W. H. Dennis Survey No. 52, Abstract 513, the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the W. H. Dennis Survey No. 50, Abstract 512, and the H. T. & B. R.R. Company Survey No. 49, Abstract 259, Brazoria County, Texas;

THENCE NORTH along the common line between H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 52, a distance of 660.0 feet to a point for corner;

THENCE EAST - 660.0 feet from and parallel to the common line of the W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 4880.0 feet to a point on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE SOUTH along the West line of the present Iowa Colony Corporate Limits, at 660.0 feet cross County Road No. 64, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE WEST - 660.0 feet from and parallel to the common line between the aforesaid W. H. Dennis Survey No. 52 and the H. T. & B. R.R. Company Survey No. 49, a distance of 9900.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the Northwest corner of the W. H. Dennis Survey No. 50;

THENCE SOUTH parallel to and 660.0 feet from the West line of the W. H. Dennis Survey No. 50, which is the approximate centerline of County Road No. 48, a distance of 440.0 feet to a point for corner;

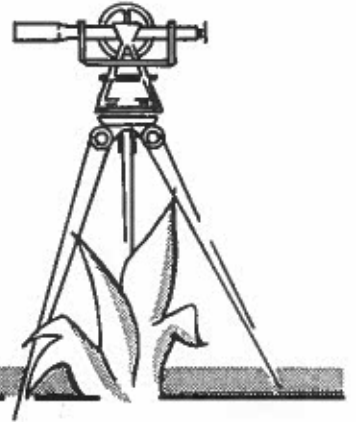
THENCE EAST - 1320.0 feet to a point for corner;

THENCE SOUTH, at 660.0 feet cross the centerline of County Road No. 758, and continue for a total distance of 1320.0 feet to a point for corner;



D. H. ADAMS
Registered Public Surveyor

217 W. Sealy St. - Ph. 331-3523
ALVIN, TEXAS 77511



F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Page 2

THENCE WEST parallel to and 660.0 feet from County Road No. 758, a distance of 1320.0 feet to a point for corner, which is located SOUTH - 660.0 feet and EAST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 758;

THENCE SOUTH parallel to and 660.0 feet Easterly from the centerline of County Road No. 48, a distance of 4000.0 feet to a point for corner, said point being located EAST - 660.0 feet and SOUTH - 1100.0 feet from the Southwest corner of the W. H. Dennis Survey No. 50, Abstract 512;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 4072.0 feet to the Northeast corner of the herein described tract;

THENCE SOUTH, at 460.0 feet pass the lower Northwest corner of the present Iowa Colony Corporate Limits, and continue for a total distance of 1320.0 feet to a point for the Southeast corner of the herein described tract on the Westerly line of the present Iowa Colony Corporate Limits;

THENCE WEST parallel to and 660.0 feet SOUTH of County Road No. 54, a distance of 9007.0 feet to a point for the most Southwest corner of the herein described tract;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 54, and continue for a total distance of 1320.0 feet to a point for corner;

THENCE EAST parallel to and 660.0 feet NORTH of County Road No. 54, a distance of 3615.0 feet to a point for corner, which is located NORTH - 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 54;

THENCE NORTH parallel to and 660.0 feet Westerly from the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, said point being located SOUTH 660.0 feet and WEST - 660.0 feet from the intersection of the centerline of County Road No. 48 and County Road No. 382;

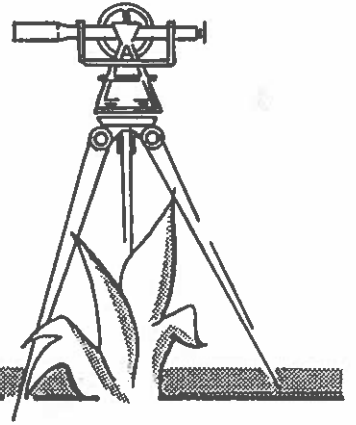
THENCE WEST parallel to and 660.0 feet Southerly from the centerline of County Road No. 382, a distance of 3640.0 feet to a point for corner;

THENCE NORTH, at 660.0 feet cross the centerline of County Road No. 382, and continue for a total distance of 1320.0 feet to a point for corner;



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Registered Public Surveyor

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ALVIN, TEXAS 77511



F I E L D N O T E S

IOWA COLONY ANNEX NO. 3

Page 3

THENCE EAST parallel to and 660.0 feet Northerly from the centerline of County Road No. 382, a distance of 3300.0 feet to a point for corner in the centerline of County Road No. 48, which is also the common line between the W. H. Dennis Survey No. 50, Abstract 512, and the C. M. Hays Survey No. 2, Abstract 531;

THENCE NORTH along the centerline of County Road No. 48, a distance of 2200.0 feet to a point for corner, which is 660.0 feet due SOUTH of the common corner of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, the Lavaca Navigation Company Survey No. 1, Abstract 329, the C. M. Hays Survey No. 2, Abstract 531, and the W. H. Dennis Survey No. 50, Abstract 512;

THENCE due WEST - 1000.0 feet to a point for corner;

THENCE NORTH - 1320.0 feet to a point for corner;

THENCE EAST - 1000.0 feet to a point for corner in the centerline of County Road No. 48, being the common line of the H. T. & B. R.R. Company Survey No. 51, Abstract 288, and the Lavaca Navigation Company Survey No. 1, Abstract 329;

THENCE SOUTH along said line, a distance of 660.0 feet to a point for the common corner of the aforesaid surveys;

THENCE EAST along the common line between the H. T. & B. R.R. Company Survey No. 51 and the W. H. Dennis Survey No. 50, which is also the approximate centerline of County Road No. 64, a distance of 5280.0 feet to the PLACE OF BEGINNING.

Field notes written November 21, 1973.

BY: *D. H. Adams*
D. H. Adams, Registered Public Surveyor



MEMORANDUM

Date: June 2, 2022
To: Planning and Zoning Members
City Council Members
From: Dinh V. Ho, P.E.
RE: Rally 288 West Plan Unit Development
Staff's Summary and Recommendations
CC: Mayor Michael Byrum-Bratsen, Robert Hemminger Kayleen Rosser

EHRA, Inc, on behalf of Beazer Homes Texas, LP submitted the Rally 288 West Planned Unit Development. The tract is comprised of 259.4 acres of land is to be developed for single family and commercial use. Below is a summary of the proposed Rally 288 West PUD and Staff's recommendations.

Summary:

1. Total acreage: 259.4 acres, located within the city limits. The tract is located at the SWC of SH 288 and Davenport Parkway and bounded to the south by Dubuque Parkway.
2. The tract is currently within the boundaries of Brazoria County MUD No. 57.
3. Land plan summary:
 - a. Single Family Residential:
 - i. Approximately 44.7 acres of SFR 60' wide or greater lots. Approximately 40% (207 lots) of total SFR acreage.
 - ii. Approximately 67.0 acres of SFR 50' wide or greater lots. Approximately 60% (311 lots) of total SFR acreage.
 - iii. Maximum of 518 allowed lots.
 - b. Commercial: 23.2 acres
 - c. Parks & Open Space: 107.90 acres
 - d. ROWs: 15.3 acres
 - e. Institutional: 1.3 acre
4. Major Roadway Improvements:
 - a. Karsten Blvd.: Extension of Karsten Blvd. from Davenport Parkway to Dubuque Parkway. The proposed improvements include downgrading Karsten from a major arterial to a major collector (80' ROW). The intersection at Karsten & Davenport and Karsten and Dubuque is planned to be ultimately 100' ROW. Future dedication of ROW from the adjacent property owner to the east will be required for ultimate ROW.
 - b. Dubuque Parkway: Extension of Dubuque Parkway from the TxDOT overpass to the Karsten Blvd. and transitioning.
 - c. Davenport Parkway: Extension of Davenport Parkway from the TxDOT overpass to the Karsten Blvd. and transitioning.
5. Parks & Open Space Plan:
 - a. Proposed 9.7 acres of Parkland, 3.3 acres dedicated to public.
 - b. Proposed Park amenities will include pool areas, recreational center, playground equipment, and trails.

Staff Recommendations:

Based on staff review, the proposed development is consistent the development of Single-Family Residential within nearby development.

Staff is recommending approval of the Rally 288 West PUD subject to the following conditions:

- 1) ROW Paving Width:
 - a. Major Collector shall have Two (2) 25-foot divided sections in lieu of proposed 23' divided section. This is consistent with the city design standards.
- 2) Commercial Use: Remove storage facility from the allowed use. The commercial property is located along a highly visible corridor. Staff does not recommend this business use for this location.
- 3) ~~Traffic Signalization: See the Attachment on Funding Intersections in Rally 288 West PUD, which is attached hereto and is a part of this document, and which shall be added to the PUD. A Traffic Impact Analysis will be required to determine if traffic signals are warranted.~~
 - ~~a. The Major Thoroughfare Plan has identified the intersections at Karsten Blvd. and Dubuque Parkway as a signalized intersection.~~
 - ~~b. a. The Major Thoroughfare Plan has identified the intersections at Karsten Blvd. and Davenport Parkway as a signalized intersection.~~
 - ~~c. If it is determined a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at both intersections.~~
 - ~~d. If a traffic signal is not warranted, the Developer shall escrow 25% of costs Design and Construction for each intersection.~~
 - ~~e. Escrowed funds for traffic signal improvements shall be due prior to platting of Phase II per the PUD, Exhibit 13.~~
- 4) 3 Add the following language to the PUD for Sales Tax Sourcing: The Developer shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Thousand Dollars (\$1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.
- 4) 3 Add the following language to the PUD: Noncompliance ~~of with~~ the PUD will result in withholding of building permits within the boundaries of the PUD, in addition to any other remedies.

**ATTACHMENT ON FUNDING CERTAIN INTERSECTIONS IN
RALLY 288 WEST PUD**

1. A Traffic Impact Analysis by the City Engineer or at his or her direction will be required to determine if traffic signals are warranted.
 - a. The Major Thoroughfare Plan has identified the intersections at Karsten Blvd. and Dubuque Parkway as a signalized intersection.
 - b. The Major Thoroughfare Plan has identified the intersections at Karsten Blvd. and Davenport Parkway as a signalized intersection.
2. Brazoria County Municipal Utility District No. 32 ("the District") and Beazer Homes Texas, LP ("Developer") shall jointly and severally pay the following portions of the traffic signalization and controls at the intersection of Karsten Boulevard with Dubuque Parkway and the intersection of Karsten Boulevard with Davenport Parkway (herein called "District's and Developer's Traffic Signalization and Control Cost"):
 - a. If the City Engineer determines that a traffic signal is warranted at an intersection, one hundred percent of the costs associated with the design and construction of traffic signals and controls at that intersection; or
 - b. If the City Engineer determines that a traffic signal is not warranted at an intersection, twenty-five percent of the costs associated with the design and construction of traffic controls at that intersection.
3. The District and Developer, jointly and severally, shall deposit with the City a cash deposit in the amount estimated by the City Engineer, in his or her sole, good faith discretion to be 110 percent of the District's and Developer's Traffic Signalization and Control Cost. The time for that deposit shall be the earlier of: (a) thirty days after the City invoices the District and Developer for all or any portion the District's and Developer's Traffic Signalization and Control Cost; or (b) prior to the platting of Phase Two, per Section 13 of the PUD.
4. The City shall apply the cash deposit to the cost of design and construction of the traffic signalization and controls for which the District and Developer are required to pay.
5. If the City Engineer ever determines, in his or her sole, good faith discretion, that the deposit held by the City is less than 110 percent of the remaining District's And Developer's Traffic Signalization and Control Cost, then the City Engineer shall so notify the District and Developer, who shall then jointly and severally pay an additional cash deposit to the City, so that the total cash deposit then held by the City is equal to the 110 percent of the City Engineer's estimate of the District's And Developer's Traffic Signalization and Control Cost remaining at that time. Any reference herein to the cash deposit shall mean that amount as amended pursuant to this paragraph.
6. Upon completion of the construction of the traffic signalization and controls, either: (a) the City shall refund any portion of the cash deposit that exceeds the final, actual District's and Developer's Traffic Signalization and Control Cost to the person that paid it to the City; or (2) if the final, actual District's and Developer's Traffic Signalization and Control Cost exceeds the cash deposit, then the District shall pay the City the difference.
7. If the City is for any reason unsure who is entitled to a refund hereunder, then the City shall have the right to implead the funds into court and have the court make that determination.
8. Regardless of any other provision, the City may, before refunding any unused balance of the cash deposit, apply it to any other debt of any nature of the District or Developer to the City.
9. The cash deposit hereunder is for the benefit and protection of the City, and the City may deal with the deposit for the City's own self-interest, benefit, and protection. The City shall never under any circumstances be deemed an agent or fiduciary of the District or any other person.
10. The City shall not be obligated to earn any interest on the cash deposit. However, any interest that the City actually receives on the cash deposit shall become a part of the deposit and be administered pursuant to the same rules as the principal of the deposit.

11. The costs to be paid by the District and the Developer pursuant to this attachment and the rest of this document are in addition to any costs imposed upon the District or the Developer by any other source.
12. Any determination to be made by City Engineer hereunder shall be made in his or her sole, good faith discretion.

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW;
AMENDING THE ZONING ORDINANCE BY REZONING THE
RALLY 288 WEST DEVELOPMENT TO PLANNED UNIT
DEVELOPMENT, WITH RELATED PROVISIONS.

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

Section 1. Findings.

The City Council of the City of Iowa Colony, Texas (“the City”), makes the following findings of fact and conclusions of law:

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

b. The Planning and Zoning Commission held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.

c. More than ten (10) days prior to the date of that hearing by the Planning and Zoning Commission, written notice of the application for this ordinance was sent to the owners of the property subject to this zoning action and to all owners of property located within two hundred (200') feet of that property.

d. The Planning and Zoning Commission made a final report to the City Council before the Council held its public hearing on this matter.

e. More than fifteen (15) days prior to the date of that hearing by the City Council, public notice of that hearing was published once in the Alvin Sun, a newspaper of general circulation in and the official newspaper of the City, stating the date, time, place, and subject of that hearing.

f. The City Council then held a public hearing in the manner and at the time required by the Zoning Enabling Act of the State of Texas, codified as Section 211.001, et seq., Texas Local Government Code, the Zoning Ordinance, and all applicable law.

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

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

i. All requirements of law have been satisfied concerning the passage of this ordinance.

Section 2. Property or Premises.

The property or premises subject to this ordinance is the following:

A 259.43 acre tract of land generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property currently in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000.

Section 3. Amendment of PUD

a. The Rally 288 West Planned Unit Development District attached hereto as Exhibit “B” and incorporated herein in full is hereby approved, but only to the extent, on the terms, and with the conditions stated in the Staff Memorandum attached hereto as Exhibit “C” and incorporated herein in full.

b. This ordinance amends the Zoning Ordinance, which shall remain in full force and effect, subject to this amendment.

c. As a strict condition of this ordinance and of all zoning amendments herein, no person shall cause or perform any development or construction on the premises, without first obtaining approval from the City for all matters that the City would have the right to approve or disapprove in considering a subdivision plat. Even if no subdivision is being created so as to invoke the subdivision ordinance or to require plat approval, this ordinance shall nevertheless require the City’s approval to be obtained concerning the same subjects that the City would have the right to regulate or approve if plat approval were required. Thus, this ordinance is not sufficient to authorize any development or construction without further approval by the City.

d. Nothing in any portion of this ordinance shall restrict or impair the City’s authority or discretion to approve or disapprove any development, construction, subdivision, or any other matter.

Section 4. Ratification of Actions of Officers.

The City Council hereby ratifies and confirms any and all actions taken by its personnel in connection with the zoning action evidenced by this ordinance, in publishing notice of the public hearing required by the Zoning Enabling Act and the Zoning

Ordinance, in giving notice of such hearing to the owner of the premises and to the owners of all property within 200 feet thereof, and in conducting that public hearing.

Section 5. Zoning Map.

The City Secretary shall amend the zoning map of the City of Iowa Colony to the extent, if any, necessary to reflect any changed district boundaries or classifications enacted by this ordinance.

Section 6. Other Ordinances.

This ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal. In the event any provision of any such other ordinance conflicts with or overlaps the provisions of this ordinance, then whichever provision imposes the more stringent regulation shall control, except as may be specifically stated otherwise herein.

Section 7. Severance Clause.

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

Section 8. Effective Date.

This ordinance shall take effect as of its passage and adoption on the first reading, as public hearings on this matter were required by law and were held.

READ, PASSED, AND ADOPTED on JUNE 27, 2022.

MICHAEL BYRUM-BRATSEN, MAYOR
CITY OF IOWA COLONY, TEXAS

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

Iowa/Ordinance/Mud 87/Rally 288 West PUD (06/27/22)

Copy

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION BRAZORIA COUNTY M.U.D. NO, 57 ANNEXATION TRACT 12 BEING 259.43 ACRES SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512 BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 259.43 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS (H. T. & B. R.R. COMPANY SURVEY, SECTION 50), ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING THE RESIDUE OF THAT CERTAIN 285.913 ACRE TRACT OF LAND CONVEYED TO RALLY 288 WEST, LLC BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2013040085, SAID 259.43 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the northwesterly corner of the said 285.913 acre tract, same being in the common line of the W.H. Dennis (H.T. & B.R.R. Company Survey, Section 50), Abstract 512, and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being within County Road 64 (based on a width of 40 feet) having state plane (grid) coordinates of $X = ,103,231.96$ and $Y = 13,719,190.01$;

- 1) THENCE, North $87^{\circ}20'14''$ East, along the northerly line of said 285.913 acre tract with County Road 64 for a distance of 1,213.12 feet to the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on 2018 Alignment Maps);

THENCE, along the westerly line of said State Highway 288 the following six (6) courses and distances:

- 2) South $02^{\circ}29'27''$ East, for a distance of 64.66 feet to a point for corner;
- 3) North $87^{\circ}21'16''$ East, for a distance of 197.25 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of $54^{\circ}11'43''$, an arc length of 684.82 feet, and a chord bearing of South $35^{\circ}07'31''$ East, for a distance of 659.58 feet to a point of tangency;
- 5) South $62^{\circ}13'23''$ East, for a distance of 115.58 feet to a point for non-tangent curve to the right;

- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of $54^{\circ}09'25''$, an arc length of 563.35 feet, and a chord bearing of South $35^{\circ}08'40''$ East, for a distance of 542.61 feet to a point for corner;
- 7) South $02^{\circ}18'54''$ East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;
- 8) THENCE, North $41^{\circ}51'11''$ West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) THENCE, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of $34^{\circ}06'15''$, an arc length of 303.57 feet, and a chord bearing of North $58^{\circ}54'19''$ West, for a distance of 299.11 feet to a point of tangency;
- 10) THENCE, North $75^{\circ}57'26''$ West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) THENCE, South $02^{\circ}32'23''$ East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;
- 12) THENCE, North $87^{\circ}40'47''$ East, along the southerly line of said 18.00 tract for a distance of 545.96 feet to the southeasterly corner of said 18.00 acre tract being in the westerly right-of-way line of said State Highway 288;

THENCE, continuing along the westerly right-of-way line of said State Highway 288 the following twelve (12) courses and distances:

- 13) South $01^{\circ}32'17''$ West, for a distance of 137.59 feet to a point for non-tangent curve to the right;
- 14) In a southwesterly direction along the arc of said non-tangent curve to the right having a radius of 1,041.74 feet, a central angle of $46^{\circ}38'29''$, an arc length of 848.02 feet, and a chord bearing of South $24^{\circ}51'32''$ West, for a distance of 824.80 feet to a point of tangency;
- 15) South $48^{\circ}10'46''$ West, for a distance of 221.16 feet to a point of curvature;
- 16) In a southwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of $44^{\circ}14'59''$, an arc length of 354.00 feet, and a chord bearing of South $26^{\circ}03'17''$ West, for a distance of 345.27 feet to a point for corner;
- 17) South $46^{\circ}37'32''$ West, for a distance of 69.92 feet to a point for corner;

- 18) South $87^{\circ}40'04''$ West, for a distance of 150.00 feet to a point for corner;
- 19) South $02^{\circ}19'14''$ East, for a distance of 120.00 feet to a point for corner;
- 20) North $87^{\circ}40'04''$ East, for a distance of 150.00 feet to a point for corner;
- 21) South $51^{\circ}16'00''$ East, for a distance of 69.92 feet to a point in the arc of a non-tangent curve to the left;
- 22) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 458.37 feet, a central angle of $44^{\circ}14'59''$, an arc length of 354.00 feet, and a chord bearing of South $30^{\circ}41'45''$ East, for a distance of 345.27 feet to a point of tangency;
- 23) South $52^{\circ}49'11.14''$ East, for a distance of 52.06 feet to a point of curvature;
- 24) In a southeasterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of $04^{\circ}18'08''$, an arc length of 95.61 feet, and a chord bearing of South $50^{\circ}40'10''$ East, for a distance of 95.58 feet to the southeasterly corner of the herein described tract and being in County Road 63 (based on a width of 40 feet);
- 25) THENCE, South $87^{\circ}18'36''$ West, along the southerly line of said 285.913 acre tract with said County Road 63 and for a distance of 1,980.12 feet to the southwesterly corner of the herein described tract;

THENCE, along the westerly line of said 285.913 acre tract the following seventeen (17) courses and distances:

- 26) North $02^{\circ}45'05''$ West, for a distance of 880.20 feet to a point for corner;
- 27) South $87^{\circ}18'25''$ West, for a distance of 660.21 feet to a point for corner;
- 28) North $02^{\circ}45'05''$ West, for a distance of 880.16 feet to a point for corner;
- 29) North $87^{\circ}18'25''$ East, for a distance of 660.21 feet to a point for corner;
- 30) North $02^{\circ}45'05''$ West, for a distance of 879.62 feet to a point for corner;
- 31) South $87^{\circ}20'14''$ West, for a distance of 165.00 feet to a point for corner;
- 32) North $02^{\circ}53'05''$ West, for a distance of 880.01 feet to a point for corner;
- 33) South $87^{\circ}20'14''$ West, for a distance of 494.70 feet to a point for corner;
- 34) North $02^{\circ}40'06''$ West, for a distance of 879.08 feet to a point for corner;

- 35) North 87°15'40" East, for a distance of 495.97 feet to a point for corner;
- 36) South 02°37'35" East, for a distance of 879.74 feet to a point for corner;
- 37) North 87°20'14" East, for a distance of 497.33 feet to a point for corner;
- 38) South 02°54'34" East, for a distance of 881.57 feet to a point for corner;
- 39) North 87°03'07" East, for a distance of 247.48 feet to a point for corner;
- 40) North 02°54'07" West, for a distance of 880.34 feet to a point for corner;
- 41) South 87°20'14" West, for a distance of 247.60 feet to a point for corner;
- 42) North 02°45'50" West, for a distance of 1,760.00 feet to the POINT OF BEGINNING and containing 259.43 acres of land.

Copy

EXHIBIT “B”
RALLY 288 WEST PLANNED UNIT
DEVELOPMENT DISTRICT

Copy

**EXHIBIT “C”
STAFF MEMORANDUM**

Copy



www.alvin-tx.gov

CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4278 • FAX (281) 331-7215

Office of the Mayor

May 23, 2022

City of Iowa Colony
Robert Hemminger, City Manager
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

RE: Grand Parkway Section B

Approximately four years ago your organization sent a resolution or letter to the Texas Department of Transportation supporting the construction of the Grand Parkway Section B. Our regional support was very well received. Now Section I on the east side is complete and was opened May 18. Therefore, it is time to express our support once again for the Section B construction. When Section I begins receiving tolls, it is understood that this Section will be re-financed, and funds will be available for new construction.

I ask that you please join regional counties, cities, schools, colleges, chambers, and businesses that will be positively affected by this new Section of the Grand Parkway and send in a resolution or letter of support to the Texas Department of Transportation. As you know, some in Austin are against tollways so our regional support is very important.

We plan to get on the Commissioners agenda in late July of this year to express the regions support. I ask that you please send your resolution or letter by July 1, 2022, to:

J. Bruce Buggs, Jr., Chairman
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

While it takes a whole day out of your schedule, it is beneficial to attend the Commissioners meeting and verbally express your support. If you or someone from your organization is interested in attending, please contact me and I can help coordinate.

Furthermore, I ask that you please send me a blind copy of your resolution or letter, so that I will have a copy of all the submittals for the Commissioners meeting.

Thank you for your support. This new project will be a true benefit to our area.

Sincerely,

Paul A. Horn
Mayor
phorn@cityofalvin.com

RESOLUTION NO. 2019-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS SUPPORTING THE EXPEDITED CONSTRUCTION OF "SEGMENT B AND C" OF SH 99 (GRAND PARKWAY) IN BRAZORIA GALVESTON COUNTIES; AND SETTING FORTH OTHER RELATED MATTERS THERETO.

WHEREAS, the City of IOWA COLONY regards the safety, security, and quality of life as the highest priorities for its citizens; and

WHEREAS, the City of IOWA COLONY recognizes the important work TXDOT performs for the State of Texas including the advancement of transportation movements within Brazoria County; and

WHEREAS, the City of IOWA COLONY and the region's citizens require additional emergency evacuation routes during natural disasters; and

WHEREAS, the City of IOWA COLONY and its citizens have prioritized improved mobility in order to account for population growth and to accommodate the citizens' work, school, and safe daily travel requirements; and

WHEREAS, State Highway 99 (The Grand Parkway) was first identified as a long-range priority transportation investment in 1961 and specifically identified in Houston-Galveston area's first Metropolitan Transportation Plan in 1989 and in all subsequent metropolitan long-range plans; and

WHEREAS, State Highway 99 was identified as a tolled facility in the 2025 Regional Transportation Plan approved in June 2005; and

WHEREAS, the Texas Department of Transportation (TxDOT) and the counties of Brazoria, Chambers, Fort Bend, Galveston, Liberty, and Montgomery entered into a Market Valuation Waiver Agreement in 2009 that defined the scope of the Grand Parkway (SH99), which itself had been approved in 2008; and

WHEREAS, completion of the Grand Parkway's Segment B, from 1-45 South to SH 288, is essential as an evacuation route, as an essential mobility route for the citizens' daily use, as an essential means to reduce traffic congestion, and as a cost-effective traffic mitigation and safety strategy; and

WHEREAS, TxDOT has defined Segment B and C, as noted at <https://www.txdot.gov/inside->

WHEREAS, progress on Segment B and C of the Grand Parkway has stalled at the state level;

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

Section 1. The findings, definitions and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

Section 3. TxDOT take any and all actions to complete its traffic revenue study, land acquisition, design, and construction of the Grand Parkway (SH 99)-Segment B and C through grandfathering and other appropriate actions that expedite the process, in accordance with state law and accepted practice.

PASSED AND APPROVED on this 30th day of April, 2019.

THE CITY OF IOWA COLONY, TEXAS

ATTEST:

By: Will Hultin

By: Kaylen Rossen

_____, Mayor

_____, City Secretary

Monday, June 20, 2022

Stan Winter
Quiddity
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380

Re: Sterling Lakes North Sections 2, 3, 4, 5, 6, 7, 8, and 9 Preliminary Plats
Letter of Recommendation to Deny Request for Preliminary Plat Approval Extension

CIOC Project No. SPP 210510-0648 (Section 2)
SPP 210510-0649 (Section 3)
SPP 210510-0650 (Section 4)
SPP 210510-0651 (Section 5)
SPP 210510-0652 (Section 6)
SPP 210510-0653 (Section 7)
SPP 210510-0654 (Section 8)
SPP 210510-0655 (Section 9)

ALLC Project No. 16007-2-194 thru 201

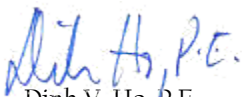
Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has received Astro Sterling Lakes North LP's request to extend preliminary plat approval for Sterling Lakes North Section 2-9.

The preliminary plats were approved by Planning and Zoning on August 3, 2021 and City Council on August 16, 2021. Per the City's Subdivision Ordinance, City Council may, at its sole discretion, grant a one-time six-month extension of approval. Adico, LLC has reviewed the request and recommends disapproval of the request to extend preliminary plat approval based on non-compliance of the development agreement.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.us)
Ron Cox, City Manager (rcox@iowacolonytx.us)
File: 16007-2-194 thru 201



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
www.quiddity.com

June 7, 2022

Dinh V. Ho, PE
Adico, LLC
211 East Parkwood, Suite 209
Friendswood, Texas 77546

RE: Sterling Lakes North Sections 2-9 (submitted as Sections 1-7) Preliminary Plats.

Dear Mr. Ho:

On behalf of our client, Astro Sterling Lakes North LP, we request a six-month extension to the preliminary plats for Sterling Lakes at Iowa Colony, Section 2-9. Sterling Lakes Sections 2-9 were approved by Planning Commission on August 3, 2021 and by City Council on August 16, 2021.

If you have any questions or request any additional information, please call.

Sincerely,

Stan Winter, A.I.C.P.
Vice President

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

June 22, 2022

Robert Hemminger
City Manager
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: City of Iowa Colony – CenterPoint Gas Franchise
Billing File Number: 4395-00

Dear Mr. Hemminger:

We want to express our appreciation for the opportunity you have given our firm to work with you. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent City of Iowa Colony with respect to the matter regarding a new gas franchise agreement with CenterPoint Energy (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation. Also, Jamie Mauldin and Roslyn Dubberstein will be assisting with this Matter. You may call, write, or e-mail me, Jamie or Roslyn whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$395 per hour. Jamie Mauldin and Roslyn Dubberstein bill their time at the hourly rates of \$375 and \$270, respectively. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

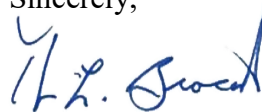
We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Thomas L. Brocato

Attachment

CITY OF IOWA COLONY

Signature

Printed Name

Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed -- A Mandate for Professionalism**" described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchermann, Jr., Judge

Copy

Mr. Brocato's Direct Line: (512) 322-5890
Email: tbrocato@lglawfirm.com

June 22, 2022

Robert Hemminger
City Manager
City of Iowa Colony Blvd.
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: Supplement to Engagement Letter – Universal Natural Gas Franchise
Billing File Number: 4395-01

Dear Mr. Hemminger:

We appreciate the confidence you have shown in us by recently requesting additional legal services from our firm. For various reasons it is necessary for our firm to specifically enumerate those matters on which we are working. The purpose of this letter is to set forth our understanding of the legal services to be performed by us and is a Supplement to the original Engagement Letter. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent the City of Iowa Colony with respect to the matter regarding negotiating a franchise agreement with Centric Infrastructure Group / Universal Natural Gas (the "Matter"). Furthermore, this letter is our notice to you regarding our acceptance of this representation (the "Representation").

Terms of Engagement

Our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, dated June 22, 2022 sets out the terms of our engagement in the Representation. This letter is expressly incorporated into that document. It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in the original Engagement Letter and all Supplements thereof.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation. Jamie Mauldin and Roslyn Dubberstein will be assisting with this Matter. You may call, write, or e-mail me, Jamie or Roslyn whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Conflicts of Interest

Before accepting this Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed the issue of potential conflicts in accordance with the rules of professional responsibility adopted in Texas.

Conclusion

This letter is appended to, and made a part of, our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, and together with all other Supplements constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written Supplement. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C. If you agree to these terms of engagement, please sign in the space provided below and return a scanned copy of the executed Supplement to Engagement Letter.

Sincerely,



Thomas L. Brocato

CITY OF IOWA COLONY

By: _____

Name printed: _____

Title: _____

Date: _____



12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
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STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 18th day of April, 2022, the City Council of the City of Iowa Colony, Texas, held a Worksession at 6:00 P.M. and a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Sydney Hargroder
Councilwoman Arnetta Murray
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Mayor Pro-Tem/ Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Byrum-Bratsen called the worksession to order at 6:01 P.M.
2. Discussion on Salary Survey. Lori Messer discussed the results of the salary survey with a power point presentation. The councilmembers had questions regarding the comparison of the cities that were surveyed.
3. Discussion on traffic sign installation in gated communities. Councilwoman Greene-Young discussed her research on the cost and time of having the city purchase and maintain the signs in the gated section of Sterling Lakes versus the POA purchasing and maintaining the signs. Councilwoman Greene-Young feels that the city taking on the cost of the signs is fair to the residents of Sterling Lakes as well as the residents of the city. Mayor Byrum-Bratsen stated that he is completely against this. He stated that there is a huge difference between regulating traffic as contracted from the POA to do and maintaining street signs on private roads. This sets a dangerous precedence. Public funds do not need to be spent on private roads. The Mayor says he would agree to maintain the roads and bare the cost of the signs if they take the gates down and turn the roads over to the city to be public roads. Councilwoman Greene-Young stated that she disagrees with him. This was not her idea; it was brought to her attention and she felt her job was to look into it. She does not think it should be done for free or \$1 because we only receive 30%. She thinks we need someone else in public works. She does not think its fair to disregard a whole

subdivision of Sterling Lakes. Councilman Wilsey thanked Councilwoman Greene-Young for all her work on this. He was confused and has not heard a solid reason as to why the city cannot maintain their signs. Councilwoman Hargroder's concern is what this will look like once the MUD is paid off. How do we handle that then? Are we then going to be paying for street signs on private property? This is going to have to be contractual with Land Tejas and the POA and she is interested to see what the contract would look like after the MUD is bought by the city. Councilman Kennedy extends thanks to all involved in the process of researching the information on the subject. There should be fairness all across Iowa Colony. It is not accessing additional cost for the citizens of Sterling Lakes and that needs to be known. He has thought about the Mayor's concern of where does this end? But he likes the basis of where we are going, but if we do take this on that we are not charging the residents of Sterling Lakes by providing this service. The dues are being effectively utilized to do this service. The Mayor asked why the POA is having to pay more? They need to research how they can reduce the labor and cost because the city does not get a discount on signs, so why are they having to pay more. This needs to be looked at before the city takes on the costs. Councilwoman Murray wants more research and to make sure that before we move forward, we are in compliance and that the funds are being used accordingly. Robert Hemminger, City Manager stated that there is an ordinance in effect that we will enforce traffic laws and bear no cost to installing and maintaining street signs in gated communities. This is consistent with every other community that we have found. We only have one person in public works maybe we do need more, but we need to pay our police officers more, and be doing other things within the community so it is just a matter of we are not here yet. If we do enter into an agreement this is 140 more signs for that one person in public works to maintain in addition to other responsibilities on this one employee. He asked the council members for some direction on how they would like to proceed.

4. Discussion on Hines development master plan. Karson presented an overview of the Hines development master plan.

5. Discussion on certificate of obligation sale options. Kristin Bloomquist with Masterson Advisors explained the certificate of obligation sale options. The Council thanked her for all their hard work on this.

6. The worksession was adjourned at 7:34 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Barsten called the meeting to order at 7:45 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

3. Citizens Comments and Presentations.

- McLean Barnett, 9938 Clear Diamond Drive- Item No. 7 (B) involves a setback request. This was presented to the Planning and Zoning Commission and as a member he has some concerns about that. Abutting directly to the north side are Sterling Lakes residents. The original request was for no buffer, then there was a compromise Planning and Zoning Commission agreed to. I did not agree with that, I believe we should honor our development code and have a 25ft one at least to the resident's side. On the west side we have a pipeline easement but because of the parking spaces there will be napoliage that blocks the western boundary towards the houses there. There is a length of easement but there is still gas pumps less than 100 ft. of homes, but we also have a rod iron gate that goes across this easement and that provides some security concerns for us. He feels the

city has made some compromises that benefits the business but may not benefit the residents so wanted to ask that the council keep that in mind.

- Tim Varlack, He has a number of items he would like to address to the Council. The first item is that the City Council has worked on a code of conduct for each of its members. As a part of the code of conduct one of the things discussed in your work session was the possible adoption of a code that would be more stringent than the Texas legal requirement for disclosing conflicts of interest whether they be personal or business relationships. He urges the Council to reconsider taking steps to be better than what the state law requires with regards to disclosing conflicts of interest. The second point he wanted to address has to do with item No. 7 regarding A and B as Mr. Barnett indicated there was a request for a change in setback. The Planning and Zoning Commission looked at this and really worked as hard as they could with the commercial developer in order to provide what they thought would be both a good compromise for the residents including an 8ft wall as well as providing parking spaces where we can to provide buffers and a requirement for a 10 ft buffer. The last item addresses signage in the gated community. He asked that the Council investigate what exactly the community is requesting. There seems to be confusion that some individuals are pushing for payment of the signs when in fact it may be that the community is looking for approval from the city to use the logo and specifications for their signs and that they may be willing to make their own payment to obtain the signs. He urges the Council to see what the actual objective is for the signs?

4. Mayor's comments or reports. Happy Post Easter. Summer is quickly approaching and we need to try and stay hydrated as the summer gets hot. Robert and the Mayor have discussed a way to streamline the staff reports. Thanked those who are in attendance tonight.

5. Council comments or reports.

- Councilwoman Hargroder- She is super excited for the upcoming 4th of July event and which will include fireworks. Thanked all those involved in planning the event.
- Councilwoman Murray- Thanked everyone for being in attendance. Excited about the upcoming election. Hoped everyone had a wonderful Easter.
- Councilwoman Greene- Young- Thanked Jeremy, Robert, and Dinh for all their work on the sign discussion. Thanked Jeremy for picking up the mattress on the side of the road. We have the best staff. Very excited about the 4th of July event. Before that we will have the Memorial Day event in May at Meridiana as they have started planning. She will provide more details next month. Thanked those in attendance at the meeting.
- Councilman Kennedy prayed "Father God, we thank you for bringing us together this evening. We ask that you continue to fill this room with your presence and may the spirit lead us in a way that glorifies you and uplifts and grows this community. In your son Jesus's name. Amen"
- Councilman Wilsey- He appreciates the Planning Members that send out update emails and provides them with their thoughts. He is glad to see everyone there.

6. Staff Reports.

- A. City Manager- He is happy and thankful to be in a country where we can celebrate our religion and beliefs. We do have a 4th of July event coming up. Looking forward to it. Exciting times and things happening in Iowa Colony and there are so many more

things going on. Reminded everyone that on Thursday city offices are closed in observance of San Jacinto Day.

- B. City Engineer- The temporary poles are out at the feeder road. Hoping by end of June that they are all up.
- C. Police Department- Councilwoman Hargroder stated that officers should be commended on the hard work they have done the last month.
- D. Building Official/Fire Marshal- Rachel presented the report as Albert was unable to be at the meeting.
- E. City Secretary- Reminder that April 25th is the first day of early voting.
- F. Senior Accountant
- G. Public Works

7. Consideration and possible action to approve an ordinance for variances for the convenience store at Karsten Boulevard and Meridiana Parkway.

- a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback
- b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

No action was taken. Item will be deferred until the Council meeting on May 16th.

8. Consideration and possible action to approve an ordinance for variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway.

Councilman Wilsey moved to approve the ordinance on first reading for variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway. Seconded by Councilman Kennedy. Approved with five ayes. Mayor Byrum-Bratsen abstained from the vote as he used to work for the developer.

9. Consideration and possible action on a resolution for funding the Ames Blvd. Bridge.

Councilwoman Hargroder made a motion to approve a resolution for funding the Ames Blvd. Bridge. Seconded by Councilwoman Greene-Young. Approved unanimously.

10. Consideration and possible action on resolution granting a petition for annexation for property into MUD 32. No action taken. Item will be deferred until the Council meeting in May.

Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilwoman Hargroder made a motion to accept consent items less item F. Seconded by Councilman Kennedy. Approved unanimously.

A. Approval of minutes of the following meetings.

- March 21, 2022- Regular Meeting

B. Approval of the following plats as recommended by the Planning and Zoning Commission.

- Meridiana Section 35A Preliminary Plat
- Meridiana Section 37B Preliminary Plat

C. Approve the following Infrastructure Approvals/Acceptances.

- Meridiana Parkway Phase V- Approval of water and sanitary sewer facilities into one-year maintenance period
- Meridiana Parkway Phase V- Acceptance of storm and paving facilities into one-year maintenance period
- Meridiana Parkway Phase VI- Approval of water and sanitary sewer facilities into one-year maintenance period
- Meridiana Parkway Phase VI- Acceptance of storm and paving facilities into one-year maintenance period

D. Approve the following early plat releases and return of escrow funds.

- Sierra Vista West Section 8- Disbursement No. 2
- Sierra Vista West Section 9- Disbursement No. 2

E. Authorize the investment of city funds

F. Approve revised contract with McLemore Luong architects for municipal government center.

Councilwoman Hargroder asked Larry Boyd, City Attorney to discuss the insurance requirement as shown in the redline copy of the agreement. Councilwoman Hargroder made motion to approve the revised contract with McLemore Luong architects for municipal government center design services. Seconded by Councilwoman Murray. Approved unanimously.

G. Conduct annual review of the city's investment policy.

EXECUTIVE SESSION- 8:29 P.M.

Executive Session in accordance with 551.074 of the Texas Gov't Code to consult with the City Attorney and deliberate on the following:

- Crime Control and Prevention District Members
- Parks and Recreation Board Members

POST EXECUTIVE SESSION- 9:04 P.M.

11. Consideration and possible action to appoint members to the Crime Control and Prevention District Board. Councilman Kennedy made a motion to reappoint the members of the Crime Control and Prevention District Board without changing the staggered terms. Seconded by Councilwoman Murray. Approved unanimously.

12. Consideration and possible action to appoint members to the Parks and Recreation Board. Councilwoman Hargroder made a motion to appoint Jessica Mikell to the Parks and Recreation Board. Seconded by Councilwoman Greene-Young. Approved unanimously.

13. The meeting was adjourned at 9:05 P.M.

AMENDED AND APPROVED THIS 27th DAY OF JUNE, 2022.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy



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STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 16th day of May, 2022, 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. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Sydney Hargroder
Councilwoman Arnetta Murray
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Mayor Pro Tem/ Councilman Chad Wilsey
Councilman Elect- McLean Barnett

And none being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Byrum-Bratsen called the work session to order at 6:00 P.M.
2. Discussion on overview of Strategic Planning Session. Ron Cox presented the final report on the Strategic Planning Sessions by the City Council and City Staff.
3. Discussion on proposed KB Homes development. Ryan Hayden with KB Homes presented an overview of the proposed development. Katie Harris and Everett Dio with LJA Engineering mentioned lot size, number of proposed homes, detention ponds and amenities. Katie Sherborne with ABHR, MUD Attorney discussed that KB Homes wants to bring the entire tract into the city and presented a map to show the zoning. City Council had questions regarding the development including impact fees and if they could provide a visual of other locations of KB home developments.
4. Discussion on proposed development on Davenport Parkway. Amber Ferrell Steele presented the proposed development on Davenport Parkway. She is the owner and founder of Timeless Vodka and Zeal Rum. She wants to annex the property into the city limits and change the zoning of the property to put a distillery on it. The distillery would be a modernized metal building. They are not interested in having a bar, a restaurant or anything like that. This would be purely

for production. She plans to hire a master distiller and have them be from this area. Councilmembers asked why she would not consider a tasting room? Her response was due to the amount of space. Mayor Byrum-Bratsen expressed that he is pro-business and it is great that she wants to do this and have this in the city limits. Councilwoman Hargroder told Mrs. Steele that she is very proud of her. Councilwoman Greene-Young is excited and it is a great opportunity for the city. Mrs. Steele is very excited and looking forward to bringing this business into the city.

5. The work session was adjourned at 6:59 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum- Bratsen called the meeting to order at 7:10 P.M. Mayor Byrum-Bratsen asked for a moment of silence for the ten people killed in the shooting in Buffalo, New York on May 14th.

2. Pledge of Allegiance and Texas Pledge were recited.

3. Citizens Comments and Presentations.

- *Tim Varlack*, 9942 Clear Diamond Drive- He thanked the Council for the opportunity to address them. He sits on the Planning and Zoning Commission and one of the challenges that they face is transparency. One of the developers consistently markets one thing to the community and often times these communities are held captive in developer owned POA's and some of them are in the ETJ so they are unable to come and address the Council. One specific developer continues to promise a lagoon, or several lagoons, or a lazy river. We are not entirely sure but what we do know is that we have had several amendments that we have approved based on that developer delivering a Crystal Lagoon to that community of Sierra Vista, Sierra Vista West and Sterling Lakes. We have a trailer that we have moved the commercial and residential zoning lines for along with several other amendments. We have approved different waivers seeking the lagoon for the Sierra Vista communities. They are still telling homeowners that there is going to be a crystal lagoon. He is asking that the City Council bring this developer to us and have a public meeting so that everyone can finally understand exactly what their plan is.
- *Terry Hayes*, 1111 Hollow Stone Drive- He had a friend moving to Texas from Tennessee and he mentioned Iowa Colony and told them to look into Sierra Vista for a new home. They then visited the Sierra Vista community. His wife asked questions prior to buying the new home and asked for a copy of the deed restrictions if any and they were told by the builder that they could not be provided the information they were asking for unless they purchased the home. He is requesting that City Council look into the transparency for the future home owners.
- *Carmela Cancino*, 3619 Pasteur Lane- Thanked the councilmembers for their service and for all the efforts put into the events held by the city. Thanked Councilwoman Hargroder for teaching her about the city and to care about getting involved. She currently serves on the Parks and Recreation committee. She came from Richwood and was adamant that she wasn't going to get involved, but thanks to Councilwoman Hargroder she did.
- District Boundaries Commission Chairman, Douglas Chumley presented the adopted District Boundaries Map. He informed the public that the boundaries were based on the 2020 census and the map adopted was the most effective way to divide the boundaries. He thanked all those who participated and served on the commission.

4. Mayor's comments or reports.

- Proclamation for EMS Week: May 15th – May 21st

Mayor Byrum-Bratsen read the proclamation aloud and presented the proclamation to the ESD members in attendance.

- Reminder that this is also Peace Officer's Memorial Week

Mayor Byrum-Bratsen reminded everyone that this is also Peace Officer's Memorial Week.

5. Council comments or reports.

- Councilman Wilsey-Thanked Councilwoman Hargroder for her service. He stated that in work session we talk a lot about council and he wants it to be apparent that its staff who gets the job done. He commented that the Police Chief has built a great staff. All the departments do a great job of putting things together and present it to council to vote on it. He mentioned to Timeless Vodka "If you build it, they will come".
- Councilman Kennedy- Prayed "Thank you Lord Father Almighty, we ask that you lead us and guide us in our deliberations and in the matters that come before us this evening. May we bring you glory in our efforts. In your son Jesus' name Amen"
He thanked Councilwoman Hargroder for her service and commitment. He thanked all the citizens in attendance and encouraged them to continue to participate, be involved, and attend meetings. He thanked Ron and the staff on all the hard work put into the strategic plan and believes that we will succeed in the execution of that. He is excited about the KB Homes Development opportunity that was presented during the work session. He echoes Councilman Wilsey in his supports with the effort to Timeless Vodka to be in the City of Iowa Colony. He thanked staff for all the work they have done and continue to do to maintain the city and to execute the hopes and visions.
- Councilwoman Greene-Young- Thanked Councilwoman Hargroder for a great year. We have a great staff and they deserve what we can provide to them. She thanked the citizens for re-electing her. This is her second time to serve and she is grateful for the opportunity. She thanked the Mayor for having a moment of silence. There is a Memorial Day program on Monday, May 30th. The program is 10am to 11am and then vendors and events from 11am until 2pm at the Meridiana Oasis Village.
- Councilwoman Murray-Thanked Sydney for her time on Council. She is grateful for the opportunity to serve another term on the council. She reminded everyone that this world we live in people are hurting, people are struggling, and we need to be mindful of that. She helped this past Saturday with those that were needing baby formula. Thanked her daughter, good friend, classmate, and best friend for being in attendance. She thanked the Mayor for appointing her to that position a few years ago.
- Councilwoman Hargroder- Thanked her Husband and her daughters for supporting her and her volunteer efforts. She also thanked the council and staff. The first night she sat in her seat on the dais she watched something bigger occur that night, It's what many call the transfer of power. Her thoughts were that one day she would be on the opposite side of that seat. At that time, it felt like a punch in the gut. She pondered on the feeling that night. She stated that a wise man in the crowd told her that power doesn't reside in any elected position, the power resides in the people. She no longer looks at the changing of that seat as a transfer of power as she did that day. The power stays where it should be and that is with the people. Elected Officials should only be the voice for those people. During her time on council, she can say she did her best to be a voice for the people of the entire city. She was a small piece of such a pivotal part of the city history as a voice

for the people. Hiring the first City Manager, Robert Hemminger will always be the highlight of her tenor here. She praised Robert and the amazing staff. She stated that working with the council through the Strategic Plan shows just how unified they are. She is fortunate to have been apart of so many things here including the blinking stop signs. She addressed her female peers on council. As a former council member, she gave the current council advice. She closed with a quote from Mr. Rodgers. Thanked everyone.

6. Staff Reports.

- City Manager, Robert Hemminger stated that all staff reports were in the drop box folder and asked if the Council had any questions. On behalf of the staff, we would like to extend our heartfelt thanks to Sydney. We are sad to see you go and we welcome McLean. Council asked about the blinking lights and the stop lights installation. The transformers are in, we are waiting on CenterPoint to power up the lights. Within the next two weeks Karsten should be up and then after that the other two will be up as well.

7. Consideration and possible action to adopt a resolution to canvas and approve the results of the Municipal Election. Councilman Wilsey made a motion to approve the results of the Municipal Election. Seconded by Councilman Kennedy. Approved unanimously.

8. Administer the oath of office to newly elected officials. Judge Greg Hill administered the oath of office to the newly elected councilmembers.

- McLean Barnett
- Arnetta Murray
- Marquette Greene Young

- New member comments and acknowledgments

Councilmember Barnett took his seat on the dais. Councilmember Barnett thanked his family and friends for their support. He knows he has big shoes to fill and he is committed to the city and its improvements.

9. Consideration and possible action to approve an ordinance for variances for the convenience store at Karsten Boulevard and Meridiana Parkway.

a. Unified Development Code: Section 3.5.3.1(a)(4) – Build to line setback

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

No action taken. The item will be placed on the May 23rd Special Council agenda for consideration.

10. Consideration and possible action to approve an ordinance on second and final reading for a variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway. Councilman Kennedy made a motion to approve on second and final reading for a variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway including no drive thru north of the building, restricted access north of building only for employees and deliveries, there will be gates on each end of the pavement north of the building to enforce the restriction. This does not necessarily prohibit any drive thru, just those north of the building. Seconded by Councilman Wilsey. The ordinance caption as read aloud by the City Secretary. Approved with three ayes, two noes, and one abstaining. Councilmember Greene-Young, Councilmember Kennedy, and Councilmember

Wilsey voted for the motion. Councilmember Barnett and Councilmember Murray voted against, and Mayor Byrum-Bratsen abstained as he has a conflict-of-interest and has filed the form with the City Secretary.

11. Consideration and possible action to award the Ames Blvd. Bridge at South Hayes Creek GLO CDBG-DR Contract No. 20-065-008-C011 contract to Wadecon, LLC in the amount of \$288,340. Councilwoman Greene-Young made a motion to approve the contract with Wadecon, LLC in the amount of \$288,340 for the Ames Blvd. Bridge at South Hayes Creek project. Seconded by Councilwoman Murray. Approved unanimously.

12. Consideration and possible action on a resolution consenting to the expansion of MUD 32. Councilman Wilsey made a motion to approve the resolution consenting to the expansion of MUD 32. Seconded by Councilwoman Greene -Young. Approved unanimously.

13. Consideration and possible action to authorize a contract with Reliant Sand and Construction, Inc. for Right-of-Way and Ditch Mowing and related services. Councilman Kennedy made a motion to approve the contract with Reliant Sand and Construction, Inc. for Right-of-Way and Ditch Mowing and related services. Seconded by Councilwoman Greene-Young. Approved unanimously.

14. Consideration and approval of Amendment No. 1 to Development Financing Agreement by and among the City of Iowa Colony, Texas, Reinvestment Zone Number Two, City of Iowa Colony, Texas, Iowa Colony Development Authority, and GR-M1. Joel Cleveland, with Muller Law Group gave an overview of the agreement. Councilwoman Murray made a motion to approve Amendment No. 1 to Development Financing Agreement by and among the City of Iowa Colony, Texas, Reinvestment Zone Number Two, City of Iowa Colony, Texas, Iowa Colony Development Authority, and GR-M1. Seconded by Councilman Wilsey. Approved unanimously.

15. Consideration and approval of Amendment No. 1 to Amended and Restated Agreement by and between the City of Iowa Colony, Reinvestment Zone Number Two, City of Iowa Colony, Texas, and the Iowa Colony Development Authority. Joel Cleveland, with Muller Law Group gave an overview of the agreement. Councilman Kennedy made a motion to approve Amendment No. 1 to Amended and Restated Agreement by and between the City of Iowa Colony, Reinvestment Zone Number Two, City of Iowa Colony, Texas, and the Iowa Colony Development Authority. Seconded by Councilwoman Greene-Young. Approved unanimously.

16. Review and approval of Preliminary Official Statement in connection with sale of the City's Certificates of Obligation, Series 2022. Kristin Blomquist with Masterson Advisors gave an overview of the of the Preliminary Official Statement. Councilman Kennedy made a motion to approve the Preliminary Official Statement in connection with sale of the City's Certificates of Obligation, Series 2022. Seconded by Councilman Wilsey. Approved unanimously.

17. Consideration and possible action to approve a resolution adopting the strategic plan. Councilwoman Greene-Young made a motion to approve the resolution adopting the strategic plan. Seconded by Councilwoman Murray. Approved unanimously.

Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilwoman Murray made a motion to approve the consent agenda items as presented. Seconded by Councilwoman Greene-Young. Approved unanimously.

A. Approval of minutes of the following meetings.

- April 18, 2022- Regular Meeting
- April 25, 2022- Special Meeting
- May 2, 2022- Special Meeting

B. Approval of the following plats as recommended by the Planning and Zoning Commission.

- Meridiana Section 34C Preliminary Plat
- Meridiana Section 35B Preliminary Plat
- Meridiana Section 58A Final Plat
- Meridiana Pursley Phase 6A Final Plat
- Meridiana Detention Reserve P Final Plat
- Sierra Vista West Section 7 Amending Plat No. 1

C. Approve the following early plat releases and return of escrow funds.

- Sierra Vista West Section 8- Disbursement No. 3
- Sierra Vista West Section 9- Disbursement No. 3

D. Approval of early plat agreements

- Meridiana Section 57
- Meridiana Section 58A

E. Approval of the quarterly investment report.

EXECUTIVE SESSION

Executive Session in accordance with 551.074 of the Texas Gov't Code to deliberate on the following:

- Appointment of members to the Planning and Zoning Commission
- Appointment of HGAC representatives

POST EXECUTIVE SESSION- 9:37 P.M.

18. Consideration and possible action to appoint members to the Planning and Zoning Commission. Councilman Wilsey made a motion to appoint Brenda Dillon to the Planning and Zoning Commission. Seconded by Councilwoman Greene-Young. Approved unanimously.

19. Consideration and possible action to appoint the city's representative and alternate for HGAC. Councilman Wilsey made a motion to appoint Councilman Wil Kennedy as the representative and Councilman McLean Barnett as the alternate for HGAC. Seconded by Councilwoman Greene-Young. Approved unanimously.

20. The meeting was adjourned at 9:38 P.M.

APPROVED THIS 27th DAY OF JUNE, 2022.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy



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 23rd day of May, 2022, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 6:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilman McLean Barnett
Councilwoman Arnetta Murray
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Mayor Pro-Tem/ Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

MEETING- 6:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 6:00 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Citizens Comments. There were no comments from the public.
4. Consideration and possible action for the City of Iowa Colony, Texas combination tax and revenue certificates of obligation, series 2022. Kristin Bloomquist with Masterson Advisors presented the combination tax and revenue certificates of obligation, series 2022 pricing summary and final numbers. She stated that we are expecting to close on June 14th. Joel Cleveland with Muller Law Group discussed the ordinance.
 - Approve the sale of the certificates in an amount not to exceed \$14,000,000.00 and approve purchase agreement with Robert W. Baird & Co. Mayor Byrum-Bratsen made a motion to approve the sale of the certificates in an amount not to exceed \$14,000,000.00 and approve purchase agreement with Robert W. Baird & Co. Seconded by Councilwoman Murray. Approved unanimously.
 - Approve ordinance authorizing issuance of certificates. Mayor Byrum-Bratsen made a motion to approve an ordinance authorizing issuance of certificates. Seconded by

Councilwoman Greene-Young. The ordinance caption was read aloud by the City Secretary. Approved unanimously.

- Approve agreement with Masterson Advisors, LLC for services related to continuing disclosure obligations in connection with the certificates. No action taken.
- Approve and authorize distribution of official statement in connection with the certificates. Mayor Byrum-Bratsen made a motion to approve and authorize distribution of official statement in connection with the certificates. Seconded by Councilman Barnett. Approved unanimously.
- Consider and act upon any other matters concerning the certificates. There were no other actions to take.

EXECUTIVE SESSION- 6:26 P.M.

Executive Session in accordance with 551.074 of the Texas Gov't Code to deliberate on the following:

- Appointment of member(s) to the Crime Control and Prevention District Commission
- Appointment of Mayor Pro Tem

POST EXECUTIVE SESSION- 6:37 P.M.

5. Consideration and possible action to appoint member(s)

to the Crime Control and Prevention District Commission. Councilman Kennedy made a motion to appoint D. Nguyen to the Crime Control and Prevention District Board. Seconded by Councilwoman Greene-Young. Approved unanimously.

6. Consideration and possible action to appoint a Mayor Pro Tem. Councilman Barnett made a motion to appoint Councilman Chad Wilsey as Mayor Pro Tem. Seconded by Councilwoman Murray. Approved with five ayes. Councilman Wilsey abstained.

7. Consideration and possible action regarding the following on annexation of the DR Horton tract/ future MUD No. 87. Joel Cleveland with Muller Law Group gave an overview of the ordinance.

- Approve an offer and rejection of non-annexation development agreement with the landowner. Councilman Wilsey made a motion to approve an offer and rejection of non-annexation development agreement with the landowner. Seconded by Councilwoman Greene-Young. Approved unanimously.
- Approve municipal service agreement with landowner. Councilwoman Greene-Young made a motion to approve the municipal service agreement with the landowner. Seconded by Councilman Barnett. Approved unanimously.
- Approve municipal service plan. Councilman Wilsey made a motion to approve the municipal service plan. Seconded by Councilman Kennedy. Approved unanimously.
- Approve development agreement. Councilman Barnett made a motion to approve the development agreement with DR Horton, MUD No. 87 with change to section. 3.13 (b)

“will use 250 gallons a day for single family connections or equivalent connection” and subject to attorney review. Seconded by Councilwoman Murray. Approved unanimously.

- Approve the annexation ordinance. Councilman Kennedy made a motion to approve the annexation ordinance. Seconded by Councilman Wilsey. The caption was read aloud by the City Secretary. Approved unanimously.

8. Consideration and possible action to approve an ordinance for variances for the convenience store at Karsten Boulevard and Meridiana Parkway.

a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

Councilman Barnett stated his hesitations with approving this variance. Councilman Wilsey asked questions regarding the approval of the pipeline company. Larry Boyd, City Attorney mentioned the conditions added to the ordinance as discussed at the previous council meeting including; no drive thru north of the building, restricted access north of building only for employees and deliveries, there will be gates on each end of the pavement north of the building to enforce the restriction. This does not necessarily prohibit any drive thrus, just those north of the building. Councilman Barnett stated he still struggles with the 10 ft landscape buffer and removing the 15 ft from before regarding the UDC as this is a struggle for the residents. City Manager, Robert Hemminger clarified that per the City Engineer; the building is still moving forward 10 ft, so its almost at the 25 ft which would be close to achieving the setback since they have moved the building. Councilman Kennedy made a motion to approve an ordinance on first and final reading for variances

a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

for the convenience store at Karsten Boulevard and Meridiana Parkway as recommended by Staff and the Planning and Zoning Commission and as restricted in the ordinance. The City Secretary read the ordinance caption aloud. Seconded by Councilwoman Greene-Young. Approved with three ayes, two opposed, and one abstaining. Councilman Wilsey, Councilman Kennedy, and Councilwoman Greene-Young voted in favor. Councilwoman Murray and Councilman Barnett voted against the motion. Mayor Byrum-Bratsen abstained as he has a conflict-of-interest and has filed an affidavit with the City Secretary.

9. The meeting was adjourned at 7:24 P.M.

APPROVED THIS 27th DAY OF JUNE, 2022.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy

Tuesday, May 31, 2022

Jackie Overton
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

Re: Meridiana Section 56 Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1155
Adico, LLC Project No. 16007-2-251

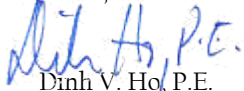
Dear Ms. Overton;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Meridiana Section 56 Final Plat, received on or about May 31, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon our review, we have no objections to the plat as resubmitted on May 31, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than June 1, 2022 for consideration at the June 7, 2022 Planning and Zoning meeting.

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

Sincerely,
Adico, LLC



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

Copy

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-251

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 56
BEING A 11.74 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 11.74 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT 514, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO GR-M1, LTD. CALLED 120.58 ACRES RECORDED UNDER B.C.C.F. NO. 2006048994; SAID 11.74 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at the southeasterly corner of a called 162.47 acre tract conveyed to GR-M1, LTD recorded under B.C.C.F. NO. 2006030311 being in the westerly line of the said 120.58 acre tract, same being the common line of the H. T. & B. R.R. Company Survey, A-287 and the H. T. & B. R.R. Company Survey, A-514, from which a 5/8-inch capped iron rod stamped "Wilson" bears North 66°58' East, 0.50 feet;

THENCE, South 02°50'17" East, along the westerly line of the said 120.58 acre tract for a distance of 228.43 feet to the southwesterly corner of said 120.58 acre tract;

THENCE, North 87°10'00" East, along the southerly line of said 120.58 acre tract for a distance of 60.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

- 1) THENCE, North 02°50'17" West, for a distance of 308.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature;
- 2) THENCE, in a northerly direction along the arc of a curve to the right having a radius of 1,690.00 feet, an arc length of 602.54 feet, an angle of 20°25'40", and a chord bearing North 07°22'33" East, for a distance of 599.35 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 3) THENCE, South 77°20'15" East, for a distance of 385.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 4) THENCE, South 75°03'57" East, for a distance of 84.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 5) THENCE, South 61°04'14" East, for a distance of 78.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 6) THENCE, South 33°17'23" East, for a distance of 124.42 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 7) THENCE, South 11°15'56" West, for a distance of 245.87 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 8) THENCE, South 03°04'23" East, for a distance of 282.77 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 9) THENCE, South 87°10'00" West, for a distance of 33.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 10) THENCE, South 02°50'00" East, for a distance of 100.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- 11) THENCE, South 87°10'00" West, for a distance of 595.82 feet to the POINT OF BEGINNING and containing 11.74 acres of land.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA SECTION 56, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision of Meridiana Section 56 where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas Limited Partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized by this ____ day of _____, 2022.

OWNER

GR-M1, LTD., a Texas Limited Partnership
By: Rise Communities, LLC,
a Nevada Limited Liability Company,
its Authorized Agent

BY: _____
Print Name: Matt Lawson
Title: President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2022.

Notary Public in and for the
State of Texas
My Notary Commission Expires _____

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Michael Byrum-Bratsen, Mayor

McLean Barnett, Council Member

Arnetta Hicks-Murray, Council Member

Marquette Greene-Young, Council Member

Wil Kennedy, Council Member

Chad Wiley, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hosey
Planning and Zoning Commission Member

Steven Byrum-Bratsen
Planning and Zoning Commission Member

Brian Johnson
Planning and Zoning Commission Member

Tim Varlack
Planning and Zoning Commission Member

Brenda Dillon
Planning and Zoning Commission Member

Terry Hayes
Planning and Zoning Commission Member

Date

FINAL PLAT
MERIDIANA SECTION 56

BEING A SUBDIVISION OF 11.74 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 54, ABSTRACT 514,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS.

53 LOTS 2 BLOCKS 4 RESERVES (1.019 ACRES)

OWNER

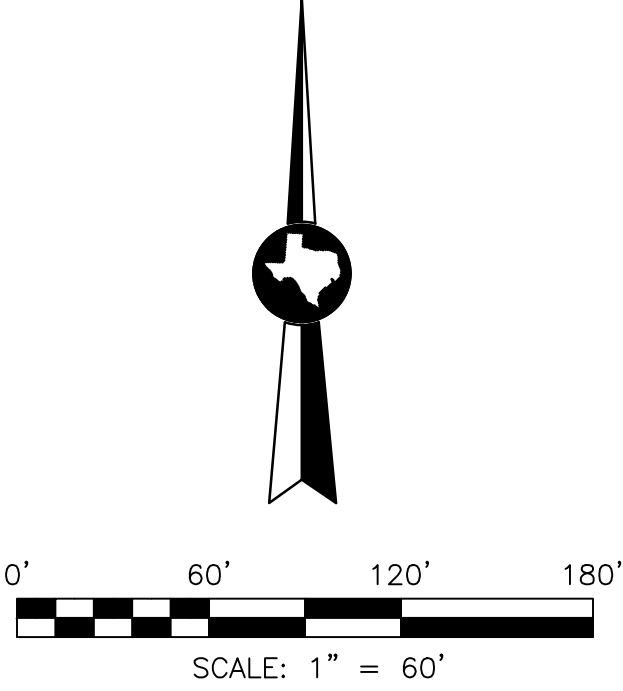
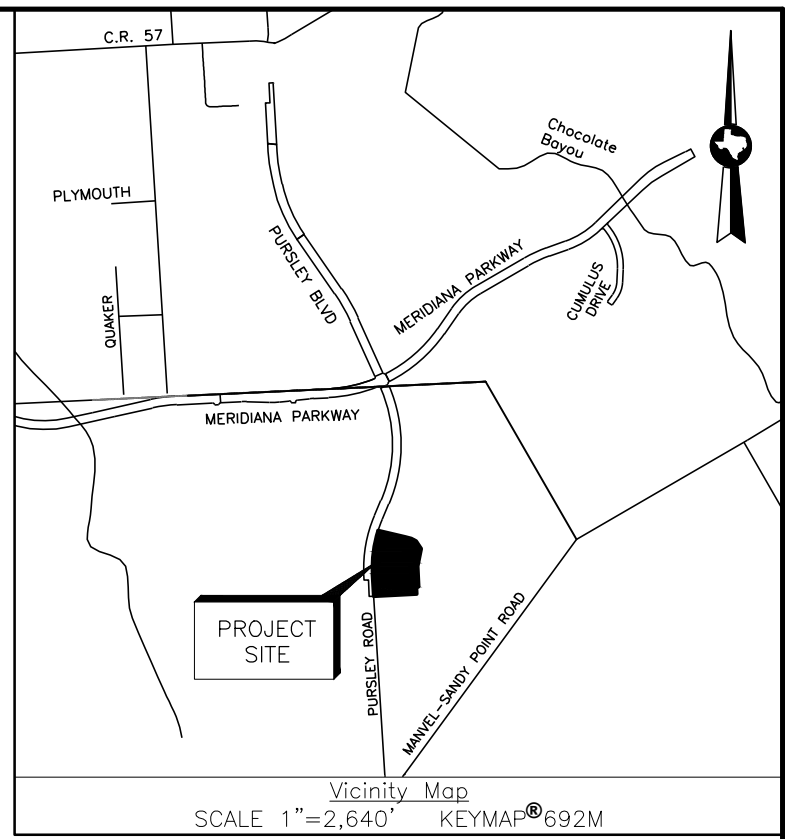
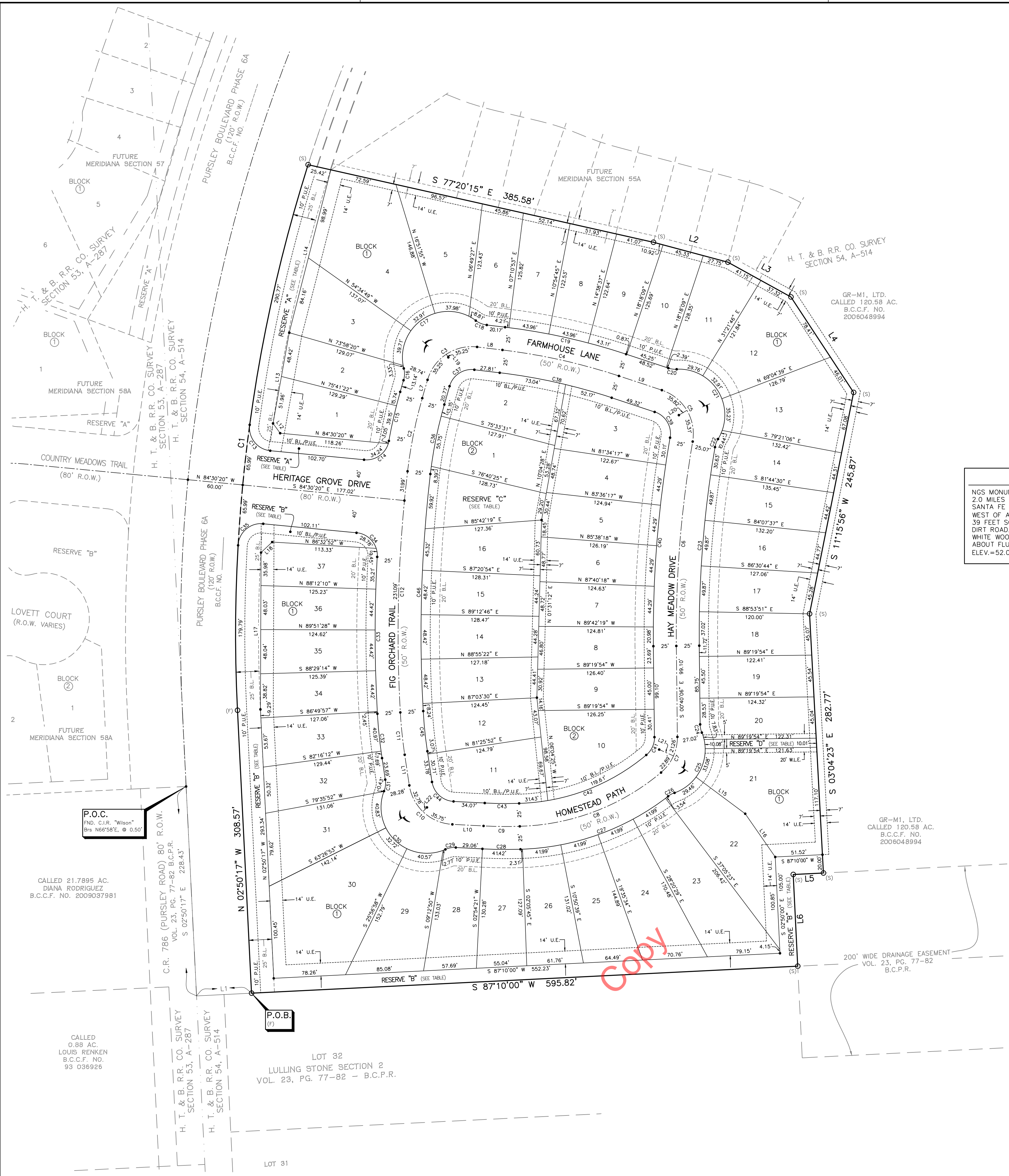
GR-M1, LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-7863

MAY, 2022

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPELS No. 10092300



BENCHMARK:
NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

CURVE			CURVE TABLE			CHORD BEARING			CHORD LENGTH		
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,690.00'	20°25'40"	602.54'	N 07°22'33"	599.35'	N 07°22'33"	599.35'	N 07°22'33"	599.35'	N 07°22'33"	599.35'
C2	500.00'	9°19'27"	81.37'	N 11°21'57"	81.28'	N 11°21'57"	81.28'	N 11°21'57"	81.28'	N 11°21'57"	81.28'
C3	50.00'	80°47'48"	70.51'	N 56°25'34"	64.81'	N 56°25'34"	64.81'	N 56°25'34"	64.81'	N 56°25'34"	64.81'
C4	650.00'	11°28'42"	130.22'	S 77°26'12"	130.00'	S 77°26'12"	130.00'	S 77°26'12"	130.00'	S 77°26'12"	130.00'
C5	50.00'	81°30'31"	71.13'	S 30°56'35"	65.28'	S 30°56'35"	65.28'	S 30°56'35"	65.28'	S 30°56'35"	65.28'
C6	1,223.00'	10°28'46"	223.69'	S 04°34'17"	223.38'	S 04°34'17"	223.38'	S 04°34'17"	223.38'	S 04°34'17"	223.38'
C7	50.00'	50°35'32"	44.13'	S 24°37'40"	42.73'	S 24°37'40"	42.73'	S 24°37'40"	42.73'	S 24°37'40"	42.73'
C8	250.00'	38°27'40"	167.82'	S 68°08'16"	164.68'	S 68°08'16"	164.68'	S 68°08'16"	164.68'	S 68°08'16"	164.68'
C9	500.00'	4°31'15"	39.45'	N 89°21'16"	39.44'	N 89°21'16"	39.44'	N 89°21'16"	39.44'	N 89°21'16"	39.44'
C10	50.00'	78°31'31"	68.53'	N 47°49'54"	63.29'	N 47°49'54"	63.29'	N 47°49'54"	63.29'	N 47°49'54"	63.29'
C11	500.00'	5°18'36"	46.34'	N 05°54'50"	46.32'	N 05°54'50"	46.32'	N 05°54'50"	46.32'	N 05°54'50"	46.32'
C12	1,513.00'	9°57'45"	263.08'	N 01°43'21"	262.75'	N 01°43'21"	262.75'	N 01°43'21"	262.75'	N 01°43'21"	262.75'
C13	25.00'	92°14'14"	40.25'	S 38°23'12"	36.04'	S 38°23'12"	36.04'	S 38°23'12"	36.04'	S 38°23'12"	36.04'
C14	25.00'	85°27'26"	37.29'	N 52°45'57"	33.93'	N 52°45'57"	33.93'	N 52°45'57"	33.93'	N 52°45'57"	33.93'
C15	625.00'	5°59'25"	54.89'	S 13°01'57"	54.86'	S 13°01'57"	54.86'	S 13°01'57"	54.86'	S 13°01'57"	54.86'
C16	25.00'	29°55'35"	13.06'	N 07°03'52"	12.91'	N 07°03'52"	12.91'	N 07°03'52"	12.91'	N 07°03'52"	12.91'
C17	50.00'	140°38'58"	122.74'	S 56°25'34"	94.16'	S 56°25'34"	94.16'	S 56°25'34"	94.16'	S 56°25'34"	94.16'
C18	25.00'	29°55'35"	13.06'	S 68°12'45"	12.91'	S 68°12'45"	12.91'	S 68°12'45"	12.91'	S 68°12'45"	12.91'
C19	675.00'	11°28'42"	135.23'	N 77°26'12"	135.00'	N 77°26'12"	135.00'	N 77°26'12"	135.00'	N 77°26'12"	135.00'
C20	25.00'	21°02'22"	9.18'	S 82°13'02"	9.13'	S 82°13'02"	9.13'	S 82°13'02"	9.13'	S 82°13'02"	9.13'
C21	50.00'	124°08'52"	108.34'	N 30°39'46"	88.36'	N 30°39'46"	88.36'	N 30°39'46"	88.36'	N 30°39'46"	88.36'
C22	25.00'	21°41'15"	9.46'	S 20°34'02"	9.41'	S 20°34'02"	9.41'	S 20°34'02"	9.41'	S 20°34'02"	9.41'
C23	1,198.00'	10°23'30"	217.28'	S 04°31'39"	216.98'	S 04°31'39"	216.98'	S 04°31'39"	216.98'	S 04°31'39"	216.98'
C24	25.00'	21°02'22"	9.18'	S 11°11'17"	9.13'	S 11°11'17"	9.13'	S 11°11'17"	9.13'	S 11°11'17"	9.13'
C25	50.00'	92°10'53"	80.44'	N 24°22'59"	72.04'	N 24°22'59"	72.04'	N 24°22'59"	72.04'	N 24°22'59"	72.04'
C26	25.00'	18°18'03"	7.99'	S 61°18'23"	7.85'	S 61°18'23"	7.85'	S 61°18'23"	7.85'	S 61°18'23"	7.85'
C27	275.00'	36°12'44"	173.81'	N 70°16'44"	170.93'	N 70°16'44"	170.93'	N 70°16'44"	170.93'	N 70°16'44"	170.93'
C28	525.00'	4°31'15"	41.42'	S 89°21'16"	41.41'	S 89°21'16"	41.41'	S 89°21'16"	41.41'	S 89°21'16"	41.41'
C29	25.00'	26°37'33"	11.62'	S 79°35'35"	11.51'	S 79°35'35"	11.51'	S 79°35'35"	11.51'	S 79°35'35"	11.51'
C30	50.00'	134°26'53"	117.33'	S 46°29'45"	92.20'	S 46°29'45"	92.20'	S 46°29'45"	92.20'	S 46°29'45"	92.20'
C31	25.00'	29°17'49"	12.78'	N 06°04'47"	12.64'	N 06°04'47"	12.64'	N 06°04'47"	12.64'	N 06°04'47"	12.64'
C32	525.00'	5°18'36"	48.66'	S 05°54'50"	48.64'	S 05°54'50"	48.64'	S 05°54'50"	48.64'	S 05°54'50"	48.64'
C33	1,538.00'	6°22'04"	170.83'	S 00°04'30"	170.84'	S 00°04'30"	170.84'	S 00°04'30"	170.84'	S 00°04'30"	170.84'
C34	25.00'	87°36'51"	38.23'	N 40°41'54"	34.61'	N 40°41'54"	34.61'	N 40°41'54"	34.61'	N 40°41'54"	34.61'
C35	25.00'	92°14'14"	40.25'	S 49°22'33"	36.04'	S 49°22'33"	36.04'	S 49°22'33"	36.04'	S 49°22'33"	36.04'
C36	475.00'	9°19'27"	77.30'	S 11°21'57"	77.21'	S 11°21'57"	77.21'	S 11°21'57"	77.21'	S 11°21'57"	77.21'
C37	25.00'	80°47'48"	35.25'	S 56°25'34"	32.40'	S 56°25'34"	32.40'	S 56°25'34"	32.40'	S 56°25'34"	32.40'
C38	625.00'	11°28'42"	125.21'	N 77°26'12"	125.00'	N 77°26'12"	125.00'	N 77°26'12"	125.00'	N 77°26'12"	125.00'
C39	25.00'	81°30'31"	35.56'	N 30°56'35"	32.64'	N 30°56'35"	32.64'	N 30°56'35"	32.64'	N 30°56'35"	32.64'
C40	1,248.00'	10°28'46"	228.26'	S 04°34'17"	227.94'	S 04°34'17"	227.94'	S 04°34'17"	227.94'	S 04°34'17"	227.94'
C41	25.00'	50°35'32"	22.08'	N 24°37'40"	21.36'	N 24°37'40"	21.36'	N 24°37'40"	21.36'	N 24°37'40"	21.36'
C42	225.00'	38°27'40"	151.04'	N 69°09'16"	148.22'	N 69°09'16"	148.22'	N 69°09'16"	148.22'	N 69°09'16"	148.22'
C43	475.00'	4°31'15"	37.48'	S 89°21'16"	37.47'	S 89°21'16"	37.47'	S 89°21'16"	37.47'	S 89°21'16"	37.47'
C44	25.00'	78°31'31"	34.26'	S 47°49'54"	31.64'	S 47°49'54"	31.64'	S 47°49'54"	31.64'	S 47°49'54"	31.64'
C45	475.00'	5°18'36"	44.02'	S 05°54'50"	44.01'	S 05°54'50"	44.01'	S 05°54'50"	44.01'	S 05°54'50"	44.01'
C46	1,488.00'	9°57'45"	258.73'	S 01°43'21"	258.41'	S 01°43'21"	258.41'	S 01°43'21"	258.41'	S 01°43'21"	258.41'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°10'00"	E 60.00'
L2	S 75°03'57"	E 84.00'
L3	S 61°04'14"	E 78.48'
L4	S 33°17'23"	E 124.42'
L5	S 87°10'00"	W 33.01'
L6	S 02°50'00"	E 100.00'
L7	N 16°01'40"	E 20.77'
L8	S 83°10'33"	E 27.81'
L9	S 71°41'51"	E 49.32'
L10	N 87°03'59"	W 34.07'
L11	N 08°34'08"	W 33.78'
L12	N 35°49'52"	W 13.22'
L13	N 10°08'18"	E 100.32'
L14	N 14°19'45"	E 183.14'
L15	S 53°17'20"	W 66.92'
L16	N 34°45'07"	W 57.37'
L17	N 00°14'11"	E 170.88'
L18	N 46°48'28"	E 16.65'
L19	N 33°34'26"	W 4.04'
L20	N 59°21'09"	E 10.22'
L21	S 66°18'21"	E 17.07'
L22	S 43°52'09"	W 6.36'

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
 - All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
 - A- indicates Abstract
AC, indicates Acres
B.C.C.F. NO. indicates Brazoria County Clerk's File Number
B.C.P.R. indicates Brazoria County Plat Records
Brs indicates Bears
BL, indicates Building Line
C.I.R. indicates Capped Iron Rod
FND, indicates Found
VOL, indicates Volume
PG, indicates Page
P.O.B. indicates Point Of Beginning
P.O.C. indicates Point Of Commencing
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right of Way
SQ. FT. indicates Square Feet
U.E. indicates Utility Easement
W.L.E. indicates Water Line Easement
(F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
(S) indicates set 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
> indicates Change of Street Name
 - The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 55, and Brazoria County Drainage District #5 (B.D.D.#5).
 - The boundary for this plat has a closure in excess of 1:15,000.
 - This plat shall conform to the terms and conditions of Meridiana PUD Amendment No. 4 of the City of Iowa Colony Ordinance #2022-04.
 - No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
 - This final plat will expire two (2) years after final approval by the City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
 - All water and wastewater facilities shall conform to the city's design criteria.
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K dated December 30, 2020. The subject property shown hereon lies within Unshaded Zone "X" (areas determined to be outside of 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. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- All sidewalks shall be a minimum of 4' wide and built in accordance to the Meridiana Planned Unit Development District Amendment No. 4 of the City of Iowa Colony Ordinance #2022-04.
 - The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance and operation of all easements and all restricted reserves.
 - All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.
 - Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 56 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.
 - All front lot maintenance within this section shall be performed by the Homeowners Association, as per Meridiana PUD Amendment No. 4.

FINAL PLAT MERIDIANA SECTION 56

BEING A SUBDIVISION OF 11.74 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 54, ABSTRACT 514,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS.

53 LOTS 2 BLOCKS 4 RESERVES (1.019 ACRES)

OWNER

GR-M1, LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-7863

MAY, 2022

ENGINEER/SURVEYOR



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPELS No. 10092300

Tuesday, May 31, 2022

Robin Crouch
Baker Lawson, Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515

**Re: Iowa Heights Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1102
Adico, LLC Project No. 16007-2-247**

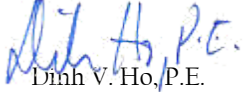
Dear Ms. Crouch;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Iowa Heights Final Plat package received on or about May 31, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the final plat as resubmitted on May 31, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than June 1, 2022 for consideration at the June 7, 2022 Planning and Zoning meeting.

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

Sincerely,
Adico, LLC


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

Copy

**Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-247**

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

I, MUHAMMED ALAM, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT OF IOWA HEIGHTS, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 6-LOTS, BEING A SUBDIVISION OF 9.3 ACRES IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND MYSELF, MY HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20 ____.

MUHAMMED ALAM

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MUHAMMED ALAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20 ____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS THAT:

I, MD M. RAHMAN, OWNER OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT OF IOWA HEIGHTS, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS AND EASEMENTS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR THEIR USE FOREVER AND DESIGNATE SAID SUBDIVISION AS THE PLAT OF 6-LOTS, BEING A SUBDIVISION OF 9.3 ACRES IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS AND DO HEREBY BIND MYSELF, MY HEIRS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20 ____.

MD M. RAHMAN

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MD M. RAHMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20 ____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

CITY COUNCIL APPROVALS

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF IOWA HEIGHTS, WAS APPROVED

THIS THE ____ DAY OF _____, 20 ____ BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS.

MICHAEL BRYUM-BRATSEN, MAYOR

MLEAN BARNETT, MEMBER

ARNETTA HICKS-MURRAY, MEMBER

MARQUETTE GREEN-YOUNG, MEMBER

WILL KENNEDY, MEMBER

CHAD WILSEY, MEMBER

DINH HO, P.E., CITY ENGINEER

FINAL PLAT AND CONSTRUCTION NOTES

- SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE OR 2 FEET ABOVE THE BASE FLOOD ELEVATION.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL DETENTION EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WITH NO EXCEPTIONS, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- THIS SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
- LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 16 PERCENT ON THE 1 ACRE LOTS AND 7 PERCENT ON THE LARGE LOTS. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
- OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
- DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
- DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
- PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
- PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
- PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
- ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT NUMBER AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
- PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB-SECTION 1.5, PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES. TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.
- PROVIDE 5' SIDEWALKS ALONG COUNTY ROAD 78 AND 79.
- BUILDING PLANS FOR EACH LOT WILL REQUIRE A DRAINAGE PLAN FOR THAT SPECIFIC HOME.

FARZANA HAQUE
CALLED 5.01 ACRES
(EAST HALF OF TRACT-122)
C.C.F.# 2017059696, O.R.B.C.T.

MOHAMMED AKBAR
CALLED 5.00 ACRES
(EAST HALF OF TRACT-113)
C.C.F.# 2003058021, O.R.B.C.T.

KIMBERLY JENSEN
CALLED 4.65 ACRES
(NORTH HALF OF TRACT-112)
C.C.F.# 2015015791, O.R.B.C.T.

PLANNING AND ZONING COMMISSION APPROVALS

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF IOWA HEIGHTS, WAS APPROVED

THIS THE ____ DAY OF _____, 20 ____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS.

DAVID HURST, CHAIRMAN

STEVEN BYRUM-BRATSEN, MEMBER

LES HOSEY, MEMBER

TERRY HAYES, MEMBER

TIM VARLACK, MEMBER

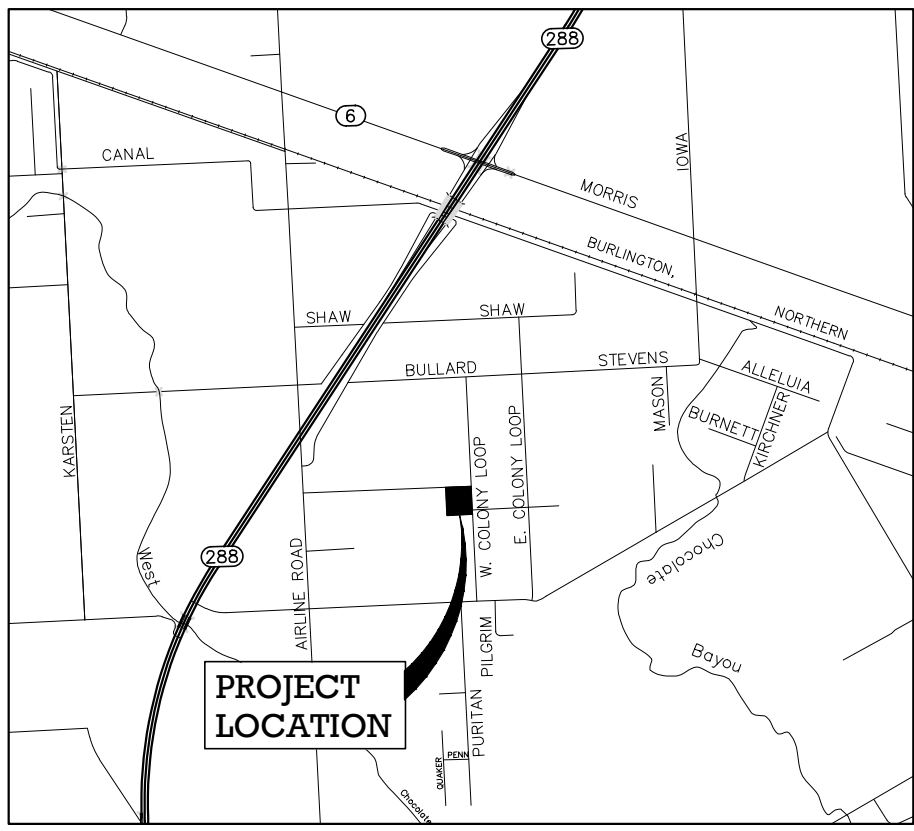
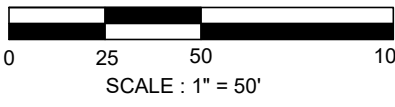
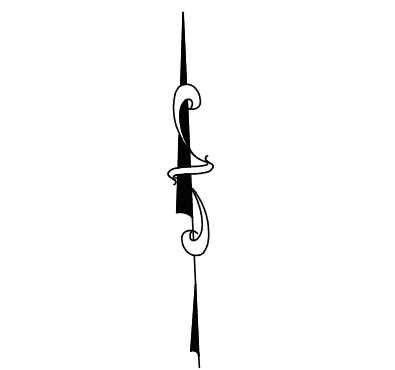
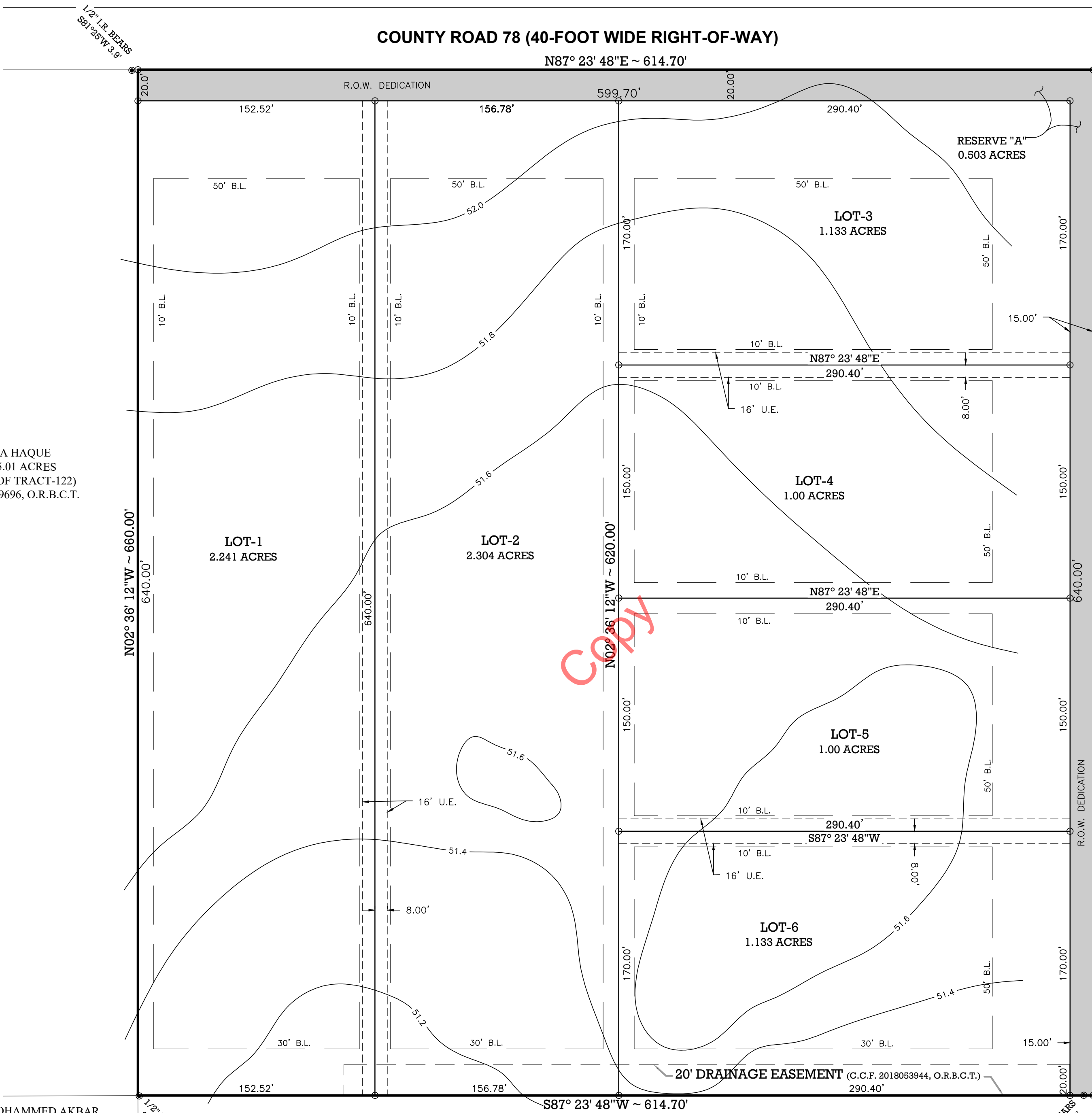
BRENDA DILLON, MEMBER

BRIAN JOHNSON, MEMBER

IOWA HEIGHTS

H.T. & B. RAILROAD SURVEY, A-517

BRAZORIA COUNTY, TEXAS



VICINITY MAP
MAP NOT TO SCALE

LEGEND

- O.R.B.C.T. = OFFICIAL RECORDS OF BRAZORIA COUNTY TEXAS
C.C.F.# = COUNTY CLERKS FILE NUMBER
R.O.W. = RIGHT-OF-WAY
D.E. = DRAINAGE EASEMENT
B.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
TBM = TEMPORARY BENCHMARK
IR = IRON ROD
IP = IRON PIPE
○ = SET 5/8" IRON ROD
⊙ = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

FIELD NOTES DESCRIPTION:

BEING A 9.3 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. RAILROAD SURVEY, SECTION-60, ABSTRACT-517, BRAZORIA COUNTY, TEXAS, SAID 9.3 ACRE TRACT BEING THE SAME AS TRACT-123 OF THE EMIGRATION LAND COMPANY SUBDIVISION AS PER THE PLAT RECORDED IN VOLUME 2, PAGE 81, IN THE OFFICIAL RECORD OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), SAID 9.3 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH IRON ROD WITH "BAKER & LAWSON" CAP SET AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 79 AND THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 78 MARKING THE NORTHEAST CORNER OF SAID TRACT-123 AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 79, A DISTANCE OF 640.00 FEET TO A 5/8-INCH IRON ROD WITH "BAKER & LAWSON" CAP SET FOR THE NORTHEAST CORNER OF TRACT-112 OF SAID SUBDIVISION, THE SOUTHEAST CORNER OF SAID TRACT-123 AND THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS SOUTH 88 DEGREES 34 MINUTES WEST, A DISTANCE OF 6.2 FEET;

THENCE SOUTH 87 DEGREES 23 MINUTES 48 SECONDS WEST ALONG THE COMMON BOUNDARY LINE BETWEEN SAID TRACTS 123 & 112, A DISTANCE OF 614.70 FEET TO A 5/8-INCH IRON ROD WITH "BAKER & LAWSON" CAP SET FOR THE COMMON CORNER OF TRACTS 113 & 122 OF SAID SUBDIVISION, SAID TRACTS 112 & 123, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS SOUTH 81 DEGREES 41 MINUTES EAST, A DISTANCE OF 0.9 FEET;

THENCE NORTH 02 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE COMMON BOUNDARY LINE OF SAID TRACTS 122 & 123, A DISTANCE OF 660.00 FEET TO A 5/8-INCH IRON ROD WITH "BAKER & LAWSON" CAP SET ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 78 MARKING THE NORTHEAST CORNER OF SAID TRACT-122, THE NORTHWEST CORNER OF SAID TRACT-123 AND THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS SOUTH 81 DEGREES 25 MINUTES WEST, A DISTANCE OF 3.9 FEET;

THENCE NORTH 87 DEGREES 23 MINUTES 48 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 78, A DISTANCE OF 614.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT CONTAINING 9.3 ACRES (OR 405,702 SQUARE FEET) OF LAND.

SURVEYOR'S NOTES:

- THIS PLAT LIES WITHIN THE CITY LIMITS OF IOWA COLONY.
- THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X", DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48039C0110K, WITH AN EFFECTIVE DATE OF DECEMBER 30, 2020.
- ALL DISTANCES ARE U.S. SURVEY FEET GRID AND CAN BE CONVERTED TO SURFACE BY MULTIPLYING THE COMBINED SCALE FACTOR OF 1.00013.
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- ALL ELEVATIONS ARE BASED ON NAVD-88 DATUM.
- THE BOUNDARY FOR THIS PLAT HAS A CLOSURE IN EXCESS OF 1:15,000.
- THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY CITY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT BEEN COMMENCED WITHIN THE TWO-YEAR PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY CITY COUNCIL.
- LOTS 1 AND 2 TO PROVIDE 7,884 C.F. DETENTION STORAGE EACH AND LOTS 3-6 TO PROVIDE 4,704 C.F. DETENTION STORAGE EACH AS SHOWN ON APPROVED DRAINAGE PLAN. ALTERNATE DETENTION PLANS MUST BE APPROVED BY THE CITY OF IOWA COLONY.
- 20" D.E. ALONG SOUTH LINE OF LOTS 1, 2 AND 6 TO BE MAINTAINED BY SEPARATE RECORDED DOCUMENT. FILED IN BRAZORIA COUNTY CLERK'S FILE NUMBER 2018033944.

C.R. 380

● TBM: 60d NAIL IN WEST FACE OF POWER POLE LOCATED ON THE WEST R.O.W. OF C.R. 79 AT THE SOUTHWEST CORNER OF SUBJECT TRACT. ELEVATION = 52.56'

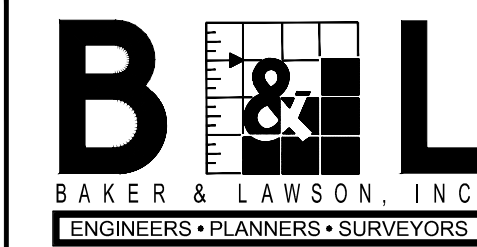
BENCHMARK: NGS MONUMENT "P-1512" CALLED ELEVATION OF 53.56'

SIGNED:

DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5378

DATE:

OWNER:
MUHAMMED ALAM
57 ATASCADERO DRIVE
MANVEL, TEXAS 77578



4005 TECHNOLOGY DR.
SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500

SCALE: 1" = 50'	REVISION NO.:	REVISION DESCRIPTION:	DRAWN BY: JM
DATE: 04/20/2022			CHECKED BY: AH
PROJECT NO.: 12634			DRAWING NO.: 1 OF 1

FINAL PLAT
OF IOWA HEIGHTS
A 9.3 ACRE, 6-LOT SUBDIVISION
ALL OF TRACT-123 OF THE EMIGRATION
LAND COMPANY SUBDIVISION AS PER THE
PLAT RECORDED IN VOLUME 2, PAGE 81,
O.R.B.C.T.
SITUATED IN THE
H.T. & B. R.R. SURVEY, SECTION-60, A-517
BRAZORIA COUNTY, TEXAS
CITY OF IOWA COLONY

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Meridiana Section 68 Utility Extension – 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. Iworq 408
Adico, LLC Project No. 16007-4-379**

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 68 Utility Extension – Water Distribution and Wastewater Collection Facilities. The final inspection was held May 20, 2022, with all punch list items completed on or about June 1, 2022.

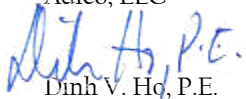
Based on our review of the closeout documents provided, Adico, LLC recommends approval of facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 27, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.

TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-379

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
Meridiana 68 Utility Extension

Name of contractor:

Vera Industries, LLC.

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 May 2, 2022; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Hannah O. Ritchey, 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,



Hannah O. Ritchey, P.E.
Registration No. 127520



**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: LCN5952478

b. Principal: Vera Industries, LLC

c. Surety:

Name: Old Republic Surety Company

State Where Surety is Incorporated: Wisconsin

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and 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: Vera Industries, LLC and City of Iowa Colony

Subdivision involved: Meridiana 68 Utility Extension

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution and Wastewater Collection Facilities to serve Meridiana 68 Utility Extension

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: \$293,286.50

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: 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 Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

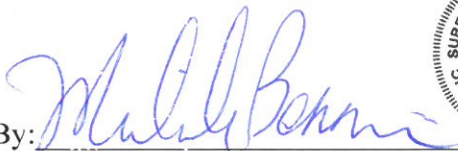
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY:

Old Republic Surety Company

By: 

Signature

Michele Bonnin

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL:

Vera Industries, LLC

2440 Texas Parkway,
Missouri City, Texas 77489
832-889-0319

By: 

Signature

Alejandro Vera

Print or Type Signer's Name

President

Signer's Title

ATTACH POWER OF ATTORNEY



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Edward Arens, Philip Baker, Michele Bonnin, Rebecca Garza of The Woodlands, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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, 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of July, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of July, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89 4830



Signed and sealed at the City of Brookfield, WI this _____ day of _____.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Technical Assurance, LLC

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance 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 Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company 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.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION FACILITIES

PRINTED
MAR 23 2022

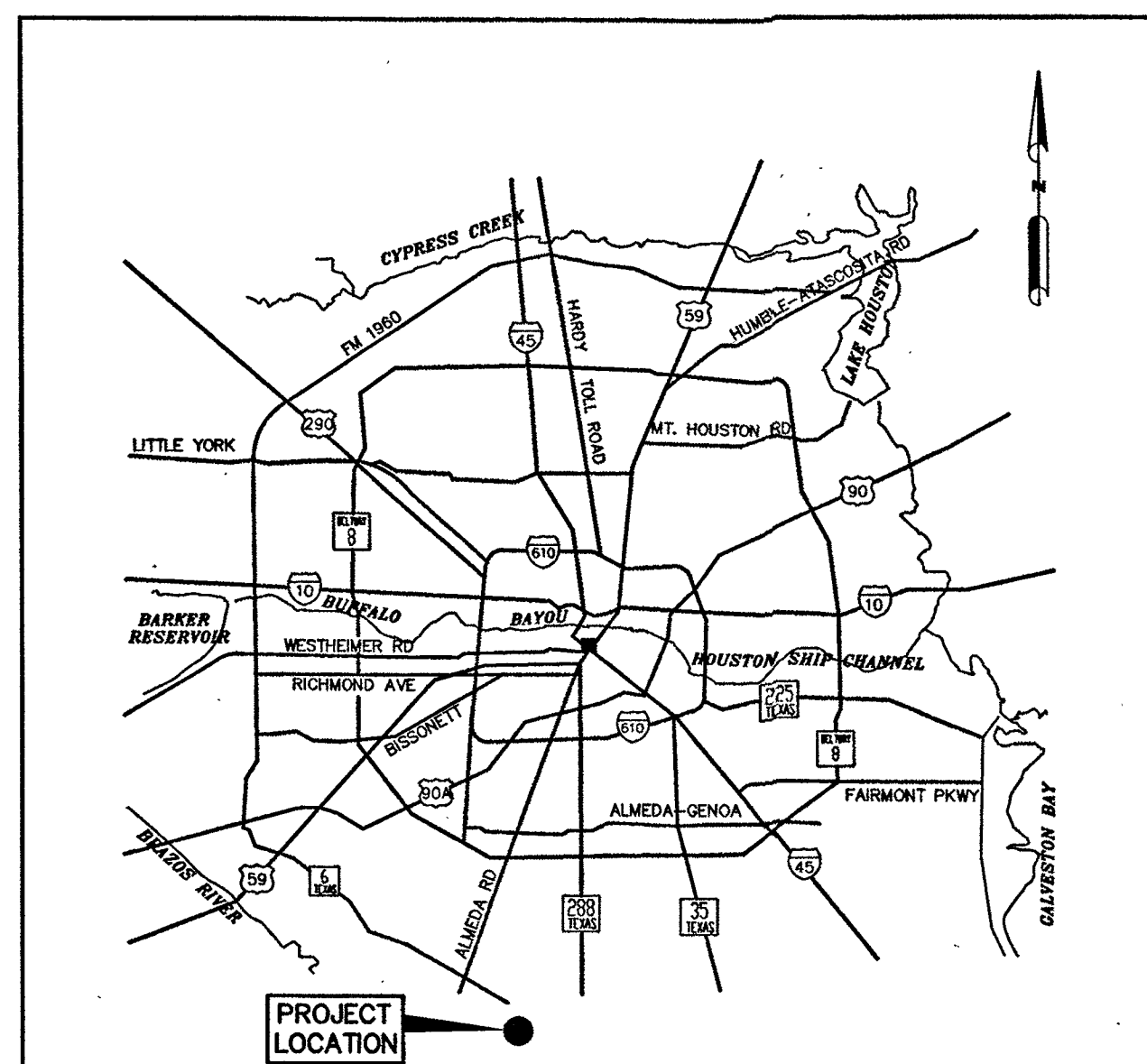
"AS BUILT"

MERIDIANA 68 UTILITY EXTENSION

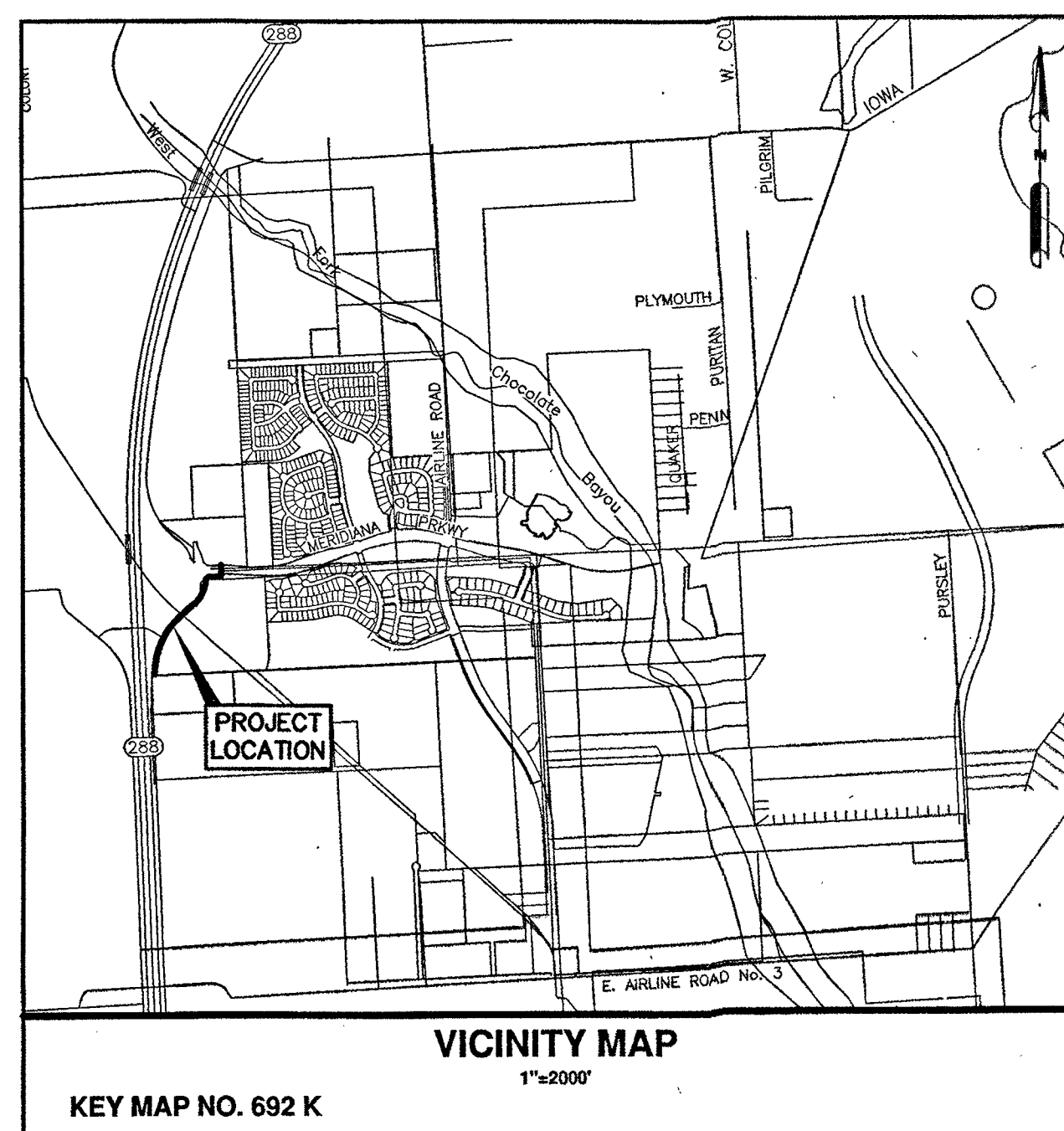
IOWA COLONY, TEXAS

R. S. ADICO - 3/28/22
PLANS/2008/081-011-68/PCS JRS 3-28-22
Δ 6405 = 52.31 (G)
Δ 6804 = 52.47
Δ 421 = 44.49 (G)
E21 0.52

MERIDIANA 68 UTILITY EXTENSION P-4079

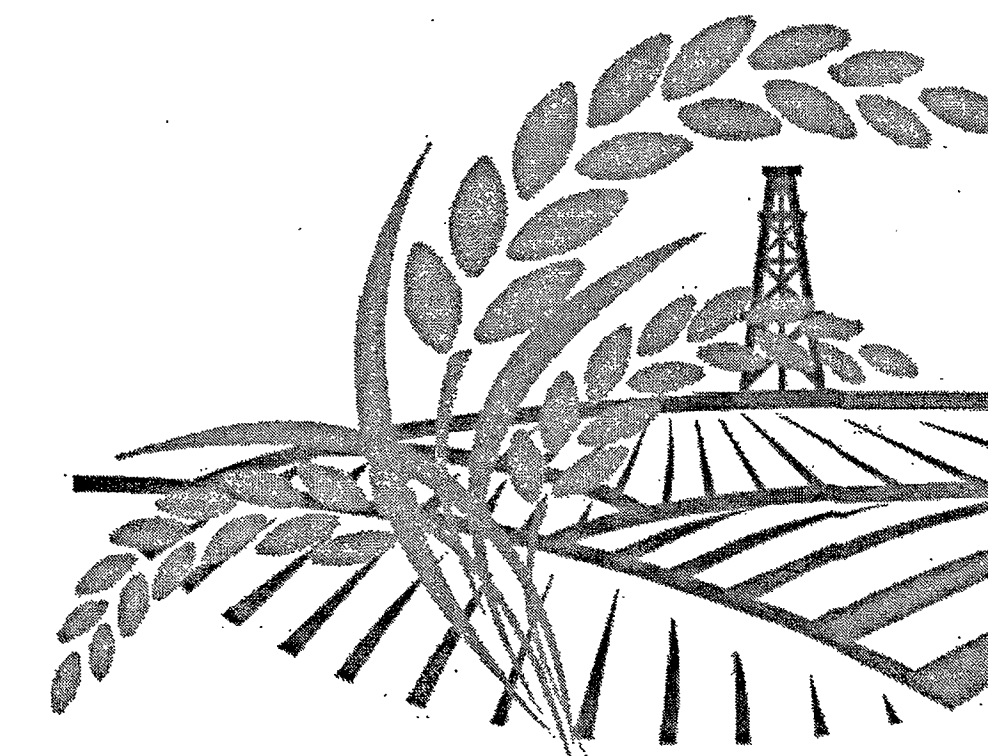


LOCATION MAP
N.T.S.



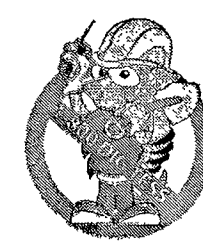
KEY MAP NO. 692 K
1"=2000'

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
1	COVER SHEET (P-4079)
2	GENERAL NOTES
LAYOUTS	
3	WATER DISTRIBUTION AND WASTE WATER COLLECTION SYSTEMS LAYOUT
4	CLEARING AND GRUBBING & STORM WATER POLLUTION PREVENTION PLAN
PLAN AND PROFILES	
5	8 INCH WTR LINE & SAN SWR EXTENSION 1+00 TO 9+10
6	8 INCH WTR LINE & SAN SWR EXTENSION 9+10 TO 18+00
7	8 INCH WTR LINE 0+00 TO 2+05
DETAILS	
8	WATER DETAILS (SHEET 1 OF 2)
9	WATER DETAILS (SHEET 2 OF 2)
10	SANITARY SEWER DETAILS (SHEET 1 OF 3)
11	SANITARY SEWER DETAILS (SHEET 2 OF 3)
12	SANITARY SEWER DETAILS (SHEET 3 OF 3)
13	STORM WATER POLLUTION PREVENTION DETAILS (1 OF 2)
14	STORM WATER POLLUTION PREVENTION DETAILS (2 OF 2)
15	PAVING DETAILS



CITY OF
IOWA
COLONY

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.



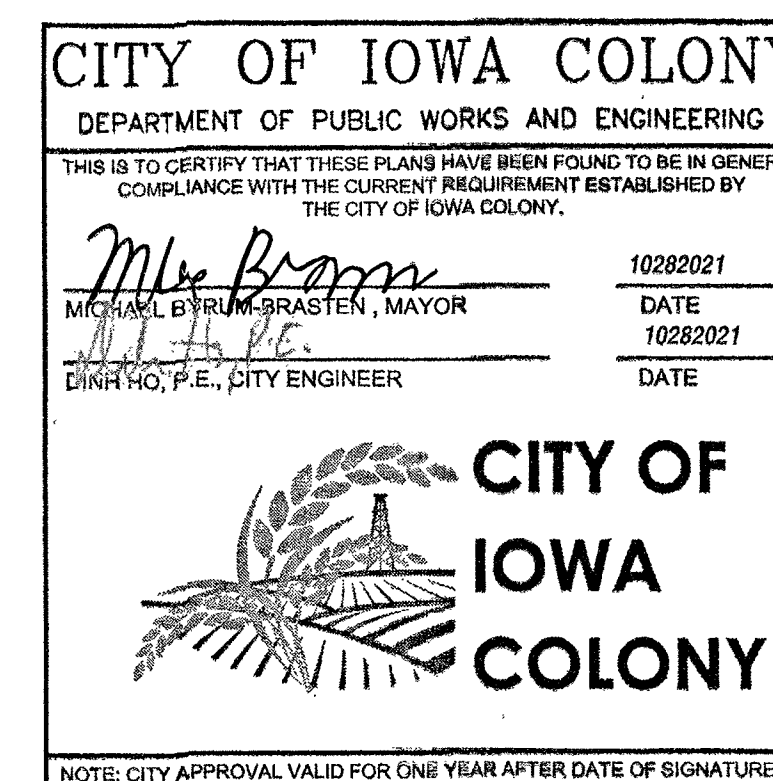
CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)



ENGINEERING THE FUTURE
SINCE 1936

June 17, 2021

10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300



APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

LEE WALDEN, P.E. 8/2/21
PRESIDENT DATE

KERRY L. OSBURN 8/2/21
VICE PRESIDENT DATE

BRANDON MIDDLETON 8-2-21
SECRETARY/TREASURER DATE

JARROD D. ADEN, P.E., C.I.M. 8/2/21
DISTRICT ENGINEER DATE

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE
SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B210041

CIOC Project No. EPR2-210429-0597
Adico, LLC Project No. 16007-3-275

P-4079

SHEET 1 OF 13 SHEETS

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Section 57 - 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. Iworq 579
Adico, LLC Project No. 16007-4-388**

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 57 – Storm and Paving Facilities. The final inspection was held May 23, 2022, and all punch list items completed on or about May 24, 2022.

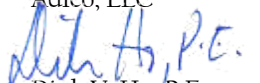
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 27, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-388

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 Fifty Seven

Name of contractor:

Rodriguez Construction Group, LLC.

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 May 24, 2022; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Hannah O. Ritchey, 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,



Hannah O. Ritchey, P.E.
Registration No. 127520



**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: 800129145

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: Atlantic Specialty Insurance Company

State Where Surety is Incorporated: New York

d. Oblige(s): Brazoria County Municipal Utility District No. 55 and City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Rodriguez Construction Group, LLC and City of Iowa Colony

Subdivision involved: Meridiana, Section Fifty Seven

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Fifty Seven

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

f. Bond Amount: \$1,718,500.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

Atlantic Specialty Insurance Company
SURETY:

By: J. Neal
Signature

Jillian O'Neal
Print or Type Signer's Name

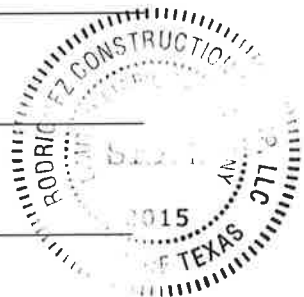
Attorney-in-Fact
Signer's Title

Rodriguez Construction Group, LLC
PRINCIPAL:
2647 Jo Ann Street
Stafford, Texas 77477
832-539-6130

By: R. Rodriguez
Signature

Roy Rodriguez
Print or Type Signer's Name

President
Signer's Title



ATTACH POWER OF ATTORNEY



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.

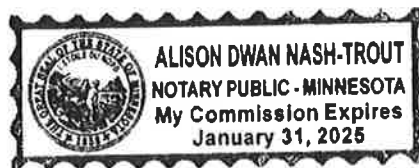
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

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 _____ day of _____, _____.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

Fax: (512) 490-1007

Web: www.tdi.texas.gov

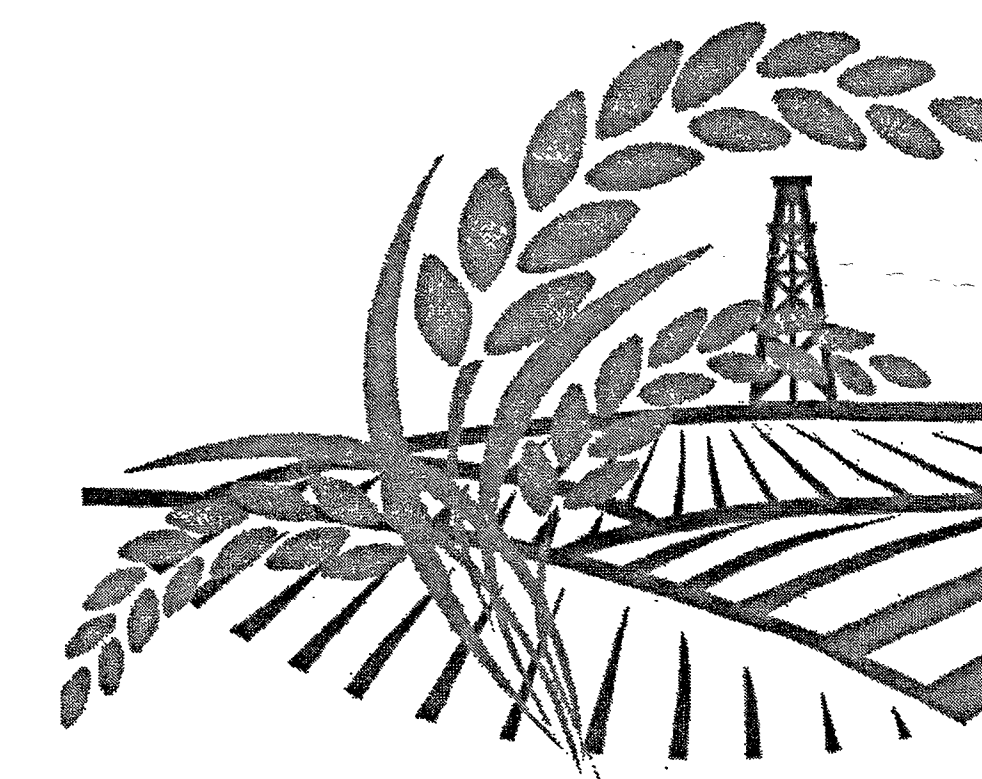
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

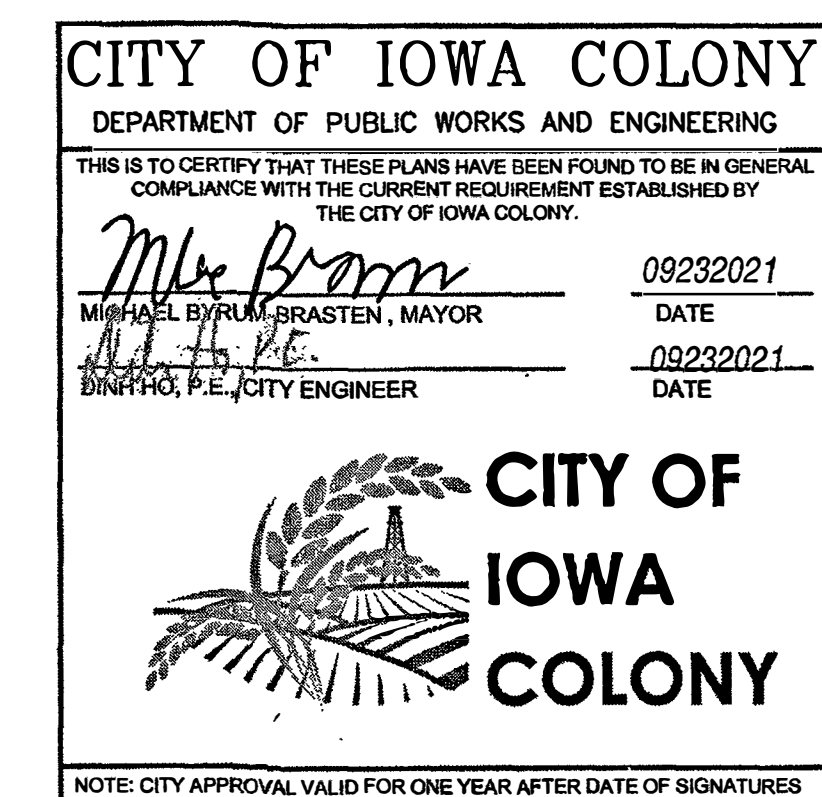
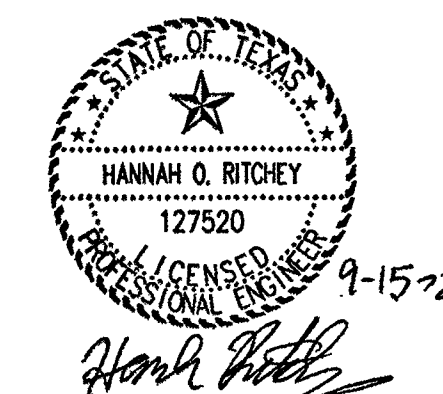
UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

CPB Revised

Sheet List Table	
Sheet Number	Sheet Title
	GENERAL
1	COVER SHEET
2	GENERAL NOTES
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4	STORM SEWER CALCULATIONS
5	WATER, WASTEWATER, AND DRAINAGE LAYOUT
6	STORM WATER POLLUTION PREVENTION PLAN LAYOUT
7	GRADING LAYOUT
8	CROSS SECTION
	PLAN AND PROFILES
9	MATADOR LANE STA 0+00 TO STA 7+80
10	BISON COURT STA 7+80 TO STA 15+10
11	WOODLAND RANCH DRIVE STA 0+00 TO STA 7+00
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15	PAVING DETAILS (SHEET 3 OF 4)
16	PAVING DETAILS (SHEET 4 OF 4)
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18	WATER LINE DETAILS (SHEET 2 OF 2)
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20	SANITARY SEWER DETAILS (SHEET 2 OF 3)
21	SANITARY SEWER DETAILS (SHEET 3 OF 3)
22	STORM SEWER DETAILS (SHEET 1 OF 4)
23	STORM SEWER DETAILS (SHEET 2 OF 4)
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26	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 1 OF 2)
27	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 2 OF 2)



CITY OF IOWA COLONY



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.

CIOC Project No. EPR2-210805-0990
Adico, LLC Project No. 16007-3-289

P-4125

SHEET 1 OF 27 SHEETS

Design Completed by AM/KC Dates/2021
 Code Completed by AM/KC Dates/2021
 Plans Drafted by DC & FL Date 6/2021
 Printer Checklist Completed by DC & FL Date 6/2021
 Engineer Checklist Completed by _____ Date _____
 Constructability Review by _____ Date _____
 Review Comments (agency and internal) _____
 Plans Approved by _____ Date _____

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**

10011 Meadowglen Lane
Houston, Texas 77042
EHRAlnc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

IOB NO. 081-011-5

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Section 58A - 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. Iworq 579
Adico, LLC Project No. 16007-4-388**

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 58A - Water Distribution and Wastewater Collection Facilities. The final inspection was held May 27, 2022, and all punch list items completed on or about June 15, 2022.

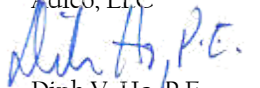
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water Distribution and Wastewater Collection facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 27, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-388

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 Fifty Eight-A

Name of contractor:

R Construction Civil, LLC dba R Construction Company.

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 June 3, 2022; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Hannah O. Ritchey, 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,



Hannah O. Ritchey, P.E.
Registration No. 127520



**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: EACX4021806

b. Principal: **R Construction Civil, LLC dba R Construction Company**

c. Surety:

Name: **Endurance Assurance Corporation**

State Where Surety is Incorporated: **Texas**

d. Oblige(s): Brazoria County Municipal Utility District No. 55 and City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige, so leave this line blank.)

If there is more than one Oblige, then the terms "Oblige" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: **R Construction Company and City of Iowa Colony**

Subdivision involved: **Meridiana, Section Fifty Eight-A**

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Fifty Eight-A

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: **\$2,300,672.00**

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligor, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligor any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

Endurance Assurance Corporation

SURETY:

4 Manhattanville Road
Purchase, NY 10577
972-349-4320

By: 
Signature

Michael Maddux
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

R Construction Civil, LLC dba

R Construction Company

PRINCIPAL:

800 Wilcrest Drive
Houston, Texas 77042
832-818-0370

By: 
Signature


Brody Maedgen
Print or Type Signer's Name

EVP/COO
Signer's Title

ATTACH POWER OF ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KIRA Pernay, certify that I am the secretary of the corporation named as Principal in the Bond; that Brady Muehlen who signed the Bond on behalf of Principal, was then officer 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 of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kira Perney, certify that I am the secretary of the corporation named as Principal in the Bond; that Brody Maedgen, who signed the Bond on behalf of Principal, was then EVP/COO 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 of Corporate Secretary

(Corporate Seal)



ATTACH POWER OF ATTORNEY

Copy

ENDURANCE ASSURANCE CORPORATION

9395

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Christopher Kolkhorst, Denise Raker, Michael Maddux, Sandra Villegas, Henry D. Childers, Dudley C. Ray its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of OCTOBER of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By 
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 4th day of OCTOBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)
NO. 6333911
QUALIFIED IN
NEW YORK COUNTY
STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

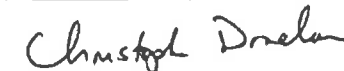
CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20____.


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

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queja:
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queja al:

1-877-676-7575

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Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

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una disputa concerniente a su prima o a un
reclamo, debe comunicarse con 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 documento adjunto.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE

MERIDIANA SECTION 58A

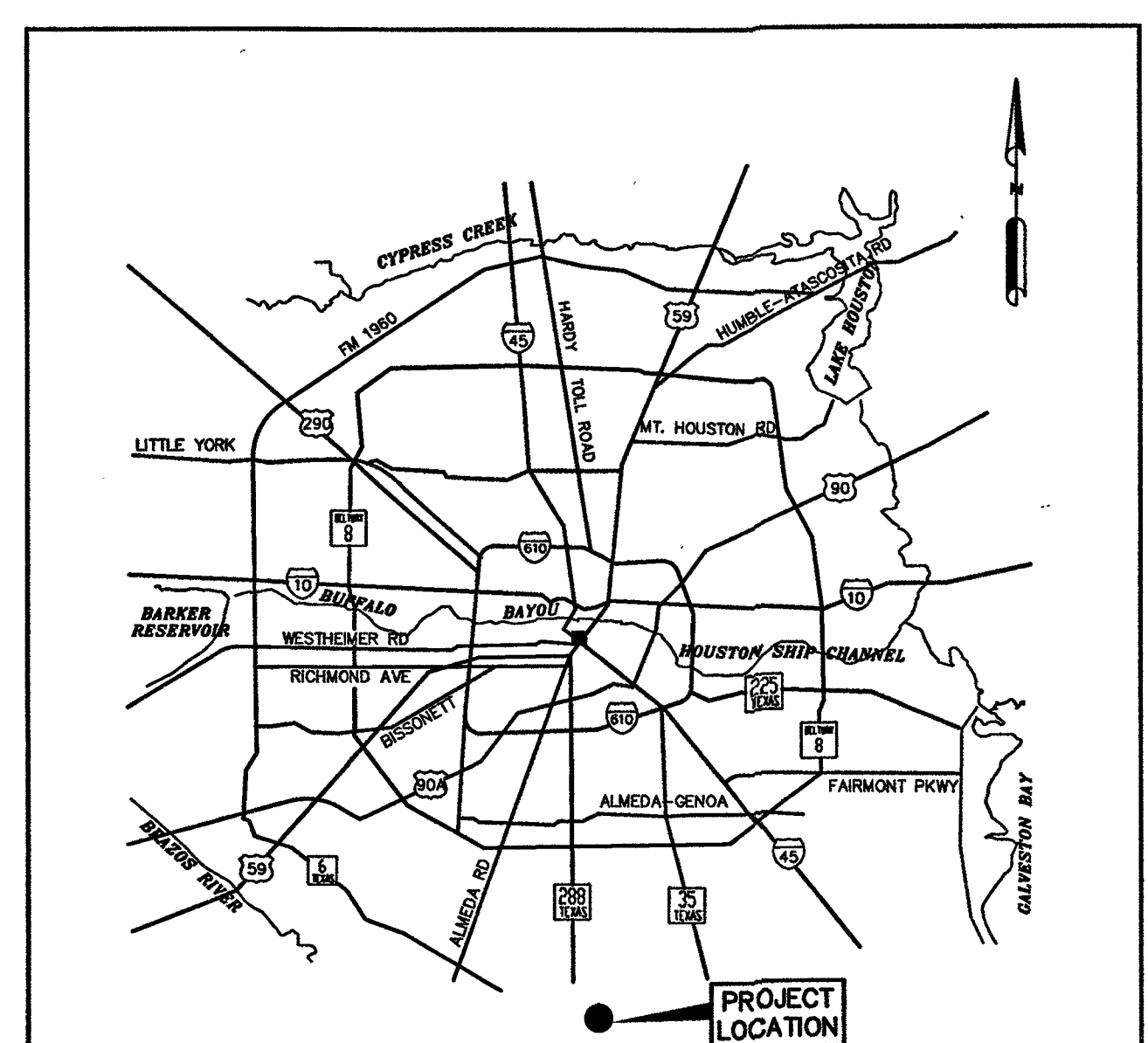
IOWA COLONY, TEXAS

PRINTED
MAY 09 2022

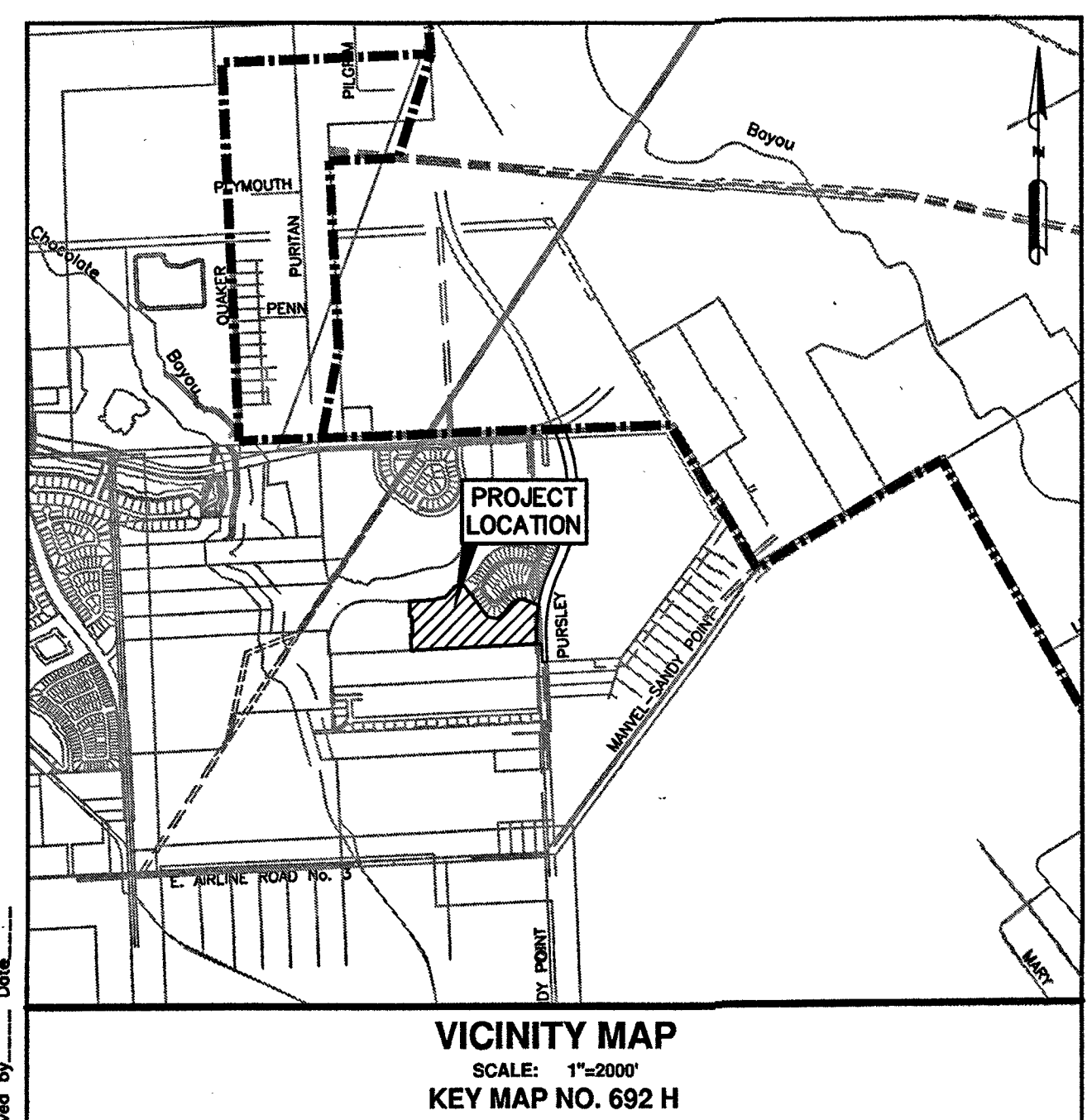
"AS BUILT"

P/APS/2002/081-011-58/P/TSJOS 5-12-22
P-SHAPPE 5-12-22 GPS

5-25-22

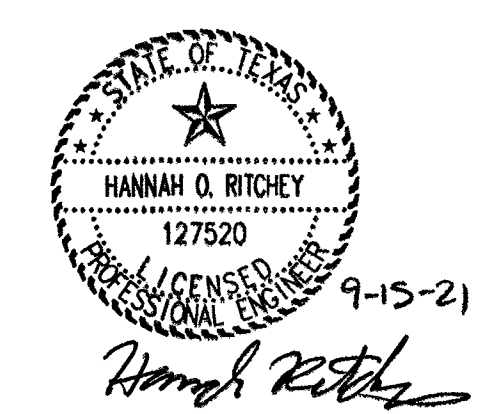



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1"=2000'
KEY MAP NO. 692 H

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DETAILS	
14	PAVING DETAILS (SHEET 1 OF 4)
15	PAVING DETAILS (SHEET 2 OF 4)
16	PAVING DETAILS (SHEET 3 OF 4)
17	PAVING DETAILS (SHEET 4 OF 4)
18	WATER LINE DETAILS (SHEET 1 OF 2)
19	WATER LINE DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
22	SANITARY SEWER DETAILS (SHEET 3 OF 3)
23	STORM SEWER DETAILS (SHEET 1 OF 4)
24	STORM SEWER DETAILS (SHEET 2 OF 4)
25	STORM SEWER DETAILS (SHEET 3 OF 4)
26	STORM SEWER DETAILS (SHEET 4 OF 4)
27	STORM OUTFALL DETAILS
28	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 1 OF 2)
29	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 2 OF 2)



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Mr. Brown</i> MICHAEL BYRUM-BRASTEN, MAYOR	09232021 DATE
<i>Dinh Ho</i> DINH HO, P.E. CITY ENGINEER	09232021 DATE
	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 Meadowglen Lane
Houston, Texas 77042
EHRAInc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o
Adico, LLC (Dinh V. Ho, P.E. ☎ 832-895-1093 OR
dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING
WORK.

CIOC Project No. EPR2-210721-0938
Adico, LLC Project No. 16007-3-283

P-4130

SHEET 1 OF 29 SHEETS

Design Completed by _____ Date _____
Reviewed by _____ Date _____
Checked by _____ Date _____
Engineer Checked by _____ Date _____
Reviewed by _____ Date _____
Approved by _____ Date _____

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Section 57 – 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. Iworq 579
Adico, LLC Project No. 16007-4-388**

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 57 – Water Distribution and Wastewater Collection Facilities. The final inspection was held May 23, 2022, and all punch list items completed on or about May 24, 2022.

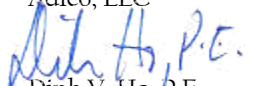
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water Distribution and Wastewater Collection Facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 27, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-388

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 Fifty Seven

Name of contractor:

Rodriguez Construction Group, LLC.

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 May 24, 2022; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Hannah O. Ritchey, 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,



Hannah O. Ritchey, P.E.
Registration No. 127520



**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: 800129145

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: Atlantic Specialty Insurance Company

State Where Surety is Incorporated: New York

d. Obligee(s): Brazoria County Municipal Utility District No. 55 and City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: Rodriguez Construction Group, LLC and City of Iowa Colony

Subdivision involved: Meridiana, Section Fifty Seven

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Fifty Seven

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

f. Bond Amount: \$1,718,500.00

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

Atlantic Specialty Insurance Company
SURETY:

By: J. Neal
Signature

Jillian O'Neal
Print or Type Signer's Name

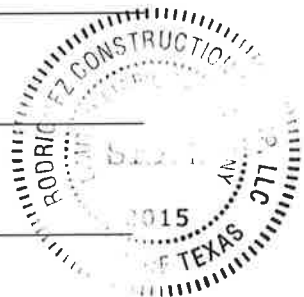
Attorney-in-Fact
Signer's Title

Rodriguez Construction Group, LLC
PRINCIPAL:
2647 Jo Ann Street
Stafford, Texas 77477
832-539-6130

By: R. Rodriguez
Signature

Roy Rodriguez
Print or Type Signer's Name

President
Signer's Title



ATTACH POWER OF ATTORNEY



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.

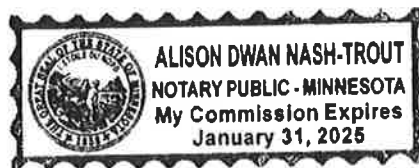
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

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 _____ day of _____, _____.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compa ia de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compa ia de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente 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 condicion del documento adjunto.

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Merdiana Section 58A - 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. Iworq 579
Adico, LLC Project No. 16007-4-388**

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 58A – Storm and Paving Facilities. The final inspection was held May 27, 2022, and all punch list items completed on or about June 15, 2022.

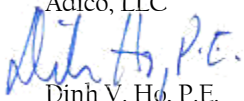
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 27, 2022, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
File: 16007-4-388

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 Fifty Eight-A

Name of contractor:

R Construction Civil, LLC dba R Construction Company.

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 June 3, 2022; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Hannah O. Ritchey, 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,



Hannah O. Ritchey, P.E.
Registration No. 127520



**CITY OF IOWA COLONY
MAINTENANCE BOND**

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

a. Bond Number: EACX4021806

b. Principal: **R Construction Civil, LLC dba R Construction Company**

c. Surety:

Name: **Endurance Assurance Corporation**

State Where Surety is Incorporated: **Texas**

d. Oblige(s): Brazoria County Municipal Utility District No. 55 and City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige, so leave this line blank.)

If there is more than one Oblige, then the terms "Oblige" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: _____

Parties: **R Construction Company and City of Iowa Colony**

Subdivision involved: **Meridiana, Section Fifty Eight-A**

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Fifty Eight-A

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: **\$2,300,672.00**

g. Maintenance Period:

Starting Date of Maintenance Period: _____

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligor, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligor any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligor under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligors.

DATED: _____

Endurance Assurance Corporation

SURETY:

4 Manhattanville Road
Purchase, NY 10577
972-349-4320

By: 
Signature

Michael Maddux
Print or Type Signer's Name

Attorney-in-Fact
Signer's Title

R Construction Civil, LLC dba

R Construction Company

PRINCIPAL:

800 Wilcrest Drive
Houston, Texas 77042
832-818-0370

By: 
Signature


Brody Maedgen
Print or Type Signer's Name

EVP/COO
Signer's Title

ATTACH POWER OF ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KIRA Pernay, certify that I am the secretary of the corporation named as Principal in the Bond; that Brady Muehlen who signed the Bond on behalf of Principal, was then an officer 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 of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kira Perney, certify that I am the secretary of the corporation named as Principal in the Bond; that Brody Maedgen, who signed the Bond on behalf of Principal, was then EVP/COO 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 of Corporate Secretary

(Corporate Seal)



ATTACH POWER OF ATTORNEY

Copy

ENDURANCE ASSURANCE CORPORATION

9395

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Christopher Kolkhorst, Denise Raker, Michael Maddux, Sandra Villegas, Henry D. Childers, Dudley C. Ray its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of OCTOBER of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By 
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 4th day of OCTOBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)
NO. 6333911
QUALIFIED IN
NEW YORK COUNTY
STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

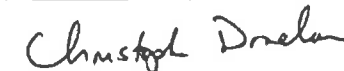
CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20_____.


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact 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 de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO 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 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 documento adjunto.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE

MERIDIANA SECTION 58A

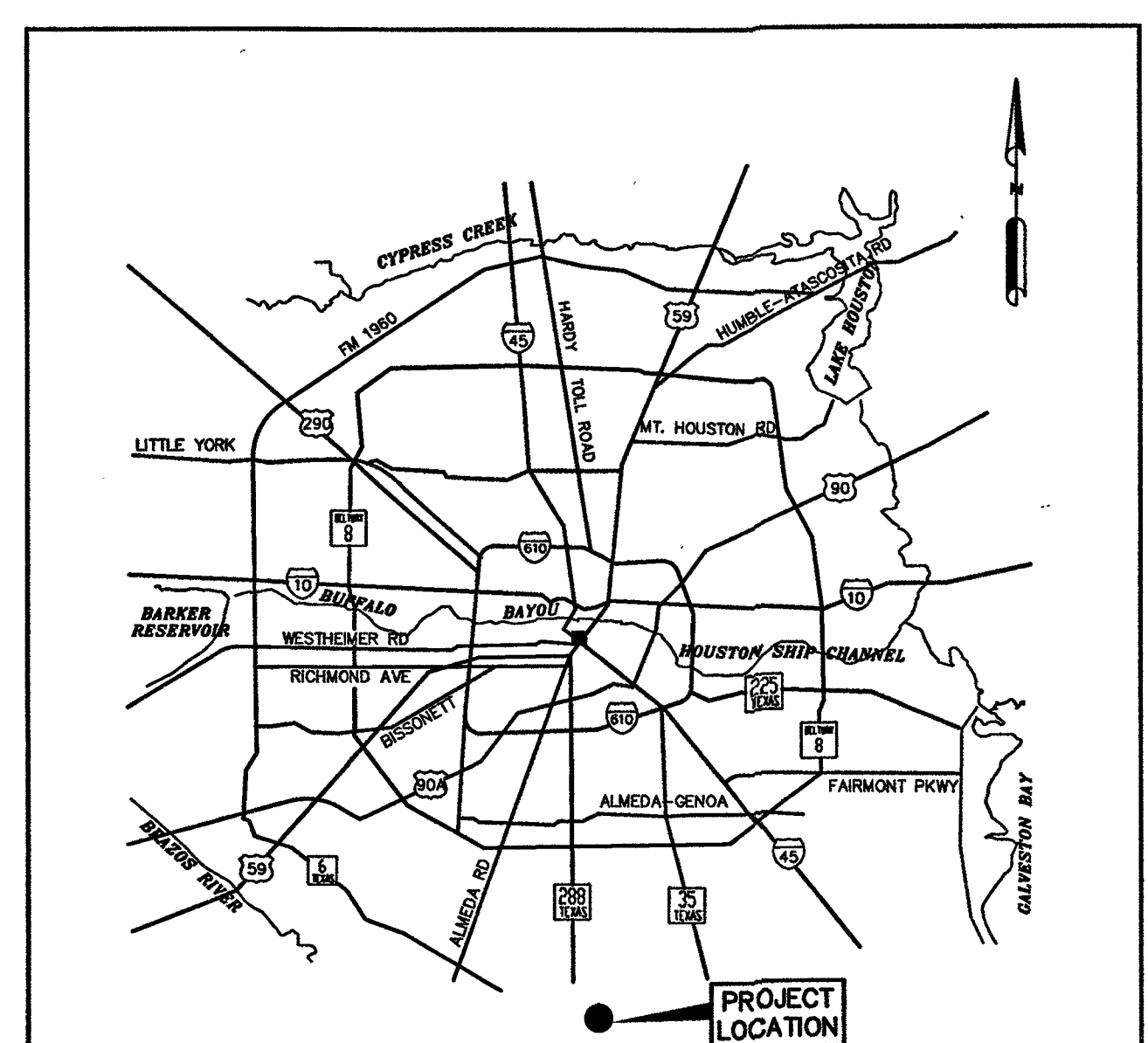
IOWA COLONY, TEXAS

PRINTED
MAY 09 2022

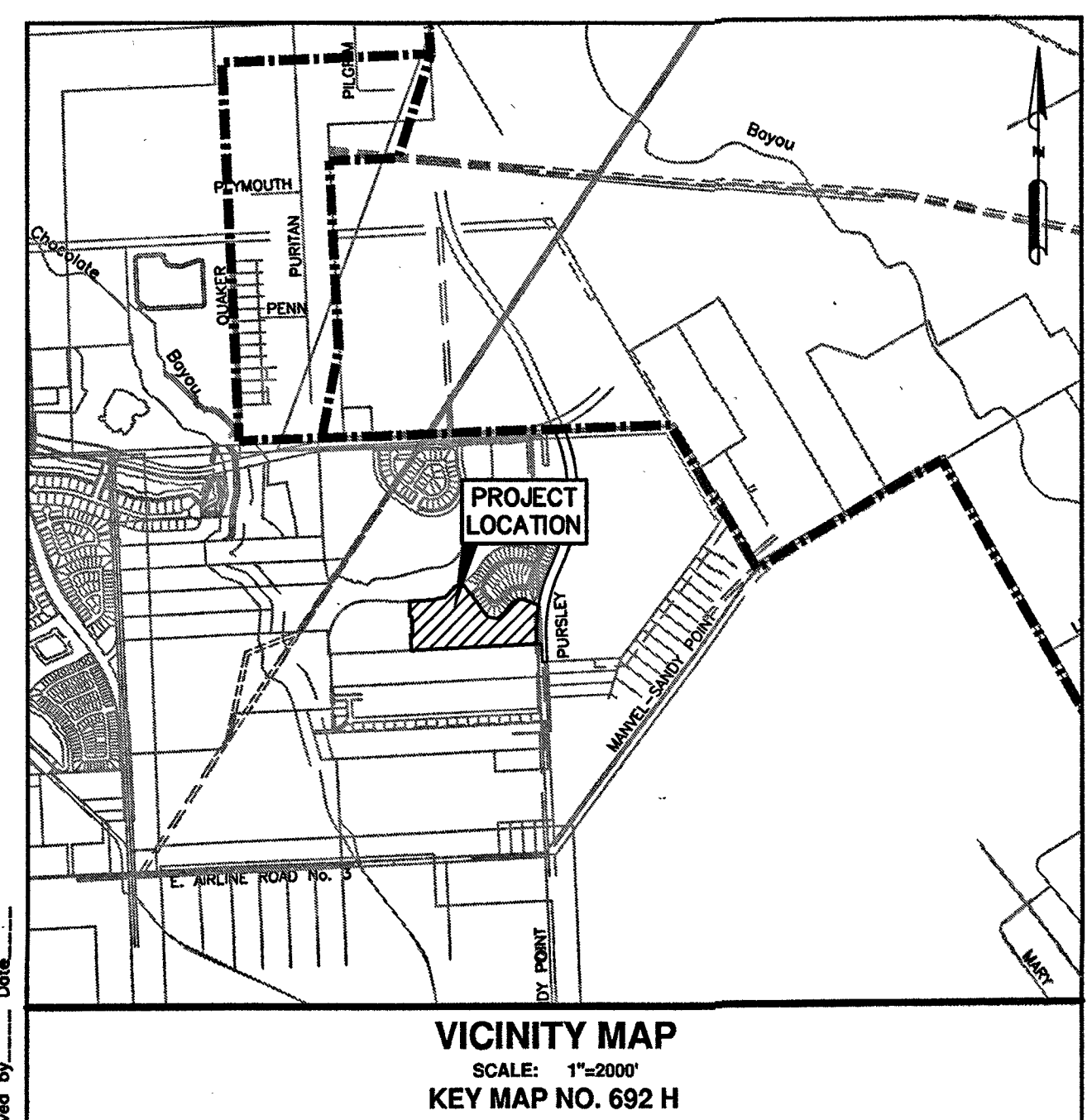
"AS BUILT"

P/APS/2002/081-011-58/P/TSJOS 5-12-22
P-SHAPPE 5-12-22 APS

B 5-25-22

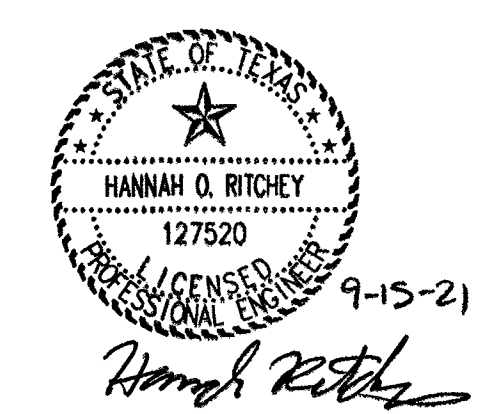



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1"=2000'
KEY MAP NO. 692 H

INDEX OF DRAWINGS	
SHEET NO.	SHEET TITLE
GENERAL	
1	COVER SHEET (P-4130)
2	GENERAL NOTES
LAYOUTS	
3	PAVING AND DRAINAGE LAYOUT
4	STORM SEWER CALCULATIONS
5	WATER, WASTEWATER, AND SIGNAGE LAYOUT
6	STORM WATER POLLUTION PREVENTION PLAN LAYOUT
7	GRADING LAYOUT
8	LOT GRADING CROSS-SECTION
PLAN AND PROFILES	
9	VAUGHAN WAY STA 0+00 TO STA 6+50
10	COUNTRY MEADOWS TRAIL STA 6+50 TO STA 16+00
11	COUNTRY MEADOWS TRAIL 16+00 TO 20+00 & LOVETT COURT 0+00 TO 4+20
12	JOPLIN STREET STA 0+00 TO STA 10+00
13	FENDER DRIVE STA 0+00 TO STA 4+00
DETAILS	
14	PAVING DETAILS (SHEET 1 OF 4)
15	PAVING DETAILS (SHEET 2 OF 4)
16	PAVING DETAILS (SHEET 3 OF 4)
17	PAVING DETAILS (SHEET 4 OF 4)
18	WATER LINE DETAILS (SHEET 1 OF 2)
19	WATER LINE DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
22	SANITARY SEWER DETAILS (SHEET 3 OF 3)
23	STORM SEWER DETAILS (SHEET 1 OF 4)
24	STORM SEWER DETAILS (SHEET 2 OF 4)
25	STORM SEWER DETAILS (SHEET 3 OF 4)
26	STORM SEWER DETAILS (SHEET 4 OF 4)
27	STORM OUTFALL DETAILS
28	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 1 OF 2)
29	STORM WATER POLLUTION PREVENTION DETAILS (SHEET 2 OF 2)



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Mr. Brown</i> MICHAEL BYRUM-BRASTEN, MAYOR	09232021 DATE
<i>Dinh Ho</i> DINH HO, P.E. CITY ENGINEER	09232021 DATE
	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-344-8377
(713)223-4567 (IN HOUSTON)

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 Meadowglen Lane
Houston, Texas 77042
EHRAInc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o
Adico, LLC (Dinh V. Ho, P.E. ☎ 832-895-1093 OR
dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING
WORK.

CIOC Project No. EPR2-210721-0938
Adico, LLC Project No. 16007-3-283

P-4130

SHEET 1 OF 29 SHEETS

Design Completed by _____ Date _____
Reviewed by _____ Date _____
Checked by _____ Date _____
Engineer Checked by _____ Date _____
Reviewed Comments (Agency and Internal) completed/checked by _____ and _____ Date _____
Plans Approved by _____ Date _____

Monday, June 20, 2022

Mayor Michael Byrum-Bratsen
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 1- Water, Sanitary, Drainage and Paving Facilities
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 190507-0364 (WS&D), CSW 190724-0594 (Paving)
Adico, LLC Project No. 16007-4-204 (WS&D), 16007-4-225 (Paving)

Dear Mayor Byrum-Bratsen and City Council;

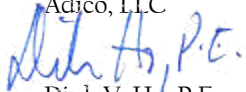
On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Sierra Vista West Section 1 Water, Sanitary, Storm and Paving facilities. The final reinspection was completed on July 23, 2021, July 28, 2021, and September 22, 2021, with all outstanding punch list items addressed on June 8, 2022. Therefore, Adico, LLC recommends final approval of facilities.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the final 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
Robert Hemminger
File: 16007-4-150 (WS&D), 16007-4-160 (Paving)

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sterling Lakes South, LLC on behalf of
Brazoria County Municipal Utility District No. 53
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista
West Section 1
Future Bond Issue

CONTRACTOR: Blazey Construction Services, LLC
521 N. Sam Houston Parkway E., Suite 550
Houston, Texas 77060

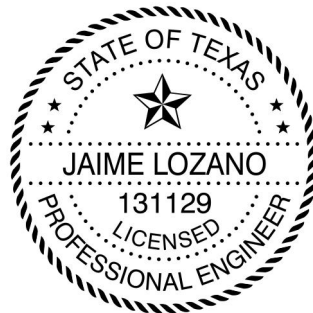
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of November 26, 2019; 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,



Jaime Lozano, P.E.



JL

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Josh Wadley – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sierra Vista West, LLC
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Paving Facilities for Sierra Vista West Section 1

CONTRACTOR: Rodriguez Construction Group, LLC
2647 Jo Ann Street
Stafford, Texas 77477

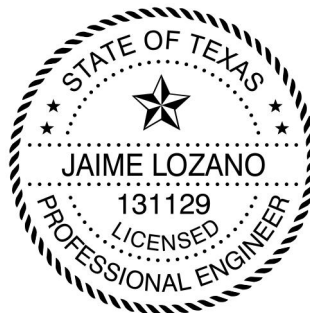
ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of February 20, 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,



Jaime Lozano, P.E.



JL

Cc: Josh Wadley – Land Tejas Sterling Lakes South, LLC



June 8, 2022

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: End of 1-Year Maintenance Period
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 1
for Brazoria County Municipal Utility District No. 53

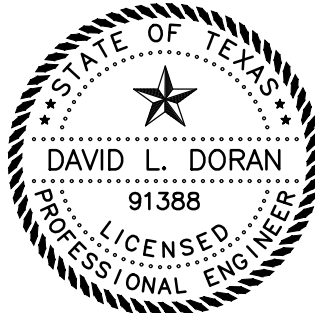
Mr. Ho,

This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on June 8, 2022, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

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

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

DLD/mm



June 8, 2022

P:\020 Sierra Vista West Development\004 Section 1 WSD & Paving\Documents\Construction\Sierra Vista West Section 1 - End of 1-Year Maintenance Period Letter.docx



June 8, 2022

Re: 1-Year Inspection - Punchlist Items
Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West
Section 1 for Brazoria County Municipal Utility District No. 53

Mr. Ho,

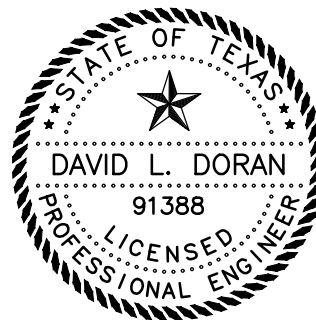
A final Inspection of the work for the above referenced project was conducted on July 23, 2021 (Sanitary), July 28, 2021 (Drainage), and September 22, 2021 (Paving). Those participating were Mr. Gabriel representing Blazey Construction, LLC; Mr. Rick Rodriguez representing Rodriguez Construction Group, LLC; Mr. Israel Wong, Representing the City of Iowa Colony, Mr. Danny Davila representing Brazoria County Municipal Utility District No. 53, Mr. Matt Metclaf representing Brazoria County, and Mr. Mendoza representing Elevation Land Solutions.

The inspection revealed the punch-list items attached below in Pages 2-4:

❖ See attached pages 2-4.

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

DLD/mm



June 8, 2022



Sierra Vista West Section 1 – 1-Year Inspection: 7/23/2021, 7/28/2021, and 09/22/2021

Punch List – WS&D (Blazey)

7/23/2021 (Water & Storm)

1. Rewipe inlets - STA 8+63, Darwin Cedar Dr
2. Rewipe STM MH: 5, 7, 10, 11, 12, 13, 14, 16, 17, 18, 19, 21, 22, 23, 25, 26, 32, 33, 34
3. Operator cannot access/ find valve – STA 10+30, Darwin Cedar Dr.
4. Clean storm lead – STA 13+43, Greenhorn
5. Rewipe inlets – STA 15+37&65, Greenhorn
6. Verify WL blow off – STA 17+00, Greenhorn
7. Clean storm leads and rewipe inlets – STA 18+00&21, Lemberd Dome
8. Rewipe inlets – STA 9+87, Diamond Mountain Dr.
9. Missing blow off – STA 2+60, Carson Range Dr
10. Regrade ditch – STA 2+75, Carson Range Dr.
11. Rewipe inlets – STA 4+78, Muir Bend Dr.
12. Replace a-box – STA 5+19, Muir Bend Dr.
13. Rewipe inlets – STA 7+54, Muir Bend Dr.
14. Replace FV cap (missing) – STA 2+35, Mount Conness Lane
15. Unearth STM MH 9
16. Rewipe inlets – STA 1+86 & 2+08, Mount Conness Lane
17. Rewipe inlets – STA 3+37, Darwin Cedar Dr.
18. Rewipe outfall – STA 1+60, Darwin Cedar Dr.
19. Rewipe inlets – STA 11+21, Darwin Cedar Dr.
20. Locate all valves at Darwin Cedar and Muir Bend Dr.

ELEVATION

land solutions

9/22/2021 (Sanitary)

1. Reseal MH G1
2. Clean Out concrete from bottom of MH G1
3. Seal joints in MH T10
4. Replace vent in inflow protector in MH T8
5. Seal bottom of MH and attached inflow protector to walls in T4
6. Replace vent in inflow protector and repair handle in MH T0
7. Investigate if there is infiltration in bottom of MH T0
8. Replace vent in inflow protector in MH J1
9. Investigate why there is no flow between MH J1 to T0
10. Replace vent in inflow protector in MH F1
11. Seal ring and make cover flush with top of sidewalk at MH F2
12. Seal walls of MH F3
13. Wipe walls and replace vent in inflow protector at MH F4
14. Seal ring and seal walls at MH F5
15. Attached inflow protector to mh walls at MH F6
16. Adjust ring and reseal mh walls and attach inflow protector at MH F7
17. Reseal and adjust ring at MH F8
18. Wipe manhole walls in MH F9
19. Wipe manhole walls at MH 12
20. Seal manhole walls and attach inflow protector at MH F10
21. Seal manhole walls at MH F14
22. Wipe manhole walls at MH F15
23. Wipe manhole walls at MH T12
24. Wipe manhole walls at MH T11



Punch List – Paving (Rodriguez)

7/28/2021

1. Replace blue buttons
2. Refresh striping (where needed)
3. Seal cracks on diamond
4. Reseal joints on Darwin Cedar Cul-De-Sac
5. Seal crack at entrance outbound lane
6. Seal crack at Carson Range and Diamond Mountain

Copy

MAINTENANCE BOND

STATE OF TEXAS

Contract Date May 6, 2019COUNTY OF BrazoriaDate Bond Executed May 6, 2019PRINCIPAL Blazey Construction Services, LLCSURETY Hartford Fire Insurance CompanyOWNER Land Tejas Sterling Lakes South, LLC obo Brazoria County Municipal Utility District No. 53PENAL SUM OF BOND (in words and figures) \$ One Million Two Hundred Eighty Seven Thousand Five Hundred Ninety One Dollars and Zero Cents (\$1,287,591.00)

being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 1 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.

Blazey Construction Services, LLC

PRINCIPAL

By [Signature]

Name James A. Moheet

Title President

Address _____

Hartford Fire Insurance Company

SURETY

By [Signature]

Name Kenneth L. Meyer

Title Attorney in Fact

(SEAL)

ATTEST

By [Signature]

Name Denise M. Moheet

Title Secretary of Corporation



By [Signature]

Name Sheila Fink

Title Account Manager

Physical Address:

19450 State Hwy. 249, Ste. 400
Houston, TX 77070

Mailing Address:

Same as above

Telephone: 832-604-8852

Local Recording Agent Personal Identification Number:
818466

Agency Name: Southern American Insurance Agency, Inc.

Agency Address 13823 Schmidt Road, Cypress, TX 77429

Agency Telephone 281-890-9294

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Denise m. Moheet, certify that I am the secretary of the corporation named as Principal in the Bond; that James A. Moheet, 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.

Denise m. Moheet
Signature of Corporate Secretary



ATTACH POWER OF ATTORNEY

Copy

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

BondClaims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SOUTHERN AMERICAN INS AGENCY, INC

Agency Code: 61-614981

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

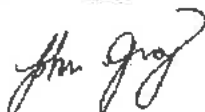
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:


Charles A. McClure, Kenneth L. Meyer, Kelly J. Brooks of CYPRESS, Texas

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.




John Gray, Assistant Secretary


M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

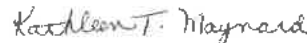
COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE




Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford. , 2019




Kevin Heckman, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

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 Number (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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 your 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 agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, 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 Number (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente 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.

MAINTENANCE BOND

BOND NO. 70177723

STATE OF TEXAS

Contract Date July 18, 2019COUNTY OF BrazoriaDate Bond Executed July 18, 2019PRINCIPAL Rodriguez Construction Group LLCSURETY The Guarantee Company of North America USA

OWNER Land Tejas Sierra Vista West, LLC

PENAL SUM OF BOND (in words and figures) \$946,019.14 Nine Hundred Forty Six Thousand
Nineteen Dollars and Fourteen Cents, being 100 percent of the Contract Price.

CONTRACT for Construction of Paving facilities for Sierra Vista West Section 1 for Land Tejas
Sierra Vista West, LLC 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.

Rodriguez Construction Group, LLC

PRINCIPAL

By

Name Roy Rodriguez

Title President

Address 2647 Jo Ann Street

Stafford, TX 77477

ATTEST

By

Name Joanne Rodriguez

Title Secretary

(SEAL)

The Guarantee Company of North America USA

SURETY

By

Name Jillian O'Neal

Title Attorney-in-Fact

ATTEST

By

Name Rebecca Garza

Title Account Manager

(SEAL)

Physical Address:

9977 W. Sam Houston Parkway North

Suite 130

Houston, TX 77064

Mailing Address:

9977 W. Sam Houston Parkway North

Suite 130

Houston, TX 77064

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.

Joanne Rodriguez
Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW 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 O'Neal, 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 1st day of March, 2018.

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 1st day of March, 2018 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 said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
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 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 companias, 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 concerniente 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.

FINAL APPROVAL

Thursday, June 16, 2022

Mayor Michael Byrum-Bratsen
c/o City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Meridiana Section 57
Brazoria County Municipal Utility District No. 55
GR-MI, Ltd.
Letter of Recommendation to Approve Disbursement No. 1 and Final, June 2022
Adico Project No. 21001-021

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 1 and Final from GR-MI, Ltd. for Meridiana Section 57 Early Plat Recordation Agreement.

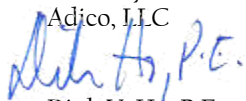
EHRA, Inc. has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	89,903.65
CONTINGENCY @ 10%:					\$	8,990.36
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	98,894.01
	Date of Request	Request Subtotal	10% Contingency		Total Disbursement	Remaining Escrow
Pay Estimate No. 1 and Final	Jun-22	\$ 84,935.65	\$ 8,493.57		\$ 93,429.22	\$ 5,464.80
Remaining Cash Deposit	Jun-22		\$ 5,464.80		\$ 5,464.80	\$ (0.00)
TOTALS		\$ 84,935.65	\$ 13,958.37		\$ 98,894.02	\$ -

Based on our review of the documentation provided, Adico has no objections to Disbursement No. 1 and Final to GR-MI, Ltd. in the amount of \$98,894.02. If approved, this disbursement will closeout the remaining cash balance for this agreement. This disbursement is contingent on City Council approving Merdiana Section 57 Water, Sanitary, Drainage and Paving into the One Year Maintenance Period, currently on the City Council Agenda for consideration.

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

Sincerely,
Adico, LLC



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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)



**Mr. Dinh Ho
Addico Engineering LLC
211 E Parkwood Dr
Friendswood, TX 77546**

June 9, 2022

Dear Mr. Ho,

The Meridiana Section 57 subdivision project approved for early platting has been completed. The acceptance package has been submitted to the city for review and city council approval.

The contractor has submitted their 5th and final Pay Request in the amount of \$84,935.65. Upon approval by the city council for acceptance, I would like to request all remaining escrow funds be released in the amount of \$13,958.37.

Thank you

Brian Aarseth

**Brian Aarseth
Project Manager
GR-M1 LTD**

Thursday, June 16, 2022

Mayor Michael Byrum-Bratsen
c/o City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Meridiana Section 58A
Brazoria County Municipal Utility District No. 55
GR-MI, Ltd.
Letter of Recommendation to Approve Disbursement No. 1, June 2022
Adico Project No. 21001-022

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 1 from GR-MI, Ltd. for Meridiana Section 58A Early Plat Recordation Agreement.

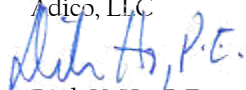
EHRA, Inc. has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:				\$	446,063.49
CONTINGENCY @ 10%				\$	44,606.35
TOTAL ESCROW AND CONTINGENCY DEPOSIT				\$	490,669.84
	Date of Request	Request Subtotal	10% Contingency	Total Disbursement	Remaining Escrow
Disbursement Request No. 1	Jun-22	\$ 198,600.30	\$ 19,860.03	\$ 218,460.33	\$ 272,209.51
TOTALS		\$ 198,600.30	\$ 19,860.03	\$ 218,460.33	\$ 272,209.51

Based on our review of the documentation provided, Adico has no objections to Disbursement No. 1 to GR-MI, Ltd. in the amount of \$218,460.33. After Disbursement No. 1, the remaining balance of the cash deposit is \$272,209.51.

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

Sincerely,
Adico, LLC



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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)



**Mr. Dinh Ho
Addico Engineering LLC
211 E Parkwood Dr
Friendswood, TX 77546**

June 9, 2022

Dear Mr. Ho,

The Meridiana Section 58A subdivision project approved for early platting has been completed. The acceptance package has been submitted to the city for review and city council approval.

The contractor has submitted Pay Request No. Four on the project in the amount of \$198,600.30 plus \$19,860.03 in contingency funds. Upon city council approval, I would like to request these escrow funds be released.

Thank you

Brian Aarseth

**Brian Aarseth
Project Manager
GR-M1 LTD**

Thursday, June 16, 2022

Mayor Michael Byrum-Bratsen
c/o City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 8 Early Plat
Brazoria County Municipal Utility District No. 53
Letter of Recommendation to Approve Disbursement Request No. 4, June 2022
Adico Project No. 21001-15

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 4 from Astro Sierra Vista, L.P. for Sierra Vista West Section 8 Early Plat Recordation Agreement.

Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	881,323.71
CONTINGENCY @ 10%					\$	88,132.37
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	969,456.08
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
DISBURSEMENT REQUEST NO. 1	Mar-22	\$ 144,447.57	\$ 14,444.76		\$ 158,892.33	\$ 810,563.75
DISBURSEMENT REQUEST NO. 2	Apr-22	\$ 582,765.18	\$ 58,276.52		\$ 641,041.70	\$ 169,522.06
DISBURSEMENT REQUEST NO. 3	May-22	\$ 10,551.17	\$ 1,055.12		\$ 11,606.29	\$ 157,915.77
DISBURSEMENT REQUEST NO. 4	Jun-22	\$ 74,686.85	\$ 7,468.69		\$ 82,155.54	\$ 75,760.23
TOTALS		\$ 812,450.77	\$ 81,245.08		\$ 893,695.85	\$ 75,760.23

Based on our review of the documentation provided, Adico has no objections to Disbursement Request No. 4 to Astro Sierra Vista, L.P. in the amount of \$82,155.54. After Disbursement No. 4, the remaining balance of the cash deposit is \$75,760.23.

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

Sincerely,
Adico, LLC

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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)



MELANIE OHL
CHIEF FINANCIAL OFFICER

June 1, 2022

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

RE: Astro Sierra Vista, LP
Construction and Escrow Agreement-Disbursement
Sierra Vista West Sec. 8 Draw #4 -June

Dear Dinh:

Please find enclosed a worksheet for disbursement for a portion of our cash deposit and copies of the invoices to pay the following vendor(s):

Principal Services, Ltd.	\$ 74,686.85	Section 8 WSD
Bay Paving, LLC	\$ -0-	Section 8 Paving
June Contingency Refund	\$ <u>7,468.69</u>	
Total	\$ 82,155.54	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sierra Vista, LP the amount of \$82,155.54 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Ohl
Chief Financial Officer



ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 8
May 31, 2022

ORIGINAL ESCROW SUMMARY																
Construction Contract	Contractor	<u>Contract Amount</u>	<u>Change Orders</u>	<u>Revised Contract</u>	Escrowed Amount	<u>10%</u>	Total Escrow	<u>Total Refund to</u>	<u>June Draw</u>	<u>June</u>	June Refund	<u>Remaining</u>	<u>Deduction of</u>	<u>June Refund</u>		
		(A)	(B)	Amount (A + B)		Contingency		Date	Request	Contingency Refund		Escrow Balance	Change Order Not Escrowed	(Net of Required Cash Deposit For CO)		
1. Section 8 WSD	Principal Services	1,074,217.07	\$ -	\$ 1,074,217.07	\$ 178,197.71	\$ 17,819.77	\$ 196,017.48	\$ (113,861.95)	\$ (74,686.85)	\$ (7,468.69)	\$ (82,155.54)	\$ -	\$ -	\$ (82,155.54)	\$ -	
1. Section 8 Paving	Bay Paving	703,126.00	\$ -	\$ 703,126.00	\$ 703,126.00	\$ 70,312.60	\$ 773,438.60	\$ (697,678.37)	\$ -	\$ -	\$ -	\$ 75,760.23	\$ -	\$ -	\$ -	\$ 75,760.23
					\$ 881,323.71	\$ 88,132.37	\$ 969,456.08	\$ (811,540.31)	\$ (74,686.85)	\$ (7,468.69)	\$ (82,155.54)	\$ 75,760.23	\$ -	\$ (82,155.54)	\$ 75,760.23	
							\$ 157,915.77									

Copy

Thursday, June 16, 2022

Mayor Michael Byrum-Bratsen
c/o City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Sierra Vista West Section 9 Early Plat
Brazoria County Municipal Utility District No. 53
Letter of Recommendation to Approve Disbursement Request No. 4., June 2022
Adico Project No. 21001-16

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 4 from Astro Sierra Vista, L.P. for Sierra Vista West Section 9 Early Plat Recordation Agreement.

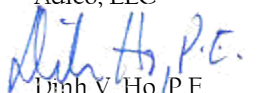
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	1,224,452.08
CONTINGENCY @ 10%:					\$	122,445.21
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	1,346,897.29
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
DISBURSEMENT REQUEST NO. 1	Mar-22	\$ 95,034.47	\$ 9,503.45		\$ 104,537.92	\$ 1,242,359.37
DISBURSEMENT REQUEST NO. 2	Apr-22	\$ 385,526.16	\$ 38,552.62		\$ 424,078.78	\$ 818,280.60
DISBURSEMENT REQUEST NO. 3	May-22	\$ 540,889.99	\$ 54,089.00		\$ 594,978.99	\$ 223,301.61
DISBURSEMENT REQUEST NO. 4	Jun-22	\$ 91,261.29	\$ 9,126.13		\$ 100,387.42	\$ 122,914.19
TOTALS		\$ 1,112,711.91	\$ 111,271.19		\$ 1,223,983.10	\$ 122,914.19

Based on our review of the documentation provided, Adico has no objections to Disbursement Request No. 4 to Astro Sierra Vista, L.P. in the amount of \$100,387.42. After Disbursement No. 4, the remaining balance of the cash deposit is \$122,914.19.

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

Sincerely,
Adico, LLC


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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)



MELANIE OHL
CHIEF FINANCIAL OFFICER

June 1, 2022

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

RE: Astro Sierra Vista, LP
Construction and Escrow Agreement-Disbursement
Sierra Vista West Sec. 9 Draw #4 -June

Dear Dinh:

Please find enclosed a worksheet for disbursement for a portion of our cash deposit and copies of the invoices to pay the following vendor(s):

Principal Services, Ltd.	\$ 91,261.29	Section 9 WSD
Bay Paving, LLC	\$ -0-	Section 9 Paving
June Contingency Refund	\$ 9,126.13	
Total	\$ 100,387.42	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sierra Vista, LP the amount of \$100,387.42 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Ohl
Chief Financial Officer



ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 9
May 31, 2022

ORIGINAL ESCROW SUMMARY												Remaining Escrow Balance	Deduction of Change Order Not Escrowed	June Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)	Escrowed Amount	10% Contingency	Total Escrow	Total Refund to Date	June Draw Request	June Contingency Refund	June Refund				
1. Section 9 WSD	Principal Services	1,365,425.84	\$ -	\$ 1,365,425.84	\$ 218,055.58	\$ 21,805.56	\$ 239,861.14	\$ (139,473.72)	\$ (91,261.29)	\$ (9,126.13)	\$ (100,387.42)	\$ 0.00	\$ -	\$ (100,387.42)	\$ 0.00
1. Section 9 Paving	Bay Paving	1,006,396.50	\$ -	\$ 1,006,396.50	\$ 1,006,396.50	\$ 100,639.65	\$ 1,107,036.15	\$ (984,121.96)	\$ -	\$ -	\$ -	\$ 122,914.19	\$ -	\$ -	\$ 122,914.19
					\$ 1,224,452.08	\$ 122,445.21	\$ 1,346,897.29	\$ (1,123,595.68)	\$ (91,261.29)	\$ (9,126.13)	\$ (100,387.42)	\$ 122,914.19	\$ -	\$ (100,387.42)	\$ 122,914.19
								\$ 223,301.61							

Copy

Wednesday, June 22, 2022

Mayor Michael Byrum-Bratsen
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: Baymark Pipeline LLC
Bayport to Markham Project, Proposed 12" Ethylene Gas Pipeline Application
Letter of Recommendation to Release Cash Deposit and Retainer Funds
Adico, LLC Project No. 16007-61

Dear Mayor Byrum-Bratsen;

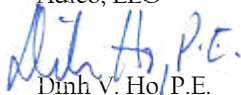
On or about July 20, 2020, the City of Iowa Colony granted a franchise to Baymark Pipeline Company, LLC, Ordinance 2020-19, to construct certain pipeline facilities within the City. The general project involves the installation of approximately 92-miles of 12-inch diameter pipeline capable of transporting petroleum products in Harris, Galveston, Brazoria and Matagorda Counties, Texas. The pipeline will commence at an existing site within the City of La Porte, TX and terminate at the existing facility site near Markham, TX.

The project, as it pertains to the City of Iowa Colony, involves installation of approximately 2 miles of the pipeline within the city limits. The portion of the pipeline proposed within the city limits will be located within the CenterPoint Energy Corridor.

Construction of the Baymark Pipeline within the city limits is complete. Adico has received as-built construction drawings and performed roadway assessment of roads utilized by Baymark. At this time, Adico has no objections to the as-built drawings and conditions of roads used by Baymark. We recommend release the cash deposit for roadway repairs in the amount of \$180,000.00 and release of all remaining funds of the required retainer used for legal, engineering and other consulting fees.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser
Robert Hemminger
Larry Boyd
File: 16007-61



January 17, 2022

City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

RE: Ordinance No. 2020-20
As-built Drawings

Dear City of Iowa Colony,

Percheron, LLC was retained by Baymark Pipeline LLC to assist in completing and submitting the **AS-BUILT** for the City of Iowa Colony that crossed with a 12" Ethylene Pipeline for the following:

See attached As-built:

- CR 67
- CR 65
- As-built Alignment sheets through the City of Iowa Colony

Please email me back once you have received this document and that all is approved to close the permit out.

If you have any questions or concerns, please feel free to contact us from the below contact information.

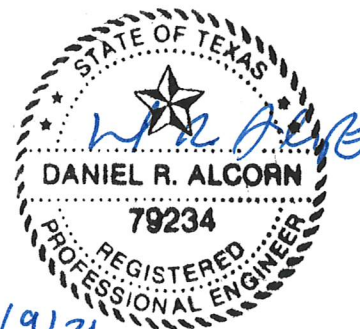
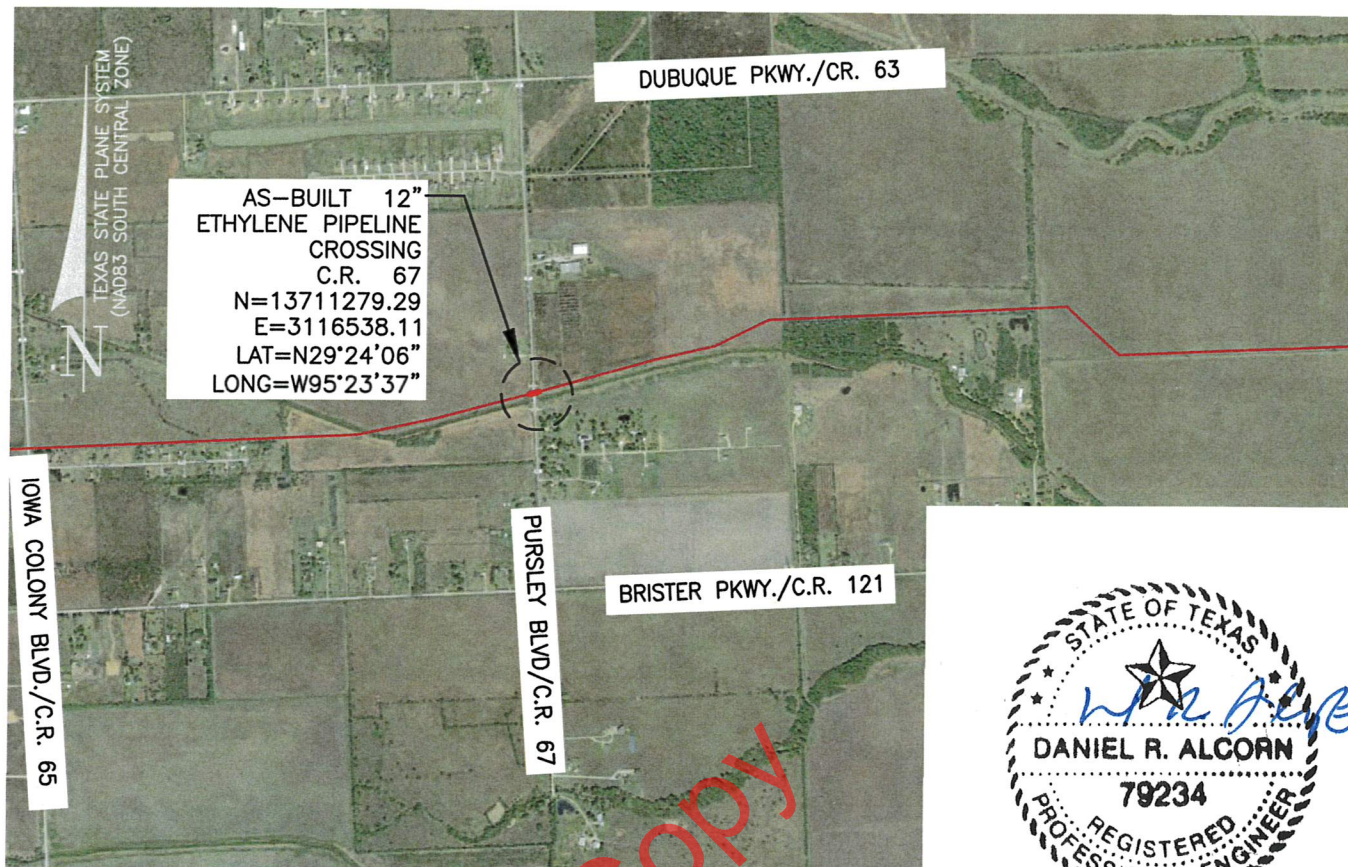
Warm regards,

Melissa Morawietz

Melissa Morawietz
Senior Permit Agent | Percheron
830.391.2247 | Melissa.morawietz@percheronllc.com

BRAZORIA COUNTY, TEXAS

H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

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VICINITY MAP

GRAPHIC SCALE



NO.	DATE	REV. BY:	REVISION
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BAYMARK PIPELINE, LLC

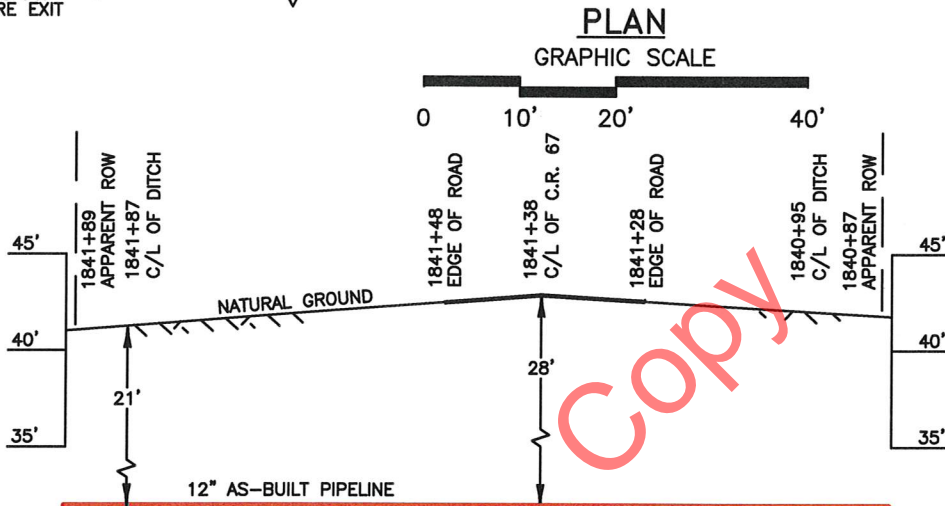
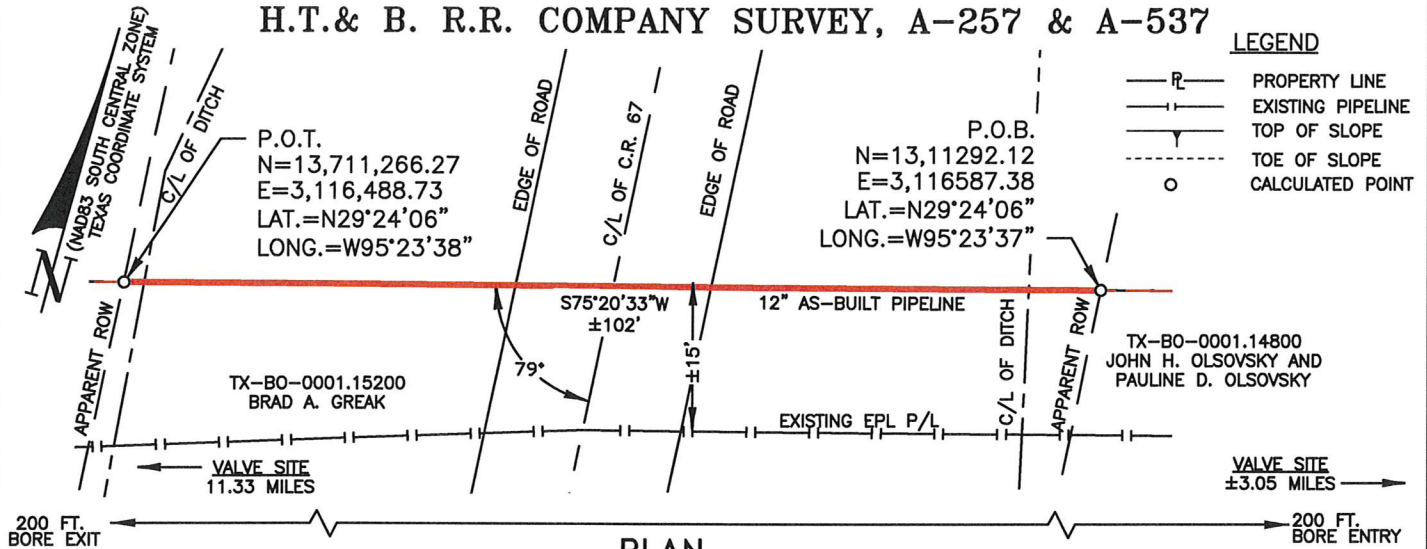
VICINITY MAP
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: KDT	SHEET: 1 OF 3
CHKD./APPD. BY: GMP	SCALE: 1" = 2000'
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.14810_AB.DWG	

BRAZORIA COUNTY, TEXAS

H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

TRACT NO: TX-BO-0001.14810

NO.	DATE	REV. BY:	REVISION

BAYMARK PIPELINE, LLC

DETAILED PLAN & PROFILE
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: KDT	SHEET: 2 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.14810_AB.DWG	

AS-BUILT 12" ETHYLENE PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: BAYMARK PIPELINE, LLC
- 1.2 PIPELINE NAME: AS-BUILT BAYPORT TO MARKHAM PIPELINE
- 1.3 PRODUCT: ETHYLENE

2.0 PIPELINE DESIGNED DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 DESIGN PRESSURE: 2160 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 3240 PSIG MAX 2700 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WAS INSTALLED BY CONVENTIONAL BORE

5.0 ROAD BORE PIPE

- 5.1 MATERIAL: CARBON STEEL
- 5.2 OUTSIDE DIAMETER: 12.750"
- 5.3 WALL THICKNESS" 0.472"
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

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BAYMARK PIPELINE, LLC

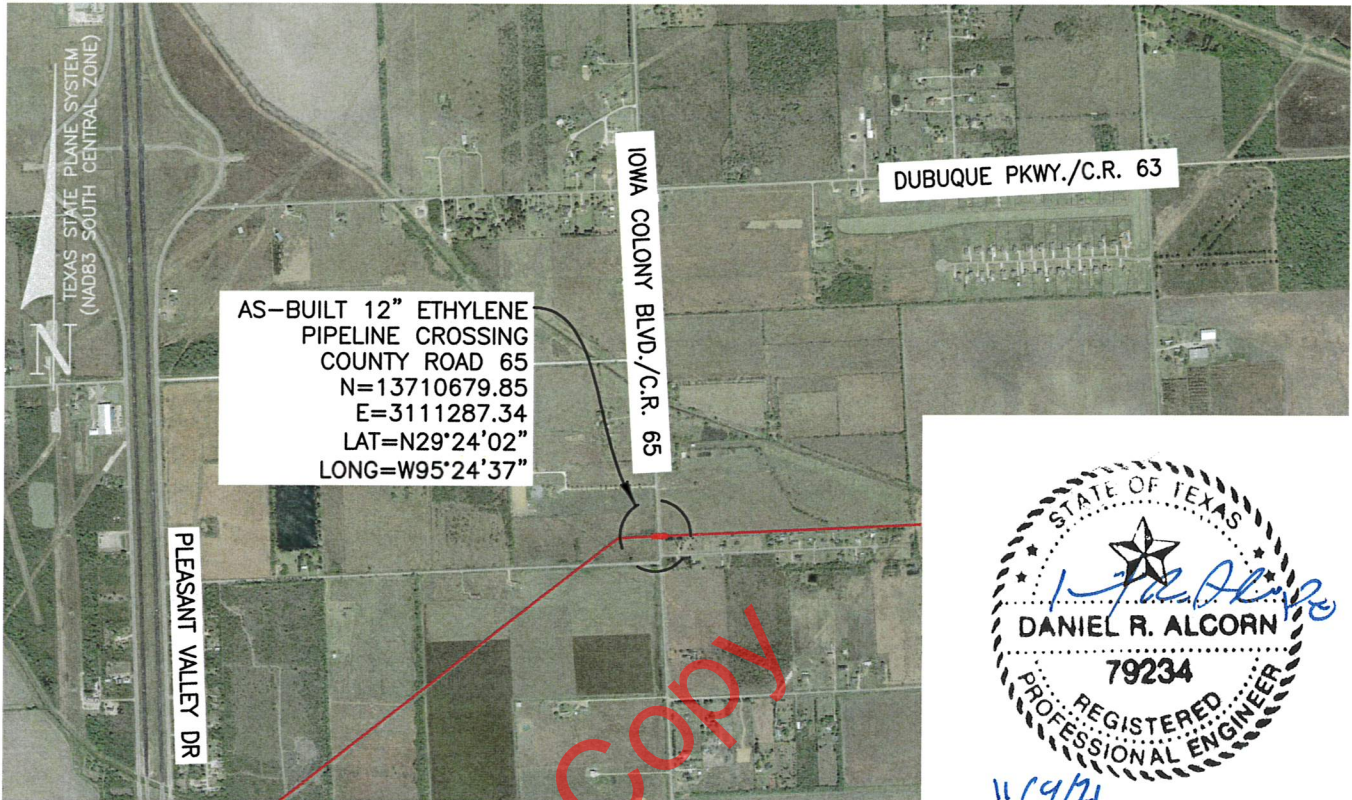
PIPELINE DESIGN DATA
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: KDT	SHEET: 3 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.14810_AB.DWG	

BRAZORIA COUNTY, TEXAS

H. T. & B. R.R. COMPANY SURVEY, A-537



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VICINITY MAP

GRAPHIC SCALE

0 1000' 2000' 4000'



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

NO.	DATE	REV. BY:	REVISION
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BAYMARK PIPELINE, LLC

VICINITY MAP
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 65
LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
BRAZORIA COUNTY, TEXAS



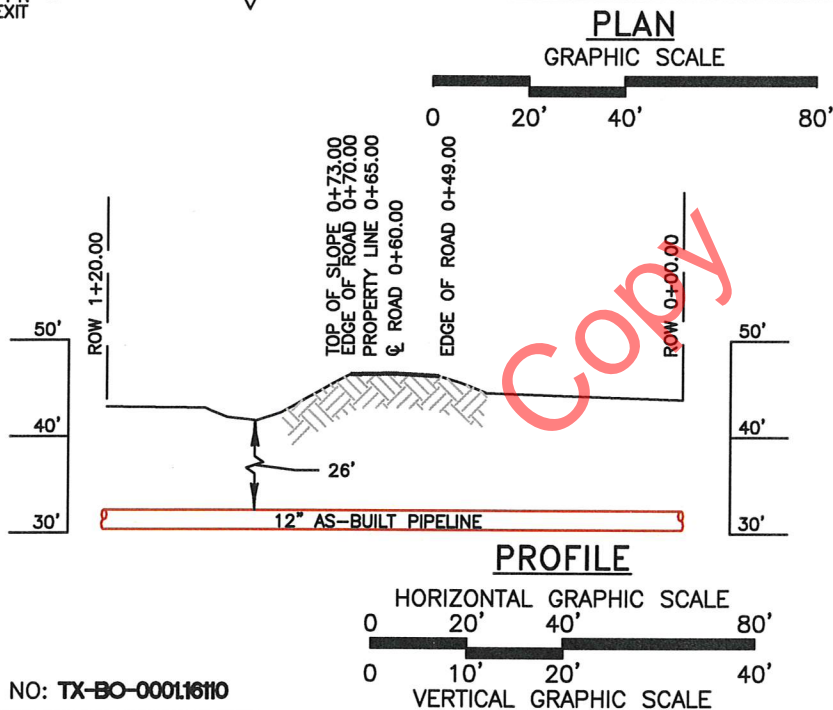
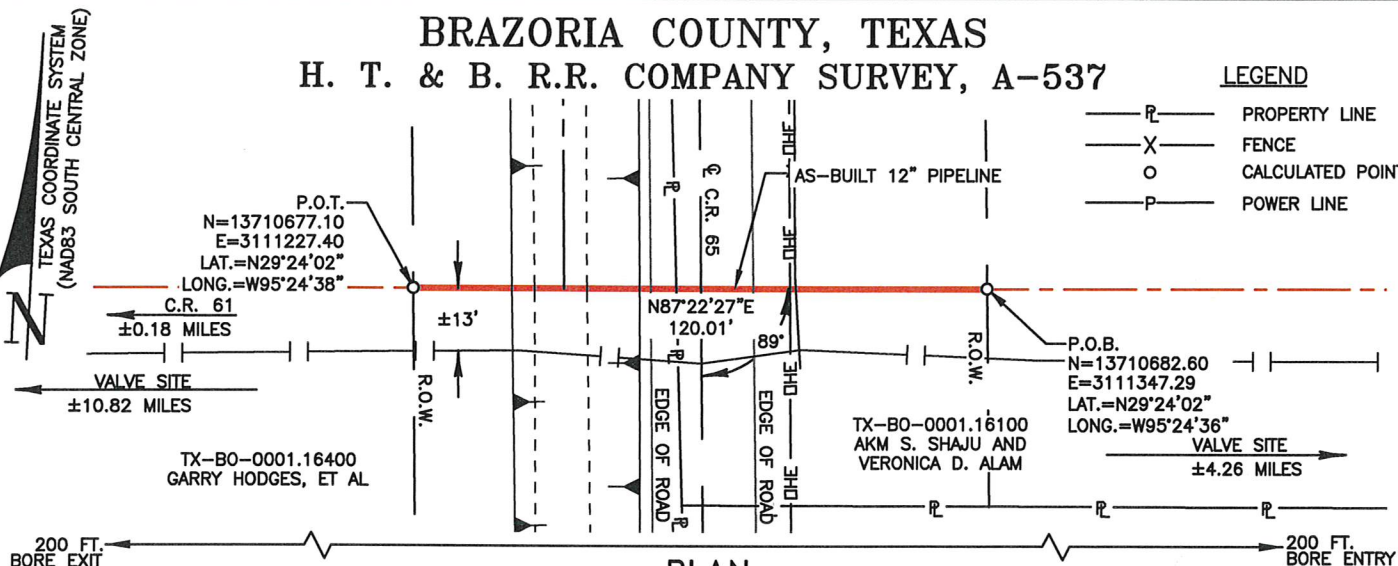
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CHKD./APPD. BY: GMP	SCALE: 1" = 2000'
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.16111_AB.dwg	

BRAZORIA COUNTY, TEXAS

H. T. & B. R.R. COMPANY SURVEY, A-537

LEGEND

- R — PROPERTY LINE
- X — FENCE
- CALCULATED POINT
- P — POWER LINE



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TRACT NO: TX-B0-0001.16110

NO.	DATE	REV. BY:	REVISION
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BAYMARK PIPELINES, LLC

PLAN & PROFILE
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 65
LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: TPB	SHEET: 2 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-B0-0001.16111_AB.DWG	

AS-BUILT 12" ETHYLENE PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: BAYMARK PIPELINE, LLC
- 1.2 PIPELINE NAME: AS-BUILT BAYPORT TO MARKHAM PIPELINE
- 1.3 PRODUCT: ETHYLENE

2.0 PIPELINE DESIGNED DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 DESIGN PRESSURE: 2160 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 3240 PSIG MAX 2700 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WAS INSTALLED BY BORE

5.0 ROAD BORE LINE PIPE

- 5.1 OUTSIDE DIAMETER: 12.750"
- 5.2 WALL THICKNESS" 0.472"
- 5.3 MATERIAL: CARBON STEEL
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



11/9/21

I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

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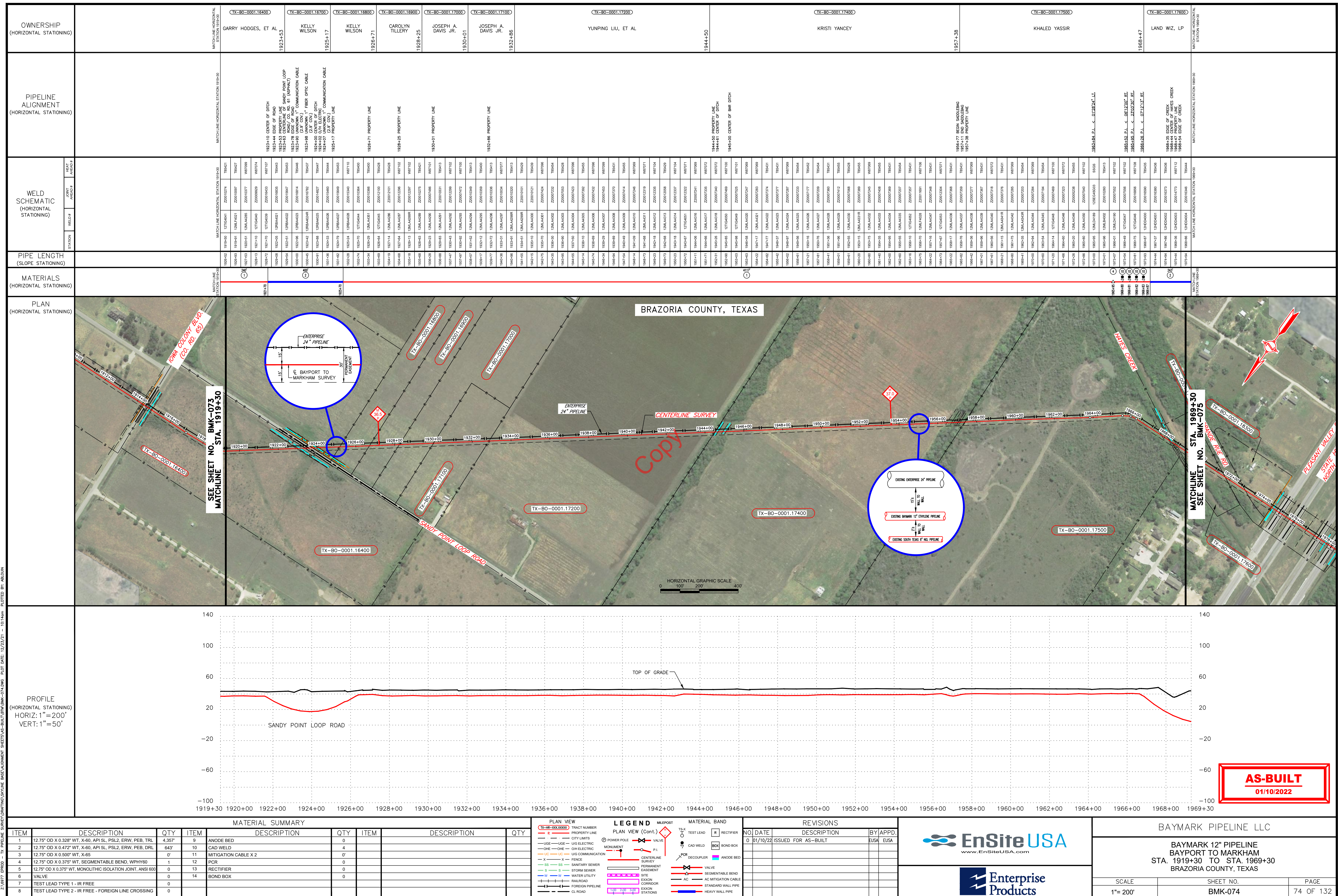
BAYMARK PIPELINE, LLC

PIPELINE DESIGN DATA
AS-BUILT 12" ETHYLENE PIPELINE
ACROSS COUNTY ROAD 65
LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: TPB	SHEET: 3 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13695-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.16111_AB.DWG	

AS-BUILT
01/10/2022



Wednesday, June 22, 2022

Mayor Michael Byrum-Bratsen
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583

Re: South Texas NGL Pipelines, LLC
Webster to Seadrift Project, Proposed 8" Polymer Grade Propylene
Letter of Recommendation to Release Cash Deposit and Retainer Funds
Adico, LLC Project No. 16007-62

Dear Mayor Byrum-Bratsen;

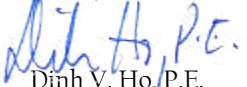
On or about July 20, 2020, the City of Iowa Colony granted a franchise to South Texas NGL Pipeline Company, LLC, Ordinance 2020-20, to construct certain pipeline facilities within the City. The general project involves the installation of approximately 134-miles of 8-inch diameter pipeline capable of transporting petroleum products in Harris, Galveston, Brazoria, Calhoun, Jackson and Matagorda Counties, Texas. The pipeline will commence at an existing site located northwest of League City, TX and terminate at the existing facility site located southwest Port Lavaca, TX.

The project, as it pertains to the City of Iowa Colony, involves installation of approximately 2 miles of the pipeline within the city limits. The portion of the pipeline within the city limits is located within the CenterPoint Energy Corridor.

Construction of the South Texas NGL Pipeline within the city limits is complete. Adico has received as-built construction drawings and performed roadway assessment of roads utilized by South Texas NGL. At this time, Adico has no objections to the as-built drawings and conditions of roads used by South Texas NGL. We recommend release the cash deposit for roadway repairs in the amount of \$180,000.00 and release of all remaining funds of the required retainer used for legal, engineering and other consulting fees.

If you have any questions, please contact me at the number below.

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser
Robert Hemminger
Larry Boyd
File: 16007-62

January 21, 2022

City of Iowa Colony

12003 Iowa Colony Blvd.

Iowa Colony, TX 77583

**RE: As-built Drawings
Ordinance No. 2020-20**

Dear City of Iowa Colony,

Percheron, LLC was retained by South Texas NGL Pipelines, LLC to assist in completing and submitting the **AS-BUILTS** for the City of Iowa Colony that crossed with an 8" Polymer Grade Propylene pipeline for the following:

See attached As-builts:

- CR 67
- CR 65
- As-built Alignment sheets through the City of Iowa Colony

Please email me back once you have received this document and that all is approved to close permit out.

If you should have any questions or need additional information, please do not hesitate to call me at 830.391.2247 or e-mail me at Melissa.morawietz@percheronllc.com.

Warm regards,



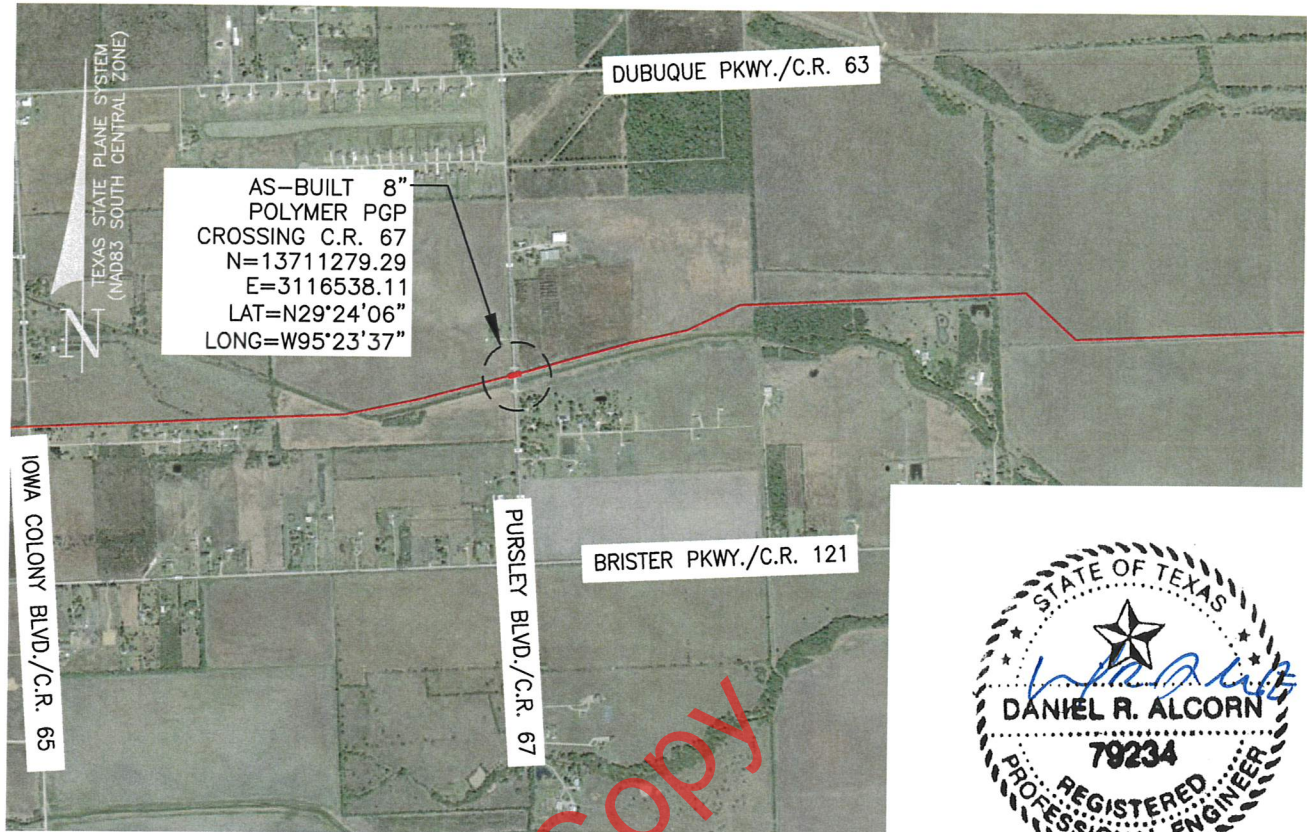
Melissa Morawietz

Senior Permit Agent | Percheron

c. 830.391.2247 | Melissa.morawietz@percheronllc.com

BRAZORIA COUNTY, TEXAS

H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537



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VICINITY MAP

GRAPHIC SCALE



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

NO.	DATE	REV. BY:	REVISION
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SOUTH TEXAS NGL PIPELINES, LLC

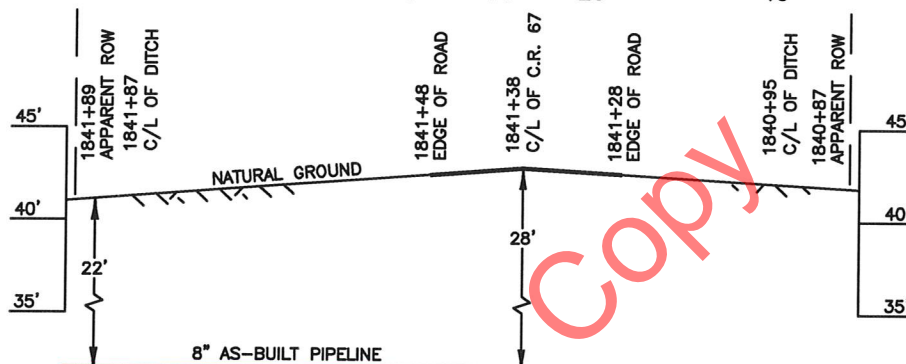
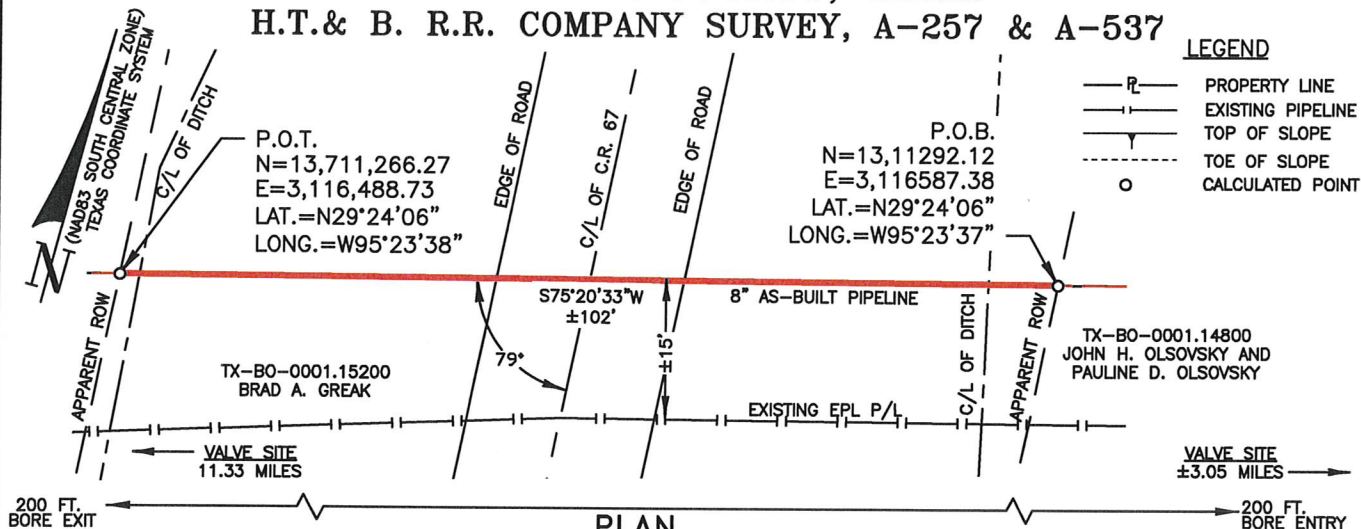
VICINITY MAP
AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY:	KDT	SHEET:	1 OF 3
CHKD./APPD. BY:	GMP	SCALE:	1" = 2000'
UPDATED BY:		DATE:	08/25/21
DATA BASE:	13965-03	JOB NO.	13965-03
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BRAZORIA COUNTY, TEXAS

H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537



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TRACT NO: TX-BO-0001.14810

NO.	DATE	REV. BY:	REVISION
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SOUTH TEXAS NGL PIPELINES, LLC

DETAILED PLAN & PROFILE
AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: KDT	SHEET: 2 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.14810_AB.DWG	

AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: SOUTH TEXAS NGL PIPELINES, LLC
- 1.2 PIPELINE NAME: AS-BUILT WEBSTER TO SEADRIFT
- 1.3 PRODUCT: POLYMER GRADE PROPYLENE (PGP)

2.0 PIPELINE DESIGNED DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 DESIGN PRESSURE: 2220 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 3330 PSIG MAX 2775 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

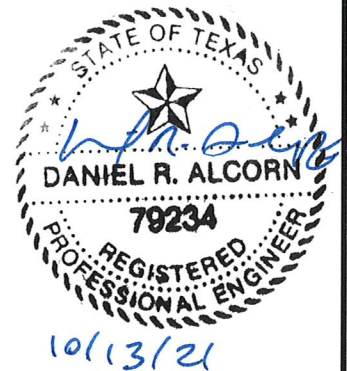
- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WAS INSTALLED BY CONVENTIONAL BORE

5.0 ROAD BORE PIPE

- 5.1 MATERIAL: CARBON STEEL
- 5.2 OUTSIDE DIAMETER: 8.625"
- 5.3 WALL THICKNESS: 0.322"
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

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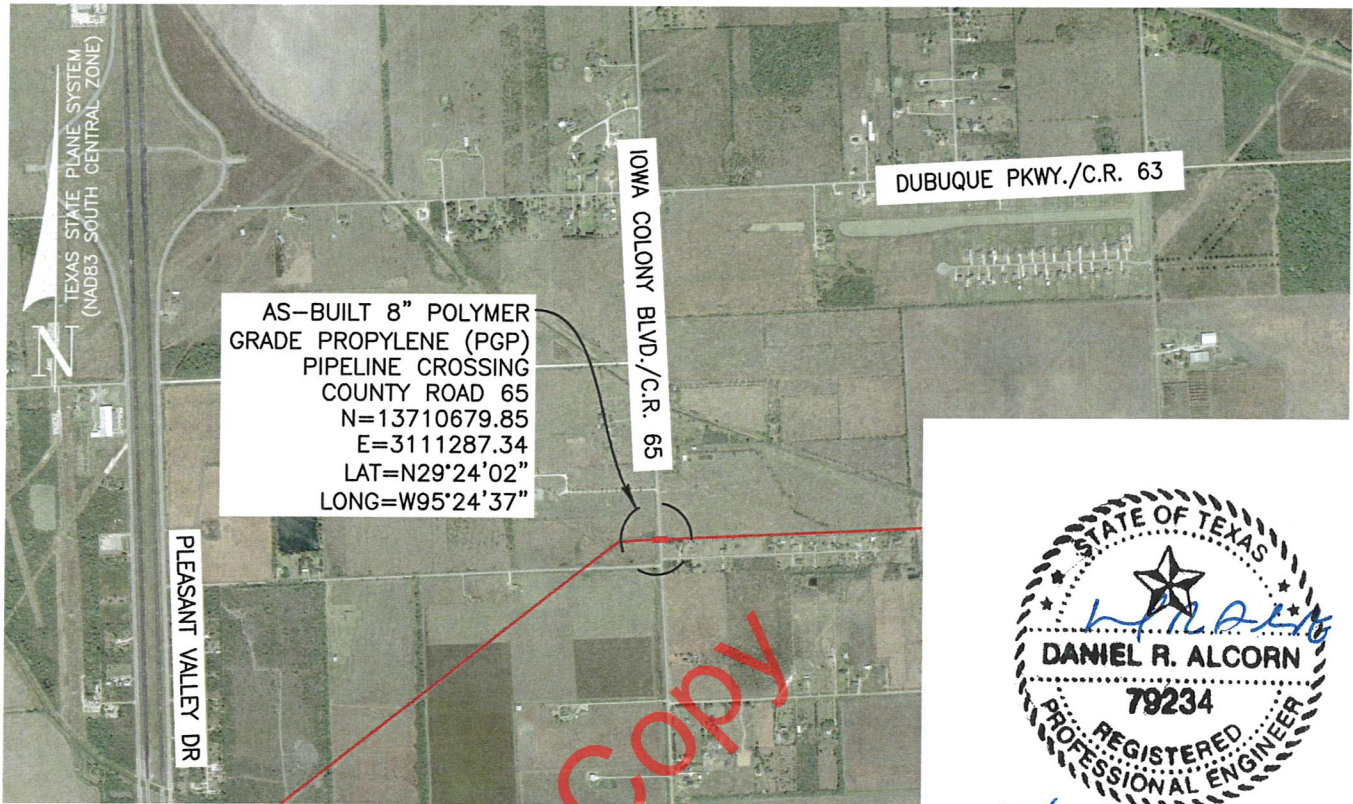
SOUTH TEXAS PIPELINES, LLC

PIPELINE DESIGN DATA
AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
ACROSS COUNTY ROAD 67
LOCATED IN H.T.& B. R.R. COMPANY SURVEY, A-257 & A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY: KDT	SHEET: 3 OF 3
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BRAZORIA COUNTY, TEXAS
H. T. & B. R.R. COMPANY SURVEY, A-537



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VICINITY MAP

GRAPHIC SCALE

0 1000' 2000' 4000'



10/12/21

I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

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SOUTH TEXAS NGL PIPELINES, LLC

VICINITY MAP
AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
ACROSS COUNTY ROAD 65
LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
BRAZORIA COUNTY, TEXAS



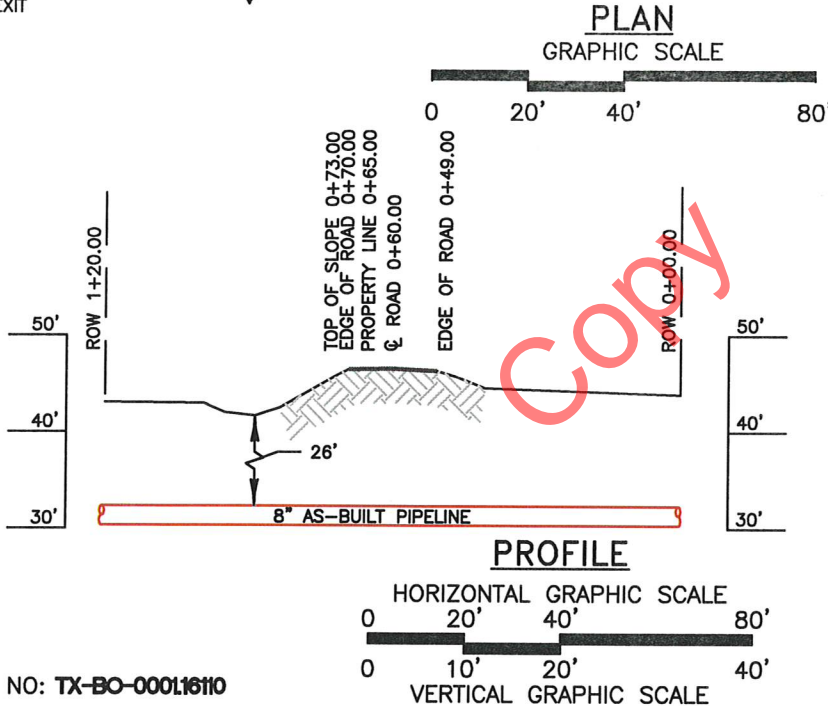
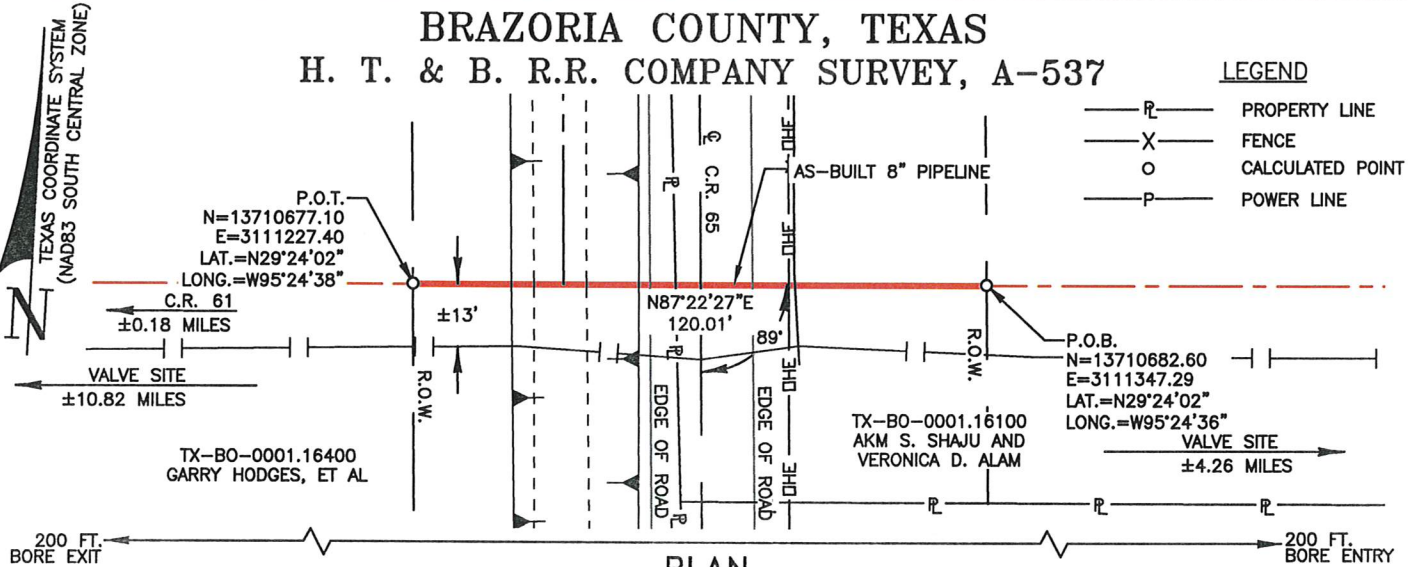
DRAWN BY:	TPB	SHEET:	1 OF 3
CHKD./APPD. BY:	GMP	SCALE:	1" = 2000'
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BRAZORIA COUNTY, TEXAS

H. T. & B. R.R. COMPANY SURVEY, A-537

LEGEND

- R — PROPERTY LINE
- X — FENCE
- CALCULATED POINT
- P — POWER LINE



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TRACT NO: TX-BO-0001.16110

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SOUTH TEXAS NGL PIPELINES, LLC

PLAN & PROFILE
 AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
 ACROSS COUNTY ROAD 65
 LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
 BRAZORIA COUNTY, TEXAS



DRAWN BY: TPB	SHEET: 2 OF 3
CHKD./APPD. BY: GMP	SCALE: AS SHOWN
UPDATED BY:	DATE: 08/25/21
DATA BASE: 13965-03	JOB NO. 13965-03
MPH CAD FILE: TX-BO-0001.16111_AB.DWG	

AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: SOUTH TEXAS NGL PIPELINES, LLC
- 1.2 PIPELINE NAME: AS-BUILT WEBSTER TO SEADRIFT PIPELINE
- 1.3 PRODUCT: POLYMER GRADE PROPYLENE (PGP)

2.0 PIPELINE DESIGNED DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B31.4
- 2.2 DESIGN PRESSURE: 2220 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 3330 PSIG MAX 2775 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WAS INSTALLED BY BORE

5.0 ROAD BORE LINE PIPE

- 5.1 OUTSIDE DIAMETER: 8.625"
- 5.2 WALL THICKNESS" 0.322"
- 5.3 MATERIAL: CARBON STEEL
- 5.4 PIPE SPECIFICATION: API 5L
- 5.5 SPECIFIED MINIMUM YIELD STRENGTH: X60 (60,000 PSI)
- 5.6 EXTERIOR COATING: 15 TO 22 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANT OVERLAY (ARO)



I, DANIEL ALCORN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NO. 79234, A CONTRACTOR FOR NC NORTHSTAR ENERGY SERVICES, INC. TX FIRM NO. F-14939, HAVE REVIEWED THE PIPELINE DESIGN AND PIPE TESTING SPECIFICATIONS OF THIS EXHIBIT AND HAVE FOUND THEM ACCURATE AND SUITABLE FOR RECORD PURPOSES. I DO NOT ATTEST TO THE ACCURACY, COMPLETENESS, OR CORRECTNESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT-OF-WAY, PROPERTY OWNERSHIP DETERMINATION, AND LOCATION OF EXISTING FACILITIES THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.

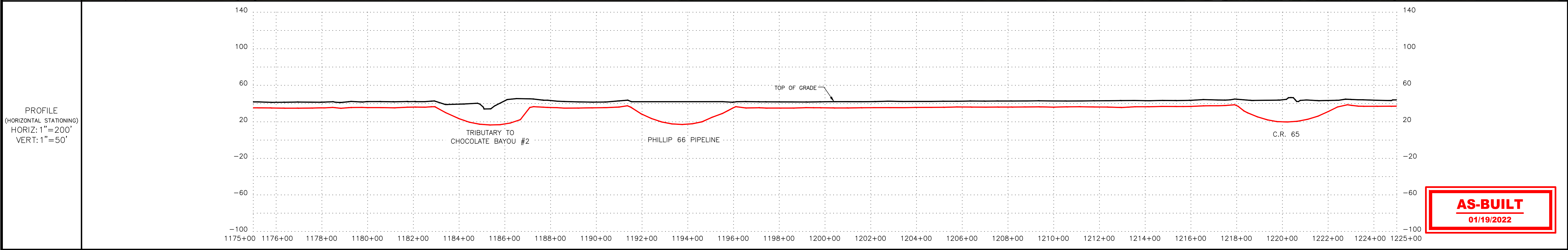
NO.	DATE	REV. BY:	REVISION
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SOUTH TEXAS NGL PIPELINES, LLC

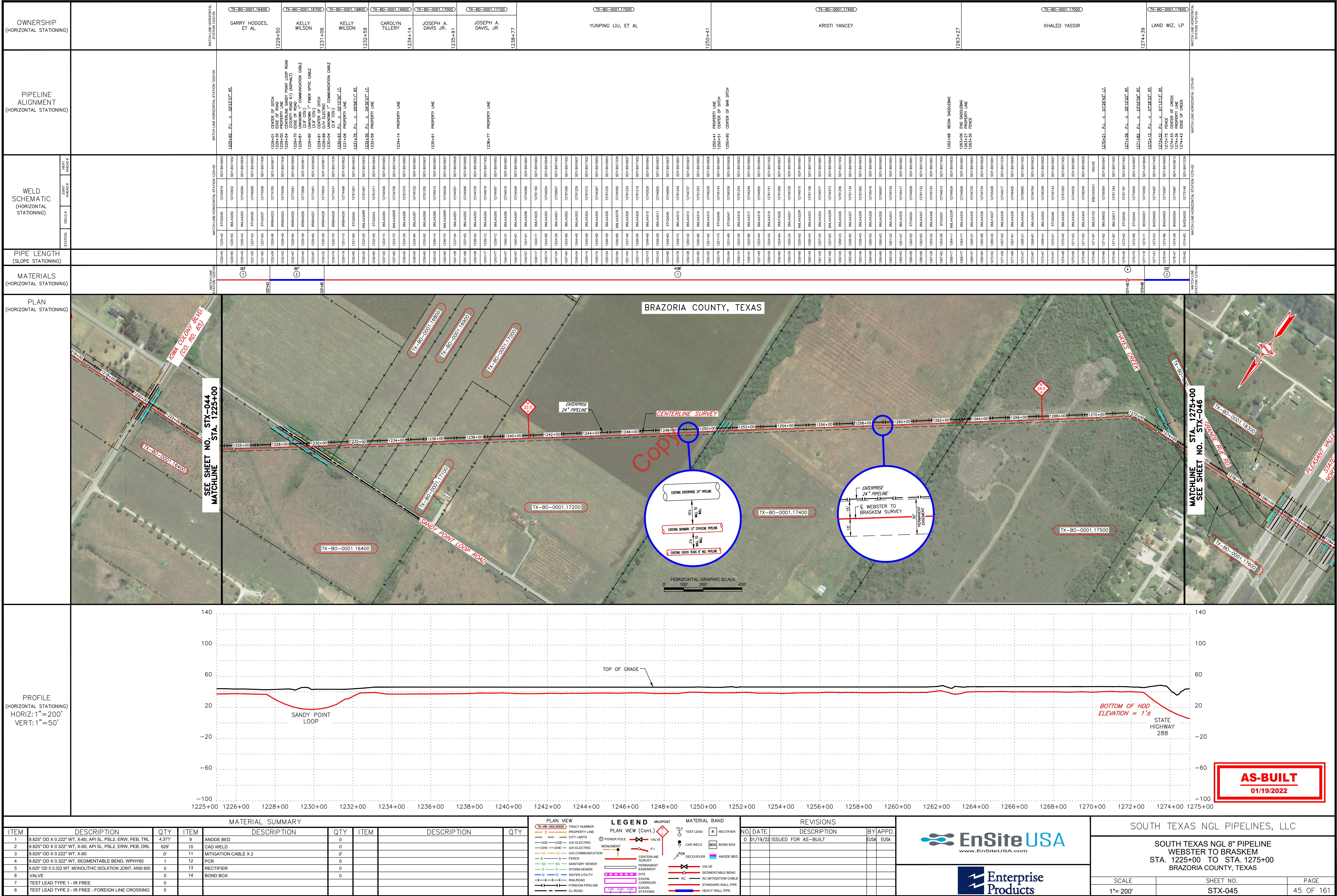
PIPELINE DESIGN DATA
AS-BUILT 8" POLYMER GRADE PROPYLENE (PGP) PIPELINE
ACROSS COUNTY ROAD 65
LOCATED IN H. T. & B. R.R. COMPANY SURVEY, A-537
BRAZORIA COUNTY, TEXAS



DRAWN BY:	TPB	SHEET:	3 OF 3
CHKD./APPD. BY:	GMP	SCALE:	AS SHOWN
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Z:\0077 ERD - TX PIPELINE SURVEY\DRAWING\SOURCE BASE\ALIGNMENT SHEETS\AS-BUILT\TX-PIPE-045.DWG PLOT DATE: 01/09/22 01:15pm PLOTTED BY: BCGJUN



AS-BUILT
01/19/2022

[illegible]

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**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF IOWA COLONY, TEXAS**



**2021 ANNUAL REPORT
REPORT NUMBER ELEVEN**

Tax Year Ending December 31, 2021

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CITY OF IOWA COLONY, TEXAS

2021 CITY COUNCIL

Mayor

Hon. Michael Byrum-Bratsen

Council Members

Hon. Will Kennedy

Hon. Arnetta Hicks-Murray

Hon. Sydney Hargroder,

Hon. Marquette Green-Young

Hon. Chad Wilsey

Copy

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
IOWA COLONY, TEXAS
2021 BOARD OF DIRECTORS**

Position 1	Steven Byrum-Bratsen, Chair Term Ending - April 2024
Position 2	Sheila Woods Term Ending - April 2023
Position 3	Leon Davis Term Ending - April 2024
Position 4	Brenda Dillon Term Ending - April 2023
Position 5	Patrick O'Day Term Ending - April 2023

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Ordinance 2010-2 of the City of Iowa Colony, Texas (the "City") established Reinvestment Zone Number Two, City of Iowa Colony, Texas, (the "Zone" or "TIRZ") on March 15, 2010. In 2019, the Zone consisted of approximately 955.89 acres located in Brazoria County, Texas (the "County") In 2020, the Iowa Colony City Council adopted Ordinance 2020-10 which approved the annexation of approximately 253.049 acres of additional land into the Zone. The Zone now contains a total of 1,082.42 acres. (Figure 1 shows the amended acreages). The City of Iowa Colony envisions that the Zone will serve a vital and long-term role in creating and sustaining revitalization opportunities.

The creation of the Zone was instrumental in facilitating the development of the master planned community project in Iowa Colony. The Meridiana (formerly known as Seven Oaks) Development consists of commercial, single family, mixed-use development spanning across two cities, Iowa Colony, and Manvel. The project proposed that for any meaningful redevelopment of the area to occur, extensive construction of new infrastructure would be required.

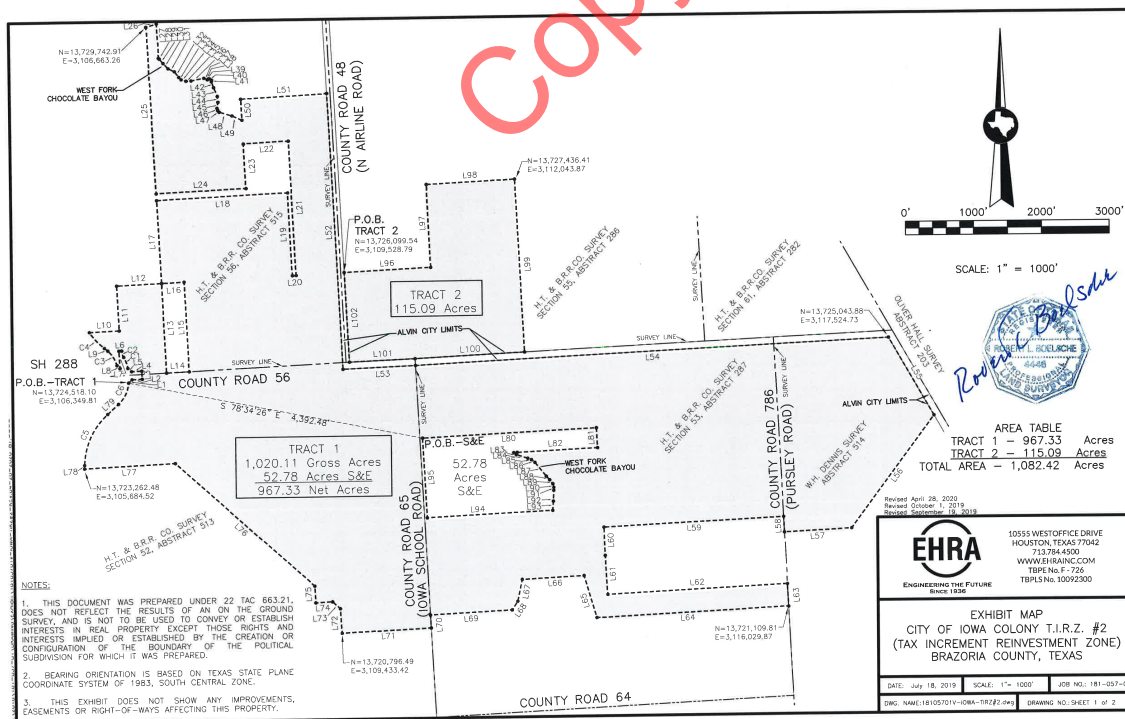


Figure 1: Iowa Colony TIRZ 2 Boundary Map (March 2020)

PURPOSE OF ZONE

This TIRZ was proposed in response to trends that showed Iowa Colony and its commercial tax base at risk of slow to no growth. The TIRZ would provide the financing and management tools needed to help stimulate the development of commercial and residential areas. The purpose of the Zone is to facilitate the redevelopment and will be the catalyst to provide the momentum for further redevelopment within the Zone.

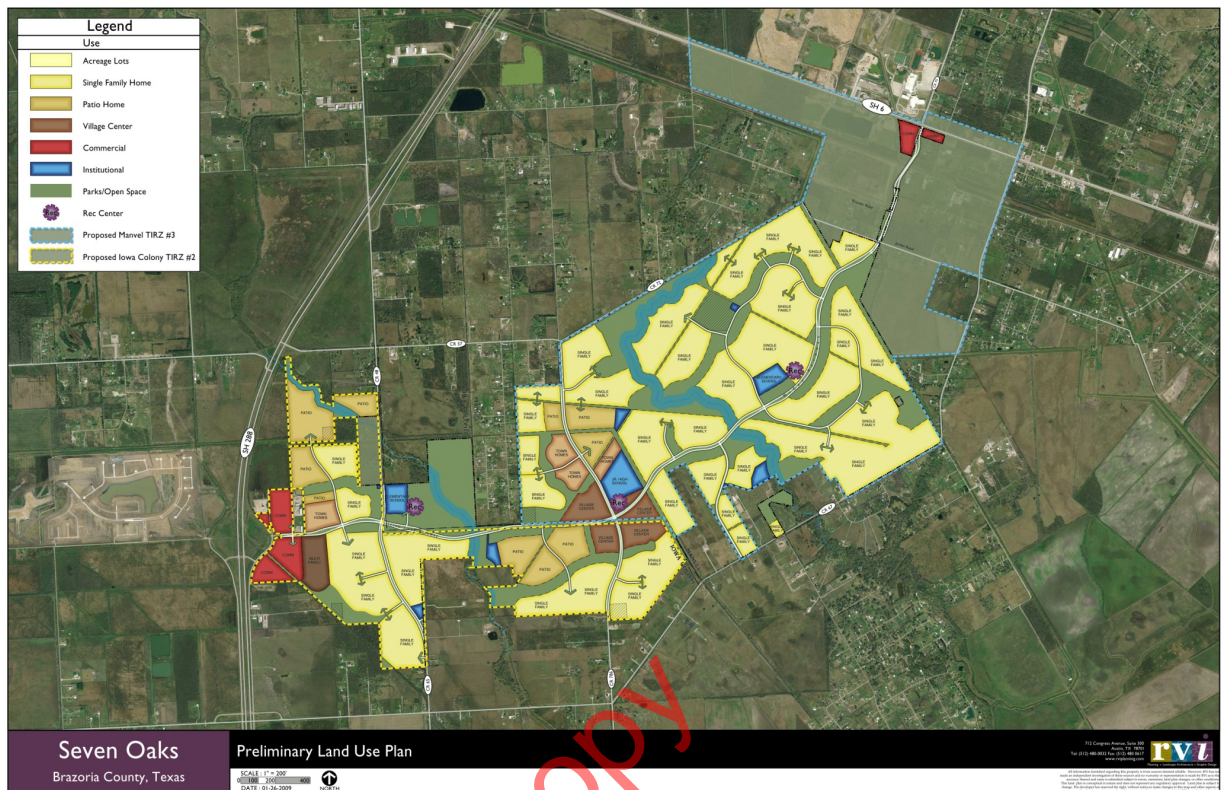
The objective of the Zone is to facilitate quality mixed-use development with a self-sustaining tax base for the City of Iowa Colony (the City), Brazoria County (the County), and any other participating taxing entity.

The City Council, in adopting the ordinances creating the Zone, found that the development described in the Project Plan and Reinvestment Zone Financing Plan (the Project Plan) would not likely occur, to the quality, standards and densities described in the Project Plan, but for the creation of the Zone.

The City Council further found that improvements in the Zone will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City. The Zone will pursue its objective by acting as a financing vehicle for regional public improvements, as described in the Project Plan. The methods of financing and the sources of funding available to the Zone including the City and Brazoria County are described in the Project Plan.

The Project Plan & Reinvestment Zone Financing Plan (the “Plan”) has been prepared in accordance with the requirements of Chapter 311 of the Texas Tax Code and outlines the improvements to be funded and implemented by the Zone.

Figure 2: Iowa Colony Seven Oaks Master Plan (Iowa Colony and Manvel)



STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2021

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

Since its inception in 2010, the City and Brazoria County have been the sole participating taxing entities in the Zone. The following tables show the participating jurisdictions and the amount and source of revenue in the Zone. The Zone was created for the duration of 40 years and the City initially committed to 90% of its sales tax for the 40 years, or until dissolved by the City. Brazoria County committed 40.49% of its property tax beginning in 2015 for a period of 30 years from the first year of payment.

On August 11, 2016, the City Council approved an amendment to the Plan to authorize participation in the TIRZ #2 with City property taxes. The amendment calls for 100% of the property tax generated within the Zone to be dedicated to the Zone. It further calls for 30% of that amount to be withheld by the City of Iowa Colony for cost of services in the Zone. 2016 was the first year the property tax increment was collected in Iowa Colony. Note: The 2016 Annual Report did not reflect that transfer. This report is for 2019 revenues from the Zone.

Table A: Participation Schedule

Jurisdiction	2010 Base Year	2021 Tax Rate (Oct 1, 2021 O&M)	Years
City of Iowa Colony Sales Tax*	\$-0-	N/A	2010-2050
City of Iowa Colony Property Tax*	\$-0-	\$0.469209/\$100	2016-2050
Brazoria County Property Tax**	\$0.463101/\$100***	\$0.415233/\$100****	2015-2045

Tax Rate Source: Brazoria County Central Appraisal District

* City of Iowa Colony does assess a property tax of \$0.449209/\$100. Property tax began its contribution to TIRZ 2 in 2016. Agreements were approved August 11, 2016. Property tax is applied at 100% of the total increment generated in the Zone less debt service with 30% being withheld by the City for cost of providing city services (Cost of Service (COS)). The debt service rate is \$0.019887. The O&M rate is \$0.449322 and the total rate for 2020 is \$0.469209. Sales Tax will be applied at 90%.

** Brazoria County approved their participation by Interlocal Agreement at 40.49%.

*** Brazoria County tax rate approved October 2010.

**** Brazoria County tax rates approved October 2021: \$0.365233/\$100 (General Government); \$0.050/\$100 (Road and Bridge. Combined tax rate is \$0.415233/\$100)

Table B illustrates the growth in appraised value from the base year 2010 to tax year 2021 for the City of Iowa Colony. In future years Table B will be used to illustrate growth in appraised value over the life of the TIRZ to show the calculation of the increment. Note: Table B now reflects the adjusted 2010 Base Value as calculated and provided by the Brazoria County Tax Office in their Annual Statement. The Adjusted Base Value will be reflected in future Annual Reports as well. In addition, Table B reflects the TIF Levy paid as of September 30 of each year the end of the fiscal year.

Table B: Increment Generated from Base Year to Present

	City of Iowa Colony Sales Tax	City of Iowa Colony Property Tax***	Brazoria County Property Tax General Fund**	Brazoria County Property Tax Road and Bridge Fund**	Total Levy Paid
2010 Original Base Value	-0-	\$3,776,457	\$3,776,457	N/A	\$-0-
2015 Value	-0-	\$3,803,108	\$3,803,108		
2015 Captured Increment	-0-	-0-	\$-0-		\$-0-
2016 Adjusted Base Value for 2010	-0-	\$2,806,647	\$2,806,587	\$2,794,557	
2016 Value	-0-	\$17,842,967	\$17,691,581	\$17,688,581	
2016 TIF Levy Paid (12-31-16)		\$11,805.95	\$-0-	\$1,595.89	\$23,960.12
2017 Adjusted Base Value	-0-	\$2,638,500	\$2,638,390	\$2,626,390	
2017 Value	-0-	\$45,923,700	\$43,325,723	\$43,215,668	
Levy Paid (12-31-17)	-0-	69,520.39			\$268,001.65
2018 Adjusted Base Value	-0-	\$2,697,565	\$2,697,545	\$2,685,545	
2018 Value	-0-	91,901,166	79,374,488	78,853,948	
Levy Paid (12-31-18)	-0-	\$190,107.51	\$77,894.14		\$259,627.90

2019 Adjusted Base Value	-0-	\$2,775,151	\$2,775,151	\$2,763,151	
2019 Value	-0-	\$156,411,713	\$134,006,913	\$133,178,913	
Levy Paid (12-31-19)	-0-	\$702,814.84	\$143,796.24		\$846,611.08
2020 Value		\$225,959,580		\$225,959,580	
Levy Paid (4-30-21)	\$5,595.22	\$1,236,245.98	\$224,343.96	NA	\$1,466,185.21
2021 Value	\$10,148.13	\$260,874,195		NA	
Levy Paid 9-30-21		\$1,441,801.67	\$438,602.15****	NA	\$1,880,403.82

* Captured Increment is calculated by taking the difference between the current year value and the base year value. Note: The Base Year Value changes over time.

** Brazoria County collection did not begin until 2015.

*** City of Iowa Colony Property Tax collections did not begin until 2016. This amount is 100% and includes Cost of Service withheld of \$211,024.49 (30%) for 2019.

**** Brazoria County payment is estimated for 2021 as of 5-2-22. Payment is generally made in August of each year.

Table C is used to illustrate the amount of the City's incremental revenue to the tax increment fund. Note these are actual revenues for the calendar year, and do not reflect the total levy or percent levy paid to date.

Table C: Tax Increment Revenue by Year (12-31-20) ****

Taxing Entity	2010 Base Year thru 2016	2017	2018	2019	2020	2021	Total
City of Iowa Colony Sales Tax*	\$-0-	\$-0-	\$-0-	\$-0-	\$5,595.22	\$10,148.13	\$15,743.68
City of Iowa Colony Property Tax**	\$-0-	\$69,520.39	\$190,107.51	\$702,814.84	\$1,236,245.98	\$1,441,801.67	\$2,198,688.72
Brazoria County Property Tax***	\$-0-	\$29,157.07	\$77,894.14	\$143,796.24	\$224,343.96	\$438,602.15	\$475,191.41

Annual Fund Revenue	\$-0-	\$98,677.46	\$268,001.65	\$846,611.08	\$1,466,185.21	1,890,551.95	\$4,570,027.30
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**TIRZ #2 did not generated any sales tax until 2020. City reimburses the TIRZ 90% of sales tax receipts.*

***The City of Iowa Colony approved participation with property taxes in 2016 at a rate of 100% of the total increment produced. Property tax is applied at 100% of the total increment generated in the Zone with 30% being returned to the City for cost of providing city services (Cost of Service (COS)). Sales Tax will be applied at 90%.*

**** Brazoria County collection did not begin until 2015. Brazoria County: Increment x 40.49% x Tax Rate = Increment Revenue. This amount reflects the sum of Brazoria County General Fund and Road and Bridge Fund (See Table B for separated amounts).*

*****Figures originally based on Brazoria County Tax Office Tax Increment Financing Monthly and Annual Reports. However, in 2019, after an audit of the actual income, amounts for each year have been significantly adjusted.*

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan.

The Zone was created on March 15, 2010. The Board of Directors for the Zone was appointed at the same meeting. The Board has met when needed since their appointment.

Zone administrative expenses for 2021 were \$40,795 Note: This figure does not include bond issuance expenses.

Considerable activity has taken place in the Zone again in 2021. The developer has continued construction on the project in Iowa Colony. In 2021, \$2,372,309 have been expended in the Zone for development of Zone approved projects. Since reporting began, the developer has invested \$95,283.683 TIRZ 2.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued debt in the years 2018-2021. Total debt issued to date is \$22,555,000.

Tax Increment Bonds	Bond Issue Date	Initial Bond Amount	2021 Outstanding Principle Due	2021 Outstanding Interest Due
Series 2018	12-12-18	\$8,480,000	\$8,480,000	\$6,815,974
Series 2019	12-19-19	\$4,105,000	\$4,105,000	\$2,685,547

Series 2020	9-2-20	\$3,865,000	\$3,865,000	\$1,862,939
Series 2021	9-29-21	\$6,105,000	\$6,105,000	\$2,730,933

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year after the base year, the Zone has received tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. Please refer to Table B.

Increment Received by Participating Jurisdiction

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City of Iowa Colony and Brazoria County are the only two taxing entities participating in the Zone. The increment revenue received for fiscal year ending September 30, 2021 was \$1,890,551.95 as shown in Table C.



**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
CITY OF IOWA COLONY, TEXAS
2021 ANNUAL REPORT
Tax Year Ending December 31, 2021**

Prepared by Ron Cox Consulting for the City of Iowa Colony TIRZ 2 Board